



ANKENY CITY COUNCIL

Regular Meeting

Monday, July 1, 2024

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

All City Council meetings are open to the public. Assistive Listening Devices (ALD) are available for persons with impaired hearing. To request information in an alternative format or request an accommodation to participate in a City Council meeting, contact the Office of the City Clerk at 965-6405.

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ELECTRONIC MEETING INFORMATION

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

Meeting ID: 973 1299 2966

Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the July 1, 2024 Agenda

Action# B1-1. Consider motion to approve and accept the July 1, 2024 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. PH 2024-40 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hope K. Farms, LLC from R-2, One-Family and Two-Family Residence District to PUD, Planned Unit Development.

Action# C1-1. Consider motion to close Public Hearing 2024-40.

2. PH 2024-41 Proposed Development Agreement between the City of Ankeny and Community State Bank.

Action# C2-1. Consider motion to close Public Hearing 2024-41.

3. PH 2024-42 Proposed Watercrest Park Expansion

Action# C3-1. Consider motion to close Public Hearing 2024-42.

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 17, 2024, as published, subject to correction, as recommended by the City Clerk.
- CA - 2** Receive and file minutes of the Zoning Board of Adjustment meeting of April 2, 2024.
- CA - 3** Receive and file minutes of the Zoning Board of Adjustment meeting of June 4, 2024.
- CA - 4** Receive and file minutes of the Plan and Zoning Commission meeting of June 4, 2024.
- CA - 5** Receive and file minutes of the Park Board meeting of March 25, 2024.
- CA - 6** Receive and file minutes of the Library Board of Trustee meeting of May 16, 2024.

- **Licenses and Permits**

- CA - 7** Consider motion to approve the issuance of Cigarette/Tobacco/Nicotine/Vapor Permits for July 1, 2024 - June 30, 2025.
- CA - 8** Consider motion to approve the issuance of liquor licenses and beer/wine permits in the City of Ankeny.

- **Finance/Budget**

- CA - 9** Consider motion to approve Payment #1 in the amount of \$1,521.65 to Confluence, Inc. for professional services associated with the Ankeny Boulevard Corridor plan project.
- CA - 10** Consider motion to approve Payment #6 in the amount of \$1,550.00 to DIXON Engineering, Inc., for engineering services on the Delaware Ground Storage Reservoir Rehabilitation project.
- CA - 11** Consider motion to approve Payment #3 in the amount of \$18,245.00 to DIXON Engineering, Inc., for engineering services on the Magazine Ground Storage Reservoir Rehabilitation project.
- CA - 12** Consider motion to approve Payment #4 in the amount of \$8,105.00 to DIXON Engineering, Inc., for engineering services on the Magazine Ground Storage Reservoir Rehabilitation project.
- CA - 13** Consider motion to approve Payment #25 in the amount of \$12,187.95 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
- CA - 14** Consider motion to approve Payment #8 in the amount of \$16,954.56 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer - Phase 2 project.
- CA - 15** Consider motion to approve Payment #7 in the amount of \$2,115.65 to HGS, LLC, for construction services on the Rock Creek Greenbelt - Native Vegetation project.
- CA - 16** Consider motion to approve Payment #21 (FINAL) in the amount of \$51,222.76 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.
- CA - 17** Consider motion to approve Payment #18 in the amount of \$28,454.92 to HR Green, Inc., for construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.
- CA - 18** Consider motion to approve Payment #4 in the amount of \$38,517.93 to MSA Professional Services, Inc., for engineering services on the SW Walnut Street and SW Ordinance Road Water Main project.
- CA - 19** Consider motion to approve Payment #4 in the amount of \$61,293.30 to Olsson, Inc., for engineering services on the Fiber Optic Network Upgrade project.
- CA - 20** Consider motion to approve Payment #2 in the amount of \$111,977.93 to On Track Construction, LLC for construction services on the 2023 Annual Storm Sewer Repairs project.
- CA - 21** Consider motion to approve Payment #17 in the amount of \$7,455.50 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
- CA - 22** Consider motion to approve Payment #19 in the amount of \$901.93 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
- CA - 23** Consider motion to approve Payment #40 in the amount of \$4,821.03 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

- CA - 24** Consider motion to approve Payment #9 in the amount of \$50,486.25 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.
- CA - 25** Consider motion to approve Payment #35 in the amount of \$33,140.41 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 26** Consider motion to approve Payment #3 in the amount of \$13,353.75 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 4 project.
- CA - 27** Consider motion to approve Payment #13 in the amount of \$19,329.30 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.
- CA - 28** Consider motion to approve Payment #2 in the amount of \$16,301.53 to Snyder & Associates, for engineering services on the Sawgrass Park Dam Improvements project.
- CA - 29** Consider motion to approve Payment #13 in the amount of \$10,672.25 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
- CA - 30** Consider motion to approve Payment #5 in the amount of \$5,355.20 to Snyder & Associates, Inc. for engineering services on the Watercrest Park Expansion project.
- CA - 31** Consider motion to approve Payment #13 in the amount of \$17,449.37 to Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.
- CA - 32** Consider motion to approve the July 1, 2024 Accounts Payable.
- CA - 33** Consider motion to adopt **RESOLUTION** authorizing the purchase of an AR331 Jacobsen Mower from Davis Equipment Corporation for the Otter Creek Golf Course.
- CA - 34** Consider motion to adopt **RESOLUTION** authorizing the purchase of splash pad equipment from Landscape Structures, Inc. for the Watercrest Park Expansion project.

- **Personnel Items**

- CA - 35** Motion to suspend the practices of Iowa Code Chapter 400 Civil Service, section 400.8 [Original entrance examination - Appointments], subsection 2, and 400.11 [Names certified - temporary appointment], subsection 1a, for the hiring of civil service positions for July 1, 2024 to June 30, 2025, as authorized by the passing of SF 2205 that was signed by Governor Reynolds and effective for 7/1/2024.

- **Community Development Items**

- CA - 36** Consider motion to adopt **RESOLUTION** accepting the final plat for Brazelton Estates, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.
- CA - 37** Consider motion to grant preliminary approval of King's Pointe Plat 1 Final Plat; and authorize cost-participation request for extensions and upsizing public sanitary sewer and water mains and upsizing sidewalk along NE Delaware in the amount estimated at \$58,386.25.
- CA - 38** Consider motion to adopt **RESOLUTION** accepting a Storm Water Management

Facility Maintenance Covenant and Permanent Easement Agreement, located on the property at 3625 N Ankeny Blvd and associated with the development of the North Ankeny Medical Park MRI Addition Site Plan.

- **Engineering Items**

- CA - 39** Consider motion to adopt **RESOLUTION** accepting a proposal from Alpha Landscapes, LLC in the amount of \$32,872.00 for the construction of the 2024 City-Wide Permanent Surface Restoration project.
- CA - 40** Consider motion to adopt **RESOLUTION** accepting public improvements in Spectrum 36 Plat 2 for water main, sanitary sewer, and storm sewer.
- CA - 41** Consider motion to adopt **RESOLUTION** accepting public improvements in Spectrum 36 Plat 2 for concrete paving.
- CA - 42** Consider motion to adopt **RESOLUTION** accepting public improvements in Spectrum 36 Plat 2 for asphalt paving.
- CA - 43** Consider motion to adopt **RESOLUTION** accepting public improvements in Spectrum 36 Plat 2 for subgrade.
- CA - 44** Consider motion to adopt **RESOLUTION** accepting public improvements for paving and subgrade prep associated with SE Four Mile Drive Turn Lane Improvements .

- **Capital Improvement Projects**

- CA - 45** Consider motion to adopt **RESOLUTION** ordering construction on the High Trestle Trail Experience Park - Phase 1 project and fixing a date for hearing thereon and taking bids therefor. (date of bid opening: (7/30/24 @ 10:30 A.M. / date of hrg: 8/5/24 @ 5:30 P.M.)

- **Administrative Items**

- CA - 46** Consider motion to adopt **RESOLUTION** authorizing temporary street closings for the purpose of the Ankeny Youth Triathlon.
- CA - 47** Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny to enter into a grant agreement with Bravo Greater Des Moines for a Public Art Grant for a glow trail along the High Trestle Trail.
- CA - 48** Consider motion to adopt **RESOLUTION** setting a public hearing on the Second Amendment to the Interim Tower Lease Agreement with T-Mobile. (date of hrg: 7/15/24 @ 5:30 p.m.)
- CA - 49** Consider motion to authorize the Mayor to sign the Estoppel Certificate for Healthcare Realty Services Incorporated, as agent for Ankeny North MOB, LLC at 800 East 1st Street for the leased space of 100 parking spots for purpose of providing park and ride parking for DART Ankeny Commuter service.
- CA - 50** Consider motion authorizing the Mayor to sign a contract termination agreement between the City of Ankeny, Iowa Economic Development Authority and SPAL - USA, Inc.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-50

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-50.

F. **SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none**

G. **RECESS - Mark Holm, Mayor**

H. **LEGISLATIVE BUSINESS:**

- **Approval of Ordinances:**

1. Ord 2172 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope K Farms LLC, R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area A).

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2172, sending it on its final passage and publication as required by law.

2. Ord 2173 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope K Farms LLC, R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area B).

Action# H2-1. Consider motion to accept third consideration of ORDINANCE 2173, sending it on its final passage and publication as required by law.

3. Ord 2174 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope K Farms LLC, R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre (Rezoning Area C).

Action# H3-1. Consider motion to accept third consideration of ORDINANCE 2174, sending it on its final passage and publication as required by law.

4. Ord 2175 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hope K. Farms, LLC. (PH 2024-40)

Action# H4-1. Consider motion to accept first consideration of ORDINANCE 2175.

I. **OLD BUSINESS: none**

J. **NEW BUSINESS:**

1. Proposed Development Agreement between the City of Ankeny and Community State Bank (PH 2024-41)

Action# J1-1. Consider motion to adopt RESOLUTION approving a development agreement between the City of Ankeny and Community State Bank.

2. Proposed Watercrest Park Expansion (PH 2024-42)

Action# J2-1.

Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$575,375.00; 2) receive and file report of bids received June 25, 2024; 3) adopt RESOLUTION making award of construction contract with Graphite

Construction in the amount of \$516,207.00; and 4) adopt RESOLUTION approving contract and bonds with Graphite Construction in the amount of \$516,207.00.

3. Proposed Reimbursement Agreement -DLE Seven, L.L.C.
SE Creekview Drive - Engineering and Design for Extension of Infrastructure

Action# J3-1. Consider motion to adopt RESOLUTION approving a Reimbursement Agreement between DLE Seven, L.L.C. and the City of Ankeny for engineering and design costs for extension of SE Creekview Drive.

4. Proposed SE Creekview Drive Extension (RISE)
Professional Services Agreement with Civil Design Advantage.

Action# J4-1. Consider motion to approve the Professional Services Agreement with Civil Design Advantage, for the design engineering and bidding phase services on the SE Creekview Drive Extension (RISE) Project in an amount not to exceed \$177,500.00 and the Mayor to execute said agreement.

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

City Manager
City Attorney

- **Report of the Governing Body:**

Mayor

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

- **Future Council Agenda Items:**

- ***Public Hearing - Permanent Electric Easement - Mid American Energy - 7/15/24 @ 5:30 p.m.***
- ***Public Hearing - 2nd amendment - Interim Tower Lease Agreement with T-Mobile - 7/15/24 @ 5:30 p.m.***
- ***Public Hearing - High Trestle Trail Experience Park - Phase 1 - 8/5/24 @ 5:30 p.m.***

L. ADJOURNMENT

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

Action# L1-1.

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

requests a closed session.”

2. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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



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City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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:

Approval of the July 1, 2024 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 1, 2024 agenda, with or without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2024-40: Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hope K. Farms, LLC from R-2, One-Family and Two-Family Residence District to PUD, Planned Unit Development.

EXECUTIVE SUMMARY:

The applicant, Hope K. Farms, LLC is requesting to rezone property from R-2, One-Family and Two-Family Residence District to PUD, Planned Unit Development. The area subject to the proposed rezoning consist of approximately 38.10-acres (+/-) of land located south of NW 54th Street and east of NW Irvinedale Drive within the northwestern quadrant of Ankeny. The subject property is surrounded by properties to the north and the west that are zoned PUD (Moeckley and Hope Crest PUD) and properties to the south that are zoned R-2, One-Family and Two-Family Residence District and R-1, One-Family Residence District. The areas to the north and east of the subject property are not within Ankeny's Corporate Limits.

The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map* identifies the subject area as being suitable for low density residential land uses. The zoning compatibility matrix lists the PUD

zoning classification as being partially compatible with the low density residential future land use classification.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on June 4, 2024.

PUBLIC OUTREACH EFFORTS:

Legal publication and notification.

The Plan and Zoning Commission held a public hearing at their meeting on May 21, 2024.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-40.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Ordinance
 P&Z Minutes
 Staff Report
 Applicant Letter
 P&Z Stamped Rezoning Exhibit
 P&Z Stamped PUD Book
 Aerial Map



PUBLIC HEARING 2024-40

5:30 P.M.

JULY 1, 2024

PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2175 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hope K Farms, LLC.

FROM: its current R-2, One-Family and Two-Family Residence District

TO: PUD, Planned Unit Development

Layman's Description – approximately 38.09 acres (+/-) located south of NW 54th Avenue and one-half mile east of NW Irvinedale Drive.

Notice of this hearing was published in the Des Moines Register on the 21st day of June, 2024 and notices were mailed to affected property owners as required by law.

Mayor:

"Has any written correspondence been received for this hearing"?

City Clerk:

None in the clerk's office.

Mayor:

"At this time, I would like to request Eric Jensen, Director of Community Development, provide a report to the Council on this proposed rezoning."

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing 2024-40.

Mayor

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

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN REAL ESTATE OWNED BY HOPE K. FARMS, LLC

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 4th day of June 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope K. Farms, LLC, to be rezoned from the current R-2, One-Family and Two-Family Residence District designation to PUD, Planned Unit Development and,

WHEREAS, on the 5th day of August, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF PARCEL 2021-85 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18797, PAGE 373, BEING A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 2021-85; THENCE NORTH 01°18'43" WEST ALONG THE WEST LINE OF SAID PARCEL 2021-85, A DISTANCE OF 1083.79 FEET; THENCE SOUTH 67°05'43" EAST, 1455.16 FEET TO THE EAST LINE OF SAID PARCEL 2021-85; THENCE SOUTH 01°14'08" EAST ALONG SAID EAST LINE, 509.07 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2021-85; THENCE SOUTH 89°38'45" WEST ALONG THE SOUTH LINE OF SAID PARCEL 2021-85, A DISTANCE OF 1326.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.26 ACRES (1,056,785 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND

A PART OF PARCEL 2021-85 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18797, PAGE 373, BEING A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2021-85; THENCE SOUTH 01°18'43" EAST ALONG THE WEST LINE OF SAID PARCEL 2021-85, A DISTANCE OF 50.02 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NW 54TH STREET AND THE POINT OF BEGINNING; THENCE SOUTH 89°51'17" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 205.00 FEET; THENCE SOUTH 01°14'08" EAST, 195.37 FEET; THENCE NORTH 88°45'52" EAST, 165.00 FEET; THENCE SOUTH 01°14'08" EAST, 1422.98 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 700.00 FEET, WHOSE ARC LENGTH IS 90.47 FEET AND WHOSE CHORD BEARS NORTH 83°10'58" WEST, 90.41 FEET; THENCE NORTH 79°28'49" WEST, 98.52 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 216.20 FEET AND WHOSE CHORD BEARS SOUTH 16°42'48" WEST, 215.77 FEET; THENCE SOUTH 22°54'25" WEST, 280.54 FEET TO SAID WEST LINE OF PARCEL 2021-85; THENCE NORTH 01°18'43" WEST ALONG SAID WEST LINE, 2051.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.83 ACRES (602,639 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 38.09 acres (+/-) of land located south of NW 54th Avenue and one-half mile east of NW Irvinedale Drive.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above described property owned by Hope K. Farms, LLC, from the current R-2, One-Family and Two-Family Residence District to PUD, Planned Unit Development.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and

Section 3. That this ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny Iowa, this 5th, day of August, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2024**

**1st Con _____ (P. Hrg.)
2nd Con _____
3rd Con _____**

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, May 21, 2024

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

CALL TO ORDER

Chair Ted Rapp called the May 21, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Annette Renaud, Todd Ripper and Lisa West. Staff present: Eric Jensen, Eric Carstens, Bryan Morrissey, Laura Hutzell, Ryan Kirschman, and Brenda Fuglsang.

PUBLIC HEARINGS

Item # 5. Hope K. Farms, LLC request to rezone property from R-2, One-Family and Two-Family Residence District to PUD, Planned Unit Development

Chair Ted Rapp opened the public hearing.

Staff Report: B.Morrissey reported that Hope K. Farms, LLC is requesting to rezone property from R-2, One-Family and Two-Family Residence District to PUD, Planned Unit Development. The proposed rezoning consists of approximately 38.10 acres and is located southeast of the NW 54th Street and NW Irvinedale Drive intersection. He stated the property is currently zoned R-2, One-Family and Two-Family Residence District, a zoning classification that was assigned to the property in 2022 as a part of the original Hope Crest rezoning. He shared the current zoning of the surrounding properties, which also includes property that is not within Ankeny's Corporate Limits. B.Morrissey said the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map identifies the subject area as being suitable for low density residential land uses. He noted that a PUD book was included with the submittal to provide greater detail about the potential development of this area. B.Morrissey presented the PUD Conceptual Plan and provided details of the bulk regulations. He noted that R-3 zoning regulations will apply to any items not covered within the PUD book. He explained that in December 2022 when the property was zoned to R-2 zoning classification, the plan at that time was to build duplexes in the area. The applicant now wants to develop single-family detached homes with minimum 50' lot widths. The applicant has submitted the required rezoning petitions and all legal notification requirements have been satisfied. Staff will present a complete staff report and recommendation at the next Plan and Zoning Commission meeting on June 4, 2024.

R.Weisheit confirmed the location of the future State Street on the PUD conceptual plan. He further asked if the 50' lot width is compatible with the abutting PUD's? B.Morrissey said the original Hope Crest PUD called for a 55' minimum lot width, which is comparable.

T.Rapp said the park dedication matrix was less than half the required acres. B.Morrissey responded that the applicant and the city's park department are working on a parkland dedication agreement to satisfy the parkland requirement.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale on behalf of Hope K Farms said he would answer any questions the Commission may have on the request.

T.Rapp said he personally questions whether vinyl should be listed as a quality building material in the PUD book. Jared Murray responded that it is to provide more flexibility for entry level homes to be more affordable.

Cheryl Gritton, 2104 NW 44th Street, Ankeny presented to the Commission a packet of photos showing the retaining pond on her lot, Lot 5, and neighboring Lots 4 and 6. She said that Lots 4, 5 and 6 are owned and maintained by her and two of her neighbors. It is not owned by the Association. She presented pictures to the Commission showing the size and the attractiveness of the pond, noting that the pond has a lot of wildlife. Her concern is with the development of home lots directly adjacent to their pond at the rear of their property. She commented that her homeowner's insurance company informed them that due to the "attractive nuisance" of the pond, that their homeowners and liability insurance would go up due to the development of a residential lot directly adjacent to their pond. Cheryl Gritton does not believe that they should have to accept the risk and be financially burdened due to the design of this development. She would like to see the development be designed differently. Cheryl Gritton asked

the Commission to take into consideration the additional liability that would be placed on them and require a change to be made in the design for this development before it is developed.

T.Rapp confirmed that the pond is owned by the property owners who live on Lots 4, 5, and 6. Cheryl Gritton responded, yes. The other detention ponds in Brinmore Estates are owned by the HOA.

Sarah Zimmerman, 2108 NW 44th Street, Ankeny said, in addition to Cheryl's concerns about the financial and liability issues, should this development move forward, she wanted to confirm that the parkland deficiency would be addressed before the PUD is approved. E.Jensen presented the rezoning exhibit and briefly shared how the city and the applicant will work to provide the required parkland for this development. He noted that information will be included in the staff report that will be presented at the next meeting on June 4, 2024.

Michael Doll, 2112 NW 44th Street, Ankeny inquired as to the number of homes that will be built and the price range for the homes. He also asked what the reasoning is for the change from bi-attached to single family homes and wanted to know if the rezoning would affect the number of homes and lot sizes. E.Carstens responded that staff's understanding from the developer is that the change is for market reasons, and he further provided details on the differences in bulk regulations between the two zoning classifications. Michael Doll then asked if there would be any changes made to the existing pond in the Hope Crest II PUD. E.Jensen said he believes that it will be reworked, so staff will address his questions in the full staff report at the next meeting.

Michael Doll inquired whether there was any information on plans for the property to the east and west of the proposed development. T.Rapp responded that he is aware that there are discussions ongoing about the Moeckly PUD to the west, but is unsure of any plans to the east. Michael Doll asked if there would be any businesses? T.Rapp responded that he is not aware of any commercial nodes in those areas.

Motion by T.Flack to close the public hearing, and receive and file documents. Second by R.Weisheit. All voted aye. Motion carried 7 – 0.

Chair T.Rapp shared that staff will provide information regarding the questions/comments that were made during the public hearing in their full staff report, which will be presented at the next Plan and Zoning Commission meeting on June 4, 2024 at 6:30 p.m.

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, June 4, 2024
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair Ted Rapp called the June 4, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Annette Renaud, and Todd Ripper. Absent: Lisa West. Staff present: Eric Carstens, Bryan Morrissey, Laura Hutzell, Jake Heil, Ryan Kirschman, and Brenda Fuglsang.

BUSINESS ITEMS

Item # 5. Hope K. Farms, LLC request to rezone property from R-2, One-Family and Two-Family Residence District to PUD, Planned Unit Development

Staff Report: B.Morrissey reported that Hope K. Farms, LLC is requesting to rezone property from R-2, One-Family and Two-Family Residence District to PUD, Planned Unit Development. The proposed rezoning consists of approximately 38.10 acres and is located southeast of the NW 54th Street and NW Irvinedale Drive intersection. He stated that the property is currently zoned R-2, One-Family and Two-

Family Residence District, a zoning classification that was assigned to the property in 2022 as a part of the original Hope Crest rezoning. He noted the current zoning of the surrounding properties, which included property that is not within Ankeny's Corporate Limits. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map identifies the subject area as being suitable for low density residential land uses. B.Morrissey presented, and briefly reviewed the details of the PUD Conceptual Plan. B.Morrissey shared that during the public hearing there were discussions and questions asked from the Commission and the public. He responded to those questions, which related to the parkland dedication requirements, the plans for the land to the east and west of this property, the privately-owned detention pond located on lots 7A, 7B, 8A and 8B of the Brinmore Estates Plat 3, which abut this parcel and, the differences between the original Hope Crest rezoning and the proposed rezoning. He noted that the proposed rezoning is consistent with the land use classifications shown on the Ankeny Plan 2040 Future Land Use Map. Staff recommends that the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone property from R-2, One-Family and Two-Family Residence District to PUD, Planned Unit Development.

There were no further comments from the applicant.

Motion by A.Renaud to recommend City Council approval of the request by Hope K. Farms, LLC to rezone property from R-2, One-Family and Two-Family Residence District to PUD, Planned Unit Development. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

Agenda Item: Hope Crest II Rezoning – Action
Report Date: May 30, 2024
Prepared By: Bryan Morrissey *ESC*
Associate Planner

Discussion

The applicant, Hope K. Farms, LLC is requesting to rezone property from R-2, One-Family and Two-Family Residence District to PUD, Planned Unit Development.

The area subject to the proposed rezoning consists of approximately 38.10 acres (+/-) of land located southeast of the NW 54th Street and NW Irvinedale Drive intersection. The property is currently zoned R-2, One-Family and Two-Family Residence District, a zoning classification that was assigned to the property in 2022 as a part of the original Hope Crest rezoning. The subject area is surrounded by properties to the north and west that are zoned PUD (Moeckley and Hope Crest PUD) and properties to the south that are zoned R-2, One-Family and Two-Family Residence District and R-1, One-Family Residence District. The areas to the north and east of the subject property are not within Ankeny's Corporate Limits.

As previously mentioned, the applicant is proposing that the subject area consisting of approximately 38.10 acres (+/-) be rezoned to PUD, Planned Unit Development. The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map* identifies the subject area as being suitable for low density residential land uses. The zoning compatibility matrix lists the PUD zoning classification as being partially compatible with the low density residential future land use classification.

A PUD book has been included with the submittal to provide greater detail for the potential development. Features within the PUD book worth noting include 50' minimum lot widths, 6,400 square foot minimum lot areas, required trees in front yards, landscaping buffering along future NW State Street, and privately owned and maintained wet-bottom detention ponds. Additionally, the R-3 Zoning Classification will apply to any feature not covered in the PUD Book. A conceptual plan has been included in the PUD book to show potential lot and street layouts. The bulk regulations for the PUD are as follows:

- Single-Family Residential
 - Detached homes with minimum two-car attached
 - Minimum Lot Width at front yard setback - 50 feet
 - Minimum Lot Area – 6,400 Square Feet
 - Minimum Yard Requirements
 - Front – 25 feet
 - Rear – 25 feet
 - Side – 10 feet total (minimum 5' one side)
 - Additional Landscaping: A minimum of one overstory/ornamental tree within the front yard of each lot
 - 20-foot landscape buffer required on residential lots adjacent to NW State Street
 - R-3 Zoning Regulations shall apply to any items not covered within this PUD

The applicant has submitted rezoning petitions consisting of 67.52% of the land area within 250' of the rezoning request, meeting the minimum 60% requirement to proceed with the request. Additionally, the applicant has also submitted the required petitions for the land subject to the rezoning.

Notifications of the public hearing were mailed to the surrounding property owners within 250' of the subject property on May 8, 2024; and a legal notice was published in the Des Moines Register on May 10, 2024. The City of Ankeny's Zoning Ordinance requires that the applicant post public notification signage on the property to inform the public of the proposed rezoning, as well as the time and place of the public hearing. The applicant posted on-site signage on Tuesday, May 14, 2024, providing the required seven days of notification for the public hearing.

Public Hearing

The Plan and Zoning Commission held a public hearing for the proposed rezoning on May 21, 2024. During the public hearing there was discussion regarding the project from City Staff, the applicant's engineer/representative, and three members of the public. A complete recap of the discussion and the questions asked can be found in the minutes from the meeting. The following topics/questions were discussed during the hearing:

Parkland Dedication

Information relating to the parkland dedication requirements for the Hope Crest development were requested by both the Commission and one audience member. As is required by City Code, parkland dedication is required for residential developments as a part of the final platting process. The formula for determining the amount of parkland that is to be dedicated is dependent on the individual lot sizes within a plat. In cases where it is not feasible for developers to dedicate land as a part of a proposed subdivision, payment in lieu of parkland is accepted.

The applicant has been working with City staff on plans to dedicate parkland and to provide payment to the City to satisfy parkland requirements for not only this area, but the area owned by the applicant to the east as well. A formal parkland dedication agreement will be required between the City and the applicant when the final platting process takes place for the land to the north of future NW State Street. It's expected that the applicant will provide payment to satisfy the requirements of the initial phase of the Hope Crest development, while a small piece of land will be dedicated with the area north of future NW State Street. That small sliver of land will align with the proposed park associated with the Moeckly PUD to the west. The expectation is that a larger piece of parkland will be dedicated to the City when the property owned by Hope K. Farms to the east is officially annexed into Ankeny.

Surrounding Land

Questions were asked by members of the public about what plans there were for the land to the east and west of the subject area. The Moeckly property borders the subject area to the west and calls for a mix of low, medium, and high density residential, neighborhood commercial, and open space (park) uses in the area. See the land use map included in your packet from the Moeckly PUD book that was approved in May 2022. Land to the east of the subject development is not currently within Ankeny's corporate limits, however it is in the process of being annexed into Ankeny. The area subject to the ongoing annexation is classified as being suitable for low density residential land uses.

Private Detention Pond

Discussions were had between members of the public and the Commission regarding the privately-owned detention pond located on lots 7A, 7B, 8A, and 8B of Brinmore Estates Plat 3. Residents that spoke on the issue of the detention pond brought up their concerns about the potential properties abutting the pond to the north and additional liabilities that they may be responsible for.

As mentioned previously at the public hearing, the pond is privately owned and maintained by the owners of lots 7A, 7B, 8A, and 8B. They own and enjoy the use of it, but they are also responsible for maintaining it, and they are concerned about the future liabilities of people trespassing on their properties. The proposed rezoning would not change the fact that there will be future neighboring properties. If anything, the rezoning may lessen the

number of units that back up to the pond. If the pond owners are concerned about the adjacent property owners to the north, they are able to apply for a fence permit to install a fence along their north property lines, as any perceived safety issues with the pond would be theirs to address. With that being said, existing easements around the pond and necessary drainage patterns would likely prevent the owner's ability to install a fence along the east and west sides of the pond.

Original Hope Crest Proposal

Lastly, discussion was had about how this proposal differs from the original Hope Crest rezoning that was approved in 2022. As mentioned during the public hearing, the original plan was to have bi-attached or duplexes in this area, but due to market conditions, the applicant decided that single family detached homes would be more appropriate in this market. The new proposal calls for approximately 64 housing units, while the previous proposal called for a total of 72 units. Generally speaking, the reduction in lot density and the change to a single family detached product is the only tangible change to the subject area with this proposal. Future street layouts are expected to stay the same as they were previously, plans to fill in parts and reshape the existing detention pond are the same, and future NW State Street's alignment has not changed. In summary, this proposal, should it be approved, will provide a less dense housing development compared to what was previously approved.

Summary

The proposed rezoning is consistent with the land use classifications shown on the Ankeny Plan 2040 Future Land Use Map. Therefore, staff recommends that the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone property from R-2, One-Family and Two-Family Residence District to PUD, Planned Unit Development.



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

April 19, 2024

Honorable Mayor and City Council
c/o Eric Carstens
City of Ankeny
Community Development - Planning
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Rezoning – Hope Crest II

Honorable Mayor and City Council;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 38.1 acres located south and west of 1901 NW 54th Street. The existing zoning of the property is R-2 One-Family and Two-Family Residence District and we are requesting to rezone to a Planned Unit Development with underlying R-3 zoning. Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

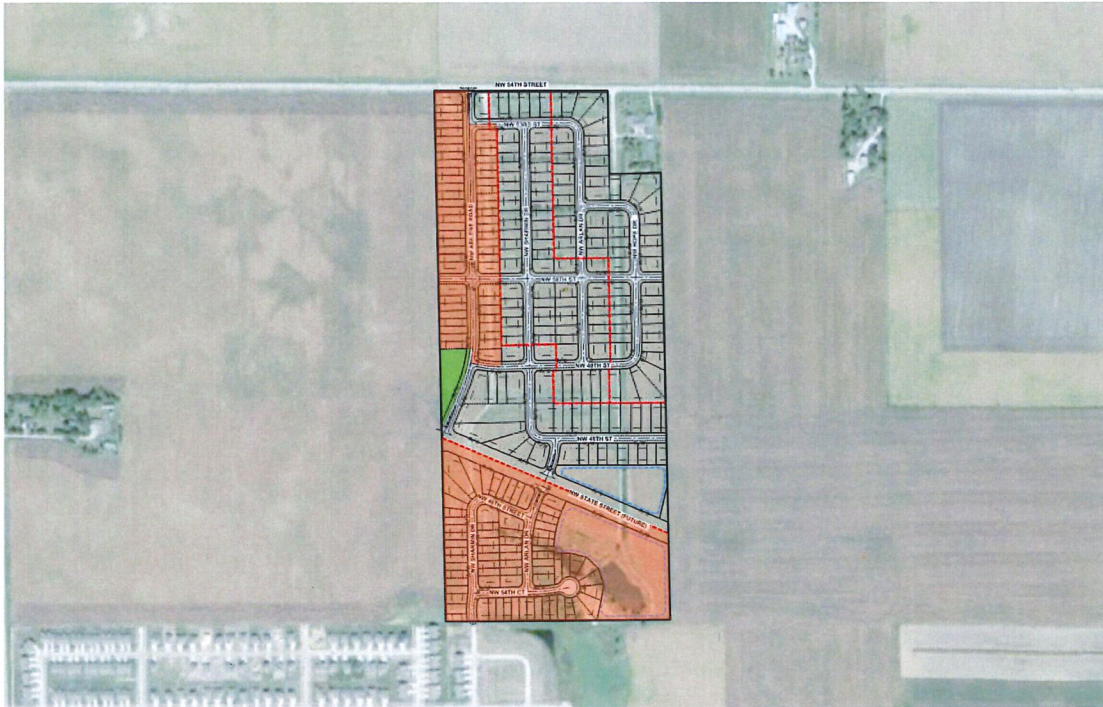
CIVIL DESIGN ADVANTAGE, LLC

Jared Murray, P.E.

HOPE CREST II

PLANNED UNIT DEVELOPMENT

CITY OF ANKENY



Applicant:



Prepared by:



May 17, 2024

ROLL CALL			
Plan & Zoning Commission			
Ankeny, IA			
Date	<u>June 4, 2024</u>		
Ayes	<u>6</u>	Nays	<u>0</u>
Abstain	<u>—</u>	Absent	<u>1</u>
APPROVED			
<u>T. Repp</u>			Chairperson
<u>B. Lugsang</u>			Secretary

HOPE CREST II
Planned Unit Development

TABLE OF CONTENTS

1 THE PLAN

Overview Narrative
PUD Master Plan
Bulk Regulations

2 REZONING REQUEST

Rezoning Petition
Rezoning Map

3 SUPPORTING EVIDENCE

Supporting Evidence Statement
Parkland Dedication Calculation

4 ARCHITECTURAL CHARACTER

Architectural Character Statement

THE PLAN

Hope Crest II - Ankeny

OVERVIEW NARRATIVE

The overall Hope Crest property consists of 91.98 acres consisting of single-family residential, wet ponds for storm water management and fishing and parkland dedication for surrounding property owners. The property is generally located southeast of the intersection of NW 54th Street and NW Irvinedale Drive, west of NW Ash Drive, and north of Rock Creek Elementary School. The property is currently zoned R-2: One-Family and Two-Family Residence District.

This portion of the property (38.10 acres) is being proposed as a Planned Unit Development with an underlying R-3 zoning that would allow single family residential lots with a minimum width of 50 feet. This product allows further diversity within the development and will allow a more affordable product for the residents. The development will also provide unique amenities by offering walking paths and water features that will serve as storm water detention and attract wildlife. A city neighborhood park will also be situated off NW Abilene Road for the enjoyment of its residents.

Architecture will be enhanced to maintain curb appeal and blend into the other residential products by providing additional features such as front porches, stone/brick on the front elevation, front dormers, columns, front window accents and varied roof articulations. Examples of the architecture can be found further into this document.

This PUD establishes the bulk regulations, supporting evidence and development character for development within the PUD area. A conceptual master plan has been provided that illustrates the proposed land use, public street locations and city park location. A preliminary plat will be prepared and reviewed by the City for the development of the property that will further address street design, utilities, traffic generations and sewer/storm water calculations.

As detailed throughout the information provided, the Hope Crest II PUD offers guidelines allowing some flexibility in development beyond standard zoning. That flexibility includes allowing smaller lot sizes and a reduction in building setbacks. In return, the city of Ankeny is receiving a unique development that offers amenities that are not provided in a standard development. The residents will have access to walking paths that will provide connectivity to local parks as well as water features that will provide storm water detention and attract wildlife. A variety of architectural elements are being added to the homes being built within the PUD area to enhance curb appeal and additional landscaping is required to provide more trees to the property.

It is the developers intent to sell all portions of the development.

NW 54TH ST

NW 6TH ST

NW 110TH AVE

NW 1ST ST

NW IRVINGDALE DR

SITE

HOPE K. FARMS, LLC
4500 WESTOWN PARKWAY, SUITE #277
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMFG.COM
PH: (515) 381-3925

CIVIL DESIGN ADVANTAGE, LLC
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
CONTACT: JARED MURRAY
EMAIL: JAREDM@CDA-ENG.COM
PH. (515) 369-4400

P.U.D. CONCEPTUAL PLAN

MINIMUM LOT WIDTH = 50'
MINIMUM AREA = 6,400 SF
SETBACKS:
FRONT YARD = 25'
REAR YARD = 25'
SIDE YARD = 10' (5' MIN. EACH SIDE)
UNITS (114) / ACRE (38.10) = 2.99 UNITS/ACRE

EXISTING:	R-2: ONE-FAMILY AND TWO-FAMILY RESIDENCE DISTRICT
PROPOSED:	PUD: PLANNED UNIT DEVELOPMENT W/ UNDERLYING R-3 (MULTIPLE-FAMILY RESIDENCE DISTRICT)

1. THE DEVELOPER WILL BE RESPONSIBLE FOR STREETLIGHTS ALONG PUBLIC STREETS INCLUDING ALONG THE SOUTH SIDE OF NW 54TH STREET.
2. THIS DEVELOPMENT WILL BE PART OF A HOMEOWNER'S ASSOCIATION.
3. ALL SIDEWALKS WILL BE 5' WIDE, WITH THE EXCEPTION OF THE 8' WIDE TRAIL ALONG THE SOUTH SIDE OF NW 54TH STREET.
4. REPAIR ANY FIELD TILE ENCOUNTERED AND CONNECT TO STORM SEWER WHEREVER POSSIBLE.
5. NO LOTS WILL BE ALLOWED DRIVEWAY ACCESS OFF OF NW STATE STREET OR NW 54TH STREET.
6. OUTLOTS 'Y', 'W' AND 'Y' WILL UTILIZED FOR FUTURE DEVELOPMENT.
7. OUTLOT 'Z' WILL BE UTILIZED FOR STORM WATER DETENTION AND WILL BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION.
8. FENCES ON LOTS ADJACENT TO NW 54TH STREET AND NW STATE STREET SHALL BE SETBACK 20' FROM NW 54TH STREET AND NW STATE STREET R.O.W. FENCES WILL BE ALLOWED AT A 10' SETBACK FROM THE NW 54TH STREET AND NW STATE STREET R.O.W. WITH THE CONDITION THAT TWO TREES ARE PLANTED BETWEEN THE FENCE AND THE R.O.W.
9. AT THE TIME OF FINAL DESIGN UTILITY STRUCTURES AND ADA RAMPS SHALL BE REVIEWED TO AVOID CONFLICTS WITH DRIVEWAYS.

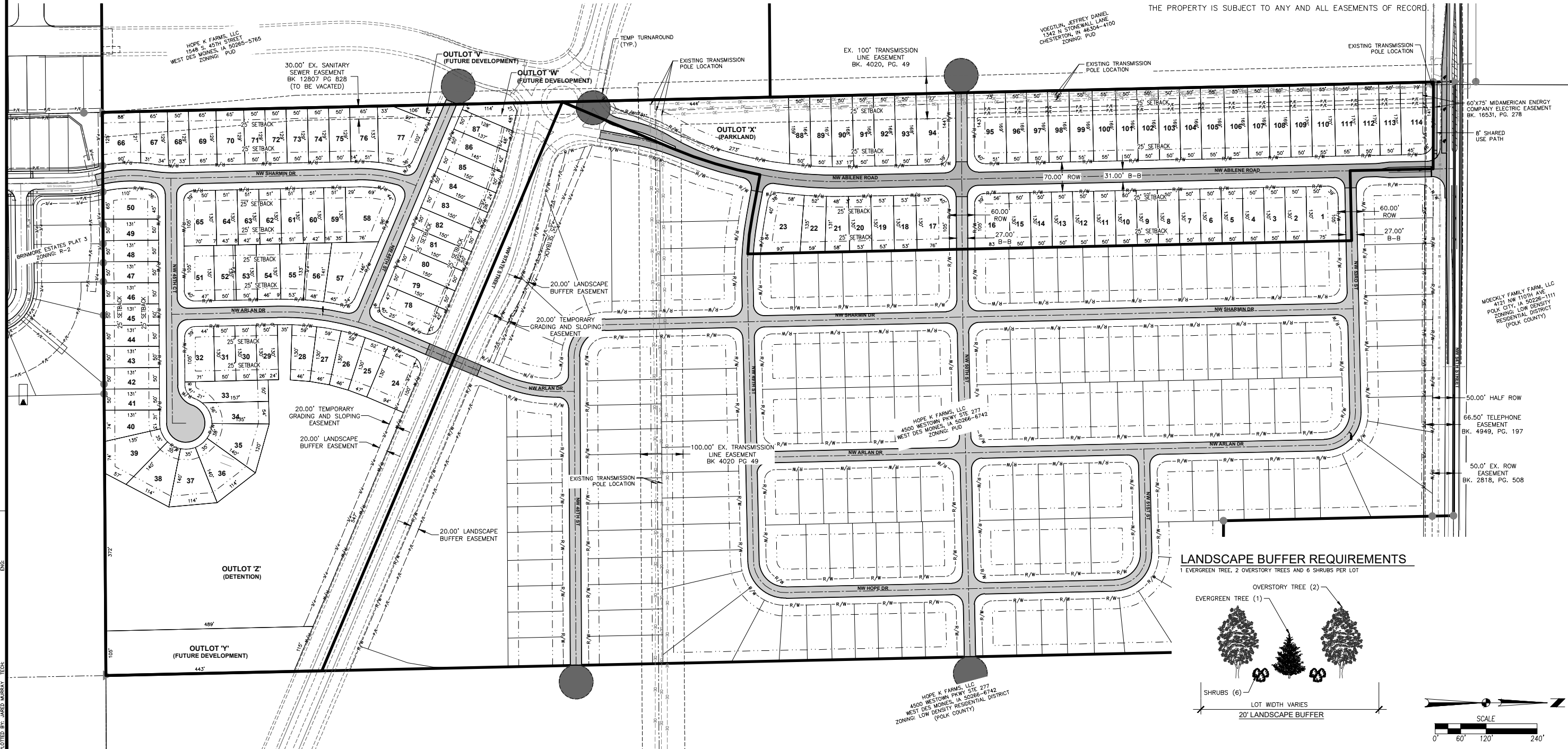
A PART OF PARCEL 2021-85 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18797, PAGE 373, BEING A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 2021-85; THENCE NORTH 01°18'43" WEST ALONG THE WEST LINE OF SAID PARCEL 2021-85, A DISTANCE OF 1083.79 FEET; THENCE SOUTH 67°05'43" EAST, 1455.16 FEET TO THE EAST LINE OF SAID PARCEL 2021-85; THENCE SOUTH 01°14'08" EAST ALONG SAID EAST LINE, 509.07 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2021-85; THENCE SOUTH 89°38'45" WEST ALONG THE SOUTH LINE OF SAID PARCEL 2021-85, A DISTANCE OF 1326.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.26 ACRES (1,056,785 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

A PART OF PARCEL 2021-85 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18797, PAGE 373, BEING A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2021-85; THENCE SOUTH 01°18'43" EAST ALONG THE WEST LINE OF SAID PARCEL 2021-85, A DISTANCE OF 50.02 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NW 54TH STREET AND THE POINT OF BEGINNING; THENCE SOUTH 89°51'17" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 200.05 FEET; THENCE SOUTH 01°14'08" EAST, 195.37 FEET; THENCE NORTH 88°45'52" EAST, 165.00 FEET; THENCE SOUTH 01°14'08" EAST, 1422.98 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 700.00 FEET, WHOSE ARC LENGTH IS 90.47 FEET AND WHOSE CHORD BEARS NORTH 83°10'58" WEST, 90.41 FEET; THENCE NORTH 79°28'49" WEST, 98.52 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 216.20 FEET AND WHOSE CHORD BEARS SOUTH 16°42'48" WEST, 215.77 FEET; THENCE SOUTH 22°54'25" WEST, 280.54 FEET TO SAID WEST LINE OF PARCEL 2021-85; THENCE NORTH 01°18'43" WEST ALONG SAID WEST LINE, 2051.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.83 ACRES (602,639 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



FILE: H:\2022\202133\DWG\REZONING - REVISED\202133-RUD CONCEPTUAL PLAN - 2.DWG
FILE DATE: 5/16/24 DATE PLOTTED: 5/16/2024 3:03 PM COMMENT:
PLOTTED BY: JARED MURRAY TECH: FNG:

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

11

ANKENY, IOWA

HOPE CREST II

PUD CONCEPTUAL PLAN

1/1
2202.133
GA

Hope Crest II – Ankeny Planned Unit Development

BULK REGULATIONS

SINGLE-FAMILY RESIDENTIAL (50' wide + Lots)

- Detached homes with minimum two-car attached
- Minimum Lot Width at front yard setback – 50 feet
- Minimum Lot Area – 6,400 s.f.
- Minimum Yard Requirements:
 - Front – 25 feet
 - Rear – 25 feet
 - Side – 10 feet total (min. 5' one side)
- Additional Landscaping: A minimum of one overstory/ornamental tree shall be planted within the front yard of each lot.
- R-3 Zoning Regulations shall apply to any items not covered within this PUD
- 20 foot landscape buffer required on residential lots adjacent to NW State Street and NW 54th Street.
 - Buffer shall consist of 1 evergreen tree, 2 overstory trees and 6 shrubs per lot.

REZONING REQUEST

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address: Attached

request that said real estate be rezoned from its present classification of R-2 to PUD for the purpose of allowing the following use(s):
Detached single family residential development.

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this petition for the purpose of having the above described real estate rezoned from _____ to _____.

Parcel owner(s) signatures

Hope K Farms, LLC - Reza Kargarzadeh

(owner name)

(Signature)

(owner name)

(Signature)

Parcel owners within 250' of the above tract:

Property Owner: Hope K Farms, LLC

Address: 4500 Westown Parkway, Suite 277, West Des Moines, IA 50266

Signature: _____

Date: 04/16/2024

Printed Name: Reza Kargarzadeh

Title: _____

Property Owner: _____

Address: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Rezoning Application Form

Property Location (street address and/or boundary description):

SW of 1901 NW 54th Street

Gross acreage of rezoning: 38.1 Acres

Current property zoning: R-2

Proposed property zoning: PUD

Conditions:

Is property within Ankeny's corporate limits ☒ yes ☐ no

Applicant/Contact Person:

Full Name: Arash Razizadeh Company: Hope Development and Realty

Address: 4500 Westown Parkway, Suite #277

City, State, Zip: West Des Moines, Iowa, 50266

Office Phone: 515-381-3925 Cell Phone: 515-528-5252

E-mail: arash.razizadeh@epcmfg.com

Property Owner:

Full Name: Reza Kargarzadeh Company: Hope K Farms, LLC

Address: 4500 Westown Parkway, Suite #277

City, State, Zip: West Des Moines, Iowa, 50266

Office Phone: 515-381-3925 Cell Phone:

E-mail: rkargarz@epcmfg.com

Attorney

Full Name: Firm Name:

Address:

City, State, Zip:

Office Phone: Cell Phone:

E-mail:

Land Surveyor/Engineer: Civil Design Advantage - Jared Murray

Address: 4121 NW Urbandale Drive

City, State, Zip: Urbandale, Iowa, 50322

Office Phone: 515-369-4400 Cell Phone:

E-mail: JaredM@cda-eng.com

I (We) certify that I (we) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Ankeny, and have submitted all the required information.

Signed by: Arash Razizadeh Date: 4-16-2024
(Applicant/Contact Person)

Note: No other signature may be substituted for the Property Owner's Signature

and: [Signature] Date: 4/16/2024
(Property Owner)

Original signatures are required

HOPE CREST PUD REZONING DESCRIPTION

A PART OF PARCEL 2021-85 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18797, PAGE 373, BEING A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 2021-85; THENCE NORTH 01°18'43" WEST ALONG THE WEST LINE OF SAID PARCEL 2021-85, A DISTANCE OF 1083.79 FEET; THENCE SOUTH 67°05'43" EAST, 1455.16 FEET TO THE EAST LINE OF SAID PARCEL 2021-85; THENCE SOUTH 01°14'08" EAST ALONG SAID EAST LINE, 509.07 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2021-85; THENCE SOUTH 89°38'45" WEST ALONG THE SOUTH LINE OF SAID PARCEL 2021-85, A DISTANCE OF 1326.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.26 ACRES (1,056,785 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND

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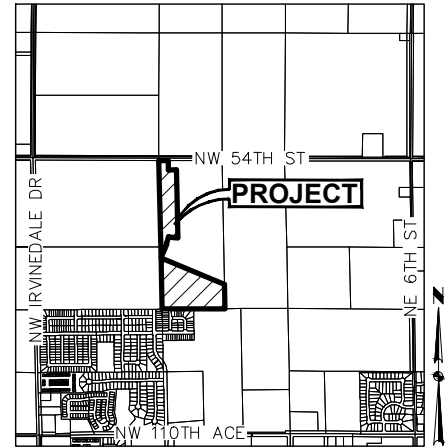
COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2021-85; THENCE SOUTH 01°18'43" EAST ALONG THE WEST LINE OF SAID PARCEL 2021-85, A DISTANCE OF 50.02 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NW 54TH STREET AND THE POINT OF BEGINNING; THENCE SOUTH 89°51'17" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 205.00 FEET; THENCE SOUTH 01°14'08" EAST, 195.37 FEET; THENCE NORTH 88°45'52" EAST, 165.00 FEET; THENCE SOUTH 01°14'08" EAST, 1422.98 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 700.00 FEET, WHOSE ARC LENGTH IS 90.47 FEET AND WHOSE CHORD BEARS NORTH 83°10'58" WEST, 90.41 FEET; THENCE NORTH 79°28'49" WEST, 98.52 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 216.20 FEET AND WHOSE CHORD BEARS SOUTH 16°42'48" WEST, 215.77 FEET; THENCE SOUTH 22°54'25" WEST, 280.54 FEET TO SAID WEST LINE OF PARCEL 2021-85; THENCE NORTH 01°18'43" WEST ALONG SAID WEST LINE, 2051.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.83 ACRES (602,639 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FILE: H:\2022\2021\3\UNO\REZONING - REVISED\2021\3--REZONING EXHIBIT PUD - 2.DWG
PLOT DATE: 5/16/2024 3:04 PM
PLOT BY: J. MURRAY
DRAWN BY: J. MURRAY



VICINITY MAP



ANKENY, IA

OWNER / APPLICANT

HOPE K. FARMS LLC
CONTACT: REZA KARGARZADEH
4500 WESTOWN PARKWAY, SUITE #277
WEST DES MOINES, IA 50266
PHONE: (515) 381-3925
EMAIL: RKARGARZ@EPCMG.COM

ZONING

EXISTING: R-2: ONE-FAMILY AND TWO-FAMILY RESIDENCE DISTRICT

PROPOSED: PUD: PLANNED UNIT DEVELOPMENT W/ UNDERLYING R-3

ADJACENT OWNERSHIP

OWNER	ACRES	PERCENT	CONSENTING
1. HOPE K FARMS, LLC	33.85 AC.	67.52%	X
2. CITY OF ANKENY*	4.91 AC.	-	
3. MICHAEL MEYER & SUZANNE STEWART-MEYER	0.20 AC.	0.40%	
4. JEREMY & ASHLEE RIDENOUR	0.48 AC.	0.96%	
5. CHERYL GRITTON	0.44 AC.	0.88%	
6. SARAH ZIMMERMAN	0.22 AC.	0.44%	
7. MICHAEL DOLL	0.17 AC.	0.34%	
8. KIMBERLY GRANDINETTI	0.17 AC.	0.34%	
9. DONALD & MONA GROENHEIDE	0.17 AC.	0.34%	
10. RANDALL HORROCKS & SUSAN DEXTER	0.26 AC.	0.52%	
11. LORAN & CATHERINE DECKER	0.07 AC.	0.14%	
12. ERIC & KELSIE HAYS	0.08 AC.	0.16%	
13. BRINMORE ESTATES HOA	0.25 AC.	0.50%	
14. STEVE & DOMINIQUE WASHINGTON	0.14 AC.	0.28%	
15. JAMES & KRYSTAL CARLTON	0.14 AC.	0.28%	
16. DONALD & LYNNE ROBERTS	0.14 AC.	0.28%	
17. RUSSELL & SHIRLEY SLUITER	0.10 AC.	0.20%	
18. SHERELL STEPHENS	0.06 AC.	0.12%	
19. AMY PIERCE	0.14 AC.	0.28%	
20. JJR HOLDINGS LLC & SRM HOLDINGS LLC	0.27 AC.	0.54%	
21. STEVEN & COLETTE WALL	0.13 AC.	0.26%	
22. MICHAEL & TAMELIA CARR	0.13 AC.	0.26%	
23. DANIEL & ABIGAIL BUCHEIT	0.11 AC.	0.22%	
24. EDWARD FERRIER, JEFFREY VOEGTLIN & ANNETTE VOEGTLIN	8.97 AC.	17.89%	
25. HARMON FARMS LTD	1.18 AC.	2.35%	
26. MOECKLY FAMILY FARM LLC	2.26 AC.	4.51%	
*(50.13 AC.)	55.04 AC.	100%	67.52%

*PROPERTY OWNED BY THE CITY OF ANKENY IS NOT INCLUDED IN THE AREA PERCENTAGES.

AREA 'A' REZONING DESCRIPTION

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AREA 'B' REZONING DESCRIPTION

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THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



DATE

REVISIONS

3RD SUBMITTAL

2ND SUBMITTAL

1ST SUBMITTAL

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

TECH: JMM

ENGINEER: JMM

ANKENY, IOWA

HOPE CREST II - PUD
REZONING EXHIBIT

2202.133

SUPPORTING EVIDENCE

Hope Crest II - Ankeny

Supporting Evidence

VEHICULAR CIRCULATION

The primary access to Hope Crest will be from future NW State Street which will require 120' of public ROW and is proposed to cut diagonally through the property towards the northwest as it is extended from NW 36th Street. A secondary access will come from NW 54th Street at the NW Abilene Road tie in. Local streets will be extended through the property to provide connectivity to major streets as well as adjacent properties as development progresses east and west.

The city of Ankeny has a long-term plan to extend NW State Street through the property. NW 54th Street is considered a minor arterial street and is located along the northern boundary of this property. NW Abilene Road is a major collector and will tie into the future NW State Street and into the existing NW 54th Street.

A more detailed traffic study has been prepared by Bolton & Menk for the city to review.

PEDESTRIAN CIRCULATION

Five-foot wide public sidewalks will be constructed on both sides of all public streets to provide pedestrian access to all site amenities including the local city park and 8' trail. Pedestrian ramps will be provided at all four corners of the intersection of NW State Street and NW Abilene Road to connect the surrounding neighborhoods. An eight-foot wide public trail will be constructed on the south side of NW 54th street, with pedestrian ramps provided on the southern corners of the intersection of NW 54th street and NW Abilene Road.

UTILITIES

Sanitary sewer service will be provided by connecting into the existing 15" trunk sewer extending from NW Abilene Road and into existing 8" sanitary sewer from Brinmore Estates Plat 3 at the north end of NW Sharmin Drive. All sanitary sewer mains will be public and will be designed at minimum slopes due to flat topography.

The existing 10" water main on the eastern side of NW Abilene Road will be extended to NW 54th Street. The existing 8" water main along NW Sharmin Drive will be extended through the development along all local streets. There is an existing 12" water main along the south side of NW 54th Street. All water main will be public.

Storm sewer will be provided within public right-of-ways and sized per city code, ultimately discharging into one of the detention basins provided onsite.

Franchise utilities will service the PUD with 10' public utility easements and 7' gas easements generally connecting to services from Brinmore Estates to the south and NW 54th Street. These easements will be located adjacent to the public right-of-ways or within rear yards of residential lots as requested by the utility companies.

STORM WATER MANAGEMENT

The Hope Crest property generally drains from west to southeast discharging water to an unnamed tributary of Fourmile. Detention for the single-family residential areas will be provided in wet-bottom ponds provided throughout the site. All detention facilities shall be privately owned and maintained.

PARKS

An onsite public park approximately 0.91 acres in size and an offsite future park, approximately 9.48 acres in size, will be provided to satisfy a portion of the parkland dedication requirements for the residential uses within the development. The remaining parkland dedication requirement is proposed to be satisfied with a fee in lieu payment. Parkland dedication calculations are included.

PARKLAND DEDICATION CALCULATION

HOPE CREST

Ankeny, Iowa

AREA	ZONING	ACRES	Parkland % Required	Park Dedication Acres
SF	PUD II	21.62	10%	2.16
SF	PUD	38.09	10%	3.81
	CITY PARK	0.91	0%	0.00
	DETENTION PONDS	9.69	0%	0.00
	PUBLIC R.O.W.	21.66	0%	0.00
	FUTURE SINGLE FAMILY	162.57	10%	16.26
	FUTURE MULTI-FAMILY	39.01	10%	3.90
	FUTURE DETENTION POND	19.45	0%	0.00
	FUTURE CITY PARK	9.48	0%	0.00
	FUTURE R.O.W.	53.66	0%	0.00
TOTAL		376.15		26.13

City Park Land Provided = 10.39 Acres

City Park Dedication Required = 26.13 Acres

ARCHITECTURAL CHARACTER

Hope Crest II – Ankeny

ARCHITECTURAL CHARACTER STATEMENT

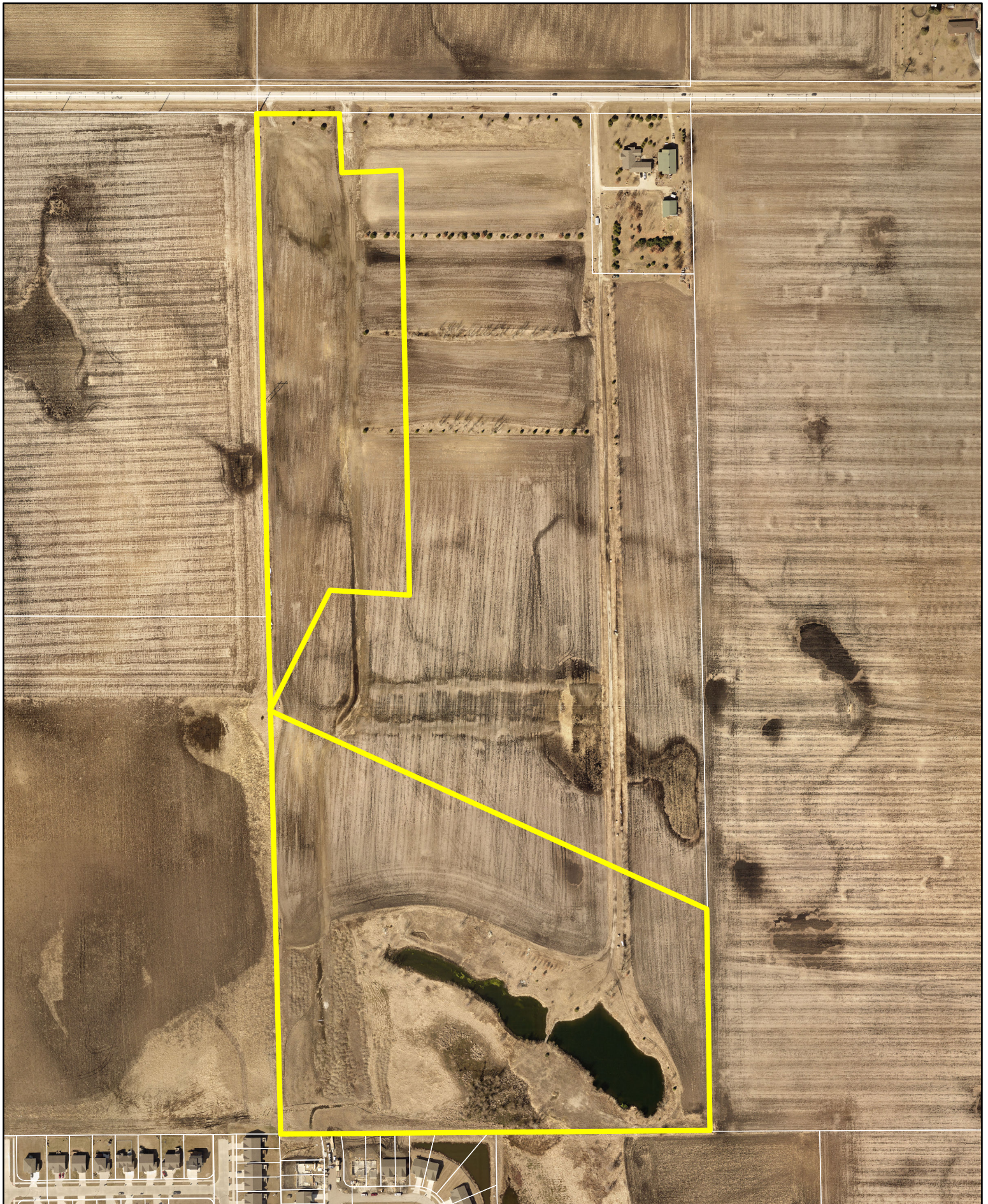
The following are examples of the type of architecture that will be constructed within the PUD area. A range of residential plans and custom features will be provided to promote curb appeal and a sense of neighborhood. Quality building materials such as but not limited to brick, stone, vinyl, cement board and stucco will be used to construct the homes and natural colors such as earth tones, grays or natural wood colors will be used.











1 inch = 375 feet

Date: 5/2/2024

Hope Crest II PUD - Rezoning





ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2024-41:

Proposed Development Agreement between the City of Ankeny and Community State Bank.

EXECUTIVE SUMMARY:

Community State Bank, currently headquartered at 1640 SW White Birch Circle in Ankeny, has been located in Ankeny since 1902 and was the first bank in Ankeny when it was located in Uptown. CSB now serves customers at nine locations around the Des Moines metro and is proposing to construct a new Class A office building in Ankeny.

CSB is proposing to make a significant investment in a new four-story, approximately 71,000 square foot office building and retail location on 5.5 acres at the northwest corner of NE 36th Street and NE Four Mile Drive. This location is one block south and east of Costco on the city's northeast side. This proposed facility will bring several banking divisions under one roof and will include CSB's tenth branch location on the first floor of the proposed facility. This consolidation of divisions will not result in the closure of any of CSB's nine branch locations, but will consolidate employees from home offices and other banking locations.

CSB's proposed project is eligible for Office Development Incentive Policy incentives. This policy only applies to office development projects greater than 40,000 square feet that also meet specific design and job creation requirements. CSB's proposed project meets all the requirements of this policy; therefore, the terms of the proposed development agreement reflect what is outlined in the approved policy.

The proposed development agreement includes five (5) years of property tax rebates equal to 100% of the TIF-eligible amount of property taxes paid on CSB's new office building. If five net new jobs paying greater than \$34.51/hour are created (in addition to all current and relocated employees) within 36 months of receiving a certificate of occupancy and those positions are maintained for two additional years, CSB will receive an additional five years of TIF rebates equal to 90%, 80%, 70%, 60%, 50% of the TIF eligible amount of property taxes paid each of those five years on the new facility. If CSB falls short on the job creation requirements, standard clawback provisions are included in the agreement and CSB will not receive any incentives years six to ten.

Construction is expected to begin next month and be completed in late 2025 or early 2026.

FISCAL IMPACT: Yes

Upon project completion, this project is expected to increase the taxable valuation of the property by approximately \$22.5 million. The terms of the proposed development agreement include five years of TIF rebates equal to 100% of the TIF-eligible amount on the new valuation. If Community State Bank creates five new jobs during this period, an additional five years TIF rebates will be awarded at 90%, 80%, 70%, 60%, 50% for years six through ten. TIF payments will not exceed \$3,900,000 over the ten-year term of the agreement. During this time, approximately \$3.7 million of net new tax revenues will be collected from the project. After the terms of the development agreement have been satisfied, the total amount of new tax revenues (to all taxing entities) generated as a result of this project will be approximately \$750,000 annually.

CITY MANAGER'S RECOMMENDATIONS:

To approve the development agreement between the City of Ankeny and Community State Bank as presented later on the agenda.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

A public hearing date was set at the June 17, 2024 City Council meeting.

PUBLIC OUTREACH EFFORTS:

A public hearing was held at the July 1, 2024 City Council meeting.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-41.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Community State Bank DA



PUBLIC HEARING 2024-41

5:30 P.M.

JULY 1, 2024

**PROPOSED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY AND
COMMUNITY STATE BANK**

Mayor:

This is the time and place for a public hearing on the matter of a proposed development agreement between the City of Ankeny and Community State Bank related to business expansion. The Notice of Hearing on this proposal was published in the Des Moines Register on the 21st day of June, 2024.

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, Derek Lord, Director of Economic Development, provide a report to the Council on this proposed development agreement.”

After Report:

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

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

☐ Consider **MOTION** to close Public Hearing 2024-41.

“Further consideration and action will take place on this proposed item under “New Business”, Agenda Item “J”, later in this meeting.

WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

**Tax Increment Development Agreement
COMMUNITY STATE BANK**

Whereas, the City of Ankeny, Iowa (hereinafter "City"), has been presented with a proposal for an Urban Renewal Project to be undertaken by Community State Bank (hereinafter "Company") and its affiliated businesses; and

Whereas, the Urban Renewal Project to be undertaken by the Company is on approximately 5.5 acres located at the northwest corner of NE 36th Street and NE Four Mile Drive, Ankeny, Iowa and legally described as:

Lot 1 in Spectrum 36 – Plat 3, an Official Plat in Ankeny, Polk County, Iowa (hereinafter "Project Area").

Whereas, the Project Area is located within the Northeast Ankeny Urban Renewal Area established by Resolution #2010-287 passed on October 18, 2010 (hereinafter "Urban Renewal Area") and the Urban Renewal Plan established by Ordinance #1682 passed on October 18, 2010 (hereinafter "Ordinance"), and the City approved the amended and restated plan for the Northwest Ankeny Urban Renewal Plan; Resolution No. 2021-332, adopted September 7, 2021; and

Whereas, the City has adopted an Ordinance under which tax incremental revenues are divided with a portion going into the Urban Renewal Tax Increment Fund of the City, pursuant to *Iowa Code* §403.12 and §403.19; and

Whereas, the Company is proposing an Urban Renewal Project that will construct an approximately 71,305 square foot headquarters facility consisting of primarily office uses and ancillary retail banking location (the "Project") to be located within the Project Area, with the Company anticipating adding five (5) new jobs within three years from the date of the Company receiving a Certificate of Occupancy for the Project; and

Whereas, the Project is eligible for benefits in accordance with the Office Development Incentive Policy adopted by the City by Resolution No. 2022-299 which consists of incentives that provide certain property tax rebates (hereinafter "City Contribution"); and

Whereas, the City has determined that the Project is consistent with the economic development objectives of the City and that development of the Project Area is in the best interest of the City. The City further finds that the use of City funds is in accord with the provisions of the applicable laws under which the Project will be undertaken, including, but not limited to *Iowa Code* Chapters 15A and 403.

Now, Therefore, the City and Company, in consideration of the promises and mutual obligations set forth in this Development Agreement (hereinafter "Agreement"), agree as follows:

Article I

1. The Company shall construct the Project at its cost and in conformance with all applicable rules, regulations, ordinances and laws.
2. The Company shall commence the Project, defined as footings in the ground, within twelve (12) months of approval of this Agreement by the City.
3. The Project shall consist of construction of an approximately 71,305 square foot, four-story office building with a retail banking location on the first level and associated site improvements at the Project Area.
4. The Project exterior shall not consist of less than 30% glass and shall be constructed similarly to the exterior renderings in **Exhibit "A."**
5. The Company acknowledges the City's payment of incentives associated with the Project is contingent on the completion of Project and the issuance of a Certificate of Occupancy by the City for the Project.

Article II

1. Each annual rebate payment on the tax increment financing eligible improvements is contingent upon proof that real estate taxes owed on the taxable value of the Project have been paid and upon satisfaction of all other contingencies set out in this Agreement. The City will rebate to the Company one hundred percent (100%) of the tax revenue produced at the Tax Increment Financing Rate by the non-exempted portion of the incremental taxable property valuation added as a result of the Project (such revenue hereinafter referred to as the "Tax Increment"), and paid by the Company, for a period of five (5) years except as restricted below. The first payment will be made in the fiscal year in which the taxes based on the value of the completed Project are first paid. If the Company meets job creation requirements within 36 months of receiving a Certificate of Occupancy, and maintains no less than five (5) jobs at year

five, the Company will qualify for an additional five years sliding scale tax rebates under the following schedule:

- Year 6 – 90%
- Year 7 – 80%
- Year 8 – 70%
- Year 9 – 60%
- Year 10 – 50%

Notwithstanding anything contained herein, the total amount of the taxes rebated to the Company shall not exceed the sum of Three Million Nine-Hundred Thousand Dollars (\$3,900,000.00).

2. Each annual rebate payment that is to be paid to the Company shall be paid on or about June 30 of the fiscal year such incremental taxes are paid, upon finding that the conditions precedent have been satisfied for said year.

3. The City's obligation to rebate taxes shall be restricted and limited by the City's ability to capture the Tax Increment funds from the qualifying Project. This will include but may not be limited to the following:

- a. The Tax Increment Financing Rate established annually;
- b. The amount of Tax Increment collected from the Project on an annual basis after any abatement and/or exemption of property taxes and valuation by the Polk County Assessor;
- c. Amendments to the laws of the State of Iowa that limit or revise the amount of Tax Increment funds available to the City from the Project; and
- d. Limitations established by the City Council in the adopted Financial Policy; provided, however, that any such limitations shall be apportioned equally to all businesses similarly situated and shall not be applied solely to the Company or Project.

4. Notwithstanding the foregoing, the City pledges and agrees to make all reasonable efforts to obtain from the County Auditor the entire amount of Tax Increment revenues derived from the Project; however, the City makes no representation, warranty or guarantee as to the tax benefits that will accrue to the Company as a result of this financial assistance package.

5. For purposes of this Article, the incremental taxable property value will be determined at the sole discretion of the Polk County Assessor.

6. Each tax rebate is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future rebates shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal

indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement that can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

ARTICLE III

1. The Company, and its affiliated businesses, agrees to create five (5) full-time positions, defined as one person employed 2,080 hours per year, at the wages listed in the table below, within three (3) years of the date the Certificate of Occupancy is issued (hereinafter "Project Completion Period") and maintain these positions for a period of two (2) additional years (hereinafter "Maintenance Period") following the Project Completion Period, for a total of a five (5) years, (hereinafter "Project Period").

Laborshed %	FY24 Wage Rate	# of Positions	Created/Retained	Rebate Value
>120%	>\$34.51	5	C	\$7,500

2. The Company shall submit payroll records within thirty (30) days of approval of this Agreement and as requested by the City, not to exceed bi-annually, during the Project Period or until the City has notified the Company in writing that all job creation requirements have been met.

3. If the Company does not meet the job obligations listed above by the Project Completion Period, the City shall retain a portion of the Company's annual tax rebate. Any amount retained will be calculated based on the number of jobs that were obligated and not created by the Project Completion Period using the rebate value listed above.

For example, if the Company is short by 2 jobs paying greater than 120% of the laborshed wage the amount to be withheld is \$7,500 per job multiplied by 2, for a total amount withheld of \$15,000. The City will reduce the Company's employment obligations to reflect the number of jobs created at the end of the Project Completion Period and this number must be maintained through the Maintenance Period. The maximum amount that can be withheld is \$37,500.

4. If the Company does not meet the job obligations through the Maintenance Period, the City shall retain a portion of the tax rebate for the number of jobs it failed to maintain. The amount retained will be calculated as described above.

Article IV

1. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States certified mail or other established express delivery service (such as Federal Express) that guarantees overnight delivery, postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

City: City of Ankeny
City Manager
410 W First Street
Ankeny, IA 50023

Company: Community State Bank
Attn: Kurt Gibson, CEO
2750 NE 36th Street
Ankeny, IA 50023

Notices shall be effective upon receipt or refusal.

2. Each party shall have all remedies provided by law or equity to the same extent as if fully set forth herein word for word. No remedy available to any party shall exclude any other remedy available to such party under this Agreement or provided by law or equity. All remedies shall be cumulative.

3. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

4. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

5. The terms, covenants, conditions and agreements contained herein shall constitute covenants running with the land and shall be binding upon, and inure to the benefit of, the successors and assigns of the Company.

6. This Agreement and the Exhibits which are or may in the future become a part of this Agreement supersede any prior agreements between the parties concerning the Project, and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in this Agreement, shall have any force or effect. This Agreement shall not be amended or added to in any way except by written instruments executed by all parties or their respective successors in interest.

7. Each person executing this Agreement represents and warrants that they have authority to sign this Agreement on behalf of the limited liability company for which they are signing, and that their signature binds said entity to the terms and provisions of this Agreement.

8. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this Agreement.

9. This Agreement shall be interpreted and construed in accordance with the laws of the State of Iowa.

10. Notwithstanding any other provisions of this Agreement, the Company may (1) pledge any and/or all of its assets as security for any financing of the Project; and (2) assign its rights under this Agreement to a third party, provided such assignment shall not release the Company of its obligations hereunder, unless approved by the City. Upon receipt of notice of assignment and request from the Company, City agrees to make all payments directly to any assignee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Development Agreement 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 May 2023 and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of July, 2024.

City Clerk of the City of Ankeny, Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On the _____ day of July, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Holm and Michell Yuska, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and the said Mark Holm and Michelle Yuska acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

[Stamp or Seal]

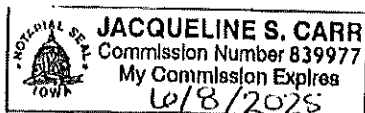
Notary Public in and for the State of Iowa

Community State Bank
an Iowa Corporation

By: _____
Kurt Gibson, CEO, Community State Bank

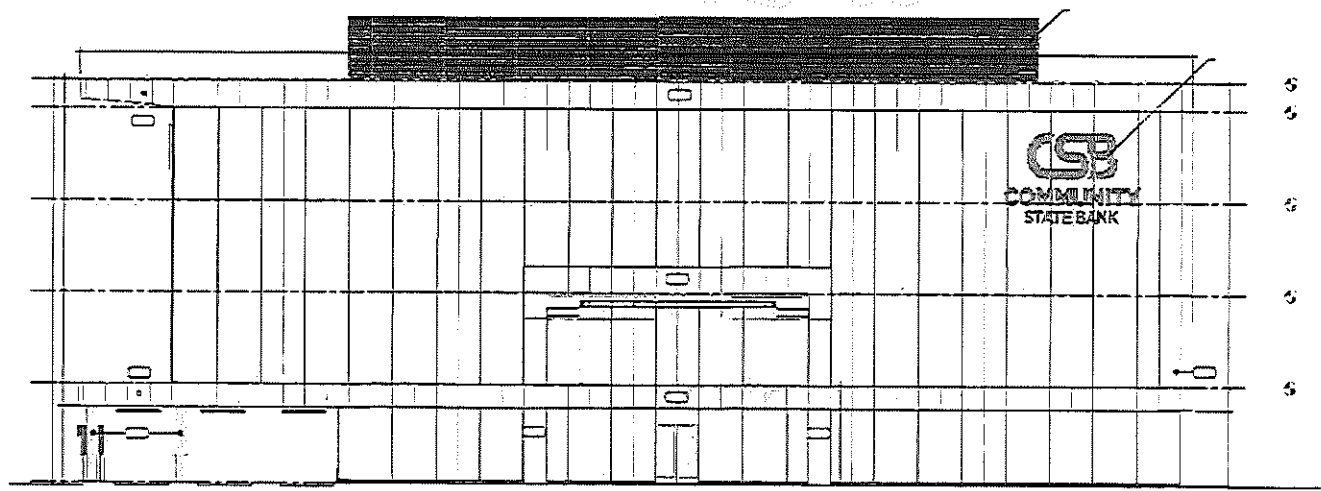
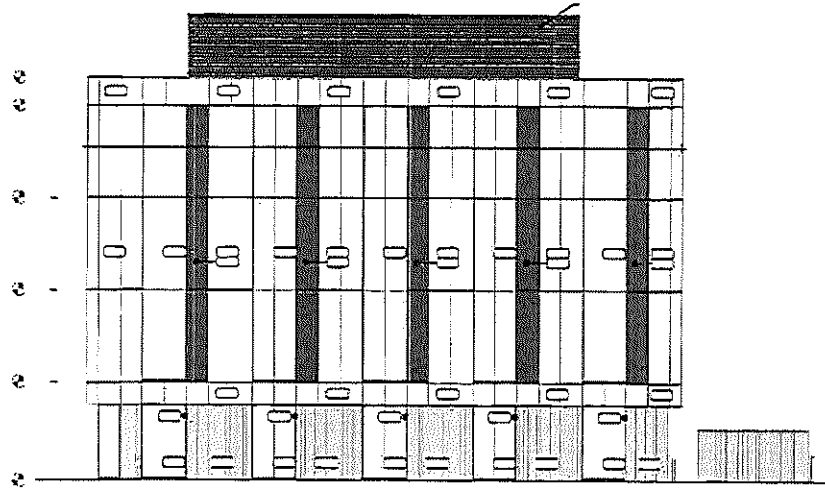
STATE OF IOWA, COUNTY OF POLK, ss:

On this 14th day of June, 2024, before me, a Notary Public in and for the said State, personally appeared Kurt Gibson, to me personally known, who, being by me duly sworn, did say that that person is CEO of said company; that said instrument was signed on behalf of the said company by authority of its Officers and the said Kurt Gibson acknowledged the execution of said instrument to be the voluntary act and deed of said company by it voluntarily executed.



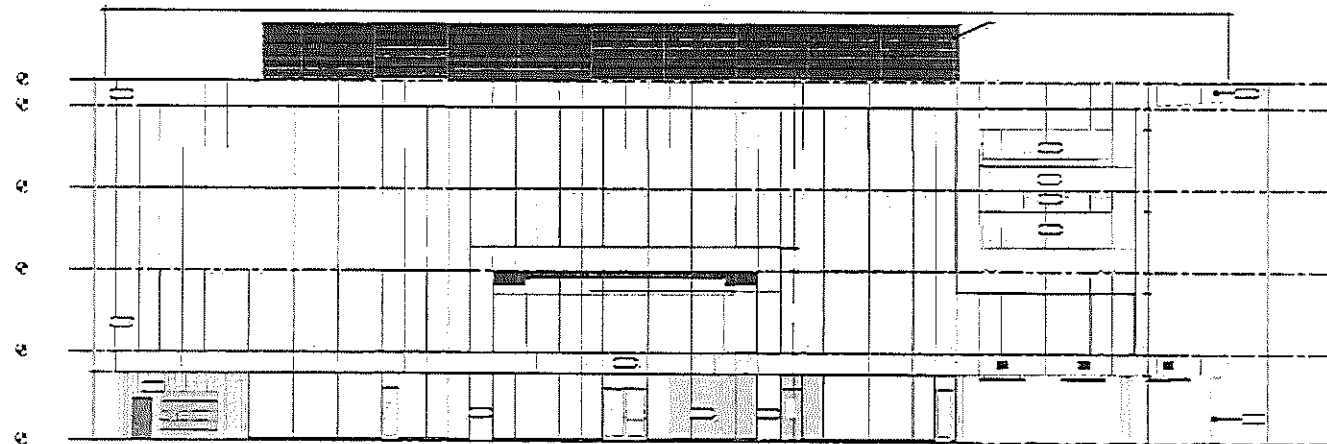
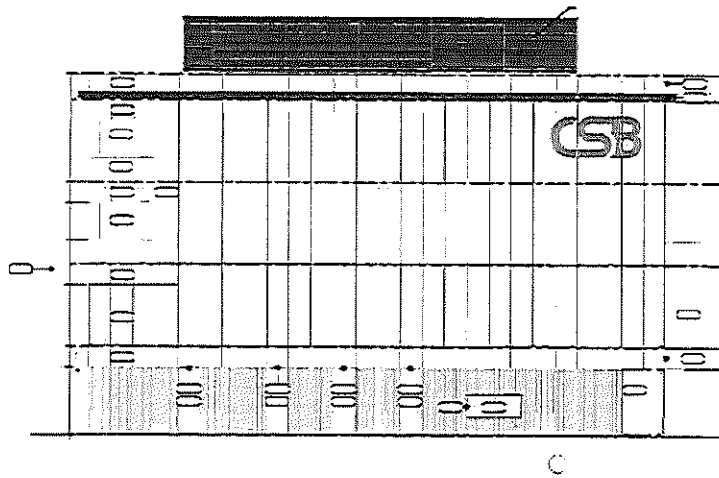
Notary Public in and for said State of Iowa

EXHIBIT A



CSB
COMMUNITY
STATE BANK

SIMONSON
PLANNING - ARCHITECTURE - INTERIOR
DESIGN - ASSOCIATES ARCHITECTS, LLC
1000 1st Avenue, Suite 1000, St. Paul, MN 55101
612.222.1111



CSB
COMMUNITY
STATE BANK

SIMONSON
ARCHITECTS
P.C.
1000 10th Avenue, Suite 100
Boulder, CO 80502
303.440.1000
www.simonsonarchitects.com



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ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2024-42: Proposed Watercrest Park Expansion

EXECUTIVE SUMMARY:

The Watercrest Park Expansion project improvements include, grading, installation of a new parking lot, sidewalks, trails, open shelter, splash pad, grading, utilities, plantings, seeding and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, June 25, 2024. Nine (9) bids were received as follows:

1. Graphite Construction \$516,207.00
2. Concrete Connection LLC \$524,999.00

3. King-Kunutson INC \$564,288.33
4. Reilly Construction Corp \$574,000.00
5. Edge Commercial \$599,992.04
6. Concrete Professionals \$613,164.00
7. Caliber Concrete LLC \$615,127.45
8. S.M. Hentges & Sons INC \$619,976.50
9. Synergy Contracting LLC \$652,463.00

The Engineer's Estimate for the project was \$575,375.00. The bids ranged from approximately 11% below to 13% above the estimate. Graphite Construction has the technical experience to complete this project. The Parks & Recreation Department recommends awarding the Watercrest Park Expansion project to Graphite Construction of Des Moines, Iowa.

Pending project approval and award by the City Council, work on the improvement shall be commenced any time after a written Notice to Proceed is issued, no later than July 15th, 2024, and the Contractor shall fully complete the overall project no later than April 25, 2025.

FISCAL IMPACT: No

This project is included in the City's current Capital Improvement Program with construction scheduled for 2024.

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 (\$575,375.00).
 2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the Watercrest Park Expansion project.
 3. Receive and file the report of bids received on June 25, 2024.
 4. Approve Resolution, making award of construction contract to Graphite Construction, of Des Moines, Iowa.
 5. Approve Resolution, approving contract and bonds with Graphite Construction in the amount of \$516,207.00.
-

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

June 3, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as June 25, 2024, and setting the public hearing date as July 1, 2024.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-42.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2024-42

5:30 P.M.

JULY 1, 2024

PROPOSED WATERCREST PARK EXPANSION

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 Watercrest Park Expansion. Notice of this hearing was published in the Des Moines Register on the 14th day of June, 2024.

Mayor:

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

City Clerk:

None in the Clerk’s Office.

Mayor:

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

After Report:

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

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

- ❑ Consider **MOTION** to close Public Hearing 2024-42.

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 WATERCREST PARK EXPANSION", 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 WATERCREST PARK EXPANSION

WHEREAS, on the 3rd day of June, 2024, 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 Watercrest Park Expansion; and

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

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

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

PASSED AND APPROVED this 1st day of July, 2024.

Mayor

ATTEST:

City Clerk

BID LETTING

10:30 A.M.

JUNE 25, 2024

WATERCREST PARK EXPANSION

The purpose of this meeting is to receive, open and tabulate bids for construction of the Watercrest Park Expansion in accordance with the Plans and Specifications prepared by Snyder & Associates.

Nick Lenox, Parks & Recreation Director

Project Estimate of Cost ~~\$570,000~~ **\$570,000 —**

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (two) Acknowledged
1) ✓	Reilly Construction Co Inc 110 Main St Ossian, IA 52661	\$574,000 —	✓
2) ✓	S.M. Hentges + Sons Inc 650 Quaker Ave Jordan, MN 55352	\$619,976.⁵⁰	✓
3) ✓	Edge Commercial 3155 SE Mische Dr Ste 2 Grimes, IA 50111	\$599,960 —	✓
4) ✓	Caliber Concrete LLC 309 Audubon St Adair, IA 50002	\$615,127.⁴⁵	✓
* 5) ✓	Graphite Construction Group 1955 NE 58th Ave Ste 100 Des Moines, IA 50313	\$516,207 —	✓
6) ✓	Concrete Professionals PO Box 7 Altoona, IA 50009	\$613,164 —	✓

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ✓	King Construction & Overhead 1205 N Oak St Iowa Falls, IA 50126	# 564,490 - Door Inc.	✓
8) ✓	Synergy Contracting LLC 7481 US Hwy 65/69 Des Moines IA 50320	# 652,463 -	✓
9) ✓	Concrete Connection LLC 5170 NW Beaver Dr Johnston, IA 50131	# 524,999 -	✓
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 1, 2024 at 5:30 P.M.

ATTEST:

Diane Klemme

Diane Klemme, Deputy City Clerk

Nick Lenox
Nick Lenox, Parks & Recreation Director

TABULATION OF BIDS

Watercrest Park Expansion

City of Ankeny, Iowa

124.0171.01

June 25, 2024 10:30 am

				ENGINEER'S ESTIMATE		1 GRAPHITE CONSTRUCTION GROUP		2 CONCRETE CONNECTION LLC		3 KING-KNUTSON CONSTRUCTION INC		4 REILLY CONSTRUCTION CO, INC		5 EDGE COMMERCIAL		6 CONCRETE PROFESSIONALS		7 CALIBER CONCRETE LLC		8 S.M. HENTGES & SONS INC		9 SYNERGY CONTRACTING LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GENERAL PROVISIONS																							
1.1	Mobilization / Construction Fence	LS	1	\$ 29,000.00	\$ 29,000.00	\$ 59,532.95	\$ 59,532.95	\$ 37,500.00	\$ 37,500.00	\$ 60,000.00	\$ 60,000.00	\$ 21,000.00	\$ 21,000.00	\$ 38,450.00	\$ 38,450.00	\$ 34,205.00	\$ 34,205.00	\$ 48,750.00	\$ 48,750.00	\$ 44,000.00	\$ 44,000.00	\$ 35,000.00	\$ 35,000.00
EARTHWORK																							
2.1	Demolition	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,638.00	\$ 1,638.00	\$ 3,500.00	\$ 3,500.00	\$ 2,400.00	\$ 2,400.00	\$ 3,500.00	\$ 3,500.00	\$ 3,360.00	\$ 3,360.00	\$ 1,815.00	\$ 1,815.00	\$ 9,625.00	\$ 9,625.00	\$ 1,875.00	\$ 1,875.00	\$ 7,000.00	\$ 7,000.00
2.2	Earthwork	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 40,225.00	\$ 40,225.00	\$ 35,000.00	\$ 35,000.00	\$ 16,000.00	\$ 16,000.00	\$ 18,000.00	\$ 18,000.00	\$ 20,160.00	\$ 20,160.00	\$ 74,025.00	\$ 74,025.00	\$ 48,400.00	\$ 48,400.00	\$ 69,000.00	\$ 69,000.00	\$ 78,120.00	\$ 78,120.00
2.3	Grading - Import	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 52,745.00	\$ 52,745.00	\$ 5,500.00	\$ 5,500.00	\$ 24,000.00	\$ 24,000.00	\$ 32,144.00	\$ 32,144.00	\$ 35,840.00	\$ 35,840.00	\$ 63,450.00	\$ 63,450.00	\$ 52,250.00	\$ 52,250.00	\$ 23,024.00	\$ 23,024.00	\$ 19,950.00	\$ 19,950.00
STORM SEWER																							
3.1	8" HDPE Pipe	LF	20	\$ 35.00	\$ 700.00	\$ 162.00	\$ 3,240.00	\$ 100.00	\$ 2,000.00	\$ 110.00	\$ 2,200.00	\$ 65.00	\$ 1,300.00	\$ 75.00	\$ 1,500.00	\$ 141.75	\$ 2,835.00	\$ 105.00	\$ 2,100.00	\$ 37.00	\$ 740.00	\$ 140.00	\$ 2,800.00
3.2	12" HDPE Pipe	LF	100	\$ 55.00	\$ 5,500.00	\$ 55.00	\$ 5,500.00	\$ 45.00	\$ 4,500.00	\$ 80.00	\$ 8,000.00	\$ 65.00	\$ 6,500.00	\$ 73.00	\$ 7,300.00	\$ 42.00	\$ 4,200.00	\$ 80.00	\$ 8,000.00	\$ 39.00	\$ 3,900.00	\$ 112.00	\$ 11,200.00
3.3	12" CMP Apron & Guard	EA	4	\$ 1,300.00	\$ 5,200.00	\$ 648.00	\$ 2,592.00	\$ 1,450.00	\$ 5,800.00	\$ 900.00	\$ 3,600.00	\$ 1,000.00	\$ 4,000.00	\$ 1,125.00	\$ 4,500.00	\$ 630.00	\$ 2,520.00	\$ 825.00	\$ 3,300.00	\$ 800.00	\$ 3,200.00	\$ 910.00	\$ 3,640.00
3.4	Storm Sewer Structure	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 10,800.00	\$ 10,800.00	\$ 8,800.00	\$ 8,800.00	\$ 12,000.00	\$ 12,000.00	\$ 9,500.00	\$ 9,500.00	\$ 10,650.00	\$ 10,650.00	\$ 9,975.00	\$ 9,975.00	\$ 11,000.00	\$ 11,000.00	\$ 7,700.00	\$ 7,700.00	\$ 10,885.00	\$ 10,885.00
3.5	6" Subdrain	LF	76	\$ 25.00	\$ 1,900.00	\$ 22.00	\$ 1,672.00	\$ 35.00	\$ 2,660.00	\$ 35.00	\$ 2,660.00	\$ 45.00	\$ 3,420.00	\$ 52.63	\$ 3,999.88 *	\$ 31.50	\$ 2,394.00	\$ 36.00	\$ 2,736.00	\$ 37.00	\$ 2,812.00	\$ 35.00	\$ 2,660.00
SANITARY SEWER SERVICE																							
4.1	4" Sanitary Sewer Line	LF	162	\$ 40.00	\$ 6,480.00	\$ 32.00	\$ 5,184.00	\$ 45.00	\$ 7,290.00	\$ 60.00	\$ 9,720.00	\$ 100.00	\$ 16,200.00	\$ 112.35	\$ 18,200.70	\$ 47.25	\$ 7,654.50	\$ 62.00	\$ 10,044.00	\$ 56.00	\$ 9,072.00	\$ 112.00	\$ 18,144.00
4.2	Connection to Existing	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 10,800.00	\$ 10,800.00	\$ 13,000.00	\$ 13,000.00	\$ 7,500.00	\$ 7,500.00	\$ 36,500.00	\$ 36,500.00	\$ 41,000.00	\$ 41,000.00	\$ 10,500.00	\$ 10,500.00	\$ 6,600.00	\$ 6,600.00	\$ 13,000.00	\$ 13,000.00	\$ 12,880.00	\$ 12,880.00
4.3	2" Sanitary Sewer Line	LF	70	\$ 30.00	\$ 2,100.00	\$ 33.00	\$ 2,310.00	\$ 40.00	\$ 2,800.00	\$ 70.00	\$ 4,900.00	\$ 40.00	\$ 2,800.00	\$ 45.71	\$ 3,199.70 *	\$ 26.25	\$ 1,837.50	\$ 66.00	\$ 4,620.00	\$ 69.00	\$ 4,830.00	\$ 91.00	\$ 6,370.00
4.4	Sanitary Cleanout	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 162.00	\$ 648.00	\$ 750.00	\$ 3,000.00	\$ 1,200.00	\$ 4,800.00	\$ 1,250.00	\$ 5,000.00	\$ 1,400.00	\$ 5,600.00	\$ 420.00	\$ 1,680.00	\$ 1,100.00	\$ 4,400.00	\$ 3,300.00	\$ 13,200.00	\$ 2,450.00	\$ 9,800.00
WATER SERVICE																							
5.1	Connection to Existing Main	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,620.00	\$ 1,620.00	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00	\$ 2,250.00	\$ 2,250.00	\$ 2,500.00	\$ 2,500.00	\$ 4,725.00	\$ 4,725.00	\$ 6,600.00	\$ 6,600.00	\$ 5,400.00	\$ 5,400.00	\$ 7,840.00	\$ 7,840.00
5.2	2" Water Line	LF	265	\$ 85.00	\$ 22,525.00	\$ 32.00	\$ 8,480.00	\$ 30.00	\$ 7,950.00	\$ 45.00	\$ 11,925.00	\$ 19.00	\$ 5,035.00	\$ 21.51	\$ 5,700.15 *	\$ 31.50	\$ 8,347.50	\$ 45.00	\$ 11,925.00	\$ 45.00	\$ 11,925.00	\$ 49.00	\$ 12,985.00
5.3	3/4" Water Line	LF	108	\$ 45.00	\$ 4,860.00	\$ 33.00	\$ 3,564.00	\$ 28.00	\$ 3,024.00	\$ 35.00	\$ 3,780.00	\$ 17.00	\$ 1,836.00	\$ 19.44	\$ 2,099.52 *	\$ 10.50	\$ 1,134.00	\$ 40.00	\$ 4,320.00	\$ 32.00	\$ 3,456.00	\$ 42.00	\$ 4,536.00
5.4	Curb Stop	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,080.00	\$ 1,080.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00	\$ 2,625.00	\$ 2,625.00	\$ 2,000.00	\$ 2,000.00	\$ 2,850.00	\$ 2,850.00	\$ 1,330.00	\$ 1,330.00
5.5	Winterization Pit	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,620.00	\$ 1,620.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,800.00	\$ 3,800.00	\$ 4,300.00	\$ 4,300.00	\$ 4,200.00	\$ 4,200.00	\$ 4,000.00	\$ 4,000.00	\$ 2,400.00	\$ 2,400.00	\$ 7,910.00	\$ 7,910.00
5.6	Backflow Preventor & Enclosure	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 4,320.00	\$ 4,320.00	\$ 5,000.00	\$ 5,000.00	\$ 17,500.00	\$ 17,500.00	\$ 9,000.00	\$ 9,000.00	\$ 10,100.00	\$ 10,100.00	\$ 840.00	\$ 840.00	\$ 16,500.00	\$ 16,500.00	\$ 9,075.00	\$ 9,075.00	\$ 9,800.00	\$ 9,800.00
PAVEMENT																							
6.1	5" Depth PCC Sidewalk	SF	20,950	\$ 7.00	\$ 146,650.00	\$ 5.70	\$ 119,415.00	\$ 6.00	\$ 125,700.00	\$ 6.00	\$ 125,700.00	\$ 5.50	\$ 115,225.00	\$ 6.16	\$ 129,052.00 *	\$ 7.20	\$ 150,840.00	\$ 5.94	\$ 124,443.00	\$ 5.00	\$ 104,750.00	\$ 5.50	\$ 115,225.00
6.2	5" Depth PCC Colored Pavement	SF	1,260	\$ 16.00	\$ 20,160.00	\$ 8.40	\$ 10,584.00	\$ 20.00	\$ 25,200.00	\$ 12.00	\$ 15,120.00	\$ 17.50	\$ 22,050.00	\$ 13.49	\$ 16,997.40 *	\$ 11.90	\$ 14,994.00	\$ 14.14	\$ 17,816.40	\$ 15.00	\$ 18,900.00	\$ 14.50	\$ 18,270.00
6.3	6" Depth PCC Parking	SF	8,315	\$ 10.00	\$ 83,150.00	\$ 4.70	\$ 39,080.50	\$ 6.50	\$ 54,047.50	\$ 7.00	\$ 58,205.00	\$ 6.00	\$ 49,890.00	\$ 5.53	\$ 45,981.95 *	\$ 6.50	\$ 54,047.50	\$ 7.97	\$ 66,270.55	\$ 6.00	\$ 49,890.00	\$ 7.00	\$ 58,205.00
6.4	7" Depth PCC Entrance Drive Approach	SF	425	\$ 17.00	\$ 7,225.00	\$ 6.25	\$ 2,656.25	\$ 7.00	\$ 2,975.00	\$ 8.00	\$ 3,400.00	\$ 13.00	\$ 5,525.00	\$ 10.59	\$ 4,500.75 *	\$ 17.00	\$ 7,225.00	\$ 8.58	\$ 3,646.50	\$ 6.50	\$ 2,762.50	\$ 13.00	\$ 5,525.00
SPLASH PAD INSTALLATION																							
7.1	Splash Pad Installation	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 20,196.00	\$ 20,196.00	\$ 41,788.50	\$ 41,788.50	\$ 36,007.00	\$ 36,007.00	\$ 45,000.00	\$ 45,000.00	\$ 40,000.00	\$ 40,000.00	\$ 34,370.00	\$ 34,370.00	\$ 19,000.00	\$ 19,000.00	\$ 58,000.00	\$ 58,000.00	\$ 39,600.00	\$ 39,600.00
SITE AMENITIES																							
8.1	Drinking Fountain Installation	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 756.00	\$ 756.00	\$ 2,390.00	\$ 2,390.00	\$ 2,000.00	\$ 2,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,500.00	\$ 2,500.00	\$ 4,200.00	\$ 4,200.00	\$ 4,500.00	\$ 4,500.00	\$ 11,000.00	\$ 11,000.00	\$ 1,750.00	\$ 1,750.00
8.2	Limestone Benches	EA	3	\$ 1,750.00	\$ 5,250.00	\$ 1,026.00	\$ 3,078.00	\$ 1,050.00	\$ 3,150.00	\$ 1,045.00	\$ 3,135.00	\$ 1,300.00	\$ 3,900.00	\$ 1,066.67	\$ 3,200.01 *	\$ 1,000.00	\$ 3,000.00	\$ 850.00	\$ 2,550.00	\$ 1,050.00	\$ 3,150.00	\$ 1,045.00	\$ 3,135.00
SHADE STRUCTURE																							
9.1	Open Shade Structures	LS	1	\$ 28,000.00	\$ 28,000.00	\$ 45,889.00	\$ 45,889.00	\$ 44,199.00	\$ 44,199.00	\$ 44,813.33	\$ 44,813.33	\$ 75,000.00	\$ 75,000.00	\$ 65,000.00	\$ 65,000.00	\$ 37,475.00	\$ 37,475.00	\$ 41,904.00	\$ 41,904.00	\$ 69,000.00	\$ 69,000.00	\$ 75,600.00	\$ 75,600.00
SURFACE RESTORATION																							
10.1	Standard Seed Mix	AC	6.5	\$ 2,500.00	\$ 16,250.00	\$ 3,425.00	\$ 22,262.50	\$ 3,520.00	\$ 22,880.00	\$ 3,520.00	\$ 22,880.00	\$ 3,500.00	\$ 22,750.00	\$ 3,584.62	\$ 23,300.03 *	\$ 3,360.00	\$ 21,840.00	\$ 5,000.00	\$ 32,500.00	\$ 3,500.00	\$ 22,750.00	\$ 3,575.00	\$ 23,237.50
10.2	Prairie Seed Mix	AC	2.8	\$ 6,500.00	\$ 18,200.00	\$ 3,456.00	\$ 9,676.80	\$ 3,900.00	\$ 10,920.00	\$ 3,905.00	\$ 10,934.00	\$ 4,000.00	\$ 11,200.00	\$ 4,000.00	\$ 11,200.00	\$ 3,725.00	\$ 10,430.00	\$ 5,650.00	\$ 15,820.00	\$ 3,900.00	\$ 10,920.00	\$ 3,932.50	\$ 11,011.00
10.3	Trees	EA	38	\$ 750.00	\$ 28,500.00	\$ 316.00	\$ 12,008.00	\$ 550.00	\$ 20,900.00	\$ 544.50	\$ 20,691.00	\$ 550.00	\$ 20,900.00	\$ 552.63	\$ 20,999.94 *	\$ 520.00	\$ 19,760.00	\$ 480.00	\$ 18,240.00	\$ 540.00	\$ 20,520.00	\$ 550.00	\$ 20,900.00
10.4	Shrubs/Grasses	EA	43	\$ 75.00	\$ 3,225.00	\$ 173.00	\$ 7,439.00	\$ 175.00	\$ 7,525.00	\$ 176.00	\$ 7,568.00	\$ 175.00	\$ 7,525.00	\$ 179.07	\$ 7,700.01 *	\$ 165.00	\$ 7,095.00	\$ 169.00	\$ 7,267.00	\$ 175.00	\$ 7,525.00	\$ 181.50	\$ 7,804.50
10.5	Erosion Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,595.00	\$ 5,595.00	\$ 9,500.00	\$ 9,500.00	\$ 9,350.00	\$ 9,350.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ 8,925.00	\$ 8,925.00	\$ 4,000.00	\$ 4,000.00	\$ 9,350.00	\$ 9,350.00	\$ 9,350.00	\$ 9,350.00
TOTAL BASE BID:					\$ 575,375.00	\$ 516,207.00		\$ 524,999.00		\$ 564,288.33 *		\$ 574,000.00		\$ 599,992.04 *		\$ 613,164.00		\$ 615,127.45		\$ 619,976.50		\$ 652,463.00	
BID SECURITY:						10%		10%		10%		10%		10%		10%		10%		10%		10%	

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE WATERCREST PARK EXPANSION", 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 _____, 2024, 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 WATERCREST PARK EXPANSION

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 Watercrest Park Expansion, described in the plans and specifications heretofore adopted by this Council on July 1, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Graphite Construction** of **Des Moines, Iowa**

Amount of bid: **\$516,207.00**

Portion of project: All construction work

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

PASSED AND APPROVED this 1st day of July, 2024.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE WATERCREST PARK EXPANSION", 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 WATERCREST PARK EXPANSION**

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 Watercrest Park Expansion, 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: Graphite Construction of Des Moines, Iowa

Amount of bid: \$516,207.00

Bond surety: _____

Date of bond: _____

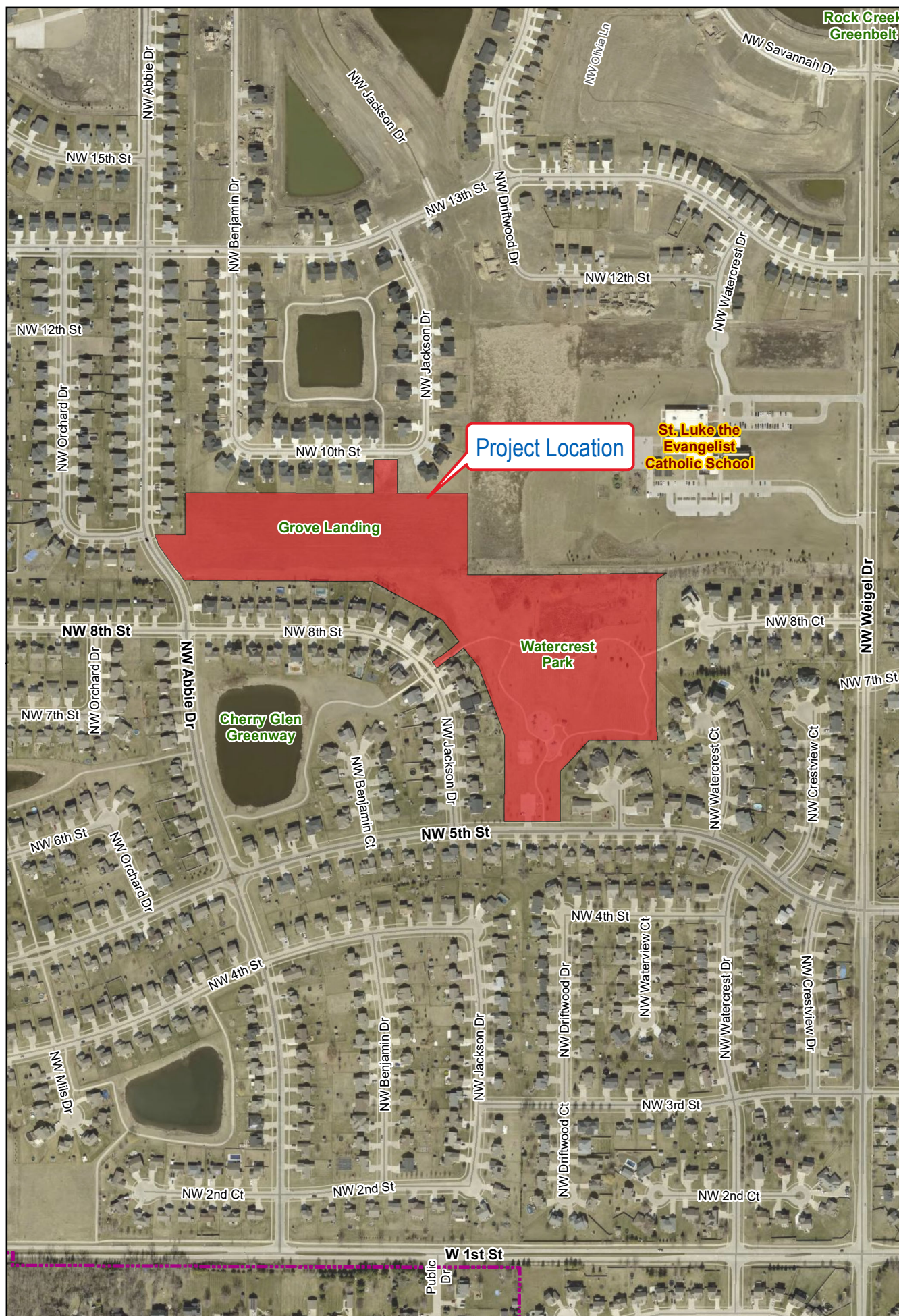
Portion of project: All construction work

PASSED AND APPROVED this 1st day of July, 2024.

Mayor

ATTEST:

City Clerk

MUNICIPAL
UTILITIES
DEPARTMENT

1 in = 500 ft
Date: 5/29/2024



Watercrest Park Expansion



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of June 17, 2024, 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 17, 2024 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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

PUBLIC FORUM

1. Amy Baker, Communications Director, presented the 2024 Citizen Survey Results.
2. Renee Potts, Ankeny Community Network, shared information about the upcoming Juneteenth celebration.

APPROVAL OF AGENDA

1. Council Member Bentz moved, Shafer seconded, to approve and accept the June 17, 2024 agenda without amendment. Ayes: 5.

PUBLIC HEARING

1. PH 2024-39. Mayor Holm announced this is the time and place for a public hearing on the matter of a proposed amended development agreement between the City of Ankeny and MCF Operating, LLC. The amended agreement will provide MCF Operating, LLC a twelve-month extension to provide additional time to create the new jobs pledged as part of their original agreement. The Notice of Hearing on this proposal was published in the Des Moines Register on the 7th day of June, 2024.

Derek Lord, Director of Economic Development, reported that MCF Operating, LLC committed to creating 19 new jobs within 36 months of approval of their development agreement approved by the City Council on September 21, 2020. This development agreement provided TIF rebates to support their expansion project and outlined the terms of their award, which included clawback provisions. They have created 13 new jobs over the past 36 months and have requested a 12-month extension to allow for additional time to meet the new jobs requirement of their agreement. Finding available employees as a three-shift operation has proved challenging the last 24 months. The proposed amendment will provide them four years to create the positions and one year to maintain the positions. The original agreement required them to create the positions within three years and maintain the positions for two years.

Mayor Holm then asked for any public comment regarding the proposed amendment. Hearing no comments, Council Member Bentz moved, Stearns seconded, to close public hearing 2024-39. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of June 3, 2024, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of May 21, 2024.
3. Receive and file minutes of the Library Board of Trustee meeting of April 18, 2024.

4. Receive and file minutes of the Civil Service Commission meeting of May 13, 2024.

Licenses and Permits

5. Issuance of fireworks permits within the City of Ankeny to J & M Displays.
6. Issuance of cigarette/tobacco/nicotine/vapor permit 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 2024.
9. Receive and file Building Permit Report for May 2024.
10. Receive and file Utility Billing Report for May 2024.
11. Payment #3 in the amount of \$36,048.03 to Absolute Concrete Construction, for construction services on the NW Northlawn Area Utility Improvements - Phase 3 project.
12. Payment #7 in the amount of \$525,945.00 to Absolute Concrete Construction, Inc. for construction services on the Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.
13. Payment #7 in the amount of \$1,224.50 to Bolton & Menk, Inc., for engineering services on the SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization project.
14. Payment #3 in the amount of \$430,882.00 to CB&I Storage Tank Solutions LLC, for construction services on the NW Irvinedale Drive - Elevated Water Storage Tank project.
15. Payment #14 in the amount of \$7,900.50 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
16. Payment #3 in the amount of \$61,879.44 to Civil Design Advantage, LLC, for engineering services on the Westlawn Place Area Utility Improvements - Conceptual Design project.
17. Payment #11 in the amount of \$593,408.31 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.
18. Payment #1 in the amount of \$51,003.36 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 2 project.
19. Payment #1 in the amount of \$37,106.62 to Gus Construction, for construction services on the NE 62nd St. Box Culvert project.
20. Payment #2 in the amount of \$340,198.80 to HPC, LLC for construction services associated with the Ankeny Fire Station No. 4 project.
21. Payment #1 in the amount of \$50,994.00 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
22. Payment #2 in the amount of \$41,363.95 to InRoads, LLC, for construction services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
23. Payment #2 in the amount of \$19,154.85 to Iowa Civil Contracting, Inc., for construction services on the 2024 PCC Pavement Preservation Program - Crack and Jointing Filling project.
24. Payment #2 in the amount of \$129,798.41 to Jasper Construction Services, Inc., for construction services on the SE Delaware Avenue and SE 54th Street Traffic Signal project.
25. Payment #14 in the amount of \$31,183.86 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan.
26. Payment #9 in the amount of \$9,174.33 to Kirkham Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.
27. Payment #1 in the amount of \$42,886.80 to Manatt's Inc., for construction services on the SW Magazine Road & SW State Street Improvements - West Leg project.
28. Payment #3 in the amount of \$27,986.25 to McClure Engineering Company, for construction engineering services on the SW Des Moines Street Utility Improvements project.
29. Payment #2 in the amount of \$9,352.00 to Nilles Associates for engineering services on the Midway Park Phase 2 Improvements project.
30. Payment #3 in the amount of \$7,430.00 to Nilles Associates, Inc., for engineering services on the SW Magazine Road & SW State Street Improvements - West Leg project.

31. Payment #9 in the amount of \$155,726.85 to On Track Construction, LLC for construction services on the NW Northlawn Area Utility Improvements - Phase 2.
32. Payment #2 in the amount of \$290,820.43 to Rognes Corporation, for construction services on the North Four Mile Creek Trunk Sewer Phase 2 project.
33. Payment #2 in the amount of \$89,894.04 to Rognes Corporation, for construction services on the SE 3rd Street Improvements – Phase 2 project.
34. Payment #5 in the amount of \$39,963.83 to Romtec Companies for construction services on the Rally Complex Restroom project.
35. Payment #14 in the amount of \$6,994.13 to SVPA Architects Inc. for construction phase services associated with the Ankeny Fire Station No. 4 project.
36. Payment #2 in the amount of \$156,979.42 to TK Concrete, Inc., for construction services on the 2024 PCC Street Patching project.
37. June 17, 2024 Accounts Payable by fund: General \$706,764; Fire Gift \$653; Hotel Motel Tax \$221,210; Road Use Tax \$101,525; Tax Increment Financing \$2,676,671; Police/Fire Pension \$6,434; Library Foundation \$1350; Solid Waste \$107,253; Water \$881,401; Sewer \$41,054; Storm Water \$49,329; Golf Course \$44,733; Enterprise Project \$1,219,958; Revolving \$26,680; Risk Management \$133,577; Health Insurance \$54; BAN/Bond Activity \$108,172; Capital Projects \$2,341,134; Payroll Totals \$1,561,563; Transfers/ACH (\$206,983); Agenda Payments Approved Separately (\$3,452,954); Grand Total \$6,569,578.
38. **RESOLUTION 2024-260** authorizing the purchase of a L50 Wheel Loader from Housby Heavy Equipment for the Parks & Recreation Department.

Personnel

39. Accept the Civil Service Commission certified lists for appointment to: Combination Inspector I, Equipment Operator, Park Maintenance Assistant, Fire Battalion Chief, Utilities Operator III, and Lead Equipment Operator, subject to passing any further departmental requirements.

Community Development

40. **RESOLUTION 2024-261** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hope K. Farms, LLC located south of NW 54th Street and east of NW Irvinedale Drive. (date of hrg: 7/1/24 @ 5:30 p.m.)
41. **RESOLUTION 2024-262** accepting a Public Water Main Easement, located on PT. SE 1/4 - SE 1/4, Section 7-79-23; and associated with the development of 2701 SE 90th Street, I-80 Commerce Center Plat 1, Lot 1 Site Plan.
42. **RESOLUTION 2024-263** accepting a Public Sanitary Sewer Easement located on PT. SE 1/4 - SE 1/4, Section 7-79-23; and associated with the development of 2701 SE 90th Street, I-80 Commerce Center Plat 1, Lot 1 Site Plan.

Engineering

43. **RESOLUTION 2024-264** authorizing the Mayor to sign a development agreement with 36 Spectrum, L.L.C., concerning the construction of a future traffic signal at the intersection of NE Spectrum Drive and NE 38th Street in the City of Ankeny, Iowa.

Capital Improvement Projects

44. **S. Ankeny Blvd. Transmission Main Project:** a) Final Change Order #1 decreasing the final contract amount by \$13,876.06 b) Certificate of Completion; c) **RESOLUTION 2024-265** accepting the public improvements with Granite Excavating in the amount of \$2,635,648.94; and d) Final Payment #8 in the amount of \$77,590.49 / Release of Retainage in the amount of \$131,782.45.

45. **Midway Park Phase 2 Improvements:** a) Final Change Order #1 decreasing the contract amount by \$1,290.00; b) Certificate of Completion; c) **RESOLUTION 2024-266** accepting the public improvement with Concrete Connections, LLC in the amount of \$93,710.00; and d) Final Payment #3 in the amount of \$18,786.25; and Retainage Payment in the amount of \$4,685.50.
46. **Creekside Park Improvements:** a) Final Change Order #1 decreasing the contract amount by \$4,602.75; b) Certificate of Completion; c) **RESOLUTION 2024-267** accepting the public improvement with Howrey Construction, Inc. in the amount of \$270,447.75; and d) Final Payment #3 in the amount of \$11,287.01; and Retainage Payment in the amount of \$13,522.39.
47. **RESOLUTION 2024-268** setting a public hearing for the approval of documents for the conveyance of proposed Permanent Electric Easement for MidAmerican Energy Company (MEC) across a portion of City-owned property at the Rally Complex location at 725 SW Prairie Trail Parkway. (date of hrg: 7/15/2024 @ 5:30 p.m.)

Administrative

48. **RESOLUTION 2024-269** setting a public hearing on a development agreement between the City of Ankeny and Community State Bank (date of hrg: 7/1/2024 @ 5:30 p.m.)
49. Renewal of the workers' compensation policy with Iowa Municipalities Workers' Compensation Association (IMW CA) for the policy year July 1, 2024 through June 30, 2025, with a premium amount of \$433,344.00.
50. Renewal of the crime and cyber policy with Travelers Casualty and Surety Company for the policy year July 16, 2024 through July 15, 2025, with a premium amount of \$63,250.00.
51. **RESOLUTION 2024-270** authorizing benefit changes for the July 1, 2024 - June 30, 2025 plan year.
52. **RESOLUTION 2024-271** authorizing the Partial Termination Certificate of the Development Agreement between the City of Ankeny, Iowa and Threshold Otter Creek, LLC for Lot 1, Spectrum 36 Plat 3.

APPROVAL OF CONSENT AGENDA

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

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2169.** An Ordinance clarifying the Code of Ordinances of the City of Ankeny, Iowa, 2008, pertaining to the chapter reference for Mobile Food Vendors. Council Member Ruddy moved, Bentz seconded, to accept third consideration of ORDINANCE 2169, sending it on its final passage and publication as required by law. Ayes: Ruddy, Bentz, Perry, Shafer, Stearns.
2. **Ord 2172.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope K Farms LLC, R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area A). Council Member Bentz moved, Ruddy seconded, to accept second consideration of ORDINANCE 2172. Ayes: Bentz, Ruddy, Perry, Shafer, Stearns.
3. **Ord 2173.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope K Farms LLC, R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area B). Council Member Bentz moved, Stearns seconded, to accept second consideration of ORDINANCE 2173. Ayes: Bentz, Stearns, Perry, Ruddy, Shafer.

4. **Ord 2174.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope K Farms LLC, R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre (Rezoning Area C). Council Member Stearns moved, Bentz seconded, to accept second consideration of ORDINANCE 2174. Ayes: Stearns, Bentz, Perry, Ruddy, Shafer.

NEW BUSINESS

1. Proposed Amended Development Agreement between the City of Ankeny and MCF Operating, LLC. (PH 2024-39) Council Member Perry moved, Bentz seconded, to adopt **RESOLUTION 2024-272** approving an amended Development Agreement between the City of Ankeny and MCF Operating, LLC. Ayes: Perry, Bentz, Ruddy, Shafer, Stearns.

ADJOURNMENT

1. Meeting was adjourned at 5:57 p.m. and was immediately followed by a Council Action Planning Session.

Michelle Yuska, City Clerk

Mark E. Holm, Mayor

Published in the Des Moines Register on 6/28/24.



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 April 2, 2024.

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 2024-04-02

Meeting Minutes
Zoning Board of Adjustment
Tuesday, April 2, 2024
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER

Chair Matt Ott called the April 2, 2024 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

There were no amendments to the agenda.

MINUTES OF THE MARCH 19, 2024 REGULAR MEETING

Motion by K.Tomlinson to approve the March 19, 2024 meeting minutes as submitted. Second by N.Sungren.
Motion carried 5 – 0.

COMMUNICATIONS / CORRESPONDENCE

Chair Matt Ott noted that correspondence was received from Matt Schilling, Owner of Luke Brothers Flooring that will be received and filed during the public hearing.

BUSINESS ITEMS

PUBLIC HEARINGS:

#24-03

Hope Agency

for property located at

217 S Ankeny Boulevard

Lot 14, Triplett Village & S 30F N 659.6F W 289F N ½ NW ¼ NW 1/4 SEC 24-80-24

RE: Variance – Permitted Uses

Chair M.Ott opened the public hearing.

Board member Jeff Baxter recused himself from public hearing #24-03.

Brent Culp, Snyder & Associates, Inc., 2727 SW Snyder Boulevard, Ankeny representing property at 217 S Ankeny Boulevard, said that the commercial property is currently zoned C-2. The requested use is for an animal daycare and their understanding is that the current use is allowed on this property. He noted that the variance request is required to allow for an outdoor dog run area.

Amy Wallman Madden, Co-founder, Hope Agency, 1230 8th Street, Suite 201, West Des Moines, said Hope Agency has been around since 2004. She stated their mission is to support individuals with special needs to be able to live independent and productive lives. It would support community living through learning life skills such as cleaning and cooking. Hope Agency also has a wrap-around service for employment, which is really where they see the magic happen when individuals with special needs find meaningful employment. She explained that their hope is to employ people with special needs but also young people in the area under the age of 18 to help teach them life skills. It will encourage more understanding for young people as well as give them an introduction to human services. Amy Wallman Madden said she feels it would be great for the community.

Marcus Pitts, JLL, one of the property owners, said he is excited about this project. He said it would give this property an opportunity to phase into the next generation of its life. He said with Hope Agency as a tenant, this would allow them to transform this building into a usable space that gives back to the community. He shared that from a personal standpoint, his sister that passed away had special needs and often wondered what this type of opportunity would have done for her. He thanked the Commission.

M.Ott asked whether the outdoor dog run would extend the entire length of the north portion of the parcel. Brent Culp responded, yes. M.Ott asked how close the dog run would be to the property line of the Luke Brothers Flooring. Brent Culp was unsure of the exact footage.

B.Walker said he assumes there will be some aesthetic changes to the building with this project. Marcus Pitts shared that Hope Agency has their own contractor for the interior. Ankeny Futures, LLC has currently been doing some tuck pointing as they want the building to look great. He noted that this is an investment not only in the building but also in the community.

M.Ott shared that the Board received correspondence from Luke Brothers Flooring in opposition of the request. M.Ott further asked if there were any prior discussions with Luke Brothers Flooring about the plans or any encroachment on easements within the property directly behind the Luke Brothers Flooring building. Marcus Pitts said not on this particular project.

E.Carstens shared that the city's development engineering department reviewed the area for easements. It was determined that there is not an easement today, but the city would like one, but where the fence would be located, would not encroach on the area where the city may want an easement.

R.Kirschman reported that the applicant is requesting a variance to Ankeny Municipal Code Section 192.09(1)B(1) requires: *Animal hospitals, veterinary clinics or kennels, provided that any exercising runway is at least 200 feet from any R District boundary*, allowing for an exercise area for pets within 200 feet of a R District boundary at 217 S Ankeny Boulevard. He stated the subject property is owned by Ankeny Futures LLC and the zoning for this area is C-2, General Retail and Highway Oriented Commercial District. He said that the surrounding properties to the north, west, and south are also zoned C-2 and the property to the east is zoned C-2 and R-2, One- Family and Two-Family Residence District. R.Kirschman stated that the proposed outdoor exercise area would be located on the north side of the existing building and the proposed enclosure would be approximately 150 feet from the house to the northeast of the site. Ankeny Municipal Code Section 192.09(1)B(1) requires any animal outdoor exercise runway to be a minimum of 200 feet from a residential zone. He noted that animal boarding use is allowed within the C-2 zone as a principal permitted use. Therefore, it is only the enclosure that necessitates the need for this variance application. He said all property owners within 250' of the subject property were notified of the proposed variance by mail. The staff position is to grant a variance to Ankeny Municipal Code Section 192.09(1)B(1) to allow the continued use of the existing outdoor animal exercise area on the west side of the building at 217 S Ankeny Boulevard as shown on the attached site plan with three conditions:

1. That any animal in the outdoor exercise enclosure have constant staff attendance;
2. That a sight/sound barrier must be present and maintained for the exercise enclosure as approved by city staff; and
3. That the variance shall be reviewed in response to a complaint related to the outdoor animal exercise area.

The staff position is based on a determination that an animal grooming and boarding business would utilize an outdoor animal exercise area and that the approval is conditioned partially upon constant staff attendance while animals are outside. Constant attendance when animals are outside addresses the noise concerns that the 200-foot separation required by the Code is intended to satisfy and, therefore, would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

M.Ott clarified the use allowed in C-2 zoning. E.Jensen responded that animal boarding is allowed in C-2. The only thing that is not allowed is the outdoor portion, as it can not be within 200 feet of residential-zoned property. M.Ott further confirmed that if there are issues and/or complaints, this could be brought back to the Board for further review. Staff responded, yes. N.Sungren asked if the sight and sound barrier was included in previous appeals that the Board had acted upon. R.Kirschman responded that there were similar conditions in previous appeals. E.Carstens said the sight and sound barrier is the responsibility of the developer and said the Board has the right to change or add conditions with regard to the staff recommendation. K.Tomlinson asked whether the residential property owners reached out to staff. E.Carstens responded, no. Amy Wallman Madden shared that they provide daycare only, there is no overnight boarding, and she does not see it as a concern for the residential properties.

Scott Luke, Luke Brothers Flooring, 102 SE 3rd Street, Ankeny, on behalf of Matt Schilling said that their concerns were addressed in the letter that they provided to the Board. He said they can appreciate what they are doing but Luke Brothers Flooring are not overly excited about the fenced-in area being located directly behind their building to the north. He noted that there is already a dog run as part of the business to the east of their property and felt that there is too much of this type of use in this area.

M.Ott responded that if the residential property to the northeast was commercial, not residential, this request would not have been required to come before the Board of Adjustment for approval. This use is allowed in C-2 zoning. E.Carstens stated that if there are complaints in the future, this request for the dog run would come back before the Board for review.

Brent Culp, Snyder & Associates, Inc. shared that the difference between this and other boarding businesses, is that this business would be open in the morning and closed in the evening. The use would be during normal business hours.

The Board's discussion included allowable uses in C-2, conditions that would be set, if approved, and understanding the concerns that were brought to the Board from the neighboring business.

Motion by M.Ott to close the public hearing, and receive and file correspondence. Second by B.Walker. Motion carried 4 – 0 – 1 (Abstain: J.Baxter).

Board Action on Filing #24-03 for property located at 217 S Ankeny Boulevard

Motion by B.Walker that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 192.09(1)B(1) to allow the proposed use of an outdoor animal exercise area on the north side of the building at 217 S Ankeny Boulevard as shown on the attached site plan with three conditions:

1. That any animal in the outdoor exercise enclosure have constant staff attendance;
2. That a sight/sound barrier must be present and maintained for the exercise enclosure as approved by city staff; and
3. That the variance shall be reviewed in response to a complaint related to the outdoor animal exercise area.

The Board's position is based on a determination that an animal grooming and animal boarding business would utilize an outdoor animal exercise area and that the approval is conditioned partially upon constant staff attendance while animals are outside. Constant attendance when animals are outside addresses the noise concerns that the 200-foot separation required by the Code is intended to satisfy and, therefore, would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

Second by M.Ott. Motion carried 4 – 0 – 1 (Abstain: J.Baxter).

#24-04

Neil Brankis

for property located at

522 SW Maple Street

Lot 8, Ankeny Village Plat 3

RE: Variance – Accessory Structure

Chair M.Ott opened the public hearing.

Neil Brankis, Midwest Builders of Iowa, 1451 NE 69th Place on behalf of Mr. and Mrs. Larry Hogue, 522 SW Maple Street, Ankeny said the Hogue's would like to add a one, car garage to their property. They currently have a garage, but it is off-set behind the house and Mrs. Hogue is having difficulty making the turn to get in and out. Neil Brankis said they are willing to remove the small storage building from their property to allow for this additional garage to be built next to the current garage.

There were no questions from the Board.

L.Hutzell reported that the request is for a variance to Ankeny Municipal Code Chapter 191.07.1, for property located at 522 SW Maple Street, allowing for the construction of an additional 308 square-foot garage, resulting in 1,076 square feet of accessory structures for the property. It is located north of SW Ordinance Road, east of SW Ash Drive, west of SW Cherry Street and south of SW 5th Street. The subject property is zoned R-2, One-Family and Two-Family Residence District, and the surrounding properties to the north, east, south, and west of the subject property are also zoned R-2, One-Family and Two-Family Residence District. L.Hutzell provided a brief history of the property and presented current pictures of the property while explaining the changes that have been made over the years. She stated that the subject lot is 9,450 square feet, and is currently developed with the primary structure, detached garage and an existing 96 square-foot shed located in the southwest corner of the property. She noted that in this case, the 9,450 square-foot lot would allow for 945 square feet to

be occupied by accessory structures. L.Hutzell stated the appellant is proposing to remove the existing 96 square-foot shed, and construct a 308 square-foot garage in addition to the existing 768 square-foot garage, which would result in 1,076 square feet of the total lot area. Due to the total square footage of accessory structures exceeding the maximum allowable 945 square feet by 131 square feet, a variance is required to construct the additional garage as submitted. She shared that the primary constraint of this property is that the existing 768 square-foot garage consumes nearly 81% of the maximum allowable square-footage for accessory structures on this property because it is detached. L.Hutzell commented that a second garage would allow the homeowner easier vehicle access. She explained that if the existing garage was attached to the home, like most single-family residential development today, the property owner would still have all 945 square feet of allowable area for accessory structures. The staff position for this request is that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Chapter 191.07.1, allowing the construction of an additional 308 square-foot garage, resulting in 1,076 square feet of accessory structures for the property located at 522 SW Maple Street, subject to the property owner removing the existing shed. This position is based on a determination that the variance would adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, would not impair an adequate supply of light and air to adjacent property, would not increase public danger of fire or endanger the public safety, and would not diminish or impair established property values in the surrounding area; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

J.Baxter asked for clarification on the size of the shed. L.Hutzell responded that it is 96 square-feet. M.Ott confirmed that if the garage was attached to the primary structure, a variance would not be required. E.Jensen said that if the current garage and the new garage were attached to the home, a variance would not be required, but further clarified that attaching the garage brings in question their bulk regulations, such as rear yard and side yard setbacks. He said that they would not be able to have a garage this size if it was attached to the house due to the setbacks.

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. Second by J.Baxter. All voted aye. Motion carried 5 – 0.

Board Action on Filing #24-04 for property located at 522 SW Maple Street

Motion by N.Sungren that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Chapter 191.07.1, allowing the construction of an additional 308 square-foot garage, resulting in 1,076 square feet of accessory structures for the property located at 522 SW Maple Street subject to the property owner removing the existing shed. The Board's position is based on a determination that the variance would adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, would not impair an adequate supply of light and air to adjacent property, would not increase public danger of fire or endanger the public safety, and would not diminish or impair established property values in the surrounding area; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by K.Tomlinson. All voted aye. Motion carried 5 – 0.

REPORTS

There were no reports.

There being no further business, meeting adjourned at 5:46 p.m.



Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 June 4, 2024.

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 2024-06-04](#)

Meeting Minutes
Zoning Board of Adjustment
Tuesday, June 4, 2024
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER

Chair Matt Ott called the June 4, 2024 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

ROLL CALL

Members present: Matt Ott, Jeff Baxter, and Kristi Tomlinson. Absent: Brett Walker and Nichole Sungren.

Staff: E.Carstens, L.Hutzell, R.Kirschman, and B.Fuglsang.

AMENDMENTS TO THE AGENDA

There were no amendments to the agenda.

MINUTES OF THE APRIL 2, 2024 REGULAR MEETING

Chair M.Ott motioned to table the minutes for April 2, 2024 and April 16, 2024 until the next Board of Adjustment meeting due to not having a full Board in attendance.

COMMUNICATIONS / CORRESPONDENCE

There were no communications.

BUSINESS ITEMS

PUBLIC HEARINGS:

#24-06

Tony Law

for property located at

103 SW Stonegate Drive

Lot 23, Camden Woods Plat 1

RE: Variance – Covered Deck

Chair M.Ott opened the public hearing.

Tony Law, 103 SW Stonegate Drive, Ankeny said he is requesting a variance as he would like to place a cover over his existing deck.

There were no questions from the Board.

L.Hutzell reported that the applicant is requesting a variance to encroach approximately 6-feet into the 35-foot rear yard setback to allow for a covered deck to the rear of the home. The property is located at 103 SW Stonegate Drive and is south of W. 1st Street and east of SW Weigel Drive. She stated the property is zoned R-1, One-Family Residence District. The neighboring properties to the north are zoned R-2, One and Two-Family Residence District, as are the neighboring properties to the west, south and east. L.Hutzell explained that records show that the house was constructed in 2006, which included the 15'x20' attached unenclosed deck to the rear of the property. Per Code, unenclosed decks are allowed to extended into rear yard setbacks, however, once a deck is covered, it must adhere to the setback regulations of the Code. She explained that at its furthest point on the northeast corner, the deck extends approximately 6-feet into the rear yard setback, leaving 29-feet between the existing deck and the shared property line to the east. Staff is not overly concerned with the applicant converting the unenclosed deck to a covered deck, primarily because the structure will be staying in its current location, it will not be expanded upon and that the rear of the property backs

up to a larger neighboring property. She noted that all legal notifications have been met, and to date, staff has not received any correspondence either for or against the request. Staff position is to grant a variance to Ankeny Municipal Code Section 192.03(3)(E) to allow a 29-foot rear yard setback for a covered deck at 103 SW Stonegate Drive. Staff's position is based on a determination that the decreased rear yard setback from the resulting covered deck would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

There 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. Second by J.Baxter. Motion carried 3 – 0.

The Board had no concerns with the request.

Board Action on Filing #24-06 for property located at 103 SW Stonegate Drive

Motion by M.Ott that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 192.03(3)(E) to allow a 29-foot rear yard setback for a covered deck at 103 SW Stonegate Drive. The Board's decision is based on a determination that the decreased rear yard setback from the resulting covered deck would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by K.Tomlinson. Motion carried 3 – 0.

REPORTS

Renewed Special Use Permits

#21-06 El Molcajete, 301 E. 1st Street

There being no further business, meeting adjourned at 5:08 p.m.



Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 4, 2024.

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 2024-06-04

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, June 4, 2024

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

CALL TO ORDER

Chair Ted Rapp called the June 4, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Annette Renaud, and Todd Ripper. Absent: Lisa West. Staff present: Eric Carstens, Bryan Morrissey, Laura Hutzell, Jake Heil, Ryan Kirschman, and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the June 4, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the May 21, 2024 minutes of the Plan and Zoning Commission meeting.

Item #2. 2402 SE Hulsizer Road - Site Improvements Site Plan

Motion to approve the site plan for 2402 SE Hulsizer Road, Site Improvements Site Plan; subject to City Council approval of the stormwater management facility maintenance covenant and permanent easement agreement.

Item #3. 2120 NE 36th Street - 36 Spectrum Site Plan

Motion to approve the site plan for 2120 NE 36th Street, 36 Spectrum, subject to City Staff approval of the traffic impact study.

Referencing Item #3, R.Weisheit said he would like to see some type of screening where the meter bank location is on the south elevation along NE 36th Street.

Motion by G.Hunter to approve the recommendations for Consent Agenda Item(s) #1 - #3. Second by T.Flack. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

Item #4. NE 36th Street Mixed Use Development Neighborhood Plan

Staff Report: J.Heil reported that the NE 36th Street Mixed Use Development Neighborhood Plan is located within the Otter Creek PUD, which is comprised of 265 acres and located east of I-35 and north/south of NE 36th Street. The property was rezoned from R-1 to PUD with the intent to establish an integrated and complimentary commercial, office, flex and residential development that would serve as a regional destination at the I-35 and NE 36th Street interchange. The NE 36th Street Mixed Use Development Neighborhood Plan is the second within the Otter Creek PUD. The proposed neighborhood plan is approximately 125 acres and consists of 12 buildable lots, an outlot for stormwater detention and

associated utility and traffic improvements. Lots 1-9 are identified as Commercial, Lots 10-11 are identified as Multifamily Residential. The proposed neighborhood plan is in general conformance with the Otter Creek PUD. J.Heil explained the proposed neighborhood plan in detail, which included street design, access, water, sewer, and drainage. He shared that the majority of the development is commercial, and does not require parkland dedication. The developer is requesting that the City accept payment in lieu of dedication for the two multi-family lots. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the NE 36th Street Mixed Use Development Neighborhood Plan.

Adam Schoeppner, Nilles Associates, Inc., 1933 SW Magazine Road, Ankeny said the developer is looking at starting with the plat to the north along NE 36th Street. He said the four lots with this plat are being targeted for drive-thru restaurants. He shared that the drive-thru restaurants have a large traffic demand and the signal timing would not work out as well as the roundabouts. Adam Schoeppner noted that the northern portion will be developed first, since sewer is readily available in that area. They will then work their way to the south. He asked if the Commission had any questions.

Motion by T.Flack to recommend City Council approval of NE 36th Street Mixed Use Development Neighborhood Plan. Second by R.Weisheit. Motion carried 5 – 0 – 1 (Abstain: T.Rapp).

Item # 5. Hope K. Farms, LLC request to rezone property from R-2, One-Family and Two-Family Residence District to PUD, Planned Unit Development

Staff Report: B.Morrissey reported that Hope K. Farms, LLC is requesting to rezone property from R-2, One-Family and Two-Family Residence District to PUD, Planned Unit Development. The proposed rezoning consists of approximately 38.10 acres and is located southeast of the NW 54th Street and NW Irvinedale Drive intersection. He stated that the property is currently zoned R-2, One-Family and Two-Family Residence District, a zoning classification that was assigned to the property in 2022 as a part of the original Hope Crest rezoning. He noted the current zoning of the surrounding properties, which included property that is not within Ankeny's Corporate Limits. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map identifies the subject area as being suitable for low density residential land uses. B.Morrissey presented, and briefly reviewed the details of the PUD Conceptual Plan. B.Morrissey shared that during the public hearing there were discussions and questions asked from the Commission and the public. He responded to those questions, which related to the parkland dedication requirements, the plans for the land to the east and west of this property, the privately-owned detention pond located on lots 7A, 7B, 8A and 8B of the Brinmore Estates Plat 3, which abut this parcel and, the differences between the original Hope Crest rezoning and the proposed rezoning. He noted that the proposed rezoning is consistent with the land use classifications shown on the Ankeny Plan 2040 Future Land Use Map. Staff recommends that the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone property from R-2, One-Family and Two-Family Residence District to PUD, Planned Unit Development.

There were no further comments from the applicant.

Motion by A.Renaud to recommend City Council approval of the request by Hope K. Farms, LLC to rezone property from R-2, One-Family and Two-Family Residence District to PUD, Planned Unit Development. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

REPORTS

City Council Meeting

There was no report.

Director's Report

E.Carstens presented the tentative agenda items for the Tuesday, June 18, 2024 Plan and Zoning Commission meeting and the May 2024 Building Permits Report.

E.Carstens responded to the question that Commissioner R.Weisheit asked regarding Consent Agenda Item #3. He explained that it looks like the drive-thru menu board for Starbucks should screen most of the meter bank. He stated that it is hard to screen buildings when they are intended to be four sided. T.Rapp noted that there is a pretty dense landscape screen along NE 36th Street. T.Flack commented that Starbucks in general does a good job with their four-sided buildings.

Commissioner's Reports

There were no reports.

MISCELLANEOUS ITEMS

June 17, 2024 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn the meeting. Meeting adjourned at 6:55 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 Park Board meeting of March 25, 2024.

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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 Park Board Minutes

Ankeny Park Board Meeting March 25, 2024

Meeting Minutes:

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

Approval of Minutes: The January meeting minutes were reviewed and approved with a motion from Chad Hade and a second from Nichoel Church. All approved.

New Board Member – Craig Robinson: Bradshaw introduced and welcomed newly appointed Park Board member, Craig Robinson. Robinson has resided in Ankeny since 2010 and works in Communications and Marketing. Introduction of Board members included years served on Park Board, family and careers. Everyone welcomed Robinson and look forward to his contributions to the group.

Parks & Recreation Department Overview Presentation: Lenox presented an overview of the core responsibilities of the Parks & Recreation Department, including Park Maintenance, Albaugh Family Senior Community Center, Otter Creek Golf Course, Prairie Ridge Sports Complex, signature parks and aquatic centers. Various programs, activities and special events that occurred in 2023 were also highlighted in the presentation. Lenox stated All-City Play Day is the Department's largest special event which provides free activities and games to Ankeny residents, followed by Beats & Eats, Movies Under the Stars and Ice Cream Socials. Lenox also stated record attendance of 160,413 was set in 2023 at the aquatic centers and Otter Creek Golf Course saw over 31,500 rounds of golf played.

Director's Report: Lenox reported the City's IT Department installed safe guarding software which can impact incoming emails being blocked. Lenox asked board members to contact him if they recently sent an email, but did not receive a reply. Lenox then turned it over to Bradshaw to discuss the annual Park Tour.

Chairperson's Report – Aaron Bradshaw: Aaron suggested the annual park tour take place on April 29 in lieu of an April Board meeting. Conversation ensued amongst board members. Lenox will send out a Doodle Pool with possible dates and times and report back to the Board.

Aaron asked Lenox if interior park trails are checked for litter on a regular basis. Lenox stated the main focus of Park Maintenance staff is cleanliness of park shelters, trash cans and parking lots, and to notify him if a particular park needs additional attention.

Board Member Reports:

- Church: Nichoel stated she met with a member of Ankeny's Cultural Arts Board and was excited to share an Art Festival is scheduled to take place in Uptown Ankeny this Spring.
- Hade: No report.
- Maki: Katie inquired if the City encourages new restaurants along the High Trestle Trail to install bike racks for trail goers to utilize, and asked if the City made public awareness announcements for high traffic times for trail user safety. Lenox stated there are no requirements for new businesses to install bike racks, but recommendations can be made by the public to businesses directly. Bradshaw recommended Katie reach out to local bike clubs in an effort for them to help encourage restaurants to install racks.
- Robinson: No report.
- Smith: No report.

Adjournment: Amber Smith moved meeting adjournment and Craig Robinson provided the second. The meeting was adjourned at 6:40 p.m.

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



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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:
Kirkendall Library

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Library Board of Trustee meeting of May 16, 2024.

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 16, 2024

Regular meeting: 6 p.m.

Location: City Council Chambers - Library

Present: John Meyer, Fred Schuster, Nancy Medema, Gene Lucht, Heather Stephenson, and Amber Sommerfeld

Staff: Sam Mitchel

Topic	Discussion
Call to Order	Meyer called the meeting to order.
Approval of Minutes	Motion made by Medema to approve the April 2024 meeting minutes. Second by Schuster. Motion passed unanimously.
Public Comments	
Consent Agenda	Sam Mitchel, Director, presented Financials: • Run rate – 83.3%
Policy/Procedure Review	Unattended Children Policy: • No substantive changes other than grammatical and adding phrase “for further instructions.” Stephenson motioned to approve. Medema seconded. Motion passed unanimously.
Director’s Report	Presented by Mitchel: • As relayed in report. • Summerfest will impact library parking and access to the book drop beginning Monday, July 8 and ending Sunday, July 14. • Mitchel presented noise abatement proposal for 18 additional sound panels in the lobby for \$12,260. He anticipates that there will be sufficient funds in the budget at the end of the fiscal year.
Committee Reports (Evaluation, Finance, Marketing, Policy, Staffing, etc.)	Director Job Description • Meyer, Medema, and Sommerfeld made alterations to current job description as well as taking in consideration Direct Mitchel’s recommendations. Document will be forwarded to Human Resources Department for proper format and appropriate terminology to meet guidelines.
Friends of the Library (Update)	Medema Friends are planning bingo and family trivia night in the coming months.
Executive Session	At 6:37PM Sommerfeld made a motion to “Consider motion to go into Executive Session, pursuant to the provisions of Iowa Code Section 21.5, subparagraph (i), ‘to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.’” Stephenson seconded. Passed unanimously. Executive session closed 7:20PM.
Adjourn	Next meeting: June 20, 2024 Motion to adjourn made by Medema at 7:25PM

Respectfully submitted, Sam Mitchel, Library Director

Approved: 6/20/24



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve the issuance of Cigarette/Tobacco/Nicotine/Vapor Permits for July 1, 2024 - June 30, 2025.

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. Copies of license applications are available for review in the Office of the City Clerk.

- Stop and Shop Liquor Store, 409 S Ankeny Blvd, Ankeny, IA (Renewal)
- CIV Plus Ankeny SW, 2505 White Birch Ln, Ankeny, IA (Renewal)

FISCAL IMPACT: **Yes**

Each licensee has 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 as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Applicant list: Cigarette/Tobacco/Nicotine/Vapor

July 1, 2024 – June 30, 2025
Cigarette/Tobacco/Nicotine/Vapor Permit Applicants

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
Briarwood Membership Assoc.	3405 NE Trilein Dr
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
CIV Plus Ankeny SW	2505 White Birch Ln
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 St
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
Kum & Go #292	1825 N Ankeny Blvd
Kum & Go #4020	1910 SW White Birch Circle
Kum & Go #518	3603 NE Otter View Circle
Kum & Go #579	165 SW Magazine Rd
Kum & Go #92	1025 E 1st Street
Kum & Go #2212	965 SE Corporate Woods Dr
KWIK STAR #1016	202 SE Oralabor Rd
KWIK STAR #1057	320 NW 36th Street
Leaf Brothers Cigar II	1924 SW 3rd Street
La Victoria #4	502 N Ankeny Blvd, Ste 9
Liquor Lovers	1510 S Ankeny Blvd, Ste 107
Murphy USA #7594	1006 SE National DR
Neighborhood Liquor House	833 E 1 st St, Ste 102
Stop and Shop Liquor Store	409 S Ankeny Blvd
Tim's BP/AMACO Service	102 N Ankeny Blvd

July 1, 2024 – June 30, 2025
Cigarette/Tobacco/Nicotine/Vapor Permit Applicants

Tobacco Hut	121 N Ankeny Blvd
Vape World and Tobacco, LLC	802 SE Oralabor Rd
Walgreens #07454	901 N Ankeny Blvd
Walgreens #07996	2702 SE Delaware Ave
Yankee Clipper	312 SW Maple Street



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to approve the issuance of liquor licenses and 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. Mullets Uptown LLC d/b/a Mullets Uptown, 617 SW 3rd St. - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective July 19, 2024.
 2. Uptown Garage Brewing Co. LLC d/b/a Uptown Garage Brewing Co., 305 SW Walnut St. - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective July 20, 2024.
- PENDING DRAM ENDORSEMENT

3. T&K Ventures II LLC d/b/a Early Bird, 1520 S Ankeny Blvd - Class C Retail Alcohol License (LC) (Renewal) - Effective July 28, 2024.
4. Bus Events, LLC d/b/a Iowa Beer Bus, 715 W 1st St. (AMP) - Special Class C Retail Alcohol License (BW) (Multi 5 Day) - Effective July 12, July 19, July 26, 2024.

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 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$1,521.65 to Confluence, Inc. for professional services associated with the Ankeny Boulevard Corridor 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
 Ankeny Boulevard Corridor plan - Application #1 to Confluence, Inc.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Boulevard Corridor
Contractor: Confluence
Address: 525 17th Street Des Moines, IA 50309
Finance Budget Code: 100.4886.4211 **Finance Project Code:**
Vendor Project or Invoice #: 28928 **PO #**
Original Contract Date: April 1, 2024 **Vendor #** 614

Date of Council Meeting July 1st, 2024 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: 04/01/24 through: 04/20/24

Contract Summary

Original Contract Amount:	\$	80,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	80,000.00	
Total completed and stored to date:	\$	1,521.65	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	1,521.65	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$		1,521.65

OTHER CHARGES (Please attach an itemized list)

CURRENT PAYMENT DUE \$ 1,521.65

Balance to finish, including retainage: \$ 78,478.35

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: Confluence, Inc.

Firm Name

Signature

* 04/14/2024

Date

Engineer/Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval

Derek Lord

Signature

*

Date

Submit to:

CONFLUENCE

Confluence, Inc
525 17th Street
Des Moines, IA 50309
515.288.4875

OK TO PAY \$ _____
PO # _____ Partial _____ Final _____
Acct # _____
Approved By: Jack Lovel

City of Ankeny, IA
Mark Holm
400 West First Street
Ankeny, IA 50023

Invoice number 28928
Date 04/29/2024

Project 23490 Ankeny Boulevard Corridor

Professional Services through April 20, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Phase 1 - Initial Assessment + Data Collection					
Confluence	11,705.00	13.00	0.00	1,521.65	1,521.65
FHU	3,295.00	0.00	0.00	0.00	0.00
Subtotal	15,000.00	10.14	0.00	1,521.65	1,521.65
Phase 2 - Site Analysis + Redevelopment Opportunities					
Confluence	14,765.00	0.00	0.00	0.00	0.00
FHU	235.00	0.00	0.00	0.00	0.00
Subtotal	15,000.00	0.00	0.00	0.00	0.00
Phase 3 - Streetscape Improvements and Investment					
Confluence	27,440.00	0.00	0.00	0.00	0.00
FHU	2,560.00	0.00	0.00	0.00	0.00
Subtotal	30,000.00	0.00	0.00	0.00	0.00
Phase 4 - SWOT Analysis and Final Recommendations					
Confluence	11,110.00	0.00	0.00	0.00	0.00
FHU	8,890.00	0.00	0.00	0.00	0.00
Subtotal	20,000.00	0.00	0.00	0.00	0.00
Total	80,000.00	1.90	0.00	1,521.65	1,521.65

Invoice total **1,521.65**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
28928	04/29/2024	1,521.65	1,521.65				
	Total	1,521.65	1,521.65	0.00	0.00	0.00	0.00



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 #6 in the amount of \$1,550.00 to DIXON Engineering, Inc., for engineering services on the Delaware Ground Storage Reservoir Rehabilitation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Delaware Ground Storage Reservoir Rehabilitation Project
Contractor: DIXON Engineering, Inc.
Address: 1104 Third Ave, Lake Odessa, MI 48849
Finance Budget Code: 637.3637.4210 Finance Project #: 637.4210
Vendor Project #: IA2023TSW-5000 Purchase Order #:
Original Contract Date: January 3, 2023 Vendor Account #: 9477

Date of Council Meeting: July 1, 2024 Payment Application #: ~~5~~ 6
Payment Period: From: May 1, 2024 Through: May 31, 2024

Contract Summary:

Original Contract Amount:	\$	7,225.00	
Net Change by Change Orders:	\$	42,850.00	
Contract Amount to Date: (line 1 ± 2)	\$	50,075.00	
Total Completed and Stored to Date:	\$	42,150.00	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	42,150.00	
Less Previous Applications for Payment:	\$	40,600.00	
SUBTOTAL:	\$	1,550.00	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	1,550.00	
Balance to Finish, Including Retainage:	\$	7,925.00	
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:

DIXON Engineering, Inc.

Firm Name

Signature

Date

June 14, 2024

City of Ankeny Staff Approval:

Signature

Date

6-17-24

Submit to:

Don Clark, Director of Municipal Utilities

E-mail:

dclark@ankenyiowa.gov

Phone Number:

515-963-3529

Date Printed: 6/14/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 7, 2023	\$ 5,850.00
2	June 1, 2023	\$ 1,375.00
3	October 17, 2023	\$ 4,050.00
4	December 4, 2023	\$ 27,950.00
5	February 29, 2024	\$ 1,375.00
6	June 14, 2024	\$ 1,550.00
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PREVIOUS PAY APPS TOTAL = \$ 42,150.00

Record of Change Orders:

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
 Construction Start Date:

Substantial Completion:

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

Full Completion:

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

DIXON ENGINEERING, INC.

1104 Third Avenue, Lake Odessa, MI 48849 • Tel: 616-374-3221 • Fax: 616-374-7116

City of Ankeny
410 W First St
Ankeny, IA 50023
Attn: Don Clark

Invoice number 24-0503
Date 06/14/2024
Project IA2023TSW-5000 ANKENY IA

Description	Contract Amount	Prior Billed	Current Billed
500,000 Gallon Reservoir - (Delaware) #15 77 03 02			
Technical Specifications, Bidding & Contract Documents	5,850.00	5,850.00	0.00
Bid Opening Meeting	1,375.00	1,375.00	0.00
Preconstruction Meeting	1,550.00	1,550.00	0.00
Project Administration	5,000.00	5,000.00	0.00
Cathodic Installation	1,550.00	1,550.00	0.00
Weld Services	3,100.00	3,100.00	0.00
Critical Phase Services	24,750.00	20,625.00	0.00
Finalization Site Review	3,100.00	1,550.00	1,550.00
Warranty Observation	3,800.00	0.00	0.00
Subtotal	50,075.00	40,600.00	1,550.00
Total	50,075.00	40,600.00	1,550.00

Invoice total 1,550.00

PLEASE MAKE PAYMENT TO OUR CORPORATE OFFICE: DIXON ENGINEERING, INC., 1104 THIRD AVENUE, LAKE ODESSA MI 48849

ALL INVOICES DUE NET 30

PAYMENT BY CREDIT CARD --- PLEASE VISIT OUR WEB SITE AT --- www.dixonengineering.net/invoice-payment/.

Enter the password: InvoiceAcce\$\$



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$18,245.00 to DIXON Engineering, Inc., for engineering services on the Magazine Ground Storage Reservoir Rehabilitation 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: Magazine Ground Storage Reservoir Rehabilitation Project
Contractor: DIXON ENGINEERING, INC
Address: 1104 Third Ave, Lake Odessa, MI 48849
Finance Budget Code: 612.3612.4210 **Finance Project #** 612.4210
Vendor Project or Invoice #: 24-0411 **PO #**
Original Contract Date: **Vendor #** 9477

Date of Council Meeting: July 1, 2024 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: April 1, 2024 Through: April 30, 2024

Contract Summary

Original Contract Amount:	\$	8,175.00	
Net change by Change Orders:	\$	51,395.00	
Contract Amount to Date: (line 1 ± 2)	\$		59,570.00
Total completed and stored to date:	\$	26,420.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		26,420.00
Less previous applications for payment:	\$		8,175.00
SUBTOTAL	\$		18,245.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 18,245.00

Balance to finish, including retainage: \$ 33,150.00

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: DIXON ENGINEERING, INC
Firm Name

Signature Date

Engineer / Consultant Approval: Dixon Engineering, Inc.
Firm Name

Signature Date

City of Ankeny Staff Approval:
Signature Date 6-17-24

Submit to: Donald Clark, P.E. - Director of Municipal Utilities
E-mail: dclark@ankenyiowa.gov **Phone:** 515-963-3529 **Fax:** 515-963-3535

Date Printed: 6/14/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 9, 2024	\$ 7,175.00
2	March 7, 2024	\$ 1,000.00
3	May 30, 2024	\$ 18,245.00
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TOTAL \$ 26,420.00

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: -

DIXON ENGINEERING, INC.

1104 Third Avenue, Lake Odessa, MI 48849 • Tel: 616-374-3221 • Fax: 616-374-7116

City of Ankeny
410 W First St
Ankeny, IA 50023
Attn: Don Clark

Invoice number 24-0411
Date 05/30/2024
Project IA2023TSW-5693 ANKENY IA

Description	Contract Amount	Prior Billed	Current Billed
1,000,000 Gallon Reservoir - (Magazine Rd) #15 77 03 03			
Technical Specifications & Contract Documents	7,175.00	7,175.00	0.00
Bid Services	1,000.00	1,000.00	0.00
Project Administration	5,000.00	0.00	3,000.00
Pre-construction Meeting	1,550.00	0.00	1,550.00
Weld Services	3,300.00	0.00	3,300.00
Critical Phase Services	32,670.00	0.00	10,395.00
Cathodic Installation	1,650.00	0.00	0.00
Finalization Site Review	3,300.00	0.00	0.00
Warranty Observation	3,925.00	0.00	0.00
Subtotal	59,570.00	8,175.00	18,245.00
Total	59,570.00	8,175.00	18,245.00

Invoice total 18,245.00

PLEASE MAKE PAYMENT TO OUR CORPORATE OFFICE: DIXON ENGINEERING, INC., 1104 THIRD AVENUE, LAKE ODESSA MI 48849

ALL INVOICES DUE NET 30

PAYMENT BY CREDIT CARD --- PLEASE VISIT OUR WEB SITE AT --- www.dixonengineering.net/invoice-payment/.

Enter the password: InvoiceAcce\$\$



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 #4 in the amount of \$8,105.00 to DIXON Engineering, Inc., for engineering services on the Magazine Ground Storage Reservoir Rehabilitation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Magazine Ground Storage Reservoir Rehabilitation Project
Contractor: DIXON ENGINEERING, INC
Address: 1104 Third Ave, Lake Odessa, MI 48849
Finance Budget Code: 612.3612.4210 **Finance Project #** 612.4210
Vendor Project or Invoice #: 24-0502 **PO #**
Original Contract Date: **Vendor #** 9477

Date of Council Meeting: July 1st, 2024 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: May 1, 2024 Through: May 31, 2024

Contract Summary

Original Contract Amount:	\$	8,175.00	
Net change by Change Orders:	\$	51,395.00	
Contract Amount to Date: (line 1 ± 2)	\$		59,570.00
Total completed and stored to date:	\$	34,525.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		34,525.00
Less previous applications for payment:	\$		26,420.00
SUBTOTAL	\$		8,105.00
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		8,105.00
Balance to finish, including retainage:	\$		25,045.00
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: DIXON ENGINEERING, INC
Firm Name

Signature Date

Engineer / Consultant Approval: Dixon Engineering, Inc.
Firm Name

Signature Date

City of Ankeny Staff Approval:
Signature Date 6-17-24

Submit to: Donald Clark, P.E. - Director of Municipal Utilities
E-mail: dclark@ankenyiowa.gov **Phone:** 515-963-3529 **Fax:** 515-963-3535

Date Printed: 6/14/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 9, 2024	\$ 7,175.00
2	March 7, 2024	\$ 1,000.00
3	May 30, 2024	\$ 18,245.00
4	June 14, 2024	\$ 8,105.00
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TOTAL \$ 34,525.00

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: -

DIXON ENGINEERING, INC.

1104 Third Avenue, Lake Odessa, MI 48849 • Tel: 616-374-3221 • Fax: 616-374-7116

City of Ankeny
410 W First St
Ankeny, IA 50023
Attn: Don Clark

Invoice number 24-0502
Date 06/14/2024

Project IA2023TSW-5693 ANKENY IA

Description	Contract Amount	Prior Billed	Current Billed
1,000,000 Gallon Reservoir - (Magazine Rd) #15 77 03 03			
Technical Specifications & Contract Documents	7,175.00	7,175.00	0.00
Bid Services	1,000.00	1,000.00	0.00
Project Administration	5,000.00	3,000.00	2,000.00
Pre-construction Meeting	1,550.00	1,550.00	0.00
Weld Services	3,300.00	3,300.00	0.00
Critical Phase Services	32,670.00	10,395.00	4,455.00
Cathodic Installation	1,650.00	0.00	0.00
Finalization Site Review	3,300.00	0.00	1,650.00
Warranty Observation	3,925.00	0.00	0.00
Subtotal	59,570.00	26,420.00	8,105.00
Total	59,570.00	26,420.00	8,105.00

Invoice total 8,105.00

PLEASE MAKE PAYMENT TO OUR CORPORATE OFFICE: DIXON ENGINEERING, INC., 1104 THIRD AVENUE, LAKE ODESSA MI 48849

ALL INVOICES DUE NET 30

PAYMENT BY CREDIT CARD --- PLEASE VISIT OUR WEB SITE AT --- www.dixonengineering.net/invoice-payment/.

Enter the password: InvoiceAcce\$\$



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 #25 in the amount of \$12,187.95 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #25

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

Date of Council Meeting: July 1, 2024 **PAYMENT REQUEST #** 25
PAYMENT PERIOD: From: May 1, 2024 Through: May 31, 2024

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:	\$	275,490.76	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	275,490.76	
Less previous applications for payment:	\$	263,302.81	
SUBTOTAL	\$	12,187.95	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 12,187.95

Balance to finish, including retainage: \$ 25,109.24

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
DN: CN=Andy S. Floy, OU=Active User
Accounts, OU=Members, DC=foth, DC=com
Reason: I am approving this document
Date: 2024.06.14 15:30:12-0500

Firm Name

June 14, 2024

Signature

Date

City of Ankeny Staff Approval:

Donald Clark

6-17-24

Signature

Date

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

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

Date Printed: 6/14/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 2, 2022	\$ 11,492.32
2	June 6, 2022	\$ 10,883.60
3	June 20, 2022	\$ 19,350.00
4	September 6, 2022	\$ 19,132.80
5	October 17, 2022	\$ 13,143.00
6	November 7, 2022	\$ 14,746.20
7	November 21, 2022	\$ 4,324.00
8	January 3, 2023	\$ 1,097.00
9	February 6, 2023	\$ 18,565.20
10	March 6, 2023	\$ 7,310.00
11	March 20, 2023	\$ 14,595.26
12	May 1, 2023	\$ 1,951.69
13	June 5, 2023	\$ 2,580.57
14	July 3, 2023	\$ 4,737.17
15	August 7, 2023	\$ 2,963.58
16	August 21, 2023	\$ 2,499.00
17	October 2, 2023	\$ 20,966.22
18	November 6, 2023	\$ 9,245.40
19	November 20, 2023	\$ 8,828.03
20	January 2, 2024	\$ 8,265.16
21	February 5, 2024	\$ 9,290.74
22	March 4, 2024	\$ 9,252.56
23	April 1, 2024	\$ 14,521.86
24	May 20, 2024	\$ 33,561.45
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 263,302.81

Record of Change Orders

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

Contract Time Remaining

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

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 17, 2024

Project No: 0022A004.00

Invoice No: 90719

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

Invoice Total USD 12,187.95

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through May 31, 2024

Professional Personnel

	Hours	Rate	Amount
Project Manager II	17.50	208.00	3,640.00
Project Engineer IV	1.00	197.00	197.00
Project Engineer II	30.00	172.00	5,160.00
Technician IX	1.00	181.00	181.00
Technician II	6.00	109.00	654.00
Construction Manager III	10.50	188.00	1,974.00
Project Administrator II	1.00	106.00	106.00
Totals	67.00		11,912.00
Total Labor			11,912.00

Expenses 275.95

Billing Limits

	Current	Prior	To-Date
Total Billings	12,187.95	263,302.81	275,490.76
Limit			300,600.00
Remaining			25,109.24

Total This Invoice USD 12,187.95



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 #8 in the amount of \$16,954.56 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer - 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:

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 Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer - Phase 2
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 #: 8 **PO #**
Original Contract Date: September 5, 2023 **Vendor #** 2078

Date of Council Meeting: July 1, 2024 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: May 1, 2024 Through: May 31, 2024

Contract Summary

Original Contract Amount:	\$	29,000.00	
Net change by Change Orders:	\$	100,000.00	
Contract Amount to Date: (line 1 ± 2)	\$	129,000.00	
Total completed and stored to date:	\$	84,758.57	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	84,758.57	
Less previous applications for payment:	\$	67,804.01	
SUBTOTAL	\$	16,954.56	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 16,954.56

Balance to finish, including retainage: \$ 44,241.43

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Firm Name

Signature

Date

June 14, 2024

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

Date Printed: 6/14/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 6, 2023	\$ 8,946.00
2	November 20, 2023	\$ 8,742.50
3	January 2, 2024	\$ 4,830.10
4	February 5, 2024	\$ 1,909.04
5	March 4, 2024	\$ 13,381.72
6	April 1, 2024	\$ 4,888.41
7	May 20, 2024	\$ 25,106.24
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 67,804.01

Record of Change Orders

No.	Date	Amount
1	January 16, 2024	\$ 100,000.00
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TOTAL \$ 100,000.00

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 17, 2024

Project No: 0023A020.00

Invoice No: 90720

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

Invoice Total USD 16,954.56

Project 0023A020.00 North Four Mile Creek Trunk Sewer - Phase 2

Professional Services through May 31, 2024

Professional Personnel

	Hours	Rate	Amount
Project Manager II	7.50	208.00	1,560.00
Project Engineer V	.50	224.00	112.00
Project Engineer II	14.00	172.00	2,408.00
Project Scientist I	.50	131.00	65.50
Technician IX	2.00	181.00	362.00
Technician IV	9.00	129.00	1,161.00
Technician II	79.50	109.00	8,665.50
Construction Manager III	7.00	188.00	1,316.00
Project Administrator II	1.00	106.00	106.00
Totals	121.00		15,756.00
Total Labor			15,756.00

Expenses 1,198.56

Billing Limits	Current	Prior	To-Date
Total Billings	16,954.56	67,804.01	84,758.57
Limit			129,000.00
Remaining			44,241.43

Total This Invoice USD 16,954.56



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 #7 in the amount of \$2,115.65 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 #7

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 1, 2024 ✓ **PAYMENT REQUEST #** 7 ✓
PAYMENT PERIOD: From: September 16, 2023 Through: June 7, 2024

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:	\$	83,687.50	
Retainage: 5 % of Completed Work:	\$	4,184.38	
Total Earned less Retainage:	\$	79,503.13	
Less previous applications for payment:	\$	77,387.48	
SUBTOTAL	\$	2,115.64	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,115.64 ⁵ ALQ

Balance to finish, including retainage: \$ 21,195.88 ✓

Contract Time Remaining (If applicable) _____ Calendar Date

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

Construction Contractor Approval: HGS, LLC
Firm Name
Signature: *Matthew Jacob* Date: 6/12/2024

Engineer / Consultant Approval:
Firm Name
Signature _____ Date _____

City of Ankeny Staff Approval:
Signature: *[Signature]* Date: 6/17/24

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

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.1	Clearing and Grubbing by Lump Sum	LS	1		1.00	\$ 22,760.00	\$ 22,760.00		\$ -	1.00	1.00	\$ 22,760.00	0.00	100.00%
STREETS AND RELATED WORK														
7.1	Removal of Sidewalk	SY	79.0		79.00	\$ 49.10	\$ 3,878.90		\$ -	0.00	0.00	\$ -	79.00	0.00%
7.2	Shared Use Path, PCC, Class C, 6" Thick	SY	71.0		71.00	\$ 68.00	\$ 4,828.00		\$ -	0.00	0.00	\$ -	71.00	0.00%
7.3	Sidewalk, PCC, Class C, 4"	SY	8.0		8.00	\$ 55.00	\$ 440.00		\$ -	0.00	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		\$ -	1.00	1.00	\$ 14,102.00	0.00	100.00%
11.2	Concrete Washout	LS	1		1.00	\$ 1,105.00	\$ 1,105.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
11.3	Establishment Mowing	Ac.	7.8		7.80	\$ 355.00	\$ 2,769.00		\$ -	7.80	7.80	\$ 2,769.00	0.00	100.00%
11.4	Herbicide Treatment	Ac.	7.8		7.80	\$ 386.00	\$ 3,010.80		\$ -	7.80	7.80	\$ 3,010.80	0.00	100.00%
11.6	Dormant Native Vegetation Seeding, Drilled	Ac.	7.8		7.80	\$ 2,766.00	\$ 21,574.80		\$ -	7.80	7.80	\$ 21,574.80	0.00	100.00%
11.7	Vegetation Maintenance	Ac.	54.9		54.90	\$ 262.00	\$ 14,383.60	7.80	\$ 2,043.60	23.40	31.20	\$ 8,174.40	23.70	56.83%
11.8	Tree and Shrub Herbicide Treatment	LS	1		1.00	\$ 1,191.00	\$ 1,191.00		\$ -	1.00	1.00	\$ 1,191.00	0.00	100.00%
11.9	New Planting Sign	Ea.	32		32.00	\$ 192.00	\$ 6,144.00		\$ -	32.00	32.00	\$ 6,144.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01	Establishment Mowing Additional Area	Ac.		0.70	0.70	\$ 355.00	\$ 248.50		\$ -	0.70	0.70	\$ 248.50	0.00	100.00%
12.02	Herbicide Treatment Additional Area	Ac.		0.70	0.70	\$ 386.00	\$ 270.20		\$ -	0.70	0.70	\$ 270.20	0.00	100.00%
12.03	Native Vegetation Additional Area	Ac.		0.70	0.70	\$ 2,766.00	\$ 1,936.20		\$ -	0.70	0.70	\$ 1,936.20	0.00	100.00%
12.04	Vegetation Maintenance Additional Area	Ac.		4.90	4.90	\$ 262.00	\$ 1,283.60	0.70	\$ 183.40	2.10	2.80	\$ 733.60	2.10	57.14%
12.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 100,699.00 PAY PERIOD = \$ 2,227.00

COMPLETED = \$ 83,687.50

83.11%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 1, 2023	\$ 18,156.59
2	June 5, 2023	\$ 9,629.39
3	July 3, 2023	\$ 10,944.67
4	August 7, 2023	\$ 27,194.51
5	October 2, 2023	\$ 7,231.02
6	October 16, 2023	\$ 4,231.30
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 77,387.48

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!



HGS, LLC, a company of
Resource Environmental Solutions, LLC
6575 West Loop South Suite 300
Bellaire TX 77401 United States
P: (225) 372-6108

Invoice

#IN46593

5/31/2024

Bill To

City of Ankeny
210 S Ankeny Blvd.
Ankeny IA 50023
United States

Due Date: 6/30/2024

Amount Due:

\$2,115.65

Project

PRJ107501 City of Ankeny : Rock Creek Greenbelt

Terms	Due Date	PO #	Retainage Invoice #
Net 30	6/30/2024	107501	IN46594

Item #	Description	UOM	Contracted	Previously Billed	Unit Price	Quantity	Amount
2.1	Clearing and Grubbing by Lump Sum	LS	1.000	1.000	\$22,780.00	0.000	\$0.00
7.1	Removal of Sidewalk	SY	79.000	0.000	\$49.10	0.000	\$0.00
7.2	Shared Use Path, PCC, Class C, 6" Thick	SY	71.000	0.000	\$68.00	0.000	\$0.00
7.3	Sidewalk, PCC, Class C, 4"	SY	8.000	0.000	\$55.00	0.000	\$0.00
8.1	Temporary Traffic Control	LS	1.000	1.000	\$753.00	0.000	\$0.00
11.1	Mobilization	LS	1.000	1.000	\$14,102.00	0.000	\$0.00
11.2	Concrete Washout	LS	1.000	0.000	\$1,105.00	0.000	\$0.00
11.3/12.1	Establishment Mowing, and Add'l - CO	AC	8.500	8.500	\$355.00	0.000	\$0.00
11.4/12.2	Herbicide Treatmentand, and Add'l -COO	AC	8.500	8.500	\$386.00	0.000	\$0.00
11.5/12.3	Dormant Native Vegetation, and and Add'l - CO Seeding, Drilled	AC	8.500	9.200	\$2,766.00	0.000	\$0.00
11.6/12.4	Vegetation Maintenance, and and Add'l - CO	AC	59.000	25.500	\$262.00	8.500	\$2,227.00
11.7	Tree and Shrub Herbicide Treatment	LS	1.000	1.000	\$1,191.00	0.000	\$0.00
11.8	Native Planting Sign	EA	32.000	32.000	\$192.00	0.000	\$0.00

Total \$2,227.00

Taxes \$0.00

Retainage % 5.0%

Less Retainage (\$111.35)

Total Due \$2,115.65



IN46593



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #21 (FINAL) in the amount of \$51,222.76 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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #21 (FINAL)

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: July 1, 2024 **PAYMENT REQUEST #** 21 (FINAL) ^{ALQ}
PAYMENT PERIOD: From: July 29, 2023 Through: May 31, 2024

Contract Summary

Original Contract Amount:	\$	206,500.00	
Net change by Change Orders:	\$	868,822.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,075,322.00	
Total completed and stored to date:	\$	1,075,322.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	1,075,322.00	
Less previous applications for payment:	\$	1,024,099.24	
SUBTOTAL			\$ 51,222.76

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 51,222.76

Balance to finish, including retainage: \$ -

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

HR Green, Inc.

Firm Name

Signature

Date

June 20, 2024

City of Ankeny Staff Approval:

Signature

Date

6/20/2024

Submit to: Amy Quartell, PE, City Engineer

E-mail: aquartell@ankenyiowa.gov

Phone: (515) 965-6448

Fax: (515) 965-6448



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

▷ HRGREEN.COM

June 20, 2024

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

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

Dear Amy:

Final ALA

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 #	175688
Period covered by invoice	7/29/23 – 5/31/24
Amount this invoice	\$51,222.76
Total billings to date, including this invoice	\$419,826.74
Contract maximum fee	\$419,822.00
% of Contract billed to date	100%

Summary of services during this billing period:

- On-Site Representative
- Assessment Plats
- Project visits and reviews by Engineer
- Project management

Comments:

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

Best regards,

HR GREEN, INC.

Tony Babcock, P.E.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 17, 2021	\$ 17,924.10
2	July 19, 2021	\$ 50,683.86
3	August 16, 2021	\$ 16,218.75
4	September 20, 2021	\$ 32,991.50
5	November 1, 2021	\$ 69,694.72
6	December 20, 2021	\$ 176,402.47
7	February 7, 2022	\$ 71,838.02
8	March 7, 2022	\$ 41,650.56
9	May 2, 2022	\$ 153,782.31
10	June 6, 2022	\$ 24,295.65
11	August 15, 2022	\$ 18.06
12	August 1, 2022	\$ 90,425.37
13	October 3, 2022	\$ 68,305.36
14	November 7, 2022	\$ 44,786.13
15	January 3, 2023	\$ 81,050.64
16	March 20, 2023	\$ 26,469.25
17	May 15, 2023	\$ 4,721.35
18	June 5, 2023	\$ 7,776.23
19	June 19, 2023	\$ 25,003.95
20	July 28, 2023	\$ 20,060.96
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 1,024,099.24

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Please update Payment Application Sheet

Contract Time Remaining

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



Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
319-841-4000

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

June 05, 2024
Project No: 210361
Invoice No: 175688
Invoice Total: \$51,222.76

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

Professional Services Through May 31, 2024
Professional Personnel

	Hours	Amount	
Senior Professional	36.50	8,845.00	
Professional	157.00	33,950.00	
Field Personnel	9.00	1,135.00	
Junior Field Personnel	7.00	800.00	
Totals	209.50	44,730.00	
Total Labor			44,730.00

Consultants

Nilles Associates			
9/22/2023	Nilles Associates	Construction Survey	3,429.30
12/13/2023	Nilles Associates	Additional Construction Survey	186.30
1/26/2024	Nilles Associates	Survey Costs - Final Assessment	882.05
3/11/2024	Nilles Associates	Construction Survey	1,999.85
Total Consultants			6,497.50
			6,497.50

Billing Limits

	Current	Prior	To-Date	
Total Billings	51,227.50	368,599.24	419,826.74	
Limit			419,822.00	
Adjustment				-4.74

Total this Invoice \$51,222.76



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #18 in the amount of \$28,454.92 to HR Green, Inc., for construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #18

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements
Contractor: HR Green, Inc.
Address: 5525 Merle Hay Road, Suite 200 Johnston, IA 50131
Finance Budget Code: 998.3998.4210 **Finance Project #:** 998.421
Vendor Project #: N/A **Purchase Order #:** N/A
Original Contract Date: February 7, 2022 **Vendor Account #:** 5513

Date of Council Meeting: July 1, 2024 **Payment Application #:** 18

Payment Period: From: April 27, 2024 Through: May 31, 2024

Contract Summary:

Original Contract Amount:	\$	355,700.00	
Net Change by Change Orders:	\$	473,813.00	
Contract Amount to Date: (line 1 ± 2)	\$	829,513.00	
Total Completed and Stored to Date:	\$	677,574.61	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	677,574.61	
Less Previous Applications for Payment:	\$	649,119.69	
SUBTOTAL:	\$	28,454.92	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 28,454.92

Balance to Finish, Including Retainage: \$ 151,938.39

Contract Time Remaining: - Working Days

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

Construction Contractor Approval: HR Green, Inc.
Firm Name

Signature _____ Date _____

Engineer / Consultant Approval: HR Green, Inc.
Firm Name

Signature _____ Date June 20, 2024

City of Ankeny Staff Approval:
Signature _____ Date 6/21/2024

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

Date Printed: 6/20/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 18, 2022	\$ 45,993.75
2	June 6, 2022	\$ 69,475.00
3	August 15, 2022	\$ 59,151.51
4	October 3, 2022	\$ 36,117.50
5	October 17, 2022	\$ 65,290.75
6	November 7, 2022	\$ 66,482.50
7	January 3, 2023	\$ 29,525.63
8	August 7, 2023	\$ 2,217.00
9	September 18, 2023	\$ 40,890.60
10	October 2, 2023	\$ 26,102.28
11	November 6, 2023	\$ 74,065.26
12	December 4, 2023	\$ 26,000.65
13	December 18, 2023	\$ 27,985.75
14	February 5, 2024	\$ 35,957.25
15	April 15, 2024	\$ 15,643.65
16	May 6, 2024	\$ 17,023.23
17	May 20, 2024	\$ 11,197.38
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = \$ 649,119.69

Record of Change Orders:

No.	Date	Amount
1	July 5, 2022	\$ 16,500.00
2	May 15, 2023	\$ 457,313.00
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CHANGE ORDER TOTAL = \$ 473,813.00

Contract Time Remaining:

Contract Period: Working Days
 Construction Start Date: _____

Substantial Completion:

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

Full Completion:

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



Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
319-841-4000

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

June 05, 2024
Project No: 210345.02
Invoice No: 175690
Invoice Total: \$28,454.92

Project 210345.02 Ankeny, IA - Oralabor Gateway Trail and SW State Street

Professional Services Through May 31, 2024

Phase 11.0 Construction Phase Services

Professional Personnel

	Hours	Amount	
Professional	38.50	8,682.50	
Junior Professional	3.00	450.00	
Junior Field Personnel	150.00	17,250.00	
Admin Coordinator	1.00	130.00	
Totals	192.50	26,512.50	
Total Labor			26,512.50

Unit Charges

Mileage 0.67	854.92	
Total Unit Charges	854.92	854.92

Total this Phase \$27,367.42

Phase 12.0 Construction Phase Services - Fiber Optic

Professional Personnel

	Hours	Amount	
Professional	1.50	337.50	
Operators/Interns	7.50	750.00	
Totals	9.00	1,087.50	
Total Labor			1,087.50

Total this Phase \$1,087.50

Billing Limits

	Current	Prior	To-Date
Total Billings	28,454.92	262,919.69	291,374.61
Limit			443,313.00
Remaining			151,938.39

Total this Invoice \$28,454.92



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

▷ HRGREEN.COM

June 20, 2024

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

Progress Report & Attached Invoice
Ankeny, IA - Oralabor Gateway Trail - SW State Street Underpass and
SW Oralabor Road and SW State Street Intersection Improvements
HRG Project No. 210345.02
Contract date: March 6, 2023

Dear Jim:

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

Attached Invoice #	175690
Period covered by invoice	4/27/24 – 5/31/24
Amount this invoice	\$28,454.92
Total billings to date, including this invoice	\$663,391.36
Contract maximum fee	\$829,513.00
% of Contract billed to date	79.97%

Summary of services during this billing period:

- On-Site Representative
- Reviewed and approved submittals
- Provided coordination and design support for inquiries and modifications
- Utility Coordination
- Project visits and reviews by Engineer
- Project management

Comments:

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

Best regards,

HR GREEN, INC.

Tony Babcock, P.E.



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 #4 in the amount of \$38,517.93 to MSA Professional Services, Inc., for engineering services on the SW Walnut Street and SW Ordinance Road Water Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW Walnut Street and SW Ordinance Road Water Main
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Ave Ste F, Ankeny, IA 50021
Finance Budget Code: 635.3635.4210 Finance Project #: 635.421
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: February 5, 2024 Vendor Account #: 6447

Date of Council Meeting: July 1, 2024 Payment Application #: 4

Payment Period: From: 05/19/2024 Through: 06/15/2024

Contract Summary:

Original Contract Amount: \$ 210,000.00
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 210,000.00

Total Completed and Stored to Date: \$ 129,107.79
Retainage: 0 % of Completed Work: \$ -
Total Earned Less Retainage: \$ 129,107.79
Less Previous Applications for Payment: \$ 90,589.86
SUBTOTAL: \$ 38,517.93

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 38,517.93

Balance to Finish, Including Retainage: \$ 80,892.21

Contract Time Remaining (Substantial): _____ - Working Days

Contract Time Remaining (Full): _____ - Working Days

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

Construction Contractor Approval: Not Applicable

Firm Name

Signature

Date

Engineer / Consultant Approval: MSA Professional Services, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval: _____

Signature

Date

Submit to: Don Clark, Director of Municipal Utilities

E-mail: dclark@ankenyiowa.gov Phone Number: (515) 963-3529

Date Printed: 6/19/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 1, 2024	\$ 37,871.38
2	May 6, 2024	\$ 25,164.73
3	June 3, 2024	\$ 27,553.75
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 90,589.86

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

PROJECT UPDATE

CONTACT INFORMATION:

Nichole Sungren

Phone: (515) 964-1920

nsungren@msa-ps.com

DATE:

June 19, 2024

PROJECT NUMBER:

City of Ankeny:

WTM-20-002

MSA:

09085058



TASK 1: PROJECT SURVEY

Task 1: 91% Complete

The project survey has been completed for this project. Any project easements will be prepared, as needed once design is completed.

TASK 2: PRELIMINARY DESIGN

Task 2: 100% Complete

This task is complete.

TASK 3: FINAL DESIGN

Task 3: 54% Complete

MSA has completed and submitted check plans for City staff review. MSA will meet with City staff to address comments and prepare final plans and to discuss schedule, due to environmental review. The public information will also need to be held in the coming months.

TASK 4: BIDDING

Task 4: 0% Complete

No work has been started on this task at this time.

PROJECT UPDATE

TASK 5: PROJECT ADMINISTRATION*Task 5: 54% Complete*

MSA has been coordinating with franchise utility companies any potential relocations and will be sending out the check plans in the next week, completed internal design meetings, reviewed City preliminary plan comments and other administrative and coordination tasks.

TASK 6: IUP AND ERP PREPARATION*Task 6: 99% Complete*

The City of Ankeny's SW Walnut Street and SW Ordinance Road Water Main project was placed on the Intended Use Plan (IUP) project list on June 18, as part of the FY25 Q1 update. The City also received the approval of the Preliminary Engineering Report (PER) on June 13, 2024. MSA has been corresponding with the Iowa DNR on the environmental review and it appears, due to the review schedule, that the project letting will need to be postponed to November or later.



INVOICE

A 3% SERVICE FEE WILL BE ADDED TO INVOICES
PAID BY CREDIT CARD. PAST DUE BALANCES
ARE SUBJECT TO AN INTEREST RATE OF 1.5%
PER MONTH.

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

Invoice No: 005883
Invoice Date: 6/19/2024
Invoice Terms: Due upon receipt
Project No: R09085058.00
Project Manager: Nichole Sungren
Client Liaison: Nichole Sungren
Customer Ref:

Email Invoice

From May 24, 2024 To June 19, 2024

R09085058.00 Ankeny IA Walnut Street Water Main

Ankeny IA Walnut Street Water Main

R09085058.00.100; Survey

Subtotal 26.25

R09085058.00.200; Preliminary Design

Subtotal 67.86

R09085058.00.300; Final Design

Subtotal 36,338.34

R09085058.00.400; Bidding

Subtotal 0.00

R09085058.00.500; Administration

Subtotal 1,752.98

R09085058.00.700; IUP and ERP Preparation

Subtotal 332.50

Invoice subtotal	38,517.93
Total	38,517.93

Please include the MSA Invoice Number and Project Number with your payment.

ACH Payments:

ach@msa-ps.com

Account Number: 101065930

Routing Number: 075901590

Bank Information: ACH/Wire, Baraboo State Bank, 101 3rd Avenue
Baraboo, WI 53913

Check Payments:

MSA

1230 South Boulevard
Baraboo, WI 53913



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 19, 2024

Don Clark, Director of Municipal Utilities
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Re: SW Walnut Street and SW Ordinance Road Water Main
Project # 09085058

Dear Mr. Clark:

Please find attached the Engineering Invoice #4 for work completed between May 19, 2024 and June 15, 2024. Please refer to the attached Project Update for a summary of the work completed to date. Check plans were submitted to the City staff for review on June 14th.

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.



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$61,293.30 to Olsson, Inc., for engineering services on the Fiber Optic Network Upgrade project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Fiber Optic Network Upgrade
Contractor: Olsson, Inc.
Address: PO Box 84608, Lincoln, NE 68501-4608
Finance Budget Code: 888.3888.4210 Finance Project #: 888.4210
Vendor Project #: 023-02927 Purchase Order #: N/A
Original Contract Date: April 3, 2023 Vendor Account #: 10076

Date of Council Meeting: July 1, 2024 Payment Application #: 4

Payment Period: From: March 10, 2024 Through: June 8, 2024

Contract Summary:

Original Contract Amount: \$ 423,644.46
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 423,644.46

Total Completed and Stored to Date: \$ 286,290.95
Retainage: 0 % of Completed Work: \$ -
Total Earned Less Retainage: \$ 286,290.95
Less Previous Applications for Payment: \$ 224,997.65
SUBTOTAL: \$ 61,293.30

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 61,293.30

Balance to Finish, Including Retainage: \$ 137,353.51

Contract Time Remaining (Substantial): 63.0 Working Days

Contract Time Remaining (Full): 164.0 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:

Olsson, 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: 6/18/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	September 5, 2023	\$ 68,955.27
2	November 6, 2023	\$ 46,421.62
3	April 1, 2024	\$ 109,620.76
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7		
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Previous Applications for Payment:

No.	Date	Amount
36		
37		
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70		

PREVIOUS PAY APPS TOTAL = \$ 224,997.65

Record of Change Orders:

No.	Date	Amount
1		
2		
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15		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

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

Substantial Completion:

Contract Working Days:	373.0
Added by Change Order:	
Total Working Days:	373.0
Working Days Used to Date:	310.0
Working Days Remaining:	63.0

Full Completion:

Contract Working Days:	474.0
Added by Change Order:	
Total Working Days:	474.0
Working Days Used to Date:	310.0
Working Days Remaining:	164.0



MONTHLY PROGRESS REPORT

City of Ankeny, Fiber Optic Network Upgrade
Project No. 023-02927

Work Period: 03/10/2023 – 06/08/2024

Summary of Work Completed This Period:

- Prepared for and facilitated bi-weekly Tuesday status meetings
- Continued coordination of field inventory and locates for conditions verification
 - Worked with city staff to further document and detail existing conditions that were not as expected or fully detailed through documentation
 - Field verified constructability for various plan revisions considered with the City
 - Clarified documentation for termination devices and connections at various signal locations
- Reviewed City provided comments for 60% plans and revised drawings and files for revisions with submission of 90% plans
- Created cabling sheets setup for existing and proposed cabling configurations in city handholes, cabinets, and facilities
 - Revised to cabling model to align with revised proposed conditions and update existing cabling based on completed projects and field investigations
- Continued splicing sheet setup and revisions for all traffic signal drop locations and existing end of reel locations
- Prepared and submitted previous work period invoice and progress report

Summary of Future Work for Next Period:

- Prepare for and facilitate bi-weekly status meetings
- Submit 90% plan set for City review and comment
- Submit cabling diagram sheets for City review and comment
- Submit initial proposed fiber splicing and termination sheets for all traffic signal drops
- Continue field investigations and review as required
- Prepare and submit current work period invoice and progress report

Issues, Special Problems, or Comments:

- None at this time

Invoice

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

Leslie Hart
City of Ankeny IA
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1564

olsson

June 24, 2024

Invoice No: 501216

Invoice Total	\$61,293.30
----------------------	--------------------

Olsson Project # 023-02927 Ankeny Fiber Optic Network Upgrade

Professional services rendered through June 8, 2024 for work completed in accordance with our Agreement dated April 3, 2023.

Phase	100	Project Management & Coordination
Labor		

	Hours	Rate	Amount	
Principal				
Hansen, Blake	.50	303.31	151.66	
Project Manager				
Emory, Meredith	12.25	212.09	2,598.10	
Assistant Professional				
Broadhead, Landon	17.00	107.53	1,828.01	
Totals	29.75		4,577.77	
Total Labor				4,577.77
Total this Phase				\$4,577.77

Phase	200	Data Collection & Field Investigation
Labor		

	Hours	Rate	Amount	
Project Manager				
Emory, Meredith	29.00	212.09	6,150.61	
Assistant Professional				
Broadhead, Landon	17.50	107.53	1,881.78	
Designer				
Jones, Jared	1.00	106.90	106.90	
CAD Operator				
Van Den Broek, Ryan	9.00	108.90	980.10	
Totals	56.50		9,119.39	
Total Labor				9,119.39
Total this Phase				\$9,119.39

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	023-02927	Ankeny Fiber Optic Network Upgrade	Invoice	501216
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Phase 300 PS&E
Labor

	Hours	Rate	Amount	
Project Manager				
Emory, Meredith	166.50	212.09	35,312.99	
Assistant Professional				
Broadhead, Landon	111.50	107.53	11,989.60	
Wright, Mia	.75	110.87	83.15	
Totals	278.75		47,385.74	
Total Labor				47,385.74
			Total this Phase	\$47,385.74

Phase 999 Expenses

Reimbursable Expenses

Personal Vehicle Mileage		210.40	
Total Reimbursables		210.40	210.40
		Total this Phase	\$210.40

Billing Limits

	Current	Prior	To-Date
Total Billings	61,293.30	224,997.65	286,290.95
Limit			423,644.46
Balance Remaining			137,353.51

AMOUNT DUE THIS INVOICE \$61,293.30

Billings to Date

	Current	Prior	Total
Labor	61,082.90	224,851.91	285,934.81
Expense	210.40	116.49	326.89
Internal Unit	0.00	29.25	29.25
Totals	61,293.30	224,997.65	286,290.95

Email Invoices to: Lhart@ankenyiowa.gov

Authorized By: Meredith Emory

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$111,977.93 to On Track Construction, LLC for construction services on the 2023 Annual Storm Sewer Repairs project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2023 Annual Storm Sewer Repairs
Contractor: On Track Construction, LLC
Address: 1435 West F Avenue, Nevada, Iowa 50201
Finance Budget Code: 680.3680.4453 Finance Project #: 680.4453
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: September 5, 2023 Vendor Account #: 9363

Date of Council Meeting: July 1, 2024 Payment Application #: 2

Payment Period: From: December 22, 2023 Through: June 16, 2024

Contract Summary:

Original Contract Amount:	\$	133,550.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	133,550.00	
Total Completed and Stored to Date:	\$	127,939.00	
Retainage: <u>5</u> % of Completed Work:	\$	6,396.95	
Total Earned Less Retainage:	\$	121,542.05	
Less Previous Applications for Payment:	\$	9,564.12	
SUBTOTAL:	\$	111,977.93	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 111,977.93

Balance to Finish, Including Retainage: \$ 12,007.95

Contract Time Remaining: 54.00 Working Days

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

Construction Contractor Approval: On Track Construction, LLC

Signature: [Signature] Date: 6-19-24

Engineer / Consultant Approval: N/A

Signature: _____ Date: _____

City of Ankeny Staff Approval:

Signature: [Signature] Date: 6-20-24

Submit to: Quinn Lopreato

E-mail: QLopreato@AnkenyIowa.gov Phone Number: 515-965-6432

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
700 BLOCK NE HAVES DR														
	TRENCH EXCAVATION AND BACKFILL													
1	Trench Compaction Testing	LS	1		1	\$ 505.00	\$ 505.00		\$ -		0	\$ -	1	0.00%
SEWERS AND DRAINS														
2	Storm Sewer, Trenched, Class III RCP, 15" Diameter	LF	12		12	\$ 462.50	\$ 5,550.00	16	\$ 7,400.00		16	\$ 7,400.00	(4)	133.33%
3	Removal of Storm Sewer, RCP, Less Than or Equal to 36-inch Diameter	LF	12		12	\$ 67.50	\$ 810.00	16	\$ 1,080.00		16	\$ 1,080.00	(4)	133.33%
4	Subdrain, Corrugated PVC, Type 1, Class B, 6" Diameter	LF	3		3	\$ 190.00	\$ 570.00	3	\$ 570.00		3	\$ 570.00	0	100.00%
5	Removal of Subdrain, Any Type, Any Size	LF	3		3	\$ 125.00	\$ 375.00	3	\$ 375.00		3	\$ 375.00	0	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6	Intake, Type SW-505, 6'-8" x 2'-0"	EA	1		1	\$ 11,200.00	\$ 11,200.00	1	\$ 11,200.00		1	\$ 11,200.00	0	100.00%
7	Intake, Type SW-506 (Modified), 7'-0" x 6'-0"	EA	1		1	\$ 13,645.00	\$ 13,645.00	1	\$ 13,645.00		1	\$ 13,645.00	0	100.00%
8	Remove Intake	EA	2		2	\$ 1,500.00	\$ 3,000.00	2	\$ 3,000.00		2	\$ 3,000.00	0	100.00%
STREET'S AND RELATED WORK														
9	Plastic Concrete Tasting	LS	1		1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00		1	\$ 1,000.00	0	100.00%
10	Removal of Sidewalk	SY	11		11	\$ 15.00	\$ 165.00		\$ -		0	\$ -	11	0.00%
11	Sidewalk, PCC, Class C, 4" Thick	SY	11		11	\$ 125.00	\$ 1,375.00		\$ -		0	\$ -	11	0.00%
12	Full Depth Patches, PCC, Class C-SUD, 8" Thick (max.) - 7" Thick (min.)	SY	68		68	\$ 190.00	\$ 12,920.00	75.7	\$ 14,383.00		75.7	\$ 14,383.00	(7.7)	111.32%
TRAFFIC CONTROL														
13	Temporary Traffic Control	LS	1		1	\$ 3,232.00	\$ 3,232.00	1	\$ 3,232.00		1	\$ 3,232.00	0	100.00%
14	Portable Dynamic Message Sign (PDMS)	CDAY	6		6	\$ 100.00	\$ 600.00	6	\$ 600.00		6	\$ 600.00	0	100.00%
SITE WORK AND LANDSCAPING														
15	Conventional Seeding and Fertilizing, Type 1	Ac.	0.05		0.05	\$ 40,000.00	\$ 2,000.00	0.05	\$ 2,000.00		0.05	\$ 2,000.00	0.00	100.00%
16	Temporary RECP, Type 1,C	SY	160		160	\$ 5.00	\$ 800.00		\$ -		0	\$ -	160	0.00%
17	Intlet Protection Device, Drop-In Intake Protection	EA	4		4	\$ 250.00	\$ 1,000.00	2	\$ 500.00		2	\$ 500.00	2	50.00%
18	Intlet Protection Device, Surface-applied	EA	4		4	\$ 500.00	\$ 2,000.00	4	\$ 2,000.00		4	\$ 2,000.00	0	100.00%
19	Intlet Protection Device, Maintenance	EA	4		4	\$ 100.00	\$ 400.00	4	\$ 400.00		4	\$ 400.00	0	100.00%
MISCELLANEOUS														
20	Construction Survey	LS	1		1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00		1	\$ 1,000.00	0	100.00%
21	Mobilization	LS	1		1	\$ 9,975.00	\$ 9,975.00	1	\$ 9,975.00		1	\$ 9,975.00	0	100.00%
22	Concrete Washout	LS	1		1	\$ 1,010.00	\$ 1,010.00	1	\$ 1,010.00		1	\$ 1,010.00	0	100.00%
23	Orange Mesh Safety Fence	LS	1		1	\$ 1,075.00	\$ 1,075.00	1	\$ 1,075.00		1	\$ 1,075.00	0	100.00%
SEWERS AND DRAINS														
24	Concrete Collar at PVC connection to CMP Structure	EA	1		1	\$ 2,475.00	\$ 2,475.00		\$ -		0	\$ -	1	0.00%
SITE WORK AND LANDSCAPING														
25	Conventional Seeding and Fertilizing, Type 1	Ac.	0.05		0.05	\$ 40,000.00	\$ 2,020.00		\$ -		0.00	\$ -	0.05	0.00%
26	Temporary RECP, Type 1,C	SY	200		200	\$ 5.00	\$ 1,000.00		\$ -		0	\$ -	200	0.00%
27	Waste, Straw, 8" Diameter	LF	25		25	\$ 5.00	\$ 125.00		\$ -		0	\$ -	25	0.00%
MISCELLANEOUS														
28	Mobilization	LS	1		1	\$ 2,055.00	\$ 2,055.00		\$ -		0	\$ -	1	0.00%
29	Concrete Washout	LS	1		1	\$ 100.00	\$ 100.00		\$ -		0	\$ -	1	0.00%
30	Orange Mesh Safety Fence	LS	1		1	\$ 105.00	\$ 105.00		\$ -		0	\$ -	1	0.00%
SE MAGAZINE RD & SE WANDA RD														
SEWERS AND DRAINS														
31	Storm Sewer, Trenched, Class III RCP, 15" Diameter	LF	6		6	\$ 615.00	\$ 3,690.00		\$ -	6	6	\$ 3,690.00	0	100.00%
32	Removal of Storm Sewer, RCP, Less Than or Equal to 36-inch Diameter	LF	6		6	\$ 100.00	\$ 600.00		\$ -	6	6	\$ 600.00	0	100.00%
TRAFFIC CONTROL														
33	Temporary Traffic Control	LS	1		1	\$ 1,515.00	\$ 1,515.00	0.5	\$ 757.50	0.5	1.0	\$ 1,515.00	0.0	100.00%
SITE WORK AND LANDSCAPING														
34	Conventional Seeding and Fertilizing, Type 1	Ac.	0.01		0.01	\$ 101,000.00	\$ 1,010.00		\$ -	0.01	0.01	\$ 1,010.00	0.00	100.00%
35	Temporary RECP, Type 1,C	SY	55.00		55	\$ 5.00	\$ 275.00		\$ -		0	\$ -	55	0.00%
36	Intlet Protection Device, Drop-In Intake Protection	EA	2		2	\$ 255.00	\$ 510.00		\$ -	2	2	\$ 510.00	0	100.00%
37	Intlet Protection Device, Maintenance	EA	2		2	\$ 100.00	\$ 200.00	2	\$ 200.00		2	\$ 200.00	0	100.00%
MISCELLANEOUS														
38	Mobilization	LS	1		1	\$ 3,300.00	\$ 3,300.00		\$ -	1	1	\$ 3,300.00	0	100.00%
39	Concrete Washout	LS	1		1	\$ 100.00	\$ 100.00		\$ -	1	1	\$ 100.00	0	100.00%
40	Orange Mesh Safety Fence	LS	1		1	\$ 100.00	\$ 100.00		\$ -	1	1	\$ 100.00	0	100.00%
NE 31ST ST & NE TRILEIN DR														
TRENCH EXCAVATION AND BACKFILL														
41	Trench Compaction Testing	LS	1		1	\$ 355.00	\$ 355.00		\$ -		0	\$ -	1	0.00%
SEWERS AND DRAINS														
42	Storm Sewer, Trenched, Class III RCP, 18" Diameter	LF	16		16	\$ 298.00	\$ 4,768.00	40	\$ 11,920.00		40	\$ 11,920.00	(24)	250.00%
43	Removal of Storm Sewer, RCP, Less Than or Equal to 36-inch Diameter	LF	16		16	\$ 95.00	\$ 1,520.00	40	\$ 3,800.00		40	\$ 3,800.00	(24)	250.00%
STREET'S AND RELATED WORK														
44	Plastic Concrete Testing	LS	1		1	\$ 505.00	\$ 505.00	1	\$ 505.00		1	\$ 505.00	0	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

45	Full Depth Patches, PCC, Class C-SUD, 8" Thick (max.) - 7" Thick (min.)	SY	73		73	\$ 165.00	\$ 12,045.00		80	\$ 13,200.00		(7)	108.59%
TRAFFIC CONTROL													
46	Temporary Traffic Control	LS	1		1	\$ 2,929.00	\$ 2,929.00		1	\$ 2,929.00		0	100.00%
47	Portable Dynamic Message Sign (PDMS)	CDAY	6		6	\$ 100.00	\$ 600.00		6	\$ 600.00		0	100.00%
SITE WORK AND LANDSCAPING													
48	Conventional Seeding and Fertilizing, Type 1	Ac.	0.01		0.01	\$ 101,000.00	\$ 1,010.00		0.01	\$ 1,010.00		0.00	100.00%
49	Temporary RECP, Type 1.C	SY	100		100	\$ 5.00	\$ 500.00		\$ -			100	0.00%
50	Inlet Protection Device, Drop-In Inlet Protection	EA	4		4	\$ 255.00	\$ 1,020.00		2	\$ 510.00		2	50.00%
51	Inlet Protection Device, Maintenance	EA	4		4	\$ 100.00	\$ 400.00		4	\$ 400.00		0	100.00%
MISCELLANEOUS													
52	Mobilization	LS	1		1	\$ 5,000.00	\$ 5,000.00		1	\$ 5,000.00		0	100.00%
53	Concrete Washout	LS	1		1	\$ 505.00	\$ 505.00		1	\$ 505.00		0	100.00%
54	Orange Mesh Safety Fence	LS	1		1	\$ 435.00	\$ 435.00		1	\$ 435.00		0	100.00%
NW BRIDGE DR													
STRUCTURES FOR SANITARY AND STORM SEWERS													
55	Inlet Adjustment, Minor	EA	1		1	\$ 1,250.00	\$ 1,250.00		\$ -			1	0.00%
56	Removal and Replacement of Concrete Flume, 5" Thick	SF	55		55	\$ 55.00	\$ 3,025.00		\$ -			55	0.00%
SITE WORK AND LANDSCAPING													
57	Conventional Seeding and Fertilizing, Type 1	Ac.	0.01		0.01	\$ 101,000.00	\$ 1,010.00		\$ -			0.01	0.00%
58	Temporary RECP, Type 1.C	SY	140		140	\$ 5.00	\$ 700.00		\$ -			140	0.00%
59	Wallo, Straw, 9" Diameter	LF	25		25	\$ 20.00	\$ 500.00		\$ -			25	0.00%
MISCELLANEOUS													
60	Mobilization	LS	1		1	\$ 1,655.00	\$ 1,655.00		1	\$ 1,655.00		0	100.00%
61	Concrete Washout	LS	1		1	\$ 101.00	\$ 101.00		\$ -			1	0.00%
62	Orange Mesh Safety Fence	LS	1		1	\$ 330.00	\$ 330.00		\$ -			1	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 133,550.00 PAY PERIOD = \$ 117,871.50

COMPLETED = \$ 127,939.00

95.80%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	January 2, 2024	\$ 9,564.12
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Previous Applications for Payment:

No.	Date	Amount
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Record of Change Orders:

No.	Date	Amount
1		
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date: December 18, 2023

Substantial Completion:

Contract Working Days: 84.0
Added by Change Order:
Total Working Days: 84.0
Working Days Used to Date: 30.0
Working Days Remaining: 54.0

Full Completion:

Calendar Date: August 16, 2024

PREVIOUS PAY APPS TOTAL = \$ 9,564.12



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #17 in the amount of \$7,455.50 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #17

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Fourmile Creek and Tributary to Fourmile Creek Restoration
Contractor: RDG Planning & Design, Inc.
Address: 301 Grand Avenue Des Moines IA 50309
Finance Budget Code: 17.35% 694.3694.4210
82.65% 696.3696.4210
Finance Project # 17.35% 694.4210
82.65% 696.4210
Vendor Project or Invoice #: 57342
PO # N/A
Original Contract Date: March 7, 2022
Vendor # 3960

Date of Council Meeting: July 1, 2024 ✓
PAYMENT REQUEST # 17 ✓
PAYMENT PERIOD: From: April 1, 2024 Through: May 31, 2024

Contract Summary

Original Contract Amount:	\$	223,370.00	
Net change by Change Orders:	\$	84,555.00	
Contract Amount to Date: (line 1 ± 2)	\$	307,925.00	
Total completed and stored to date:	\$	294,197.25	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	294,197.25	
Less previous applications for payment:	\$	286,741.75	
SUBTOTAL	\$	7,455.50	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 7,455.50 ✓

Balance to finish, including retainage: \$ 13,727.75

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

RDG Planning & Design, Inc.

Firm Name

My M. Pierce

Signature

May 31, 2024

Date

City of Ankeny Staff Approval:

Becky Ford

Signature

Date

06/13/2024

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

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

June 12, 2024

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

RE: Fourmile Creek and Tributary to Fourmile Creek Restoration

Ms. Ford:

This letter accompanies RDG Invoice #57342 related to the project referenced above. During the period of work related to this invoice the following tasks or work items were performed:

1. Management of project schedule and internal delegation of tasks
2. Coordination with Iowa Department of Natural Resources and U.S. Army Corps of Engineers
3. Coordination with Polk County Public Works regarding construction funding requirements.
4. Refinement of construction document design plans for stream restoration project
5. Coordination related to development of modeling scope required for permitting

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

Sincerely,



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





Remit To:
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309
Questions: invoicing@rdgusa.com

Mark Mueller
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

May 31, 2024
Project No: R3005.308.01
Invoice No: 57342

Project R3005.308.01 City of Ankeny - Fourmile Creek - Final Design and Bidding
Professional Services through May 31, 2024
Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Construction Documents	74,555.00	95.00	70,827.25	63,371.75	7,455.50
Bidding/Negotiation	10,000.00	0.00	0.00	0.00	0.00
Total Fee	84,555.00		70,827.25	63,371.75	7,455.50
			Total Fee	7,455.50	
			Total this Invoice		
			\$7,455.50 ✓		



APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 31, 2022	\$ 7,483.03
2	April 30, 2022	\$ 2,790.77
3	May 31, 2022	\$ 19,691.45
4	June 30, 2022	\$ 38,526.75
5	July 31, 2022	\$ 57,348.00
6	August 31, 2022	\$ 7,989.25
7	September 30, 2022	\$ 20,663.25
8	October 31, 2022	\$ 6,887.75
9	November 30, 2022	\$ 20,663.25
10	December 31, 2022	\$ 6,887.75
11	February 28, 2023	\$ 27,551.00
12	March 31, 2023	\$ 10,615.50
13	April 30, 2023	\$ 18,638.75
14	May 31, 2023	\$ 3,727.75
15	February 29, 2024	\$ 3,727.75
16	March 31, 2024	\$ 33,549.75
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 286,741.75

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 84,555.00
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CHANGE ORDER TOTAL = \$ 84,555.00

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 #19 in the amount of \$901.93 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 #19

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 1, 2024 **PAYMENT REQUEST #** 19 (Final)
PAYMENT PERIOD: From: January 1, 2024 Through: May 31, 2024

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:	\$	439,313.18	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	439,313.18	
Less previous applications for payment:	\$	438,411.25	
SUBTOTAL	\$		901.93

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 901.93

Balance to finish, including retainage: \$ 86.82

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Short Elliott Hendrickson Inc.

Firm Name

Katrina L. Kinsey

June 12, 2024

Signature

Date

City of Ankeny Staff Approval:

Signature

Donald Clark

Date

6-17-24

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

E-mail: dclark@Ankenylowa.gov

Phone: (515) 963-3529

Fax: (515) 963-3535

Date Printed: 6/12/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 6, 2022	\$ 107,390.36
2	October 3, 2022	\$ 13,894.08
3	November 7, 2022	\$ 24,938.29
4	November 27, 2022	\$ 21,603.75
5	January 3, 2023	\$ 20,653.82
6	February 6, 2023	\$ 5,787.29
7	February 20, 2023	\$ 1,671.99
8	March 20, 2023	\$ 4,447.44
9	May 1, 2023	\$ 6,876.96
10	June 5, 2023	\$ 12,090.52
11	July 7, 2023	\$ 9,158.72
12	August 7, 2023	\$ 32,533.25
13	September 5, 2023	\$ 19,187.93
14	October 2, 2023	\$ 37,082.15
15	November 6, 2023	\$ 30,627.26
16	December 4, 2023	\$ 43,223.44
17	January 2, 2024	\$ 40,178.00
18	February 5, 2024	\$ 7,066.00
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TOTAL \$ 438,411.25

Previous Applications for Payment

No.	Date	Amount
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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: 468247

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 \$901.93

Due Date	12-JUL-24
Invoice Date	12-JUN-24
Bill Through Date	31-MAY-24
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: 5.0 - Construction Administration**Reimbursed - Consultants**

Date	Consultant	Amount
Consultant - Miscellaneous		
09-MAY-24	Simmering-Cory & Iowa Codification	\$698.52
		\$698.52

Reimbursed - Expenses

Expenditure Type	Amount
Miscellaneous	\$180.91
\$180.91	

Task: 5.0 Total: \$879.43

Task: 6.0 - Construction Observation



Invoice

Invoice Number: **468247**

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

Task: 6.0 - Construction Observation

Reimbursed - Expenses

Expenditure Type	Amount
Equip - Survey and GPS - GPS - DA2 (Hr)	\$22.50
	\$22.50

Task: 6.0 Total: \$22.50

Invoice total \$901.93

Project Billing Summary

	<u>Current Amount Due</u>	<u>Previously Invoiced</u>	<u>Cumulative</u>
Totals	\$901.93	\$438,411.25	\$439,313.18



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 #40 in the amount of \$4,821.03 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 #40

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 7/1/2024 **PAYMENT REQUEST #** 40
PAYMENT PERIOD: From: 05/20/24 through: 06/16/24

Contract Summary

Original Contract Amount:	\$	<u>103,800.00</u>	
Net change by Change Orders: Amd #1/2	\$	<u>598,900.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>702,700.00</u>	
 Total completed and stored to date:	\$	<u>584,707.05</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>584,707.05</u>	
Less previous applications for payment:	\$	<u>579,886.02</u>	
SUBTOTAL	\$		<u>4,821.03</u>

OTHER CHARGES (Please attach an itemized list)

Current Payment Due - Division 1 (629.4210)	\$	<u>1,006.53</u>
Current Payment Due - Division 2 (688.4210)		
CURRENT PAYMENT DUE	\$	<u><u>4,821.03</u></u>

Balance to finish, including retainage: \$ 117,992.95

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Don Clark

Email:

dclark@ankenyiowa.gov

Phone:

515-963-3529

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
28	6/22/2023	\$ 18,611.96
29	7/26/2023	\$ 20,447.16
30	8/24/2023	\$ 7,912.74
31	9/21/2023	\$ 12,205.74
32	10/26/2023	\$ 13,307.82
33	11/22/2023	\$ 8,492.66
34	12/20/2023	\$ 8,489.56
35	1/24/2024	\$ 5,319.77
36	2/21/2024	\$ 9,921.65
37	3/21/2024	\$ 7,080.25
38	4/24/2024	\$ 11,709.52
39	5/23/2024	\$ 10,526.32
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TOTAL \$ 579,886.02

#	Date	Amount
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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		\$ 598,900.00

Contract Time Remaining:

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



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 20, 2024

Don Clark
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.1113.01 - 40

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 16, 2024

Prelim Services

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	95,183.76	95,183.76	0.00

Design Services Amendment 1

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	82,836.00	82,836.00	0.00

Design Services Amendment 2 (Division 1)

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	138,769.18	138,769.18	0.00

Design Services Amendment 2 (Division 2)

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	20,792.00	20,792.00	0.00

Construction Services Div 1

Hourly Services

	Hours	Rate	Amount
Principal Engineer II	1.00	229.00	229.00
Sr. Engineer	1.75	198.00	346.50
Technician V	4.50	92.00	414.00
Total Services	7.25		989.50

989.50

Fleet Mileage 17.03

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	40
Phase Subtotal					\$1,006.53	
Billings to Date	Total	Prior	Current			
	194,453.51	193,446.98	1,006.53			
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		1,006.53	569,895.02	570,901.55		
Limit				688,200.00		
Remaining				117,298.45		
Total this Project					\$1,006.53	
Billings to Date	Current	Prior	Total			
	1,006.53	569,895.02	570,901.55			
Project	120.1113.01B	HTT Transmission Main Trail Repair				
Hourly Services						
		Hours	Rate	Amount		
Principal Engineer II		1.00	252.00	252.00		
Sr. Engineer		3.00	216.00	648.00		
Engineer VI		5.50	178.00	979.00		
Engineer V		1.50	166.00	249.00		
Lead Technician		7.00	150.00	1,050.00		
Technician VIII		4.75	134.00	636.50		
Total Services		22.75		3,814.50		
					3,814.50	
Billing Limits		Current	Prior	To-Date		
Total Billings		3,814.50	9,991.00	13,805.50		
Limit				14,500.00		
Remaining				694.50		
Total this Project					\$3,814.50	
Billings to Date	Current	Prior	Total			
	3,814.50	9,991.00	13,805.50			
Amount Due this Invoice					\$4,821.03	

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



June 20, 2024

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. 40
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the fortieth progress report for the above referenced project and covers work through June 16, 2024. Work performed during this period primarily includes tasks associated with the project close-out, punch list coordination, and construction observation and reporting. Work performed also includes tasks associated with the HTT Trail Repair supplemental work, including construction drawing and contract document development addressing city comments. This invoice of \$4,821.03 represents the completion of about 83% 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 1, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

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

MAL/wcf

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 #9 in the amount of \$50,486.25 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street 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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: N Ankeny Blvd Improvements 1st Street to 11th St
Contractor: Snyder & Associates, Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 949.3949.4210 Finance Project #: 949.4210
Vendor Project #: 123.0584.01 Purchase Order #:
Original Contract Date: October 2, 2023 Vendor Account #: 990

Date of Council Meeting: July 1, 2024 Payment Application #: 9

Payment Period: From: May 20, 2024 Through: June 16, 2024

Contract Summary:

Original Contract Amount: \$ 282,300.00
Net Change by Change Orders: \$ 334,200.00
Contract Amount to Date: (line 1 ± 2) \$ 616,500.00

Total Completed and Stored to Date: \$ 571,242.54
Retainage: 0 % of Completed Work: \$ -
Total Earned Less Retainage: \$ 571,242.54
Less Previous Applications for Payment: \$ 520,756.29
SUBTOTAL: \$ 50,486.25

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 50,486.25

Balance to Finish, Including Retainage: \$ 45,257.46

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:

Jim Haberichter P.E.

E-mail:

jhaberichter@ankenyiowa.gov

Phone Number:

515/965-6400

Date Printed: 6/20/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	October 25, 2023	\$ 76,679.45
2	November 21, 2023	\$ 40,757.61
3	December 19, 2023	\$ 46,633.00
4	January 24, 2024	\$ 74,484.90
5	February 21, 2024	\$ 11,117.93
6	March 20, 2024	\$ 133,756.25
7	April 23, 2024	\$ 69,310.06
8	May 22, 2024	\$ 68,017.09
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 520,756.29

Record of Change Orders:

No.	Date	Amount
1	March 20, 2024	\$ 334,200.00
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CHANGE ORDER TOTAL = \$ 334,200.00

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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



SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 19, 2024

Jim Haberichter P.E.
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0584.01 - 9

Finance Budget Code 949.3949.4210

Finance Project Code 949.4210

Vendor 990

Email

Project 123.0584.01 N Ankeny Blvd Improvements 1st Street to 11th St

Professional Services through June 16, 2024

Basic Services

	Hours	Rate	Amount	
Principal Engineer I	12.25	230.00	2,817.50	
Engineer VIII	36.50	192.00	7,008.00	
Engineer VII	37.00	182.00	6,734.00	
Engineer IV	25.25	149.00	3,762.25	
Engineer I	92.50	109.00	10,082.50	
Technician III	83.00	80.00	6,640.00	
Technician II	103.25	73.00	7,537.25	
Total Services	389.75		44,581.50	
Total Services				44,581.50

Billing Limits	Current	Prior	To-Date
Total Billings	44,581.50	418,080.85	462,662.35
Limit			467,400.00
Remaining			4,737.65

Phase Subtotal \$44,581.50

Additional Services

	Hours	Rate	Amount	
Engineer VIII	4.00	192.00	768.00	
Right-of-Way Agent II	22.25	123.00	2,736.75	
Total Services	26.25		3,504.75	
Total Services				3,504.75

Banker, Bernard B.				
5/20/2024	Banker, Bernard B.	Appraisal services	2,400.00	
	Total Consultants			2,400.00

Billing Limits	Current	Prior	To-Date
Total Billings	5,904.75	102,675.44	108,580.19
Limit			149,100.00
Remaining			40,519.81

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	123.0584.01	Ank-NANkBlvdImprov1stStto11thSt	Invoice	9
Phase Subtotal			\$5,904.75	
Amount Due this Invoice			<u>\$50,486.25</u>	

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



June 19, 2024

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

RE: N. ANKENY BOULEVARD IMPROVEMENTS – 1ST STREET TO 11TH STREET
PROGRESS REPORT NO. 9
S&A PROJECT NO. 123.0584.01

Dear Mr. Haberichter:

This is the ninth progress report for the above referenced project and covers work through June 16, 2024. Our work through this period includes the following:

- Final design for transportation and traffic
- Check plan submittal to the City on June 11, 2024
- Preparing Right-of-Way packets, project data book, and appraisals
- Project Information Meeting on May 23, 2024
- Franchise utility coordination

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 1, 2024, 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 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #35 in the amount of \$33,140.41 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 #35

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting 7/1/2024 **PAYMENT REQUEST #** 35
PAYMENT PERIOD: From: 05/20/24 through: 06/16/24

Contract Summary

Original Contract Amount:	\$	<u>250,000.00</u>	
Net change by Change Orders: Amd #1&2	\$	<u>1,227,290.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>1,477,290.00</u>	
Total completed and stored to date:	\$	<u>1,175,371.63</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>1,175,371.63</u>	
Less previous applications for payment:	\$	<u>1,142,231.22</u>	
SUBTOTAL	\$		<u>33,140.41</u>

CURRENT PAYMENT DUE

	\$	<u>33,140.41</u>
Balance to finish, including retainage:	\$	<u>301,918.37</u>
Contract Time Remaining (If applicable)		<u>-</u>

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 [Signature] **Date** 06/20/24

City of Ankeny Staff Approval

Signature [Signature] **Date** 06/21/24

Submit to: Adam Lust
Email: alust@ankenyiowa.gov **Phone:** 515-963-3537 **Fax:** _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	\$ 30,784.32
2	9/21/2021	\$ 3,859.36
3	10/20/2021	\$ 13,195.08
4	11/23/2021	\$59,301.65
5	12/21/2021	\$ 30,772.95
6	1/25/2022	\$ 34,225.25
7	2/24/2022	\$ 15,226.25
8	3/23/2022	\$ 39,734.44
9	4/20/2022	\$ 49,219.11
10	5/25/2022	\$ 104,345.95
11	6/22/2022	\$ 89,753.67
12	7/20/2022	\$ 80,936.65
13	8/24/2022	\$ 96,981.13
14	9/21/2022	\$ 48,325.63
15	10/26/2022	\$ 24,744.69
16	11/22/2022	\$ 5,433.50
17	12/21/2022	\$ 10,748.63
18	1/25/2023	\$ 6,328.25
19	2/22/2023	\$ 14,823.38
20	3/22/2023	\$ 16,026.72
21	4/18/2023	\$ 21,058.49
22	5/24/2023	\$ 30,346.26
23	6/21/2023	\$ 32,070.31
24	7/26/2023	\$ 35,473.32
25	8/23/2023	\$ 42,028.17
26	9/20/2023	\$ 31,342.35
27	10/25/2023	\$ 61,524.42
28	11/21/2023	\$ 26,456.79
29	12/20/2023	\$ 13,498.93
30	1/24/2024	\$ 8,450.07
31	2/21/2024	\$ 12,592.88
32	3/20/2024	\$ 9,356.80
33	4/24/2024	\$ 22,353.93
34	5/22/2024	\$ 20,911.89
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TOTAL \$ 1,142,231.22

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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 18, 2024

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. 35
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the thirty-fifth progress report for the above referenced project and covers work through June 16, 2024. Construction services performed throughout this period includes franchise utility coordination, construction staking, construction observation, and general correspondence with City staff and Contractor.

The Contractor has completed the box culvert construction and paving side streets at Windsor Drive, NE 15th and 16th Streets. Existing mainline pavement has been removed south of the NE 18th Street intersection, and the Contractor anticipates starting mainline paving south of NE 18th Street during the 1st week in July. The Contractor is presently placing riprap.

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 1, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

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

Enclosures

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



SNYDER
& ASSOCIATES

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INVOICE FOR PROFESSIONAL SERVICES

June 19, 2024

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 121.0695.01 - 35

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 16, 2024

Basic Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	643,289.67	643,289.67
Limit			643,290.00
Remaining			.33
Phase Subtotal			0.00

Additional Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	122,200.00	122,200.00
Limit			122,200.00
Phase Subtotal			0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer I	4.00	230.00	920.00
Engineer VIII	8.50	192.00	1,632.00
Project Manager VII	1.00	182.00	182.00
Engineer IV	7.50	149.00	1,117.50
Engineer II	13.00	123.00	1,599.00
Technician VIII	72.75	130.00	9,457.50
Technician VII	16.00	120.00	1,920.00
Technician V	8.50	98.00	833.00
Technician II	160.00	73.00	11,680.00
Total Services	291.25		29,341.00
Total Services			29,341.00

Construction Materials Testing (CMT)

5/31/2024 Construction Materials Testing Aggregate Gradation (CMT) 700.00

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 3737 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	35
6/11/2024	Construction Materials Testing (CMT)	Beam Breaks/Cylinder Breaks/Aggregate Gradation	2,740.00	
	Total Consultants			3,440.00
Employee Mileage			108.54	
	Total Expenses			108.54
Fleet Mileage				250.87
Billing Limits		Current	Prior	To-Date
Total Billings		33,140.41	376,741.55	409,881.96
Limit				711,800.00
Remaining				301,918.04
			Phase Subtotal	\$33,140.41
			Amount Due this Invoice	\$33,140.41
Billings to Date	Total	Prior	Current	
	1,175,371.63	1,142,231.22	33,140.41	

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 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$13,353.75 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 4 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Northlawn Area Utility Improvements Ph 4
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 #: 119.0975.01D Purchase Order #:
Original Contract Date: April 1, 2024 Vendor Account #: 990

Date of Council Meeting: July 1, 2024 Payment Application #: 3

Payment Period: From: May 20, 2024 Through: June 16, 2024

Contract Summary:

Original Contract Amount:	\$	84,450.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	84,450.00	
Total Completed and Stored to Date:	\$	50,217.28	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	50,217.28	
Less Previous Applications for Payment:	\$	36,863.53	
SUBTOTAL:	\$		13,353.75

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 13,353.75

Balance to Finish, Including Retainage: \$ 34,232.72

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:

Matt Grgurich

E-mail:

mrgurich@ankenyiowa.gov

Phone Number:

515-965-6400

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 23, 2024	\$ 19,901.50
2	May 22, 2024	\$ 16,962.03
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Previous Applications for Payment:

No.	Date	Amount
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Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

Contract Working Days:
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

PREVIOUS PAY APPS TOTAL = \$ 36,863.53



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

June 19, 2024

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

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 4
PROGRESS REPORT NO. 3
S&A PROJECT NO. 119.0975.01D

Dear Mr. Grgurich:

This is the third progress report for the above referenced project and covers work through June 16, 2024. Our work through this period includes final design of the final phase of the NW Northlawn Area. This past month we coordinated preliminary comments with the City and continued working on final design. We have also been coordinating with franchise utility companies and are working on relocation designs with them.

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 1, 2024, 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.



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 19, 2024

Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 119.0975.01D - 3

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 119.0975.01D NW Northlawn Area Utility Improvements Ph 4

Professional Services through June 16, 2024

Basic Services

Hourly Services

	Hours	Rate	Amount	
Engineer VIII	6.00	198.00	1,188.00	
Engineer II	22.50	128.00	2,880.00	
Engineer I	37.25	115.00	4,283.75	
Technician III	61.00	82.00	5,002.00	
Total Services	126.75		13,353.75	13,353.75
			Phase Subtotal	\$13,353.75

Billing Limits	Current	Prior	To-Date
Total Billings	13,353.75	36,863.53	50,217.28
Limit			84,450.00
Remaining			34,232.72

Amount Due this Invoice \$13,353.75

	Total	Prior	Current
Billings to Date	50,217.28	36,863.53	13,353.75

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



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 #13 in the amount of \$19,329.30 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 #13

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 1, 2024 Payment Application #: 13
Payment Period: From: May 20, 2024 Through: June 16, 2024

Contract Summary:

Original Contract Amount:	\$	497,700.00	
Net Change by Change Orders:	\$	378,200.00	
Contract Amount to Date: (line 1 ± 2)	\$	875,900.00	
Total Completed and Stored to Date:	\$	617,968.83	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	617,968.83	
Less Previous Applications for Payment:	\$	598,639.53	
SUBTOTAL:	\$	19,329.30	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 19,329.30

Balance to Finish, Including Retainage: \$ 257,931.17

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:

Adam Lust

E-mail:

alust@ankenyiowa.gov

Phone Number:

515-963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 25, 2023	\$ 24,744.83
2	June 21, 2023	\$ 25,064.30
3	July 26, 2023	\$ 58,569.75
4	August 24, 2023	\$ 47,192.42
5	September 21, 2023	\$ 49,460.12
6	October 26, 2023	\$ 60,080.29
7	November 22, 2023	\$ 35,944.74
8	December 19, 2023	\$ 31,836.75
9	January 24, 2024	\$ 63,574.18
10	February 22, 2024	\$ 76,620.64
11	March 21, 2024	\$ 24,609.32
12	May 23, 2024	\$ 100,942.19
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 598,639.53

Record of Change Orders:

No.	Date	Amount
1	May 6, 2024	\$ 378,200.00
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CHANGE ORDER TOTAL = \$ 378,200.00

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date: _____

Substantial Completion:

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

Full Completion:

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



June 20, 2024

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. 13
S&A PROJECT NO. 123.0680.01

Dear Mr. Lust:

This is the thirteenth progress report for the above referenced project and covers services through June 16, 2024. Work through this period includes additional topographic survey, fiber optic design, addressing City comments and revisions to D5 (ROW design) plans, preparation of PIM exhibits, coordination with Iowa DOT ROW design team, NEPA documentation, and project management tasks. Work anticipated in the next month includes coordination with the Iowa DOT ROW design team, addressing D5 comments from City and Iowa DOT staff, final design tasks, PIM preparation, 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 attend the July 1, 2024, 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.



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 20, 2024

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0680.01 - 13

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 16, 2024

Prelim Services

Hourly Services

	Hours	Rate	Amount	
Land Surveyor VIII	1.75	192.00	336.00	
Technician VII	2.50	120.00	300.00	
Technician VI	7.25	108.00	783.00	
Technician II	7.00	73.00	511.00	
Total Services	18.50		1,930.00	1,930.00

Fleet Mileage

6.55

Phase Subtotal \$1,936.55

Basic Services

Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	.25	245.00	61.25	
Principal Engineer I	.50	230.00	115.00	
Sr. Engineer	13.50	210.00	2,835.00	
Engineer IV	30.00	149.00	4,470.00	
Engineer II	19.50	123.00	2,398.50	
Lead Technician	.50	146.00	73.00	
Technician VIII	50.75	130.00	6,597.50	
Total Services	115.00		16,550.25	16,550.25

Phase Subtotal \$16,550.25

Additional Services

Hourly Services

	Hours	Rate	Amount
Principal Environmental Scientist I	1.00	230.00	230.00
Sr. Engineer	1.00	210.00	210.00

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015

Project	123.0680.01	Ank-SAnkBlvdImprovSEPetersonDrto1stST		Invoice	13
Archaeologist V		2.50	161.00	402.50	
Total Services		4.50		842.50	
					842.50
				Phase Subtotal	\$842.50
Billing Limits		Current	Prior	To-Date	
Total Billings		19,329.30	598,639.53	617,968.83	
Limit				875,900.00	
Remaining				257,931.17	
Amount Due this Invoice					<u><u>\$19,329.30</u></u>

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 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$16,301.53 to Snyder & Associates, for engineering services on the Sawgrass Park Dam 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 #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Sawgrass Park Dam Improvements
Contractor: Snyder & Associates, Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 686.3686.4210 Finance Project #: 686.4210
Vendor Project #: 124.0622.01 Purchase Order #:
Original Contract Date: May 6, 2024 Vendor Account #: 990

Date of Council Meeting: July 1, 2024 Payment Application #: 2
Payment Period: From: May 20, 2024 Through: June 16, 2024

Contract Summary:

Original Contract Amount:	\$	73,700.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	73,700.00	
Total Completed and Stored to Date:	\$	28,063.78	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	28,063.78	
Less Previous Applications for Payment:	\$	11,762.25	
SUBTOTAL:	\$	16,301.53	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 16,301.53

Balance to Finish, Including Retainage: \$ 45,636.22

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:

Becky Ford

E-mail:

Phone Number:

515/963-3526

Date Printed: 6/20/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 22, 2024	\$ 11,762.25
2		
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Previous Applications for Payment:

No.	Date	Amount
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Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

Contract Working Days:
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

PREVIOUS PAY APPS TOTAL = \$ 11,762.25



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

June 18, 2024

Becky Ford
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SAWGRASS POND DAM IMPROVEMENTS
PROGRESS REPORT NO. 2
S&A PROJECT NO. 124.0622.01

Dear Ms. Ford:

This is the second progress report for the above-referenced project and covers services through June 16, 2024. Work during this period included additional topographic survey, confirming the watershed limits, hydrologic calculations, and completion of the initial hydraulic modeling to identify project issues and potential solutions.

We look forward to continuing to work for the City and you on this important project. Should you have any questions on this update, do not hesitate to contact me. We will be in attendance at the July 1, 2024 council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/sak

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 19, 2024

Becky Ford
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 124.0622.01 - 2

Finance Budget Code 686.3686.4210

Finance Project Code 686.4210

Vendor 990

Email

Project 124.0622.01 Sawgrass Park Dam Improvements

Professional Services through June 16, 2024

Basic Services

Hourly Services

	Hours	Rate	Amount	
Sr. Engineer	58.50	216.00	12,636.00	
Land Surveyor VIII	2.00	198.00	396.00	
Land Surveyor II	2.00	128.00	256.00	
Engineer I	21.25	115.00	2,443.75	
Lead Technician	.75	150.00	112.50	
Technician VI	2.00	111.00	222.00	
Technician III	1.00	82.00	82.00	
Technician II	2.00	75.00	150.00	
Total Services	89.50		16,298.25	16,298.25

Fleet Mileage

3.28

Phase Subtotal \$16,301.53

Billing Limits	Current	Prior	To-Date
Total Billings	16,301.53	11,762.25	28,063.78
Limit			73,700.00
Remaining			45,636.22

Amount Due this Invoice \$16,301.53

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Steven Klocke

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 7777 SW Snyder Blvd. | Ankeny, IA 50022

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 #13 in the amount of \$10,672.25 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Delaware Ave and SE 54th St Traffic Signal
Contractor: Snyder & Associates Inc
Address: 2727 SW Snyder Blvd PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 965.3965.4210 **Finance Project #** 9654210
Vendor Project or Invoice #: 123.0251.01 **PO #** N/A
Original Contract Date: February 6, 2023 **Vendor #** 990

Date of Council Meeting: July 1, 2024 **PAYMENT REQUEST #** 13
PAYMENT PERIOD: From: May 20, 2024 Through: June 16, 2024

Contract Summary

Original Contract Amount:	\$	69,300.00	
Net change by Change Orders:	\$	53,900.00	
Contract Amount to Date: (line 1 ± 2)	\$	123,200.00	
Total completed and stored to date:	\$	114,453.87	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	114,453.87	
Less previous applications for payment:	\$	103,781.62	
SUBTOTAL			\$ 10,672.25

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 10,672.25

Balance to finish, including retainage: \$ 8,746.13

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:

Snyder & Associates Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Leslie Hart

E-mail:

lhart@ankenyiowa.gov

Phone:

515-965-6400

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 22, 2023	\$ 6,529.48
2	March 22, 2023	\$ 6,938.80
3	April 18, 2023	\$ 14,524.20
4	May 24, 2023	\$ 22,335.65
5	September 20, 2023	\$ 9,365.96
6	October 25, 2023	\$ 6,292.28
7	November 21, 2023	\$ 3,304.81
8	December 19, 2023	\$ 4,471.78
9	January 24, 2024	\$ 4,450.75
10	March 20, 2024	\$ 7,197.71
11	April 23, 2024	\$ 8,292.66
12	May 22, 2024	\$ 10,077.54
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 103,781.62

Record of Change Orders

No.	Date	Amount
1	December 4, 2023	\$ 53,900.00
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CHANGE ORDER TOTAL = \$ 53,900.00

Contract Time Remaining

Contract Period: Working Days
 Construction Start Date: _____

Substantial Completion

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

Full Completion

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



June 18, 2024

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

RE: SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL PROJECT
PROGRESS REPORT NO. 13
S&A PROJECT NO. 123.0251.01

Dear Ms. Hart:

Enclosed is the 13th invoice for the above referenced project, for work performed through June 16, 2024. Services performed since the last progress report included the following:

- Coordination with franchise utilities regarding conflicts
- Continued ROW acquisition process including coordination with property owner
- Performed construction staking services
- Performed daily construction observation services
- Attended construction progress meetings and prepared meeting notes

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 1, 2024, 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 printed name.

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

MAL/ajh

Enclosure



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 19, 2024

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0251.01 - 13

965.3965.4210
965.4210

Email

Project 123.0251.01 SE Delaware Ave and SE 54h St Traffic Signal Project

Professional Services through June 16, 2024

Basic Services

Phase Subtotal 0.00

Additional Services

Hourly Services

	Hours	Rate	Amount	
Right-of-Way Agent II	1.25	123.00	153.75	
Total Services	1.25		153.75	153.75
			Phase Subtotal	\$153.75

Construction Services

Hourly Services

	Hours	Rate	Amount	
Sr. Engineer	3.25	210.00	682.50	
Engineer IV	11.75	149.00	1,750.75	
Lead Technician	3.00	146.00	438.00	
Technician VIII	32.00	130.00	4,160.00	
Technician VII	3.00	120.00	360.00	
Technician V	7.00	98.00	686.00	
Technician IV	2.50	88.00	220.00	
Technician II	28.50	73.00	2,080.50	
Total Services	91.00		10,377.75	10,377.75

Employee Mileage	84.42	
Total Expenses	84.42	84.42

Fleet Mileage

56.33

Phase Subtotal \$10,518.50

Billing Limits

	Current	Prior	To-Date
Total Billings	10,672.25	103,781.62	114,453.87
Limit			123,200.00
Remaining			8,746.13

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	123.0251.01	Ank-SEDelawareAveSE54thStTraffSignProjec	Invoice	13
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Amount Due this Invoice **\$10,672.25**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of \$5,355.20 to Snyder & Associates, Inc. for engineering services on the Watercrest Park Expansion 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: Watercrest Park
Contractor: Snyder & Associates, Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 973.2973.4210 Finance Project #: 973.4210
Vendor Project #: 124.0171.01 Purchase Order #:
Original Contract Date: January 16, 2024 Vendor Account #: 990

Date of Council Meeting: July 1, 2024 Payment Application #: 5

Payment Period: From: May 20, 2024 Through: June 16, 2024

Contract Summary:

Original Contract Amount:	\$	59,500.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	59,500.00	
Total Completed and Stored to Date:	\$	47,500.00	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	47,500.00	
Less Previous Applications for Payment:	\$	42,144.80	
SUBTOTAL:	\$		5,355.20

OTHER CHARGES:

CURRENT PAYMENT DUE: \$ 5,355.20

Balance to Finish, Including Retainage: \$ 12,000.00

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: Nick Lenox

E-mail: nlenox@ankenyiowa.gov

Phone Number: 515/963-3576

Date Printed: 6/20/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	February 21, 2024	\$ 8,385.95
2	March 21, 2024	\$ 12,055.60
3	April 23, 2024	\$ 10,677.75
4	May 22, 2024	\$ 11,025.50
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Previous Applications for Payment:

No.	Date	Amount
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Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$.

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

Contract Working Days:
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

PREVIOUS PAY APPS TOTAL = \$ 42,144.80



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 19, 2024

Nick Lenox
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 124.0171.01 - 5

Finance Budget code 973.2973.4210

Finance Budget code 973.4210

Vendor 990

Email

Project 124.0171.01 Watercrest Park

Professional Services through June 16, 2024

Basic Services

Hourly Services

	Hours	Rate	Amount	
Landscape Architect VI	13.00	178.00	2,314.00	
Landscape Architect III	11.50	141.00	1,621.50	
Engineer I	12.50	115.00	1,437.50	
Total Services	37.00		5,373.00	5,373.00

Billing Limits	Current	Prior	To-Date	
Total Billings	5,373.00	42,144.80	47,517.80	
Limit			47,500.00	
Adjustment				-17.80
Phase Subtotal				\$5,355.20

Construction Services

Billing Limits

	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			12,000.00	
Remaining			12,000.00	
Phase Subtotal				0.00

Amount Due this Invoice \$5,355.20

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



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 #13 in the amount of \$17,449.37 to 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 #13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE 36th Street & NE 38th Street Water Main Loop
Contractor: Strand Associates, Inc
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 618.3618.4210 **Finance Project #** 618.4210
Vendor Project or Invoice #: 7020.013-7020.015 **PO #**
Original Contract Date: March 20, 2023 **Vendor #** 11377

Date of Council Meeting: July 1, 2024 **PAYMENT REQUEST #** 13
PAYMENT PERIOD: From: May 1, 2024 Through: May 31, 2024

Contract Summary

Original Contract Amount:	\$	204,000.00	
Net change by Change Orders:	\$	95,000.00	
Contract Amount to Date: (line 1 ± 2)	\$		299,000.00
Total completed and stored to date:	\$	221,200.87	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		221,200.87
Less previous applications for payment:	\$		203,751.50
SUBTOTAL	\$		17,449.37

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 17,449.37

Balance to finish, including retainage: \$ 77,799.13

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:

Strand Associates, Inc

Firm Name

Mitchell Holtz, P.E.

June 24, 2024

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

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
2	June 12, 2023	\$ 15,355.75
3	July 13, 2023	\$ 12,363.50
4	August 10, 2023	\$ 43,410.00
5	September 13, 2023	\$ 27,331.25
6	October 11, 2023	\$ 36,237.50
7	November 13, 2023	\$ 17,500.00
8	December 13, 2023	\$ 22,750.00
9	January 11, 2024	\$ 3,500.00
10	February 12, 2024	\$ 6,234.25
11	March 12, 2024	\$ 4,617.00
12	April 11, 2024	\$ 2,015.50
13		
14		
15		
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34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
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60		
61		
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63		
64		
65		
66		
67		
68		
69		
70		

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 203,751.50

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: -



STATUS REPORT

DATE: June 12, 2024

TO: Don Clark
Municipal Utilities
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: NE 36th Street and NE 38th Street Water Main Loop
Status Report and Monthly Invoice (enclosed)
PN 7020.013-015

In the months of April and May, Strand Associates provided Engineering Services and correspondence for the NE 36th Street and NE 38th Street Water Main Loop as follows:

Design & Bidding - Strand answered contractor phone calls for bidding, issued addendum 1, and completed the bidding process after attendance at the bid opening. Strand also submitted permit applications to the DNR.

Easement Acquisition & Geotechnical Engineering Subcontracting Services - No work.

Construction-Related Services - Strand had correspondence with the Contractor, began the shop drawing review process, staked the construction limits, coordinated the preconstruction conference meeting, and attended the preconstruction conference, put together progress payment and shop drawing master list, and had several iterations of correspondence with Staff.

If you have any questions or concerns, please call 515-233-0000.

Mitch Holtz, P.E



Strand Associates, Inc.
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, 2024
Project No: 7020.015
Invoice No: 0212358

Professional Services: Beginning of Project through May 31, 2024

Project	7020.015	NE 36th Street & NE 38th Street Water Main Loop - Construction Related Services
Total Labor		17,305.75
Total Expenses		143.62
Total this Invoice		\$17,449.37

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

Page 1 of 1

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



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 1, 2024 Accounts Payable.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

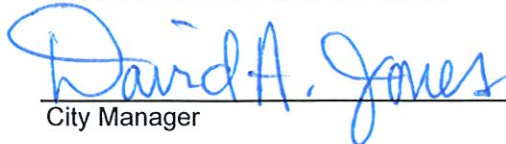
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 AP Recap
 AP Check Report

CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
JULY 1, 2024

Fund		PAYMENTS
100	General Fund	\$ 564,651.86
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	-
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	115,686.79
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	-
300	Debt Service Fund	4,800.00
430	Library Foundation Fund	5,965.22
440	Park Dedication Trust Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club	-
448	Miracle Park Fund	-
449	Dog Park Trust Fund	-
484	Civic Trust Fund	-
491	Ankeny Foundation Fund	-
500	Solid Waste Fund	-
510	Water Fund	205,545.98
520	Water Improvement Fund	-
530	Water Sinking Fund	1,750.00
550	Sewer Fund	129,217.46
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	2,677.98
590	Golf Course Fund	54,350.87
600-699	Enterprise Project Funds	380,810.72
710	Revolving Fund	3,836.48
720	Risk Management Fund	61,335.94
730	Health Insurance Fund	8,728.70
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-880,890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	63,617.00
882-998	Capital Projects Funds	319,235.54
Sub Total		\$ 1,922,210.54
Payroll Totals		2,304,713.08
Service Transfers/ACH Drafts		(204,142.81)
Agenda Payments Approved Separately		(531,413.17)
Grand Total		<u>\$ 3,491,367.64</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: * ALL BANKS
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK		INVOICE		CHECK	CHECK	CHECK
			DATE		AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
011835	GRANITE EXCAVATING LLC								
M-CHECK	GRANITE EXCAVATING LLC	UNPOST	V	6/26/2024			247921		77,590.49CR
C-CHECK	VOID CHECK		V	7/01/2024			248215		
C-CHECK	VOID CHECK		V	7/01/2024			248216		
C-CHECK	VOID CHECK		V	7/01/2024			248217		

* * 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:	4 VOID DEBITS		0.00			
	VOID CREDITS	77,590.49CR		77,590.49CR	0.00	

TOTAL ERRORS: 0

		NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01	BANK:	TOTALS:	4	77,590.49CR	0.00	0.00
BANK:	TOTALS:		4	77,590.49CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008711	A CUT ABOVE LAWN CARE & LANDSC							
I-1021	NORTH MOWING	R	7/01/2024	8,090.00		248097		8,090.00
	*** VENDOR TOTALS ***					1 CHECKS		8,090.00
001844	A TECH INC-TCI							
I-623118	INSPECTION/FILING-OC	E	7/03/2024	162.00		009790		
I-623150	TEST/TAG - PSB	E	7/03/2024	162.00		009790		
I-625270	07/01/24-09/30/24 SERVICE	E	7/03/2024	3,330.00		009790		3,654.00
	*** VENDOR TOTALS ***					1 CHECKS		3,654.00
008725	A-PLUS LAWN & LANDSCAPE-ANKENY							
I-1634180	POND MAINTENANCE	R	7/01/2024	3,890.30		248098		3,890.30
	*** VENDOR TOTALS ***					1 CHECKS		3,890.30
000003	ACCO UNLIMITED CORP							
I-0243064-IN	CHLORINE - PRAC	R	7/01/2024	482.00		248099		482.00
	*** VENDOR TOTALS ***					1 CHECKS		482.00
000164	G & S HARDWARE INC							
I-210053/2	CABLETTE - CFAC	R	7/01/2024	16.99		248100		16.99
	*** VENDOR TOTALS ***					1 CHECKS		16.99
001532	ACK ENTERPRISES							
C-20052143	CR: UNIT #275 PARTS	R	7/01/2024	226.30CR		248101		
I-20052139	UNIT #275 PARTS	R	7/01/2024	248.60		248101		
I-20052155	UNIT #275 REPAIRS	R	7/01/2024	85.00		248101		107.30
	*** VENDOR TOTALS ***					1 CHECKS		107.30
000974	ACME TOOLS							
I-12757755	TOOL REPAIR - PW	R	7/01/2024	21.25		248102		21.25
	*** VENDOR TOTALS ***					1 CHECKS		21.25
005541	ACUSHNET COMPANY							
I-918235739	STOCK MERCH FOR RESALE-OC	R	7/01/2024	507.15		248103		
I-918236429	SPECIAL ORDER MERCH - OC	R	7/01/2024	939.81		248103		
I-918264099	STOCK MERCH FOR RESALE-OC	R	7/01/2024	161.70		248103		
I-918284512	STOCK MERCH FOR RESALE-OC	R	7/01/2024	51.45		248103		
I-918295256	RANGE BALLS-OC	R	7/01/2024	3,920.00		248103		
I-918315097	STOCK MERCH FOR RESALE-OC	R	7/01/2024	330.17		248103		
I-918315099	MERCHANDISE FOR RESALE	R	7/01/2024	1,284.82		248103		
I-918325682	STOCK MERCH FOR RESALE- OC	R	7/01/2024	874.54		248103		8,069.64
	*** VENDOR TOTALS ***					1 CHECKS		8,069.64

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
000026	AHLERS & COONEY PC							
I-869214	BOND RELATED SVCS	E	7/03/2024	355.50		009774		
I-869217	2024 LOSST ELECTION	E	7/03/2024	925.00		009774		1,280.50
	*** VENDOR TOTALS ***					1 CHECKS		1,280.50
000226	AIRGAS NORTH CENTRAL INC							
I-5507951852	CYLINDER RENTALS - CG	R	7/01/2024	69.44		248104		
I-5507951854	OXYGEN - FD	R	7/01/2024	105.84		248104		
I-5507951855	CYLINDER RENTALS - CG	R	7/01/2024	4.96		248104		
I-9148576309	OXYGEN - FD	R	7/01/2024	52.44		248104		
I-9150792416	OXYGEN - FD	R	7/01/2024	50.91		248104		283.59
	*** VENDOR TOTALS ***					1 CHECKS		283.59
009981	ALL CITY MANAGEMENT SERVICES,							
I-94035	5/19/24-6/01/24 CROSSING GUARD	E	7/03/2024	3,188.30		009835		3,188.30
	*** VENDOR TOTALS ***					1 CHECKS		3,188.30
000032	ALL MAKES OFFICE INTERIORS							
I-311860	CHAIRS SUPPORT SERVICES	E	7/03/2024	5,766.50		009775		5,766.50
	*** VENDOR TOTALS ***					1 CHECKS		5,766.50
009262	AMAZON CAPITAL SERVICES INC							
C-11KH-TKM1-YXM6	DONATION BOX/LAMINATOR-ACC	E	7/03/2024	2.07CR		009829		
C-1D14-RDQN-KKDM	CR: WALL CLOCK EXCHANGE AC	E	7/03/2024	1.41CR		009829		
C-1H9M-SCYG-1GQD	CR:CLIPBRDS/BELTS/MISC ACC	E	7/03/2024	3.51CR		009829		
I-11GL-K6MX-YW97	MARKERS/NOTEPADS/TAGS - PSB	E	7/03/2024	50.93		009829		
I-11KR-79GL-NPGP	TRASH CAN - ACC	E	7/03/2024	159.99		009829		
I-11WX-WXM1-WFNY	RECORD JACKETS - HR	E	7/03/2024	81.21		009829		
I-13WD-3RQP-CCL3	PICKLEBALL NET-ACC	E	7/03/2024	56.99		009829		
I-176T-33XN-TWKN	BAGS/TOOL KITS - KL	E	7/03/2024	168.51		009829		
I-17VF-FM4H-6LL3	PHONE - IT	E	7/03/2024	199.99		009829		
I-17VF-FM4H-CN4P	PUZZLES - KL	E	7/03/2024	93.45		009829		
I-17W6-H7P3-CVMY	LAMINATING SHEETS/PNT TAPE-KL	E	7/03/2024	68.93		009829		
I-17YX-WTDR-HFRF	BATTERY BACKUP - TRAFFIC	E	7/03/2024	149.98		009829		
I-1DRH-G7NF-FTHX	BINDERS - KL	E	7/03/2024	121.91		009829		
I-1MGX-Y7TN-NVXG	TOWELETTES - KL	E	7/03/2024	65.98		009829		
I-1MMF-4967-FYXM	MICROPHONE SYSTEM -KL	E	7/03/2024	31.98		009829		
I-1PN1-KXJ9-GLGX	BATTERY BACKUP - PD	E	7/03/2024	149.98		009829		
I-1QHP-TWVL-HGV6	BAR CODE SCANNERS - CENSUS	E	7/03/2024	152.40		009829		
I-1Y9V-CCTX-1P9H	BALLOT BOX/LAMINATING PAPR-ACC	E	7/03/2024	343.82		009829		1,889.06
	*** VENDOR TOTALS ***					1 CHECKS		1,889.06
000038	AMERICAN RED CROSS							
I-22692295	RED CROSS FY24	R	7/01/2024	1,929.00		248105		
I-22698430	ADULT/PED FIRST AID-AC	R	7/01/2024	152.00		248105		2,081.00
	*** VENDOR TOTALS ***					1 CHECKS		2,081.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
002676	ANIMAL RESCUE LEAGUE							
I-INV0163	MAY 2024 SERVICES	E	7/03/2024	1,125.00		009798		1,125.00
			*** VENDOR TOTALS ***			1 CHECKS		1,125.00
011996	ANKENY HARDWARE STORE LLC							
C-1129852	CR: TOGGLE SWITCH - PARKS	E	7/03/2024	7.10CR		009843		
I-1129832	SINGLE CUT KEYS- PD	E	7/03/2024	5.98		009843		
I-1129835	TOGGLE SWITCH - PARKS	E	7/03/2024	9.99		009843		
I-1129907	HILLMAN - PRSC	E	7/03/2024	3.31		009843		
I-1129994	BATTERIES FOR FAUCETS-PW	E	7/03/2024	27.98		009843		
I-1130049	HVAC FUSES -PW	E	7/03/2024	86.95		009843		
I-1130067	HILLMAN - OCM	E	7/03/2024	7.74		009843		
I-1130387	AEROSOL/GOFOFF/RIBBON-CFAC	E	7/03/2024	27.47		009843		
I-1130867	ANT BAIT/ROACH - PRSC	E	7/03/2024	35.47		009843		
I-1130915	PADLOCK - FD	E	7/03/2024	10.99		009843		
I-1131197	UNIT #855 QUICK LK	E	7/03/2024	4.69		009843		
I-1131412	ALUM ANGLE -AC	E	7/03/2024	14.99		009843		
I-1131521	DRAIN OPENER -FS	E	7/03/2024	10.99		009843		239.45
			*** VENDOR TOTALS ***			1 CHECKS		239.45
004201	TSJM TOWING SERVICE LLC							
I-24-61115	UNIT #99 TOW/HOOK FEE	R	7/01/2024	50.00		248106		50.00
			*** VENDOR TOTALS ***			1 CHECKS		50.00
000057	ARNOLD MOTOR SUPPLY							
C-15CR015281	CR: HYPER DRESSING - FD	R	7/01/2024	235.42CR		248107		
I-15NV182224	ZIP TIES - PRSC	R	7/01/2024	103.97		248107		
I-15NV182298	SOCKET - CG	R	7/01/2024	44.73		248107		
I-15NV182609	UNIT #120 PARTS	R	7/01/2024	71.10		248107		
I-15NV182616	WASH & WAX - FD	R	7/01/2024	122.99		248107		
I-15NV182618	WASH & WAX - FD	R	7/01/2024	122.99		248107		
I-15NV182622	HYPER DRESSING - FD	R	7/01/2024	235.42		248107		
I-15NV182688	ALL SEASON DRESSING - FD	R	7/01/2024	190.00		248107		
I-15NV182820	EXTENSION TUBE - FD	R	7/01/2024	3.62		248107		
I-15NV182862	UNIT #275 PARTS	R	7/01/2024	300.76		248107		960.16
			*** VENDOR TOTALS ***			1 CHECKS		960.16
012092	ASCENDANCE TRUCKS LLC							
I-RA301000535	#225 REPAIRS	R	7/01/2024	7,209.08		248108		
I-XA301003215:01	UNIT #925 PARTS	R	7/01/2024	24.76		248108		
I-XA301003318:01	UNIT #742 PARTS	R	7/01/2024	95.96		248108		7,329.80
			*** VENDOR TOTALS ***			1 CHECKS		7,329.80

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
002549	ATLANTIC BOTTLING COMPANY							
I-4583795	COKE FY24	R	7/01/2024	1,875.90		248109		
I-4596142	BEVERAGES FOR RESALE-OC	R	7/01/2024	903.01		248109		
I-4608625	BEVERAGES FOR RESALE-PRAC	R	7/01/2024	406.80		248109		
I-4608896	BEVERAGES FOR RESALE-OC	R	7/01/2024	838.35		248109		4,024.06
	*** VENDOR TOTALS ***					1 CHECKS		4,024.06
008024	AUREON COMMUNICATIONS LLC							
I-20112132	06/01/24-06/30/24 STATEMENT	E	7/03/2024	1,811.37		009823		1,811.37
	*** VENDOR TOTALS ***					1 CHECKS		1,811.37
006249	AUTO ZONE PARTS INC							
I-3945900922	SHOP SUPPLIES - CG	R	7/01/2024	513.00		248110		513.00
	*** VENDOR TOTALS ***					1 CHECKS		513.00
002479	AMIN BAKRI							
I-04/24-06/24FITNESS	04/24-06/24 FITNESS	R	7/01/2024	54.00		248111		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
008416	SMORACY LLC							
I-964522	#203 BANDIT CHIPPER	R	7/01/2024	13,860.31		248112		
I-965474	#203 TEETH AND BOLTS	R	7/01/2024	2,176.83		248112		
I-966576	PATS FOR #203 CHIPPER	R	7/01/2024	1,097.06		248112		
I-967328	UNIT #203 PARTS	R	7/01/2024	64.80		248112		17,199.00
	*** VENDOR TOTALS ***					1 CHECKS		17,199.00
001291	BOB BASH							
I-04/24-06/24FITNESS	04/24-06/24 FITNESS	E	7/03/2024	54.00		009788		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
012103	JENNA BENKUFISKY							
I-06/2024 TENNIS	06/2024 TENNIS	E	7/03/2024	556.75		009865		556.75
	*** VENDOR TOTALS ***					1 CHECKS		556.75
002881	LENNIS BERKLAND							
I-6/17/2024	FY25 BOOT REIMBURSEMENT	R	7/01/2024	140.00		248113		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
006349	HY-VEE INC-BDI							
I-75383	ALCOHOL FOR RESALE OC	R	7/01/2024	723.27		248114		723.27
	*** VENDOR TOTALS ***					1 CHECKS		723.27
012146	CYNTHIA BLEPO							
I-06/19/2024REFUND	6/15/24 DAMAGE DEPOST RFND-ACC	R	7/01/2024	500.00		248115		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002958	BLUE VALLEY PUBLIC SAFETY, INC							
I-612241653 FY25	7/1/24-6/30/25 MNT CONTRACT	E	7/03/2024	22,902.00		009799		22,902.00
	*** VENDOR TOTALS ***					1 CHECKS		22,902.00
001136	BOLTON & HAY INC							
I-018722	FOOD FOR RESALE - PARKS	R	7/01/2024	470.45		248116		470.45
	*** VENDOR TOTALS ***					1 CHECKS		470.45
005174	BOUND TREE MEDICAL LLC							
I-85368535	EMS SUPPLIES - FD	R	7/01/2024	235.95		248117		
I-85368536	EMS SUPPLIES - FD	R	7/01/2024	276.77		248117		
I-85372338	EMS SUPPLIES - FD	R	7/01/2024	340.43		248117		
I-85372339	EMS SUPPLIES - FD	R	7/01/2024	1,275.04		248117		2,128.19
	*** VENDOR TOTALS ***					1 CHECKS		2,128.19
004120	BENJAMIN E BOWERSOX							
I-05/30/24-05/31/24	5/30-5/31/24 TRAINING	E	7/03/2024	411.69		009846		411.69
	*** VENDOR TOTALS ***					1 CHECKS		411.69
000127	BRICK GENTRY PC							
I-422837	05/25/2024 STATEMENT 224.008	R	7/01/2024	45.00		248118		
I-422839	5/25/2024 STATEMENT 224.001	R	7/01/2024	2,400.00		248118		
I-422840	05/25/2024 STATEMENT 224.031	R	7/01/2024	279.00		248118		2,724.00
	*** VENDOR TOTALS ***					1 CHECKS		2,724.00
005373	DON BRIDE							
I-06/2024REFUND	REFUND LAKESIDE CANCELATION	R	7/01/2024	227.50		248119		227.50
	*** VENDOR TOTALS ***					1 CHECKS		227.50
004334	JARED BRIGHT							
I-04/24-06/24FITNESS	04/24-06/24 FITNESS	E	7/03/2024	54.00		009806		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
012148	STEPHANIE BROYLES							
I-06/26/24	STORMWATER BMP REIMBURSEMENT	R	7/01/2024	75.00		248120		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
008738	BULB GUY LIGHTING							
I-21681	TRIPLE TUBES- FD	E	7/03/2024	116.30		009826		116.30
	*** VENDOR TOTALS ***					1 CHECKS		116.30
004126	CALHOUN-BURNS AND							
I-115295-1	2024 BRIDGE INSPECTION	R	7/01/2024	5,235.00		248121		5,235.00
	*** VENDOR TOTALS ***					1 CHECKS		5,235.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

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			DATE	AMOUNT		NO	STATUS	AMOUNT
000385	CAPITAL CITY EQUIPMENT CO							
I-13617	SPREADER-OCM	E	7/03/2024	3,002.85		009780		
I-46802D	UNIT #234 PARTS	E	7/03/2024	373.46		009780		
I-46977D	UNIT #234 PARTS	E	7/03/2024	34.58		009780		
I-72493D	UNIT #731 PARTS	E	7/03/2024	11.26		009780		3,422.15
	*** VENDOR TOTALS ***					1 CHECKS		3,422.15
000453	CARQUEST AUTO PARTS							
I-2330-834987	UNIT #203 PARTS	R	7/01/2024	46.06		248122		
I-2330-835205	UNIT #121 PARTS	R	7/01/2024	12.26		248122		
I-2330-835431	UNIT #123 PARTS	R	7/01/2024	36.29		248122		94.61
	*** VENDOR TOTALS ***					1 CHECKS		94.61
005278	CDW GOVERNMENT							
I-RT23006	PROOFPOINT RENWAL	E	7/03/2024	15,781.00		009813		15,781.00
	*** VENDOR TOTALS ***					1 CHECKS		15,781.00
011898	CELEBRATION RIVER CRUISES, INC							
I-28071-2	8/8/24 TICKETS	R	7/01/2024	2,798.50		248123		2,798.50
	*** VENDOR TOTALS ***					1 CHECKS		2,798.50
004613	CENTRAL IOWA DISTRIBUTING							
I-01009912	BATHROOM SUPPLIES - PRSC	E	7/03/2024	2,010.00		009808		
I-01010154	ALL PURPOSE CLEANER-PRSC	E	7/03/2024	64.00		009808		
I-01010167A	JANITORIAL SUPPLIES - POOLS	E	7/03/2024	2,080.00		009808		4,154.00
	*** VENDOR TOTALS ***					1 CHECKS		4,154.00
011409	CENTRAL MCGOWAN INC							
I-0000851904	BEVERAGE FOR RESALE - OC	E	7/03/2024	70.95		009838		70.95
	*** VENDOR TOTALS ***					1 CHECKS		70.95
003072	QWEST CORPORATION							
I-06/04/2024	06/2024 STATEMENT - TRAFFIC	R	7/01/2024	100.89		248124		100.89
	*** VENDOR TOTALS ***					1 CHECKS		100.89
012027	STEM2WIN							
I-6/14/24	FY25 STEM2WIN PET PALOOZA	R	7/01/2024	7,176.00		248125		
I-6/17-6/20/24STEM	6/17-6/20 STEM2WIN SLIMETOPIA	R	7/01/2024	1,248.00		248125		8,424.00
	*** VENDOR TOTALS ***					1 CHECKS		8,424.00
010049	CINTAS CORPORATION							
I-5215912108	MED CABINET SUPPLIES - MU	R	7/01/2024	37.91		248126		37.91
	*** VENDOR TOTALS ***					1 CHECKS		37.91

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

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011576	CINTAS CORPORATION							
I-4193334511	5/21/24 SVCS - STREETS	R	7/01/2024	428.58		248127		
I-4194602451	6/03/24 SVCS - WASTEWATER	R	7/01/2024	156.85		248127		
I-4194755877	6/04/24 SVCS - WATER	R	7/01/2024	209.85		248127		
I-4194755983	6/04/24 SVCS - STREETS	R	7/01/2024	428.58		248127		
I-4195329619	6/10/24 SVCS - WASTEWATER	R	7/01/2024	156.85		248127		
I-4195492100	6/11/24 SVCS - WATER	R	7/01/2024	209.85		248127		
I-4195492151	06/11/24 SVCS - STREETS	R	7/01/2024	428.58		248127		
I-4195492414	MAT/UNIFORM RENTAL-PKS	R	7/01/2024	112.90		248127		
I-4195787947	BANQUET SUPPLY RENTALS-OC	R	7/01/2024	195.00		248127		
I-4196041217	6/17/24 SVCS - WASTEWATER	R	7/01/2024	156.85		248127		
I-4196043079	MAT RENTAL - ACC	R	7/01/2024	58.13		248127		
I-4196188918	MAT/UNIFORM RENTAL - OCM	R	7/01/2024	92.06		248127		
I-4196353218	MAT RENTAL -KL	R	7/01/2024	149.84		248127		
I-4196493643	BANQUET SUPPLY RENTALS-OC	R	7/01/2024	153.67		248127		
I-4196678083	MAT RENTALS -ACC	R	7/01/2024	58.13		248127		
I-4196873335	UNIFORM RENTALS-OC	R	7/01/2024	82.95		248127		3,078.67
	*** VENDOR TOTALS ***					1 CHECKS		3,078.67
008258	CIT CHARTERS INC							
I-20213	8/8/24 TRIP CHARTER BUS	R	7/01/2024	1,862.05		248128		1,862.05
	*** VENDOR TOTALS ***					1 CHECKS		1,862.05
001732	ROGER CLEVELAND GOLF CO INC							
I-7954458 SO	MERCH FOR RESALE - OC	R	7/01/2024	160.00		248129		
I-7956389 SO	STOCK MERCH FOR RESALE-OC	R	7/01/2024	374.00		248129		
I-7961515 SO	STOCK MERCH FOR RESALE-OC	R	7/01/2024	107.20		248129		641.20
	*** VENDOR TOTALS ***					1 CHECKS		641.20
007852	LEE COLE							
I-06/2024 MAGIC	06/2024 MAGIC CAMP	R	7/01/2024	680.00		248130		680.00
	*** VENDOR TOTALS ***					1 CHECKS		680.00
000614	CONFLUENCE INC							
I-28928 #1	PAY 1-ANKENY BLVD CORRIDOR	R	7/01/2024	1,521.65		248131		1,521.65
	*** VENDOR TOTALS ***					1 CHECKS		1,521.65
002992	CONSTRUCTION MATERIALS TESTING							
I-50846	CYLINDER BREAKS - ENG	E	7/03/2024	150.00		009800		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
002559	CONSUMERS ENERGY							
I-05/01/24-06/01/24	STATEMENT 06/10/24	E	7/03/2024	2,668.77		009797		2,668.77
	*** VENDOR TOTALS ***					1 CHECKS		2,668.77

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

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			DATE	AMOUNT		NO	STATUS	AMOUNT
009277	CONVERGE ONE INC							
I-INV1003215	MERAKI SWITCH	E	7/03/2024	570.64		009830		
I-INV1004196	MERAKI SWITCH	E	7/03/2024	165.05		009830		
I-INV1006745	MERAKI MT SENSORS	E	7/03/2024	532.64		009830		
I-INV1007056	MERAKI MT SENSORS	E	7/03/2024	1,023.60		009830		2,291.93
	*** VENDOR TOTALS ***					1 CHECKS		2,291.93
005942	CONWAY SHIELD INC							
I-0523183	PASSPORT SHIELD - FD	R	7/01/2024	555.40		248132		555.40
	*** VENDOR TOTALS ***					1 CHECKS		555.40
009380	COSTAR REALTY INFORMATION INC							
I-120889463	COSTAR ANNUAL SUBSCRIPTIO	R	7/01/2024	1,488.51		248133		1,488.51
	*** VENDOR TOTALS ***					1 CHECKS		1,488.51
000146	CENTURY HOMES CO							
I-73561IN	FERTILIZER-PRSC	R	7/01/2024	7,300.00		248134		
I-78825IN	SPORTS TURF COATED SEED-PKS	R	7/01/2024	270.00		248134		7,570.00
	*** VENDOR TOTALS ***					1 CHECKS		7,570.00
011705	DAKOTA SUPPLY GROUP							
I-S103716983.001	MH RISER RINGS	R	7/01/2024	2,781.00		248135		2,781.00
	*** VENDOR TOTALS ***					1 CHECKS		2,781.00
001003	ED DANIELS							
I-117389	FILTERS - FS1	E	7/03/2024	215.72		009786		
I-117390	FILTERS -FS3	E	7/03/2024	63.34		009786		
I-117391	FILTERS - ACC	E	7/03/2024	388.35		009786		667.41
	*** VENDOR TOTALS ***					1 CHECKS		667.41
003359	KEVIN DEAVER							
I-04/24-06/24MARTS	MARTIAL ARTS APR-JUN 2024	E	7/03/2024	2,444.00		009802		2,444.00
	*** VENDOR TOTALS ***					1 CHECKS		2,444.00
003099	DELL MARKETING L P							
I-10754354259	FY24 - PD MDT LAPTOPS	R	7/01/2024	13,556.94		248136		
I-10754427407	COMPUTER/MONITOR - PD	R	7/01/2024	983.82		248136		14,540.76
	*** VENDOR TOTALS ***					1 CHECKS		14,540.76
011530	DES MOINES AREA COMMUNITY COLL							
I-S1556295	PARAMEDIC TUITION	R	7/01/2024	4,440.00		248137		4,440.00
	*** VENDOR TOTALS ***					1 CHECKS		4,440.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004623	DES MOINES AREA MPO							
I-312	FY25 ASSESSMENT DUES	R	7/01/2024	72,222.00		248138		72,222.00
	*** VENDOR TOTALS ***					1 CHECKS		72,222.00
000606	DES MOINES STEEL FENCE CO INC							
I-62940	FORK/COLLAR - PRSC	R	7/01/2024	30.78		248139		30.78
	*** VENDOR TOTALS ***					1 CHECKS		30.78
000160	DES MOINES WATER WORKS							
I-000186 5/31/24	5/31/2024 STATEMENT	R	7/01/2024	1,380.00		248140		1,380.00
	*** VENDOR TOTALS ***					1 CHECKS		1,380.00
000161	DEWEY FORD INC							
I-624186 FOW	UNIT #118 PARTS	R	7/01/2024	231.75		248141		
I-624241 FOW	UNIT #118 PARTS	R	7/01/2024	117.93		248141		349.68
	*** VENDOR TOTALS ***					1 CHECKS		349.68
009477	DIXON ENGINEERING INC							
I-24-0411 #3	PAY 3-MAG GRND STRG REHAB	R	7/01/2024	18,245.00		248142		
I-24-0502 #4	PAY 4-MAG GRND STRG RES REHAB	R	7/01/2024	8,105.00		248142		
I-24-0503 #6	PAY 6-DEL GRND STRG RES PJCT	R	7/01/2024	1,550.00		248142		27,900.00
	*** VENDOR TOTALS ***					1 CHECKS		27,900.00
004568	DOLL DISTRIBUTING LLC							
I-1528436	ALCOHOL FOR RESALE - HAWKEYE	E	7/03/2024	463.90		009807		
I-1530536	ALCOHOL FOR RESALE-OC	E	7/03/2024	1,567.80		009807		
I-1533339	ALCOHOL FOR RESALE - HAWKEYE	E	7/03/2024	299.30		009807		
I-1535838	ALCOHOL FOR RESALE-OC	E	7/03/2024	1,582.90		009807		3,913.90
	*** VENDOR TOTALS ***					1 CHECKS		3,913.90
002143	DOORS INC							
I-348420	HINGES FOR CONCESSIONS-PRSC	E	7/03/2024	270.00		009794		270.00
	*** VENDOR TOTALS ***					1 CHECKS		270.00
011945	EASYVISTA, INC.							
I-GOVERLAN-19765	3MO SUB THROUGH 9/19/24	R	7/01/2024	150.50		248143		150.50
	*** VENDOR TOTALS ***					1 CHECKS		150.50
004995	ECHO GROUP INC							
I-S010597198.002	TRAFFIC SUPPLIES - PW	E	7/03/2024	168.00		009811		168.00
	*** VENDOR TOTALS ***					1 CHECKS		168.00
006319	EDWARD DON AND COMPANY							
I-32054833	BANQUET SUPPLIES -OC	R	7/01/2024	418.23		248144		418.23
	*** VENDOR TOTALS ***					1 CHECKS		418.23

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005418	EMPLOYEE & FAMILY RESOURCES IN							
I-681-8416	EAP SERVICES 8/1/24-7/31/25	R	7/01/2024	7,605.00		248145		7,605.00
	*** VENDOR TOTALS ***					1 CHECKS		7,605.00
008516	TINA ERICKSON							
I-04/24-06/24FITNESS	04/24-06/24 FITNESS	E	7/03/2024	54.00		009853		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
004235	FAITH BAPTIST BIBLE COLLEGE							
I-2024SPIKEFEST CAMP	SPIKEFEST VBALL CAMP	E	7/03/2024	8,649.00		009805		8,649.00
	*** VENDOR TOTALS ***					1 CHECKS		8,649.00
009894	FARO TECHNOLOGIES, INC							
I-91818427	FARO MAINTENANCE	R	7/01/2024	6,980.00		248146		6,980.00
	*** VENDOR TOTALS ***					1 CHECKS		6,980.00
002285	FASTENAL COMPANY							
I-IADES444108	WATER SUPPLIES - MU	E	7/03/2024	363.09		009796		
I-IADES444203	SPLASH PAD HARDWARE-PRSC	E	7/03/2024	86.66		009796		449.75
	*** VENDOR TOTALS ***					1 CHECKS		449.75
008926	NICK FAZIO							
I-04/24-06/24FITNESS	04/24-06/24 FITNESS	E	7/03/2024	54.00		009856		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
006858	FERGUSON ENTERPRISES INC #1657							
I-0492577	MIU UNITS	R	7/01/2024	88,400.00		248147		88,400.00
	*** VENDOR TOTALS ***					1 CHECKS		88,400.00
006511	THE PAPER CORPORATION							
I-260551-00	KLEENEX/TOILET TISSUE-OCM	R	7/01/2024	234.19		248148		234.19
	*** VENDOR TOTALS ***					1 CHECKS		234.19
007648	DAIOHS USA INC							
I-021581	COFFEE SERVICES - PW	E	7/03/2024	230.70		009822		
I-022623	COFFEE SERVICES - CH	E	7/03/2024	57.70		009822		288.40
	*** VENDOR TOTALS ***					1 CHECKS		288.40
012145	MICHAEL L FORD							
I-06/17/2024	06/17/24 SAFETY SHOES	E	7/03/2024	140.00		009873		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
012141	FORENSIC PIECES INC							
I-06/13/2024	BASIC BLOODSTAIN - A. SUTTON	R	7/01/2024	675.00		248149		675.00
	*** VENDOR TOTALS ***					1 CHECKS		675.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002078	FOTH & VAN DYKE LLC							
I-90719 #25	PAY 25-NTH 4MILE CRK TRNK SWR	E	7/03/2024	12,187.95		009792		
I-90720 #8	PAY 8-N 4MILE CRK TRNK SWR P2	E	7/03/2024	16,954.56		009792		29,142.51
	*** VENDOR TOTALS ***					1 CHECKS		29,142.51
011377	STRAND ASSOCIATES, INC.							
I-0212358 #13	PAY 13-NE36TH ST/38TH WTR MN L	R	7/01/2024	17,449.37		248150		17,449.37
	*** VENDOR TOTALS ***					1 CHECKS		17,449.37
009329	JOSHUA FREEMAN							
I-06/03/2024 MEAL	06/03/24 MEAL	E	7/03/2024	13.55		009858		
I-06/10/2024 MEAL	06/10/24 MEAL	E	7/03/2024	27.02		009858		40.57
	*** VENDOR TOTALS ***					1 CHECKS		40.57
000211	GALE							
I-84358114	MAY AFRICAN AMERICAN 2 PLAN	E	7/03/2024	52.48		009776		
I-84358208	MAY AMISH FICTION 3 PLAN	E	7/03/2024	74.22		009776		
I-84358218	MAY THRILLER ADV/SUS3 PLAN	E	7/03/2024	83.97		009776		
I-84358448	MAY CLEAN READS 3 PLAN	E	7/03/2024	74.22		009776		
I-84358590	MAY SOFTCOVER ROMANCE	E	7/03/2024	62.97		009776		
I-84358762	MAY HISTORY FACT FICTION 2	E	7/03/2024	54.73		009776		402.59
	*** VENDOR TOTALS ***					1 CHECKS		402.59
011998	GALLS PARENT HOLDINGS, LLC							
C-028200666	CR: UNIFORMS - PD	E	7/03/2024	475.00CR		009844		
I-027879218	UNIFORMS - PD	E	7/03/2024	475.00		009844		
I-028063085	UNIFORMS - PD	E	7/03/2024	76.93		009844		
I-028063087	UNIFORMS - PD	E	7/03/2024	76.93		009844		
I-028077427	UNIFORMS - PD	E	7/03/2024	76.93		009844		230.79
	*** VENDOR TOTALS ***					1 CHECKS		230.79
002365	GAMETIME							
I-PJI-0238650	ROCK CLIMBER SUMMERBROOK	R	7/01/2024	1,679.54		248151		1,679.54
	*** VENDOR TOTALS ***					1 CHECKS		1,679.54
012038	GANNETT MEDIA CORP							
I-6450366	05/2024 LEGAL PUBLICATIONS	R	7/01/2024	1,896.00		248152		1,896.00
	*** VENDOR TOTALS ***					1 CHECKS		1,896.00
009681	GENERAL TRAFFIC CONTROLS, INC							
I-24669	CABINET-DELAWARE & 5TH	E	7/03/2024	32,025.00		009834		32,025.00
	*** VENDOR TOTALS ***					1 CHECKS		32,025.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009054	GPS INDUSTRIES LLC							
I-CON121549	06/2024 CNCT CNTRL/TRKNG/VISAG	R	7/01/2024	2,189.00		248153		2,189.00
	*** VENDOR TOTALS ***					1 CHECKS		2,189.00
006152	ANNETTE GRAEVE							
I-06/09/24-06/12/24	6/9-6/12/24 TRAINING	E	7/03/2024	757.45		009850		757.45
	*** VENDOR TOTALS ***					1 CHECKS		757.45
000227	GRAINGER							
C-9156402415	CR: SHOWER VALVE -PW	E	7/03/2024	62.20CR		009777		
C-9156402423	CR: MOTOR STARTER-PRSC	E	7/03/2024	140.89CR		009777		
I-9148430292	TORQUE WRENCH	E	7/03/2024	1,912.95		009777		
I-9149506348	FRIDGE CONTROL -PW	E	7/03/2024	79.42		009777		
I-9151807329	AIR REGULATOR - CG	E	7/03/2024	39.44		009777		
I-9154129606	SINK PARTS-MIDWAY	E	7/03/2024	133.96		009777		
I-9158582420	ECO SAFER CHOICE- AC	E	7/03/2024	581.22		009777		2,543.90
	*** VENDOR TOTALS ***					1 CHECKS		2,543.90
011835	GRANITE EXCAVATING LLC							
I-PAY8REISSUEDANKB	ANK BVD TRNSMSN MAIN-REISSUED	R	7/01/2024	77,590.49		248154		77,590.49
	*** VENDOR TOTALS ***					1 CHECKS		77,590.49
006348	GRAZIANO BROTHERS INC							
I-249265	FOOD FOR RESALE - OC	E	7/03/2024	267.00		009819		267.00
	*** VENDOR TOTALS ***					1 CHECKS		267.00
010263	GREENLAND HOMES INC							
I-6/20/2024	WATER/SANITARY OVERPAYMENT	R	7/01/2024	179,400.21		248155		179,400.21
	*** VENDOR TOTALS ***					1 CHECKS		179,400.21
000252	GRIMES ASPHALT AND PAVING CORP							
I-25605	5/23/24 COLD MIX	R	7/01/2024	1,718.95		248156		1,718.95
	*** VENDOR TOTALS ***					1 CHECKS		1,718.95
012104	ESTHER LEE GUAN							
I-06/2024 TENNIS	06/2024 TENNIS	E	7/03/2024	300.00		009866		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
012107	ALLIKA GUSTAFSON							
I-06/2024 TENNIS	JUNE TENNIS CLINICS	E	7/03/2024	2,030.00		009868		2,030.00
	*** VENDOR TOTALS ***					1 CHECKS		2,030.00
012111	JORDYN GUSTAFSON							
I-06/2024 TENNIS	06/2024 TENNIS	E	7/03/2024	348.00		009869		348.00
	*** VENDOR TOTALS ***					1 CHECKS		348.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

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008863	H & S CUSTOM FARMING LLC							
I-184A	ROUGH CUT MOWING	R	7/01/2024	1,794.50		248157		1,794.50
	*** VENDOR TOTALS ***					1 CHECKS		1,794.50
001978	HAWKINS INC							
I-6773147	CHEMICALS-MU	R	7/01/2024	2,715.26		248158		2,715.26
	*** VENDOR TOTALS ***					1 CHECKS		2,715.26
011660	HGS, LLC							
I-IN46593 #7	PAY 7- ROCK CRK GRNBLT-VEG	R	7/01/2024	2,115.65		248159		2,115.65
	*** VENDOR TOTALS ***					1 CHECKS		2,115.65
004853	HOLT TIRE SERVICE INC							
I-229095	UNIT #818 GLIDE RIB	E	7/03/2024	98.00		009810		
I-229503	UNIT #811 TIRES	E	7/03/2024	144.99		009810		242.99
	*** VENDOR TOTALS ***					1 CHECKS		242.99
012105	NICHOLAS HINEY							
I-06/2024 TENNIS	06/2024 TENNIS	E	7/03/2024	284.75		009867		284.75
	*** VENDOR TOTALS ***					1 CHECKS		284.75
010211	HONEYBEAR LLC							
I-06/10/24-06/13/24	6/10-6/13/24 ART CAMP	R	7/01/2024	564.00		248160		
I-06/2024 CAMP	06/17-06/20/24 ART CAMP	R	7/01/2024	752.00		248160		
I-06/2024ADTL CAMP	6/3-6/6/24 ADDITIONAL CAMPS	R	7/01/2024	16.00		248160		1,332.00
	*** VENDOR TOTALS ***					1 CHECKS		1,332.00
009586	HOVICK FAMILY FARM PETTING ZOO							
I-2407	06/13/24 PETTING ZOO - P&R	R	7/01/2024	935.00		248161		935.00
	*** VENDOR TOTALS ***					1 CHECKS		935.00
005531	HR GREEN INC							
I-175688 #21 FINAL	PAY 21 FINAL-NE36TH ST I35/4MD	E	7/03/2024	51,222.76		009814		
I-175690 #18	PAY 18-ORLBR TRL/STATEUNDRPS	E	7/03/2024	28,454.92		009814		79,677.68
	*** VENDOR TOTALS ***					1 CHECKS		79,677.68
005515	BRIAN W HUGGINS							
I-04/24-06/24FITNESS	04/24-06/24 FITNESS	R	7/01/2024	54.00		248162		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
008906	IMAGE TREND INC							
I-PS-INV108404	MAY 2024 BILLING BRIDGE	E	7/03/2024	1,596.35		009828		
I-PS-INV108597	MYEMSCARE MONTHLY FEE	E	7/03/2024	87.50		009828		1,683.85
	*** VENDOR TOTALS ***					1 CHECKS		1,683.85

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

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000407	WEBER BATTERY INC							
I-1925901008712	BATTERIES - FD	R	7/01/2024	167.40		248163		167.40
	*** VENDOR TOTALS ***					1 CHECKS		167.40
008023	IOWA AUDIO VIDEO INC							
I-C761153	REPLACE AUDIO/VIDEO-OC	R	7/01/2024	11,716.88		248164		11,716.88
	*** VENDOR TOTALS ***					1 CHECKS		11,716.88
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-5121660	ALCOHOL FOR RESALE - HAWKEYE	R	7/01/2024	494.40		248165		
I-W-5124303	ALCOHOL FOR RESALE-OC	R	7/01/2024	1,431.20		248165		
I-W-5130768	ALCOHOL FOR RESALE - OC	R	7/01/2024	872.85		248165		2,798.45
	*** VENDOR TOTALS ***					1 CHECKS		2,798.45
005403	IOWA COMMUNITIES ASSURANCE POO							
I-4A2404BL8N2-0001	ICAP DEDUCT 4A2404BL8N2-0001	R	7/01/2024	1,497.57		248166		1,497.57
005403	IOWA COMMUNITIES ASSURANCE POO							
I-4A2406B9YXT-0001	ICAP DEDUCT-4A2406B9YXT-0001	R	7/01/2024	12,951.00		248167		12,951.00
	*** VENDOR TOTALS ***					2 CHECKS		14,448.57
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0018054	TRASH BAGS - PW	R	7/01/2024	104.94		248168		
I-CI-0018275	SNOW FENCE TIES - PW	R	7/01/2024	126.80		248168		
I-CI-0019736	BOLT GRADER - PW	R	7/01/2024	667.28		248168		
I-CI-0022143	THERMAL PAPER - PD	R	7/01/2024	424.80		248168		1,323.82
	*** VENDOR TOTALS ***					1 CHECKS		1,323.82
007091	IOWA LAW ENFORCEMENT ACADEMY							
I-326469	ILEA TUITION FEES	R	7/01/2024	20,625.00		248169		
I-326511	PATROL RIFLE INSTR-TG, RA	R	7/01/2024	525.00		248169		21,150.00
	*** VENDOR TOTALS ***					1 CHECKS		21,150.00
005014	IOWA LEAGUE OF CITIES							
I-102010	FY25 MEMBERSHIP DUES	R	7/01/2024	18,484.00		248170		18,484.00
	*** VENDOR TOTALS ***					1 CHECKS		18,484.00
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV92797	FY23 MED DED MAY 411	R	7/01/2024	1,916.08		248171		
I-INV92798	FY24 411 MED DED MAY	R	7/01/2024	2,356.28		248171		4,272.36
	*** VENDOR TOTALS ***					1 CHECKS		4,272.36
000272	IOWA PRISON INDUSTRIES							
I-039003	FLOWER BED SIGN - PKS	R	7/01/2024	26.60		248172		
I-039074	PUSH BUTTON - TRAFFIC	R	7/01/2024	195.80		248172		
I-039092	SIGNS - AC	R	7/01/2024	26.90		248172		249.30
	*** VENDOR TOTALS ***					1 CHECKS		249.30

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

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001534	IRON MOUNTAIN RECORDS							
I-JLZB716	SHREDDING SERVICES - FD	R	7/01/2024	209.42		248173		209.42
	*** VENDOR TOTALS ***					1 CHECKS		209.42
009276	J & M GOLF INC							
I-0701925-IN	STOCK MERCH FOR RESALE-OC	R	7/01/2024	267.64		248174		
I-0702050-IN	STOCK MERCH FOR RESALE - OC	R	7/01/2024	53.54		248174		
I-0702203-IN	STOCK MERCH FOR RESALE-OC	R	7/01/2024	31.34		248174		352.52
	*** VENDOR TOTALS ***					1 CHECKS		352.52
005535	JETCO INC							
I-18288	ALARM TESTING - MU	R	7/01/2024	688.50		248175		688.50
	*** VENDOR TOTALS ***					1 CHECKS		688.50
006326	JOHNSON BROTHERS OF IOWA							
I-2021695	ALCOHOL FOR RESALE-OC	R	7/01/2024	2,636.40		248176		
I-2021696	BEVERAGES FOR RESALE-OC	R	7/01/2024	260.70		248176		2,897.10
	*** VENDOR TOTALS ***					1 CHECKS		2,897.10
000580	JOHNSON CONTROLS INC							
I-1-133197478011	UPLow CONTROLS HVAC-KL	R	7/01/2024	579.00		248177		579.00
	*** VENDOR TOTALS ***					1 CHECKS		579.00
000292	KARL CHEVROLET INC							
I-06/11/2024	POLICE VEHICLES	R	7/01/2024	49,905.20		248178		49,905.20
	*** VENDOR TOTALS ***					1 CHECKS		49,905.20
006236	KAY PARK RECREATION							
I-202057A	PICNIC TABLES MIDWAY	E	7/03/2024	3,045.45		009818		
I-202057B	PICNIC TABLES-CREEKSIDE	E	7/03/2024	3,045.45		009818		
I-202058	LAKESIDE PICNIC TABLES	E	7/03/2024	3,204.40		009818		9,295.30
	*** VENDOR TOTALS ***					1 CHECKS		9,295.30
004783	KELTEK INCORPORATED							
I-10728	UNIT 64 INSTALLS	E	7/03/2024	21,418.69		009809		
I-10821	ANPD60 KELTEK UPFITTING	E	7/03/2024	3,439.05		009809		24,857.74
	*** VENDOR TOTALS ***					1 CHECKS		24,857.74
012000	KEY COOPERATIVE							
C-8253722	CR: 6/03/24 SUP UNL	E	7/03/2024	284.61CR		009845		
C-8253733	CR: 4/25/24 SUP UNL - OCM	E	7/03/2024	1,159.67CR		009845		
I-8207665	4/25/24 SUP UNL - OCM	E	7/03/2024	1,159.67		009845		
I-8253729	4/29/24 SUP UNL	E	7/03/2024	309.51		009845		
I-8253755	4/25/24 SUP UNL - OCM	E	7/03/2024	1,269.80		009845		
I-8271064	6/17/24 REM DYED - PRSC	E	7/03/2024	529.06		009845		
I-8271065	6/17/24 SUPER UNLEADED-PRSC	E	7/03/2024	353.78		009845		2,177.54
	*** VENDOR TOTALS ***					1 CHECKS		2,177.54

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011479	ADOLPH KIEFER & ASSOCIATES LLC							
I-INV001427841	BODY STRAP KIT - AC	E	7/03/2024	109.00		009840		109.00
	*** VENDOR TOTALS ***					1 CHECKS		109.00
007369	AARON J KING							
I-05/07/2024	05/07/2024 MEAL	R	7/01/2024	17.63		248179		17.63
	*** VENDOR TOTALS ***					1 CHECKS		17.63
008587	KINZLER CONSTRUCTION SERVICES							
I-2409771.0001	DOOR REPAIR - FS#2	R	7/01/2024	496.50		248180		496.50
	*** VENDOR TOTALS ***					1 CHECKS		496.50
003296	ROBERT KOVACS							
I-05/30/24-05/31/24	5/30-5/31/24 MEALS	R	7/01/2024	350.89		248181		350.89
	*** VENDOR TOTALS ***					1 CHECKS		350.89
001650	NATHAN R LAMPE							
I-05/29/2024MEAL	5/29/24 MEAL	R	7/01/2024	11.24		248182		11.24
	*** VENDOR TOTALS ***					1 CHECKS		11.24
011406	LATITUDE 41 LAWN AND LANDSCAPE							
I-2212	NUISANCE MOWING SVCS	E	7/03/2024	160.83		009862		
I-2248	NUISANCE MOWING SVCS	E	7/03/2024	90.00		009862		
I-2324	NUISANCE MOWING SVCS	E	7/03/2024	180.00		009862		
I-2325	NUISANCE MOWING SVCS	E	7/03/2024	90.00		009862		
I-2326	NUISANCE MOWING SVCS	E	7/03/2024	90.00		009862		
I-2327	NUISANCE MOWING SVCS	E	7/03/2024	90.00		009862		
I-2328	NUISANCE MOWING SVCS	E	7/03/2024	90.00		009862		
I-2329	NUISANCE MOWING SVCS	E	7/03/2024	90.00		009862		
I-2330	NUISANCE MOWING SVCS	E	7/03/2024	90.00		009862		
I-2335	NUISANCE MOWING SVCS	E	7/03/2024	155.00		009862		
I-2336	NUISANCE MOWING SVCS	E	7/03/2024	90.00		009862		1,215.83
	*** VENDOR TOTALS ***					1 CHECKS		1,215.83
012119	ANDREW LAW							
I-06/2024 TENNIS	06/2024 TENNIS CLINIC	E	7/03/2024	446.25		009871		446.25
	*** VENDOR TOTALS ***					1 CHECKS		446.25
009377	LEXIPOL LLC							
I-INVLEX11236186	JULY 2024-2025 CONTRACT	R	7/01/2024	20,970.24		248183		20,970.24
	*** VENDOR TOTALS ***					1 CHECKS		20,970.24
011847	LIFETIME FITNESS							
I-06/2024PICKLEBALL	06/2024 PICKLEBALL CLINICS	R	7/01/2024	916.00		248184		916.00
	*** VENDOR TOTALS ***					1 CHECKS		916.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000470	LUMEN							
I-692491832	JUNE 2024 STATEMENT	E	7/03/2024	690.21		009782		690.21
	*** VENDOR TOTALS ***					1 CHECKS		690.21
009304	ELIZABETH LYONS							
I-06/14/2024CACTUS	6/14/24 CAT CACTUS CANVAS	R	7/01/2024	574.40		248185		
I-06/22/24 CAMP	06/22/2024 BUNNY CAMP	R	7/01/2024	826.40		248185		1,400.80
	*** VENDOR TOTALS ***					1 CHECKS		1,400.80
010704	MAINSTAY SYSTEMS OF IOWA LLC							
I-2282	6/1/24-8/31/24 MONTHLY MAINT	R	7/01/2024	237.00		248186		237.00
	*** VENDOR TOTALS ***					1 CHECKS		237.00
002207	MANATTS INC							
I-5132856	5/20/24 C-4WR-C20	E	7/03/2024	1,001.00		009795		
I-5132857	5/20/24 C-4WR-C20	E	7/03/2024	1,155.00		009795		2,156.00
	*** VENDOR TOTALS ***					1 CHECKS		2,156.00
009583	MARLOW WHITE UNIFORMS INC							
I-INV1216314	UNIFORMS - HONOR GUARD	R	7/01/2024	98.95		248187		98.95
	*** VENDOR TOTALS ***					1 CHECKS		98.95
008131	MARTIN BROTHERS DISTRIBUTING C							
I-1549624	FOOD FOR RESALE - CFAC	E	7/03/2024	519.28		009825		
I-1554824	FOOD FOR RESALE - CFAC	E	7/03/2024	1,757.51		009825		
I-1554826	FOOD FOR RESALE - PRAC	E	7/03/2024	467.52		009825		
I-1560075	FOOD FOR RESALE - CFAC	E	7/03/2024	2,569.85		009825		
I-1564528	FOOD FOR RESALE - PRAC	E	7/03/2024	874.28		009825		
I-1569753	FOOD FOR RESALE - PRAC	E	7/03/2024	694.29		009825		
I-1573939	FOOD FOR RESALE - PRAC	E	7/03/2024	583.89		009825		7,466.62
	*** VENDOR TOTALS ***					1 CHECKS		7,466.62
001799	MARTIN MARIETTA MATERIALS, INC							
I-42464662	5/15/24 1" CLEAN	R	7/01/2024	1,321.88		248188		1,321.88
	*** VENDOR TOTALS ***					1 CHECKS		1,321.88
005870	ROGER MCFARLAND							
I-06/04/24-06/06/24	6/4-6/6/24 IAWEA CONFERENCE	R	7/01/2024	154.86		248189		154.86
	*** VENDOR TOTALS ***					1 CHECKS		154.86
004747	MENARDS							
I-2965	STREET SUPPLIES - PW	R	7/01/2024	36.87		248190		
I-3114	STREET SUPPLIES - PW	R	7/01/2024	26.09		248190		
I-3428	SAFETY/EQUIPMENT - CD	R	7/01/2024	148.99		248190		
I-3565	LED/CLEANER/BATTERIES-OEC	R	7/01/2024	38.96		248190		
I-3573	GLOVES/SEED - DEV ENG	R	7/01/2024	61.98		248190		
I-3578	DRILL BITS - TRAFFIC	R	7/01/2024	69.12		248190		
I-3670	WELD RODS - TRAFFIC	R	7/01/2024	47.94		248190		

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-3721	SCREWS - FD	R	7/01/2024	2.37		248190		
I-3730	HARDHATS - FD	R	7/01/2024	137.94		248190		
I-3910	DISTILLED WTR/TOWELS - MU	R	7/01/2024	21.37		248190		
I-3984 06/11/24	LOPPER/ELBOW/CLAMP/RSR-PRSC	R	7/01/2024	72.51		248190		
I-4004	LIGHT TABLE - KL	R	7/01/2024	18.12		248190		
I-4066	BRASS/HOSE/SCRAPER - TRAFFIC	R	7/01/2024	193.75		248190		
I-4082	TOOL BOX/HOSE - FD	R	7/01/2024	84.98		248190		
I-4200	ANTIFREEZE - FD	R	7/01/2024	28.54		248190		
I-4337	WATER - FD	R	7/01/2024	13.92		248190		
I-4422	BATTERY MAINT/COMPS - OCM	R	7/01/2024	26.59		248190		
I-4447	QUICK LINK - OCM	R	7/01/2024	6.57		248190		1,036.61
*** VENDOR TOTALS ***						1 CHECKS		1,036.61
007664	MERCYONE ANKENY PHARMACY							
I-5/22/2024	EMS PHARMACY - FD	R	7/01/2024	979.19		248191		
I-5/23/2024	EMS PHARMACY - FD	R	7/01/2024	44.70		248191		1,023.89
*** VENDOR TOTALS ***						1 CHECKS		1,023.89
003479	MID IOWA PETROLEUM EQUIPMENT L							
I-5902	TANK TESTING - CG	E	7/03/2024	387.90		009803		387.90
*** VENDOR TOTALS ***						1 CHECKS		387.90
000271	MIDAMERICAN ENERGY COMPANY							
I-553951162	6/05/2024 STATEMENT	E	7/03/2024	7.00		009778		
I-553985417	6/06/2024 STATEMENT	E	7/03/2024	10.00		009778		
I-FY25 #1 1695158009	6/12/2024 STATEMENT	E	7/03/2024	122,164.29		009778		122,181.29
*** VENDOR TOTALS ***						1 CHECKS		122,181.29
008058	CTB MIDWEST INC							
I-1044648	#203 DRUM BEARINGS	E	7/03/2024	3,323.44		009824		3,323.44
*** VENDOR TOTALS ***						1 CHECKS		3,323.44
000945	MIDWEST WHEEL COMPANIES							
C-3677483-00	CR: UNIT #244 PARTS	R	7/01/2024	270.07CR		248192		
I-3711257-01	FLOORLINER/MUDFLAP-SQUAD CARS	R	7/01/2024	917.64		248192		
I-3711257-02	MUDFLAPS - SQUAD CARS	R	7/01/2024	203.88		248192		
I-3711257-03	MUDFLAPS - SQUAD CARS	R	7/01/2024	271.84		248192		
I-3739704-00	UNIT #120 PARTS	R	7/01/2024	771.39		248192		
I-3741417-00	#120 #121 REAR BRAKES	R	7/01/2024	2,525.04		248192		4,419.72
*** VENDOR TOTALS ***						1 CHECKS		4,419.72
001019	KORY J MILLER							
I-06/10/2024	06/10/2024 MEAL	R	7/01/2024	30.36		248193		30.36
*** VENDOR TOTALS ***						1 CHECKS		30.36

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
007277	MILLERBERND MANUFACTURING COMP							
I-185948	SIGNAL POLES	R	7/01/2024	1,092.00		248194		1,092.00
	*** VENDOR TOTALS ***					1 CHECKS		1,092.00
004137	MAHER PRODUCTS INC							
I-1405	REMOVE AND REINSTALL SIGN	R	7/01/2024	1,500.00		248195		1,500.00
	*** VENDOR TOTALS ***					1 CHECKS		1,500.00
1	ALDERTON, KORBIN & G							
I-000202406261159	US REFUND	R	7/01/2024	35.47		248034		35.47
1	ARNOLD, TAYLOR							
I-000202406261124	US REFUND	R	7/01/2024	55.01		248035		55.01
1	BAKER, SAMUEL J							
I-000202406261140	US REFUND	R	7/01/2024	51.90		248036		51.90
1	BEHYMER, CLAIRE							
I-000202406261168	US REFUND	R	7/01/2024	100.00		248037		100.00
1	BENESH, SAMANTHA C							
I-000202406261162	US REFUND	R	7/01/2024	62.71		248038		62.71
1	BENNETT, JACOB							
I-000202406261129	US REFUND	R	7/01/2024	99.76		248039		99.76
1	BERGER, TANON							
I-000202406261127	US REFUND	R	7/01/2024	64.20		248040		64.20
1	BRAUCH, JACOB							
I-000202406261164	US REFUND	R	7/01/2024	100.00		248041		100.00
1	CLARK, MADISON							
I-000202406261152	US REFUND	R	7/01/2024	59.10		248042		59.10
1	CLEVEN, TYLER							
I-000202406261130	US REFUND	R	7/01/2024	55.66		248043		55.66
1	COLEMAN, SHANNON							
I-000202406261133	US REFUND	R	7/01/2024	43.40		248044		43.40
1	DANNER, DONNA							
I-000202406261135	US REFUND	R	7/01/2024	60.00		248045		60.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	DAVIDSON, STEVEN							
I-000202406261136	US REFUND	R	7/01/2024	58.76		248046		58.76
1	DEJONG, SIENNA							
I-000202406261172	US REFUND	R	7/01/2024	84.93		248047		84.93
1	DELMEGE, MATTHEW							
I-000202406261122	US REFUND	R	7/01/2024	15.35		248048		15.35
1	DOWLING, KENNADIE							
I-000202406261171	US REFUND	R	7/01/2024	94.92		248049		94.92
1	EILANDER, KARA							
I-000202406261137	US REFUND	R	7/01/2024	59.20		248050		59.20
1	EISCHEID, MARY							
I-000202406261138	US REFUND	R	7/01/2024	53.27		248051		53.27
1	EMKEN, KAREN							
I-000202406261151	US REFUND	R	7/01/2024	51.90		248052		51.90
1	FERRACINI, ELCIO							
I-000202406261156	US REFUND	R	7/01/2024	59.45		248053		59.45
1	FLESCHE, CARLOS R							
I-000202406261165	US REFUND	R	7/01/2024	100.00		248054		100.00
1	FOLKMAN, CARSON							
I-000202406261169	US REFUND	R	7/01/2024	96.18		248055		96.18
1	GILLETTE, JUSTIN							
I-000202406261126	US REFUND	R	7/01/2024	60.40		248056		60.40
1	GIRRES, DREW							
I-000202406261178	US REFUND	R	7/01/2024	100.00		248057		100.00
1	GODSEY, SAMUEL							
I-000202406261143	US REFUND	R	7/01/2024	61.93		248058		61.93
1	HALFPOPE, BRADY							
I-000202406261144	US REFUND	R	7/01/2024	63.30		248059		63.30
1	HENRICH, BECCA							
I-000202406261149	US REFUND	R	7/01/2024	51.31		248060		51.31

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1	HIGH, SARAH							
I-000202406261141	US REFUND	R	7/01/2024	57.39		248061		57.39
1	KASTER, RYAN							
I-000202406261163	US REFUND	R	7/01/2024	52.34		248062		52.34
1	KLINGHAMMER, KEITH							
I-000202406261173	US REFUND	R	7/01/2024	42.32		248063		42.32
1	LACLAIR, ERIC							
I-000202406261125	US REFUND	R	7/01/2024	59.07		248064		59.07
1	LESTER, DAJOUR							
I-000202406261167	US REFUND	R	7/01/2024	99.30		248065		99.30
1	LEVY, GREGORY							
I-000202406261160	US REFUND	R	7/01/2024	93.14		248066		93.14
1	MALAVONG, JESSE							
I-000202406261146	US REFUND	R	7/01/2024	37.66		248067		37.66
1	MANNEY, ASHLEY N							
I-000202406261134	US REFUND	R	7/01/2024	51.90		248068		51.90
1	MCCLUE, HANNAH							
I-000202406261170	US REFUND	R	7/01/2024	105.52		248069		105.52
1	MCDERMOTT, KATHRYN							
I-000202406261177	US REFUND	R	7/01/2024	89.04		248070		89.04
1	MEADOR, HALIE							
I-000202406261182	US REFUND	R	7/01/2024	50.71		248071		50.71
1	MORGAN, DAVID							
I-000202406261142	US REFUND	R	7/01/2024	40.96		248072		40.96
1	NASON, CONNOR							
I-000202406261183	US REFUND	R	7/01/2024	31.44		248073		31.44
1	NELSON CONSTRUCTION							
I-000202406261174	US REFUND	R	7/01/2024	1,318.44		248074		1,318.44
1	NELSON, CASEY							
I-000202406261131	US REFUND	R	7/01/2024	50.54		248075		50.54

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1	RATH, DAWN							
I-000202406261158	US REFUND	R	7/01/2024	97.69		248076		97.69
1	RATHEUN, ANGIE							
I-000202406261123	US REFUND	R	7/01/2024	40.50		248077		40.50
1	RAWLINGS, KARINA							
I-000202406261121	US REFUND	R	7/01/2024	52.92		248078		52.92
1	REED, ERIN							
I-000202406261139	US REFUND	R	7/01/2024	51.51		248079		51.51
1	REMAX CONCEPTS							
I-000202406261180	US REFUND	R	7/01/2024	43.98		248080		43.98
1	RINGHOFER, JULIA							
I-000202406261132	US REFUND	R	7/01/2024	60.13		248081		60.13
1	RITTER, MADELINE							
I-000202406261179	US REFUND	R	7/01/2024	56.20		248082		56.20
1	ROBIN RILEY							
I-000202406261175	US REFUND	R	7/01/2024	98.59		248083		98.59
1	ROGERS, BARI							
I-000202406261153	US REFUND	R	7/01/2024	94.40		248084		94.40
1	ROLLING, SARAH E							
I-000202406261157	US REFUND	R	7/01/2024	99.75		248085		99.75
1	ROLLINS, BRIAN J							
I-000202406261148	US REFUND	R	7/01/2024	60.13		248086		60.13
1	SCHEIRER, NATHAN							
I-000202406261155	US REFUND	R	7/01/2024	38.20		248087		38.20
1	SMITH, NICHOLAS							
I-000202406261154	US REFUND	R	7/01/2024	52.35		248088		52.35
1	SPENCER, LAUREN							
I-000202406261147	US REFUND	R	7/01/2024	58.80		248089		58.80
1	STADTMUELLER, CHELSE							
I-000202406261161	US REFUND	R	7/01/2024	98.63		248090		98.63

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DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1	STRECK, RANDAL & REN							
I-000202406261150	US REFUND	R	7/01/2024	95.89		248091		95.89
1	SWANSON, MIKE							
I-000202406261145	US REFUND	R	7/01/2024	60.56		248092		60.56
1	TAYLOR, REECE D							
I-000202406261176	US REFUND	R	7/01/2024	100.00		248093		100.00
1	TURNER, DAVID							
I-000202406261181	US REFUND	R	7/01/2024	89.51		248094		89.51
1	VERWERS, QUINN							
I-000202406261128	US REFUND	R	7/01/2024	54.04		248095		54.04
1	VO, DANIELLE							
I-000202406261166	US REFUND	R	7/01/2024	90.41		248096		90.41
	*** VENDOR TOTALS ***					63 CHECKS		5,472.07
004765	MOODY'S INVESTORS SERVICE							
I-P0468463	2024A, B/WATER REV BONDS-FEE	R	7/01/2024	43,000.00		248196		43,000.00
	*** VENDOR TOTALS ***					1 CHECKS		43,000.00
006447	MSA PROFESSIONAL SERVICES INC							
I-005883 #4	PAY 4-SW WALNUT ST/ORD WTR MN	R	7/01/2024	38,517.93		248197		38,517.93
	*** VENDOR TOTALS ***					1 CHECKS		38,517.93
009024	BROCK MUHLBAUER							
I-04/24-06/24FITNESS	04/24-06/24 FITNESS	E	7/03/2024	54.00		009857		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
006750	MUNICIPAL PIPE TOOL							
I-34536	CAMERA REPAIR	R	7/01/2024	5,245.09		248198		5,245.09
	*** VENDOR TOTALS ***					1 CHECKS		5,245.09
000350	MUNICIPAL SUPPLY INC							
I-0909771-IN	METER PARTS	R	7/01/2024	11,520.00		248199		
I-0909772-IN	METERS - MU	R	7/01/2024	4,870.00		248199		
I-0910457-IN	WATER SUPPLIES - MU	R	7/01/2024	121.21		248199		16,511.21
	*** VENDOR TOTALS ***					1 CHECKS		16,511.21
003057	NAPA AUTO PARTS							
I-2986-740236	AIR/OIL/FUEL FILTERS - CG	R	7/01/2024	93.57		248200		
I-2986-740311	BATTERIES - CG	R	7/01/2024	92.37		248200		
I-2986-740376	UNIT #208 PARTS	R	7/01/2024	47.98		248200		
I-2986-740389	SEAL FILTER - CG	R	7/01/2024	111.94		248200		
I-2986-740397	PLOW TRUCK PARTS	R	7/01/2024	98.30		248200		
I-2986-740406	AIR/OIL FILTERS - CG	R	7/01/2024	146.32		248200		

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
I-2986-740407	FUEL/CAB/OIL FILTERS - CG	R	7/01/2024	169.51		248200		
I-2986-740424	UNIT #118 PARTS	R	7/01/2024	111.27		248200		
I-2986-740458	UNIT #275 PARTS	R	7/01/2024	65.42		248200		
I-2986-740491	GLOVES - CG	R	7/01/2024	14.99		248200		
I-2986-740587	UNIT #203 PARTS	R	7/01/2024	204.29		248200		
I-2986-740600	#120 AC COMPRESSOR	R	7/01/2024	1,131.57		248200		
I-2986-740786	UNIT #877 FUEL LINE HOSE	R	7/01/2024	10.26		248200		
I-2986-740868	UNIT #742 PARTS	R	7/01/2024	37.18		248200		
I-2986-740908	STOCK PARTS - CG	R	7/01/2024	44.74		248200		
I-2986-740913	UNIT #905 PARTS	R	7/01/2024	199.52		248200		
I-2986-741023	UNIT #742 PARTS	R	7/01/2024	37.95		248200		
I-2986-741038	UNIT #644 PARTS	R	7/01/2024	15.56		248200		
I-2986-741040	UNIT #644 PARTS	R	7/01/2024	16.99		248200		
I-2986-741041	UNIT #644 PARTS	R	7/01/2024	19.29		248200		2,669.02
	*** VENDOR TOTALS ***					1 CHECKS		2,669.02
009901	NICHE ACADEMY LLC							
I-9880	FY25 ANNUAL SUBSCRIPTION-KL	R	7/01/2024	2,800.00		248201		2,800.00
	*** VENDOR TOTALS ***					1 CHECKS		2,800.00
012135	RITA NISIUS							
I-06/2024 TENNIS	06/2024 TENNIS CLINIC	E	7/03/2024	480.00		009872		480.00
	*** VENDOR TOTALS ***					1 CHECKS		480.00
009284	JERRY'S TRANSMISSION SERVICE I							
I-43168	STRUTS - FD	E	7/03/2024	863.10		009831		863.10
	*** VENDOR TOTALS ***					1 CHECKS		863.10
003727	ODP BUSINESS SOLUTIONS, LLC							
I-367741653001	BREAKROOM SUPPLIES - CH	R	7/01/2024	53.03		248202		
I-369581185001	OFFICE SUPPLIES - PSB	R	7/01/2024	205.09		248202		
I-369587069001	PENS - PSB	R	7/01/2024	13.29		248202		
I-369587084001	BREAKROOM SUPPLIES - PSB	R	7/01/2024	29.09		248202		
I-370111588001	PAPER - WATER	R	7/01/2024	72.74		248202		
I-371332651001	PENS/TAPE/KLENEX/PAPER-KL	R	7/01/2024	361.64		248202		
I-371487098001	OFFICE SUPPLIES - CH	R	7/01/2024	80.83		248202		
I-371817807001	BADGES - OCM	R	7/01/2024	68.98		248202		884.69
	*** VENDOR TOTALS ***					1 CHECKS		884.69
010076	OLSSON, INC							
I-501216 #4	PAY 4-FIBER OPTIC NETWRK UPGRD	R	7/01/2024	61,293.30		248203		61,293.30
	*** VENDOR TOTALS ***					1 CHECKS		61,293.30

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009363	ON-TRACK CONSTRUCTION LLC							
I-PAY 2-23 STRM SWR	PAY 2-2023 STRM SWR REPAIRS	R	7/01/2024	111,977.93		248204		111,977.93
	*** VENDOR TOTALS ***					1 CHECKS		111,977.93
009630	KINGFISHER LLC							
I-1328	FIELD 2 CANOPY-PRSC	R	7/01/2024	2,369.68		248205		2,369.68
	*** VENDOR TOTALS ***					1 CHECKS		2,369.68
011670	WILLIAM PACK							
I-06/11/24-06/18/24	6/11 AND 6/18/24 PROGRAM-KL	R	7/01/2024	350.00		248206		350.00
	*** VENDOR TOTALS ***					1 CHECKS		350.00
002158	PERFICUT COMPANIES INC							
I-33413	LIGHT REPAIRS - KL	R	7/01/2024	582.73		248207		
I-33775	SOUTH MOWING	R	7/01/2024	11,135.60		248207		
I-34419	06/15/24-06/21/24 SOUTH ZONE	R	7/01/2024	11,135.60		248207		22,853.93
	*** VENDOR TOTALS ***					1 CHECKS		22,853.93
009158	PERFORMANCE FOODSERVICE - THOM							
C-7607008	FOOD FOR RESALE - OC	R	7/01/2024	33.48CR		248208		
I-7605175	FOOD FOR RESALE-OC	R	7/01/2024	1,548.80		248208		
I-7607635	FOOD FOR RESALE - OC	R	7/01/2024	848.46		248208		
I-7610983	FOOD FOR RESALE - OC	R	7/01/2024	721.55		248208		
I-7613441	FOOD FOR RESALE - OC	R	7/01/2024	862.66		248208		3,947.99
	*** VENDOR TOTALS ***					1 CHECKS		3,947.99
003741	PETROLEUM MARKETERS							
I-FY2025	08/09/24-08/08/25 PREMIUM RNWL	R	7/01/2024	2,154.00		248209		2,154.00
	*** VENDOR TOTALS ***					1 CHECKS		2,154.00
004611	PETTY CASH							
I-07/2024PRIZEMONEY	2024 SUMMERFEST TOURNEY MONEY	R	7/01/2024	2,200.00		248210		
I-2024 ACC EXTRA	2024 ACC EXTRA PETTY CASH	R	7/01/2024	100.00		248210		
I-SMRFST PRIZE SVB/B	SVB/BAGS SUMMERFEST PRIZES	R	7/01/2024	660.00		248210		2,960.00
	*** VENDOR TOTALS ***					1 CHECKS		2,960.00
005873	PFM FINANCIAL ADVISORS LLC							
I-130901	CIWW METHODOLOGY TRANSITION	R	7/01/2024	4,425.00		248211		
I-130902	WTR REV BONDS SERIES 2024B	R	7/01/2024	16,431.00		248211		
I-130903	GO BONDS SERIES 2024A	R	7/01/2024	36,317.00		248211		57,173.00
	*** VENDOR TOTALS ***					1 CHECKS		57,173.00
008695	CHRISTINE CARROLL							
I-07/11/2024 BEATS	07/11/2024 BEATS AND EATS	R	7/01/2024	480.00		248212		480.00
	*** VENDOR TOTALS ***					1 CHECKS		480.00

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002648	PIONEER MANUFACTURING COM							
I-INV-200545	FIELD PAINT - PRSC	R	7/01/2024	199.50		248213		199.50
	*** VENDOR TOTALS ***					1 CHECKS		199.50
000384	PITNEY BOWES INC							
I-1025498873	INK CARTRIDGE - PD	E	7/03/2024	91.29		009779		91.29
	*** VENDOR TOTALS ***					1 CHECKS		91.29
003387	PJ IOWA LC PAPA JOHN'S PIZZA							
I-166959	6/01/24 PIZZA CFAC	R	7/01/2024	105.00		248214		
I-166960	6/1 PIZZA PRAC	R	7/01/2024	7.50		248214		
I-166961	6/02/24 PIZZA PRAC	R	7/01/2024	15.00		248214		
I-166962	6/03/24 PIZZA CFAC	R	7/01/2024	120.00		248214		
I-166963	6/02/24 PIZZA CFAC	R	7/01/2024	135.00		248214		
I-166964	6/03/24 PIZZA PRAC	R	7/01/2024	30.00		248214		
I-166965	6/03/24 PIZZA CFAC	R	7/01/2024	90.00		248214		
I-166966	6/03/24 PIZZA CFAC	R	7/01/2024	82.50		248214		
I-166968	6/04/24 PIZZA PRAC	R	7/01/2024	15.00		248214		
I-166969	6/04/24 PIZZA CFAC	R	7/01/2024	67.50		248214		
I-166970	6/4/24 CFAC	R	7/01/2024	45.00		248214		
I-166971	6/4 PRAC	R	7/01/2024	15.00		248214		
I-166972	6/4 CFAC	R	7/01/2024	75.00		248214		
I-166973	6/5 PRAC	R	7/01/2024	60.00		248214		
I-166974	6/5 CFAC	R	7/01/2024	135.00		248214		
I-166975	6/5 CFAC	R	7/01/2024	90.00		248214		
I-166976	6/5 PRAC	R	7/01/2024	22.50		248214		
I-166977	6/3 PRAC	R	7/01/2024	15.00		248214		
I-166980	6/5 CFAC	R	7/01/2024	97.50		248214		
I-166981	6/6 CFAC	R	7/01/2024	127.50		248214		
I-166982	6/6 PRAC	R	7/01/2024	37.50		248214		
I-166983	6/6 CFAC	R	7/01/2024	127.50		248214		
I-166984	6/6 PRAC	R	7/01/2024	30.00		248214		
I-166986	6/07/24 CFAC	R	7/01/2024	135.00		248214		
I-166987	6/7 PRAC	R	7/01/2024	37.50		248214		
I-166988	6/07/24 CFAC	R	7/01/2024	120.00		248214		
I-166989	6/18 CFAC	R	7/01/2024	105.00		248214		
I-166990	6/18 PRAC	R	7/01/2024	22.50		248214		
I-166991	6/18 PRAC	R	7/01/2024	22.50		248214		
I-166994	6/18 CFAC	R	7/01/2024	97.50		248214		
I-166995	6/18 PRAC	R	7/01/2024	22.50		248214		
I-166996	6/19 CFAC	R	7/01/2024	60.00		248214		
I-166997	6/19 PRAC	R	7/01/2024	15.00		248214		
I-166998	6/19/24 HAWKEYE	R	7/01/2024	7.50		248214		
I-167007	5/25/24 CFAC	R	7/01/2024	112.50		248214		
I-167008	5/25 PRAC	R	7/01/2024	22.50		248214		
I-167009	5/25 CFAC	R	7/01/2024	67.50		248214		
I-167010	5/26 CFAC	R	7/01/2024	57.50		248214		
I-167011	5/26/24 PRAC	R	7/01/2024	15.00		248214		

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-167012	5/26 CFAC	R	7/01/2024	67.50		248214		
I-167013	5/27 PRAC	R	7/01/2024	15.00		248214		
I-167014	5/27 CFAC	R	7/01/2024	52.50		248214		
I-167056	6/01 PRAC	R	7/01/2024	15.00		248214		
I-167058	5/31 CFAC	R	7/01/2024	15.00		248214		
I-167062	5/27 CFAC	R	7/01/2024	45.00		248214		
I-167063	5/27 PRAC	R	7/01/2024	15.00		248214		
I-167064	5/22/24 CFAC	R	7/01/2024	75.00		248214		
I-167065	5/28 CFAC	R	7/01/2024	67.50		248214		
I-167066	5/28/24 CFAC	R	7/01/2024	67.50		248214		
I-167067	5/28 CFAC	R	7/01/2024	37.50		248214		
I-167070	5/29 CFAC	R	7/01/2024	135.00		248214		
I-167071	5/24 PRAC	R	7/01/2024	37.50		248214		
I-167072	5/29 CFAC	R	7/01/2024	97.50		248214		
I-167073	5/28 PRAC	R	7/01/2024	15.00		248214		
I-167075	5/30 PRAC	R	7/01/2024	37.50		248214		
I-167076	5/30 CFAC	R	7/01/2024	135.00		248214		
I-167077	5/30/24 CFAC	R	7/01/2024	105.00		248214		
I-167078	5/30 CFAC	R	7/01/2024	90.00		248214		
I-167080	5/31 CFAC	R	7/01/2024	135.00		248214		
I-167081	5/31 CFAC	R	7/01/2024	45.00		248214		
I-167082	6/01/24 CFAC	R	7/01/2024	135.00		248214		
I-167083	6/1 PRAC	R	7/01/2024	22.50		248214		
I-167084	6/01 CFAC	R	7/01/2024	52.50		248214		
I-171950	6/07/24 PRAC	R	7/01/2024	15.00		248214		
I-171951	6/7 CFAC	R	7/01/2024	90.00		248214		
I-171952	6/8 PRAC	R	7/01/2024	37.50		248214		
I-171953	6/8 CFAC	R	7/01/2024	120.00		248214		
I-171954	6/8/24 PIZZA HAWKEYE	R	7/01/2024	15.00		248214		
I-171955	6/8 CFAC	R	7/01/2024	120.00		248214		
I-171956	6/8 PRAC	R	7/01/2024	22.50		248214		
I-171957	6/09/24 CFAC	R	7/01/2024	112.50		248214		
I-171958	6/09/24 PRAC	R	7/01/2024	22.50		248214		
I-171959	6/9/24 CFAC	R	7/01/2024	135.00		248214		
I-171960	6/9 PRAC	R	7/01/2024	30.00		248214		
I-171961	6/10 CFAC	R	7/01/2024	35.00		248214		
I-171962	6/10 PRAC	R	7/01/2024	37.50		248214		
I-171963	6/10/24 PRAC	R	7/01/2024	15.00		248214		
I-171964	6/12/24 PIZZA HAWKEYE	R	7/01/2024	7.50		248214		
I-171965	6/10 CFAC	R	7/01/2024	67.50		248214		
I-171966	6/14 CFAC	R	7/01/2024	112.50		248214		
I-171967	6/14 PRAC	R	7/01/2024	45.00		248214		
I-171968	6/14 CFAC	R	7/01/2024	135.00		248214		
I-171969	6/11/24 PIZZA HAWKEYE	R	7/01/2024	22.50		248214		
I-171970	6/12 PRAC	R	7/01/2024	45.00		248214		
I-171971	6/12 CFAC	R	7/01/2024	135.00		248214		
I-171972	6/12/24 PRAC	R	7/01/2024	45.00		248214		
I-171973	6/12 CFAC	R	7/01/2024	157.50		248214		

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

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			DATE				NO	STATUS	AMOUNT
I-171974	6/12 PRAC	R	7/01/2024		22.50		248214		
I-171975	6/12/24 HAWKEYE	R	7/01/2024		15.00		248214		
I-171976	6/14 PRAC	R	7/01/2024		45.00		248214		
I-171977	6/13 PRAC	R	7/01/2024		45.00		248214		
I-171978	06/13/24 CFAC	R	7/01/2024		150.00		248214		
I-171980	6/13 CFAC	R	7/01/2024		112.50		248214		
I-171981	6/13/24 PIZZA HAWKEYE	R	7/01/2024		7.50		248214		
I-171982	6/14 CFAC	R	7/01/2024		150.00		248214		
I-171983	6/14 CFAC	R	7/01/2024		135.00		248214		
I-171985	6/15 CFAC	R	7/01/2024		67.50		248214		
I-171986	6/15 PRAC	R	7/01/2024		30.00		248214		
I-171987	6/15 PRAC	R	7/01/2024		37.50		248214		
I-171988	6/16 CFAC	R	7/01/2024		150.00		248214		
I-171989	6/16 PRAC	R	7/01/2024		22.50		248214		
I-171992	6/16 CFAC	R	7/01/2024		37.50		248214		
I-171993	6/17 CFAC	R	7/01/2024		120.00		248214		
I-171994	6/16 CFAC	R	7/01/2024		120.00		248214		
I-171995	6/17 PRAC	R	7/01/2024		30.00		248214		
I-171996	6/17 CFAC	R	7/01/2024		127.50		248214		
I-171997	6/17 PRAC	R	7/01/2024		30.00		248214		
I-171998	6/17 HAWKEYE	R	7/01/2024		7.50		248214		
I-172951	6/20/24 HAWKEYE	R	7/01/2024		15.00		248214		7,037.50
			*** VENDOR TOTALS ***				1 CHECKS		7,037.50
004839	PLEVA MECHANICAL								
I-5040	SURGE PIT VALVE EXT REPAIR-AC	R	7/01/2024		536.00		248218		536.00
			*** VENDOR TOTALS ***				1 CHECKS		536.00
012147	BRANDON POHLMAN								
I-6/19/2024	STORMWATER BMP REIMBURSEMENT	R	7/01/2024		1,375.00		248219		1,375.00
			*** VENDOR TOTALS ***				1 CHECKS		1,375.00
009386	POMP'S TIRE SERVICE, INC								
I-1400143585	UNIT #103 PARTS	E	7/03/2024		107.09		009832		
I-1400144088	TIRES - SQUAD CARS	E	7/03/2024		540.00		009832		
I-1400144420	UNIT #242 ROAD SERVICE	E	7/03/2024		372.91		009832		1,020.00
			*** VENDOR TOTALS ***				1 CHECKS		1,020.00
007525	DARIUS V POTTS								
I-04/24-06/24	FITNESS 04/24-06/24 FITNESS PELOTON	E	7/03/2024		69.96		009851		69.96
			*** VENDOR TOTALS ***				1 CHECKS		69.96
003247	PRAIRIE AG SUPPLY INC								
I-01-159131	SPRINGS/DRUM/LIQUITUBE/MIS-OCM	R	7/01/2024		114.84		248220		114.84
			*** VENDOR TOTALS ***				1 CHECKS		114.84

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

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007311	PROCTOR MECHANICAL CORPORATION							
I-901816	PIPE REPAIR PRAC	R	7/01/2024	6,652.50		248221		6,652.50
	*** VENDOR TOTALS ***					1 CHECKS		6,652.50
002713	PROTEX CENTRAL INC							
I-150319	FIRE EXTINGUISHER - OCM	R	7/01/2024	514.28		248222		514.28
	*** VENDOR TOTALS ***					1 CHECKS		514.28
007983	PUSH PEDAL PULL INC							
I-384442	STEP ASSYS - ACC	R	7/01/2024	296.00		248223		296.00
	*** VENDOR TOTALS ***					1 CHECKS		296.00
005557	RACOM CORPORATION							
I-INV18174	MAY ACCESS	E	7/03/2024	2,612.73		009815		2,612.73
	*** VENDOR TOTALS ***					1 CHECKS		2,612.73
003960	RDG IA INC							
I-57342 #17	PAY 17-4M CRK/TRIBTRY RESTORE	R	7/01/2024	7,455.50		248224		7,455.50
	*** VENDOR TOTALS ***					1 CHECKS		7,455.50
008509	REDBUD LLC							
I-2174	FACILITIES MOWING	R	7/01/2024	6,688.55		248225		6,688.55
008509	REDBUD LLC							
I-2185	06/16/24-06/22/24 FACILITIES	R	7/01/2024	6,688.55		248226		6,688.55
	*** VENDOR TOTALS ***					2 CHECKS		13,377.10
010224	FARON REED							
I-04/24-06/24FITNESS	04/24-06/24 FITNESS	E	7/03/2024	54.00		009859		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
005746	WALTER REED							
I-06/12/2024	5/29-6/10/24 MEALS	E	7/03/2024	67.36		009848		67.36
	*** VENDOR TOTALS ***					1 CHECKS		67.36
008276	RELIANT FIRE APPARATUS INC							
I-5WI000723	LADDER SENSOR	R	7/01/2024	3,206.11		248227		3,206.11
	*** VENDOR TOTALS ***					1 CHECKS		3,206.11
011822	JON RENSINK							
I-6/10/2024	BOOT REIMBURSEMENT	E	7/03/2024	140.00		009863		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

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003999	RINGCENTRAL INC							
I-CD_000840655	SPECIAL CENSUS PHONE SERVICE	E	7/03/2024	275.06		009804		275.06
	*** VENDOR TOTALS ***					1 CHECKS		275.06
010281	VIKKI RINKER							
I-04/24-06/24FITNESS	04/24-06/24 FITNESS	E	7/03/2024	54.00		009860		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
011464	RJN GROUP, INC.							
I-39920105	CCTV INSPECTION	E	7/03/2024	8,009.80		009839		8,009.80
	*** VENDOR TOTALS ***					1 CHECKS		8,009.80
006366	ROTELLA'S ITALIAN BAKERY INC							
I-A90673	FOOD FOR RESALE - OC	E	7/03/2024	62.96		009820		
I-A92121	FOOD FOR RESALE - OC	E	7/03/2024	68.24		009820		
I-A94645	FOOD FOR RESALE- OC	E	7/03/2024	73.25		009820		
I-A95476	FOOD FOR RESALE - OC	E	7/03/2024	80.56		009820		
I-A97638	FOOD FOR RESALE - OC	E	7/03/2024	48.68		009820		333.69
	*** VENDOR TOTALS ***					1 CHECKS		333.69
004954	CARMEN L SANTEE							
I-04/24-06/24FITNESS	04/24-06/24 FITNESS	E	7/03/2024	54.00		009847		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
012090	JOHN SCHARES							
I-06/05/2024TEST	6/05/24 TESTING FEE	E	7/03/2024	32.29		009864		32.29
	*** VENDOR TOTALS ***					1 CHECKS		32.29
007586	SCHOLASTIC LIBRARY PUBLISHING							
I-60757916	PROGRAM BOOKS - KL	R	7/01/2024	530.75		248228		
I-61255015	MISC BOOKS - KL	R	7/01/2024	500.00		248228		1,030.75
	*** VENDOR TOTALS ***					1 CHECKS		1,030.75
006074	JENNIFER SEASE							
I-06/09/24-06/12/24	6/09/24-6/12/24 TRAVEL RMBSMT	E	7/03/2024	871.85		009817		871.85
	*** VENDOR TOTALS ***					1 CHECKS		871.85
000425	SECRETARY OF STATE							
I-FY25 NOTARY-DS	FY25 NOTARY - D. SCHELLHASE	R	7/01/2024	30.00		248229		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
010821	KRISTINE SEXTON							
I-04/24-06/24FITNESS	04/24-06/24 FITNESS	E	7/03/2024	54.00		009861		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002116	SHATTUCK/RPM INC							
I-17730	SOD -PRSC	E	7/03/2024	274.00		009793		274.00
	*** VENDOR TOTALS ***					1 CHECKS		274.00
004842	THE SHERWIN-WILLIAMS CO							
I-2185-9	PAINT - PD	R	7/01/2024	29.45		248230		29.45
	*** VENDOR TOTALS ***					1 CHECKS		29.45
011405	SHORT ELLIOTT HENDRICKSON INCO							
I-468247 #19 FINAL	PAY 19-FINAL S ANK BVD TRNSMSN	E	7/03/2024	901.93		009837		901.93
	*** VENDOR TOTALS ***					1 CHECKS		901.93
001923	LOCAL GOVERNMENT PROFESSIONAL							
I-2024-IC-0192	ANNUAL WEB/POLICE HOSTING	E	7/03/2024	525.00		009791		525.00
	*** VENDOR TOTALS ***					1 CHECKS		525.00
009078	SITEONE LANDSCAPE SUPPLY HOLDI							
I-142652017-001	IRRIGATION PARTS	R	7/01/2024	1,715.12		248231		1,715.12
	*** VENDOR TOTALS ***					1 CHECKS		1,715.12
003348	SMITH'S SEWER SERVICE INC							
I-455701	MICRO CAM REPAIR - SW	R	7/01/2024	337.50		248232		337.50
	*** VENDOR TOTALS ***					1 CHECKS		337.50
000990	SNYDER & ASSOCIATES INC							
I-119.0975.01D #3	PAY 3-NW NTHLWN UTILITY IMP PH4	E	7/03/2024	13,353.75		009785		
I-120.1113.01 #40	PAY 40-HTT TRNSMSN DRNG IMP	E	7/03/2024	4,821.03		009785		
I-121.0695.01 #35	PAY 35-NE DELWARE RECON	E	7/03/2024	33,140.41		009785		
I-121.0695.01A-2	NE DELWARE AVE RECON	E	7/03/2024	3,921.75		009785		
I-123.0251.01 #13	PAY 13-SE DEL AVE SE 54TH TRFC	E	7/03/2024	10,672.25		009785		
I-123.0584.01 #9	PAY 9-N ANK BVD IMP/1ST/11TH	E	7/03/2024	50,486.25		009785		
I-123.0680.01 #13	PAY 13-S ANK BVD IMP/PET/1ST	E	7/03/2024	19,329.30		009785		
I-124.0171.01 #5	PAY 5-WATERCREST PARK	E	7/03/2024	5,355.20		009785		
I-124.0622.01 #2	PAY 2-SAWGRASS PK DAM IMP	E	7/03/2024	16,301.53		009785		157,381.47
	*** VENDOR TOTALS ***					1 CHECKS		157,381.47
001280	SPRAYER SPECIALTIES INC							
I-1219330-IN	HOSE - PRSC	E	7/03/2024	38.88		009787		38.88
	*** VENDOR TOTALS ***					1 CHECKS		38.88
002339	STAPLES CONTRACT & COMMERCIAL							
I-6002731864	OFFICE SUPPLIES - FD	R	7/01/2024	124.42		248233		
I-6002863702	OFFICE SUPPLIES - FD	R	7/01/2024	293.20		248233		
I-6003278489	FLASH DRIVES - FD	R	7/01/2024	44.91		248233		
I-6003349793	VELLUM PAPER - KL	R	7/01/2024	41.94		248233		504.47
	*** VENDOR TOTALS ***					1 CHECKS		504.47

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005956	GARRON STRATTON							
I-06/10/24-6/11/24	6/10-6/11/24 MEALS	E	7/03/2024	56.59		009849		56.59
	*** VENDOR TOTALS ***					1 CHECKS		56.59
006324	SUN MOUNTAIN SPORTS							
I-1219330	MERCH FOR RESALE - OC	R	7/01/2024	214.50		248234		214.50
	*** VENDOR TOTALS ***					1 CHECKS		214.50
001264	SUNBELT RENTALS INC							
I-153421205-0001	AERIAL LIFT RENTAL-PKS	R	7/01/2024	1,795.86		248235		1,795.86
	*** VENDOR TOTALS ***					1 CHECKS		1,795.86
008803	LISA SWANEPOEL							
I-6/21/24 FITNESS	WELLNESS REIMBURSEMENT	E	7/03/2024	58.17		009855		
I-6/21/24 WELLNESS	WELLNESS REIMBURSEMENT	E	7/03/2024	116.60		009855		174.77
	*** VENDOR TOTALS ***					1 CHECKS		174.77
001814	SWANK MOTION PICTURES INC							
I-DB 3663525	SHARK TALE - P&R	E	7/03/2024	450.00		009789		450.00
	*** VENDOR TOTALS ***					1 CHECKS		450.00
009409	FCH LLC							
I-615700	06/24 SYLVAN BOT LABS CAMP	E	7/03/2024	2,400.00		009833		2,400.00
	*** VENDOR TOTALS ***					1 CHECKS		2,400.00
011545	SSCW FIRE & SAFETY INC.							
I-24698	ANSUL INSPECTION - FS#3	E	7/03/2024	290.00		009841		
I-24699	ANSUL INSPECTION - FS#1	E	7/03/2024	290.00		009841		
I-24704	ANSUL INSPECTION - FS#2	E	7/03/2024	290.00		009841		870.00
	*** VENDOR TOTALS ***					1 CHECKS		870.00
000124	SYSCO IOWA INC							
I-339561447	FOOD FOR RESALE - CFAC	R	7/01/2024	685.43		248236		
I-339563252	FOOD FOR RESALE - CFAC	R	7/01/2024	272.19		248236		
I-339572194	FOOD FOR RESALE - OC	R	7/01/2024	315.49		248236		
I-339574111	FOOD FOR RESALE CFAC	R	7/01/2024	508.21		248236		
I-339583788	FOOD FOR RESALE - CFAC	R	7/01/2024	837.23		248236		2,618.55
	*** VENDOR TOTALS ***					1 CHECKS		2,618.55
008966	THE BUSINESS LETTER INC							
I-77107	TIME EARNED REQUEST - PD	R	7/01/2024	686.49		248237		686.49
	*** VENDOR TOTALS ***					1 CHECKS		686.49

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
006031	KATIE THIELMAN							
I-05/2024	MILEAGE 05/2024 MILEAGE	E	7/03/2024	91.79		009816		91.79
			*** VENDOR TOTALS ***			1 CHECKS		91.79
011959	KAYLEE ROBERTS							
I-06/2024	TIPPITOES 06/24 TIPPIE TOES DANCE	R	7/01/2024	1,260.00		248238		1,260.00
			*** VENDOR TOTALS ***			1 CHECKS		1,260.00
006441	TITAN MACHINERY INC							
I-S00079930-1	UNIT #934 PARTS	R	7/01/2024	785.71		248239		785.71
			*** VENDOR TOTALS ***			1 CHECKS		785.71
004159	TOYNE INC							
I-IN0017839	STRIP LED - FD	R	7/01/2024	350.00		248240		350.00
			*** VENDOR TOTALS ***			1 CHECKS		350.00
006765	TRAFFIC CONTROL CORPORATION							
I-151353	SIGNAL CABINET-CROSSWINDS	E	7/03/2024	29,950.00		009821		
I-151492	PELCO SPECTRA PTZ	E	7/03/2024	5,850.00		009821		
I-151495	PAN TILT ZOOM CAMERA	E	7/03/2024	5,850.00		009821		41,650.00
			*** VENDOR TOTALS ***			1 CHECKS		41,650.00
004713	TRANSIT WORKS							
I-152707	MARKER/CLIPS - ENG	R	7/01/2024	38.40		248241		38.40
			*** VENDOR TOTALS ***			1 CHECKS		38.40
000740	TRIPLETT COMPANIES							
I-455286-0	BUSINESS CARDS-SCHELLHASE	R	7/01/2024	89.00		248242		89.00
			*** VENDOR TOTALS ***			1 CHECKS		89.00
010088	TRUCK CENTER COMPANIES EAST LL							
I-XA301390547:01	#120 #121 PARTS	E	7/03/2024	748.76		009836		748.76
			*** VENDOR TOTALS ***			1 CHECKS		748.76
000468	TRUCK EQUIPMENT INC							
I-314982	UNIT #228 PARTS	E	7/03/2024	672.63		009781		672.63
			*** VENDOR TOTALS ***			1 CHECKS		672.63
007454	TUBE PRO INC							
I-00061187	TUBES - CFAC	R	7/01/2024	819.00		248243		
I-00061187 #2	TUBES - CFAC	R	7/01/2024	668.50		248243		1,487.50
			*** VENDOR TOTALS ***			1 CHECKS		1,487.50

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
003278	DAVIS EQUIPMENT CORPORATION							
I-WI18932	WIRE CONNECTORS - PRSC	E	7/03/2024	378.00		009801		378.00
	*** VENDOR TOTALS ***					1 CHECKS		378.00
000966	U S BANK							
I-05/24 P-CARD STMT	U S BANK	D	6/26/2024	52,565.45		002529		52,565.45
	*** VENDOR TOTALS ***					1 CHECKS		52,565.45
008633	HUNTER UDELHOVEN							
I-06/2024 TUITION	04/24-06/24 TUITION	E	7/03/2024	828.75		009854		828.75
	*** VENDOR TOTALS ***					1 CHECKS		828.75
009428	UMB BANK NA							
I-978012	2015B GO ANN APPR UR BONDS-FEE	D	6/25/2024	250.00		002528		
I-978515	2014G GO REF CLN-FEES	D	6/25/2024	250.00		002528		
I-978545	2015A GO BONDS-FEES	D	6/25/2024	250.00		002528		
I-978593	2016A GO REF BONDS-FEES	D	6/25/2024	250.00		002528		
I-978604	2016B GO BONDS-FEES	D	6/25/2024	250.00		002528		
I-978698	2017A GO BONDS-FEES	D	6/25/2024	250.00		002528		
I-978699	2017B WATER REVENUE BONDS-FEES	D	6/25/2024	250.00		002528		
I-978787	2018A GO BONDS-FEES	D	6/25/2024	300.00		002528		
I-978788	2018B WATER REVENUE BONDS-FEES	D	6/25/2024	300.00		002528		
I-978884	2020A GO BONDS-FEES	D	6/25/2024	600.00		002528		
I-978892	2022A GO BONDS-FEES	D	6/25/2024	600.00		002528		
I-978914	2023B GO BONDS-FEES	D	6/25/2024	600.00		002528		
I-978927	2019B WATER REVENUE BONDS-FEES	D	6/25/2024	600.00		002528		
I-978928	2019A GO BONDS-FEES	D	6/25/2024	600.00		002528		
I-978934	2020B WATER REVENUE BONDS-FEES	D	6/25/2024	600.00		002528		
I-978945	2021A GO BONDS-FEES	D	6/25/2024	600.00		002528		6,550.00
009428	UMB BANK NA							
I-977999	2024A GO BONDS-ACCEPTANCE FEE	D	6/27/2024	300.00		002530		
I-978002	2024B REV BONDS-ACCEPTANCE FEE	D	6/27/2024	300.00		002530		600.00
	*** VENDOR TOTALS ***					2 CHECKS		7,150.00
011876	HD SUPPLY, INC.							
I-INV00374339	MANHOLE COVER LIFT - MU	E	7/03/2024	944.95		009842		
I-INV00375482	MH LID LIFT AND HARD HATS	E	7/03/2024	139.41		009842		
I-INV00386888	WATER SUPPLIES - MU	E	7/03/2024	91.39		009842		1,175.75
	*** VENDOR TOTALS ***					1 CHECKS		1,175.75
010036	USCC SERVICES LLC							
I-0657407417	06/02/24 STATEMENT	R	7/01/2024	579.66		248244		579.66
	*** VENDOR TOTALS ***					1 CHECKS		579.66

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000475	UTILITY EQUIPMENT COMPANY							
I-20057559-000	RISER - MU	E	7/03/2024	88.26		009783		88.26
	*** VENDOR TOTALS ***					1 CHECKS		88.26
004753	LEWIS VANDENBERG							
I-6/11/2024	MAILBOX REPLACEMENT EXPENSES	R	7/01/2024	150.00		248245		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
008174	JUSTIN VANDER LEEST							
I-06/11/24-06/12/24	6/11-6/12/24 MEALS	R	7/01/2024	52.83		248246		52.83
	*** VENDOR TOTALS ***					1 CHECKS		52.83
005012	VAN-WALL EQUIPMENT INC							
I-6264294	UNIT #811 GROMMET	E	7/03/2024	10.28		009812		
I-6275822	UNIT #864 SWITCH	E	7/03/2024	33.50		009812		43.78
	*** VENDOR TOTALS ***					1 CHECKS		43.78
007560	CORY VAUDT							
I-6/19/24	QUARTERLY STIPEND/MD CELL - FD	E	7/03/2024	3,870.00		009852		3,870.00
	*** VENDOR TOTALS ***					1 CHECKS		3,870.00
000519	VERMEER SALES & SERVICE IOWA							
I-P0622705	UNIT #260 PARTS	E	7/03/2024	133.13		009784		133.13
	*** VENDOR TOTALS ***					1 CHECKS		133.13
012115	TY PRESCOTT WALKER							
I-06/2024 TENNIS	06/2024 TENNIS CLINIC	E	7/03/2024	340.00		009870		340.00
	*** VENDOR TOTALS ***					1 CHECKS		340.00
002569	WASTE CONNECTIONS INC							
I-3667500T071	06/2024 WASTE SERVICES AMP	R	7/01/2024	48.87		248247		
I-3667501T071	6/1-6/30/24 WASTE SVCS - CFAC	R	7/01/2024	195.43		248247		
I-3667504T071	6/1-6/30/24 WASTE SVCS - FS#2	R	7/01/2024	65.15		248247		
I-3667505T071	06/2024 WASTE SVCS ACC/FS1	R	7/01/2024	284.63		248247		
I-3667506T071	6/1-6/30/24 WASTE SVCS - FS#3	R	7/01/2024	65.15		248247		
I-3667507T071	06/2024 WASTE SVCS KL	R	7/01/2024	105.66		248247		
I-3667508T071	06/2024 WASTE SVCS-HAWKEYE	R	7/01/2024	48.87		248247		
I-3667509T071	06/2024 WASTE SVCS OC PRO	R	7/01/2024	260.58		248247		
I-3667510T071	06/2024 WASTE SVCS -OCM	R	7/01/2024	97.73		248247		
I-3667511T071	6/1-6/30/24 SVCS - MAINT FAC	R	7/01/2024	301.09		248247		
I-3667512T071	06/2024 WASTE SVCS - PRSC	R	7/01/2024	260.58		248247		
I-3667513T071	06/2024 WASTE SERVICES-PKS MNT	R	7/01/2024	260.58		248247		
I-3667514T071	06/2024 WASTE SVCS - PD	R	7/01/2024	65.15		248247		
I-3667515T071	6/1-6/30/24 WASTE SVCS - PRAC	R	7/01/2024	130.28		248247		
I-3667516T071	06/2024 WASTE SVCS - PRSC	R	7/01/2024	252.99		248247		
I-3667518T071	06/2024 WASTE SVCS PRSC	R	7/01/2024	119.34		248247		
I-3667519T071	06/2024 WASTE SVCS-WASTEWATER	R	7/01/2024	96.96		248247		2,659.04
	*** VENDOR TOTALS ***					1 CHECKS		2,659.04

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/20/2024 THRU 7/03/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
012035	DUSTIN WEST							
I-07/11/2024	BEATS	7/11/24	BEATS AND EATS	R	7/01/2024	1,500.00	248248	1,500.00
*** VENDOR TOTALS ***						1	CHECKS	1,500.00

008820	SIouxLAND TURF PRODUCTS INC							
I-194403	HEALTHY GRO NUFARM-OCM	E	7/03/2024	716.00		009827		
I-194715	WETTING AGENT-PRSC	E	7/03/2024	3,692.00		009827		4,408.00
*** VENDOR TOTALS ***						1	CHECKS	4,408.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	212	1,216,886.09	0.00	1,216,886.09
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	59,715.45	0.00	59,715.45
EFT:	100	645,609.00	0.00	645,609.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00	
		VOID CREDITS	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APFNB TOTALS:	315	1,922,210.54	0.00	1,922,210.54
BANK: APFNB TOTALS:	315	1,922,210.54	0.00	1,922,210.54
REPORT TOTALS:	315	1,922,210.54	0.00	1,922,210.54

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny

VENDOR: ALL

BANK CODES: Include: APFNB

FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 6/20/2024 THRU 7/03/2024

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 1, 2024
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:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of an AR331 Jacobsen Mower from Davis Equipment Corporation for the Otter Creek Golf Course.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

The AR331 Jacobsen Mower is included in the FY25 budget.

CITY MANAGER'S RECOMMENDATIONS:

Adopt **RESOLUTION** authorizing the purchase of an AR331 Jacobsen Mower as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Quote

RESOLUTION NO. 2024 –

**A RESOLUTION AUTHORIZING THE PURCHASE OF AN AR331 JACOBSEN MOWER AT
OTTER CREEK GOLF COURSE FOR USE IN THE PARKS & RECREATION DEPARTMENT’S FLEET**

WHEREAS, the City of Ankeny desires to purchase a replacement mower which will be used by the Parks & Recreation Department at Otter Creek Golf Course, and;

WHEREAS, bids have been solicited from equipment suppliers for the proposed mower with the low bid of \$40,500.00 being submitted by Davis Equipment Corporation, and;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposal from Davis Equipment Corporation, in the total amount of \$40,500.00 is hereby accepted for the purchase of a mower.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order from the FY2025 funds to facilitate the purchase of said mower.

DATED this 1st day of July 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk





ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of splash pad equipment from Landscape Structures, Inc. for the Watercrest Park Expansion project.

EXECUTIVE SUMMARY:

This agenda item seeks approval of a purchase order with Aquatix by Landscape Structures, Inc. for Splash Pad features and mechanical components of the equipment at the Watercrest Park Expansion project.

For the purchase of the playground and water play equipment, the City is using the Sourcewell purchasing and service cooperative, which is consistent with the City's procurement policies. The benefits of purchasing through Sourcewell include pre-qualification of vendors, streamlined procurement, and reduced pricing.

FISCAL IMPACT: **No**

The City incorporated the splash pad budgeting and components into the 2024-2028 Capital Improvement

Program.

CITY MANAGER'S RECOMMENDATIONS:

Administration recommends approving a purchase order with Aquatix by Landscape Structures in the amount of \$73,937.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Quote
 Splash Pad Concept

RESOLUTION 2023 –

**A RESOLUTION AUTHORIZING THE PURCHASE OF SPLASH PAD EQUIPMENT
FROM LANDSCAPE STRUCTURES INC. FOR THE WATERCREST PARK EXPANSION PROJECT**

WHEREAS, the City of Ankeny desires to purchase splash pad equipment for the Watercrest Park Expansion project, and;

WHEREAS, the City of Ankeny, being a member of the Sourcewell, can take advantage of nationally leveraged and competitively solicited purchasing contracts, and;

WHEREAS, through the Sourcewell membership the City of Ankeny is able to purchase the splash pad materials from Landscape Structures, Inc. in the amount of \$73,937.00 (Contract #010521-LSI) and;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposal from Landscape Structures, Inc. in the amount of \$73,937.00 is hereby accepted.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order from the 2024 Capital Improvements Program funds to facilitate the purchase of the splash pad equipment.

DATED this 1st day of July 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Quote Date: May 30, 2024
Sales Rep: Diane Witt, West Des Moines, IA Location
515.802.9861
diane@outdoorrec.net
Terms: Net 30 days

Opportunity No. : 1184695-01-01
Project: AquaSmart Package B
Location: WaterCrest Park 4320 NW 5th St, Ankeny, IA 50021
Attn: Nick Lenox, Ankeny Parks & Recreation
Phone: 515-963-3576
Email: nlenox@ankenyiowa.gov

Qty	Description	Total
LS	Aqutaix By Landscape Structures, Inc. Splash Pad Water Play Features. Materials only. See attached itemized quote.	\$ 45,792.90
LS	Aqutaix By Landscape Structures, Inc. Mechanical Components per the attached itemized quote.	\$ 24,104.64
SUBTOTAL		\$ 69,897.54
Sourcewell Purchasing Contract No. 010521-LSI Discount		\$ (3,494.88)
SUBTOTAL w/ DISCOUNT		\$ 66,402.66
LS	Aqutaix By Landscape Structures, Inc. s System Startup and Training Services: provide (1) factory direct technician for (2) days of system startup, balancing, and owner training. Aquatix requires 2-4 weeks advance notice depending on seasonal demand.	\$ 3,060.00
QUOTE VALID FOR 30 DAYS		Subtotal \$ 69,462.66
Sale Tax will need to be added if not tax exempt. Tax exemption certificate provided at time of order. If not tax exempt, sales tax will be added.		Freight \$ 3,090.00
		Sales Tax Not Included
		Total \$ 72,552.66

NOTES:

- * Quote Does Not Include Installation or Required Safety Surfacing.
- * Quote Assumes Purchase Through SourceWell Contract No. 010521-LSI, Sourcewell Member Account #67120 (City of Ankeny)

TO PLACE ORDER THE FOLLOWING MUST BE PROVIDED:

- *'Submittal Approval Form' approving equipment and color selection must be signed prior to order.
- *'Customer Order Form' must be filled out and provided prior to order.
- * A Purchase Order made out to Landscape Structures is required for purchasing through the National Contract.
Landscape Structures 601 7th Street South, Delano, MN 55328
- *Tax exempt certificate, if applicable.

Terms of Sale

<https://www.sourcewell-mn.gov/cooperative-purchasing/010521-lsi>

SERVICE CHARGES OF 3% OF THE TOTAL BILL WILL BE CHARGED ON ALL PAST DUE INVOICES.

To Accept this quotation, sign & date here and return: _____

THANK YOU FOR YOUR BUSINESS



Proposal

Dated:	5/30/2024	Project Name:	WaterCrest Park AquaSmart Package B
Prepared By:	Diane Witt Outdoor Recreation Products 402-289-0400 diane@outdoorrec.net	Aquatix Proposal Number:	1184695-01-01
		Total GPM:	59

It is our understanding that Aquatix by Landscape Structures is to provide the following water play features for the above referenced project.

Water Play Features

<u>Qty</u>	<u>Description</u>	<u>Model #</u>	<u>Unit Sales Price</u>	<u>Final Sales Price</u>
1	BloomBurst Set	AQ101097	\$12,220.00	\$12,220.00
1	DragonFlier	AQ100999	\$10,290.00	\$10,290.00
1	FloraSwirl	AQ100865	\$6,610.00	\$6,610.00
1	Tot Size WellSpring w/Acrylic	AQ100830	\$2,880.00	\$2,880.00
2	Crown Jet- SS	AQ101167	\$735.00	\$1,470.00
2	Jr. Water jewel - SS	AQ101165	\$735.00	\$1,470.00
1	Mini Outward Spray Ring - SS - PVC	AQ101147	\$9,955.00	\$9,955.00
				\$44,895.00

Water play feature design notes:

- All above water play features are to be the standard product of Aquatix by Landscape Structures.
- All ground spray features are imbed and installed prior to concrete being poured.
- Pricing reflects painted products.
- * Additional fees may apply for products to be powdercoated.
- * Any surface finishes shown on renders are conceptual and provided by others.
- * Level mounting area required for all products.
- * Recommended Pool Water Depths:
 - Do not exceed 6" water depth on ground sprays and structures up to 24" tall
 - Do not exceed 12" water depth on structures up to 48"
 - Do not exceed 18" water depth on structures taller than 48"
 - Do not exceed 12" water depth on Multi Level platforms . No water spray or crawl tunnels to be underwater.

Mechanical Components

HydroLogix® System

\$23,632

1 HydroLogix

The activator is a non-electrical water delivery system. System to consist of activation bollard, distribution manifold and collection drain housed in a stainless steel body. All internal components and mechanisms to be either stainless steel or brass. Ideal water pressure for this system is 30psi-40psi which will deliver 60gpm water flow. The unit will have (6) 1" discharges that have gate valves for balancing flows to water events. Activation duration to be adjustable up to 90 seconds long. Requires a 4" drain to storm or retention. Winterization cover provided. A Splash Pad User Sign is provided.

1 On/Off Timer

To consist of a 2" battery operated solenoid valve with programable hours of operation. Can be housed above or below ground.

1 Valve Box

To consist of a plastic burial valve box.

1 Underground Plumbing Package

A pre-engineered plumbing system that consists of HPDE tubing, brass fittings and stainless steel crimp connectors. Package to include tube stakes and adjustable embed mounting stakes.

Mechanical system design notes:

- All mechanical components are per the described products above. If there are code requirements that have different product capabilities, Aquatix will need to be notified for a revised proposal. Aquatix is not responsible for specific code related requirements.
- Standard HydroLogix systems DO NOT include an underground plumbing package.

Services

System Startup and Training:

\$3,000

Aquatix by Landscape Structures to provide (1) factory direct technician for (2) day of system startup, balancing, and owner training. Aquatix requires 2-4 weeks advance notice depending on seasonal demand.

Pricing Summary

Total Price for Equipment as Described Above:

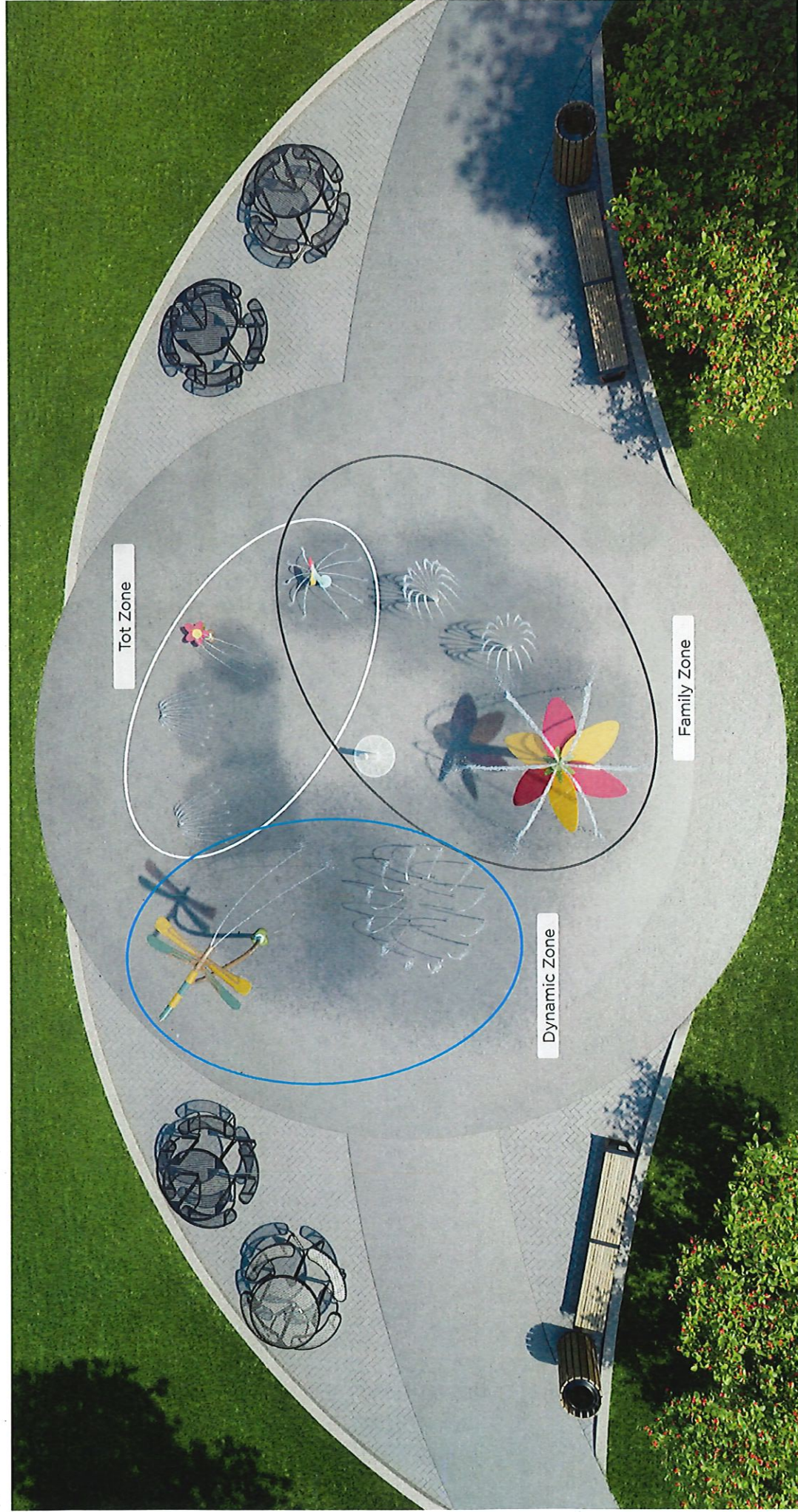
\$73,937

General Conditions

- *Terms of payment are Net 30. A deposit may be required dependent on receiving an LSI signed credit agreement and credit review
 - *Proposal is subject to the attached terms and conditions.
 - *Proposal and pricing valid for 30 days.
 - *All pricing provided is in USD.
 - *This proposal and pricing is based on our interpretation of the sections of the RFP or specification that have been made available to us. Exceptions have been noted where ever possible. In the event of a conflict between the language in the specification and the proposal, the language in the proposal takes precedence and is the basis of the proposed pricing. Aquatix by Landscape Structures reserves the right to reject any order based on differences in pricing. Aquatix by Landscape Structures reserves the right to reject any order based on differences in interpretation of the specification, or for any reason, at the time an order is tendered.
 - *Aquatix by Landscape Structures will not initiate work with out a fully executed contract or purchase order. Fabrication will not be initiated until complete submittal approvals have been received.
 - *Submittals will be provided upon receipt of a fully executed contract or purchase order.
 - *The proposed equipment can generally be shipped within 8-10 weeks after receipt of completely approved submittals. Lead time will be updated at the time of order execution.*
 - *Sales tax is not included in the prices quoted. All applicable Federal, State and Local sales or use taxes must be paid by the customer.
 - *Freight is FOB Delano, MN.
 - *RETURN POLICY: As an indication of our commitment to our customers, Aquatix by Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts, as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.
- If you have any questions or comments concerning this information, please feel free to call me at 515-802-9861
Thank you for the opportunity to bid on this project.
- Sincerely,

Diane Witt
Outdoor Recreation Products







ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Human Resources

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Motion to suspend the practices of Iowa Code Chapter 400 Civil Service, section 400.8 [Original entrance examination - Appointments], subsection 2, and 400.11 [Names certified - temporary appointment], subsection 1a, for the hiring of civil service positions for July 1, 2024 to June 30, 2025, as authorized by the passing of SF 2205 that was signed by Governor Reynolds and effective for 7/1/2024.

EXECUTIVE SUMMARY:

The Iowa legislature passed a revision to Chapter 400, Civil Service, that allows for cities to suspend the requirement for a civil service examination and certified lists for positions covered by this code section. Doing so would allow cities the flexibility to hire and attract more applicants without the burdensome and time-consuming restraints based upon current policy.

The new law requires the City Council to authorize suspending the requirements annually if it so chooses to do so. Staff would like to use fiscal year 2025 as a "pilot" year to determine the impacts on the City's recruitment timelines and other impacts on employee recruitment.

Senate File 2205 is attached.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend approval of motion to suspend the practices of Iowa Code Chapter 400 Civil Service, section 400.8 [Original entrance examination - Appointments], subsection 2, and 400.11 [Names certified - temporary appointment], subsection 1a, for the hiring of civil service positions for July 1, 2024 to June 30, 2025, as authorized by the passing of SF 2205 that was signed by Governor Reynolds and effective for 7/1/2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

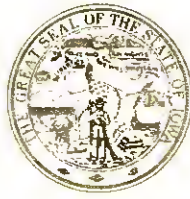
PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 SF2205



KIM REYNOLDS
GOVERNOR

OFFICE OF THE GOVERNOR

ADAM GREGG
LT GOVERNOR

April 10, 2024

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

Senate File 2205, an Act relating to requirements for the hiring of civil service positions.

The above Senate File is hereby approved on this date.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Reynolds", written over a light blue circular stamp.

Kim Reynolds
Governor of Iowa

cc: Secretary of the Senate
Clerk of the House



Senate File 2205

AN ACT
RELATING TO REQUIREMENTS FOR THE HIRING OF CIVIL SERVICE
POSITIONS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 400.8, subsection 2, Code 2024, is amended to read as follows:

2. a. The commission shall establish the guidelines for conducting the examinations under subsection 1 of this section. The commission shall hire persons with expertise to prepare and administer the examinations approved by the commission. It may also hire persons with expertise to consult in the preparation of such examinations if the persons so hired are employed to aid personnel of the commission in assuring that a fair examination is conducted. A fair examination shall explore the competence of the applicant in the particular field of examination.

b. An applicant who has successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy does not need to retake a civil service examination upon changing employment from one Iowa law enforcement agency to another Iowa law enforcement agency, or upon becoming employed by more than one Iowa law enforcement agency simultaneously, if the applicant has previously passed a civil service examination when the applicant was initially hired as a certified peace officer and if, without a break of not more than one hundred eighty days from prior law enforcement service, the applicant is hired by another Iowa law enforcement agency. However, the applicant shall complete and pass the applicable physical examination provided in subsection 1 prior to beginning the new employment.

Sec. 2. NEW SECTION. 400.12A Hiring practices — suspension — reinstatement.

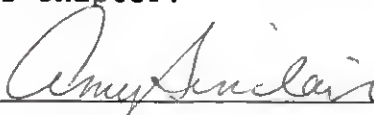
1. A city council, by majority vote, may suspend the practices specified in subsection 2 that are generally required pursuant to this chapter for the hiring of an employee of a department governed by civil service. A suspension shall not be in effect for more than one year, but a city council may immediately vote to implement a new suspension of the required practices upon the expiration of the prior suspension. Upon the expiration of a suspension, hiring practices required under this chapter shall be immediately reinstated for the applicable positions. A city council, by majority vote, may reinstate hiring practices suspended pursuant to this section prior to the expiration of the suspension. A subsequent vote to suspend required hiring practices, even if the vote occurs prior to the original expiration date of the prior suspension, shall be considered a vote for a new suspension.

2. The provisions of section 400.11, subsection 1, paragraph "a" may be suspended as provided in subsection 1.

3. a. This section does not relieve an employee of a department governed by civil service from the requirements to complete all examinations and tests applicable to those persons for positions subject to the provisions of this chapter.

b. This section shall not be construed to preclude an

employee of a department governed by civil service from accessing rights, benefits, or privileges provided outside of this chapter.

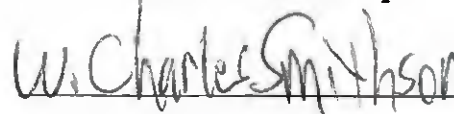


AMY SINCLAIR
President of the Senate



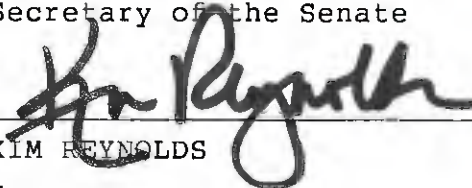
PAT GRASSLEY
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 2205, Ninetieth General Assembly.



W. CHARLES SMITHSON
Secretary of the Senate

Approved April 10th, 2024



KIM REYNOLDS
Governor



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 the final plat for Brazelton Estates, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

EXECUTIVE SUMMARY:

Brazelton Estates is a 79.69-acre (+/-) plat situated southeast of the Ankeny corporate limits, and generally located southeast of the intersection at NE 94th Avenue/E 1st Street and SE Frisk Drive. The plat lies within the state statutory two-mile subdivision review area for the City of Ankeny, and is located within the City of Ankeny Planning Boundary.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on June 18, 2024.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

RESOLUTION

RESOLUTION ACCEPTING THE FINAL PLAT FOR BRAZELTON ESTATES, SUBJECT TO APPLICABLE POLK COUNTY SUBDIVISION REQUIREMENTS IN LIEU OF CITY OF ANKENY SUBDIVISION REGULATIONS

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended City Council approval of the final plat for Brazelton Estates on the 18th day of June, 2024; and

WHEREAS, the Commission also recommended that the subdivision comply with applicable Polk County Subdivision Requirements in lieu of the Ankeny Subdivision Regulations; and

WHEREAS, the plat area is located within the two-mile subdivision review authority of the City of Ankeny, Iowa, and is within the City of Ankeny Planning Boundary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the final plat for Brazelton Estates is hereby approved, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

PASSED AND APPROVED this 1st day of July, 2024.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, June 18, 2024

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

CALL TO ORDER

Chair Ted Rapp called the June 18, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Randy Weisheit, Trina Flack, Lisa West, and Todd Ripper. Absent: Glenn Hunter and Annette Renaud. Staff present: Eric Jensen, Eric Carstens, Bryan Morrissey, Derek Silverthorn, Jake Heil, Ryan Kirschman, and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the June 18, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 5 – 0.

CONSENT AGENDA ITEMS

Item #5. Brazelton Estates - Final Plat (County)

Motion to recommend City Council approval of the Brazelton Estates Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

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

OWNERS

GARY L. BRAZELTON
2731 NE 94TH AVENUE
ANKENY, IOWA 50021
(515) 490-1261
TBRAZELTON1961@GMAIL.COM

PATSY A. BRAZELTON
2821 NE 94TH AVENUE
ANKENY, IOWA 50021
(515) 490-1261
TBRAZELTON1961@GMAIL.COM

APPLICANT

TODD BRAZELTON, EXECUTOR
PATSY A. BRAZELTON ESTATE
204 6TH STREET NW
MITCHELLVILLE, IOWA 50169
(515) 490-1261
TBRAZELTON1961@GMAIL.COM

ENGINEER/SURVEYOR

McCLURE ENGINEERING
335 SE ORALABOR ROAD
ANKENY, IOWA 50021
(515) 204-3430
SZIMMERMAN@MCCLUREVISION.COM
ATTN: STEPHEN L. ZIMMERMAN II

BULK REGULATIONS

ZONING : AT - AGRICULTURAL TRANSITION

AT BULK REGULATIONS:

FRONT YARD SETBACK: 50 FEET
SIDE YARD SETBACK: 15 FEET
REAR YARD SETBACK: 50 FEET

FLOOD INFORMATION

PANEL NUMBER: 19153C0210F

EFFECTIVE DATE: 2/1/2019

ZONE: ZONE X - AREA OF MINIMAL FLOOD HAZARD

PANEL NUMBER: 19153C0205F

EFFECTIVE DATE: 2/1/2019

ZONES:

ZONE X - AREA OF MINIMAL 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

ZONE AE - FLOOD HAZARD AREA WITH BASE FLOOD ELEVATIONS

REGULATORY FLOODWAY

SITE USAGE

LOT 1 - AGRICULTURAL
LOT 2 - AGRICULTURAL
OUTLOT X - AGRICULTURAL
OUTLOT Y - AGRICULTURAL
OUTLOT Z - AGRICULTURAL

WATER AND SEWER DISPOSAL NOTES

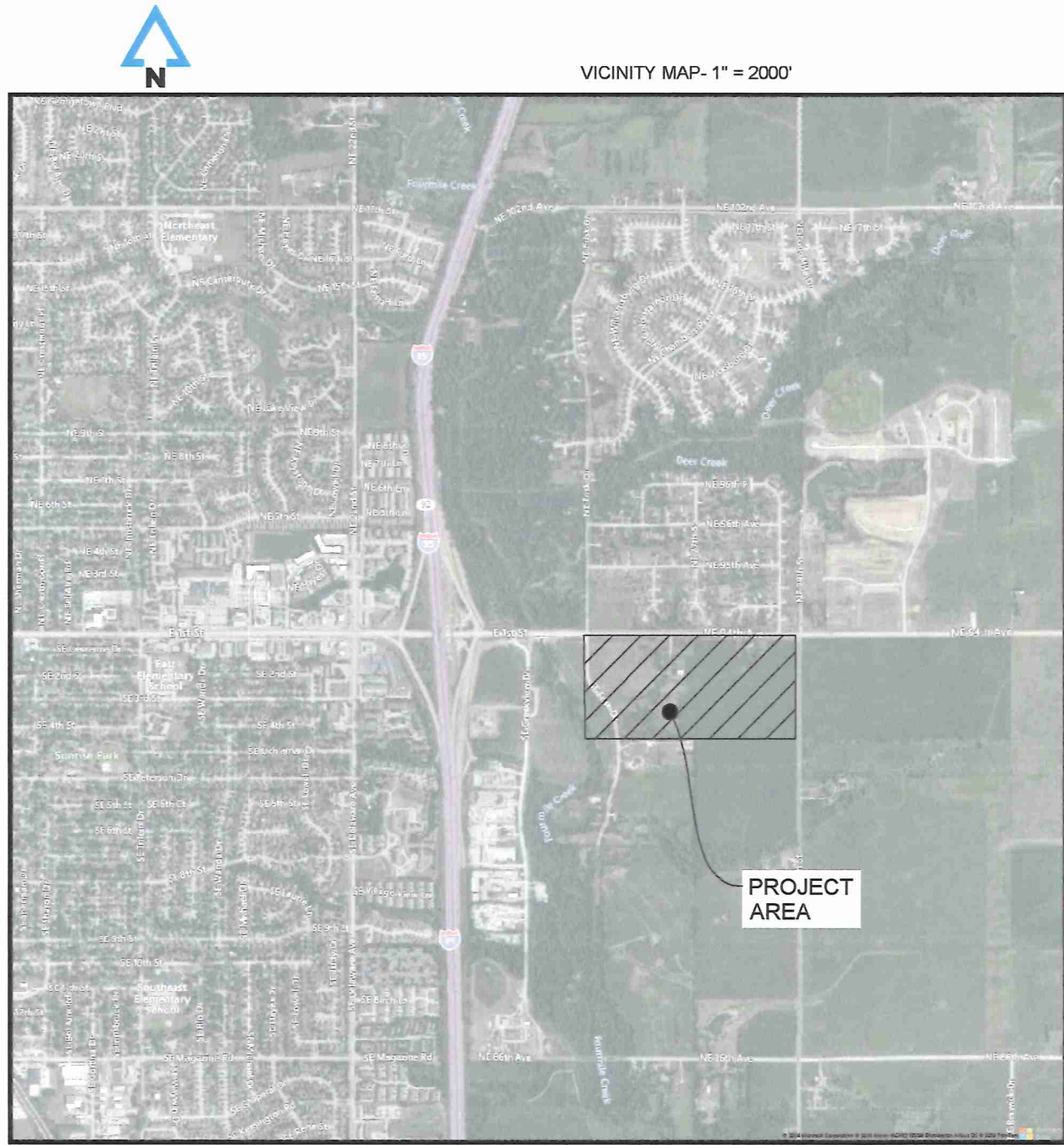
- 1) 2731 AND 2821 NE 94TH AVENUE EACH HAVE A WELL THAT PROVIDES WATER.
2) 2731 AND 2821 NE 94TH AVENUE EACH HAVE A SEPTIC SYSTEM.

WETLANDS

INFORMATION OBTAINED FROM THE NATIONAL WETLANDS INVENTOY WETLANDS MAPPER.
PER PHOTO-INTERPRETATION A PART OF LOT 2 IS SHOWN AS CONTAINING A RIVERINE SYSTEM
CODED AS R4SBC (RIVERINE, INTERMITTENT, STREAMBED, SEASONALLY FLOODED).

BRAZELTON ESTATES
MINOR SUBDIVISION - FINAL PLAT

INDEX LEGEND
Douglas Township
Polk County
NE1/4
Section 19-T80N-R23W
Proprietors: Patsy A. Brazelton & Gary D. Brazelton
Requested by: Todd Brazelton
Surveyor: Stephen L. Zimmerman II
Company: McClure
Prepared By & Return To: Stephen L. Zimmerman II
335 SE Oralabor Road
Ankeny, IA 50021



GENERAL NOTES

- MAILBOXES WITHIN THE ROAD RIGHT-OF-WAY SHALL BE OF A BREAKAWAY DESIGN.
- ANY SUBSURFACE DRAINAGE FACILITIES THAT ARE DISTURBED MUST BE RESTORED OR REROUTED BY THE PROPERTY OWNER
- SERVICES TO ALL UTILITIES LOCATED ON THE OPPOSITE SIDE OF THE ROADWAY MUST BE BORED UNDER THE ROADWAY AT THE LOT OWNER'S EXPENSE.
- MAINTENANCE OF ALL DRAINAGE EASEMENTS TO BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- CULVERTS TO BE USED FOR CROSSING DRAINAGE EASEMENTS MUST BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER.
- DUE TO SOIL TYPES, LIMITATIONS, AND DISTURBANCE, ALTERNATIVE SEPTIC SYSTEMS MAY BE REQUIRED. INDIVIDUAL WASTEWATER TREATMENT SYSTEMS SHALL BE DESIGNED BY AN ENGINEER.
- ANY ACCESS RESTRICTION MAY BE REVISED OR REMOVED BY THE POLK COUNTY PUBLIC WORKS DEPARTMENT, OR THE CITY OF ANKENY IF ANNEXED.
- BASIS OF BEARINGS ESTABLISHED FROM GNSS OBSERVATIONS. THE MAP PROJECTION USED IS THE IOWA REGIONAL COORDINATE SYSTEM ZONE 8.
- STREET LIGHTS AND SIDEWALKS WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS, IF ANNEXED BY THE CITY OF ANKENY.
- OUTLOTS WILL NEED TO BE PLATTED IN COMPLIANCE WITH CITY OF ANKENY SUBDIVISION REGULATIONS PRIOR TO DEVELOPMENT, IF ANNEXED BY THE CITY OF ANKENY.
- 60' HALF RIGHT-OF-WAY WILL BE REQUIRED FOR E 1ST/ ST/NE 94TH/ AVE, IF ANNEXED BY THE CITY OF ANKENY. ALL LOTS (INCLUDING LOT 1 & 2) WILL BE REQUIRED TO DEDICATE 60' HALF ROW AT THE TIME OF ANNEXATION.
- STREET LOT A TO BE DEDICATED TO POLK COUNTY FOR STREET PURPOSES.
- THIS PLAT IS PREPARED USING THE CLUSTER DEVELOPMENT OPTION, REQUIRING 95% OR 69.62 ACRES OF OPEN SPACE. THE OPEN SPACE IS PROVIDED BY THE AREA WITHIN OUTLOTS X, Y AND Z AS WELL AS THE OPEN SPACE EASEMENTS DESIGNATED ON LOTS 1 AND 2. THESE AREAS SHALL BE PRESERVED AS PERMANENT, UNBUILDABLE OPEN SPACE WHILE THE PROPERTIES REMAIN WITHIN UNINCORPORATED POLK COUNTY.
- PRIOR TO RE-PLATTING, THE EXISTING HOMES AT 2731 AND 2821 NE 94TH AVENUE WERE SITUATED ON SEPARATE PARCELS OF RECORD (PRE-1990), WITH A COMBINED AREA OF APPROXIMATELY 12.20 ACRES. THE REMAINING FARM GROUND ON THE RESIDUAL PART OF THE PROPERTY PRIOR TO THIS RE-PLATTING CONTAINED ONE (1) ADDITIONAL SINGLE-FAMILY DEVELOPMENT RIGHT. HOWEVER, THROUGH THIS PROPOSED RE-PLATTING THAT DEVELOPMENT RIGHT IS EFFECTIVELY ELIMINATED DUE TO THE CONFIGURATION OF OUTLOT Z AT APPROXIMATELY 42.65 ACRES IN SIZE AND THE DESIGNATION OF ALL REMAINING BUILDABLE AREA TO LOTS 1 AND 2. OUTLOTS X, Y AND Z ARE RESTRICTED TO OPEN SPACE USE ONLY AND CANNOT BE RE-PLATTED FOR BUILDING PURPOSES WITHIN UNINCORPORATED POLK COUNTY.
- THE EXISTING WOODLAND IDENTIFIED ON THE PLAT ARE SUBJECT TO THE PROTECTION REQUIREMENTS LISTED IN ARTICLE 7, SECTION 4 "NATURAL RESOURCE PROTECTION, WOODLANDS" OF THE POLK COUNTY ZONING ORDINANCE.
- WHEN DEVELOPING NEW PLATS CONSIDER LOCATIONS OF EXISTING SEPTIC SYSTEMS. SEPTIC SYSTEMS MUST BE 10' AWAY FROM LOT LINES. WASTEWATER DISPOSAL FOR NEW RESIDENCE WILL BE DETERMINED BY A SOIL TEST CONDUCTED BY A CERTIFIED ENGINEER SUBMITTED IN AN APPLICATION TO POLK COUNTY BY A CERTIFIED CONTRACTOR. ALTERNATIVE TYPE SYSTEMS MAY BE REQUIRED DUE TO SOIL TYPES AND SITE LIMITATIONS.
- THESE EASEMENTS ARE INTERPRETED TO BE PLACED IN THESE LOCATIONS BASED UPON THE SENIORITY OF THE ROAD EASEMENTS TO THE UTILITY EASEMENTS, AND UTILITY FIELD LOCATES.

ROLL CALL Plan & Zoning Commission Ankeny, IA	
Date	June 13, 2024
Ayes	5
Nays	0
Abstain	1
Absent	2
APPROVED	
J. R. [Signature]	Chairperson
[Signature]	Secretary



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.

STEPHEN L. ZIMMERMAN II
MY LICENSE EXPIRATION DATE IS DECEMBER 31, 2024

PAGES OR SHEETS COVERED BY THIS SEAL: PAGES 1, 2 & 3

DATE SURVEYED: 1/17/2024

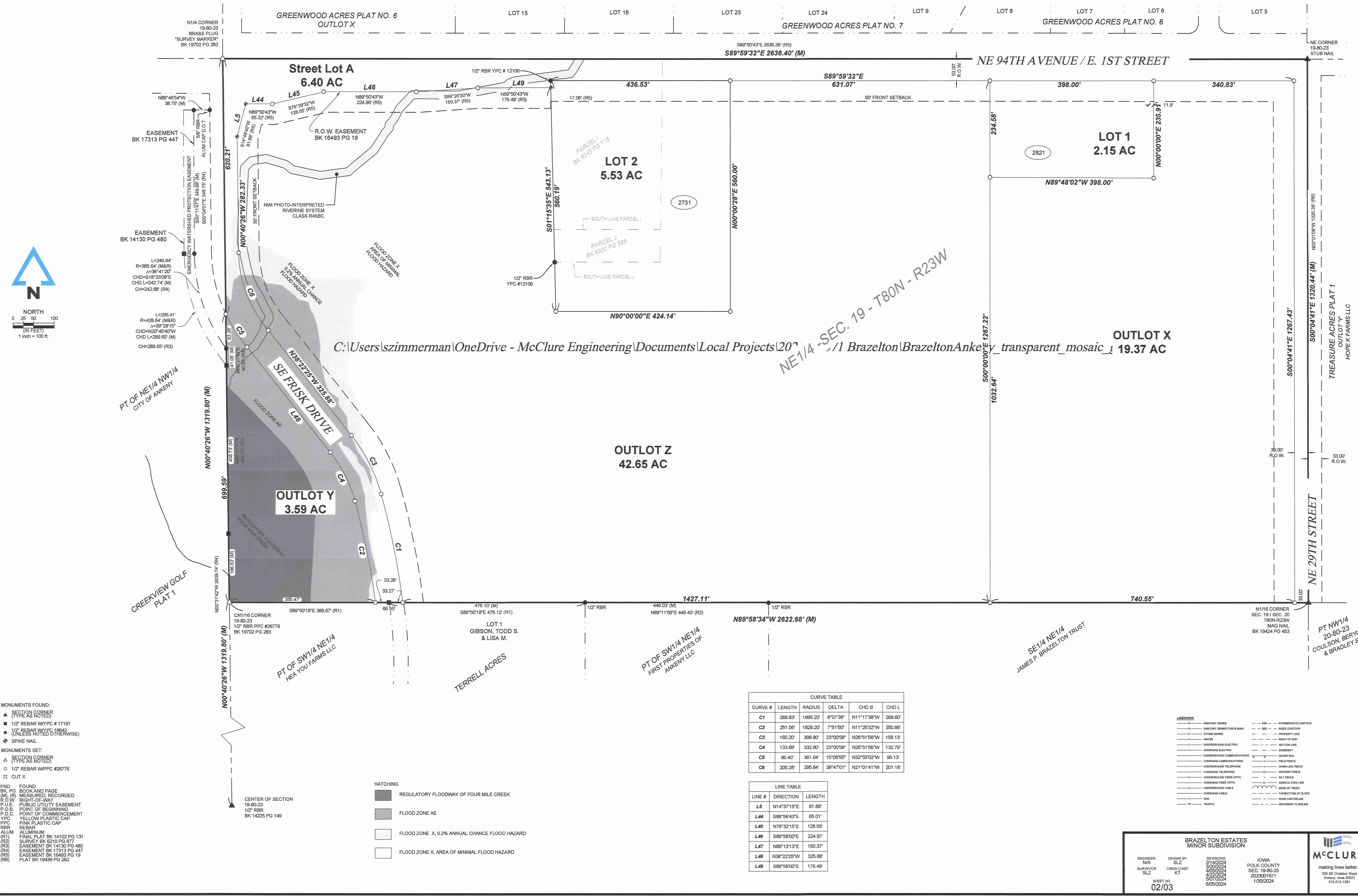
DATE: 6/20/24

BRAZELTON ESTATES MINOR SUBDIVISION			
ENGINEER N/A	DRAWN BY SLZ	REVISIONS 02/14/2024 3/23/2024 4/15/2024 4/23/2024 5/07/2024 6/05/2024	IOWA POLK COUNTY SEC. 19-40-23 2023011671 1/30/2024
SURVEYOR SLZ	CREW/CHIEF KT		
SHEET NO. 01/03			



BRAZELTON ESTATES

MINOR SUBDIVISION - FINAL PLAT





*Plan and Zoning Commission
Staff Report*

Meeting Date: June 18, 2024

Agenda Item: Brazelton Estates – Final Plat (County)

Report Date: June 11, 2024

Prepared by: Derek Silverthorn
Associate Planner

EJC

Staff Recommendation

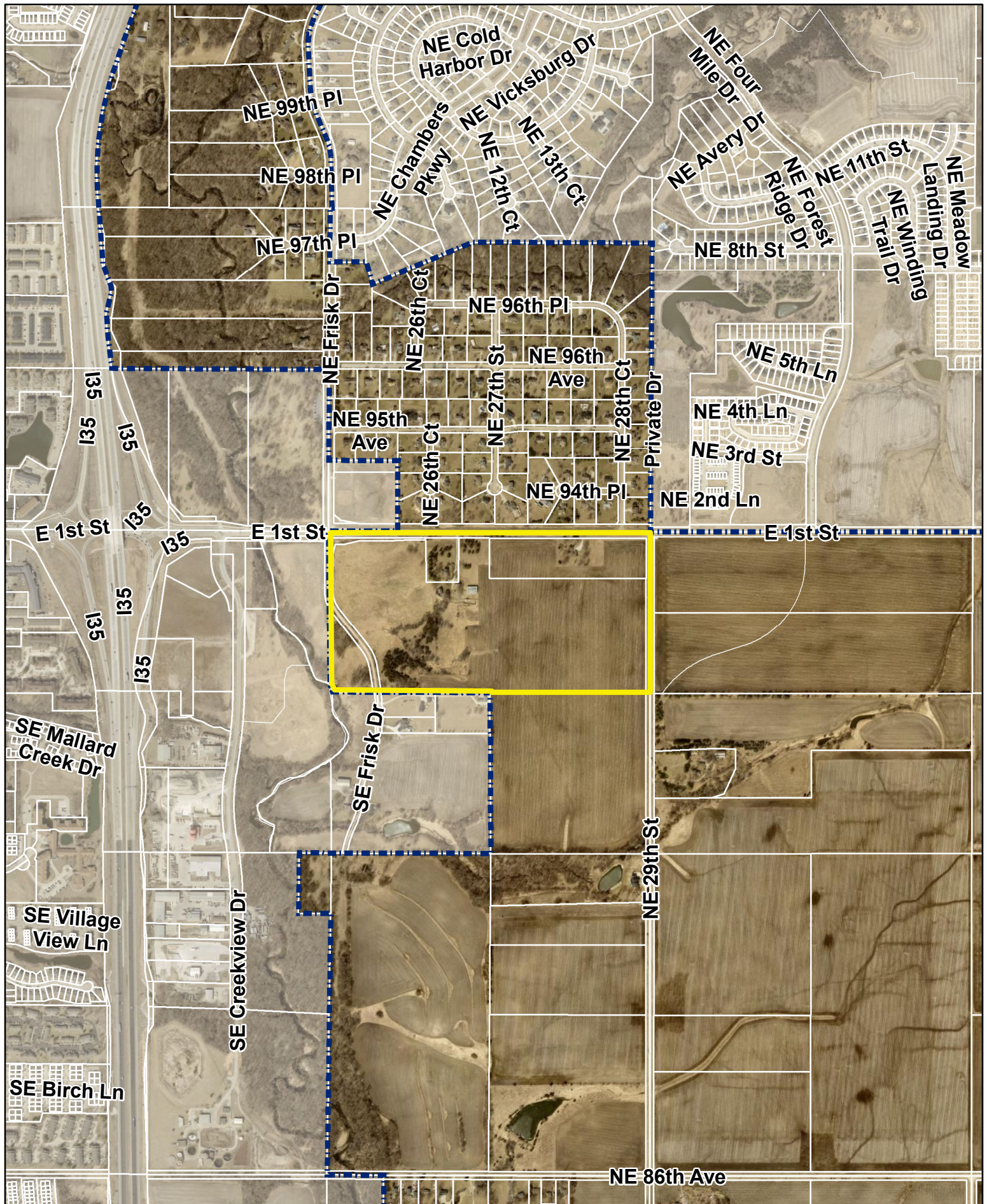
That the Plan and Zoning Commission recommend City Council approval of the Brazelton Estates Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Project Summary

Brazelton Estates is a 79.69-acre (+/-) plat situated southeast of the Ankeny corporate limits, and generally located southeast of the intersection at NE 94th Avenue/E 1st Street and SE Frisk Drive. The plat lies within the state statutory two-mile subdivision review area for the City of Ankeny, and is located within the City of Ankeny Planning Boundary.

The plat area is zoned under Polk County as AT, Agricultural Transition District, and is currently developed with two single-family residences, associated agricultural accessory structures, cropland, and wooded areas. The subject plat is indicated in The Ankeny Plan 2040 Comprehensive Plan Future Land Use Map as Open Space/Floodplain, Low-Density Residential, Medium-Density Residential, and Neighborhood Commercial. The applicant is proposing to subdivide the land into two lots for the existing single-family residences, three outlots for open space, and one street lot for SE Frisk Drive, NE 94th Ave/E 1st Street, and NE 29th Street right-of-way. The properties within the plat area will continue to utilize septic sewer and well water.

Staff recommends the City of Ankeny defer to Polk County Subdivision Requirements.



N



1 inch = 1,000 feet

Date: 6/10/2024

Brazelton Estates



1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

6.5.2024

Ankeny City Council
City of Ankeny City Council Chambers
Ankeny Kirkendall Public Library
1250 SW District Drive,
Ankeny, Iowa 50023

RE: BRAZELTON ESTATES FINAL PLAT
MEC# 2023001671

RECEIVED

JUN 06 2024

CITY OF ANKENY

Dear Honorable City Council Members,

On behalf of the Patsy A. Brazelton Estate, Todd Brazelton, and Gary L. Brazelton, we respectfully request your approval of the Brazelton Estates Final Plat located in the North Half of the Northeast Quarter of Section 19, Township 80 North, Range 23 West of the 5th Principal Meridian, Polk County, Iowa.

The proposal for Brazelton Estates is that the above described tract of land will be divided into 2 buildable Lots and 3 Outlots. The current uses of the property shall remain the same, and no significant construction is proposed as part of this project. The purpose of this division is to equitably split the land between family members.

Access to the lots will remain in their current location.

Thank you for your consideration of approval of this project.

Sincerely,

McClure Engineering Company

A handwritten signature in blue ink, appearing to read "S. Zimmerman", is written over a faint, larger blue signature.

Stephen L. Zimmerman, PLS
Land Surveyor

Cc: Gary L. Brazelton
Todd Brazelton
Patsy A. Brazelton Estate



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to grant preliminary approval of King's Pointe Plat 1 Final Plat; and authorize cost-participation request for extensions and upsizing public sanitary sewer and water mains and upsizing sidewalk along NE Delaware in the amount estimated at \$58,386.25.

EXECUTIVE SUMMARY:

King's Pointe Plat 1 is a proposed 38.73-acre (+/-) plat located west of NE Delaware Avenue and south of NE 72nd Street. The subject plat creates 91 single-family lots, five street lots, three outlots and associated utilities and easements. The proposed plat is zoned and in general conformance with the Hope Kimberley Properties Phase 1 and Phase 2 PUD's and other recent land use plan amendments and rezonings in this area.

FISCAL IMPACT: **Yes**

Cost-participation for extending and upsizing public sanitary sewer main to 18-inches and 15-inches and public water main to 16-inches, and upsizing sidewalk along NE Delaware in the amount estimated at \$58,386.25.

CITY MANAGER'S RECOMMENDATIONS:

Grant preliminary approval for King's Pointe Plat 1 Final Plat.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended approval at their meeting on June 18, 2024.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Staff Report
 Aerial Map
 P&Z Minutes
 Applicant Letter
 Final Plat
 Correspondence - Nefzger



*Plan and Zoning Commission
Staff Report*

Meeting Date: June 18, 2024

Agenda Item: King's Pointe Plat 1 – Final Plat
Report Date: June 12, 2024
Prepared by: Jake Heil *ETC*
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council preliminary approval of King's Pointe Plat 1 Final Plat.

Project Summary:

King's Pointe Plat 1 is a proposed 38.73-acre (+/-) plat located west of NE Delaware Avenue and south of NE 72nd Street. The subject plat creates 91 single-family lots, five street lots, three outlots and associated utilities and easements. The proposed plat is zoned and in general conformance with the Hope Kimberley Properties Phase 1 and Phase 2 PUD's and other recent land use plan amendments and rezonings in this area.

Project Report:

- Streets:** This plat will be primarily accessed from NE Delaware Avenue via NE 62nd Street. The proposed plat would then extend a new street, NE Kings Pointe Drive, north to just south of the existing homesteads along NE 72nd Street, providing access to the remainder of the plat. 8-foot sidewalks will be required on the west side of NE Delaware Avenue and all other proposed roads in the development will be required to have five-foot sidewalks.
- Water:** The existing 12-inch water main along NE Delaware Avenue will be extended north, along the entire plat boundary. 10-inch water main will be extended west along NE 62nd Street. 8-inch water main will be installed throughout the remainder of the plat.
- Sewer:** The existing 18-inch sanitary sewer main will be extended north along the existing unnamed creek, just west of NE Delaware Avenue, transitioning into a 15-inch main north of NE 62nd Street. 8-inch sanitary sewer mains will be installed throughout the remainder of the plat.
- Drainage:** Stormwater for the eastern portion of the plat will flow into the unnamed creek along NE Delaware Avenue. The remainder of the plat drains towards the west, where a detention basin and series of temporary drainage ditches will handle stormwater until the remaining stormwater detention ponds are installed with future plats. From there stormwater eventually drains to the south ultimately outletting into Fourmile Creek.
- Parkland:** The parkland dedication requirement for Kings Pointe Plat 1 is 1.55 acres, but parkland is not proposed with this plat. The developer will be dedicating 8.21 acres of parkland with a future Kings Pointe plat. The total park dedication for the Kings Pointe preliminary plat is estimated at 4.82 acres.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: King's Pointe Plat 1
NAME OF OWNER/ DEVELOPER: Hope Kimberley LLC

GENERAL INFORMATION:

PLAT LOCATION: West of NE Delaware Ave, South of NE 72nd Street
SIZE OF PLAT: 38.73 acres
ZONING: Hope Kimberley Phase 2 PUD & R-3; Restricted to Single Family

LOTS:

NUMBER: 91 single-family lots, three outlots, 5 street lots
SIZE/DENSITY: 2.35 units per acre
USE: Residential
BUILDING LINES: Hope Kimberley PUD (Lots 1-9, 30-65, 85-91):
Front: 25'
Rear: 25'
Side: 10' total (min. 5' one side)

R-3: Restricted to Single Family:

Front: 30'
Rear: 35'
Side: 15' total (min. 7' one side)

PARK SITE DEDICATION:

The parkland dedication requirement for Kings Pointe Plat 1 is 1.55 acres, but parkland is not proposed with this plat. The developer will be dedicating 8.21 acres of parkland with a future Kings Pointe plat. The total park dedication for the Kings Pointe preliminary plat is estimated at 4.82 acres.

ADJACENT LANDS:

NORTH: Hope Kimberley PUD/R-3, Restricted to Single Family
SOUTH: R-2, One-Family and Two-Family Residence District
EAST: R-1, One-Family Residence District
WEST: Hope Kimberley PUD

STREET DEVELOPMENT:

NAME: NE 62nd Street
LENGTH: Approximately 860.0 feet
CLASSIFICATION: Minor Collector
R.O.W. (REQ'D./PROV.): 70'/70'
PAVEMENT WIDTH: 35'

NAME: NE 64th Street
LENGTH: Approximately 434.0 feet
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 30'

NAME: NE 66th Street
LENGTH: Approximately 426.0 feet
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 30'

NAME: NE 68th Street
LENGTH: Approximately 520.0 feet
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 30'

NAME: NE 69th Court
LENGTH: Approximately 159.0 feet
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 30'

NAME: NE Hillcrest Drive
LENGTH: Approximately 189.0 feet
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 30'

NAME: NE Kings Pointe Drive
LENGTH: Approximately 1,448.0 feet
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 30'

NAME: NE Jan Rose Court
LENGTH: Approximately 180.0 feet
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 30'

WASTE WATER:

PROJECTED FLOWS: 91 lots X 300 gallons/lot for SF = 27,300 GPD

WRA CAPACITY: 47 MGD; current daily avg. 17 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: North Four Mile Trunk Sewer

STORM WATER:

BASIN FLOWS: This plat lies in the Upper Four Mile Creek Drainage Basin.

WATER SYSTEM:

USAGE: 91 lots X 3 pers. per lot X 100 gal. per day/person = 27,300 GPD

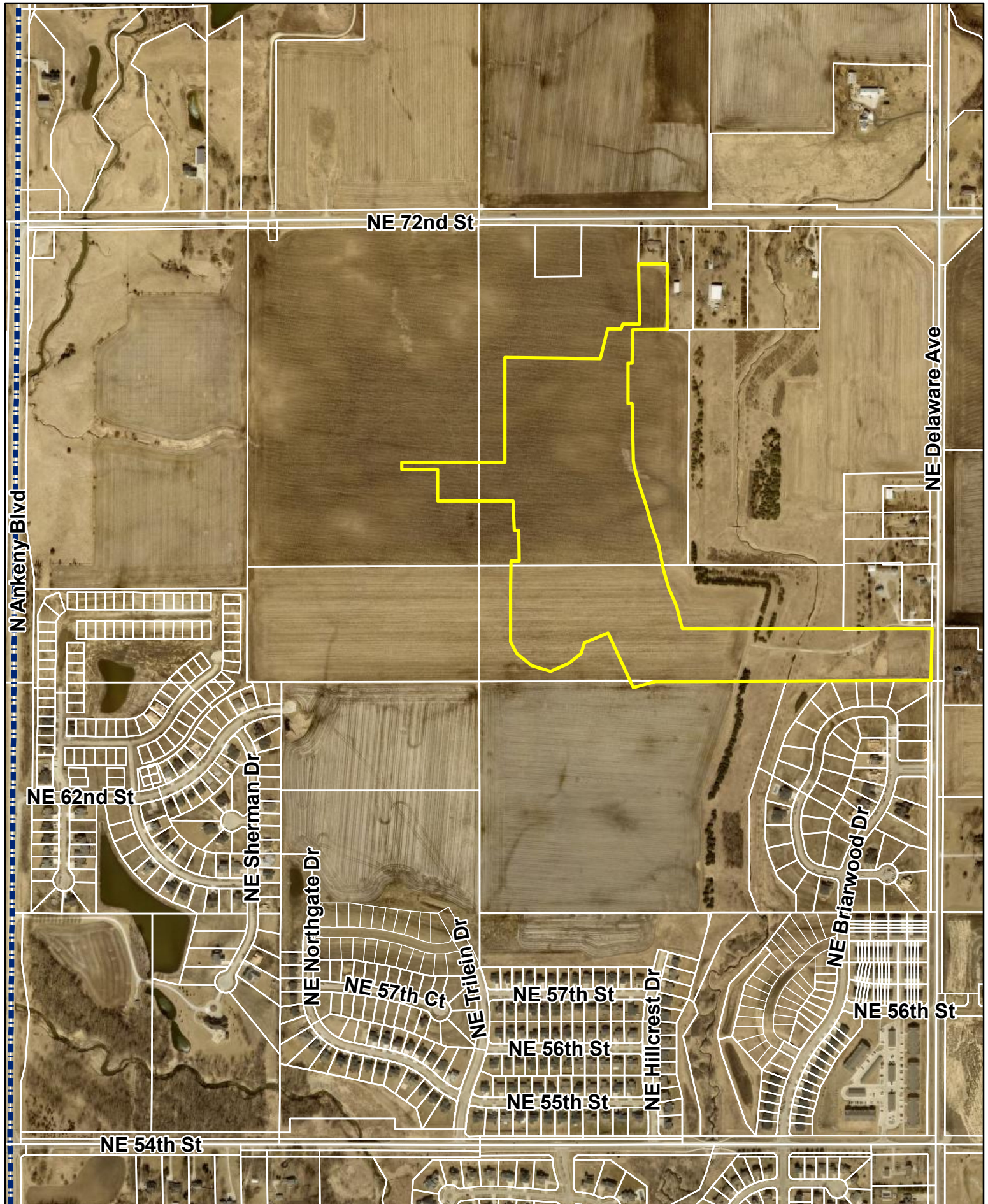
SUPPLY CAPACITY: 15 MGD; Current daily avg. 6.5 MGD

FINAL PLAT DRAWING:

Staff recommends approval.

CONSTRUCTION PLANS:

To be approved.



Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, June 18, 2024
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair Ted Rapp called the June 18, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Randy Weisheit, Trina Flack, Lisa West, and Todd Ripper. Absent: Glenn Hunter and Annette Renaud. Staff present: Eric Jensen, Eric Carstens, Bryan Morrissey, Derek Silverthorn, Jake Heil, Ryan Kirschman, and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the June 18, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 5 – 0.

CONSENT AGENDA ITEMS

Item #2. King's Pointe Plat 1 Final Plat

Motion to recommend City Council preliminary approval of King's Pointe Plat 1 Final Plat.

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

June 21, 2024

Honorable Mayor, City Council & Planning & Zoning Commission
c/o Jake Heil
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50021

RE: King's Pointe Plat 1
Final Plat & Construction Drawing Approval

Honorable Mayor, City Council and Planning and Zoning Commission;

On behalf of Hope Kimberley LLC, we submit herewith the following final plat and construction drawings for review and approval. The project area contains 38.7 acres and is located west of the intersection of NE Delaware Avenue and NE 62nd Street. The final plat includes the development of 90 single family lots, one lot for the development of a clubhouse, an outlot for open space and two outlots for detention. The property is currently zoned PUD Planned Unit Development and R-3 Multiple Family Residential District zoning restricted to single family. We would like to request a full reimbursement for the installation of 158 linear feet of 18-inch trunk sewer in the amount of \$50,446.00, cost sharing in the amount of \$4,138.75 for the upsizing of 301 linear feet of 12-inch watermain, cost sharing in the amount of \$1,545.00 for the upsizing of 103 linear feet of 15-inch sanitary sewer and cost sharing in the amount of \$2,698.50 for the upsizing of the sidewalk along NE Delaware to 8 feet.

Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC



Erin K. Ollendike, P.E.



EVOLUTION CONTRACTING

PO BOX 160
INDIANOLA, IA 50125
515-373-7117
ADMIN@ECIOWA.COM

Proposal - Kings Pointe East Plat 1-Ankeny

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
	SANITARY SEWER				
	Sanitary Sewer, Trenched, PVC, 18" C-900	LF	159	\$ 189.00	\$ 30,051.00
	Manhole, SW-301, 48"	EA	1	\$ 7,817.00	\$ 7,817.00
	Connect to Existing	EA	1	\$ 10,500.00	\$ 10,500.00
	Pressure Testing, Clean & Video Inspection	LF	159	\$ 4.00	\$ 636.00
	Mobilization	LS	1	\$ 1,000.00	\$ 1,000.00
				TOTAL	\$ 50,004.00

NOTES:

Member of AGC & DSM HBA
Proposal acceptance due within 30 days
Evolution Contracting will contact Iowa One Call, private utilities must be located by GC or Owner
Lost production due to design or engineering changes will be paid T&M
Any necessary utility relocations by others
All items are tied unless agreed to in writing
All utilities stubbed and stop 5' from building/footing line
All spoils to remain onsite and be handled by grading contractor
Lost production or down time due to design, engineering or issues outside Evolutions control will be paid T&M
Proposal to become part of contract
Pricing based on plans revised 5/01/2024
Final pricing subject to Final Approved Plans
No soils report provided
4 yr Maintenance Bond on public items
At The Time Of Work Commencement If Diesel Fuel Price Is Above \$3.50 A Gallon A Fuel Surcharge Will Incur
Net 30 Payment terms

EXCLUSIONS:

Permits & Associated Fees
Survey & Staking
Soil Stabilization and/or over-excavation
Dewatering
Density Testing
Clearing and Grubbing
SWPPP
Grading
Seeding and/or Erosion Control
Excavation or backfill associated with retaining walls
Adjustment of casting to grade with cast in place adjusting ring
Storm sewer inlet throat, inlet transition or curb and gutter
Removal/Replacement of Pavement or sidewalk
Traffic Control/Flaggers
Temp Granular Surfacing
Frost Excavation- Winter Conditions

PROPOSAL ACCEPTANCE:

The proposal/agreement for construction has been carefully read and reviewed & hereby accepted:

BY: _____
TITLE: _____
DATE: _____

The proposal/agreement is acknowledged as accepted by Evolution Contracting:

BY: _____
TITLE: _____
DATE: _____

Temp Seeding items to be used only if required by engineer.

INDEX LEGEND

LOCATION: PT. NE1/4 AND PT N1/2 SE1/4
PT. OUTLOT 'Y', FOUR MILE FOUR
SEC 36-81-24
ANKENY, POLK COUNTY, IOWA

REQUESTOR: KIMBERLEY DEVELOPMENT CORPORATION

PROPRIETORS: HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

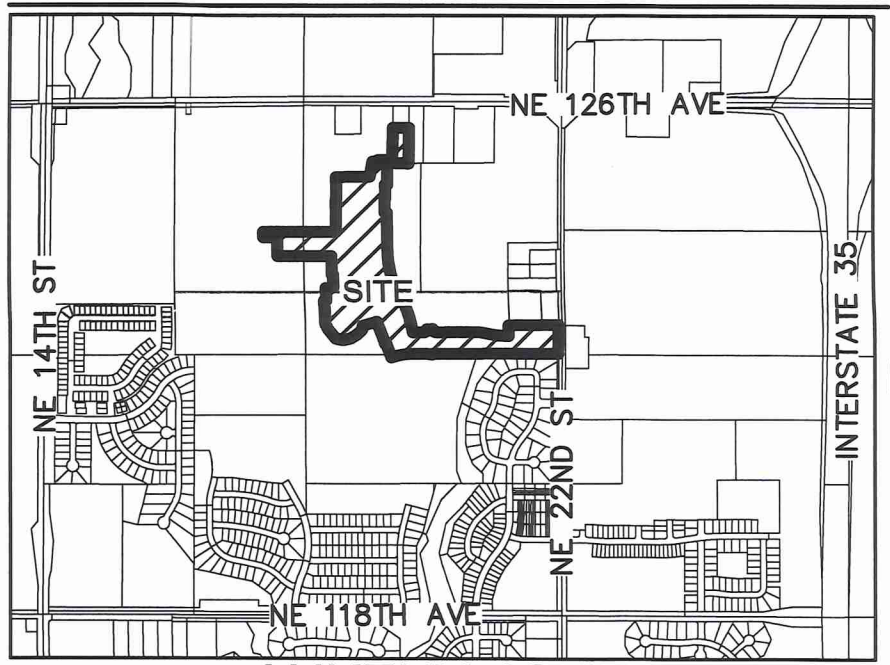
AND
BILL KIMBERLEY, LC
P.O. BOX 369
ANKENY, IOWA 50021

SURVEYOR: MICHAEL A. BROONER

COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY
& RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: 515-369-4400

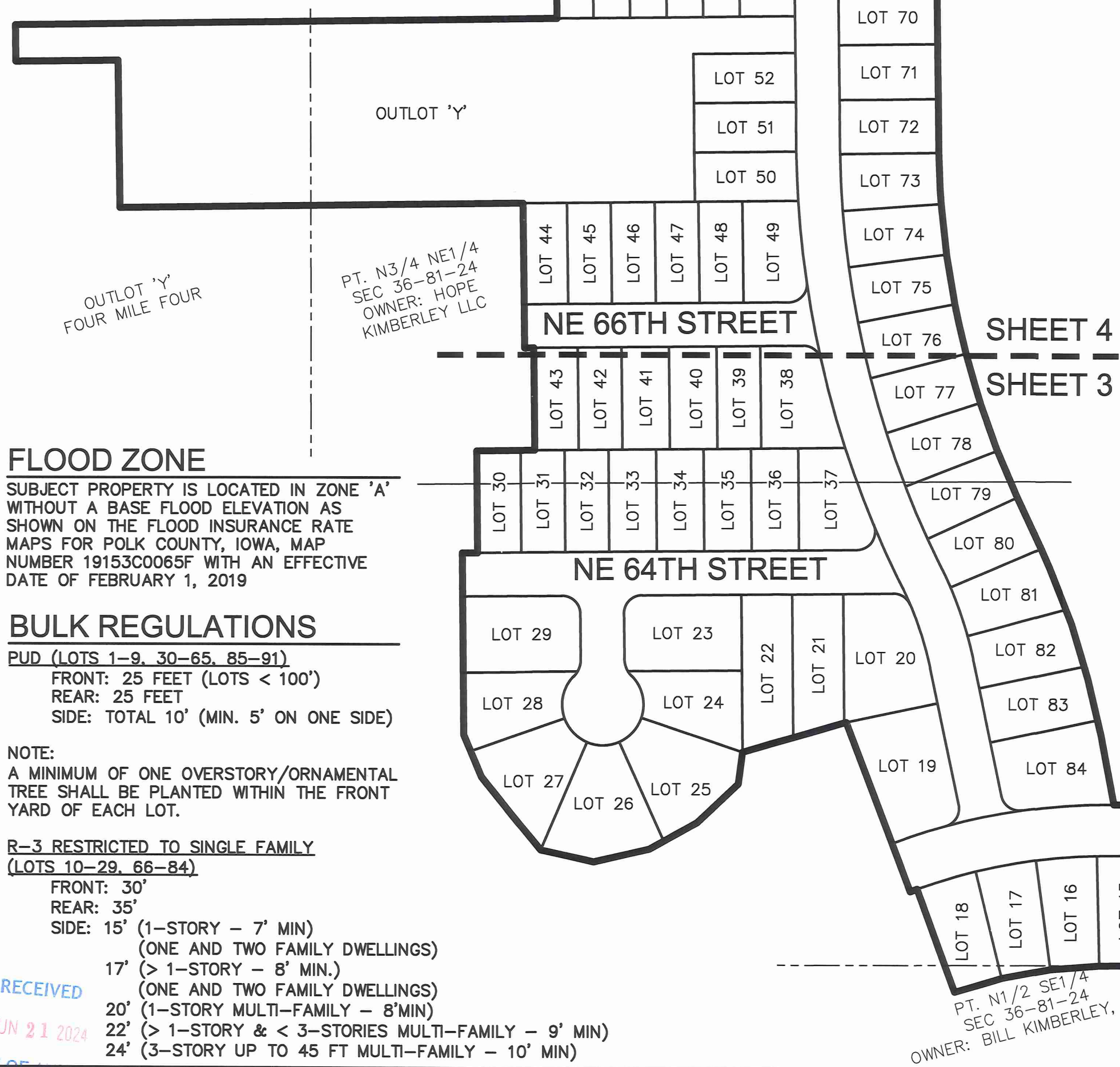
VICINITY MAP (NOT TO SCALE)



ANKENY, IOWA

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.
- LOTS 1 AND 91 SHALL NOT BE ALLOWED DRIVEWAY ACCESS OFF OF NE DELAWARE AVE., AND THE NEAREST EDGE OF THE DRIVEWAY SHALL BE AT LEAST 100' AWAY FROM THE EDGE OF NE DELAWARE AVE.
- DRIVEWAYS ON LOTS 33, 76, AND 80 SHALL BE CONSTRUCTED IN A LOCATION THAT AVOIDS SIDEWALK RAMPS.
- MONUMENT SIGNS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- THE DEVELOPER IS RESPONSIBLE FOR STREETLIGHT INSTALLATION, INCLUDING ALONG NE DELAWARE AVE.
- OWNERSHIP OF OUTLOT Z WILL BE DETERMINED BASED ON REVIEW OF STREAM STABILIZATION ANALYSIS.
- STREET LOTS 'A', 'B', 'C', 'D' AND 'E' SHALL BE DEDICATED TO THE CITY OF ANKENY FOR PUBLIC RIGHT-OF-WAY.
- OUTLOT X AND Y SHALL BE USED FOR STORMWATER DETENTION.
- FENCES ON LOTS 1 AND 91 SHALL BE SETBACK 20' FROM NE DELAWARE AVENUE R.O.W. FENCES WILL BE ALLOWED AT A 10' SETBACK FROM THE NE DELAWARE AVENUE R.O.W. WITH THE CONDITION THAT TWO REES ARE PLANTED BETWEEN THE FENCE AND THE NE DELAWARE AVENUE R.O.W.



FLOOD ZONE

SUBJECT PROPERTY IS LOCATED IN ZONE 'A' WITHOUT A BASE FLOOD ELEVATION AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR POLK COUNTY, IOWA, MAP NUMBER 19153C0065F WITH AN EFFECTIVE DATE OF FEBRUARY 1, 2019

BULK REGULATIONS

PUD (LOTS 1-9, 30-65, 85-91)
FRONT: 25 FEET (LOTS < 100')
REAR: 25 FEET
SIDE: TOTAL 10' (MIN. 5' ON ONE SIDE)

NOTE:
A MINIMUM OF ONE OVERSTORY/ORNAMENTAL TREE SHALL BE PLANTED WITHIN THE FRONT YARD OF EACH LOT.

R-3 RESTRICTED TO SINGLE FAMILY
(LOTS 10-29, 66-84)

FRONT: 30'
REAR: 35'
SIDE: 15' (1-STORY - 7' MIN)
(ONE AND TWO FAMILY DWELLINGS)
17' (> 1-STORY - 8' MIN.)
(ONE AND TWO FAMILY DWELLINGS)
20' (1-STORY MULTI-FAMILY - 8' MIN)
22' (> 1-STORY & < 3-STORIES MULTI-FAMILY - 9' MIN)
24' (3-STORY UP TO 45 FT MULTI-FAMILY - 10' MIN)

KING'S POINTE PLAT 1

FINAL PLAT

CURVE DATA

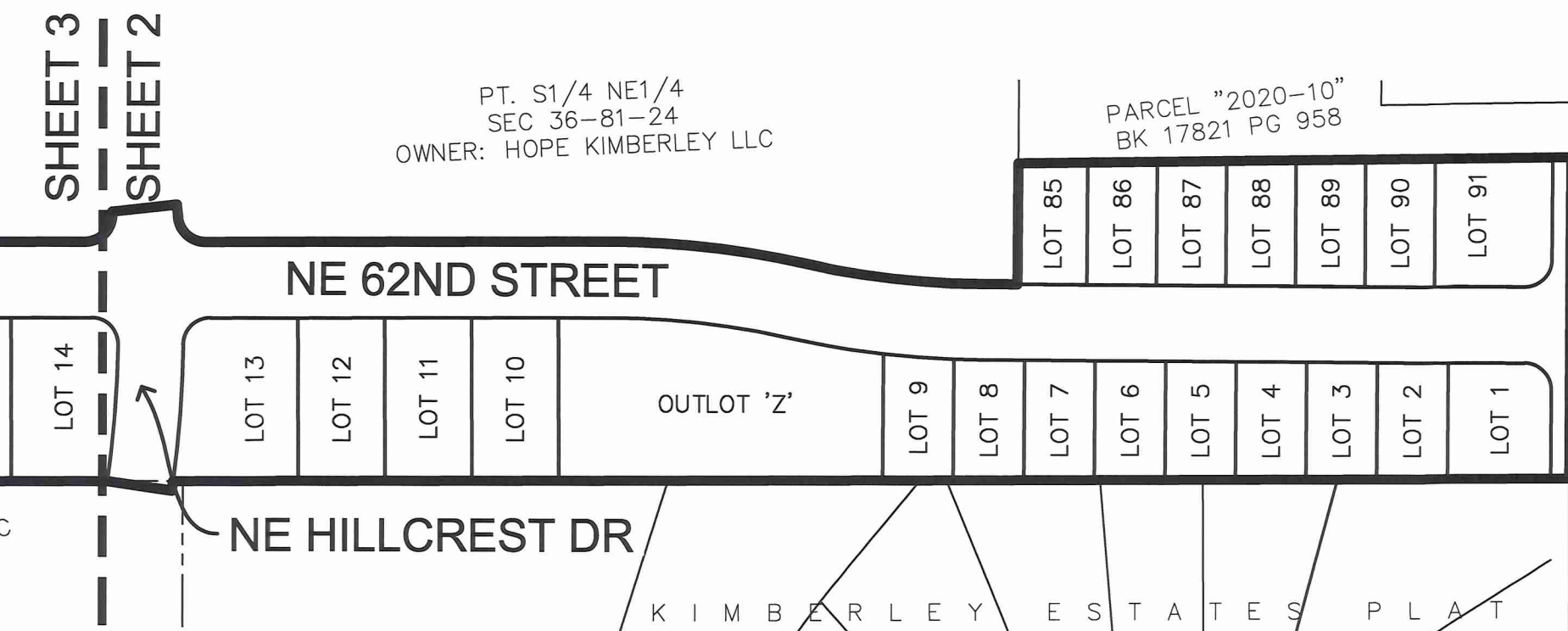
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	12°12'13"	800.00'	170.39'	S83°33'35"E	170.07'	C29	2°58'17"	530.00'	27.49'	N24°40'31"W	27.48'	C57	90°00'00"	25.00'	39.27'	N44°23'54"E	35.36'
C2	12°44'15"	800.00'	177.85'	S83°49'36"E	177.48'	C30	7°40'45"	530.00'	71.04'	N19°20'59"W	70.98'	C58	29°46'14"	34.50'	17.93'	N15°29'13"W	17.73'
C3	3°47'29"	1000.00'	66.17'	N04°32'02"W	66.16'	C31	3°33'57"	530.00'	32.99'	N13°43'38"W	32.98'	C59	14°26'58"	34.50'	8.70'	N37°35'49"W	8.68'
C4	10°53'00"	1000.00'	189.95'	N02°48'13"E	189.66'	C32	7°20'01"	835.00'	106.88'	N78°03'20"E	106.80'	C60	63°10'26"	55.50'	61.19'	N13°14'06"W	58.14'
C5	11°44'56"	800.00'	164.05'	N83°55'48"E	163.76'	C33	86°20'00"	25.00'	37.67'	N55°06'39"W	34.21'	C61	47°21'51"	55.50'	45.88'	N42°02'03"E	44.58'
C6	8°56'49"	800.00'	124.92'	N73°34'56"E	124.79'	C34	8°04'56"	835.00'	117.78'	S85°45'49"W	117.69'	C62	47°21'51"	55.50'	45.88'	N89°23'54"E	44.58'
C7	14°12'59"	500.00'	124.06'	N19°03'09"W	123.74'	C35	0°39'29"	765.00'	8.79'	S77°47'13"E	8.79'	C63	47°21'51"	55.50'	45.88'	S43°14'15"E	44.58'
C8	15°14'46"	1330.00'	353.91'	N18°32'16"W	352.86'	C36	90°00'00"	25.00'	39.27'	S45°20'19"W	35.36'	C64	63°10'26"	55.50'	61.19'	S12°01'53"W	58.14'
C9	10°18'47"	1330.00'	239.40'	N05°45'30"W	239.07'	C37	90°00'00"	25.00'	39.27'	S44°39'41"E	35.36'	C65	14°26'58"	34.50'	8.70'	S36°23'37"W	8.68'
C10	9°28'17"	1000.00'	165.31'	N04°08'02"E	165.12'	C38	1°39'00"	835.00'	24.05'	S88°50'11"E	24.05'	C66	29°46'14"	34.50'	17.93'	S14°17'01"W	17.73'
C11	1°42'45"	1000.00'	29.89'	N09°43'33"E	29.89'	C39	4°28'18"	835.00'	65.17'	S85°46'32"E	65.15'	C67	90°00'00"	25.00'	39.27'	S45°36'06"E	35.36'
C12	1°41'27"	1000.00'	29.51'	N09°44'12"E	29.51'	C40	6°04'55"	835.00'	88.63'	S80°29'56"E	88.59'	C68	112°11'27"	25.00'	48.95'	S33°18'10"W	41.50'
C13	1°41'27"	1030.00'	30.40'	N09°44'12"E	30.40'	C41	0°08'59"	835.00'	2.18'	S77°31'58"E	2.18'	C69	4°43'43"	1360.00'	112.24'	S20°25'42"E	112.21'
C14	10°11'02"	25.00'	44.15'	N40°00'35"W	38.63'	C42	12°44'15"	765.00'	170.07'	S83°49'36"E	169.72'	C70	5°14'40"	1360.00'	124.48'	S15°26'30"E	124.44'
C15	83°20'34"	25.00'	36.37'	N47°43'37"E	33.24'	C43	89°03'21"	25.00'	38.86'	N45°16'36"E	35.06'	C71	77°46'56"	25.00'	33.94'	S51°42'38"E	31.39'
C16	6°39'26"	970.00'	112.71'	N02°43'37"E	112.64'	C44	7°00'06"	1030.00'	125.87'	N04°14'58"E	125.79'	C72	4°37'15"	1360.00'	109.68'	N10°30'33"W	109.65'
C17	90°00'00"	25.00'	39.27'	N45°36'06"W	35.36'	C45	7°23'12"	970.00'	125.06'	S04°33'07"W	124.97'	C73	97°35'49"	25.00'	42.58'	S40°35'59"W	37.62'
C18	32°45'21"	25.00'	14.29'	S74°13'26"E	14.10'	C46	91°03'14"	25.00'	39.73'	S44°40'07"E	35.68'	C74	4°43'36"	1360.00'	112.19'	S05°50'08"E	112.16'
C19	90°00'00"	25.00'	39.27'	N44°23'54"E	35.36'	C47	1°07'11"	765.00'	14.95'	N89°14'41"E	14.95'	C75	2°49'26"	1360.00'	67.03'	S02°03'37"E	67.02'
C20	0°13'27"	1300.00'	5.08'	N00°42'50"W	5.08'	C48	6°16'35"	765.00'	83.80'	N85°32'48"E	83.76'	C76	0°02'48"	1360.00'	1.10'	S00°37'30"E	1.10'
C21	3°25'44"	1300.00'	77.80'	N02°32'25"W	77.79'	C49	6°16'35"	765.00'	83.80'	N79°16'13"E	83.76'	C77	90°00'00"	25.00'	39.27'	S45°36'06"E	35.36'
C22	3°25'44"	1300.00'	77.80'	N05°58'09"W	77.79'	C50	6°16'35"	765.00'	83.80'	N72°59'38"E	83.76'	C78	90°00'00"	25.00'	39.27'	S44°23'54"W	35.36'
C23	3°25'44"	1300.00'	77.80'	N09°23'53"W	77.79'	C51	5°16'48"	835.00'	76.95'	S71°44'56"W	76.92'	C79	11°11'02"	1030.00'	201.05'	S04°59'25"W	200.73'
C24	3°25'44"	1300.00'	77.80'	N12°49'37"W	77.79'	C52	86°20'00"	25.00'	37.67'	S31°13'20"W	34.21'	C80	4°23'41"	835.00'	64.05'	S81°20'33"E	64.03'
C25	3°25'44"	1300.00'	77.80'	N16°15'20"W	77.79'	C53	11°09'52"	470.00'	91.58'	S17°31'36"E	91.44'	C81	22°26'29"	25.00'	9.79'	N79°22'52"W	9.73'
C26	3°25'44"	1300.00'	77.80'	N19°41'04"W	77.79'	C54	67°29'34"	25.00'	29.45'	S56°51'19"E	27.78'	C82	10°40'40"	765.00'	142.57'	N84°51'24"W	142.36'
C27	3°25'44"	1300.00'	77.80'	N23°06'48"W	77.79'	C55	3°03'07"	470.00'	25.04'	N24°38'05"W	25.03'	C83	6°59'34"	1030.00'	125.71'	N02°53'41"E	125.63'
C28	1°19'59"	1300.00'	30.24'	N25°29'40"W	30.24'	C56	3°22'06"	1360.00'	79.95'	N24°28'36"W	79.94'						

PLAT DESCRIPTION

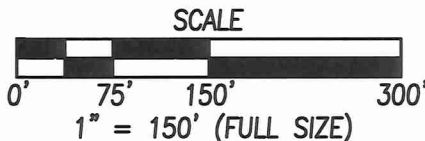
A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT AND A PART OF THE NORTHEAST QUARTER AND A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER, ALL IN SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF KIMBERLEY ESTATES PLAT 2, AN OFFICIAL PLAT; THENCE SOUTH 89°48'16" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1285.08 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1030.00 FEET, WHOSE ARC LENGTH IS 8.90 FEET AND WHOSE CHORD BEARS SOUTH 07°59'52" WEST, 8.90 FEET; THENCE NORTH 81°45'17" WEST, 60.00 FEET; THENCE SOUTH 89°45'46" WEST, 160.78 FEET; THENCE SOUTH 85°32'48" WEST, 67.34 FEET; THENCE SOUTH 79°16'13" WEST, 67.34 FEET; THENCE SOUTH 72°59'38" WEST, 67.34 FEET; THENCE NORTH 20°08'40" WEST, 150.00 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 765.00 FEET, WHOSE ARC LENGTH IS 9.97 FEET AND WHOSE CHORD BEARS SOUTH 69°28'56" WEST, 9.97 FEET; THENCE NORTH 20°53'28" WEST, 246.65 FEET; THENCE SOUTH 78°03'20" WEST, 2.87 FEET; THENCE SOUTH 73°47'15" WEST, 145.36 FEET; THENCE SOUTH 07°21'40" WEST, 43.84 FEET; THENCE SOUTH 46°30'31" WEST, 77.44 FEET; THENCE SOUTH 60°55'27" WEST, 75.00 FEET; THENCE SOUTH 76°45'19" WEST, 77.96 FEET; THENCE NORTH 77°38'40" WEST, 74.30 FEET; THENCE NORTH 39°10'22" WEST, 127.92 FEET; THENCE NORTH 23°10'54" WEST, 62.59 FEET; THENCE NORTH 00°36'06" WEST, 249.90 FEET; THENCE NORTH 89°23'54" EAST, 20.68 FEET; THENCE NORTH 00°36'06" WEST, 140.00 FEET; THENCE NORTH 89°23'54" EAST, 79.10 FEET; THENCE NORTH 00°36'06" WEST, 140.00 FEET; THENCE SOUTH 89°23'54" WEST, 12.48 FEET; THENCE NORTH 00°36'06" WEST, 200.00 FEET; THENCE SOUTH 89°23'54" WEST, 551.62 FEET; THENCE NORTH 00°36'06" WEST, 201.37 FEET; THENCE SOUTH 89°23'54" WEST, 140.00 FEET; THENCE NORTH 00°36'06" WEST, 50.00 FEET; THENCE NORTH 89°23'54" EAST, 325.00 FEET; THENCE NORTH 00°36'06" WEST, 325.00 FEET; THENCE NORTH 89°23'54" EAST, 7.65 FEET; THENCE SOUTH 16°35'48" EAST, 78.93 FEET; THENCE NORTH 89°23'54" EAST, 341.85 FEET; THENCE NORTH 10°34'56" EAST, 125.14 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 970.00 FEET, WHOSE ARC LENGTH IS 28.63 FEET AND WHOSE CHORD BEARS NORTH 09°44'12" EAST, 28.63 FEET; THENCE SOUTH 81°06'32" EAST, 60.00 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1030.00 FEET, WHOSE ARC LENGTH IS 30.34 FEET AND WHOSE CHORD BEARS NORTH 08°02'50" EAST, 30.34 FEET; THENCE NORTH 89°23'54" EAST, 144.54 FEET; THENCE NORTH 00°36'06" WEST, 342.75 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 15918, PAGE 208; THENCE NORTH 89°19'53" EAST ALONG THE SOUTH LINE OF SAID PROPERTY, 164.98 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY AND THE WEST LINE OF THE WEST 150 FEET OF THE EAST 1557 FEET OF THE NORTH 637 FEET OF THE NORTH THREE-QUARTERS OF THE NORTHEAST QUARTER OF SAID SECTION 36 ; THENCE SOUTH 00°18'13" WEST ALONG SAID WEST LINE, 372.98 FEET TO THE SOUTHWEST CORNER OF SAID WEST 150 FEET OF THE EAST 1557 FEET OF THE NORTH 637 FEET OF THE NORTH THREE-QUARTERS OF THE NORTHEAST QUARTER; THENCE SOUTH 89°23'54" WEST, 217.71 FEET; THENCE SOUTH 00°36'06" EAST, 227.00 FEET; THENCE SOUTH 89°23'54" WEST, 22.17 FEET; THENCE SOUTH 00°36'06" EAST, 144.00 FEET; THENCE SOUTH 89°23'54" WEST, 7.75 FEET; THENCE SOUTH 00°36'06" EAST, 144.00 FEET; THENCE SOUTH 00°36'06" EAST, 42.82 FEET; THENCE SOUTH 01°58'37" EAST, 46.81 FEET; THENCE SOUTH 03°41'29" EAST, 22.90 FEET; THENCE SOUTH 05°58'09" EAST, 69.71 FEET; THENCE SOUTH 07°42'14" EAST, 0.82 FEET; THENCE SOUTH 09°25'05" EAST, 68.89 FEET; THENCE SOUTH 11°42'58" EAST, 24.55 FEET; THENCE SOUTH 13°25'50" EAST, 45.17 FEET; THENCE SOUTH 15°43'42" EAST, 48.27 FEET; THENCE SOUTH 17°26'34" EAST, 21.45 FEET; THENCE SOUTH 19°41'04" EAST, 69.71 FEET; THENCE SOUTH 21°25'07" EAST, 0.79 FEET; THENCE SOUTH 23°07'59" EAST, 68.91 FEET; THENCE SOUTH 25°22'36" EAST, 22.32 FEET; THENCE SOUTH 25°12'49" EAST, 54.68 FEET; THENCE SOUTH 23°37'53" EAST, 28.78 FEET; THENCE SOUTH 21°29'42" EAST, 82.07 FEET; THENCE SOUTH 16°35'48" EAST, 78.93 FEET; THENCE SOUTH 13°30'45" EAST, 78.42 FEET; THENCE SOUTH 10°38'52" EAST, 95.77 FEET; THENCE NORTH 89°48'16" EAST, 120.47 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 41.99 FEET AND WHOSE CHORD BEARS SOUTH 06°06'12" EAST, 11.72 FEET AND WHOSE CHORD BEARS SOUTH 06°06'12" EAST, 11.72 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 36.83 FEET AND WHOSE CHORD BEARS SOUTH 47°59'11" EAST, 33.59 FEET; THENCE NORTH 89°48'16" EAST, 368.25 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 835.00 FEET, WHOSE ARC LENGTH IS 185.63 FEET AND WHOSE CHORD BEARS SOUTH 83°49'36" EAST, 185.25 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 765.00 FEET, WHOSE ARC LENGTH IS 162.94 FEET AND WHOSE CHORD BEARS SOUTH 83°33'35" EAST, 162.63 FEET; THENCE SOUTH 89°39'41" EAST, 34.00 FEET; THENCE NORTH 00°20'19" EAST, 110.35 FEET TO THE SOUTHWEST CORNER OF PARCEL "2020-10" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17821, PAGE 958; THENCE NORTH 89°18'31" EAST ALONG THE SOUTH LINE OF SAID PARCEL "2020-10", A DISTANCE OF 509.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE DELAWARE AVENUE; THENCE SOUTH 00°20'19" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 295.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 38.73 ACRES (1,687,212 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

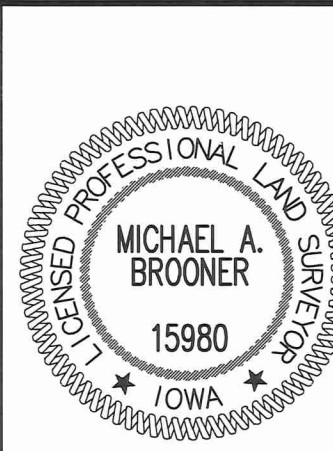


ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date: June 14, 2024
Ayes: 5, Negs: 0, Absent: 2
APPROVED
Chairperson: [Signature]
Secretary: [Signature]



AREA SUMMARY

OUTLOT 'Y', FOUR MILE FOUR =1.68 ACRES (72,980 SQUARE FEET)
SE1/4 SEC 36-81-24 =0.07 ACRES (3,197 SQUARE FEET)
NE1/4 SEC 36-81-24 =36.98 ACRES (1,611,035 SQUARE FEET)
TOTAL =38.73 ACRES (1,687,212 SQUARE FEET)



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MICHAEL A. BROONER, P.L.S. DATE
LICENSE NUMBER 15980
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 THROUGH 5

DATE

06/21/24
06/07/24
05/24/24
03/01/24
02/21/24

REVISIONS

THIRD SUBMITTAL
SECOND SUBMITTAL
FIRST SUBMITTAL
REVISED
PREPARED

REVIEW:

TECH:

ENGINEER:

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

ANKENY, IOWA

KING'S POINTE PLAT 1

FINAL PLAT

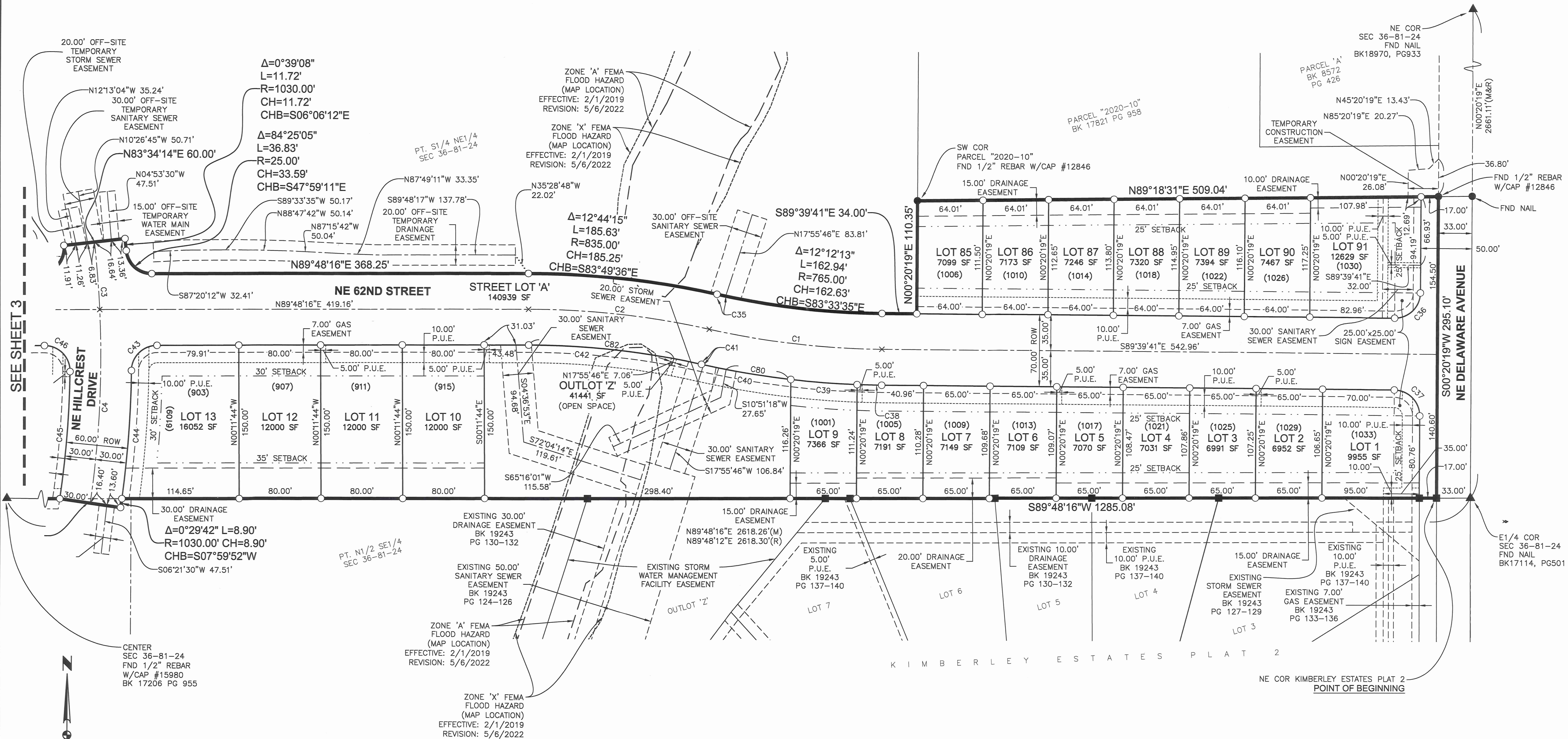
1

5

2401.069

KING'S POINTE PLAT 1
FINAL PLAT

LEGEND		FOUND	SET
SECTION CORNER AS NOTED		▲	△
1/2" REBAR, YELLOW PLASTIC CAP #15980 (UNLESS OTHERWISE NOTED)		●	○
1/2" REBAR, YELLOW PLASTIC CAP #18660 (UNLESS OTHERWISE NOTED)		■	□
MEASURED BEARING & DISTANCE	(M)		
RECORDED BEARING & DISTANCE	(R)		
DEEDED BEARING & DISTANCE	(D)		
PUBLIC UTILITY EASEMENT	P.U.E.		
LOT ADDRESS	(1234)		
CENTERLINE	---		
SECTION LINE	----		
EASEMENT LINE	- - - -		
BUILDING SETBACK LINE	----		
PLAT BOUNDARY	=====		



DATE
06/21/24
06/21/24
06/21/24
06/21/24
06/21/24

REVISIONS
THIRD SUBMITTAL
SECOND SUBMITTAL
FIRST SUBMITTAL
REVISED
PREPARED

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

REVIEW:
TECH:
ENGINEER:

CIVIL DESIGN ADVANTAGE

ANKENY, IOWA

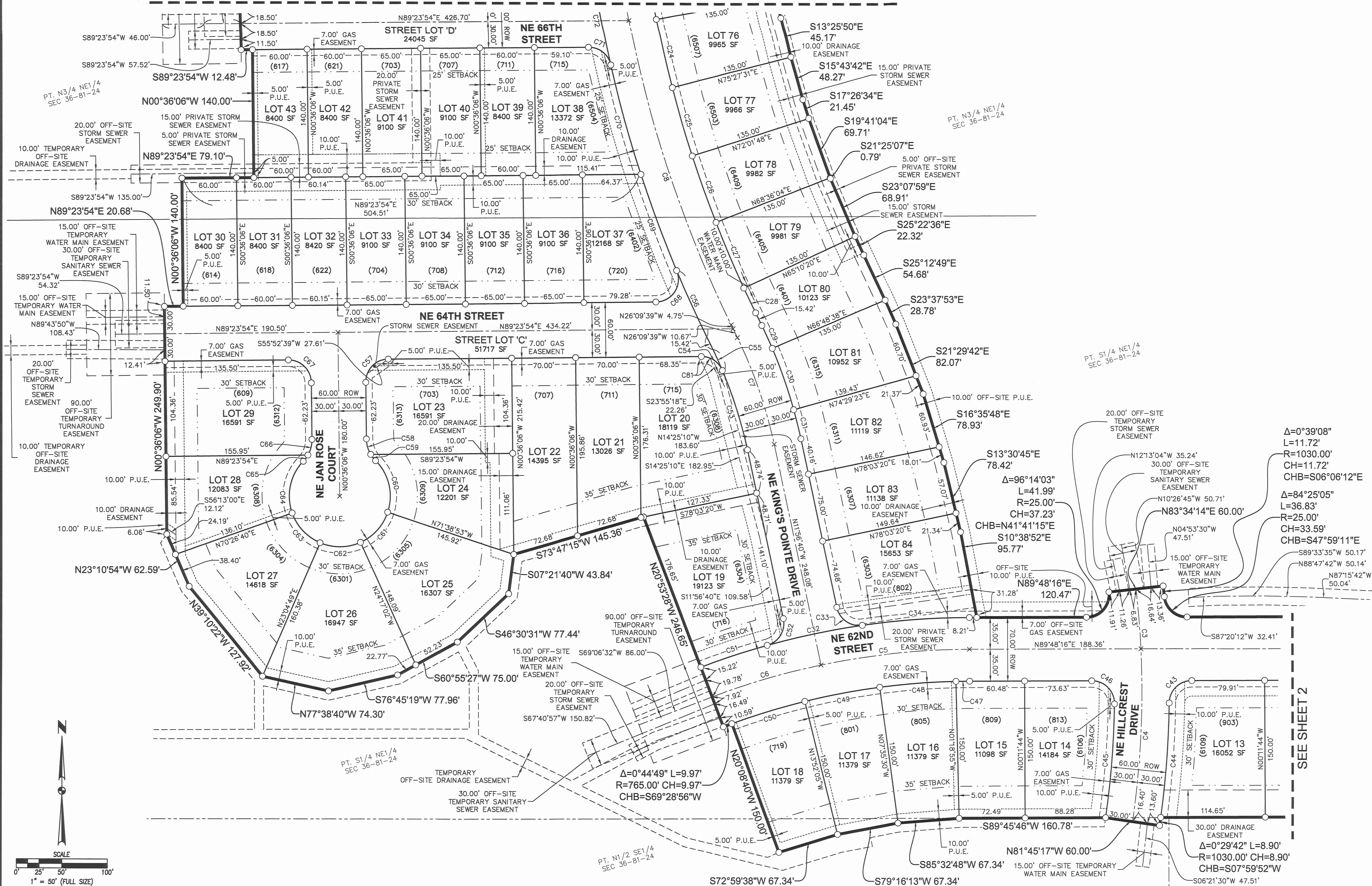
KING'S POINTE PLAT 1
FINAL PLAT

2/5
2401.069

KING'S POINTE PLAT 1

FINAL PLAT

SEE SHEET 4



DATE	REVISIONS
06/21/24	THIRD SUBMITTAL
06/07/24	SECOND SUBMITTAL
05/24/24	FIRST SUBMITTAL
03/01/24	REVISED
02/21/24	PREPARED

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



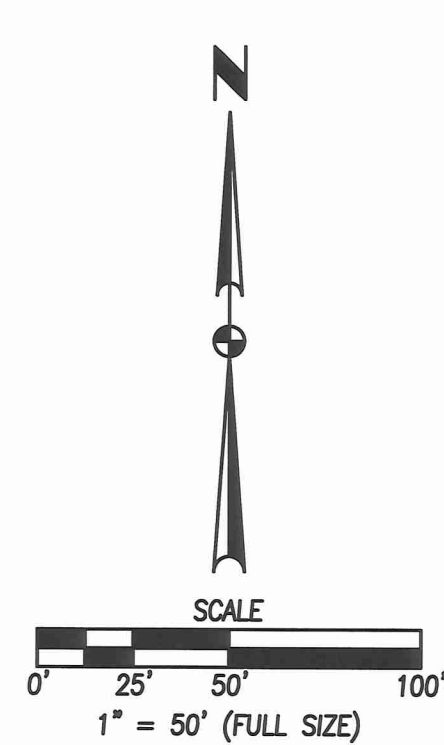
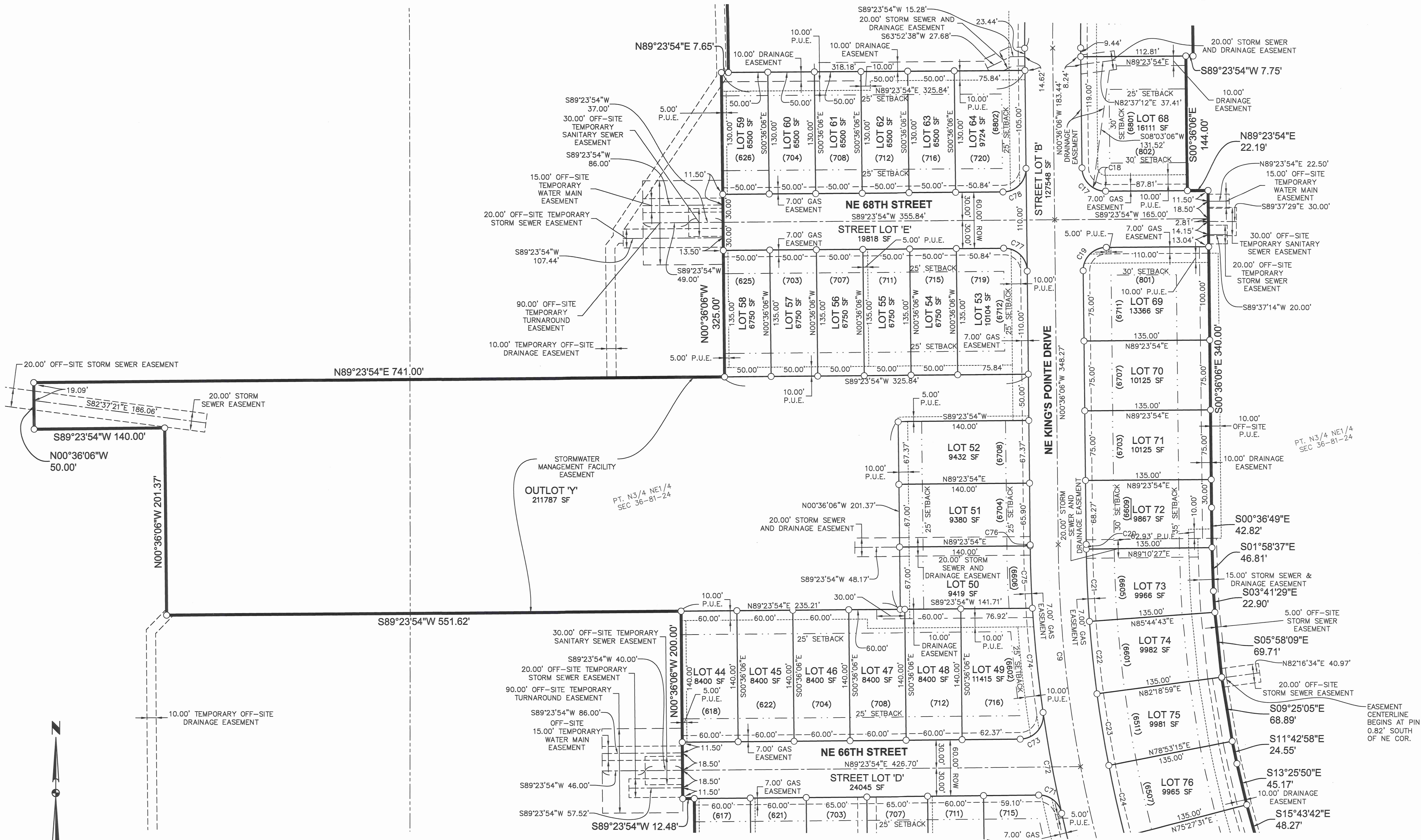
CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

KING'S POINTE PLAT 1
FINAL PLAT

KING'S POINTE PLAT 1

FINAL PLAT

SEE SHEET 5



FILE: H:\2024\2401089\2401089-FINAL PLATINGS
PLOTTER: 6/21/2024 8:11 AM
TECH: JON ERMAL

DATE	REVISIONS
06/21/24	THIRD SUBMITTAL
06/07/24	SECOND SUBMITTAL
05/24/24	FIRST SUBMITTAL
05/01/24	REVISED
02/21/24	PREPARED

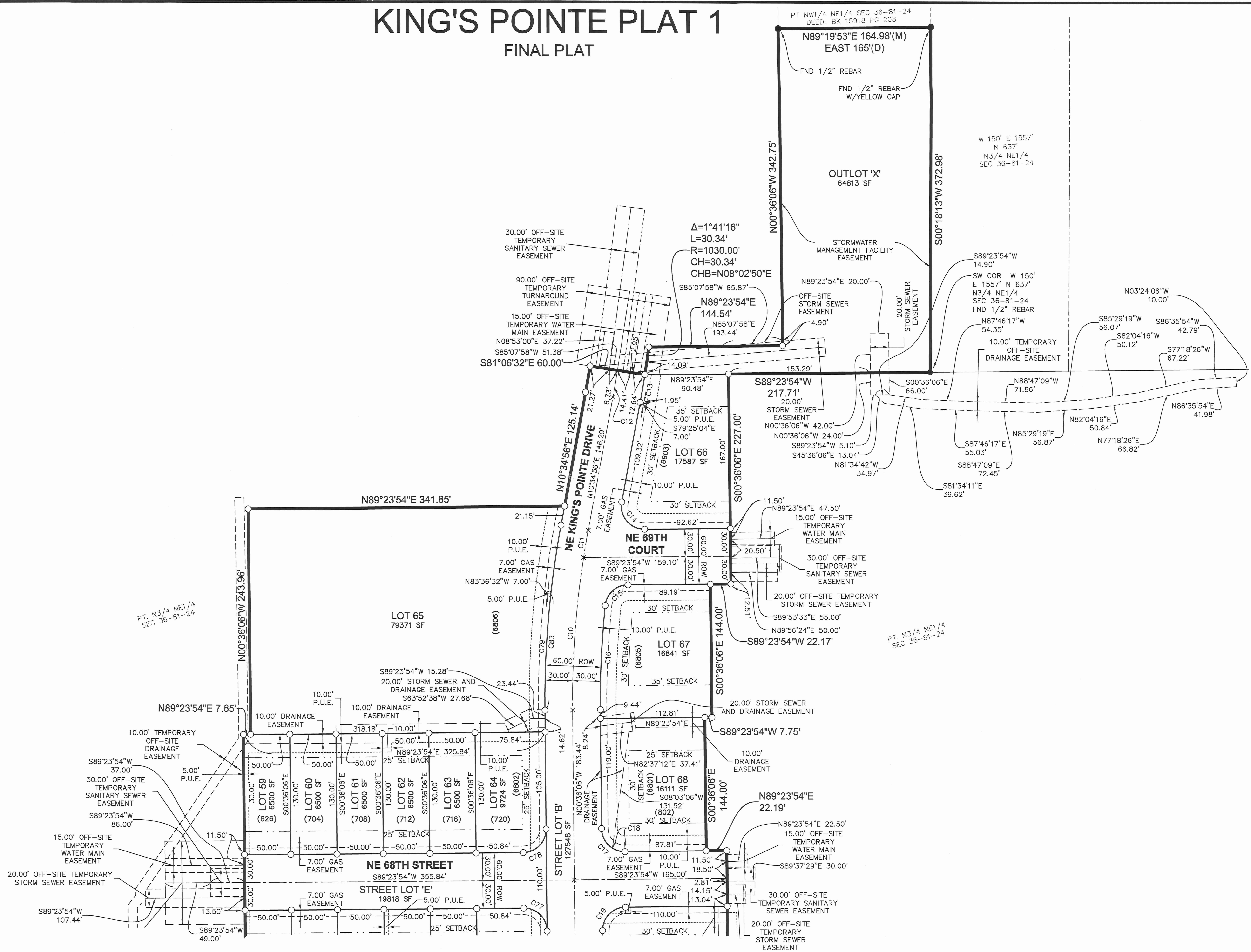
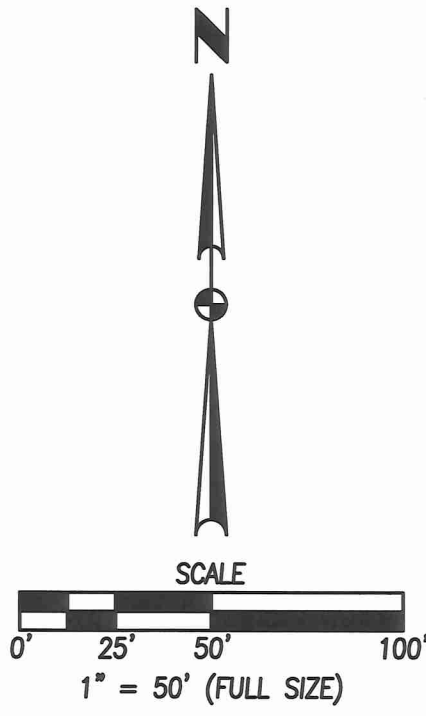
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400



KING'S POINTE PLAT 1
FINAL PLAT

ENGINEER: ANKENY, IOWA
TECH: REVIEW:

FILE: H:\2024\2401069\JMS\2401069-FINAL PLAT.DWG
PLOT: 6/21/2024 8:11 AM
DRAWN BY: JMS
CHECKED BY: JMS
DATE: 6/21/2024



SEE SHEET 4

KING'S POINTE PLAT 1

FINAL PLAT

DATE	REVISIONS
06/21/24	THIRD SUBMITTAL
06/07/24	SECOND SUBMITTAL
05/24/24	FIRST SUBMITTAL
03/01/24	REVISED
02/21/24	PREPARED

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



ANKENY, IOWA

KING'S POINTE PLAT 1

FINAL PLAT

Brenda Fuglsang

Subject:

FW: [External] Kings Pointe Plat 1 Final Plat proposal

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION

June 18, 2024
BT

From: Jeremy Nefzger <jjnezy32@yahoo.com>

Sent: Tuesday, June 18, 2024 6:59 AM

To: Jake Heil <JHeil@AnkenyIowa.gov>; Ryan Kirschman <RKirschman@AnkenyIowa.gov>

Cc: Grant Goldsberry <grantgoldsberry@gmail.com>; Patty Tim <ptvogel@hush.com>; Dgibson57 <dgibson57@q.com>; Jodi Goldsberry <jodigoldsberry@gmail.com>

Subject: [External] Kings Pointe Plat 1 Final Plat proposal

Jake and Ryan, please pass onto the planning and zoning commission. Thank you!

To the members of the Planning and Zoning Commission.

On the consent agenda item Kings Pointe Plat 1 Final Plat proposal, we are writing on the behalf of our family and our fellow Four Mile Four Official plat property owners as a reminder that Outlot Y of the Official Four Mile Four subdivision is an indivisible and unbuildable lot without approval from the rest of the Four Mile Four plat property owners since the subdivision has been completed. As you are reviewing the Kings Pointe Plat1 final plat proposal take note that Outlot Y would cause Outlot Y of the Four Mile Four to be divided. It was noted in the April 16th Planning and Zoning commission meeting that " **The City will require that the applicant/property owner provide documentation that an agreement has been reached to the satisfaction of all the property owners within the Four Mile Four Plat before any final plats that incorporate Outlet Y move forward.**" So it was very surprising to read in the City of Ankeny Staff report that the City Staff's recommendation to approve without having any proof of any agreement. No contact has been made between the applicant and the other property owners of the Four Mile Four Official Plat and no consent has been given for the modification of Outlot Y of the Four Mile Four Official Plat. Continuing with the approval of the Final Plat of King's Pointe Plat 1 would result in a subdivision of the Outlot Y in the Four Mile Four. As noted in previous communications with your commission The Iowa Supreme Court has ruled on several occasions that notes on an Official plat can create restrictions that run with the land. I believe approving this Final Plat as proposed would open the City of Ankeny to potential litigation since the City has been made aware of this fact several times in the past year. To be clear, it is only the Outlot Y of the Kings Pointe Plat1 that violates Outlot Y restrictions of the Four Mile Four Official Plat. Outlot Y of the Kings Pointe Plat 1 can be seen on Sheet 1 and 4 of the proposed Kings Pointe Plat 1 Final Plat.

We request that you deny the King's Pointe Plat 1 final plat as currently proposed.

Thank you for your time.

Jeremy & Teresa Nefzger

1558 NE 126th Ave.

Alleman, IA 50007



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 the property at 3625 N Ankeny Blvd and associated with the development of the North Ankeny Medical Park MRI Addition Site Plan.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Easement

WHEN RECORDED RETURN TO:

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

Preparer Information: Bryan Morrissey, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: 515-963-3551

RESOLUTION

**RESOLUTION ACCEPTING A STORM WATER MANAGEMENT FACILITY MAINTENANCE
COVENANT AND PERMANENT EASEMENT AGREEMENT,
LOCATED ON THE PROPERTY AT 3625 N ANKENY BLVD AND ASSOCIATED WITH THE
DEVELOPMENT OF THE NORTH ANKENY MEDICAL PARK MRI ADDITION SITE PLAN**

WHEREAS, the Community Development Director of the City of Ankeny, Iowa, approved the North Ankeny Medical Park MRI Addition Site Plan on June, 26 2024;

WHEREAS, a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on the property at 3625 N Ankeny Blvd; and associated with the development of the North Ankeny Medical Park MRI Addition Site Plan, 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 the property at 3625 N Ankeny Blvd and associated with the development of the North Ankeny Medical Park MRI Addition Site Plan is hereby accepted.

PASSED AND APPROVED this 1st day of July, 2024.

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:

**STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT is entered into among; Central Iowa Hospital Corporation, an Iowa corporation ("CIHC"), North Ankeny Medical Park, LLC, an Iowa limited liability company ("NAMP") (hereinafter collectively 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 1 AND OUTLOT X IN ANKENY MEDICAL PARK 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 "B" ATTACHED HERETO.

A STORMWATER MANAGEMENT EASEMENT BEING A PART OF OUTLOT X, ANKENY MEDICAL PARK PLAT 1, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, BEING PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE OF THE 5TH PRINCIPAL MERIDIAN, IN POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 1 NORTH 89°57'46" EAST, FOR A DISTANCE OF 526.55 FEET;
THENCE NORTH 00°02'14" WEST, A DISTANCE OF 93.50 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 94.16 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 73.50 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 52.38 FEET;
THENCE NORTH 89°57'46" EAST, A DISTANCE OF 246.94 FEET;
THENCE NORTH 77°02'28" EAST, A DISTANCE OF 258.55 FEET;
THENCE SOUTH 00°27'53" EAST, A DISTANCE OF 204.32 FEET;
THENCE SOUTH 89°57'46" WEST, A DISTANCE OF 574.06 FEET TO THE POINT-OF-BEGINNING;

CONTAINING 87,246 SQUARE FEET (2.008 ACRES) MORE OR LESS.

(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") in Ankeny Medical Park Plat 1 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 NAMP 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. NAMP'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, provided, however, that NAMP's obligations under this Agreement may be transferred to CIHC upon the expiration or termination of that certain Ground Lease between CIHC and NAMP dated November 23, 2015.
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 NAMP 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:

100% to NAMP, or

if the Ground Lease between NAMP and CIHC has expired or been terminated for any reason, then 100% to CIHC

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 A, attached hereto and made a part hereof).

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City 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 CIHC holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that CIHC has good and lawful authority to convey the same; and CIHC 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.

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

Signed this 13th day of June, 2024

Grantor:

NORTH ANKENY MEDICAL PARK, LLC

By: WCKLC-NAMP, L.C., an Iowa
limited liability company, Member

By: William C. Knapp, L.C., an Iowa
limited liability company, Sole Member

By: Gerard D. Neugent
Gerard D. Neugent, Manager

By: Hubbell Medical Park Investors, LLC, an Iowa
limited liability company, Member

By: Hubbell Realty Company, Manager

By: _____
Name: _____
Its: _____

By: Central Iowa Hospital Corporation
an Iowa nonprofit corporation

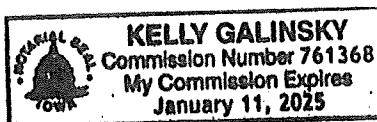
By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

STATE OF IOWA)
)ss:
COUNTY OF POLK)

The forgoing instrument was acknowledged before me on this 10th day of June, 2024, by Gerard D. Neugent, Manager of William C. Knapp, L.C., Member of WCKLC-NAMP, LLC and Member of North Ankeny Medical Park, LLC.

(Stamp or Seal)



Kelly Galinsky
Notary Public

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

Signed this 13th day of June, 2024

Grantor:
NORTH ANKENY MEDICAL PARK, LLC

By: WCKLC-NAMP, L.C., an Iowa
limited liability company, Member

By: William C. Knapp, L.C., an Iowa
limited liability company, Sole Member

By: _____
Gerard D. Neugent, Manager

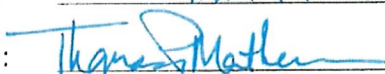
By: Hubbell Medical Park Investors, LLC, an Iowa
limited liability company, Member

By: Hubbell Realty Company, Manager

By: _____
Name: _____
Its: _____

By: Central Iowa Hospital Corporation
an Iowa nonprofit corporation

By: 
Name: Jon Rodentz
Its: Market President

By: 
Name: THOMAS P MATTHEWS
Its: CFO

STATE OF IOWA)
)ss:
COUNTY OF POLK)

The forgoing instrument was acknowledged before me on this ____ day of June, 2024, by Gerard D. Neugent, Manager of William C. Knapp, L.C., Member of WCKLC-NAMP, LLC and Member of North Ankeny Medical Park, LLC.

(Stamp or Seal)

Notary Public

STATE OF IOWA)
)ss:
COUNTY OF POLK)

The forgoing instrument was acknowledged before me on this ____ day of June, 2024 by _____, _____ of Hubbell Realty Company, Manager of Hubbell Medical Park Investors, LLC and Member of North Ankeny Medical Park, LLC.

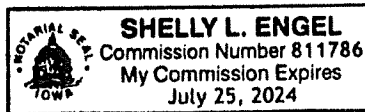
(Stamp or Seal)

Notary Public

STATE OF IOWA)
)ss:
COUNTY OF POLK)

The forgoing instrument was acknowledged before me on this 13 day of June, 2024 by Jon Rozenfeld, President of Central Iowa Hospital Corporation, Member of North Ankeny Medical Park, LLC.

(Stamp or Seal)



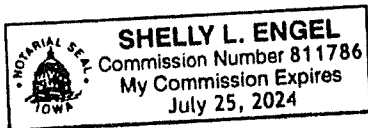
Shelly L Engel

Notary Public

STATE OF IOWA)
)ss:
COUNTY OF POLK)

The forgoing instrument was acknowledged before me on this 13 day of June, 2024 by Thomas P. Mathews CEO of Central Iowa Hospital Corporation, Member of North Ankeny Medical Park, LLC.

(Stamp or Seal)



Shelly L Engel

Notary Public

Grantor:
NORTH ANKENY MEDICAL PARK, LLC

By: WCKLC-NAMP, L.C., an Iowa
limited liability company, Member

By: William C. Knapp, L.C., an Iowa
limited liability company, Sole Member

By: _____
Gerard D. Neugent, Manager

By: Hubbell Medical Park Investors, LLC, an Iowa
limited liability company, Member

By: Hubbell Realty Company, Manager

By: Casey Port
Name: CASEY PORT
Its: VICE PRESIDENT

By: Central Iowa Hospital Corporation
an Iowa nonprofit corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

STATE OF IOWA)
)ss:
COUNTY OF POLK)

The forgoing instrument was acknowledged before me on this ____ day of June, 2024, by Gerard D. Neugent, Manager of William C. Knapp, L.C., Member of WCKLC-NAMP, LLC and Member of North Ankeny Medical Park, LLC.

(Stamp or Seal)

Notary Public

STATE OF IOWA)
)ss:
COUNTY OF POLK)

The forgoing instrument was acknowledged before me on this 7 day of June, 2024 by
CASEY PORT, VICE PRESIDENT of Hubbell Realty
Company, Manager of Hubbell Medical Park Investors, LLC and Member of North Ankeny
Medical Park, LLC.

(Stamp or Seal)



[Signature]

Notary Public

STATE OF IOWA)
)ss:
COUNTY OF POLK)

The forgoing instrument was acknowledged before me on this ____ day of June, 2024 by
_____, _____ of Central Iowa Hospital Corporation, Member of North
Ankeny Medical Park, LLC.

(Stamp or Seal)

Notary Public

STATE OF IOWA)
)ss:
COUNTY OF POLK)

The forgoing instrument was acknowledged before me on this ____ day of June, 2024 by
_____, _____ of Central Iowa Hospital Corporation, Member of North
Ankeny Medical Park, LLC.

(Stamp or Seal)

Notary Public

GRANTOR

Central Iowa Hospital Corporation
an Iowa nonprofit corporation

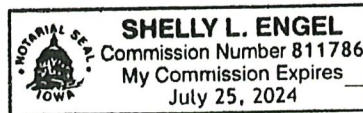
By: Jon Rozenfeld
Name: Jon Rozenfeld
Its: Market President

By: Thomas P. Mathews
Name: Thomas P. Mathews
Its: CEO

STATE OF IOWA)
)ss:
COUNTY OF POLK)

The forgoing instrument was acknowledged before me on this 13 day of June, 2024 by
Jon Rozenfeld, Market President of Central Iowa Hospital Corporation, Member of North
Ankeny Medical Park, LLC.

(Stamp or Seal)

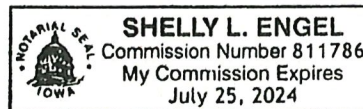


Shelly L. Engel
Notary Public

STATE OF IOWA)
)ss:
COUNTY OF POLK)

The forgoing instrument was acknowledged before me on this ____ day of June, 2024 by
Thomas P. Mathews, CEO of Central Iowa Hospital Corporation, Member of North
Ankeny Medical Park, LLC.

(Stamp or Seal)



Shelly L. Engel
Notary Public

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: _____

Name: _____

Title: _____

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

AGREEMENT AND WAIVER POST CONSTRUCTION STORM WATER MANAGEMENT

THIS AGREEMENT made and entered into by and among the City of Ankeny, Iowa, hereinafter referenced the CITY, Central Iowa Hospital Corporation, and North Ankeny Medical Park, LLC hereinafter collectively referenced to as 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:

SEE EXHIBIT "B" ATTACHED HERETO.

and applies to the property described as:

LOT 1 AND OUTLOT X IN ANKENY MEDICAL PARK 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: CENTRAL IOWA HOSPITAL CORPORATION

By Jon Lorentfeld
Name Jon Lorentfeld
Date 6/13/2024
Witness Shelly L Engel
Name Shelly L Engel

GROUND LEASEHOLDER NAME: NORTH AKNENY MEDICAL PARK, LLC

By _____
Name _____
Date _____
Witness _____
Name _____

LENDER NAME: WEST BANK

By: _____
Name: _____
Title: _____

PROPERTY OWNER NAME: CENTRAL IOWA HOSPITAL CORPORATION

By _____

Name _____

Date _____

Witness _____

Name _____

GROUND LEASEHOLDER NAME: NORTH AKNENY MEDICAL PARK, LLC

By Gerard D. Neugent _____

Name Gerard D. Neugent, Manager _____

Date June 7, 2024 _____

Witness Kelly Galinsky _____

Name Kelly Galinsky _____

LENDER NAME: WEST BANK

By: _____

Name: _____

Title: _____

PROPERTY OWNER NAME: CENTRAL IOWA HOSPITAL CORPORATION

By _____

Name _____

Date _____

Witness _____

Name _____

GROUND LEASEHOLDER NAME: NORTH AKNENY MEDICAL PARK, LLC

By _____

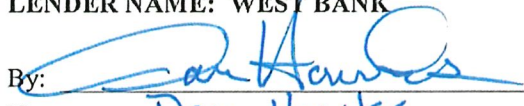
Name _____

Date _____

Witness _____

Name _____

LENDER NAME: WEST BANK

By:  _____

Name: Dan Hawks _____

Title: S.V.P. _____

EXHIBIT B: EASEMENT PLAT

LEGAL DESCRIPTION

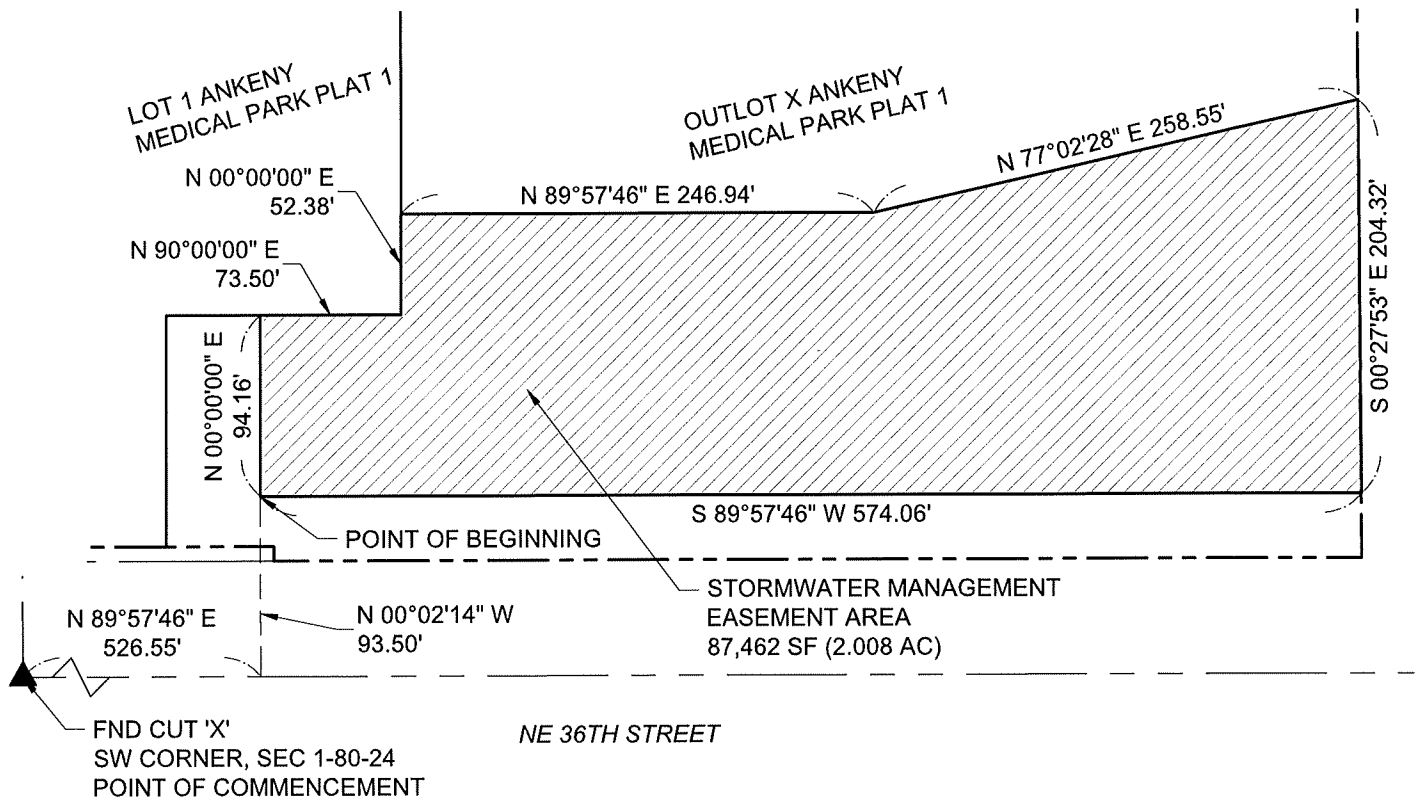
A STORMWATER MANAGEMENT EASEMENT BEING A PART OF OUTLOT X, ANKENY MEDICAL PARK PLAT 1, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, BEING PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE OF THE 5TH PRINCIPAL MERIDIAN, IN POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 1 NORTH 89°57'46" EAST, FOR A DISTANCE OF 526.55 FEET;
THENCE NORTH 00°02'14" WEST, A DISTANCE OF 93.50 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 94.16 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 73.50 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 52.38 FEET;
THENCE NORTH 89°57'46" EAST, A DISTANCE OF 246.94 FEET;
THENCE NORTH 77°02'28" EAST, A DISTANCE OF 258.55 FEET;
THENCE SOUTH 00°27'53" EAST, A DISTANCE OF 204.32 FEET;
THENCE SOUTH 89°57'46" WEST, A DISTANCE OF 574.06 FEET TO THE POINT-OF-BEGINNING;

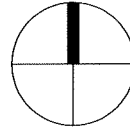
CONTAINING 87,246 SQUARE FEET (2.008 ACRES) MORE OR LESS.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- MONUMENT FOUND AS NOTED
- SET 5/8" REROD W/YELLOW CAP#13148
- SECTION LINE
- LOT LINE
- EXISTING EASEMENT
- ===== EASEMENT BOUNDARY

NORTH



0 50 100 200



SCALE IN FEET

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

4125 WESTOWN PKWY, SUITE 100
WEST DES MOINES, IOWA 50266
515.223.8104 | SHIVE-HATTERY.COM

EASEMENT

ANKENY MEDICAL PARK
ANKENY, IOWA

DATE	02/28/2024	SCALE
DRAWN BY	CWH	FIELD BOOK
APPROVED BY	MBB	REVISION

PROJECT NO.
2142305770

EX-B



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Alpha Landscapes, LLC in the amount of \$32,872.00 for the construction of the 2024 City-Wide Permanent Surface Restoration project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Alpha Landscapes, LLC for the 2024 City-Wide Permanent Surface Restoration project.

The 2024 City-Wide Permanent Surface Restoration project includes 35 CY of compost-amended topsoil, 2.54 acres of Type 1 conventional seeding and fertilizing, 0.56 acres of Type 6 conventional seeding and fertilizing, 3.10 acres of BFM erosion control mulching, 3.10 acres of spot herbicide application, temporary traffic control, and mobilization to the sites located throughout the City of Ankeny.

Bid invitations were sent to twelve (12) contractors. Two (2) bids were received for the project as follows:

Alpha Landscapes, LLC \$32,872.00

Absolute Concrete Construction, Inc. DBA Absolute Group \$78,700.00

The Engineer's estimated cost for the project was \$69,750.00. The bids ranged from 53% below to 13% above the engineer's estimate. Alpha Landscapes, LLC has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2024 City-Wide Permanent Surface Restoration project to Alpha Landscapes, LLC of Johnston, Iowa.

FISCAL IMPACT: No

The cost for permanent surface restoration at these locations was included with the individual construction projects in the 2024-2028 CIP for this year.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from Alpha Landscapes, LLC for the 2024 City-Wide Permanent Surface Restoration project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

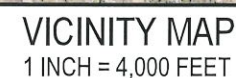
ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Location Map
 Bid Tabulation
 Contract
 Resolution

**CITY OF ANKENY
POLK COUNTY, IOWA
PROJECT NO. 2024-024**



LEGEND

	SUDAS TYPE 1
	SUDAS TYPE 6
	SUDAS TYPE 1 AND SUDAS TYPE 6

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

 Rebecca Ford 05/14/2024
Rebecca L. Ford, P.E. Date

License Number: P19717
My license renewal date is December 31, 2025.
Pages or sheets covered by this seal:

ALL

Bid Tabulation

2024 City-Wide Permanent Surface Restoration

Permanent Seeding of CIP Projects Constructed in 2024

6/11/2024

				Engineer's Estimate			Alpha Landscapes, LLC			Absolute Concrete Construction, Inc. DBA Absolute Group		
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		EARTHWORK										
2.01	2010-D-2	Topsoil, Compost-amended	CY	35	\$ 150.00	\$ 5,250.00	35	\$ 140.00	\$ 4,900.00	35	\$ 150.00	\$ 5,250.00
		TRAFFIC CONTROL										
8.01	8030-A	Temporary Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 775.00	\$ 775.00	1	\$ 1,750.00	\$ 1,750.00
		SITE WORK AND LANDSCAPING										
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	2.54	\$ 6,700.00	\$ 17,018.00	2.54	\$ 4,150.00	\$ 10,541.00	2.54	\$ 7,500.00	\$ 19,050.00
9.02	9010-A	Conventional Seeding and Fertilizing, Type 6	AC	0.56	\$ 6,700.00	\$ 3,752.00	0.56	\$ 4,150.00	\$ 2,324.00	0.56	\$ 7,500.00	\$ 4,200.00
9.03	9010-E	Warranty	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 1,750.00	\$ 1,750.00	1	\$ 4,000.00	\$ 4,000.00
9.04	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	3.10	\$ 7,200.00	\$ 22,320.00	3.10	\$ 2,900.00	\$ 8,990.00	3.10	\$ 7,500.00	\$ 23,250.00
9.05	9999-B	Spot Herbicide Application	AC	3.10	\$ 1,100.00	\$ 3,410.00	3.10	\$ 320.00	\$ 992.00	3.10	\$ 2,000.00	\$ 6,200.00
		MISCELLANEOUS										
11.01	11,020-A	Mobilization	LS	1	\$ 8,000.00	\$ 8,000.00	1	\$ 2,600.00	\$ 2,600.00	1	\$ 15,000.00	\$ 15,000.00
TOTAL AMOUNT BID =				\$69,750.00			\$32,872.00			\$78,700.00		

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 1st day of July, 2024, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Alpha Landscapes, 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:

2024 CITY-WIDE PERMANENT SURFACE RESTORATION

The 2024 City-Wide Permanent Surface Restoration project includes 35 CY of compost-amended topsoil, 2.54 acres of Type 1 conventional seeding and fertilizing, 0.56 acres of Type 6 conventional seeding and fertilizing, 3.10 acres of BFM erosion control mulching, 3.10 acres of spot herbicide application, temporary traffic control, and mobilization to the sites.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of THIRTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS (\$32,872.00), 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 **September 30, 2024**. 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 **Three Hundred Dollars (\$300.00) 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:

Alpha Landscapes, LLC

Contractor

By

[Signature]
Signature

Project Manager
Title

5145 NW Beaver Dr.

Street Address

Johnston, IA 50131

City, State, Zip Code

515-984-2651

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 3 2 8 - 4 3 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

State of _____)
) SS
_____ County)

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_____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

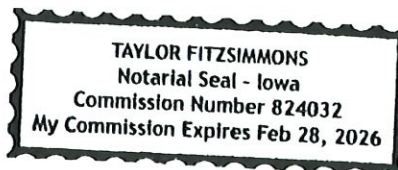
Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 17th day of June, 2024, before me a Notary Public in and for said county, personally appeared Andrew Doyle, to me personally known, who being by me duly sworn did say that person is Project Manager of said Alpha Landscapes, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said Alpha Landscapes, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Taylor Fitzsimmons
Notary Public in and for the State of Iowa
My commission expires 2/28/26, 2026



CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Topsoil, Compost-amended	CY	35	\$ 140.00	\$ 4,900.00
	TRAFFIC CONTROL				
8.01	Temporary Traffic Control	LS	1	\$ 775.00	\$ 775.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 1	AC	2.54	\$ 4,150.00	\$ 10,541.00
9.02	Conventional Seeding and Fertilizing, Type 6	AC	0.56	\$ 4,150.00	\$ 2,324.00
9.03	Warranty	LS	1	\$ 1,750.00	\$ 1,750.00
9.04	Erosion Control Mulching, Hydromulching, BFM	AC	3.10	\$ 2,900.00	\$ 8,990.00
9.05	Spot Herbicide Application	AC	3.10	\$ 320.00	\$ 992.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$ 2,600.00	\$ 2,600.00

TOTAL CONTRACT AMOUNT =

\$32,872.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Alpha Landscapes LLC, as Principal (hereinafter the "Contractor" or "Principal") and _____
United Fire & Casualty Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of THIRTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS (\$32,872.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 1st day of July, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2024 CITY-WIDE PERMANENT SURFACE RESTORATION

The 2024 City-Wide Permanent Surface Restoration project includes 35 CY of compost-amended topsoil, 2.54 acres of Type 1 conventional seeding and fertilizing, 0.56 acres of Type 6 conventional seeding and fertilizing, 3.10 acres of BFM erosion control mulching, 3.10 acres of spot herbicide application, temporary traffic control, and mobilization to the sites.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **one (1)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be **Polk** County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred 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 1st day of July, 2024.

PRINCIPAL:

Alpha Landscapes LLC

Contractor

By

Signature

Project Manager

Title

SURETY:

United Fire & Casualty Company

Surety Company

By

Signature Attorney-in-Fact Officer

Sara Huston, Attorney-in-Fact

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

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



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, DIONE R. YOUNG, MICHELLE GRUIS, JOE TIERNAN, KATHLEEN BREWER, SETH D. ROOKER, SARA HUSTON, SHELBY GREINER, GINGER HOKE, JOHN CORD, JENNIFER MARINO, BEN WILLIAMS, KATE ZANDERS, LUKAS SCHRODER, JAMIE GIFFORD, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

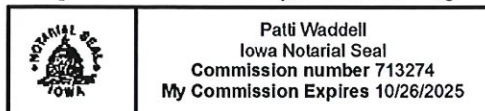
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 18th day of March, 2022

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President

State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 1st day of July, 2024



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



ALPHLAN-01

GTIBBEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2024

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 The Accel Group LLC 1045 76th St Ste 2050 West Des Moines, IA 50266	CONTACT NAME: Glenda Tibben CISR, AIC	
	PHONE (A/C, No, Ext): (515) 223-1600	FAX (A/C, No): (319) 365-6919
	E-MAIL ADDRESS: info@acceladvantage.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Selective Insurance Group	12572
INSURED Alpha Landscapes LLC 31273 510th Ave Slater, IA 50244	INSURER B : Markel Insurance Company	38970F
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		S 2622490	12/16/2023	12/16/2024	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 \$ 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			S 2622490	12/16/2023	12/16/2024	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 \$ 0			S 2622490	12/16/2023	12/16/2024	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 / A		MWC0219998-01	12/16/2023	12/16/2024	☒ 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)

2024 CITY-WIDE PERMANENT SURFACE RESTORATION

City of Ankeny is listed as additional insureds in regard to Blanket Additional Insured form CG7988 regarding General Liability when required by written contract for ongoing and completed operations. Coverage is primary & noncontributory.

CERTIFICATE HOLDER

CANCELLATION

City of Ankeny 1210 NW Prairie Ridge Drive Ankeny, IA 50023	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Blake Branner</i>

Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSURED

1. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 07-04 (or subsequent edition or its equivalent, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

2. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 07-04 (or subsequent) edition or its equivalent, then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

3. The insurance afforded to the additional insureds in Paragraphs 1. and 2. above:
 - a. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
 - b. Only applies to the extent permitted by law; and
 - c. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

4. Exclusions

- a. With respect to the insurance afforded to additional insureds under **a. Ongoing Operations** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" 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 site 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.

- b. With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations**, the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

5. Conditions

With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph 4. **Other Insurance**, **a. Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and

- b. You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

B. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

1. The following is added to **Exclusion j.** under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs (4) and (5) of this exclusion do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:

- a. Personal property, including keys, in the care, custody or control of an insured; and
- b. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under **a.** and **b.** above in any one "occurrence" or for all damages during any one policy period is a sub-limit of \$100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under **a.** and **b.** above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

2. With respect this provision only, the following is added to Definition 17. under **SECTION V — DEFINITIONS**:

"Property damage" also includes adjustment of locks to fit new keys or the cost of new locks, including their installation, when replacing keys covered in Paragraph 1.(a) above provided that such "property damage" is not a result of any dishonest act on the part of any insured, or the insured's employees or agents, whether acting alone or in collusion.

C. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONTROLLED (WRAP-UP) INSURANCE PROGRAM

1. The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other Insurance **b. Excess Insurance (1)(a)**:

- (v) That is covered by a "controlled (wrap-up) insurance program" in which you are enrolled for your ongoing operations or operations included within the "products-completed operations hazard", unless such "controlled (wrap-up) insurance program" is specifically excluded from coverage on this policy.

2. The following is added to **SECTION V — DEFINITIONS**:

"Controlled (wrap-up) insurance program" 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).

D. FELLOW EMPLOYEE EXTENSION

Under **SECTION II — WHO IS AN INSURED** Paragraphs 2.a. and 2.a. (1) are replaced by the following:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

With respect to this provision only, Subparagraph (1) of Exclusion 2. **e. Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

E. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. under **SECTION V — DEFINITIONS** is amended as follows:

1. Paragraph **c.** is deleted in its entirety and replaced by the following:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** is deleted in its entirety.

F. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for personal injury be removed from the policy, then Exclusion **e. Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced by the following:

e. Contractual Liability

“Personal and advertising Injury” for which the insured has assumed liability in a contract or agreement arising out of an “advertisement”. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement”.

G. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of “suits” against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

H. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to \$1,000,000.

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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CG 73 00 10 23
Page 1 of 10

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ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:
1. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, 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 by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d)** Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and

- (2)** You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

RESOLUTION 2024-XXX

A RESOLUTION ACCEPTING A PROPOSAL FROM ALPHA LANDSCAPES, LLC IN THE AMOUNT OF \$32,872.00 FOR THE CONSTRUCTION OF THE 2024 CITY-WIDE PERMANENT SURFACE RESTORATION PROJECT.

WHEREAS, the City of Ankeny desires to complete 3.10 acres of seeding and fertilizing at various locations throughout the City, and;

WHEREAS, a request for proposal was sent out to twelve (12) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Alpha Landscapes, LLC	\$32,872.00
Absolute Concrete Construction, Inc. DBA Absolute Group	\$78,700.00
Engineer's Estimated Cost	\$69,750.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Alpha Landscapes, LLC in the amount of \$32,872.00 be accepted for the construction of the 2024 City-Wide Permanent Surface Restoration project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 1st day of July, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements in Spectrum 36 Plat 2 for water main, sanitary sewer, and storm sewer.

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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 Resolution
 Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN SPECTRUM 36 PLAT 2 FOR UTILITIES

WHEREAS, on the 6th day of May, 2024, the City of Ankeny, Iowa entered into a three-party contract with The Underground Company, Ltd., the Contractor, and Threshold Capital, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2024-201; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on July 1st, 2024 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

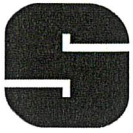
PASSED AND APPROVED on this 1st day of July, 2024.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk



CERTIFICATE OF COMPLETION

Spectrum 36 Plat 2

Ankeny, Iowa

July 1st, 2024

This is to certify that the construction improvements on the Spectrum 36 Plat 2 project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.

Jon Hanson, P.E.

15562
Iowa Reg. No.



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements in Spectrum 36 Plat 2 for concrete paving.

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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 Resolution
 Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN SPECTRUM 36 PLAT 2 FOR CONCRETE PAVING

WHEREAS, on the 6th day of May, 2024, the City of Ankeny, Iowa entered into a three-party contract with Manatts, Inc., the Contractor, and Threshold Otter Creek, the Developer, for the construction of certain public improvements generally described as Concrete Paving, approved under Resolution No. 2024-203; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on July 1st, 2024 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

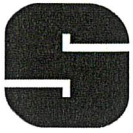
PASSED AND APPROVED on this 1st day of July, 2024.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk



CERTIFICATE OF COMPLETION

Spectrum 36 Plat 2

Ankeny, Iowa

July 1st, 2024

This is to certify that the construction improvements on the Spectrum 36 Plat 2 project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.

Jon Hanson, P.E.

15562
Iowa Reg. No.



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements in Spectrum 36 Plat 2 for asphalt paving.

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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 Resolution
 Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN SPECTRUM 36 PLAT 2 FOR ASPHALT PAVING

WHEREAS, on the 6th day of May, 2024, the City of Ankeny, Iowa entered into a three-party contract with Inroads LLC, the Contractor, and Threshold Otter Creek, LLC, the Developer, for the construction of certain public improvements generally described as Asphalt Paving, approved under Resolution No. 2024-202; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on July 1st, 2024 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

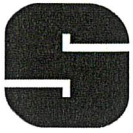
PASSED AND APPROVED on this 1st day of July, 2024.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk



CERTIFICATE OF COMPLETION

Spectrum 36 Plat 2

Ankeny, Iowa

July 1st, 2024

This is to certify that the construction improvements on the Spectrum 36 Plat 2 project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.

Jon Hanson, P.E.

15562
Iowa Reg. No.



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements in Spectrum 36 Plat 2 for subgrade.

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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 Resolution
 Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN SPECTRUM 36 PLAT 2 FOR SUBGRADE

WHEREAS, on the 6th day of May, 2024, the City of Ankeny, Iowa entered into a three-party contract with Huber Grading Inc., the Contractor, and Threshold Otter Creek, LLC, the Developer, for the construction of certain public improvements generally described as subgrade preparation, approved under Resolution No. 2024-204; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on July 1st, 2024 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

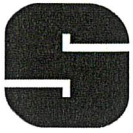
PASSED AND APPROVED on this 1st day of July, 2024.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk



CERTIFICATE OF COMPLETION

Spectrum 36 Plat 2

Ankeny, Iowa

July 1st, 2024

This is to certify that the construction improvements on the Spectrum 36 Plat 2 project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.

Jon Hanson, P.E.

15562
Iowa Reg. No.



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements for paving and subgrade prep associated with SE Four Mile Drive Turn Lane Improvements .

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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 Resolution
 Certificate of Completion
 Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN SE FOUR MILE DRIVE HUBBELL TURN LANE IMPROVEMENTS FOR PAVING & SUBGRADE PREP

WHEREAS, on the 6th day of May, 2024, the City of Ankeny, Iowa entered into a three-party contract with McAninch Corporation, the Contractor, and Four Mile RE, LLC, the Developer, for the construction of certain public improvements generally described as Paving and Subgrade Prep, approved under Resolution No. 2024-206; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on July 1st, 2024 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 1st day of July, 2024.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

SE Four Mile Dr.

(Public Improvements associated with Four Mile Dr Turn Lane)

Ankeny, Iowa

July 1st, 2024

This is to certify that the construction improvements on the **SE Four Mile Dr.; Four Mile Turn Lane** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



Brad Freeman, PE
Project Manager
Clapsaddle-Garber Associates, Inc.
Iowa License Number IA 25470

July 1, 2024

Mark Valmore, PE
Civil Engineer II

Municipal Utilities - Development Engineering
City of Ankeny Public Services Building
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Four Mile Turn Lane (CGA Proj. # 24-DS-0037)
Public Improvement Acceptance - Letter of Assurance

Dear Mark,

On behalf of Hubbell Development Services, we respectfully request acceptance of the public improvements for Four Mile Turn Lane public improvements. This project was constructed in substantial conformance with the approved plans and specifications to the best of our knowledge. Clapsaddle-Garber Associates, Inc. has provided the following documents for your review and file:

- Record Drawings
- Inspector Daily Field Notes
- Test Reports

We ask that this request be placed on the City Council meeting agenda to consider acceptance of the aforementioned public improvements. Should you have any questions or concerns, feel free to contact us.

Sincerely,



Clapsaddle-Garber Associates, Inc.

Brad Freeman, PE
Project Manager

Enc: See above



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction on the High Trestle Trail Experience Park - Phase 1 project and fixing a date for hearing thereon and taking bids therefor. (date of bid opening: 7/30/24 @ 10:30 A.M. / date of hrg: 8/5/24 @ 5:30 P.M.)

EXECUTIVE SUMMARY:

The High Trestle Trail Experience Park - Phase 1 project includes the placement of new light fixtures, power along an existing trail corridor and construction of a new glow trail segment. Site restoration includes new shade trees, areas of turf, native seeding, and additional landscaping. Low mounds built along the corridor integrated with new trail segments and siting of future art installations, and other associated work indicated in the drawings and specifications.

Add-Alternate A: Pedestrian Pole Lighting (To light the existing trail between Southwest Walnut Street and South Ankeny Boulevard)

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor shall commence work on the improvements any time after a written Notice to Proceed is issued, no later than August 19, 2024. The Contractor shall fully complete the overall project no later than April 25, 2025. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: July 1, 2024
2. Post Notice to Bidders and Notice of Public Hearing: July 3, 2024
3. Publish Notice to Bidders and Notice of Public of Hearing: July 19, 2024
4. Bid Opening (10:30 A.M., Public Services Building): July 30, 2024
5. Public Hearing and Contract Award: August 5, 2024 (Hold Public Hearing on the plans, specifications, form of contract, estimated total cost and enhancement of payment; and review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

This project is included in the City's current Capital Improvement Program with construction scheduled for 2024.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as July 30, 2024 and setting the public hearing date as August 5, 2024 for the High Trestle Trail Experience Park - Phase 1 project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on July 3, 2024 and to be published in the Des Moines Register on July 19, 2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Resolution](#)

 [Notice to Bidders and Notice of Public Hearing](#)

 [Location Map](#)

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE HIGH TRESTLE TRAIL EXPERIENCE PARK - PHASE 1, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE HIGH
TRESTLE TRAIL EXPERIENCE PARK - PHASE 1, AND
FIXING A DATE FOR HEARING THEREON AND TAKING OF
BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the High Trestle Trail Experience Park - Phase 1; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the High Trestle Trail Experience Park - Phase 1, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The High Trestle Trail Experience Park project includes the placement of new light fixtures, power along an existing trail corridor and construction of a new glow trail segment. Site restoration includes new shade trees, areas of turf, native seeding, and additional landscaping. Low mounds built along the corridor integrated with new trail segments and siting of future art installations, and other associated work indicated in the drawings and specifications.

Add-Alternate A: Pedestrian Pole Lighting (To light the existing trail between Southwest Walnut Street and South Ankeny Boulevard)

The work shall be performed adjacent to the High Trestle Trail from West 1st Street to South Ankeny Boulevard, Ankeny, Iowa.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to July 30, 2024, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on August 5, 2024, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on August 5, 2024.

PASSED AND APPROVED this 1st day of July, 2024.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

HIGH TRESTLE TRAIL EXPERIENCE PARK – PHASE 1 CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost for the **High Trestle Trail Experience Park – Phase 1** project at its meeting at **5:30 P.M.** on the 5th day of August 2024, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:

<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtVHNxcWZFak9Pd09>

Meeting ID: 973 1299 2966 Passcode: 1234

2. Join Meeting by Phone:

Dial: +1 312 626 6799

Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **30th day of July, 2024**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 30th day of July, 2024**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 5th day of August, 2024**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no later than August 19, 2024**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in August 2024.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from the City of Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-963-3576 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

HIGH TRESTLE TRAIL EXPERIENCE PARK – PHASE 1

The High Trestle Trail Experience Park project includes the placement of new light fixtures, power along an existing trail corridor and construction of a new glow trail segment. Site restoration includes new shade trees, areas of turf, native seeding, and additional landscaping. Low mounds built along the corridor integrated with new trail segments and siting of future art installations, and other associated work indicated in the drawings and specifications.

Add-Alternate A: Pedestrian Pole Lighting (To light the existing trail between Southwest Walnut Street and South Ankeny Boulevard)

The work shall be performed adjacent to the High Trestle Trail from West 1st Street to South Ankeny Boulevard, Ankeny, Iowa.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of one (1) year from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the overall project no later than **April 25, 2025**. Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Eight Hundred Dollars (\$800.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this 1st day of July, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the 3rd day of July, 2024.

Published in the Des Moines Register the 19th day of July, 2024.



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider 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 20, 2024; 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:

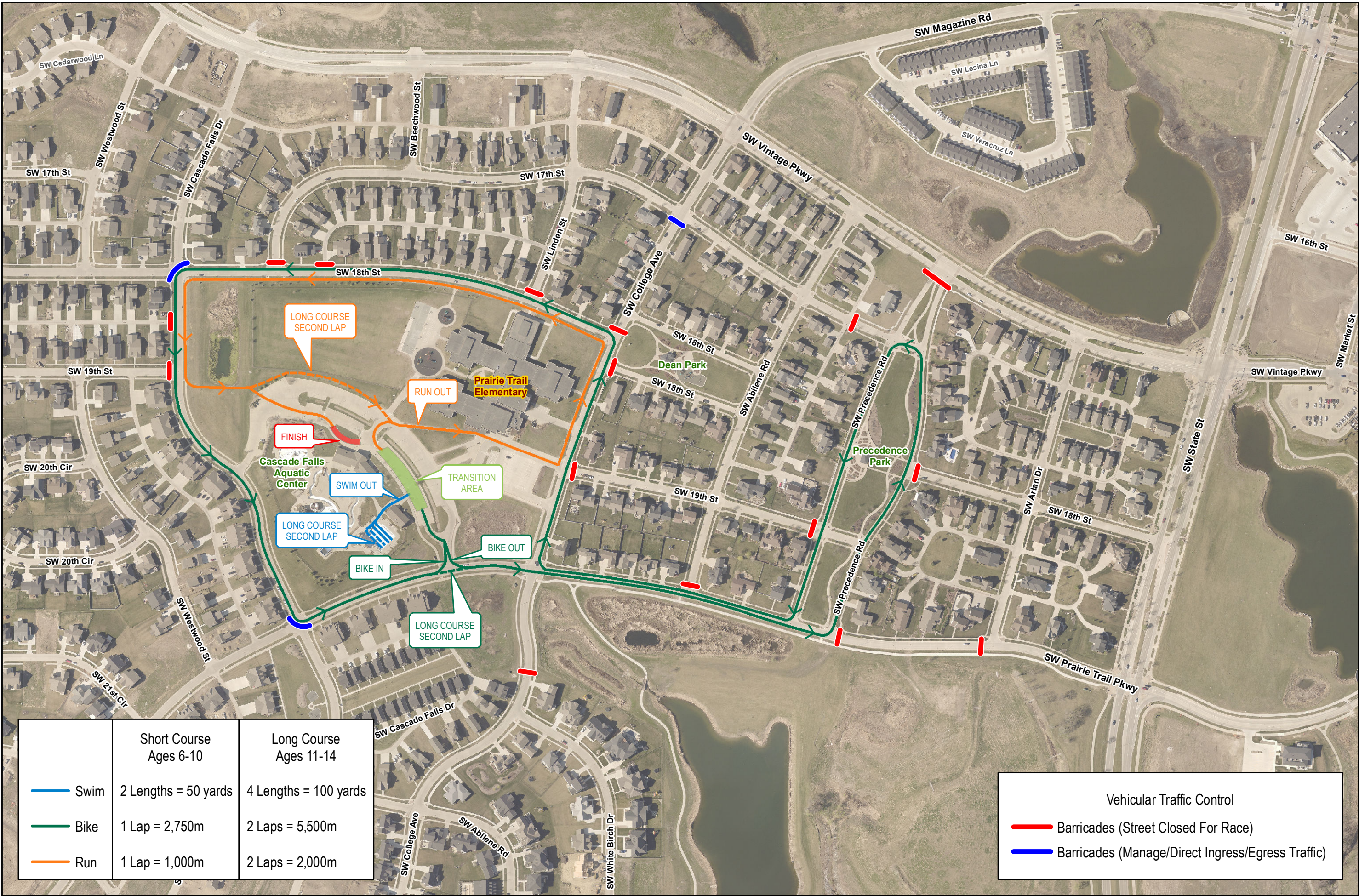
1. That SW 18th St from the corner of Cascade Falls Dr to SW College Ave shall be temporarily closed between the hours of 8:00 A.M. and 10:00 A.M., July 20, 2024; and
2. That SW Cascade Falls Dr from the corner of SW 18th St to SW Prairie Trail Pkwy shall be temporarily closed between the hours of 8:00 A.M. and 10:00 A.M., July 20, 2024; 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 20, 2024; 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 20, 2024; 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 20, 2024; 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 1st DAY OF JULY, 2024.

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 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny to enter into a grant agreement with Bravo Greater Des Moines for a Public Art Grant for a glow trail along the High Trestle Trail.

EXECUTIVE SUMMARY:

This grant funding will be used to construct an approximately 425' concrete glow trail adjacent to the High Trestle Trail. The glow trail will be a side path and will be located on the east side of the trail, east of SW Walnut Street near the Uptown Business District. The project was prioritized during public surveys and visioning for the area during the High Trestle Trail Corridor Public Art Master Plan process.

This feature will be constructed as part of Phase I of the High Trestle Trail Experience Park project, which is expected to be bid this summer, with construction beginning late summer/early fall. Phase I is expected to be completed by Spring 2025.

FISCAL IMPACT: **Yes**

The grant agreement requires a 1:1 match; therefore, \$20,000 of City funds will be necessary to draw

\$20,000 of Bravo funding for this project. The match was included in the current CIP budget and was funded with existing hotel/motel tax revenue and included in the High Trestle Trail Experience Park phase I improvements budget. The engineers estimate for construction of the glow trail is approximately \$40,000 and this grant funding will cover the difference between a standard concrete trail and a glow trail.

CITY MANAGER'S RECOMMENDATIONS:

To approve as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The City Council approved a resolution approving the application to Bravo for funding for this project at the April 1, 2024 City Council meeting.

PUBLIC OUTREACH EFFORTS:

Extensive public outreach over five years has been conducted to prioritize projects and project areas along the High Trestle Trail for side paths and experiences such as this.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Bravo PAG 2024 Agreement
 Bravo PAG 2024 Reso

RECIPIENT

Ankeny

PROJECT TITLE

High Trestle Trail Experience Park Glow Trail

GRANT AWARD

\$20,000

FUNDING TERM

July 1, 2024 - June 30, 2025

PROJECT COMPLETION TERM

July 1, 2024 - June 30, 2026

Failure to adhere to the terms herein may result in forfeiture of the grant award and may impact the eligibility of Ankeny ("Recipient") for future funding from Bravo Greater Des Moines ("Bravo").

Section 1 – ELIGIBILITY

Recipient represents and warrants that it is in good standing with Bravo and is a municipality with a current 28E Agreement with Bravo. An organization is in good standing with Bravo if it:

- Fully and completely meets all requirements in this Agreement;
- Accurately represents its project and its activities in all documents submitted to Bravo. This includes, but is not limited to grant application, final reports, mid-year evaluations (if applicable), financial reports and any other information requested by Bravo;
- Continues to meet the grant eligibility criteria;
- Submits grant information, documents and reports on or before the due date

Section 2 – FUNDING

2.1 Funding Source The source of funding for the PAG Program is Bravo's local government partners, the cities of Altoona, Ankeny, Bondurant, Carlisle, Clive, Des Moines, Grimes, Indianola, Johnston, Norwalk, Pleasant Hill, Polk City, Urbandale, Waukee, West Des Moines and Windsor Heights and Polk County pursuant to 28E Agreements.

2.2 Receipt of Funds All payments under this Agreement are subject to the possession by Bravo of enough funds for the GC24 PAG Program. Any termination, reduction or delay of funds from Bravo's local government partners to Bravo may, in Bravo's sole discretion, result in the termination, reduction or delay of PAG funds to Recipient and/or termination of this Agreement.

2.3 Use of Funds Recipient hereby agrees that grant funding will be used within the funding term and for the awarded Project as described in the original application for funding or, if applicable, as described in the grant award notification provided to Recipient by Bravo. All grant

funds not expended in a manner agreed to by Recipient and Bravo may result in the return of funds to Bravo. The project must be completed within the project completion term outlined above.

2.4 Cost Variation In the event that the actual project cost is less than the Total Project Cost amount specified in this Agreement, the Grant award may be reduced by the same ratio as the difference between the actual costs and the Total Project Cost specified in this Agreement divided by the Total Project Cost. Any Grant funds disbursed in excess of the reduced amount may need to be returned to Bravo.

Example: If the total amount spent to complete the Project is less than the Total Project Cost specified in this Agreement, Bravo shall calculate the amount of Grant funds to be returned as follows:

1. The actual amount spent on the project within the Funding Term is subtracted from the Total Project Cost specified in the Agreement to determine the change in the Project cost.
2. The change in the Project cost is divided by the Total Project Cost specified in the Agreement.
3. This percentage is multiplied by the original Grant Award.
4. The product is the amount of the Grant Award that Recipient must return to Bravo.

2.5 Prior Costs Grant funds may not be used to pay for expenditures made or costs incurred outside the dates of the Funding Term.

2.6 Disbursement of Funds Full payment of Grant funds will be made upon execution of this Agreement.

Section 3 – REPORTS

Recipient shall prepare and submit reports as specified below in the form and content specified by Bravo. Upon the request of Bravo, additional progress reporting may be required during the duration of this Agreement.

1. Midterm Report shall be provided by January 15, 2025.
2. Final Report shall be provided within 30 days of the project completion OR by July 15, 2026.

Section 4 – COVENANTS OF RECIPIENT

4.1 Affirmative Covenants Until the terms of this Agreement are fulfilled, Recipient covenants to Bravo that:

(a) **Notice of Proceedings** Recipient shall promptly notify Bravo of the initiation of any claims, lawsuits, bankruptcy proceedings or other proceedings brought against Recipient that would adversely impact the Project.

(b) **Indemnification** Recipient shall indemnify, defend and hold harmless Bravo and its officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims, including but not limited to taxes and all related costs and expenses, including but not limited to reasonable attorneys' fees and disbursements and cost of investigation,

litigation, settlement, judgments, interests and penalties arising from or in connection with the following:

1. Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Project;
2. Any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by Recipient of any representation or warranty made by Recipient in this Agreement;
3. Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that Recipient is required to insure against as provided for in this Agreement; and
4. Any claim, demand, action, citation or legal proceeding that results from an act or omission of Recipient or any of its agents in its capacity as an employer of a person.

4.2 Negative Covenants Throughout the Funding Term of this Agreement, Recipient shall not, without prior written disclosure to Bravo and prior written consent of Bravo:

(a) Recipient's Interest Assign, waive or transfer any of Recipient's rights, powers, duties or obligations under this Agreement.

(b) Property/Collateral Sell, transfer, convey, assign, encumber or otherwise dispose of any of the real property for the Project.

(c) Restrictions Place or permit any restrictions, covenants or any similar limitations on the real property for the Project.

(d) Removal of Project Property Remove from the Project site all or any part of the Project property.

(e) Recipient Operation Materially change the scope or use of the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient as described in Recipient's application, unless the change is approved in writing by Bravo. Bravo shall determine the materiality of the change.

Section 5 – DEFAULT; REMEDIES & TERMINATION

5.1 Notice of Event(s) of Default Recipient shall promptly notify Bravo upon becoming aware of an actual or imminent Event of Default by Recipient.

5.2 Events of Default Each of the following shall constitute an Event of Default under this Agreement:

(a) Material Misrepresentation Any representation, warranty or statement made or furnished to Bravo by, or on behalf of, Recipient in connection with this Agreement to induce Bravo to make a Grant to Recipient shall be determined by Bravo to be incorrect, false, misleading or erroneous in any material respect when made or furnished.

(b) Noncompliance Recipient fails to comply with any of the terms contained in this Agreement or documents executed pursuant to this Agreement.

(c) Recipient Changes A material change in Recipient's eligibility, as defined in Section 1, that occurs without prior written disclosure to Bravo.

(d) Misspending Recipient expends Grant funds for purposes not described in the GC24 Public Art Grant Application as approved by Bravo.

(e) Insolvency or Bankruptcy Recipient becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or Recipient applies for or consents to the appointment of a trustee or receiver for Recipient or for the major part of its property; or if a trustee or receiver is appointed for Recipient or for all or a substantial part of the assets of Recipient and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors are instituted by or against Recipient and, if instituted against Recipient, are consented to, or, if contested by Recipient, such proceeding is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

(f) Insurance Loss, theft, damage or destruction of any substantial portion of the Project property occurs for which there is either no insurance coverage or for which, in the opinion of Bravo, there is insufficient insurance coverage.

(g) Conveyance of Responsibilities Recipient assigns, waives or transfers any of Recipient's rights, powers, duties or obligations under this Agreement without written permission of Bravo.

(h) Conveyance of Property Recipient sells, transfers, conveys, assigns, encumbers or otherwise disposes of any real property of the Project without written permission of Bravo.

5.3 Notice of Default Bravo shall issue a written notice of default providing therein a thirty (30) day period during which Recipient shall have an opportunity to cure. Notwithstanding this Section 5.3, if Bravo determines cure is not possible or feasible, Bravo may immediately deem Recipient in default without prior written notice or opportunity to cure.

5.4 Remedies Upon Default Upon the occurrence of any Event of Default, Bravo shall have the right to terminate this Agreement and to require immediate repayment of the full amount of funds disbursed to Recipient under this Agreement without presentment, demand, protest, notice of protest, notice of intention to accelerate or other notice of any kind, all of which are expressly waived by Recipient.

5.5 Termination for Convenience In addition to termination due to an Event of Default or no allocation of PAG funds, this Agreement may be terminated in whole, or in part, when Bravo and Recipient agree that continuation would not produce beneficial results commensurate with the future disbursement of funds.

5.6 Procedure Upon Termination If this Agreement is terminated, Bravo may, in its sole discretion, allow reimbursement for costs expended up to the date of termination as determined by Bravo. Recipient shall return to Bravo all unencumbered Grant funds within one week of receipt of Notice of Termination.

Section 6 – MODIFICATION

This Agreement may only be amended through written prior approval of Bravo. Examples of situations where amendments are required include, but not limited to, extensions for completion of Project activities and changes to the Project including alternation of approved activities or inclusion of new activities. If the proposed amendment substantially alters the

circumstances under which the Project funding was originally approved or if it is not in alignment with and does not uphold the investment priorities of Bravo, grant funds may need to be returned.

Section 7 – RECOGNITION

Recipient shall permanently recognize Bravo in its donor acknowledgment for the financial contribution to the Project.

Authorized Signature

Mark E. Holm, Mayor

RESOLUTION NO. 2024-XXX

A RESOLUTION AUTHORIZING THE CITY OF ANKENY TO ENTER INTO A GRANT AGREEMENT WITH
BRAVO GREATER DES MOINES FOR A PUBLIC ART GRANT FOR A GLOW TRAIL ALONG THE HIGH
TRESTLE TRAIL

WHEREAS, the City Council of the City of Ankeny, Iowa, has made significant investments in recreational trails throughout the community; and

WHEREAS, the City's High Trestle Trail Corridor Public Art Master Plan identified several areas along the High Trestle Trail for interactive public art projects and unique experiences for trail users; and

WHEREAS, staff completed and submitted a grant proposal for a Public Art Grant through Bravo Greater Des Moines to complete a glow trail along the High Trestle Trail east of SW Walnut Street near the Uptown Business District; and

WHEREAS, on June 13, 2024 Bravo Greater Des Moines awarded the City of Ankeny a \$20,000 grant for a public art project along the High Trestle Trail corridor; and

WHEREAS, under the grant the agreement, the City of Ankeny is required to provide matching funds for the public art grant and complete the project by June 30, 2026.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby approves the GC24 Public Art Grant Agreement between Bravo Greater Des Moines and the City of Ankeny and authorizes the Mayor to execute said Agreement and authorizes the City staff to do all things necessary to carry out the terms of the Agreement.

Passed and approved this 1st day of July, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to adopt **RESOLUTION** setting a public hearing on the Second Amendment to the Interim Tower Lease Agreement with T-Mobile. (date of hrg: 7/15/24 @ 5:30 p.m.)

EXECUTIVE SUMMARY:
T-Mobile is requesting permission to install a new backup generator at the 202 NW Ash Drive property (Ash Water Tower) to service the existing telecom infrastructure on site. The improvements will result in an expansion of the area leased by T-Mobile by 158 square feet. T-Mobile has also offered to screen the new generator with a privacy fence that will match the existing fence onsite. Due to this proposed improvements, an amendment to the existing agreement with T-Mobile is necessary at this time.

A public hearing on this amendment to the lease agreement between the parties is required under Section 364.7 of the Iowa Code.

FISCAL IMPACT: Yes

Approval of this item, setting a public hearing, will have a minimal financial impact to the City. Possible approval of the proposed amendment will occur as a separate action by the City Council, but does impact revenue received monthly and annually from T-Mobile. If the amendment is approved, the city will receive an additional \$276.50 per month, or \$3,318 annually.

The lease payment paid by T-Mobile today is \$1,866.24 per month and would increase to \$2,142.74 thirty days after construction of the generator improvements begin.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends approving this items and setting the public hearing for July 15, 2024 at 5:30PM in the City Council Chambers.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Resolution 11-97; Resolution 111-97; Resolution 130-97; Resolution 488-12; Resolution 22-212; and Resolution 22-251

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Public Hearing Notice
 Proposed Second Amendment
 Original Lease Agreement
 First Amendment

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE SETTING OF A HEARING ON
APPROVAL OF SECOND AMENDMENT TO INTERIM TOWER LEASE
AGREEMENT BY AND BETWEEN CITY OF ANKENY AND T-MOBILE
CENTRAL, LLC**

WHEREAS, the City of Ankeny and T-Mobile Central, LLC, a Delaware limited liability company, entered into an Interim Tower Lease Agreement dated July 7, 1997, (the “Agreement”) regarding the leased premises located at 202 NW Ash Drive, Ankeny, Iowa 50023, and legally described as:

Being the South two (2) acres plus road of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 14, Township 80 North, Range 24 West of the 5th P.M., lying Northeasterly of the Chicago and Northwestern Railroad right-of-way, described more accurately as follows: Beginning at a point 265.5 feet North and 33.0 feet West of the South Quarter (S ¼) corner of said Section 14; thence North along a line 33.0 West of and parallel to the East line of the Southwest Quarter (SW ¼) of said Section 14 a distance of 522.3 feet; thence West at a right angle to said East line of the Southwest Quarter (SW ¼) a distance of 333.6 feet, to a point on the Northeasterly line of the Chicago and Northwestern Railroad right-of-way; thence Southwesterly along said right-of-way a distance of 619.74 feet to the point of beginning. Said tract lying in and forming a part of the City of Ankeny, County of Polk, State of Iowa.

WHEREAS, the City of Ankeny and T-Mobile Central, LLC desire to amend the Agreement by execution of the Second Amendment to Interim Tower Lease Agreement (the “Amendment”); and

WHEREAS, pursuant to Section 364.7 of the Iowa Code, a public hearing is required on the Amendment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that a public hearing on the proposed Amendment is hereby set for the 15th day of July, 2024 at 5:30 o’clock p.m., at City Council Chambers, 1250 SW District Drive, in the City of Ankeny.

BE IT FURTHER RESOLVED, that Notice of said hearing shall be published as required by law.

PASSED AND APPROVED, the 1st day of July, 2024.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

NOTICE OF PUBLIC HEARING

TO: ALL CITIZENS AND ALL PARTIES IN INTEREST WHO MAY BE ENTITLED TO NOTICE AND OPPORTUNITY TO BE HEARD ON INTENT APPROVE SECOND AMENDMENT TO INTERIM TOWER LEASE AGREEMENT BY AND BETWEEN CITY OF ANKENY AND T-MOBILE CENTRAL, LLC

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the City of Ankeny, Iowa, will hold a public hearing on the 15th day of July, 2024, at 5:30 o'clock p.m. at City Council Chambers, 1250 SW District Drive, in the City of Ankeny, for purposes of discussing the proposed Second Amendment to Interim Tower Lease Agreement dated July 7, 1997, by and between the City of Ankeny and T-Mobile Central, LLC, regarding the leased premises located at 202 NW Ash Drive, Ankeny, Iowa 50023, and legally described as:

Being the South two (2) acres plus road of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 14, Township 80 North, Range 24 West of the 5th P.M., lying Northeasterly of the Chicago and Northwestern Railroad right-of-way, described more accurately as follows: Beginning at a point 265.5 feet North and 33.0 feet West of the South Quarter (S ¼) corner of said Section 14; thence North along a line 33.0 West of and parallel to the East line of the Southwest Quarter (SW ¼) of said Section 14 a distance of 522.3 feet; thence West at a right angle to said East line of the Southwest Quarter (SW ¼) a distance of 333.6 feet, to a point on the Northeasterly line of the Chicago and Northwestern Railroad right-of-way; thence Southwesterly along said right-of-way a distance of 619.74 feet to the point of beginning. Said tract lying in and forming a part of the City of Ankeny, County of Polk, State of Iowa.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that a copy of proposed Second Amendment can be seen at the City Clerk's Office located at the Ankeny City Hall, 410 W 1st Street, Ankeny, Iowa, during regular business hours through the date of the hearing.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that at the time and place aforesaid all persons will have opportunity to be heard for or against said agreement. Following such hearing, the Ankeny City Council will take action on said approval without further notice or opportunity for hearing.

DATED the 1st day of July, 2024.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, Deputy City Clerk

Published in the Des Moines Register on the ____ day of _____ 2024.

SECOND AMENDMENT TO INTERIM TOWER LEASE AGREEMENT

THIS SECOND AMENDMENT TO INTERIM TOWER LEASE AGREEMENT (“Second Amendment”) is made and entered into by and between City of Ankeny, Iowa, a Municipal Corporation (“Landlord”), and T-Mobile Central LLC, a Delaware limited liability company (“Tenant”).

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant (or as applicable, their respective predecessors in interest) entered into a Interim Tower Lease Agreement dated July 7th, 1997, and First Amendment to Interim Tower Lease Agreement dated May 2, 2022 (together, the “Lease”), with respect to the Premises located at 202 NW Ash Drive, Ankeny, IA 50023.

B. Landlord and Tenant desire to enter into this Second Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Effective as of _____, 20__, Tenant will have the right to modify the Antenna Facilities as described and depicted on Exhibit B, which is attached hereto and by this reference incorporated herein, and Landlord hereby consents to and approves of the modifications described and depicted on Exhibit B in all respects.

2. The following is added to Paragraph 4 of the Lease: “As additional consideration for the modification and other rights set forth in the Second Amendment, starting on the date that is thirty (30) days after the start of construction of the modifications to the Antenna Facilities, monthly Rent will be increased by \$276.50, partial months to be prorated.”

3. The parties’ notice addresses set forth in Paragraph 12 of the Lease are deleted in their entirety and replaced with the following:

If to Tenant:

T-Mobile USA, Inc.
Attn: Lease Compliance/Site No. DM01163D
12920 SE 38th Street
Bellevue, WA 98006

If to Landlord:

City of Ankeny, Iowa
Attn: City Manager
410 West 1st Street
Ankeny, IA 50023

4. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Second Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Second Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties

and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Second Amendment, the terms and conditions of this Second Amendment will govern and control.

5. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Second Amendment, or if any such third-party consent or approval is required, Landlord has obtained any and all such consents or approvals.

6. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Second Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the date of execution by the last party to sign.

City of Ankeny, Iowa

T-Mobile Central LLC

By: _____

By:_____

Name: Mark E. Holm_____

Name:_____

Title: Mayor_____

Title:_____

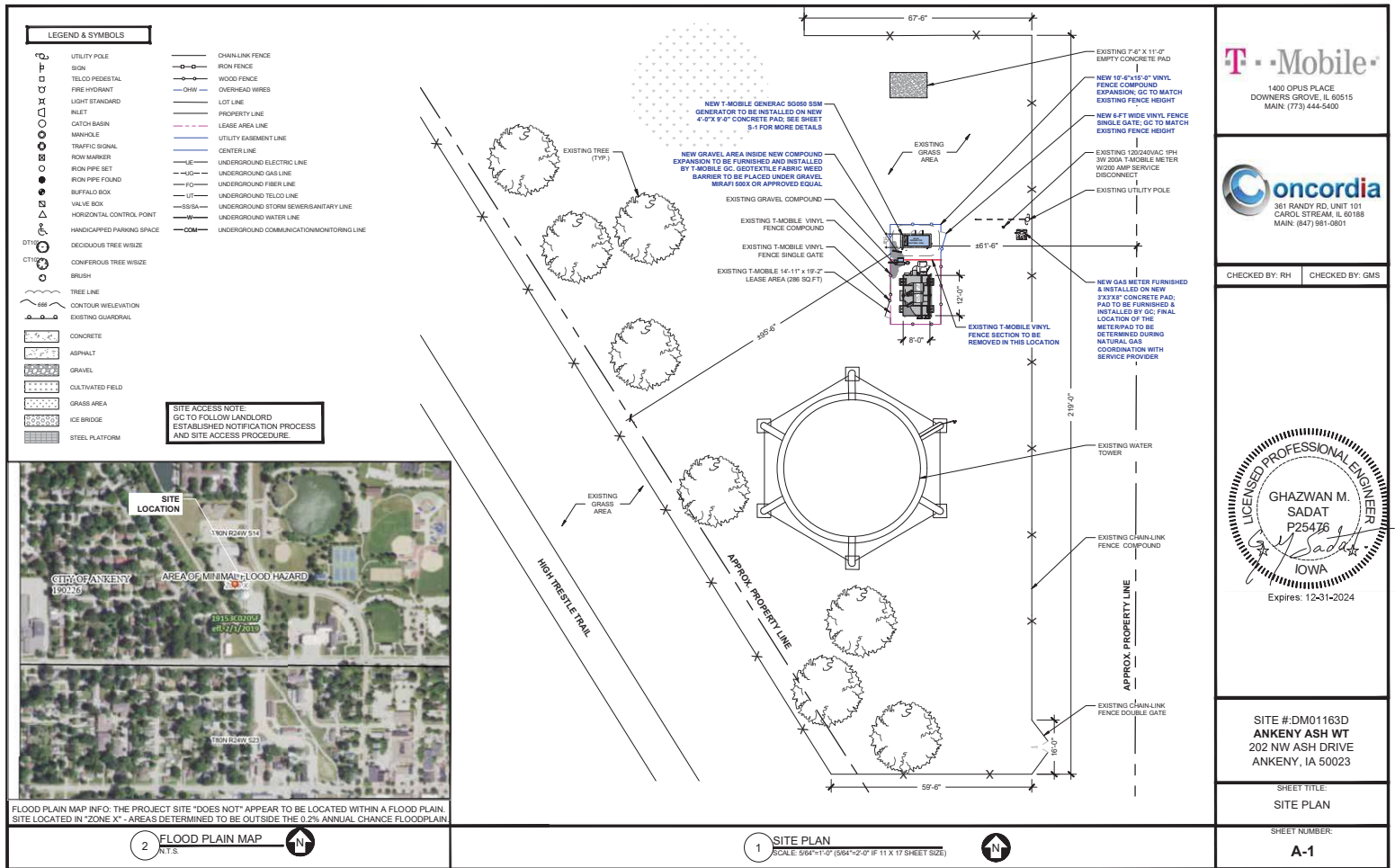
Date: _____

Date:_____

EXHIBIT B

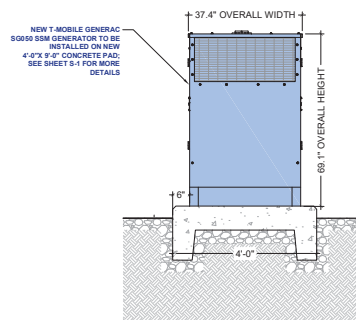
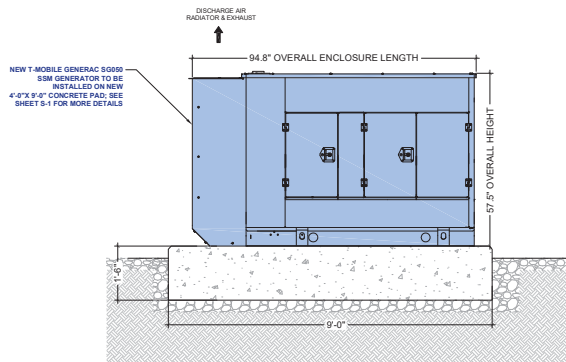
SEE ATTACHED

GENERAL NOTES: 1. OWNER FURNISH MATERIALS, SPECIFICALLY THE COMPANY WILL PROVIDE AND THE CONTRACTOR WILL INSTALL: A. SITE EQUIPMENT FRAME (PLATFORM) AND EMBODISE SHELTER (GROUND BUILD/COLLOCATE ONLY). B. ACTIVATED WIRE (ACE FRAME). C. ICE BRIDGE (CABLE TRAY WITH COVER) (GROUND BUILD/COLLOCATE ONLY, GO TO FURNISH AND INSTALL FOR ROOFTOP INSTALLATION). D. TOWERS, MOORINGS. E. TOWER LIGHTING. F. GENERATORS & LOGS PROPANE TANK. G. ANTENNA STANDARDS BRACKETS, FRAMES, AND PIPES FOR LOCATING. H. ANTENNAS (INSTALLED BY OTHERS). I. TRANSMISSION LINE. J. TRANSMISSION LINE JOINTS/SPINS. K. TRANSMISSION LINE CONNECTORS WITH WEATHER-PROOFING KITS. L. TRANSMISSION LINE GROUND KITS. M. HOUSINGS. N. HOISTING CRIPS. O. SITE EQUIPMENT. 2. CONTRACTOR TO FURNISH AND INSTALL THE FOLLOWING: THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL OTHER MATERIALS FOR THE COMPLETE INSTALLATION OF THE SITE INCLUDING, BUT NOT LIMITED TO, SUCH MATERIALS AS FRAMING, STRUCTURAL STEEL, SUPPORTING SUBFRAME FOR PLATFORM, ROOFING LABOR AND MATERIALS, GROUNDING RINGS, GROUNDING WIRES, COPPER-CLAD OR XT CHEMICAL GROUND RODS, BUS BARS, TRANSFORMERS AND DISCONNECT SWITCHES WHERE APPLICABLE, TEMPORARY ELECTRICAL POWER, CONDUIT, LANDSCAPING COMPOUND STONE, CRANES, CORE DRILLING, SLEEPERS AND RUBBER TAPPING, RESIN, CONCRETE CARBONS, PADS AND/OR AUGER HOLES, MISCELLANEOUS FASTENERS, CABLE TRAYS, NON-ASTM ANTENNA FRAMES AND ALL OTHER MATERIALS AND LABOR REQUIRED TO COMPLETE THE JOB ACCORDING TO THE DRAWINGS AND SPECIFICATIONS. IF THE POSITION OF "SADBOLE" TO APPLY FOR PERMITTING AND CONTRACTOR RESPONSIBLE FOR HIRING AND PAYMENT OF REQUIRED PERMITS. 3. TAILOR FURNISHED EQUIPMENT SHALL BE PICKED UP AT THE TAILOR WAREHOUSE, RELATER THAN AFTER BEING NOTIFIED REQUIRED, STORED, UNCRATED, PROTECTED AND INSTALLED BY THE CONTRACTOR WITH ALL APPOINTMENTS REQUIRED TO PLACE THE EQUIPMENT IN OPERATION READY FOR USE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EQUIPMENT AFTER PICKING UP. 4. ALL EQUIPMENT FURNISHED AND WORK PERFORMED UNDER THE CONTRACT DOCUMENTS SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIALS OR WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE, UNLESS NOTED OTHERWISE. ANY FAILURE OF EQUIPMENT OR WORK DUE TO DEFECTS IN MATERIALS OR WORKMANSHIP SHALL BE CORRECTED BY THE CONTRACTOR AT NO COST TO THE OWNER. 5. ALL WORK MATERIALS AND EQUIPMENT SHALL COMPLY WITH ALL REQUIREMENTS OF THE LATEST EDITIONS AND INTERIM AMENDMENTS OF THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL ELECTRICAL SAFETY CODE, OSHA AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES. ALL ELECTRICAL EQUIPMENT PROVIDED UNDER THE CONTRACT SHALL BE NEW (EXCEPT WHERE OTHERWISE NOTED) AND SHALL COMPLY WITH THE REQUIREMENTS OF THE UNDERWRITERS' LABORATORIES (UL) AND BIAF THE U.), LABEL. 6. TAILOR OR HIS ARCHITECT/ENGINEER RESERVES THE RIGHT TO SELECT ANY EQUIPMENT OR MATERIALS WHICH, IN HIS OPINION ARE NOT IN COMPLIANCE WITH THE CONTRACT DOCUMENTS, EITHER BEFORE OR AFTER INSTALLATION AND THE EQUIPMENT SHALL BE REPLACED WITH EQUIPMENT CONFORMING TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS BY THE CONTRACTOR AT NO COST TO THE OWNER OR HIS ARCHITECT/ENGINEER. 7. THE CONTRACTOR SHALL SUPPORT, BRACE AND SECURE EXISTING STRUCTURE AS REQUIRED. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PROTECTION OF ANY EXISTING STRUCTURES DURING CONSTRUCTION. PERIODICALLY ALL EXISTING DIMENSIONS WHICH AFFECT THE NEW CONSTRUCTION. 8. THE CONTRACTOR SHALL NOT ALLOW OR CAUSE ANY OF THE WORK TO BE COVERED UP OR ENCLOSED UNTIL IT HAS BEEN INSPECTED BY THE GOVERNING AUTHORITIES. ANY WORK THAT IS ENCLOSED OR COVERED UP BEFORE SUCH INSPECTION AND TEST SHALL BE UNCOVERED AT THE CONTRACTORS EXPENSE. AFTER IT HAS BEEN INSPECTED, THE CONTRACTOR SHALL RESTORE THE WORK TO ITS ORIGINAL CONDITION AT HIS OWNERS RISK. 9. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND OWNER HAVE BEEN ASSURED AND RESPONSIBLE FOR WATERWAYS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL SAID UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING AFFECTED UTILITIES. GENERAL NOTES/CONTENTS 10. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE PROJECT MANAGER FOR RESOLUTION AND INSTRUCTION. AND NO FURTHER WORK SHALL BE PERFORMED UNTIL DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS OWN RISK AND EXPENSE. 11. CONTRACTORS SHALL CLEAN ENTIRE SITE AFTER EACH DAY OF CONSTRUCTION SUCH THAT NO PAPERS, TRASH, DEBRIS, WELDS, BRUISES, OR ANY OTHER DEPOSITS REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE BY THE CONTRACTOR. 12. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY THE CONTRACTOR WITH LOCAL GAS, ELECTRIC, TELEPHONE, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THE LOCATION. 13. DURING CONSTRUCTION, THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN THE UTILITIES OF THE BUILDING/STREET WITHOUT INTERRUPTION. SHOULD IT BE NECESSARY TO INTERRUPT ANY SERVICE OR UTILITY, THE CONTRACTOR SHALL SECURE PERMISSION IN WRITING FROM THE BUILDING/PROPERTY OWNER FOR SUCH INTERRUPTION, AT LEAST 24 HOURS IN ADVANCE. ANY INTERRUPTION SHALL BE MADE WITH A MINIMUM AMOUNT OF DISRUPTION TO THE BUILDING/PROPERTY OWNER AND ANY SUCH SHUT-DOWN TIME SHALL BE COORDINATED WITH THE BUILDING/PROPERTY OWNER. 14. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. ENGINEER CONTROL MEASURES, AS REQUIRED DURING CONSTRUCTION. 15. CONTRACTOR SHALL SURVEY AT THE END OF THE PROJECT A COMPLETE SET OF AS-BUILT DRAWINGS TO LOCABLES PROJECT ENGINEER. 16. GC WILL NOT START THE CONSTRUCTION UNTIL AFTER THEY RECEIVE THE PRE CON PACKAGE AND HAVE A PRE CON MEETING WITH THE PROJECT MANAGER. DIVISION 2 - SITE WORK: 1. THE CONTRACTOR SHALL CALL UTILITIES PRIOR TO THE START OF CONSTRUCTION. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ADJACENT TO THE WORK SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE PROJECT MANAGER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN LOCATING OR WHEN SPRINKLING WOUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT LIMITED TO: A. FALL PROTECTION B. CONFINED SPACE C. ELECTRICAL SAFETY D. TRENCHING AND EXCAVATION 2. REMOVE FROM SITE/WORKS PROPERTY ALL WASTE MATERIALS UNLESS EXCAVATED MATERIAL INCLUDING NATURAL CLAYS/SH/CLAY/SH/FACTORY, CONTAMINATED OR DANGEROUS TRASH AND DEBRIS, AND DEBRIS OF A LEGAL NATURE. 3. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHO WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF ENGINEERING. 4. THE AREA OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE BUILDING OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDING, AND COVERED WITH MULCH. 5. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. ENGINEER CONTROL MEASURES, AS REQUIRED DURING CONSTRUCTION. CONCORDIA IS RESPONSIBLE FOR LAYOUT AND CONSTRUCTION STAKING. CONTRACTOR SHALL ESTABLISH GRADE AND LINE STAKES PRIOR TO CONSTRUCTION. CONCORDIA DOES NOT GUARANTEE OR WARRANT THAT THE AFOREMENTIONED EASMENTS ARE SUFFICIENT FOR CONSTRUCTION PURPOSES. GC SHALL CONSULT WITH A TAILOR IF REPRESENTATIVE AND LAND OWNERS WITH EXACT LOGISTICS TO FACILITATE CONTRACTIBILITY OF THE SITE AND DELIVERY OF CRITICAL MATERIALS SUCH AS THE TOWER, STEEL, CONCRETE AND CRANES TO THE PROPOSED LEASE AREA. GC SHALL RESTORE SITE TO ORIGINAL CONDITIONS AND REPLACE ANY AND ALL DISTURBED TREES OR LANDSCAPING. CONCORDIA IS NOT RESPONSIBLE FOR THE MAINTENANCE AND/OR OPERATIONAL LIABILITY. SCORE OF WORK FOR THESE PLANS DOES NOT INVOLVE VALUE ENGINEERING AS WELL AS MAINTAINABILITY OPERATIONS OF THE SITE, ACCESS OR UTILITIES. DIVISION 3 - CONCRETE: 1. MINIMUM ALLOWABLE CONCRETE COMPRESSIVE STRENGTH SHALL BE 4000 PSI AT 28 DAYS (WHICH SHALL BE IN ACCORDANCE WITH THE AMERICAN SOCIETY FOR TESTING AND MATERIALS METHOD STANDARDS ASTM C173, ASTM C31 AND ASTM C318 UNLESS OTHERWISE NOTED). 2. CONCRETE FOR ALL FOUNDATIONS: 3400 PSI PER CUBIC YARD OF CONCRETE MINIMUM CONCRETE CONTENT FOR WHICH MINIMUM IS 4% AGGREGATE, SLUMP RANGE 3 INCHES TO 5 INCHES, TOTAL AIR CONTENT 4 PERCENT TO 7 PERCENT BY VOLUME, AIR ENTRAINING ADMIXTURE REQUIRED TO CONTROL TOTAL AIR CONTENT. WATER REDUCING ADMIXTURE PERMITTED TO OBTAIN SLUMP OVER 3 INCHES. 3. ALL CONCRETE CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE (ACI 318) BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE AND (ACI 308.1) STANDARD SPECIFICATION FOR STRUCTURAL CONCRETE. 4. REBARS SHALL BE ASTM A-615 DEFORMED TYPE WITH MINIMUM YIELD STRENGTH OF 60,000 PSI AND 60,000 PSI GRADE MAY BE USED FOR TIES & STIRRUPS. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185. 5. DETAILING SHALL BE IN ACCORDANCE WITH MANUAL OF STANDARD PRACTICE OF DETAILING AND REINFORCED CONCRETE STRUCTURES (ACI 318-11) LATEST EDITION. 6. CHWATER ALL EXPOSED EDGES OF CONCRETE 3/4" UNLESS OTHERWISE NOTED. 7. REINFORCING STEEL SHALL BE ACCURATELY PLACED AND ADEQUATELY SECURED IN POSITION. LOCATION OF REINFORCEMENT SHALL BE INDICATED ON THE DRAWINGS. THE FOLLOWING MINIMUM COVER (INCHES) FOR REINFORCEMENT SHALL BE PROVIDED, EXCEPT AS NOTED ON DRAWINGS: MINIMUM COVER (INCHES) CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH... 3" EXPOSED TO EARTH OR WEATHER... 2" AS THROUGH... 1-1/2" IN BASIN AND SMALLER... 1-1/2" 8. TESTS: CONCRETE MATERIALS AND OPERATIONS SHALL BE TESTED AND INSPECTED BY THE ENGINEER AS THE WORK PROGRESSES. FAILURE TO DETECT ANY DEFECTIVE WORK OR MATERIAL SHALL NOT IN ANY WAY PREVENT LATER REJECTION WHEN SUCH DEFECT IS DISCOVERED NOR SHALL IT OBLIGATE THE ENGINEER FOR FINAL ACCEPTANCE. A. ONE CONCRETE TEST CYLINDER SHALL BE TAKEN AT THE TOWER PER FOUNDATION. TWO SHALL BE TESTED @ THREE DAYS, TWO @ THIRTY DAYS, TWO @ FORTY DAYS. THE 10TH CYLINDER SHALL BE KEPT SEPARATELY IF REQUIRED TO BE USED IN THE FUTURE. B. ONE ADDITIONAL TEST CYLINDER SHALL BE TAKEN DURING COLD WEATHER AND CURED ON SITE UNDER SAME CONDITIONS AS CONCRETE IT REPRESENTS. C. ONE SLUMP TEST SHALL BE TAKEN FOR EACH SET OF TEST CYLINDERS TAKEN. 9. PLACING CONCRETE: A. THE ENGINEER SHALL BE NOTIFIED NOT LESS THAN 24 HOURS IN ADVANCE OF CONCRETE PLACEMENT. UNLESS INSPECTION IS WAIVED IN EACH CASE, PLACING OF CONCRETE SHALL BE POSTPONED ONLY IN THE PRESENCE OF THE ENGINEER. CONCRETE SHALL NOT BE PLACED UNTIL ALL FORMWORK, EMBEDDED PARTS, STEEL REINFORCEMENT, FOUNDATION SURFACES AND JOINTS INVOLVED IN THE PLACING HAVE BEEN APPROVED, AND INSTRUMENTS ACCEPTABLE TO THE TAILOR REPRESENTATIVE HAVE BEEN PROVIDED AND MADE READY FOR ACCOMPLISHMENT OF THE WORK AS SPECIFIED. CONCRETE MAY NOT BE ORDERED FOR PLACEMENT UNTIL ALL ITEMS HAVE BEEN APPROVED AND TAILOR HAS PERFORMED A FINAL INSPECTION AND GIVEN APPROVAL TO START PLACEMENT WORKING. B. PLACEMENT OF CONCRETE SHALL BE IN ACCORDANCE WITH ACI 318. ELECTRICAL NOTES: 1. ELECTRICAL DESIGN SHALL BE PERFORMED BY ELECTRICAL CONTRACTORS. STRUCTURAL DESIGN INFORMATION SHALL BE PROVIDED BY GENERAL CONTRACTOR. ELECTRICAL CONTRACTOR SHALL INSURE THAT ALL WORK COMPLIES WITH ALL APPLICABLE LOCAL AND STATE CODES AND NATIONAL ELECTRICAL CODES. 2. ALL SUGGESTED ELECTRICAL ELEMENTS (SUCH AS BREAKER BOXES, WIRE RACE, CONDUITS, SEES AND FOR JUNCTION PURPOSES ONLY). IT IS THE RESPONSIBILITY TO OF THE ELECTRICAL CONTRACTOR TO COMPLY COMPLIANCE WITH LOCAL ELECTRICAL CODES AND PROVIDE ALL APPLICABLE AND NECESSARY INSPECTIONS. IN SOME EVENTS, IT MAY BE NECESSARY TO PERFORM AN ELECTRICAL LOAD STUDY TO VERIFY THE CAPACITY OF THE EXISTING SERVICE. THERE IS NOT THE RESPONSIBILITY OF CONCORDIA. IT IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR. 3. CONTRACTOR SHALL FIELD LOCATE ALL BELOW GRADE GROUND LINES AND UTILITY LINES PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR INDICATION OF ALL UTILITIES AND GROUND LINES THAT MAY BECOME DISTURBED OR CONFLICTING IN THE COURSE OF CONSTRUCTION. DIVISION 5 - STRUCTURAL STEEL: 1. DETAIL, FABRICATE AND ERECT STRUCTURAL STEEL IN ACCORDANCE WITH THE LATEST EDITIONS AND AMENDMENTS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC 13.1) AND THE AISC BUILDING CODE. STRUCTURAL STEEL SHALL BE AS FOLLOWS: A. ASTM A588, GRADE 50, ROLLED STEEL, ROLLS, PLATES, WELDS AND ANCHOR BOLTS. B. ASTM A325 BOLTS, BEARING TYPE. C. ALL STEEL SHALL BE NOTED GALVANIZED IN ACCORDANCE WITH ASTM A153. 2. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHORING AND/OR BRACING WHERE REQUIRED DURING CONSTRUCTION UNTIL ALL CONNECTIONS ARE COMPLETE. 3. ANY FIELD CHANGES OR SUBSTITUTIONS SHALL HAVE PRIOR APPROVAL FROM THE ENGINEER, AND TAILOR PROJECT MANAGER IN WRITING. 4. TWENTY-HIGH STRENGTH BOLTS TO A SINGLE TIGHT CONDITION WHERE ALL PLIES IN A JOINT ARE IN FIRM CONTACT BY EITHER: A. A FEW IMPACTS OF AN IMPACT WRENCH B. THE FULL EFFORT OF A PERSON USING A SPUD WRENCH. 5. WELDING: A. ALL WELDING SHALL BE DONE BY CERTIFIED WELDERS. CERTIFICATION DOCUMENTS SHALL BE MADE AVAILABLE FOR ENGINEERS AND/OR OWNERS REVIEW IF REQUESTED. B. WELDING ELECTRODES FOR MANUAL SHIELDED METAL ARC WELDING SHALL CONFORM TO ASTM A5.1. E70 SERIES, SHAVE ELECTRODES AND GRINDWHEEL FLUX USED IN THE SUBMERGED ARC PROCESS SHALL CONFORM TO AISC SPECIFICATIONS. C. FIELD WELDING SHALL BE DONE AS PER AISC 318.1 REQUIREMENTS VISUAL INSPECTION IS ACCEPTABLE. 6. PROTECTION: A. UPON COMPLETION OF ERECTION INSPECT ALL GALVANIZED STEEL AND PAINT ANY FIELD CUTS, WELDS, OR GALVANIZED SURFACES WITH ZINC-BASED PAINT. COLOR TO MATCH THE GALVANIZING PROCESS.	T-Mobile 1400 OPUS PLACE DOWNERS GROVE, IL 60515 MAIN: (773) 444-5300 Concordia 381 RANDY RD., SUITE 101 CAROL STREAM, IL 60158 MAIN: (847) 961-0801 CHECKED BY: RH CHECKED BY: GMS

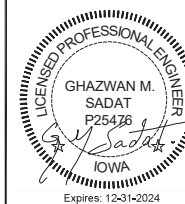


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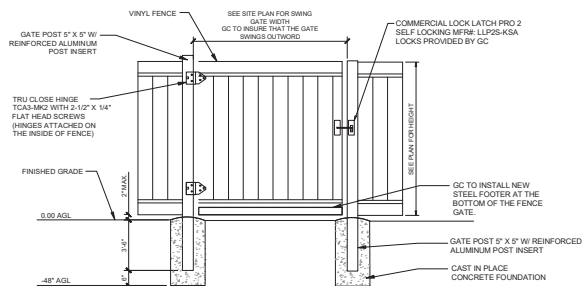
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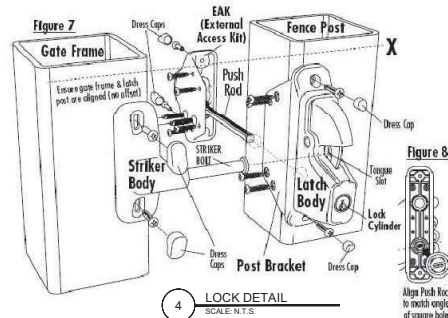
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ANKENY ASH WT
202 NW ASH DRIVE
ANKENY, IA 50023

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GENERATOR ELEVATION

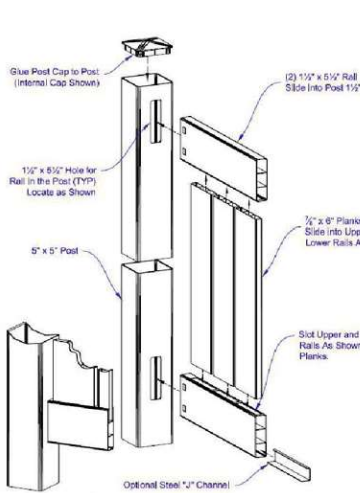
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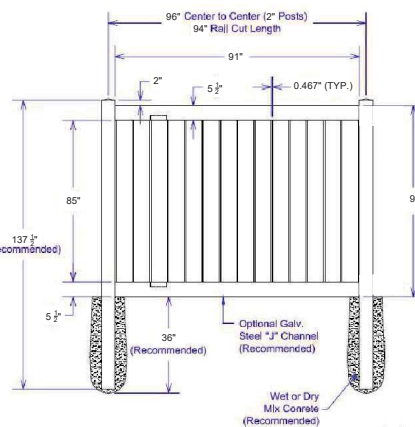
1 VINYL FENCE SWING GATE
SCALE: N.T.S.



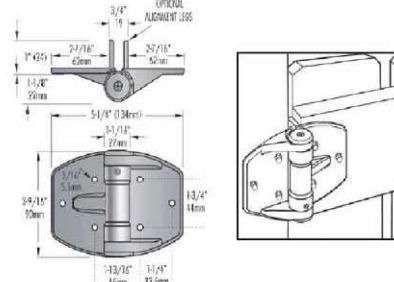
4 LOCK DETAIL
SCALE: N.T.S.



2 VINYL FENCE POST DETAIL
SCALE: N.T.S.



3 VINYL FENCE DETAIL
SCALE: N.T.S.



5 HINGE DETAIL
SCALE: N.T.S.



6 TYPICAL INSTALLATION OF PVC VINYL FENCE
SCALE: N.T.S.

Material per 8' section.		
Qty/Item	Dimension	
2 Rail	1-1/2\" x 5-1/2\" x 94\"	
14 Pickets	17/8\" x 6\" x 84\"	

T-Mobile
1400 OPUS PLACE
DOWNERS GROVE, IL 60515
MAIN: (773) 444-5400

Concordia
361 RANDY RD. UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 961-0801

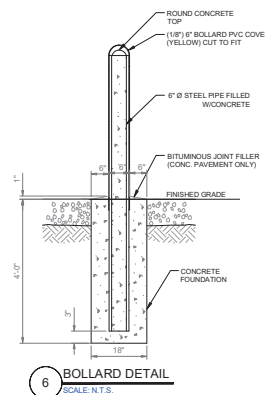
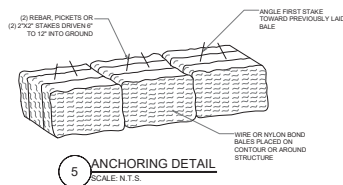
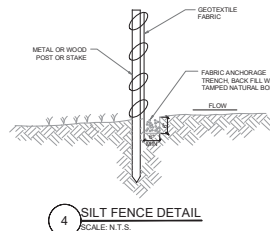
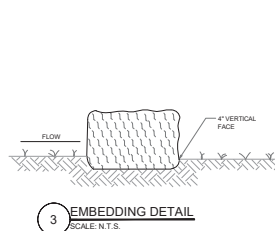
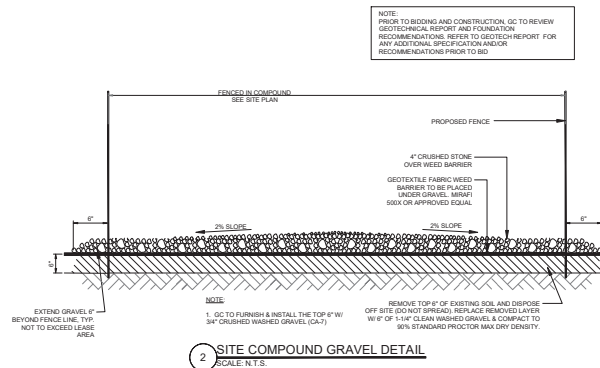
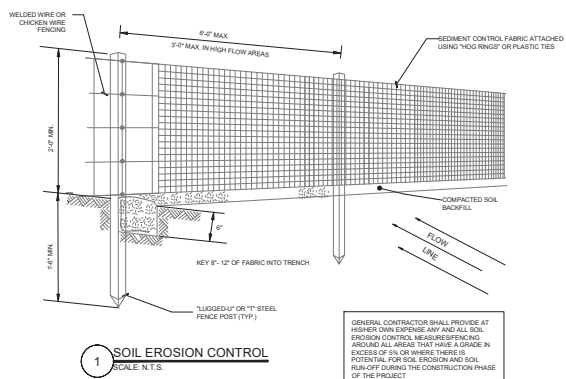
CHECKED BY: RH CHECKED BY: GMS

GHAWAN M. SADAT
P25476
IOWA
Expires: 12-31-2024

SITE #:DM01163D
ANKENY ASH WT
202 NW ASH DRIVE
ANKENY, IA 50023

SHEET TITLE:
NEW FENCE DETAILS

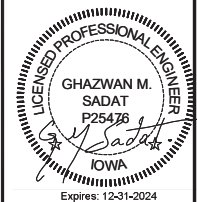
SHEET NUMBER:
A-3



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DOWNERS GROVE, IL 60515
MAIN: (773) 444-5400



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SITE #:DM01163D
ANKENY ASH WT
202 NW ASH DRIVE
ANKENY, IA 50023

SHEET TITLE:
ARCHITECTURAL
& CIVIL DETAILS

SHEET NUMBER:
A-4

NOTE:
1. BOLTS CAN BE INSTALLED 3 DAYS AFTER POURING CONCRETE PROVIDED THE KWIK BOLTS ARE ONLY TIGHTENED TO A SNUG TIGHT CONDITION.
2. APPLY "HILTI" HIT-RE 500-SD EPOXY TO ALL GAPS TO PREVENT WATER/MOISTURE BUILD-UP.
3. PROVIDE 5 ANCHOR BOLTS PER EACH SIDE OF THE TANK BASE PER MANUFACTURER'S RECOMMENDATIONS.

GENERATOR CONNECTION DESIGN CRITERIA:	
1. GENERATOR ANCHORS ARE DESIGNED TO MEET THE INTERNATIONAL BUILDING CODE 2018 CRITERIA FOR WIND SPEED.	
2. WIND PARAMETERS:	
SURVIVAL WIND VELOCITY PER ASCE7-10	140 MPH
EQUIVALENT WIND VELOCITY PER ASCE7-05	108 MPH
WIND EXPOSURE	B
WIND RISK CATEGORY	II
WIND IMPORTANCE FACTOR	1.0

CONCRETE PAD CONSTRUCTION NOTES

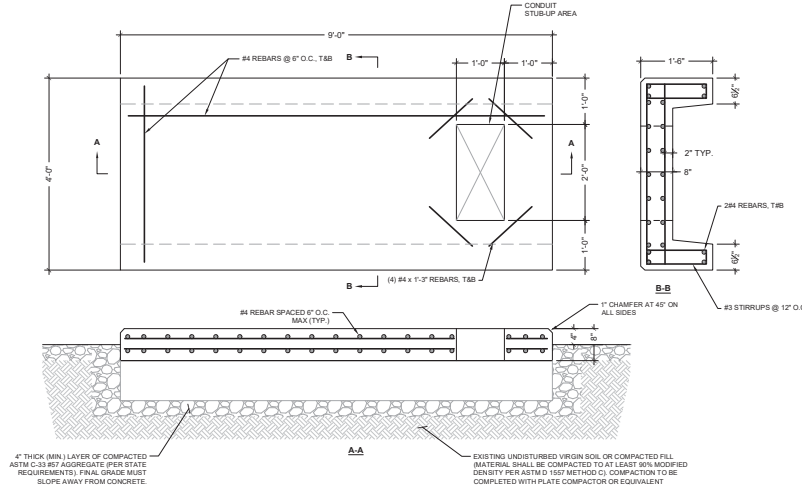
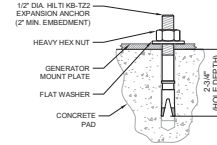
1. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 5,000 PSI.
2. CONCRETE SLUMP: 2" TO 4".
3. AIR ENTRAINMENT: 5% TO 7%.
4. REINFORCED CONCRETE CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH ACI STANDARDS 318.
5. MINIMUM CLEAR CONCRETE COVER FOR REBAR IS 2".
6. REINFORCING MATERIAL SHALL BE IN ACCORDANCE WITH ASTM A615.
7. ALL REBARS SHALL BE SECURELY WIRE TIED TO PREVENT DISPLACEMENT DURING POURING OF CONCRETE.

CONCRETE PAD AND EMBEDMENT TOLERANCES

1. CONCRETE DIMENSIONS: PLUS OR MINUS 1/4".
2. REINFORCING STEEL PLACEMENT: PLUS OR MINUS 1/4" INCLUDING CONCRETE COVER.

FOUNDATION NOTES

1. FOUNDATION WAS DESIGNED BY ASSUMING ALLOWABLE SOIL BEARING CAPACITY OF 1,500 PSF.
2. THE SOIL UNDERNEATH THE CONCRETE PAD MUST BE FREE OF ORGANIC MATTER OR OTHER DELETERIOUS SUBSTANCES, AND SHOULD BE LEVELED AND COMPACTED TO 90% MODIFIED PROCTOR DENSITY BEFORE PLACING THE FOUNDATION. PAD SHALL BE INSTALLED LEVEL TO WITHIN +/- 1/8".



1 CONCRETE PAD DETAIL
SCALE: 1/4"=1'-0" (1/4"=2'-0" IF 11 X 17 SHEET SIZE)

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Concordia
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MAIN: (847) 961-0801

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P25478
IOWA
Expires: 12-31-2024

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SHEET TITLE:
CONCRETE PAD DETAILS

SHEET NUMBER:
S-1

1. GC TO ORDER UTILITY LOCATE SERVICE IN ORDER TO LOCATE AND PROTECT ANY AND ALL SURFACE UTILITIES ENCOUNTERED. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES.
2. THESE PLANS MAY NOT CONTAIN OR REVEAL ALL SUBSURFACE UTILITIES; GC IS RESPONSIBLE OF LOCATING AND PROTECTING ALL UTILITIES DURING CONSTRUCTION.

3. GC WILL NOT START CONSTRUCTION UNTIL AFTER THEY RECEIVE THE PRE CON PACKAGE AND HAVE A PRE CON WALK WITH THE CLIENT PM

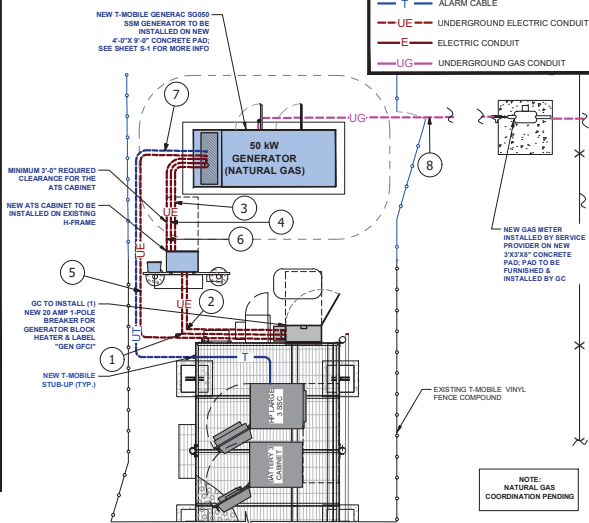
4. ALL UNISTRUT, FASTENERS, HARDWARE, ETC; ARE TO BE EITHER HOT-DIPPED GALVANIZED OR STAINLESS STEEL. GENERAL CONTRACTOR SHALL NOT USE ZINC-PLATED OR PRE-GALVANIZED

5. WIRE SIZES SHOWN ARE ESTIMATED MINIMUMS. IT IS THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO IDENTIFY AND COMPLY WITH THE APPLICABLE LOCAL ELECTRICAL AND BUILDING CODES IN ADDITION TO NEC 2008 AND FOLLOW WHICHEVER IS MORE CONSERVATIVE. CONTRACTOR SHALL ESTIMATE PHASE CONDUCTOR SIZE & UTILIZE THE APPROPRIATE WIRE SIZE AND TYPE ASSUMING A 3% VOLTAGE DROP. CONTRACTOR TO CONFIRM WITH LOCAL ELECTRICAL INSPECTOR PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF DISCREPANCIES PRIOR TO

6. POWER ROUTE TO BE CONFIRMED WITH T-MOBILE PRIOR TO CONSTRUCTION START.

7. GC TO HAND DIG ALL NEW TRENCHES
INSIDE COMPOUND.

—UT— UNDERGROUND ALARM CONDUIT
 —T— ALARM CABLE
 —UE— UNDERGROUND ELECTRIC CONDUIT
 —E— ELECTRIC CONDUIT
 —UG— UNDERGROUND GAS CONDUIT

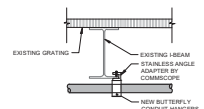


1 UTILITY PLAN
SCALE: 3/8"=1'-0" (3/8"=2'-0" IF 11x17 SHEET SIZE)

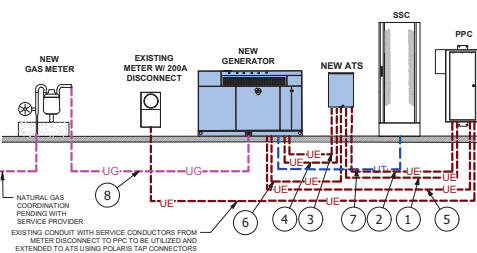
UTILITY LEGEND						
NO.	FROM	TO	WIRE QTY. & TYPE	CONDUIT SIZE	FUNCTION	APPROXIMATE CONDUIT LENGTH
1	LINE SIDE OF EXISTING 115KV (200A, 120/240V 1B 3W)	ATS	(3) 3/0 GROUND	(1) #4 2" RIGID RMC (ABOVE GROUND)	EXTEND NORMAL POWER FEEDER TO METER TO ATS USING POLARS TAP CONNECTORS	217'
2	LOAD SIDE OF ATS	PPC	(3) 3/0 GROUND	(1) #4 2" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH. 40 GREY PVC	POWER FEEDER TO PPC	217'
3	GENERATOR	ATS	(2) #12 (1) #12	3/4" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH. 40 GREY PVC	START CIRCUIT	229'
4	GENERATOR	ATS	(3) 3/0 GROUND	(1) #4 2" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH. 40 GREY PVC	EMERGENCY POWER FEEDER TO ATS	229'
5	GENERATOR	PPC	(2) #12 (1) #12	3/4" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH. 40 GREY PVC	(1) 12 AMP SB BREAKER FOR GENERATOR CHARGER HEATER	241'
6	GENERATOR	ATS	(4) #12 (1) #12	3/4" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH. 40 GREY PVC	CIRCUIT FOR BATTERY CHARGER & COMMERCIAL POWER GENERATING	229'
7	FREE (ALARM BOX)	GENERATOR	(2) CAT 6	N/A 3/4" RIGID RMC (ABOVE GROUND), UNDERGROUND SCH. 40 GREY PVC	ALARM CABLES (2) CAT 6 RUN INTO ALARM BOX PROVIDE 24" OF SLACK CABLE. FINAL PUNCH DOWN IS BY GC. LABEL (ALL WIRES.)	243'
8	PROPOSED NAT. GAS METER	GENERATOR	N/A	N/A 1/2" POLY PIPE (UNDER GROUND), SCH. 40 BLACK IRON PIPE (ABOVE GROUND)	GAS SERVICE	251'

NOTE: * THE CONDUIT LENGTH GIVEN IS BASED ON THE DRAWING +15% THE EXACT LENGTH TO BE VERIFIED IN FIELD.

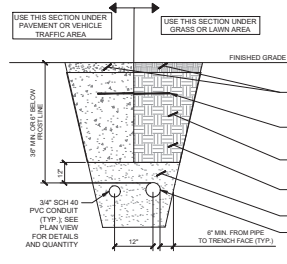
NOTE: * THE CONDUIT LENGTH GIVEN IS BASED ON THE DRAWING +15%. THE EXACT LENGTH TO BE VERIFIED IN FIELD GC TO VERIFY LENGTHS AFTER COORDINATING W/ SERVICE UTILITY COMPANIES.



5 UTILITY CONDUITS ROUTING DETAILS
SCALE: N.T.S.



2 UTILITY RISER DIAGRAM
N.T.S.



3 JOINT UTILITY TRENCH DETAIL
N.T.S.

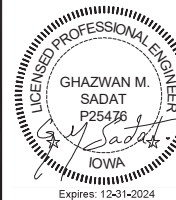


4 PPC DETAILS
N.T.S.

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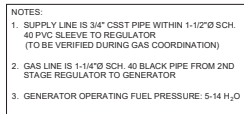
Expires: 12-31-2024

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ANKENY, IA 50023

SHEET TITLE:
UTILITY PLAN AND
DETAILS

SHEET NUMBER:

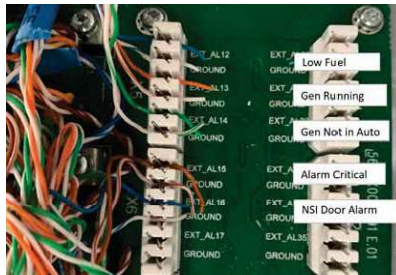
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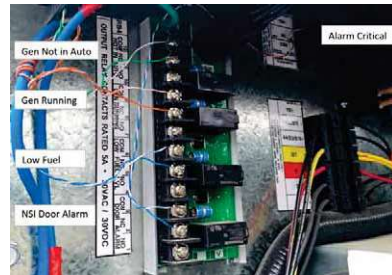
ALARM LABEL CODING (GENERATOR TO FSEB)												
GENERAC GENERATOR, LOCP RELAY INSTALLED				TERMINATION AT FSEB					TERMINATION AT GENERATOR			
NAME	LINE #	DESCRIPTION	POLARITY	EAC CABLE	WIRES	TERMINAL BLOCK	WIRES	TERMINAL BLOCK	WIRES	TERMINATION	WIRES	TERMINATION
GENERATOR LOW FUEL	13	NC#5-LOW FUEL	NC	CAT6 TO GENERATOR RELAY	WHITE/BLUE	X4111 PIN 13	BLUE	X4110 PIN 13	WHITE/BLUE	GENERAC CUSTOMER CONNECTION RB4 #3	BLUE	GENERAC CUSTOMER CONNECTION RB4 #2
GENERATOR RUNNING	14	NC#6-GEN RUNNING	NC	CAT6 TO GENERATOR RELAY	WHITE/ORANGE	X4111 PIN 14	ORANGE	X4110 PIN 14	WHITE/ORANGE	GENERAC CUSTOMER CONNECTION RB4 #9	ORANGE	GENERAC CUSTOMER CONNECTION RB4 #8
GENERATOR NOT IN AUTO	15	NC#11-NOT IN AUTO	NC	CAT6 TO GENERATOR RELAY	WHITE/GREEN	X4111 PIN 15	GREEN	X4110 PIN 15	WHITE/GREEN	GENERAC CUSTOMER CONNECTION RB4 #12	GREEN	GENERAC CUSTOMER CONNECTION RB4 #11
GENERATOR ALARM CRITICAL	16	COMMON SHUTDOWN ALARM OUTPUT	NC	CAT6 TO GENERATOR RELAY	WHITE/BROWN	X4111 PIN 16	BROWN	X4110 PIN 16	WHITE/BROWN	GENERAC CUSTOMER CONNECTION TB4 #2	BROWN	GENERAC CUSTOMER CONNECTION TB4 #1
GENERATOR ALARM NSI	17	NC#2-DOOR ALARM	NC	CAT6 TO GENERATOR RELAY	WHITE/BLUE	X4111 PIN 17	BLUE	X4110 PIN 17	WHITE/BLUE	GENERAC CUSTOMER CONNECTION RB4 #6	BLUE	GENERAC CUSTOMER CONNECTION RB4 #5

ALARM LABEL CODING (GENERATOR TO FSEE)												
GENERAC GENERATOR, LOCP RELAY INSTALLED				TERMINATION AT FSEE ONLY IF STARTS ON 0					TERMINATION AT GENERATOR			
NAME	LINE #	DESCRIPTION	POLARITY	EAC CABLE	WIRES	TERMINAL BLOCK	WIRES	TERMINAL BLOCK	WIRES	TERMINATION	WIRES	TERMINATION
GENERATOR LOW FUEL	12	NC#5-LOW FUEL	NC	CAT6 TO GENERATOR RELAY	WHITE/BLUE	X4111 PIN 12	BLUE	X4110 PIN 12	WHITE/BLUE	GENERAC CUSTOMER CONNECTION RB4 #3	BLUE	GENERAC CUSTOMER CONNECTION RB4 #2
GENERATOR RUNNING	13	NC#6-GEN RUNNING	NC	CAT6 TO GENERATOR RELAY	WHITE/ORANGE	X4111 PIN 13	ORANGE	X4110 PIN 13	WHITE/ORANGE	GENERAC CUSTOMER CONNECTION RB4 #9	ORANGE	GENERAC CUSTOMER CONNECTION RB4 #8
GENERATOR NOT IN AUTO	14	NC#11-NOT IN AUTO	NC	CAT6 TO GENERATOR RELAY	WHITE/GREEN	X4111 PIN 14	GREEN	X4110 PIN 14	WHITE/GREEN	GENERAC CUSTOMER CONNECTION RB4 #12	GREEN	GENERAC CUSTOMER CONNECTION RB4 #11
GENERATOR ALARM CRITICAL	15	COMMON SHUTDOWN ALARM OUTPUT	NC	CAT6 TO GENERATOR RELAY	WHITE/BROWN	X4111 PIN 15	BROWN	X4110 PIN 15	WHITE/BROWN	GENERAC CUSTOMER CONNECTION TB4 #2	BROWN	GENERAC CUSTOMER CONNECTION TB4 #1
GENERATOR ALARM NSI	16	NC#2-DOOR ALARM	NC	CAT6 TO GENERATOR RELAY	WHITE/BLUE	X4111 PIN 16	BLUE	X4110 PIN 16	WHITE/BLUE	GENERAC CUSTOMER CONNECTION RB4 #6	BLUE	GENERAC CUSTOMER CONNECTION RB4 #5

TERMINATIONS TO FSEB/FSEE



TERMINATIONS TO GENERATOR



LABELS AT FSEB/FSEE



LABELS AT GENERATOR

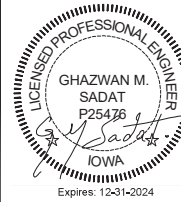


- IMPORTANT NOTES:**
1. A FLAG STYLE LABEL IS TO BE PLACED ON EACH ALARM CABLE NOT MORE THAN 5' FROM ANY TERMINATION POINT. THE CABLE LABELS ARE TO DEFINE THE CIRCUIT DESCRIPTION AND POINT OF TERMINATION ON EACH END OF THE CABLE WITH THE NEAR END (THIS POSITION) AND FAR END (TO POSITION) INFORMATION AND TERMINATION POINTS.
 2. ALARM WIRING TERMINATIONS SHALL BE RING OR FORK TONGUE VINYL INSULATED COMPRESSION TYPE UL-CSA APPROVED MANUFACTURERS WITH 600V INSULATION.
 3. (2) OUTDOOR RATED CAT 6 CABLES TO BE UTILIZED FOR ALARM CONNECTIONS: POLYOLEFIN INSULATION, RIP CORD AND OUTER PVC JACKET.
 4. TERMINATIONS FOR SHIELDED ALARM CABLES SHALL BE SIMILAR WITH TERMINATIONS FOR LOOP AND BRAIDED GROUND CONDUCTORS.
 5. ALL FIELD ALARMS INCLUDING GENERATOR ALARMS ARE TO ROUTE DIRECTLY TO THE ALARM BOX FOR TERMINATION.
 6. CLEARLY LABEL AND TAG ALL COMPONENTS.

1 ALARM SCHEDULE
SCALE: N.T.S.



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ANKENY, IA 50023

SHEET TITLE:
ALARM SCHEDULE

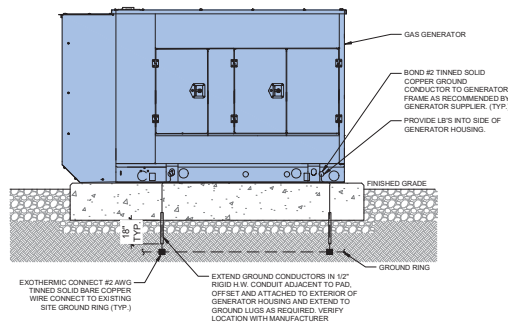
SHEET NUMBER:
E-2

GENERATOR NOTE:

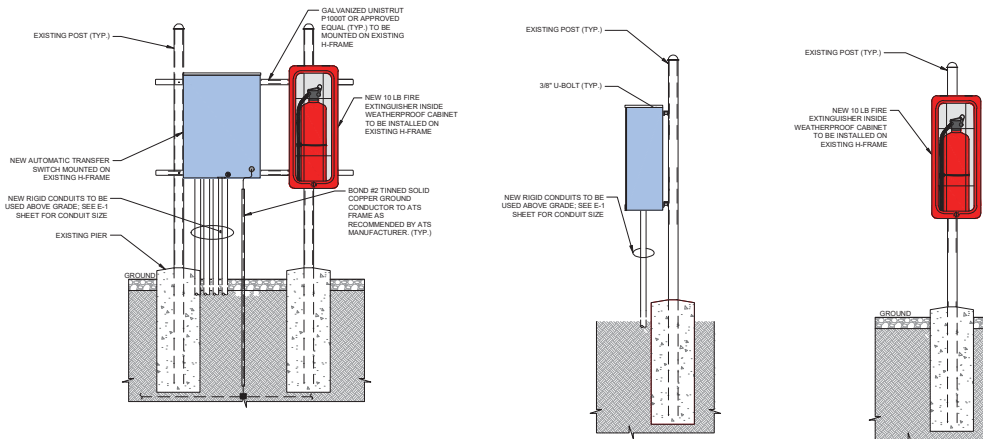
1. GENERATOR SYSTEM SHALL BE SOLIDLY GROUND PER NEC 250.20.
2. BASE GROUND WIRES TO BE IN NON-METALLIC LIQUID TIGHT. GC TO SEAL OPEN ENDS WITH SILICONE.

LEGEND:

- MECHANICAL CONNECTION
- EXOTHERMIC CONNECTION



1 GENERATOR GROUNDING ELEVATION (TYP.)
SCALE: N.T.S.



2 (TYP.) AUTOMATIC TRANSFER SWITCH MOUNTING AND GROUNDING DETAILS
SCALE: N.T.S.

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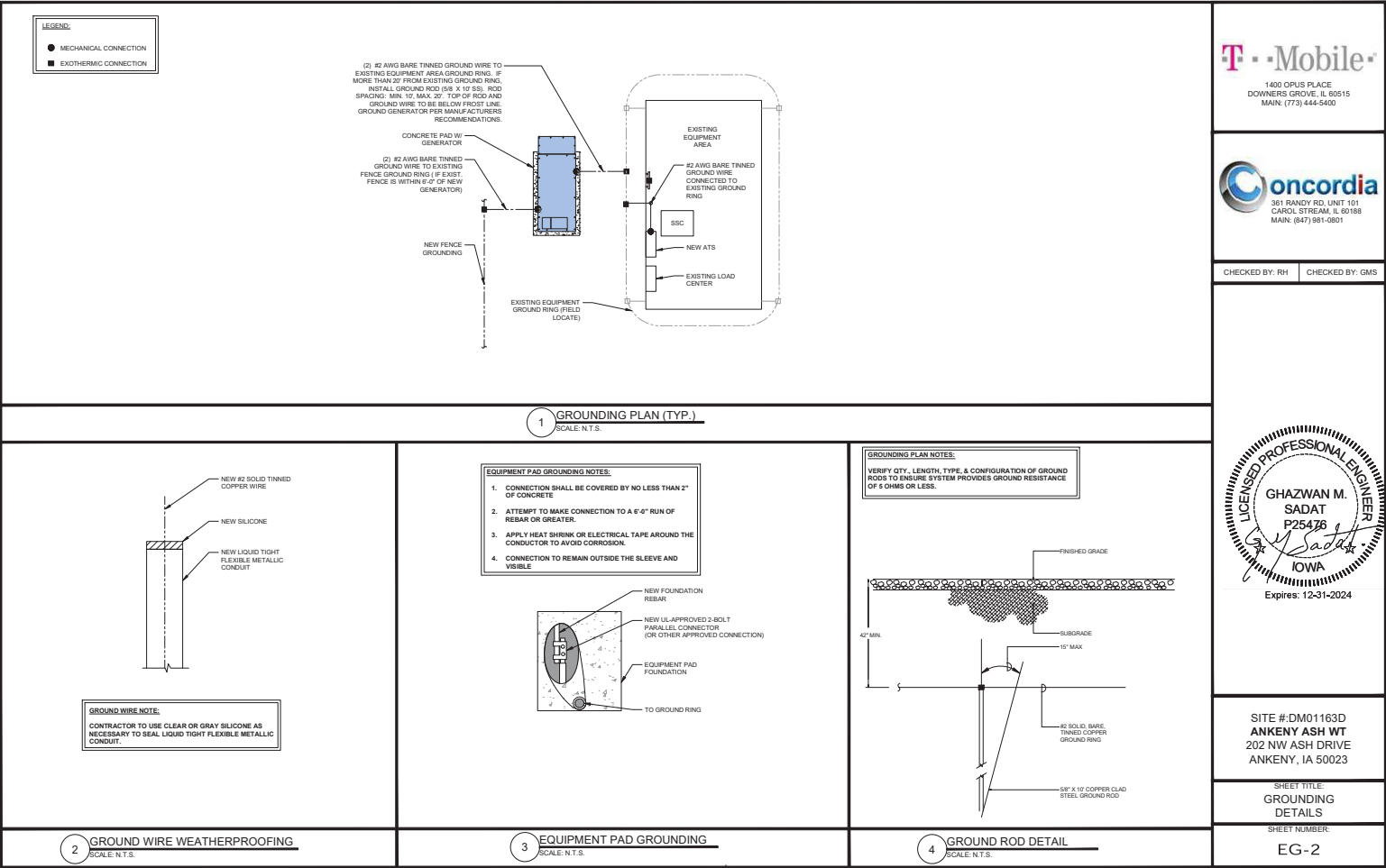
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LICENSED PROFESSIONAL ENGINEER
GHAWAN M. SADAT
P25478
IOWA
Expires: 12-31-2024

SITE #:DM01163D
ANKENY ASH WT
202 NW ASH DRIVE
ANKENY, IA 50023

SHEET TITLE:
GROUNDING DETAILS

SHEET NUMBER:
EG-1



SG050NA | 4.5L | 50 kW
INDUSTRIAL SPARK-IGNITED GENERATOR SET
EPA Certified Stationary

GENERAC INDUSTRIAL POWER

Standby Power Rating
50 kW, 53 kVA, 60 Hz

Demand Response Rating
50 kW, 53 kVA, 60 Hz

Prime Power Rating
45 kW, 56 kVA, 60 Hz

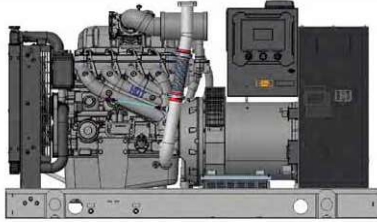


Image used for illustration purposes only.

Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.

	UL2200, UL6200, UL1236, UL489
	CSA C22.2
	BS5514 and DIN 6271
	SAE J1349
	NFPA 37, 70, 99, 110
	NEC700, 701, 702, 708
	ISO 3046, 7637, 8528, 9001
	NEMA ICS10, MG1, 250, ICS6, AB1
	ANSI C62.41
	IBC 2009, CBC 2010, IBC 2012, ASCE 7-05, ASCE 7-10, ICC-ES AC-156 (2012)

Powering Ahead

Generac ensures superior quality by designing and manufacturing most of its generator components, such as alternators, enclosures, control systems and communications software. Generac also makes its own spark-ignited engines, and you'll find them on every Generac gaseous-fueled generator. We engineer and manufacture them from the block up — all at our facilities throughout Wisconsin. Applying natural gas and LP-fueled engines to generators requires advanced engineering expertise to ensure reliability, durability and necessary performance. By designing specifically for these dry, hotter-burning fuels, the engines last longer and require less maintenance. Building our own engines also means we control every step of the supply chain and delivery process, so you benefit from single-source responsibility.

Plus, Generac Industrial Power's distribution network provides all parts and service so you don't have to deal with third-party suppliers. It all leads to a positive owner experience and higher confidence level. Generac spark-ignited engines give you more options in commercial and industrial generator applications as well as extended run time from utility-supplied natural gas.

SG050NA | 4.5L | 50 kW
INDUSTRIAL SPARK-IGNITED GENERATOR SET
EPA Certified Stationary

GENERAC INDUSTRIAL POWER

STANDARD FEATURES

ENGINE SYSTEM

- Oil Drain Extension
- Air Cleaner
- Fan Guard
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil and Coolant
- Critical Silencer
- Oil Temperature Sender with Alarm
- Air Filter Restriction Indicator

Fuel System

- Fuel Line - NPT Connection
- Primary and Secondary Fuel Shutoff

Cooling System

- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- 50/50 Ethylene Glycol Antifreeze
- Radiator Drain Extension

Electrical System

- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

ALTERNATOR SYSTEM

- UL2200 GENprotec™
- Class H Insulation Material
- 2/3 Pitch
- Skewed Stator
- Brushless Excitation
- Sealed Bearing
- Full Load Capacity Alternator

GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby Rated Units)
- 1 Year Limited Warranty (Prime Rated Units)

ENCLOSURE (If Selected)

- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuated Enclosures)
- Gasketed Doors
- Stamped Air-Intake Louvers
- Upward Facing Discharge Hood(s) (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ - Textured Polyester Powder Coat Paint

CONTROL SYSTEM

Power Zone Pro® Controller

- NFPA 110 Level 1 Compliant
- Engine Protective Functions
- Alternator Protective Functions
- Digital Engine Governor Control
- Digital Voltage Regulator
- Multiple Programmable Inputs and Outputs
- Remote Display Capability
- Remote Communication via Modbus® RTU, Modbus TCP/IP, and Ethernet 10/100
- Alarm and Event Logging with Real Time Stamping
- Expandable Analog and Digital Inputs and Outputs
- Remote Wireless Software Update Capable
- Wi-Fi, Bluetooth, BMS, and Remote Telemetry
- Built-In Programmable Logic Eliminates the Need for External Controllers Under Most Conditions
- Programmable I/O Channel Properties
- Built-In Diagnostics

Alarms and Warnings

- High/Low Oil Pressure
- High/Low Coolant Level
- High/Low Coolant Temperature
- Sender/Sensor Failure
- High/Low Oil Temperature
- Over Total kW
- Over/Under Speed
- Over/Under Voltage
- Over/Under Frequency
- Over Current
- High/Low Battery Voltage
- Battery Charger Current
- Phase-to-Phase and Phase-to-Neutral Short Circuits (PT Algorithm)

4.3 Inch Color Touch Screen Display

- Resistive Color Touch Screen
- Easily Identifiable Icons
- Multi-Lingual
- On Screen Editable Parameters
- Key Function Monitoring
- Three Phase Voltage, Amperage, kW, kVA, and kVAR
- Selectable Line to Line or Line to Neutral Measurements
- Frequency
- Engine Speed
- Engine Coolant Temperature
- Engine Oil Pressure
- Engine Oil Temperature
- Battery Voltage
- Hourmeter
- Warning and Alarm Indication
- Diagnostics
- Maintenance Events Information

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SITE #:DM01163D
ANKENY ASH WT
202 NW ASH DRIVE
ANKENY, IA 50023

SHEET TITLE
GENERATOR
SPECIFICATIONS

SHEET NUMBER
SPEC-1

SG050NA | 4.5L | 50 kW
INDUSTRIAL SPARK-IGNITED GENERATOR SET
EPA Certified Stationary



CONFIGURABLE OPTIONS

ENGINE SYSTEM

- Heater with Shutoff Valves
- Fluid Containment Pan
- Engine Coolant Heater
- Oil Heater
- Level 1 Fan and Belt Guards (Enclosed Units Only)
- Radiator Dust Adapter (Open Set Only)

ELECTRICAL SYSTEM

- 10A ILL Listed Battery Charger
- Battery Warmer

ALTERNATOR SYSTEM

- Alternator Upsizing
- Amb-Condensation Heater
- Tropical Cooling

CIRCUIT BREAKER OPTIONS

- Main Line Circuit Breaker
- 2nd Main Line Circuit Breaker
- 3rd Main Line Circuit Breaker
- Shunt Tie and Auxiliary Contact
- Electronic Trip Breakers

ENGINEERED OPTIONS

CONTROL SYSTEM

- Spare Inputs (x4) / Outputs (x4)
- Battery Disconnect Switch

GENERATOR SET

- Demand Response Rating
- Extended Factory Testing (3-Phase Only)
- 8 Position Load Center

ENCLOSURE

- Weather Protected Enclosure
- Level 1 Sound Attenuated
- Level 2 Sound Attenuated with Motorized Dampers
- Steel Enclosure
- Aluminum Enclosure
- Up to 200 MPH Wind Load Rating (Contact Factory for Availability)
- ACDC Enclosure Lighting Kit
- Enclosure Heaters

CONTROL SYSTEM

- NFPA 110 Compliant 21-Light Remote Annunciator
- Remote Relay Assembly (8 or 16)
- Remote E-Stop (Break Glass-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Flush Mount)
- 10A Run Relay
- Ground Fault Indication and Protection Functions
- 120V GFCI and 240V Outlets
- 100 dB Alarm Horn

WARRANTY (Standby Gensets Only)

- 2 Year Extended Limited Warranty
- 5 Year Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

SG050NA | 4.5L | 50 kW
INDUSTRIAL SPARK-IGNITED GENERATOR SET
EPA Certified Stationary



APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make	Generac
Cylinder #	4
Type	In-Line
Displacement - in ³ (L)	275.0 (4.5)
Bore - in (mm)	4.5 (114.3)
Stroke - in (mm)	4.25 (107.95)
Compression Ratio	9.04:1
Intake Air Method	Naturally Aspirated
Number of Main Bearings	5
Connecting Rods	Forged Steel, Flared Split, Bushings
Cylinder Head	Cast Iron
Cylinder Liners	Cast Iron
Ignition	Coil Near Plug Solid State Inductive
Proton Type	Cast Aluminum Full Top
Crankshaft Type	Forged Steel
Lifter Type	Hydraulic
Intake Valve Material	Stainless Steel
Exhaust Valve Material	Stainless Steel
Hardened Valve Seats	High Steel Iron Alloy

Engine Governing

Governor	Electronic
Frequency Regulation (Steady State)	±0.25%

Lubrication System

Oil Pump Type	Gear Driving
Oil Filter Type	Full-Flow Spin-On Cartridge
Crankcase Capacity - qt (L)	21 (20)

Cooling System

Cooling System Type	Pressurized Chilled
Fan Type	Plastic
Fan Speed - RPM	2,100
Fan Diameter - in (mm)	20 (508)

Fuel System

Fuel Type	Natural Gas, Propane
Fuel Injection	Electronic
Fuel Shut Off	Dual
NG Operating Fuel Pressure - in H ₂ O (kPa)	5 - 14 (1.2 - 3.5)
LP Operating Fuel Pressure - in H ₂ O (kPa)	7 - 14 (1.7 - 3.5)

Engine Electrical System

System Voltage	12 VDC
Battery Charge Alternator	35 A
Battery Size	See Battery Index 0101271028V
Battery Voltage	12 VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	K0050124Y21	Standard Excitation	Synchronous Brushless
Poles	4	Bearings	Sealed Ball
Field Type	Reverseing	Coupling	Direct via Flexible Disc
Insulation Class - Rotor	H	Protective Short Circuit Test	Yes
Insulation Class - Stator	B	Voltage Regulator Type	Full Digital
Total Harmonic Distortion	<3% (3-Phase)	Number of Demand Phases	All
Telephone Interference Factor (TIF)	<50	Regulation Accuracy (Steady State)	±0.25%



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SITE #:DM01163D
ANKENY ASH WT
202 NW ASH DRIVE
ANKENY, IA 50023

SHEET TITLE:
GENERATOR
SPECIFICATIONS

SHEET NUMBER:
SPEC-2

SG050NA | 4.5L | 50 kW
INDUSTRIAL SPARK-IGNITED GENERATOR SET
EPA Certified Stationary



OPERATING DATA

POWER RATINGS

Alternator	Voltage	Natural Gas				LP Vapor			
		Standby/Demand Response		Prime		Standby/Demand Response		Prime	
		Power	Amps	Power	Amps	Power	Amps	Power	Amps
K0050124Y21	Single-Phase 120/240 VAC @0.8pf	48 kW/48 kVA	200	45 kW/45 kVA	198	50 kW/50 kVA	208	45 kW/45 kVA	198
K0050124Y21	Single-Phase 120/240 VAC @0.8pf	50 kW/50 kVA	208	45 kW/45 kVA	198	50 kW/50 kVA	208	45 kW/45 kVA	198
K0050124Y21	Three-Phase 120/208 VAC @0.8pf	48 kW/60 kVA	167	45 kW/56 kVA	156	50 kW/63 kVA	174	45 kW/56 kVA	156
K0050124Y21	Three-Phase 120/208 VAC @0.8pf	50 kW/63 kVA	174	45 kW/56 kVA	156	50 kW/63 kVA	174	45 kW/56 kVA	156
K0050124Y21	Three-Phase 120/240 VAC @0.8pf	48 kW/60 kVA	167	45 kW/56 kVA	156	50 kW/63 kVA	174	45 kW/56 kVA	156
K0050124Y21	Three-Phase 120/240 VAC @0.8pf	50 kW/63 kVA	174	45 kW/56 kVA	156	50 kW/63 kVA	174	45 kW/56 kVA	156
K0050124Y21	Three-Phase 277/480 VAC @0.8pf	50 kW/63 kVA	75	45 kW/56 kVA	68	50 kW/63 kVA	75	45 kW/56 kVA	68
K0050124Y21	Three-Phase 277/480 VAC @0.8pf	50 kW/63 kVA	75	45 kW/56 kVA	68	50 kW/63 kVA	75	45 kW/56 kVA	68

MOTOR STARTING CAPABILITIES (sA)A

sA vs. Voltage Dip			
277/480 VAC	30%	208/240 VAC	30%
K0050124Y21	98	K0050124Y21	75
K0050124Y21	124	K0050124Y21	95

SG050NA | 4.5L | 50 kW
INDUSTRIAL SPARK-IGNITED GENERATOR SET
EPA Certified Stationary



OPERATING DATA

FUEL CONSUMPTION RATES*

Natural Gas – scfh (m³/hr)		Propane Vapor – scfh (m³/hr)	
Percent Load	Standby	Percent Load	Standby
25%	364 (5.6)	25%	102.6 (2.5)
50%	343 (5.7)	50%	175.9 (5.5)
75%	458 (12.9)	75%	237.5 (6.7)
100%	671 (17.6)	100%	293.2 (8.3)

* Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

	Standby
Air Flow (Fan Air Flow Across Radiator)	scfm (m³/min)
Coolant Flow	gpm (L/min)
Coolant System Capacity	gal (L)
Max. Operating Ambient Temperature	°F (°C)
Maximum Operating Ambient Temperature (Before Derate)	See Bulletin No. 0190270053
Maximum Radiator Backpressure	in H₂O (kPa)

COMBUSTION AIR REQUIREMENTS

Standby
Flow at Rated Power scfm (m³/min)
115 (3.3)

ENGINE

Standby
Rated Engine Speed
Horsepower at Rated kW**
Rated Speed
BMEP

EXHAUST

Standby
Exhaust Flow (Rated Output)
Maximum Exhaust Backpressure
Exhaust Temp (Rated Output - Post Silencer)

** Refer to "Emissions Data Sheet" for maximum BHP for EPA and SCAQMD permitting purposes.

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.
Please contact a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3045, BS5514, ISO8528, and DIN8271 standards.
Standby – See Bulletin 0187900558
Prime – See Bulletin 0187510558



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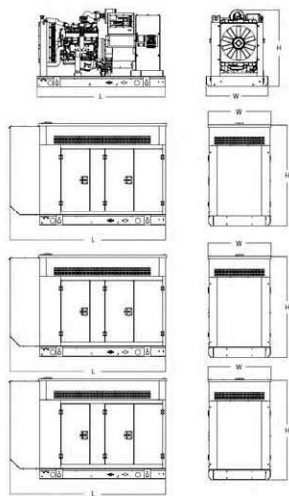
SHEET TITLE:
GENERATOR
SPECIFICATIONS

SHEET NUMBER:
SPEC-3

SG050NA | 4.5L | 50 kW
INDUSTRIAL SPARK-IGNITED GENERATOR SET
EPA Certified Stationary

GENERAC INDUSTRIAL
POWER SYSTEMS

DIMENSIONS AND WEIGHTS*



OPEN SET (Includes Exhaust Flex)

L x W x H - in (mm)	76.0 (1,930) x 37.4 (950) x 46.3 (1,176)
Weight - lbs (kg)	2,226 (1,009)

WEATHER PROTECTED ENCLOSURE

L x W x H - in (mm)	94.8 (2,407) x 37.4 (950) x 69.1 (1,755)
Weight - lbs (kg)	Steel: 2,697 (1,223) Aluminum: 1,754 (796)

LEVEL 1 SOUND ATTENUATED ENCLOSURE

L x W x H - in (mm)	94.8 (2,407) x 37.4 (950) x 69.1 (1,755)
Weight - lbs (kg)	Steel: 2,778 (1,259) Aluminum: 2,568 (1,156)

LEVEL 2 SOUND ATTENUATED ENCLOSURE

L x W x H - in (mm)	94.8 (2,407) x 37.4 (950) x 69.1 (1,755)
Weight - lbs (kg)	Steel: 2,928 (1,328) Aluminum: 2,574 (1,166)

* All measurements are approximate and for estimation purposes only.

YOUR FACTORY RECOGNIZED GENERAC INDUSTRIAL DEALER

Specification characteristics may change without notice. Please contact a General Power Systems Industrial Dealer for detailed installation drawings.

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Part No. A0000310340
Rev. 1 07/15/19

SPEC SHEET

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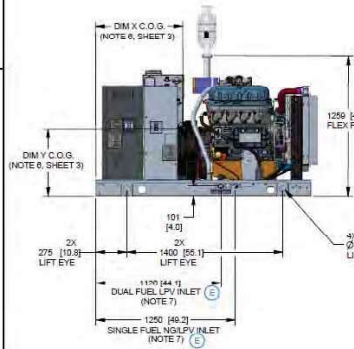
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SHEET TITLE:
GENERATOR
SPECIFICATIONS

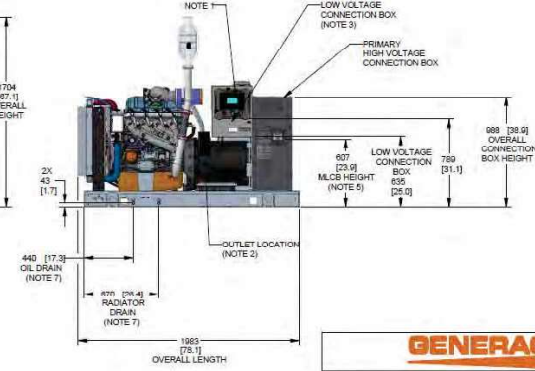
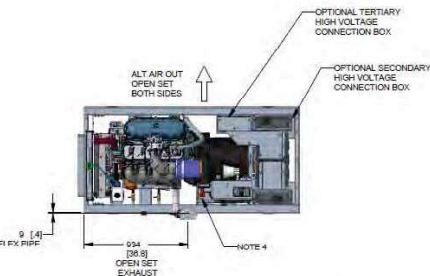
SHEET NUMBER:
SPEC-4

- Notes:
1. CONTROL PANEL, (BATTERY CHARGER INSIDE).
 2. 120V, 20A GFCI & 200V, 15A OUTLET (OPTIONAL).
 3. CONNECTION POINTS FOR CONTROL WIRES PROVIDED IN THE LOW VOLTAGE CONNECTION BOX (USE LOW VOLTAGE STRAP-UP AREA).
 4. BATTERY (12 VOLT NEGATIVE GROUND SYSTEM).
 5. MAIN LINE CIRCUIT BREAKER (M.C.B.) AS LOAD LEAD.
 6. DIMENSIONS MAY VARY DUE TO UNIT CONFIGURATION.
 7. CENTER OF GRAVITY AND HEIGHT MAY CHANGE DUE TO UNIT OPTIONS.
 8. PORTS AND CENTER OF GRAVITY DATA SEE SHEET 3.
 9. ENSURE SERVICE CONNECTIONS.
 10. INLET NATURAL GAS/LPV = 1-1/4" NPT FEMALE COUPLING.
 11. RETURN DIESEL = N/A.
 12. OIL DRAIN = 1/2" NPT COUPLING.
 13. RADIATOR DRAIN = 1/2" NPT COUPLING.
 14. FLEX PIPE OUTLET = 2" ID - WELD ON FLANGE PROVIDED.
 15. EXHAUST OUTLET = N/A.
 16. SEE GENERATOR SIZING GUIDE FOR FUEL PIPE SIZING TO SUIT APPLICATION.
 17. AUXILIARY AC CONNECTION FOR UNIT OPTIONS ARE LOCATED IN HIGH VOLTAGE CONNECTION BOX, UNLESS AN OPTIONAL LOAD CENTER IS INSTALLED.
 18. EXHAUST PIPES MAY BE ROTATED TO ALLOW MULTIPLE TO POINT OUT TO THE RIGHT OR LEFT SIDE OF GENERATOR. (MAY NOT APPLY TO ALL UNITS).
 19. GENERATOR SET MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND DISCHARGE AIR FROM THE RADIATOR IS NOT RECIRCULATED.
 20. BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING AIR FLOW.
 21. EXHAUST SYSTEM MAXIMUM BACK PRESSURE = 10" H2O (ADDITIONAL).
 22. INSTALL EXHAUST BLANKETS ALONG THIS LINE.
 23. CONNECT THE OPEN SET EXHAUST PER NFPA 37.
 24. BLANKETS SHOULD NOT COVER OXYGEN SENSOR.
 25. OXYGEN SENSOR (IF EQUIPPED) MUST BE MOUNTED BETWEEN ENGINE OUTLET AND CATALYST INLET IN PORT PROVIDED.
 26. CATALYST MUST BE MOUNTED IN DESCRIBED POSITION, FAILING TO FOLLOW THESE REQUIREMENTS VIOLATES FEDERAL LAW 49CFR 108.105(b), SUBJECT TO FINES OR IMPAILED AS DESCRIBED IN THE CLEAN AIR ACT.
 27. BOLTS OR STUDS USED TO MOUNT UNIT TO PAD SHALL BE 5/8" - 11 GRADE 5.



DRAWING CREATED FROM PROENGINEER 3D FILE. ECO MODIFICATION TO BE APPLIED TO SOLID MODEL ONLY.

INSTALLATION DRAWING



GENERAC

TITLE			
OPEN SET G4.5L 60Hz SG35, SG40, SG45, SG50			
ISSUE DATE:			
SIZE	CAGE NO	DWG NO	REV
B	N/A	A0000292914	E
SCALE		WT-KG	SHEET 1 of 3
0.035			

DIMENSIONS ARE IN MILLIMETERS (INCHES)

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SHEET TITLE:
GENERATOR
SPECIFICATIONS

SHEET NUMBER:
SPEC-5

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SHEET TITLE:
GENERATOR
SPECIFICATIONS

SHEET NUMBER:
SPEC-7

OPEN SET					
MODEL	VOLTAGE	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
SG35, SG40, SG45, SG50	220V, 240V, Ø	759.8 kg [1675 lbs.]	1038 [40.9]	551 [21.7]	444 [17.5]
SG35, SG40, SG45, SG50	600V	703.4 kg [1553 lbs.]	1038 [40.9]	551 [21.7]	
SG35, SG40, SG45, SG50	208V, 240V, 400V, 480V	765.2 kg [1687 lbs.]	1038 [40.9]	551 [21.7]	
SG35, SG40, SG45, SG50	220V, 240V, Ø UPSIZE	787.4 kg [1735 lbs.]	1014 [40]	540 [21.5]	
SG35, SG40, SG45, SG50	600V UPSIZE	791.1 kg [1744 lbs.]	1012 [39.8]	545 [21.5]	
SG35, SG40, SG45, SG50	208V, 240V, 400V, 480V UPSIZE	762.9 kg [1748 lbs.]	1011 [39.8]	545 [21.5]	

STD ENCLOSURE, STEEL					
MODEL	VOLTAGE	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
SG35, SG40, SG45, SG50	220V, 240V, Ø	979.8 kg [2160 lbs.]	1059 [42.1]	614 [24.2]	448 [17.6]
SG35, SG40, SG45, SG50	600V	963.4 kg [2118 lbs.]	1059 [42.1]	614 [24.2]	
SG35, SG40, SG45, SG50	208V, 240V, 400V, 480V	985.2 kg [2172 lbs.]	1058 [42]	614 [24.2]	
SG35, SG40, SG45, SG50	220V, 240V, Ø UPSIZE	1007.4 kg [2221 lbs.]	1054 [41.6]	608 [23.9]	
SG35, SG40, SG45, SG50	600V UPSIZE	1011.1 kg [2230 lbs.]	1053 [41.6]	607 [23.9]	
SG35, SG40, SG45, SG50	208V, 240V, 400V, 480V UPSIZE	1012.9 kg [2233 lbs.]	1052 [41.4]	607 [23.9]	

STD ENCLOSURE, ALUMINUM			
WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
859.1 kg [1894 lbs.]	1051 [41.4]	601 [23.7]	447 [17.6]
861.8 kg [1900 lbs.]	1051 [41.4]	601 [23.7]	
863.6 kg [1904 lbs.]	1051 [41.4]	600 [23.6]	
886.8 kg [1955 lbs.]	1035 [40.7]	595 [23.4]	
890.6 kg [1961 lbs.]	1034 [40.7]	595 [23.4]	
891.3 kg [1965 lbs.]	1034 [40.7]	594 [23.4]	

L1A ENCLOSURE, STEEL					
MODEL	VOLTAGE	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
SG35, SG40, SG45, SG50	220V, 240V, Ø	1024.2 kg [2258 lbs.]	1071 [42.2]	615 [24.3]	449 [17.7]
SG35, SG40, SG45, SG50	600V	1028.9 kg [2284 lbs.]	1070 [42.1]	615 [24.3]	
SG35, SG40, SG45, SG50	208V, 240V, 400V, 480V	1026.7 kg [2268 lbs.]	1070 [42.1]	615 [24.3]	
SG35, SG40, SG45, SG50	220V, 240V, Ø UPSIZE	1051.9 kg [2319 lbs.]	1056 [41.7]	611 [24.1]	
SG35, SG40, SG45, SG50	600V UPSIZE	1054.6 kg [2325 lbs.]	1057 [41.6]	611 [24.1]	
SG35, SG40, SG45, SG50	208V, 240V, 400V, 480V UPSIZE	1056.4 kg [2329 lbs.]	1057 [41.6]	610 [24]	

L1A ENCLOSURE, ALUMINUM			
WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
901.3 kg [1967 lbs.]	1055 [41.6]	604 [23.8]	447 [17.6]
904.1 kg [1995 lbs.]	1055 [41.6]	604 [23.8]	
906.7 kg [1999 lbs.]	1055 [41.6]	604 [23.8]	
929 kg [2048 lbs.]	1042 [41]	599 [23.6]	
932.6 kg [2056 lbs.]	1041 [41]	599 [23.6]	
934.9 kg [2061 lbs.]	1041 [41]	598 [23.5]	

L2A ENCLOSURE, STEEL					
MODEL	VOLTAGE	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
SG35, SG40, SG45, SG50	220V, 240V, Ø	1081.9 kg [2341 lbs.]	1078 [42.4]	626 [24.6]	452 [17.8]
SG35, SG40, SG45, SG50	600V	1085.5 kg [2349 lbs.]	1078 [42.4]	626 [24.6]	
SG35, SG40, SG45, SG50	208V, 240V, 400V, 480V	1087.3 kg [2353 lbs.]	1078 [42.4]	626 [24.6]	
SG35, SG40, SG45, SG50	220V, 240V, Ø UPSIZE	1093.5 kg [2402 lbs.]	1064 [41.9]	621 [24.4]	
SG35, SG40, SG45, SG50	600V UPSIZE	1093.2 kg [2410 lbs.]	1063 [41.9]	620 [24.4]	
SG35, SG40, SG45, SG50	208V, 240V, 400V, 480V UPSIZE	1095.4 kg [2415 lbs.]	1063 [41.9]	620 [24.4]	

L2A ENCLOSURE, ALUMINUM			
WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
939.4 kg [2071 lbs.]	1063 [41.9]	612 [24.1]	450 [17.7]
943 kg [2079 lbs.]	1063 [41.9]	612 [24.1]	
944.6 kg [2083 lbs.]	1063 [41.9]	612 [24.1]	
966.9 kg [2131 lbs.]	1049 [41.3]	607 [23.9]	
970.7 kg [2140 lbs.]	1049 [41.3]	606 [23.9]	
972.5 kg [2144 lbs.]	1048 [41.3]	606 [23.9]	

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GENERAC			
TITLE OPEN SET G4 5L 60Hz SG35, SG40, SG45, SG50			
ISSUE DATE:			
SIZE B	CAGE NO N/A	DWG NO A0000292914	REV E
SCALE 0.035		WT-KG	SHEET 3 of 3

INSTALLATION DRAWING

TX611 Series Transfer Switch

100 – 400 Amps

Contactor Type - Open and Delayed Transition

GENERAC INDUSTRIAL POWER

- Automatic Transfer Switch
- 100 – 400 A, up to 480 VAC, 60 Hz
- Single or Three Phase
- 2, 3, or 4 Poles
- UL Type 1 or Type 3R Enclosure
- Open and Inphase or Open with Delayed Transition
- ETLus and cETLus
- 3 Cycle Rated for Easy Upstream Breaker Coordination



Codes and Standards

- ETLus and cETLus Listed to UL 1000
- NFPA 70, 99, 110
- NEC 700, 701, 702, 708
- OSHPD and Seismic Certified CBC 2019, CBC 2016, IBC 2019, IBC 2015, IBC 2012, IBC 2009, ASCE 7-10, ASCE 7-16, ICC-ES AC-156

Description

Generac's patented* contactor is featured in the TX contactor type transfer switch, which is a double-throw robust switch construction with inherent interlocks for safe positive transfer between power sources. Featuring a transition time of less than 20 milliseconds, this high speed transfer is ideal for all applications, including motor load applications. The contacts are silver composite for long life, resisting pitting or burning. The switches are rated for full load transfers in mission critical, emergency, legally required, and optional power systems.

The microprocessor based controller provides the customers with the flexibility to program a comprehensive group of set points to match the application needs. The controller has two programmable inputs and one programmable output as standard and is available with optional expansion boards for up to four programmable inputs and outputs. The LCD displays real time and historical information with time-stamped events. The integrated plant exerciser can be configured in off, daily, day of week, biweekly, and monthly intervals with user selectable run time. Standard features of the controller include three phase sensing on both sources, phase imbalance, phase reversal, load shed, emergency inhibit, and communications.

TX611 Series Transfer Switch

100 – 400 Amps

Contactor Type - Open and Delayed Transition

GENERAC INDUSTRIAL POWER

STANDARD FEATURES

GENERAL

- Small Footprint, Results in Easy Mounting and Installation for Reduced Time and Costs
- Cable Entry is Top or Bottom
- Double-Throw, Stored Energy Transfer Mechanism
- Can be Electrically Isolated while Energized
- Graphical LCD-Based Display for Programming, System Diagnostics and Help Menu Display Mimic
- Diagram with Source Available and Connected LED Indicator
- Method of Transfer: Oper with Inphase Transition
- Mechanically Interlocked to Prevent Connection of Both Sources
- Modular RTU
- TXC 100 Controller
- Operating Temperature -4 ° to 158 °F (-20 ° to 70 °C)
- Removable Top and Bottom Plates for Ease of Entry Voltage Agnostic*
- High Withstand and Closing Ratings
- Heater Kit Standard on All 3R Enclosures
- Auxiliary Output Includes: Two Wire Start, Signal Before Transfer, Fault, and a Programmable Relay Output
- Auxiliary Input Includes: Permissive Inputs (24 VDC)
- General Alarm Indication
- 2 Year Standard Warranty
- IBC 2016, 2015, 2012, 2009

VOLTAGE AND FREQUENCY SENSING

- Three Phase Under and Over Voltage Sensing on Normal and Emergency Sources
- Under and Over Frequency Sensing on Normal and Emergency
- Selectable Settings: Single or Three Phase Voltage
- Sensing on Normal, Emergency and Load 60 Hz
- Phase Sequence Sensing for Phase Sensitive Loads

Start Circuit

- 2-Wire Start
- 3-Wire Start From C Contact for Circuit Monitoring

Digital Outputs

- Signal Before Transfer (Elevator)
- General Alarm

Digital Inputs

- Emergency Inhibit (Permissive & Load Shed)
- Go to Emergency (Demand Response)
- Manual Generator Retransfer

CONTROLS

- Front Programmable Control Reduces PPE Needs and Arc Flash Hazard
- Built in Battery Backup - Increases Switch Reliability and Reduces Switch Transition Time to Alternate Source
- Battery Backup Able to Power the Controller for up to 60 Minutes in the Event of No Source Availability
- Generator Battery Backup for Controller
- Accessible USB Port for Easy Data Downloads, Firmware Updates without Requiring PPE, Reducing the Risk of Arc Flash
- All Amp Noses Offered with Delayed Transition
- Heater Programmable through Control for Desired Temperature and Humidity Settings
- Front Accessible Customer Connections
- Time-Stamped Event History Log
- Programmable Exerciser - Daily, Weekly, Bi-Weekly, Monthly

* 480 V 3-Wire Systems Must be Specified at Time of Ordering for Transformer Kit to be Included

CONFIGURABLE OPTIONS

- Chicago Code Kit
- 3R Padlockable Cover for Controller (Standard on 3R Enclosure)
- CTs for Integrated Metering
- Heater Option for Temperature and Humidity Control (Standard on 3R)
- Time Delay in Neutral Transition (TDM), or Inphase with a Default to Time Delay in Neutral Transfer
- Expandable Input/Output Board Module Includes: 4 Relay Outputs and 4 Optically Isolated Inputs
- IBC Seismic Certified/Seismic Rated

- 2 Year Extended Limited Warranty
- 5 Year Basic Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

Engineered Options

- Transient Voltage Surge Suppressor (TVSS)
- NEMA 4X Stainless Steel (304 or 316) Enclosure
- Manual Generator Retransfer Switch
- Go to Emergency Switch

Conversion Kits

- 480 V Transformer Kit for 3-Wire Systems
- UL Type 1 to Type 3R Kit

T-Mobile

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ANKENY, IA 50023

SHEET TITLE:
ATS
SPECIFICATIONS

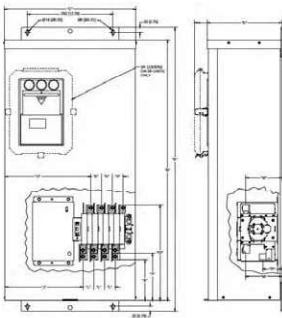
SHEET NUMBER:
SPEC-9

TX611 Series Transfer Switch
100 – 400 Amps

Contactor Type - Open and Delayed Transition

GENERAC INDUSTRIAL

UNIT DIMENSIONS*



Contactor Type, Open and Delayed Transition, 100 – 400 A

Description	in (mm)													Circuit Breaker 25 °C max	Neutral Connection	Ground Connection	Wt (kg)
	A (Height)	B (Depth)	C (Width)	D (Height)	E (Width)	F (Height)	G (Width)	H (Height)	J (Width)	K (Height)	L (Width)	M (Height)	N (Width)				
100A NON DER TYPE 1	36.6 (930)	31.7 (805)	21.2 (538)	12.0 (305)	8.6 (219)	9.8 (250)	18.1 (471)	13.7 (348)	12.4 (315)	1.7 (44)	1.7 (44)	5.8 (148)	3.1 (79)	(1) 250 - 14	(1) 250 - 14	(2) 250 - 14	105.0 (48)
100A NON DER TYPE 3R	36.6 (930)	31.7 (805)	21.2 (538)	12.0 (305)	8.6 (219)	9.8 (250)	18.1 (471)	13.7 (348)	12.4 (315)	1.7 (44)	1.7 (44)	5.8 (148)	3.1 (79)	(1) 250 - 14	(1) 250 - 14	(2) 250 - 14	110.0 (50)
150A NON DER TYPE 1	36.6 (930)	31.7 (805)	21.2 (538)	12.0 (305)	9.3 (236)	10.3 (262)	18.1 (460)	13.7 (348)	12.4 (315)	1.7 (44)	1.7 (44)	6.0 (153)	3.3 (84)	(1) 250 - 6	(1) 250 - 6	(2) 250 - 6	118.5 (53)
150A NON DER TYPE 3R	36.6 (930)	31.7 (805)	21.2 (538)	12.0 (305)	9.3 (236)	10.3 (262)	18.1 (460)	13.7 (348)	12.4 (315)	1.7 (44)	1.7 (44)	6.0 (153)	3.3 (84)	(1) 250 - 6	(1) 250 - 6	(2) 250 - 6	121.0 (55)
200A NON DER TYPE 1	36.6 (930)	31.7 (805)	21.2 (538)	12.0 (305)	10.3 (262)	10.3 (262)	18.1 (460)	13.7 (348)	12.4 (315)	1.7 (44)	1.7 (44)	6.0 (153)	3.3 (84)	(1) 250 - 6	(1) 250 - 6	(2) 250 - 6	116.5 (53)
200A NON DER TYPE 3R	36.6 (930)	31.7 (805)	21.2 (538)	12.0 (305)	10.3 (262)	10.3 (262)	18.1 (460)	13.7 (348)	12.4 (315)	1.7 (44)	1.7 (44)	6.0 (153)	3.3 (84)	(1) 250 - 6	(1) 250 - 6	(2) 250 - 6	121.0 (55)
300A NON DER TYPE 1	41.4 (1,050)	47.3 (1,198)	24.2 (614)	13.9 (353)	9.7 (246)	11.5 (293)	25.3 (643)	14.8 (377)	13.1 (333)	2.3 (59)	2.3 (59)	6.5 (166)	3.3 (84)	(1) 600 - 4/0 (2) 250 - 1/0	(1) 600 - 4/0 (2) 250 - 1/0	(5) 600 MCM - 4/0 (10) 250 MCM - 1/0	173.8 (79)
300A NON DER TYPE 3R	41.4 (1,050)	47.3 (1,198)	24.2 (614)	13.9 (353)	9.7 (246)	11.5 (293)	25.3 (643)	14.8 (377)	13.1 (333)	2.3 (59)	2.3 (59)	6.5 (166)	3.3 (84)	(1) 600 - 4/0 (2) 250 - 1/0	(1) 600 - 4/0 (2) 250 - 1/0	(5) 600 MCM - 4/0 (10) 250 MCM - 1/0	173.8 (79)
400A NON DER TYPE 1	51.4 (1,305)	47.3 (1,198)	24.2 (614)	13.9 (353)	9.7 (246)	11.5 (293)	25.3 (643)	14.8 (377)	13.1 (333)	2.3 (59)	2.3 (59)	6.5 (166)	3.3 (84)	(1) 600 - 4/0 (2) 250 - 1/0	(1) 600 - 4/0 (2) 250 - 1/0	(5) 600 MCM - 4/0 (10) 250 MCM - 1/0	173.8 (79)
400A NON DER TYPE 3R	51.4 (1,305)	47.3 (1,198)	24.2 (614)	13.9 (353)	9.7 (246)	11.5 (293)	25.3 (643)	14.8 (377)	13.1 (333)	2.3 (59)	2.3 (59)	6.5 (166)	3.3 (84)	(1) 600 - 4/0 (2) 250 - 1/0	(1) 600 - 4/0 (2) 250 - 1/0	(5) 600 MCM - 4/0 (10) 250 MCM - 1/0	173.8 (79)

UL 1008 Withstand and Closing Ratings

Amps Rating	Specific Breaker (kA)***	3-Cycle Rating (kA)	Peak Rating (kA)†	Full Size	Voltage
100	25	22	250 kA	200 A	480V
150	40	35	300 kA	200 A	480V
200	42	37	300 kA	200 A	480V
300	65	55	300 kA	400 A	480V
400	65	55	300 kA	400 A	480V

* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

** See Specific Breaker List available on CD/Document

Generac Power Systems, Inc. | P.O. Box 8 | Waukesha, WI 53189

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Part No. A000052840

Rev. E 04/21/2023

TX611 SERIES

3 of 3

T-Mobile

1400 OPUS PLACE
DOWNERS GROVE, IL 60515
MAIN: (773) 444-5400

Concordia

361 RANDY RD. UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 961-0601

CHECKED BY: RH CHECKED BY: GMS

SITE #:DM01163D
ANKENY ASH WT
202 NW ASH DRIVE
ANKENY, IA 50023

SHEET TITLE:
ATS
SPECIFICATIONS

SHEET NUMBER:
SPEC-10

Site: DM-1163D
Market: Des Moines MTA

Tower Lease Agreement

THIS TOWER LEASE AGREEMENT (this "Lease") is effective this 2nd day of July, 1997, between, the City of Ankeny, Iowa, ("Landlord"), and Western PCS I Corporation, a Delaware corporation ("Tenant").

1. Leased Property and Premises:

(a) Subject to the terms and conditions as set forth herein, Landlord hereby leases to Tenant certain space on the water tower located on the real property described in the attached Exhibit A (the "Property") sufficient for placement of Antenna Facilities (as defined below). The location and orientation of Tenant's space on the water tower, together with all necessary space and easements on the water tower and surrounding Property for access and utilities, is generally described and depicted in the attached Exhibits B & C (collectively referred to hereinafter as the "Premises").

The Premises is located at the Ash Drive Water Tower located at 202 NW Ash Drive, Ankeny, Polk County, IA 50021.

(b) During the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") including appointing Tenant as agent for all conditional-use permit applications and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, variances, conditional-use permits, perform surveys, soil tests, and other engineering procedures on, under and over the Property, necessary to determine that Tenant's use of the Property and Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals.

2. Term. The term of this Lease shall be five (5) years commencing on the 20th day of July, 1997 (the Commencement Date), and terminating at midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred.

3. Permitted Use.

(a) The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, maintenance, repair or replacement of related facilities, towers, antennas, equipment or buildings and related

activities. Tenant shall obtain, at Tenant's expense, all Governmental Approvals and may (prior to or after the Commencement Date) obtain a title report, perform environmental and other surveys, soil tests, and other engineering procedures on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord), where required, to perform such procedures or obtain Governmental Approvals. If necessary, Tenant has the right to immediately terminate this Lease if Tenant notifies Landlord of unacceptable results of any title report, governmental approvals, environmental survey or soil tests prior to Tenant's installation of the Antenna Facilities (as defined below) on the Premises.

(b) Landlord represents to Tenant that in light of the Tenant's Antenna Facilities being attached to a current structure of Landlord, that Tenant does not have to proceed with further zoning or permitting applications, as none such requirements apply. Tenant has, therefore, complied with any and all requirements concerning the Antenna Facilities that Landlord requires.

4. Rent.

(a) Tenant shall pay Landlord, as Rent, Seven Hundred Fifty Dollars (\$750.00) per month ("Rent"). Rent shall be payable in advance beginning on the Commencement Date for the remainder of the month in which the Commencement Date falls and for the following month, and thereafter rent will be payable monthly in advance on the fifth day of each month for the following month to the City of Ankeny, Iowa, at Landlord's address specified in Section 12 below. For the purpose of this Lease, all references to "month" shall be deemed to refer to a calendar month. If the Commencement Date does not fall on the fifth day of the month, then Rent for the period from the Commencement Date to the last day of the following month shall be prorated based on the actual number of days from the Commencement Date to the last day of the following month.

(b) If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rents shall be refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for four (4) additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that rent shall be increased by twenty percent (20%) of the rent paid over the preceding term.

This Lease shall automatically renew for each successive Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least 60 days prior to the expiration of the term or any Renewal Term.

If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or tenants or licensees of Landlord, with rights to the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its employees, invitees or agents to use, any portion of Landlord's properties in any way which interferes with the operations of Tenant. Further, Landlord shall not permit its future Tenants or licensees, if any, to use any portion of Landlord's properties in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference or for taking action to terminate said interference within thirty (30) days of sending of the written notice. In the event any such interference does not cease within the thirty day period following the written notice, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

At no time shall Tenant's operations result in any interference with, or impairment, or diminution in the quality of the Water Tower Control Communications System of Landlord, as it exists on the commencement date or as it may be modified in the future. Landlord shall provide Tenant with written notice and specifications of any proposed modifications prior to the installation in order to facilitate Tenant's mitigation of potential interference. Tenant agrees to change, correct or modify its equipment immediately upon written notification of a problem, to assure the quality of the Water Tower Control System. If such problem is not cured or mitigated (at Tenant's expense) within 24 hours of receipt of such written notice, Tenant shall immediately cease use of its communications system, or portion thereof causing such interference, until such time as the interference is cured. If the Tenant fails to correct the problem and/or continues to operate its system with interference to Landlord's Water Tower Control System, then Landlord may terminate this Agreement, subject to the provisions of paragraph 8.

Tenant acknowledges that Landlord anticipates painting the tower during the term of this Lease. Tenant agrees to move or otherwise protect its equipment during tower maintenance and/or painting. Antennas, including the brackets holding antennas, will be moved so that sandblasting, priming and repainting can be accomplished. Tenant shall be responsible for painting the antenna equipment to match the color of the tower. In addition, Tenant acknowledges that the painting of the tower and/or tower maintenance may cause interference with Tenant's use of the property. Landlord shall provide Tenant with written notice prior to said maintenance and/or painting in order to facilitate Tenant's

mitigation of potential interference and to facilitate Tenant's covering or removal of equipment for the period of time necessary for the maintenance and/or painting.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to maintain on the Premises currently existing improvements, personal property and facilities, including the radio transmitting and receiving antennas, and an electronic equipment shelter (collectively the "Antenna Facilities") which are configured generally as set forth in Exhibit C. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the Term of this Lease. Additional improvements to the Premises beyond those currently existing, must be submitted to the Landlord, c/o City Manager's Office, for review and consent prior to initiation of the improvement. Consent shall not be unreasonably conditioned or delayed; however, Landlord reserves the right, in its sole discretion, to withhold consent and any consent shall be subject to negotiation of additional rent for the additional improvements. Zoning requirements for replacing or upgrading the Antenna Facilities, if any, must be met through normal procedures. The Tenant is responsible for obtaining any required regulatory approvals for all improvements to the Premises. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Upon termination of this Lease, Tenant shall remove its Antenna Facilities, base transceiver station and any other equipment associated with its use of the Premises, at Tenant's expense, and shall restore the surface area of the Premises to its original condition or as near to its original condition as is reasonably practicable.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, the construction of a fence which construction and placement of the fence shall be coordinated by Tenant with Landlord so as not to interfere with Landlord's or existing Tenant's use of the Property. In addition, the means of restricting access, including fence material selection, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld.

(c) Tenant shall pay any additional utilities charges due to Tenant's use. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Landlord hereby grants an easement to permanently place any utilities on, or to bring utilities across, the Property in order to service the Premises and the Antenna Facilities. In the event Tenant is required to bring in an emergency generator or other equipment, screening requirements will be maintained in such a manner as to blend in with park renovations.

(d) As partial consideration for rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, and access (including access as described in section 1) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon

prior written notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

(e) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days written notice by Landlord for failure to cure a material default for payment of amounts due under this Lease within that 30-day period;

(b) upon thirty (30) days written notice by either party if the other party defaults and fails to cure such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period;

(c) upon ninety (90) days written notice by Tenant, if it is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business;

(d) upon ninety (90) days written notice by Tenant if the Premises are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(e) immediately upon written notice of either party, if the Premises or the Antenna Facilities are destroyed or damaged. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Landlord elects to restore the Premises and if Tenant elects to continue this Lease, then all Rent shall continue until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; provided, however, nothing contained in this Lease shall require the Landlord to restore the Premises after such damage or destruction.

(f) at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

9. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Building. In the event that Landlord fails to pay said real property taxes, then Tenant shall have the right to pay but not obligation to pay said taxes and deduct them from Rent amounts due under this agreement.

10. Insurance and Subrogation.

(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$1,000,000 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

11. Hold Harmless. Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors. Tenant further agrees to hold Landlord harmless for any consequential or incidental damages including lost profits.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Tenant, to:

Western PCS I Corporation
Attn.: PCS Leasing Administrator
2001 NW Sammanish Rd.
Issaquah, WA 98027
Phone: (206) 313-5200
Fax: (206) 313-5520

with a copy to:

Western PCS I Corporation
Attn.: Legal Department
2001 NW Sammanish Rd.
Issaquah, WA 98027
Phone: (206) 313-5200
Fax: (206) 313-5520

If to Landlord to:

with a copy to:

City of Ankeny, Iowa
1605 North Ankeny Blvd.
Ankeny, IA 50021
Phone: (515) 965-6400 or 965-6420
Fax: (515) 965-6449

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit D). Landlord represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substance (as defined in attached Exhibit D) as of the date of this Lease.

Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused solely by Tenant, that have occurred or which may occur on the Property. Tenant shall be responsible for its proportionate share of the costs, if any, which arise from Tenant's activities on the Premises.

Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or release into the environment arising solely from Tenant's activities on the Property. Tenant shall be responsible for its proportionate share of the environmental costs, if any, which arise from Tenant's activities on the Premises.

Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

The indemnifications in this section specifically include without limitation costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

15. Assignment and Subleasing. Tenant may assign this Lease upon written notice to Landlord, to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord, only if such sublease is subject to the provisions of this Lease. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed or withheld.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagee located on the Premises, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 8 of this Lease. All such notices to Mortgagees shall be sent to Mortgagee at the address specified by Tenant upon entering into a financing agreement. Failure by Landlord to give Mortgagee such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagee to cure any default and to remove any property of Tenant or Mortgagee located on the Premises, as provided in Section 17 of this Lease.

16. Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Lender the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Lender's sole discretion and without Landlord's consent.

18A. Removal of Antenna Facilities. If, within ninety (90) days after termination of this Lease (whether because of expiration of the term or for any other reason), Tenant has not removed the Antenna Facilities, then at such time the Antenna Facilities will automatically become the property of and will be owned by Landlord, without any further action by either Landlord or Tenant. This paragraph 18A shall take precedence over any other provision of this Lease to the contrary.

18B. Landlord's Liability. The Landlord understands that, in the event that the Landlord acquires title to the Antenna Facilities pursuant to the provisions of Paragraph 18A, the City may require Landlord, at Landlord's expense, to remove said Antenna Facilities, and Landlord does hereby covenant and agree that, if requested by the City to do so, Landlord will, thereupon, remove said Antenna Facilities at Landlord's expense.

19. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(e) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form as attached in Exhibit E) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(i) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and shall become effective only upon execution by both Tenant and Landlord.

(j) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(k) The parties understand and acknowledge that Exhibit A (the legal description of the Property), Exhibit B (the Premises location within the Property) and Exhibit C (the site plan) may be attached to the Lease in preliminary form. Accordingly, the parties agree that upon preparation of final, more complete exhibits, Exhibits A, B and/or C, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Lessee with such final, more complete exhibits(s), provided, however, said exhibits must be approved by Landlord in the event that the final exhibit changes substantially from the preliminary exhibit.

The Execution Date of this Lease is the 7th day of July, 1997.

LANDLORD:

City of Ankeny, Iowa

By: _____

John Voigt

Its: Mayor

By: _____

Joann Goins

Its: City Clerk

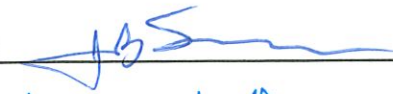
Tax ID # 42-6004235

Tower Lease Agreement - Western PCS I Corporation - DM-1163D

TENANT:

Western PCS I Corporation

By:



Its:

Assistant VP

ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 7th day of July, 1997, before me, a Notary Public in and for the State of Iowa, personally appeared John Voigt, and Joann Goins, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 130-97 on the 7th day of July, 1997, and that John Voigt and Joann Goins acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Pamela DeMouth
NOTARY PUBLIC in and for the State
Iowa
My Commission expires 5/4/99



STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this 28th day of July, 1997, before me personally appeared Jennifer B Schlossstein known to me to be the ASA VP of Western PCS I, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Yvette R. Knudtson
NOTARY PUBLIC in and for the State of
Washington
My commission expires: 12-19-98



EXHIBIT A

Legal Description

To the Tower Lease Agreement dated effective the ~~7th~~ day of July, 1997, between the City of Ankeny, Iowa, as Landlord, and Western PCS Corporation, as Tenant.

The Property is legally described as follows:

Tax Parcel ID#: 18-1-00014-002-000

Being the South two (2) acres plus road of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 14, Township 80 North, Range 24 West of the 5th PM, lying Northeasterly of the Chicago and Northwestern Railroad right-of-way, described more accurately as follows: Beginning at a point 265.5 feet North and 33.0 feet West of the South Quarter (S 1/4) corner of said Section 14; thence North along a line 33.0 feet West of and parallel to the east line of the Southwest Quarter (SW 1/4) of said Section 14 a distance of 522.3 feet; thence West at right angle to said East line of the Southwest Quarter (SW 1/4) a distance of 333.6 feet, to a point on the Northeasterly line of the Chicago and Northwestern Railroad right-of-way; thence Southeasterly along said right-of-way a distance of 619.74 feet to the point of beginning. Said tract lying in and forming a part of the City of Ankeny, County of Polk, State of Iowa.

EXHIBIT B

Premises Location Within the Property

To the Tower Lease Agreement dated effective the 7th day of July, 1997, between the City of Ankeny, Iowa, as Landlord, and the Western PCS I Corporation, as Tenant.

The location of the Premises (including easements) within the Property is more particularly described or depicted as follows:

PROPRIETOR: CITY OF ANKENY, IOWA

FLOOD CERTIFICATION:
THIS PROPERTY IS NOT IN THE 100 YEAR FLOOD ZONE PER
FEMA MAP #190226 0003 B, DATED MAY 16, 1993.

Property Description:
Being the South 2 acres plus road of the Southeast Quarter of the Southwest Quarter of Section 14, Township 80 North, Range 24 West of the 5th P.M., lying Northeasterly of the Chicago and Northwestern Railroad right-of-way, described more accurately as follows: Beginning at a point 265.5 feet North and 33.0 feet West of the South Quarter corner of said Section 14; thence North along a line 33.0 feet West of and parallel to the east line of the Southwest Quarter of said Section 14 a distance of 522.3 feet; thence West at a right angle to said east line of the Southwest Quarter a distance of 339.6 feet to a point on the Northeasterly line of the Southwest Quarter and Northwestern Railroad right-of-way; thence Southeasterly along said right-of-way a distance of 619.74 feet to the point of beginning. Said tract lying in and forming a part of the city of Ankeny, Polk County, Iowa.

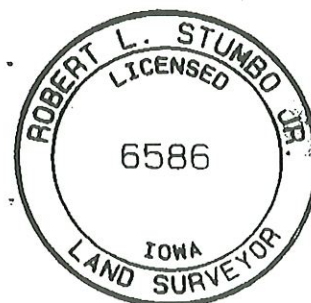
Lease Area Description:
Part of the South 2 acres plus road of the Southeast Quarter of the Southwest Quarter of Section 14, Township 80 North, Range 24 West of the 5th P.M., lying Northeasterly of the Chicago and Northwestern Railroad right-of-way, described more accurately as: Commencing at the Southeast corner of Parrish Place Plat 2; thence S00°00'00"W, 275.95 feet; thence N90°00'00"W, 30.95 feet to the point of beginning; thence continuing N90°00'00"W, 15.00 feet; thence S00°00'00"W, 15.00 feet; thence S90°00'00"E, 15.00 feet; thence N00°00'00"E, 15.00 feet to the point of beginning, containing 225.00 square feet, more or less.

Ingress/Egress Area Description:
Part of the South 2 acres plus road of the Southeast Quarter of the Southwest Quarter of Section 14, Township 80 North, Range 24 West of the 5th P.M., lying Northeasterly of the Chicago and Northwestern Railroad right-of-way, described as: a strip of land 15.0 feet wide situated 7.5 feet on each side of a center line more particularly described as: Commencing at the Southeast corner of Parrish Place Plat 2; thence S00°00'00"W, 165.12 feet to the point of beginning; thence S81°32'07"W, 31.55 feet; thence S72°15'08"W, 80.02 feet; thence S16°17'05"E, 77.51 feet; thence S90°00'00"E, 20.70 feet to a point on the west line of the previously described lease area, said point being 7.50 feet north of the southwest corner of said lease area, and there terminating.

Certification:
I hereby certify that this land surveying document was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.


Robert L. Stumbo, Jr., R.L.S. #6586
My registration is due for renewal on December 31, 1998

Date: 1-20-97



Stumbo and Associates-
Land Surveying, Inc.

LEASE AREA SURVEY CELL SITE DM-1163-D
WESTERN PCS I CORP
3580 109TH ST. NW
DES MOINES, IOWA 50322

Stumbo and Associates-Land Surveying, Inc.
Ph. # (515) 233-3689 Fax # (515) 233-4403

Box 1664, 110 North Duff Avenue
Ames, Iowa 50010

EXHIBIT C

Site Plan

To the Tower Lease Agreement dated effective the 7th day of July, 1997, between the City of Ankeny, Iowa as Landlord, and Western PCS I Corporation, as Tenant.

Site Plan and Equipment:

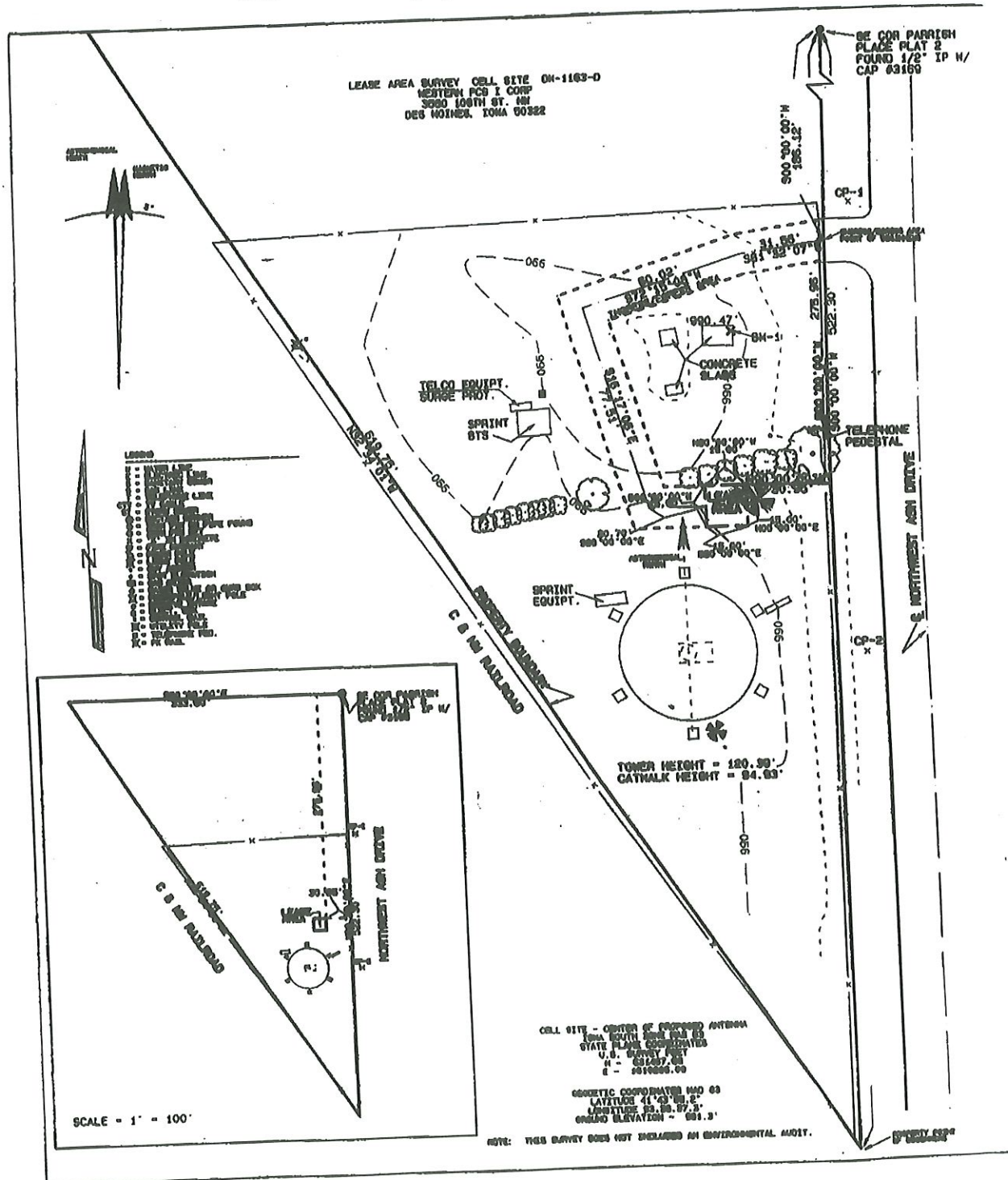


EXHIBIT D

Environmental Laws

To the Tower Lease Agreement dated effective the 7th day of July, 1997, between the City of Ankeny, Iowa as Landlord, and Western PCS I Corporation, as Tenant.

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., the Hazardous Materials Transportation Act, 49 U. S. C. §§ 1801 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq., and state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

As used in this Lease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.

EXHIBIT E

Memorandum of Lease

To the Tower Lease Agreement dated effective the 7th day of July, 1997, between the City of Ankeny, Iowa as Landlord, and Western PCS I Corporation, as Tenant.

After recording, please return to:

Western PCS I Corporation
Attn.: PCS Leasing Administrator
2001 NW Sammanish Rd.
Issaquah, WA 98027
Phone: (206) 313-5200
Fax: (206) 313-5520

Site Identification: DM1163D

Market: Des Moines, MTA

Memorandum of Lease Between the City of Ankeny, Iowa, ("Landlord") and Western PCS I Corporation ("Tenant").

A Tower Lease Agreement between the City of Ankeny, Iowa,, ("Landlord") and Western PCS I Corporation ("Tenant") was made regarding the following premises:

See attached exhibit A

The date of execution of the Tower Lease Agreement was the 7th day of July, 1997. Subject Lease is for a term of five (5) years and will commence on the 20th day of July, 1997, (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for four additional five year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum this 16th day of July, 1997.

LANDLORD:

City of Ankeny, Iowa

By: _____

John Voigt

Its: Mayor

By: _____

Joann Goins

Its: City Clerk

Tax ID # 42-6004235

TENANT:

Western PCS I Corporation

By: _____

Its: Assistant VP

FIRST AMENDMENT TO INTERIM TOWER LEASE AGREEMENT

This First Amendment to Tower Lease Agreement (the "First Amendment") is effective as of the date of execution by the last party to sign (the "Effective Date") by and between City of Ankeny, Iowa, a municipal corporation ("Landlord") and T-Mobile Central LLC, a Delaware limited liability company ("Tenant") (each a "Party", or collectively, the "Parties").

Landlord and Tenant (or their predecessors-in-interest) entered into that certain Interim Tower Lease Agreement dated July 7, 1997 (the "Lease") regarding the leased premises ("Premises") located at 202 NW Ash Drive, Ankeny, IA 50023 (the "Property").

For good and valuable consideration, Landlord and Tenant agree as follows:

1. The expiration of the current Lease will occur on July 31, 2022,. The Lease will be extended for four (4) additional and successive five (5) year terms past this date (each a "Renewal Term"), provided, that Tenant may elect not to renew by providing Landlord at least thirty (30) days' notice prior to the expiration of the current Renewal Term.
2. At the commencement of the first Renewal Term provided for in this First Amendment, Tenant shall pay Landlord a one-time fee of Three Thousand and No/100 Dollars (\$3,000.00) to cover city oversight of the required recent cleanup of the tower site by Tenant, and to cover the Landlord's administrative time. At commencement, Tenant shall also pay One Thousand Eight Hundred Sixty-Six and 24/100 Dollars (\$1,866.24) per month as Rent partial calendar month to be prorated in advance, by the fifth (5th) day of each calendar month. Thereafter, notwithstanding anything to the contrary in the Lease, the Rent will escalate by twenty percent (20%) on the first day of each Renewal Term. Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of duplicate Rent by Tenant.
3. The City of Ankeny's long-range capital planning includes the possible abandonment of the Ash Drive Water Tower some time after the year 2031. If so, the City would abandon and remove the said tower at that time. If the City were to undertake this project sometime after 2031, the Landlord would provide the Tenant with a written notice 24 months in advance of the project initiation, notifying the Tenant of the termination of the rights and obligations of both parties. The Tenant would be required to remove their Antenna Facilities from the Ash Drive Tower site in accordance with Section 18A at the end of the said 24-month notification period.
4. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ Site DM01163D

If to Landlord:

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

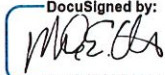
5. Tenant and Landlord will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
6. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Lease, the terms and provisions of this First Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.
7. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.
8. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this First Amendment. If Landlord is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Landlord is solely responsible for all commission, fees or other payment to Agent and (b) Landlord shall not impose any fees on Tenant to compensate or reimburse Landlord for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.
9. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

LANDLORD:

City of Ankeny, Iowa,
a municipal corporation

By:  DocuSigned by:
4C9E47CBE956471

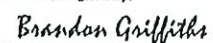
Print Name: Mark E. Holm

Title: Mayor

Date: 5-2-22

TENANT:

T-Mobile Central LLC,
a Delaware limited liability company

By:  DocuSigned by:
AB7AD2234E304E3...

Print Name: Brandon Griffiths

Title: Sr. Manager, Technology Sourcing

Date: 2/7/2022



TMO Signatory Level: L07/SL07

By: _____

Print Name: _____

Title: _____

Date: _____



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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:
Deliver Exceptional Service

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to authorize the Mayor to sign the Estoppel Certificate for Healthcare Realty Services Incorporated, as agent for Ankeny North MOB, LLC at 800 East 1st Street for the leased space of 100 parking spots for purpose of providing park and ride parking for DART Ankeny Commuter service.

EXECUTIVE SUMMARY:

The City entered into an amended and substituted lease agreement with Ladco Properties XVII, LLC (Ladco) on December 19, 2005 for Ladco to lease to the City of Ankeny property at 730 E. 1st St. (now 800 E. 1st St.) for the purpose of providing park and ride parking for the MTA Ankeny Commuter service (now known as DART Commuter service).

Healthcare Realty Services Incorporated, as agent for Ankeny North MOB, LLC, has a pending acquisition of the Subject Property. As part of the real estate transaction, the Developer has asked the City to sign an Estoppel Certificate verifying the current status of the Amended and Substituted Lease Agreement dated December 19, 2005. This certificate confirms that all obligations under the Agreement have been satisfied and there are no violations, and no unpaid assessments are currently levied against the Subject Property in connection with this Agreement. It should be noted that this does not release or terminate the Developer or Future Buyer from the terms as stated in the Agreement.

FISCAL IMPACT: No

The City has a prepaid rent in the amount of \$50,544 for the period of July 1, 2024, to June 30, 2028.

CITY MANAGER'S RECOMMENDATIONS:

Authorize the Mayor to sign the Estoppel Certificate for Healthcare Realty Services Incorporated, as agent for Ankeny North MOB, LLC at 800 East 1st Street for the leased space of 100 parking spots for purpose of providing park and ride parking for DART Ankeny Commuter service.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

December 19, 2005 - Resolution 2005-552

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Estoppel Certificate
 2005 Amended and Substituted Lease Agreement

HEALTHCARE REALTY

3310 West End Avenue, Suite 700
Nashville, Tennessee 37203

June 14, 2024

City of Ankeny
410 W. 1st Street
Ankeny, Iowa 50023
Attention: City Manager

Via FedEx

RE: Lease Agreement dated March 1st, 2004, substituted and amended by lease agreement dated December 19th, 2005 by and between Healthcare Realty Services Incorporated, a Tennessee corporation, as agent for Ankeny North MOB, LLC, a Delaware limited liability company (the "Landlord") as successor in interest to Ladco Properties XCII, L.L.C and City of Ankeny ("Tenant") for the premises located at 800 E 1st Street, Ankeny, IA 50021 ("Property").

Dear Sir or Madam:

Please find the enclosed tenant lease estoppel for the leased space of 100 Parking spots within the Property. Please review and execute the estoppel within the time frame outlined in the Lease, and return the original to:

Healthcare Realty
c/o Chris Pribyl
3310 West End Ave, Suite 700
Nashville, TN 37203

Additionally, please email a scanned copy to cpribyl@healthcarerealty.com

If you have any questions regarding the information contained within the estoppel, please contact Chris Pribyl at P: (615) 269-8247 M: (615) 477-0689 or cpribyl@healthcarerealty.com.

Sincerely,



Chris Pribyl
Vice President, Investments

ESTOPPEL CERTIFICATE

Please refer to the documents described in Exhibit “A” hereto, (the “Lease Documents”) including the “Lease” therein described. The undersigned (the “Tenant”), hereby certifies that it is the lessee under the Lease. Tenant hereby further acknowledges that it has been advised that the Lease may be assigned to a purchaser and/or collaterally assigned in connection with a proposed financing secured by the property on which the demised premises under the Lease are located, and certifies both to the landlord under the lease (the “Landlord”) and to any and all prospective purchasers (the “Purchasers”) and mortgagees of the Property, including any trustee on behalf of any holders of notes or other similar instruments, and any holders from time to time of such notes or other instruments, and their respective successors and assigns (collectively the “Mortgagees”) that as of the date hereof:

1. The information set forth in Exhibit “A” hereto is true and correct.
2. Tenant is in occupancy of the Leased Parking Spaces and the Lease is in full force and effect and, except by such writings as are identified on Exhibit “A” hereto, has not been modified, assigned, supplemented or amended since its original execution, nor are there any other agreements between Landlord and Tenant concerning the space rented under the Lease, whether oral or written. There are no subleases or other use or occupancy agreements in effect relating to the demised premises except as attached hereto. A true, correct and complete copy of any such sublease, use or occupancy agreement is attached hereto.
3. All conditions and agreements under the Lease to be satisfied or performed by Landlord have been satisfied and performed.
4. Tenant is not in default under the Lease Documents; Tenant has not received any notice of default under the Lease Documents; and to Tenant’s knowledge, there are no events which have occurred that with the giving of notice or the passage of time or both, would result in a default by Tenant under the Lease Documents.
5. As of July 1, 2024, Tenant has prepaid rent in the amount of \$50,544 for the period of July 1, 2024, to June 30, 2028; and Tenant has no rights of setoff, counterclaim, concession or other rights of diminution of any rent or sums due and payable under the Lease except as set forth in Exhibit “A” hereto.
6. To Tenant’s knowledge, there are no uncured defaults on the part of the Landlord under the Lease Documents; Tenant has not sent any notice of default under the Lease Documents to the Landlord; and there are no events which have occurred that, with the giving of notice or the passage of time or both, would result in a default by Landlord thereunder; and at the present time Tenant has no claim against Landlord under the Lease Documents; Tenant is not entitled to any credits, reductions, offsets, defenses, free rent, rent concessions or abatements of rent under the Lease or otherwise against the payment of rent or other charges under the Lease; and all tenant improvements required to be performed by Landlord have been satisfactorily completed and Landlord is not obligated to make any future tenant improvements.

7. Except as expressly set forth in Part G of Exhibit “A”, there are no provisions for, and Tenant has no rights with respect to, renewal or extension of the initial term of the Lease; terminating the term, leasing or occupying additional space or purchasing the premises.

8. Tenant is in compliance with the environmental covenants set forth in the Lease Documents.

9. No action, voluntary or involuntary, is pending against Tenant under federal or state bankruptcy or insolvency laws.

10. Tenant covenants and agrees to promptly notify Landlord in writing if any certification by Tenant contained herein shall be or become untrue in any material respect.

11. The undersigned has the authority to execute and deliver this Certificate on behalf of the Tenant and acknowledges that all Purchasers will rely on this estoppel certificate in purchasing the property and all Mortgagees will rely upon this estoppel certificate in extending credit to Landlord or Landlord’s successors in interest.

12. This Tenant Estoppel Certificate shall be binding upon the successors, assigns and representatives of the undersigned and any party claiming through or under the undersigned and shall inure to the benefit of all Purchasers and Mortgagees.

13. Except as set forth in the Lease Documents, Tenant represents and warrants it does not have any purchase options, rights of first refusal and rights of first offer pertaining to the Property or any part thereof.

(Signature Page Follows)

HEALTHCARE REALTY

3310 West End Avenue, Suite 700

Nashville, Tennessee 37203

IN WITNESS WHEREOF, Tenant has duly executed this Certificate this _____ day
of _____, 2024.

By: _____

Name:

Title:

EXHIBIT "A" TO TENANT ESTOPPEL CERTIFICATE

Lease Documents, Lease Terms and Current Status

A. Date of Lease:

March 1, 2004

B. Parties:

1. Landlord:

Healthcare Realty Services Inc., as agent for Ankeny North MOB, LLC, as successor in interest to Ladco Properties XCII, L.L.C.

2. Tenant d/b/a:

City of Ankeny

C. Premises known as:

100 parking spots at 800 E 1st St, Ankeny, IA 50021

D. Modifications, Assignments, Supplements or Amendments to Lease:

Amended and Substituted Lease Agreement dated December 19, 2005

E. Commencement Date:

July 1, 2004

F. Expiration of Current Term:

June 30, 2028

G. Rights to renew, to extend, to terminate, to rent or occupy additional space or to purchase any portion of the property:

1. Rights to Renew:

None

2. Rights to Terminate:

The City of Ankeny shall have the right to terminate the lease prior to the end of the stated twenty-five year term by delivery of notice of termination to Landlord with at least 30 days written notice prior to specified date of termination. If Lease is terminated, a lump-sum payment will be made to the City of Ankeny equivalent to \$1,053 per month

through June 30, 2028. As of July 1, 2024, the lump-sum payment would equal \$50,544.

3. Rights for Additional Space:

At any time during the term of the Lease, upon agreement of Landlord, may lease up to one hundred (100) additional parking spaces.

4. Rights to Purchase Any Portion of the Property:

None

H. Security Deposit Paid to Landlord:

None

I. Current Fixed Minimum Rent (Annualized and Monthly):

Lump sum payment of \$316,000 was made at execution of the Lease

J. Current Additional Rent (and if applicable, Percentage Rent) (Annualized and Monthly):

None

K. Current Total Rent:

None

L. Square Feet Demised:

None

M. Tenant Improvements Required Under the Lease ("TIs"):

None

N. Confirmation of Completion of all TIs:

None

320008
OK

Doc ID: 017919620006 Type: GEN
Recorded: 12/29/2005 at 10:39:25 AM
Fee Amt: \$32.00 Page 1 of 6
Polk County Iowa
TIMOTHY J. BRIEN RECORDER
File# 2006-00065249
BK 11464 PG 534-539

WHEN RECORDED RETURN TO:

Amy S. Beattie
550 39th Street, Suite 200
Des Moines, IA 50312

RETURN TO:

WHEN RECORDED RETURN TO:

**CITY OF ANKENY, City Clerk
410 West First Street
Ankeny, IA 50021**

Preparer Information: Amy S. Beattie, 550 39th Street, Suite 200, Des Moines, IA 50312

(515) 274-1450

SPACE ABOVE THIS LINE FOR RECORDER

**AMENDED AND SUBSTITUTED
LEASE AGREEMENT**

December **THIS LEASE AGREEMENT** is made and entered into on this 19th day of December, 2005, by and between the City of Ankeny ("Ankeny"), as lessor, and Ladco Properties XVII, L.L.C. ("Ladco"), as lessee.

WITNESSETH:

WHEREAS, Ladco is the owner of certain real estate at 730 East 1st Street, Ankeny, Iowa, (the "Ankeny Property") which has been improved with a building and associated parking lot (the "Parking Lot"); and

WHEREAS, Ladco by Lease Agreement dated March 1, 2004 leased certain of its Ankeny Property to Ankeny; and

WHEREAS, Ladco and Ankeny desire to substitute another portion of the Ankeny Property for the property originally leased, upon terms and conditions hereinafter more particularly set forth, for the purpose of providing park and ride parking for the MTA Ankeny Commuter service; and

WHEREAS, Ladco agrees to lease such portions of the Ankeny Property to Ankeny, upon the terms and conditions hereinafter more particularly set forth.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Leased Parking Spaces.** Ladco agrees to lease to Ankeny, and Ankeny agrees to lease from Ladco a total of one hundred (100) parking spaces in the Parking Lot in the locations

as set forth on the attached Exhibit "A" hereto and incorporated by this reference herein. The parking spaces shall be used by Ankeny solely for purposes of permitting MTA's customers, who participate in MTA's park and ride ("Park-and-Ride") program, to park a single vehicle in order to ride the MTA bus. None of the parking spaces shall be used to park any commercial motor vehicle or other motor vehicle having a capacity greater than 15 passengers (including the driver) without first obtaining Ladco's written consent, which consent may require an increase in rent or additional charges under paragraph 5 of the Lease.

2. **Option to Lease Additional Parking Spaces.** At any time during the term of this Lease, Ankeny, upon agreement of Ladco, may lease up to one hundred (100) parking spaces in the Parking Lot in addition to the one hundred (100) parking spaces designated in paragraph 1 above. The locations of said additional one hundred (100) parking spaces shall be agreed to by the parties. All additional parking spaces leased by Ankeny under this paragraph shall be subject to the same use restrictions as set forth in paragraph 1.

3. **Hours of Operation.** The right to lease and use the parking spaces specified in paragraphs 1 and 2 above shall be authorized only during hours of operation from 5:00 a.m. until 7:00 p.m., from Monday through Friday of each week. At all other times, Ladco reserves the right to exclusive use of said parking spaces.

4. **Term.** The term of this Lease shall commence on July 1, 2004, and shall extend for a period of twenty-five years (25) years until June 30, 2028, unless extended or shortened by mutual agreement of the parties. Provided, however, that Ankeny shall have the right to terminate the Lease prior to the end of the stated twenty-five year term by delivery of written notice of termination to Ladco. To exercise its right of termination, Ankeny shall deliver notice of termination to Ladco at least thirty (30) days prior to the specified date of termination.

5. **Rent.** As rent under this Lease, Ankeny shall pay to Ladco one lump sum of \$316,000.00 by credit against the purchase price paid by Ladco for the Ankeny Property through a Federal Transit Administration (FTA) grant #IA-90-X259 containing this project. This lump sum payment will allow usage of the Parking Lot as specified in paragraphs 1 and 2 through the end of this lease. If the lease is terminated prior to this time as discussed in paragraph 4, a prorated, lump-sum payment will be paid to Ankeny equivalent to \$1,053.00 per month through the remainder of the contract.

6. **Signs.** Ankeny shall have the right to place signs on the Ankeny Property directing persons to the park and ride parking area. All such signs shall comply with all requirements of the City of Ankeny, whether pursuant to zoning regulations, building code or other ordinances, and shall be subject to the prior written approval of Ankeny. Such signs shall be compatible with Ankeny's existing design and architecture and shall not detract therefrom. Such signs shall comply with the requirements of this Agreement. Ladco agrees to allow said signs to be placed at the locations specified on the Site Diagram.

7. **Bus Shelter/Bike Lockers.** Ankeny shall have the right to erect, use and maintain, at its sole cost and expense, a bus shelter structure or bike lockers on the Ankeny Property. The bus shelter structure shall comply with all requirements of Ankeny, whether pursuant to zoning regulations, building code or other ordinances, and shall be subject to the prior written approval of Ankeny. Ladco agrees to allow said bus shelter and/or bike lockers to be erected, used and maintained at the location specified on the Site Diagram. Ladco shall not be responsible for any loss, injury or damage to, or theft of, property or person while at, or in the bus shelter and/or bike lockers. Ladco shall not be responsible for cleaning, maintenance, trash removal and/or upkeep of the bus shelter and bike lockers. Upon the termination of the term of the Lease, Ankeny shall remove said bus shelter/bike lockers and, with Ladco's prior written approval, at Ankeny's sole expense and shall restore the condition of the premises to a condition substantially similar to the condition which existed immediately prior to erection of the bus shelter/bike lockers.

8. **Bus Routing.** Ankeny agrees that bus routing shall be as set forth on the Site Diagram. MTA shall not be authorized to operate its bus on any other route except that set forth on the Site Diagram unless written approval is received from Ladco prior to modification of the route.

9. **Notices.** All notices required to be delivered by one party to the other shall be given either by personal delivery or by U.S. mail by certified mail return receipt requested. The names and addresses of the persons authorized to receive notice on behalf of each party are as follows:

For Ankeny: City of Ankeny
 Attn: City Manager
 410 W. 1st St.
 Ankeny, IA 50023

For Ladco: Ladco Properties XVII, L.L.C.
 Attn: Jon D. Garnaas
 6601 Westown Parkway, Suite 240
 West Des Moines, Iowa 50266

Provided, however, that either party may change its designated person by delivery of written notice of such change to the other party.

10. **Security.** The parties acknowledge that neither Ankeny nor Ladco shall be responsible for providing any security for vehicles parked in the leased parking spaces during the term of this Lease, and that neither Ankeny nor Ladco shall be responsible for any damage done to any vehicles while they are in the Parking Lot.

11. **Operations and Maintenance.** Ladco will be directly responsible for maintenance and upkeep of the Parking Lot. Ladco shall provide snow removal, which will be completed by at least 5:30 a.m. Ankeny will not be responsible for any costs associated with the

maintenance of the Parking Lot; provided, however, Ankeny shall be responsible for its proportionate share of the costs of striping and repair of the Parking Lot. Any costs associated with the failure to maintain the Parking Lot improvements will be the sole expense of Ladco. Ladco will also remove the trash in and around the bus stop location and shelter at least twice each week.

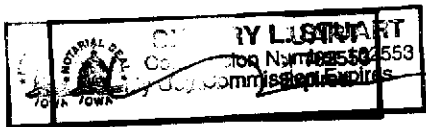
Ladco Properties XVII, L.L.C.

By: [Signature]
Printed Name: Jon D. Gernus
Title: Manager

STATE OF IOWA, COUNTY OF POLK, ss

On the 20th day of October, 2005, before me, a Notary Public in and for the said State, personally appeared Jon D. Gernus, to me personally known, who, being by me duly sworn, did say that that person is Manager of said limited liability company; that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Jon D. Gernus, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

[Signature]
Notary Public in and for the State of Iowa



City of Ankeny

By: [Signature]
Printed Name: Merle O. Johnson
Title: Mayor
Pamela DeMouth City Clerk
STATE OF IOWA, COUNTY OF POLK, ss:

On the 19th day of December, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared MERLE O. JOHNSON and PAMELA DeMOUTH, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the 19th day of December, 2004, and the said MERLE O. JOHNSON and PAMELA DeMOUTH acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

[Signature]
Notary Public in and for the State of Iowa

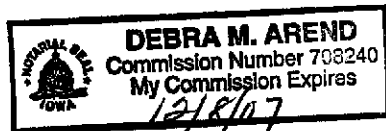


Exhibit "A"

Legal Description

Commencing at an angle point on the west line of said Lot 2, said point also being the Southeast corner of Lot 1, First Plaza Plat 1, and being on the north line of Lot 1, Hayes Acres Plat 12; thence N00°01'22"E, along said west line of Lot 2, a distance of 44.60 feet; thence S89°58'38"E, a distance of 8.26 feet, to the Point of Beginning; thence N00°01'22"E, a distance of 200.96 feet, to the westerly line of said Lot 2; thence S89°36'24"E, along said line, a distance of 60.71 feet; thence continuing S89°36'24"E, a distance of 103.29 feet; thence S00°01'22"W, a distance of 199.69 feet; thence S89°56'57"W, a distance of 164.00 feet, to the Point of Beginning; containing approximately 32,853 square feet.

CA-42

RESOLUTION NO. 2005-552

**A RESOLUTION APPROVING AN AMENDED AND SUBSTITUTED LEASE AGREEMENT
BETWEEN THE CITY OF ANKENY, IOWA AND LADCO PROPERTIES XVII, L.L.C.**

WHEREAS, the City of Ankeny, Iowa, sold the property locally known as 730 and 732 East First Street, Ankeny, Iowa to Ladco Properties XVII, L.L.C. ("Ladco"); and

WHEREAS, as part of said Agreement, Ladco agreed to enter into a Lease Agreement for purposes of providing parking spaces for the Metro Transit Authority Park and Ride program; and

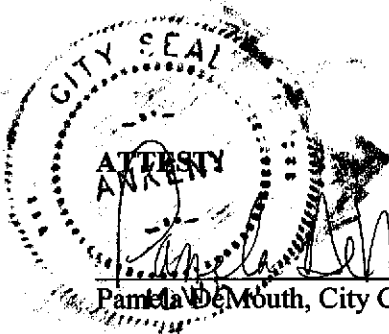
WHEREAS, the City Council of the City of Ankeny, Iowa, believes it to be in the best interests of the City of Ankeny, Iowa, to enter into an Amended and Substituted Lease Agreement with Ladco, changing the location of the parking, in the form attached hereto as Exhibit "A"; and

WHEREAS, the original Lease Agreement (Book 10658, Pages 815-821) is now terminated and the attached Lease Agreement shall be substituted in place of the original.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby terminates the original Lease Agreement (Book 10658, Pages 815-821) and approves the Amended and Substituted Lease Agreement between the City of Ankeny, Iowa, and Ladco Properties XVII, L.L.C. in the form attached hereto as Exhibit "A".

BE IT FURTHER RESOLVED by the City Council of the City of Ankeny, Iowa, that the Mayor is hereby authorized to execute said Lease Agreement.

PASSED AND APPROVED this 19th day of December, 2005.




Merle O. Johnson, Mayor



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion authorizing the Mayor to sign a contract termination agreement between the City of Ankeny, Iowa Economic Development Authority and SPAL - USA, Inc.

EXECUTIVE SUMMARY:

IEDA recently approved SPAL - USA's request to terminate contract (#23-HQJP-023) between IEDA, SPAL- USA, Inc., and the City of Ankeny. SPAL- USA, Inc. has delayed their proposed manufacturing and office project. SPAL - USA, Inc. expects the scope of the project to change and intends to reapply to the IEDA High Quality Jobs Program in 2026, or closer to when they intend to commence construction. The IEDA Board approved this termination at their recent meeting and as a party to this contract, the City of Ankeny needs to sign-off on this termination.

FISCAL IMPACT: **No**

This contract is related to incentives between SPAL - USA, Inc. and IEDA. It does not pertain to local incentives provided by the City. SPAL - USA, Inc. is in compliance with all the terms of their development agreement with the City, which the City Council recently granted them a two-year extension to begin construction.

CITY MANAGER'S RECOMMENDATIONS:

To approve as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The City Council, in 2023, approved SPAL - USA's application to the IEDA HQJ program and the subsequent contract for incentives following IEDA's approval of incentives for their project.

PUBLIC OUTREACH EFFORTS:

N/A

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 IEDA SPAL Termination Agreement

CONTRACT TERMINATION AGREEMENT

RECIPIENT:	SPAL-USA, Inc.
CONTRACT NUMBER:	23-HQJP-023
EFFECTIVE DATE:	June 21, 2024

THIS AGREEMENT is made by and between the **IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA or Authority)**, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315, an agency of the State of Iowa, **SPAL-USA, Inc. (Recipient)**, 1731 SE Oralabor Road, Ankeny, IA 50021 and **the City of Ankeny (Community)**, 410 West First Street, Ankeny, IA 50023.

Pursuant to the Recipient’s request and Article 10.12(a) of the above-referenced Contract, Contract **23-HQJP-023** is hereby terminated as of the effective date stated above.

FOR RECIPIENT:

SIGNATURE

PRINT/TYPE NAME, TITLE

Date

FOR IEDA:

Deborah Durham, Director

Date

FOR COMMUNITY:

SIGNATURE

PRINT/TYPE NAME, TITLE

Date



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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:

Consent Agenda Items CA-1 through CA-50

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-50.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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:
Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2172:

An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope K Farms LLC, R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area A).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2172 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2172, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance - RZ A
 PZ Stamped RZ A Exhibit
 PZ Stamped PUD Conceptual Plan - Area A

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, REZONING AREA A

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 7th day of May, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope K Farms, LLC, be rezoned from the current R-1, One-Family Residence District, to PUD, Planned Unit Development, (Rezoning Area A); and

WHEREAS, on the 1st day of July, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE NORTHWEST FRACTIONAL QUARTER AND A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°52'51" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER, 1611.41 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°51'53" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER, 242.40 FEET; THENCE SOUTH 00°07'14" WEST, 250.86 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 489.12 FEET; THENCE SOUTH 89°52'46" EAST, 122.29 FEET; THENCE SOUTH 00°07'14" WEST, 70.00 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 454.93 FEET TO THE NORTH LINE OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTH QUARTER OF SAID SOUTHWEST FRACTIONAL QUARTER, 2122.63 FEET TO THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°09'43" EAST ALONG SAID WEST LINE, 530.04 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN BOOK 16459, PAGE 161; THENCE SOUTH 89°52'01" EAST ALONG THE SOUTH LINE OF SAID PROPERTY, 271.62 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 00°10'05" EAST ALONG THE EASTERLY LINE OF SAID PROPERTY, 136.96 FEET; THENCE NORTH 00°27'07" EAST ALONG SAID EASTERLY LINE, 182.42 FEET; THENCE SOUTH 89°57'42" WEST ALONG SAID EASTERLY LINE, 41.98 FEET; THENCE NORTH 00°07'27" EAST ALONG SAID EASTERLY LINE, 119.48 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 89°54'38" WEST ALONG THE NORTH LINE OF SAID PROPERTY, 229.35 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY AND THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°22'47" EAST ALONG SAID WEST LINE, 1028.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.86 ACRES (3,870,694 SQUARE FEET).

LAYMAN'S DESCRIPTION:

Approximately 88.86-acres (+/-) located south of NE 126th Avenue, east of NE Delaware Avenue, and west of I-35.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development (Rezoning Area A); and

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 **1st**, day of **July**, 2024

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2024

1st Con 6/3/24 (P. Hrg.)
2nd Con 6/17/24
3rd Con 7/1/24

ROLL CALL

Plan & Zoning Commission

Ankeny, IA

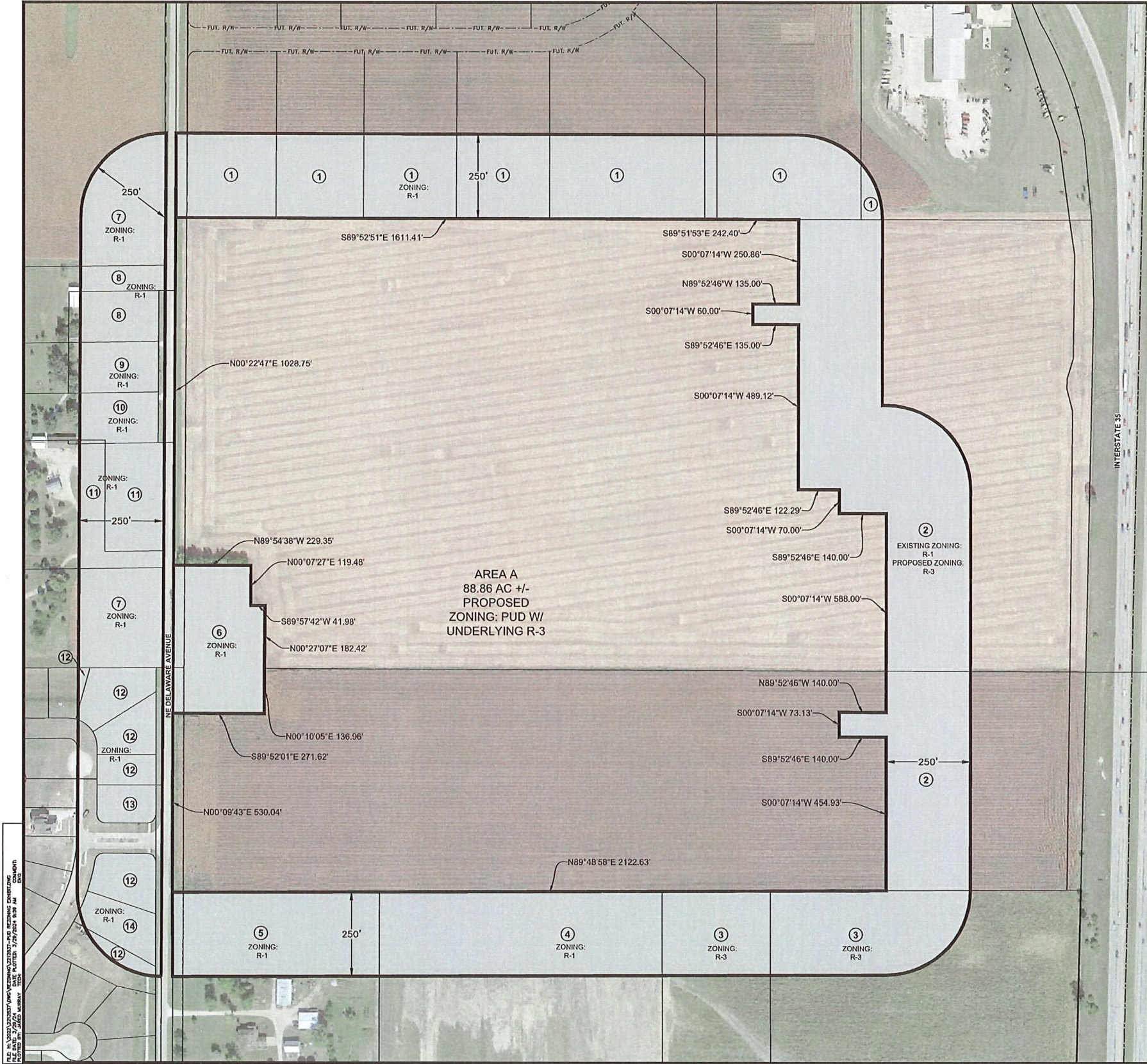
Date May 7, 2024

Ayes 6 Nays 0 Abstain 1

APPROVED

Chairperson T. Rapp

Secretary Theresa Shipman



VICINITY MAP

NOT TO SCALE

ANKENY, IOWA

OWNER/DEVELOPER

HOPE K. FARMS, LLC
4500 WESTOWN PARKWAY, SUITE #277
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZADEH@CMFG.COM
PH: (515) 381-3925

ZONING

EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT
PROPOSED: PUD: PLANNED UNIT DEVELOPMENT W/
UNDERLYING R-3 (MULTIPLE-FAMILY RESIDENCE DISTRICT)

ADJACENT OWNERSHIP

OWNER	ACRES	PERCENT	CONSENTING
1. TODD RUETER	11.77 AC.	22.17%	X
2. HOPE K FARMS LLC	13.24 AC.	24.94%	X
3. NORTH ANKENY LAND LLC	4.95 AC.	9.33%	X
4. KIMBERLEY DEVELOPMENT CORP	4.82 AC.	9.08%	X
5. CAROL & RANDY MILLER	3.54 AC.	6.67%	X
6. ALVIN & EMILY WYCKOFF	2.60 AC.	4.90%	X
7. HOPE KIMBERLEY LLC	3.64 AC.	6.86%	X
8. ALAN ABUHL	1.23 AC.	2.32%	X
9. MORGAN & SAMUEL KEASLER	0.80 AC.	1.51%	X
10. JILL & SHANNON HAUS	0.79 AC.	1.49%	X
11. JUDITH & ROBIN VAN DYKE	2.14 AC.	4.03%	X
12. BILL KIMBERLEY LC	2.46 AC.	4.63%	X
13. BRUCE & DEBBY DROTTZ	0.44 AC.	0.83%	X
14. CANDICE & HOLLY MELAHOURES	0.66 AC.	1.24%	X
	53.08 AC.	100%	83.68%

REZONING DESCRIPTION

A PART OF THE NORTHWEST FRACTIONAL QUARTER AND A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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REVISIONS

REVISIONS	DATE
5TH SUBMITTAL	03/26/2024
4TH SUBMITTAL	03/20/2024
3RD SUBMITTAL	03/19/2024
2ND SUBMITTAL	03/19/2024
1ST SUBMITTAL	10/27/2023

4121 NW URBANDALE DRIVE

URBANDALE, IA 50322

PHONE: (515) 369-4400

ENGINEER: JMM

TECH: JDS

HOPE CROSSING

PUD REZONING EXHIBIT - AREA A

ANKENY, IOWA

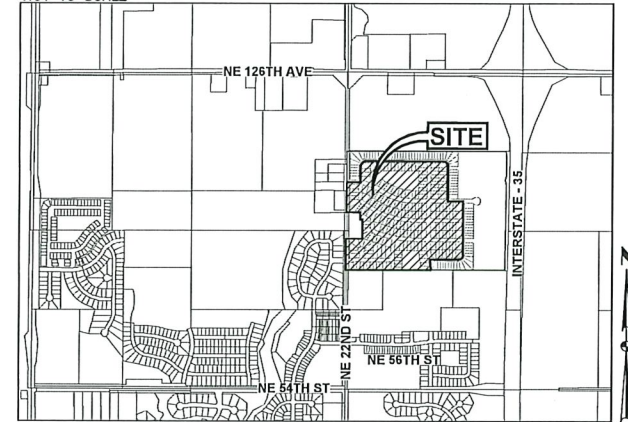
1/1

2212.837

HOPE CROSSING

VICINITY MAP

NOT TO SCALE



ANKENY, IOWA

OWNER/DEVELOPER

HOPE K. FARMS, LLC
4500 WESTOWN PARKWAY, SUITE #277
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMG.COM
PH: (515) 381-3925

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
CONTACT: JARED MURRAY
EMAIL: JARED@CDA-ENG.COM
PH: (515) 369-4400

BULK REGULATIONS

SETBACKS:
FRONT YARD SETBACK = 25 FT
SIDE YARD SETBACK = 10 FT (5 FT MINIMUM EACH SIDE)
REAR YARD SETBACK = 25 FT

MIN. LOT WIDTH: = 55 FT

MIN. LOT AREA: = 6,600 SF

* LOTS (230) / ACRE (70.95) = 3.24 LOTS/ACRE

ZONING

EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT

PROPOSED: PUD: PLANNED UNIT DEVELOPMENT W/
UNDERLYING R-3 (MULTIPLE-FAMILY
RESIDENCE DISTRICT)

NOTES

1. THE DEVELOPER WILL BE RESPONSIBLE FOR STREETLIGHTS ALONG PUBLIC STREETS, INCLUDING NE DELAWARE AVENUE.
2. THIS DEVELOPMENT WILL BE PART OF A HOMEOWNER'S ASSOCIATION.
3. REPAIR ANY FIELD TILE ENCOUNTERED AND CONNECT TO STORM SEWER WHEREVER POSSIBLE.
4. OUTLOT 'Y' WILL BE DEDICATED TO THE CITY OF ANKENY AS PARKLAND.
5. OUTLOT 'Z' WILL BE UTILIZED FOR STORM WATER DETENTION AND WILL BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION.
6. FENCES ON LOTS ADJACENT TO NE DELAWARE AVENUE SHALL BE SETBACK 20' FROM THE NE DELAWARE AVENUE RIGHT-OF-WAY. FENCES WILL BE ALLOWED AT A 10' SETBACK FROM THE NE DELAWARE AVENUE RIGHT-OF-WAY WITH THE CONDITION THAT TWO TREES ARE PLANTED BETWEEN THE FENCE AND THE RIGHT-OF-WAY.
7. ACCESSORY STRUCTURES ON LOTS ADJACENT TO NE DELAWARE AVENUE SHALL BE SETBACK A MINIMUM OF 20' FROM THE NE DELAWARE AVENUE RIGHT-OF-WAY.
8. NO LOTS WILL BE ALLOWED DRIVEWAY ACCESS OFF OF NE DELAWARE AVENUE.
9. LOTS 34, 35 AND 182 WILL NOT BE ALLOWED DRIVEWAY ACCESS OFF OF STREET B. DRIVEWAY ACCESS MUST BE SHOWN ON STREET G.
10. IF DRIVEWAY FOR LOT 219 IS LOCATED ON STREET B, IT MUST BE LOCATED AS FAR EAST AS POSSIBLE TO AVOID CONFLICT WITH THE INTERSECTION.
11. AT THE TIME OF FINAL DESIGN UTILITY STRUCTURES AND ADA RAMPS SHALL BE REVIEWED TO AVOID CONFLICTS WITH DRIVEWAYS.
12. DEVELOPER WILL BE RESPONSIBLE FOR RECOMMENDATIONS FROM THE CITY APPROVED TRAFFIC IMPACT STUDY.

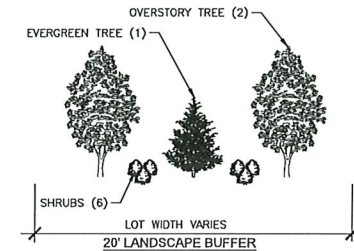
REZONING DESCRIPTION

A PART OF THE NORTHWEST FRACTIONAL QUARTER AND A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°52'51" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER, 1611.41 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°51'53" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER, 242.40 FEET; THENCE SOUTH 00°07'14" WEST, 250.86 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 489.12 FEET; THENCE SOUTH 89°52'46" EAST, 122.29 FEET; THENCE SOUTH 00°07'14" WEST, 70.00 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 454.93 FEET TO THE NORTH LINE OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTH QUARTER OF SAID SOUTHWEST FRACTIONAL QUARTER, 2122.63 FEET TO THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°09'43" EAST ALONG SAID WEST LINE, 530.04 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN BOOK 16459, PAGE 161; THENCE SOUTH 89°52'01" EAST ALONG THE SOUTH LINE OF SAID PROPERTY, 271.62 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 00°10'05" EAST ALONG THE EASTERLY LINE OF SAID PROPERTY, 136.96 FEET; THENCE NORTH 00°27'07" EAST ALONG SAID EASTERLY LINE, 182.42 FEET; THENCE SOUTH 89°57'42" WEST ALONG SAID EASTERLY LINE, 41.98 FEET; THENCE NORTH 00°07'27" EAST ALONG SAID EASTERLY LINE, 119.48 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 89°54'38" WEST ALONG THE NORTH LINE OF SAID PROPERTY, 229.35 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY AND THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°22'47" EAST ALONG SAID WEST LINE, 1028.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.86 ACRES (3,870,694 SQUARE FEET).

LANDSCAPE BUFFER REQUIREMENTS

1 EVERGREEN TREE, 2 OVERSTORY TREES AND 6 SHRUBS PER LOT



HOPE CROSSING

PUD CONCEPTUAL PLAN - AREA A

ANKENY, IOWA



CIVIL DESIGN ADVANTAGE

ENGINEER: JMM

TECH:

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

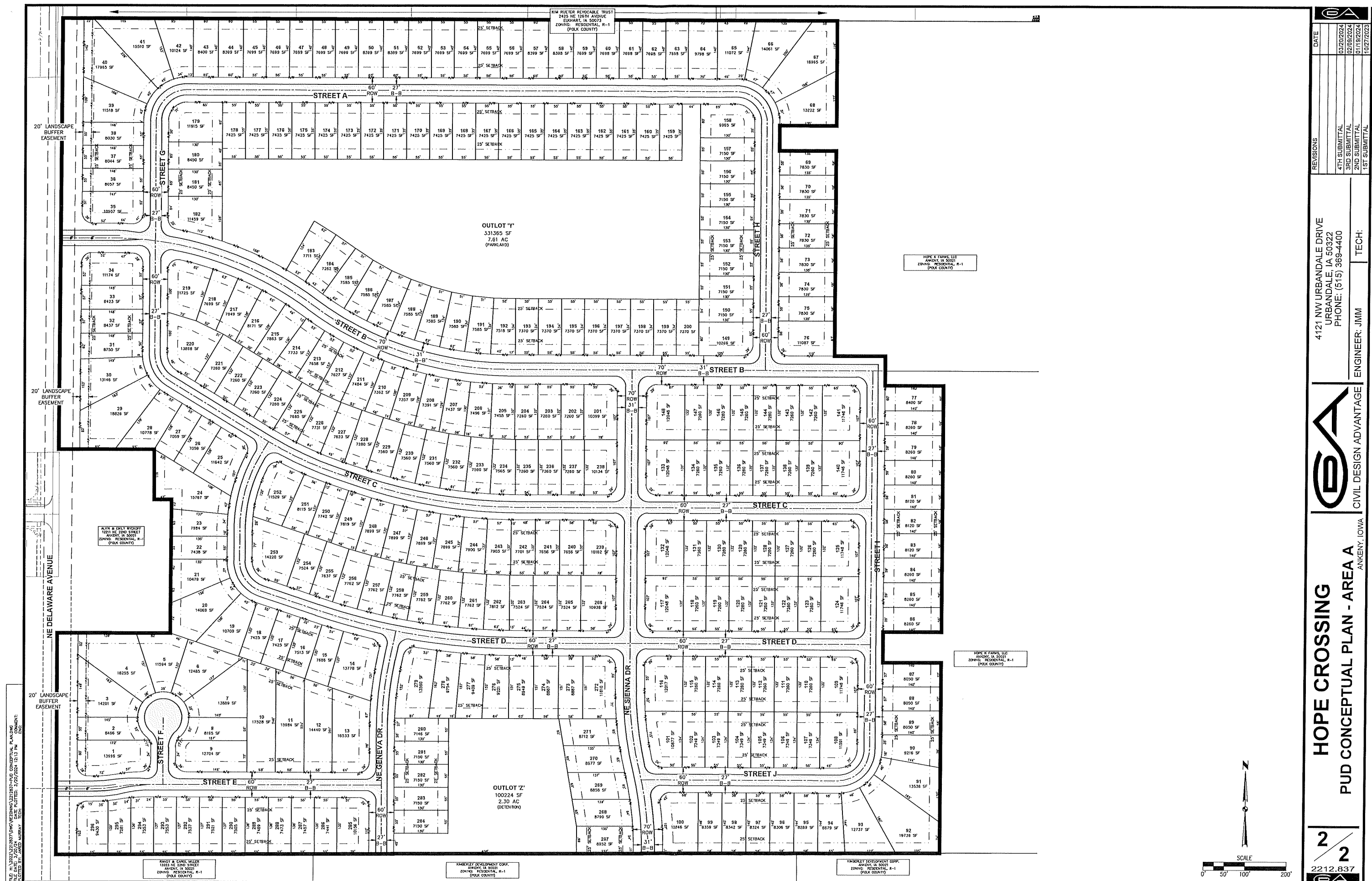
REVISIONS

DATE

4TH SUBMITTAL	03/20/2024
3RD SUBMITTAL	02/09/2024
2ND SUBMITTAL	01/19/2024
1ST SUBMITTAL	10/27/2023

1/2
2212.837

ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date	May 7, 2024
Ayes	6
Nays	0
Abstain	1
Absent	1
APPROVED	
J. Rapp	Chairperson
Brenda Hughes	Secretary



REVISIONS	DATE
4TH SUBMITTAL	03/20/2024
3RD SUBMITTAL	02/09/2024
2ND SUBMITTAL	01/11/2024
1ST SUBMITTAL	10/27/2023

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

JMM	TECH:
-----	-------

ENGINEER: JMM

CIVIL DESIGN ADVANTAGE

HOPE CROSSING

PUD CONCEPTUAL PLAN - AREA A

ANKENY, IOWA

2 / 2
2212.837
E A



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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:
Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2173:

An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope K Farms LLC, R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area B).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2173 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2173, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance - RZ B
 PZ Stamped RZ B Exhibit

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE-FAMILY RESIDENCE DISTRICT, RESTRICTED TO 10 UNITS PER ACRE, REZONING AREA B

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 7th day of May, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope K Farms, LLC, be rezoned from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area B); and

WHEREAS, on the 1st day of July, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 41.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET; THENCE NORTH 00°43'23" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'46" WEST, 691.40 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE NORTH 89°52'46" WEST, 122.29 FEET; THENCE NORTH 00°07'14" EAST, 489.12 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 250.86 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 807.15 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 07°46'39" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.92 FEET; THENCE SOUTH 00°49'44" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 304.00 FEET; THENCE SOUTH 16°56'22" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 63.31 FEET; THENCE SOUTH 01°37'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 29.99 FEET; THENCE SOUTH 14°53'28" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 67.71 FEET; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 269.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.71 ACRES (684,508 SQUARE FEET).

LAYMAN'S DESCRIPTION:

Approximately 15.71-acres (+/-) located south of NE 126th Avenue, east of NE Delaware Avenue, and west of I-35.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area B); and

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 **1st**, day of **July**, 2024

Mark E. Holm, Mayor

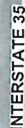
ATTEST:

Michelle Yuska, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2024

1st Con 6/3/24 (P. Hrg.)
2nd Con 6/17/24
3rd Con 7/1/24

FILE: H: \2022\2212837\DWG\REZONING\2212837-R-3 THS REZONING EXHIBIT.DWG
FILE DATE: 3/20/24 DATE PLOTTED: 3/29/2024 9:38 AM COMMENT:
PLOTTED BY: JARED MURRAY TFC: ENC:



OWNER/DEVELOPER

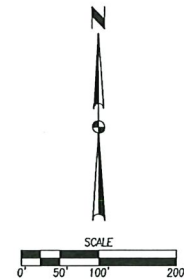
EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT

PROPOSED: R-3: MULTIPLE-FAMILY RESIDENCE DISTRICT (RESTRICTED TO 10 UNITS PER ACRE)

OWNER	ACRES	PERCENT	CONSENTING
1. HOPE K FARMS LLC	12.43 AC.	49.72%	X
2. TODD RUETER	5.67 AC.	22.68%	X
3. UPPER MIDWEST PROPERTIES LLC	1.01 AC.	4.04%	
4. PUTCO INC	5.89 AC.	23.56%	
	25.00 AC.	100%	72.40%

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'59" WEST ALONG THE SOUTH LINE OF THE NORTH QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 41.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE NORTH 0°52'53" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET; THENCE NORTH 0°43'23" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'46" WEST, 691.40 FEET; THENCE NORTH 0°07'14" EAST, 35.00 FEET; THENCE NORTH 89°52'46" WEST, 122.29 FEET; THENCE NORTH 0°07'14" EAST, 88.912 FEET; THENCE NORTH 89°52'46" WEST, 35.00 FEET; THENCE NORTH 0°07'14" EAST, 135.00 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE NORTH 0°07'14" EAST, 250.68 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 807.15 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 0°46'39" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.92 FEET; THENCE SOUTH 0°49'44" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 304.00 FEET; THENCE SOUTH 16°56'22" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 63.31 FEET; THENCE SOUTH 0°12'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 29.93 FEET; THENCE SOUTH 0°53'28" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 67.71 FEET; THENCE SOUTH 0°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 269.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.71 ACRES (664,508 SQUARE FEET).



4121 NW URBANDALE DRIVE URBANDALE, IA 50322 PHONE: (515) 369-4400	ENGINEER: JMM	TECH: JDS
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CSA
CIVIL DESIGN ADVANTAGE

3
ANKENY, IOWA

HOPE CROSSING
R-3 REZONING EXHIBIT - AREA E

$$\frac{1}{1} \quad 2212.837$$



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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:
Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2174:

An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope K Farms LLC, R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre (Rezoning Area C).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2174 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2174, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance - RZ C
 PZ Stamped RZ C Exhibit

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE-FAMILY RESIDENCE DISTRICT, RESTRICTED TO 20 UNITS PER ACRE, REZONING AREA C

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 7th day of May, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope K Farms, LLC, be rezoned from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 20 units per acre (Rezoning Area C); and

WHEREAS, on the 1st day of July, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, 41.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'58" WEST ALONG SAID SOUTH LINE, 537.53 FEET; THENCE NORTH 00°07'14" EAST, 454.93 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE SOUTH 89°52'46" EAST, 691.40 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET; THENCE SOUTH 00°52'53" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.73 ACRES (641,510 SQUARE FEET).

LAYMAN'S DESCRIPTION:

Approximately 14.73-acres (+/-) located south of NE 126th Avenue, east of NE Delaware Avenue, and west of I-35.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 20 units per acre (Rezoning Area C); and

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 **1st**, day of July, 2024

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2024**

**1st Con 6/3/24 (P. Hrg.)
2nd Con 6/17/24
3rd Con 7/1/24**

ROLL CALL

Plan & Zoning Commission

Ankeny, IA

Date May 7, 2024

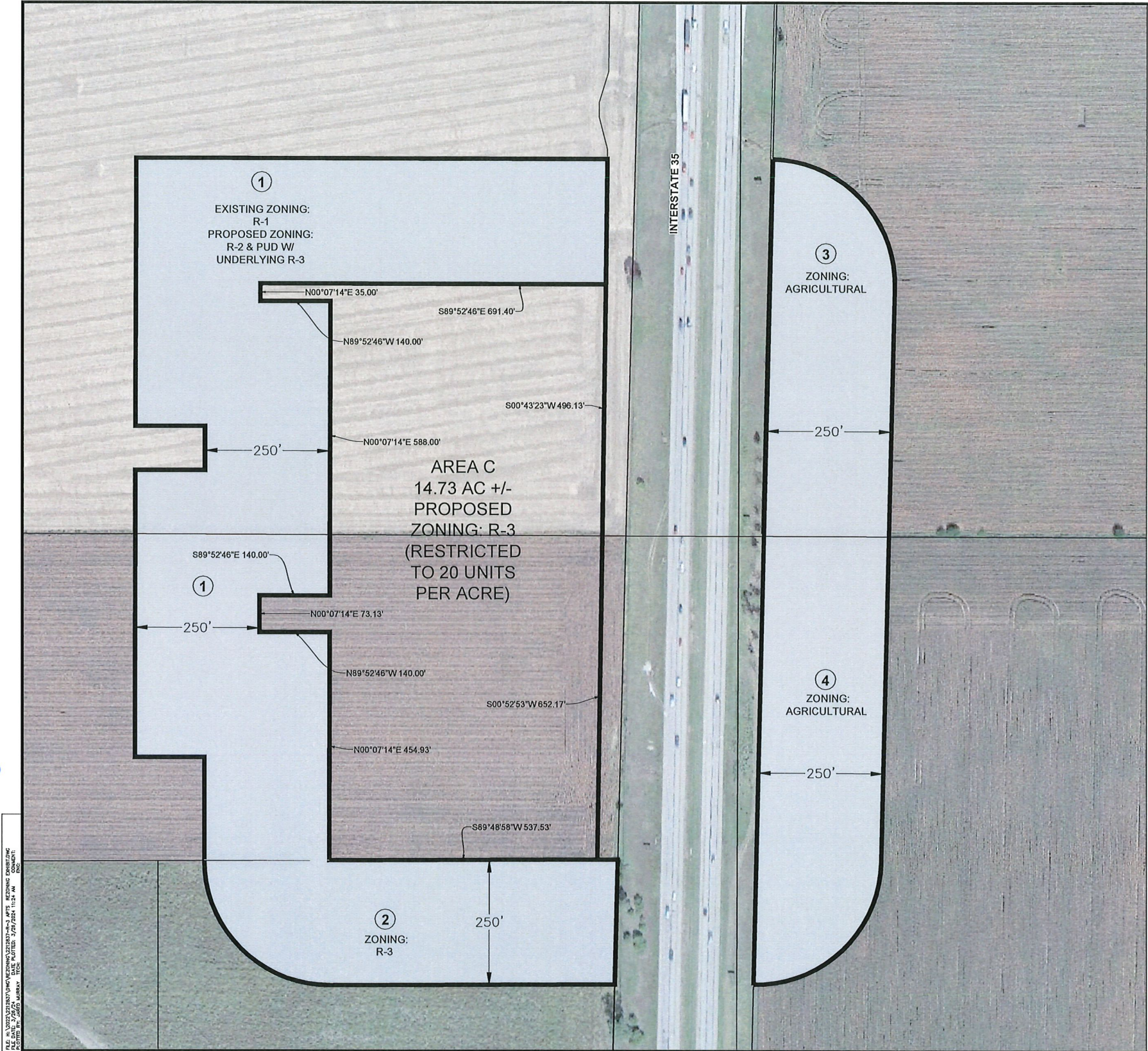
Ayes 6 Nays 0 Absent 1

APPROVED

Chairperson T. Rapp

Secretary Branda Thompson

FILED IN ANKENY, IOWA, POLK COUNTY, IOWA, MAY 7, 2024, 11:24 AM, BY JESSICA L. HARRIS, CLERK OF POLK COUNTY, IOWA.



VICINITY MAP

NOT TO SCALE

ANKENY, IOWA

OWNER/DEVELOPER

HOPE K. FARMS, LLC
4500 WESTOWN PARKWAY, SUITE #277
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMG.COM
PH: (515) 381-3925

ZONING

EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT
PROPOSED: R-3: MULTIPLE-FAMILY RESIDENCE DISTRICT (RESTRICTED TO 20 UNITS PER ACRE)

ADJACENT OWNERSHIP

OWNER	ACRES	PERCENT	CONSENTING
1. HOPE K FARMS LLC	14.43 AC.	52.08%	X
2. NORTH ANKENY LAND LLC	4.43 AC.	15.99%	X
3. PUTCO INC	4.00 AC.	14.43%	
4. DLE FOUR WAY LC	4.85 AC.	17.50%	
	27.71 AC.	100%	68.07%

REZONING DESCRIPTION

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, 41.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'58" WEST ALONG SAID SOUTH LINE, 537.53 FEET; THENCE NORTH 00°07'14" EAST, 454.93 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE SOUTH 89°52'46" EAST, 691.40 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET; THENCE SOUTH 00°52'53" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.73 ACRES (641,510 SQUARE FEET).

SCALE

0' 50' 100' 200'

REVISIONS

REVISIONS	DATE
5TH SUBMITTAL	03/26/2024
4TH SUBMITTAL	03/20/2024
3RD SUBMITTAL	02/09/2024
2ND SUBMITTAL	01/18/2024
1ST SUBMITTAL	10/27/2023

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

TECH: JDS

ENGINEER: JMM

HOPE CROSSING

R-3 REZONING EXHIBIT - AREA C

ANKENY, IOWA

1/1

2212.837



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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:
Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2175: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hope K. Farms, LLC. (PH 2024-40)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of **ORDINANCE** 2175 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: ~~Consider~~ Consider motion to accept first consideration of

Action. Consider motion to accept first consideration of
ORDINANCE 2175.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 P&Z Stamped Rezoning Exhibit

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN REAL ESTATE OWNED BY HOPE K. FARMS, LLC

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 4th day of June 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope K. Farms, LLC, to be rezoned from the current R-2, One-Family and Two-Family Residence District designation to PUD, Planned Unit Development and,

WHEREAS, on the 5th day of August, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF PARCEL 2021-85 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18797, PAGE 373, BEING A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 2021-85; THENCE NORTH 01°18'43" WEST ALONG THE WEST LINE OF SAID PARCEL 2021-85, A DISTANCE OF 1083.79 FEET; THENCE SOUTH 67°05'43" EAST, 1455.16 FEET TO THE EAST LINE OF SAID PARCEL 2021-85; THENCE SOUTH 01°14'08" EAST ALONG SAID EAST LINE, 509.07 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2021-85; THENCE SOUTH 89°38'45" WEST ALONG THE SOUTH LINE OF SAID PARCEL 2021-85, A DISTANCE OF 1326.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.26 ACRES (1,056,785 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND

A PART OF PARCEL 2021-85 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18797, PAGE 373, BEING A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2021-85; THENCE SOUTH 01°18'43" EAST ALONG THE WEST LINE OF SAID PARCEL 2021-85, A DISTANCE OF 50.02 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NW 54TH STREET AND THE POINT OF BEGINNING; THENCE SOUTH 89°51'17" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 205.00 FEET; THENCE SOUTH 01°14'08" EAST, 195.37 FEET; THENCE NORTH 88°45'52" EAST, 165.00 FEET; THENCE SOUTH 01°14'08" EAST, 1422.98 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 700.00 FEET, WHOSE ARC LENGTH IS 90.47 FEET AND WHOSE CHORD BEARS NORTH 83°10'58" WEST, 90.41 FEET; THENCE NORTH 79°28'49" WEST, 98.52 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 216.20 FEET AND WHOSE CHORD BEARS SOUTH 16°42'48" WEST, 215.77 FEET; THENCE SOUTH 22°54'25" WEST, 280.54 FEET TO SAID WEST LINE OF PARCEL 2021-85; THENCE NORTH 01°18'43" WEST ALONG SAID WEST LINE, 2051.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.83 ACRES (602,639 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 38.09 acres (+/-) of land located south of NW 54th Avenue and one-half mile east of NW Irvinedale Drive.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above described property owned by Hope K. Farms, LLC, from the current R-2, One-Family and Two-Family Residence District to PUD, Planned Unit Development.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and

Section 3. That this ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny Iowa, this 5th, day of August, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2024**

**1st Con _____ (P. Hrg.)
2nd Con _____
3rd Con _____**



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Development Agreement between the City of Ankeny and Community State Bank (PH 2024-41)

EXECUTIVE SUMMARY:

Community State Bank, currently headquartered at 1640 SW White Birch Circle in Ankeny, has been located in Ankeny since 1902 and was the first bank in Ankeny when it was located in Uptown. CSB now serves customers at nine locations around the Des Moines metro and is proposing to construct a new Class A office building in Ankeny.

CSB is proposing to make a significant investment in a new four-story, approximately 71,000 square foot office building and retail location on 5.5 acres at the northwest corner of NE 36th Street and NE Four Mile Drive. This location is one block south and east of Costco on the city's northeast side. This proposed facility will bring several banking divisions under one roof and will include CSB's tenth branch location on the first floor of the proposed facility. This consolidation of divisions will not result in the closure of any of CSB's nine branch locations, but will consolidate some employees from home offices and other banking locations.

CSB's proposed project is eligible for Office Development Incentive Policy incentives. This policy only

applies to office development projects greater than 40,000 square feet that also meet specific design and job creation requirements. CSB's proposed project meets all the requirements of this policy; therefore, the terms of the proposed development agreement reflect what is outlined in the approved policy.

The proposed development agreement includes five (5) years of property tax rebates equal to 100% of the TIF-eligible amount of property taxes paid on CSB's new office building. If five net new jobs paying greater than \$34.51/hour are created (in addition to all current and relocated employees) within 36 months of receiving a certificate of occupancy and those positions are maintained for two additional years, CSB will receive an additional five years of TIF rebates equal to 90%, 80%, 70%, 60%, 50% of the TIF eligible amount of property taxes paid each of those five years on the new facility. If CSB falls short on the job creation requirements, standard clawback provisions are included in the agreement and CSB will not receive any incentives years six to ten.

Construction is expected to begin next month and be completed in late 2025 or early 2026.

FISCAL IMPACT: **Yes**

Upon project completion, this project is expected to increase the taxable valuation of the property by approximately \$22.5 million. The terms of the proposed development agreement include five years of TIF rebates equal to 100% of the TIF-eligible amount on the new valuation. If Community State Bank creates five new jobs during this period, an additional five years TIF rebates will be awarded at 90%, 80%, 70%, 60%, 50% for years six through ten. TIF payments will not exceed \$3,900,000 over the ten-year term of the agreement. During this time, approximately \$3.7 million of net new tax revenues will be collected from the project. After the terms of the development agreement have been satisfied, the total amount of new tax revenues (to all taxing entities) generated as a result of this project will be approximately \$750,000 annually.

CITY MANAGER'S RECOMMENDATIONS:

To approve the development agreement as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

A public hearing date was set at the June 17, 2024 City Council meeting.

PUBLIC OUTREACH EFFORTS:

A public hearing was held at the July 1, 2024 City Council meeting.

ACTION REQUESTED:

Action: Consider motion to adopt **RESOLUTION** approving a development agreement between the City of Ankeny and Community State Bank.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 CSB Development Agreement
 CSB Dev Agmt Reso
 CSB Renderings

WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

**Tax Increment Development Agreement
COMMUNITY STATE BANK**

Whereas, the City of Ankeny, Iowa (hereinafter "City"), has been presented with a proposal for an Urban Renewal Project to be undertaken by Community State Bank (hereinafter "Company") and its affiliated businesses; and

Whereas, the Urban Renewal Project to be undertaken by the Company is on approximately 5.5 acres located at the northwest corner of NE 36th Street and NE Four Mile Drive, Ankeny, Iowa and legally described as:

Lot 1 in Spectrum 36 – Plat 3, an Official Plat in Ankeny, Polk County, Iowa (hereinafter "Project Area").

Whereas, the Project Area is located within the Northeast Ankeny Urban Renewal Area established by Resolution #2010-287 passed on October 18, 2010 (hereinafter "Urban Renewal Area") and the Urban Renewal Plan established by Ordinance #1682 passed on October 18, 2010 (hereinafter "Ordinance"), and the City approved the amended and restated plan for the Northwest Ankeny Urban Renewal Plan; Resolution No. 2021-332, adopted September 7, 2021; and

Whereas, the City has adopted an Ordinance under which tax incremental revenues are divided with a portion going into the Urban Renewal Tax Increment Fund of the City, pursuant to *Iowa Code* §403.12 and §403.19; and

Whereas, the Company is proposing an Urban Renewal Project that will construct an approximately 71,305 square foot headquarters facility consisting of primarily office uses and ancillary retail banking location (the "Project") to be located within the Project Area, with the Company anticipating adding five (5) new jobs within three years from the date of the Company receiving a Certificate of Occupancy for the Project; and

Whereas, the Project is eligible for benefits in accordance with the Office Development Incentive Policy adopted by the City by Resolution No. 2022-299 which consists of incentives that provide certain property tax rebates (hereinafter "City Contribution"); and

Whereas, the City has determined that the Project is consistent with the economic development objectives of the City and that development of the Project Area is in the best interest of the City. The City further finds that the use of City funds is in accord with the provisions of the applicable laws under which the Project will be undertaken, including, but not limited to *Iowa Code* Chapters 15A and 403.

Now, Therefore, the City and Company, in consideration of the promises and mutual obligations set forth in this Development Agreement (hereinafter "Agreement"), agree as follows:

Article I

1. The Company shall construct the Project at its cost and in conformance with all applicable rules, regulations, ordinances and laws.
2. The Company shall commence the Project, defined as footings in the ground, within twelve (12) months of approval of this Agreement by the City.
3. The Project shall consist of construction of an approximately 71,305 square foot, four-story office building with a retail banking location on the first level and associated site improvements at the Project Area.
4. The Project exterior shall not consist of less than 30% glass and shall be constructed similarly to the exterior renderings in **Exhibit "A."**
5. The Company acknowledges the City's payment of incentives associated with the Project is contingent on the completion of Project and the issuance of a Certificate of Occupancy by the City for the Project.

Article II

1. Each annual rebate payment on the tax increment financing eligible improvements is contingent upon proof that real estate taxes owed on the taxable value of the Project have been paid and upon satisfaction of all other contingencies set out in this Agreement. The City will rebate to the Company one hundred percent (100%) of the tax revenue produced at the Tax Increment Financing Rate by the non-exempted portion of the incremental taxable property valuation added as a result of the Project (such revenue hereinafter referred to as the "Tax Increment"), and paid by the Company, for a period of five (5) years except as restricted below. The first payment will be made in the fiscal year in which the taxes based on the value of the completed Project are first paid. If the Company meets job creation requirements within 36 months of receiving a Certificate of Occupancy, and maintains no less than five (5) jobs at year

five, the Company will qualify for an additional five years sliding scale tax rebates under the following schedule:

- Year 6 – 90%
- Year 7 – 80%
- Year 8 – 70%
- Year 9 – 60%
- Year 10 – 50%

Notwithstanding anything contained herein, the total amount of the taxes rebated to the Company shall not exceed the sum of Three Million Nine-Hundred Thousand Dollars (\$3,900,000.00).

2. Each annual rebate payment that is to be paid to the Company shall be paid on or about June 30 of the fiscal year such incremental taxes are paid, upon finding that the conditions precedent have been satisfied for said year.

3. The City's obligation to rebate taxes shall be restricted and limited by the City's ability to capture the Tax Increment funds from the qualifying Project. This will include but may not be limited to the following:

- a. The Tax Increment Financing Rate established annually;
- b. The amount of Tax Increment collected from the Project on an annual basis after any abatement and/or exemption of property taxes and valuation by the Polk County Assessor;
- c. Amendments to the laws of the State of Iowa that limit or revise the amount of Tax Increment funds available to the City from the Project; and
- d. Limitations established by the City Council in the adopted Financial Policy; provided, however, that any such limitations shall be apportioned equally to all businesses similarly situated and shall not be applied solely to the Company or Project.

4. Notwithstanding the foregoing, the City pledges and agrees to make all reasonable efforts to obtain from the County Auditor the entire amount of Tax Increment revenues derived from the Project; however, the City makes no representation, warranty or guarantee as to the tax benefits that will accrue to the Company as a result of this financial assistance package.

5. For purposes of this Article, the incremental taxable property value will be determined at the sole discretion of the Polk County Assessor.

6. Each tax rebate is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future rebates shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal

indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement that can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

ARTICLE III

1. The Company, and its affiliated businesses, agrees to create five (5) full-time positions, defined as one person employed 2,080 hours per year, at the wages listed in the table below, within three (3) years of the date the Certificate of Occupancy is issued (hereinafter "Project Completion Period") and maintain these positions for a period of two (2) additional years (hereinafter "Maintenance Period") following the Project Completion Period, for a total of a five (5) years, (hereinafter "Project Period").

Laborshed %	FY24 Wage Rate	# of Positions	Created/Retained	Rebate Value
>120%	>\$34.51	5	C	\$7,500

2. The Company shall submit payroll records within thirty (30) days of approval of this Agreement and as requested by the City, not to exceed bi-annually, during the Project Period or until the City has notified the Company in writing that all job creation requirements have been met.

3. If the Company does not meet the job obligations listed above by the Project Completion Period, the City shall retain a portion of the Company's annual tax rebate. Any amount retained will be calculated based on the number of jobs that were obligated and not created by the Project Completion Period using the rebate value listed above.

For example, if the Company is short by 2 jobs paying greater than 120% of the laborshed wage the amount to be withheld is \$7,500 per job multiplied by 2, for a total amount withheld of \$15,000. The City will reduce the Company's employment obligations to reflect the number of jobs created at the end of the Project Completion Period and this number must be maintained through the Maintenance Period. The maximum amount that can be withheld is \$37,500.

4. If the Company does not meet the job obligations through the Maintenance Period, the City shall retain a portion of the tax rebate for the number of jobs it failed to maintain. The amount retained will be calculated as described above.

Article IV

1. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States certified mail or other established express delivery service (such as Federal Express) that guarantees overnight delivery, postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

City: City of Ankeny
City Manager
410 W First Street
Ankeny, IA 50023

Company: Community State Bank
Attn: Kurt Gibson, CEO
2750 NE 36th Street
Ankeny, IA 50023

Notices shall be effective upon receipt or refusal.

2. Each party shall have all remedies provided by law or equity to the same extent as if fully set forth herein word for word. No remedy available to any party shall exclude any other remedy available to such party under this Agreement or provided by law or equity. All remedies shall be cumulative.

3. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

4. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

5. The terms, covenants, conditions and agreements contained herein shall constitute covenants running with the land and shall be binding upon, and inure to the benefit of, the successors and assigns of the Company.

6. This Agreement and the Exhibits which are or may in the future become a part of this Agreement supersede any prior agreements between the parties concerning the Project, and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in this Agreement, shall have any force or effect. This Agreement shall not be amended or added to in any way except by written instruments executed by all parties or their respective successors in interest.

7. Each person executing this Agreement represents and warrants that they have authority to sign this Agreement on behalf of the limited liability company for which they are signing, and that their signature binds said entity to the terms and provisions of this Agreement.

8. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this Agreement.

9. This Agreement shall be interpreted and construed in accordance with the laws of the State of Iowa.

10. Notwithstanding any other provisions of this Agreement, the Company may (1) pledge any and/or all of its assets as security for any financing of the Project; and (2) assign its rights under this Agreement to a third party, provided such assignment shall not release the Company of its obligations hereunder, unless approved by the City. Upon receipt of notice of assignment and request from the Company, City agrees to make all payments directly to any assignee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Development Agreement 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 May 2023 and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of July, 2024.

City Clerk of the City of Ankeny, Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On the _____ day of July, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Holm and Michell Yuska, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and the said Mark Holm and Michelle Yuska acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

[Stamp or Seal]

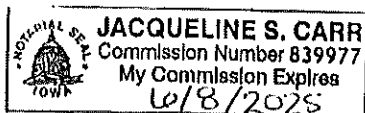
Notary Public in and for the State of Iowa

Community State Bank
an Iowa Corporation

By: _____
Kurt Gibson, CEO, Community State Bank

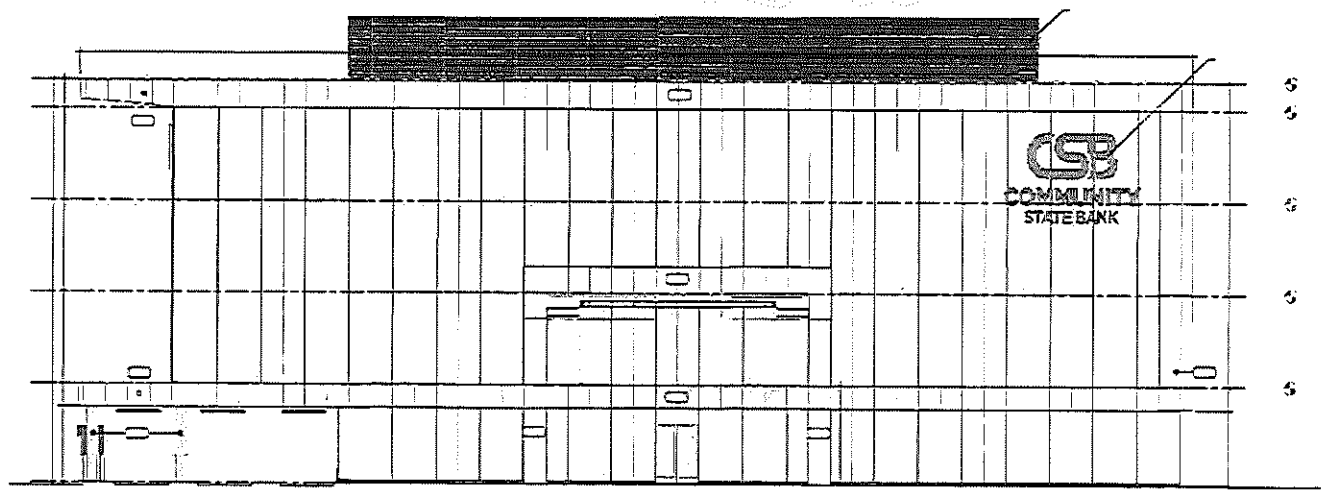
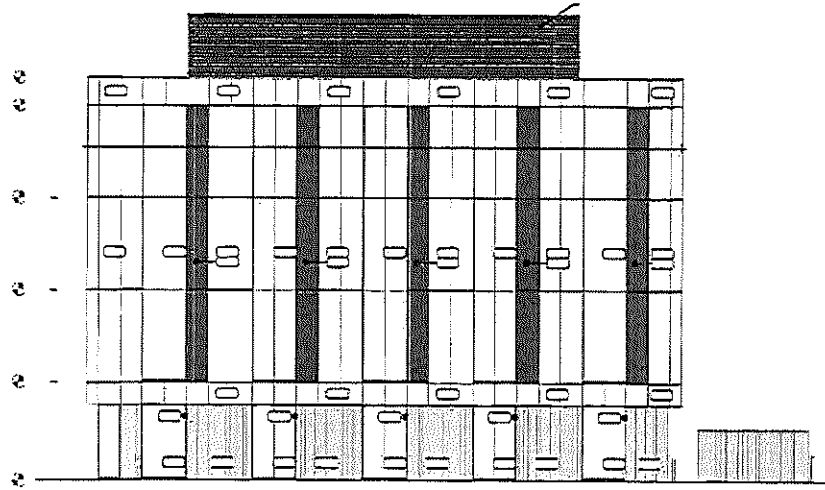
STATE OF IOWA, COUNTY OF POLK, ss:

On this 14th day of June, 2024, before me, a Notary Public in and for the said State, personally appeared Kurt Gibson, to me personally known, who, being by me duly sworn, did say that that person is CEO of said company; that said instrument was signed on behalf of the said company by authority of its Officers and the said Kurt Gibson acknowledged the execution of said instrument to be the voluntary act and deed of said company by it voluntarily executed.



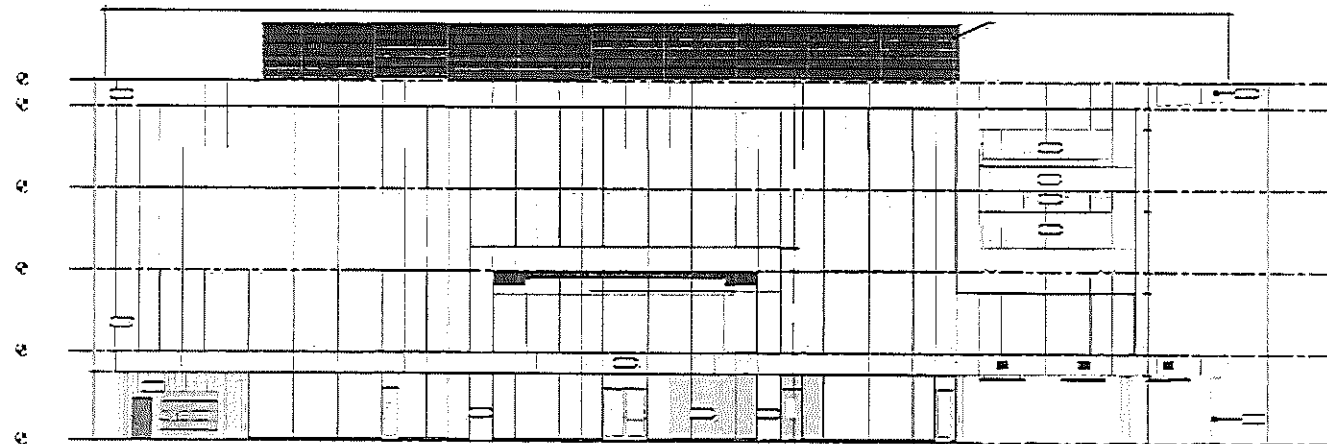
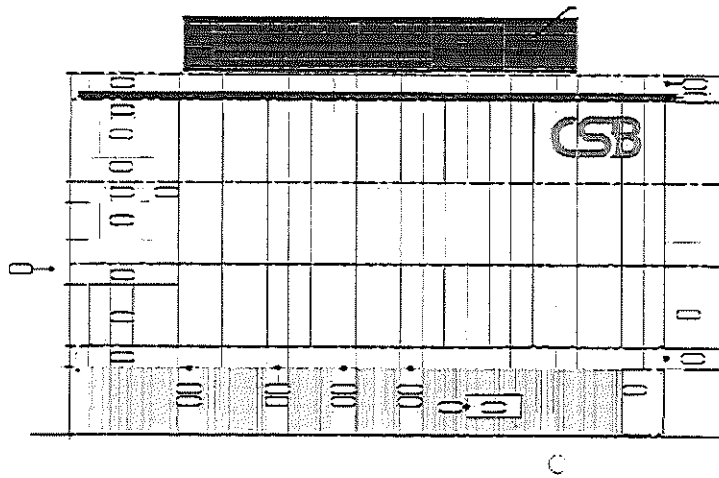
Notary Public in and for said State of Iowa

EXHIBIT A



CSB
COMMUNITY
STATE BANK

SIMONSON
PLANNING - ARCHITECTURE - INTERIOR
DESIGN - ASSOCIATES ARCHITECTS, LLC
1000 1st Avenue, Suite 1000, St. Paul, MN 55102
612.222.1111



CSB
COMMUNITY
STATE BANK

SIMONSON
ARCHITECTS
P.C.
1000 10th Avenue, Suite 100
Minneapolis, MN 55403
612.338.1000
www.simonsonarchitects.com

RESOLUTION -XXXX

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY AND COMMUNITY STATE BANK

WHEREAS, the City Council has a goal for Ankeny to be a regional business center;
and

WHEREAS, Community State Bank has decided it is in its best interest to construct a
new office headquarters to accommodate its business objectives; and

WHEREAS, Community State Bank plans to construct an approximately 71,000 square
foot, four-story office building located on 5.5 acres at the northwest corner of NE 36th
Street and NE Four Mile Drive; and

WHEREAS, it is the policy of the City of Ankeny to provide financial assistance to
support expanding businesses eligible for Office Development Incentive Policy
incentives; and

WHEREAS, City staff negotiated a Development Agreement between the City of
Ankeny and Community State Bank for the construction of this office building and
related site improvements which provides financial assistance consisting of property tax
rebates for up to ten years; and

WHEREAS, on July 1, 2024 a hearing was held on said Development Agreement and
after said hearing the City Council of the City of Ankeny determined it to be in the best
interest of the City to approve said Agreement in the form attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny,
Iowa, hereby approves the Development Agreement between the City of Ankeny and
Community State Bank. and authorizes the Mayor and the City Clerk to execute said
Agreement and authorizes the City staff to do all things necessary to carry out the terms
of the Development Agreement.

PASSED AND APPROVED this 1st day of July, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



CSB COMMUNITY
STATE BANK

SIMONSON
PLANNING ■ ARCHITECTURE ■ INTERIORS





CSB COMMUNITY
STATE BANK

SIMONSON
PLANNING ■ ARCHITECTURE ■ INTERIORS





CSB COMMUNITY
STATE BANK

SIMONSON
PLANNING ■ ARCHITECTURE ■ INTERIORS



CSB COMMUNITY
STATE BANK

SIMONSON
PLANNING ■ ARCHITECTURE ■ INTERIORS



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Watercrest Park Expansion (PH 2024-42)

EXECUTIVE SUMMARY:
The Watercrest Park Expansion project improvements include, grading, installation of a new parking lot, sidewalks, trails, open shelter, splash pad, grading, utilities, plantings, seeding and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, June 25, 2024. Nine (9) bids were received as follows:

1. Graphite Construction \$516,207.00
2. Concrete Connection LLC \$524,999.00

3. King-Kunutson INC \$564,288.33
4. Reilly Construction Corp \$574,000.00
5. Edge Commercial \$599,992.04
6. Concrete Professionals \$613,164.00
7. Caliber Concrete LLC \$615,127.45
8. S.M. Hentges & Sons INC \$619,976.50
9. Synergy Contracting LLC \$652,463.00

The Engineer's Estimate for the project was \$575,375.00. The bids ranged from approximately 11% below to 13% above the estimate. Graphite Construction has the technical experience to complete this project. The Parks & Recreation Department recommends awarding the Watercrest Park Expansion project to Graphite Construction of Des Moines, Iowa.

Pending project approval and award by the City Council, work on the improvement shall be commenced any time after a written Notice to Proceed is issued, no later than July 15th, 2024, and the Contractor shall fully complete the overall project no later than April 25, 2025.

FISCAL IMPACT: No

This project is included in the City's current Capital Improvement Program with construction scheduled for 2024.

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 (\$575,375.00).
 2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the Watercrest Park Expansion project.
 3. Receive and file the report of bids received on June 25, 2024.
 4. Approve Resolution, making award of construction contract to Graphite Construction, of Des Moines, Iowa.
 5. Approve Resolution, approving contract and bonds with Graphite Construction in the amount of \$516,207.00.
-

June 3, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as June 25, 2024, and setting the public hearing date as July 1, 2024.

ACTION REQUESTED:

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE WATERCREST PARK EXPANSION", 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 WATERCREST PARK EXPANSION

WHEREAS, on the 3rd day of June, 2024, 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 Watercrest Park Expansion; and

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

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

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

PASSED AND APPROVED this 1st day of July, 2024.

Mayor

ATTEST:

City Clerk

BID LETTING

10:30 A.M.

JUNE 25, 2024

WATERCREST PARK EXPANSION

The purpose of this meeting is to receive, open and tabulate bids for construction of the Watercrest Park Expansion in accordance with the Plans and Specifications prepared by Snyder & Associates.

Nick Lenox, Parks & Recreation Director

Project Estimate of Cost ~~\$570,000~~ **\$570,000 —**

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (two) Acknowledged
1) ✓	Reilly Construction Co Inc 110 Main St Ossian, IA 52661	\$574,000 —	✓
2) ✓	S.M. Hentges + Sons Inc 650 Quaker Ave Jordan, MN 55352	\$619,976.⁵⁰	✓
3) ✓	Edge Commercial 3155 SE Mische Dr Ste 2 Grimes, IA 50111	\$599,960 —	✓
4) ✓	Caliber Concrete LLC 309 Audubon St Adair, IA 50002	\$615,127.⁴⁵	✓
* 5) ✓	Graphite Construction Group 1955 NE 58th Ave Ste 100 Des Moines, IA 50313	\$516,207 —	✓
6) ✓	Concrete Professionals PO Box 7 Altoona, IA 50009	\$613,164 —	✓

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ☒	King Construction & Overhead 1205 N Oak St Iowa Falls, IA 50126	# 564,490 - Door Inc.	☒
8) ☒	Synergy Contracting LLC 7481 US Hwy 65/69 Des Moines IA 50320	# 652,463 -	☒
9) ☒	Concrete Connection LLC 5170 NW Beaver Dr Johnston, IA 50131	# 524,999 -	☒
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 1, 2024 at 5:30 P.M.

ATTEST:

Diane Klemme

Diane Klemme, Deputy City Clerk

Nick Lenox
Nick Lenox, Parks & Recreation Director

TABULATION OF BIDS

Watercrest Park Expansion

City of Ankeny, Iowa

124.0171.01

June 25, 2024 10:30 am

				ENGINEER'S ESTIMATE		1 GRAPHITE CONSTRUCTION GROUP		2 CONCRETE CONNECTION LLC		3 KING-KNUTSON CONSTRUCTION INC		4 REILLY CONSTRUCTION CO, INC		5 EDGE COMMERCIAL		6 CONCRETE PROFESSIONALS		7 CALIBER CONCRETE LLC		8 S.M. HENTGES & SONS INC		9 SYNERGY CONTRACTING LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GENERAL PROVISIONS																							
1.1	Mobilization / Construction Fence	LS	1	\$ 29,000.00	\$ 29,000.00	\$ 59,532.95	\$ 59,532.95	\$ 37,500.00	\$ 37,500.00	\$ 60,000.00	\$ 60,000.00	\$ 21,000.00	\$ 21,000.00	\$ 38,450.00	\$ 38,450.00	\$ 34,205.00	\$ 34,205.00	\$ 48,750.00	\$ 48,750.00	\$ 44,000.00	\$ 44,000.00	\$ 35,000.00	\$ 35,000.00
EARTHWORK																							
2.1	Demolition	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,638.00	\$ 1,638.00	\$ 3,500.00	\$ 3,500.00	\$ 2,400.00	\$ 2,400.00	\$ 3,500.00	\$ 3,500.00	\$ 3,360.00	\$ 3,360.00	\$ 1,815.00	\$ 1,815.00	\$ 9,625.00	\$ 9,625.00	\$ 1,875.00	\$ 1,875.00	\$ 7,000.00	\$ 7,000.00
2.2	Earthwork	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 40,225.00	\$ 40,225.00	\$ 35,000.00	\$ 35,000.00	\$ 16,000.00	\$ 16,000.00	\$ 18,000.00	\$ 18,000.00	\$ 20,160.00	\$ 20,160.00	\$ 74,025.00	\$ 74,025.00	\$ 48,400.00	\$ 48,400.00	\$ 69,000.00	\$ 69,000.00	\$ 78,120.00	\$ 78,120.00
2.3	Grading - Import	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 52,745.00	\$ 52,745.00	\$ 5,500.00	\$ 5,500.00	\$ 24,000.00	\$ 24,000.00	\$ 32,144.00	\$ 32,144.00	\$ 35,840.00	\$ 35,840.00	\$ 63,450.00	\$ 63,450.00	\$ 52,250.00	\$ 52,250.00	\$ 23,024.00	\$ 23,024.00	\$ 19,950.00	\$ 19,950.00
STORM SEWER																							
3.1	8" HDPE Pipe	LF	20	\$ 35.00	\$ 700.00	\$ 162.00	\$ 3,240.00	\$ 100.00	\$ 2,000.00	\$ 110.00	\$ 2,200.00	\$ 65.00	\$ 1,300.00	\$ 75.00	\$ 1,500.00	\$ 141.75	\$ 2,835.00	\$ 105.00	\$ 2,100.00	\$ 37.00	\$ 740.00	\$ 140.00	\$ 2,800.00
3.2	12" HDPE Pipe	LF	100	\$ 55.00	\$ 5,500.00	\$ 55.00	\$ 5,500.00	\$ 45.00	\$ 4,500.00	\$ 80.00	\$ 8,000.00	\$ 65.00	\$ 6,500.00	\$ 73.00	\$ 7,300.00	\$ 42.00	\$ 4,200.00	\$ 80.00	\$ 8,000.00	\$ 39.00	\$ 3,900.00	\$ 112.00	\$ 11,200.00
3.3	12" CMP Apron & Guard	EA	4	\$ 1,300.00	\$ 5,200.00	\$ 648.00	\$ 2,592.00	\$ 1,450.00	\$ 5,800.00	\$ 900.00	\$ 3,600.00	\$ 1,000.00	\$ 4,000.00	\$ 1,125.00	\$ 4,500.00	\$ 630.00	\$ 2,520.00	\$ 825.00	\$ 3,300.00	\$ 800.00	\$ 3,200.00	\$ 910.00	\$ 3,640.00
3.4	Storm Sewer Structure	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 10,800.00	\$ 10,800.00	\$ 8,800.00	\$ 8,800.00	\$ 12,000.00	\$ 12,000.00	\$ 9,500.00	\$ 9,500.00	\$ 10,650.00	\$ 10,650.00	\$ 9,975.00	\$ 9,975.00	\$ 11,000.00	\$ 11,000.00	\$ 7,700.00	\$ 7,700.00	\$ 10,885.00	\$ 10,885.00
3.5	6" Subdrain	LF	76	\$ 25.00	\$ 1,900.00	\$ 22.00	\$ 1,672.00	\$ 35.00	\$ 2,660.00	\$ 35.00	\$ 2,660.00	\$ 45.00	\$ 3,420.00	\$ 52.63	\$ 3,999.88 *	\$ 31.50	\$ 2,394.00	\$ 36.00	\$ 2,736.00	\$ 37.00	\$ 2,812.00	\$ 35.00	\$ 2,660.00
SANITARY SEWER SERVICE																							
4.1	4" Sanitary Sewer Line	LF	162	\$ 40.00	\$ 6,480.00	\$ 32.00	\$ 5,184.00	\$ 45.00	\$ 7,290.00	\$ 60.00	\$ 9,720.00	\$ 100.00	\$ 16,200.00	\$ 112.35	\$ 18,200.70	\$ 47.25	\$ 7,654.50	\$ 62.00	\$ 10,044.00	\$ 56.00	\$ 9,072.00	\$ 112.00	\$ 18,144.00
4.2	Connection to Existing	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 10,800.00	\$ 10,800.00	\$ 13,000.00	\$ 13,000.00	\$ 7,500.00	\$ 7,500.00	\$ 36,500.00	\$ 36,500.00	\$ 41,000.00	\$ 41,000.00	\$ 10,500.00	\$ 10,500.00	\$ 6,600.00	\$ 6,600.00	\$ 13,000.00	\$ 13,000.00	\$ 12,880.00	\$ 12,880.00
4.3	2" Sanitary Sewer Line	LF	70	\$ 30.00	\$ 2,100.00	\$ 33.00	\$ 2,310.00	\$ 40.00	\$ 2,800.00	\$ 70.00	\$ 4,900.00	\$ 40.00	\$ 2,800.00	\$ 45.71	\$ 3,199.70 *	\$ 26.25	\$ 1,837.50	\$ 66.00	\$ 4,620.00	\$ 69.00	\$ 4,830.00	\$ 91.00	\$ 6,370.00
4.4	Sanitary Cleanout	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 162.00	\$ 648.00	\$ 750.00	\$ 3,000.00	\$ 1,200.00	\$ 4,800.00	\$ 1,250.00	\$ 5,000.00	\$ 1,400.00	\$ 5,600.00	\$ 420.00	\$ 1,680.00	\$ 1,100.00	\$ 4,400.00	\$ 3,300.00	\$ 13,200.00	\$ 2,450.00	\$ 9,800.00
WATER SERVICE																							
5.1	Connection to Existing Main	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,620.00	\$ 1,620.00	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00	\$ 2,250.00	\$ 2,250.00	\$ 2,500.00	\$ 2,500.00	\$ 4,725.00	\$ 4,725.00	\$ 6,600.00	\$ 6,600.00	\$ 5,400.00	\$ 5,400.00	\$ 7,840.00	\$ 7,840.00
5.2	2" Water Line	LF	265	\$ 85.00	\$ 22,525.00	\$ 32.00	\$ 8,480.00	\$ 30.00	\$ 7,950.00	\$ 45.00	\$ 11,925.00	\$ 19.00	\$ 5,035.00	\$ 21.51	\$ 5,700.15 *	\$ 31.50	\$ 8,347.50	\$ 45.00	\$ 11,925.00	\$ 45.00	\$ 11,925.00	\$ 49.00	\$ 12,985.00
5.3	3/4" Water Line	LF	108	\$ 45.00	\$ 4,860.00	\$ 33.00	\$ 3,564.00	\$ 28.00	\$ 3,024.00	\$ 35.00	\$ 3,780.00	\$ 17.00	\$ 1,836.00	\$ 19.44	\$ 2,099.52 *	\$ 10.50	\$ 1,134.00	\$ 40.00	\$ 4,320.00	\$ 32.00	\$ 3,456.00	\$ 42.00	\$ 4,536.00
5.4	Curb Stop	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,080.00	\$ 1,080.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00	\$ 2,625.00	\$ 2,625.00	\$ 2,000.00	\$ 2,000.00	\$ 2,850.00	\$ 2,850.00	\$ 1,330.00	\$ 1,330.00
5.5	Winterization Pit	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,620.00	\$ 1,620.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,800.00	\$ 3,800.00	\$ 4,300.00	\$ 4,300.00	\$ 4,200.00	\$ 4,200.00	\$ 4,000.00	\$ 4,000.00	\$ 2,400.00	\$ 2,400.00	\$ 7,910.00	\$ 7,910.00
5.6	Backflow Preventor & Enclosure	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 4,320.00	\$ 4,320.00	\$ 5,000.00	\$ 5,000.00	\$ 17,500.00	\$ 17,500.00	\$ 9,000.00	\$ 9,000.00	\$ 10,100.00	\$ 10,100.00	\$ 840.00	\$ 840.00	\$ 16,500.00	\$ 16,500.00	\$ 9,075.00	\$ 9,075.00	\$ 9,800.00	\$ 9,800.00
PAVEMENT																							
6.1	5" Depth PCC Sidewalk	SF	20,950	\$ 7.00	\$ 146,650.00	\$ 5.70	\$ 119,415.00	\$ 6.00	\$ 125,700.00	\$ 6.00	\$ 125,700.00	\$ 5.50	\$ 115,225.00	\$ 6.16	\$ 129,052.00 *	\$ 7.20	\$ 150,840.00	\$ 5.94	\$ 124,443.00	\$ 5.00	\$ 104,750.00	\$ 5.50	\$ 115,225.00
6.2	5" Depth PCC Colored Pavement	SF	1,260	\$ 16.00	\$ 20,160.00	\$ 8.40	\$ 10,584.00	\$ 20.00	\$ 25,200.00	\$ 12.00	\$ 15,120.00	\$ 17.50	\$ 22,050.00	\$ 13.49	\$ 16,997.40 *	\$ 11.90	\$ 14,994.00	\$ 14.14	\$ 17,816.40	\$ 15.00	\$ 18,900.00	\$ 14.50	\$ 18,270.00
6.3	6" Depth PCC Parking	SF	8,315	\$ 10.00	\$ 83,150.00	\$ 4.70	\$ 39,080.50	\$ 6.50	\$ 54,047.50	\$ 7.00	\$ 58,205.00	\$ 6.00	\$ 49,890.00	\$ 5.53	\$ 45,981.95 *	\$ 6.50	\$ 54,047.50	\$ 7.97	\$ 66,270.55	\$ 6.00	\$ 49,890.00	\$ 7.00	\$ 58,205.00
6.4	7" Depth PCC Entrance Drive Approach	SF	425	\$ 17.00	\$ 7,225.00	\$ 6.25	\$ 2,656.25	\$ 7.00	\$ 2,975.00	\$ 8.00	\$ 3,400.00	\$ 13.00	\$ 5,525.00	\$ 10.59	\$ 4,500.75 *	\$ 17.00	\$ 7,225.00	\$ 8.58	\$ 3,646.50	\$ 6.50	\$ 2,762.50	\$ 13.00	\$ 5,525.00
SPLASH PAD INSTALLATION																							
7.1	Splash Pad Installation	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 20,196.00	\$ 20,196.00	\$ 41,788.50	\$ 41,788.50	\$ 36,007.00	\$ 36,007.00	\$ 45,000.00	\$ 45,000.00	\$ 40,000.00	\$ 40,000.00	\$ 34,370.00	\$ 34,370.00	\$ 19,000.00	\$ 19,000.00	\$ 58,000.00	\$ 58,000.00	\$ 39,600.00	\$ 39,600.00
SITE AMENITIES																							
8.1	Drinking Fountain Installation	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 756.00	\$ 756.00	\$ 2,390.00	\$ 2,390.00	\$ 2,000.00	\$ 2,000.00	\$ 2,250.00	\$ 2,250.00	\$ 2,500.00	\$ 2,500.00	\$ 4,200.00	\$ 4,200.00	\$ 4,500.00	\$ 4,500.00	\$ 11,000.00	\$ 11,000.00	\$ 1,750.00	\$ 1,750.00
8.2	Limestone Benches	EA	3	\$ 1,750.00	\$ 5,250.00	\$ 1,026.00	\$ 3,078.00	\$ 1,050.00	\$ 3,150.00	\$ 1,045.00	\$ 3,135.00	\$ 1,300.00	\$ 3,900.00	\$ 1,066.67	\$ 3,200.01 *	\$ 1,000.00	\$ 3,000.00	\$ 850.00	\$ 2,550.00	\$ 1,050.00	\$ 3,150.00	\$ 1,045.00	\$ 3,135.00
SHADE STRUCTURE																							
9.1	Open Shade Structures	LS	1	\$ 28,000.00	\$ 28,000.00	\$ 45,889.00	\$ 45,889.00	\$ 44,199.00	\$ 44,199.00	\$ 44,813.33	\$ 44,813.33	\$ 75,000.00	\$ 75,000.00	\$ 65,000.00	\$ 65,000.00	\$ 37,475.00	\$ 37,475.00	\$ 41,904.00	\$ 41,904.00	\$ 69,000.00	\$ 69,000.00	\$ 75,600.00	\$ 75,600.00
SURFACE RESTORATION																							
10.1	Standard Seed Mix	AC	6.5	\$ 2,500.00	\$ 16,250.00	\$ 3,425.00	\$ 22,262.50	\$ 3,520.00	\$ 22,880.00	\$ 3,520.00	\$ 22,880.00	\$ 3,500.00	\$ 22,750.00	\$ 3,584.62	\$ 23,300.03 *	\$ 3,360.00	\$ 21,840.00	\$ 5,000.00	\$ 32,500.00	\$ 3,500.00	\$ 22,750.00	\$ 3,575.00	\$ 23,237.50
10.2	Prairie Seed Mix	AC	2.8	\$ 6,500.00	\$ 18,200.00	\$ 3,456.00	\$ 9,676.80	\$ 3,900.00	\$ 10,920.00	\$ 3,905.00	\$ 10,934.00	\$ 4,000.00	\$ 11,200.00	\$ 4,000.00	\$ 11,200.00	\$ 3,725.00	\$ 10,430.00	\$ 5,650.00	\$ 15,820.00	\$ 3,900.00	\$ 10,920.00	\$ 3,932.50	\$ 11,011.00
10.3	Trees	EA	38	\$ 750.00	\$ 28,500.00	\$ 316.00	\$ 12,008.00	\$ 550.00	\$ 20,900.00	\$ 544.50	\$ 20,691.00	\$ 550.00	\$ 20,900.00	\$ 552.63	\$ 20,999.94 *	\$ 520.00	\$ 19,760.00	\$ 480.00	\$ 18,240.00	\$ 540.00	\$ 20,520.00	\$ 550.00	\$ 20,900.00
10.4	Shrubs/Grasses	EA	43	\$ 75.00	\$ 3,225.00	\$ 173.00	\$ 7,439.00	\$ 175.00	\$ 7,525.00	\$ 176.00	\$ 7,568.00	\$ 175.00	\$ 7,525.00	\$ 179.07	\$ 7,700.01 *	\$ 165.00	\$ 7,095.00	\$ 169.00	\$ 7,267.00	\$ 175.00	\$ 7,525.00	\$ 181.50	\$ 7,804.50
10.5	Erosion Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,595.00	\$ 5,595.00	\$ 9,500.00	\$ 9,500.00	\$ 9,350.00	\$ 9,350.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ 8,925.00	\$ 8,925.00	\$ 4,000.00	\$ 4,000.00	\$ 9,350.00	\$ 9,350.00	\$ 9,350.00	\$ 9,350.00
TOTAL BASE BID:				\$ 575,375.00		\$ 516,207.00		\$ 524,999.00		\$ 564,288.33 *		\$ 574,000.00		\$ 599,992.04 *		\$ 613,164.00		\$ 615,127.45		\$ 619,976.50		\$ 652,463.00	
BID SECURITY:						10%		10%		10%		10%		10%		10%		10%		10%		10%	

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE WATERCREST PARK EXPANSION", 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 _____, 2024, 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 WATERCREST PARK EXPANSION

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 Watercrest Park Expansion, described in the plans and specifications heretofore adopted by this Council on July 1, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Graphite Construction** of **Des Moines, Iowa**

Amount of bid: **\$516,207.00**

Portion of project: All construction work

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

PASSED AND APPROVED this 1st day of July, 2024.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE WATERCREST PARK EXPANSION", 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 WATERCREST PARK EXPANSION**

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 Watercrest Park Expansion, 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: Graphite Construction of Des Moines, Iowa

Amount of bid: \$516,207.00

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 1st day of July, 2024.

Mayor

ATTEST:

City Clerk



Watercrest Park Expansion



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Reimbursement Agreement -DLE Seven, L.L.C.

SE Creekview Drive - Engineering and Design for Extension of Infrastructure

EXECUTIVE SUMMARY:

This proposed reimbursement agreement between the City and DLE Seven, LLC covers DLE Seven's share of infrastructure engineering and design costs associated with the extension of SE Creekview Drive in the Metro North Business Park. The agreement requires DLE Seven, LLC to deposit their share of costs associated with these design and engineering services into an escrow account accessible by the City for payment of work performed on the project. The agreement requires DLE Seven to deposit funds for design and engineering costs prior to the City signing a professional services agreement for these services. Either by amendment to this agreement or a separate agreement, DLE Seven will be required to deposit their share of construction expenses into an escrow account prior to the City awarding a construction contract for improvements. These funds, along with IDOT RISE funding will cover the costs of all the necessary infrastructure improvements to complete the approximately 1,195' extension of SE Creekview Drive. Infrastructure work will begin in early 2025 and conclude later the same year.

FISCAL IMPACT: **No**

The proposed reimbursement agreement requires DLE Seven, LLC to place funding in escrow to cover their share of infrastructure engineering and design costs. The City will use these funds, in addition to IDOT RISE funding, to pay for professional services as work is performed. There will be no cost to the City beyond administrative oversight.

CITY MANAGER'S RECOMMENDATIONS:

To approve the reimbursement agreement with DLE Seven, LLC as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

At the January 16, 2024 City Council meeting, the Council supported the RISE grant application for this project. At the June 3, 2024 City Council meeting, the Council approved the RISE grant agreement with the Iowa DOT after being award RISE funding for this project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION approving a Reimbursement Agreement between DLE Seven, L.L.C. and the City of Ankeny for engineering and design costs for extension of SE Creekview Drive.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 DLE Seven RISE Reimbursement Reso
 DLE Seven RISE Reimbursement Agreement

NO. 2024 - XXX

**RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF THE SE CREEKVIEW DRIVE
REIMBURSEMENT AGREEMENT (INITIAL DESIGN
WORK ONLY) BY AND BETWEEN THE CITY OF ANKENY
AND DLE SEVEN, L.L.C.**

WHEREAS, the City has received a proposal from DLE Seven, L.L.C. ("DLE"), in the form of a proposed SE Creekview Drive Reimbursement Agreement (Initial Design Work Only) (the "Agreement") by and between the City and DLE; and

WHEREAS, DLE owns certain real property within the City limits as defined and legally described in the Agreement ("Development Property"); and

WHEREAS, the City has entered into an agreement, Iowa DOT Agreement No.: 2024-R-004 (the "RISE Agreement"), with the Iowa Department of Transportation (the "IDOT"), whereby the City will design and construct approximately 1,195 feet of SE Creekview Drive, and related improvements in the road right of way, as outlined in the proposed Agreement (the "Creekview Project"), which will benefit, in addition to the public, the Development Property owned by DLE; and

WHEREAS, the RISE Agreement provides for a RISE grant to pay a portion of the costs of the Creekview Project (the "RISE Grant"); and

WHEREAS, DLE has agreed to pay the portion of the design costs of the Creekview Project that is not paid for by the RISE Grant.

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

Section 1. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 1st day of July, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle, Yuska, City Clerk

**SE CREEKVIEW DRIVE REIMBURSEMENT AGREEMENT
(INITIAL DESIGN WORK ONLY)**

THIS SE CREEKVIEW DRIVE REIMBURSEMENT AGREEMENT (this “Agreement”) is entered into this ____ day of _____, 2024 by and between City of Ankeny (the “City”) and DLE Seven, L.L.C. (“DLE”). The City and DLE sometimes referred to herein as a “Party” or collectively as the “Parties.”

WHEREAS, the City has a vested interest in increasing the number of career opportunities and the commercial tax base in Ankeny; and

WHEREAS, the expansion of infrastructure is necessary to accomplish the City Council’s goal of making Ankeny a regional business center; and

WHEREAS, DLE owns certain real property within the City limits depicted on Exhibit A as “Developable Lots” (“Development Property”); and

WHEREAS, the City has entered into an agreement, Iowa DOT Agreement No.: 2024-R-004 (the “RISE Agreement”), with the Iowa Department of Transportation (the “IDOT”), whereby the City will design and construct approximately 1,195 feet of SE Creekview Drive and related improvements in the road right of way as generally depicted on Exhibit A as the “Requested RISE Roadway Area” (the “Creekview Project”), which will benefit, in addition to the public, the Development Property owned by DLE; and

WHEREAS, the RISE Agreement provides for a RISE grant to pay a portion of the costs of the Creekview Project (the “RISE Grant”); and

WHEREAS, DLE has agreed to pay the portion of the design costs of the Creekview Project that is not paid for by the RISE Grant; and

NOW, THEREFORE, in consideration of the agreements set out herein, the City and DLE hereby agree as follows:

ARTICLE I: PRECONDITION TO CITY OBLIGATIONS

Section 1.1. All of the City's obligations hereunder are conditioned upon the City and IDOT executing the RISE Agreement (following all required legislative processes), not terminating the RISE Agreement, and acting consistent therewith. The City shall have no obligation to take any action or provide any consideration under this Agreement unless this precondition is satisfied.

ARTICLE II: INITIAL DESIGN WORK

Section 2.1.

- (a) The "Creekview Project" consists of the design and construction of approximately 1,195 feet of SE Creekview Drive, and related improvements in the road right of way, as depicted in Exhibit A.
- (b) The "Initial Design Work" consists of the design and engineering necessary to construct the Creekview Project.

Section 2.2. The City agrees to cause the completion of the Initial Design Work, provided (and promptly after) all of the following preconditions are satisfied:

- (a) The precondition in Section 1.1 is satisfied; and
- (b) DLE has deposited DLE's Contribution toward the cost of the Initial Design Work into the DLE Project Escrow Account as set forth in Section 3.1 of this Agreement.

Section 2.3. Nothing in this Agreement shall obligate the City to initiate or complete the construction of any portion of the Creekview Project; any such obligation being subject to the execution of a separate reimbursement agreement or an amendment hereto. Likewise, DLE recognizes and agrees that nothing in this Agreement grants DLE any special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance, or use of the Creekview Project, if constructed, and the City is not responsible for and will have no liability to DLE associated with the specifications, design, plans, quality of construction, or sufficiency of the Creekview Project for any particular purpose.

ARTICLE III. COST OF THE INITIAL DESIGN WORK

Section 3.1. DLE shall pay \$88,750.00 toward the Initial Design Work (the "DLE's Contribution"). The Parties agree that simultaneous to their execution of this Agreement, they shall execute the Project Escrow Agreement attached hereto as Exhibit B (the "Project Escrow Agreement"). DLE shall deposit the DLE's Contribution into the DLE Project Escrow Account as defined and described in the Project Escrow Agreement to be accessed by the City to fund the Initial Design Work consistent with the terms of the Project Escrow Agreement and this Agreement. Said deposit shall be made within fifteen (15) calendar days of the execution of this Agreement. If at any time it is determined that the amount of DLE's Contribution described above will be insufficient to pay for the costs of the Initial Design Work not paid for with funds from the RISE Grant, the City shall notify DLE of the deficiency in writing and DLE shall deposit the additional funds necessary to pay the additional costs of

the Initial Design Work into the DLE Project Escrow Account within fifteen (15) calendar days of its receipt of the written notice from the City.

Section 3.2. If payment of DLE's Contribution is not made on a timely basis as set forth herein, or within any extension of time that the Parties may mutually agree to in writing, then the Parties agree that DLE shall then be in substantial and material breach of this Agreement, in which no occupancy permit shall be granted for any development on any of the Development Property until payment of DLE's Contribution is made in full. Also, in such case, the Initial Design Work may not, in City's sole discretion, be completed until DLE's Contribution is paid into the DLE Project Escrow Account in full.

Section 3.3. The City shall use DLE's Contribution as follows:

- (a) The City shall have sole access to DLE's Contribution immediately upon deposit, and said funds shall be used in the City's absolute discretion at any time, but solely and exclusively for the cost of completing the Initial Design Work and only after utilizing any RISE Grant funds that have been made available to the City for the Initial Design Work subject to the terms and conditions of the RISE Agreement.
- (b) DLE's Contribution shall remain in the DLE Project Escrow Account and available for use by the City to fund the Initial Design Work, regardless of whether or not development of the Development Property occurs. Interest earned on the DLE's Contribution funds while in the DLE Project Escrow Account shall be added to the funds available to the City to pay the costs of the Initial Design Work.

ARTICLE IV. GENERAL

Section 4.1. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 4.2. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 4.3. No failure or delay by either party to exercise a right or remedy available hereunder, or otherwise available under the law, shall constitute a waiver of such right or remedy, or any other right or remedy, or constitute a waiver of any obligation of the other party to perform strictly in accordance with the terms hereof, unless such waiver is expressed in writing, signed by the party to be bound.

Section 4.4. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 4.5. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States certified mail or other established express delivery service (such as Federal Express) that guarantees overnight delivery, postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

If to the City:

City of Ankeny
City Manager
410 W 1st Street
Ankeny, Iowa 50023

If to DLE:

DLE Seven, L.L.C.
Chris Murray, President & CEO
2401 S.E. Tones Drive
Suite 17
Ankeny, IA 50021

Notices shall be effective upon receipt or refusal.

Section 4.6. Each party shall have all other remedies provided by law or equity to the same extent as if fully set forth herein. No remedy available to any party shall exclude any other remedy available to such party under this Agreement or provided by law or equity. All remedies shall be cumulative.

Section 4.7. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.

Section 4.8. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create any third party beneficiary rights in any person not a party hereto.

Section 4.9. This Agreement and the Exhibits which are or may in the future become a part of this Agreement supersede any prior agreements between the parties concerning the Creekview Project, and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in this Agreement, shall have any force or effect.

Section 4.10. Each person executing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the corporation, limited liability company, or other entity for which he or she is signing, and that his or her signature binds said entity to the terms and provisions of this Agreement.

Section 4.11. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this Agreement.

IN WITNESS WHEREOF, the undersigned have hereunto set our hands and seals, if applicable, on the date and year first above written.

[Remainder of Page Left Intentionally Blank with Separate Signature Pages Attached]

CITY OF ANKENY, IOWA

By: _____
Mark Holm, Mayor

I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing SE Creekview Drive Reimbursement Agreement 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 _____, 2024 and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2024.

City Clerk of the City of Ankeny, Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On the _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Holm and Michelle Yuska, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and the said Mayor and City Clerk acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

DLE SEVEN, L.L.C.,
an Iowa limited liability company

By: _____
Chris Murray, President and CEO

Signature Date: _____

STATE OF IOWA, COUNTY OF POLK, ss

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Chris Murray, to me personally known, who being by me duly sworn did say that he is the President and CEO of DLE Seven, L.L.C., an Iowa limited liability company, that the instrument to which this is attached was signed on behalf of said company by authority of its President and CEO; and that the said President and CEO acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

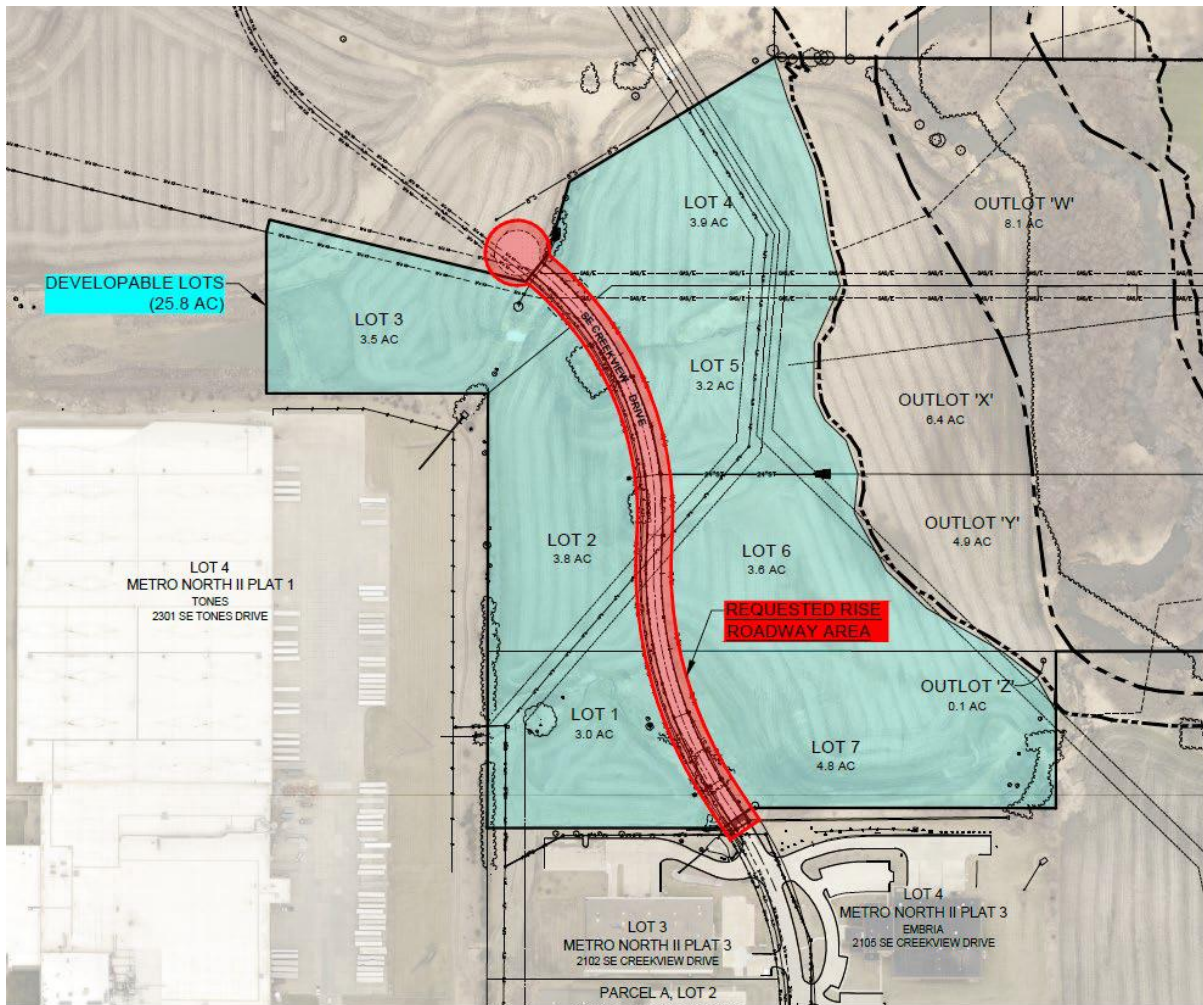


EXHIBIT B
DESIGN ESCROW AGREEMENT

THIS PROJECT ESCROW AGREEMENT (this “Escrow Agreement”) is entered into as of the this _____ day of _____, 2024, by and between UMB Bank, N.A., as escrow agent (“Escrow Agent”), the City of Ankeny, Iowa (“City”), and DLE Seven, L.L.C. (“DLE”). The City and DLE sometimes referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Parties are entering into that certain SE CREEKVIEW DRIVE REIMBURSEMENT AGREEMENT contemporaneous herewith (the “Agreement”), which Agreement contains defined terms that are indicated by the use of capitalization, which terms are used in this Project Escrow Agreement and have the same meaning as in the Agreement; and

WHEREAS, pursuant to the Agreement, DLE has agreed to contribute \$88,750.00 (the “DLE’s Contribution”) towards the cost of Initial Design Work, which amount may be increased pursuant to the terms of the Agreement; and

WHEREAS, the Parties desire to execute this Escrow Agreement to coordinate the payment of the DLE’s Contribution and the City’s use of said funds to complete the Initial Design Work.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the Parties hereto agree as follows:

1. Appointment of Escrow Agent. The Parties hereby appoint and designate UMB of Des Moines, Iowa, as the escrow agent (“Escrow Agent”) for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment on the terms and conditions set forth herein.

2. Receipt of Escrow Deposit. Within fifteen (15) calendar days of the execution of the Agreement, DLE shall deposit \$88,750.00 with the Escrow Agent to facilitate the payment of any costs associated with the Initial Design Work (the “Escrow Deposit”). The entire Escrow Deposit and all interest and other earnings thereon shall be deposited into one account (the “DLE Project Escrow Account”). The funds and other property held in the DLE Project Escrow Account shall not be subject to a lien or attachment by any creditor of any Party hereto and, except as provided in Section 5 below, shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any Party hereto owing to the Escrow Agent in any capacity. Notwithstanding the foregoing, if the DLE Project Escrow Account shall be attached, garnished, or levied upon pursuant to judicial process, or the delivery of funds held in the DLE Project Escrow Account shall be stayed or enjoined by any court order, or any court order shall be made or entered into affecting the DLE Project Escrow Account, or any part thereof, the Escrow Agent is hereby expressly authorized to obey and comply with such judicial process or court order. In the event the Escrow Agent obeys or complies with any judicial process or court order, it shall not be liable to any firm or corporation by reason of such compliance, notwithstanding the subsequent reversal, modification, annulment, or setting aside of such court order.

3. **Investment of Escrow Deposit.** The Escrow Deposit shall be invested by the Escrow Agent in a money market fund which invests solely in U.S. government obligations and securities and repurchase agreements secured thereby, including those maintained by the Escrow Agent or its affiliates. All interest and income earned and collected on the Escrow Deposit shall be added to the Escrow Deposit and released as set forth in Section 5.

4. **Accounting.** Within five (5) Business Days after the end of each calendar quarter, Escrow Agent will provide to the Parties an accounting in reasonable detail of the receipts and disbursements of the DLE Project Escrow Account.

5. **Release of Funds.**

(a) If the City determines in good faith that it is entitled to funding from the DLE Project Escrow Account pursuant to the terms of the Agreement (a "Claim"), then the City shall deliver to the Escrow Agent and DLE a written request for the payment of such Claim (a "Payment Request"). A Payment Request shall specify in reasonable detail the facts and circumstances with respect to the subject matter of such Payment Request and the amount of the Claim. Within seven (7) business days after DLE receives a Payment Request, DLE shall deliver to the Escrow Agent and the City a written notice (a "Response Notice") stating whether DLE objects to the payment of all or any portion of the Claim specified in the Payment Request. If the Escrow Agent has not received a Response Notice within seven (7) business days after the receipt of a Payment Request, DLE will be deemed not to have objected to any portion of the amount of the Claim set forth in DLE Payment Request and the Escrow Agent shall pay such amount to the City. For purposes of determining expiration of the 7-day period provided for in the preceding sentence, Escrow Agent shall conclusively presume that any Payment Request delivered to it was simultaneously delivered to DLE. The Escrow Agent must pay any Claim even if disputed by DLE unless within seven (7) business days of DLE filing a Response Notice disputing the Claim ("Objection Period") (i) the Escrow Agent receives a written notice from the City stating that City has withdrawn all or any portion of its Claim or (ii) DLE delivers to the City and Escrow Agent a copy of an order from a court of competent jurisdiction prohibiting payment of all or a portion of such a Claim.

(b) If the Escrow Agent receives a Payment Request, any Objection Period has expired, and the Request is not withdrawn by the City and no court order exists prohibiting payment of the Claim, then the Escrow Agent shall deliver to the City the amount (the "Payment Amount") indicated in such Payment Request within thirty (30) calendar days of receiving the Payment Request.

(c) This Escrow Agreement will terminate and any remaining funds in the DLE Project Escrow Account will be returned to DLE upon the earlier of: (1) all funds in the DLE Project Escrow Account have been released to the City; or (2) the City certifies in writing that the Agreement has been terminated or that all costs of the Initial Design Work have been paid in full.

(d) Prior to final distribution by Escrow Agent of the remaining funds in the DLE Project Escrow Account, Escrow Agent shall be entitled to deduct from such final distribution any unpaid fees and expenses payable to Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

(e) With respect to any Payment Request, City and DLE (i) certify they have reviewed any wire instructions set forth in such written disbursement direction to confirm such wire instructions are accurate, (ii) agree to indemnify and hold harmless the Escrow Agent from and against any and all claim, demand, loss, liability, or expense sustained, including but not limited to attorney fees, and expenses resulting directly or indirectly as a result of making the disbursement requested, and (iii) agree they will not seek recourse from the Escrow Agent as a result of losses incurred by it for making the disbursement in accordance with the disbursement direction.

6. Indemnification of the Escrow Agent.

(a) From and at all times after the date of this Agreement, each of the Parties shall, jointly and severally and to the fullest extent permitted by law, defend, indemnify and hold harmless the Escrow Agent and each director, officer, employee, attorney, agent and affiliate of the Escrow Agent (collectively, the “Escrow Indemnified Parties”) against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Escrow Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including, without limitation, any of the Parties, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, without limitation, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Escrow Agreement or any transactions contemplated herein, whether or not any such Escrow Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Escrow Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted primarily from the negligence, gross negligence or willful misconduct of such Escrow Indemnified Party. Each Escrow Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and each Party shall pay and equal share of the reasonable fees of such counsel upon request of the Escrow Agent. The obligations of the Parties under this Section 6 shall survive any termination of this Escrow Agreement and the resignation or removal of the Escrow Agent.

(b) The Parties agree that none of the establishment of the DLE Project Escrow Account, the making of the Escrow Deposit, the making of disbursements by the Escrow Agent to DLE or the City hereunder, the payment by a Party of any claim by the Escrow Agent for indemnification hereunder nor the disbursement of any amounts to the Escrow Agent from the Escrow Deposit in respect of a claim by the Escrow Agent for indemnification shall impair, limit, modify, or affect, as between the Parties, the respective rights and obligations of the Parties under the Escrow Agreement.

7. Resignation of the Escrow Agent. The Escrow Agent, and any successor Escrow Agent, may resign at any time as Escrow Agent hereunder by giving at least fifteen (15) business days' written notice to the parties. Upon such resignation and the appointment of a successor Escrow Agent, the resigning Escrow Agent shall be absolved from any duties as Escrow Agent hereunder. Upon their receipt of notice of resignation from the Escrow Agent, the Parties shall use their reasonable best efforts jointly to designate a successor Escrow Agent. If the Parties do not agree upon a successor Escrow

Agent within fifteen (15) business days after the receipt by the parties of the Escrow Agent's resignation notice, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or other appropriate relief (including, without limitation, an interpleader action) and any such resulting appointment shall be binding upon all parties hereto. By mutual agreement, the Parties shall have the right at any time upon not less than seven (7) business days' written notice to terminate their appointment of the Escrow Agent, or any successor Escrow Agent, as Escrow Agent hereunder. Notwithstanding anything to the contrary in the foregoing, the Escrow Agent or any successor Escrow Agent shall continue to act as the Escrow Agent until a successor is appointed and qualified to act as the Escrow Agent. The terminated or resigning Escrow Agent shall transmit all records pertaining to the Escrow Deposit and shall pay the Escrow Deposit to the successor Escrow Agent, after making copies of such records as the terminated or resigning Escrow Agent deems advisable and after deduction and payment to the terminated or resigning Escrow Agent of all fees and expenses (including court costs and reasonable attorneys' fees) payable to, actually incurred by, or reasonably expected to be incurred by the terminated or resigning Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any terminated or resigning Escrow Agent's resignation or removal, the provisions of this Escrow Agreement shall inure to its benefit and survive with respect to any actions taken or omitted to be taken by such terminated or resigning Escrow Agent while it was the Escrow Agent under this Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.

8. Taxes. The Escrow Agent does not have any interest in the Escrow Deposit but is serving as escrow holder only and only has possession thereof. For U.S. federal and applicable state income tax purposes, DLE shall be treated as owning the DLE Project Escrow Account and shall include any and all interest earned on the Escrow Deposit in its gross income for all U.S. federal and applicable state income tax purposes. The Escrow Agent shall file IRS Forms 1099 INT consistent with such treatment. The Parties hereto acknowledge that any payments of any amounts from the DLE Project Escrow Account pursuant to this Agreement shall be subject to withholding tax regulations then in force with respect to U.S. federal income taxes.

9. Notices.

(a) All notices and other communications required or permitted pursuant to this Agreement shall be in writing and be deemed to have been duly given when delivered personally (which shall include delivery by Federal Express or other nationally recognized, reputable overnight courier service that issues a receipt or other confirmation of delivery) to the party for whom such communication is intended, or five (5) Business Days after the date mailed by certified mail, return receipt requested, postage prepaid.

(b) A notice must be addressed to a Party at the Party's last known address set forth below. Any Party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

If to the City:

City of Ankeny
City Manager
410 W 1st Street
Ankeny, Iowa 50023

If to DLE:

DLE Seven, L.L.C.
Chris Murray, President & CEO
2401 S.E. Tones Drive
Suite 17
Ankeny, IA 50021

If to Escrow Agent:

Diana Van Vleet
Vice President Trust Officer, CCTS
Institutional Trust Services
UMB
453 7th Street
Des Moines IA 50309

10. Successors and Assigns; Assignment. This Escrow Agreement shall be binding on and inure to the benefit of each Party hereto and its respective successors and assigns. The Parties may assign rights under this Escrow Agreement only to the same extent they are permitted to assign their rights and obligations under the Agreement.

11. Miscellaneous. This Escrow Agreement, together with the schedules and annexes attached hereto and, with respect to the Parties, the Agreement, embody the entire agreement and understanding of the parties concerning the Escrow Deposit. As between the Parties hereto, other than Escrow Agent, in the event of any conflict of the terms of this Escrow Agreement with the terms of the Agreement, the terms of the Agreement shall control and prevail. This Escrow Agreement may be amended only by a writing signed by each Party hereto. The headings in this Escrow Agreement are intended solely for convenience or reference and shall be given no effect in the construction or interpretation of this Escrow Agreement. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to the conflicts of laws principles thereof. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective, heirs, personal representatives, successors and permitted assigns. Capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

12. Escrow Agent's Fees. Reasonable fees and expenses for the services the Escrow Agent renders pursuant to this Escrow Agreement (including reasonable fees and disbursements of its counsel incurred in connection with its performance of such services) will be paid to the Escrow Agent. DLE will pay all such fees and expenses of the Escrow Agent, as set forth on Exhibit "1".

13. **Certain Rights of Escrow Agent.** The Escrow Agent acts hereunder as a depository only. The Escrow Agent is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of this Escrow Agreement or with respect to the form of execution of the same. The Escrow Agent shall not be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith, and in the exercise of its own best judgment, and may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is believed by the Escrow Agent to be genuine and to be signed or presented by the proper person(s). The Escrow Agent shall not be held liable for any error in judgment made in good faith by an officer or employee of the Escrow Agent unless it shall be proved that the Escrow Agent was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages or penalties (including, but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action.

The Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, pandemics, governmental regulations, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters. The Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrowed Funds, any account in which Escrowed Funds are deposited, this Agreement or any other agreement, or to appear in, prosecute or defend any such legal action or proceeding.

The Escrow Agent may consult with nationally recognized legal counsel in the event of any dispute or question as to the construction of any provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion or instructions of such counsel given in good faith.

The Escrow Agent shall not be responsible for and may conclusively rely upon the sufficiency or accuracy of the form of, or the execution, validity, value or genuineness of any document or property received, held or delivered by it hereunder, or of the signature or endorsement thereon, or for any description therein; nor shall the Escrow Agent be responsible or liable in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any document, property or this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Project Escrow Agreement to be duly executed as of the date first above written.

CITY OF ANKENY, IOWA

By: _____
Mark Holm, Mayor

I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Design Escrow Agreement 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 _____, 2024 and this certificate is made pursuant to authority contained in said Resolution

Signed this _____ day of _____, 2024.

City Clerk of the City of Ankeny, Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On the _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Holm and Michelle Yuska, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and the said Mayor and City Clerk acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

DLE SEVEN, L.L.C.,
an Iowa limited liability company

By: _____
Chris Murray, President and CEO

Signature Date: _____

STATE OF IOWA, COUNTY OF POLK, ss

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Chris Murray, to me personally known, who being by me duly sworn did say that he is the President and CEO of DLE Seven, L.L.C., an Iowa limited liability company, that the instrument to which this is attached was signed on behalf of said company by authority of its President and CEO; and that the said President and CEO acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

AGREEMENT OF ESCROW AGENT

The undersigned hereby agrees to act as Escrow Agent for the purposes set forth in this Escrow Agreement, and agrees to perform its duties and responsibilities pursuant to the instructions and the other terms and conditions of this Escrow Agreement.

UMB

By: _____ Date: _____
Diana Van Vleet, Vice President Trust Officer

EXHIBIT 1 TO ESCROW AGREEMENT – FEE SCHEDULE



ESCROW AGENT FEE SCHEDULE

ADMINISTRATION FEE

\$500 Initial

\$500 Annual

ADDITIONAL SERVICES

- | | |
|----------------------------|--------------------|
| • Purchase of Securities | \$500 one-time fee |
| • Paying Costs of Issuance | \$500 one-time fee |

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

Fee quote provided by:

UMB Bank, N.A.
7155 Lake Drive, Suite 120
West Des Moines, IA 50266



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed SE Creekview Drive Extension (RISE)
Professional Services Agreement with Civil Design Advantage.

EXECUTIVE SUMMARY:
The action before the City Council is the approval of a Professional Services Agreement with Civil Design Advantage for the design and bidding phase services needed for the SE Creekview Drive Extension (RISE).

The SE Creekview Drive Extension (RISE) project will construct, storm sewer, sanitary sewer, and street construction of approximately 1,195 lineal feet on SE Creekview Drive from existing termini northerly.

The City, in partnership with Denny Elwell Company, applied for an Iowa DOT - RISE grant to provide partial funding for the SE Creekview Drive Extension. The Iowa DOT has subsequently awarded the

grant. The DOT policy for RISE grants requires that a municipality be the lead agency for the construction of a RISE-eligible project. The City is working with Denny Elwell Company on an agreement that will allow the City to act as the required lead agency on the project, with full reimbursement of all expenses incurred by the City by Denny Elwell Company and the DOT.

The design for the project needs to be undertaken at this time so that the project schedule can be maintained. The Municipal Utilities Department proposes to use Civil Design Advantage to complete the necessary design, bidding, and construction phase services for the project because they have the technical experience needed for this project. The scope of the engineering services and corresponding fees for the services are shown in the attached Professional Services Agreement. The total fee for the engineering services is \$177,500.00, which would be fully reimbursable per the agreement with Denny Elwell Company.

It is recommended that the City Council approve the Professional Services Agreement with Civil Design Advantage.

FISCAL IMPACT: **No**

The project is included in the City's 2024 - 2028 Capital Improvement Program with design and construction in 2024.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Civil Design Advantage, for the design engineering and bidding phase services on the SE Creekview Drive Extension (RISE) Project in an amount not to exceed \$177,500.00 and the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the Professional Services Agreement with Civil Design Advantage, for the design engineering and bidding phase services on the SE Creekview Drive Extension (RISE) Project in an amount not to exceed \$177,500.00 and the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Professional Services Agreement

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
SE Creekview Drive Extension (RISE)
Design Services

THIS AGREEMENT is made and entered into this 01st day of July, 2024, between the City of Ankeny, Iowa, hereinafter referred to as the “Owner”, and Civil Design Advantage hereinafter referred to as the “Consultant”.

WITNESSETH:

WHEREAS the Owner has decided to proceed with the survey, design and construction for roadway improvements associated with the SE Creekview Drive Extension (RISE). This contract will accommodate design for the segment of roadway as shown in Exhibit “B”:

SE Creekview Drive Extension (RISE)

Full utility installation and street construction of approximately 1,195 lineal feet on SE Creekview Drive from existing termini northerly. The Consultant shall develop a standalone set of construction drawings for this project.

WHEREAS the Owner desires to employ the Consultant to provide topographic survey, and design services in connection with the project; and

WHEREAS the Consultant is willing to perform such survey and engineering work in accordance with the terms hereinafter provided, and represents that it is in compliance with Iowa statutes relating to the registration of Professional Engineers;

NOW THEREFORE;

The parties hereto, for consideration hereinafter set forth, mutually agree as follows;

I. DEFINITIONS

Whenever in this Contract the following terms or pronouns used in their stead occur, they shall have the meaning here given;

Owner – the City of Ankeny, Iowa, or its authorized representative acting as liaison officer for the Owner for the purpose of coordinating and administering the work under the Contract.

Consultant – the firm of Civil Design Advantage, Urbandale, Iowa

Iowa DOT – Iowa Department of Transportation

IDNR – Iowa Department of Natural Resources

Corps – the United States Army Corps of Engineers

EPA – the Environmental Protection Agency

EDA – the Economic Development Agency

Project Manager – the principal project manager assigned to the project, and employed by and working directly under the authority of the Consultant.

Project Engineer – the design engineer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager.

II. GENERAL

- A. The Owner has decided to proceed with the design of the SE Creekview Drive Extension (RISE). The project is generally north of SE Oralabor Road/IA Hwy 160, east of Interstate I-35, south of NE 86th Avenue and extending from the existing terminus of SE Creekview Drive northerly approximately 1,195 lineal feet. See Exhibit “B”.

A description of the necessary tasks to accomplish the above goals is itemized in Section III, Scope of Services.

- B. The work under this Contract shall at all times be subject to the general supervision and direction of the Owner and shall be subject to the approval of the Owner. Design and construction documents shall conform to the Owner’s requirements.
- C. Obligations of the Owner to the Consultant: All existing information, including previous construction plans, record drawings, utility information, previous studies, drainage maps, drainage design support, etc. applicable to the project will be made available to the Consultant without cost.
- D. Submittal of documents: During the progress of the project design, various copies of the design plans and other documents prepared by the Consultant will be required by the Owner. Unless specified elsewhere in this Contract, three (3) copies of each plan set or document and pdf copy shall be provided by the Consultant to the Owner at the submittal.
- E. This Contract shall be subject to the Standard Fee Schedule billing rates as established in Exhibit “A” and hereby made a part of this Contract.

III. SCOPE OF SERVICES

A. General – The Consultant shall provide Basic Design Services and Additional Design Services (if required, See Exhibit “G”) for the topographic survey and design of the project in accordance with general engineering principles. The work to be performed under this Contract by the Consultant shall consist of the following Scope of Services. Additional engineering services beyond the Contract Scope of Services shall be authorized in writing by the Owner before the Consultant shall proceed. Additional fees shall be based on the hourly rates by employee classification as established in Exhibit “A” to this Contract.

B. Basic Engineering Services

Design Phase Services:

Task 1 – Existing Watermain Locating Services

The Consultant plans to utilize the services of a sub-consultant for existing utility locating services for the existing water main. Utility locating services shall follow the scope of service as outlined in Exhibit “C”. Six (6) hydro-excavating locations are proposed throughout the corridor. The Consultant will coordinate with the locating company and survey the located water main as part of our topographic survey services.

Task 2 – Traffic Impact Study

The Consultant plans to utilize the services of a sub consultant for the Traffic Impact Study (TIS) and analysis for the project. TIS shall follow the scope as outlined in Exhibit “D”.

Task 3 – Geotechnical Investigation

The Consultant plans to utilize the services of a sub consultant for the soils investigation and analysis for the project. Soils investigation shall follow the scope as outlined in Exhibit “E”.

Task 4 – Phase 1 Environmental Site Assessment (ESA)

The Consultant plans to utilize the services of a sub consultant for Phase 1 Environmental Site Assessment (ESA) services for the project. Phase 1 ESA services shall follow the scope of services and cover the project extents as outlined in Exhibit “F”.

Task 5 – Wetlands Services

The Consultant plans to utilize the services of a sub consultant for wetland investigation services for the project design. Wetland services shall follow the scope and project extents as outlined in Exhibit “F”.

Task 6 – Topographic Survey & Boundary Establishment

The Consultant shall acquire survey data to support the preliminary and final designs for the project. The field survey shall include the roadway corridor, existing utility information, and tie-ins as depicted within Exhibit “B”. Surface features, break lines, trees greater than 12” in diameter, utility poles and adjacent streets shall be located for the topographic survey. LIDAR (Light Detection and Ranging) contours may be utilized for areas outside of the noted survey limits. Elevations on a 50-foot grid will be acquired and contours drawn to 1-foot contour grid. Utility information will be shown from field locates and mapping. The Consultant shall acquire right-of-way information to support the re-establishment of the existing right-of-way on existing SE Creekview Drive at the roadway tie-in location.

Task 7 – Existing Utility Information/Coordination

If available, as-built plans for area improvements shall be provided by the City to verify utility locations. The Consultant plans to coordinate with existing utility providers and will meet with them up to 2 times during the design portion of the project.

Task 8 – Storm Water Management Plan

The Consultant shall prepare a Storm Water Management Plan (SWMP) to determine storm sewer sizing for the proposed improvements as part of the check plan preparation.

Task 9 – Construction Drawing Preparation (Preliminary Plans)

The Consultant shall prepare preliminary construction drawings for approximately 1195 lineal feet of roadway extending north from the existing terminus of SE Creekview Drive. The plans shall show the proposed storm sewer, new sidewalk/trail (if any), proposed sanitary sewer main/services, proposed water main/services, preliminary pavement markings, and other design details within the construction limits.

The Consultant shall coordinate with the planned subdivision of the undeveloped property adjacent to the roadway corridor for utility services, driveways, etc. Preliminary plans and cost estimate shall be prepared and submitted to the City of Ankeny (and Iowa DOT, if applicable) to support the intended letting schedule for the project.

Task 10 – Construction Drawing Preparation (Check Plans)

Once preliminary plan comments are received from the City and/or the Iowa DOT, the Consultant shall proceed with preparation of check plans.

Utilizing the previously prepared field survey data, the Consultant shall prepare construction drawings for the proposed improvements. The consultant shall review the previously prepared geotechnical report and incorporate applicable recommendations into the plans.

The Consultant shall also work closely with the wetlands engineers to determine impacts to delineated wetlands (if any) and the course of action to either mitigate or avoid wetlands impacts.

Check plan sheet layout (and approximate sheet count) shall generally consist of the following:

- Title Sheet
- Details and Typical Sections
- Tabulations of Project Quantities and General Notes
- Plan and Profile Sheets w/longitudinal storm sewer
- Survey Reference Information
- Traffic Control/Staging Sheets
- Geometric Staking and Jointing Sheets
- Storm Sewer Cross-run Sheets
- Plan and Profile Sheets w/ water and sanitary sewer
- Striping & Permanent Signage Sheets
- Grading/Erosion Control Sheets
- Sidewalk Plan Sheets
- Cross Sections

Upon completion of check plans, the Consultant shall submit the plans and cost estimate to the Iowa Department of Transportation and City of Ankeny for review.

The Consultant shall prepare an “initial” Storm Water Pollution Prevention Plan (SWPPP) for the project, the City shall be responsible for implementation/monitoring.

The Consultant shall continue to coordinate with franchise utility providers along the corridor for utility relocations, if necessary.

Task 11 – Public Street Photometric Plan

The Consultant shall prepare a photometric plan for the new public street alignment. Photometric plan will show location of Mid-Am standard street lights with light levels shown. Photometric plan will be transmitted to Mid-Am so a proposal to install public street lights can be prepared for the City.

Task 12 – Construction Drawing Preparation (Final Plans)

Once the Consultant receives check plan comments from the City and the Iowa DOT, we will proceed with final plan preparation.

Final plan sheet layout shall generally consist of the following:

- Title Sheet
- Details and Typical Sections
- Tabulations of Project Quantities and General Notes
- Plan and Profile Sheets w/longitudinal storm sewer
- Survey Reference Information
- Traffic Control/Staging Sheets
- Geometric Staking and Jointing Sheets
- Storm Sewer Cross-run Sheets
- Plan and Profile Sheets w/ water and sanitary sewer
- Striping & Permanent Signage Sheets
- Grading/Erosion Control Sheets
- Sidewalk Plan Sheets
- Cross Sections

Consultant shall provide 3-D linework/breakline data in digital AutoCAD format for the contractor's use in bidding and machine control grading operations (if applicable) with the understanding the Consultant will require the contractor to sign an electronic file transfer agreement prior to transmittal.

Task 13 – Front End Contract Documents/Project Manual Preparation

The Consultant shall prepare front end contract documents (project manual) for use in the bidding process. Front end contract documents shall utilize City approved/provided contract, instructions, bond, Ankeny supplementals and any special requirements. Technical specifications shall reference Standard Urban Design Specifications (SUDAS).

Task 14 – Estimated Construction Costs

The Consultant shall prepare a statement of the total estimated construction costs for the project based on the designs developed. Estimated construction costs shall be prepared for the preliminary, check and final design plan turn-ins. The estimates shall be based on engineering judgment and will not represent a guarantee of the actual construction costs.

Task 15 – Permitting

The consultant shall also prepare IDNR construction permit applications for the proposed public water and public sanitary sewer improvements. The consultant shall prepare & submit the Notice of Intent and General Permit #2 to the Iowa DNR.

Task 16 – Bidding Services

The Consultant shall provide services for the public bidding of the proposed improvements. This shall include plan distribution, preparation of a plan holder's list and preparation of any necessary addendums.

Task 17 – Bid Letting Services

The Consultant shall attend one public bid letting for the project. Once bids are open, the Consultant will confirm the as-bid prices, prepare a bid tabulation, prepare contract documents and recommend award of contract to the Owner.

IV. TIME OF BEGINNING AND COMPLETION

Work under this contract to be performed by the Consultant for the Owner shall commence immediately upon execution of this Agreement by both the Consultant and the Owner. This fully executed Agreement will authorize the Scope of Services in Section III. The intent of the Owner and the Consultant is to complete the final design of SE Creekview Drive by Fall 2024, bid project in Winter 2024/25 and construct the project during the 2025 construction season.

Following is a general timeline of major tasks anticipated for the project;

Notice to Proceed	July 1, 2024
Preliminary Design	July – Sept. 2024
Final Design	October 2024
Letting	Winter 2024-25

Above schedule is intended to be target dates for tasks identified. Consultant (or their sub-consultants) is not responsible/liable for schedule related items outside of their control, including but not limited to access to project site, right-of-way negotiations, unanticipated site conditions, weather, etc.

V. FEES AND PAYMENTS

A. Fees

The Owner shall pay the Consultant for engineering services rendered under this Contract an amount based on the Consultant's labor costs and direct labor cost burden. The Consultant-incurred reimbursable expenses will be passed through directly to the Owner. A definition of each of the above follows:

1. Labor costs – salary and wages paid to all personnel engaged directly on the project including, but not limited to, engineers, project managers, planners, surveyors, designers, CADD technicians, estimators, observers, other technical personnel, typists and administrative staff.
2. Labor cost burden – customary and statutory benefits including, but not limited to, social security and Medicare contributions, unemployment taxes, excise and payroll taxes, workers compensation, health, pension and retirement benefits, sick leave, vacation and holiday pay applicable hereto.
3. Reimbursable Expenses – these costs are in addition to labor cost and labor cost burden, and are those expenses necessary to fulfill the terms of this Contract. They may include transportation and subsistence, reproduction, postage, photography and printing, computer services and miscellaneous costs. The Consultant shall submit with each monthly invoice a detailed listing of reimbursable expenses incurred.

The total engineering fee under this Contract shall be based on an hourly rate. The Owner will be furnished copies of Consultant's subcontracts. All reimbursable expenses shall be billed as "pass-through" and are part of the maximum not-to-exceed amount (unless specifically noted).

The sum to be paid to the Consultant for tasks in Section III, Scope of Services of this Contract, shall be a maximum not-to-exceed fee of \$ 177,500 (one hundred seventy-seven thousand five hundred dollars). Refer to Exhibit "I" for Staff hour/Fee Estimate.

B. Payments

Payments for the Consultant's engineering services shall be made monthly upon presentation of the Consultant's statement of services rendered on Owner's form.

Upon receipt of the invoice and review/approval by the Owner, the Owner shall promptly pay the Consultant for the engineering services rendered as indicated on the invoice. Invoices are due 30 days from date of invoice.

VI. INSURANCE

The Consultant shall maintain insurance to protect the Consultant from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the Consultant is legally liable. The minimum amounts and extent of such insurance is as follows:

1.	Professional Liability	\$ 2,000,000
2.	Vehicle Coverage	\$ 1,000,000 liability \$ 5,000 medical \$ 1,000,000 uninsured
	Property Damage	\$ 1,000,000 each accident
3.	Workmen's Compensation	\$ 100,000 each accident
4.	General Liability	\$ 1,000,000 each occurrence \$ 2,000,000 aggregate

VII. MISCELLANEOUS PROVISIONS

A. Use of Documents

All documents, including drawings, specifications, and electronic media prepared or furnished by the Consultant (and the Consultant's subsidiaries, independent professional associates, and sub consultants) pursuant to this Contract shall be the property of the Owner. Such documents are intended as instruments of service, as such, these documents are not intended or represented to be suitable for use or reuse by the Owner or others to complete the project, or for extensions of the project, or on any other project without written consent of the Consultant. Any use or reuse by the Owner will be at the Owner's sole risk, and without liability or legal exposure to the Consultant or to the Consultant's subsidiaries, independent professional associates, and sub consultants. The Owner agrees to defend, indemnify, and hold harmless the Consultant from any and all costs, expenses (including reasonable litigation costs), fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of such reuse or alteration by the Owner or liaisons acting through the Owner. Upon completion or other termination of this Contract, the Consultant shall deliver to the Owner machine reproducible copies of any and all materials pertaining to this Contract. For calculations, etc. on letter or legal size sheets, the copies shall be of a type possible to reproduce on a Xerox-type copier. For maps, drawings, sketches, plans, etc. not on such letter or legal size sheets, a photographically reproduced print shall be

provided as the machine reproducible copy mentioned above. No sheets shall exceed 11"x 17". The Consultant shall also provide CAD file in AutoCAD format upon completion of this Contract. The CAD file must be georeferenced to State-Plane Coordinates (NAD83 / Iowa South) and Sea Level Elevation (NAVD88) and contain the following information:

1. All utility pipe linework and points for structures and appurtenances, including manholes, intakes, cleanouts, aprons, hydrants, hydrant valves, mainline valves, and water shut offs (curb stops).
2. All pavement linework, including back of curb, driveways, sidewalks, trails, and shared use paths.
3. All right-of-way lines, property lines, existing easement lines, and proposed easement lines per original scope of boundary and topographic survey.
4. Streetlight poles, traffic signal poles, controller cabinets, handholes, and street trees, when applicable.

The Consultant's reuse of designs under this Contract is prohibited unless authorized by the Owner.

B. Changes in the Scope of Work

When there is a substantial change in the scope, complexity, or character of the work performed, or if the Owner requests the Consultant to alter the completion dates established, the specified fee as listed under Section V of this Contract will be reappraised. If the Consultant believes that he/she has been asked to perform work beyond the Scope of Services covered by this Contract or by a supplemental agreement hereto, he/she shall promptly notify the Owner, in writing, of his/her intention to make claim for such extra compensation. The Consultant shall not proceed with any such work until a supplemental agreement is fully executed, or written intent of said execution is provided.

C. Delays

The Consultant will notify the Owner in writing of any unusual delay, including the reason therefore, to his/her normal progress in completing the work under this Contract, either actual or prospective, and request an appropriate extension of time. Authorization for the time extension will be at the discretion of the Owner. If completion of the Consultant's work is delayed by events beyond the control of the Consultant, the established engineering fees and schedules of completion will be subject to review upon request by the Consultant to the Owner, accompanied by adequate substantiating data to justify a change.

D. Suspension and Termination of Contract

1. In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the Owner and the survivors.
2. The right is reserved by the Owner to terminate this Contract at any time, upon not less than fourteen (14) days written notice to the Consultant. The Consultant may also terminate this Contract on fourteen (14) days written notice.
3. In the event the Contract is terminated by the Owner without fault on the part of the Consultant, the Consultant shall be paid for work performed and delivered up to the date established in the termination notice.
4. The right is reserved by the Owner to suspend this Contract at any time. Such suspension may be affected by the Owner by giving the Consultant written notice, and will be effective as of the date established in the suspension notice. Payment of the Consultant's services will be made by the Owner for services performed to the date established in the suspension notice in accordance with Paragraph 3 above.
5. Should the Owner wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of one (1) year after such suspension, unless this period be extended by written consent of the Consultant. Reinstatement of the work within the one (1) year period shall be completed at the original contract price unless the scope of services has been revised.

E. Disputes

All claims, disputes, and other matters in question between the parties of this Contract arising out of or relating to this Contract or the breach thereof shall be initiated in the District Court for Polk County, Iowa, if the parties are unable to resolve such claims, disputes, or other matters in question by negotiation.

F. Responsibility for Claims and Liability

The Consultant shall indemnify and hold harmless the Owner from any and all claims and liabilities due solely to any negligent acts,

errors, or omissions of the Consultant, its members, employees, or agents.

G. General Compliance With Laws

The Consultant shall comply with federal, state, and local laws and ordinances applicable to the work as defined in Section III.

H. Subletting, Assignment, or Transfer

Subletting, assignment, or transfer of all or part of the interest of the Consultant is prohibited unless written consent is obtained from the Owner.

I. Forbidding the Use of Outside Agents

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

J. Employment of the Owner's Personnel

The Consultant shall not engage the services of any person or persons then in the employ of the Owner for work covered by this Contract without the written consent of the employers of such persons.

This Contract expresses the entire agreement between the parties, and no representations, promises, or warranties have been made by either of the parties that are not fully expressed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

OWNER
CITY OF ANKENY, IOWA

CONSULTANT
CIVIL DESIGN ADVANTAGE



Mark E. Holm, Mayor

Gary L. Reed, P.E.
President

ATTEST:

Michelle Yuska, City Clerk

EXHIBIT "A"

**Standard Fee Schedule
2023-2024
Civil Design Advantage, LLC**

<u>Classification</u>	<u>Billing Rate</u>	<u>Unit</u>
Principal / Senior Engineer	\$205 /	hour
Principal / Senior Land Surveyor	\$205 /	hour
Senior Engineer	\$196 /	hour
Engineer 8	\$179 /	hour
Engineer 7	\$167 /	hour
Engineer 6	\$154 /	hour
Engineer 5	\$143 /	hour
Engineer 4	\$131 /	hour
Engineer 3	\$118 /	hour
Engineer 2	\$106 /	hour
Engineer 1	\$98 /	hour
Senior Technician	\$152 /	hour
Technician 8	\$139 /	hour
Technician 7	\$129 /	hour
Technician 6	\$117 /	hour
Technician 5	\$108 /	hour
Technician 4	\$97 /	hour
Technician 3	\$84 /	hour
Technician 2	\$73 /	hour
Technician 1	\$60 /	hour
Senior Project Manager	\$191 /	hour
Project Manager 8	\$177 /	hour
Project Manager 7	\$161 /	hour
Project Manager 6	\$152 /	hour
Project Manager 5	\$144 /	hour
Project Manager 4	\$134 /	hour
Administrative 3	\$95 /	hour
Administrative 2	\$74 /	hour
Administrative 1	\$50 /	hour
Mileage	Current IRS Rate /	mile
Plots (Black & White)	\$1.75 /	sheet
Plots (Color)	\$35 /	sheet
Mylar Plots	\$15 /	sheet
Copies (Black & White)	\$0.10 /	page
Copies (Color)	\$0.75 /	page

EXHIBIT "B"

RISE PROJECT AREA EXHIBIT

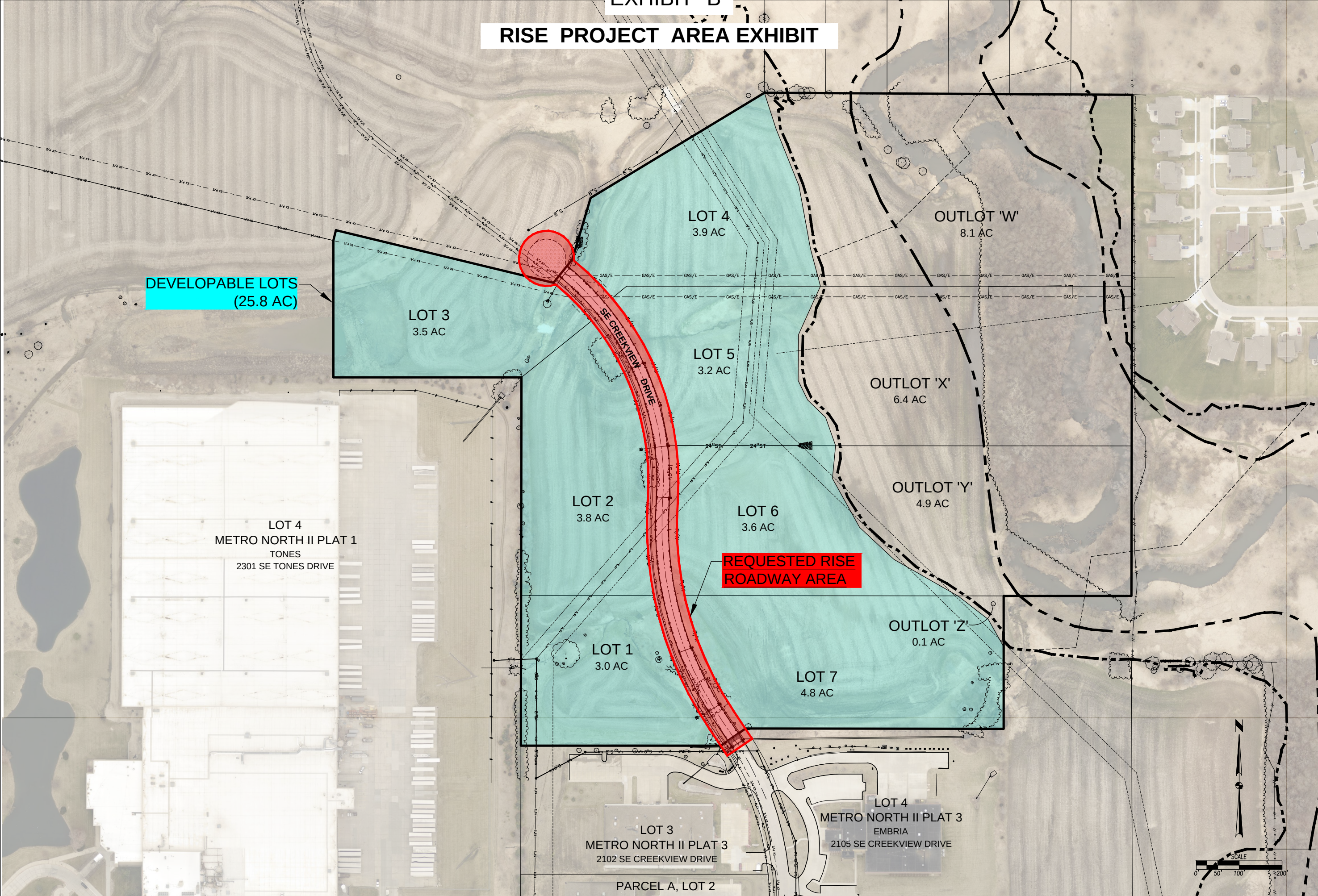


EXHIBIT "C"

ACCUJET LLC
913 Evelyn St
Perry, IA 50220
+1 5153608582
kyle@accujetiowa.com
http://www.accujetiowa.com



ADDRESS
CIVIL DESIGN ADVANTAGE LLC
4121 NW Urbandale Dr
Urbandale, Iowa 50322

Estimate 2530

DATE 06/06/2024

DATE	ACTIVITY	QTY	RATE	AMOUNT
	bid Pothole 6 locations for utility exploration at Metro North Business Park Expansion in Ankeny.	0	0.00	0.00
	Contractor Hydro-Excavate Hydro-Excavate 6 locations to expose utilities	6	392.00	2,352.00
	Contractor Labor / hour Labor to back fill holes after survey crew is done	6	225.00	1,350.00
	Contractor Materials back fill materials	6	40.00	240.00

Scope of Work:

Accujet will provide the labor and materials necessary to perform the work outlined in this contract. No work shall be done, except as specified or subsequently agreed to in writing. The scope of work recommended is based upon observations during our inspection and/or information shared by the customer contact. Any problems or failures in, or from un-serviced areas are not covered by this contract or warranty. We reserve the right to make modifications as necessary in our work or materials used. Any methods, materials or procedures discussed by our specialists are for general use only and individual circumstances may require modification during the installation process. Standard cleaning & televising includes two passes of jetter cleaning with one full camera inspection. Any cleaning or repairs needed beyond the standard cleaning & televising will be at an additional cost.

TOTAL **\$3,942.00**

Accepted By

Accepted Date

Disclaimer:

Although best inspection practices are used to address all potential issues, some unforeseen issues may be exposed. At this time work will not resume until a work/change order for additional costs is signed. Issues may include but are not limited to: Heavy root infiltration, collapsed pipe, misaligned pipe, massive defects, and protruding taps.

EXHIBIT "D"



Page 1

June 20, 2024

Eric Schulte, PE
Civil Design Advantage
4121 NW Urbandale Drive
Urbandale, Iowa 50322

**Re: Professional Services Agreement – Traffic
SE Creekview Drive Extension RISE Project – Ankeny, Iowa**

Eric Schulte:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Civil Design Advantage (hereinafter referred to as the "Client") for providing professional traffic engineering services. The proposed services will be provided in accordance with the terms and conditions set forth herein.

PROJECT UNDERSTANDING

The Client is seeking assistance with a Traffic Impact Study (TIS) for the proposed roadway extension. The goal of the TIS will be to determine the impacts of the future development, potential traffic mitigation to support the development, and to gain approval for the project from the City of Ankeny. It is understood that the Client is responsible for all other aspects of the project and Kimley-Horn will only provide traffic engineering services.

SCOPE OF SERVICES

This Agreement is specifically for traffic engineering services on the project. Kimley-Horn will provide the services specifically set forth below.

TASK 1 Traffic Impact Study

As part of Task 1, Kimley-Horn will prepare a TIS based on the City's Traffic Impact Study Requirements for Proposed Developments policy (2019) and will summarize the following information:

- Kimley-Horn will collect new traffic data where traffic data is not available. Data collection for a weekday 13-hour period (6:00 AM to 7:00 PM) will be collected. The identified study area intersections are:
 - SE Oralabor Road & I-35 Southbound Ramp (existing count, no new data collection)
 - SE Oralabor Road & I-35 Northbound Ramps (existing count, no new data collection)
 - SE Convenience Boulevard/Creekview Drive & SE Oralabor Road (new count)
 - Creekview Drive & Tones Drive (new count)
 - SE Oralabor Road & SE Four Mile Drive (existing count, no new data collection)
- Existing Transportation System. Summarize information for the existing transportation system, including existing roadway and intersection characteristics, and existing daily traffic volume information.

- Trip Generation, Distribution, and Assignment. Trip generation estimates will be prepared for the development based on the *ITE Trip Generation Manual, 11th Edition*. Trip generation will take into account undeveloped 79 acres to the north (Phase 2). Site traffic distribution and assignment for the development will be established based upon existing and future area demographics, existing and future area roadway systems, and the traffic counts collected during Task 1.
- Volume Development. Existing intersection turning movement volumes will be summarized and based on counts and trip generation estimates, seasonal land use adjustment factors, traffic volumes will be forecasted for the following scenarios:
 - Opening Year No-Build
 - Opening Year Build
 - Design Year No-Build
 - Design Year Build
 - Design Year Build + Phase 2
- Intersection Capacity Analysis. Intersection capacity analysis for the weekday AM and PM peak periods will be performed at the study intersections. The purpose of this analysis is to determine the appropriate intersection control and lane assignments of each intersection. If the results of the analysis indicate that roadway/intersection and site access improvements are necessary from a capacity and/or safety standpoint with a review of crash history, Kimley-Horn will identify the types of improvements required to support the proposed roadway extension and development.
- Signal Warrant Analysis. A signal warrant analysis will be completed at SE Orallabor Road & SE Four Mile Drive to determine if the intersection would meet MUTCD signal warrants.
- Turn Lane Need and Queue Assessment. Kimley-Horn will evaluate the need for turn at all study area intersections. The need for turn lanes will be based on the total traffic assignment estimated as part of the volume development. Additionally, the 95th percentile queue lengths will be compared to the provided storage of existing turn lanes.
- Document Study Results. A preliminary traffic memorandum documenting the TIS assumptions will be submitted to the city prior to the completion of the draft traffic report. An electronic copy (.pdf) of the draft traffic report will then be completed that document the project information, traffic operations, turn lane/signal warrants, and mitigation recommendations will be prepared and submitted to the Client with models used for the analysis for review and comment. Kimley-Horn will then incorporate internal review comments and submit an electronic (.pdf) copy of the TIS to the Client.

TASK 2 Coordination

- Response to City Comments. Kimley-Horn will revise the traffic impact study to address technical review comments received from the City of Ankeny (if required). Due to the unknown nature of these comments, the revisions will be completed on a time-and-materials basis at our then-current hourly rates. Written authorization from the Client will be required prior to exceeding the hourly budget outlined below.
- Meetings. Kimley-Horn will attend and actively participate in project meetings with the Client, project team, municipalities, jurisdictional agencies, and other appropriate stakeholders to discuss, coordinate, and review project details. The number of meetings, their duration, and location (i.e., in person or online) are unknown. As such, Kimley-Horn will attend meetings, as needed, on an hourly time-and-materials basis according to our then-current hourly rates.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional data collection beyond what is included in Task 1
- Additional traffic analysis beyond what is included in Task 1
- Any item not specifically mentioned in our Scope of Services

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

SCHEDULE

Kimley-Horn will provide services as expeditiously as practicable to meet a mutually agreed upon schedule. The anticipated timeline for project milestones is outlined below.

- It is anticipated that data collection will take 2 weeks to complete from notice to proceed.
- The preliminary traffic memorandum could be completed in 2 weeks after successful data collection.
- Completion of a draft TIS to submit to the client for review in 3 weeks after City approval of the preliminary traffic memorandum.

FEES AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 for the total lump sum fee below. Task 2 will be completed on a labor fee plus expense basis with the estimated labor fee shown below. All permitting, application, and similar project fees will be paid directly by the Client.

TASK	DESCRIPTION	FEE	FEE TYPE
1	Traffic Impact Study	\$23,500	Lump Sum
2	Coordination	\$5,000 (estimated)	Hourly
TOTAL FEE		\$28,500	

Kimley-Horn will not exceed the total estimated labor fee shown in Task 2 without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Task 1 lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Civil Design Advantage.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you want us to proceed with the services, please have an authorized person sign this Agreement below and return it to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
Brian Wurdeman
Associate

By: 
Jacob Rojer
Project Manager

Civil Design Advantage

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

EXHIBIT "E"

ALLENDER BUTZKE ENGINEERS INC.

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.



SCOPE AND COSTS FOR PROFESSIONAL SERVICES

PROJECT NAME: SE Creekview Drive Extension **PN:** 241206
PROJECT ADDRESS: SE Creekview Drive – east of Tones
Ankeny, Iowa
CLIENT: Civil Design Advantage - Attn: Gary Reed, P.E.
ADDRESS: 4121 NW Urbandale Drive
Urbandale, IA 50322

SCOPE: Geotechnical Exploration - Mobilization with all-terrain mounted drilling equipment and support vehicle, contact Iowa One Call for utility locates, drill and sample 4 soil borings 10 to 25 feet deep (55 feet total), laboratory testing (includes moisture contents, dry densities, unconfined compression tests, and 2 Atterberg limits, 2 grain size, and 2 standard Proctor tests for soil classification), engineering analysis, and written report.

COMPENSATION TERMS: Total cost for above scope of services will be \$5,900.00. Boring depths can be adjusted at a rate of \$30.00 per lineal foot. Unit rates for soil classification tests, \$130.00 per Atterberg limits, \$187.00 per grain size, and \$212.00 per standard Proctor tests, if different total tests were conducted as listed above. Consultation subsequent to completion of report will be billed at current engineering rates. CDA to stake the boring locations at the site prior to utility locations and drilling, the costs of which are not included in the above fee.

REMARKS: Field exploration could be scheduled to be conducted within one to three weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations can be available one week after drilling, followed one to two weeks later with the written report. ABE will contact Iowa One Call for public utility locates. Any private utilities, if present, are to be located by others and should be properly marked prior to the drill crew arriving at the site, the cost of which is not included in the above fee.

PROPOSED BY ABE INC.

By:

Stacy G. Brocka, P.E.

Title: Principal Engineer

Date: April 18, 2024

Email – Above

ABE PN 241206

**Proposed Soil
Boring Locations
4.18.24 sgb**

ABE PN 241206

**Proposed Soil
Boring Locations
4.18.24 sgb**

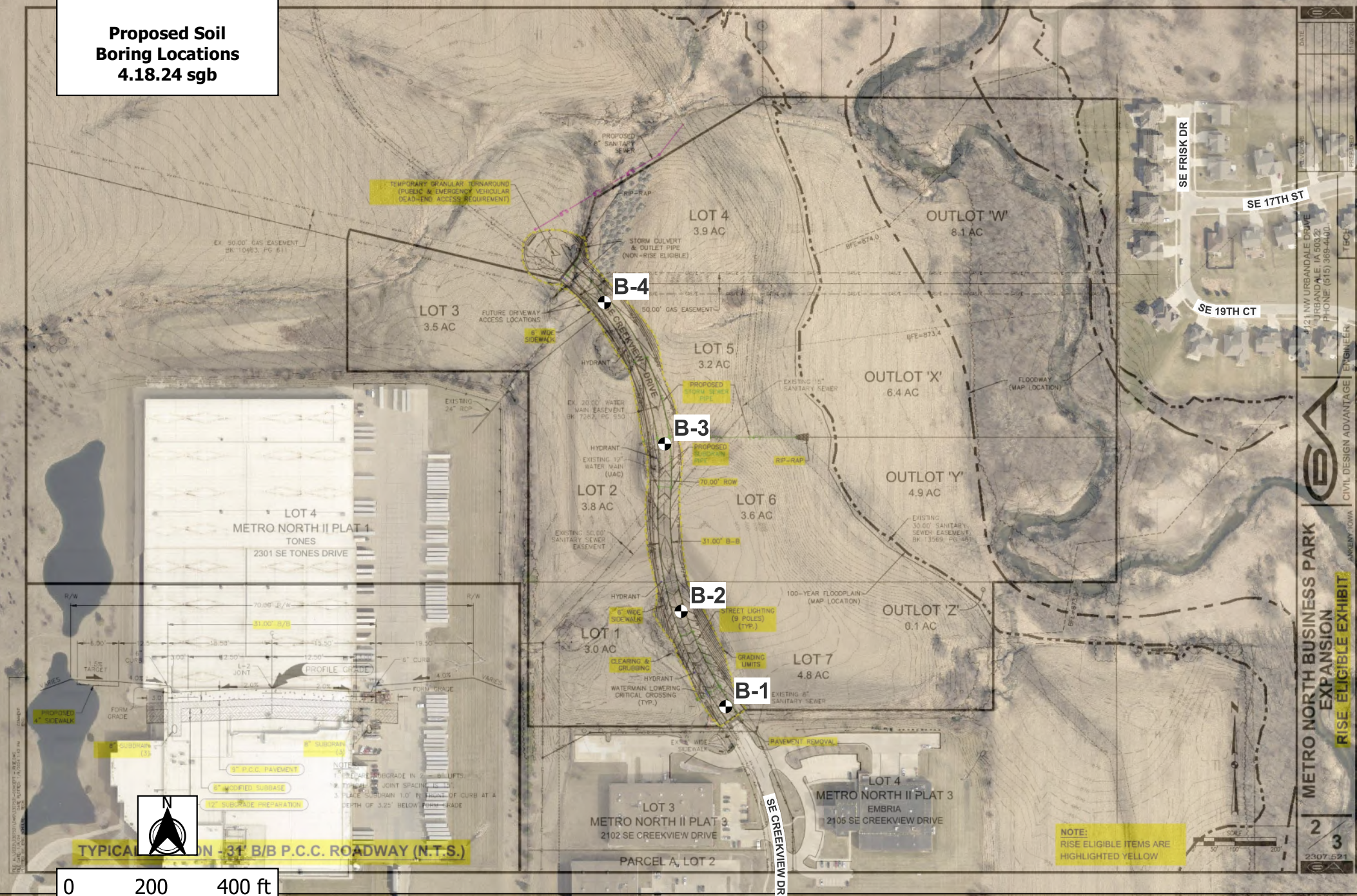


EXHIBIT "F"



April 19, 2024

Gary L. Reed, PE
Civil Design Advantage
4121 NW Urbandale Drive
Urbandale, IA 50322

*Subject Proposal for Environmental Investigations
 SE Creekview Drive Extension
 Ankeny, Polk County, Iowa*

Emmons and Olivier Resources, Inc. (EOR) appreciates the opportunity to provide environmental investigation services associated with the proposed improvements to SE Creekview Drive in Ankeny, Iowa.

Scope of Services

Task 1 – Phase I Environmental Site Assessment (PIESA)

Emmons & Olivier Resources, Inc. (EOR) will provide Phase I Environmental Site Assessment (PIESA) reports for the proposed roadway expansion limits. The PIESEA reports will meet ASTM 1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The work tasks will include:

- Environmental records review
- City Directories
- Sanborn Fire Insurance Maps
- Interviews with site owners and PIESEA users
- FOIA requests to local authorities
- Site reconnaissance
- Report with findings

The client (and/or City) will need to provide:

- Contact information for a person to be interviewed as the PIESEA user
- Contact information for the site owners
- Names of parties that may rely on the report and should be listed in the reliance section of the report
- Contact information for others familiar with the property who should be interviewed for the PIESEA (optional)
- Property title information to be reviewed and included in the PIESEA (optional)

Task 2 – Wetland Investigation

EOR will compile and assess existing site information using web-based Geographical Information Systems (GIS). Data to review includes project location maps, National Wetlands Inventory maps, Web Soil Survey, and aerial photographs. Based on the results of this investigation, areas requiring field investigation will be identified.

Areas including potential wetlands and stream channels will be investigated according to the 1987 Corps of Engineers Wetland Delineation Manual and the 2010 Midwest Regional Supplement. All potentially jurisdictional areas will be field reviewed for hydrophytic vegetation, hydric soils, and wetland hydrology. Field identified wetlands will be GPS recorded and flagged, if requested by the client. Delineation information will be recorded on Wetland Determination Data Forms: Midwest Region.

A technical report will be prepared to summarize the quantity and extent of jurisdictional waters of the proposed project area. The report will include delineated acreage, an assessment of adjacency, an assessment of the drainage resources, a location map of identified jurisdictional waters, data sheets documenting field findings, and a photographic record of site conditions.

Task 3 – Section 404 Permitting Assistance

EOR will provide planning, coordination, and Section 404 preparation and submittal assistance to guide the project through the 404 Permitting process. Sub-tasks may include development of a Joint Application form, planning and facilitation of a Pre-Application Meeting with the relevant resource agencies, development of an alternatives analysis and avoidance and minimization measures, if required. EOR will coordinate and attend meetings with project team members including the client and consulting engineers, as necessary.

Schedule

We would be able to initiate the above-described activities upon receipt of Notice-to-Proceed (NTP). We expect to be able to complete the work associated with these investigations within 60 days of NTP. We will remain available for on-call technical assistance throughout the project planning studies, should it be necessary.

Fees

The estimated maximum total cost for performing the above scope of services is \$8,500.00.

Task 1 – Phase I Environmental Site Assessment (PIESA)	\$2,500.00
Task 2 – Wetland Investigation	\$3,500.00
Task 5 – Section 404 Permitting Assistance	\$2,500.00

Conditions

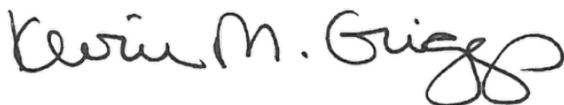
Items to be provided by the client include right-of-entry to all project areas to conduct field investigations. The client should also notify us of any restrictions or special requirements regarding the property or other required activities prior to the commencement of fieldwork.

This proposal does NOT include the following services: National Environmental Policy Act documentation, Mitigation Design, or Monitoring, Floodplain Permitting, Section 10 consultation with the U.S. Fish and Wildlife Service, and archaeological/cultural inventory, testing, or mitigation.

Our invoices will be submitted monthly and upon substantial completion of project tasks. Our proposal is based on the information that you provided to us on April 17, 2024. Should conditions be encountered that necessitate major revisions and/or result in significantly higher costs, we will contact you before initiating this work or preparing a change order.

If this proposal meets your approval, please sign the Standard Service Contract on the previous pages and return an original to me. If you have any questions regarding this information, please contact me at 515.230.744. We appreciate the opportunity to be of service.

Sincerely,
Emmons & Olivier Resources. Inc.



Kevin M. Griggs, PWS, CWB
Senior Environmental Scientist

Exhibit “G”

Additional Services

The following is a list of services not included in the current scope of services or compensation. This list is provided to further define the agreement scope. The list includes, but is not limited to:

- Phase 2 Environmental Site Assessment Services
- Additional Topographic or Boundary Survey other than specified
- Wetland Mitigation Services
- Revisions/Monitoring of the Storm Water Pollution Prevention Plan (SWPPP)
- Subdivision Platting
- Separate Site Plan Preparation (impacts to adjacent sites are included in basic services and will be shown in roadway construction drawings)
- Traffic Studies, beyond traffic engineering described within agreement
- Structural Engineering
- Technical Specification Preparation beyond traffic signal special provisions (Refer to SUDAS)
- Franchise Utility Design
- Color Renderings
- Easement Document Preparation (outside of ROW, unless specified)
- Relocation Assistance
- Construction Services
- Construction Staking
- Construction Administration
- Construction Observation
- Extra Service items identified within sub-consultant agreements, unless otherwise indicated

EXHIBIT "H"

City of Ankeny Insurance Requirements for Professional Services

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

Attachment A

A) COMMERCIAL GENERAL LIABILITY

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

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.
5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

Exhibit "I"
SE Creekview Drive Extension (RISE)
Ankeny, Iowa

Estimate of Hours by Task/Employee Classification

		Principal	Land Surveyor	Project Manager	Project Engineer	Design Technician	CADD Operator	Construction Observer	Survey Field Crew	Clerical	Subconsultant Fee	Total Fee
Task 1 - Existing Watermain Locating Services	a			4	8				8		\$3,942	\$7,058
Task 2 - Traffic Impact Study	a			8	8						\$28,500	\$30,684
Task 3 - Geotechnical Investigation	a			2	2				4		\$5,900	\$7,246
Task 4 - Phase 1 Environmental Site Assessment (ESA)	a			2	2						\$2,500	\$3,046
Task 5 - Wetland Services	a			1	2	2			2		\$3,500	\$4,537
Task 6 - Topographic Survey & Boundary Establishment		1	8	8	8				40			\$12,029
Task 7 - Existing Utility Information/Coordination				2	8	8			4			\$3,014
Task 8 - Storm Water Management Plan				24	80							\$12,488
Task 9 - Construction Drawing Preparation (Preliminary Plans)		2		40	80	40				8		\$21,322
Task 10 - Construction Drawing Preparation (Check Plans)		2		40	120	80				8		\$30,722
Task 11 - Public Street Photometric Plan				1		8						\$1,227
Task 12 - Construction Drawing Preparation (Final Plans)		2		40	40	40						\$16,490
Task 13 - Front End Contract Documents/Project Manual Prep.		16		24	24					4		\$10,128
Task 14 - Estimated Construction Costs				24	24					4		\$6,848
Task 15 - Permitting		1		2	8					4	\$2,500	\$4,183
Task 16 - Bidding Services	b	4		4						4	\$1,500	\$3,284
Task 17 - Bid Letting Services				2	2					2		\$694
Design Services Subtotal (Task 1-17) =												\$175,000
Estimated Expenses =												\$2,500
Grand Total =												\$177,500

a By subconsultant.

b Assume 30 downloads at \$50 each

- Based on a Preliminary Estimated Construction Cost of = \$1,808,547.60

- Based on a Preliminary roadway length (LF) of = 1,290



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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 1, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- *Public Hearing - Permanent Electric Easement - Mid American Energy - 7/15/24 @ 5:30 p.m.*
- *Public Hearing - 2nd amendment - Interim Tower Lease Agreement with T-Mobile - 7/15/24 @ 5:30 p.m.*
- *Public Hearing - High Trestle Trail Experience Park - Phase 1 - 8/5/24 @ 5:30 p.m.*

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

July 1, 2024
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:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Request for Executive Session under Code Section 21.5.1 (i)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: <p>Consider motion to go into Executive Session, pursuant to the provisions of Iowa Code

Section 21.5, subparagraph (i) “To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session.”</p>

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available