



ANKENY CITY COUNCIL

Regular Meeting

Monday, June 20, 2022

5:30 PM

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro-Tem

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

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ELECTRONIC MEETING INFORMATION

<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtVHNxcWZFaK9PdZ09>

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 June 20, 2022 Agenda:

Action# B1-1. Consider motion to approve and accept the June 20, 2022 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. PH 2022-54 Request for voluntary urbanized annexation of certain territory owned by ATI Industrial, LLC, Tyler Investment Company, Inc., Polk County Aviation Authority, and Lloyd D. Linn.

Action# C1-1. Consider motion to close Public Hearing 2022-54.

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 6, 2022, as published, subject to correction, as recommended by the City Clerk.
- CA - 2** Receive and file minutes of the Plan and Zoning Commission meeting of May 17, 2022.
- CA - 3** Receive and file minutes of the Zoning Board of Adjustment meeting of May 3, 2022.
- CA - 4** Receive and file minutes of the Civil Service Commission meeting of May 9, 2022.
- CA - 5** Receive and file minutes of the Human Rights Commission meeting of May 26, 2022

- **Licenses and Permits**

- CA - 6** Consider motion to approve the issuance of liquor license(s) and/or beer / wine permit(s) in the City of Ankeny.

- **Finance/Budget**

- CA - 7** Consider motion to receive and file Financial Reports for May 2022.
- CA - 8** Consider motion to receive and file Building Permit Report for May 2022.
- CA - 9** Consider motion to receive and file Utility Report for May 2022.
- CA - 10** Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$24,100.00 with Nilles Associates, Inc. for construction engineering services on the Diamond Hills Greenway Stream Repairs project.
- CA - 11** Consider motion to approve Change Order No. 2, increasing the contract amount by \$6,900.00 to RedBud LLC for native vegetation maintenance as part of the 2022 Native Vegetation Maintenance project.
- CA - 12** Consider motion to approve Payment #2 in the amount of \$120,489.26 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street

Widening - NW Ash Drive to N Ankeny Boulevard project.

- CA - 13** Consider motion to approve Payment #1 in the amount of \$9,285.30 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.
- CA - 14** Consider motion to approve Payment #26 in the amount of \$19,169.55 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.
- CA - 15** Consider motion to approve Payment #1 in the amount of \$226,223.74 to Construct, Inc., for construction services on the 2022 PCC Reconstruction Program - SE Peachtree Drive project.
- CA - 16** Consider motion to approve Payment #10 in the amount of \$741,859.00 to Cramer & Associates, Inc., for construction services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
- CA - 17** Consider motion to approve Payment #3 in the amount of \$19,350.00 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
- CA - 18** Consider motion to approve Payment #14 in the amount of \$38,250.50 to FOX Strand, for engineering services on the Ankeny ASR project.
- CA - 19** Consider motion to approve Payment #20 in the amount of \$37,981.62 to Graphite Construction Group, Inc. for construction services on the Ankeny Senior Community Center.
- CA - 20** Consider motion to approve Payment #3 in the amount of \$479,341.55 to Gus Construction, for construction services on the NE Four Mile Drive RCB Culvert for Deer Creek project.
- CA - 21** Consider motion to approve Payment #1 in the amount of \$38,663.17 (for invoice #1) to Hydro-Klean, LLC for construction services on the 2022 CIPP Lining project.
- CA - 22** Consider motion to approve Payment #21 in the amount of \$36,645.47 to Kirkham Michael & Associates, Inc., for engineering services on the NE Four Mile Drive RCB Culvert project.
- CA - 23** Consider motion to approve Payment #3 in the amount of \$12,000.00 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. (Design) project.
- CA - 24** Consider motion to approve Payment #1 in the amount of \$37,477.50 to Nilles Associates, Inc., for engineering services on the Diamond Hills Greenway Stream Repairs project.
- CA - 25** Consider motion to approve Payment #3 in the amount of \$43,531.37 to On Track Construction, LLC, for construction services on the NW 36th Street and NW Weigel Drive Water Main (Construction) project.
- CA - 26** Consider motion to approve Payment #2 in the amount of \$3,605.25 to RedBud Landscaping, LLC for construction services on the 2022 Native Vegetation Maintenance Project.
- CA - 27** Consider motion to approve Payment #11 in the amount of \$108,114.16 to Reilly Construction Company Inc., for construction services on the West First Street Widening and Improvements - Phase 1 project.
- CA - 28** Consider motion to approve Payment #2 in the amount of \$336,560.06 to Sternquist Construction, for construction services on the SE Crosswinds Drive RISE - Phase

2 project.

CA - 29 Consider motion to approve the June 20, 2022 Accounts Payable. (Finance Committee: B. Bentz, Chp, J. Perry, J. Ruddy)

CA - 30 Consider motion to adopt **RESOLUTION** naming depositories for the City of Ankeny.

- **Personnel Items**

CA - 31 Consider motion to accept the Civil Service Commission certified lists for appointment to: Utilities Operator Assistant in the Municipal Utilities Department; Permits Technician in the Community Development Department; Engineering Technician II in the Municipal Utilities Department; Park Maintenance Technician II in the Parks and Recreation Department; and Groundskeeper II in the Parks and Recreation Department; subject to passing any further departmental requirements.

- **Community Development Items**

CA - 32 Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements for Grove Landing Plat 5.

CA - 33 Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in Grove Landing Plat 5.

CA - 34 Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Grove Landing Plat 5.

CA - 35 Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Moeckly Family Farm, LLC, located northeast of the intersection at NW 18th Street and NW Weigel Drive. (date of hrg: 7/5/22 @ 5:30 p.m.)

CA - 36 Consider motion to adopt **RESOLUTION** accepting final plat, letter of credit for erosion control, performance and maintenance bonds for paving and underground improvements, platted easements and warranty deed to streets, for Grove Landing Plat 6.

CA - 37 Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in Grove Landing Plat 6.

CA - 38 Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of street paving in Grove Landing Plat 6.

CA - 39 Consider motion to adopt **RESOLUTION** accepting Public Ingress/Egress Easements, located on a part of Lot 2, Aspen Ridge Commercial Plat 1; Parcel 2021-71 and 2021-72.

- **Engineering Items**

CA - 40 Consider motion to adopt a **RESOLUTION** accepting and approving documents for the acquisition of permanent water main easement for the North Ankeny Blvd. Water Main project in Ankeny, Iowa. (3625 N. Ankeny Blvd. - Central Iowa Hospital Corporation)

- **Capital Improvement Projects**

CA - 41 **Ankeny Parks Maintenance Facility Phase 1:** Consider motion to approve: a) The Architect's Certificate of Completion; b) **RESOLUTION** accepting the public improvement with All Star Concrete, LLC in the amount of \$774,938; and c) Retainage Payment #9 in the amount of \$4,000 which will be released 30 days after project acceptance.

CA - 42 **Wastewater Plant Partial Demolition:** Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with Con-Struct, Inc. in the amount of \$361,359.50; c) Change Order #3 for (\$6,700); d) Final Payment #5 in the amount of \$0.00 / Release of Retainage in the amount of \$11,702.98.

- **Administrative Items**

CA - 43 Consider a motion to enter into an agreement with the Iowa Civil Rights Commission (ICRC) from July 1, 2022- June 30, 2023 for the reimbursement of city staff time in processing discrimination claims referred to the ICRC

CA - 44 Consider motion to approve the renewal of the general insurance policy with Iowa Communities Assurance Pool (ICAP) for the policy year July 16, 2022 through July 15, 2023, with a premium amount of \$442,827.

CA - 45 Consider motion to approve the renewal of the crime and cyber policy with Travelers Casualty and Surety Company for the policy year July 16, 2022 through July 15, 2023, with a premium amount of \$60,750.

CA - 46 Consider motion to approve the renewal of the workers' compensation policy with Iowa Municipalities Workers' Compensation Association (IMWCA) for the policy year July 1, 2022 through June 30, 2023, with a premium amount of \$388,786.

CA - 47 Consider motion to adopt **RESOLUTION** authorizing the execution of one certain 28E Agreement by and between the City of Ankeny, Iowa, and Central Iowa Law Enforcement Agencies for Traffic Enforcement.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-47

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-47

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Approval of Ordinances:**

1. Ord 2110 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC from R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to 10 units per acre.

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2110, sending it on its final passage and publication as required by law.

2. Ord 2111 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Hardship

Land LLC from R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to single family.

Action# H2-1. Consider motion to accept third consideration of ORDINANCE 2111, sending it on its final passage and publication as required by law.

3. Ord 2112 An Ordinance amending Chapter 69 Parking Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 60.09 School Crossing Crosswalk, Section 69.10 No Parking on North and East Sides of Streets, Section 69.11 No Parking on Both Sides, and Section 69.16 No Passenger Loading or Unloading.

Action# H3-1. Consider motion to accept third consideration of ORDINANCE 2112, sending it on its final passage and publication as required by law.

4. Ord 2113 An Ordinance amending Chapter 65 Stop or Yield Required of the Municipal Code of the City of Ankeny, Iowa, by amending Section 65.02 School Districts.

Action# H4-1. Consider motion to accept third consideration of ORDINANCE 2113, sending it on its final passage and publication as required by law.

5. Ord 2114 An Ordinance amending Chapter 63 Speed Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 63.05 Special Speed Zones.

Action# H5-1. Consider motion to accept third consideration of ORDINANCE 2114, sending it on its final passage and publication as required by law.

6. Ord 2115 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending Section 41.10 throwing and shooting and adding a new Section 41.11 bow and arrow target shooting.

Action# H6-1. Consider motion to accept first consideration of ORDINANCE 2115.

7. Ord 2116 An Ordinance amending Chapter 152, Sidewalk Regulations, of the Municipal Code of the City of Ankeny, Iowa

Action# H7-1. Consider a motion to accept first consideration of ORDINANCE 2116.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Request for voluntary urbanized annexation of certain territory owned by ATI Industrial, LLC, Tyler Investment Company, Inc., Polk County Aviation Authority, and Lloyd D. Linn (PH 2022-54).

Action# J1-1. Consider motion to receive and file the April 21, 2022 Consultation Meeting Report.

Action# J1-2. Consider motion to adopt RESOLUTION annexing certain territory owned by ATI Industrial, LLC, Tyler Investment Company, Inc., Polk County Aviation Authority, and Lloyd D. Linn.

2. Proposed Agreement with Ankeny Chamber of Commerce
SummerFest 2022 Agreement

Action# J2-1. Consider a motion to adopt RESOLUTION approving an agreement between the City of Ankeny and the Ankeny Chamber of Commerce.

3. SE 3rd Street Utility Improvements - Phase 2 project
Professional Services Agreement with JEO Consulting Group, Inc.

Action# J3-1. Consider motion to approve the Professional Services Agreement with JEO Consulting Group, Inc. for design engineering services on the SE 3rd Street Utility Improvements - Phase 2 in an amount not to exceed \$106,780.00 and authorize the Mayor to execute said Agreement.

4. \$896,000 Master Services and Purchasing Agreement (General Fund)
Set Public Hearing

Action# J4-1.

Consider motion to adopt RESOLUTION fixing date for a public hearing on the proposition to authorize a Master Services and Purchasing Agreement payable from the General Fund in the principal amount of \$896,000 for personal property for use by the City, and providing for publication of notice thereof. (date of hrg: 7/5/22 @ 5:30 p.m.)

5. Proposed Letter of Agreement - A Cut Above Lawn Care & Landscaping
2022 South Zone A Mowing Services

Action# J5-1. Consider a motion to adopt RESOLUTION, approving a Letter of Agreement between the City of Ankeny and A Cut Above Lawn Care & Landscaping, for 2022 South Zone A mowing services.

6. Proposed Letter of Agreement - Stretch Property Management
2022 South Zone B Mowing Services

Action# J6-1. Consider a motion to adopt RESOLUTION, approving a Letter of Agreement between the City of Ankeny and Stretch Property Management, for 2022 South Zone B mowing services.

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

City Manager
City Attorney

- **Report of the Governing Body:**

Mayor

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

- **Future Council Agenda Items:**

- *Public Hearing - rezone Moeckly Family Farm, LLC - 7/5/22 @ 5:30 p.m.*
- *Public Hearing - \$896,000 Master Services & Purchasing Agmt - 7/5/22 @ 5:30 p.m.*
- *Regular Council Meeting - 7/18/22 @ 5:30 p.m.*
- *Regular Council Meeting - 8/1/22 @ 5:30 p.m.*

L. ADJOURNMENT

1. Adjournment

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



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2022-54: Request for voluntary urbanized annexation of certain territory owned by ATI Industrial, LLC, Tyler Investment Company, Inc., Polk County Aviation Authority, and Lloyd D. Linn.

EXECUTIVE SUMMARY:

ATI Industrial, LLC, Tyler Investment Company, Inc., Polk County Aviation Authority, and Lloyd D. Linn are the property owners of eight parcels totaling 159 acres (+/-) requesting to be voluntarily annexed into the City of Ankeny. The petitioned land is contiguous to the southeast quadrant of the Ankeny corporate limits—generally located east of the Ankeny Regional Airport, west of NE Berwick Drive, and a quarter-mile south of SE Oralabor Road. The annexation area includes the eight subject parcels and all adjacent road right-of-way to the centerline of the adjacent road (NE Berwick Drive and SE Four Mile Drive). The proposed voluntary urbanized annexation is within two miles of the City of Altoona.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

City Council initiated the Ankeny RMJ Annexation at their meeting on April 4, 2022.

The Plan and Zoning Commission recommended City Council approval of the Ankeny RMJ Annexation at their meeting on May 3, 2022.

PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan and Zoning Commission.

Consultation meeting held on April 21, 2022.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-54.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution
 P&Z Minutes
 Staff Report
 Aerial Map
 Annexation Map
 Annexation Exhibit
 Annexation Application
 Consultation Meeting Report



PUBLIC HEARING 2022-54

5:30 P.M.

JUNE 20, 2022

**PROPOSED ANNEXATION OF CERTAIN TERRITORY OWNED BY ATI INDUSTRIAL, LLC,
TYLER INVESTMENT COMPANY, INC., POLK COUNTY AVIATION AUTHORITY, AND
LLOYD D. LINN**

Mayor:

This is the time and place for a public hearing on the matter of annexation of certain territory owned by ATI Industrial, LLC, Tyler Investment Company, Inc., Polk County Aviation Authority, and Lloyd D. Linn

Layman's Description: Approximately 159 acres (+/-) of land contiguous to the southeast quadrant of the Ankeny corporate limits, generally located east of the Ankeny Regional Airport, west of NE Berwick Drive, and ¼ mile south of SE Oralabor Road.

Notices were mailed to affected property owners as required by law and notice of this hearing was published in the Des Moines Register on the 3rd day of June, 2022.

Mayor:

"Has any written correspondence been received on this proposed annexation?"

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 annexation."

After Report:

"Because this is an electronic meeting if there is anyone who wishes to be heard for or against this requested annexation, please indicate by raising your hand on the video conference call OR if you are connected by phone you may press star 9 (*9). When you are called upon, please give your name and address for the record."

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

- ☐ Consider **MOTION** to close public hearing PH 2022-54.

Mayor:

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

RESOLUTION

RESOLUTION ANNEXING CERTAIN TERRITORY OWNED BY ATI INDUSTRIAL, LLC, TYLER INVESTMENT COMPANY, INC., POLK COUNTY AVIATION AUTHORITY, AND LLOYD D. LINN

WHEREAS, the titleholders of the following described territory have made application for annexation of the same into the City of Ankeny, Iowa:

LEGAL DESCRIPTION:

A PART OF SECTION 32 AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31 ALL IN TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, 1961.43 FEET TO THE NORTHWEST CORNER OF OAKWOOD HEIGHTS, AN OFFICIAL PLAT; THENCE SOUTH ALONG THE WEST LINE OF OAKWOOD HEIGHTS, 1321.86 FEET TO THE SOUTHWEST CORNER OF OAKWOOD HEIGHTS; THENCE EAST ALONG THE SOUTH LINE OF OAKWOOD HEIGHTS, 1237.72 FEET TO THE WEST RIGHT OF WAY LINE OF NE BERWICK DRIVE; THENCE SOUTHEAST ALONG THE WEST RIGHT OF WAY LINE OF NE BERWICK DRIVE, 999.8 FEET TO THE NORTHEAST CORNER OF PAGLIAI COMPOUND PLAT 1, AN OFFICIAL PLAT; THENCE SOUTHWEST ALONG THE NORTHERLY LINE OF SAID PAGLIAI COMPOUND PLAT 1, A DISTANCE OF 471.13 FEET; THENCE SOUTHWEST ALONG SAID NORTHERLY LINE, 347.56 FEET; THENCE NORTHWEST ALONG SAID NORTHERLY LINE, 174.93 FEET; THENCE WEST ALONG SAID NORTHERLY LINE, 109.86 FEET TO THE NORTHWEST CORNER OF LOT 6, PAGLIAI COMPOUND PLAT 1; THENCE SOUTH ALONG THE WESTERLY LINE OF SAID PAGLIAI COMPOUND PLAT 1, A DISTANCE OF 228.24 FEET TO THE SOUTHWEST CORNER OF LOT 5, PAGLIAI COMPOUND PLAT 1; THENCE WEST ALONG THE NORTH LINE OF LOT 2, PAGLIAI COMPOUND PLAT 1, A DISTANCE OF 272.56 FEET TO THE NORTHWEST CORNER OF LOT 2, PAGLIAI COMPOUND PLAT 1; THENCE WEST ALONG THE NORTH LINE OF PARCEL 'K' OF THE SOUTH HALF OF SECTION 32 RECORDED IN BOOK 8718 PAGE 345, A DISTANCE OF 861.88 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 'K'; THENCE SOUTH ALONG THE WEST LINE OF SAID PARCEL 'K', 331.28 FEET TO THE NORTHEAST CORNER OF LOT 1, WANGSNESS PLAT 2, AN OFFICIAL PLAT; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 381.50 FEET TO THE SOUTHEAST CORNER OF PARCEL 2021-258 OF THE SOUTHWEST QUARTER OF SECTION 32 RECORDED IN BOOK 18970 PAGE 881; THENCE NORTH ALONG THE EAST LINE OF SAID PARCEL 2021-258, A DISTANCE OF 773.67 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2021-258; THENCE WEST ALONG THE NORTH LINE OF SAID PARCEL 2021-258, A DISTANCE OF 1510.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2021-258; THENCE SOUTH ALONG THE WEST LINE OF SAID PARCEL 2021-258, A DISTANCE OF 40.00 FEET; THENCE WEST ALONG THE SOUTH LINE OF THE CONDEMNATION RECORDED IN BOOK 13479 PAGE 477, A DISTANCE OF 74.86 FEET TO THE EAST LINE OF SECTION 31; THENCE SOUTH ALONG THE EAST LINE OF SECTION 31, A DISTANCE OF 138.16 FEET TO THE SOUTHEAST CORNER OF PARCEL 'G' OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31 RECORDED IN BOOK 7520 PAGE 595; THENCE WEST ALONG THE SOUTH LINE OF SAID PARCEL 'G', 264.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 'G'; THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL 'G', 537.86 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 'G'; THENCE EAST ALONG THE NORTH LINE OF SAID PARCEL 'G', 264.00 FEET TO THE EAST LINE OF SAID SECTION 31; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 521.21 FEET TO THE WEST QUARTER CORNER OF SECTION 32; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1319.48 FEET TO THE POINT OF BEGINNING. THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD.

LAYMAN'S DESCRIPTION:

Approximately 159 acres (+/-) of land contiguous to the southeast quadrant of the Ankeny corporate limits, generally located east of the Ankeny Regional Airport, west of NE Berwick Drive, and ¼-mile south of SE Oralabor Road.

WHEREAS, it is understood by the applicants that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described territory are to be installed at the sole expense of the developer of said territory; and

WHEREAS, it appears that the above-referenced owners are the only titleholders of the respective, above-described territory; and

WHEREAS, Section 368.5 of the Iowa Code provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all Polk County road right-of-way to the centerline of any adjacent road; and

WHEREAS, each owner of property that adjoins the territory has been notified 14 business days prior to the date of this resolution by regular mail and the Iowa Attorney General, Polk County Attorney, Chairperson of the County Board of Supervisors, Metropolitan Planning Organization, all affected public utilities, and each city within two miles of the territory have been notified 14 business days prior to the date of this resolution by certified mail and, further, notice of the proposed annexation was published at least 10 business days prior to the date of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny Iowa, that the above-described territory should be annexed and is hereby annexed to and made a part of the City of Ankeny, Iowa.

BE IT FURTHER RESOLVED by the City Council of the City of Ankeny, Iowa, that the City Clerk is hereby authorized and directed to obtain from the Iowa Secretary of State an acknowledgment of its receipt of the herein-referred to map and resolution; and the City Clerk is hereby authorized and directed to certify, upon the completion of such acts, the filing of the copies of map and resolution with the Polk County Recorder and the filing of the copies of the resolution, map and legal description of the territory involved with the Iowa Department of Transportation, all as provided in the Code of Iowa.

PASSED AND APPROVED this 20th day of June, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, April 19, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair G.Hunter called the April 19, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

PUBLIC HEARINGS

Item #6. ATI Ankeny Industrial LLC request for voluntary annexation into the City of Ankeny

D.Silverthorn reported ATI Ankeny Industrial LLC and three other property owners are requesting annexation into the City of Ankeny. He presented an exhibit showing the annexation area. He said the land totals approximately 159 acres, and is generally located west of NE Berwick Drive, east of SE Four Mile Drive and the Ankeny Regional Airport. He noted that the property is identified on the Future Land Use Map as Airport Business Park, Open Space or Low Density. He stated that upon annexation, the area will be initially zoned R-1, One-Family Residence District, consistent with all property newly annexed into the City of Ankeny. D.Silverthorn said that based on the most recent FEMA Flood Insurance Rate Maps, floodway exists within a portion of the proposed annexation area adjacent to Four Mile Creek. Staff will present a complete staff report at the next Plan and Zoning Commission meeting on May 3, 2022.

G.Hunter asked if there is a set timeframe for providing utilities on a voluntary annexation. E.Jensen said that there is no requirement with a 100% voluntary annexation. He commented that there are existing utilities in the area and staff will provide the information in their report at the next meeting.

Eric Bohnenkamp, 1615 SW Main Street, Ankeny on behalf of ATI Group, said he would answer any questions the Commission may have. There were no questions from the Commission.

Robert Stephenson, 7393 NE Berwick Drive, said he lives across the street from the proposed annexation area, specifically area 7 and 8 as shown on the exhibit. His concern is with the housing that currently exists across from his property. He stated if the plan is to clean up that particular area and place better housing on the property, it would be a win for the City of Ankeny and the residents who live along NE Berwick Drive.

Andy Swanson, 7516 NE Berwick Drive, said that they own about six acres of land that backs up to Four Mile Creek and asked if there are more details on the Airport Business Park and how it will affect property values in the area.

G.Hunter explained that at the next meeting on May 3, 2022, Staff will come back with a staff report to address the questions raised at this meeting.

E.Carstens said that this request is only for the annexation of the property. If the property is annexed into the City, there will be multiple steps before the land is developed, such as rezoning of the property, since it would come in zoned as R-1, not Business Park. During the rezoning process, the developer may present a conceptual plan but that is not something that is available at the annexation phase.

Andy Swanson inquired whether the Airport Business Park land use designation is located behind his property. D.Silverthorn responded sharing that the future land use designation directly behind Mr. Swanson's property is Open Space, which is to protect the Four Mile Creek. To the west of the Open Space it is designated as Airport Business Park land use and is generally no different than Office Business Park. The only real limitation is height

due to the proximity of the airport. Andy Swanson said his only other objection to the annexation is that there is a lot of wildlife in the area and informed the Commission that his property around Four Mile Creek is all considered forest preserve.

The Commission had no further questions.

Motion by T.Rapp to close the public hearing, and receive and file documents. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, May 3, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair G.Hunter called the May 3, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

BUSINESS ITEMS

Item #6. Request by ATI Industrial, LLC, Tyler Investment Company, Inc, Polk County Aviation Authority, and Lloyd D. Linn for voluntary annexation of property into the City of Ankeny

D.Silverthorn reported that the annexation is for 159 acres, generally located east of SE Four Mile Drive, west of NW Berwick Drive and south of SE Oralabor Road. The annexation area is owned by four property owners, ATI Industrial, LLC, Tyler Investment Company, Inc, Polk County Aviation Authority, and Lloyd D. Linn totaling eight parcels. He said it is a voluntary urbanized annexation request due to it being located within two miles of the City of Altoona. The annexation area is currently zoned as Low-Density Residential District and Agricultural Transition District on the Polk County Zoning Map, as well as the Polk County Future Land Use Map. He stated that The Ankeny Plan 2040 Comprehensive Plan is a guideline for future development and the area is located within the City of Ankeny Planning Boundary, and is currently identified as Airport Business Park in the western portion of the petitioned area adjacent to the Ankeny Regional Airport, Open Space in the central portion surrounding Four Mile Creek, and Low-Density Residential in the eastern portion along NE Berwick Drive. D.Silverthorn reviewed, in detail, the land use categories that are identified on The Ankeny Plan 2040 Land Use Map to help answer the questions that were brought up at the public hearing. He said if the annexation request would be approved, the entire area would come in as R-1 zoning, consistent with all other newly annexed land. He detailed information on how the area would be served by water, sanitary sewer along with drainage. D.Silverthorn said the proposed annexation complies with the regulations of the Code of Iowa, is consistent with City of Ankeny's annexation policy, and is identified as a future growth area in the Ankeny Plan 2040 Comprehensive Plan; therefore, staff is recommending that the Plan and Zoning Commission recommend City Council approval of the Ankeny RMJ Annexation.

The Commission had no questions.

The applicant/representative had no further information to provide.

Chair Hunter allowed a question by Andy Swanson.

Andy Swanson, 7516 NE Berwick Drive said at the last meeting he asked about the businesses that would be located behind his property. He then presented information that he took off of ATI Group's website related to the annexation area and said he is concerned about what type of businesses are going to be allowed on the property behind him.

Chair Hunter explained that the question before the Commission is only about annexing the land into the corporate limits of Ankeny. He said the zoning would be R-1, if the property is annexed. The property would then have to be rezoned along with platting and a site plan before it could be developed. E.Jensen shared that Mr. Swanson's comments would be well taken at the next step of development, which would be the rezoning stage, if the property is annexed.

Motion by T.Flack to recommend City Council approval of the Ankeny RMJ Annexation. Second by A.Renaud. Motion carried 6 – 0 – 1 (Abstain: T.Rapp).



*Plan and Zoning Commission
Staff Report*

Meeting Date: May 3, 2022

Agenda Item: Ankeny RMJ Annexation - Action
Report Date: April 26, 2022
Prepared By: Derek Silverthorn *ESC*
Associate Planner

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the Ankeny RMJ Annexation.

Discussion

ATI Industrial, LLC, Tyler Investment Company, Inc., Polk County Aviation Authority, and Lloyd D. Linn are the property owners of eight parcels totaling 159 acres (+/-) requesting to be voluntarily annexed into the City of Ankeny. The petitioned land is contiguous to the southeast quadrant of the Ankeny corporate limits—generally located east of the Ankeny Regional Airport, west of NE Berwick Drive, and a quarter-mile south of SE Oralabor Road. The annexation area includes the eight subject parcels and all adjacent road right-of-way to the centerline of the adjacent road (NE Berwick Drive and SE Four Mile Drive). The proposed voluntary urbanized annexation is within two miles of the City of Altoona.

Existing Polk County Zoning and Comprehensive Plan Land Uses

The petitioned area is currently zoned as Low-Density Residential District (LDR) and Agricultural Transition District (AT) on the Polk County Zoning Map, as well as the Polk County Future Land Use Map.

City of Ankeny Comprehensive Plan

The Ankeny Plan 2040 Comprehensive Plan is a guideline for future development, outlining community vision, goals, and objectives. The annexation area is located within the City of Ankeny Planning Boundary, and is currently identified as Airport Business Park (ABP) in the western portion of the petitioned area adjacent to the Ankeny Regional Airport, Open Space (OS) in the central portion surrounding Four Mile Creek, and Low-Density Residential (LDR) in the eastern portion along NE Berwick Drive.

Airport Business Park (ABP): This land use category is designed for the Ankeny Regional Airport and the immediately surrounding area, and is meant to protect the airport and airspace from incompatible land uses. Aircraft noise and other safety and environmental impacts make many land uses such as residential, schools, and churches incompatible. Uses that are more compatible to airport activity include industrial, business parks, and some other commercial activity. Consideration should be made for any future expansion of the airport.

Open Space (OS): This land use category includes land within the floodplain, contains wetlands, nature preserves, steep slopes, or significant tree cover. Typical uses include natural areas, land devoted to agricultural use or crop production, and very low-density residential development. Residential dwellings should be limited to no more than 1 dwelling unit per 20 acres. This land use also includes city-managed greenspace, such as greenbelts that have remained more natural and provide passive, low-impact recreational activities.

Low-Density Residential (LDR): This land use category is dominated by single-family detached dwellings with a typical density of 1 to 5 dwelling units per acre and may include the continuation of existing agricultural operations. Typical lot sizes will range from 7,500 to 15,000 square feet. Lots should include public or private street frontage and driveway access, and may also be served by an alleyway. Development in this area may include residential clustered developments; religious, educational, and institutional uses and structures; and public and private parks and recreational areas and structures.

Expected Development Scenario

The existing land uses in the proposed annexation area consist of government property, single-family residential, agricultural, forest reserve, and mobile home park. If annexed, the properties will be initially zoned R-1, One-Family Residence District, as is all newly annexed land. The current land uses may continue in their current capacities; however, any proposed development or redevelopment must align with the allowable uses in the R-1 zoning district (single-family residential, churches, schools, public facilities, or non-retail agricultural uses). If a property is to be developed as anything not allowed in the R-1 zoning district, appropriate rezoning will be required. Development concepts will be evaluated as part of the rezoning and platting processes to ensure that proposed development plans align with the Comprehensive Plan. Any proposed changes to the future land uses identified in the Comprehensive Plan would require a land use plan amendment prior to rezoning.

Water Main: Eight-inch water main exists along NE Berwick Drive north of the annexation area, and 12-inch water main exists along the western boundary of the annexation area which continues south along SE Four Mile Drive. The developer will be responsible for the construction of water main within their development; however, the City will provide cost participation for the oversizing of water mains that are 12-inch or larger and serve areas beyond the development. The SE Four Mile Drive Water Connection Fee District lies within the annexation area west of Four Mile Creek, which the developer will be required to pay upon future platting.

Sanitary Sewer: The 60-inch WRA Four Mile Interceptor exists within the annexation area, generally along Four Mile Creek, and any future development will require extension from this sewer. The annexation area includes the Oakwood Heights Mobile Home Park, identified as parcels 7 and 8 in the annexation exhibit. If the mobile home park chooses to connect to City-owned sanitary sewer from the Four Mile Interceptor, the sewer must extend east through the development to NE Berwick Drive in order to accommodate potential future development to the east of NE Berwick Drive. All sanitary sewer constructed within the development is the responsibility of the developer.

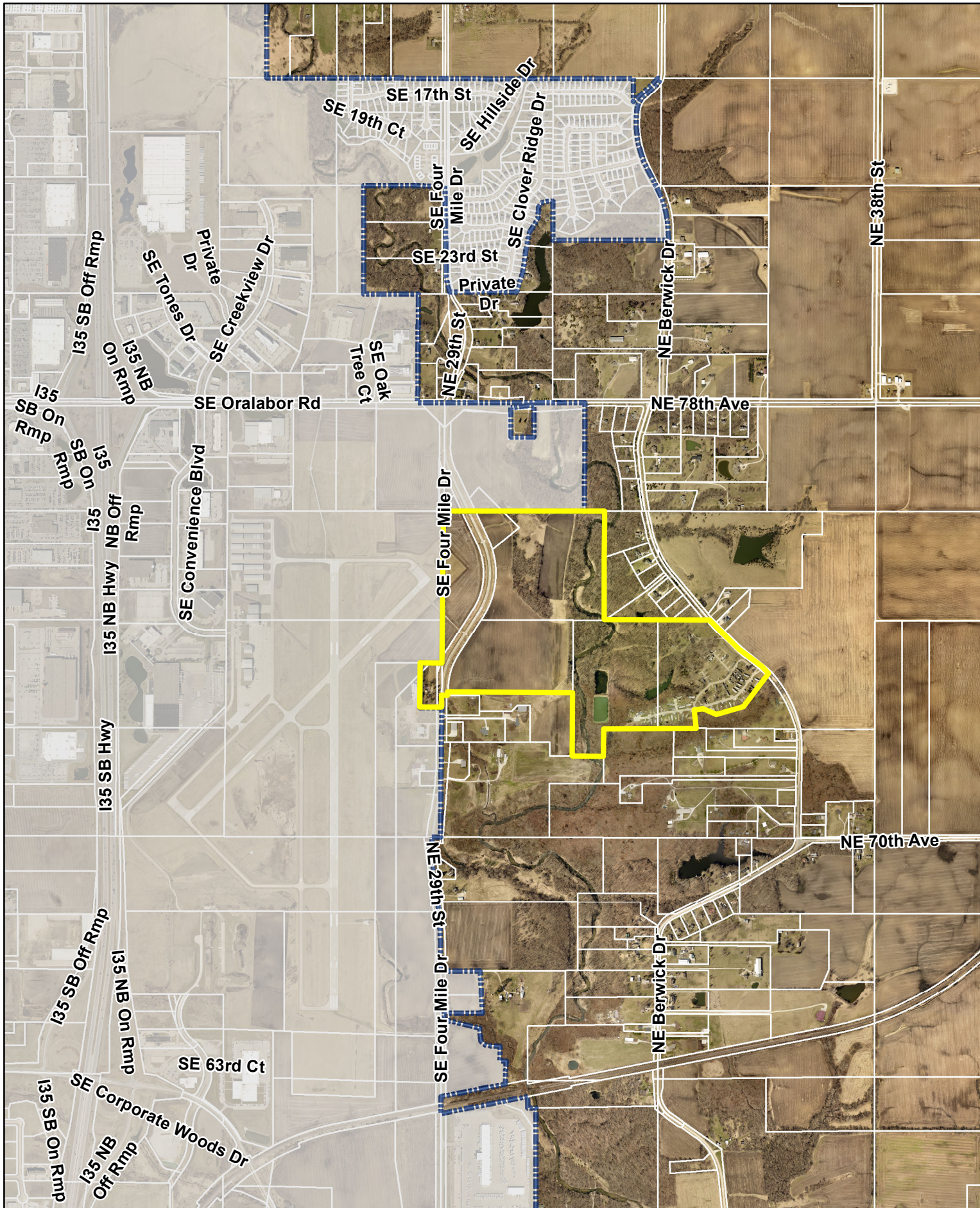
Drainage: The annexation area lies within the Middle Four Mile Creek Drainage Basin, with Four Mile Creek centrally located within the area. The FEMA Flood Insurance Rate Map, approved on February 1, 2019, indicates the surrounding area along Four Mile Creek within the 100-year floodplain, and several smaller portions within the 500-year floodplain. Stormwater within the annexation area generally flows into Four Mile Creek and continues south.

Consultation Meeting

A consultation meeting was held on April 21, 2022. Notice of the meeting was sent via certified mail to the Polk County Board of Supervisors and Douglas Township Trustees; and by regular mail to Polk County Planning & Development and Ankeny Community School District. Members in attendance at the consultation meeting were City staff and Clifford A. Leonard, 1421 W Washington Ave, Polk City, IA 50226. No written comments have been received by staff as of the date of this staff report. The parties invited to the consultation meeting are provided seven days from the date of the consultation meeting to submit written comments regarding the proposed annexation.

Summary

The proposed annexation complies with the regulations of the Code of Iowa, is consistent with City of Ankeny's annexation policy, and is identified as a future growth area in the Ankeny Plan 2040 Comprehensive Plan; therefore, staff is recommending that the Plan and Zoning Commission recommend City Council approval of the Ankeny RMJ Annexation.



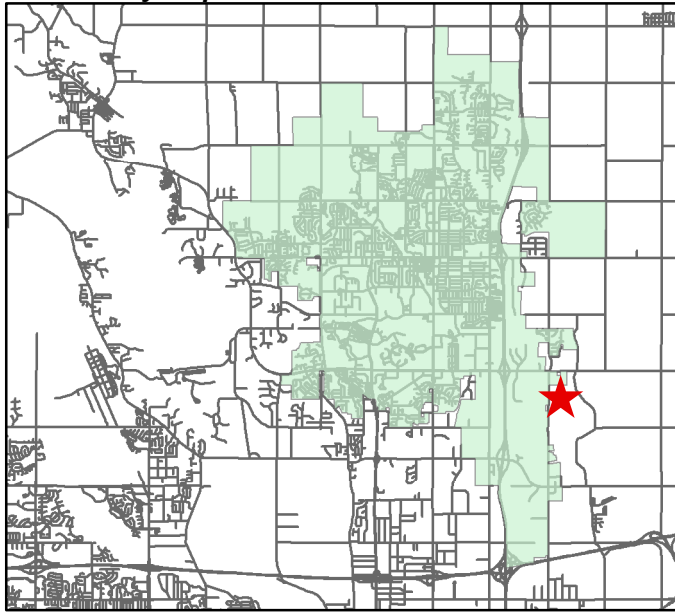
1 inch = 1,500 feet

Date: 3/29/2022

Ankeny RMJ Annexation



Vicinity Map



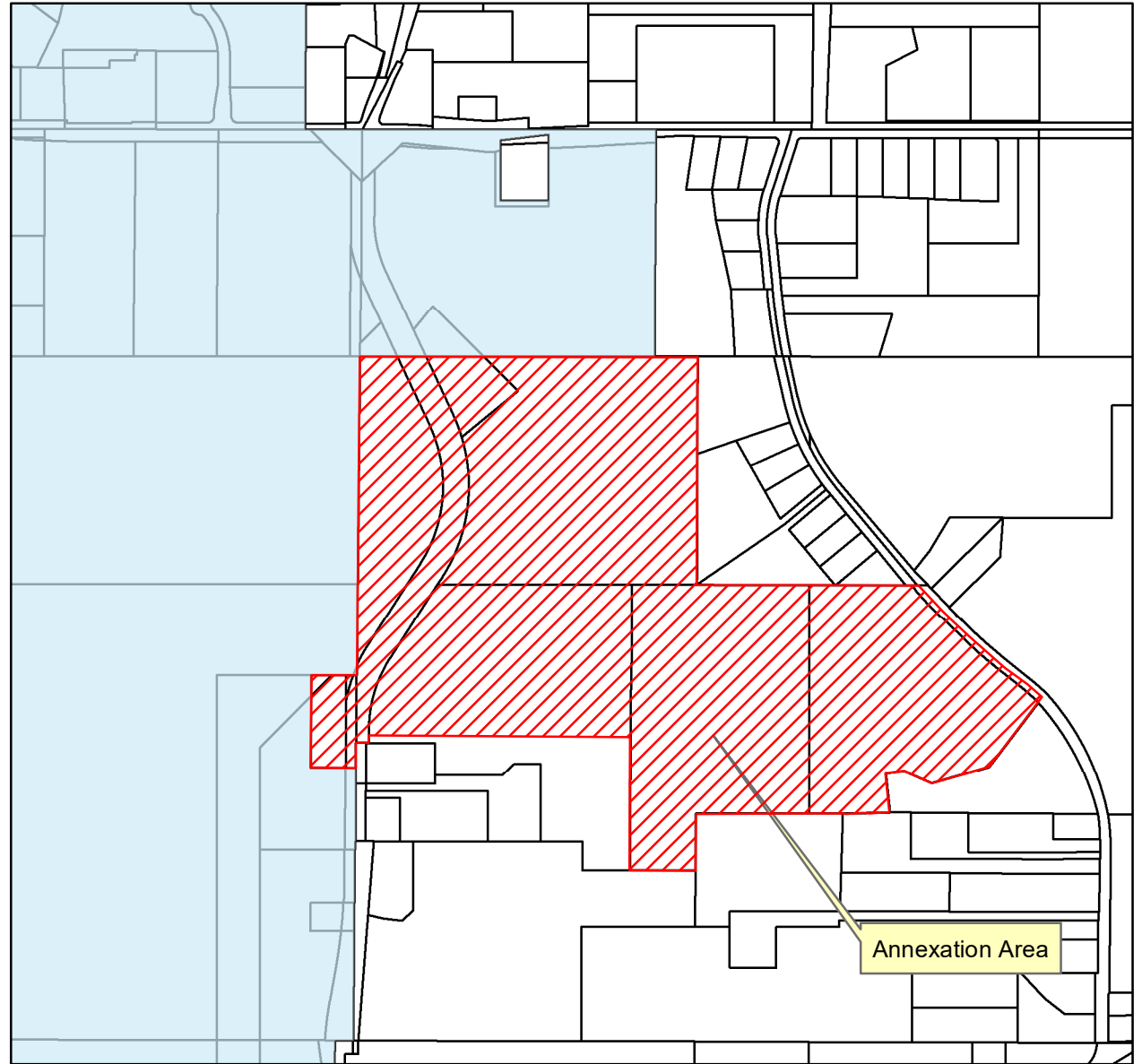
LEGAL DESCRIPTION:

A PART OF SECTION 32 AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31 ALL IN TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, 1961.43 FEET TO THE NORTHWEST CORNER OF OAKWOOD HEIGHTS, AN OFFICIAL PLAT; THENCE SOUTH ALONG THE WEST LINE OF OAKWOOD HEIGHTS, 1321.86 FEET TO THE SOUTHWEST CORNER OF OAKWOOD HEIGHTS; THENCE EAST ALONG THE SOUTH LINE OF OAKWOOD HEIGHTS, 1237.72 FEET TO THE WEST RIGHT OF WAY LINE OF NE BERWICK DRIVE; THENCE SOUTHEAST ALONG THE WEST RIGHT OF WAY LINE OF NE BERWICK DRIVE, 999.8 FEET TO THE NORTHEAST CORNER OF PAGLIAI COMPOUND PLAT 1, AN OFFICIAL PLAT; THENCE SOUTHWEST ALONG THE NORTHERLY LINE OF SAID PAGLIAI COMPOUND PLAT 1, A DISTANCE OF 471.13 FEET; THENCE SOUTHWEST ALONG SAID NORTHERLY LINE, 347.56 FEET; THENCE NORTHWEST ALONG SAID NORTHERLY LINE, 174.93 FEET; THENCE WEST ALONG SAID NORTHERLY LINE, 109.86 FEET TO THE NORTHWEST CORNER OF LOT 6, PAGLIAI COMPOUND PLAT 1; THENCE SOUTH ALONG THE WESTERLY LINE OF SAID PAGLIAI COMPOUND PLAT 1, A DISTANCE OF 228.24 FEET TO THE SOUTHWEST CORNER OF LOT 5, PAGLIAI COMPOUND PLAT 1; THENCE WEST ALONG THE NORTH LINE OF LOT 2, PAGLIAI COMPOUND PLAT 1, A DISTANCE OF 272.56 FEET TO THE NORTHWEST CORNER OF LOT 2, PAGLIAI COMPOUND PLAT 1; THENCE WEST ALONG THE NORTH LINE OF PARCEL 'K' OF THE SOUTH HALF OF SECTION 32 RECORDED IN BOOK 8718 PAGE 345, A DISTANCE OF 861.88 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 'K'; THENCE SOUTH ALONG THE WEST LINE OF SAID PARCEL 'K', 331.28 FEET TO THE NORTHEAST CORNER OF LOT 1, WANGSNESS PLAT 2, AN OFFICIAL PLAT; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 381.50 FEET TO THE SOUTHEAST CORNER OF PARCEL 2021-258 OF THE SOUTHWEST QUARTER OF SECTION 32 RECORDED IN BOOK 18970 PAGE 881; THENCE NORTH ALONG THE EAST LINE OF SAID PARCEL 2021-258, A DISTANCE OF 773.67 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2021-258; THENCE WEST ALONG THE NORTH LINE OF SAID PARCEL 2021-258, A DISTANCE OF 1510.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2021-258; THENCE SOUTH ALONG THE WEST LINE OF SAID PARCEL 2021-258, A DISTANCE OF 40.00 FEET; THENCE WEST ALONG THE SOUTH LINE OF THE CONDEMNATION RECORDED IN BOOK 13479 PAGE 477, A DISTANCE OF 74.86 FEET TO THE EAST LINE OF SECTION 31; THENCE SOUTH ALONG THE EAST LINE OF SECTION 31, A DISTANCE OF 138.16 FEET TO THE SOUTHEAST CORNER OF PARCEL 'G' OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31 RECORDED IN BOOK 7520 PAGE 595; THENCE WEST ALONG THE SOUTH LINE OF SAID PARCEL 'G', 264.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 'G'; THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL 'G', 537.86 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 'G'; THENCE EAST ALONG THE NORTH LINE OF SAID PARCEL 'G', 264.00 FEET TO THE EAST LINE OF SAID SECTION 31; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 521.21 FEET TO THE WEST QUARTER CORNER OF SECTION 32; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1319.48 FEET TO THE POINT OF BEGINNING. THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD.

Property Owners:

ATI Ankeny Industrial, LLC, Polk County Aviation Authority (PCAA),
Tyler Investment Co., Inc., & Lloyd D. Linn



Annexation Area

1 inch = 1,000 feet

Annexation Map

City of Ankeny

**Ankeny RMJ
Annexation**

City of Ankeny, Iowa
Community Development Department

Drawn By: RH

Sheet No.

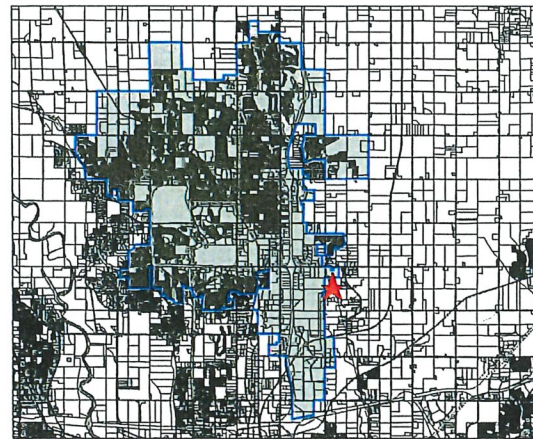
1 of 1

Checked by:

Date: March 25, 2022

Annexation Exhibit

FOR
ANKENY RMJ
Ankeny, Iowa



Vicinity Sketch

SUBJECT PROPERTY AREA

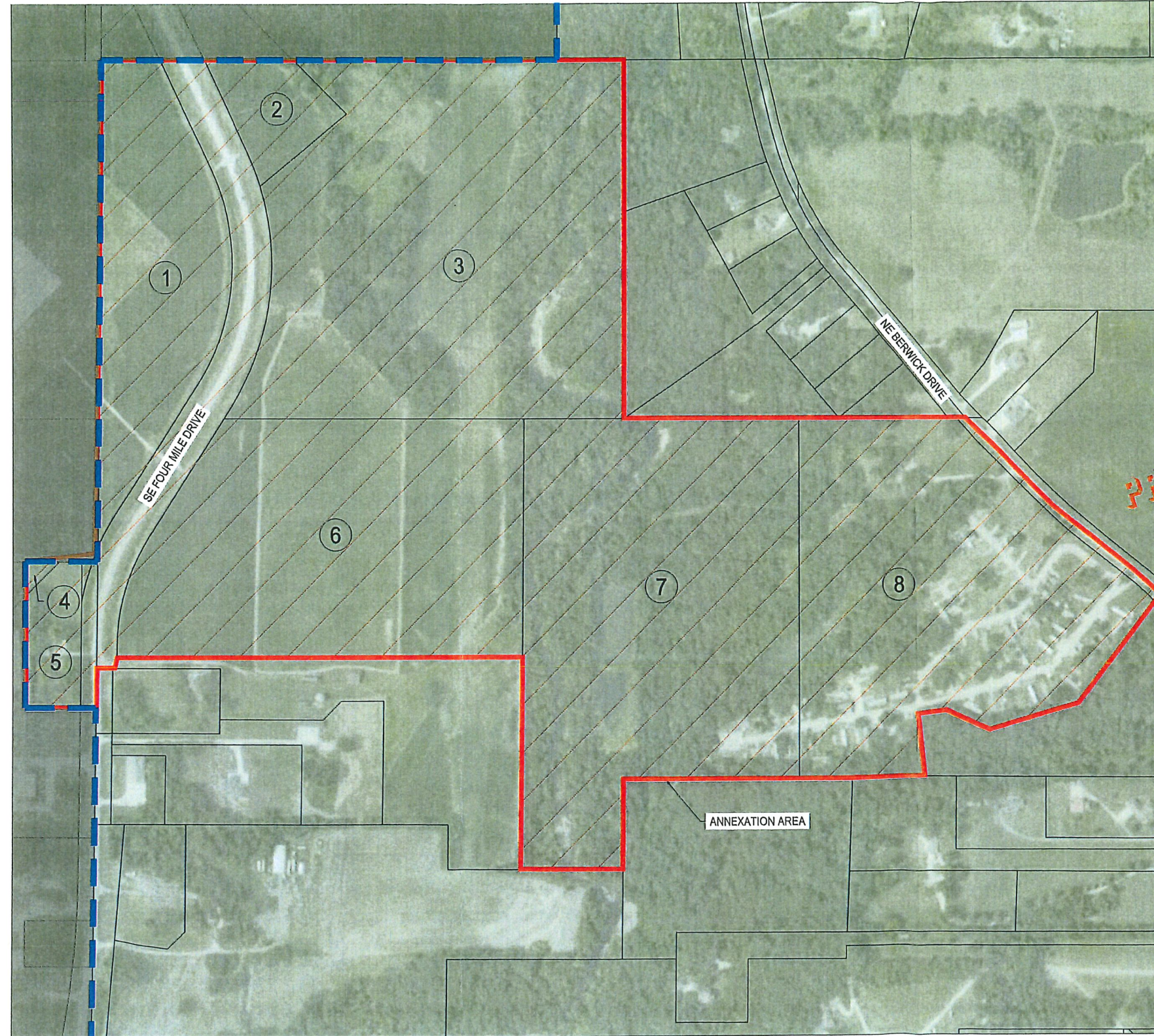
RECEIVED

MAR 30 2022

CITY OF ANKENY

ANNEXATION TABLE

Parcel Number	Name of Property Owner	Parcel Number
1	Polk County Aviation Authority	8023-32-152-001
2	Polk County Aviation Authority	8023-32-151-002
3	ATI Ankeny Industrial LLC	8023-32-151-003
4	Polk County Aviation Authority	8023-31-400-020
5	Lloyd D Linn	8023-31-400-033
6	ATI Ankeny Industrial LLC	8023-32-300-011
7	Tyler Investment Company Inc	8023-32-300-005
8	Tyler Investment Company Inc	8023-32-400-001



building strong communities.

1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

NOTICE:
McClure Engineering Company warrants only and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineering guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

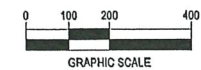
COPYRIGHT:
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PRELIMINARY

ANNEXATION EXHIBIT



NORTH



ANKENY RMJ
SITE PLAN

ANKENY, IOWA
TBD
AUGUST 31, 2021

ENGINEER
T. SMITH

CHECKED BY
C. SMITH

DRAWING NO.
1

DRAWN BY
TJS

FIELD BOOK NO.

SHEET NO.
1 / 1

ROLL CALL
Plan & Zoning Commission
Ankeny, IA

Date May 3, 2022

Ayes 7 Nays 0 Abstain 1 Absent 0

APPROVED
C. Hunter Chairperson
B. Stephens Secretary



bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. Attached hereto is a plat of such territory showing the situation thereof with reference to the existing limits of the City.

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned _____

Legal Description (attach, if lengthy) See Attached

Property Owner(s): ATI Ankeny Industrial, LLC
Address: 1615 SW Main Street Ste #207 Ankeny IA 50023
Address: _____
Phone #: 515-520-7851

Applicant / Contact B.J. Stokesbury
Address 1615 SW Main Street Ste #207 Ankeny, IA 50023
Phone #: 515-520-7851

Signed by: [Signature] Date: 1-18-22
(Property Owner) *

(Property Owners) Date: _____

(Property Owners) Date: _____

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

and: [Signature] Date: 1-18-22
(Applicant/Contact)

RECEIVED

FEB 24 2022

CITY OF ANKENY

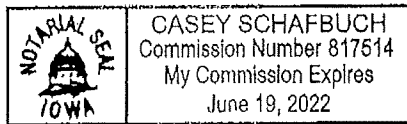
Original Signatures are Required

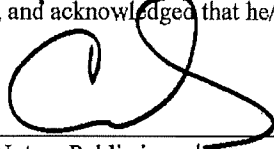
**If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.*

STATE OF IOWA

COUNTY OF POLK

On this 18th day of January, 2022, before me, a Notary Public in and for Polk County, personally appeared Bradly Stokesbury, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

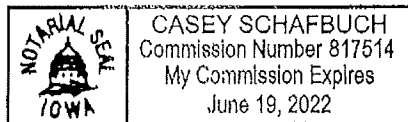


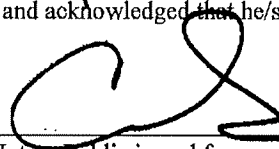

Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this 18th day of January, 2022, before me, a Notary Public in and for Polk County, personally appeared Bradly Stokesbury, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.




Notary Public in and for
Polk County, Iowa

ATI ANKENY INDUSTRIAL, LLC – DESCRIPTION PROVIDED TO ATTORNEY

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; LYING EAST OF THE ACQUISITION PLATS SHOWN IN THE CONDEMNATION RECORDED IN BOOK 13479 PAGES 477 - 545. THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND

THE WEST 20 ACRES OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA. THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND

ALL OF PARCEL 2021-228 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18970 PAGES 881 - 884 OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA. THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto is a plat of such territory showing the situation thereof with reference to the existing limits of the City.**

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned 7260 NE 29TH ST

Legal Description (attach, if lengthy) See Attached

Property Owner(s): Lloyd D. Linn
Address: 309 Court Ave #500
Address: Des Moines, IA 50309
Phone #: 515-778-0057

Applicant / Contact Lloyd D. Linn
Address 309 Court Ave #500
Phone #: Des Moines, IA 50309

Signed by: [Signature] Date: 1/19/2022
(Property Owner) *

Date: _____
(Property Owners)

Date: _____
(Property Owners)

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

and: [Signature] Date: 1/19/2022
(Applicant/Contact)

RECEIVED

FEB 24 2022

Original Signatures are Required

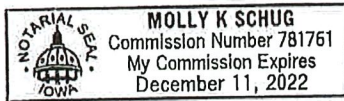
CITY OF ANKENY

**If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.*

STATE OF IOWA

COUNTY OF POLK

On this 19th day of January, 20 22, before me, a Notary Public in and for Polk County, personally appeared Wayne Linn, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Molly K Schug
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this 19th day of January, 20 22, before me, a Notary Public in and for Polk County, personally appeared Wayne Linn, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Molly K Schug
Notary Public in and for
Polk County, Iowa

LLOYD DEE LINN – DEED 8252 PAGE 925

THE NORTH 538.00 FEET OF THE SOUTH 800.03 FEET OF THE EAST 264.00 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

EXCEPT DEED IN BOOK 8842 PAGE 742

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 31, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., DOUGLAS TWP., POLK COUNTY, IOWA, AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 31; THENCE S 0°40'54" W- 521.19 FEET; THENCE N 89°53'08" W- 145.67 FEET TO THE POINT OF BEGINNING; THENCE S 45°02'29" W - 169.24 FEET; THENCE N 0°40'54" E, - 119.83 FEET; THENCE S 89°53'08" E-118.33 FEET TO THE POINT OF BEGINNING, CONTAINING 0.163 ACRES, MORE OR LESS



city of

Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. Attached hereto is a plat of such territory showing the situation thereof with reference to the existing limits of the City.

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned Property adjacent to SE Four Mile Drive, Polk County, Iowa.

Legal Description (attach, if lengthy) See Exhibit "A" attached.

Property Owner(s): Polk County Aviation Authority (PCAA)

Address: 410 West First St., Ankeny, IA 50021.

Address: _____

Phone #: (515) 965-6426

Applicant / Contact PCAA, Attn: Nick Osborne

Address 410 West First St., Ankeny, IA 50021.

Phone #: (515) 965-6426

Signed by: _____

Jeff Wangeren
(Property Owner) *

Date: February 17, 2022

Jeff Wangeren
(Property Owners)

Date: 3-10-22

Date: _____

(Property Owners)

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

and: _____

(Applicant/Contact)

Date: _____

RECEIVED

Original Signatures are Required

MAR 14 2022

Page 1 of 2

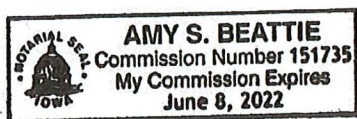
CITY OF ANKENY

**If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.*

STATE OF IOWA

COUNTY OF POLK

On this 10th day of March, 2022, before me, a Notary Public in and for Polk County, personally appeared Jeff Wangsness, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Amy S. Beattie
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this _____ day of _____, 20____, before me, a Notary Public in and for Polk County, personally appeared _____, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for
Polk County, Iowa

EXHIBIT "A"

POLK COUNTY AVIATION AUTHORITY – DEED 8842 PAGE 742

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 31, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., DOUGLAS TWP., POLK COUNTY, IOWA, AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 31; THENCE S 0°40'54" W- 521.19 FEET; THENCE N 89°53'08" W- 145.67 FEET TO THE POINT OF BEGINNING; THENCE S 45°02'29" W - 169.24 FEET; THENCE N 0°40'54" E, - 119.83 FEET; THENCE S 89°53'08" E-118.33 FEET TO THE POINT OF BEGINNING, CONTAINING 0.163 ACRES, MORE OR LESS

AND PART OF DEED IN BOOK 13479 PAGE 477

A PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 32; THENCE NORTH 0°24'11" EAST ALONG THE WEST LINE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4. A DISTANCE OF 1319.48 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 90°00'00" EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4. A DISTANCE OF 217.53 FEET; THENCE SOUTH 25°17'20" EAST, 440.97 FEET; THENCE SOUTHERLY ALONG A CURVE, CONCAVE WESTERLY, WHOSE RADIUS IS 825.00 FEET, WHOSE ARC LENGTH IS 834.44 FEET AND WHOSE CHORD BEARS SOUTH 3°41'13" WEST, 799.32 FEET; THENCE SOUTH 32°39'46" WEST, 566.03 FEET; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS IS 905.00 FEET. THOSE ARC LENGTH IS 134.45 FEET AND WHOSE CHORD BEARS SOUTH 28°24'24" WEST, 134.33 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 0°40'49" EAST ALONG SAID WEST LINE, 471.65 FEET TO THE POINT OF BEGINNING CONTAINING 13.62 ACRES (593,078 S.F.) AND IS SUBJECT TO EXISTING ROADWAY EASEMENT OF 2.39 ACRES (102,842 S.F.).

AND

A PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 32; THENCE NORTH 0°24'11" EAST ALONG THE WEST LINE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 695.00 FEET TO A POINT ON THE CENTERLINE OF RUNWAY 4/22 EXTENDED NORTHEASTERLY; THENCE NORTH 45°02'55" EAST ALONG SAID CENTERLINE, 953.30 FEET TO A POINT THAT IS 1200.00 FEET FROM THE END OF RUNWAY 22; THENCE SOUTH 44°57'05" EAST ALONG A LINE BEING PERPENDICULAR TO SAID CENTERLINE, 69.31 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 44°57'05" EAST, 280.69 FEET; THENCE SOUTH 50°45'33" WEST, 420.44 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 975.00 FEET, WHOSE ARC LENGTH IS 139.52 FEET AND WHOSE CHORD BEARS NORTH 21°11'22" WEST, 139.40 FEET; THENCE NORTH 25°17'20" WEST, 370.10 FEET TO A POINT ON SAID

NORTH LINE; THENCE NORTH 90°00'00" EAST ALONG SAID NORTH LINE, 335.81 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.09 ACRES (134,648 S.F.).



bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto is a plat of such territory showing the situation thereof with reference to the existing limits of the City.**

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned 7368 NE Berwick Dr,
Ankeny IA 50021

Legal Description (attach, if lengthy) See attachment

Property Owner(s): Tyler Investment Co., Inc.
Address: 7368 NE Berwick Dr, Ankeny IA 50021
Address: _____
Phone #: 515-480-0502

Applicant / Contact Thomas Tyler
Address 1211 NE 31st, Ankeny IA 50021
Phone #: 515-480-0502

Signed by: Thomas Tyler **Date:** 1/20/2022
(Property Owner) *

(Property Owners) **Date:** _____

(Property Owners) **Date:** _____

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

and: Thomas Tyler **Date:** 1/20/2022
(Applicant/Contact)

RECEIVED

FEB 24 2022

CITY OF ANKENY

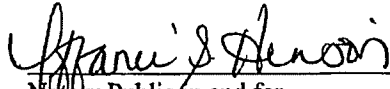
Original Signatures are Required

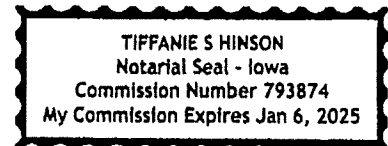
**If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.*

STATE OF IOWA

COUNTY OF POLK

On this 20th day of January, 2022, before me, a Notary Public in and for Polk County, personally appeared Thomas L. Tyler, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

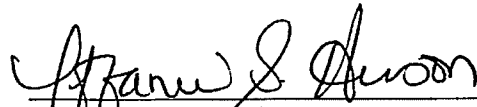

Notary Public in and for
Polk County, Iowa

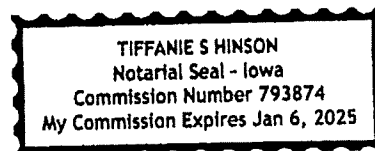


STATE OF IOWA

COUNTY OF POLK

On this 20th day of January, 2022, before me, a Notary Public in and for Polk County, personally appeared Thomas L. Tyler, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.


Notary Public in and for
Polk County, Iowa



Legal Description

THAT PART OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 32; THENCE WEST 1,036.83 FEET TO A POINT 278 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 32; THENCE SOUTH 1,653.55 FEET, ALONG A LINE PARALLEL TO THE WEST LINE OF THE EAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 32; THENCE EAST 380.91 FEET TO THE SOUTHWEST CORNER OF THE NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 32; THENCE NORTH 330.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 32; THENCE EAST ,1,139.50 FEET TO A POINT THAT IS 2,169 FEET WEST AND 1,332 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 7°40' WEST, 221 FEET; THENCE NORTH 32°20' EAST, 110.5 FEET; THENCE SOUTH 66°19' EAST, 175 FEET; THENCE NORTH 71°45' EAST, 356 FEET; THENCE NORTH 35°55' EAST, 472 FEET TO THE WEST RIGHT OF WAY LINE OF N.E. BERWICK ROAD; THENCE NORTHWESTERLY 999.8 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID BERWICK ROAD TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 32; THENCE WEST 590 FEET TO THE POINT OF BEGINNING; SAID REAL ESTATE CONTAINING 67.9 ACRES, NOW BEING IN AND FORMING A PART OF POLK COUNTY, IOWA.

Described another way, following are the two DPs (District/Parcels):

- 20000457000000 (7368 NE BERWICK DR, ANKENY, IA 50021)
- 20000451000000 (no address)

Notices mailed by certified mail to:

Polk County Board of Supervisors
County Administration Building
111 Court Avenue
Des Moines, IA 50309

JoAnn Adamson, Clerk
Douglas Township
3230 NE 78th Avenue
Ankeny, IA 50021

Kenneth C. Cairns, Trustee
Douglas Township
8918 NE 46th Street
Bondurant, IA 50035

June Campbell, Trustee
Douglas Township
2538 NE 102nd Avenue
Ankeny, IA 50021

Terry Adamson, Trustee
Douglas Township
3230 NE 78th Avenue
Ankeny, IA 50021

Notices mailed by regular mail to:

Bret VandeLune, Planning and Development
Manager

Polk County
5885 NE 14th Street
Des Moines, IA 50313

Dr. Erick Pruitt, Superintendent
Ankeny Community School District
Office of the Superintendent
306 SW School Street
Ankeny, IA 50023

Meeting Date: April 21, 2022 – 10:00 a.m.

Meeting Location: Ankeny Public Services Building, Conference Room C
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Attendance: Eric Carstens, Planning Manager, City of Ankeny
Derek Silverthorn, Associate Planner, City of Ankeny
Clifford Leonard, 1421 W Washington Avenue, Polk City, IA 50226

**Written Comments
Received:** None



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of June 6, 2022, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Minutes

MINUTES OF THE ANKENY CITY COUNCIL

Monday, June 6, 2022 5:30 PM

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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

PUBLIC FORUM

1. Melissa Cox, Ankeny Chamber of Commerce, shared information on upcoming events and the launch of the ankenysummerfest.com website.

APPROVAL OF AGENDA

1. Council Member Ruddy moved, Bentz seconded, to approve and accept the June 6, 2022 agenda as presented. Ayes: 5.

PUBLIC HEARINGS

1. PH 2022-50. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed 28E Agreement with Polk City, Iowa, regarding the renewal of an annexation agreement boundary. The Notice of Hearing on this proposal was published in the Des Moines Register on the 29th day of April, 2022.

Eric Jensen, Director of Community Development, reported that this is a second renewal of the annexation agreement with Polk City that was first adopted 20 years ago. This agreement re-establishes the current boundary line related to planning review and annexation between the City of Ankeny and the City of Polk City. The effectiveness of the agreement enforces State Law that allows communities to agree on a common line which neither would cross with non-consenting or involuntary annexations. This agreement boundary is consistent with the Ankeny Plan 2040.

Mayor Holm then asked for any public comment regarding the proposed amendment. Hearing no comments, Council Member Whiting moved, Ruddy seconded, to close public hearing 2022-50. Ayes: 5.

2. PH 2022-51. Mayor Holm announced this is the time and place for a public hearing on the matter of annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC. Layman's Description: Approximately 562.64 acres (+/-) of land in the northeast quadrant, generally located around the intersection of NE 126th Avenue and NE 22nd Street (NE Delaware Avenue) and approximately 21.52 (+/-) acres of land adjacent to petitioning parcels. Notices were mailed to affected property owners as required by law and notice of this hearing was published in the Des Moines Register on the 13th day of May, 2022.

Eric Jensen, Director of Community Development, reported that the owners of 19 parcels are requesting 584.16 (+/-) acres of land be voluntarily annexed into the City of Ankeny. The land currently petitioned for annexation is 562.64 acres. There are 10 non-consenting parcels that make up the remaining 21.52 acres of the annexation. The proposed annexation is located in

the northeast portion of the City and generally located around the intersection of NE 126th Avenue and NE 22nd Street (NE Delaware Avenue).

Mayor Holm then asked for any public comment regarding the proposed item. Mayor Robert Kramme, Alleman, Iowa voiced opposition to the annexation, sharing a map and letter. Kelly Grove, 2013 NE 126th Ave, Alleman, Iowa voiced opposition and concerns. Katie Grove, 2013 NE 126th Ave, Alleman, Iowa shared information and voiced concerns and opposition. Chris Seuntjens, 2075 NE 126th Ave, Alleman, Iowa shared photographs and voiced concerns and opposition. Kevin Huss, 1957 NE 126th Ave, Alleman, Iowa voiced opposition. Jeanne Uhl, 2350 NE 126th Ave, Alleman, Iowa shared Ankeny History and spoke in favor of the annexation. Dhoal Larjin, President, African Community Institute, 1906 Ingersoll Ave, Des Moines, Iowa advocated for Refugee Services in Ankeny. Council Member Shafer moved, Bentz seconded, to close public hearing 2022-51. Ayes: 5.

3. PH 2022-52. Mayor Holm announced 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 Bellagio Park Improvements project. Notice of this hearing was published in the Des Moines Register on the 20th day of May, 2022.

Nick Lenox, Director of Parks & Recreation, reported that the Bellagio Park improvements project includes grading, utilities, installation of PCC paving, and permanent seeding.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Bentz moved, Ruddy seconded, to close public hearing 2022-52 Ayes: Bentz, Ruddy, Perry, Shafer. Nays: Whiting.

4. PH 2022-53. Mayor Holm announced that 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 Rock Creek Greenway Trail Improvements project. Notice of this hearing was published in the Des Moines Register on the 20th day of May, 2022.

Nick Lenox, Director of Parks & Recreation, reported that The Rock Creek Greenway Trail Improvements project includes all materials, equipment, transportation, labor and coordination needed to complete the work associated with constructing a PCC trail. Improvements include demolition, grading and storm sewer pipe install, PCC trail, surface restoration, and miscellaneous associated work necessary to complete the project.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Whiting moved, Ruddy seconded, to close public hearing 2022-53. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of May 16, 2022, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of May 3, 2022.
3. Receive and file minutes of the Library Board of Trustee meeting of April 21, 2022.

Licenses and Permits

4. Issuance of Cigarette/Tobacco/Nicotine/Vapor Permits for July 1, 2022 – June 30, 2023.
5. Issuance of liquor license(s) and/or beer/wine permit(s) in the City of Ankeny.

Finance/Budget

6. Amendment No. 3 to the Professional Services Agreement increasing the contract amount by \$368,900.00 with HR Green, Inc. for Construction Phase Services on the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive.
7. Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$2,395.00 with HR Green, Inc. for additional construction engineering services for the S Ankeny Boulevard & Magazine Road Safety Improvements due to additional working days utilized by the prime contractor beyond the number allowed by contract.
8. Change Order #5 decreasing the contract amount by \$600.00 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.
9. Payment #1 in the amount of \$45,670.77 to Absolute Concrete Construction, Inc. for construction services on the NE 36th Street Reconstruction Project, I-35 to NE Four Mile Drive.
10. Payment #4 in the amount of \$2,850.00 to Con-Struct, Inc., for construction services on the Wastewater Plant Partial Demolition project.
11. Payment #2 in the amount of \$10,883.60 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
12. Payment #24 in the amount of \$35,283.97 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.
13. Payment #2 in the amount of \$474,840.40 to Gingerich Well & Pump Service, LLC, for construction services on the Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction project.
14. Payment #19 in the amount of \$202,712.95 to Graphite Construction Group, Inc. for construction services on the Ankeny Senior Community Center.
15. Payment #10 in the amount of \$24,295.65 to HR Green, Inc. for engineering services on the NE 36th Street Reconstruction Project, I-35 to NE Four Mile Drive.
16. Payment #2 in the amount of \$69,475.00 to HR Green, Inc., for engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.
17. Payment #12 in the amount of \$2,417.50 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 1 project.
18. Payment #10 in the amount of \$5,796.25 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.
19. Payment #6 in the amount of \$18,496.57 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.
20. Payment #15 in the amount of \$32,040.00 to MSA Professional Services, Inc., for engineering services on the NW 36th Street and NW Weigel Drive Water Main project.
21. Payment #2 in the amount of \$2,790.77 to RDG Planning & Design, Inc., for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
22. Payment #24 in the amount of \$2,347.80 to Shive Hattery for design\development services on the Ankeny Senior Community Center.
23. Payment #2 in the amount of \$1,430.35 to Short Elliott Hendrickson Inc., for engineering services on the N Ankeny Blvd Water Main project.
24. Payment #3 in the amount of \$6,974.75 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development project.
25. Payment #22 in the amount of \$19,841.08 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
26. Payment #15 in the amount of \$29,637.85 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
27. Payment #18 in the amount of \$2,233.50 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.

28. Payment #10 in the amount of \$104,345.95 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
29. Payment #20 in the amount of \$690.75 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 1 project.
30. Payment #18 in the amount of \$19,235.94 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
31. Payment #14 in the amount of \$5,248.19 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.
32. Payment #5 in the amount of \$1,344.25 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.
33. Payment #29 in the amount of \$17,701.29 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.
34. Payment #11 in the amount of \$33,853.25 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.
35. June 6, 2022 Accounts Payable by Fund: General 498,860; Hotel Motel Tax 178,657; Road Use Tax 264,817; Debt Service 35,676,822; Water 99,730; Water Sinking 4,965,842; Sewer 21,357; Sewer improvement 7,903; Golf Course 34,316; Enterprise Project 576,937; Revolving 61,494; Risk Management 19,358; Health 52; Capital Projects Funds 1,045,636; Payroll Totals 1,714,842; Transfers/ACH (178,659); Agenda Payments approved separately 1,419,859; Grand Total \$ 46,407,823.

Community Development

36. **RESOLUTION 2022-293** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Lot 3, Northpointe Village Center Plat 2 and associated with the development of the site plan at 2405 North Ankeny Blvd.
37. Preliminary approval of First Street Commons Plat 2; and authorize cost-participation request for 16-inch water main upsizing along E 1st Street in the amount estimated to be \$5,375.00.
38. **RESOLUTION 2022-294** waiving approval of the final plat for The Greens at Woodland Hills Plat 6.

Capital Improvement Projects

39. Ankeny Public Services Library Remodel: a) The Architect's Certificate of Completion; b) **RESOLUTION 2022-295** accepting the public improvement with Edge Commercial, LLC in the amount of \$3,937,732; and c) Retainage Payment #11 in the amount of \$196,886.60 which will be released 30 days after project acceptance.
40. S Ankeny Boulevard & Magazine Road Safety Improvements: a) Final Change Order #2, reducing the contract in the amount of \$9,320.37; b) Certificate of Completion; c) **RESOLUTION 2022-296** accepting the public improvements with All Star Concrete, LLC in the amount of \$477,757.63; and d) Final Payment #4 in the amount of \$26,665.48 / Release of Retainage in the amount of \$23,887.88.

Administrative

41. Agreement for Crossing Guard Services for the 2022-2023 school year between the City of Ankeny, the Ankeny Community School District and All City Management Services, Inc.
42. Amended Agreement between the City of Ankeny and Group Creative Services for the design, construction, and installation of a public art project, restroom facility, and shelter at the Northwest Irvinedale Drive trailhead.

Approval of Consent Agenda Items

1. Council Member Bentz moved, second by Ruddy, to approve the recommendations for Consent Agenda Items CA-1 through CA-42. Ayes: Bentz, Ruddy, Perry, Shafer, Whiting.

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2110.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC from R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to 10 units per acre. Council Member Ruddy moved, Whiting seconded, to accept second consideration of Ordinance 2110. Ayes: Ruddy, Whiting, Bentz, Perry, Shafer.
2. **Ord 2111.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC from R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to single family. Council Member Bentz moved, Whiting seconded, to accept second consideration of Ordinance 2111. Ayes: Bentz, Whiting, Ruddy, Perry, Shafer.
3. **Ord 2112.** An Ordinance amending Chapter 69 Parking Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 60.09 School Crossing Crosswalk, Section 69.10 No Parking on North and East Sides of Streets, Section 69.11 No Parking on Both Sides, and Section 69.16 No Passenger Loading or Unloading. Council Member Bentz moved, Whiting seconded, to accept second consideration of Ordinance 2112. Ayes: Bentz, Whiting, Ruddy, Perry, Shafer.
4. **Ord 2113.** An Ordinance amending Chapter 65 Stop or Yield Required of the Municipal Code of the City of Ankeny, Iowa, by amending Section 65.02 School Districts. Council Member Whiting moved, Ruddy seconded, to accept second consideration of Ordinance 2113. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer.
5. **Ord 2114.** An Ordinance amending Chapter 63 Speed Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 63.05 Special Speed Zones. Council Member Bentz moved, Whiting seconded, to accept second consideration of Ordinance 2114. Ayes: Bentz, Whiting, Perry, Ruddy, Shafer.

NEW BUSINESS

1. Annexation Agreement Boundary Renewal (28E) - City of Polk City, Iowa (PH 2022-50). Council Member Ruddy moved, Whiting seconded, to adopt **RESOLUTION 2022-297** authorizing the Mayor to sign a 28E Agreement renewing an Annexation Agreement Boundary with the City of Polk City, Iowa. Ayes: Ruddy, Whiting, Bentz, Perry, Shafer.
2. Voluntary urbanized annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley LLC. (PH 2022-51). Council Member Bentz moved, Whiting seconded, to receive and file the March 2, 2022 Consultation Meeting Report. Ayes: Bentz, Whiting, Perry, Ruddy, Shafer. Council Member Whiting moved, Ruddy seconded, to receive and file correspondence. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer. Council Member Ruddy moved, Whiting seconded, to adopt **RESOLUTION 2022-298** annexing certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley LLC. Ayes: Ruddy, Whiting, Bentz, Perry, Shafer.
3. Renewal of the Office Development Incentive Policy. Council Member Whiting moved, Bentz seconded, to adopt **RESOLUTION 2022-299** approving an Office Development Incentive Policy in the City of Ankeny, Iowa. Ayes: Whiting, Bentz, Ruddy, Perry, Shafer.
4. Bellagio Park Improvements (PH 2022-52). Council Member Whiting moved, Bentz seconded, to adopt 1) **RESOLUTION 2022-300** adopting plans, specifications, form of contract and estimate of cost \$288,175.00; 2) receive and file report of bids received May 31, 2022; 3) adopt **RESOLUTION 2022-301** making award of construction contract with Howrey Construction in the amount of \$296,850.00; and 4) adopt **RESOLUTION 2022-302** approving

contract and bonds with Howrey Construction in the amount of \$296,850.00. Ayes: Bentz, Ruddy, Perry, Shafer. Nays: Whiting.

5. Rock Creek Greenway Trail Improvements (PH 2022-53). Council Member Ruddy moved, Whiting seconded, to adopt 1) **RESOLUTION 2022-303** adopting plans, specifications, form of contract and estimate of cost \$125,294.00; 2) receive and file report of bids received May 31, 2022; 3) adopt **RESOLUTION 2022-304** making award of construction contract with Brothers Cleaning Corporation in the amount of \$112,905.00. Ayes: Ruddy, Whiting, Bentz, Perry, Shafer.
6. NW Irvinedale Elevated Storage Tank Project Professional Services Agreement with HDR Engineering, Inc. Council Member Ruddy moved, Whiting seconded, to approve the Professional Services Agreement with HDR Engineering, Inc., for the design engineering and bidding phase services on the NW Irvinedale Elevated Storage Tank Project in an amount not to exceed \$462,000.00 and the Mayor to execute said agreement. Ayes: Ruddy, Whiting, Bentz, Perry, Shafer.

ADJOURNMENT

1. Meeting was adjourned at 6:52 PM.

Michelle Yuska, City Clerk

Mark E. Holm, Mayor

Published in the Des Moines Register on 6/17/22.



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of May 17, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 P&Z Minutes 2022-05-17

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, May 17, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Vice Chair T.Rapp called the May 17, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the May 17, 2022 agenda without amendments. Second by L.West. All voted aye. Motion carried 6 – 0.

COMMUNICATIONS

Vice Chair T.Rapp asked to have the record reflect that members of the Commission received correspondence regarding Agenda Item #5 from David and Charlene Harmon and B&W Farms, LLC and petitions signed by multiple homeowners that will be received and filed as part of the public hearing.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the May 3, 2022 minutes of the Plan and Zoning Commission meeting.

Item #2. Kimberley Crossing Plat 2 Final Plat

Motion to recommend City Council approval of Kimberley Crossing Plat 2 Final Plat.

Item #3. First Street Commons Plat 2 Final Plat

Motion to recommend City Council approval of First Street Commons Plat 2 Final Plat; and recommend City Council authorization of cost-participation for 16-inch water main along E 1st Street in the amount estimated to be \$5,375.00.

Item #4. Courtyards at Harvest Ridge Plat 4 Final Plat and Courtyards at Harvest Ridge Plat 4 Site Plan

Motion to recommend City Council approval of the Courtyards at Harvest Ridge Plat 4 Final Plat.

Motion to approve the Courtyards at Harvest Ridge Plat 4 Site Plan, subject to City Council approval of the public improvement construction documents and recordation of the final plat.

Motion by T.Flack to approve the recommendations for Consent Agenda Items #1 - #4. Second by A.Renaud. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS

Item #5. J. Larson Homes, LLC request to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development

D.Silverthorn reported that the applicant, J. Larson Homes, LLC, requests to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development. The area subject to the proposed rezoning consists of 34.51 acres, and is located northeast of the intersection at NW 18th Street and NW Weigel Drive. He stated the subject property is currently zoned R-1, One-Family Residence District. The properties to the north and east are zoned R-1, while properties to the south are zoned R-2, One-Family and Two-Family Residence District, restricted to single-family residential and the properties to the west are zoned R-3, Multiple-Family Residence District, restricted to 10 units/acre; and C-1, Neighborhood Retail Commercial District. D.Silverthorn stated that the proposed rezoning generally aligns with The Ankeny Plan 2040 Comprehensive Plan Future Land Use Map, which indicates this property as Medium Density Residential. He presented the current Future Land Use Map and said

the land use designations are consistent with what would be around major collector and minor arterial streets. He noted examples of what type of housing you would typically see in Medium Density Residential areas. He stated that the purpose of the proposed rezoning to PUD is to facilitate single-family detached residential development that would otherwise not be allowed in the R-3 zoning district due to smaller lot widths, lot areas, and setbacks. He shared that the applicant is requesting 50-foot lot widths and 5,000 square foot lot areas. D.Silverthorn presented the PUD Master Plan, which generally outlines the plan for development and said that final designs are determined and approved during the final platting process. He explained that the PUD manual provides information on bulk regulations, architectural character, landscape screening, stormwater management, and utility services. The building elevations that are provided represent one- to two-story houses to be constructed with varying building materials, colors, and roof pitches. He said the developer has submitted rezoning petition owner signatures consisting of 100% of the land area subject to the rezoning, legal notifications were sent to surrounding property owners and published in the Des Moines Register and signage was posted on the property. D.Silverthorn addressed the correspondence that was received regarding this request; and noted that a petition from multiple surrounding property owners stated opposition to the rezoning, specifically asking that the lot widths be 65-foot not 50-foot as presented. He presented a map to the Commission of the proposed rezoning area, which specifically highlighted the parcels of the surrounding property owners who signed the submitted petition. Staff will present a complete staff report and recommendation at the next Plan and Zoning Commission meeting.

T.Flack asked if staff could provide examples of where within the City of Ankeny there are 50-foot lot widths. E.Jensen responded that staff will include that in their staff report.

A.Renaud inquired whether the withdrawal of the petition that was received, changed the percentage and how that affects this request. D.Silverthorn responded that the petitions as submitted were to initiate the process. The property owner who withdrew came after the process had been started, the publications were in place, so the public hearing had to be held.

Brent Culp, Snyder & Associates, 2727 SW Snyder Boulevard, representing John Larson, J. Larson Homes, LLC for the Brandywine PUD development. He stated that when their process for development begins they refer to the comprehensive plan to find out what the city's plans are for the property. He said with this project, they began with Medium Density Residential and then asked their client what their desires were for this development. He shared that with MDR designation allowing up to 12 dwelling units per acre, a developer is able to get 10-12 townhomes per acre on the property. He said they first looked at the west half of this development being townhomes and the east half, single family. Brent Culp said that the reasoning for the change in how they wanted to develop the property was due to the number of townhomes that already, or will be, surrounding this property. The decision was made to look at single family, Medium Density Residential. Brent Culp presented the Master Plan for the development, which showed single family, 50-foot wide lots. He noted that this change would get them 3.6 building units per acre, which is much better than 10-12 townhomes per acre. He commented that John Larson felt that it is a strong market for this product, especially with interest rates. He shared that they did complete a traffic impact study for this project. He provided information on roadways, utilities, and stormwater. He asked the Commission if they had any questions.

Dave Harmon, 1616 NW Pineview Circle, said he was representing the neighbors. He shared that he dropped off a petition, which was presented to the Commission. He said they are concerned with the size of the lots and the size of the houses that would be built across from their homes with this PUD. He stated that they believe the values of their homes will drop with the smaller homes across the road. Dave Harmon stated that they would like the property to stay R-1 and keep the 65-foot wide lots. He said they have a great neighborhood and great homes in their neighborhood. They would like to see a change in the rezoning proposal.

T.Rapp asked staff to respond in their report whether smaller homes across the road adversely affect home values. E.Jensen said staff has provided information before on values but typically it has been about multi-family housing and how it impacts surrounding property owners. He said staff will do some research as there are many things that affect property values. T.Rapp said appraisals have changed from years past. T.Flack brought up that there is definitely an education piece that is important on the different lot sizes within R-1, R-2, and R-3 zoning designations and examples of existing neighborhoods would be good to have.

A.Renaud said with narrower lot sizes, it brings to question snow removal, snow storage and less on-street parking. She does understand the importance of affordable housing and a mix of housing, but would like to know

the long-term implications from the Public Works department and does it create issues. R.Weisheit said he has observed area where the lots are smaller, there tends to be more cars being parked in the streets and it becomes an issue of congestion and safety. A.Renaud understands that with townhomes there are standards for additional parking but with the single family lots getting narrower, should there be additional standards for these types of developments. R.Weisheit asked staff if there has ever been a PUD that has allocated additional parking spots similar to a townhome development. E.Jensen said not for a single family detached development.

Motion by T.Flack close the public hearing, and receive and file documents. Second by L.West. All voted aye. Motion carried 6 – 0.

Vice Chair T.Rapp informed the audience that this item will be back before the Commission on June 7, 2022.

BUSINESS ITEMS

There were no business items.

REPORTS

City Council Meeting

E.Jensen reported on his attendance at the May 16, 2022 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the June 7, 2022 Plan and Zoning Commission meeting and the April 2022 Building Permit Report.

Commissioner's Reports

There were no reports.

MISCELLANEOUS ITEMS

June 6, 2022 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, motion by T.Rapp to adjourn the meeting. Second by T.Flack. Meeting adjourned at 6:56 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Zoning Board of Adjustment meeting of May 3, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [ZBOA Minutes 2022-05-03](#)

Meeting Minutes

Zoning Board of Adjustment

Tuesday, May 3, 2022
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER

Chair Matt Ott called the May 3, 2022 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

ROLL CALL

Members present: Matt Ott, Jeff Baxter, Kristi Tomlinson, and Brett Walker. Absent: Nichole Sungren. Staff present: E.Jensen, D.Silverthorn, B.Morrissey, B.Fuglsang.

AMENDMENTS TO THE AGENDA

There were no amendments to the agenda.

MINUTES OF THE MARCH 22, REGULAR MEETINGS

Motion by K.Tomlinson to approve the April 5, 2022 meeting minutes as submitted. Second by J.Baxter. Motion carried 4 – 0.

COMMUNICATIONS / CORRESPONDENCE

There were no communications.

BUSINESS ITEMS

PUBLIC HEARINGS:

#22-07 **MJ Properties**
 for property located at
 2805 NW Westwood Court
 Lot 42, Centennial Estates Plat 1
 RE: Variance - Rear Yard Setback

Chair M.Ott opened the public hearing.

Robert Herrera, MJ Properties, 1450 SW Vintage Parkway, Suite 230, said that they are requesting a variance for a rear yard setback. The setback for this property is 35-feet and they are requesting a 31-foot 7-inch rear yard setback.

There were no questions from the Board.

B.Morrissey reported that the subject property is located at 2805 NW Westwood Court in the NW quadrant of Ankeny, east of NW Irwindale Drive and south of NW 36th Street. The property is zoned R-3, Multiple-Family Residence District restricted to One-Family Residences. He explained that the neighboring properties are zoned R-3 with conditions and contain either single-family homes or vacant lots that will contain single-family homes in the future. B.Morrissey said the applicant is in the process of building a two-story single-family detached home on the lot and is requesting to construct an approximate 166 square-foot covered deck that will encroach approximately 3-feet 5-inches into the 35-foot rear yard setback. He noted that the proposed covered deck will be attached to the east side of the home, which backs up to the rear lot line. Due to the covered deck being connected to the primary residence on the site, they need to adhere to the building setback requirements of the Code. B.Morrissey shared that although the proposed covered deck lies within the setback, only a small portion of the actual deck will encroach into the 35-foot rear yard setback. He noted that the rear lot line is somewhat unique as it backs up to open space to the east, which is owned by the HOA and will not be developed. To date, there have not been any correspondence from any neighboring property owners concerning the request. The staff position is to grant a variance to Ankeny Municipal Code Section 192.05(3)(E) to allow a 31-foot 7-inch rear yard setback for the construction of a covered deck at 2805 NW Westwood Court, subject to the applicant acquiring all necessary building permits. 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.

The Board had no questions.

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

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

There were no concerns from the Board.

Board Action on Filing #22-07 property located at 2805 NW Westwood Court

Motion by K.Tomlinson that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 192.05(3)(E) to allow a 31-foot 7-inch rear yard setback for the construction of a covered deck at 2805 NW Westwood Court, subject to the applicant acquiring all necessary building permits. The Board'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. Second by M.Ott. All voted aye. Motion carried. 4 – 0.

#22-08 Edge Commercial, LLC
for property located at
3175 SE Delaware Avenue
Lot 1, Ankeny Land, LLC Plat 1
RE: Variance - Ground Sign

Chair M.Ott opened the public hearing.

Branson Ropp, 1309 NW 8th Street, Grimes on behalf of Dewey Chrysler Dodge Jeep Ram in Ankeny. They are requesting to install a rock that a Jeep Wrangler will sit on with the engraved letters J, E, E, P. He said that it will have four small lights shining onto the vehicle and is similar to the Karl Chevrolet rock.

There were no questions from the Board.

D.Silverthorn reported the appellant's request is for a variance to Ankeny Municipal Code Chapter 195.04.8, allowing a third ground sign on the property for Dewey Chrysler Dodge Jeep Ram, located at 3175 SE Delaware Avenue. The property is located east of SE Delaware Avenue, west of Interstate 35, and 1/3-mile south of SE Oralabor Road. He said the property is zoned C-2, General Retail, Highway-Oriented, and Central Business Commercial District, as are the neighboring dealership properties to the north and south of the subject property. Properties west of SE Delaware Avenue are zoned M-1, Light Industrial District. D.Silverthorn stated that the current Sign Ordinance in Chapter 195 of the Ankeny Municipal Code allows single-occupancy commercial properties such as this to have one ground sign; however, Chapter 195.04.8 states that a second ground sign may be allowed if certain conditions are met. He said the property meets all the conditions required and currently has two ground signs allowed by Code. He presented a map showing the locations of the two existing ground signs and the proposed location of the third sign. He explained that at the time the property received a variance for their second ground sign in 2007, the Code only allowed one ground sign with no conditions for allowing a second sign. D.Silverthorn explained that the request for a variance for the third ground sign meets all the conditions in Ankeny Municipal Code Chapter 195.04.8. He said the third ground sign would be a rock structure with up-lighting, on top of which a vehicle could be parked, and engraved with "Jeep." Staff advised the appellant that if the rock structure did not have the engraved business identification, the proposed structure would not be considered signage. Staff finds that special circumstances exist in that the subject property has a significant presence along the SE Delaware Avenue and Interstate 35 corridors; and the proportional amount of signage to the overall scale of the site. The staff position for this request is that Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Chapter 195.04.8, allowing a third ground sign for Dewey Chrysler Dodge Jeep Ram on the property for Dewey Chrysler Dodge Jeep Ram, located at 3175 SE Delaware Avenue. This position is based on a determination that the additional ground sign would not impair an adequate supply of light and air to adjacent property, endanger the public safety, or diminish or impair established property values in

surrounding areas; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

M.Ott asked if the current code allows two ground signs. D.Silverthorn responded that as long as the five conditions are met, a business is allowed a second ground sign without a variance. He further said that this request serves as the second ground sign, now that the new code is in place.

J.Baxter asked how the sign along interstate I-35 is treated. D.Silverthorn said the second ground sign has to be located on the interior roadway. In this case, I-35 is primary and SE Delaware is considered the interior roadway.

M.Ott wondered if there were any prohibitions from future ground signs when the variance was granted for the second ground sign in 2007. D.Silverthorn responded, no.

There were no further questions from the Board.

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

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

There were no concerns from the Board.

Board Action on Filing #22-08 for property located at 3175 SE Delaware Avenue

Motion by J.Baxter that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Chapter 195.04.8, allowing a third ground sign for Dewey Chrysler Dodge Jeep Ram on the property for Dewey Chrysler Dodge Jeep Ram, located at 3175 SE Delaware Avenue. The Board's position is based on a determination that the additional ground sign would not impair an adequate supply of light and air to adjacent property, endanger the public safety, or diminish or impair established property values in surrounding areas; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by B.Walker. All voted aye. Motion carried. 4 – 0.

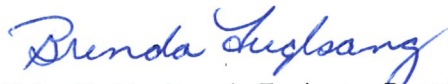
NEW BUSINESS

There was no new business.

REPORTS

There were no reports.

There being no further business, the meeting adjourned at 5:20 p.m.



Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Civil Service Commission meeting of May 9, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [CS Minutes 05.09.22](#)

Meeting Minutes Civil Service Commission

Monday, May 9, 2022

12:00 p.m.

Ankeny Council Chambers
1250 SW District Dr, Ankeny, Iowa

Ray Blase
Kevin Tracy
Laura Luetje

CALL TO ORDER / ROLL CALL

The meeting was called to order by Ray Blase. Roll call taken. All present.

1. MOTION TO APPROVE THE MINUTES OF 02-07-22.

Tracy moved to approve the minutes from February 7, 2022. Luetje seconded the motion. All voted aye and the motion carried

2. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT POLICE OFFICER IN THE POLICE DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

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

RANK	LAST NAME	FIRST NAME
1	Kinney	Scott
2	McEleney	Alexander
3	Dorsett	Joshua
4	Van Roekel	Will
5	Merritt	Garen
6	Thompson	Ryan
7	Krueger	Cory
8	Smolik	Megan
8	Sanchez	Alicia
8	Hinz	Jessica
11	Van Voorst	Aaron
11	Dertz	Kenneth

13	Noreen	Nicholas
14	Selby	Brian
14	Stanerson	Tucker
14	Gonzalez	Marco
17	Garcia Sanchez	Victor
18	Avalos	Isiah
19	Rhoades	Brittany
19	Duran	Christian
21	Sauer	Kaden
22	Rodriguez-Colin	Chris
22	Hayek	Kyle
24	Davidson	Broc
25	Thant	Aung

3. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO FIREFIGHTER/PARAMEDIC/EMT IN THE FIRE DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

Tracy moved to certify the list of applicants eligible for appointment to Firefighter/Paramedic/EMT in the Fire department, subject to passing any further department requirements. Luetje seconded the motion. All voted aye and the motion carried. The following applicants were certified and the list remains active for one year.

RANK	LAST NAME	FIRST NAME
1	Gobell	Nathan
2	Jones	April
3	Doonan	Emily
4	Hoffeditz	Mickenze
5	Palmer	Samuel
6	Voigtlander	Cassandra
7	Stucker	Dustin
8	Vo	Yoshio
9	Baker	Trenton
10	Avina	Jose
11	Jordan	Nicholas
12	Williams	Benjamin
13	Shepherd	Stephanie
14	Dicks	Jacob
15	Whitaker	David

16	PICK	Drew
17	Magnussen	Jack
18	Hoyle	Connor
19	Perry	Bergen
20	Boyle	Garrett
21	Friend	Gregory
22	Houlihan	Patrick
23	Mona	Rachel
24	Weddle	Caleb
25	Nordmeyer	Layton
26	Peters	Jacob
27	Sieve	Benjamin
28	Weltha	Clayton
29	Groom	Colby
30	Kling	Jason
31	Turner	Seth
32	Taylor	Denver

4. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO ENVIRONMENTAL CIVIL ENGINEER I IN THE PUBLIC WORKS DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

Blase moved to certify the list of applicants eligible for appointment to Environmental Civil Engineer I in the Public Works department, subject to passing any further department requirements. Luetje seconded the motion. All voted aye and the motion carried. The following applicants were certified and the list remains active for one year.

RANK	LAST NAME	FIRST NAME
1	Calhoun	Christopher
2	Lopreato	Quinn
3	Gorman	Jack

5. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO RECREATION SUPERVISOR-AQUATICS IN THE PARKS AND RECREATION DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

Tracy moved to certify the list of applicants eligible for appointment to Recreation Supervisor-Aquatics in the Parks and Recreation department, subject to passing any further department requirements. Blase seconded the motion. All voted aye and the motion carried. The following applicants were certified and the list remains active for one year.

RANK	LAST NAME	FIRST NAME
1	Auxier	LeAnn
1	McGrane	Katherine
1	Norris	Douglas
4	Huebsch	Katie
4	Johnson	Sierra
4	Lane IV	William
4	Meyers	Alexandra
4	Pitz	Colin
4	Thomas	William
10	Brandt	Molly Jane
10	Brietzke	Cory
10	Huff	Lauren
10	King	Cameron
10	Weir	Chad

6. MOTION TO CERTIFY THE LIST OF EMPLOYEES ELIGIBLE FOR PROMOTION TO ASSOCIATE PLANNER IN THE COMMUNITY DEVELOPMENT DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS

Luetje moved to certify the list of employees eligible for promotion to Associate Planner in the Community Development department, subject to passing any further department requirements. Blase seconded the motion. All voted aye and the motion carried. The following applicants were certified and the list remains active for one year.

RANK	LAST NAME	FIRST NAME
1	Hutzell	Laura

7. ADJOURNMENT

Being there was no further business; Blase adjourned the meeting at 12:15 p.m.

Next meeting: tentative Monday, June 13, 2022, at 12:00 pm

Respectfully submitted,

Dawn Gean

Dawn Gean

Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Receive and file minutes of the Human Rights Commission meeting of May 26, 2022

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 HRC Min May

Meeting Minutes Human Rights Commission

Thursday, May 26, 2022

5:30 p.m.

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

Aubrey Alvarez
Blake Campbell
Isaiah McGee
Mindi Nguyen

Lindsay Norland
Tim Olson
Laura Parkinson

CALL TO ORDER:

Chair McGee called meeting to order at 5:33 pm.

ROLL CALL:

Alvarez- present by phone, Campbell-present by phone, McGee-present, Nguyen-absent, Norland-present, Olson-present, Parkinson- present. Nick Osborne, staff member-Assistant to the City Manager- present.

1. MOTION TO APPROVE THE AGENDA FOR MAY 26, 2022.

McGee asked for motion to move up the Staff Report to #3 on agenda. Olson moved and Parkinson seconded. All voted aye. Parkinson moved to approve the agenda. Olson seconded. All voted aye, motion carried

2. MOTION TO APPROVE THE MINUTES FROM APRIL 28, 2022

Olson moved to approve the minutes from the March 24 meeting. Parkinson seconded. All voted aye, motion carried.

3. STAFF REPORT

• SPONSORSHIP GUIDELINES

Mr. Osborne said he met with the City Manager and had a better understanding about the parameters for event sponsorship. There would need to be a written public purpose agreement and the amount contributed would have to be commensurate with the services received. The Commission asked Mr. Osborne to gather more information about what would be required, timelines, and possibly schedule a meeting with City staff, HRC Chair, and Ankeny Community Network. Members discussed the possibility of arranging a special Human Rights Commission meeting before Juneteenth should it be needed. Also discussed establishing a working group to further investigate sponsorships and events (Pride event etc.).

• MEETING WITH KEN MORRIS- ANKENY SCHOOL'S DIR. OF EQUITY

At the Commission's request, Mr. Osborne met with Mr. Morris and extended the offer to cooperate on focus groups, bringing in speakers and

collaborating on mutual interests. Mr. Morris expressed interest, but indicated the groups should have this discussion again in the Fall when students and parents would be more available for events.

- **SOCIAL MEDIA POSTING STANDARDS AND ALTERNATIVES**

Mr. Osborne met with the Communications staff and further discussed social media standards. Items posted on City social media need a City of Ankeny tie in: a proclamation, a City affiliated event, City department programming, etc. For items that do not have this tie in, Communications recommends using a different method such as posting on the City website. These are the rules for all City affiliated departments. June events: LGBTQ+ Pride Month and Juneteenth both have scheduled postings.

- **CITY OF ANKENY LIASION POSITION**

Mr. Osborne stated that he accepted a job as Assistant City Administrator in Waukegan and his final day with the City of Ankeny will be June 15. The City Manager's Office would be appointing a new liaison. For the immediate term, Mike Schrock, Assistant City Manager, will be filling the role. Mr. Schrock introduced himself to the Commission.

4. OLD BUSINESS

- **LONG TERM CALENDAR FOR HRC ACTIVITIES AND EVENTS**

No discussion held

5. NEW BUSINESS

- **DISCUSSION OF JUNETEENTH EVENT**

Discussion was held during sponsorship guidelines agenda item.

6. ADJOURN

Alvarez moved to adjourn, Parkinson seconded. All voted aye at 7:03 pm.

Next meeting: Thursday, June 23 at 5:30 pm.



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

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

1. Kum & Go LC, d/b/a Kum & Go #92, 1025 E 1st St. - Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective July 1, 2022.

2. Kum & Go LC, d/b/a Kum & Go #292, 1825 N Ankeny Blvd. - Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective July 1, 2022.

3. Kum & Go LC, d/b/a Kum & Go #4020, 1910 SW White Birch Cir. - Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective July 1, 2022.

4. Quik Trip Corporation, d/b/a Quik Trip #514, 802 E 1st St. - Class E Liquor License (LE) includes Sunday Sales (Renewal) - July 1, 2022.

5. Vinje LLC, d/b/a Good Times, 1912 SW 3rd St. - Class C Liquor License (LC) Includes Sunday Sales (Renewal) - Effective July 1, 2022.

6. T180 Development, LLC., d/b/a Tavern 180, 1975 N. Ankeny Blvd, Ste. 117 - Class C Liquor License (LC) Includes Outdoor Service, Sunday Sales (Renewal) - Effective July 6, 2022. PENDING DRAM ENDORSEMENT

7. BMO Recreation, d/b/a Backspin, 106 SW State St., Ste. 103 - Class C Liquor License (LC) Includes Sunday Sales (New LLC) - Tentatively Effective June 21, 2022.

8. Firetrucker, LLC, d/b/a Firetrucker Brewery, 716 SW 3rd St. - Class C Liquor License (LC) Extended Outdoor Service, 5 Day License - Effective July 1 thru July 5, 2022.

9. Great Caterers of Iowa Inc., d/b/a Great Caterers of Iowa, 1055 SW Prairie Trail Pkwy Prairie Trail (FFA Bldg.) - Class C Liquor License (LC) - 5 Day License - Effective June 26 thru June 30, 2022. PENDING DRAM ENDORSEMENT.

10. Uptown Garage Brewing Company LLC, d/b/a Uptown Garage Brewing Company, 305 SW Walnut Street - Class B Beer Permit (BB) Includes Outdoor Service, Sunday Sales (Renewal - Effective June 30, 2022. PENDING DEPT APPROVAL AND DRAM ENDORSEMENT.

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Financial Reports for May 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Finance Report

Monthly Finance Report – May 2022

To the Honorable Mayor and City Council:

The financial reports for the month of May are submitted herewith. In May, the City Council adopted the second budget amendment for fiscal year 2022. With only one month remaining in the fiscal year, the occurrence of these events completes most of the City's major financial events for the year and prepares the monthly financial reports for a final review before the year is finished.

In the May reports, you will notice a change from the previous month's reports. That change is a significant decrease in cash or fund balance due primarily to the bond principal and interest payments in the debt service fund. Those payments totaled over \$35 million. After the internal debt service transfers, receipt of bond proceeds and refunding of the General Obligation Bonds, Series 2014A and 2014B in June, the debt service fund balance will be positive.

The *Revenue Summary by Fund* report is a good report to start with for a year-end review. At the end of May, the City's total actual revenues are at 91.63% of the revised budget. The ideal percentage for May is 91.67%. It appears that revenues are above expectations for most of the major operating funds, with the largest exception being the debt service fund. The debt service revenues will be near expectations in June following the internal debt service transfers and receipt of bond proceeds as previously noted.

On the *Expenditure Summary by Fund* report, the actual expenditures at the end of May were 78.70% of the revised estimate. Actual expenditures are below budget estimates for several reasons. The primary reasons are the tax increment financing fund rebates and the timing of capital projects fund expenditures. The first item, TIF rebates, are expected to occur in June and should bring the actual expenditures in the TIF fund up from 4% to 100% of budget. As for capital improvements construction, these projects are dependent on weather conditions and timing of construction work by contractors. Due to this, it is not unusual for capital project expenditures to be under budget estimates at the end of June. After removing the capital improvement expenditures and the TIF rebates, the overall expenditures compared to the revised estimate would be approximately 89.75% at the end of May. Overall, expenditures appear that they will finish at or below the revised estimates.

With the certification of the final budget amendment completed, final analysis of the City's financials is underway. Revenues and expenditures appear to be in line with expectations as of the end of May, which would also indicate that cash or fund levels are at or near expected levels as well.

Respectfully submitted,



Annette Graeve
Finance Officer

CITY OF ANKENY
CASH AND INVESTMENT RECONCILIATION
ALL FUNDS
May 31, 2022

Cash Basis Fund Balances	<u><u>\$ 160,846,026.73</u></u>
Investments	\$ 112,424,245.64
Checking Account Balance (per bank)	48,611,715.38
Deposits in Transit	160,675.06
Outstanding Checks	(388,979.35)
Cash Drawer/Petty Cash *	4,370.00
Estimated Tax Payment	<u>34,000.00</u>
Total	<u><u>\$ 160,846,026.73</u></u>

* Cash Drawer/Petty Cash:	
Aquatic Centers	\$ 1,320.00
City Hall - Finance	200.00
City Hall - Front Desk	175.00
Library	200.00
Otter Creek Golf Course	800.00
Parks and Recreation	250.00
Parks - Hawkeye & Miracle Parks	775.00
Parks - Pickleball	25.00
Parks - Senior Center	100.00
Police Department	100.00
Public Service Building	25.00
Community Development	100.00
Water Fund	300.00
	<u><u>\$ 4,370.00</u></u>

City of Ankeny
Cash Balance Summary
May 31, 2022

Fund	Budget Number	Cash Balance July 1, 2021	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance May 31, 2022
General:							
General	100	\$ 27,081,132.04	\$ 38,669,056.35	\$ -	\$ 32,120,099.75	\$ 1,214,520.64	\$ 32,415,568.00
Hotel/Motel Tax	233	376,025.19	2,000.00	1,214,520.64	898,598.73	-	693,947.10
Special Revenue:							
Fire Gift	220	24,732.92	1,681.98	-	280.20	-	26,134.70
Hawkeye Park Player Fees	240	38,264.81	4,285.00	-	-	-	42,549.81
Police Gift	250	5,826.05	4,200.00	-	-	-	10,026.05
Road Use Tax	260	8,620,560.30	7,871,819.75	-	5,515,907.43	-	10,976,472.62
Police Seizure	270	79,266.99	12,330.52	-	9,710.60	-	81,886.91
Tax Increment Financing	280	2,023,247.61	9,041,897.27	-	88,298.00	-	10,976,846.88
Police and Fire Retirement	290	1,915,725.71	2,377,350.89	-	2,385,981.06	-	1,907,095.54
Landfill Post-Closure	295	100,530.22	-	-	-	-	100,530.22
Friends of the Ankeny Library	430	82,918.92	45,119.46	-	40,981.27	-	87,057.11
Park Dedication	440	581,938.32	22,115.17	-	-	-	604,053.49
Sports Complex Foundation	445	97,993.40	12,295.00	-	-	-	110,288.40
Ankeny Garden Club	446	10,164.85	1,420.00	-	3,640.00	-	7,944.85
Miracle Park Fund	448	50,946.20	10,680.60	-	-	-	61,626.80
Dog Park Trust Fund	449	274.98	333.27	-	-	-	608.25
Civic Trust Fund	484	3,756,369.32	-	-	-	-	3,756,369.32
Ankeny Community Foundation	491	-	-	-	-	-	-
Debt Service	300	1,668,956.85	14,602,770.84	-	38,018,550.42	-	(21,746,822.73)
Enterprise:							
Solid Waste	500	267,454.62	1,081,520.92	-	1,207,787.42	-	141,188.12
Utility Deposits	505	338,251.96	187,995.11	-	138,335.00	-	387,912.07
Water Operations	510	15,133,977.75	16,741,371.29	-	12,927,057.19	2,168,942.16	16,779,349.69
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	1,753,988.92	-	2,168,942.16	5,142,038.14	-	(1,219,107.06)
Sewer Operations	550	10,755,542.23	16,311,775.50	-	8,876,288.26	642,480.19	17,548,549.28
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Sewer Sinking	570	824,252.08	-	642,480.19	4,076,287.50	-	(2,609,555.23)
Storm Water	580	1,376,781.31	3,114,669.55	-	759,826.88	-	3,731,623.98
Golf Course	590	806,979.42	1,826,563.51	-	1,483,387.91	-	1,150,155.02
Capital Project:							
Utility Fund Capital Projects	6**	13,602,455.47	2,136,210.26	355,000.00	7,220,006.80	355,000.00	8,518,658.93
Special Assessments	8**	-	-	-	-	-	-
Capital Projects	8** & 9**	41,188,466.99	39,314,980.00	-	20,380,856.55	-	60,122,590.44
Total Budgeted		\$ 137,726,143.55	\$ 153,394,442.24	\$ 4,380,942.99	\$ 141,293,919.11	\$ 4,380,942.99	\$ 149,826,666.68
Internal Service:							
Revolving	710	582,886.84	1,111,532.93	-	1,175,130.21	-	519,289.56
Risk Management	720	1,158,401.15	1,255,698.68	-	1,090,378.11	-	1,323,721.72
Health Insurance	730	6,455,291.71	4,435,838.57	-	4,370,272.92	-	6,520,857.36
Sustainability Revolving Loan	770	27,128.06	-	-	-	-	27,128.06
Economic Development Revolving	780	250,043.95	14,100.00	-	-	-	264,143.95
Equipment Reserve	790	2,334,191.75	78,389.65	-	48,362.00	-	2,364,219.40
Total Unbudgeted		\$ 10,807,943.46	\$ 6,895,559.83	\$ -	\$ 6,684,143.24	\$ -	\$ 11,019,360.05
Total ⁽¹⁾		\$ 148,534,087.01	\$ 160,290,002.07	\$ 4,380,942.99	\$ 147,978,062.35	\$ 4,380,942.99	\$ 160,846,026.73

⁽¹⁾ Includes interfund transactions.

City of Ankeny
Utility Capital Projects Cash Balance Summary
May 31, 2022

Fund	Budget Number	Cash Balance July 1, 2021	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance May 31, 2022
Utility Fund Capital Projects:							
Water Main Replacement	610	\$ 1,235,531.45	\$ -	\$ -	\$ 345,629.59	\$ -	\$ 889,901.86
North Ankeny Blvd Water Main	614	-	-	-	18,476.02	-	(18,476.02)
Ash Tower Feeder Main	615	518,495.93	-	-	-	-	518,495.93
NW Booster Station	616	318,969.93	-	-	-	318,969.93	-
SE Magazine Rd Water Main	619	155,787.95	-	-	-	36,030.07	119,757.88
SW Irvinedale Dr Transmission Main-Ph 1	620	1,376,686.80	-	-	-	-	1,376,686.80
SW Irvinedale Dr Transmission Main-Ph 2	621	481,611.22	-	-	2,571.25	-	479,039.97
NW State St Water Main Improvements	622	119,022.50	-	-	-	-	119,022.50
SW Irvinedale Dr Transmission Main-Ph 3	623	(38,860.95)	1,480,759.72	-	1,555,739.13	-	(113,840.36)
NW Irvinedale Water Main-Trestle to 36th	628	100,000.00	-	-	-	-	100,000.00
High Trestle Trail Transmission Main	629	(39,279.70)	-	-	67,011.16	-	(106,290.86)
Aquifer Storage Replacement #1	632	2,995,747.00	-	355,000.00	1,396,943.86	-	1,953,803.14
NW 36th & NW Weigel Water Main	634	(13,648.13)	655,301.54	-	1,248,153.97	-	(606,500.56)
Sanitary Sewer Replacement	650	2,037,199.63	-	-	301,525.90	-	1,735,673.73
West Outfall Relief Sewer	652	848,653.96	-	-	708,497.09	-	140,156.87
Canyon Landing Sanitary Sewer Cost Share	654	930,000.00	-	-	436,649.00	-	493,351.00
Otter Creek Trunk Sewer Extension	657	316,000.00	-	-	548,097.55	-	(232,097.55)
SE 3rd Trunk Swr Ext-SE Grant to SE Sharon	658	168,191.27	-	-	48,215.51	-	119,975.76
NW Northlawn Area Sanitary Swr Improve	659	37,741.72	-	-	-	-	37,741.72
Four Mile Creek Trunk Sewer	660	-	-	-	11,492.32	-	(11,492.32)
Deer Creek Trunk Sewer	661	519,502.47	-	-	-	-	519,502.47
Sanitary Sewer Study & Master Plan	662	14,498.85	-	-	14,498.85	-	-
Storm Sewer Replacement	680	859,696.81	149.00	-	366,290.39	-	493,555.42
Tradition Detention Basin	682	144,821.65	-	-	-	-	144,821.65
High Trestle Trail Channel Stab. - Phase 2	684	15,000.00	-	-	-	-	15,000.00
Westwinds Storm Sewer Extension	685	50,000.00	-	-	16,781.34	-	33,218.66
Sawgrass Park Dam Improvement	686	-	-	-	45.00	-	(45.00)
Tradition Park Basin Flood Repair	687	(269,929.85)	-	-	-	-	(269,929.85)
High Trestle Trail Channel Stab. - Phase 1	688	115,840.30	-	-	67,011.15	-	48,829.15
Wildflower Detention Basin	691	118,671.15	-	-	-	-	118,671.15
North Creek Channel Flood Repair	692	70,974.22	-	-	(4,439.20)	-	75,413.42
Westwinds Channel Flood Repair	693	145,636.99	-	-	-	-	145,636.99
Four Mile Creek Channel Stabilization	694	-	-	-	1,294.57	-	(1,294.57)
SE 3rd Street Storm Sewer Improvements	695	269,892.30	-	-	63,333.89	-	206,558.41
Tributary to Four Mile Creek Stabilization	696	-	-	-	6,188.46	-	(6,188.46)
Total Utility Fund Capital Projects		<u>\$ 13,602,455.47</u>	<u>\$ 2,136,210.26</u>	<u>\$ 355,000.00</u>	<u>\$ 7,220,006.80</u>	<u>\$ 355,000.00</u>	<u>\$ 8,518,658.93</u>

City of Ankeny
Capital Projects Cash Balance Summary
May 31, 2022

Fund	Budget Number	Cash Balance July 1, 2021	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance May 31, 2022
Capital Project Funds:							
NE 36th Reconstruction-I-35 to Four Mile	896	\$ (17,924.10)	\$ -	\$ -	\$ 1,009,778.22	\$ -	(1,027,702.32)
Des Moines Street Parks Development	897	-	-	-	36,489.10	-	(36,489.10)
High Trestle Trail Restroom & Amenities	898	222,500.00	25,000.00	-	137,500.00	-	110,000.00
BAN/Bond Activity	900	2,678,906.65	34,368,902.55	-	72,273.51	-	36,975,535.69
Fire Station No. 4	901	150,000.00	-	-	-	-	150,000.00
Signature Park	904	1,850,000.00	-	-	7,000.00	-	1,843,000.00
Senior Center	905	995,715.57	1,863,653.00	-	2,245,827.69	-	613,540.88
SE Hulsizer Road Realignment	908	(20,065.69)	232,572.30	-	192,014.65	-	20,491.96
NW Irvinedale/NW 18th St Turn Lane	910	51,500.00	-	-	-	-	51,500.00
NW 18th St Widening - East of Weigel	911	1,850.00	-	-	-	-	1,850.00
SE Convenience Blvd Extension	912	(4,110.81)	4,110.81	-	-	-	-
N Ankeny Blvd Landscape Improvements	913	14,470.86	-	-	28,514.25	-	(14,043.39)
Park Maintenance Facility Renovation	914	476,639.62	-	-	685,619.39	-	(208,979.77)
Pavement Preservation Program	915	369,384.09	-	-	347,881.73	-	21,502.36
Annual Street Replacement Program	916	1,706,879.55	-	-	787,560.30	-	919,319.25
Elementary Schools Walkability Imprvmts	917	-	-	-	12,234.00	-	(12,234.00)
Prairie Ridge Sports Complex	920	71,985.41	-	-	4,416.39	-	67,569.02
Miracle Field	925	85,945.10	-	-	-	-	85,945.10
Ankeny Market & Pavilion	926	-	7,671.93	-	7,671.93	-	-
Community Entrance Signage	927	48,085.85	155.74	-	-	-	48,241.59
Library	928	2,785,990.28	-	-	2,392.50	-	2,783,597.78
Public Facility Improvements	930	19,156.54	-	-	-	-	19,156.54
Cherry Glen Ballfield	933	-	-	-	8,164.04	-	(8,164.04)
Ankeny Public Services Library Remodel	934	406,528.31	-	-	243,400.50	-	163,127.81
NW 36th & NW State Interim Improvements	935	31,580.07	-	-	112,599.60	-	(81,019.53)
Annual Sidewalks/Trails	936	273,915.71	-	-	215,518.39	-	58,397.32
Older Parks Renovation	937	399,584.29	-	-	212,604.10	-	186,980.19
High Trestle Trail Extension	938	150,849.55	320,000.00	-	1,594,723.66	-	(1,123,874.11)
NE 18th St Asphalt-Meadow View to Cty 38th	941	150,000.00	-	-	142,621.20	-	7,378.80
NE 54 Street Bridge & Trail	945	(227,810.71)	-	-	667.40	-	(228,478.11)
South Ankeny Blvd & SE Shurfine	947	(287,110.02)	-	-	3,411.03	-	(290,521.05)
Asphalt Street Resurfacing	950	273,576.94	-	-	45,234.77	-	228,342.17
E 1st/I-35 Interchange Improvements	951	3,438,351.38	-	-	753,232.51	-	2,685,118.87
NW 18th Recon-NW Ash to N Anky Blvd	953	50,000.00	-	-	221,832.55	-	(171,832.55)
NE Four Mile Drive RCB Culvert	955	1,069,509.19	-	-	250,309.40	-	819,199.79
NW 18th St Extension-Weigel to Spruce	959	4,987,321.96	40,859.50	-	2,862,360.22	-	2,165,821.24
SE Creekview Paving/Drainage	962	231,329.91	21,405.00	-	-	-	252,734.71
Street Patching Program	963	1,326,971.34	-	-	856,689.63	-	470,281.71
Traffic Signalization	965	1,605,472.97	8,712.00	-	1,022,323.44	-	591,861.53
Traffic Timing Study	966	48,368.75	-	-	-	-	48,368.75
NW 26th Street Widening	967	250,000.00	-	-	-	-	250,000.00
E 1st Widening-Frisk to Four Mile	969	26,500.00	-	-	-	-	26,500.00
W 1st Widening & Improvements-Phase 1	970	1,314,167.70	1,632,142.16	-	2,949,969.35	-	(3,659.49)
Park Development	973	629,947.55	8,103.00	-	552,880.02	-	85,170.53
Park Land Acquisition	974	81,690.18	-	-	2.00	-	81,688.18
Prairie Trail Public Improvements	977	8,599,916.39	-	-	190,347.26	-	8,409,569.13
NE Delaware Reconstruction 5th-18th	979	250,000.00	-	-	276,498.41	-	(26,498.41)
S Ankeny & Magazine Safety	982	100,932.83	-	-	473,576.13	-	(372,643.30)
SE Crosswinds/SE 77th Improvements	983	(805,113.54)	781,692.01	-	225,250.72	-	(248,672.25)
Ankeny Library Playground	984	21,412.51	-	-	11,336.00	-	10,076.51
PRSC Parking Lot Improvements	987	123,280.00	-	-	32,613.00	-	90,667.00
Oralabor & State Street Overpass	988	35,000.00	-	-	81,996.88	-	(46,996.88)
High Trestle Trail Trailhead & Pkg Lot	989	322,050.00	-	-	239,227.72	-	82,822.28
City Hall Council Chamber Renovation	991	(32,422.46)	-	-	53,992.18	-	(86,414.64)
NW 36th Widening from Ash to Ankeny Blvd	992	292,465.14	-	-	371,098.45	-	(78,633.31)
SE Delaware Widening	993	94,438.75	-	-	122,093.59	-	(27,654.84)
Delaware & Corporate Woods Intersection	994	374,701.16	-	-	381,816.29	-	(7,115.13)
Street/Sidewalk Oversizing	995	85,330.87	-	-	38,951.97	-	46,378.90
HVAC Replacement - City Hall	996	348,389.07	-	-	230,295.11	-	118,093.96
Capital Projects Reserve	997	3,522,855.48	-	-	-	-	3,522,855.48
SW Oralabor & State Safety Improvements	998	137,577.00	-	-	26,045.37	-	111,531.63
Total Non Utility Fund Capital Projects		\$ 41,188,466.99	\$ 39,314,980.00	\$ -	\$ 20,380,856.55	\$ -	\$ 60,122,590.44

City of Ankeny
Revenue Summary by Fund
May 31, 2022

Fund	Budget Number	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of May 31, 2022	Variance	Percent ⁽²⁾
General:							
General	100	\$ 34,914,489.26	\$ 38,335,982.81	\$ 38,862,839.00	\$ 38,669,056.35	\$ (193,782.65)	99.50%
Hotel/Motel Tax	233	34,170.26	29,539.15	2,500.00	2,000.00	(500.00)	80.00%
Special Revenue:							
Fire Gift	220	11,713	1,638	10,000.00	1,681.98	(8,318.02)	16.82%
Hawkeye Park Player Fees	240	5,158.90	10,574.07	10,000.00	4,285.00	(5,715.00)	42.85%
Police Gift	250	3,414.06	2,961.83	2,000.00	4,200.00	2,200.00	210.00%
Road Use Tax	260	7,017,938.25	8,209,309.76	8,718,997.00	7,871,819.75	(847,177.25)	90.28%
Police Seizure	270	11,907.24	2,328.21	13,300.00	12,330.52	(969.48)	92.71%
Tax Increment Financing	280	8,692,250.00	8,780,810.18	8,992,846.00	9,041,897.27	49,051.27	100.55%
Police and Fire Retirement	290	2,215,675.83	2,252,963.40	2,379,710.00	2,377,350.89	(2,359.11)	99.90%
Landfill Post-Closure	295	1,697.01	377.33	100.00	-	(100.00)	0.00%
Friends of the Ankeny Library	430	39,354.83	50,233.00	34,100.00	45,119.46	11,019.46	132.32%
Park Dedication	440	47,990.43	55,953.65	22,600.00	22,115.17	(484.83)	97.85%
Sports Complex Foundation	445	10,148.52	16,356.91	11,100.00	12,295.00	1,195.00	110.77%
Ankeny Garden Club	446	1,476.22	1,453.29	1,380.00	1,420.00	40.00	102.90%
Miracle Park Fund	448	6,009.01	3,891.76	8,000.00	10,680.60	2,680.60	133.51%
Dog Park Trust Fund	449	443.05	14.18	333.00	333.27	0.27	100.08%
Civic Trust Fund	484	3,352,859.01	3,959,313.31	29,605.00	-	(29,605.00)	0.00%
Ankeny Community Foundation	491	2,010.28	-	-	-	-	-
Debt Service	300	21,518,115.70	30,929,861.99	29,293,528.00	14,602,770.84	(14,690,757.16)	49.85%
Enterprise:							
Solid Waste	500	969,245.14	1,033,264.93	1,364,872.00	1,081,520.92	(283,351.08)	79.24%
Utility Deposits	505	175,112.77	190,560.45	250,000.00	187,995.11	(62,004.89)	75.20%
Water Operations	510	14,307,193.75	17,689,723.18	18,236,568.00	16,741,371.29	(1,495,196.71)	91.80%
Water Improvement	520	-	-	-	-	-	-
Water Sinking	530	33,368.66	-	-	-	-	-
Sewer Operations	550	16,941,428.82	18,881,394.17	17,614,187.00	16,311,775.50	(1,302,411.50)	92.61%
Sewer Improvement	560	-	-	-	-	-	-
Sewer Sinking	570	-	-	-	-	-	-
Storm Water	580	2,464,813.86	3,225,761.70	3,385,572.00	3,114,669.55	(270,902.45)	92.00%
Golf Course	590	1,369,033.89	1,808,498.72	2,004,000.00	1,826,563.51	(177,436.49)	91.15%
Capital Project:							
Utility Fund Capital Projects	6**	171.00	3,066,056.00	9,921,347.00	2,136,210.26	(7,785,136.74)	21.53%
Special Assessments	8**	763.00	30,128.00	-	-	-	-
Capital Projects	9**	18,237,118.43	18,139,504.75	25,470,233.00	39,314,980.00	13,844,747.00	154.36%
Total Budgeted Revenues		\$ 132,385,070.05	\$ 156,708,454.45	\$ 166,639,717.00	\$ 153,394,442.24	\$ (13,245,274.76)	92.05%
Internal Service:							
Revolving	710	\$ 1,077,219.44	\$ 1,052,222.98	\$ 1,379,813.00	\$ 1,111,532.93	\$ (268,280.07)	80.56%
Risk Management	720	1,465,471.59	1,850,530.80	1,980,000.00	1,255,698.68	(724,301.32)	63.42%
Health Insurance	730	4,728,663.68	4,695,875.26	4,791,126.00	4,435,838.57	(355,287.43)	92.58%
Sustainability Revolving Loan	770	3,428.12	2,199.67	1,336.00	-	(1,336.00)	0.00%
Economic Development Revolving	780	29,156.34	18,466.41	12,300.00	14,100.00	1,800.00	114.63%
Equipment Reserve	790	166,018.22	159,888.30	135,060.00	78,389.65	(56,670.35)	58.04%
Total Unbudgeted Revenues		\$ 7,469,957.39	\$ 7,779,183.42	\$ 8,299,635.00	\$ 6,895,559.83	\$ (1,404,075.17)	83.08%
Total All Revenues ⁽¹⁾		\$ 139,855,027.44	\$ 164,487,637.87	\$ 174,939,352.00	\$ 160,290,002.07	\$ (14,649,349.93)	91.63%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ May is 91.7% of the fiscal year.

City of Ankeny
Expenditure Summary by Fund
May 31, 2022

Fund	Budget Number	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of May 31, 2022	Variance	Percent ⁽²⁾
General:							
General	100	\$ 30,172,860.85	\$ 31,625,929.69	\$ 38,269,323.00	\$ 32,120,099.75	\$ (6,149,223.25)	83.93%
Hotel/Motel Tax	233	872,442.43	488,398.77	1,153,852.00	898,598.73	(255,253.27)	77.88%
Special Revenue:							
Fire Gift	220	7,978	-	7,000.00	280.20	(6,719.80)	4.00%
Hawkeye Park Player Fees	240	2,670.82	-	7,000.00	-	(7,000.00)	0.00%
Police Gift	250	2,034.80	4,548.95	2,000.00	-	(2,000.00)	0.00%
Road Use Tax	260	5,635,404.84	6,185,703.15	7,421,090.00	5,515,907.43	(1,905,182.57)	74.33%
Police Seizure	270	950.00	423.75	16,700.00	9,710.60	(6,989.40)	58.15%
Tax Increment Financing	280	1,816,765.00	1,671,478.00	1,974,910.00	88,298.00	(1,886,612.00)	4.47%
Police and Fire Retirement	290	1,996,682.50	2,228,394.57	2,596,458.00	2,385,981.06	(210,476.94)	91.89%
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	17,856.10	35,631.42	49,000.00	40,981.27	(8,018.73)	83.64%
Park Dedication	440	-	-	-	-	-	
Sports Complex Foundation	445	-	-	-	-	-	
Ankeny Garden Club	446	-	53.30	4,640.00	3,640.00	(1,000.00)	78.45%
Miracle Park Fund	448	16,811.90	-	10,000.00	-	(10,000.00)	0.00%
Dog Park Trust Fund	449	-	5,432.44	-	-	-	
Civic Trust Fund	484	-	-	-	-	-	
Ankeny Community Foundation	491	90,893.03	-	-	-	-	
Debt Service	300	30,666,302.38	40,288,141.60	38,022,650.00	38,018,550.42	(4,099.58)	99.99%
Enterprise:							
Solid Waste	500	780,137.51	1,192,185.54	1,313,901.00	1,207,787.42	(106,113.58)	91.92%
Utility Deposits	505	139,500.00	171,585.00	172,000.00	138,335.00	(33,665.00)	80.43%
Water Operations	510	9,245,136.87	10,867,811.78	14,510,730.00	12,927,057.19	(1,583,672.81)	89.09%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	2,052,944.57	2,261,885.08	5,314,238.00	5,142,038.14	(172,199.86)	96.76%
Sewer Operations	550	10,698,472.35	15,682,283.02	9,504,937.00	8,876,288.26	(628,648.74)	93.39%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	2,896,268.75	698,087.50	4,076,288.00	4,076,287.50	(0.50)	100.00%
Storm Water	580	612,973.68	843,306.50	966,829.00	759,826.88	(207,002.12)	78.59%
Golf Course	590	1,442,950.04	1,491,559.00	1,917,670.00	1,483,387.91	(434,282.09)	77.35%
Capital Project:							
Utility Fund Capital Projects	6**	8,861,957.87	4,070,502.57	14,097,884.00	7,220,006.80	(6,877,877.20)	51.21%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	30,672,135.90	27,987,534.84	37,932,863.00	20,380,856.55	(17,552,006.45)	53.73%
Total Budgeted Expenditures		\$ 138,702,130.07	\$ 147,800,876.47	\$ 179,341,963.00	\$ 141,293,919.11	\$ (38,048,043.89)	78.78%
Internal Service:							
Revolving	710	\$ 993,977.17	\$ 1,004,042.19	\$ 1,379,813.00	\$ 1,175,130.21	\$ (204,682.79)	85.17%
Risk Management	720	1,339,442.05	1,754,405.96	2,161,265.00	1,090,378.11	(1,070,886.89)	50.45%
Health Insurance	730	3,617,690.69	3,879,564.17	5,095,000.00	4,370,272.92	(724,727.08)	85.78%
Sustainability Revolving Loan	770	-	-	-	-	-	
Economic Development Revolving	780	17,250.00	-	-	-	-	
Equipment Reserve	790	29,523.23	47,875.00	48,362.00	48,362.00	-	100.00%
Total Unbudgeted Expenditures		\$ 5,997,883.14	\$ 6,685,887.32	\$ 8,684,440.00	\$ 6,684,143.24	\$ (2,000,296.76)	76.97%
Total All Expenditures ⁽¹⁾		\$ 144,700,013.21	\$ 154,486,763.79	\$ 188,026,403.00	\$ 147,978,062.35	\$ (40,048,340.65)	78.70%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ May is 91.7% of the fiscal year.

City of Ankeny
Major Operating Funds
Detailed Revenue Summary
May 31, 2022

	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of May 31, 2022	Over (under) Budget	Percent ⁽¹⁾
General Fund:						
Property Tax:						
General Property Tax	\$ 21,182,764	\$ 23,406,273	\$ 24,918,522	\$ 24,890,267	\$ (28,255)	99.89%
Ag Land Tax	12,090	13,090	12,943	12,908	(35)	99.73%
Airport Authority Levy	520,868	580,365	617,815	617,114	(701)	99.89%
Subtotal	\$ 21,715,722	\$ 23,999,728	\$ 25,549,280	\$ 25,520,289	\$ (28,991)	99.89%
Non-Property Taxes:						
Hotel/Motel Tax	\$ 1,341,089	\$ 834,306	\$ 1,475,000	\$ 1,527,170	\$ 52,170	103.54%
Mobile Home Tax	14,775	15,970	15,300	15,442	142	100.93%
Utility Replacement Tax	169,700	162,311	185,825	188,001	2,176	101.17%
Utility Franchise Tax	1,274,229	1,359,440	1,330,000	1,600,494	270,494	120.34%
Cable TV Franchise Tax	267,155	256,414	256,000	250,135	(5,865)	97.71%
Subtotal	\$ 3,066,947	\$ 2,628,441	\$ 3,262,125	\$ 3,581,243	\$ 319,118	109.78%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	\$ 64,258	\$ 12,711	\$ 79,000	\$ 92,506	\$ 13,506	117.10%
Cigarette Permits	6,875	4,500	5,000	5,650	650	113.00%
Solicitor Licenses	5,010	7,345	7,000	7,495	495	107.07%
Miscellaneous Business Licenses	3,825	9,795	7,000	8,320	1,320	118.86%
Garbage Licenses	1,400	1,200	1,400	1,400	-	100.00%
Pet Licenses	19,783	44,039	29,000	40,466	11,466	139.54%
Fire Permits	3,170	8,885	4,000	4,813	813	120.33%
Code Enforcement Licenses & Permits:						
Alarm Permits	14,150	14,525	14,000	12,070	(1,930)	86.21%
Building Permits	1,809,995	2,333,174	1,753,000	1,790,667	37,667	102.15%
Electrical Permits	178,164	192,981	149,000	161,453	12,453	108.36%
Heating Permits	115,850	128,679	101,000	109,547	8,547	108.46%
Plumbing Permits	132,677	149,211	127,000	118,294	(8,706)	93.14%
Driveway Permits	16,175	22,985	16,000	15,780	(220)	98.63%
Sidewalk Permits	16,700	23,685	15,000	15,080	80	100.53%
Moving/Demolition Permits	250	450	200	325	125	162.50%
Fence & Oversize Permits	53,321	115,325	70,000	62,265	(7,735)	88.95%
Subtotal	\$ 2,441,603	\$ 3,069,489	\$ 2,377,600	\$ 2,446,131	\$ 68,531	102.88%
Use of Money and Property:						
Interest	\$ 1,869,636	\$ 367,184	\$ 130,000	\$ 178,711	\$ 48,711	137.47%
Commissions	6,524	414	18,300	19,015	715	103.91%
Advertising	8,800	1,550	-	-	-	
Leases	40,851	46,525	42,934	38,980	(3,954)	90.79%
Community Centers Rental	46,355	39,777	67,000	70,058	3,058	104.56%
Park Shelter Rentals	9,824	18,985	18,000	20,455	2,455	113.64%
Sports Complex Rentals	61,523	96,612	78,000	96,584	18,584	123.83%
Aquatic Center Rentals	13,291	28,136	27,000	32,602	5,602	120.75%
Miscellaneous Rentals	4,877	3,628	8,000	22,384	14,384	279.81%
Subtotal	\$ 2,061,680	\$ 602,810	\$ 389,234	\$ 478,788	\$ 89,554	123.01%
Intergovernmental Revenue:						
Local:						
Fire Protection	\$ 314,728	\$ 340,823	\$ 362,000	\$ 200,547	\$ (161,453)	55.40%
School/Police Agreements	182,292	195,678	129,257	145,066	15,809	112.23%
County Library Contribution	130,444	135,316	156,644	150,776	(5,868)	96.25%
Other Local Contributions	62,317	31,958	42,126	42,900	774	101.84%
State:						
Commercial & Industrial Replacement	613,801	640,447	650,888	664,092	13,204	102.03%
Library Contribution	24,564	23,723	31,060	31,060	(0)	100.00%
Miscellaneous Grants	-	-	18,208	18,208	(0)	100.00%
Federal:						
Public Safety Grants	152,032	1,807,313	177,197	174,663	(2,534)	98.57%
Subtotal	\$ 1,480,178	\$ 3,175,259	\$ 1,567,380	\$ 1,427,312	\$ (140,068)	91.06%
Service Charges:						
Police and Fire:						
Insurance Reports	\$ 9,070	\$ 8,325	\$ 9,000	\$ 7,993	\$ (1,007)	88.81%
Fire/Ambulance Reports	270	205	200	130	(70)	65.00%
False Alarm Fees	3,800	4,455	4,000	1,975	(2,025)	49.38%
Ambulance Charges	2,150,712	2,331,846	2,474,672	2,487,193	12,521	100.51%
Fingerprinting	15,115	5,013	15,000	12,336	(2,664)	82.24%
Towing Surcharge	2,060	2,290	2,000	1,810	(190)	90.50%
Plan Review Fees	14,460	17,075	29,000	35,200	6,200	121.38%
Parks and Recreation:						
Admissions	320,376	248,738	542,000	385,026	(156,974)	71.04%
Season Passes	27,010	383,366	449,000	289,491	(159,510)	64.47%
Special Population	5,233	3,867	6,000	1,854	(4,146)	30.90%
Special Programs	152,511	62,776	143,000	144,118	1,118	100.78%
Rec Programs - Tax Exempt	231,089	298,889	406,000	470,469	64,469	115.88%

	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of May 31, 2022	Over (under) Budget	Percent ⁽¹⁾
Swimming Lessons	26,021	98,960	110,000	106,633	(3,367)	96.94%
Dog Park Passes	35,611	39,026	37,000	31,754	(5,246)	85.82%
Housing and Subdivision:						
Housing Code	48,725	54,505	89,000	97,700	8,700	109.78%
Plan Review Fees	224,747	396,464	325,000	394,922	69,922	121.51%
Site Plan Review	11,920	12,030	14,000	16,680	2,680	119.14%
Zoning	5,200	7,990	5,000	6,260	1,260	125.20%
Subdivision Filing Fees	11,605	14,220	12,000	13,800	1,800	115.00%
Board of Adjustment Fees	1,940	4,920	3,000	3,120	120	104.00%
Architect Review Board Fees	6,625	4,910	5,000	5,515	515	110.30%
Nuisance Abatements	230	-	-	-	-	
Miscellaneous Service Charges:						
Information Systems - Enterprise Funds	304,853	266,797	359,542	229,919	(129,623)	63.95%
Animal Impound Fees	760	752	7,000	1,605	(5,395)	22.93%
Copy Charges	5,226	4,712	8,000	7,574	(426)	94.67%
Miscellaneous Service Charges	16,104	13,645	11,954	10,152	(1,802)	84.92%
Subtotal	\$ 3,631,274	\$ 4,285,775	\$ 5,066,368	\$ 4,763,228	\$ (303,140)	94.02%
Other Revenues:						
Map Sales	\$ 55	\$ 25	\$ -	\$ 20	\$ 20	
Sales/Salvages	3,170	6,470	1,400	1,867	467	133.33%
Concessions	141,040	140,472	256,000	183,340	(72,660)	71.62%
Contributions-Private Sources	25,950	-	5,000	250	(4,750)	5.00%
Program Sponsorships	19,759	13,750	16,000	23,446	7,446	146.54%
Refunds/Rebates	25,413	3,851	11,344	14,592	3,248	128.64%
Prairie Ridge Maint Reimb	174,126	211,109	241,132	119,310	(121,823)	49.48%
Roadway Signage Reimb	4,700	797	-	-	-	
Police OT Reimb	17,132	3,361	19,000	18,210	(790)	95.84%
Court Fines	59,615	56,131	56,000	46,022	(9,978)	82.18%
Library Fines	29,139	19,374	20,000	18,673	(1,327)	93.37%
Miscellaneous Library Revenues	3,460	7,808	6,000	6,679	679	111.32%
Miscellaneous Revenues	12,627	110,363	18,976	18,427	(549)	97.11%
Overages/Shortages	900	971	-	1,229	1,229	
Subtotal	\$ 517,086	\$ 574,481	\$ 650,852	\$ 452,066	\$ (198,786)	69.46%
Fund Total	\$ 34,914,489	\$ 38,335,983	\$ 38,862,839	\$ 38,669,056	\$ (193,783)	99.50%
Hotel/Motel Tax Fund						
Other Revenue:						
Interest	\$ 6,452	\$ 1,821	\$ 500	\$ -	\$ (500)	0.00%
Refunds/Reimbursements	27,718	27,718	2,000	2,000	-	100.00%
Fund Total	\$ 34,170	\$ 29,539	\$ 2,500	\$ 2,000	\$ (500)	80.00%
Road Use Tax Fund:						
Intergovernmental Revenue:						
Road Use Taxes	\$ 7,017,938	\$ 8,171,259	\$ 8,696,455	\$ 7,862,479	\$ (833,976)	90.41%
Interest	-	34,286	10,000	-	(10,000)	0.00%
Grants	-	-	4,735	4,735	-	100.00%
Salvage Sales	-	3,765	2,807	4,006	1,199	142.70%
Refunds	-	-	-	600	600	
Signage Reimbursement	-	-	5,000	-	(5,000)	0.00%
Fund Total	\$ 7,017,938	\$ 8,209,310	\$ 8,718,997	\$ 7,871,820	\$ (847,177)	90.28%
Tax Increment Financing Fund:						
Property Tax:						
TIF District Urban Renewal I	\$ 8,060,008	\$ 8,126,830	\$ 8,155,358	\$ 8,337,049	\$ 181,691	102.23%
TIF District Urban Renewal II	-	259,026	361,821	363,255	1,434	100.40%
TIF District Urban Renewal III	484,184	376,097	470,667	320,260	(150,407)	68.04%
Use of Money and Property:						
Interest	74,642	18,857	5,000	-	(5,000)	0.00%
Other Reimbursements	73,417	-	-	21,333	21,333	
Fund Total	\$ 8,692,250	\$ 8,780,810	\$ 8,992,846	\$ 9,041,897	\$ 49,051	100.55%
Police and Fire Retirement Fund:						
Property Tax:						
General Property Tax	\$ 2,083,465	\$ 2,128,826	\$ 2,265,320	\$ 2,262,752	\$ (2,569)	99.89%
Non-property Taxes:						
Mobile Home Tax	1,418	1,420	1,000	1,370	370	136.98%
Utility Replacement Tax	16,291	14,399	16,485	16,678	193	101.17%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	58,925	56,814	57,740	58,911	1,171	102.03%
Grants	21,497	30,907	11,605	11,605	-	100.00%
School Police Agreements	23,480	16,843	26,560	26,036	(524)	98.03%
Fund Total	\$ 2,215,676	\$ 2,252,963	\$ 2,379,710	\$ 2,377,351	\$ (2,359)	99.90%
Debt Service Fund:						
Property Tax:						
General Property Tax	\$ 13,157,967	\$ 13,540,664	\$ 14,164,758	\$ 14,155,007	\$ (9,751)	99.93%
Non-property Taxes:						
Mobile Home Tax	8,278	8,385	8,000	7,973	(27)	99.67%
Utility Replacement Tax	95,032	85,082	95,910	97,033	1,123	101.17%

	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of May 31, 2022	Over (under) Budget	Percent ⁽¹⁾
Intergovernmental Revenue:						
Commercial & Industrial Replacement	343,733	335,718	360,860	342,757	(18,103)	94.98%
Interest	74,261	13,654	4,000	-	(4,000)	0.00%
Bond Proceeds	7,838,845	16,946,359	14,660,000	-	(14,660,000)	0.00%
Fund Total	\$ 21,518,116	\$ 30,929,862	\$ 29,293,528	\$ 14,602,771	\$ (14,690,757)	49.85%
Solid Waste Fund:						
Recycling Fees	\$ 947,603	\$ 1,013,951	1,168,000	1,064,084	(103,916)	91.10%
Service Charges	17,633	18,479	18,000	17,437	(563)	96.87%
Grants	-	-	178,772	-	(178,772)	0.00%
Interest	4,009	835	100	-	(100)	0.00%
Fund Total	\$ 969,245	\$ 1,033,265	\$ 1,364,872	\$ 1,081,521	\$ (283,351)	79.24%
Water Fund:						
Refunds	\$ 19,340	\$ 7,452	11,000	10,877	\$ (123)	98.88%
Sales Tax	801	501	-	(180)	(180)	
Excise Tax	697,494	854,186	964,000	836,645	(127,355)	86.79%
Cell Tower Lease	78,382	104,105	79,576	77,618	(1,958)	97.54%
Outside Billing	29,206	25,040	22,000	17,058	(4,942)	77.54%
Water Sales	9,479,446	12,019,100	12,714,157	11,782,341	(931,816)	92.67%
Hook Up Fees	312,617	708,238	400,000	319,843	(80,157)	79.96%
Meter Sales	463,347	568,996	600,000	423,020	(176,980)	70.50%
Temporary Water Sales	108,100	118,620	87,000	79,320	(7,680)	91.17%
Water Availability	2,977,547	3,131,602	3,258,035	3,051,457	(206,578)	93.66%
Service Charges	94,128	118,893	97,000	124,531	27,531	128.38%
Unapplied Credits	(5,364)	9,362	-	16,212	16,212	
Deposits	175,113	190,560	250,000	187,995	(62,005)	75.20%
Interest	49,319	11,503	3,800	-	(3,800)	0.00%
Bond Proceeds	33,369	-	-	-	-	
Miscellaneous	2,830	12,125	-	2,629	2,629	
Fund Total	\$ 14,515,675	\$ 17,880,284	\$ 18,486,568	\$ 16,929,366	\$ (1,557,202)	91.58%
Sewer Fund:						
Sales Tax	\$ 237,836	\$ 267,234	\$ 240,000	\$ 223,087	\$ (16,913)	92.95%
Refunds	-	1,704	-	-	-	
Miscellaneous	5,933	-	-	-	-	
Miscellaneous Service Charge	67,688	71,340	70,000	57,812	(12,188)	82.59%
Sewer Disposal Fee	-	1,435	-	-	-	
Sewer Rental	9,466,913	10,842,210	10,292,932	9,135,881	(1,157,051)	88.76%
Hook Up Fees	877,613	1,163,433	800,000	1,038,008	238,008	129.75%
Sewer Availability	6,231,200	6,527,031	6,197,255	5,844,932	(352,323)	94.31%
Interest	54,245	7,008	14,000	12,056	(1,944)	86.11%
Fund Total	\$ 16,941,429	\$ 18,881,394	\$ 17,614,187	\$ 16,311,776	\$ (1,302,412)	92.61%
Storm Water Fund						
Permits	\$ 10,122	\$ 131,131	\$ 101,000	\$ 94,620	\$ (6,380)	93.68%
Interest	25,013	7,493	2,000	-	(2,000)	0.00%
Sales Tax	41,906	56,134	66,000	56,096	(9,904)	84.99%
Service Charges	2,387,744	3,031,004	3,216,572	2,963,128	(253,444)	92.12%
Miscellaneous	29	-	-	826	826	
Fund Total	\$ 2,464,814	\$ 3,225,762	\$ 3,385,572	\$ 3,114,670	\$ (270,902)	92.00%
Golf Course Fund:						
Refunds	\$ 975	\$ 1,748	\$ 2,000	\$ 1,980	\$ (20)	99.00%
Rebates	-	128	-	-	-	
Commissions	1,213	-	2,000	2,114	114	105.70%
Miscellaneous Service Charges	23,032	9,419	23,000	17,132	(5,868)	74.49%
Gift Certificates	2,593	5,161	-	7,182	7,182	
Driving Range	131,664	198,423	147,000	146,622	(378)	99.74%
Rec Program Fees	10,825	22,296	22,000	24,673	2,673	112.15%
Overages (Shortages)	(36)	(394)	-	(324)	(324)	
Food and Beverage Sales	154,464	134,467	228,000	196,547	(31,453)	86.20%
Clubhouse and Banquet Rental	41,811	25,162	30,000	28,680	(1,320)	95.60%
Alcoholic Beverage Sales	147,942	204,177	256,000	225,767	(30,233)	88.19%
Season Passes	55,578	97,094	79,000	109,865	30,865	139.07%
Greens Fees	400,827	567,382	602,000	538,944	(63,056)	89.53%
Merchandise Sales	74,720	103,715	108,000	96,080	(11,920)	88.96%
Cart Rental	251,803	341,504	381,000	326,870	(54,130)	85.79%
Equipment Rental	1,750	1,258	3,000	2,462	(538)	82.07%
Salvage Sales	-	91	-	-	-	
Sales Tax	24,069	36,320	36,000	35,243	(758)	97.90%
Miscellaneous Revenue	35,691	58,305	83,000	66,727	(16,273)	80.39%
Interest	10,113	2,245	1,000	-	(1,000)	0.00%
Other Reimbursement	-	-	1,000	-	(1,000)	0.00%
Fund Total	\$ 1,369,034	\$ 1,808,499	\$ 2,004,000	\$ 1,826,564	\$ (177,436)	91.15%
Total - Major Operating Funds	\$ 110,652,836	\$ 131,367,670	\$ 131,105,619	\$ 111,828,791	\$ (19,276,828)	85.30%

⁽¹⁾ May is 91.7% of the fiscal year.

City of Ankeny
Major Operating Funds
Budget versus Actual
May 31, 2022

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
General Fund									
Public Safety:									
Police Administration	1111	\$ 86,819	\$ 82,292	\$ (4,527)	95%	\$ 1,653,056	\$ 1,457,583	\$ (195,473)	88%
Police Operations	1112	305,715	306,100	385	100%	6,615,786	5,501,870	(1,113,916)	83%
Police Support Services	1114	43,000	34,494	(8,506)	80%	2,372,425	2,147,937	(224,488)	91%
Crossing Guards	1119	-	329	329		96,839	82,414	(14,425)	85%
Emergency Preparedness	1140	-	-	-	N/A	92,944	82,885	(10,059)	89%
Fire Support	1141	395,200	241,709	(153,491)	61%	1,157,256	984,461	(172,795)	85%
Fire Suppression	1142	9,272	8,882	(390)	96%	3,159,734	2,810,320	(349,414)	89%
Emergency Medical Services	1144	2,493,880	2,507,643	13,763	101%	5,156,583	4,096,782	(1,059,801)	79%
Code Enforcement	1460	2,588,200	2,720,179	131,979	105%	1,987,734	1,736,181	(251,553)	87%
Animal Control	2224	7,000	1,605	(5,395)	23%	22,000	14,565	(7,435)	66%
Subtotal		\$ 5,929,086	\$ 5,903,232	\$ (25,854)	100%	\$ 22,314,357	\$ 18,914,997	\$ (3,399,360)	85%
Health & Social Services:									
Special Populations	2448	\$ 6,000	\$ 1,854	\$ (4,146)	31%	\$ 7,000	\$ 754	\$ (6,246)	11%
Subtotal		\$ 6,000	\$ 1,854	\$ (4,146)	31%	\$ 7,000	\$ 754	\$ (6,246)	11%
Culture & Recreation:									
Library	2331	\$ 241,404	\$ 247,749	\$ 6,345	103%	\$ 2,469,866	\$ 2,225,775	\$ (244,091)	90%
Park Administration	2440	70,000	67,212	(2,788)	96%	387,394	315,104	(72,290)	81%
Park Maintenance	2441	-	171	171	N/A	1,680,825	1,253,159	(427,666)	75%
Recreation Programs	2442	529,000	589,960	60,960	112%	928,978	848,594	(80,384)	91%
Community Center	2443	130,000	149,298	19,298	115%	235,599	134,722	(100,877)	57%
Aquatic Centers	2444	1,307,000	936,133	(370,867)	72%	1,311,879	838,398	(473,481)	64%
Prairie Ridge Sports Complex	2445	341,761	237,583	(104,178)	70%	987,246	736,321	(250,925)	75%
Hawkeye Concessions	2446	64,000	48,026	(15,974)	75%	58,088	35,538	(22,550)	61%
Cemetery	3547	-	-	-	N/A	600	600	-	100%
Subtotal		\$ 2,683,165	\$ 2,276,131	\$ (407,034)	85%	\$ 8,060,475	\$ 6,388,211	\$ (1,672,264)	79%
Public Works:									
Airport Authority	3548	\$ 638,357	\$ 638,103	\$ (254)	100%	\$ 637,576	\$ 637,576	\$ 0	100%
Subtotal		\$ 638,357	\$ 638,103	\$ (254)	100%	\$ 637,576	\$ 637,576	\$ 0	100%
Community & Economic Development:									
Development Engineering	3545	\$ 58,000	\$ 48,940	\$ (9,060)	84%	\$ 914,386	\$ 843,978	\$ (70,408)	92%
Housing Authority	3648	-	-	-	N/A	13,208	8,208	(5,000)	62%
Economic Development	4886	-	3,000	3,000	N/A	436,647	315,043	(121,604)	72%
Planning & Building	4887	42,000	48,275	6,275	115%	1,127,227	982,988	(144,239)	87%
Subtotal		\$ 100,000	\$ 100,215	\$ 215	100%	\$ 2,491,468	\$ 2,150,217	\$ (341,251)	86%
General Government:									
Communications	2335	\$ 2,400	\$ 2,446	\$ 46	102%	\$ 432,598	\$ 369,994	\$ (62,604)	86%
Mayor and City Council	4881	-	785	785	N/A	219,488	152,048	(67,440)	69%
Human Resources	4882	-	-	-	N/A	452,920	384,102	(68,818)	85%
City Manager	4883	-	-	-	N/A	1,119,524	967,847	(151,677)	86%
City Clerk	4884	130,900	157,108	26,208	120%	486,176	397,654	(88,522)	82%
Finance	4885	29,012,389	29,358,283	345,894	101%	520,028	455,820	(64,208)	88%
Information Technology	4889	360,542	230,899	(129,643)	64%	1,438,168	1,230,505	(207,663)	86%
City Hall Building	4891	-	-	-	N/A	89,545	70,374	(19,171)	79%
Subtotal		\$ 29,506,231	\$ 29,749,522	\$ 243,291	101%	\$ 4,758,447	\$ 4,028,344	\$ (730,103)	85%
Total General Fund		\$ 38,862,839	\$ 38,669,056	\$ (193,783)	100%	\$ 38,269,323	\$ 32,120,100	\$ (6,149,223)	84%
Hotel/Motel Tax Fund									
Community and Economic Development	2233	\$ 2,500	\$ 2,000	\$ (500)	80%	\$ 1,153,852	\$ 898,599	\$ (255,253)	78%
Road Use Tax Fund									
Public Works:									
Street Lighting	1260	\$ -	\$ -	\$ -	N/A	\$ 693,000	\$ 606,382	\$ (86,618)	88%
Roadway Administration	3261	8,718,997	7,871,220	(847,777)	90%	1,928,149	1,625,231	(302,918)	84%
Roadway Maintenance	3262	-	600	600	N/A	2,553,758	1,971,234	(582,524)	77%

Revenue						Expenditures			
		<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>%</u>
Snow and Ice Control	3263	-	-	-	N/A	798,701	431,294	(367,407)	54%
Traffic Safety	3265	-	-	-	N/A	1,447,482	881,766	(565,716)	61%
Total Road Use Tax Fund		<u>\$ 8,718,997</u>	<u>\$ 7,871,820</u>	<u>\$ (847,177)</u>	90%	<u>\$ 7,421,090</u>	<u>\$ 5,515,907</u>	<u>\$ (1,905,183)</u>	74%
Tax Increment Financing									
Community and Economic Development	4280	\$ 8,992,846	\$ 9,041,897	\$ 49,051	101%	\$ 1,974,910	\$ 88,298	\$ (1,886,612)	4%
Police and Fire Retirement									
Public Safety:	4290	\$ 2,379,710	\$ 2,377,351	\$ (2,359)	100%	\$ 2,596,458	\$ 2,385,981	\$ (210,477)	92%
Debt Service									
Debt Service:	4300	\$ 29,293,528	\$ 14,602,771	\$ (14,690,757)	50%	\$ 38,022,650	\$ 38,018,550	\$ (4,100)	100%
Solid Waste									
Enterprise:	3500	\$ 1,364,872	\$ 1,081,521	\$ (283,351)	79%	\$ 1,313,901	\$ 1,207,787	\$ (106,114)	92%
Water									
Enterprise:									
Utility Deposits	3505	\$ 250,000	\$ 187,995	\$ (62,005)	75%	\$ 172,000	\$ 138,335	\$ (33,665)	80%
Water Administration	3510	18,236,568	16,741,371	(1,495,197)	92%	12,151,374	10,975,909	(1,175,465)	90%
Water Maintenance	3512	-	-	-	N/A	2,359,356	1,951,149	(408,207)	83%
Water Improvement	3520	-	-	-	N/A	-	-	-	N/A
Water Sinking	3530	-	-	-	N/A	5,314,238	5,142,038	(172,200)	97%
Total Water Fund		<u>\$ 18,486,568</u>	<u>\$ 16,929,366</u>	<u>\$ (1,557,202)</u>	92%	<u>\$ 19,996,968</u>	<u>\$ 18,207,430</u>	<u>\$ (1,789,538)</u>	91%
Sewer									
Enterprise:									
Wastewater Administration	3550	\$ 17,614,187	\$ 16,311,776	\$ (1,302,412)	93%	\$ 7,832,634	\$ 7,456,690	\$ (375,944)	95%
Wastewater Operations	3552	-	-	-	N/A	1,672,303	1,419,598	(252,705)	85%
Sewer Improvement	3560	-	-	-	N/A	-	-	-	N/A
Sewer Sinking	3570	-	-	-	N/A	4,076,288	4,076,288	-	100%
Total Sewer Fund		<u>\$ 17,614,187</u>	<u>\$ 16,311,776</u>	<u>\$ (1,302,412)</u>	93%	<u>\$ 13,581,225</u>	<u>\$ 12,952,576</u>	<u>\$ (628,649)</u>	95%
Storm Water									
Enterprise:									
Storm Water Administration	3580	\$ 3,385,572	\$ 3,114,670	\$ (270,902)	92%	\$ 768,885	\$ 605,057	\$ (163,828)	79%
Street Cleaning	3584	-	-	-	N/A	197,944	154,770	(43,174)	78%
Total Storm Water Fund		<u>\$ 3,385,572</u>	<u>\$ 3,114,670</u>	<u>\$ (270,902)</u>	92%	<u>\$ 966,829</u>	<u>\$ 759,827</u>	<u>\$ (207,002)</u>	79%
Golf Course									
Enterprise:									
Golf Course Maintenance	2591	\$ 2,000	\$ 1,980	\$ (20)	99%	\$ 635,941	\$ 480,766	\$ (155,175)	76%
Golf Course Pro Shop	2592	1,389,000	1,292,973	(96,027)	93%	634,861	500,803	(134,058)	79%
Golf Course Banquet Services	2595	613,000	531,611	(81,389)	87%	646,868	501,819	(145,049)	78%
Total Golf Course Fund		<u>\$ 2,004,000</u>	<u>\$ 1,826,564</u>	<u>\$ (177,436)</u>	91%	<u>\$ 1,917,670</u>	<u>\$ 1,483,388</u>	<u>\$ (434,282)</u>	77%
Total		<u><u>\$ 131,105,619</u></u>	<u><u>\$ 111,828,791</u></u>	<u><u>\$ (19,276,828)</u></u>	85%	<u><u>\$ 127,214,876</u></u>	<u><u>\$ 113,638,444</u></u>	<u><u>\$ (13,576,432)</u></u>	89%

City of Ankeny
Investment Schedule
May 2022

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance May 31, 2022
Capital Projects													
37265	IPAIT	CD	CD	1.850%	2/25/2020	9/24/2021	577	\$ 4,000,000.00	\$ -	\$ -	\$ 116,995.09	\$ 4,000,000.00	\$ -
37206	IPAIT	CD	CD	1.750%	11/5/2019	11/4/2021	730	2,000,000.00	-	-	70,018.63	2,000,000.00	-
900004461	Northwest Bank	CD	CD	0.250%	2/5/2021	2/5/2022	365	3,000,000.00	-	-	7,541.20	3,000,000.00	-
920-120-9	Farmers State Bank	CD	CD	0.550%	4/16/2022	5/9/2022	23	5,000,000.00	-	-	1,506.85	5,000,000.00	-
291727	IPAIT	CD	CD	0.200%	9/24/2021	9/24/2022	365	4,000,000.00	-	-	-	-	4,000,000.00
22362	South Story Bank & Tr	CD	CD	0.350%	11/8/2021	11/8/2022	365	2,000,000.00	-	-	-	-	2,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	1.581%	5/16/2022	12/31/2022	229	10,000,000.00	79,834.25	34,231.20	-	-	10,114,065.45
900008222	Northwest Bank	CD	CD	0.300%	2/7/2022	2/7/2023	365	3,000,000.00	-	-	-	-	3,000,000.00
	First Interstate Bank	MM	Money market	0.200%	N/A	N/A	MM	27,099,754.99	-	-	22,829.37	27,099,754.99	-
Subtotal								\$ 60,099,754.99	\$ 79,834.25	\$ 34,231.20	\$ 218,891.14	\$ 41,099,754.99	\$ 19,114,065.45
Equipment Reserve													
260001208	Community State	CD	CD	0.190%	6/24/2021	6/24/2022	365	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
Subtotal								\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
General Funds													
313-91634	RBC Wealth Managem	Bank of China	Commercial Paper	0.260%	3/11/2021	9/17/2021	190	\$ 4,993,138.89	\$ -	\$ -	\$ 6,861.11	\$ 4,993,138.89	\$ -
3686-4618	Robert W. Baird & Co.	Natixis	Commercial Paper	0.190%	4/27/2021	1/21/2022	269	4,992,901.39	-	-	7,130.07	4,992,901.39	-
3000595287	Lincoln Savings Bank	CD	CD	0.250%	2/5/2021	2/5/2022	365	3,000,000.00	-	-	7,507.04	3,000,000.00	-
260001405	Community State	CD	CD	0.300%	4/14/2021	4/14/2022	365	3,000,000.00	-	-	9,000.02	3,000,000.00	-
920-120-9	Farmers State Bank	CD	CD	0.330%	4/16/2021	4/16/2022	365	5,000,000.00	-	-	16,513.61	5,000,000.00	-
313-91634	RBC Wealth Managem	Bank of China	Commercial Paper	0.200%	9/24/2021	6/17/2022	266	4,992,611.11	-	-	-	-	4,992,611.11
291878	IPAIT	CD	CD	0.140%	10/14/2021	7/11/2022	270	3,000,000.00	-	-	-	-	3,000,000.00
313-91634	RBC Wealth Managem	Toyota Motor	Commercial Paper	0.321%	12/13/2021	9/6/2022	267	2,992,880.01	-	-	-	-	2,992,880.01
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	0.723%	2/8/2022	10/6/2022	240	4,976,000.00	-	-	-	-	4,976,000.00
260001405	Community State	CD	CD	0.220%	4/14/2022	10/14/2022	183	3,000,000.00	-	-	-	-	3,000,000.00
313-91634	RBC Wealth Managem	MUFG Bank	Commercial Paper	1.584%	4/20/2022	10/17/2022	180	2,976,750.00	-	-	-	-	2,976,750.00
	IPAIT	CD	CD	1.050%	5/6/2022	11/2/2022	180	4,000,000.00	-	-	-	-	4,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	0.695%	2/7/2022	11/30/2022	296	5,000,000.00	18,956.04	53,345.22	-	-	5,072,301.26
313-91634	RBC Wealth Managem	T-Note	T-Note	0.927%	2/11/2022	12/31/2022	323	3,000,000.00	435.08	(21,399.37)	-	-	2,979,035.71
22378	South Story Bank & Tr	CD	CD	0.300%	2/4/2022	2/4/2023	365	2,000,000.00	-	-	-	-	2,000,000.00
3000595287	Lincoln Savings Bank	CD	CD	0.570%	2/7/2022	2/7/2023	365	3,000,000.00	-	-	-	-	3,000,000.00
39246-101	IPAIT	T-Note	T-Note	1.787%	5/6/2022	2/28/2023	298	10,135,000.00	2,306.54	(137,376.76)	-	-	9,999,929.78
	Lincoln Savings Bank	MM	Money market	0.200%	N/A	N/A	MM	14,767,389.83	-	-	14,674.92	-	14,767,389.83
39246-101	IPAIT	MM	Money market	0.010%	N/A	N/A	MM	-	-	-	5.45	-	-
	First Interstate Bank	MM	Money market	0.200%	N/A	N/A	MM	76,855,174.31	-	-	53,764.66	76,855,174.31	-
	Farmers State Bank	MM	Money market	1.500%	N/A	N/A	MM	24,053,282.49	-	-	52,679.85	-	24,053,282.49
Subtotal								\$ 185,735,128.03	\$ 21,697.66	\$ (105,430.91)	\$ 168,136.73	\$ 97,841,214.59	\$ 87,810,180.19
Police/Fire Pension													
260001208	Community State	CD	CD	0.190%	6/24/2021	6/24/2022	365	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Subtotal								\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Sewer Improvement Fund													
37272	IPAIT	CD	CD	0.800%	3/20/2020	9/21/2021	550	\$ 1,000,000.00	\$ -	\$ -	\$ 12,055.78	\$ 1,000,000.00	\$ -
260001432	Community State	CD	CD	0.190%	6/7/2021	6/7/2022	365	500,000.00	-	-	-	-	500,000.00
260001208	Community State	CD	CD	0.190%	6/24/2021	6/24/2022	365	500,000.00	-	-	-	-	500,000.00
291599	IPAIT	CD	CD	0.200%	9/23/2021	9/23/2022	365	1,000,000.00	-	-	-	-	1,000,000.00
Subtotal								\$ 3,000,000.00	\$ -	\$ -	\$ 12,055.78	\$ 1,000,000.00	\$ 2,000,000.00

**City of Ankeny
Investment Schedule
May 2022**

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance May 31, 2022
Water Fund													
260001432	Community State	CD	CD	0.190%	6/7/2021	6/7/2022	365	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Subtotal								<u>\$ 2,000,000.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,000,000.00</u>
Total Investments								<u>\$ 252,334,883.02</u>	<u>\$ 101,531.91</u>	<u>\$ (71,199.71)</u>	<u>\$ 399,083.65</u>	<u>\$ 139,940,969.58</u>	<u>\$ 112,424,245.64</u>
<u>Totals by Institution</u>													
Bank of the West								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bankers Trust								-	-	-	-	-	-
BNP Paribas								-	-	-	-	-	-
Community State								10,500,000.00	-	-	9,000.02	3,000,000.00	7,500,000.00
Farmers State Bank								34,053,282.49	-	-	70,700.31	10,000,000.00	24,053,282.49
First Interstate Bank								103,954,929.30	-	-	76,594.03	103,954,929.30	-
First National Bank								-	-	-	-	-	-
Great Southern Bank								-	-	-	-	-	-
IPAIT								29,135,000.00	2,306.54	(137,376.76)	199,074.95	7,000,000.00	21,999,929.78
Lincoln Savings Bank								20,767,389.83	-	-	22,181.96	3,000,000.00	17,767,389.83
Northwest Bank								6,000,000.00	-	-	7,541.20	3,000,000.00	3,000,000.00
RBC Wealth Management								38,931,380.01	99,225.37	66,177.05	6,861.11	4,993,138.89	34,103,643.54
Robert W. Baird & Co.								4,992,901.39	-	-	7,130.07	4,992,901.39	-
Two Rivers Bank								-	-	-	-	-	-
South Story Bank & Trust								4,000,000.00	-	-	-	-	4,000,000.00
US Bank								-	-	-	-	-	-
Wells Fargo								-	-	-	-	-	-
Total								<u>\$ 252,334,883.02</u>	<u>\$ 101,531.91</u>	<u>\$ (71,199.71)</u>	<u>\$ 399,083.65</u>	<u>\$ 139,940,969.58</u>	<u>\$ 112,424,245.64</u>
<u>Totals by Type</u>													
Mutual fund								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CD								55,500,000.00	-	-	241,138.22	26,000,000.00	29,500,000.00
Money market								142,775,601.62	-	-	143,954.25	103,954,929.30	38,820,672.32
T-Note								28,135,000.00	101,531.91	(71,199.71)	-	-	28,165,332.20
Commercial paper								25,924,281.40	-	-	13,991.18	9,986,040.28	15,938,241.12
								<u>\$ 252,334,883.02</u>	<u>\$ 101,531.91</u>	<u>\$ (71,199.71)</u>	<u>\$ 399,083.65</u>	<u>\$ 139,940,969.58</u>	<u>\$ 112,424,245.64</u>



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Building Permit Report for May 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 May 2022 Building Permit Report

City of Ankeny
Building Permit Report
Month of May 2022

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	May-22		May-21		1/1/2022-5/31/2022		1/1/2021-5/31/2021		7/1/2021-5/31/2022	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	47	\$13,855,526	62	\$17,267,462	243	\$71,642,208	335	\$94,990,004	503	\$150,617,446
New Single Family Attached/Duplex	36	\$8,194,247	25	\$5,954,096	97	\$23,031,452	122	\$27,039,845	223	\$53,555,126
New Multi - Family	2	\$2,922,188	0	\$0	4	\$9,429,842	0	\$0	48	\$25,608,852
Total New Residential Permits	85	\$24,971,961	87	\$23,221,558	344	\$104,103,502	457	\$122,029,849	774	\$229,781,424
Additions/Alterations/Other (1)	111	\$1,272,449	113	\$647,351	352	\$4,641,783	395	\$3,313,661	737	\$8,942,471
Total New Dwelling Units	113		87		394		457		870	
NON-RESIDENTIAL										
New Commercial *	5	\$13,541,450	2	\$9,294,000	15	\$90,856,795	7	\$26,022,500	30	\$131,896,608
COM Additions/Alterations/Other	10	\$2,777,486	12	\$38,950,000	50	\$10,110,983	49	\$59,458,871	117	\$43,401,052
New Church	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
CHR Additions/Alterations/Other	1	\$5,080	0	\$0	1	\$5,080	5	\$4,784,000	3	\$60,080
New School	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
SCH Additions/Alterations/Other	0	\$0	0	\$0	3	\$40,550	1	\$5,176,000	3	\$40,550
Total Non Residential Permits	16	\$16,324,016	14	\$48,244,000	69	\$101,013,408	62	\$95,441,371	153	\$175,398,290
MISC PERMITS (2)	136	\$204,840	119	\$73,344	412	\$720,230	430	\$479,097	995	\$1,323,784
TOTALS	348	\$42,773,266	333	\$72,186,253	1177	\$210,478,923	1344	\$221,263,978	2659	\$415,445,969

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

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

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

* includes footing & foundation permits

The City Of Ankeny
Building Permit Report (Monthly)
Issued from May 2022

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	5/2/2022	\$267,161	22-2212-NEW	717 NE Country Meadow Dr	Elevated Builders LLC	Elevated Builders LLC
Single Family Detached	New Building	5/3/2022	\$286,420	22-2279-NEW	3108 NW 27th Cir	Ledgewood Builders LLC	Ledgewood Builders LLC
Single Family Detached	New Building	5/3/2022	\$278,658	22-2282-NEW	2705 NW Boulder Ridge RD	Ledgewood Builders LLC	Ledgewood Builders LLC
Single Family Detached	New Building	5/4/2022	\$240,491	22-2262-NEW	4103 NE 3rd St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	5/4/2022	\$247,209	22-2263-NEW	4107 NE 3rd St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	5/6/2022	\$264,558	22-2482-NEW	2812 NW Cedarwood St	DRA Properties	DRA Properties LLC
Single Family Detached	New Building	5/10/2022	\$184,651	22-2349-NEW	2819 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	5/10/2022	\$184,651	22-2353-NEW	2815 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	5/10/2022	\$184,651	22-2355-NEW	2811 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	5/10/2022	\$184,651	22-2388-NEW	2807 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	5/10/2022	\$184,651	22-2389-NEW	2803 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	5/10/2022	\$310,089	22-2391-NEW	4220 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	5/10/2022	\$255,600	22-2393-NEW	4216 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	5/10/2022	\$254,400	22-2394-NEW	4221 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	5/10/2022	\$264,313	22-2396-NEW	4217 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	5/10/2022	\$215,042	22-2397-NEW	4213 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	5/10/2022	\$308,889	22-2399-NEW	4212 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	5/11/2022	\$280,126	21-8080-NEW	2803 NW Beechwood St	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	New Building	5/11/2022	\$243,847	22-2433-NEW	305 NE Country Meadow Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	5/11/2022	\$261,298	22-2435-NEW	4111 NE 3rd St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	5/12/2022	\$329,293	21-4143-NEW	409 SW 15th St	Hubbell Homes LC	Hubbell Homes LC
Single Family Detached	New Building	5/12/2022	\$314,705	22-2431-NEW	230 NE 62nd St	Caliber Homes	Caliber Homes
Single Family Detached	New Building	5/12/2022	\$332,867	22-2445-NEW	234 NE 62nd St	Caliber Homes	Caliber Homes
Single Family Detached	New Building	5/13/2022	\$207,795	22-2322-NEW	614 NE Hunter Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	5/13/2022	\$207,795	22-2453-NEW	630 NE Hunter Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	5/13/2022	\$202,946	22-2579-NEW	706 NE Hunter Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	5/13/2022	\$242,765	22-2580-NEW	626 NE Hunter Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	5/16/2022	\$271,703	21-8084-NEW	3125 NW 27th Cir	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	New Building	5/16/2022	\$300,295	21-8086-NEW	3129 NW 27th Cir	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	New Building	5/16/2022	\$271,115	22-2160-NEW	2712 NW 21st St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	5/16/2022	\$273,687	22-2610-NEW	1409 NW Reinhart Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	5/16/2022	\$258,147	22-2617-NEW	301 NE Country Meadow Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	5/18/2022	\$553,670	22-2862-NEW	601 SW Camden Dr	Strahan Construction Company	Strahan Construction Company
Single Family Detached	New Building	5/19/2022	\$420,932	22-2436-NEW	1734 SW Franklin Dr	Ironcrest Design & Build LLC	Ironcrest Design & Build LLC
Single Family Detached	New Building	5/19/2022	\$334,297	22-2443-NEW	6121 NE Sherman Dr	Kimberley Development Corp	Kimberley Development Corp
Single Family Detached	New Building	5/19/2022	\$840,342	22-2679-NEW	814 SW Prairie Trail Pkwy	Ironcrest Design & Build LLC	Ironcrest Design & Build LLC
Single Family Detached	New Building	5/23/2022	\$218,607	22-2663-NEW	3917 NE 6th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	5/23/2022	\$219,824	22-2908-NEW	4028 NE 6th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	5/24/2022	\$333,251	22-2607-NEW	2603 SW Vineyard Ln	Bella Homes LLC	Bella Homes LLC
Single Family Detached	New Building	5/24/2022	\$333,671	22-2762-NEW	2414 SW Vineyard Ln	Bella Homes LLC	Bella Homes LLC
Single Family Detached	New Building	5/25/2022	\$507,764	22-2740-NEW	1509 SW Des Moines St	Caliber Homes	Caliber Homes
Single Family Detached	New Building	5/25/2022	\$376,523	22-2957-NEW	6010 NE Oak Dr	Caliber Homes	Caliber Homes
Single Family Detached	New Building	5/26/2022	\$356,588	22-2703-NEW	2608 NW 23rd ST	Jerry's Homes Inc	Jerry's Homes Inc

Single Family Detached	New Building	5/26/2022	\$221,941	22-2912-NEW	710 NE Hunter Dr	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	5/27/2022	\$291,466	22-2604-NEW	304 SW Prairie Trail Pkwy	Hubbell Homes LC	Hubbell Homes LC
Single Family Detached	New Building	5/27/2022	\$294,775	22-2853-NEW	3410 NW 25th St	Olive and Oak Homes LLC	10X Builders LLC
Single Family Detached	New Building	5/31/2022	\$437,406	22-3079-NEW	6013 NE Terrace Ridge Dr	Kimberley Development Corp	Kimberley Development Corp
Single Family Attached	New Building	5/13/2022	\$239,038	22-2340-NEW	4102 NE Timber Ln	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Attached	New Building	5/13/2022	\$242,821	22-2318-NEW	4106 NE Timber Ln	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Attached	New Building	5/16/2022	\$237,585	22-2837-NEW	3103 NW Cedarwood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	5/16/2022	\$237,585	22-2836-NEW	3107 NW Cedarwood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	5/16/2022	\$237,585	22-2835-NEW	3111 NW Cedarwood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	5/16/2022	\$237,585	22-2834-NEW	3115 NW Cedarwood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	5/16/2022	\$237,585	22-2390-NEW	3119 NW Cedarwood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	5/18/2022	\$217,133	22-1713-NEW	3952 NE Timber Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/18/2022	\$215,175	22-1712-NEW	3956 NE Timber Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/18/2022	\$216,872	22-1711-NEW	3960 NE Timber Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/18/2022	\$214,914	22-1710-NEW	3964 NE Timber Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/18/2022	\$217,133	22-1666-NEW	3968 NE Timber Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/18/2022	\$217,133	22-1664-NEW	4004 NE Timber Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/18/2022	\$215,175	22-1715-NEW	4008 NE Timber Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/18/2022	\$216,872	22-1716-NEW	4012 NE Timber Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/18/2022	\$214,914	22-1717-NEW	4016 NE Timber Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/18/2022	\$217,133	22-1718-NEW	4020 NE Timber Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/23/2022	\$245,830	22-2400-NEW	4110 NE Timber Ln	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Attached	New Building	5/23/2022	\$243,130	22-3034-NEW	4114 NE Timber Ln	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Attached	New Building	5/23/2022	\$242,346	22-3035-NEW	4118 NE Timber Ln	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Attached	New Building	5/23/2022	\$244,002	22-3036-NEW	4122 NE Timber Ln	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Attached	New Building	5/24/2022	\$215,815	22-2866-NEW	3616 NE Marissa Ln	Kyanite Design & Build	Kyanite Design & Build
Single Family Attached	New Building	5/24/2022	\$239,247	22-2865-NEW	3620 NE Marissa Ln	Kyanite Design & Build	Kyanite Design & Build
Single Family Attached	New Building	5/24/2022	\$239,247	22-2864-NEW	3624 NE Marissa Ln	Kyanite Design & Build	Kyanite Design & Build
Single Family Attached	New Building	5/24/2022	\$215,815	22-2678-NEW	3628 NE Marissa Ln	Kyanite Design & Build	Kyanite Design & Build
Single Family Attached	New Building	5/24/2022	\$215,815	22-2680-NEW	3640 NE Marissa Ln	Kyanite Design & Build	Kyanite Design & Build
Single Family Attached	New Building	5/24/2022	\$239,247	22-2867-NEW	3644 NE Marissa Ln	Kyanite Design & Build	Kyanite Design & Build
Single Family Attached	New Building	5/24/2022	\$239,247	22-2868-NEW	3648 NE Marissa Ln	Kyanite Design & Build	Kyanite Design & Build
Single Family Attached	New Building	5/24/2022	\$239,247	22-2869-NEW	3652 NE Marissa Ln	Kyanite Design & Build	Kyanite Design & Build
Single Family Attached	New Building	5/24/2022	\$215,815	22-2870-NEW	3656 NE Marissa Ln	Kyanite Design & Build	Kyanite Design & Build
Single Family Attached	New Building	5/31/2022	\$221,201	22-3018-NEW	1317 NW 33rd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/31/2022	\$221,201	22-3117-NEW	1321 NW 33rd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/31/2022	\$221,201	22-3019-NEW	1322 NW 33rd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/31/2022	\$221,201	22-3115-NEW	1326 NW 33rd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/31/2022	\$221,201	22-3118-NEW	1325 NW 33rd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/31/2022	\$221,201	22-3020-NEW	1329 NW 33rd Ln	Greenland Homes Inc	Greenland Homes Inc
Multi-Family (30 unit)	New Building	5/11/2022	\$2,847,188	21-7874-NEW	1675 SW Magazine Rd	JCorp Inc	JCorp Inc
Multi-Family (garages)	New Building	5/20/2022	\$75,000	22-1749-NEW	1010 SW Magazine Rd	Insite Construction	Insite Construction
Single Family Detached	Porch	5/2/2022	\$6,784	22-2210-PRCH	3405 NW Westwood St	Des Moines Deck, LLC	Des Moines Deck, LLC
Single Family Detached	Building Alteration	5/2/2022	\$12,760	22-2223-ALT	4807 SW Logan St	Sarah McElvaney	Sarah McElvaney
Single Family Detached	Porch	5/2/2022	\$3,540	22-2320-PRCH	5008 NE Trilein Dr	T & E Construction Inc	T & E Construction Inc

Single Family Detached	Porch	5/2/2022	\$1,540	22-2483-PRCH	2922 SW Ridgeview Ln	Zenith Design Build	Zenith Design Build
Single Family Detached	Porch	5/3/2022	\$5,040	22-1908-PRCH	3140 SE Primrose Dr	Vishal Patel	Vishal Patel
Single Family Detached	Building Addition	5/9/2022	\$25,071	22-2292-ADD	421 NW Scott St	Midwest Construction	Midwest Construction
Single Family Detached	Building Addition	5/9/2022	\$32,906	22-2293-ADD	601 NW Stratford Ct	Midwest Construction	Midwest Construction
Single Family Detached	Building Alteration	5/9/2022	\$9,999	22-2317-ALT	3208 NW 28th St	Homeworx	Homeworx
Single Family Detached	Porch	5/9/2022	\$8,640	22-2530-PRCH	3520 NW 14th St	Nicholas Olson	Nicholas Olson
Single Family Detached	Building Alteration	5/10/2022	\$52,232	22-2526-ALT	721 NW Boulder Point Cir	Infinite Home Creations	Infinite Home Creations
Single Family Detached	Porch	5/11/2022	\$3,520	22-2469-PRCH	1009 SE Hayes Dr	Suzana Dobrosavljevic	Zelen LLC
Single Family Detached	Solar	5/11/2022	\$45,124	22-2585-SOL	205 NW Jackson Dr	Dexton Lybbert	Skyline Solar
Single Family Detached	Building Alteration	5/11/2022	\$25,056	22-2820-ALT	3415 NE 11th St	Elevated Builders LLC	Elevated Builders LLC
Single Family Detached	Building Addition	5/12/2022	\$38,273	22-1588-ADD	307 NE Hanover Ct	Crossover Construction	Crossover Construction
Single Family Detached	Building Addition	5/12/2022	\$23,504	22-2598-ADD	2201 NW Ashland Pkwy	Evans Property Service	Evans Property Service
Single Family Detached	Building Alteration	5/12/2022	\$18,096	22-2602-ALT	1014 NE 15th St	Kent Penquite	Kent Penquite
Single Family Detached	Solar	5/13/2022	\$30,000	22-2640-SOL	3214 NW 25th St	Purelight Power	Purelight Power
Single Family Detached	Solar	5/13/2022	\$30,000	22-2657-SOL	2112 NW 2nd St	Purelight Power	Purelight Power
Single Family Detached	Solar	5/13/2022	\$15,000	22-2666-SOL	943 NE Otter Ridge Cir	Purelight Power	Purelight Power
Single Family Detached	Porch	5/13/2022	\$2,000	22-2736-PRCH	304 SE Willow Run Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Building Alteration	5/16/2022	\$22,411	22-2543-ALT	1317 NW 27th St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	Pergola	5/16/2022	\$65,000	22-2611-PERG	2214 SW White Birch Dr	Cole Stuedemann	Elk River Contracting
Single Family Detached	Building Alteration	5/16/2022	\$16,727	22-2685-ALT	1517 SW Franklin Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	Porch	5/16/2022	\$2,880	22-2764-PRCH	3125 NW 27th Cir	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Solar	5/17/2022	\$25,000	22-2694-SOL	2601 NW 44th St	Purelight Power	Purelight Power
Single Family Detached	Porch	5/17/2022	\$3,360	22-2776-PRCH	2302 NW North Creek Dr	Midwest Builders Of Iowa	Midwest Builders Of Iowa
Single Family Detached	Building Alteration	5/17/2022	\$2,750	22-2844-ALT	821 SE Peterson Dr	Dry Basement Iowa	Dry Basement Iowa
Single Family Detached	Porch	5/17/2022	\$3,840	22-2885-PRCH	304 NE Pinehurst Cir	Kathy Craig	Becker Construction Services
Single Family Detached	Solar	5/17/2022	\$15,000	22-2954-SOL	817 SE Michael Dr	Purelight Power	Purelight Power
Single Family Detached	Solar	5/17/2022	\$15,000	22-2971-SOL	2714 SW Plaza Pkwy	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	5/18/2022	\$20,741	22-2977-ALT	2402 NW Reinhart Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	Building Alteration	5/18/2022	\$16,704	22-3004-ALT	2705 SW 21st Cir	Lifetime Construction	Lifetime Construction
Single Family Detached	Solar	5/19/2022	\$35,481	22-2727-SOL	919 SE Chaparal Dr	Dexton Lybbert	Skyline Solar
Single Family Detached	Building Alteration	5/19/2022	\$10,672	22-2785-ALT	522 NE 42nd Ct	Matthew Moser	Matthew Moser
Single Family Detached	Building Alteration	5/19/2022	\$16,704	22-2893-ALT	711 NW 31st St	Eli Jaspering	Elite Handyman & Remodeling
Single Family Detached	Porch	5/20/2022	\$3,840	22-2770-PRCH	211 NW Seasons Dr	Vishal Patel	Vishal Patel
Single Family Detached	Building Alteration	5/20/2022	\$10,000	22-2825-ALT	1515 NE Williamsburg Dr	Enderson Electric, LLC	Enderson Electric, LLC
Single Family Detached	Building Alteration	5/20/2022	\$16,240	22-2928-ALT	504 NW 31st St	Whitey Exteriors	Whitey Exteriors
Single Family Detached	Porch	5/20/2022	\$9,600	22-3073-PRCH	2773 SW 21st Cir	Giovanti Homes LLC	Giovanti Homes LLC
Single Family Detached	Building Addition	5/23/2022	\$19,049	22-2528-ADD	1816 NE Oak Dr	Pipbuilt Inc	Pipbuilt Inc
Single Family Detached	Solar	5/23/2022	\$15,470	22-2786-SOL	801 NE 9th St	One Source Solar	1 Source Solar, 8x8 Contracting
Single Family Detached	Solar	5/23/2022	\$16,770	22-2792-SOL	407 SW 16th St	One Source Solar	1 Source Solar, 8x8 Contracting
Single Family Detached	Building Alteration	5/24/2022	\$15,800	22-2848-ALT	821 SE 9th St	Christopher Mortale	Amazed Construction Services Inc
Single Family Detached	Solar	5/24/2022	\$34,767	22-2899-SOL	2934 SW Glenbrooke Blvd	Dexton Lybbert	Skyline Solar
Single Family Detached	Building Alteration	5/24/2022	\$24,546	22-3110-ALT	2415 NW Rockcrest Ct	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Building Alteration	5/24/2022	\$18,415	22-3160-ALT	818 SE 10th St	Thrasher Inc	Thrasher Inc
Single Family Detached	Building Addition	5/25/2022	\$16,453	22-2013-ADD	1603 SW Westview Dr	DesignCo	Legendary Construction Services
Single Family Detached	Building Alteration	5/25/2022	\$18,444	22-2547-ALT	1602 NW Poppy Ct	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Building Alteration	5/25/2022	\$13,874	22-2707-ALT	2521 NW Woodbury Dr	Vishal Patel	Vishal Patel
Single Family Detached	Solar	5/25/2022	\$14,000	22-3169-SOL	3203 NW 14th St	Bartlett Electric	Bartlett Electric
Single Family Detached	Gazebo	5/26/2022	\$2,800	22-3229-GAZ	3112 NW 29th St	Leonard Springer	Leonard Springer

Single Family Detached Duplex	Solar	5/27/2022	\$16,000	22-2810-SOL	703 NE 46th Ct	Purelight Power	Purelight Power
Single Family Detached	Solar	5/27/2022	\$30,000	22-2861-SOL	3006 NW Westwood St	Purelight Power	Purelight Power
Single Family Detached	Solar	5/27/2022	\$15,000	22-2901-SOL	2521 NW 40th St	Purelight Power	Purelight Power
Single Family Detached	Solar	5/27/2022	\$20,000	22-2906-SOL	3616 NE 11th St	Purelight Power	Purelight Power
Single Family Detached	Solar	5/27/2022	\$20,000	22-3093-SOL	613 NW School St	Purelight Power	Purelight Power
Single Family Attached	Solar	5/27/2022	\$30,000	22-3224-SOL	3002 NW Westwood St	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	5/27/2022	\$4,700	22-3233-ALT	501 SW Westlawn Dr	BAM Basements	BAM Basements
Single Family Detached	Building Alteration	5/27/2022	\$5,429	22-3249-ALT	3015 SE 22nd St	Reese Builders Inc	Reese Builders Inc
Single Family Detached	Building Alteration	5/31/2022	\$17,075	22-3219-ALT	1221 NW Reinhart Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	Garage	5/5/2022	\$11,282	22-2417-GAR	609 SE Sherman Dr	Renomads LLC	Renomads LLC
Single Family Detached	Garage	5/16/2022	\$31,588	22-2751-GAR	413 SW State St	Jeffrey Paul Homes LLC	Jeffrey Paul Homes LLC
Single Family Detached	Garage	5/18/2022	\$30,768	22-2886-GAR	548 SW Goodwin St	Ryan Harding	Harding Construction
Single Family Detached	Garage	5/27/2022	\$20,922	22-1956-GAR	1820 SW Franklin Dr	Josh Jensen	Josh Jensen
Single Family Detached	Shed	5/2/2022	\$1,600	22-2228-SHD	3102 NW Westwood St	Jenna Britt	Jenna Britt
Single Family Detached	Shed	5/10/2022	\$1,920	22-2608-SHD	3203 NW 30th St	Joshua Klinge	Joshua Klinge
Single Family Detached	Shed	5/12/2022	\$1,920	22-2557-SHD	709 NE 42nd St	Jason Rose	Tuff Shed
Single Family Detached	Shed	5/12/2022	\$3,840	22-2817-SHD	3608 NE 11th St	Don Fraher	Don Fraher
Single Family Detached	Shed	5/16/2022	\$2,400	22-2674-SHD	1914 NE Lancaster Dr	Henrik Gabrielsson	Tuff Shed
Single Family Detached	Shed	5/16/2022	\$3,920	22-2676-SHD	6102 NE Briarwood Dr	Kyanite Design & Build	Kyanite Design & Build
Single Family Detached	Shed	5/16/2022	\$5,760	22-2677-SHD	509 NE Liberty Ct	Kyanite Design & Build	Kyanite Design & Build
Single Family Detached	Shed	5/16/2022	\$6,400	22-2795-SHD	522 SW Westlawn Dr	Scott Ludwig	Scott Ludwig
Single Family Detached	Shed	5/17/2022	\$3,200	22-2830-SHD	2301 SW Oralabor Rd Unit 111	Eugene Allen	Premier Portable Buildings
Single Family Detached	Shed	5/19/2022	\$1,600	22-3057-SHD	3215 NW 20th St	Christopher Myers	Christopher Myers
Single Family Detached	Shed	5/20/2022	\$2,400	22-2783-SHD	4905 NE Innsbruck Dr	Jamie E Punke	Sunrise Sheds
Single Family Detached	Shed	5/20/2022	\$1,600	22-2890-SHD	3023 NW 28th St	Douglas E Clippert	Tuff Shed
Single Family Detached	Shed	5/23/2022	\$1,120	22-2669-SHD	1802 NW 10th St	Gil E Gilchrist	Gil E Gilchrist
Single Family Detached	Shed	5/24/2022	\$2,000	22-1688-SHD	3408 NE 11th St	Christopher Mortale	Amazed Construction Services Inc
Single Family Detached	Shed	5/24/2022	\$1,600	22-3105-SHD	1508 NE Falstaff Ln	Windsor Village Townhomes Assoc	Tuff Shed (Home Depot)
Single Family Detached	Shed	5/25/2022	\$3,360	22-3145-SHD	312 NW Jackson Dr	Dale W Hight	Dale W Hight
Single Family Detached	Shed	5/26/2022	\$3,360	22-3203-SHD	106 SW Cherry St	Timothy Pitts	Timothy Pitts
Single Family Detached	Spa/Hot Tub	5/27/2022		22-3231-SPA	2821 NW 21st St	Steven Willis	Steven Willis
Single Family Detached	Swimming Pool	5/16/2022		22-2554-POOL	3820 SW 2nd Ct	Wiges Outdoor Services	Wiges Outdoor Services
Single Family Detached	Swimming Pool	5/16/2022		22-2952-POOL	3207 SW 26th St	Aldin Omerasevic	Aldin Omerasevic
Single Family Detached	Swimming Pool	5/17/2022		22-2798-POOL	4814 NE Oak Dr	Joel Keenan	Joel Keenan
Single Family Detached	Swimming Pool	5/18/2022		22-3014-POOL	305 NW Seasons Dr	Heather Jones	Heather Jones
Single Family Detached	Swimming Pool	5/19/2022		22-2826-POOL	3409 NW 22nd Cir	Carole Lund-Smith	WCI Pools & Spas
Single Family Detached	Swimming Pool	5/24/2022		22-2918-POOL	1214 NE 53rd Ct	Premier Pools & Spas	Premier Pools & Spas
Single Family Detached	Swimming Pool	5/25/2022		22-2701-POOL	1815 SW Oak St	Pacifico Pools LLC	Pacifico Pools LLC
Single Family Detached	Swimming Pool	5/26/2022		22-3225-POOL	4313 SW Ash Ct	Meredith Lamberti	Meredith Lamberti
Single Family Detached	Swimming Pool	5/31/2022		22-3111-POOL	1709 SW Des Moines St	Jeremy Reigler	Paradise Pools of Iowa
Single Family Attached	Deck	5/2/2022	\$600	22-2178-DECK	809 SE Delaware Ave	Brass Key Construction	Brass Key Construction
Single Family Detached	Deck	5/2/2022	\$2,208	22-2310-DECK	1903 SW Precedence Rd	T & E Construction Inc	T & E Construction Inc

Single Family Detached	Deck	5/3/2022	\$1,728	22-2454-DECK	4216 NW Cedarwood Dr	Busy Builders LLC	Busy Builders LLC
Single Family Detached	Deck	5/11/2022	\$2,016	22-2778-DECK	3105 NW 28th St	Chad M McIlhon	Salazar Builders
Single Family Detached	Deck	5/13/2022	\$1,440	22-2561-DECK	3605 NE Raintree Dr	Richard G Jespersen	Richard G Jespersen
Single Family Detached	Deck	5/13/2022	\$1,728	22-2673-DECK	1325 NE 51st St	Mccarthy Construction	Mccarthy Construction
Single Family Attached	Deck	5/13/2022	\$2,400	22-2884-DECK	2810 SW Prairie Trail Pkwy	Cutolo Donald	Cutolo Donald
Single Family Detached	Deck	5/17/2022	\$5,904	22-2334-DECK	913 SE 8th St	One Off Builders	One Off Builders
Single Family Detached	Deck	5/17/2022	\$1,728	22-2796-DECK	4219 NW Westwood St	Curtis Mellick	Curtis Mellick
Single Family Detached	Deck	5/17/2022	\$9,504	22-2978-DECK	1638 NW Reinhart Dr	Jeff D Lewis	Busy Builders LLC
Single Family Detached	Deck	5/18/2022	\$2,616	22-2470-DECK	1815 NW Prairie Lakes Dr	Hammer and A Fork	Hammer and A Fork
Single Family Detached	Deck	5/18/2022	\$1,368	22-2797-DECK	1911 SW Vintage Pkwy	John R Lee	Kerry Blind
Single Family Detached	Deck	5/20/2022	\$1,008	22-2924-DECK	5014 NE Rio Dr	Taylor M Gross	Taylor M Gross
Single Family Detached	Deck	5/20/2022	\$960	22-3051-DECK	421 NE 8th St	Rebecca L Horton	Rebecca L Horton
Single Family Detached	Deck	5/23/2022	\$800	22-2327-DECK	2117 NW 43rd St	Jodi Park	Jodi Park
Single Family Detached	Deck	5/23/2022	\$1,200	22-2784-DECK	3813 NE 6th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	Deck	5/24/2022	\$2,880	22-1373-DECK	1610 NW Reinhart Dr	Better Builders	Better Builders
Single Family Detached	Deck	5/24/2022	\$16,430	22-1988-DECK	5103 NE Rio Ct	Better Builders	Better Builders
Single Family Detached	Deck	5/25/2022	\$2,304	22-2746-DECK	4013 NW 7th St	Brothers Trim & Remodeling	Brothers Trim & Remodeling
Single Family Detached	Deck	5/31/2022	\$1,440	22-3276-DECK	3702 NE Raintree Dr	Richard G Jespersen	Richard G Jespersen
Hotel/Motel	New Building	5/9/2022	\$10,250,000	22-0800-NEW	2602 SE Hulsizer Rd	BMP Hotel Development, LLC	BMP Hotel Development, LLC
Storage	New Building	5/12/2022	\$226,450	22-1731-NEW	320 NW College Ave	Imprint Architects	Faith Baptist Bible College
Office	Building Shell	5/17/2022	\$952,000	22-1681-SHELL	1950 SW Magazine Rd	DRA Properties	DRA Properties
Office	Building Shell	5/18/2022	\$813,000	22-2749-SHELL	1075 SW Oralabor Rd	Venter Spooner Inc	Venter Spooner Inc
Office	New Building	5/23/2022	\$1,300,000	22-0660-NEW	350 NW 18th St	Downing Construction Inc	Downing Construction Inc
Retail	Building Alteration	5/5/2022	\$50,000	22-1092-ALT	1915 SW Plaza Pkwy Ste 111	Keystone Construction Services	Keystone Construction Services
Hotel/Motel	Building Alteration	5/9/2022	\$950,000	22-1115-ALT	133 SE Delaware Ave	Chris Pike	Chris Pike
Other (Kum&Go)	Building Alteration	5/9/2022	\$50,000	22-2384-ALT	1910 SW White Birch Cir	Seneca Companies, Inc	Seneca Companies, Inc
Other (Kum&Go)	Building Alteration	5/9/2022	\$50,000	22-2385-ALT	1825 N Ankeny Blvd	Seneca Companies, Inc	Seneca Companies, Inc
Other (Kum&Go)	Building Alteration	5/9/2022	\$50,000	22-2387-ALT	1025 E 1st St	Seneca Companies, Inc	Seneca Companies, Inc
Retail	Building Alteration	5/18/2022	\$90,000	22-0513-ALT	2405 SW White Birch Dr Ste 110	Ken Anderson LLC	Steve Tracy
Other (Fitness Center)	Building Alteration	5/19/2022	\$8,000	22-2903-ALT	1932 SW 3rd St Ste 3	Ian Nissen	Ian Nissen
Storage	Building Alteration	5/20/2022	\$1,482,486	22-2339-ALT	1 Sysco Pl	Hannibal Industries	Hannibal Industries
Other (Car Detailing)	Building Alteration	5/26/2022	\$35,000	22-3132-ALT	117 SE Lorenz Dr Unit 105	MJG Development	MJG Development
Restaurant	Building Alteration	5/27/2022	\$12,000	22-3133-ALT	918 E 1st St	Altoona Construction	Altoona Construction
Church	Pergola	5/9/2022	\$5,080	22-2594-PERG	602 SE Delaware Ave	Bruce Beckwith	Bruce Beckwith
Single Family Detached	Fence/Wall	5/4/2022		22-2491-FNCE	2117 NW 43rd St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	5/5/2022		22-2382-FNCE	3113 NW 30th St	Renomads LLC	Renomads LLC
Single Family Detached	Fence/Wall	5/9/2022		22-2146-FNCE	1601 NE Innsbruck Ct	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	5/9/2022		22-2497-FNCE	3121 NW Harmon Ct	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	5/9/2022		22-2498-FNCE	4101 NE 6th St	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	5/9/2022		22-2499-FNCE	2409 NW Woodbury Dr	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	5/10/2022		22-2474-FNCE	1605 NE Lowell Ct	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	5/10/2022		22-2475-FNCE	2720 NW 44th St	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	5/10/2022		22-2476-FNCE	3217 NW 22nd St	American Fence Company	American Fence Company

Single Family Detached	Fence/Wall	5/10/2022	22-2477-FNCE	1406 NW Reinhart Dr	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	5/10/2022	22-2524-FNCE	1602 SW State St	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	5/11/2022	22-2523-FNCE	2602 NW Boulder Point Pl	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	5/11/2022	22-2529-FNCE	2109 NW Linwood Ct	Michelle Kwak	Michelle Kwak
Single Family Detached	Fence/Wall	5/11/2022	22-2599-FNCE	606 NW School St	Randall L Wilson	Kevin L Johnson
Single Family Detached	Fence/Wall	5/11/2022	22-2670-FNCE	504 SW Prairie Trail Pkwy	Nick Evans	Nick Evans
Single Family Detached	Fence/Wall	5/11/2022	22-2671-FNCE	524 NE 53rd Ct	Terry Gilbert	Jesse Van Gundy
Single Family Attached	Fence/Wall	5/11/2022	22-2700-FNCE	553 NW Autumn Crest Dr	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	5/13/2022	22-2177-FNCE	3407 NE 11th St	Anh Nguyen	Thomas Dao
Single Family Detached	Fence/Wall	5/13/2022	22-2662-FNCE	2756 SW 21st Cir	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	5/17/2022	22-2980-FNCE	1502 NW Linwood Dr	Ben E Rivera	Ben E Rivera
Single Family Detached	Fence/Wall	5/17/2022	22-2794-FNCE	114 NE Grant St	Carrie Essary	Central Iowa Fencing
Single Family Detached	Fence/Wall	5/17/2022	22-2879-FNCE	3202 NW 25th St	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	5/17/2022	22-2881-FNCE	1222 NW Reinhart Dr	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	5/17/2022	22-2880-FNCE	4215 SW Snyder Blvd	Absolute Fence LLC	Absolute Fence LLC
Single Family Attached	Fence/Wall	5/17/2022	22-2882-FNCE	911 NW Prairie Ridge Dr	Katie VanDyke	Katie VanDyke
Single Family Detached	Fence/Wall	5/17/2022	22-2832-FNCE	2506 SW Plaza Pkwy	Mark Kauffman	Mark Kauffman
Single Family Detached	Fence/Wall	5/17/2022	22-2827-FNCE	708 NE Pearl Dr	Larinda Mongan	Larinda Mongan
Single Family Detached	Fence/Wall	5/18/2022	22-2083-FNCE	3406 NW 25th St	Tyler Maschoff	Blake Justus
Single Family Detached	Fence/Wall	5/18/2022	22-2888-FNCE	2414 NW 40th St	Anna M O'shea	Thrive Fencing
Single Family Detached	Fence/Wall	5/18/2022	22-2905-FNCE	2024 NW 31st St	Titan Fence, LLC	Titan Fence, LLC
Single Family Detached	Fence/Wall	5/18/2022	22-2916-FNCE	902 SE Laurie Ln	Titan Fence, LLC	Titan Fence, LLC
Single Family Detached	Fence/Wall	5/18/2022	22-3013-FNCE	3027 NW Harmon Ct	Brian Friest	Brian Friest
Single Family Detached	Fence/Wall	5/19/2022	22-2073-FNCE	615 NE 56th St	Nicholas Taylor	Nicholas Taylor
Single Family Detached	Fence/Wall	5/19/2022	22-2668-FNCE	1610 NW Poppy Ct	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	5/19/2022	22-2790-FNCE	705 NE Hunter Dr	Connor Milligan	Halcyon Fencing
Single Family Detached	Fence/Wall	5/19/2022	22-2875-FNCE	3903 NW 11th Ct	Jessica Gonzalez	Jessica Gonzalez
Single Family Detached	Fence/Wall	5/20/2022	22-2818-FNCE	5003 SW Somersby Dr	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	5/20/2022	22-2919-FNCE	1324 NW Reinhart Dr	Michael Bell	Michael Bell
Single Family Detached	Fence/Wall	5/20/2022	22-3039-FNCE	4715 NW 5th St	Brandon Welander	Brandon Welander
Single Family Detached	Fence/Wall	5/20/2022	22-3040-FNCE	3014 NW Abilene Rd	Andrew O'leary	Classic Post & Rail
Single Family Detached	Fence/Wall	5/20/2022	22-3045-FNCE	3120 NW 25th St	Robert Campbell	Robert Campbell
Single Family Detached	Fence/Wall	5/20/2022	22-3059-FNCE	2510 SW Plaza Pkwy	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	5/23/2022	22-2819-FNCE	2768 SW 21st Cir	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	5/23/2022	22-2839-FNCE	3106 NW 30th St	Cole Cook	Cole Cook
Single Family Detached	Fence/Wall	5/23/2022	22-3064-FNCE	2307 SW Woodbury Ln	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	5/23/2022	22-3075-FNCE	522 SW Westlawn Dr	Scott Ludwig	Scott Ludwig
Single Family Detached	Fence/Wall	5/24/2022	22-2702-FNCE	420 NE 55th St	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	5/24/2022	22-3069-FNCE	1714 SW Precedence Rd	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	5/24/2022	22-3098-FNCE	2711 SW 17th St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	5/24/2022	22-3103-FNCE	2909 SW Pleasant St	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	5/24/2022	22-3135-FNCE	4819 NW 5th St	American Fence Company	American Fence Company
Single Family Detached	Fence/Wall	5/24/2022	22-3136-FNCE	204 NE 51st St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	5/25/2022	22-2307-FNCE	2512 NW 44th St	Great Barrier Fence Co	Great Barrier Fence Co
Single Family Detached	Fence/Wall	5/25/2022	22-2308-FNCE	2106 NW Maple St	Great Barrier Fence Co	Great Barrier Fence Co
Single Family Detached	Fence/Wall	5/25/2022	22-2331-FNCE	1307 NW 29th St	Larry Tanchinh	Justin T Abbott
Single Family Detached	Fence/Wall	5/25/2022	22-2447-FNCE	1606 SW Prairie Trail Pkwy	Jacob Neuzil	Jacob Neuzil
Single Family Detached	Fence/Wall	5/25/2022	22-3104-FNCE	4013 NW 7th St	Tyrone S Williams	Brothers Trim & Remodeling

Single Family Detached	Fence/Wall	5/26/2022		22-3146-FNCE	2605 SW 23rd St	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	5/26/2022		22-3192-FNCE	2405 NW Park Meadows Dr	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	5/26/2022		22-3207-FNCE	2401 NW Park Meadows Dr	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	5/27/2022		22-3202-FNCE	2310 SW 23rd St	Cristina Rodriguez	Central Iowa Fencing
Single Family Detached	Fence/Wall	5/27/2022		22-3204-FNCE	1210 SE Cortina Dr	Tyler Peterson	Tyler Peterson
Single Family Detached	Fence/Wall	5/27/2022		22-3205-FNCE	5026 NE Seneca Dr	Absolute Fence LLC	Absolute Fence LLC
Other (MetroNet)	Fence/Wall	5/27/2022		22-3256-FNCE	1321 SW Ordnance Rd	Command Consulting	Command Consulting
Single Family Detached	Fence/Wall	5/27/2022		22-3264-FNCE	1302 SE Hayes Dr	Patrick Nath	Patrick Nath
Single Family Detached	Fence/Wall	5/31/2022		22-2465-FNCE	3219 NW 30th St	Garry Buckner	Garry Buckner
Mixed Use	Sign	5/2/2022	\$4,500	22-2042-SIGNP	220 W 1st St	Signarama - Ankeny	Signarama - Ankeny
Office	Sign	5/2/2022	\$5,000	22-2198-SIGNP	2110 SE Delaware Ave	Chesnut Signs	Chesnut Signs
Office	Sign	5/2/2022	\$5,000	22-2199-SIGNP	2110 SE Delaware Ave	Chesnut Signs	Chesnut Signs
Mixed Use	Sign	5/2/2022	\$2,200	22-2232-SIGNP	2401 SE Tones Dr Ste 5	Signarama - Ankeny	Signarama - Ankeny
Office	Sign	5/5/2022	\$6,798	22-2056-SIGNP	3602 NE Otterview Cir Ste B	Signarama Urbandale	Signarama Urbandale
Retail	Sign	5/9/2022	\$1,687	22-1424-SIGNP	4004 NE Spectrum Dr	MG2 Corporation	Jones Covey Group Inc.
Retail	Sign	5/9/2022	\$1,687	22-1425-SIGNP	4004 NE Spectrum Dr	MG2 Corporation	Jones Covey Group Inc.
Retail	Sign	5/9/2022	\$1,687	22-1426-SIGNP	4004 NE Spectrum Dr	MG2 Corporation	Jones Covey Group Inc.
Retail	Sign	5/9/2022	\$1,687	22-1427-SIGNP	4004 NE Spectrum Dr	MG2 Corporation	Jones Covey Group Inc.
Retail	Sign	5/9/2022	\$12,594	22-1428-SIGNP	4000 NE Spectrum Dr	MG2 Corporation	Novak Construction Company
Retail	Sign	5/9/2022	\$15,628	22-1429-SIGNP	4000 NE Spectrum Dr	MG2 Corporation	Novak Construction Company
Retail	Sign	5/9/2022	\$15,628	22-1430-SIGNP	4000 NE Spectrum Dr	MG2 Corporation	Novak Construction Company
Retail	Sign	5/9/2022	\$15,628	22-1431-SIGNP	4000 NE Spectrum Dr	MG2 Corporation	Novak Construction Company
Retail	Sign	5/9/2022	\$4,686	22-1432-SIGNP	4000 NE Spectrum Dr	MG2 Corporation	Novak Construction Company
Retail	Sign	5/9/2022	\$2,000	22-1765-SIGNP	1610 SW Main St Ste 102B	Image 360	Image 360
Storage	Sign	5/9/2022	\$3,995	22-2312-SIGNP	902 SE Shurfine Dr Ste 130	Chesnut Signs	Chesnut Signs
Industrial	Sign	5/10/2022	\$4,000	22-2725-SIGNP	5825 SE Delaware Ave	Omaha Neon Sign Company	Omaha Neon Sign Company
Office	Sign	5/16/2022	\$12,000	22-2904-SIGNP	800 E 1st St Ste 2500	ASI Signage	ASI Signage
Retail	Sign	5/17/2022	\$25,000	22-2821-SIGNP	3175 SE Delaware Ave	Edge Commercial	Edge Commercial
Office	Sign	5/17/2022	\$8,852	22-2933-SIGNP	1510 SW Vintage Pkwy Ste 230	Lange Sign Group	Lange Sign Group
Office	Sign	5/17/2022	\$6,784	22-2937-SIGNP	1510 SW Vintage Pkwy Ste 230	Lange Sign Group	Lange Sign Group
Retail	Sign	5/18/2022	\$2,500	22-2930-SIGNP	1510 N Ankeny Blvd Ste 10	Connection Media Corp	Connection Media Corp
Restaurant	Sign	5/19/2022	\$5,186	22-2752-SIGNP	1730 N Ankeny Blvd	Signs-N-More	Signs-N-More
Restaurant	Sign	5/19/2022	\$4,636	22-2753-SIGNP	1730 N Ankeny Blvd	Signs-N-More	Signs-N-More
Restaurant	Sign	5/19/2022	\$4,305	22-2754-SIGNP	1730 N Ankeny Blvd	Signs-N-More	Signs-N-More
Restaurant	Sign	5/19/2022	\$2,345	22-2755-SIGNP	1730 N Ankeny Blvd	Signs-N-More	Signs-N-More
Restaurant	Sign	5/19/2022	\$2,772	22-2756-SIGNP	1730 N Ankeny Blvd	Signs-N-More	Signs-N-More
Restaurant	Sign	5/19/2022	\$2,520	22-2757-SIGNP	1730 N Ankeny Blvd	Signs-N-More	Signs-N-More
Restaurant	Sign	5/19/2022	\$2,170	22-2759-SIGNP	1730 N Ankeny Blvd	Signs-N-More	Signs-N-More
Restaurant	Sign	5/19/2022	\$2,150	22-2760-SIGNP	1730 N Ankeny Blvd	Signs-N-More	Signs-N-More
Restaurant	Sign	5/19/2022	\$12,500	22-2761-SIGNP	1730 N Ankeny Blvd	Signs-N-More	Signs-N-More
Restaurant	Sign	5/19/2022	\$1,500	22-2949-SIGNP	1730 N Ankeny Blvd	Signs-N-More	Signs-N-More
Retail	Sign	5/26/2022	\$5,215	22-2892-SIGNP	1875 N Ankeny Blvd Ste 106	Signarama - Ankeny	Signarama - Ankeny
Storage	Temporary Sign	5/9/2022		22-2315-SIGNT	902 SE Shurfine Dr Ste 130	Chesnut Signs	Chesnut Signs
Restaurant	Temporary Sign	5/10/2022		22-2724-SIGNT	1730 N Ankeny Blvd	Kristen Sandhurst	Kristen Sandhurst
Daycare	Temporary Sign	5/11/2022		22-2743-SIGNT	1606 NW Irvinedale Dr Unit 101	Rhoda Harris	Rhoda Harris

Retail	Temporary Sign	5/11/2022	22-2744-SIGNT	1805 SE Delaware Ave Ste 1200	Brent Lindquist	Brent Lindquist
Industrial	Temporary Sign	5/12/2022	22-2816-SIGNT	4150 SE Delaware Ave	Brandy Kading	Brandy Kading
Restaurant	Temporary Sign	5/16/2022	22-2878-SIGNT	1300 NW 36th St Ste 101	Vintage Brewhouse	Vintage Brewhouse
Retail	Temporary Sign	5/31/2022	22-2998-SIGNT	833 E 1st St Ste 102	Arun Sharma	Arun Sharma
Other (Golf ClubHouse)	Canopy/Tent	5/19/2022	22-3032-TENT	3405 NE Trilein Dr	Andie Toledo	Andie Toledo
Other (Pavilion)	Canopy/Tent	5/24/2022	22-2895-TENT	1500 SW Main St	Maggie Pforts	Maggie Pforts
Other (Pavilion)	Canopy/Tent	5/24/2022	22-2896-TENT	1500 SW Main St	Maggie Pforts	Maggie Pforts
Other (Pavilion)	Canopy/Tent	5/25/2022	22-3159-TENT	1500 SW Main St	Ankeny Area Chamber of Commerce	Ankeny Area Chamber of Commerce
Single Family Detached	Drive Approach	5/5/2022	22-2481-RSTRM	1102 NW Maple St	J & J Concrete Inc	J & J Concrete Inc
Single Family Detached	Drive Approach	5/5/2022	22-2519-RSTRM	4309 NE Briarwood Dr	David Batts	Executive Interiors
Single Family Detached	Drive Approach	5/5/2022	22-2521-RSTRM	3202 NW Boulder Brook Pl	EBN Construction LLC	EBN Construction LLC
Manufacturing	Drive Approach	5/9/2022	22-2555-RSTRM	1 Sysco Pl	Sysco Food Services of Iowa	Absolute Concrete Construction
Single Family Detached	Drive Approach	5/13/2022	22-2874-RSTRM	110 NE Crestmoor Pl	Solis Concrete	Solis Concrete
Single Family Detached	Drive Approach	5/13/2022	22-2876-RSTRM	113 NE Crestmoor Pl	Solis Concrete	Solis Concrete
Single Family Detached	Drive Approach	5/18/2022	22-3001-RSTRM	1612 NW 30th Ct	DSM Property Services	DSM Property Services
Single Family Detached	Drive Approach	5/24/2022	22-3163-RSTRM	708 NE Mission Ct	Larry Voigt	Caruth Construction
Single Family Detached	Drive Approach	5/25/2022	22-3212-RSTRM	806 NW Applewood St	Francisco Colon	Jose Ramirez
Single Family Detached	Sidewalk	5/5/2022	22-2595-RSWRP	1008 SE Cooper Ct	Carol Ballard	Norwalk Seasonal Services
Single Family Detached	Sidewalk	5/9/2022	22-2723-RSWRP	1408 SE Wanda Dr	David M Everett	Ikerson Concrete
Single Family Detached	Sidewalk	5/10/2022	22-2698-RSWRP	4904 NE Innsbruck Dr	HS Concrete Inc	HS Concrete Inc
Single Family Detached	Sidewalk	5/10/2022	22-2763-RSWRP	3701 SW Bluegrass Cir	J & J Concrete Inc	J & J Concrete Inc
Single Family Detached	Sidewalk	5/12/2022	22-2860-RSWRP	313 NW College Ave	Darwin D Miller	AJ Concrete
Single Family Detached	Sidewalk	5/17/2022	22-2963-RSWRP	2805 NW 2nd Ct	EBN Construction LLC	EBN Construction LLC
Single Family Detached	Sidewalk	5/17/2022	22-2988-RSWRP	510 SE Aster Ct	Belieu Contracting	Belieu Contracting
Single Family Detached	Sidewalk	5/25/2022	22-3140-RSWRP	2913 NW Park Ln	Lindsey N Clark	Brandon S Collins
Single Family Detached	Sidewalk	5/26/2022	22-3150-RSWRP	2817 NW 2nd Ct	Elmer Gonzalez	Elmer Gonzalez
Single Family Detached	Sidewalk	5/31/2022	22-3281-RSWRP	312 NE Georgetown Blvd	B & B Property Maintenance	B & B Property Maintenance
Single Family Detached	Approach/Walk	5/5/2022	22-2516-RSTRM	317 SE 4th St	J & J Concrete Inc	J & J Concrete Inc
Single Family Detached	Approach/Walk	5/17/2022	22-2889-RSTRM	305 NE Sherman Dr	Jake Leverich	JCV Construction, Inc
Single Family Detached	Approach/Walk	5/17/2022	22-2993-RSTRM	522 SW Cherry St	Brad Burch	Brad Burch
Single Family Detached	Approach/Walk	5/23/2022	22-3102-RSWRP	3003 NE Trilein Dr	Alvarez Guadalupe Colin	Alvarez Guadalupe Colin
Single Family Detached	Approach/Walk	5/26/2022	22-3232-RSTRM	201 SE 4th St	Grimes Concrete Inc	Grimes Concrete Inc
Multi-Family	Demolition	5/9/2022	22-2466-DEMO	320 NW College Ave	Iowa Demolition	Iowa Demolition
Commercial	Demolition	5/27/2022	22-3221-DEMO	2145 NE 36th St	J Pettiecord Inc	J Pettiecord Inc



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Utility Report for May 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Utility Billing Report

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

Month	Customers Billed	Billed Consumption (Gallons)	Water Billings	Revenue / 1000 Gal	Water Svc . Avail.	# W.A. Chg.	Tax	Misc. Charges	Sewer Billings	Sewer Svc. Avail.	# S.A. Chg.	Storm Water Billings	Total Monthly Billings
July	26,561	252,823,636	\$ 1,571,001	\$ 6.21	\$ 274,429	25,210	\$ 130,562	\$ 14,021	\$ 892,553	\$ 522,319	24,711	\$ 264,820	\$ 3,539,143
August	26,875	272,032,948	\$ 1,663,589	\$ 6.12	\$ 275,638	25,313	\$ 136,993	\$ 14,075	\$ 916,050	\$ 524,594	24,811	\$ 266,874	\$ 3,660,819
September	26,804	245,727,119	\$ 1,481,886	\$ 6.03	\$ 276,509	25,404	\$ 125,422	\$ 14,126	\$ 851,570	\$ 526,209	24,899	\$ 267,537	\$ 3,417,837
October	26,841	213,976,519	\$ 1,337,714	\$ 6.25	\$ 276,494	25,465	\$ 117,987	\$ 14,182	\$ 890,445	\$ 527,806	24,988	\$ 268,151	\$ 3,314,792
November	26,883	127,849,305	\$ 759,058	\$ 5.94	\$ 276,194	25,517	\$ 81,415	\$ 14,231	\$ 749,716	\$ 529,204	25,068	\$ 268,847	\$ 2,597,249
December	26,885	121,114,061	\$ 722,643	\$ 5.97	\$ 276,312	25,563	\$ 79,856	\$ 14,266	\$ 766,286	\$ 530,432	25,129	\$ 270,283	\$ 2,580,222
January	26,885	124,215,132	\$ 741,505	\$ 5.97	\$ 276,641	25,625	\$ 81,195	\$ 14,309	\$ 804,939	\$ 531,627	25,199	\$ 271,235	\$ 2,640,256
February	26,856	132,725,945	\$ 711,842	\$ 5.36	\$ 277,033	25,666	\$ 84,652	\$ 14,333	\$ 860,654	\$ 532,447	25,241	\$ 271,798	\$ 2,668,106
March	27,021	118,242,395	\$ 701,199	\$ 5.93	\$ 277,621	25,693	\$ 79,503	\$ 14,347	\$ 758,572	\$ 533,653	25,268	\$ 272,623	\$ 2,558,015
April	27,293	129,474,187	\$ 792,257	\$ 6.12	\$ 287,604	25,853	\$ 86,925	\$ 14,438	\$ 823,144	\$ 536,505	25,427	\$ 273,783	\$ 2,727,731
May	27,477	140,403,898	\$ 846,441	\$ 6.03	\$ 289,258	25,959	\$ 91,549	\$ 14,485	\$ 839,957	\$ 538,112	25,507	\$ 274,931	\$ 2,803,184
June													\$ -
FY Total	296,381	1,878,585,145	\$ 11,329,135	\$ 65.93	\$ 3,063,733	281,268	\$ 1,096,058	\$ 156,813	\$ 9,153,886	\$ 5,832,908	276,248	\$ 2,970,880	\$ 32,507,354
FY 22 Average	26,944	170,780,468	\$ 1,029,921	\$ 5.99	\$ 278,521	25,570	\$ 99,642	\$ 14,256	\$ 832,171	\$ 530,264	25,113	\$ 270,080	\$ 2,708,946
FY 21 Average	25,514	175,191,103	\$ 1,004,651	\$ 5.65	\$ 261,517	24,564	\$ 97,325	\$ 13,675	\$ 893,718	\$ 543,516	24,102	\$ 255,531	\$ 2,972,609
FY 20 Average	24,069	148,457,846	\$ 790,912	\$ 5.23	\$ 248,219	23,477	\$ 81,443	\$ 13,067	\$ 790,209	\$ 519,384	23,018	\$ 198,220	\$ 2,560,012
FY 19 Average	23,157	141,721,265	\$ 703,451	\$ 4.89	\$ 239,513	22,642	\$ 76,042	\$ 12,604	\$ 765,640	\$ 500,957	22,194	\$ 191,607	\$ 2,413,772
FY 18 Average	22,199	148,299,683	\$ 717,639	\$ 4.75	\$ 229,309	21,696	\$ 74,396	\$ 12,079	\$ 732,055	\$ 479,581	21,257	\$ 168,141	\$ 2,338,804
FY 17 Average	21,118	130,754,905	\$ 573,655	\$ 4.34	\$ 203,156	20,629	\$ 63,715	\$ 11,495	\$ 715,618	\$ 454,144	20,208	\$ 160,807	\$ 2,118,875
FY 16 Average	20,144	122,786,371	\$ 498,547	\$ 4.03	\$ 181,657	19,695	\$ 57,931	\$ 10,977	\$ 700,667	\$ 432,333	19,276	\$ 154,242	\$ 1,978,423
FY 15 Average	19,002	114,382,217	\$ 448,375	\$ 3.89	\$ 165,892	18,592	\$ 52,152	\$ 9,481	\$ 621,465	\$ 381,931	18,171	\$ 146,989	\$ 1,774,134
FY 14 Average	18,188	130,473,575	\$ 524,615	\$ 3.93	\$ 157,676	17,824	\$ 54,495	\$ 9,082	\$ 575,219	\$ 347,744	17,409	\$ 141,544	\$ 1,755,881
FY 13 Average	17,461	127,259,667	\$ 498,872	\$ 3.84	\$ 147,519	17,146	\$ 49,939	\$ 8,749	\$ 516,957	\$ 308,223	16,745	\$ 96,329	\$ 1,576,649
FY 12 Average	16,898	119,790,894	\$ 443,102	\$ 3.64	\$ 135,767	16,620	\$ 44,904	\$ 8,477	\$ 459,863	\$ 271,187	16,213	\$ 93,307	\$ 1,411,702
FY 11 Average	16,415	105,824,267	\$ 343,916	\$ 3.24	\$ 118,519	16,175	\$ 36,560	\$ 7,621	\$ 427,041	\$ 247,677	15,724	\$ 90,746	\$ 1,235,520
FY 10 Average	15,932	109,564,150	\$ 325,559	\$ 2.94	\$ 104,065	15,673	\$ 32,792	\$ 7,243	\$ 375,098	\$ 210,202	15,216	\$ 88,351	\$ 1,110,519
FY 09 Average	15,325	109,776,358	\$ 316,943	\$ 2.84	\$ 96,801	15,261	\$ 30,993	\$ 7,060	\$ 350,002	\$ 195,507	14,806	\$ -	\$ 966,313
FY 08 Average	14,934	112,497,657	\$ 326,578	\$ 2.86	\$ 90,607	14,742	\$ 28,423	\$ 12,328	\$ 309,562	\$ 163,141	14,274	\$ -	\$ 930,639
FY 07 Average	14,345	111,387,042	\$ 310,964	\$ 2.74	\$ 83,528	14,099	\$ 26,133	\$ 10,755	\$ 257,067	\$ 137,350	13,634	\$ -	\$ 825,795
FY 06 Average	13,420	108,202,296	\$ 291,748	\$ 2.66	\$ 73,332	13,109	\$ 23,924	\$ 9,694	\$ 233,797	\$ 109,441	12,668	\$ -	\$ 741,937
FY 05 Average	12,259	99,314,970	\$ 220,166	\$ 2.24	\$ 63,148	14,096	\$ 18,767	\$ 7,304	\$ 209,495	\$ 80,757	13,687	\$ -	\$ 599,637
FY 04 Average	11,160	106,031,112	\$ 223,285	\$ 2.10	\$ 57,886	13,782	\$ 17,891	\$ 4,312	\$ 189,435	\$ 70,582	13,393	\$ -	\$ 563,392
FY 03 Average	10,241	90,622,843	\$ 190,558	\$ 2.09	\$ 54,239	12,914	\$ 15,965	\$ 2,836	\$ 179,169	\$ 66,118	12,546	\$ -	\$ 508,886
FY 02 Average	9,538	86,506,417	\$ 179,109	\$ 2.06	\$ 51,377	12,233	\$ 15,237	\$ 2,865	\$ 175,727	\$ 62,666	11,891	\$ -	\$ 486,982
FY 01 Average	8,968	75,203,817	\$ 161,137	\$ 2.13	\$ 49,015	11,670	\$ 14,113	\$ 2,386	\$ 169,540	\$ 59,883	11,363	\$ -	\$ 456,075
FY 00 Average	8,943	76,589,060	\$ 161,036	\$ 2.10	\$ 46,920	11,171	\$ 11,686	\$ 2,411	\$ 163,674	\$ 57,273	10,868	\$ -	\$ 442,999
FY 99 Average	8,402	66,329,874	\$ 137,536	\$ 2.07	\$ 44,676	10,637	\$ 10,510	\$ 2,168	\$ 156,069	\$ 55,530	10,537	\$ -	\$ 406,489
FY 98 Average	8,014	63,130,217	\$ 135,586	\$ 2.15	\$ 42,754	10,180	\$ 10,520	\$ 2,445	\$ 153,575	\$ 52,226	9,910	\$ -	\$ 396,835
FY 97 Average	7,631	62,277,745	\$ 130,853	\$ 2.10	\$ 41,003	9,763	\$ 9,892	\$ 2,373	\$ 146,976	\$ 50,743	9,629	\$ -	\$ 381,841



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$24,100.00 with Nilles Associates, Inc. for construction engineering services on the Diamond Hills Greenway Stream Repairs project.

EXECUTIVE SUMMARY:

Nilles Associates, Inc. completed the design of the Diamond Hills Greenway Stream Repairs project which was bid locally on May 10, 2022. The Public Works Department proposes to continue using Nilles Associates, Inc. for construction engineering services during construction of the project.

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

The fee for the additional engineering services is \$24,100.00. The original Professional Services Agreement for design services is \$37,900.00. Adding Amendment No. 1 to the Professional Services Agreement increases the total contract amount to \$62,000.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Nilles Associates, Inc. in the amount of \$24,100.00 for the Diamond Hills Greenway Stream Repairs project.

FISCAL IMPACT: No

The project's construction and associated construction engineering services are included in the 2022 CIP.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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☐ Amendment No. 1
☐ Agreement

This is **EXHIBIT A1**, consisting of 6 pages, referred to in and part of **Amendment No. 1 to Owner-Engineer Agreement** dated February 21, 2022.

Engineer's Services

Exhibit A of the Agreement is amended to include the following:

PART 1 – BASIC SERVICES

Engineer shall perform the following Additional Services:

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 - 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in the Construction Contract. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 - 2. *Resident Project Representative (RPR):* Provide the services of a RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 - 3. *Pre-Construction Conference:* Direct a pre-construction conference prior to commencement of Work at the Site, including preparation of an agenda and minutes of the meeting.
 - 4. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - 5. *Construction Staking:* As appropriate, provide construction staking to establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
 - 6. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not

intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- 7. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - 8. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - 9. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision

on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

10. **[NOT USED]**

11. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
12. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
13. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
14. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
15. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

16. **[NOT USED]**

17. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
18. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such

observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 19. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.14. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 - 20. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist

Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

21. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
 - a. Setup and attend weekly on-site progress meetings throughout the duration of active construction.
 22. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 23. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract. Duration of Construction Phase is anticipated to be 40 working days.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. Prepare and furnish to Owner record drawings showing appropriate information based on project annotated record documents received from Contractor. Provide survey-grade X, Y, Z data and feature type identifier for all manholes provided in a tabular text file format. This will include an 11x17 paper copy, a PDF copy, and a CAD file with street and utility linework.
 - b. Detailed post-construction topographic surveys are not included.
- B. The Post-Construction Phase services may commence during the Construction Phase.

This is **EXHIBIT C1**, consisting of 1 page, referred to in and part of the **Amendment No. 1 to Owner-Engineer Agreement** dated February 21, 2022.

Payments to Engineer for Services and Reimbursable Expenses

Exhibit C of the Agreement is amended to include the following:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

Paragraph C2.01.A.4 is modified to include the following:

- A. The compensation for services shall be increased by \$24,100 based on the following estimated distribution of compensation:
 - e. Construction Phase \$20,600
 - f. Post-Construction Phase \$3,500
- B. The total compensation for services under paragraph C2.01 is revised to be \$62,000.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 21, 2022.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A1, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

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

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

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

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

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Certificate of Completion.

D. Resident Project Representative shall not:

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

This is **EXHIBIT K**, consisting of 2 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 21, 2022.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: June 20, 2022.

Background Data

Effective Date of Owner-Engineer Agreement: February 21, 2022.

Owner: City of Ankeny, IA

Engineer: Nilles Associates, Inc.

Project: DESIGN AND CONSTRUCT DIAMOND HILLS GREENWAY STREAM REPAIRS.

Nature of Amendment:

Additional Services to be performed by Engineer

Modifications of payment to Engineer

Description of Modifications:

Exhibit A1

Exhibit C1

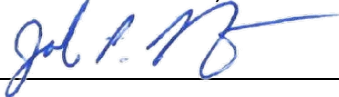
Exhibit D

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

OWNER: City of Ankeny, IA

ENGINEER: Nilles Associates, Inc.

By: _____
Print
name: Mark E. Holm

By: 
Print
name: John Nilles

Title: Mayor

Title: Pres.

Date Signed: June 20, 2022

Date Signed: June 20, 2022

Attest: _____

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

1210 NW Prairie Ridge Dr.
Ankeny, IA 50023

1250 SW State Street, Suite A
Ankeny, IA 50023

Designated Representative (Paragraph 8.03.A):
Becky Ford, PE, CFM

Designated Representative (Paragraph 8.03.A):
Jake Nilles, PE, CPESC

Title: Stormwater & Environmental Manager

Title: Project Manager

Phone Number: 515-963-3526

Phone Number: 515-360-3070

E-Mail Address: BFord@Ankenylowa.gov

E-Mail Address: jaken@nillesinc.com

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of February 21, 2022 ("Effective Date") between
CITY OF ANKENY, IOWA ("Owner") and
NILLES ASSOCIATES, INC. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
DESIGN AND CONSTRUCT DIAMOND HILLS GREENWAY STREAM REPAIRS.

("Project").

Other terms used in this Agreement are defined in Article 7.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. [NOT USED]
- B. [NOT USED]
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 [NOT USED]

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;

- b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. **[NOT USED]**
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 [NOT USED]

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating

systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. **[NOT USED]**
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 [NOT USED]

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

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

- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and

expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of ten years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 - 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material

of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables,

whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as part of A1.06 Post-Construction Phase services and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D with the future Construction Amendment.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, **[NOT USED]**
- E. Exhibit E, **[NOT USED]**
- F. Exhibit F, **[NOT USED]**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, **[NOT USED]**
- J. Exhibit J, **[NOT USED]**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: CITY OF ANKENY

By: 

Print name: Mark E. Holm

Title: Mayor

Date Signed: 2/21/22

Engineer: NILLES ASSOCIATES, INC.

By: 

Print name: John P. Nilles

Title: President

Date Signed: 02/11/2022

Address for Owner's receipt of notices:

1210 NW Prairie Ridge Dr.

Ankeny, IA 50023

Designated Representative (Paragraph 8.03.A):

Becky Ford, PE, CFM

Title: Stormwater & Environmental Manager

Phone Number: 515-963-3526

E-Mail Address: BFord@AnkenyIowa.gov

Address for Engineer's receipt of notices:

1250 SW State Street, Suite A

Ankeny, IA 50023

Designated Representative (Paragraph 8.03.A):

Jake Nilles, PE, CPESC

Title: Project Manager

Phone Number: 515-360-3070

E-Mail Address: jaken@nillesinc.com

This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 21, 2022.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Concept Phase [NOT USED]

A1.02 Preliminary Design Phase

A. Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria and preliminary drawings. Refer to Exhibit A-1 for Project Map.
2. **[NOT USED]**
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Perform design locate request via Iowa One Call and include field locates in topographic mapping.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. **[NOT USED]**
7. Prepare an opinion of probable Construction Cost.
8. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. Preliminary plans showing proposed storm sewer layout, removals, and proposed grading.
 - b. One Preliminary Design Review Meeting.
9. Furnish copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner for review.
10. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate.

B. [NOT USED]

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. [NOT USED]
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. [NOT USED]
6. [NOT USED]
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner. City of Ankeny standard front-end documents, SUDAS Supplemental Specifications, and stormwater pollution prevention plan (SWPPP) template will be used for part of the specifications.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables:
 - a. Final design plans to include the following:
 - 1) Demolition/removals plan.
 - 2) Details and Quantities.
 - 3) Temporary Traffic Control and Staging Plan.
 - 4) Erosion Control Plan/SWPPP.
 - 5) Storm Sewer Plan and Profile sheets.
 - b. Prepare an initial SWPPP, using the City of Ankeny's standard SWPPP template, for erosion and sediment control related to construction activities, in compliance with the State of Iowa NPDES program. During construction phase, Owner shall be responsible for maintaining SWPPP to reflect current site conditions and to keep documentation as required by law. Engineer is responsible for publishing notice to Des Moines Register, preparing NPDES permit and paying application fee.
10. Furnish for review by Owner a copy of the Construction Contract Documents.

11. Revise the final Construction Contract Documents in accordance with comments and instructions from the Owner, as appropriate.

B. [NOT USED]

C. [NOT USED]

D. [NOT USED]

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents. Quest CDN will be used for bid document distribution.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.
5. [NOT USED]
6. [NOT USED]
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts and bonds for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. [NOT USED]
9. [NOT USED]

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 *Construction Phase* [NOT USED]

A1.06 *Post-Construction Phase* [NOT USED]

PART 2 – ADDITIONAL SERVICES

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 3. Furnishing services of Consultants for other than Basic Services.
 4. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 5. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 6. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

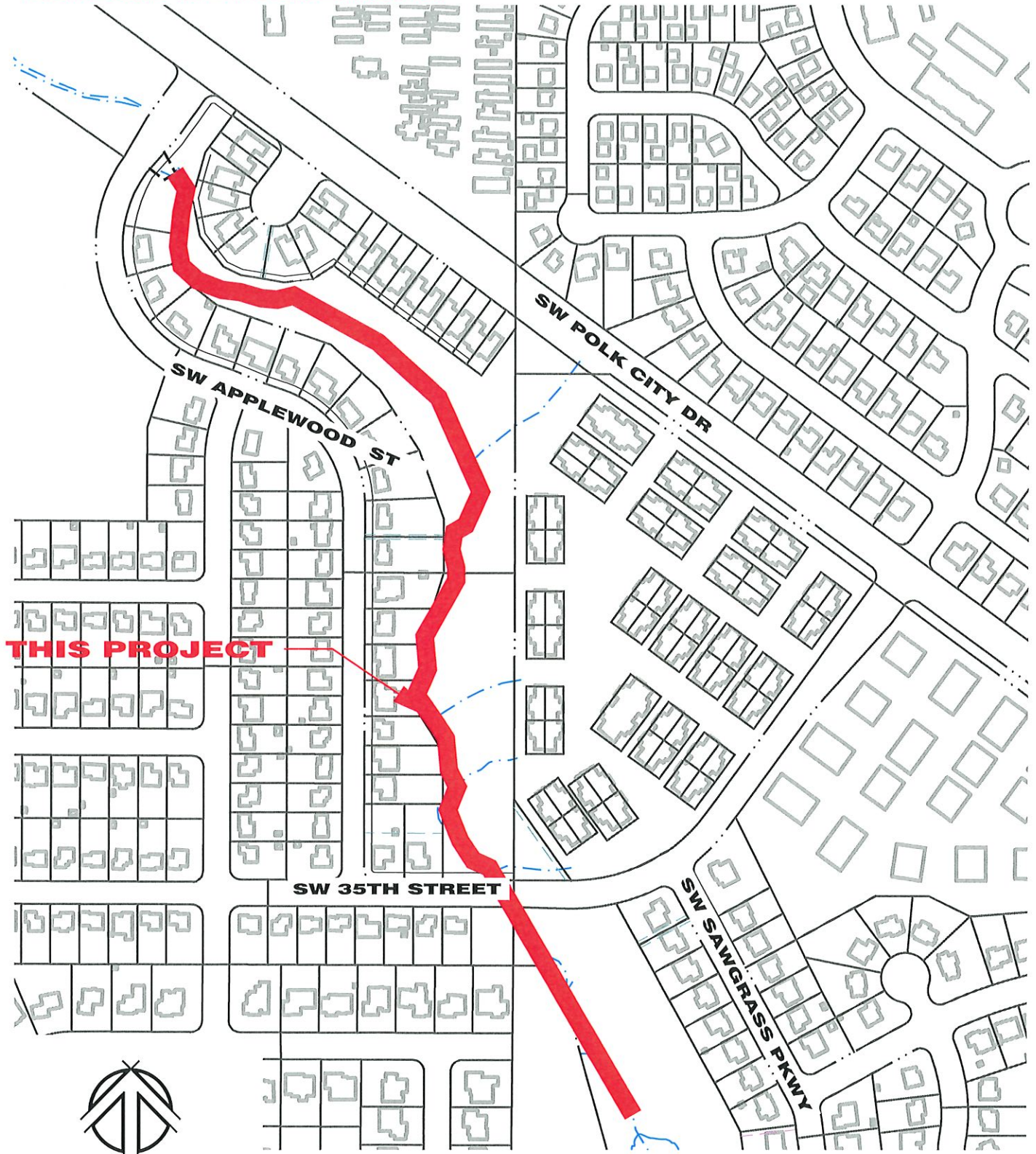
A2.02 *Additional Services Not Requiring Owner's Written Authorization [NOT USED]*

PART 3 – PROJECT SCHEDULE

a.	02/11/2022	Submit Preliminary Plans
b.	02/25/2022	Owner review comments to Engineer
c.	03/11/2022	Submit second set of preliminary plans and preliminary set of front ends to owner.
d.	03/23/2022	Owner review comments to Engineer.
e.	03/25/2022	Submit Final & Front Ends to Owner
f.	04/05/2022	Place Plans & Front Ends on QuestCDN
g.	04/26/2022	Bid Opening
h.	05/02/2022	Award Contract

EXHIBIT A-1

DIAMOND HILLS GREENWAY



NORTH



SCALE 300'

This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 21, 2022.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- C. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- D. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 21, 2022.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Standard Hourly Rates are attached to this Exhibit C as Appendix 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be \$37,900 based on the following estimated distribution of compensation:

a. Concept Phase	[NOT USED]
b. Preliminary Design Phase	\$27,000
c. Final Design Phase	\$7,400
d. Bidding or Negotiating Phase	\$3,500
e. Construction Phase	[NOT USED]
f. Post-Construction Phase	[NOT USED]
5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
6. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.4 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants’ charges.

7. [NOT USED]

8. [NOT USED]

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses.
- B. Reimbursable Expenses include the following: permit application fees, costs for Quest CDN, and reproduction costs for Contract Documents.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project.

C2.03 [NOT USED]

This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 21, 2022.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Engineer VII	\$140.00
Engineer VI	130.00
Engineer V	115.00
Engineer IV	105.00
Engineer III	95.00
Engineer II	85.00
Engineer I	75.00
Landscape Architect V	125.00
Landscape Architect IV	115.00
Landscape Architect III	105.00
Landscape Architect II	95.00
Landscape Architect I	85.00
Land Surveyor VI	125.00
Land Surveyor V	115.00
Land Surveyor IV	100.00
Land Surveyor III	90.00
Land Surveyor II	80.00
Land Surveyor I	70.00
Technician VI	95.00
Technician V	85.00
Technician IV	75.00
Technician III	70.00
Technician II	65.00
Technician I	60.00
Administrative	65.00

Exhibit G

City of Ankeny Insurance Requirements for Professional Services

1. Nilles Associates, Inc. shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit G - A.
6. All required endorsements to various policies shall be attached to Certificate of Insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit G - A.
9. Whenever an ISO form is referenced the current edition of the form must be used.
10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.
11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit G - A

A) COMMERCIAL GENERAL LIABILITY

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

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.
5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 21, 2022

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT K**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 21, 2022.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data:

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment:

Description of Modifications:

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

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

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

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order No. 2, increasing the contract amount by \$6,900.00 to RedBud LLC for native vegetation maintenance as part of the 2022 Native Vegetation Maintenance 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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 Change Order No. 2

city of
Ankeny
bringing it all together

Project Title:	2022 Native Vegetation Maintenance		
Contractor:	RedBud LLC		
Address:	1208 East 20th Court Des Moines, IA 50317		
Finance Budget Code:	580.3580.4227	Finance Project #	580.4227
Vendor Project or Invoice #:	N/A	PO #	N/A
Original Contract Date:	January 3, 2022	Vendor #	008509

Change Order Date: June 20, 2022

Additional work added to contract to maintain native vegetation areas and best management practices.

[illegible]

Change Order Number:	2	makes the following adjustments to the Contract:	\$	6,900.00
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Contractor Accepted: RedBud LLC
 Signature: [Signature] Firm Name: RedBud LLC
 Date: 6/9/2022

Engineer Approved: _____
Firm Name _____

Signature Date

Owner Accepted: _____ City of Ankeny _____

Signature _____ Title _____

Date _____

Attest for Owner:

_____ Signature	_____ Title
	_____ Date

#	Date	Amount
Original Contract Amount		\$ 27,195.00
1	April 18, 2022	\$ 4,630.00
2	June 20, 2022	\$ 6,900.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount	\$ 38,725.00
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ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$120,489.26 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #2



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

Date of Council Meeting 06/20/22 PAYMENT REQUEST # 2
From: 05/01/22 through: 06/06/22

Contract Summary

Original Contract Amount: \$ 3,996,224.75
Net change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 3,996,224.75

Total completed and stored to date: \$ 180,961.80
Retainage: 5 % of Completed Work: \$ 9,048.09
Total Earned less Retainage: \$ 171,913.71
Less previous applications for payment: \$ 51,424.45
SUBTOTAL \$ 120,489.26

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

CURRENT PAYMENT DUE \$ 120,489.26

Balance to finish, including retainage: \$ 3,824,311.04

Contract Time Remaining (If applicable) 113.0 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: Absolute Concrete Construction, Inc.
Firm Name
Signature Eli Hartog Date 6/6/22

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name
Signature Jordan Stormer Date 6/7/22

City of Ankeny Staff Approval Melie Hart
Signature Date 6/7/22

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

CONTRACT PRICE DETAIL

No.	Item Code	Description (Include Change Order # if Applicable)	Units	Original Proposed Quantity	Quantity Change (By Change Order)	Total Quantity	Unit Price	Extended Price	Total Quantity This Pay Period	Value This Pay Period	Total Quantity from Previous Pay Period	Total Quantity Complete	Total Value of Completed Work	Remaining Quantity	Percent Complete
2.01	2010-A	Clearing and Grubbing	UNIT	42.5		42.5	\$ 155.00	\$ 6,587.50		\$ -		0	\$ -		0.00%
2.02	2010-D-1	Tosoli, On-site, 6 inch Depth	CY	3,344		3,344	\$ 18.00	\$ 58,392.00	811	\$ 14,598.00		811	\$ 14,598.00	2,433	25.00%
2.03	2010-E	Excavation, Class 10	CY	7,125		7,125	\$ 10.00	\$ 71,250.00	1,781	\$ 17,810.00		1,781	\$ 17,810.00	5,344	25.00%
2.04	2010-G	Subgrade Preparation, 6 inch Depth	SY	14,886		14,886	\$ 2.50	\$ 37,090.00	1,484	\$ 3,710.00		1,484	\$ 3,710.00	13,352	10.00%
2.05	2010-G	Subgrade Preparation, 12 inch Depth	SY	5,379		5,379	\$ 4.00	\$ 21,516.00		\$ -		0	\$ -	5,379	0.00%
2.06	2010-H	Subgrade Treatment, Geogrid, Triangular	SY	2,000		2,000	\$ 6.00	\$ 12,000.00		\$ -		0	\$ -	2,000	0.00%
2.07	2010-I	Subbase, Modified, 8 inch Depth	SY	15,527		15,527	\$ 13.00	\$ 201,851.00		\$ -		0	\$ -	15,527	0.00%
2.08	2010-I	Subbase, Modified, 12 inch Depth	SY	130		130	\$ 28.00	\$ 3,640.00		\$ -		140	\$ 3,920.00	1	10.00%
2.09	2010-L	Compaction Testing	LS	1		1	\$ 5,000.00	\$ 5,000.00	0.05	\$ 250.00		0.1	\$ 500.00	1	10.00%
3.01	3010-F	Trench Compaction Testing	LS	1		1	\$ 1,500.00	\$ 1,500.00		\$ -		0	\$ -	1	0.00%
4.01	4020-A-1	Storm Sewer, Trenched, RCP, 15 inch Diameter	LF	448		448	\$ 60.00	\$ 26,880.00		\$ -		0	\$ -	448	0.00%
4.02	4020-A-1	Storm Sewer, Trenched, RCP, 24 inch Diameter	LF	16		16	\$ 100.00	\$ 1,600.00		\$ -		0	\$ -	16	0.00%
4.03	4020-A-1	Storm Sewer, Trenched, RCP, 30 inch Diameter	LF	132		132	\$ 110.00	\$ 14,520.00		\$ -		0	\$ -	132	0.00%
4.04	4020-A-1	Storm Sewer, Trenched, RCP, 36 inch Diameter	LF	16		16	\$ 120.00	\$ 1,920.00	19.5	\$ 2,340.00		19.5	\$ 2,340.00	3.5	121.88%
4.05	4020-A-1	Storm Sewer, Trenched, RCP, 29 inch x 18 inch Diameter	LF	8		8	\$ 150.00	\$ 1,200.00		\$ -		0	\$ -	8	0.00%
4.06	4020-D	Removal of Storm Sewer, Less Than 36 inch Diameter	LF	440		440	\$ 20.00	\$ 7,840.00	16	\$ 320.00		16	\$ 320.00	424	3.64%
4.07	4040-A	Subdrain, Corrugated PVC, Type 1, 6 inch Diameter	LF	3,153		3,153	\$ 12.00	\$ 37,836.00		\$ -		0	\$ -	3,153	0.00%
4.08	4040-C	Subdrain, Cleanout, Type A-1, 6 inch Diameter	EA	1		1	\$ 500.00	\$ 500.00		\$ -		0	\$ -	1	0.00%
4.09	4040-D	Subdrain Outlets and Connections, Outlet to Structure	EA	38		38	\$ 350.00	\$ 13,300.00	2	\$ 700.00		2	\$ 700.00	36	5.26%
5.01	5010-A-1	Water Main, Trenched, PVC, 12 inch Diameter	LF	2,615		2,615	\$ 80.00	\$ 209,200.00	355	\$ 28,400.00		355	\$ 28,400.00	2,260	13.58%
5.02	5010-A-1	Water Main, Trenched, PVC, 10 inch Diameter	LF	40		40	\$ 75.00	\$ 3,000.00		\$ -		0	\$ -	40	0.00%
5.03	5010-A-1	Water Main, Trenched, PVC, 8 inch Diameter	LF	85		85	\$ 70.00	\$ 5,950.00		\$ -		0	\$ -	85	0.00%
5.04	5010-A-2	Water Main, Trenchless, PVC, 10 inch Diameter	LF	50		50	\$ 300.00	\$ 15,000.00		\$ -		0	\$ -	50	0.00%
5.05	5010-C-1	Flowing By Weight	LB	1,858		1,858	\$ 12.00	\$ 22,296.00	486	\$ 5,832.00		486	\$ 5,832.00	1,372	26.18%
5.06	5020-A	Valve, Gate, 12 inch Diameter	EA	4		4	\$ 4,000.00	\$ 16,000.00	2	\$ 8,000.00		2	\$ 8,000.00	2	50.00%
5.07	5020-A	Valve, Gate, 10 inch Diameter	EA	1		1	\$ 3,500.00	\$ 3,500.00		\$ -		0	\$ -	1	0.00%
5.08	5020-A	Valve, Gate, 8 inch Diameter	EA	1		1	\$ 3,000.00	\$ 3,000.00		\$ -		0	\$ -	1	0.00%
5.09	5020-A	Valve, Gate, 6 inch Diameter, Auxiliary	EA	1		1	\$ 2,500.00	\$ 2,500.00		\$ -		0	\$ -	1	0.00%
5.10	5020-B	Tapping Valve Assembly, 10 inch	EA	1		1	\$ 7,500.00	\$ 7,500.00		\$ -		0	\$ -	1	0.00%
5.11	5020-B	Service Saddle Tap, 2 inch Diameter	EA	1		1	\$ 2,500.00	\$ 2,500.00		\$ -		0	\$ -	1	0.00%
5.12	5020-C	Fire Hydrant Assembly	EA	2		2	\$ 5,500.00	\$ 11,000.00		\$ -		0	\$ -	2	0.00%
5.13	5020-F	Valve Box Extension	EA	4		4	\$ 500.00	\$ 2,000.00		\$ -		0	\$ -	4	0.00%
5.14	5020-H	Fire Hydrant Adjustment	EA	1		1	\$ 1,500.00	\$ 1,500.00		\$ -		0	\$ -	1	0.00%
5.15	5020-J	Valve Removal	EA	2		2	\$ 500.00	\$ 1,000.00		\$ -		0	\$ -	2	0.00%
5.16	5010-999-A	Removal of Water Main, Less Than or Equal to 12 inch Diameter	LF	77		77	\$ 20.00	\$ 1,540.00	18	\$ 360.00		18	\$ 360.00	59	23.38%
5.17	5010-999-B	Filling and Plugging Water Main, 12 inch Diameter	LF	93		93	\$ 50.00	\$ 4,650.00		\$ -		0	\$ -	93	0.00%
5.18	5020-999-A	Fire Hydrant Removal	EA	2		2	\$ 900.00	\$ 1,800.00		\$ -		0	\$ -	2	0.00%
5.19	5020-999-B	Reinstall Fire Hydrant	EA	2		2	\$ 1,500.00	\$ 3,000.00		\$ -		0	\$ -	2	0.00%
5.20	5999-A	Irrigation Slicing, Trenchless HDPE, 3 inch Diameter	LF	445		445	\$ 45.00	\$ 20,025.00		\$ -		0	\$ -	445	0.00%
5.21	5999-B	12 inch Ground Box	EA	4		4	\$ 1,000.00	\$ 4,000.00		\$ -		0	\$ -	4	0.00%
6.01	6010-A	Manhole, SW-401, 48 inch Diameter	EA	4		4	\$ 3,500.00	\$ 14,000.00		\$ -		0	\$ -	4	0.00%
6.02	6010-A	Manhole, SW-401, 60 inch Diameter	EA	2		2	\$ 5,000.00	\$ 10,000.00		\$ -		0	\$ -	2	0.00%
6.03	6010-A	Manhole, SW-401, 72 inch Diameter	EA	1		1	\$ 8,000.00	\$ 8,000.00		\$ -		0	\$ -	1	0.00%
6.04	6010-B	Intake, SW-501	EA	4		4	\$ 3,000.00	\$ 12,000.00		\$ -		0	\$ -	4	0.00%
6.05	6010-B	Intake, SW-502, Top	EA	1		1	\$ 2,500.00	\$ 2,500.00		\$ -		0	\$ -	1	0.00%
6.06	6010-B	Intake, SW-503	EA	2		2	\$ 4,500.00	\$ 9,000.00		\$ -		0	\$ -	2	0.00%
6.07	6010-B	Intake, SW-505	EA	6		6	\$ 4,000.00	\$ 24,000.00		\$ -		0	\$ -	6	0.00%
6.08	6010-B	Intake, SW-506, Modified	EA	1		1	\$ 8,500.00	\$ 8,500.00	1	\$ 8,500.00		1	\$ 8,500.00	-	100.00%
6.09	6010-E	Intake Adjustment, Minor	EA	7		7	\$ 500.00	\$ 3,500.00		\$ -		0	\$ -	7	0.00%
6.10	6010-F	Manhole Adjustment, Major	EA	3		3	\$ 1,500.00	\$ 4,500.00		\$ -		0	\$ -	3	0.00%
6.11	6010-F	Intake Adjustment, Major	EA	3		3	\$ 1,500.00	\$ 4,500.00		\$ -		0	\$ -	3	0.00%
6.12	6010-G	Connection to Existing Intake	EA	1		1	\$ 1,500.00	\$ 1,500.00		\$ -		0	\$ -	1	0.00%
6.13	6010-H	Remove Manhole	EA	4		4	\$ 1,500.00	\$ 6,000.00	1	\$ 1,500.00		1	\$ 1,500.00	3	25.00%
6.14	6010-H	Remove Intake	EA	11		11	\$ 1,500.00	\$ 16,500.00	1	\$ 1,500.00		1	\$ 1,500.00	10	9.09%
7.01	7010-A	Pavement, PCC, Class C-SUD, 9 inch Depth	SY	16,445		16,445	\$ 80.00	\$ 1,315,600.00		\$ -		120	\$ 9,600.00	16,325	0.73%
7.02	7010-A	Pavement, PCC, Class C-SUD, 8 inch Depth	SY	1,003		1,003	\$ 85.00	\$ 85,255.00		\$ -		0	\$ -	1,003	0.00%
7.03	7010-E	Curb and Gutter, 2.5 Foot Width, 9 inch Thickness	LF	45		45	\$ 80.00	\$ 3,600.00		\$ -		0	\$ -	45	0.00%
7.04	7010-F	Beim Cub	LF	337		337	\$ 30.00	\$ 10,110.00		\$ -		0	\$ -	337	0.00%
7.05	7010-G	Concrete Median, 6 inch Depth	SY	669		669	\$ 80.00	\$ 53,520.00		\$ -		0	\$ -	669	0.00%
7.06	7010-G	Concrete Median, Dowelled, 6 inch Depth	SY	154		154	\$ 150.00	\$ 23,100.00		\$ -		0	\$ -	154	0.00%

CONTRACT PRICE DETAIL

No.	Item Code	Description (Include Change Order # if Applicable)	Units	Original Proposed Quantity	Quantity Change (By Change Order)	Total Quantity	Unit Price	Extended Price	Total Quantity This Pay Period	Value This Pay Period	Total Quantity from Previous Pay Period	Total Value of Completed Work	Remaining Quantity	Percent Complete
7.07	7010-I	PCC Pavement Samples and Testing	LS	1			\$ 15,000.00	\$ 15,000.00		\$ -	0.05	\$ 800.00	1	5.00%
7.08	7030-A	Removal of Sidewalk	SY	2,089			\$ 12.00	\$ 25,068.00	460.5	\$ 5,526.00	460.5	\$ 5,526.00	1,629	22.04%
7.09	7030-A	Removal of Driveway	SY	1,759			\$ 1,759	\$ 21,108.00	217	\$ 2,604.00	217	\$ 2,604.00	1,542	13.94%
7.10	7030-E	Sidewalk, PCC, 6 inch Depth	SY	267			\$ 60.00	\$ 16,020.00		\$ -	0	\$ -	267	0.00%
7.11	7030-E	Sidewalk, PCC, 5 inch Depth	SY	990			\$ 50.00	\$ 49,500.00		\$ -	0	\$ -	990	0.00%
7.12	7030-E	Sidewalk, PCC, 4 inch Depth	SY	809			\$ 50.00	\$ 40,450.00		\$ -	0	\$ -	809	0.00%
7.13	7030-E	Sidewalk, PCC, Colored and Textured Concrete, 6 inch	SY	185			\$ 150.00	\$ 27,750.00		\$ -	0	\$ -	185	0.00%
7.14	7030-G	Detachable Warning, Galvanized Steel	SY	415			\$ 55.00	\$ 22,825.00		\$ -	0	\$ -	415	0.00%
7.15	7030-H-1	Driveway, Paved, PCC, 7 inch Depth	SY	808			\$ 80.00	\$ 64,640.00		\$ -	0	\$ -	808	0.00%
7.16	7030-H-2	Driveway, Granular, 6 inch	TON	25			\$ 45.00	\$ 1,125.00		\$ -	0	\$ -	25	0.00%
7.17	7040-H	Pavement Removal	SY	3,004			\$ 16.00	\$ 48,064.00	109	\$ 3,184.00	31	\$ 3,680.00	2,774	7.66%
7.18	7040-I	Curb and Gutter Removal	SY	3,461			\$ 20.00	\$ 69,220.00	431	\$ 8,620.00	189	\$ 12,400.00	2,841	17.51%
8.01	8010-A	Traffic Signal, NW 36th Street and NW Ash Drive	LS	1			\$ 235,000.00	\$ 235,000.00		\$ -	0	\$ -	1	0.00%
8.02	8010-A	Traffic Signal, NW 36th Street and N Anteny Boulevard	LS	1			\$ 235,000.00	\$ 235,000.00		\$ -	0	\$ -	1	0.00%
8.03	8010-A	Traffic Signal Modifications, NW 36th St and N Anteny Blvd	LS	1			\$ 6,000.00	\$ 6,000.00		\$ -	0.2	\$ 1,200.00	1	20.00%
8.04	8020-C	Painted Pavement Markings, Durable	STA	243			\$ 100.00	\$ 24,300.00		\$ -	0	\$ -	243	0.00%
8.05	8020-F	Wet, Retroreflective Removable Tape Markings	STA	44			\$ 140.00	\$ 6,160.00	11.37	\$ 1,591.80	2.75	\$ 1,976.80	30	32.09%
8.06	8020-G	Painted Symbols and Legends, Durable	EA	32			\$ 225.00	\$ 7,200.00		\$ -	0	\$ -	32	0.00%
8.07	8020-J	Raised Pavement Markers	EA	245			\$ 9.50	\$ 2,327.50		\$ -	0	\$ -	245	0.00%
8.08	8020-K	Pavement Markings Removed	STA	147			\$ 85.00	\$ 12,495.00		\$ -	0	\$ -	147	0.00%
8.09	8020-L	Symbols and Legends Removed	EA	11			\$ 125.00	\$ 1,375.00		\$ -	0	\$ -	11	0.00%
8.10	8020-M	Grooves Cut for Pavement Markings	STA	200			\$ 85.00	\$ 17,000.00		\$ -	0	\$ -	200	0.00%
8.11	8020-N	Grooves Cut for Symbols and Legends	EA	32			\$ 125.00	\$ 4,000.00		\$ -	0	\$ -	32	0.00%
8.12	8030-A	Temporary Traffic Control	LS	1			\$ 50,000.00	\$ 50,000.00	0.05	\$ 2,500.00	0.05	\$ 5,000.00	1	10.00%
8.13	8030-999-A	Flagger	CDAY	30			\$ 750.00	\$ 22,500.00		\$ -	22	\$ 2,400.00	46	34.25%
8.14	8030-999-B	Portable Dynamic Message Sign (PDMS)	CDAY	70			\$ 100.00	\$ 7,000.00	2	\$ 200.00	24	\$ 2,400.00	3	0.00%
8.15	8999-A	Fiber Optic Cable, 96-CNT	LF	3,130			\$ 3.00	\$ 9,390.00		\$ -	0	\$ -	3,130	0.00%
8.16	8999-A	Conduit, Fiber Optic, Blue HDPE, 2 inch Diameter	LF	2,660			\$ 12.00	\$ 31,920.00		\$ -	0	\$ -	2,660	0.00%
8.17	8999-B	Fiber Optic Splice	EA	102			\$ 55.00	\$ 5,610.00		\$ -	102	\$ 5,610.00	1	0.00%
8.18	8999-B	Type III Handhole, 36 inch x 24 inch x 30 inch	EA	1			\$ 1,200.00	\$ 1,200.00		\$ -	0	\$ -	1	0.00%
8.19	8999-B	Type IV Handhole, 48 inch x 30 inch x 36 inch	EA	3			\$ 1,500.00	\$ 4,500.00		\$ -	0	\$ -	3	0.00%
8.20	8999-B	Splice Case	EA	1			\$ 650.00	\$ 650.00		\$ -	0	\$ -	1	0.00%
8.21	8999-B	Fiber Enclosure, 1 Panel Capacity, SPH-Q1P, DIN Rail Mounted	EA	1			\$ 121.00	\$ 121.00		\$ -	0	\$ -	1	0.00%
8.22	8999-B	Fiber Enclosure, 4 Panel Capacity, CCH-Q2U	EA	1			\$ 450.00	\$ 450.00		\$ -	0	\$ -	1	0.00%
8.23	8999-B	CCH Panel, 12 Ct. CCH-QP12-AS-P03RH	EA	1			\$ 550.00	\$ 550.00		\$ -	0	\$ -	1	0.00%
8.24	8999-B	CCH Cassette, 12 Ct. CCH-CS12-AS-P03RE	EA	3			\$ 498.00	\$ 1,494.00		\$ -	0	\$ -	3	0.00%
8.25	8999-B	Fiber Hub Cabinet Footing	EA	1			\$ 1,800.00	\$ 1,800.00		\$ -	0	\$ -	1	0.00%
8.26	8999-C	Fiber Hub Cabinet, 12" Riser	LS	1			\$ 950.00	\$ 950.00		\$ -	0	\$ -	1	0.00%
8.27	8999-D	Traffic Signs, Removals and Installation	AC	3.6			\$ 750.00	\$ 2,700.00		\$ -	0	\$ -	3.6	0.00%
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	3.6			\$ 2,500.00	\$ 9,000.00	0.01	\$ 25.00	0.01	\$ 25.00	3.6	0.28%
9.02	9010-A	Conventional Seeding and Fertilizing, Type 6	AC	9			\$ 200.00	\$ 1,800.00		\$ -	700	\$ 1,925.00	4,735	12.88%
9.03	9020-A	Sod	SQ	5,435			\$ 0.50	\$ 2,717.50		\$ -	0	\$ -	5,435	0.00%
9.04	9040-D-1	Fiber Socks, Removal	LF	5,435			\$ 7.2	\$ 39,138.00	0.01	\$ 35.00	0.01	\$ 35.00	7.2	0.14%
9.05	9040-D-2	Erosion Control Mulching, Hydromulching, BFM	AC	28			\$ 185.00	\$ 5,180.00		\$ -	0	\$ -	28	0.00%
9.06	9040-T-1	Inlet Protection Device, Surface-Applied	EA	38			\$ 200.00	\$ 7,600.00	19	\$ 3,800.00	19	\$ 3,800.00	19	50.00%
9.07	9040-T-1	Inlet Protection Device, Drop-In	EA	38			\$ 40.00	\$ 1,520.00		\$ -	0	\$ -	38	0.00%
9.08	9040-T-2	Inlet Protection Device, Maintenance	EA	76			\$ 450.00	\$ 34,200.00		\$ -	0	\$ -	76	0.00%
9.09	9040-T-2	Combed Concrete Sidewalk and Retaining Wall	CT	39			\$ 17,550.00	\$ 684,450.00		\$ -	0	\$ -	39	0.00%
9.10	9072-A	Mobilization	LS	1			\$ 280,000.00	\$ 280,000.00		\$ -	0.1	\$ 28,000.00	1	10.00%
11.01	11.040-B	Temporary Granular Sidewalk	SY	300			\$ 20.00	\$ 6,000.00	150	\$ 3,000.00	150	\$ 3,000.00	150	50.00%
11.02	11.050-A	Concrete Washout, Roll-off Container	LS	1			\$ 10,000.00	\$ 10,000.00		\$ -	0.1	\$ 1,000.00	1	10.00%
11.03	11.050-A	Remove, Salvage, and Relocate Mailbox	EA	2			\$ 1,750.00	\$ 3,500.00		\$ -	0	\$ -	2	0.00%
11.04	11.999-A	Change Order												
TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE									\$ 126,830.80		\$ 180,961.80		4.53%	

Previous Applications for Payment

#	Date	Amount
1	5/16/2022	\$ 51,424.45
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TOTAL \$ 51,424.45

Please update Payment Application Sheet

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Record of Change Orders

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TOTAL		\$ -

Contract Time Remaining:

CONTRACT PERIOD:	WORKING DAYS
Original Contract Date:	January 18, 2022
Start Date:	April 18, 2022
Contract Working Days	140
Added by Change Order:	0
Contract Time to Date:	27
Time Used to Date:	19%
Contract Time Remaining:	81%



June 6, 2022

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

RE: NW 36TH STREET WIDENING – NW ASH DRIVE TO N ANKENY BOULEVARD
PARTIAL PAYMENT APPLICATION NO. 2
FINANCE PROJECT NO. 965.4451
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

Partial Payment Application No. 2 includes work completed between May 1, 2022, and June 6, 2022. The Contractor's work through this period includes Stage 1B and 1C pavement removals, water main construction, and roadway subgrade preparation. We recommend payment of \$120,489.26 to the Contractor, Absolute Concrete Construction, Inc., for work completed through June 6, 2022. 4.5% of the total contract work has been completed and 27 of the 140 working days (19%) have been charged through the pay application. We anticipate the Contractor to complete Stage 1C and utility work of Stage 1D during the month of June.

Please contact me should you have any questions on this partial payment application. We will be in attendance at the June 20, 2022, council meeting to answer any questions regarding this partial payment application.

Sincerely,

SNYDER & ASSOCIATES, INC.

Jordan M. Stoermer, P.E.
Project Manager

cc: Mark Land, P.E., Snyder & Associates



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$9,285.30 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: June 20, 2022
PAYMENT REQUEST # 1
PAYMENT PERIOD: From: May 23, 2022 Through: May 31, 2022

Contract Summary

Original Contract Amount:	\$	1,816,990.10	
Net change by Change Orders:	\$	30,045.48	
Contract Amount to Date: (line 1 ± 2)	\$	1,847,035.58	
Total completed and stored to date:	\$	9,774.00	
Retainage: 5 % of Completed Work:	\$	488.70	
Total Earned less Retainage:	\$	9,285.30	
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 9,285.30

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 9,285.30

Balance to finish, including retainage: \$ 1,837,750.28

Contract Time Remaining (If applicable) 156.50 Working Days

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

Construction Contractor Approval: Absolute Concrete Construction, Inc.
Signature: Eli Hartog Firm Name: Absolute Concrete Construction, Inc. Date: 6/6/22

Engineer / Consultant Approval: JEO Consulting Group
Signature: [Signature] Firm Name: JEO Consulting Group Date: 6/7/2022

City of Ankeny Staff Approval:
Signature: Becky Ford Date: 06/09/2022

Submit to: Becky Ford, P.E. - Stormwater & Environmental Manager
E-mail: bford@Ankenylowa.gov **Phone:** (515) 963-3526 **Fax:** (515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	EARTHWORK	LS	1.00		1.00	\$15,000.00	\$ 15,000.00		\$ -		0.00	\$ -	1.00	0.00%
2.02	CLEARING AND GRUBBING	LS	1.00		1.00	\$15,000.00	\$ 15,000.00		\$ -		0.00	\$ -	1.00	0.00%
2.03	TOPSOIL, OFF-SITE	CY	316.00		316.00	\$65.00	\$ 20,540.00		\$ -		0.00	\$ -	316.00	0.00%
2.04	EXCAVATION, CLASS 10	CY	592.00		592.00	\$25.00	\$ 14,800.00		\$ -		0.00	\$ -	592.00	0.00%
2.05	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	5,556.00		5,556.00	\$4.00	\$ 22,224.00		\$ -		0.00	\$ -	5,556.00	0.00%
2.06	SUBGRADE TREATMENT, GEGRID, TRIANGULAR	SY	1,389.00		1,389.00	\$6.00	\$ 8,334.00		\$ -		0.00	\$ -	1,389.00	0.00%
2.07	SUBBASE, MODIFIED	SY	5,556.00		5,556.00	\$12.00	\$ 66,672.00		\$ -		0.00	\$ -	5,556.00	0.00%
2.07	COMPACTION TESTING	LS	1.00		1.00	\$5,000.00	\$ 5,000.00		\$ -		0.00	\$ -	1.00	0.00%
3.01	TRENCH EXCAVATION AND BACKFILL	LS	1.00		1.00	\$5,000.00	\$ 5,000.00		\$ -		0.00	\$ -	1.00	0.00%
4.01	SEWERS AND DRAINS	LS	1.00		1.00	\$5,000.00	\$ 5,000.00		\$ -		0.00	\$ -	1.00	0.00%
4.01	SANITARY SEWER GRANTY MAIN, TRENCHED, TRUSS PVC, 15 IN. DIA.	LF	1,249.00	(1,249.00)	0.00	\$95.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.02	STORM SEWER, TRENCHED, RCP, 18 IN. DIA.	LF	104.00		104.00	\$57.00	\$ 5,928.00		\$ -		0.00	\$ -	104.00	0.00%
4.03	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	1,249.00		1,249.00	\$106.00	\$ 132,394.00		\$ -		0.00	\$ -	1,249.00	0.00%
4.04	STORM SEWER, TRENCHED, RCP, 48 IN. ARCH, DIA.	LF	18.00		18.00	\$242.85	\$ 4,371.30		\$ -		0.00	\$ -	18.00	0.00%
4.05	SANITARY SEWER SERVICE, PVC, 4"	LF	1,044.00	(1,044.00)	0.00	\$68.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.06	REMOVAL OF SANITARY SEWER, VCP, DIA. EQUAL TO OR LESS THAN 15 IN.	EA	1,255.00		1,255.00	\$30.00	\$ 37,650.00		\$ -		0.00	\$ -	1,255.00	0.00%
4.07	SANITARY SEWER TEMPORARY CLEANOUT	EA	3.00		3.00	\$550.00	\$ 1,650.00		\$ -		0.00	\$ -	3.00	0.00%
4.08	REMOVAL OF STORM SEWER, RCP, DIA. EQUAL TO OR LESS THAN 18 IN.	LF	99.00		99.00	\$15.00	\$ 1,485.00		\$ -		0.00	\$ -	99.00	0.00%
4.09	FOOTING DRAIN COLLECTORSUBRAIN, CORRUGATED PVC, 8 IN. DIA.	LF	2,399.00		2,399.00	\$26.70	\$ 64,053.30		\$ -		0.00	\$ -	2,399.00	0.00%
4.10	TEMPORARY SUBDRAIN CAP	EA	2.00		2.00	\$60.00	\$ 120.00		\$ -		0.00	\$ -	2.00	0.00%
4.11	FOOTING DRAIN OUTLETS AND CONNECTIONS, 8 IN. DIA.	EA	14.00		14.00	\$180.00	\$ 2,520.00		\$ -		0.00	\$ -	14.00	0.00%
4.12	STORM SEWER SERVICE STUB, PVC, 1-1/2 IN. DIA.	EA	36.00		36.00	\$625.00	\$ 22,500.00		\$ -		0.00	\$ -	36.00	0.00%
5.01	WATER MAINS AND APPURTENANCES	LF	1,253.00		1,253.00	\$40.00	\$ 50,120.00		\$ -		0.00	\$ -	1,253.00	0.00%
5.02	FITTING, REDUCER, 8" X 4" IN.	EA	1.00		1.00	\$475.00	\$ 475.00		\$ -		0.00	\$ -	1.00	0.00%
5.03	FITTING, UNION, 4" X 4"	EA	1.00		1.00	\$425.00	\$ 425.00		\$ -		0.00	\$ -	1.00	0.00%
5.04	FITTING, UNION, 8" X 8"	EA	1.00		1.00	\$576.00	\$ 576.00		\$ -		0.00	\$ -	1.00	0.00%
5.05	FITTING, 22.5 DEG., 8 IN.	EA	2.00		2.00	\$545.25	\$ 1,090.50		\$ -		0.00	\$ -	2.00	0.00%
5.06	FITTING, 45 DEG., 8 IN.	EA	2.00		2.00	\$550.00	\$ 1,100.00		\$ -		0.00	\$ -	2.00	0.00%
5.07	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., NEAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00		\$ -		0.00	\$ -	18.00	0.00%
5.08	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., FAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00		\$ -		0.00	\$ -	18.00	0.00%
5.09	REMOVAL OF WATER MAIN	LF	1,256.00		1,256.00	\$22.50	\$ 28,260.00		\$ -		0.00	\$ -	1,256.00	0.00%
5.10	WATER MAIN, TEMPORARY, PEX, 2 IN. DIA.	EA	2,948.00		2,948.00	\$16.00	\$ 47,168.00		\$ -		0.00	\$ -	2,948.00	0.00%
5.11	VALVE, GATE, 8 IN.	EA	5.00		5.00	\$1,725.00	\$ 8,625.00		\$ -		0.00	\$ -	5.00	0.00%
5.12	FIRE HYDRANT ASSEMBLY (ALTERNATE PLAN)	EA	3.00		3.00	\$4,300.00	\$ 12,900.00		\$ -		0.00	\$ -	3.00	0.00%
5.13	VALVE BOX REPLACEMENT	EA	2.00		2.00	\$540.00	\$ 1,080.00		\$ -		0.00	\$ -	2.00	0.00%
5.14	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1.00		1.00	\$200.00	\$ 200.00		\$ -		0.00	\$ -	1.00	0.00%
5.15	VALVE REMOVAL	EA	2.00		2.00	\$250.00	\$ 500.00		\$ -		0.00	\$ -	2.00	0.00%
6.01	STRUCTURES FOR SANITARY AND STORM SEWERS	EA	3.00		3.00	\$9,800.00	\$ 29,400.00		\$ -		0.00	\$ -	3.00	0.00%
6.02	MANHOLE, SW-303, 48"	EA	1.00		1.00	\$10,525.00	\$ 10,525.00		\$ -		0.00	\$ -	1.00	0.00%
6.03	MANHOLE, SW-403, MODIFIED, 5.75' X 7.75'	EA	1.00		1.00	\$12,405.00	\$ 12,405.00		\$ -		0.00	\$ -	1.00	0.00%
6.04	MANHOLE, SW-403, MODIFIED, 4' X 7.75'	EA	1.00		1.00	\$14,150.00	\$ 14,150.00		\$ -		0.00	\$ -	1.00	0.00%
6.05	INTAKE, SW-505	EA	4.00		4.00	\$5,270.00	\$ 21,080.00		\$ -		0.00	\$ -	4.00	0.00%
6.06	INTAKE, SW-506, MODIFIED	EA	4.00		4.00	\$14,550.00	\$ 58,200.00		\$ -		0.00	\$ -	4.00	0.00%
6.07	INTAKE, SW-512	EA	2.00		2.00	\$2,500.00	\$ 5,000.00		\$ -		0.00	\$ -	2.00	0.00%
6.08	MANHOLE ADJUSTMENT, SANITARY MINOR	EA	4.00		4.00	\$2,500.00	\$ 10,000.00		\$ -		0.00	\$ -	4.00	0.00%
6.09	REMOVAL MANHOLE, SANITARY	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -		0.00	\$ -	4.00	0.00%
6.10	REMOVAL INTAKE	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -		0.00	\$ -	4.00	0.00%
7.01	STREETS AND RELATED WORK	SY	4,677.00		4,677.00	\$80.00	\$ 374,160.00		\$ -		0.00	\$ -	4,677.00	0.00%
7.02	PAYEMENT, PCC, CLASS C-SUD, 8 IN.	SY	64.00		64.00	\$80.00	\$ 5,120.00		\$ -		0.00	\$ -	64.00	0.00%
7.03	PAYEMENT, HMA 3 IN.	SY	2,053.00		2,053.00	\$15.00	\$ 30,795.00		\$ -		0.00	\$ -	2,053.00	0.00%
7.04	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	960.00		960.00	\$30.00	\$ 28,800.00		\$ -		0.00	\$ -	960.00	0.00%
7.05	SIDEWALK, PCC, 4 IN.	SY	53.00		53.00	\$165.00	\$ 8,745.00		\$ -		0.00	\$ -	53.00	0.00%
7.06	DETECTABLE WARNING, POLYMER	SF	87.00		87.00	\$50.00	\$ 4,350.00		\$ -		0.00	\$ -	87.00	0.00%
7.07	DRIVEWAY, PAVED, PCC, 6 IN.	SY	950.00		950.00	\$75.00	\$ 71,250.00		\$ -		0.00	\$ -	950.00	0.00%
7.08	PAYEMENT REMOVAL	SY	3,861.00		3,861.00	\$12.00	\$ 46,332.00		\$ -		0.00	\$ -	3,861.00	0.00%
7.09	PLASTIC CONCRETE TESTING	LS	1.00		1.00	\$10,000.00	\$ 10,000.00		\$ -		0.00	\$ -	1.00	0.00%

[illegible]

CONTRACT = \$1,847,035.58 PAY PERIOD = \$ 9,774.00

0.53%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
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Previous Applications for Payment

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

Record of Change Orders

No.	Date	Amount
1	April 18, 2022	\$ 30,045.48
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CHANGE ORDER TOTAL = \$ 30,045.48

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	May 23, 2022

Substantial Completion

Contract Working Days:	N/A
Added by Change Order:	
Total Working Days:	
Working Days Used to Date:	
Working Days Remaining:	N/A

Full Completion

Contract Working Days:	160.0
Added by Change Order:	
Total Working Days:	160.0
Working Days Used to Date:	3.5
Working Days Remaining:	156.5



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #26 in the amount of \$19,169.55 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #26

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive
Contractor: Civil Design Advantage
Address: 3405 SE Crossroads Drive, Suite G, Grimes, IA 50111
Finance Budget Code: 959.3959.4210 **Finance Project Code:** 959.4210
Vendor Project or Invoice #: _____ **PO #** _____
Original Contract Date: January 20, 2020 **Vendor #** 2407

Date of Council Meeting 6/20/2022 **PAYMENT REQUEST #** 26
PAYMENT PERIOD: From: 05/02/22 through: 06/05/22

Contract Summary

Original Contract Amount:	\$	<u>319,825.00</u>	
Net change by Change Orders:	\$	<u>382,040.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>701,865.00</u>	
Total completed and stored to date:	\$	<u>587,392.50</u>	
Retainage: _____ % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>587,392.50</u>	
Less previous applications for payment:	\$	<u>568,222.95</u>	
SUBTOTAL	\$		<u>19,169.55</u>
OTHER CHARGES (Please attach an itemized list)	\$		<u>-</u>
CURRENT PAYMENT DUE	\$		<u>19,169.55</u>
Balance to finish, including retainage:	\$	<u>114,472.50</u>	

Contract Time Remaining (If applicable) _____ - CALENDAR DAYS

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

Construction Contractor Approval:

Firm Name _____

Signature _____

Date _____

Engineer/Consultant Approval: Civil Design Advantage

Firm Name _____

Signature _____

6/9/2022

Date _____

City of Ankeny Staff Approval

Signature _____

6/10/2022

Date _____

Submit to: _____

Email: _____

Phone: _____

Fax: _____

Date Printed: 6/10/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/6/2020	\$ 3,006.82
2	4/20/2020	\$ 10,124.88
3	6/15/2020	\$ 64,848.50
4	7/20/2020	\$ 23,002.40
5	8/17/2020	\$ 49,467.25
6	9/21/2020	\$ 21,149.25
7	10/19/2020	\$ 44,163.30
8	11/16/2020	\$ 23,739.55
9	12/21/2020	\$ 18,016.50
10	1/18/2021	\$ 16,663.68
11	2/15/2021	\$ 31,705.63
12	3/15/2021	\$ 12,534.60
13	4/19/2021	\$ 19,870.89
14	5/17/2021	\$ 18,899.17
15	6/21/2021	\$ 16,209.06
16	7/19/2021	\$ 24,988.55
17	8/16/2021	\$ 30,259.52
18	9/20/2021	\$ 23,842.81
19	10/18/2021	\$ 21,762.06
20	11/15/2021	\$ 20,029.36
21	12/20/2021	\$ 21,584.30
22	1/17/2022	\$ 27,090.03
23	2/21/2022	\$ 4,869.98
24	4/18/2022	\$ 6,985.97
25	5/16/2022	\$ 13,408.89
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TOTAL \$ 568,222.95

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Record of Change Orders

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

Contract Time Remaining:

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

Invoice

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

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

June 10, 2022
Project No: 2002.053
Invoice No: 37227

Project 2002.053 C. Ankeny - NW 18th Street Extension
Professional Services from May 02, 2022 through June 05, 2022

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

Project	2002.053	C. Ankeny - NW 18th Street Extension	Invoice	37227
Task	601	Construction Staking		
Professional Personnel				
		Hours	Rate	Amount
Technician 1		9.50	56.00	532.00
Senior Technician		11.00	142.00	1,562.00
Total Labor				2,094.00
Total this Task				\$2,094.00
Task	602	Construction Observation		
Professional Personnel				
		Hours	Rate	Amount
Technician 4		41.00	89.00	3,649.00
Total Labor				3,649.00
Total this Task				\$3,649.00
Task	603	Construction Administration		
Professional Personnel				
		Hours	Rate	Amount
Engineer 8		34.00	166.00	5,644.00
Total Labor				5,644.00
Total this Task				\$5,644.00
Task	604	Shop Drawings		
Total this Task				0.00
Task	605	Record Drawings		
Total this Task				0.00
Task	606	Construction Observ. after Working Days		
Professional Personnel				
		Hours	Rate	Amount
Technician 3		5.50	78.00	429.00
Technician 4		35.00	89.00	3,115.00
Total Labor				3,544.00
Total this Task				\$3,544.00
Task	607	Construction Admin after Working Days		
Professional Personnel				
		Hours	Rate	Amount
Engineer 8		23.50	166.00	3,901.00
Total Labor				3,901.00
Total this Task				\$3,901.00
Task	701	Geotechnical Investigation		
Total this Task				0.00
Task	702	Phase 1 Environmental Assessment		
Total this Task				0.00
Task	703	Wetland Services		
Total this Task				0.00

Project	2002.053	C. Ankeny - NW 18th Street Extension	Invoice	37227
Task	704	Right-of-Way Services		
			Total this Task	0.00
Task	705	Geotechnical Observation (ABE)		
			Total this Task	0.00
Task	998	Permits & Fees		
			Total this Task	0.00
Task	999	Reimbursable Expenses		
Reimbursable Expenses				
Employee Mileage Reimb				
5/31/2022	Mileage	190.0 miles @ 0.585	111.15	
	Total Reimbursables		111.15	111.15
Unit Billing				
5/2/2022	Mileage	387.0 miles @ 0.585	226.40	
	Total Units		226.40	226.40
			Total this Task	\$337.55
Billing Limits				
		Current	Prior	To-Date
Total Billings		19,169.55	568,222.95	587,392.50
Limit				701,865.00
Remaining				114,472.50
			Total this Invoice	<u><u>\$19,169.55</u></u>
Project Manager	Joshua Trygstad			



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

June 9, 2022

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

RE: Billing Information Report #26
NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive
Ankeny, Iowa
CDA 2002.053

Dear Jim:

Enclosed, please find a copy of Billing Information Report #26 for the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive.

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

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Josh Trygstad, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$226,223.74 to Con-Struct, Inc., for construction services on the 2022 PCC Reconstruction Program - SE Peachtree Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2022 PCC Reconstruction Program - SE Peachtree Drive
Contractor: Con-Struct, Inc.
Address: 305 South Dayton Ave, Ames Iowa, 50010
Finance Budget Code: 916.3916.4451 **Finance Project #** 916.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 7, 2022 **Vendor #** 6379

Date of Council Meeting: June 20, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: May 2, 2022 Through: May 29, 2022

Contract Summary

Original Contract Amount:	\$	805,555.00
Net change by Change Orders:	\$	-
Contract Amount to Date: (line 1 ± 2)	\$	805,555.00
Total completed and stored to date:	\$	238,130.25
Retainage: 5 % of Completed Work:	\$	11,906.51
Total Earned less Retainage:	\$	226,223.74
Less previous applications for payment:	\$	-
SUBTOTAL	\$	226,223.74
OTHER CHARGES (Attach an itemized list)	\$	-
CURRENT PAYMENT DUE	\$	226,223.74

Balance to finish, including retainage: \$ 579,331.26

Contract Time Remaining (If applicable) 67.00 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:

Con-Struct, Inc.

Signature [Signature]
Firm Name

Date 6/8/2022

Engineer / Consultant Approval:

Signature _____
Firm Name

Date _____

City of Ankeny Staff Approval:

Signature [Signature]

Date 6/8/2022

Submit to:

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

E-mail:

ALust@AnkenyIowa.gov

Phone: (515) 963-3537

Fax: (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	Topsoil, Compost-amended	CY	290.00		290.00	\$ 70.00	\$ 20,300.00		\$ -		0.00	\$ -	290.00	0.00%
2.02	Excavation, Class 10	CY	765.00		765.00	\$ 30.00	\$ 22,950.00	396.00	\$ 11,880.00		396.00	\$ 11,880.00	396.00	51.76%
2.03	Subgrade Preparation, 6" Depth	SY	4,590.00		4,590.00	\$ 5.00	\$ 22,950.00	1,322.00	\$ 6,610.00		1,322.00	\$ 6,610.00	3,268.00	28.80%
2.04	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	4,590.00		4,590.00	\$ 15.00	\$ 68,850.00	1,411.00	\$ 21,165.00		1,411.00	\$ 21,165.00	3,179.00	30.74%
2.05	Compaction Testing	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00	0.25	\$ 1,000.00		0.25	\$ 1,000.00	0.75	25.00%
SEWERS AND DRAINS														
4.01	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	2,155.00		2,155.00	\$ 30.00	\$ 64,650.00	594.00	\$ 17,820.00		594.00	\$ 17,820.00	1,561.00	27.56%
4.02	Subdrain, Cleanout, Type B, 24" Diameter	EA	6.00		6.00	\$ 1,000.00	\$ 6,000.00		\$ -		0.00	\$ -	6.00	0.00%
4.03	Subdrain, Outlets and Connection, PVC, 8" Diameter	EA	10.00		10.00	\$ 500.00	\$ 5,000.00		\$ -		0.00	\$ -	10.00	0.00%
4.04	Reconnection of Storm Sewer Services	EA	11.00		11.00	\$ 500.00	\$ 5,500.00		\$ -		0.00	\$ -	11.00	0.00%
4.05	Removal of Subdrain, Any Type, Any Size	LF	295.00		295.00	\$ 10.00	\$ 2,950.00	69.00	\$ 690.00		69.00	\$ 690.00	226.00	23.39%
4.06	Removal of Subdrain, Cleanout	EA	2.00		2.00	\$ 500.00	\$ 1,000.00	1.00	\$ 500.00		1.00	\$ 500.00	1.00	50.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	4.00		4.00	\$ 2,000.00	\$ 8,000.00	1.00	\$ 2,000.00		1.00	\$ 2,000.00	3.00	25.00%
6.02	Intake Adjustment, Minor	EA	5.00		5.00	\$ 2,000.00	\$ 10,000.00		\$ -		0.00	\$ -	5.00	0.00%
6.03	Intake Adjustment, Major	EA	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -		0.00	\$ -	1.00	0.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, Class C-SUD, 8" Thick	SY	3,640.00		3,640.00	\$ 85.00	\$ 309,400.00	934.00	\$ 79,390.00		934.00	\$ 79,390.00	2,706.00	25.65%
7.02	Pavement, PCC, Class C-SUD, 7" Thick	SY	285.00		285.00	\$ 70.00	\$ 19,950.00	35.00	\$ 1,750.00		35.00	\$ 1,750.00	250.00	0.00%
7.03	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 8" Thick	LF	31.00		31.00	\$ 50.00	\$ 1,550.00		\$ -		0.00	\$ -	31.00	0.00%
7.04	Plastic Concrete Testing	LS	1.00		1.00	\$ 3,801.00	\$ 3,801.00	0.25	\$ 950.25		0.25	\$ 950.25	0.75	25.00%
7.05	Removal of Sidewalk	SY	125.00		125.00	\$ 15.00	\$ 1,875.00	26.00	\$ 390.00		26.00	\$ 390.00	99.00	20.80%
7.06	Removal of Driveway	SY	475.00		475.00	\$ 15.00	\$ 7,125.00	272.00	\$ 4,080.00		272.00	\$ 4,080.00	203.00	57.25%
7.07	Sidewalk, PCC, 4" Thick	SY	82.00		82.00	\$ 50.00	\$ 4,100.00	26.00	\$ 1,300.00		26.00	\$ 1,300.00	56.00	31.71%
7.08	Sidewalk, PCC, 6" Thick	SY	33.00		33.00	\$ 80.00	\$ 2,640.00		\$ -		0.00	\$ -	33.00	0.00%
7.09	Detachable Warnings, Galvanized Steel	SF	48.00		48.00	\$ 60.00	\$ 2,880.00		\$ -		0.00	\$ -	48.00	0.00%
7.10	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	225.00		225.00	\$ 60.00	\$ 13,500.00	251.00	\$ 16,315.00		251.00	\$ 16,315.00	225.00	100.40%
7.11	Driveway, Paved, PCC, Class C, Type A Commercial, 7" Thick	SY	250.00		250.00	\$ 65.00	\$ 16,250.00	2,329.00	\$ 34,535.00		2,329.00	\$ 34,535.00	1,571.00	60.63%
7.12	Removal of Pavement	SY	3,840.00		3,840.00	\$ 15.00	\$ 57,600.00	43.00	\$ 645.00		43.00	\$ 645.00	32.00	57.33%
7.13	Curb and Gutter Removal, 2.0' Wide	LF	75.00		75.00	\$ 20.00	\$ 1,500.00		\$ -		0.00	\$ -	75.00	0.00%
TRAFFIC CONTROL														
8.01	Temporary Traffic Control	LS	1.00		1.00	\$ 9,500.00	\$ 9,500.00	0.25	\$ 2,375.00		0.25	\$ 2,375.00	0.75	25.00%
8.02	Portable Dynamic Message Sign (PDMS)	CDAV	10.00		10.00	\$ 165.00	\$ 1,650.00	10.00	\$ 1,650.00		10.00	\$ 1,650.00	0.00	100.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding and Fertilizing, Type 1	AC	0.60		0.60	\$ 2,750.00	\$ 1,650.00		\$ -		0.00	\$ -	0.60	0.00%
9.02	Conventional Seeding and Fertilizing, Type 4	AC	0.60		0.60	\$ 1,100.00	\$ 660.00		\$ -		0.00	\$ -	0.60	0.00%
9.03	Erosion Control Mulching, Hydromulching, BFM	AC	1.20		1.20	\$ 3,650.00	\$ 4,380.00		\$ -		0.00	\$ -	1.20	0.00%
9.04	Inlet Protection Device, Surface-applied	EA	8.00		8.00	\$ 65.00	\$ 520.00	4.00	\$ 264.00		4.00	\$ 264.00	4.00	50.00%
9.05	Inlet Protection Device, Drop-in	EA	8.00		8.00	\$ 132.00	\$ 1,056.00	8.00	\$ 1,056.00		8.00	\$ 1,056.00	0.00	100.00%
9.06	Inlet Protection Device, Maintenance	EA	16.00		16.00	\$ 20.00	\$ 320.00		\$ -		0.00	\$ -	16.00	0.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 70,000.00	\$ 70,000.00	0.25	\$ 17,500.00		0.25	\$ 17,500.00	0.75	25.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$ 7,000.00	\$ 7,000.00	0.20	\$ 1,400.00		0.20	\$ 1,400.00	0.80	20.00%
11.03	Maintenance of Solid Waste Collection	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00		\$ -		0.00	\$ -	1.00	0.00%
11.04	Temporary Pedestrian Ramp	EA	4.00		4.00	\$ 1,000.00	\$ 4,000.00	2.00	\$ 2,000.00		2.00	\$ 2,000.00	2.00	50.00%
11.05	Temporary Driveway	SY	370.00		370.00	\$ 25.00	\$ 9,250.00	370.00	\$ 9,250.00		370.00	\$ 9,250.00	0.00	100.00%
11.06	Concrete Washout, Containers	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00	0.25	\$ 1,000.00		0.25	\$ 1,000.00	0.75	25.00%
CHANGE ORDER ITEMS														
12.01					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.02					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 805,555.00 PAY PERIOD = \$ 238,130.25

COMPLETED = \$ 228,130.25

29.58%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
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Previous Applications for Payment

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Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	May 2, 2022

Full Completion

Contract Working Days:	85.0
Added by Change Order:	
Total Working Days:	85.0
Working Days Used to Date:	18.0
Working Days Remaining:	67.0

PREVIOUS PAY APP TOTAL = \$ -



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$741,859.00 to Cramer & Associates, Inc., for construction services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: High Trestle Trail Extension - SE Magazine Road to SE Oralabor Road
Contractor: Cramer & Associates, Inc.
Address: 3100 SW Brookside Drive, Grimes, IA 50111-4977
Finance Budget Code: 938.2938.4459 **Finance Project #** 938.4459
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: July 6, 2021 **Vendor #** 8408

Date of Council Meeting: June 20, 2022 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: May 1, 2022 Through: May 31, 2022

Contract Summary

Original Contract Amount:	\$	3,044,526.55	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	3,044,526.55	
Total completed and stored to date:	\$	2,150,443.67	
Retainage: 3 % of Completed Work:	\$	30,000.00	Max 3% of \$1,000,000 or \$30,000
Total Earned less Retainage:	\$	2,120,443.67	
Less previous applications for payment:	\$	1,378,584.67	
SUBTOTAL			\$ 741,859.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 741,859.00

Balance to finish, including retainage: \$ 924,082.89

Contract Time Remaining (If applicable) 51.50 Working Days

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

Construction Contractor Approval: Cramer & Associates, Inc.
Firm Name
Signature: *Marty Snyder* Date: 6/7/22

Engineer / Consultant Approval: Snyder & Associates, Inc.
Digitally signed by Andy Burke
DN: C=US, Firm Name
E=aburke@snyder-associates.com,
O="Snyder & Associates, Inc", CN=Andy
Burke
Signature: *Andy Burke* Date: 6/7/2022
Reason: I have reviewed this document
Date: 2022.06.07 14:20:42-05'00'

City of Ankeny Staff Approval:
Signature: *Jim Haberichter* Date: 6/7/2022

Submit to: Jim Haberichter, PE | Civil Engineer II
E-mail: JHaberichter@Ankenylowa.gov **Phone:** (515) 963-3536 **Fax:** (515) 963-3536

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 20, 2021	\$ 29,051.50
2	October 18, 2021	\$ 213,276.71
3	November 15, 2021	\$ 97,548.05
4	December 20, 2021	\$ 160,802.82
5	January 17, 2022	\$ 176,184.01
6	February 21, 2022	\$ 129,442.74
7	March 21, 2022	\$ 61,186.51
8	April 18, 2022	\$ 207,095.31
9	May 16, 2022	\$ 303,997.02
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 1,378,584.67

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	August 25, 2021

Substantial Completion

Contract Working Days:	130.0
Added by Change Order:	0.0
Total Working Days:	130.0
Working Days Used to Date:	78.5
Working Days Remaining:	51.5

Full Completion

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	ITEM NUMBER	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
10	2101-0850001	CLEARING AND GRUBBING	ACRE	5.20		5.20	\$ 9,000.00	\$ 46,800.00		\$ -	4.94	4.94	\$ 44,460.00	0.26	95.00%
20	2102-0425070	SPECIAL BACKFILL	TON	131.10		131.10	\$ 35.00	\$ 4,588.50		\$ -	0.00	0.00	\$ -	131.10	0.00%
30	2102-2625001	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	CY	21,902.00		21,902.00	\$ 15.00	\$ 328,530.00		\$ -	21,463.96	21,463.96	\$ 321,959.40	438.04	98.00%
40	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1,553.00		1,553.00	\$ 10.00	\$ 15,530.00		\$ -	0.00	0.00	\$ -	1,553.00	0.00%
50	2105-8425015	TOPSOIL, STRIP, SALVAGE, AND SPREAD	CY	2,449.00		2,449.00	\$ 6.00	\$ 14,694.00		\$ -	1,959.20	1,959.20	\$ 11,755.20	489.80	80.00%
60	2109-8225100	SPECIAL COMPACTION OF SUBGRADE	STA	1.10		1.10	\$ 1,800.00	\$ 1,980.00		\$ -	0.00	0.00	\$ -	1.10	0.00%
70	2110-8200000	CONSTRUCTION OF SOIL AGGREGATE SUBBASE	MILE	1.00		1.00	\$ 28,500.00	\$ 28,500.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
80	2123-7450020	SHOULDER FINISHING, EARTH	STA	69.80		69.80	\$ 365.00	\$ 25,477.00		\$ -	0.00	0.00	\$ -	69.80	0.00%
90	2301-0685550	BRIDGE APPROACH PAVEMENT, AS PER PLAN	SY	70.70		70.70	\$ 166.00	\$ 11,736.20		\$ -	0.00	0.00	\$ -	70.70	0.00%
100	2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	361.70		361.70	\$ 125.00	\$ 45,212.50		\$ -	0.00	0.00	\$ -	361.70	0.00%
110	2402-2720100	EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	CY	4.00		4.00	\$ 15.00	\$ 60.00		\$ -	4.00	4.00	\$ 60.00	0.00	100.00%
120	2416-0100015	APRONS, CONCRETE, 15 IN. DIA.	EA	2.00		2.00	\$ 2,400.00	\$ 4,800.00		\$ -	2.00	2.00	\$ 4,800.00	0.00	100.00%
130	2416-0100024	APRONS, CONCRETE, 24 IN. DIA.	EA	3.00		3.00	\$ 3,500.00	\$ 10,500.00		\$ -	3.00	3.00	\$ 10,500.00	0.00	100.00%
140	2435-1160015	CULVERT, CONCRETE ENTRANCE PIPE, 15 IN. DIA.	LF	12.00		12.00	\$ 200.00	\$ 2,400.00		\$ -	11.00	11.00	\$ 2,200.00	1.00	91.67%
150	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN., MODIFIED	EA	1.00		1.00	\$ 7,500.00	\$ 7,500.00		\$ -	1.00	1.00	\$ 7,500.00	0.00	100.00%
160	2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA	1.00		1.00	\$ 6,500.00	\$ 6,500.00		\$ -	1.00	1.00	\$ 6,500.00	0.00	100.00%
170	2502-8212408	SUBDRAIN, STANDARD, NON-PERFORATED, 8 IN., AS PER PLAN	LF	151.90		151.90	\$ 40.00	\$ 6,076.00		\$ -	0.00	0.00	\$ -	151.90	0.00%
180	2503-0114224	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000 (CLASS III), 24 IN.	LF	336.00		336.00	\$ 85.00	\$ 28,560.00		\$ -	336.00	336.00	\$ 28,560.00	0.00	100.00%
190	2510-6745850	REMOVAL OF PAVEMENT	SY	361.70		361.70	\$ 12.00	\$ 4,340.40		\$ -	0.00	0.00	\$ -	361.70	0.00%
200	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSSES	EA	1.00		1.00	\$ 800.00	\$ 800.00		\$ -	1.00	1.00	\$ 800.00	0.00	100.00%
210	2511-0300000	REMOVAL OF RECREATIONAL TRAIL	SY	766.20		766.20	\$ 12.00	\$ 9,194.40		\$ -	766.20	766.20	\$ 9,194.40	0.00	100.00%
220	2511-0302500	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 5 IN.	SY	58.70		58.70	\$ 71.00	\$ 4,167.70		\$ -	0.00	0.00	\$ -	58.70	0.00%
230	2511-0302600	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	SY	7,834.70		7,834.70	\$ 40.50	\$ 317,305.35		\$ -	0.00	0.00	\$ -	7,834.70	0.00%
240	2511-0310100	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	STA	19.70		19.70	\$ 475.00	\$ 9,357.50		\$ -	0.00	0.00	\$ -	19.70	0.00%
250	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	298.00		298.00	\$ 90.00	\$ 26,820.00		\$ -	0.00	0.00	\$ -	298.00	0.00%
260	2511-7528101	DETECTABLE WARNING, CAST IRON	SF	80.00		80.00	\$ 45.00	\$ 3,600.00		\$ -	0.00	0.00	\$ -	80.00	0.00%
270	2519-1001000	FENCE, CHAIN LINK, VINYL COATED, 48 IN. HEIGHT	LF	96.00		96.00	\$ 65.00	\$ 6,240.00		\$ -	0.00	0.00	\$ -	96.00	0.00%
280	2524-6750010	REMOVE AND REINSTALL SIGN AS PER PLAN	EA	4.00		4.00	\$ 325.00	\$ 1,300.00		\$ -	0.00	0.00	\$ -	4.00	0.00%
290	2524-9276001	PERFORATED SQUARE STEEL TUBE POSTS	LF	224.00		224.00	\$ 14.00	\$ 3,136.00		\$ -	0.00	0.00	\$ -	224.00	0.00%
300	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF	91.00		91.00	\$ 22.00	\$ 2,002.00		\$ -	0.00	0.00	\$ -	91.00	0.00%
310	2524-9325150	INSTALL TYPE A SIGN	EA	24.00		24.00	\$ 100.00	\$ 2,400.00		\$ -	0.00	0.00	\$ -	24.00	0.00%
320	2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	28.00		28.00	\$ 125.00	\$ 3,500.00		\$ -	0.00	0.00	\$ -	28.00	0.00%
330	2527-9263131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	22.20		22.20	\$ 150.00	\$ 3,330.00		\$ -	0.00	0.00	\$ -	22.20	0.00%
340	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	4.00		4.00	\$ 375.00	\$ 1,500.00		\$ -	0.00	0.00	\$ -	4.00	0.00%
350	2527-9263180	PAVEMENT MARKINGS REMOVED	STA	21.50		21.50	\$ 105.00	\$ 2,257.50		\$ -	0.00	0.00	\$ -	21.50	0.00%
360	2527-9263190	SYMBOLS AND LEGENDS REMOVED	EA	4.00		4.00	\$ 125.00	\$ 500.00		\$ -	0.00	0.00	\$ -	4.00	0.00%
370	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	STA	9.30		9.30	\$ 105.00	\$ 976.50		\$ -	0.00	0.00	\$ -	9.30	0.00%
380	2528-2518000	SAFETY CLOSURE	EA	6.00		6.00	\$ 200.00	\$ 1,200.00	2.00	\$ 400.00	0.00	2.00	\$ 400.00	4.00	33.33%
390	2528-8400048	TEMPORARY BARRIER RAIL, CONCRETE	LF	341.00		341.00	\$ 25.00	\$ 8,525.00		\$ -	0.00	0.00	\$ -	341.00	0.00%
400	2528-8445110	TRAFFIC CONTROL	LS	1.00		1.00	\$ 14,000.00	\$ 14,000.00	0.65	\$ 9,100.00	0.05	0.70	\$ 9,800.00	0.30	70.00%
410	2528-9108020	TEMPORARY LANE SEPARATOR SYSTEM	LF	608.00		608.00	\$ 18.00	\$ 10,944.00		\$ -	0.00	0.00	\$ -	608.00	0.00%
420	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDA	30.00		30.00	\$ 125.00	\$ 3,750.00	14.00	\$ 1,750.00	0.00	14.00	\$ 1,750.00	15.00	46.67%
430	2533-4980005	MOBILIZATION	LS	1.00		1.00	\$ 225,000.00	\$ 225,000.00		\$ -	1.00	1.00	\$ 225,000.00	0.00	100.00%
440	2551-0000110	TEMPORARY CRASH CUSHION	EA	1.00		1.00	\$ 1,100.00	\$ 1,100.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
450	2552-0000300	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
460	2554-0210200	VALVE BOX EXTENSION	EA	2.00		2.00	\$ 500.00	\$ 1,000.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
470	2554-0214000	FIRE HYDRANT ADJUSTMENT	EA	2.00		2.00	\$ 3,500.00	\$ 7,000.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
480	2599-9999010	(EACH ITEM) PVC DRAINAGE INLET	EA	4.00		4.00	\$ 3,000.00	\$ 12,000.00		\$ -	0.00	0.00	\$ -	4.00	0.00%
490	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	5.10		5.10	\$ 2,500.00	\$ 12,750.00		\$ -	3.40	3.40	\$ 8,500.00	1.70	66.67%
500	2601-2642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	ACRE	5.10		5.10	\$ 1,350.00	\$ 6,885.00		\$ -	0.00	0.00	\$ -	5.10	0.00%
510	2601-2700020	TRANSITION MAT	SF	200.00		200.00	\$ 15.00	\$ 3,000.00		\$ -	0.00	0.00	\$ -	200.00	0.00%
520	2602-0000150	STABILIZED CONSTRUCTION ENTRANCE, EC-303	LF	250.00		250.00	\$ 62.50	\$ 15,625.00		\$ -	130.00	130.00	\$ 8,125.00	120.00	52.00%
530	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	6,875.00		6,875.00	\$ 2.50	\$ 17,187.50		\$ -	660.00	660.00	\$ 1,650.00	6,215.00	9.60%
540	2602-0000351	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	6,875.00		6,875.00	\$ 0.30	\$ 2,062.50		\$ -	0.00	0.00	\$ -	6,875.00	0.00%
550	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EA	5.00		5.00	\$ 500.00	\$ 2,500.00		\$ -	5.00	5.00	\$ 2,500.00	0.00	100.00%
560	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EA	1.00		1.00	\$ 1,000.00	\$ 1,000.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
570	2599-9999010	(LUMP SUM ITEM) PEDESTRIAN BRIDGE LIGHTING	LS	1.00		1.00	\$ 215,000.00	\$ 215,000.00	0.50	\$ 107,500.00	0.00	0.50	\$ 107,500.00	0.50	50.00%
580	2402-2720000	EXCAVATION, CLASS 20	CY	240.00		240.00	\$ 50.00	\$ 12,000.00		\$ -	240.00	240.00	\$ 12,000.00	0.00	100.00%
590	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	220.00		220.00	\$ 1,000.00	\$ 220,000.00		\$ -	220.00	220.00	\$ 220,000.00	0.00	100.00%
600	2403-0100010	STRUCTURAL CONCRETE (BRIDGE)	CY	75.40		75.40	\$ 1,000.00	\$ 75,400.00		\$ -	70.40	70.40	\$ 70,400.00	5.00	93.37%
610	2403-7303000	STRUCTURAL CONCRETE COATING	SY	759.00		759.00	\$ 74.00	\$ 56,166.00		\$ -	0.00	0.00	\$ -	759.00	0.00%
620	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB	49,388.00		49,388.00	\$ 1.75	\$ 86,428.00		\$ -	48,554.38	48,554.38	\$ 84,970.17	833.62	98.31%
630	2429-0000100	PRE-ENGINEERED STEEL TRUSS TRAIL BRIDGE, 180'-2 X 12'-0	EACH	1.00		1.00	\$ 645,000.00	\$ 645,000.00	0.90	\$ 580,500.00	0.00	0.90	\$ 580,500.00	0.10	90.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

640	2501-0201057	PILES, STEEL, HP 10 X 57 - FRAME FOOTINGS	LF	2,240.00			2,240.00	\$	60.00	\$	134,400.00			\$	2,240.00	2,240.00	\$	134,400.00		0.00	100.00%
650	2501-0201274	PILES, STEEL, HP 12 X 74 - ABUTMENT	LF	640.00			640.00	\$	70.00	\$	44,800.00			\$	640.00	640.00	\$	44,800.00		0.00	100.00%
660	2507-2638610	CONCRETE SLOPE PROTECTION	SY	187.30			187.30	\$	350.00	\$	65,555.00		121.74	\$	42,609.00	188.57	\$	58,999.50		18.73	90.00%
670	2599-9999014	ABUTMENT FRAME FORMLINER	SF	6,543.00			6,543.00	\$	20.00	\$	130,860.00			\$	6,543.00	6,543.00	\$	130,860.00		0.00	100.00%
680	2599-9999018	ANTI-GRAFFITI COATING	SY	759.00			759.00	\$	24.00	\$	18,216.00			\$	-	0.00	\$	-		759.00	0.00%
							0.00	\$	-	\$	-			\$	-	0.00	\$	-		0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 3,044,526.55 PAY PERIOD = \$ 741,859.00 COMPLETED = \$ 2,150,443.67

70.63%



June 7, 2022

Mr. Jim Haberichter, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023-1564

RE: HIGH TRESTLE TRAIL EXTENSION – SE MAGAZINE ROAD TO SE ORALABOR ROAD
PARTIAL PAYMENT APPLICATION NO. 10
FINANCE PROJECT NO. 938.4459
S&A PROJECT NO. 120.0274

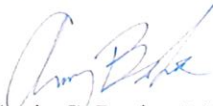
Dear Mr. Haberichter:

Enclosed is Cramer and Associates, Inc.'s Partial Payment Application #10 for the above noted project from May 1 to May 31, 2022. Construction through this payment application includes structural concrete, reinforcement, formliner work, concrete slope protection, bridge lighting, pedestrian bridge installation, and traffic control. Based on project observations, plan quantities, measured quantities, and work completed we recommend approval of Partial Payment Application #10. Approximately 71% of the contract work has been completed and 78.5 of the 130 working days (60%) have been charged through this partial payment application.

Please contact me should you have any questions or comments on this payment application. We will be in attendance at the June 20, 2022 council meeting to answer any questions regarding this project.

Respectfully,

SNYDER & ASSOCIATES, INC.



Andy G. Burke, P.E.
Project Manager

Enclosure

CC: Mark Land, P.E., Snyder & Associates



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #3 in the amount of \$19,350.00 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

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

Date of Council Meeting: June 20, 2022 **PAYMENT REQUEST #** 23
PAYMENT PERIOD: From: May 1, 2022 Through: May 31, 2022

Contract Summary

Original Contract Amount:	\$	127,100.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	127,100.00	
 Total completed and stored to date:	\$	41,725.92	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	41,725.92	
Less previous applications for payment:	\$	22,375.92	
SUBTOTAL	\$		19,350.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 19,350.00

Balance to finish, including retainage: \$ 85,374.08

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Firm Name Foth Infrastructure & Environment

Signature Date

June 7, 2022

City of Ankeny Staff Approval:

Signature Date

6/8/22

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 2, 2022	\$ 11,492.32
2	June 6, 2022	\$ 10,883.60
3		
4		
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 22,375.92

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

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

Invoice

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

*NOTE: Communications concerning disputed debts, including an instrument
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 8, 2022

Project No: 0022A004.00

Invoice No: 78121

City of Ankeny
220 West First Street
Ankeny, IA 50023

Invoice Total USD 19,350.00

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through May 31, 2022

Professional Personnel

	Hours	Rate	Amount
Project Manager II	9.50	186.00	1,767.00
Project Engineer II	31.50	158.00	4,977.00
Staff Engineer II	72.00	130.00	9,360.00
Project Scientist I	26.00	121.00	3,146.00
Project Administrator II	1.00	100.00	100.00
Totals	140.00		19,350.00
Total Labor			19,350.00

Billing Limits	Current	Prior	To-Date
Total Billings	19,350.00	22,375.92	41,725.92
Limit			127,100.00
Remaining			85,374.08

Total This Invoice USD 19,350.00



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #14 in the amount of \$38,250.50 to FOX Strand, for engineering services on the Ankeny ASR project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #14

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny ASR
Contractor: FOX Strand
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 632.3632.4210 **Finance Project #** 632.4210
Vendor Project or Invoice #: 184323 **PO #**
Original Contract Date: February 15, 2021 **Vendor #** 11377

Date of Council Meeting: June 20, 2022 **PAYMENT REQUEST #** 14
PAYMENT PERIOD: From: May 1, 2022 Through: May 31, 2022

Contract Summary

Original Contract Amount:	\$	349,900.00	
Net change by Change Orders:	\$	444,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	794,500.00	
Total completed and stored to date:	\$	490,722.89	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	490,722.89	
Less previous applications for payment:	\$	452,472.39	
SUBTOTAL	\$	38,250.50	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 38,250.50

Balance to finish, including retainage: \$ 303,777.11

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: FOX Strand

Firm Name

Steven J. Troyer, P.E.

June 13, 2022

Signature Date

City of Ankeny Staff Approval:

Signature Date
Donald Clark 6/13/22

Submit to: Don Clark, Director of Municipal Utilities
E-mail: dclark@ankenyiowa.gov Phone: 515-963-3529 Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	3/30/21	\$ 12,000.00
2	5/30/20	\$ 39,140.00
3	6/30/21	\$ 14,380.00
4	7/31/21	\$ 29,721.05
5	8/30/21	\$ 47,830.00
6	9/30/21	\$ 28,000.00
7	10/30/21	\$ 45,745.90
8	11/30/21	\$ 90,901.20
9	12/31/21	\$ 52,850.19
10	1/31/22	\$ 20,190.20
11	2/28/22	\$ 27,490.50
12	3/31/22	\$ 25,838.20
13	4/30/22	\$ 18,385.15
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 452,472.39

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -
Please update Payment Application Sheet

Contract Time Remaining

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



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010-8106
(515) 233-0000

Invoice

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

June 10, 2022
Project No: 7020.001
Invoice No: 0184323

Professional Services: May 1, 2022 through May 31, 2022

Project 7020.001 Ankeny ASR - Final Design

Fee

Total Fee	172,600.00			
Percent Complete	100.00	Total Earned	172,600.00	
		Previous Fee Billing	172,600.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Project		0.00

Contract Amount 172,600.00

Total Billings to Date 172,600.00

Project	7020.002	Ankeny ASR - IDNR Permit Fees		
		Total this Project		0.00

Project	7020.003	Ankeny ASR - Bidding		
Fee				
Total Fee	31,000.00			
Percent Complete	100.00	Total Earned	31,000.00	
		Previous Fee Billing	31,000.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Project		0.00

Contract Amount 31,000.00

TERMS: Payment is due within 30 days of the date on this invoice.

Page 1 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7020.001	Ankeny ASR - Final Design	Invoice	0184323
Total Billings to Date		31,000.00		
Project	7020.004	Ankeny ASR - Construction Administration; Demolition		
	Total Labor			1,212.50
	Total Expenses			350.00
		Total this Project		\$1,562.50
Project	7020.005	Ankeny ASR - RPR Demolition		
	Total Labor			812.00
		Total this Project		\$812.00
Project	7020.006	Ankeny ASR - Geotechnical Report		
		Total this Project		0.00
Project	7020.007	Ankeny ASR - Testing Services; WWTP Demolition		
		Total this Project		0.00
Project	7020.008	Ankeny ASR - Construction Administration		
Fee				
	Total Fee	270,000.00		
	Percent Complete	24.00	Total Earned	64,800.00
			Previous Fee Billing	32,400.00
			Current Fee Billing	32,400.00
		Total Fee		32,400.00
			Total this Project	\$32,400.00
Contract Amount	270,000.00			
Total Billings to Date	64,800.00			

TERMS: Payment is due within 30 days of the date on this invoice.

Page 2 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7020.001	Ankeny ASR - Final Design	Invoice	0184323
Project	7020.009	Ankeny ASR - Bidding Documents		
		Total this Project		0.00
Project	7020.010	Construction Resident Project Representative		
		Total Labor		3,136.00
		Total Expenses		340.00
		Total this Project		\$3,476.00
Project	7020.011	Construction Staking Services		
		Total this Project		0.00
Project	7020.012	Construction Field and Laboratory Testing Services		
		Total this Project		0.00
		Total this Invoice		\$38,250.50

TERMS: Payment is due within 30 days of the date on this invoice.

Page 3 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 515.233.0000
www.strand.com

DATE: June 7, 2022

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

RE: ASR Well #1 Replacement (Well No. 7/ASR No. 3) Project
FOX Strand Project Number 7020.001

DELIVERY: US mail

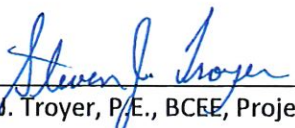
ITEMS: Status Report / Monthly Billing

COMMENTS:

Mr. Clark,

This billing is for professional engineering services for the May 2022 billing period. Time was spent this period on the construction administration for bid package 1 & 2, reviewing submittals, and responding to contractor RFIs. A construction progress meeting was held for Bid Package 1.

If you have questions or concerns, please contact me. Thank you.


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



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #20 in the amount of \$37,981.62 to Graphite Construction Group, Inc. for construction services on the Ankeny Senior Community Center.

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
 Graphite PA 20

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Senior Community Center
Contractor: Graphite Construction Group, Inc
Address: 1955 NE 58th Ave, Ste 100 - Des Moines, IA 50313
Finance Budget Code: 905.2905.4412 **Finance Project #** 905.4412
Vendor Project or Invoice #: **PO #** -
Original Contract Date: July 6, 2020 **Vendor #** 9893

Date of Council Meeting: **PAYMENT REQUEST #** 20
PAYMENT PERIOD: From: April 16, 2022 Through: May 31, 2022

Contract Summary

Original Contract Amount:	\$	5,654,000.00	
Net change by Change Orders:	\$	339,505.51	
Contract Amount to Date: (line 1 ± 2)	\$	5,993,505.51	
Total completed and stored to date:	\$	5,991,505.51	
Retainage: 5 % of Completed Work:	\$	94,963.24	
Total Earned less Retainage:	\$	5,896,542.27	
Less previous applications for payment:	\$	5,858,560.65	
SUBTOTAL	\$		37,981.62

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 37,981.62

Balance to finish, including retainage: \$ 96,963.24

Contract Time Remaining (If applicable) 9/15/2021 #

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: Graphite Construction Group, Inc

Signature: *[Signature]* Date: 5/26/2022

Engineer / Consultant Approval: Shive-Hattery, Inc.

Signature: *[Signature]* Date: May 26 2022 5:13 PM

City of Ankeny Staff Approval:

Signature: *[Signature]* Date: 6/13/22

Submit to: Paul Moritz, P.E. - Assistant City Manager

E-mail: pmoritz@Ankenylowa.gov Phone: (515) 965-6420

AIA Type Document
Application and Certification for Payment

Page 1 of 13

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 20
PERIOD TO: 5/31/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM \$ 5,654,000.00
2. Net Change by Change Orders \$ 339,505.51
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 5,993,505.51
4. TOTAL COMPLETED AND STORED TO DATE \$ 5,991,505.51
5. RETAINAGE:
a. 1.5% of Completed Work \$ 94,963.24
b. 0.0% of Stored Material \$ 0.00
Total retainage (Line 5a + 5b) \$ 94,963.24
6. TOTAL EARNED LESS RETAINAGE \$ 5,896,542.27
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 5,858,560.65
8. CURRENT PAYMENT DUE \$ 37,981.62
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 96,963.24

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	324,093.89	0.00
Total approved this Month	15,411.62	0.00
TOTALS	339,505.51	0.00
NET CHANGES by Change Order	339,505.51	

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 amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Graphite Construction Group
1955 NE 58th Ave, Ste 100 Des Moines, IA 50313

By:

Date:

State of:

County of:

Subscribed and Sworn to before me this

26th

Day of

May

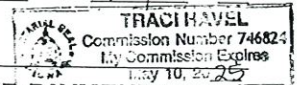
2022

Notary Public:

Traci Havel

My Commission Expires:

5-10-2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Page 2 of 13

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

ARCHITECT'S
PROJECT NO:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
General Conditions									
1	General Conditions	216,292.18	216,292.18	0.00	0.00	216,292.18	100.00	0.00	94,963.24
2	Surveying	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00	0.00	0.00
3	Bond	48,739.00	48,739.00	0.00	0.00	48,739.00	100.00	0.00	0.00
4	Overhead and Fee	141,350.00	141,350.00	0.00	0.00	141,350.00	100.00	0.00	0.00
Existing Conditions									
024113	L-Selective Site Demolition	54,200.00	54,200.00	0.00	0.00	54,200.00	100.00	0.00	0.00
Concrete									
033000.1	M-Foundation	105,028.00	105,028.00	0.00	0.00	105,028.00	100.00	0.00	0.00
033000.2	L-Foundation	137,479.00	137,479.00	0.00	0.00	137,479.00	100.00	0.00	0.00
033000.3	L-SOG	34,598.00	34,598.00	0.00	0.00	34,598.00	100.00	0.00	0.00
033000.4	M-SOG	110,305.00	110,305.00	0.00	0.00	110,305.00	100.00	0.00	0.00
033000.5	L-SOD	10,975.00	10,975.00	0.00	0.00	10,975.00	100.00	0.00	0.00
033000.6	M-SOD	25,061.00	25,061.00	0.00	0.00	25,061.00	100.00	0.00	0.00
033000.7	L/M-Mis. Concrete	8,010.00	8,010.00	0.00	0.00	8,010.00	100.00	0.00	0.00
033000.8	L-Foundation Backfill	26,545.00	26,545.00	0.00	0.00	26,545.00	100.00	0.00	0.00
033511.1	L-Polished Concrete	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00	0.00	0.00
033511.2	M-Polished Concrete	2,600.00	2,600.00	0.00	0.00	2,600.00	100.00	0.00	0.00
033511.3	Concrete Sealer	569.00	569.00	0.00	0.00	569.00	100.00	0.00	0.00
033511.4	Grout Columns	2,205.00	2,205.00	0.00	0.00	2,205.00	100.00	0.00	0.00
Masonry									

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Application and Certification for Payment

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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 20
PERIOD TO: 5/31/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
042000.1	L-Brick	83,500.00	83,500.00	0.00	0.00	83,500.00	100.00	0.00	0.00
042000.2	M-Brick	225,500.00	225,500.00	0.00	0.00	225,500.00	100.00	0.00	0.00
042000.3	L-CMU	31,500.00	31,500.00	0.00	0.00	31,500.00	100.00	0.00	0.00
042000.4	M-CMU	19,500.00	19,500.00	0.00	0.00	19,500.00	100.00	0.00	0.00
042000.5	M-Masonry Reinforcing	1,250.00	1,250.00	0.00	0.00	1,250.00	100.00	0.00	0.00
Metals									
051200.1	M-Structural Steel Framing	327,286.00	327,286.00	0.00	0.00	327,286.00	100.00	0.00	0.00
051200.2	L-Structural Steel Framing	131,254.00	131,254.00	0.00	0.00	131,254.00	100.00	0.00	0.00
052100.1	M-Steel Joist Framing	20,625.00	20,625.00	0.00	0.00	20,625.00	100.00	0.00	0.00
052100.2	L-Steel Joist Framing	106,253.00	106,253.00	0.00	0.00	106,253.00	100.00	0.00	0.00
053100.1	M-Steel Decking	41,871.00	41,871.00	0.00	0.00	41,871.00	100.00	0.00	0.00
053100.2	L-Steel Decking	17,212.00	17,212.00	0.00	0.00	17,212.00	100.00	0.00	0.00
054000.1	M-Cold Formed Metal Framing	55,518.00	55,518.00	0.00	0.00	55,518.00	100.00	0.00	0.00
054000.2	L-Cold Formed Metal Framing	155,732.00	155,732.00	0.00	0.00	155,732.00	100.00	0.00	0.00
055000.1	M-Metal Fabrications	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00	0.00	0.00
055000.2	L-Metal Fabrications	31,842.00	31,842.00	0.00	0.00	31,842.00	100.00	0.00	0.00
055113.1	M-Metal Pan Stairs	36,430.00	36,430.00	0.00	0.00	36,430.00	100.00	0.00	0.00
055113.2	L-Metal Pan Stairs	11,135.00	11,135.00	0.00	0.00	11,135.00	100.00	0.00	0.00
Wood and Plastics									
061000.1	M-Rough Carpentry	20,523.00	20,523.00	0.00	0.00	20,523.00	100.00	0.00	0.00
06100.2	L-Rough Carpentry	51,387.00	51,387.00	0.00	0.00	51,387.00	100.00	0.00	0.00

AIA Type Document
Application and Certification for Payment

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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 20
PERIOD TO: 5/31/2022

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TO:
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_ ARCHITECT
_ CONTRACTOR

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1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

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CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
062023	L-Finish Carpentry	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00	0.00	0.00
064023	M-Casework/Millwork	55,554.00	55,554.00	0.00	0.00	55,554.00	100.00	0.00	0.00
Thermal and Moisture									
071400	Fluid applied waterproof	540.00	540.00	0.00	0.00	540.00	100.00	0.00	0.00
072119.1	L-Foamed in place Insulation	6,282.00	6,282.00	0.00	0.00	6,282.00	100.00	0.00	0.00
072119.2	M-Foamed in place insulation	48,127.00	48,127.00	0.00	0.00	48,127.00	100.00	0.00	0.00
072200.1	M-Roof and Deck Insulation	78,720.00	78,720.00	0.00	0.00	78,720.00	100.00	0.00	0.00
072200.2	L-Roof and Deck Insulation	21,500.00	21,500.00	0.00	0.00	21,500.00	100.00	0.00	0.00
072500.1	M-Weather Barriers	28,010.00	28,010.00	0.00	0.00	28,010.00	100.00	0.00	0.00
072500.2	L-Weather Barriers	25,751.59	25,751.59	0.00	0.00	25,751.59	100.00	0.00	0.00
074213.1	M-Metal Wall Panels	39,000.00	39,000.00	0.00	0.00	39,000.00	100.00	0.00	0.00
074213.2	L-Metal Wall Panels	31,685.00	31,685.00	0.00	0.00	31,685.00	100.00	0.00	0.00
074646.1	M-Fiber cement siding	27,328.00	27,328.00	0.00	0.00	27,328.00	100.00	0.00	0.00
074646.2	L-Fiber cement siding	40,992.00	40,992.00	0.00	0.00	40,992.00	100.00	0.00	0.00
075130.1	M-Elastomeric Membrane Roofing- Fully Adhered	33,630.00	33,630.00	0.00	0.00	33,630.00	100.00	0.00	0.00
075130.2	L-Elastomeric Membrane Roofing- Fully Adhered	37,365.00	37,365.00	0.00	0.00	37,365.00	100.00	0.00	0.00
076200.1	M-Sheet Metal Flashing & Trim	15,450.00	15,450.00	0.00	0.00	15,450.00	100.00	0.00	0.00
076200.2	L-Sheet Metal Flashing & Trim	12,450.00	12,450.00	0.00	0.00	12,450.00	100.00	0.00	0.00
077200	Roof Accessories	600.00	600.00	0.00	0.00	600.00	100.00	0.00	0.00
078400	Firestopping	4,760.00	4,760.00	0.00	0.00	4,760.00	100.00	0.00	0.00
079000	Caulking	10,460.00	10,460.00	0.00	0.00	10,460.00	100.00	0.00	0.00

AIA Type Document
Application and Certification for Payment

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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 20
PERIOD TO: 5/31/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
Openings									
081113	M-Hollow Metal Doors & Frames	26,610.00	26,610.00	0.00	0.00	26,610.00	100.00	0.00	0.00
081416	M-Flush Wood Doors	10,630.00	10,630.00	0.00	0.00	10,630.00	100.00	0.00	0.00
083113	M-Access Doors	200.00	200.00	0.00	0.00	200.00	100.00	0.00	0.00
083313.1	M-Coiling Counter Doors	5,315.00	5,315.00	0.00	0.00	5,315.00	100.00	0.00	0.00
083313.2	L-Coiling Counter Doors	460.00	460.00	0.00	0.00	460.00	100.00	0.00	0.00
084113.1	L-Engineering, Submittals	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00	0.00	0.00
084113.2	L-Aluminum Framed Entrances & Storefronts (& Lift Rental)	17,588.00	17,588.00	0.00	0.00	17,588.00	100.00	0.00	0.00
084113.3	M-Aluminum Framed Entrances & Storefronts	77,036.00	77,036.00	0.00	0.00	77,036.00	100.00	0.00	0.00
084413.1	L-Glazed Aluminum Curtain Walls	27,544.00	27,544.00	0.00	0.00	27,544.00	100.00	0.00	0.00
084413.2	M-Glazed Aluminum Curtain Walls	38,200.00	38,200.00	0.00	0.00	38,200.00	100.00	0.00	0.00
087100	M-Door Hardware	37,560.00	37,560.00	0.00	0.00	37,560.00	100.00	0.00	0.00
088000.1	M-Glazing	6,050.00	6,050.00	0.00	0.00	6,050.00	100.00	0.00	0.00
088000.2	L-Glazing	5,250.00	5,250.00	0.00	0.00	5,250.00	100.00	0.00	0.00
Finishes									
092116.1	M-Gypsum Board Assemblies	42,996.00	42,996.00	0.00	0.00	42,996.00	100.00	0.00	0.00
092116.2	L-Gypsum Board Assemblies	100,324.00	100,324.00	0.00	0.00	100,324.00	100.00	0.00	0.00
093000.1	M-Tiling	15,180.00	15,180.00	0.00	0.00	15,180.00	100.00	0.00	0.00
093000.2	L-Tiling	18,464.00	18,464.00	0.00	0.00	18,464.00	100.00	0.00	0.00
095113.1	M-Acoustical Panel Ceiling	29,305.00	29,305.00	0.00	0.00	29,305.00	100.00	0.00	0.00
095113.2	L-Acoustical Panel Ceiling	24,354.00	24,354.00	0.00	0.00	24,354.00	100.00	0.00	0.00

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Application and Certification for Payment

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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 20
PERIOD TO: 5/31/2022

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TO:
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1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
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CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
096500.1	M-Resilient Flooring	12,371.00	12,371.00	0.00	0.00	12,371.00	100.00	0.00	0.00
096500.2	L-Resilient Flooring	7,743.00	7,743.00	0.00	0.00	7,743.00	100.00	0.00	0.00
096566.1	M-Resilient Athletic Flooring	61,366.00	61,366.00	0.00	0.00	61,366.00	100.00	0.00	0.00
096566.2	L-Resilient Athletic Flooring	36,560.00	36,560.00	0.00	0.00	36,560.00	100.00	0.00	0.00
096813.1	M-Tile Carpeting	24,898.00	24,898.00	0.00	0.00	24,898.00	100.00	0.00	0.00
096813.2	L-Tile Carpeting	6,418.00	6,418.00	0.00	0.00	6,418.00	100.00	0.00	0.00
097700	Fiberglass Reinforced Panels	1,688.50	1,688.50	0.00	0.00	1,688.50	100.00	0.00	0.00
098430	Sound Absorbing Wall and Ceiling Units	12,025.00	12,025.00	0.00	0.00	12,025.00	100.00	0.00	0.00
099113.1	L-Exterior Painting	1,498.00	1,498.00	0.00	0.00	1,498.00	100.00	0.00	0.00
099113.2	M-Exterior Painting	642.00	642.00	0.00	0.00	642.00	100.00	0.00	0.00
099123.1	L-Interior Painting	42,048.00	42,048.00	0.00	0.00	42,048.00	100.00	0.00	0.00
099123.2	M-Interior Painting	10,512.00	10,512.00	0.00	0.00	10,512.00	100.00	0.00	0.00
099600.1	L-High Performance Coatings	4,053.00	4,053.00	0.00	0.00	4,053.00	100.00	0.00	0.00
099600.2	M-High Performance Coatings	1,737.00	1,737.00	0.00	0.00	1,737.00	100.00	0.00	0.00
Specialties									
101400.1	L-Signage	1,355.00	1,355.00	0.00	0.00	1,355.00	100.00	0.00	0.00
101400.2	M-Signage	4,705.23	4,705.23	0.00	0.00	4,705.23	100.00	0.00	0.00
102113	M-Toilet Compartments	3,759.00	3,759.00	0.00	0.00	3,759.00	100.00	0.00	0.00
102600	M-Wall and Door Protection	2,521.00	2,521.00	0.00	0.00	2,521.00	100.00	0.00	0.00
102800	M-Toilet, Bath, and Laundry Accessories	8,915.00	8,915.00	0.00	0.00	8,915.00	100.00	0.00	0.00
104416	M-Fire Extinguisher	1,365.00	1,365.00	0.00	0.00	1,365.00	100.00	0.00	0.00

AIA Type Document
Application and Certification for Payment

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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 20
PERIOD TO: 5/31/2022

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TO:
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1955 NE 58th Ave, Ste 100
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ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
107500.1	M-Flagpole	1,234.00	1,234.00	0.00	0.00	1,234.00	100.00	0.00	0.00
107500.2	L-Flagpole	450.00	450.00	0.00	0.00	450.00	100.00	0.00	0.00
Equipment									
114000.1	M-Food Service Equipment	21,157.00	21,157.00	0.00	0.00	21,157.00	100.00	0.00	0.00
114000.2	L-Food Service Equipment	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	0.00
116623.1	L-Gymnasium Equipment	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00	0.00	0.00
116623.2	M-Gymnasium Equipment	10,600.00	10,600.00	0.00	0.00	10,600.00	100.00	0.00	0.00
Furnishings									
122400.1	M-Window shades	11,390.00	11,390.00	0.00	0.00	11,390.00	100.00	0.00	0.00
122400.2	L-Window shades	2,298.00	2,298.00	0.00	0.00	2,298.00	100.00	0.00	0.00
Conveying Equipment									
142100.1	M-Electric Traction Elevator	50,250.00	50,250.00	0.00	0.00	50,250.00	100.00	0.00	0.00
142100.2	L-Electric Traction Elevator	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00	0.00	0.00
142100.3	L-Shop Drawings	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00	0.00	0.00
Fire Suppression									
211313.1	L-Wet and Dry Pipe Fire Suppression Sprinkler Systems	40,341.00	40,341.00	0.00	0.00	40,341.00	100.00	0.00	0.00
211313.2	M-Wet and Dry Pipe Fire Suppression Sprinkler Systems	20,259.00	20,259.00	0.00	0.00	20,259.00	100.00	0.00	0.00
Mechanical									
01.1	L-Mobilization	46,530.00	46,530.00	0.00	0.00	46,530.00	100.00	0.00	0.00
01.2	M-General Conditions	43,520.00	43,520.00	0.00	0.00	43,520.00	100.00	0.00	0.00
221116.1	M-Domestic Water piping	61,079.00	61,079.00	0.00	0.00	61,079.00	100.00	0.00	0.00

AIA Type Document
Application and Certification for Payment

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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

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221116.2	L-Domestic Water piping	88,517.00	88,517.00	0.00	0.00	88,517.00	100.00	0.00	0.00
221316.1	M-Sanitary Waste piping	38,082.00	38,082.00	0.00	0.00	38,082.00	100.00	0.00	0.00
221316.2	L-Sanitary Waste piping	40,575.00	40,575.00	0.00	0.00	40,575.00	100.00	0.00	0.00
224000	M-Plumbing fixtures	58,508.00	58,508.00	0.00	0.00	58,508.00	100.00	0.00	0.00
230593	L-Testing and balancing HVAC	9,885.00	9,885.00	0.00	0.00	9,885.00	100.00	0.00	0.00
230700.1	M-HVAC and Plumbing Insulation	21,630.00	21,630.00	0.00	0.00	21,630.00	100.00	0.00	0.00
230700.2	L-HVAC and Plumbing Insulation	40,170.00	40,170.00	0.00	0.00	40,170.00	100.00	0.00	0.00
230900.1	L-Instrumentation and Control for HVAC	27,800.00	27,800.00	0.00	0.00	27,800.00	100.00	0.00	0.00
230900.2	M-Instrumentation and Control for HVAC	52,104.00	52,104.00	0.00	0.00	52,104.00	100.00	0.00	0.00
232113.1	L-Hydronic Piping	56,062.00	56,062.00	0.00	0.00	56,062.00	100.00	0.00	0.00
232113.2	M-Hydronic Piping	28,490.00	28,490.00	0.00	0.00	28,490.00	100.00	0.00	0.00
232123.1	M-Hydronic Pumps	18,700.00	18,700.00	0.00	0.00	18,700.00	100.00	0.00	0.00
232123.2	L-Hydronic Pumps	1,760.00	1,760.00	0.00	0.00	1,760.00	100.00	0.00	0.00
233113.1	L-Metal Ducts	118,890.00	118,890.00	0.00	0.00	118,890.00	100.00	0.00	0.00
233113.2	M-Metal Ducts	28,413.00	28,413.00	0.00	0.00	28,413.00	100.00	0.00	0.00
233600.1	L-Air Terminal units	1,980.00	1,980.00	0.00	0.00	1,980.00	100.00	0.00	0.00
233600.2	M-Air Terminal units	9,975.00	9,975.00	0.00	0.00	9,975.00	100.00	0.00	0.00
233713.1	L-Diffusers, Registers, and Grilles	3,200.00	3,200.00	0.00	0.00	3,200.00	100.00	0.00	0.00
233713.2	M-Diffusers, Registers, and Grilles	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	0.00
233813.1	M-Commercial Kitchen hood	11,600.00	11,600.00	0.00	0.00	11,600.00	100.00	0.00	0.00
233813.2	L-Commercial Kitchen hood	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00	0.00	0.00

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TO (OWNER): 250 NW Ash Drive
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APPLICATION NO: 20
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235215.1	L-Heating Boilers	880.00	880.00	0.00	0.00	880.00	100.00	0.00	0.00
235215.2	M-Heating Boilers	13,800.00	13,800.00	0.00	0.00	13,800.00	100.00	0.00	0.00
237200.1	M-Air to air energy recovery	8,610.00	8,610.00	0.00	0.00	8,610.00	100.00	0.00	0.00
237200.2	L-Air to air energy recovery	960.00	960.00	0.00	0.00	960.00	100.00	0.00	0.00
237416.1	M-Packaged RTU	204,750.00	204,750.00	0.00	0.00	204,750.00	100.00	0.00	0.00
237416.2	L-Packaged RTU	5,400.00	5,400.00	0.00	0.00	5,400.00	100.00	0.00	0.00
238126.1	M-Split system AC	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	0.00
238126.2	L-Split system AC	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00	0.00	0.00
238223.1	M-Convectors and fin tube	18,700.00	18,700.00	0.00	0.00	18,700.00	100.00	0.00	0.00
238223.2	L-Convectors and fin tube	5,810.00	5,810.00	0.00	0.00	5,810.00	100.00	0.00	0.00
238239.1	M-Unit heaters	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00	0.00	0.00
238239.2	L-Unit heaters	220.00	220.00	0.00	0.00	220.00	100.00	0.00	0.00
Electrical									
MISC1	M-Mobilization	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00	0.00	0.00
MISC2	L-Mobilization	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	0.00
260519.1	L-Low voltage cables	31,838.00	31,838.00	0.00	0.00	31,838.00	100.00	0.00	0.00
260519.2	M-Low voltage cables	28,500.00	28,500.00	0.00	0.00	28,500.00	100.00	0.00	0.00
260533.1	L-Conduit and Boxes	40,018.00	40,018.00	0.00	0.00	40,018.00	100.00	0.00	0.00
260533.2	M-Conduit and Boxes	20,250.00	20,250.00	0.00	0.00	20,250.00	100.00	0.00	0.00
260573	L-Power System Study	2,350.00	2,350.00	0.00	0.00	2,350.00	100.00	0.00	0.00
260923.1	M-Lighting control devices	19,855.00	19,855.00	0.00	0.00	19,855.00	100.00	0.00	0.00

AIA Type Document
Application and Certification for Payment

Page 10 of 13

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 20
PERIOD TO: 5/31/2022

DISTRIBUTION
TO:
— OWNER
— ARCHITECT
— CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
260923.2	L-Lighting control devices	2,800.00	2,800.00	0.00	0.00	2,800.00	100.00	0.00	0.00
262100.1	M-Low voltage service entrance	2,982.00	2,982.00	0.00	0.00	2,982.00	100.00	0.00	0.00
262100.2	L-Low voltage service entrance	5,850.00	5,850.00	0.00	0.00	5,850.00	100.00	0.00	0.00
262416.1	M-Panelboards	12,907.22	12,907.22	0.00	0.00	12,907.22	100.00	0.00	0.00
262416.2	L-Panelboards	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	0.00
262726.1	M-Wiring Devices	1,450.00	1,450.00	0.00	0.00	1,450.00	100.00	0.00	0.00
262726.2	L-Wiring Devices	1,350.00	1,350.00	0.00	0.00	1,350.00	100.00	0.00	0.00
262813	M-Fuses	59.62	59.62	0.00	0.00	59.62	100.00	0.00	0.00
262816.1	M-Enclosed Switches	965.00	965.00	0.00	0.00	965.00	100.00	0.00	0.00
262816.2	L-Enclosed Switches	350.00	350.00	0.00	0.00	350.00	100.00	0.00	0.00
262923.1	M-Variable Frequency Motor Controllers	3,206.52	3,206.52	0.00	0.00	3,206.52	100.00	0.00	0.00
262923.2	L-Variable Frequency Motor Controllers	300.00	300.00	0.00	0.00	300.00	100.00	0.00	0.00
263323.1	M-Central Battery equipment	22,085.00	22,085.00	0.00	0.00	22,085.00	100.00	0.00	0.00
263323.2	L-Central Battery equipment	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00	0.00	0.00
265100.1	M-Interior Lighting	78,871.00	78,871.00	0.00	0.00	78,871.00	100.00	0.00	0.00
265100.2	L-Interior Lighting	9,714.75	9,714.75	0.00	0.00	9,714.75	100.00	0.00	0.00
265100.3	M-Exterior Lighting	14,191.00	14,191.00	0.00	0.00	14,191.00	100.00	0.00	0.00
265100.4	L-Exterior Lighting	530.00	530.00	0.00	0.00	530.00	100.00	0.00	0.00
265100.5	M-Pole bases, transformer pad	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00	0.00	0.00
265100.6	L-Pole bases, transformer pad	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00	0.00	0.00

Communications

AIA Type Document
Application and Certification for Payment

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TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 20
PERIOD TO: 5/31/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
270000.1	M-Communication Systems	12,155.80	12,155.80	0.00	0.00	12,155.80	100.00	0.00	0.00
270000.2	L-Communication Systems	5,445.72	5,445.72	0.00	0.00	5,445.72	100.00	0.00	0.00
Electronic Safety and Security									
280000.1	M-Fire Alarm and Detection Systems	7,392.00	7,392.00	0.00	0.00	7,392.00	100.00	0.00	0.00
280000.2	L-Fire Alarm and Detection Systems	4,003.37	4,003.37	0.00	0.00	4,003.37	100.00	0.00	0.00
Site Work									
312001	L-Earthwork	80,729.00	80,729.00	0.00	0.00	80,729.00	100.00	0.00	0.00
312002	Building Pad	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	0.00
312003	Temp Stabilization	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Exterior Improvements									
321313.1	L-6" trickle channel	5,220.00	5,220.00	0.00	0.00	5,220.00	100.00	0.00	0.00
321313.2	M-6" trickle channel	2,670.00	2,670.00	0.00	0.00	2,670.00	100.00	0.00	0.00
321313.3	L-7" PCC	26,933.50	26,933.50	0.00	0.00	26,933.50	100.00	0.00	0.00
321313.4	M-7" PCC	77,279.00	77,279.00	0.00	0.00	77,279.00	100.00	0.00	0.00
321319.1	L-5" sidewalk	14,555.00	14,555.00	0.00	0.00	14,555.00	100.00	0.00	0.00
321319.2	M-5" sidewalk	11,353.00	11,353.00	0.00	0.00	11,353.00	100.00	0.00	0.00
321723.13	Painted Pavement Markings	1,495.00	1,495.00	0.00	0.00	1,495.00	100.00	0.00	0.00
321724	Parking Lot Signage	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	0.00
321725	Parking Lot Cleaning	500.00	500.00	0.00	0.00	500.00	100.00	0.00	0.00
321726	Wheel Stops	440.00	440.00	0.00	0.00	440.00	100.00	0.00	0.00
321727	Fencing	6,900.00	6,900.00	0.00	0.00	6,900.00	100.00	0.00	0.00

AIA Type Document
Application and Certification for Payment

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TO (OWNER): 250 NW Ash Drive
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PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 20
PERIOD TO: 5/31/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
329100.1	M-Landscape planting	13,810.00	0.00	13,810.00	0.00	13,810.00	100.00	0.00	0.00
329100.2	L-Landscape planting	8,760.00	0.00	8,760.00	0.00	8,760.00	100.00	0.00	0.00
329200.1	M-Seeding/Sod	9,216.00	8,216.00	0.00	0.00	8,216.00	89.15	1,000.00	0.00
329200.2	L-Seeding/Sod	5,245.00	4,245.00	0.00	0.00	4,245.00	80.93	1,000.00	0.00
329201	L-Sod Watering	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	0.00
Utilities									
331100.1	M-Water	10,785.00	10,785.00	0.00	0.00	10,785.00	100.00	0.00	0.00
331100.2	L-Water	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00	0.00	0.00
333100.1	M-Sanitary Sewer	3,800.00	3,800.00	0.00	0.00	3,800.00	100.00	0.00	0.00
333100.2	L-Sanitary Sewer	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00	0.00	0.00
334100.1	M-Storm Utility Drainage Piping	72,986.00	72,986.00	0.00	0.00	72,986.00	100.00	0.00	0.00
334100.2	L-Storm Utility Drainage Piping	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00	0.00	0.00
Change Orders									
CO 1	COR-001 thru 008	9,807.73	9,807.73	0.00	0.00	9,807.73	100.00	0.00	0.00
CO 2	PR 7	207,701.89	207,701.89	0.00	0.00	207,701.89	100.00	0.00	0.00
CO 3	PR5, PR10, COR012, COR013	6,581.83	6,581.83	0.00	0.00	6,581.83	100.00	0.00	0.00
CO 4	COR-014 thru 022	12,792.16	12,792.16	0.00	0.00	12,792.16	100.00	0.00	0.00
CO 5	COR-023R2 thru 028	28,156.47	28,156.47	0.00	0.00	28,156.47	100.00	0.00	0.00
CO 6	COR-030 thru 032	9,944.33	9,944.33	0.00	0.00	9,944.33	100.00	0.00	0.00
CO 7	COR-033,034,035,037,038	5,059.00	5,059.00	0.00	0.00	5,059.00	100.00	0.00	0.00
CO 8	COR-036, 039-044	8,321.83	8,321.83	0.00	0.00	8,321.83	100.00	0.00	0.00

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Page 13 of 13

TO (OWNER): 250 NW Ash Drive
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1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
CO 9	COR-046, 048-050	25,409.86	25,409.86	0.00	0.00	25,409.86	100.00	0.00	0.00
CO 10	COR-051, 052	6,436.00	6,436.00	0.00	0.00	6,436.00	100.00	0.00	0.00
CO 11	COR-045R,053R,055	3,882.79	3,882.79	0.00	0.00	3,882.79	100.00	0.00	0.00
CO 12	COR-056R	15,411.62	0.00	15,411.62	0.00	15,411.62	100.00	0.00	0.00
REPORT TOTALS		\$5,993,505.51	\$5,953,523.89	\$37,981.62	\$0.00	\$5,991,505.51	99.97	\$2,000.00	\$94,963.24



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #3 in the amount of \$479,341.55 to Gus Construction, for construction services on the NE Four Mile Drive RCB Culvert for Deer Creek project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Four Mile Drive over Deer Creek
Contractor: Gus Construction
Address: Future NE Four Mile Drive over Deer Creek
Finance Budget Code: 955.3955.4451 **Finance Project #** 955.4451
Vendor Project or Invoice #: N/A **PO #** 922
Original Contract Date: March 7, 2022 **Vendor #** 11390

Date of Council Meeting: June 20, 2022 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: May 1, 2022 Through: May 31, 2022

Contract Summary

Original Contract Amount:	\$	1,027,970.68
Net change by Change Orders:	\$	-
Contract Amount to Date: (line 1 ± 2)	\$	1,027,970.68
Total completed and stored to date:	\$	733,671.77
Retainage: 5 % of Completed Work:	\$	36,683.59
Total Earned less Retainage:	\$	696,988.18
Less previous applications for payment:	\$	217,646.63
SUBTOTAL	\$	479,341.55

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 479,341.55

Balance to finish, including retainage: \$ 330,982.50

Contract Time Remaining (If applicable) 57.00 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: Gus Construction

Signature: [Signature] Firm Name: Gus Construction Date: 6/6/22

Engineer / Consultant Approval: Kirkham Michael

Signature: [Signature] Firm Name: Kirkham Michael Date: 6/6/22

City of Ankeny Staff Approval:

Signature: [Signature] Date: 6/8/22

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 31, 2022	\$ 9,975.00
2	April 30, 2022	\$ 207,671.63
3		
4		
5		
6		
7		
8		
9		
10		
11		
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14		
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Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
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47		
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66		
67		
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69		
70		

TOTAL \$ 217,646.63

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 \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 7, 2022
Original Contract Time:	90.00
Added by Change Order:	
Contract Time to Date:	90.00
Time Used to Date:	33.00
Contract Time Remaining:	<u>57.00</u>

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Clearing and Grubbing	LS	1		1.00	\$ 21,000.00	\$ 21,000.00	1.00	\$ 21,000.00	-	100.00%
2	Topsoil, On-Site	CY	3900		3,900.00	\$ 6.00	\$ 23,400.00	1,950.00	\$ 11,700.00	1,950.00	50.00%
3	Excavation, Class 10, (On-Site)	CY	41600		41,600.00	\$ 4.00	\$ 166,400.00	4,000.00	\$ 16,000.00	37,600.00	9.62%
4	Compaction Testing	LS	1		1.00	\$ 6,000.00	\$ 6,000.00	0.25	\$ 1,500.00	0.75	25.00%
5	Storm Sewer, Trenched, HDPE, 12 In. Dia.	LF	179		179.00	\$ 85.00	\$ 15,215.00	179.00	\$ 15,215.00	-	100.00%
6	Pipe Apron, CMP, 12 In. Dia.	EA	2		2.00	\$ 800.00	\$ 1,600.00	-	\$ -	2.00	0.00%
7	Conventional Seeding and Fertilizing; Type 2 (Outside of ROW)	AC	6		6.00	\$ 950.00	\$ 5,700.00	-	\$ -	6.00	0.00%
8	Conventional Seeding and Fertilizing; Type 4 (Within ROW)	AC	1.8		1.80	\$ 350.00	\$ 630.00	-	\$ -	1.80	0.00%
9	Erosion Control Mulching, Hydromulching, BFM	AC	7.8		7.80	\$ 3,200.00	\$ 24,960.00	-	\$ -	7.80	0.00%
10	Wattles	LF	500		500.00	\$ 3.00	\$ 1,500.00	-	\$ -	500.00	0.00%
11	Wattles, Removal of Device	LF	500		500.00	\$ 1.00	\$ 500.00	-	\$ -	500.00	0.00%
12	Rip Rap, Class D	TON	30		30.00	\$ 75.00	\$ 2,250.00	33.17	\$ 2,487.75	(3.17)	110.57%
13	Silt Fence	LF	3200		3,200.00	\$ 1.80	\$ 5,760.00	2,245.00	\$ 4,041.00	955.00	70.16%
14	Silt Fence, Removal of Device	LF	3200		3,200.00	\$ 0.10	\$ 320.00	-	\$ -	3,200.00	0.00%
15	Stabilized Construction Entrance	SY	350		350.00	\$ 10.00	\$ 3,500.00	350.00	\$ 3,500.00	-	100.00%
16	Turf Entrance Mat	SF	16		16.00	\$ 40.00	\$ 640.00	-	\$ -	16.00	0.00%
17	Mobilization	LS	1		1.00	\$ 80,000.00	\$ 80,000.00	1.00	\$ 80,000.00	-	100.00%
18	Concrete Washout	LS	1		1.00	\$ 2,400.00	\$ 2,400.00	1.00	\$ 2,400.00	-	100.00%
19	Special Backfill	CY	183		183.00	\$ 85.00	\$ 15,555.00	221.67	\$ 18,841.95	(38.67)	121.13%
20	Excavation, Class 10, Channel	CY	804		804.00	\$ 15.00	\$ 12,060.00	402.00	\$ 6,030.00	402.00	50.00%
21	Compacting Backfill Adjacent to Bridges, Culverts or Structures	CY	289		289.00	\$ 25.00	\$ 7,225.00	-	\$ -	289.00	0.00%
22	Compaction with Moisture Control	CY	1860		1,860.00	\$ 2.00	\$ 3,720.00	-	\$ -	1,860.00	0.00%
23	Flooded Backfill	CY	54		54.00	\$ 100.00	\$ 5,400.00	-	\$ -	54.00	0.00%
24	Excavation, Class 20	CY	2267		2,267.00	\$ 18.00	\$ 40,806.00	2,267.00	\$ 40,806.00	-	100.00%
25	Structural Concrete (RCB Culvert)	CY	812.5		812.50	\$ 464.00	\$ 377,000.00	803.47	\$ 372,810.08	9.03	98.89%
26	Reinforcing Steel	LBS.	99172		99,172.00	\$ 1.19	\$ 118,014.68	98,226.88	\$ 116,889.99	945.12	99.05%
27	Temporary Stream Diversion	LS	1		1.00	\$ 15,000.00	\$ 15,000.00	0.50	\$ 7,500.00	0.50	50.00%
28	Steel Sheet Pile	SF	370		370.00	\$ 35.00	\$ 12,950.00	370.00	\$ 12,950.00	-	100.00%
29	Subdrain, Perforated Plastic Pipe, 4 In. Dia.	LF	428		428.00	\$ 25.00	\$ 10,700.00	-	\$ -	428.00	0.00%
30	Engineering Fabric	SY	490		490.00	\$ 7.00	\$ 3,430.00	-	\$ -	490.00	0.00%
31	Revetment, Class D	TON	400		400.00	\$ 75.00	\$ 30,000.00	-	\$ -	400.00	0.00%
32	Fence, Chain Link, Vinyl Coated	LF	117.5		117.50	\$ 122.00	\$ 14,335.00	-	\$ -	117.50	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,027,970.68

\$ 733,671.77

71.54%



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #1 in the amount of \$38,663.17 (for invoice #1) to Hydro-Klean, LLC for construction services on the 2022 CIPP Lining project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Pay App #1
 Invoice #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2022 CIPP Lining Project
Contractor: Hydro-Klean, LLC
Address: 333 NW 49th Place, Des Moines, IA 50313
Finance Budget Code: 650.3650.4452 Finance Project #: 650.4452
Vendor Project or Invoice #: PO #
Original Contract Date: March 21, 2022 Vendor #: 11208

Date of Council Meeting: June 20, 2022 PAYMENT REQUEST # 1
PAYMENT PERIOD: From: May 10, 2022 Through: June 10, 2022

Contract Summary

Original Contract Amount:	\$ 684,132.40	
Net change by Change Orders:	\$ -	
Contract Amount to Date: (line 1 ± 2)	\$ 684,132.40	
Total completed and stored to date:	\$ 40,698.07	
Retainage: 5 % of Completed Work:	\$ 2,034.90	
Total Earned less Retainage:	\$ 38,663.17	
Less previous applications for payment:	\$ -	
SUBTOTAL		\$ 38,663.17

OTHER CHARGES (Attach an Itemized List) \$ -

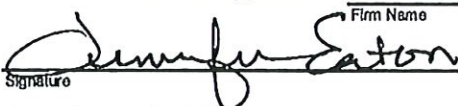
CURRENT PAYMENT DUE \$ 38,663.17

Balance to finish, including retainage: \$ 645,469.23

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: Hydro-Klean, LLC

Signature: 

Firm Name

Date: 6/14/22

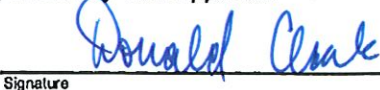
Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature: 

Signature

Date: 6/14/22

Submit to: Mark Valmore, P.E. - Civil Engineer II
E-mail: mvalmore@AnkenyIowa.gov Phone: (515) 963-3537 Fax: (515) 963-3537



Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA, 50313
Phone: 515-283-0500

INVOICE

Reference No.:	078291
Date:	14-Jun-2022
Due Date:	14-Jul-2022
Customer ID:	100253
Terms:	Net 30 Days
Customer PO:	VERBAL

BILL TO:		SHIP TO:		
City of Ankeny, IA Attn: Accounts Payable 410 West 1st Street Ankeny IA 50023 United States of America		City of Ankeny, IA Ankeny IA 50023 United States of America		
ITEM	QTY.	UOM	UNIT PRICE	EXTENDED PRICE

Work authorized by Mark Valmore. Perform CIPP lining.

8" CIPP Lining	1,439.98	FOOT	26.4400	38,073.07
Traffic Control	0.50	EACH	5,250.0000	2,625.00

Sales Total:	40,698.07
Tax Total:	0.00
Total (USD):	40,698.07

*FINANCE CHARGE: 1 ½ % PER MONTH (ANNUAL RATE OF 18%) ON PAST DUE BALANCES.



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #21 in the amount of \$36,645.47 to Kirkham Michael & Associates, Inc., for engineering services on the NE Four Mile Drive RCB Culvert project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #21

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Four Mile Drive RCB Culvert for Deer Creek
Contractor: Kirkham Michael & Associates, Inc.
Address: 11021 Aurora Ave. Urbandale, Iowa 50322
Finance Budget Code: 955.3955.4210 Finance Project Code: 955.4210
Vendor Project or Invoice #: 88373 PO #
Original Contract Date: September 5, 2017 Vendor # 908

Date of Council Meeting 6/20/2022 PAYMENT REQUEST # 21
PAYMENT PERIOD: From: 11/13/21 through: 05/27/22

Contract Summary

Original Contract Amount:	\$	<u>67,395.00</u>	
Net change by Change Orders:	\$	<u>148,470.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>215,865.00</u>	
Total completed and stored to date:	\$	<u>135,136.28</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>135,136.28</u>	
Less previous applications for payment:	\$	<u>98,490.81</u>	
SUBTOTAL	\$		<u>36,645.47</u>

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

CURRENT PAYMENT DUE \$ 36,645.47

Balance to finish, including retainage: \$ 80,728.72

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:
Firm Name

Signature Date

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

Signature [Signature] Date 6/9/2022

City of Ankeny Staff Approval: [Signature]

Signature [Signature] Date 6/10/22

Submit to: Don Clark, P.E.

Email: dclark@ankenyiowa.gov Phone: 515-963-3520 Fax: 515-963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/20/2017	\$ 2,047.50
2	1/2/2018	\$ 4,500.00
3	2/5/2018	\$ 15,540.00
4	4/2/2018	\$ 12,662.50
5	5/7/2018	\$ 2,725.00
6	11/19/2018	\$ 2,617.88
7	4/15/2019	\$ 1,350.00
8	5/6/2019	\$ 6,809.38
9	8/17/2020	\$ 2,530.00
10	10/5/2020	\$ 1,326.22
11	11/2/2020	\$ 6,569.83
12	12/7/2020	\$ 5,205.00
13	1/4/2021	\$ 8,515.00
14	2/1/2021	\$ 3,790.00
15	3/15/2021	\$ 4,457.50
16	6/21/2021	\$ 740.00
17	8/2/2021	\$ 370.00
18	9/20/2021	\$ 3,942.50
19	10/18/2021	\$ 5,632.50
20	12/6/2021	\$ 7,160.00
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TOTAL \$ 98,490.81

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Record of Change Orders

#	Date	Amount
1	8/17/2020	\$ 22,985.00
2	7/6/2021	\$ 12,840.00
3	3/7/2022	\$ 112,645.00
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TOTAL		\$ <u>148,470.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	September 5, 2017
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



4390 114th Street
Urbandale, IA 50322
Billing Questions: 402-255-3833

INVOICE

Invoice Number: 57853
Date: June 10, 2022
Project Number: 1709615

City of Ankeny

Attn: Adam Lust
220 W First Street
Ankeny, IA 50023-1557

Ankeny NE Four Mile Dr Culvert PE

For Professional Services Rendered Through: May 27, 2022

Work Completed during this reporting period:

Pre-Construction Meeting
Construction observation
Construction material testing
Engineer site visits

Work anticipated during the next reporting period:

Construction observation
Construction material testing
Engineer site visits

Maximum Allowable	\$215,865.00
Previously Billed	\$98,490.81
Current Invoice Amount	\$37,426.57
Remaining Contract	\$79,947.62

Professional Services

	Hours	Rate	Amount
Fleming, Robert B - Design Technician	10.00	90.00	\$900.00
Greenway, Chad A - Survey Crew Chief	4.50	105.00	\$472.50
Hanselman, Dale R - Senior Construction Observer	12.50	90.00	\$1,125.00
Klinker, Daniel J - Assistant Construction Observer	167.00	85.00	\$14,195.00
Lemke, Russell A - Design Manager	7.00	140.00	\$980.00
Putz, Andrew J - Associate Engineer	27.00	140.00	\$3,780.00
Reneker, Steven B - Engineering Manager	22.50	185.00	\$4,162.50
Reneker, Steven B - Engineering Manager	37.50	195.00	\$7,312.50
Vlahovljak, Armin - Engineering Intern II	1.00	115.00	\$115.00
	289.00		\$33,042.50

Reimbursable Expenses

	Qty	Unit Rate	Amount
Company Truck	110.00	.58	\$63.80

Project 1709615 Ankeny NE Four Mile Dr Culvert PE

Invoice 57853

Company Truck	53.00	.58	\$30.74
Company Truck	64.00	.58	\$37.12
Company Truck	1,544.00	.58	\$895.52
Company Truck	150.00	.58	\$87.00
Dues/Fee/Permits	1.00	25.01	\$25.01
Printing	1.00	345.00	\$345.00
Totals			\$1,484.19

\$1,484.19

Outside Consultants

	Qty	Unit Rate	Amount
Allender Butzke Engineers Inc	1.00	418.50	\$418.50
Allender Butzke Engineers Inc	1.00	432.50	\$432.50
Allender Butzke Engineers Inc	1.00	1,267.78	\$1,267.78
Allender Butzke Engineers Inc	1.00	781.10	\$781.10
Totals			\$2,899.88

\$2,899.88

Invoice Total \$37,426.57



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$12,000.00 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. (Design) project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. (design)
Contractor: McClure Engineering Company
Address: 335 SE Oralabor Road; Ankeny, IA 50021
Finance Budget Code: 953.3953.4210 **Finance Project #** 953.4210
Vendor Project or Invoice #: 211008-010 **PO #** N/A
Original Contract Date: February 7, 2022 **Vendor #** 2183

Date of Council Meeting: June 20, 2022 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: April 24, 2022 Through: May 28, 2022

Contract Summary

Original Contract Amount:	\$	385,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	385,000.00	
Total completed and stored to date:	\$	157,097.55	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	157,097.55	
Less previous applications for payment:	\$	145,097.55	
SUBTOTAL	\$		12,000.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 12,000.00

Balance to finish, including retainage: \$ 227,902.45

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

June 8, 2022

City of Ankeny Staff Approval:

Signature

Date

6/8/2022

Submit to:

Jim Haberichter, P.E. - Civil Engineer II

E-mail:

JHaberichter@AnkenyIowa.gov

Phone:

(515) 963-3536

Fax:

(515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 18, 2022	\$ 75,028.75
2	May 16, 2022	\$ 70,068.80
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 145,097.55

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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



1360 NW 121st Street
Clive, IA 50325

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

June 01, 2022
Project No: 0000211008-010
Invoice No: 139525
Due Date: July 01, 2022

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

Professional Services from April 24, 2022 to May 28, 2022

Phase	500	Final Design
Task	501	Final Design and Plans

	Hours	Rate	Amount	
Engineer I	6.50	125.00	812.50	
Engineer II	33.00	155.00	5,115.00	
Engineering Technician II	6.50	135.00	877.50	
Engineer III	.50	180.00	90.00	
Project Manager II	5.50	230.00	1,265.00	
Totals	52.00		8,160.00	
Total Labor				8,160.00
Total this Task				\$8,160.00

Task	512	Traffic Signal Design
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	Hours	Rate	Amount	
Engineer III	1.00	180.00	180.00	
Totals	1.00		180.00	
Total Labor				180.00
Total this Task				\$180.00
Total this Phase				\$8,340.00

Phase	850	Project Management and Coordination
Task	851	Project Management and Coordination

	Hours	Rate	Amount	
Engineer II	11.00	155.00	1,705.00	
Project Manager II	8.50	230.00	1,955.00	
Totals	19.50		3,660.00	
Total Labor				3,660.00
Total this Task				\$3,660.00
Total this Phase				\$3,660.00

Project	0000211008-010	Ankeny NW 18th St Reconstruction	Invoice	139525
Phase	950	Subconsultants and Fees		
			Total this Phase	0.00
		Current	Prior	To-Date
Total Billings		12,000.00	145,097.55	157,097.55
Contract Limit (not-to-exceed)				385,000.00
Contract Limit Remaining				227,902.45
			Total Due this Invoice	\$12,000.00

June 8, 2022



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

RE: NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard
Progress Report No. 3
MEC Project No. 2110008-010

Dear Mr. Haberichter:

This is the third progress report for the above referenced project and covers work through May 28, 2022. Work related to this project through this period includes preliminary design and development of the preliminary plans, utility coordination, and project administration.

We have received comments from the City on the preliminary plans, held the 60% plan progress meeting, and will begin developing the plans to the 95% Check Plans. Additionally, we plan to finalize right-of-way and develop acquisition plats and easement exhibits.

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

Sincerely,

Scott E. Port, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$37,477.50 to Nilles Associates, Inc., for engineering services on the Diamond Hills Greenway Stream 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 #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Diamond Hills Greenway Stream Repairs
Contractor: Nilles Associates, Inc.
Address: 1250 SW State Street, Suite A, Ankeny IA 50023
Finance Budget Code: 680.3680.4210 Finance Project Code: 680.4210
Vendor Project or Invoice #: 21235.01 PO #:
Original Contract Date: February 21, 2022 Vendor #: 3164

Date of Council Meeting June 20, 2022 PAYMENT REQUEST # 1
PAYMENT PERIOD: From: 02/21/22 through: 04/30/22

Contract Summary

Original Contract Amount: \$ 37,900.00
Net change by Change Orders:
Contract Amount to Date: (line 1 ± 2) \$ 37,900.00

Total completed and stored to date: \$ 37,477.50
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$ 37,477.50
Less previous applications for payment: \$ -
SUBTOTAL \$ 37,477.50

OTHER CHARGES (Please attach an itemized list)

CURRENT PAYMENT DUE \$ 37,477.50

Balance to finish, including retainage: \$ 422.50

Contract Time Remaining (If applicable) -

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

Engineer/Consultant Approval: Nilles Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Becky Ford, 1210 NW Prairie Ridge Drive, Ankeny, Iowa 50023

Email: BFord@AnkenyIowa.gov Phone: 515-963-3526 Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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TOTAL		\$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	February 21, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

1250 SW State Street, Suite A
Ankeny, IA 50023-2555
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com

NILLES ASSOCIATES

Engineering – Landscape Architecture – Land Surveying

INVOICE

City of Ankeny
Attn: Becky Ford
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

Invoice Date: 5/10/2022
Billing Period 02/21/22-04/30/22

Invoice No: 21235.01
Project No: 21235

Project: Diamond Hills Greenway Stream Repairs

Basic Services:	Hours	Rate	Amount	Current
Engineer VI	85.0	\$130.00	\$11,050.00	
Engineer II	119.5	\$85.00	\$10,157.50	
Landscape Architect V	2.0	\$125.00	\$250.00	
Land Surveyor VI	20.0	\$125.00	\$2,500.00	
Land Surveyor IV	47.5	\$100.00	\$4,750.00	
Technician V	52.0	\$85.00	\$4,420.00	
Technician IV	58.0	\$75.00	<u>\$4,350.00</u>	
	Subtotal:		\$37,477.50	<u>\$37,477.50</u>
	Total:		\$37,477.50	
	Previous Invoices:		<u>\$0.00</u>	
	Total to Date:		\$37,477.50	

Contract Amount: \$ 37,900.00
Amount Remaining: \$ 422.50

Total Due this Invoice: \$37,477.50

NILLES ASSOCIATES, INC.



Thank you for your business.



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #3 in the amount of \$43,531.37 to On Track Construction, LLC, for construction services on the NW 36th Street and NW Weigel Drive Water Main (Construction) project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th Street and NW Welgel Drive Water Main (Construction)
Contractor: On Track Construction, LLC
Address: 1316 6th Street, Suite 109, Nevada 50201
Finance Budget Code: 634.3634.4450 **Finance Project #** 634.4450
Vendor Project or Invoice #: **PO #**
Original Contract Date: February 21, 2022 **Vendor #** 9363

Date of Council Meeting: June 20, 2022 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: 05/1/2022 Through: 05/31/2022

Contract Summary

Original Contract Amount:	\$	1,298,500.00	
Net change by Change Orders:	\$	49,575.79	
Contract Amount to Date: (line 1 ± 2)	\$	1,348,075.79	
Total completed and stored to date:	\$	1,306,408.79	
Retainage: 5 % of Completed Work:	\$	65,320.44	
Total Earned less Retainage:	\$	1,241,088.35	
Less previous applications for payment:	\$	1,197,556.98	
SUBTOTAL	\$		43,531.37

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 43,531.37

Balance to finish, including retainage: \$ 106,987.44

Contract Time Remaining (if applicable) 61.50 Working Days

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

Construction Contractor Approval: On Track Construction, LLC
Firm Name

Signature: [Signature] Date: 6-6-22

Engineer / Consultant Approval: MSA Professional Services, Inc.
Firm Name

Signature: [Signature] Date: 06/06/2022

City of Ankeny Staff Approval:
Signature: [Signature] Date: 6/6/22

Submit to: Don Clark, Municipal Utilities Director
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	April 18, 2022	\$ 624,826.42
2	May 16, 2022	\$ 572,730.56
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4		
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 1,197,556.98

Record of Change Orders

No.	Date	Amount
1	May 16, 2022	\$ 49,575.79
2		
3		
4		
5		
6		
7		
8		
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TOTAL \$ 49,575.79

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 21, 2022
Original Contract Time:	110.00
Added by Change Order:	
Contract Time to Date:	110.00
Time Used to Date:	48.50
Contract Time Remaining:	61.50

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION Include Change Order # if Applicable	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Topsoil , On-site	CY	6,480.00		6,480.00	\$ 2.00	\$ 12,920.00	6,460.00	\$ 12,920.00	-	100.00%
2	Removal of Known Pipe and Conduit, CMP	LF	168.00		168.00	\$ 25.00	\$ 4,200.00	149.00	\$ 3,725.00	19.00	88.68%
3	Trench Compaction Testing	LS	1.00		1.00	\$ 8,075.00	\$ 8,075.00	1.00	\$ 8,075.00	-	100.00%
4	Pipe Culvert, Trenched, CMP, 16"	LF	124.00		124.00	\$ 65.00	\$ 8,080.00	123.00	\$ 7,995.00	1.00	99.19%
5	Pipe Culvert, Trenched, CMP, 24"	LF	9.00		9.00	\$ 220.00	\$ 1,980.00	9.00	\$ 1,980.00	-	100.00%
6	Pipe Culvert, Trenched, CMP, 30"	LF	35.00		35.00	\$ 155.00	\$ 5,425.00	17.00	\$ 2,635.00	18.00	48.57%
7	Pipe Apron, CMP, 16"	EA	6.00		6.00	\$ 950.00	\$ 5,700.00	6.00	\$ 5,700.00	-	100.00%
8	Pipe Apron, CMP, 24"	EA	2.00		2.00	\$ 1,050.00	\$ 2,100.00	2.00	\$ 2,100.00	-	100.00%
9	Pipe Apron, CMP, 30"	EA	3.00		3.00	\$ 1,800.00	\$ 4,800.00	3.00	\$ 4,800.00	-	100.00%
10	Water Main, Trenched, C900, 16"	LF	8,832.00		8,832.00	\$ 100.00	\$ 883,200.00	8,832.00	\$ 883,200.00	-	100.00%
11	Water Main, Trenched, C900, 12"	LF	54.00		54.00	\$ 145.00	\$ 7,830.00	55.00	\$ 7,975.00	(1.00)	101.85%
12	Water Main, Trenched, Restrained Joint, 16"	LF	120.00		120.00	\$ 135.00	\$ 16,200.00	120.00	\$ 16,200.00	-	100.00%
13	Water Main with Casing Pipe, Trenchless, C900, 16"	LF	105.00		105.00	\$ 725.00	\$ 76,125.00	105.00	\$ 76,125.00	-	100.00%
14	Bend, DIP, 16", 45DEG	EA	8.00		8.00	\$ 3,750.00	\$ 30,000.00	8.00	\$ 30,000.00	-	100.00%
15	Reducer, DIP, 16"x12"	EA	1.00		1.00	\$ 2,085.00	\$ 2,085.00	1.00	\$ 2,085.00	-	100.00%
16	Reducer, DIP, 12"x6"	EA	1.00		1.00	\$ 1,400.00	\$ 1,400.00	1.00	\$ 1,400.00	-	100.00%
17	Tee, 16"x12"	EA	1.00		1.00	\$ 4,595.00	\$ 4,595.00	1.00	\$ 4,595.00	-	100.00%
18	Water Service Stub, Near-Side, Polyethylene, 1", w/Curb Stop (Typ.)	EA	1.00		1.00	\$ 2,685.00	\$ 2,685.00	1.00	\$ 2,685.00	-	100.00%
19	Water Service Stub, Far-Side, Polyethylene, 1", w/Curb Stop (Typ.)	EA	1.00		1.00	\$ 4,650.00	\$ 4,650.00	1.00	\$ 4,650.00	-	100.00%
20	Connect to Existing Main	EA	1.00		1.00	\$11,000.00	\$ 11,000.00	1.00	\$ 11,000.00	-	100.00%
21	Tracer Wire Access Pedestal	EA	7.00		7.00	\$ 1,000.00	\$ 7,000.00	7.00	\$ 7,000.00	-	100.00%
22	Valve, DIP 16"	EA	3.00		3.00	\$ 9,950.00	\$ 29,850.00	3.00	\$ 29,850.00	-	100.00%
23	Valve, DIP, 12"	EA	1.00		1.00	\$ 3,650.00	\$ 3,650.00	1.00	\$ 3,650.00	-	100.00%
24	Fire Hydrant Assembly	EA	7.00		7.00	\$ 7,350.00	\$ 51,450.00	7.00	\$ 51,450.00	-	100.00%
25	Fire Hydrant Assembly Removal and Relocation	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	-	100.00%
26	Removal of Granular Surfacing	SY	223.00		223.00	\$ 25.00	\$ 5,575.00	223.00	\$ 5,575.00	-	100.00%
27	Driveway, Granular	SY	98.00		98.00	\$ 30.00	\$ 2,940.00	98.00	\$ 2,940.00	-	100.00%
28	Granular Surfacing, Class A Crushed Stone	SY	125.00		125.00	\$ 35.00	\$ 4,375.00	125.00	\$ 4,375.00	-	100.00%
29	Traffic Control	LS	1.00		1.00	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	-	100.00%
30	Conventional Seeding, Fertilizing and Mulching, Type 2	AC	5.00		5.00	\$ 2,775.00	\$ 13,875.00		\$ -	5.00	0.00%
31	Temporary Seeding and BFM Mulching	AC	5.00		5.00	\$ 2,775.00	\$ 13,875.00		\$ -	5.00	0.00%
32	Silt Fence	LF	6,000.00		6,000.00	\$ 1.70	\$ 10,200.00	40.00	\$ 68.00	5,960.00	0.67%
33	Silt Fence, Removal of Device	LF	6,000.00		6,000.00	\$ 0.10	\$ 600.00		\$ -	6,000.00	0.00%
34	Mobilization	LS	1.00		1.00	\$52,580.00	\$ 52,580.00	1.00	\$ 52,580.00	-	100.00%
							\$ -				
	CHANGE ORDER #1										
CO_1.1	12" Tile on NW Weigel Drive	LS		1.00	1.00	125.00	\$ 137.50	1.00	\$ 137.50		100.00%
CO_1.2	18" Tile on NW 36th Street	LS		1.00	1.00	225.00	\$ 247.50	1.00	\$ 247.50		100.00%
CO_1.3	24" Tile on NW 36th Street	LS		1.00	1.00	250.00	\$ 275.00	1.00	\$ 275.00		100.00%
CO_1.4	30" Tile on NW 36th Street	LS		1.00	1.00	384.80	\$ 423.28	1.00	\$ 423.28		100.00%
CO_1.5	38 Ton Pipe Bedding	LS		1.00	1.00	1,214.10	\$ 1,335.51	1.00	\$ 1,335.51		100.00%
CO_1.6	10 CY Concrete for Collars	LS		1.00	1.00	2,975.00	\$ 3,272.50	1.00	\$ 3,272.50		100.00%
CO_1.7	18" Tile Encountered & Diverted	LS		1.00	1.00	5,370.00	\$ 5,907.00	1.00	\$ 5,907.00		100.00%
CO_1.8	18" Tile Repair	LS		1.00	1.00	3,580.00	\$ 3,938.00	1.00	\$ 3,938.00		100.00%
CO_1.9	24" and 30" Tile Repair	LS		1.00	1.00	10,292.50	\$ 11,321.75	1.00	\$ 11,321.75		100.00%
CO_1.10	30" Collar Replacement	LS		1.00	1.00	8,950.00	\$ 9,845.00	1.00	\$ 9,845.00		100.00%
CO_1.11	12" Tile Repair	LS		1.00	1.00	6,265.00	\$ 6,891.50	1.00	\$ 6,891.50		100.00%
CO_1.12	Dr-Prime Pump for Dewatering Tiles	LS		1.00	1.00	3,750.00	\$ 4,125.00	1.00	\$ 4,125.00		100.00%
CO_1.13	Equipment & Material Mobilization	LS		1.00	1.00	1,687.50	\$ 1,858.25	1.00	\$ 1,858.25		100.00%
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TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,567,853.81

\$ 1,306,408.79

-16.68%



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 6, 2022

Don Clark, Municipal Utilities Director
City of Ankeny
220 W. 1st Street
Ankeny, Iowa 50023

Re: NW 36th Street and NW Weigel Drive Water Main (Construction)
Projects # 09085053

Dear Mr. Clark:

Please find attached the Pay Application #3 for work completed between May 1, 2022 and May 31, 2022. The Contractor has completed the pressure testing along NW Weigel Drive. The Contractor has completed pressure testing on the east end of NW 36th Street. The Contractor has located a leak at the intersection of NW 36th Street and NW Weigel Drive and is working on corrective actions at this time. The Contractor has not provided an updated completion date at this time.

Please contact me if you have any questions regarding the information in this submittal, or if you have any other questions or concerns.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in blue ink that reads "Nichole Sungren". The signature is fluid and cursive, with the first name "Nichole" and last name "Sungren" clearly legible.

Nichole Sungren, P.E.
Project Manager



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$3,605.25 to RedBud Landscaping, LLC for construction services on the 2022 Native Vegetation Maintenance 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: 2022 Native Vegetation Maintenance
Contractor: RedBud LLC
Address: 1208 East 20th Court Des Moines, IA 50317
Finance Budget Code: 580.3580.4227 **Finance Project #** 580.4227
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: January 3, 2022 **Vendor #** 008509

Date of Council Meeting: June 20, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: April 1, 2022 Through: June 8, 2022

Contract Summary

Original Contract Amount:	\$	27,195.00	
Net change by Change Orders:	\$	11,530.00	
Contract Amount to Date: (line 1 ± 2)	\$	38,725.00	
Total completed and stored to date:	\$	9,267.50	
Retainage: 5 % of Completed Work:	\$	463.38	
Total Earned less Retainage:	\$	8,804.13	
Less previous applications for payment:	\$	5,198.88	
SUBTOTAL	\$		3,605.25

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,605.25

Balance to finish, including retainage: \$ 29,920.88

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: RedBud LLC
 Signature: [Signature] Date: 6/9/2022

Engineer / Consultant Approval:
 Signature: _____ Date: _____
 Firm Name: _____

City of Ankeny Staff Approval:
 Signature: Becky Ford Date: 06/09/2022

Submit to: Becky Ford, P.E., CFM - Stormwater & Environmental Manager
E-mail: bford@Ankenylowa.gov **Phone:** (515) 963-3526 **Fax:** (515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY 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
SW Magazine Bioswales														
1.1	SPOT SPRAYW/PE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	4		4.00	\$ 120.00	\$ 480.00	4.00	\$ 480.00		4.00	\$ 480.00	0.00	100.00%
1.2	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	900		900.00	\$ 6.00	\$ 5,400.00		\$ -		0.00	\$ -	900.00	0.00%
1.3	TRIM AROUND BIOSWALES	Ea.	24		24.00	\$ 45.00	\$ 1,080.00		\$ -		0.00	\$ -	24.00	0.00%
1.4	SPOT SPRAYW/PE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	4		4.00	\$ 120.00	\$ 480.00		\$ -		0.00	\$ -	4.00	0.00%
WEST FIRST STREET BIOSWALES														
2.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	3.4		3.40	\$ 205.00	\$ 697.00		\$ -	3.40	3.40	\$ 697.00	0.00	100.00%
2.2	SPOT SPRAYW/PE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	3.4		3.40	\$ 120.00	\$ 408.00	3.40	\$ 408.00		3.40	\$ 408.00	0.00	100.00%
2.3	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	3.4		3.40	\$ 205.00	\$ 697.00		\$ -		0.00	\$ -	3.40	0.00%
2.4	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	200		200.00	\$ 6.00	\$ 1,200.00		\$ -		0.00	\$ -	200.00	0.00%
2.5	SPOT SPRAYW/PE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	3.4		3.40	\$ 120.00	\$ 408.00		\$ -		0.00	\$ -	3.40	0.00%
2.6	TRIM AROUND BIOSWALES	Ea.	15		15.00	\$ 45.00	\$ 675.00		\$ -		0.00	\$ -	15.00	0.00%
FIRE DEPARTMENT #2 BIOSWALE														
3.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	1.7		1.70	\$ 205.00	\$ 348.50		\$ -	1.70	1.70	\$ 348.50	0.00	100.00%
3.2	SPOT SPRAYW/PE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	1.7		1.70	\$ 120.00	\$ 204.00	1.70	\$ 204.00		1.70	\$ 204.00	0.00	100.00%
3.3	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	1.7		1.70	\$ 205.00	\$ 348.50		\$ -		0.00	\$ -	1.70	0.00%
3.4	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	100		100.00	\$ 6.00	\$ 600.00		\$ -		0.00	\$ -	100.00	0.00%
3.5	SPOT SPRAYW/PE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	1.7		1.70	\$ 120.00	\$ 204.00		\$ -		0.00	\$ -	1.70	0.00%
3.6	TRIM AROUND BIOSWALES	Ea.	3		3.00	\$ 45.00	\$ 135.00		\$ -		0.00	\$ -	3.00	0.00%
NW STATE STREET BIOSWALES														
4.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	5.2		5.20	\$ 205.00	\$ 1,066.00		\$ -	5.20	5.20	\$ 1,066.00	0.00	100.00%
4.2	SPOT SPRAYW/PE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	5.2		5.20	\$ 120.00	\$ 624.00	5.20	\$ 624.00		5.20	\$ 624.00	0.00	100.00%
4.3	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	5.2		5.20	\$ 205.00	\$ 1,066.00		\$ -		0.00	\$ -	5.20	0.00%
4.4	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	310		310.00	\$ 6.00	\$ 1,860.00		\$ -		0.00	\$ -	310.00	0.00%
4.5	SPOT SPRAYW/PE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	5.2		5.20	\$ 120.00	\$ 624.00		\$ -		0.00	\$ -	5.20	0.00%
4.6	TRIM AROUND BIOSWALES	Ea.	12		12.00	\$ 45.00	\$ 540.00		\$ -		0.00	\$ -	12.00	0.00%
BASINS NORTH OF ASHLAND ELEMENTARY														
5.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	AC.	1.2		1.20	\$ 550.00	\$ 660.00		\$ -	1.20	1.20	\$ 660.00	0.00	100.00%
5.2	SPOT SPRAYW/PE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	AC.	1.2		1.20	\$ 650.00	\$ 780.00	1.20	\$ 780.00		1.20	\$ 780.00	0.00	100.00%
5.3	SPOT SPRAYW/PE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	AC.	1.2		1.20	\$ 650.00	\$ 780.00		\$ -		0.00	\$ -	1.20	0.00%
ART CENTER														
6.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	1.2		1.20	\$ 205.00	\$ 246.00		\$ -	1.20	1.20	\$ 246.00	0.00	100.00%
6.2	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	1.2		1.20	\$ 205.00	\$ 246.00		\$ -		0.00	\$ -	1.20	0.00%
6.3	SPOT SPRAYW/PE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	1.2		1.20	\$ 120.00	\$ 144.00	1.20	\$ 144.00		1.20	\$ 144.00	0.00	100.00%
6.4	SPOT SPRAYW/PE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	1.2		1.20	\$ 120.00	\$ 144.00		\$ -		0.00	\$ -	1.20	0.00%
ALTERNATE - HORIZON PARK														
7.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	5		5.00	\$ 205.00	\$ 1,025.00		\$ -	5.00	5.00	\$ 1,025.00	0.00	100.00%
7.2	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	5		5.00	\$ 205.00	\$ 1,025.00		\$ -		0.00	\$ -	5.00	0.00%
7.3	SPOT SPRAYW/PE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	5		5.00	\$ 120.00	\$ 600.00	5.00	\$ 600.00		5.00	\$ 600.00	0.00	100.00%
7.4	SPOT SPRAYW/PE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	5		5.00	\$ 120.00	\$ 600.00		\$ -		0.00	\$ -	5.00	0.00%
7.5	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	120		120.00	\$ 6.00	\$ 720.00		\$ -		0.00	\$ -	120.00	0.00%
7.6	TRIM AROUND PLANTING BEDS	Ea.	24		24.00	\$ 45.00	\$ 1,080.00		\$ -		0.00	\$ -	24.00	0.00%
CHANGE ORDER ITEMS														
12.1	Deer Creek - Winter Mow	LS		1.00	1.00	\$ 650.00	\$ 650.00		\$ -	1.00	1.00	\$ 650.00	0.00	100.00%
12.2	Deer Creek - Spring Spot Spray	LS		1.00	1.00	\$ 325.00	\$ 325.00	1.00	\$ 325.00		1.00	\$ 325.00	0.00	100.00%
12.3	Deer Creek - Fall Spot Spray	LS		1.00	1.00	\$ 325.00	\$ 325.00		\$ -		0.00	\$ -	1.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY 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
12.4	PSB - Late Spring Mow	LS		1.00	1.00	\$ 250.00	\$ 250.00		\$ -		0.00	\$ -	1.00	0.00%
12.5	PSB - Summer Spot Spray	LS		1.00	1.00	\$ 180.00	\$ 180.00		\$ -		0.00	\$ -	1.00	0.00%
12.6	PSB - Fall Spot Spray	LS		1.00	1.00	\$ 180.00	\$ 180.00		\$ -		0.00	\$ -	1.00	0.00%
12.7	PSB - Fall Over Seed	LS		1.00	1.00	\$ 975.00	\$ 975.00		\$ -		0.00	\$ -	1.00	0.00%
12.8	Sumnerbrook Park - Winter Mow/Cut	LS		1.00	1.00	\$ 225.00	\$ 225.00		\$ -	1.00	1.00	\$ 225.00	0.00	100.00%
12.9	Sumnerbrook Park - Spring Spot Spray	LS		1.00	1.00	\$ 165.00	\$ 165.00	1.00	\$ 165.00		1.00	\$ 165.00	0.00	100.00%
12.10	Sumnerbrook Park - Plants	Ea.		25.00	25.00	\$ 6.00	\$ 150.00		\$ -		0.00	\$ -	25.00	0.00%
12.11	Sumnerbrook Park - Fall Spot Spray	LS		1.00	1.00	\$ 165.00	\$ 165.00		\$ -		0.00	\$ -	1.00	0.00%
12.12	Sumnerbrook Park - Limestone Edger Reset	LS		1.00	1.00	\$ 350.00	\$ 350.00		\$ -	1.00	1.00	\$ 350.00	0.00	100.00%
12.13	W. First St & Inverdale Bioswale - Winter Mow	LS		1.00	1.00	\$ 205.00	\$ 205.00		\$ -	1.00	1.00	\$ 205.00	0.00	100.00%
12.14	W. First St & Inverdale Bioswale - Spring Spot Spray	LS		1.00	1.00	\$ 65.00	\$ 65.00	1.00	\$ 65.00		1.00	\$ 65.00	0.00	100.00%
12.15	W. First St & Inverdale Bioswale - Plants	Ea.		20.00	20.00	\$ 6.00	\$ 120.00		\$ -		0.00	\$ -	20.00	0.00%
12.17	W. First St & Inverdale Bioswale - Fall Spot Spray	LS		1.00	1.00	\$ 65.00	\$ 65.00		\$ -		0.00	\$ -	1.00	0.00%
12.18	W. First St & Inverdale Bioswale - Trim Around	Ea.		3.00	3.00	\$ 45.00	\$ 135.00		\$ -		0.00	\$ -	3.00	0.00%
12.19	SW Magazine Bioswales - Mowing	1000 SF		4.00	4.00	\$ 205.00	\$ 820.00		\$ -					
12.20	SW Magazine Bioswales - Rockfill	SF		4,000.00	4,000.00	\$ 0.25	\$ 1,000.00		\$ -					
12.21	SW Magazine Bioswales - Mulch	SF		4,000.00	4,000.00	\$ 0.82	\$ 3,280.00		\$ -					
12.22	SW Magazine Bioswales - Straw Blanket	SF		4,000.00	4,000.00	\$ 0.20	\$ 800.00		\$ -					
12.23	SW Magazine Bioswales - Excavate & Repair	LS		1.00	1.00	\$ 1,000.00	\$ 1,000.00		\$ -		0.00	\$ -	1.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 38,725.00 PAY PERIOD = \$ 3,795.00

COMPLETED = \$ 9,267.50

23.93%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 18, 2022	\$ 5,198.88
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 5,198.88

Record of Change Orders

No.	Date	Amount
1	April 18, 2022	\$ 4,630.00
2	June 20, 2022	\$ 6,900.00
3		
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CHANGE ORDER TOTAL = \$ 11,530.00Contract Time Remaining

Contract Completion Date: May 19, 2023
 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

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #11 in the amount of \$108,114.16 to Reilly Construction Company Inc., for construction services on the West First Street Widening and Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: West First St Widening & Improvements - Phase 1
Contractor: Reilly Construction Company, Inc.
Address: 110 E Main PO BOX 99 Ossian, IA 52161
Finance Budget Code: 970.3970.4451 **Finance Project Code:** 970.4451
Vendor Project or Invoice #: PO #
Original Contract Date: December 15, 2020 **Vendor #:** 6038

Date of Council Meeting: JUNE 20, 2022 **PAY REQUEST #** 11

PAYMENT PERIOD From: MAY 01, 2022 Through: MAY 31, 2022

Contract Summary

Original Contract Amount: \$ 5,156,005.75
Net change by Change Orders: \$ 38,025.00
Contract Amount to Date: (line 1 ± 2) \$ 5,194,030.75

Total completed and stored to date: \$ 2,992,785.39
Retainage: 0% of Completed Work: \$ 30,000.00 (\$30,000.00 max)
Total Earned less Retainage: \$ 2,962,785.39
Less previous applications for payment: \$ 2,854,671.23
SUBTOTAL \$ 108,114.16

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 108,114.16

Balance to finish, including retainage: \$ 2,231,245.36

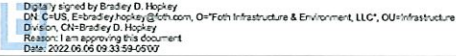
Contract Time Remaining (If applicable): 96.5 of 130 Working Days (2022 Construction)

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: Reilly Construction Company, Inc.
Firm Name

Jared Blodgett  06-06-22
Signature Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC
Firm Name

Bradley D. Hopkey  06/06/2022
Signature Date

City of Ankeny Staff Approval: Adam L. Lust  06/13/22
Signature Date

Submit to: Adam Lust, PE | Public Works Engineering Manager
E-mail: ALust@Ankenylowa.gov **Phone:** (515) 963-3537 **Fax:** (515) 963-3535



City of Ankeny, Iowa
Public Works - Engineering
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1564

PAY APPLICATION 11

Project Title:	West First St Widening & Improvements - Phase 1	
Project Number:	STBG-SWAP-0187(643)-SG-77	
Purchase Order Number:	CS-TSF-0187(645)-85-77	
Contract Date:	12/15/2020	
Original Contract Amount:	\$5,156,005.75	
Notice to Proceed Date:		
Estimated Completion Date:	9/24/2022	
Pay Period:	5/1/2022	to 5/31/2022
Pay Application Number:	11	
Date:	6/2/2022	
Contract ID:	77-0187-643	

Contractor: Reilly Construction Company, Inc.
110 E Main
PO BOX 99
Ossian, IA 52161

Division 1: STBG-SWAP-0187(643)-SG-77
Division 2: CS-TSF-0187(645)-85-77

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
1	2101-086002	CLEANING AND GRUBBING	UNIT	628.0		\$55.00	\$34,540.00	\$0.00	618.2	0.0	\$34,051.00	\$0.00	\$34,051.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	508.0		\$15.00	\$7,620.00	\$0.00	70.0	0.0	\$1,050.00	\$0.00	\$1,050.00
3	2105-2170090	EXCAVATION, CLASS 10, WASTE	CY	7512.0		\$15.00	\$112,680.00	\$0.00	5554.0	0.0	\$83,310.00	\$0.00	\$83,310.00
4	2105-6425005	TOPSOIL, FURNISH AND SPREAD	CY	1311.0		\$30.00	\$39,330.00	\$0.00	627.0	0.0	\$18,810.00	\$0.00	\$18,810.00
5	2115-0100000	MODIFIED SUBBASE	CY	3,654	585	\$50.00	\$182,700.00	\$28,250.00	2256.5	0.0	\$112,925.50	\$0.00	\$112,925.50
6	2123-7450020	SHOULDER FILLING, EARTH	STA	134.00		\$125.00	\$16,750.00	\$0.00	89.00	0.00	\$8,625.00	\$0.00	\$8,625.00
7	2213-6745500	REMOVAL OF CURB	STA	20.80		\$600.00	\$12,480.00	\$0.00	18.25	0.00	\$10,950.00	\$0.00	\$10,950.00
8	2301-1033070	STANDARD/SUP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 7 IN	SY	1,355.0		\$61.00	\$82,655.00	\$0.00	1274.9	0.0	\$77,770.12	\$0.00	\$77,770.12
9	2301-1033080	STANDARD/SUP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 8 IN	SY	3,317.0		\$61.00	\$202,337.00	\$0.00	1186.2	0.0	\$72,357.59	\$0.00	\$72,357.59
10	2301-1033090	STANDARD/SUP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 9 IN	SY	13,560.0	3,390.0	\$58.00	\$786,480.00	\$196,620.00	7187.2	214.2	\$416,856.44	\$12,423.02	\$429,279.46
11	2301-6811722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1.00		\$2,500.00	\$2,500.00	\$0.00	0.02	0.00	\$50.00	\$0.00	\$50.00
12	2301-7000110	PAY ADJ ID-PCC PAVT THICKNESS	EACH	16,850.0		\$1.00	\$16,850.00	\$0.00	0.0	0.0	\$0.00	\$0.00	\$0.00
13	2304-0101000	TEMPORARY PAVEMENT	SY	3,401.0		\$45.00	\$153,045.00	\$0.00	3308.9	0.0	\$148,900.50	\$0.00	\$148,900.50
14	2312-8260051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TON	385.0		\$35.00	\$13,475.00	\$0.00	39.5	0.0	\$1,382.50	\$0.00	\$1,382.50
15	2401-6745354	REMOVAL OF CONCRETE FOOTINGS, AS PER PLAN	EACH	8		\$750.00	\$6,000.00	\$0.00	8	0	\$6,000.00	\$0.00	\$6,000.00
16	2416-0100018	APRONS, CONCRETE, 18 IN. DIA.	EACH	1		\$2,500.00	\$2,500.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
17	2435-0130148	MANHOLE, SANITARY SEWER, SW-301, 48 IN	EACH	4		\$5,500.00	\$22,000.00	\$0.00	4	0	\$22,000.00	\$0.00	\$22,000.00
18	2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN	EACH	3		\$7,500.00	\$22,500.00	\$0.00	3	0	\$22,500.00	\$0.00	\$22,500.00
19	2435-0140172	MANHOLE, STORM SEWER, SW-401, 72 IN	EACH	4		\$8,500.00	\$34,000.00	\$0.00	3	0	\$25,500.00	\$0.00	\$25,500.00
20	2435-0140186	MANHOLE, STORM SEWER, SW-401, 96 IN	EACH	1		\$14,500.00	\$14,500.00	\$0.00	1	0	\$14,500.00	\$0.00	\$14,500.00
21	2435-0140300	MANHOLE, STORM SEWER, SW-403 (7X7)	EACH	1		\$17,400.00	\$17,400.00	\$0.00	1	0	\$17,400.00	\$0.00	\$17,400.00
22	2435-0140400	MANHOLE, STORM SEWER, SW-404 (7X7)	EACH	1		\$25,000.00	\$25,000.00	\$0.00	1	0	\$25,000.00	\$0.00	\$25,000.00

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
23	2435-0250100	INTAKE, SW-501	EACH	8		\$3,800.00	\$30,400.00	\$0.00	5	0	\$19,000.00	\$0.00	\$19,000.00
24	2435-0250310	INTAKE, SW-503 MODIFIED 1	EACH	6		\$7,500.00	\$45,000.00	\$0.00	4	0	\$30,000.00	\$0.00	\$30,000.00
25	2435-0250310	INTAKE, SW-503 MODIFIED 2	EACH	1		\$12,200.00	\$12,200.00	\$0.00	1	0	\$12,200.00	\$0.00	\$12,200.00
26	2435-0250500	INTAKE, SW-505	EACH	4		\$6,000.00	\$24,000.00	\$0.00	4	0	\$24,000.00	\$0.00	\$24,000.00
27	2435-0250600	INTAKE, SW-506	EACH	4		\$9,600.00	\$38,400.00	\$0.00	4	0	\$38,400.00	\$0.00	\$38,400.00
28	2435-0250610	INTAKE, SW-506 MODIFIED 1	EACH	5		\$11,000.00	\$55,000.00	\$0.00	3	0	\$33,000.00	\$0.00	\$33,000.00
29	2435-0250610	INTAKE, SW-506 MODIFIED 2	EACH	8		\$18,500.00	\$148,000.00	\$0.00	5	0	\$92,500.00	\$0.00	\$92,500.00
30	2435-0251100	INTAKE, SW-511	EACH	2		\$4,500.00	\$9,000.00	\$0.00	2	0	\$9,000.00	\$0.00	\$9,000.00
31	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	27		\$1,800.00	\$48,600.00	\$0.00	7	0	\$12,600.00	\$0.00	\$12,600.00
32	2435-0600020	MANHOLE ADJUSTMENT, MAJOR	EACH	9		\$2,500.00	\$22,500.00	\$0.00	2	0	\$5,000.00	\$0.00	\$5,000.00
33	2435-0600110	INTAKE ADJUSTMENT, MINOR	EACH	6		\$2,200.00	\$13,200.00	\$0.00	1	0	\$2,200.00	\$0.00	\$2,200.00
34	2435-0600120	INTAKE ADJUSTMENT, MAJOR	EACH	3		\$2,900.00	\$8,700.00	\$0.00	3	0	\$8,700.00	\$0.00	\$8,700.00
35	2435-0700010	CONNECTION TO EXISTING MANHOLE	EACH	2		\$2,500.00	\$5,000.00	\$0.00	2	0	\$5,000.00	\$0.00	\$5,000.00
36	2503-0114212	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 12"	LF	56.0		\$135.00	\$7,560.00	\$0.00	36.0	0.0	\$4,860.00	\$0.00	\$4,860.00
37	2503-0114215	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 15"	LF	502.0		\$130.00	\$65,260.00	\$0.00	268.0	0.0	\$34,840.00	\$0.00	\$34,840.00
38	2503-0114218	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 18"	LF	141.0		\$160.00	\$22,560.00	\$0.00	132.0	0.0	\$21,120.00	\$0.00	\$21,120.00
39	2503-0114224	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 24"	LF	247.0		\$165.00	\$40,755.00	\$0.00	221.0	0.0	\$36,465.00	\$0.00	\$36,465.00
40	2503-0114230	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 30"	LF	459.0		\$135.00	\$61,965.00	\$0.00	459.0	0.0	\$61,965.00	\$0.00	\$61,965.00
41	2503-0114236	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 36"	LF	484.0		\$170.00	\$78,880.00	\$0.00	464.0	0.0	\$78,880.00	\$0.00	\$78,880.00
42	2503-0114242	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 42"	LF	323.0		\$185.00	\$59,755.00	\$0.00	329.0	0.0	\$60,865.00	\$0.00	\$60,865.00
43	2503-0114248	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 48"	LF	642.0		\$215.00	\$138,030.00	\$0.00	642.0	0.0	\$138,030.00	\$0.00	\$138,030.00
44	2503-0200038	REMOVE STORM SEWER LESS THAN OR EQUAL TO 36 IN	LF	1,578		\$40.00	\$63,040.00	\$0.00	1703	0	\$68,100.00	\$0.00	\$68,100.00
45	2503-0200341	STORM SEWER ABANDONMENT, FILL & PLUG, LESS THAN OR EQUAL TO 36 IN	LF	2,358		\$35.00	\$82,530.00	\$0.00	51	0	\$1,785.00	\$0.00	\$1,785.00
46	2504-0114008	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN	LF	140.0		\$75.00	\$10,500.00	\$0.00	178.0	0.0	\$13,350.00	\$0.00	\$13,350.00
47	2504-0200404	SANITARY SEWER SERVICE STUB, PVC, 4 IN	LF	556		\$70.00	\$38,920.00	\$0.00	126	0	\$8,820.00	\$0.00	\$8,820.00
48	2504-0200406	SANITARY SEWER SERVICE STUB, PVC, 6 IN	LF	170		\$75.00	\$12,750.00	\$0.00	405	0	\$30,375.00	\$0.00	\$30,375.00
49	2504-0240036	REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN	LF	195		\$35.00	\$6,825.00	\$0.00	350	0	\$12,250.00	\$0.00	\$12,250.00
50	2504-0240238	SANITARY SEWER ABANDONMENT, FILL & PLUG, LESS THAN TO EQUAL TO 36 IN	LF	672		\$15.00	\$10,080.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
51	2510-6745850	REMOVAL OF PAVEMENT	SY	20126.0		\$2.00	\$40,252.00	\$0.00	14206.3	0.0	\$28,412.58	\$0.00	\$28,412.58
52	2510-6750800	REMOVAL OF INTAKES AND UTILITY ACCESSSES	EACH	45.0		\$1,250.00	\$56,250.00	\$0.00	36.0	0.0	\$45,000.00	\$0.00	\$45,000.00
53	2511-6745900	REMOVAL OF SIDEWALK	SY	4446.0		\$3.00	\$13,338.00	\$0.00	2350.2	0.0	\$7,050.72	\$0.00	\$7,050.72
54	2511-7520004	SIDEWALK, P.C. CONCRETE, 4 IN	SY	1146.0	286.0	\$37.00	\$42,402.00	\$10,562.00	1075.1	0.0	\$39,778.70	\$0.00	\$39,778.70
55	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN	SY	2005.0	500.0	\$40.00	\$80,200.00	\$20,000.00	212.5	0.0	\$8,500.00	\$0.00	\$8,500.00
56	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN	SY	394.0	99.0	\$44.00	\$17,336.00	\$4,356.00	322.6	0.0	\$14,192.20	\$0.00	\$14,192.20
57	2511-7526101	DETECTABLE WARNINGS	SF	452	113	\$46.00	\$20,792.00	\$5,196.00	252	0	\$11,592.00	\$0.00	\$11,592.00
58	2512-7750006	CURB AND GUTTER, P.C. CONCRETE, AS PER PLAN	LF	148.0		\$36.00	\$5,328.00	\$0.00	32.0	0.0	\$1,152.00	\$0.00	\$1,152.00
59	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN	SY	322.0	80.0	\$44.00	\$14,168.00	\$3,520.00	424.5	0.0	\$18,678.00	\$0.00	\$18,678.00
60	2515-2475007	DRIVEWAY, P.C. CONCRETE, 7 IN	SY	1,694.0	424.0	\$47.00	\$79,618.00	\$19,928.00	693.7	0.0	\$32,603.90	\$0.00	\$32,603.90
61	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	2,904.0		\$3.00	\$8,712.00	\$0.00	1023.6	0.0	\$3,070.80	\$0.00	\$3,070.80
62	2516-8620000	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	76.0		\$450.00	\$35,550.00	\$0.00	53.1	0.0	\$23,895.00	\$0.00	\$23,895.00
63	2519-1002048	FENCE, CHAIN LINK, 48 IN HEIGHT	LF	88.0		\$50.00	\$4,400.00	\$0.00	88.0	0.0	\$4,400.00	\$0.00	\$4,400.00
64	2519-4200120	REMOVAL OF FENCE, CHAIN LINK	LF	114.0		\$24.00	\$2,736.00	\$0.00	125.0	0.0	\$3,000.00	\$0.00	\$3,000.00
65	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	52		\$250.00	\$13,000.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
66	2524-6765110	REMOVAL OF TYPE A SIGN	EACH	1		\$200.00	\$200.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
67	2524-9275100	WOOD POSTS FOR TYPE A SIGNS, 4 IN X 4 IN	LF	352.0		\$15.00	\$5,280.00	\$0.00	0.0	0.0	\$0.00	\$0.00	\$0.00

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
68	2524-925031	TYPE A SIGNS, SHEET ALUMINUM	SF	13		\$50.00	\$650.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
69	2525-0000100	TRAFFIC SIGNALIZATION	LS		1.00	\$315,000.00	\$0.00	\$315,000.00	0.00	0.08	\$0.00	\$24,895.00	\$24,895.00
70	2527-9263109	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	STA	143.60		\$40.00	\$5,744.00	\$0.00	277.30	0.00	\$11,092.00	\$0.00	\$11,092.00
71	2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	106.10	26.50	\$80.00	\$8,488.00	\$2,120.00	34.42	0.00	\$2,753.60	\$0.00	\$2,753.60
72	2527-9263131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	104.30		\$120.00	\$12,516.00	\$0.00	83.38	0.00	\$10,005.60	\$0.00	\$10,005.60
73	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH	9		\$80.00	\$720.00	\$0.00	20	0	\$1,600.00	\$0.00	\$1,600.00
74	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	14	12	\$130.00	\$1,820.00	\$1,560.00	4	0	\$520.00	\$0.00	\$520.00
75	2527-9263152	PRE-CUT SYMBOLS AND LEGENDS, REGULAR MARKING TAPE	EACH	8		\$250.00	\$2,000.00	\$0.00	3	0	\$750.00	\$0.00	\$750.00
76	2527-9263180	PAVEMENT MARKINGS REMOVED	STA	158.00		\$30.00	\$4,740.00	\$0.00	148.01	0.00	\$4,470.30	\$0.00	\$4,470.30
77	2527-9263180	SYMBOLS AND LEGENDS REMOVED	EACH	14		\$100.00	\$1,400.00	\$0.00	13	0	\$1,300.00	\$0.00	\$1,300.00
78	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	STA	106.1	26.5	\$41.00	\$4,360.10	\$1,086.50	34.45	0.00	\$1,412.45	\$0.00	\$1,412.45
79	2527-9270120	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	14	12	\$100.00	\$1,400.00	\$1,200.00	4	0	\$400.00	\$0.00	\$400.00
80	2528-2518000	SAFETY CLOSURE	EACH	44		\$200.00	\$8,800.00	\$0.00	44	0	\$8,800.00	\$0.00	\$8,800.00
81	2528-5160000	NO EXCLUDE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 16, 2021	LS	1.00		\$60,000.00	\$60,000.00	\$0.00	1.00	0.00	\$60,000.00	\$0.00	\$60,000.00
82	2528-5160000	NO EXCLUDE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY SEPTEMBER 24, 2021	LS	1.00		\$50,000.00	\$50,000.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
83	2528-8445110	TRAFFIC CONTROL	LS	1.00		\$59,550.00	\$59,550.00	\$0.00	0.70	0.00	\$41,685.00	\$0.00	\$41,685.00
84	2528-8445113	FLAGGERS	EACH	100.0		\$605.00	\$60,500.00	\$0.00	7.0	0.0	\$4,235.00	\$0.00	\$4,235.00
85	2528-9108020	TEMPORARY LANE SEPARATOR SYSTEM	LF	1511		\$12.00	\$18,132.00	\$0.00	1511	0	\$18,132.00	\$0.00	\$18,132.00
86	2528-9200050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAV	70		\$100.00	\$7,000.00	\$0.00	60	0	\$6,000.00	\$0.00	\$6,000.00
87	2533-4980005	MOBILIZATION	LS	1.00		\$85,000.00	\$85,000.00	\$0.00	1.00	0.00	\$85,000.00	\$0.00	\$85,000.00
88	2554-0114004	WATER MAIN, TRENCHED, PVC, 4 IN	LF	102		\$150.00	\$15,300.00	\$0.00	58	0	\$8,700.00	\$0.00	\$8,700.00
89	2554-0114008	WATER MAIN, TRENCHED, PVC, 8 IN	LF	868		\$80.00	\$69,440.00	\$0.00	750	0	\$60,000.00	\$0.00	\$60,000.00
90	2554-0203000	FITTING BY WEIGHT, DUCTILE IRON	LB	942		\$15.00	\$14,130.00	\$0.00	1793	0	\$26,895.00	\$0.00	\$26,895.00
91	2554-0205000	WATER SERVICE STUB, POLYETHYLENE, 3/4 IN	LF	495		\$35.00	\$17,325.00	\$0.00	684	0	\$23,988.50	\$0.00	\$23,988.50
92	2554-0205000	WATER SERVICE STUB, POLYETHYLENE, 2 IN	LF	18		\$100.00	\$1,800.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
93	2554-0205300	WATER SERVICE CORPORATION, AS PER PLAN, 3/4 IN	EACH	13		\$300.00	\$3,900.00	\$0.00	16	0	\$4,800.00	\$0.00	\$4,800.00
94	2554-0205300	WATER SERVICE CORPORATION, AS PER PLAN, 2 IN	EACH	1		\$600.00	\$600.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
95	2554-0205600	WATER SERVICE CURB STOP AND BOX, AS PER PLAN, 3/4 IN	EACH	13		\$300.00	\$3,900.00	\$0.00	16	0	\$4,800.00	\$0.00	\$4,800.00
96	2554-0205600	WATER SERVICE CURB STOP AND BOX, AS PER PLAN, 2 IN	EACH	1		\$700.00	\$700.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
97	2554-0207004	VALVE, GATE, DIP, 4 IN	EACH	6		\$1,100.00	\$6,600.00	\$0.00	5	0	\$5,500.00	\$0.00	\$5,500.00
98	2554-0207008	VALVE, GATE, DIP, 8 IN	EACH	1		\$1,700.00	\$1,700.00	\$0.00	2	0	\$3,400.00	\$0.00	\$3,400.00
99	2554-0207012	VALVE, GATE, DIP, 12 IN	EACH	1		\$2,800.00	\$2,800.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
100	2554-0208008	TAPPING VALVE ASSEMBLY, 8 IN	EACH	6		\$5,000.00	\$30,000.00	\$0.00	2	0	\$10,000.00	\$0.00	\$10,000.00
101	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	11		\$6,400.00	\$70,400.00	\$0.00	8	0	\$51,200.00	\$0.00	\$51,200.00
102	2554-0212030	VALVE BOX REPLACEMENT	EACH	22		\$700.00	\$15,400.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
103	2555-0000010	DELIVER AND STOCKPILE SALVEGED MATERIALS	LS	1.00		\$2,500.00	\$2,500.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
104	2559-9999005	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	6		\$1,200.00	\$7,200.00	\$0.00	3	0	\$3,600.00	\$0.00	\$3,600.00
105	2559-9999005	ROCK INLET FILTER	EACH	41		\$250.00	\$10,250.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
106	2599-9999005	SUBDRAIN CLEANOUT, PER PLAN	EACH	26		\$1,500.00	\$39,000.00	\$0.00	12	0	\$18,000.00	\$0.00	\$18,000.00
107	2599-9999005	SUBDRAIN OUTLET INTO STRUCTURE	EACH	87		\$300.00	\$26,100.00	\$0.00	56	0	\$16,800.00	\$0.00	\$16,800.00
108	2599-9999005	WATER SERVICE STUB, TEMPORARY	EACH	14		\$1,800.00	\$25,200.00	\$0.00	2	0	\$3,600.00	\$0.00	\$3,600.00
109	2599-9999009	HANDRAIL	LF	15.0		\$200.00	\$3,000.00	\$0.00	15.0	0.0	\$3,000.00	\$0.00	\$3,000.00
110	2599-9999009	REMOVE WATER MAIN	LF	464.0		\$30.00	\$13,920.00	\$0.00	17.6	0.0	\$528.00	\$0.00	\$528.00
111	2599-9999009	STORM SEWER SERVICE STUB	LF	278.0		\$50.00	\$13,900.00	\$0.00	206.0	0.0	\$10,300.00	\$0.00	\$10,300.00

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
112	2559-9999009	SUBDRAIN, CORRUGATED PVC, TYPE 2, 8 IN	LF	6,439.0		\$20.00	\$128,780.00	\$0.00	3248.5	0.0	\$64,970.00	\$0.00	\$64,970.00
113	2559-9999009	WATER MAIN ABANDONMENT, FILL & PLUG	LF	154.0		\$25.00	\$3,850.00	\$0.00	0.0	0.0	\$0.00	\$0.00	\$0.00
114	2559-9999010	ADJUSTMENTS TO TRAFFIC SIGNALS	LS	1.00		\$60,000.00	\$60,000.00	\$0.00	0.50	0.00	\$30,000.00	\$0.00	\$30,000.00
115	2559-9999010	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		\$17,500.00	\$17,500.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
116	2559-9999010	REMOVE AND SALVAGE MONUMENT SIGN	LS	1.00		\$1,000.00	\$1,000.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
117	2559-9999010	WATER SERVICE WITH BLOWOFF	LS	1.00		\$4,000.00	\$4,000.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
118	2559-9999014	COMBINED CONCRETE STEPS AND RETAINING WALL	SF	85		\$150.00	\$12,750.00	\$0.00	85	0	\$12,750.00	\$0.00	\$12,750.00
119	2559-9999014	DETECTABLE WARNING, TEMPORARY SIDEWALKS	SF	78		\$46.00	\$3,588.00	\$0.00	78	0	\$3,588.00	\$0.00	\$3,588.00
120	2559-9999018	SPECIAL COMPACTION OF SUBGRADE, 6 IN	SY	14702.0	3390.0	\$1.50	\$22,053.00	\$5,085.00	9372.4	0.0	\$14,058.60	\$0.00	\$14,058.60
121	2559-9999018	SPECIAL COMPACTION OF SUBGRADE, 12 IN	SY	5593.0		\$2.75	\$15,380.75	\$0.00	3113.8	0.0	\$8,562.87	\$0.00	\$8,562.87
122	2559-9999018	TEMPORARY GRANULAR SIDEWALK	SY	375.0		\$20.00	\$7,500.00	\$0.00	106.7	0.0	\$2,133.60	\$0.00	\$2,133.60
123	2601-2633100	MOWING	ACRE	5.0		\$125.00	\$625.00	\$0.00	1.0	0.0	\$125.00	\$0.00	\$125.00
124	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	8.0		\$2,285.00	\$18,280.00	\$0.00	3.0	0.0	\$6,855.00	\$0.00	\$6,855.00
125	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	1.5		\$1,580.00	\$2,370.00	\$0.00	1.0	0.0	\$1,580.00	\$0.00	\$1,580.00
126	2601-2642120	STABILIZING CROP- SEEDING AND FERTILIZING (URBAN)	ACRE	5.0		\$550.00	\$2,750.00	\$0.00	1.8	0.0	\$1,065.00	\$0.00	\$1,065.00
127	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 8 IN DIA.	LF	7152.0		\$1.95	\$13,946.40	\$0.00	615.0	0.0	\$1,189.25	\$0.00	\$1,189.25
128	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	7152.0		\$0.25	\$1,768.00	\$0.00	132.0	0.0	\$33.00	\$0.00	\$33.00
129	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		\$95.00	\$5,890.00	\$0.00	33	0	\$3,135.00	\$0.00	\$3,135.00
130	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		\$20.00	\$1,240.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
131	2602-0000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		\$20.00	\$1,240.00	\$0.00	33	0	\$660.00	\$0.00	\$660.00
132	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	14		\$500.00	\$7,000.00	\$0.00	7	0	\$3,500.00	\$0.00	\$3,500.00
CHANGE ORDER 1													
8001	2554-0112008	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN.	LF	138.0		\$111.00	\$15,318.00	\$0.00	138.0	0	\$15,318.00	\$0.00	\$15,318.00
8002	2559-9999010	DART BUS SHELTER, DEMOLITION & REMOVAL	LS	1.0		\$2,000.00	\$2,000.00	\$0.00	1.0	0	\$2,000.00	\$0.00	\$2,000.00
CHANGE ORDER 2													
8003	2559-9999005	SANITARY SEWER SERVICE STUB CONNECTION, PVC, 4 IN.	EACH	2.0		\$685.00	\$1,370.00	\$0.00	2.0	0	\$1,370.00	\$0.00	\$1,370.00
8004	2559-9999010	RELOCATE WATER MAIN (CHERRY ST), PVC, 8 IN.	LS	1.0		\$1,800.00	\$1,800.00	\$0.00	1.0	0	\$1,800.00	\$0.00	\$1,800.00
8005	2559-9999005	WATER SERVICE STUB, LIVE TAP, 3/4 IN.	EACH	2.0		\$662.00	\$1,324.00	\$0.00	2.0	0	\$1,324.00	\$0.00	\$1,324.00
8006	2559-9999010	RELOCATE EXISTING WATER SERVICE	LS	1.0		\$1,800.00	\$1,800.00	\$0.00	1.0	0	\$1,800.00	\$0.00	\$1,800.00
8007	2559-9999005	FIRE HYDRANT BARREL EXTENSION	EACH	1.0		\$1,463.00	\$1,463.00	\$0.00	1.0	0	\$1,463.00	\$0.00	\$1,463.00
8008	2559-9999009	STORM SEWER SERVICE STUB, PVC, 4 IN.	LF	21.0		\$52.00	\$1,092.00	\$0.00	21.0	0	\$1,092.00	\$0.00	\$1,092.00
8009	2559-9999014	SPECIAL BACKFILL FOR WATER MAIN, 2 IN. FOAM INSULATION	SF	64.0		\$5.00	\$320.00	\$0.00	64.0	0	\$320.00	\$0.00	\$320.00
CHANGE ORDER 3													
8010	2559-9999010	ROOF DRAIN CONNECTIONS TO SUBDRAIN	LS	1.0		\$2,830.00	\$2,830.00	\$0.00	0.0	0	\$2,830.00	\$0.00	\$2,830.00
8011	2559-9999010	REMOVAL OF TAPPING SLEEVE AND VALVE	LS	1.0		\$8,248.00	\$8,248.00	\$0.00	0.0	0	\$8,248.00	\$0.00	\$8,248.00
8012	2559-9999010	REMOVAL AND RE-INSTALLATION OF HANDRAIL	LS	1.0		\$500.00	\$500.00	\$0.00	0.0	0	\$500.00	\$0.00	\$500.00
SUBTOTAL							\$4,579,525.25	\$614,505.50			\$2,939,685.37	\$37,308.02	\$2,976,993.39

MATERIALS STORED SUMMARY

[illegible]

PAY REQUEST SUMMARY

PAY REQUEST SUMMARY			
		Total Approved	Total Completed
	Contract Price	\$5,156,005.75	\$2,976,993.39
	Approved Change Order 1	\$17,318.00	
	Approved Change Order 2	\$9,129.00	
	Approved Change Order 3	\$11,578.00	
	Approved Change Order 4	\$0.00	
	Approved Change Order 5	\$0.00	
	Approved Change Order 6	\$0.00	
	Revised Contract Price	\$5,194,030.75	\$2,976,993.39
		Materials Stored	\$15,792.00
			\$30,000.00
		Retainage	\$2,992,785.39
		Total Earned Less Retainage	
Total Previously Approved (list each)	Pay Request 1	\$227,434.02	
	Pay Request 2	\$147,190.27	
	Pay Request 3	\$462,638.08	
	Pay Request 4	\$502,416.35	
	Pay Request 5	\$362,376.18	
	Pay Request 6	\$739,745.36	
	Pay Request 7	\$258,008.19	
	Pay Request 8	\$50,100.60	
	Pay Request 9	\$11,578.00	
	Pay Request 10	\$92,984.18	
	Total Previously Approved		\$2,854,671.23
	Amount Due This Request		\$108,114.18
	Percent Complete		57.3%
	Percent of Contract Period Utilized (2022 Working Days)		25.8%

The amount \$108,114.16 is recommended for approval for payment in accordance with the terms of the Contract.



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #2 in the amount of \$336,560.06 to Sternquist Construction, for construction services on the SE Crosswinds Drive RISE - Phase 2 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Crosswinds RISE Phase 2
Contractor: Sternquist Construction
Address: 1110 North 14th Street
Finance Budget Code: 983.3983.4451 **Finance Project #** 983.4451
Vendor Project or Invoice #: 6417 **PO #**
Original Contract Date: January 3, 2022 **Vendor #** 6417

Date of Council Meeting: June 20, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: May 1, 2022 Through: May 30, 2022

Contract Summary

Original Contract Amount:	\$	2,500,025.00	
Net change by Change Orders:	\$	17,209.25	
Contract Amount to Date: (line 1 ± 2)	\$	2,517,234.25	
Total completed and stored to date:	\$	526,366.31	
Retainage: 5 % of Completed Work:	\$	26,318.32	
Total Earned less Retainage:	\$	500,047.99	
Less previous applications for payment:	\$	163,487.93	
SUBTOTAL	\$		336,560.06

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 336,560.06

Balance to finish, including retainage: \$ 2,017,186.26

Contract Time Remaining (If applicable) 95.50 Working Days

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

Construction Contractor Approval: Sternquist Construction

Signature: Brian Balluk Firm Name: _____ Date: 6-7-22

Engineer / Consultant Approval: Snyder & Associates, Inc.

Signature: Laura P. [Signature] Firm Name: _____ Date: 6-7-2022

City of Ankeny Staff Approval:

Signature: Mitchell Wedell Date: 6-9-22

Submit to: Mitch Wedell
E-mail: Mwedell@Ankenylowa.gov **Phone:** (515) 963-3523 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL																									
ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY DIVISION 1	QUANTITY CHANGE DIVISION 1 (BY CHANGE ORDER)	ORIGINAL PROPOSED QUANTITY DIVISION 2	QUANTITY CHANGE DIVISION 2 (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD DIVISION 1	TOTAL QUANTITY THIS PAY PERIOD DIVISION 2	TOTAL VALUE THIS PAY PERIOD DIVISION 1	TOTAL VALUE THIS PAY PERIOD DIVISION 2	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY DIVISION 1 PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 2 PREVIOUS PAY PERIODS	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 1 COMPLETE	TOTAL QUANTITY DIVISION 2 COMPLETE	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK DIVISION 1	TOTAL VALUE OF COMPLETED WORK DIVISION 2	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK																									
2.01	Clearing and Grubbing	LS	1.00				1.00	\$ 5,700.00	\$ 5,700.00	1.00		\$ 5,700.00	\$ -	\$ 5,700.00			0.00	1.00	0.00	1.00	\$ 5,700.00	\$ -	\$ 5,700.00	0.00	100.00%
2.02	Topsoil, On-site, 6 Inch Depth, Strip and Place	CY	4,862.00				4,862.00	\$ 10.00	\$ 48,620.00			\$ -	\$ -	\$ -	1,944.80		1,944.80	1,944.80	0.00	1,944.80	\$ 19,448.00	\$ -	\$ 19,448.00	2,917.20	40.00%
2.03	Topsoil, On-Site, 6 Inch Depth, Strip and Stockpile	CY	741.00				741.00	\$ 10.50	\$ 7,780.50			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	741.00	0.00%
2.04	Excavation, Class 10	CY	29,416.00	250.00			29,666.00	\$ 2.75	\$ 81,581.50			\$ -	\$ -	\$ -	16,178.80		16,178.80	16,178.80	0.00	16,178.80	\$ 44,491.70	\$ -	\$ 44,491.70	13,487.20	54.54%
2.05	Below Grade Excavation (Core Out)	CY	460.00				460.00	\$ 67.00	\$ 30,820.00			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	460.00	0.00%
2.06	Subgrade Preparation, 12 Inch Depth	SY	13,656.00				13,656.00	\$ 3.25	\$ 44,382.00			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	13,656.00	0.00%
2.07	Subbase, Modified, 6 Inch Depth	SY	13,656.00				13,656.00	\$ 11.00	\$ 150,216.00			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	13,656.00	0.00%
2.09	Compaction Testing	LS	1.00				1.00	\$ 5,000.00	\$ 5,000.00			\$ -	\$ -	\$ -	0.10		0.10	0.10	0.00	0.10	\$ 500.00	\$ -	\$ 500.00	0.90	10.00%
2.10	Granular Shoulder, Type A, 9 Inch Depth	TN	265.00				265.00	\$ 51.50	\$ 13,647.50			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	265.00	0.00%
TRENCH AND TRENCHLESS CONSTRUCTION																									
3.01	Trench Compaction Testing	LS	0.30		0.70		1.00	\$ 10,900.00	\$ 10,900.00	0.30	0.10	\$ 3,270.00	\$ 1,090.00	\$ 4,360.00			0.00	0.30	0.10	0.40	\$ 3,270.00	\$ 1,090.00	\$ 4,360.00	0.60	40.00%
SEWERS AND DRAINS																									
4.01	Sanitary Sewer Gravity Main, PVC, Trenched, 8 Inch	LF			1,849.00	(146.00)	1,703.00	\$ 58.75	\$ 100,051.25		1,017.00	\$ -	\$ 59,748.75	\$ 59,748.75		686.00	686.00	0.00	1,703.00	1,703.00	\$ -	\$ 100,051.25	\$ 100,051.25	0.00	100.00%
4.02	Sanitary Sewer Service Stub, PVC, 6 Inch	LF			78.00	(78.00)	0.00	\$ 51.50	\$ -			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	0.00	0.00%
4.03	Sanitary Sewer Service Stub, PVC, 6 Inch	LF				40.00	40.00	\$ 82.50	\$ 3,300.00		35.00	\$ -	\$ 2,887.50	\$ 2,887.50		5.00	5.00	0.00	40.00	40.00	\$ -	\$ 3,300.00	\$ 3,300.00	0.00	100.00%
4.04	Storm Sewer, RCP CI III, 12 Inch	LF	9.00				9.00	\$ 190.50	\$ 1,714.50			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	9.00	0.00%
4.05	Storm Sewer, RCP CI III, 15 Inch	LF	809.00	(489.00)			320.00	\$ 52.50	\$ 16,800.00	8.00		\$ 420.00	\$ -	\$ 420.00			0.00	8.00	0.00	8.00	\$ 420.00	\$ -	\$ 420.00	312.00	2.50%
4.06	Storm Sewer, RCP CI III, 18 Inch	LF	64.00	499.00			563.00	\$ 54.50	\$ 30,683.50			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	563.00	0.00%
4.07	Storm Sewer, RCP CI III, 24 Inch	LF	1,132.00	(507.00)			625.00	\$ 70.00	\$ 43,750.00	66.00		\$ 4,620.00	\$ -	\$ 4,620.00			0.00	66.00	0.00	66.00	\$ 4,620.00	\$ -	\$ 4,620.00	559.00	10.56%
4.08	Storm Sewer, RCP CI III, 30 Inch	LF	378.00	345.00			723.00	\$ 97.00	\$ 70,131.00	196.00		\$ 19,012.00	\$ -	\$ 19,012.00			0.00	196.00	0.00	196.00	\$ 19,012.00	\$ -	\$ 19,012.00	527.00	27.11%
4.09	Storm Sewer, RCP CI III, 36 Inch	LF	167.00	11.00			178.00	\$ 126.75	\$ 22,561.50	160.00		\$ 20,280.00	\$ -	\$ 20,280.00			0.00	160.00	0.00	160.00	\$ 20,280.00	\$ -	\$ 20,280.00	18.00	89.89%
4.10	Storm Sewer, RCP CI III, 42 Inch	LF		80.00			80.00	\$ 218.00	\$ 17,440.00	80.00		\$ 17,440.00	\$ -	\$ 17,440.00			0.00	80.00	0.00	80.00	\$ 17,440.00	\$ -	\$ 17,440.00	0.00	100.00%
4.11	Pipe Culvert, Trenched, Concrete, 24 In	LF	9.00				9.00	\$ 443.00	\$ 3,987.00			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	9.00	0.00%
4.12	Pipe Aprons with Footing and Guard, 18 Inch	EA	1.00				1.00	\$ 2,600.00	\$ 2,600.00			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	1.00	0.00%
4.13	Pipe Aprons with Footing and Guard, 24 Inch	EA	3.00				3.00	\$ 3,200.00	\$ 9,600.00	1.00		\$ 3,200.00	\$ -	\$ 3,200.00			0.00	1.00	0.00	1.00	\$ 3,200.00	\$ -	\$ 3,200.00	2.00	33.33%
4.14	Pipe Aprons with Footing and Guard, 36 Inch	EA	1.00	(1.00)			0.00	\$ 4,700.00	\$ -			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	0.00	0.00%
4.15	Pipe Aprons with Footing and Guard, 42 Inch	EA		1.00			1.00	\$ 6,500.00	\$ 6,500.00	1.00		\$ 6,500.00	\$ -	\$ 6,500.00			0.00	1.00	0.00	1.00	\$ 6,500.00	\$ -	\$ 6,500.00	0.00	100.00%
4.16	Removal of Pipe Apron, CMP, 24 In Dia	EA	2.00				2.00	\$ 257.50	\$ 515.00			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	2.00	0.00%
4.17	Removal of Pipe Apron, Concrete, 24 In Dia	EA	1.00				1.00	\$ 515.00	\$ 515.00	1.00		\$ 515.00	\$ -	\$ 515.00			0.00	1.00	0.00	1.00	\$ 515.00	\$ -	\$ 515.00	0.00	100.00%
4.18	Subdrain, Type C-1, 6 Inch Dia	LF	4,593.00				4,593.00	\$ 16.50	\$ 75,784.50			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	4,593.00	0.00%
4.19	Subdrain Cleanouts, Type A-1, DR-305	EA	3.00				3.00	\$ 463.50	\$ 1,390.50			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	3.00	0.00%
4.20	Subdrain Connections and Outlets, 6 Inch Dia, DR-303	EA	39.00				39.00	\$ 412.00	\$ 16,068.00			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	39.00	0.00%
4.21	Removal of Subdrain	LF	315.00				315.00	\$ 5.25	\$ 1,653.75			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	315.00	0.00%
WATER MAIN AND APPURTENANCES																									
5.01	Water Main, Trenched, PVC C900, 10 Inch	LF			2,409.00		2,409.00	\$ 56.75	\$ 136,710.75		1,850.00	\$ -	\$ 104,987.50	\$ 104,987.50		310.00	310.00	0.00	2,160.00	2,160.00	\$ -	\$ 122,580.00	\$ 122,580.00	249.00	89.66%
5.02	Water Main, Trenched, PVC C900, 12 Inch	LF			1,294.00		1,294.00	\$ 72.25	\$ 93,491.50			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	1,294.00	0.00%
5.03	Fitting, Reducer, 10" x 6"	EA			1.00		1.00	\$ 645.00	\$ 645.00			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	1.00	0.00%
5.04	Fitting, Reducer, 12" x 6"	EA			1.00		1.00	\$ 725.00	\$ 725.00			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	1.00	0.00%
5.05	Fitting, Reducer, 12" x 10"	EA			1.00		1.00	\$ 955.00	\$ 955.00			\$ -	\$ -	\$ -			0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	1.00	0.00%
5.06	Fitting, Tee, 10"x10"	EA			2.00		2.00	\$ 1,725.25	\$ 3,450.50		2.00	\$ -	\$ 3,450.50	\$ 3,450.50			0.00	0.00	2.00	2.00	\$ -	\$ 3,450.50	\$ 3,450.50	0.0	

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CHANGE ORDER ITEMS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 16, 2022	\$ 163,487.93
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Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
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68		
69		
70		

PREVIOUS PAY APP TOTAL = \$ 163,487.93

Record of Change Orders

No.	Date	Amount
1	May 16, 2022	\$ 17,209.25
2		
3		
4		
5		
6		
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24		
25		

CHANGE ORDER TOTAL = \$ 17,209.25

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	April 4, 2022
Contract Working Days:	120.0
Added by Change Order:	0.0
Total Working Days:	120.0
Working Days Used to Date:	24.5
Working Days Remaining:	<u>95.5</u>



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the June 20, 2022 Accounts Payable. (Finance Committee: B. Bentz, Chp, J. Perry, J. Ruddy)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

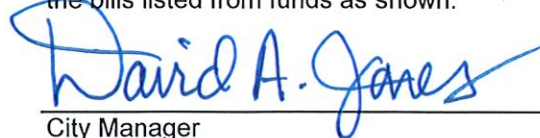
Click to download
 AP Recap
 AP Check Report

CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
JUNE 20, 2022

Fund		PAYMENTS
100	General Fund	\$ 373,355.55
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	-
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	184,216.90
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	2,091.00
300	Debt Service Fund	-
430	Library Foundation Fund	789.51
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	103,185.12
510	Water Fund	753,535.13
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	75,141.43
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	13,761.80
590	Golf Course Fund	54,194.36
600-699	Enterprise Project Funds	200,640.82
710	Revolving Fund	91,871.10
720	Risk Management Fund	131,834.50
730	Health Insurance Fund	478.57
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	-
896-998	Capital Projects Funds	2,165,340.36
	Sub Total	\$ 4,150,436.15
	Payroll Totals	1,305,508.02
	Service Transfers/ACH Drafts	(177,492.87)
	Agenda Payments Approved Separately	(2,324,250.48)
	Grand Total	<u>\$ 2,954,200.82</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: 6/09/2022 THRU 6/22/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006511	THE PAPER CORPORATION							
M-CHECK	THE PAPER CORPORATION	UNPOST	V 6/15/2022			236775		49.00CR
C-CHECK	VOID CHECK		V 6/20/2022			237046		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2 VOID DEBITS	0.00		
	VOID CREDITS	49.00CR	49.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	2	49.00CR	0.00	0.00
BANK: TOTALS:	2	49.00CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 6/09/2022 THRU 6/22/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008711	BRIAN A STEINFELDT							
I-220508	5/7/22 NORTH ZONE MOWING	R	6/20/2022	211.83		236941		
I-220609	5/20-5/24/22 NORTH ZONE MOW	R	6/20/2022	5,382.72		236941		
I-220610	5/20-5/27/22 HIGH PROFILE MOW	R	6/20/2022	3,524.30		236941		
I-220611	5/30-6/3/22 NORTH ZONE MOW	R	6/20/2022	5,382.72		236941		
I-220612	5/30-6/3/22 HIGH PROFILE MOW	R	6/20/2022	3,524.30		236941		
I-220613	5/27-6/8/22 SOUTH ZONE MOW	R	6/20/2022	5,077.65		236941		23,103.52
	*** VENDOR TOTALS ***					1 CHECKS		23,103.52
006477	AAA LAWN SERVICES LLC							
I-2816	5/31/22 MOW/TRIM/BLOW-CD	E	6/22/2022	192.00		005056		192.00
	*** VENDOR TOTALS ***					1 CHECKS		192.00
004997	ABSOLUTE CONCRETE							
I-PAY1-SE3RD UTILITY	PAY 1-SE 3RD ST UTILITY IMP PH1	R	6/20/2022	9,285.30		236942		9,285.30
004997	ABSOLUTE CONCRETE							
I-PAY2NE36THRECON	PAY 2-NE36TH RECON/I35-4MILEDR	R	6/20/2022	120,489.26		236943		120,489.26
	*** VENDOR TOTALS ***					2 CHECKS		129,774.56
008578	ACCESS TECHNOLOGIES INC							
I-INV1191777	4/30/22-5/30/22 STATEMENT	R	6/20/2022	1,999.19		236944		1,999.19
	*** VENDOR TOTALS ***					1 CHECKS		1,999.19
000003	ACCO UNLIMITED CORP							
I-0222459-IN	POOL CHEMICALS-PRAC	R	6/20/2022	380.20		236945		
I-0222547-IN	VACUUM HOSE - PRAC	R	6/20/2022	247.00		236945		
I-0222592-IN	POOL CHEMICALS	R	6/20/2022	772.40		236945		
I-0222596-IN	CHEMICALS - PRAC	R	6/20/2022	523.25		236945		
I-0222655-IN	POOL CHEMICALS-PRAC	R	6/20/2022	833.60		236945		
I-0222781-IN	POOL CHEMICALS - PRAC	R	6/20/2022	91.20		236945		
I-0222891-IN	CHEMICALS - CFAC	R	6/20/2022	25.80		236945		
I-0222892-IN	POOL SUPPS/CHEM PROBE-AC	R	6/20/2022	706.40		236945		
I-0222936-IN	CHEMICALS -CFAC	R	6/20/2022	2,248.40		236945		
I-0222937-IN	CHEMICALS - PRAC	R	6/20/2022	317.60		236945		6,145.85
	*** VENDOR TOTALS ***					1 CHECKS		6,145.85
000164	G & S HARDWARE INC							
I-207914/2	CHAINSAW WEDGE - PW	R	6/20/2022	9.99		236946		9.99
	*** VENDOR TOTALS ***					1 CHECKS		9.99
000026	AHLERS & COONEY PC							
I-823812	SVCS 5/19/22 CREEKVIEW DR	E	6/22/2022	130.00		005005		
I-823815	2022 SW DSM ST PKS- PH 1	E	6/22/2022	1,900.00		005005		
I-823816	SVCS 5/19/22 22 ASPHALT RESRFC	E	6/22/2022	1,900.00		005005		
I-823817	SVCS 5/19/22 N ANK BLVD WTR MN	E	6/22/2022	1,900.00		005005		5,830.00
	*** VENDOR TOTALS ***					1 CHECKS		5,830.00

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 6/09/2022 THRU 6/22/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011364	LEANNE SUE OTTING							
I-06/30/2022 BEATS	6/30/22 BEATS AND EATS	R	6/20/2022	250.00		236947		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
000226	AIRGAS NORTH CENTRAL INC							
I-9988518107	CYLINDER RENTALS- PKS	R	6/20/2022	36.06		236948		36.06
	*** VENDOR TOTALS ***					1 CHECKS		36.06
008251	ALADTEC INC							
I-INV00191437	7/1/22-6/30/23 SCHEDULING SFT	R	6/20/2022	4,010.00		236949		4,010.00
	*** VENDOR TOTALS ***					1 CHECKS		4,010.00
009981	ALL CITY MANAGEMENT SERVICES,							
I-77864	5/8-5/21/22 CROSSING GUARDS	E	6/22/2022	5,352.92		005076		
I-78211	5/22-6/4/22 CROSSING GUARDS	E	6/22/2022	3,787.00		005076		9,139.92
	*** VENDOR TOTALS ***					1 CHECKS		9,139.92
009679	ALL STAR CONCRETE LLC							
I-RTNG-PKS MNT RENO	RTNG-PKS MNT FAC RENO PH1	R	6/20/2022	4,000.00		236950		4,000.00
	*** VENDOR TOTALS ***					1 CHECKS		4,000.00
011228	MERRY E AMANN							
I-05/22-07/22TAICHI	05/22-07/22 TAI CHI CLASSES	E	6/22/2022	200.00		005101		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
009262	AMAZON CAPITAL SERVICES INC							
C-1T77-WN9R-DMKX	CR: PICTURE FRAME - FD	E	6/22/2022	38.00CR		005069		
I-11LL-GPQ6-6WYC	DIGITAL CLOCK -AC	E	6/22/2022	94.99		005069		
I-141R-3JYL-4PVM	WIRE STRIPPER - PRSC	E	6/22/2022	69.94		005069		
I-171Y-66YD-13NX	LADDER/PUCKS/DOOR GRDS-ASC	E	6/22/2022	261.80		005069		
I-1H76-DMQT-HWVD	HDMI ADAPTER/EXT CORD - IT	E	6/22/2022	27.54		005069		
I-1HM3-GGKC-3DXP	WALL CLOCK-AC	E	6/22/2022	38.49		005069		
I-1Q7R-DCL6-46W3	PICTURE FRAMES - FD	E	6/22/2022	100.99		005069		
I-1Q9K-R7KX-DM4G	TENNIS SUPPLIES - P&R	E	6/22/2022	254.85		005069		
I-1Q9K-R7KX-GG97	HI VIS SHIRTS - MU	E	6/22/2022	48.37		005069		
I-1T77-WN9R-MM64	PERSONNEL RECORD JACKET-HR	E	6/22/2022	88.70		005069		
I-1TK3-JYY3-11WJ	KEURIG SUPPLIES-HAWKEYE	E	6/22/2022	25.95		005069		
I-1WN7-VYGY-RMRN	CLPBRD/BATTERY/CABLE/FLSHLT-PW	E	6/22/2022	126.40		005069		
I-1XRC-XVKD-WQ1R	GIFT CARD SLEEVES-OC	E	6/22/2022	50.84		005069		1,150.86
	*** VENDOR TOTALS ***					1 CHECKS		1,150.86
010761	AMAZON.COM CORPORATE CREDIT							
C-945378493676	CR: TROLLEY RETURN	E	6/22/2022	228.88CR		005081		
I-433389659559	TROLLY/DOOR STOPS-KL	E	6/22/2022	262.85		005081		
I-436978456435	BAMBOO WOODEN COCKTAIL-KL	E	6/22/2022	5.98		005081		
I-448944587757	PAPER - KL	E	6/22/2022	164.33		005081		
I-547369335467	CRICUT SUPPLIES - KL	E	6/22/2022	467.83		005081		
I-568865774756	BOSTITCH/CRAFT PUNCH - KL	E	6/22/2022	60.47		005081		

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 6/09/2022 THRU 6/22/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-687884857558	CRICUT MUG PRESS - KL	E	6/22/2022	179.95		005081		
I-786469566584	FLEX NYLON/FILAMENT - KL	E	6/22/2022	79.33		005081		
I-839985744938	ORIGAMI/STORAGE BAGS - KL	E	6/22/2022	36.55		005081		
I-876663473449	PAPER - KL	E	6/22/2022	32.87		005081		
I-876675649587	PROGRAM SUPPLIES - KL	E	6/22/2022	43.46		005081		
I-974348834396	DRESS CODED -KL	E	6/22/2022	89.90		005081		1,194.64
	*** VENDOR TOTALS ***					1 CHECKS		1,194.64
000038	AMERICAN RED CROSS							
I-22430305	FY 22 POOL ARC CERTS	R	6/20/2022	1,232.00		236951		1,232.00
	*** VENDOR TOTALS ***					1 CHECKS		1,232.00
007835	AMERICAN RED CROSS-TRAINING SV							
I-22432546	WSI CLASSES - AC	R	6/20/2022	720.00		236952		720.00
	*** VENDOR TOTALS ***					1 CHECKS		720.00
000043	ANKENY COMMUNITY SCHOOLS							
I-FY22 #12 JUNE GYM	JUNE 2022 GYM USE PAYMENT	R	6/20/2022	5,700.00		236953		5,700.00
	*** VENDOR TOTALS ***					1 CHECKS		5,700.00
000012	MILLENNIUM II CORPORATION							
C-1065402	CR: BUNGEY P&R	R	6/20/2022	9.06CR		236954		
I-1061005	PVC - PRSC	R	6/20/2022	1.72		236954		
I-1062404	HANG PADDLE HOLDERS - ACC	R	6/20/2022	2.32		236954		
I-1062467	HILLMAN - PKS	R	6/20/2022	8.12		236954		
I-1063054	HEAT BULB - AC	R	6/20/2022	34.71		236954		
I-1063732	HILLMAN - OC MAINT	R	6/20/2022	16.12		236954		
I-1063760	ELECTRONIC BALLAST - PRSC	R	6/20/2022	60.78		236954		
I-1063778	GARBAGE DISPOSAL PARTS - PKS	R	6/20/2022	8.48		236954		
I-1063983	ANCHO/SCREWS/DRILL BIT-OCM	R	6/20/2022	12.07		236954		
I-1064051	BOX FAN - FD	R	6/20/2022	51.12		236954		
I-1064155	TAPE/PASTE/SOAP - OC MAINT	R	6/20/2022	9.72		236954		
I-1064418	HANG PADDLE HOLDERS - PKS	R	6/20/2022	4.60		236954		
I-1064420	HEAT BULB - AC	R	6/20/2022	69.42		236954		
I-1065304	LATCH BOX/TAPE/BUNGE/STRP-P&R	R	6/20/2022	40.28		236954		
I-1065404	STRETCH CORD -ASC	R	6/20/2022	13.08		236954		323.48
	*** VENDOR TOTALS ***					1 CHECKS		323.48
003319	MIDWEST SOLID WASTE							
I-1240211	05/2022 LANDFILL/ROLL OFF FEES	R	6/20/2022	17,266.86		236955		17,266.86
	*** VENDOR TOTALS ***					1 CHECKS		17,266.86
004201	TSJM TOWING SERVICE LLC							
I-22-46652	TOWING - LEXUS	R	6/20/2022	76.00		236956		
I-22-47054	UNIT #99 TOW/HOOK FEE	R	6/20/2022	40.00		236956		
I-22-47150	TOWING FORD EXPLORER-PD	R	6/20/2022	50.00		236956		166.00
	*** VENDOR TOTALS ***					1 CHECKS		166.00

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 6/09/2022 THRU 6/22/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004518	AQUACLEAR							
I-6375	APRIL LAKE MGMT SVCS - PRSC	R	6/20/2022	961.56		236957		
I-6451	MAY LAKE MANAGEMENT SVCS	R	6/20/2022	961.56		236957		1,923.12
	*** VENDOR TOTALS ***					1 CHECKS		1,923.12
009326	RYAN ARENDSE							
I-05/16/22-05/17/22	5/16-5/17/22 MEAL REIMBURSMNT	E	6/22/2022	70.38		005095		
I-05/17/2022MEAL	5/10/22 MEAL REIMBURSEMENT	E	6/22/2022	14.06		005095		84.44
	*** VENDOR TOTALS ***					1 CHECKS		84.44
000057	ARNOLD MOTOR SUPPLY							
I-15NV123131	BATTERY/LUG CONN - OC	R	6/20/2022	25.86		236958		
I-15NV123269	COUPLERS - OCM	R	6/20/2022	14.28		236958		
I-15NV123739	HOSE CONNECTION - OC	R	6/20/2022	12.77		236958		
I-58NV001453	METER SYS/WASH/SHINE - FD	R	6/20/2022	296.23		236958		349.14
	*** VENDOR TOTALS ***					1 CHECKS		349.14
004068	ASPEN EQUIPMENT CO							
I-40043408	SHOCK ABSORBING - TRFC	E	6/22/2022	865.08		005040		865.08
	*** VENDOR TOTALS ***					1 CHECKS		865.08
010499	SIMRAN AULAKH							
I-05/22-06/22BOOTCMP	05/22-06/22 BOOTCAMP	E	6/22/2022	400.00		005098		400.00
	*** VENDOR TOTALS ***					1 CHECKS		400.00
008024	AUREON COMMUNICATIONS LLC							
I-06/2022	06/01/22-06/30/22 STATEMENT	E	6/22/2022	962.80		005061		962.80
	*** VENDOR TOTALS ***					1 CHECKS		962.80
006127	BATTERIES PLUS BULBS #203							
I-P51590535	LIGHTS - FS#1	R	6/20/2022	15.62		236959		
I-P51681548	BATTERIES - TRFC	R	6/20/2022	511.77		236959		527.39
	*** VENDOR TOTALS ***					1 CHECKS		527.39
005217	BENTLEY RIDGE TREE FARM LLC							
I-102-40037-01	TREES - PARK MAINT	R	6/20/2022	8,893.00		236960		8,893.00
	*** VENDOR TOTALS ***					1 CHECKS		8,893.00
006349	HY-VEE INC-BDI							
I-2022ESCROW	ADDITIONAL ESCROW PAYMENT	R	6/20/2022	2,000.00		236961		
I-37702	ALCOHOL FOR RESALE-OC	R	6/20/2022	1,828.00		236961		3,828.00
	*** VENDOR TOTALS ***					1 CHECKS		3,828.00

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 6/09/2022 THRU 6/22/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009686	BLUEBEAM, INC							
I-1454943	BLUEBEAM REVU-STORM WATER	E	6/22/2022	349.00		005074		349.00
	*** VENDOR TOTALS ***					1 CHECKS		349.00
007515	EFFLUENT INC							
I-I5597	06/2022 RENTALS - PRSC	R	6/20/2022	374.00		236962		
I-I5630	5/1-5/31/22 KYBO RENTALS	R	6/20/2022	743.00		236962		1,117.00
	*** VENDOR TOTALS ***					1 CHECKS		1,117.00
008100	BOMGAARS SUPPLY INC							
I-65957442	BOOTS - TODD SCHENCK	R	6/20/2022	134.99		236963		134.99
	*** VENDOR TOTALS ***					1 CHECKS		134.99
009487	BOOT BARN INC							
I-INV00169679	BOOTS - B PRUISMANN	E	6/22/2022	89.99		005072		89.99
	*** VENDOR TOTALS ***					1 CHECKS		89.99
005174	BOUND TREE MEDICAL LLC							
I-84500551	EMS SUPPLIES - FD	R	6/20/2022	1,573.78		236964		
I-84527568	EMS SUPPLIES - FD	R	6/20/2022	1,082.43		236964		
I-84529603	EMS SUPPLIES - FD	R	6/20/2022	2,040.14		236964		
I-84533164	EMS SUPPLIES - FD	R	6/20/2022	47.06		236964		
I-84539944	EMS SUPPLIES - FD	R	6/20/2022	28.90		236964		
I-84543900	EMS SUPPLIES - FD	R	6/20/2022	8.52		236964		
I-84543901	EMS SUPPLIES - FD	R	6/20/2022	135.58		236964		
I-84545683	EMS SUPPLIES - FD	R	6/20/2022	284.90		236964		
I-84547363	EMS SUPPLIES - FD	R	6/20/2022	10.04		236964		
I-84549081	EMS SUPPLIES - FD	R	6/20/2022	77.00		236964		
I-84549082	EMS SUPPLIES - FD	R	6/20/2022	60.99		236964		5,349.34
	*** VENDOR TOTALS ***					1 CHECKS		5,349.34
005565	STEPHANIE BRAUN							
I-06/14/22 FUEL	6/14/22 FUEL REIMBURSEMENT	R	6/20/2022	60.13		236965		
I-06/2022 FITNESS	06/2022 FITNESS REIMBURSEMENT	R	6/20/2022	90.42		236965		150.55
	*** VENDOR TOTALS ***					1 CHECKS		150.55
011361	TWYLA KAYE BREDE							
I-06/23/2022 BEATS	06/23/22 BEATS AND EATS	R	6/20/2022	160.00		236966		160.00
	*** VENDOR TOTALS ***					1 CHECKS		160.00
000127	BRICK GENTRY PC							
I-371142	02/25/2022 STATEMENT 224.001	R	6/20/2022	2,070.00		236967		
I-373315	03/25/2022 STATEMENT 224.001	R	6/20/2022	2,100.00		236967		
I-376535	05/25/2022 STATEMENT 224.016	R	6/20/2022	585.00		236967		
I-376536	05/25/2022 STATEMENT 224.008	R	6/20/2022	540.00		236967		
I-376538	05/25/2022 STATEMENT 224.091	R	6/20/2022	45.00		236967		
I-376539	05/25/2022 STATEMENT 224.001	R	6/20/2022	2,055.00		236967		
I-376542	05/25/2022 STATEMENT 224.022	R	6/20/2022	945.00		236967		

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I-376544	05/25/2022 STATEMENT 224.003	R	6/20/2022	180.00		236967		
I-376545	05/25/2022 STATEMENT 224.011	R	6/20/2022	975.00		236967		
I-376547	05/25/2022 STATEMENT 224.014	R	6/20/2022	705.00		236967		
I-376873	05/25/2022 STATEMENT 4.004	R	6/20/2022	975.00		236967		11,175.00
	*** VENDOR TOTALS ***					1 CHECKS		11,175.00
006714	WATER PRO SUPPLIES INC							
I-119764	RINGS - MU	R	6/20/2022	662.00		236968		662.00
	*** VENDOR TOTALS ***					1 CHECKS		662.00
010643	PATRICIA BROWN							
I-05/22-06/22YOGA	05/22-06/22 YOGA CLASSES	E	6/22/2022	426.00		005100		426.00
	*** VENDOR TOTALS ***					1 CHECKS		426.00
001757	BROWNELLS INC							
I-2022410206147	FIREARM ACCESSORIES - PD	R	6/20/2022	890.92		236969		890.92
	*** VENDOR TOTALS ***					1 CHECKS		890.92
005497	BRYAN ROCK PRODUCTS INC							
I-53110	BALLFIELD CLAY-PRSC	R	6/20/2022	3,532.12		236970		3,532.12
	*** VENDOR TOTALS ***					1 CHECKS		3,532.12
009566	VARSITY BRANDS HOLDING CO., IN							
I-917158329	BASEBALL/SFTBALL SUPPLIES	R	6/20/2022	368.88		236971		368.88
	*** VENDOR TOTALS ***					1 CHECKS		368.88
008738	BULB GUY LIGHTING							
I-17436	LIGHT BULBS - PD	E	6/22/2022	207.00		005065		207.00
	*** VENDOR TOTALS ***					1 CHECKS		207.00
002167	BUSINESS PUBLICATIONS CORP							
I-72734	AD PUBLICATIONS - ED	R	6/20/2022	4,720.00		236972		4,720.00
	*** VENDOR TOTALS ***					1 CHECKS		4,720.00
005115	SCOTT CAMPBELL							
I-AFD23711	REFUND	R	6/20/2022	199.46		236973		199.46
	*** VENDOR TOTALS ***					1 CHECKS		199.46
000385	CAPITAL CITY EQUIPMENT CO							
I-26478D	UNIT #202 PARTS	E	6/22/2022	110.21		005013		110.21
	*** VENDOR TOTALS ***					1 CHECKS		110.21
000453	CARQUEST AUTO PARTS							
I-2330-747229	UNIT #628 OIL FILTER	R	6/20/2022	3.84		236974		3.84
	*** VENDOR TOTALS ***					1 CHECKS		3.84

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005278	CDW GOVERNMENT							
I-X315395	ADOBE ACROBAT PRO LICENSE	E	6/22/2022	108.32		005048		
I-X912453	PROOFPOINT RENEWAL	E	6/22/2022	14,280.00		005048		
I-Z444479	NETWORK CARD - IT	E	6/22/2022	347.77		005048		14,736.09
	*** VENDOR TOTALS ***					1 CHECKS		14,736.09
011409	CENTRAL MCGOWAN INC							
I-0000178520	CARBONATED GAS - OC PRO	E	6/22/2022	20.00		005086		20.00
	*** VENDOR TOTALS ***					1 CHECKS		20.00
004002	CINTAS CORPORATION							
C-9180237808	CR: LINEN/SUPPLY RENTALS-OC	R	6/20/2022	195.63CR		236975		
C-9180237852	CR: LINEN/SUPPLY RENTALS-OC	R	6/20/2022	192.63CR		236975		
I-4113089346	LINEN/SUPPLY RENTALS - OC	R	6/20/2022	195.63		236975		
I-4115838420	LINEN/SUPPLY RENTALS-OC	R	6/20/2022	192.63		236975		
I-4118940773	5/10/22 SVCS - STREETS	R	6/20/2022	379.30		236975		
I-4119269766B	PAPER TOWELS -OC	R	6/20/2022	15.81		236975		
I-4119929082B	PAPER TOWELS - OC	R	6/20/2022	15.81		236975		
I-4120348025	5/24/22 SVCS - WATER	R	6/20/2022	168.67		236975		
I-4120348143	5/24/22 SVCS - STREETS	R	6/20/2022	382.46		236975		
I-4120619567	LINEN/SUPPLY RENTALS-OC	R	6/20/2022	252.64		236975		
I-4120888886	5/31/22 SVCS - PSB	R	6/20/2022	61.44		236975		
I-4121055271	MAT/UNIFORM RENTALS- PKS	R	6/20/2022	106.95		236975		
I-4121055336	6/01/22 SVCS - WATER	R	6/20/2022	168.22		236975		
I-4121055384	MAT RENTALS -ASC	R	6/20/2022	55.88		236975		
I-4121055442	6/01/22 SVCS - STREETS	R	6/20/2022	374.14		236975		
I-4121214281	6/02/22 SVCS - WASTE WATER	R	6/20/2022	131.01		236975		
I-4121218777	MAT/UNIFORM RENTALS-OC	R	6/20/2022	89.04		236975		
I-4121705427	MAT RENTAL-LAKESIDE	R	6/20/2022	16.24		236975		
I-4121705439	6/07/22 SVCS - SENIOR CENTER	R	6/20/2022	55.88		236975		
I-4121705543	6/07/22 SVCS - WATER	R	6/20/2022	154.72		236975		
I-4121705617	MAT/UNIFORM RENTALS-PKS	R	6/20/2022	106.95		236975		
I-4121705666	6/07/22 SVCS - STREETS	R	6/20/2022	364.39		236975		
I-4121986896	MAT/UNIFORM RENTAL -OC	R	6/20/2022	89.04		236975		
I-4121986948	LINEN/SUPPLY RENTALS- OC	R	6/20/2022	126.16		236975		
I-4122421560	MAT RENTALS - ASC	R	6/20/2022	55.88		236975		3,170.63
	*** VENDOR TOTALS ***					1 CHECKS		3,170.63
002407	CIVIL DESIGN ADVANTAGE LLC							
I-37227 #26	PAY 26-NW18TH EXT/WEIGL/SPRCE	E	6/22/2022	19,169.55		005032		19,169.55
	*** VENDOR TOTALS ***					1 CHECKS		19,169.55
006475	CLUB CAR INC							
I-LEASE0025487	6/1/22-6/30/22 VISAGE GPS RENT	R	6/20/2022	2,376.00		236976		2,376.00
	*** VENDOR TOTALS ***					1 CHECKS		2,376.00

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006379	CON-STRUCT INC							
	I-PAY 1-2022 PCC RCN PAY 1-2022 PCC RECON PGRM	R	6/20/2022	226,223.74		236977		226,223.74
006379	CON-STRUCT INC							
	I-RTNG-WW PLNT DEMO RTNG-WW PLANT PRTL DEMO	R	6/20/2022	11,702.98		236978		11,702.98
	*** VENDOR TOTALS ***					2 CHECKS		237,926.72
002559	CONSUMERS ENERGY							
	I-05/01/22-05/31/22 06/08/2022 STATEMENT	E	6/22/2022	2,367.82		005033		2,367.82
	*** VENDOR TOTALS ***					1 CHECKS		2,367.82
008408	CRAMER AND ASSOCIATES, INC							
	I-PAY 10-HTT EXT PAY 10-HTT EXT MAG TO ORALABOR	E	6/22/2022	741,859.00		005063		741,859.00
	*** VENDOR TOTALS ***					1 CHECKS		741,859.00
007254	CUTTER & BUCK							
	I-96153124 A STOCK MERCH FOR RESALE - OC	R	6/20/2022	1,216.06		236979		
	I-96153124 B STOCK MERCH FOR RESALE-OC	R	6/20/2022	842.66		236979		
	I-96164623 STOCK MERCH FOR RESALE-OC	R	6/20/2022	223.24		236979		
	I-96173867 STOCK MERCH FOR RESALE - OC	R	6/20/2022	97.29		236979		
	I-96173868 STOCK MERCH FOR RESALE - OC	R	6/20/2022	34.00		236979		2,413.25
	*** VENDOR TOTALS ***					1 CHECKS		2,413.25
000146	CENTURY HOMES CO							
	I-0545509-IN STARTER PROSPECT-OC	R	6/20/2022	284.00		236980		
	I-0545510-IN CLEARCAST/MICROYL/TZONE-PW	R	6/20/2022	498.86		236980		
	I-0545673-IN AERSOL SPORTSFELD LT-OC	R	6/20/2022	88.00		236980		
	I-0545674-IN ACELEPRYN FERT-OC	R	6/20/2022	5,256.00		236980		
	I-0545675-IN IGNITION IRON - PRSC	R	6/20/2022	276.00		236980		
	I-0545676-IN FIELD MARKINGS - PRSC	R	6/20/2022	778.40		236980		
	I-0546841-IN CHEMICALS - OC MAINT	R	6/20/2022	1,799.00		236980		
	I-0546842-IN WETTING AGENT - OC MAINT	R	6/20/2022	2,357.10		236980		11,337.36
	*** VENDOR TOTALS ***					1 CHECKS		11,337.36
008858	DAVE'S FIREWOOD AND DISTRIBUTI							
	I-325666 TREE REMOVAL - STORM WATER	R	6/20/2022	3,500.00		236981		3,500.00
	*** VENDOR TOTALS ***					1 CHECKS		3,500.00
003099	DELL MARKETING L P							
	I-10588300132 MONITORS - PD	R	6/20/2022	970.84		236982		
	I-10589653877 GRANT LAPTOP PERIPHERALS	R	6/20/2022	2,050.98		236982		3,021.82
	*** VENDOR TOTALS ***					1 CHECKS		3,021.82

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000605	DEMCO INC							
I-7136714	CIRCULATION SUPPLIES - KL	E	6/22/2022	3,337.42		005019		3,337.42
	*** VENDOR TOTALS ***					1 CHECKS		3,337.42
002731	TREASURER OF THE STATE OF IOWA							
I-336341	S12 RANGE W/CLASSROOM	R	6/20/2022	75.00		236983		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
000160	DES MOINES WATER WORKS							
I-000186 5/27/2022	5/27/2022 STATEMENT	R	6/20/2022	1,638.00		236984		
I-005039 5/27/22	5/27/2022 STATEMENT	R	6/20/2022	162,531.87		236984		
I-005040 5/27/2022	5/27/2022 STATEMENT	R	6/20/2022	156,513.98		236984		
I-084542 5/27/2022	5/27/2022 STATEMENT	R	6/20/2022	75.00		236984		
I-084793 5/27/2022	5/27/2022 STATEMENT	R	6/20/2022	68,703.33		236984		
I-099890 5/27/2022	5/27/2022 STATEMENT	R	6/20/2022	162,269.38		236984		
I-101656 5/27/2022	5/27/2022 STATEMENT	R	6/20/2022	67,944.81		236984		619,676.37
	*** VENDOR TOTALS ***					1 CHECKS		619,676.37
010103	RELENTLESS LLC							
I-11304	CRIMINAL INTER WKSHP-YOUNG	R	6/20/2022	649.00		236985		649.00
	*** VENDOR TOTALS ***					1 CHECKS		649.00
000161	DEWEY FORD INC							
I-586738 FOW	UNIT #96 SHIELD	R	6/20/2022	15.38		236986		15.38
	*** VENDOR TOTALS ***					1 CHECKS		15.38
004568	DOLL DISTRIBUTING LLC							
I-1013368	ALCOHOL FOR RESALE OC	E	6/22/2022	290.65		005042		
I-1017593	ALCOHOL FOR RESALE-OC	E	6/22/2022	2,052.90		005042		
I-1020366	ALCOHOL FOR RESALE - HAWKEYE	E	6/22/2022	530.90		005042		
I-1022389	ALCOHOL FOR RESALE-OC	E	6/22/2022	2,312.25		005042		
I-1025006	ALCOHOL FOR RESALE -HAWKEYE	E	6/22/2022	518.60		005042		5,705.30
	*** VENDOR TOTALS ***					1 CHECKS		5,705.30
010726	PAUL A DRAKE							
I-2360	NAME PLATE CHANGE - CD	E	6/22/2022	10.00		005080		10.00
	*** VENDOR TOTALS ***					1 CHECKS		10.00
011476	DRIVING 101 LC							
I-06012022-NS	DAMAGE DEPOSIT REFUND	R	6/20/2022	100.00		236987		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
007346	BRANDON DYER							
I-05/06/2022 MEAL	5/6/22 MEAL	E	6/22/2022	22.69		005093		22.69
	*** VENDOR TOTALS ***					1 CHECKS		22.69

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010388	KYLE DYKSTRA							
I-06/04/22-06/05/22	6/4-6/5/22 TRAVEL REIMBSMNT	E	6/22/2022	90.80		005097		90.80
	*** VENDOR TOTALS ***					1 CHECKS		90.80
000988	EARL MAY SEED & NURSERY							
I-00039380	MAINTAINER RAKE - OC	R	6/20/2022	54.99		236988		54.99
	*** VENDOR TOTALS ***					1 CHECKS		54.99
000759	JAY EASON							
I-06/01/2022	4/26-5/31/22 MILEAGE REIMBURSE	E	6/22/2022	29.48		005020		29.48
	*** VENDOR TOTALS ***					1 CHECKS		29.48
004995	ECHO GROUP INC							
I-S009505539.002	HIGH INTERRUPT FUSE - TRFC	E	6/22/2022	161.10		005045		
I-S009505539.003	MIDGET FUSE - TRFC	E	6/22/2022	43.90		005045		
I-S009506869.001	PHOTO CELL/RAB LED - TRFC	E	6/22/2022	181.56		005045		
I-S009506869.002	MED BASE - TRFC	E	6/22/2022	72.84		005045		
I-S009506869.003	INT PHOTO CELL - TRFC	E	6/22/2022	47.06		005045		506.46
	*** VENDOR TOTALS ***					1 CHECKS		506.46
006319	EDWARD DON AND COMPANY							
I-28548230	FOOD SUPPLIES FOR RESALE-OC	R	6/20/2022	388.13		236989		388.13
	*** VENDOR TOTALS ***					1 CHECKS		388.13
000186	ELECTRONIC ENGINEERING							
I-80060923	06/2022 STATEMENT -ENGINEERING	E	6/22/2022	26.50		005007		
I-80061050, 80060920	06/2022 STATEMENT - PK MAINT	E	6/22/2022	248.50		005007		
I-80061051, 80060921	06/2022 STATEMENT - PW	E	6/22/2022	930.00		005007		
I-80061052, 80060922	06/2022 STATEMENT - MU	E	6/22/2022	440.50		005007		1,645.50
	*** VENDOR TOTALS ***					1 CHECKS		1,645.50
003443	EMBARKIT INC							
I-60488	CLICKSHARE AND INSTALL-PD	E	6/22/2022	2,226.19		005039		
I-60489	CLICKSHARE AND INSTALL-PD	E	6/22/2022	698.50		005039		2,924.69
	*** VENDOR TOTALS ***					1 CHECKS		2,924.69
005478	EXCEL MECHANICAL COMPANY INC							
I-153658	SNOW MELT FIX - PD	E	6/22/2022	176.00		005049		176.00
	*** VENDOR TOTALS ***					1 CHECKS		176.00
009894	FARO TECHNOLOGIES, INC							
I-91618332	MAINTENANCE AGREEMENT-PD	R	6/20/2022	2,160.00		236990		2,160.00
	*** VENDOR TOTALS ***					1 CHECKS		2,160.00

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002285	FASTENAL COMPANY							
I-EADES415649	SCREWS - TRAFFIC	E	6/22/2022	194.36		005030		
I-IADES416133	UNIT #652 BOLTS	E	6/22/2022	3.80		005030		198.16
	*** VENDOR TOTALS ***					1 CHECKS		198.16
001326	FAULKS BROS CONSTRUCTION							
I-368678A	TOPDRESSING-OC	R	6/20/2022	1,250.00		236991		
I-368678B	TOPDRESSING-OC	R	6/20/2022	120.81		236991		1,370.81
	*** VENDOR TOTALS ***					1 CHECKS		1,370.81
005631	FBI-LEEDA							
I-200069916	CLI - CLIVE-JAMES WILSON	R	6/20/2022	695.00		236992		
I-200069917	CLI - CLIVE IA 7/2022 - WEBB	R	6/20/2022	695.00		236992		
I-200069918	CLI-CLIVE IA 7/2022 -CHRISTOPH	R	6/20/2022	695.00		236992		2,085.00
	*** VENDOR TOTALS ***					1 CHECKS		2,085.00
006858	FERGUSON ENTERPRISES INC #1657							
I-WW026680	CPVC - MU	R	6/20/2022	779.90		236993		779.90
	*** VENDOR TOTALS ***					1 CHECKS		779.90
011483	FINLEY OCCUPATIONAL HEALTH							
I-130407	5/19/22 DRUG SCREEN	R	6/20/2022	36.00		236994		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
007648	DAIOHS USA INC							
I-612909	COFFEE SERVICES - CH	E	6/22/2022	49.00		005060		49.00
	*** VENDOR TOTALS ***					1 CHECKS		49.00
010286	AT&T MOBILITY II LLC							
I-05192022 FD	04/20/22-05/19/22 STATEMENT FD	R	6/20/2022	1,090.27		236995		
I-05192022 PD	4/20/22-5/19/22 STATEMENT PD	R	6/20/2022	1,539.89		236995		2,630.16
	*** VENDOR TOTALS ***					1 CHECKS		2,630.16
002078	FOTH & VAN DYKE LLC							
I-78121 #3	PAY 3-N 4MILE CRK TRNK SWR	E	6/22/2022	19,350.00		005028		19,350.00
	*** VENDOR TOTALS ***					1 CHECKS		19,350.00
011377	STRAND ASSOCIATES, INC.							
I-184323 #14	PAY 14-ANKENY ASR	R	6/20/2022	38,250.50		236996		38,250.50
	*** VENDOR TOTALS ***					1 CHECKS		38,250.50
003712	GALLS, LLC							
I-021135316	TRAFFIC WAND - PD	R	6/20/2022	9.99		236997		
I-021135386	OPEN CANE CAP-PD	R	6/20/2022	28.00		236997		
I-021155902	5 IN 1 JACKET- PD	R	6/20/2022	260.00		236997		
I-021204604	PANTS - FD	R	6/20/2022	55.00		236997		
I-021216303	SPIEWAK VIZGUARD-PD	R	6/20/2022	166.99		236997		
I-021216304	VIZGUARD - PD	R	6/20/2022	166.99		236997		

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I-021239897	GARRISON BELTS - FD	R	6/20/2022	68.00		236997		
I-021273762	GARRISON BELT - FD	R	6/20/2022	17.00		236997		
I-021273763	RAINCOVER - PD	R	6/20/2022	7.99		236997		
I-021273764	RAINCOVER - PD	R	6/20/2022	7.99		236997		
I-021297526	BUCKLES - FD	R	6/20/2022	85.00		236997		
I-021297545	SHORTS - FD	R	6/20/2022	156.00		236997		1,028.95
	*** VENDOR TOTALS ***					1 CHECKS		1,028.95
009366	GEMPLER'S INC							
I-INV0004501714	ANSI FIRST AID CABINET - OC	E	6/22/2022	199.99		005070		199.99
	*** VENDOR TOTALS ***					1 CHECKS		199.99
001775	GENERAL FIRE AND SAFETY							
I-62355	LENS WIPES - CG	E	6/22/2022	146.85		005023		
I-62399	FIRE EXTINGUISHER INSPCTN-PRSC	E	6/22/2022	106.00		005023		252.85
	*** VENDOR TOTALS ***					1 CHECKS		252.85
009681	GENERAL TRAFFIC CONTROLS, INC							
I-22123	TRAFFIC SIGNAL EQUIP - TRFC	E	6/22/2022	442.00		005073		442.00
	*** VENDOR TOTALS ***					1 CHECKS		442.00
002304	GOLDEN CIRCLE MUNICIPAL OFFICE							
I-FY23 KLEMME	GCMOA FY23 DUES-KLEMME	R	6/20/2022	50.00		236998		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
006152	ANNETTE GRAEVE							
I-06/05/22-06/08/22	6/5-6/8/22 TRAVEL REIMBSMNT	E	6/22/2022	1,068.80		005090		1,068.80
	*** VENDOR TOTALS ***					1 CHECKS		1,068.80
000227	GRAINGER							
I-9319275070	DEHUMIDIFIER - MU	E	6/22/2022	780.86		005008		
I-9325014323	PROXIMITY SENSOR - TRFC	E	6/22/2022	220.84		005008		
I-9326445815	SHOVEL HOLDER - PW	E	6/22/2022	104.16		005008		
I-9335087889	DOOR SWEEPS - FS#3	E	6/22/2022	88.15		005008		1,194.01
	*** VENDOR TOTALS ***					1 CHECKS		1,194.01
008737	TRAVIS GRANDGEORGE							
I-05/11/22-05/24/22	5/11 & 5/24 MEAL REIMBURSEMNT	R	6/20/2022	33.20		236999		33.20
	*** VENDOR TOTALS ***					1 CHECKS		33.20
009893	GRAPHITE CONSTRUCTION GROUP, I							
I-PAY 20-ANK SR CTR	PAY 20-ANKENY SENIOR CENTER	E	6/22/2022	37,981.62		005075		37,981.62
	*** VENDOR TOTALS ***					1 CHECKS		37,981.62

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006348	GRAZIANO BROTHERS INC							
I-216191	FOOD FOR RESALE - OC	E	6/22/2022	168.50		005054		168.50
	*** VENDOR TOTALS ***					1 CHECKS		168.50
010743	GREENS APPLIANCE							
I-33651789	DRYER REPAIRS - FD	R	6/20/2022	271.50		237000		271.50
	*** VENDOR TOTALS ***					1 CHECKS		271.50
010178	GREENTECH OF IOWA, LLC							
I-24317	2021 CITY WIDE RESTORATION	R	6/20/2022	1,250.00		237001		1,250.00
	*** VENDOR TOTALS ***					1 CHECKS		1,250.00
011390	GUS CONSTRUCTION CO., INC.							
I-PAY 3-NE4MILE/DRCR PAY 3- NE 4MILE DR/DEER CREEK		E	6/22/2022	479,341.55		005085		479,341.55
	*** VENDOR TOTALS ***					1 CHECKS		479,341.55
005993	HANDLEY LAW FIRM							
I-6/10/2022	MAY 2022 SERVICES - PD	E	6/22/2022	8,720.00		005052		8,720.00
	*** VENDOR TOTALS ***					1 CHECKS		8,720.00
011477	ANISA HANSEN							
I-5292022-AH	DAMAGE DEPOSIT REFUND	R	6/20/2022	100.00		237002		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
005669	BRIAN HANSON							
I-6/07/2022	SHIRT ALTERATIONS REIMBRSMNT	R	6/20/2022	175.00		237003		175.00
	*** VENDOR TOTALS ***					1 CHECKS		175.00
001815	HAWKEYE TRUCK EQUIPMENT							
I-153490	UNIT #650 MINI LIGHT BAR	R	6/20/2022	209.00		237004		
I-153560	UNIT #650 LIGHT BRACKET	R	6/20/2022	53.00		237004		262.00
	*** VENDOR TOTALS ***					1 CHECKS		262.00
003604	HEARTLAND WINDOW TREATMENTS IN							
I-02724	SENIOR CENTER BLINDS	R	6/20/2022	3,204.00		237005		3,204.00
	*** VENDOR TOTALS ***					1 CHECKS		3,204.00
010074	ALAN D HEBERER							
I-FY22-QTR4	FY22 Q4-MED DIRECTOR/PHONE	E	6/22/2022	3,870.00		005078		3,870.00
	*** VENDOR TOTALS ***					1 CHECKS		3,870.00
004853	HOLT TIRE SERVICE INC							
I-189755	UTV AL TRAIL UNIT 814-OC	E	6/22/2022	295.98		005044		295.98
	*** VENDOR TOTALS ***					1 CHECKS		295.98

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011482	JANA HOLST							
I-06/06/22	STORMWATER BMP REIMBURSEMENT	R	6/20/2022	75.00		237006		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
003165	HUSKY INC							
I-S3-1916899	UNIT #205 SPRING/BOLT	R	6/20/2022	91.07		237007		91.07
	*** VENDOR TOTALS ***					1 CHECKS		91.07
000253	HY-VEE INC							
I-5864791656	CLEANUP WEEKEND SUPPLIES - PW	R	6/20/2022	52.90		237008		
I-5864869116	CLEANUP WEEKEND FOOD - PW	R	6/20/2022	51.96		237008		
I-5865071502	BREAK ROOM SUPPLIES - PW	R	6/20/2022	81.56		237008		186.42
	*** VENDOR TOTALS ***					1 CHECKS		186.42
011208	HYDRO-KLEAN LLC							
I-078291 #1	PAY 1- 2022 CIPP LINING PROJCT	E	6/22/2022	38,663.17		005082		38,663.17
	*** VENDOR TOTALS ***					1 CHECKS		38,663.17
008906	IMAGE TREND INC							
I-135812	MAY 2022 BILLING BRIDGE- FD	E	6/22/2022	1,188.75		005067		1,188.75
	*** VENDOR TOTALS ***					1 CHECKS		1,188.75
009565	INFOSEND INCORPORATED							
I-213313	05/2022 MAIL SERVICES	R	6/20/2022	9,956.95		237009		9,956.95
	*** VENDOR TOTALS ***					1 CHECKS		9,956.95
002929	INTERSTATE POWER SYSTEMS INC							
I-R012079527:02	#132 INJECTORS	R	6/20/2022	3,560.93		237010		3,560.93
	*** VENDOR TOTALS ***					1 CHECKS		3,560.93
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4392636	ALCOHOL FOR RESALE - OC	R	6/20/2022	165.15		237011		
I-W-4397783	ALCOHOL FOR RESALE-OC	R	6/20/2022	1,598.85		237011		
I-W-4405182	ALCOHOL FOR RESALE-OC	R	6/20/2022	1,839.80		237011		
I-W4404702	HAWKEYE CONCESSIONS	R	6/20/2022	144.80		237011		3,748.60
	*** VENDOR TOTALS ***					1 CHECKS		3,748.60
000399	IOWA DEPARTMENT OF PUBLIC SAFE							
I-04/2022-06/2022	04/22-06/22 TERM/LINE CHGS PD	E	6/22/2022	3,825.00		005014		3,825.00
	*** VENDOR TOTALS ***					1 CHECKS		3,825.00
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0008929	RAG WIPING - MU	R	6/20/2022	101.00		237012		101.00
	*** VENDOR TOTALS ***					1 CHECKS		101.00

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007091	IOWA LAW ENFORCEMENT ACADEMY							
C-CR10008149	CR: CREDIT ON ACCOUNT	R	6/20/2022	200.00CR		237013		
I-320924	3/21-3/25/22 FIELD TRNG-IO/JF	R	6/20/2022	760.00		237013		560.00
	*** VENDOR TOTALS ***					1 CHECKS		560.00
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV83077	DEPOSIT-WORK COMP PREM 22-23	R	6/20/2022	108,107.00		237014		
I-INV85835	FY22 411 MED DED MAY	R	6/20/2022	10,474.16		237014		
I-INV85836	FY18 MED DED MAY	R	6/20/2022	375.00		237014		
I-INV85837	FY21 MED DED MAY	R	6/20/2022	340.52		237014		
I-INV85838	FY22 MED DED MAY	R	6/20/2022	2,667.10		237014		121,963.78
	*** VENDOR TOTALS ***					1 CHECKS		121,963.78
000272	IOWA PRISON INDUSTRIES							
I-032453	TRAIL SIGNS - PKS	R	6/20/2022	184.14		237015		184.14
	*** VENDOR TOTALS ***					1 CHECKS		184.14
005535	JETCO INC							
I-17105	TRANSDUCER - MU	R	6/20/2022	2,434.25		237016		2,434.25
	*** VENDOR TOTALS ***					1 CHECKS		2,434.25
009226	CHAD JOCHEMS							
I-06/08/2022SHOES	06/2022 SHOE REIMBRSMNT	E	6/22/2022	140.00		005068		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
006326	JOHNSON BROTHERS OF IOWA							
I-1694963	ALCOHOL FOR RESALE-OC	R	6/20/2022	831.60		237017		831.60
	*** VENDOR TOTALS ***					1 CHECKS		831.60
000065	RENEWABLE ENERGY GROUP INC							
I-568131	5/13/22 87E10/DIESEL DYED	E	6/22/2022	29,080.33		005006		
I-568217	5/23/22 87E10/DIESEL DYED	E	6/22/2022	28,603.99		005006		
I-568314	6/01/22 87E10/DIESEL DYED	E	6/22/2022	29,970.83		005006		
I-87736	6/1/22 UNLEADED87/DIESEL DYED	E	6/22/2022	3,310.46		005006		
I-89978	6/06/22 UNL 87/DIESEL DYED	E	6/22/2022	1,076.89		005006		92,042.50
	*** VENDOR TOTALS ***					1 CHECKS		92,042.50
011479	ADOLPH KIEFER & ASSOCIATES LLC							
I-INV001193269	RISE BUCKLE STRAPS-PKS	E	6/22/2022	44.32		005088		44.32
	*** VENDOR TOTALS ***					1 CHECKS		44.32
007369	AARON J KING							
I-04/18/2022MEAL	4/8/22 MEAL	R	6/20/2022	15.15		237018		15.15
	*** VENDOR TOTALS ***					1 CHECKS		15.15

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008587	KINZLER CONSTRUCTION SERVICES							
I-2206853.0001	DOOR REPAIRS - FD	R	6/20/2022	1,926.50		237019		
I-2209731.0001	DOOR REPAIRS - FD	R	6/20/2022	3,476.50		237019		
I-2210150.0001	DOOR REPAIRS - FD	R	6/20/2022	1,725.00		237019		
I-2211002.0001	INSPECTION/REPAIRS- FS1	R	6/20/2022	200.00		237019		7,328.00
	*** VENDOR TOTALS ***					1 CHECKS		7,328.00
000908	KIRKHAM MICHAEL & ASSOCIATES I							
I-88373 #21	PAY 21-NE 4MILE DR RCB CLVRT	E	6/22/2022	36,645.47		005021		36,645.47
	*** VENDOR TOTALS ***					1 CHECKS		36,645.47
010814	KOESTER INFLATABLES, INC							
I-06/23/2022 BEATS	6/23/22 BEATS AND EATS	R	6/20/2022	400.00		237020		400.00
	*** VENDOR TOTALS ***					1 CHECKS		400.00
005189	KULLY SUPPLY INC							
I-579771	WATER FILTER - CH	E	6/22/2022	83.70		005047		83.70
	*** VENDOR TOTALS ***					1 CHECKS		83.70
001650	NATHAN R LAMPE							
I-05/23/2022 MEAL	5/23/22 MEAL REIMBURSMENT	R	6/20/2022	20.54		237021		20.54
	*** VENDOR TOTALS ***					1 CHECKS		20.54
011480	BRADY LANGGAARD							
I-05/24/2022SHOES	05/24/22 SHOE REIMBURSMENT	E	6/22/2022	122.64		005102		122.64
	*** VENDOR TOTALS ***					1 CHECKS		122.64
002368	LAWSON PRODUCTS INC							
C-9600118006	CR: PIPE FTG - CG	E	6/22/2022	10.76CR		005031		
I-9309542615	SHOP SUPPLIES - CG	E	6/22/2022	210.24		005031		
I-9309550797	SHOP SUPPLIES - CG	E	6/22/2022	4.34		005031		
I-9309608090	HEX FLANGE BOLT - OC	E	6/22/2022	32.93		005031		236.75
	*** VENDOR TOTALS ***					1 CHECKS		236.75
000402	LINDE GAS & EQUIPMENT							
I-10771386	CYLINDER RENTAL - PKS	R	6/20/2022	39.09		237022		39.09
	*** VENDOR TOTALS ***					1 CHECKS		39.09
003193	COLTON LIPPERT							
I-05/12/22-05/13/22	5/12-5/13/22 TRAVEL REIMBSMNT	E	6/22/2022	10.43		005089		
I-05/31/2022 MEAL	5/31/22 MEAL	E	6/22/2022	18.10		005089		28.53
	*** VENDOR TOTALS ***					1 CHECKS		28.53

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004810	LOGAN CONTRACTORS SUPPLY							
I-A56575	SUPPLIES - PW	E	6/22/2022	1,957.34		005043		
I-A58805	NAIL STAKE/GLOVES - PW	E	6/22/2022	257.28		005043		
I-A62271	NAIL STAKE/WAND/GLOVES - PW	E	6/22/2022	230.43		005043		
I-A66859	ASHLAR STONE - ENGINEERING	E	6/22/2022	950.00		005043		3,395.05
	*** VENDOR TOTALS ***					1 CHECKS		3,395.05
000285	LUBE-TECH & PARTNERS LLC							
I-2936707 A	5W20 SP ENGINE OIL - CG	E	6/22/2022	2,492.52		005010		
I-2936707 B	5W20 SP ENGINE OIL - CG	E	6/22/2022	110.12		005010		2,602.64
	*** VENDOR TOTALS ***					1 CHECKS		2,602.64
009473	MACQUEEN EQUIPMENT, LLC							
I-E00509	FY22 PLOW BODY - PW	R	6/20/2022	44,487.00		237023		44,487.00
	*** VENDOR TOTALS ***					1 CHECKS		44,487.00
002207	MANATTS INC							
I-5056996	4/22/22 C4WR C20 CL3	E	6/22/2022	767.00		005029		
I-5057438	4/27/22 D57-C20	E	6/22/2022	1,260.00		005029		
I-5057593	4/28/22 D57-C20	E	6/22/2022	767.00		005029		
I-5057791	4/29/22 D57-C20	E	6/22/2022	1,820.00		005029		
I-5058430	5/06/22 C-4WR-C20	E	6/22/2022	804.00		005029		
I-5058443	5/06/22 D57-C20	E	6/22/2022	1,470.00		005029		
I-5059744	5/17/22 C-4WR-C20 - PRSC	E	6/22/2022	388.00		005029		
I-5060866	5/24/22 C4WR C20 CL3	E	6/22/2022	1,406.00		005029		
I-5061634	6/01/22 D57-C20	E	6/22/2022	1,193.00		005029		
I-5061704	6/01/22 50 PSI KCRETE/AIR	E	6/22/2022	565.00		005029		
I-5061766	6/02/22 D57-C20	E	6/22/2022	986.00		005029		
I-5062147	6/03/22 C-4WR-C20	E	6/22/2022	812.00		005029		
I-98579	MANHOLE BOXOUT REPLACE-PW	E	6/22/2022	13,679.97		005029		
I-98939 A	MANHOLE BOXOUT REPLACE-PW	E	6/22/2022	3,070.03		005029		
I-98939 B	MANHOLE BOXOUT REPLACE-PW	E	6/22/2022	1,279.97		005029		30,267.97
	*** VENDOR TOTALS ***					1 CHECKS		30,267.97
010367	STANLEY MARKEY							
I-03/10/22 BOOTS	3/10/22 BOOT REIMBURSEMENT	E	6/22/2022	140.00		005096		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
008131	MARTIN BROTHERS DISTRIBUTING C							
I-9511517	FOOD FOR RESALE - CFAC	E	6/22/2022	1,722.89		005062		
I-9511519	FOOD FOR RESALE - PRAC	E	6/22/2022	886.28		005062		
I-9516832	FOOD FOR RESALE - CFAC	E	6/22/2022	262.98		005062		2,872.15
	*** VENDOR TOTALS ***					1 CHECKS		2,872.15

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009299	MICHELLE MAST							
I-06/2022 REFUND	06/22 LIFE GUARD TRAINING REMBS	R	6/20/2022	200.00		237024		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
002183	MCCLURE ENGINEERING CO							
I-211008-010 #3	PAY 3-18TH ST RECON/ASH-ANKBVD	R	6/20/2022	12,000.00		237025		12,000.00
	*** VENDOR TOTALS ***					1 CHECKS		12,000.00
011478	NANA AMA MCEWAN							
I-05292022-NAE	DAMAGE DEPOSIT REFUND	R	6/20/2022	100.00		237026		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
001864	MEDIX OCCUPATIONAL HEALTH SERV							
I-24565	MAY 2022 SERVICES	E	6/22/2022	4,894.72		005024		4,894.72
	*** VENDOR TOTALS ***					1 CHECKS		4,894.72
002492	MELLEN & ASSOCIATES INC							
I-031381 A	CHECK VALVE PARTS - MU	R	6/20/2022	6,400.00		237027		
I-031381 B	CHECK VALVE PARTS - MU	R	6/20/2022	184.00		237027		6,584.00
	*** VENDOR TOTALS ***					1 CHECKS		6,584.00
004747	MENARDS							
C-67956	CR: CONNECTORS - FD	R	6/20/2022	45.69CR		237028		
I-67376	1/2 GALLON JUG - PD	R	6/20/2022	409.27		237028		
I-67582	RESPIRATORS - PW	R	6/20/2022	42.45		237028		
I-67705	KNIFE SET - CG	R	6/20/2022	3.99		237028		
I-67891	LID/FSLGHT/FBRGLS/RAKE-ENG	R	6/20/2022	160.59		237028		
I-68110	FORKS/BBQ/TOOLBOX/GREASE-PRSC	R	6/20/2022	164.63		237028		
I-68141	CUTTER/COVER/GALV WIRE/HOSE-MU	R	6/20/2022	52.85		237028		
I-68142	MULCH - BAND SHELL	R	6/20/2022	166.54		237028		
I-68147	WEED AND GRASS KILLER/TORCH-MU	R	6/20/2022	87.42		237028		
I-68166	10 MONTH UNIFORMS - PK MAINT	R	6/20/2022	129.93		237028		
I-68210	FERTILIZER/WEED & FEED - PW	R	6/20/2022	83.37		237028		
I-68217	ORANG PAINT/SPRAYER-OC	R	6/20/2022	26.12		237028		
I-68246	SHELVES - ENGINEERING	R	6/20/2022	114.99		237028		
I-68257	WING NUTS FOR LIGHTS - FD	R	6/20/2022	14.79		237028		
I-68365	EPOXY - PW	R	6/20/2022	16.98		237028		
I-68367	HEATER PARTS - PRAC	R	6/20/2022	13.24		237028		
I-68370	GLOVES/MEASURING WHEEL - ENG	R	6/20/2022	108.97		237028		
I-68417	BUILDING SUPPLIES - PRSC	R	6/20/2022	133.40		237028		
I-68423	WD40/SOAP/BRUSH/BLEACH-MU	R	6/20/2022	207.28		237028		
I-68435	TIMER PARTS - PARK MAINT	R	6/20/2022	9.99		237028		
I-68437	HAMMER/MEASURING WHEEL - ENG	R	6/20/2022	104.93		237028		
I-68440	OSB - PW	R	6/20/2022	262.80		237028		
I-68442	CROCK UTILITY - FD	R	6/20/2022	7.56		237028		
I-68467	SLIDE PIPE - PRAC	R	6/20/2022	25.15		237028		
I-68478	KEY RING - PW	R	6/20/2022	5.67		237028		
I-68527	PIPE HANGER - PRAC	R	6/20/2022	49.30		237028		

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			DATE	AMOUNT		NO	STATUS	AMOUNT
I-68530	WEDGE ANCHORS - PW	R	6/20/2022	36.99		237028		
I-68549	HOSE CLAMP - AC	R	6/20/2022	18.24		237028		
I-68588	SPARK PLUG/PREMIX - FD	R	6/20/2022	74.13		237028		
I-68823	FBRGLSS/RULER/VEST/PRUNR-CD	R	6/20/2022	73.24		237028		2,559.12
			*** VENDOR TOTALS ***			1 CHECKS		2,559.12
007664	MERCY NORTH PHARMACY							
I-06/03/2022	EMS SUPPLIES - FD	R	6/20/2022	691.69		237029		691.69
			*** VENDOR TOTALS ***			1 CHECKS		691.69
009296	MERRITT COMPANY INC							
I-62128	JANITORIAL SUPPLIES - PSB	R	6/20/2022	540.66		237030		
I-62129	JANITORIAL SUPPLIES -SR CTR	R	6/20/2022	1,357.03		237030		1,897.69
			*** VENDOR TOTALS ***			1 CHECKS		1,897.69
001931	METRO WASTE AUTHORITY							
I-70020040	05/2022 MONTHLY CURB IT FEES	E	6/22/2022	85,412.73		005026		85,412.73
			*** VENDOR TOTALS ***			1 CHECKS		85,412.73
000271	MIDAMERICAN ENERGY COMPANY							
I-526728810	1599 NE 36TH ST TRAFFIC SIGNAL	E	6/22/2022	6.82		005009		6.82
			*** VENDOR TOTALS ***			1 CHECKS		6.82
009162	FRANTZEN FOUR LLC							
I-113928	FOOD FOR RESALE - AC	R	6/20/2022	3,520.00		237031		3,520.00
			*** VENDOR TOTALS ***			1 CHECKS		3,520.00
001019	KORY J MILLER							
I-6/10/2022	INSTRUCTOR MEAL REIMBURSEMENT	R	6/20/2022	33.03		237032		33.03
			*** VENDOR TOTALS ***			1 CHECKS		33.03
1	BARNETT, PAIGE							
I-000202206158735	US REFUND	R	6/20/2022	60.61		237084		60.61
1	BEERBOWER, CALEB							
I-000202206158705	US REFUND	R	6/20/2022	42.99		237085		42.99
1	BENDIXEN, COLT							
I-000202206158708	US REFUND	R	6/20/2022	28.78		237086		28.78
1	BOHALL, REBECCA							
I-000202206158715	US REFUND	R	6/20/2022	97.48		237087		97.48

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			DATE			NO	STATUS	AMOUNT
1	BOND, JENNIFER							
I-000202206158726	US REFUND	R	6/20/2022	59.75		237088		59.75
1	BROKAW, SETH							
I-000202206158687	US REFUND	R	6/20/2022	42.03		237089		42.03
1	BURNS, SUE							
I-000202206158734	US REFUND	R	6/20/2022	90.28		237090		90.28
1	CLARK, MOLLY							
I-000202206158698	US REFUND	R	6/20/2022	61.03		237091		61.03
1	CLARKE, ELIZABETH							
I-000202206158710	US REFUND	R	6/20/2022	5.52		237092		5.52
1	CROGHAN, DENNIS							
I-000202206158723	US REFUND	R	6/20/2022	42.97		237093		42.97
1	DAVIS, CONNOR							
I-000202206158709	US REFUND	R	6/20/2022	62.36		237094		62.36
1	DENNIS, TREVOR							
I-000202206158729	US REFUND	R	6/20/2022	61.06		237095		61.06
1	DEVORE, MARK							
I-000202206158716	US REFUND	R	6/20/2022	50.72		237096		50.72
1	ECOLOGIX LLC							
I-000202206158743	US REFUND	R	6/20/2022	98.66		237097		98.66
1	ENGLE, RANDI & RICHA							
I-000202206158699	US REFUND	R	6/20/2022	38.70		237098		38.70
1	ERICKSON, JESSICA							
I-000202206158689	US REFUND	R	6/20/2022	97.21		237099		97.21
1	FECTEAU, KYLE							
I-000202206158706	US REFUND	R	6/20/2022	53.32		237100		53.32
1	FISHER, MADELINE							
I-000202206158692	US REFUND	R	6/20/2022	22.26		237101		22.26
1	FLEMMENS, ZACHARY							
I-000202206158688	US REFUND	R	6/20/2022	54.37		237102		54.37

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1	FRY, ALEXIS							
I-000202206158690	US REFUND	R	6/20/2022	52.86		237103		52.86
1	FULLERTON, SAMANTHA							
I-000202206158721	US REFUND	R	6/20/2022	81.92		237104		81.92
1	GRUHN, ALEXIA							
I-000202206158724	US REFUND	R	6/20/2022	41.68		237105		41.68
1	HEMMER, SCOTT							
I-000202206158741	US REFUND	R	6/20/2022	61.05		237106		61.05
1	HENGVELD, APRIL							
I-000202206158695	US REFUND	R	6/20/2022	9.55		237107		9.55
1	HEUTON, NOAH							
I-000202206158730	US REFUND	R	6/20/2022	57.19		237108		57.19
1	HINES, SAYLOR							
I-000202206158694	US REFUND	R	6/20/2022	60.52		237109		60.52
1	HUSS, TRENT							
I-000202206158693	US REFUND	R	6/20/2022	41.90		237110		41.90
1	IHNS, COURTNEY							
I-000202206158736	US REFUND	R	6/20/2022	61.32		237111		61.32
1	INGAMELLS, BENJAMIN							
I-000202206158703	US REFUND	R	6/20/2022	49.23		237112		49.23
1	JENSEN, KALI							
I-000202206158731	US REFUND	R	6/20/2022	50.72		237113		50.72
1	JOHNSON, WADE							
I-000202206158737	US REFUND	R	6/20/2022	97.38		237114		97.38
1	JORRIN, LETICIA							
I-000202206158728	US REFUND	R	6/20/2022	64.94		237115		64.94
1	KECK, JUSTIN							
I-000202206158714	US REFUND	R	6/20/2022	35.22		237116		35.22
1	KISLING, TIMOTHY							
I-000202206158720	US REFUND	R	6/20/2022	92.25		237117		92.25

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			DATE			NO	STATUS	AMOUNT
1	KNESEL, COURTNEY							
I-000202206158697	US REFUND	R	6/20/2022	100.00		237118		100.00
1	LAVOIE, KATIE & AUST							
I-000202206158696	US REFUND	R	6/20/2022	99.91		237119		99.91
1	LITTLEJOHN, BRITTANI							
I-000202206158740	US REFUND	R	6/20/2022	97.42		237120		97.42
1	MADSEN, BRIAN							
I-000202206158719	US REFUND	R	6/20/2022	560.94		237121		560.94
1	MESEC, GILBERT							
I-000202206158738	US REFUND	R	6/20/2022	96.12		237122		96.12
1	NEW HORIZON CUISINE							
I-000202206158744	US REFUND	R	6/20/2022	100.00		237123		100.00
1	NICORATA, GREG							
I-000202206158725	US REFUND	R	6/20/2022	40.87		237124		40.87
1	OLSON, JANET K							
I-000202206158711	US REFUND	R	6/20/2022	45.56		237125		45.56
1	PARKER, SARAH							
I-000202206158704	US REFUND	R	6/20/2022	100.00		237126		100.00
1	PHILLIPS, EMILY							
I-000202206158684	US REFUND	R	6/20/2022	59.39		237127		59.39
1	REITER, CHARLIE							
I-000202206158702	US REFUND	R	6/20/2022	39.62		237128		39.62
1	RILEY, JONATHAN							
I-000202206158707	US REFUND	R	6/20/2022	64.94		237129		64.94
1	RUNESTAD, ANNA							
I-000202206158742	US REFUND	R	6/20/2022	52.82		237130		52.82
1	SCHROEDER, JORDAN							
I-000202206158712	US REFUND	R	6/20/2022	51.09		237131		51.09
1	SHUTES, RYAN							
I-000202206158701	US REFUND	R	6/20/2022	55.84		237132		55.84

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1	STEFANI, AARON							
I-000202206158713	US REFUND	R	6/20/2022	58.48		237133		58.48
1	STEGMAN, REBECCA							
I-000202206158700	US REFUND	R	6/20/2022	35.31		237134		35.31
1	SUTTON-VERMEULE, MAT							
I-000202206158717	US REFUND	R	6/20/2022	22.01		237135		22.01
1	SWEEDEN, MOLLY							
I-000202206158732	US REFUND	R	6/20/2022	58.47		237136		58.47
1	TC WELLNESS LLC							
I-000202206158722	US REFUND	R	6/20/2022	44.36		237137		44.36
1	TREJO, SARAH							
I-000202206158739	US REFUND	R	6/20/2022	100.00		237138		100.00
1	VARGAS, CESAR							
I-000202206158691	US REFUND	R	6/20/2022	55.90		237139		55.90
1	WALTON, JOSHUA							
I-000202206158686	US REFUND	R	6/20/2022	44.47		237140		44.47
1	WEBSTER, MICHAEL							
I-000202206158727	US REFUND	R	6/20/2022	7.93		237141		7.93
1	WESTBERG, CARLEE							
I-000202206158685	US REFUND	R	6/20/2022	49.24		237142		49.24
1	YOUNG, DEVON							
I-000202206158733	US REFUND	R	6/20/2022	53.32		237143		53.32
1	ZIEMER, EMMA							
I-000202206158718	US REFUND	R	6/20/2022	6.61		237144		6.61
			*** VENDOR TOTALS ***			61 CHECKS		4,028.45
010051	MOBOTREX INC							
I-258500	48V LED MODULES - TRAFFIC	E	6/22/2022	6,176.00		005077		6,176.00
			*** VENDOR TOTALS ***			1 CHECKS		6,176.00
006756	MTI DISTRIBUTING INC							
I-1338631-00	UNIT #652 FAN HOUSING	R	6/20/2022	147.61		237033		
I-1344609-00	BRACKETS/NUT/WASHER/MOUNT-PRSC	R	6/20/2022	197.44		237033		
I-1345085-00	BEARINGS - PRSC	R	6/20/2022	89.33		237033		
I-1345135-00	CASTER WHEEL - PRSC	R	6/20/2022	284.42		237033		718.80
			*** VENDOR TOTALS ***			1 CHECKS		718.80

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002032	MUNICIPAL COLLECTIONS OF AMERI							
I-55896	05/22 COLLECTION FEES	R	6/20/2022	333.75		237034		
I-55897	05/22 COLLECTION FEES-OLD	R	6/20/2022	139.70		237034		473.45
	*** VENDOR TOTALS ***					1 CHECKS		473.45
006750	MUNICIPAL PIPE TOOL							
C-32543-CR	CR: ENGINE MOUNT/WTR PUMP-MU	R	6/20/2022	378.00CR		237035		
I-32543	ENGINE MOUNT/WTR PUMP - MU	R	6/20/2022	378.00		237035		
I-32868	UNIT #742 REPAIRS	R	6/20/2022	2,256.41		237035		
I-32874	UNIT #741 CABLE ASSY	R	6/20/2022	383.92		237035		
I-32878	UNIT #741 REPAIRS	R	6/20/2022	1,113.88		237035		
I-33004	REPAIRS - MU	R	6/20/2022	58.83		237035		3,813.04
	*** VENDOR TOTALS ***					1 CHECKS		3,813.04
000350	MUNICIPAL SUPPLY INC							
I-0833057-IN	BLUE FLAGS - OC	R	6/20/2022	26.00		237036		
I-0833870-IN	METERS - MU	R	6/20/2022	27,088.00		237036		
I-0834329-IN	PRO RING/ADHESIVE - PW	R	6/20/2022	216.30		237036		
I-0834330-IN	SYSTEM SUPPLIES - MU	R	6/20/2022	2,083.60		237036		
I-0835322-IN	STREET REPAIRS - PW	R	6/20/2022	1,209.00		237036		
I-0835844-IN	NPPL/BALL VALVE - MU	R	6/20/2022	124.00		237036		30,746.90
	*** VENDOR TOTALS ***					1 CHECKS		30,746.90
006325	N B GOLF LLC							
I-315	2 PASS ONE DAY CLUB CAR-OC	R	6/20/2022	370.40		237037		370.40
	*** VENDOR TOTALS ***					1 CHECKS		370.40
003057	NAPA AUTO PARTS							
I-2986-686469	UNIT #132 RADIATOR CAP	R	6/20/2022	7.99		237038		
I-2986-686698	FUEL FILTER - CG	R	6/20/2022	44.90		237038		
I-2986-686729	OIL FILTER - CG	R	6/20/2022	8.45		237038		
I-2986-686737	TRANSMISSION FILTER - CG	R	6/20/2022	20.04		237038		
I-2986-686952	OIL/AIR/FUEL FILTERS - CG	R	6/20/2022	89.56		237038		
I-2986-686998	IDLER PULLEY - MU	R	6/20/2022	16.19		237038		
I-2986-687021	UNIT #921 BRAKE PADS/ROTORS	R	6/20/2022	238.05		237038		
I-2986-687060	FUEL LINE HOSE - CG	R	6/20/2022	31.25		237038		
I-2986-687172	OIL FILTERS - CG	R	6/20/2022	20.28		237038		
I-2986-687351	UNIT #410 REDI-SENSOR	R	6/20/2022	41.92		237038		
I-3851-425716	ALUM STEEL JACK - MU	R	6/20/2022	230.98		237038		749.61
	*** VENDOR TOTALS ***					1 CHECKS		749.61
001177	INTERNATIONAL IDENTIFICATION I							
I-144542	DOG PARK TAGS - PARK MAINT	R	6/20/2022	412.02		237039		412.02
	*** VENDOR TOTALS ***					1 CHECKS		412.02

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003164	NILLES ASSOCIATES INC							
I-21235.01 #1	PAY 1-DIAMOND HILLS GRNWX	E	6/22/2022	37,477.50		005037		37,477.50
	*** VENDOR TOTALS ***					1 CHECKS		37,477.50
000367	O'HALLORAN INTERNATIONAL							
I-31P154536	BATTERIES - PLOW TRUCKS	E	6/22/2022	250.00		005011		
I-31P158359	DAIGNOSTIC NAVISTAR ENGINE-CG	E	6/22/2022	600.00		005011		850.00
	*** VENDOR TOTALS ***					1 CHECKS		850.00
007222	OCLC ONLINE COMPUTER LIBRARY							
I-1000219817	6/1-6/30/22 WORLDSHARE ILL-KL	E	6/22/2022	45.71		005059		45.71
	*** VENDOR TOTALS ***					1 CHECKS		45.71
003727	ODP BUSINESS SOLUTIONS, LLC							
I-227846676001	PAPER - CH	R	6/20/2022	110.97		237040		
I-243603192008	CUPS - PW	R	6/20/2022	20.36		237040		
I-245255328001	POSTITS/LABELS/TAPE-OC	R	6/20/2022	58.86		237040		
I-245293697001	STAPLES/PAPER/CUPS - CH	R	6/20/2022	115.33		237040		
I-245293697002	CUPS - CH	R	6/20/2022	3.27		237040		
I-245305254001	ADDRESS LABELS - PW	R	6/20/2022	104.55		237040		
I-247212829001	WIPS/BAGS/TAPE -KL	R	6/20/2022	181.29		237040		594.63
	*** VENDOR TOTALS ***					1 CHECKS		594.63
009363	ON-TRACK CONSTRUCTION LLC							
I-PAY 3-36/WGL WTR	PAY 3-36TH ST/WGL WTR MN	R	6/20/2022	43,531.37		237041		43,531.37
	*** VENDOR TOTALS ***					1 CHECKS		43,531.37
003105	P & M APPAREL							
I-38270	HAMMER TEE PRINTED-FD	E	6/22/2022	192.00		005036		192.00
	*** VENDOR TOTALS ***					1 CHECKS		192.00
002191	PC PRINT CENTER							
I-052622-APL	SUMMER READING PACKETS - KL	R	6/20/2022	3,960.00		237042		3,960.00
	*** VENDOR TOTALS ***					1 CHECKS		3,960.00
002046	PEAK SOFTWARE SYSTEMS INC							
I-024599	SPORTSMAN ADD'L USERS 6MO-AC	R	6/20/2022	386.16		237043		386.16
	*** VENDOR TOTALS ***					1 CHECKS		386.16
002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-27344455	BEVERAGES FOR RESALE - CFAC	E	6/22/2022	105.10		005034		
I-27956657	BEVERAGES FOR RESALE -OC	E	6/22/2022	157.65		005034		
I-30209756	BEVERAGES FOR RESALE - CFAC	E	6/22/2022	807.46		005034		
I-30889606	BEVERAGES FOR RESALE -OC	E	6/22/2022	575.94		005034		
I-32613757	BEVERAGES FOR RESALE-OC	E	6/22/2022	240.75		005034		
I-34330556	BEVERAGES FOR RESALE -CFAC	E	6/22/2022	421.18		005034		2,308.08
	*** VENDOR TOTALS ***					1 CHECKS		2,308.08

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009158	PERFORMANCE FOODSERVICE - THOM							
I-6987208	FOOD FOR RESALE-OC	R	6/20/2022	1,210.55		237044		1,210.55
	*** VENDOR TOTALS ***					1 CHECKS		1,210.55
000384	PITNEY BOWES INC							
I-1020802845	RED INK - PD	E	6/22/2022	161.48		005012		161.48
	*** VENDOR TOTALS ***					1 CHECKS		161.48
003387	PJ IOWA LC PAPA JOHN'S PIZZA							
C-04/2022 CREDIT	04/2022 CREDIT ON ACCOUNT	R	6/20/2022	28.20CR		237045		
I-155842	05/28/22 PIZZA PRAC	R	6/20/2022	30.00		237045		
I-155843	5/28/22 PIZZA CFAC	R	6/20/2022	105.00		237045		
I-156951	5/26/22 PIZZA HAWKEYE	R	6/20/2022	7.00		237045		
I-156952	5/26/22 PIZZA HAWKEYE	R	6/20/2022	7.00		237045		
I-156953	05/28/22 PIZZA CFAC	R	6/20/2022	45.00		237045		
I-156954	05/29/22 PIZZA CFAC	R	6/20/2022	77.00		237045		
I-156955	5/29/22 PIZZA PRAC	R	6/20/2022	14.00		237045		
I-156956	5/29/22 PIZZA CFAC	R	6/20/2022	37.50		237045		
I-156957	5/29/22 PIZZA CFAC	R	6/20/2022	45.00		237045		
I-156960	5/30/22 PIZZA PRAC	R	6/20/2022	22.50		237045		
I-156961	5/30/22 PIZZA CFAC	R	6/20/2022	112.50		237045		
I-156963	5/30/22 PIZZA PRAC	R	6/20/2022	22.50		237045		
I-156964	5/30/22 PIZZA CFAC	R	6/20/2022	105.00		237045		
I-156965	5/30/22 PIZZA CFAC	R	6/20/2022	105.00		237045		
I-156967	5/31/22 PIZZA HAWKEYE	R	6/20/2022	7.50		237045		
I-156968	6/1/22 PIZZA HAWKEYE	R	6/20/2022	7.50		237045		
I-156970	6/1/22 PIZZA HAWKEYE	R	6/20/2022	7.50		237045		
I-156971	6/2/22 PIZZA PRAC	R	6/20/2022	22.50		237045		
I-156972	6/2/22 PIZZA CFAC	R	6/20/2022	82.50		237045		
I-156973	6/2/22 PIZZA CFAC	R	6/20/2022	97.50		237045		
I-156974	6/2/22 PIZZA PRAC	R	6/20/2022	15.00		237045		
I-156975	6/3/22 PIZZA PRAC	R	6/20/2022	22.50		237045		
I-156976	6/3/22 PIZZA CFAC	R	6/20/2022	90.00		237045		
I-156977	6/3/22 PIZZA CFAC	R	6/20/2022	112.50		237045		
I-156978	6/3/22 PIZZA PRAC	R	6/20/2022	22.50		237045		
I-156979	6/3/22 PIZZA CFAC	R	6/20/2022	75.00		237045		
I-156980	6/04/22 PIZZA P&R	R	6/20/2022	7.50		237045		
I-156981	6/4/22 PIZZA CFAC	R	6/20/2022	82.50		237045		
I-156982	6/4/22 PIZZA PRAC	R	6/20/2022	22.50		237045		
I-156983	6/4/22 PIZZA CFAC	R	6/20/2022	28.00		237045		
I-156984	6/5/22 PIZZA CFAC	R	6/20/2022	90.00		237045		
I-156985	06/05/22 PIZZA PRAC	R	6/20/2022	22.50		237045		
I-156986	06/05/22 PIZZA PRAC	R	6/20/2022	15.00		237045		
I-156987	06/05/22 PIZZA PRAC	R	6/20/2022	15.00		237045		
I-156988	6/5/22 PIZZA CFAC	R	6/20/2022	82.50		237045		
I-156989	6/5/22 PIZZA PRAC	R	6/20/2022	37.50		237045		
I-157005	6/2/22 PIZZA HAWKEYE	R	6/20/2022	15.00		237045		
I-157017	6/2/22 PIZZA CFAC	R	6/20/2022	112.50		237045		1,799.80
	*** VENDOR TOTALS ***					1 CHECKS		1,799.80

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009523	ADAM DRAKE							
I-06/30/22 BEATS	06/30/2022 BEATS AND EATS	R	6/20/2022	500.00		237047		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
000671	PLUMB SUPPLY COMPANY - DM							
I-8113700	SLIDE REPAIR PARTS - PRAC	R	6/20/2022	168.09		237048		168.09
	*** VENDOR TOTALS ***					1 CHECKS		168.09
003760	POLK COUNTY TREASURER							
I-B22-00325	BLOOD DRAW - J. VASTINE	R	6/20/2022	150.00		237049		
I-B22-00331	BLOOD DRAW - B. JOHNSON	R	6/20/2022	150.00		237049		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
009386	POMP'S TIRE SERVICE, INC							
I-1400081578	UNIT #104 TIRES	E	6/22/2022	118.76		005071		
I-1400081716	TIRES - SQUAD CARS	E	6/22/2022	917.46		005071		1,036.22
	*** VENDOR TOTALS ***					1 CHECKS		1,036.22
003247	PRAIRIE AG SUPPLY INC							
I-01-135907	CAP/ORINGS - OC	R	6/20/2022	61.85		237050		61.85
	*** VENDOR TOTALS ***					1 CHECKS		61.85
010191	PUBLIC CONSULTING GROUP LLC							
I-225324	7/1-6/30/21 GEMT PRGM FEE	R	6/20/2022	57,362.09		237051		57,362.09
	*** VENDOR TOTALS ***					1 CHECKS		57,362.09
007983	PUSH PEDAL PULL INC							
I-337467	TREADMILL MAINTENANCE - PD	R	6/20/2022	125.00		237052		125.00
	*** VENDOR TOTALS ***					1 CHECKS		125.00
006757	QUALITY STRIPING INC							
I-7707	DURABLE PAVEMENT MARKINGS	E	6/22/2022	95,203.75		005057		95,203.75
	*** VENDOR TOTALS ***					1 CHECKS		95,203.75
000344	QUICK SUPPLY CO							
I-QSC150023	FUTERRA BLANKET/STAPLE-MU	R	6/20/2022	369.90		237053		
I-QSC150304	LANDSCAPE BED MATERIALS-PKM	R	6/20/2022	131.75		237053		501.65
	*** VENDOR TOTALS ***					1 CHECKS		501.65
000587	RED WING SHOE STORE							
I-462-1-43770	BOOTS - GAGE LONG	E	6/22/2022	140.00		005018		
I-462-1-43794	BOOTS - MIKE MILLER	E	6/22/2022	140.00		005018		280.00
	*** VENDOR TOTALS ***					1 CHECKS		280.00

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008509	REDBUD LLC							
I-PAY 2-22 NTVE VEG	PAY 2-2022 NATIVE VEGETATION	E	6/22/2022	3,605.25		005064		3,605.25
	*** VENDOR TOTALS ***					1 CHECKS		3,605.25
006038	REILLY CONSTRUCTION CO INC							
I-PAY 11-1ST ST WDNG	PAY 11-W1ST ST WDNG/IMP PH1	R	6/20/2022	108,114.16		237054		108,114.16
	*** VENDOR TOTALS ***					1 CHECKS		108,114.16
008276	RELIANT FIRE APPARATUS INC							
I-3CI001556	STANCHION END/LENS/WRAP-FD	R	6/20/2022	526.91		237055		
I-3CI001559	GASKET - FD	R	6/20/2022	17.25		237055		544.16
	*** VENDOR TOTALS ***					1 CHECKS		544.16
001985	RIDD X PEST CONTROL							
I-63357	BEE TRATMENT - CFAC	E	6/22/2022	289.00		005027		
I-63599	CICADA KILLERS-HAWKEYE	E	6/22/2022	189.00		005027		478.00
	*** VENDOR TOTALS ***					1 CHECKS		478.00
011464	RJN GROUP, INC.							
I-381601	FLOW MONITORING - MU	E	6/22/2022	18,682.50		005087		
I-381602	FLOW MONITORING- MU	E	6/22/2022	9,110.00		005087		27,792.50
	*** VENDOR TOTALS ***					1 CHECKS		27,792.50
002099	GELCO SUPPLY INC							
I-68716	ROOT CONTROL - MU	R	6/20/2022	4,733.00		237056		4,733.00
	*** VENDOR TOTALS ***					1 CHECKS		4,733.00
006366	ROTELLA'S ITALIAN BAKERY INC							
I-W48389	FOOD FOR RESALE - OC	E	6/22/2022	173.70		005055		
I-W51285	FOOD FOR RESALE - OC	E	6/22/2022	88.68		005055		
I-W53729	FOOD FOR RESALE - OC	E	6/22/2022	58.63		005055		321.01
	*** VENDOR TOTALS ***					1 CHECKS		321.01
004079	STRAWBERRY PATCH							
I-93490	FALL LEAGUE SHIRTS - P&R	R	6/20/2022	309.00		237057		
I-93491	SPRING LEAGUE SHIRTS - P&R	R	6/20/2022	820.50		237057		
I-93543	VOLLEYBALL TSHIRTS - P&R	R	6/20/2022	146.00		237057		
I-93637	TSHIRTS - ACC	R	6/20/2022	260.00		237057		1,535.50
	*** VENDOR TOTALS ***					1 CHECKS		1,535.50
011484	BARBARA SAMMONS							
I-06/2022 REFUND	REFUND FOR DOUBLE CHG-KL	R	6/20/2022	37.00		237058		37.00
	*** VENDOR TOTALS ***					1 CHECKS		37.00

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005570	SANDRY FIRE SUPPLY LLC							
I-INV-021728	HELMETS - FD	E	6/22/2022	3,563.00		005050		3,563.00
	*** VENDOR TOTALS ***					1 CHECKS		3,563.00
008649	RACHEL SCHMIDT							
I-06/2022 SHOES	06/22 SHOE REIMBURSEMENT	E	6/22/2022	131.96		005094		131.96
	*** VENDOR TOTALS ***					1 CHECKS		131.96
001308	CRAIG SEARS							
I-5/27/2022	CDL LICENSE RENEW REIMBRSMNT	R	6/20/2022	32.00		237059		32.00
	*** VENDOR TOTALS ***					1 CHECKS		32.00
006074	JENNIFER SEASE							
I-6/05-6/08/22	6/5-6/8/22 TRAIN EXP RMBSMT	E	6/22/2022	701.33		005053		701.33
	*** VENDOR TOTALS ***					1 CHECKS		701.33
000425	SECRETARY OF STATE							
I-FY22 NOTARY-CC	FY22 NOTARY RENEWAL-C CAMPBELL	R	6/20/2022	30.00		237060		
I-FY22 NOTARY-ES	FY22 NOTARY RENEW-E SCHAEFFER	R	6/20/2022	30.00		237060		
I-FY22 NOTARY-SF	FY22 NOTARY RENEWAL-S FREEMAN	R	6/20/2022	30.00		237060		
I-FY22 NOTARY-TH	FY22 NOTARY RENEWAL-T HIGGINS	R	6/20/2022	30.00		237060		120.00
	*** VENDOR TOTALS ***					1 CHECKS		120.00
006962	NATHAN SHIMANEK							
I-6/01/2022	5/16-5/17/22 MEAL REIMBRSMNT	E	6/22/2022	71.30		005092		71.30
	*** VENDOR TOTALS ***					1 CHECKS		71.30
001103	SHRED-IT							
I-8001704002	5/25/2022 SHREDDING - PD	R	6/20/2022	60.14		237061		60.14
	*** VENDOR TOTALS ***					1 CHECKS		60.14
011471	SHUCK-BRITSON, INC.							
I-122.0690.03-1	SLIDE TOWER EVAL - PRAC	R	6/20/2022	4,000.00		237062		4,000.00
	*** VENDOR TOTALS ***					1 CHECKS		4,000.00
001923	LOCAL GOVERNMENT PROFESSIONAL							
I-2022-IC-0168	MAY 2022 SUPPLEMENT	E	6/22/2022	95.00		005025		95.00
	*** VENDOR TOTALS ***					1 CHECKS		95.00
000990	SNYDER & ASSOCIATES INC							
I-122.0629.01-1	STATE ST EXT TRAFFIC STDY	E	6/22/2022	7,656.28		005022		7,656.28
	*** VENDOR TOTALS ***					1 CHECKS		7,656.28

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011219	SOUTHERN ALUMINUM MANUFACTURIN							
I-149076	AMP TABLES	E	6/22/2022	14,079.00		005083		14,079.00
	*** VENDOR TOTALS ***					1 CHECKS		14,079.00
002339	STAPLES CONTRACT & COMMERCIAL							
I-3508235101	FOLDERS - PD	R	6/20/2022	38.26		237063		
I-3508364513	NOTEBOOKS - PD	R	6/20/2022	55.00		237063		93.26
	*** VENDOR TOTALS ***					1 CHECKS		93.26
000474	STATE HYGIENIC LABORATORY AR							
I-232944	5/31/2022 TESTING - MU	E	6/22/2022	62.00		005016		62.00
	*** VENDOR TOTALS ***					1 CHECKS		62.00
001335	STATE OF IOWA							
I-183836	5/6/22 BOILER INSPECTION-OC	R	6/20/2022	40.00		237064		40.00
	*** VENDOR TOTALS ***					1 CHECKS		40.00
004495	THE STATION CORNER INC							
I-2022-29	NUISANCE SVCS-NE 41ST ST	E	6/22/2022	50.00		005041		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
011352	STEPP MANUFACTURING							
I-061080	SINGLE AXLE MT - PW	E	6/22/2022	220.66		005084		220.66
	*** VENDOR TOTALS ***					1 CHECKS		220.66
006417	STERNQUIST CONSTRUCTION INC							
I-PAY 2-CROSSWINDS	PAY 2-SE CROSSWINDS RISE PH2	R	6/20/2022	336,560.06		237065		336,560.06
	*** VENDOR TOTALS ***					1 CHECKS		336,560.06
004250	GL DODGE CITY LLC							
I-155394	2021 RAM1500-DEV ENG	R	6/20/2022	25,380.00		237066		
I-155397	2021 RAM1500-DEV ENG	R	6/20/2022	25,380.00		237066		50,760.00
	*** VENDOR TOTALS ***					1 CHECKS		50,760.00
007010	SYMBOLARTS LLC							
I-0338743	AWARDS PROGRAM PINS/MEDAL-PD	R	6/20/2022	1,268.00		237067		1,268.00
	*** VENDOR TOTALS ***					1 CHECKS		1,268.00
000124	SYSICO IOWA INC							
C-239464507	CR: FOOD FOR RESALE - OC	R	6/20/2022	62.41CR		237068		
C-239491521	FOOD FOR RESALE -OC	R	6/20/2022	34.35CR		237068		
C-239495519	CR: FOOD FOR RESALE - OC	R	6/20/2022	15.75CR		237068		
C-239503241	CR: FOOD FOR RESALE - OC	R	6/20/2022	28.76CR		237068		
I-239713499	FOOD FOR RESALE - OC	R	6/20/2022	525.12		237068		
I-239714798	FOOD FOR RESALE -AC	R	6/20/2022	1,017.10		237068		
I-239715204	FOOD FOR RESALE - OC	R	6/20/2022	41.29		237068		
I-239716344	FOOD FOR RESALE - OC	R	6/20/2022	997.88		237068		
I-239722079	FOOD FOR RESALE-OC	R	6/20/2022	1,042.29		237068		

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I-239723415	FOOD FOR RESALE -AC	R	6/20/2022	1,129.43		237068		
I-239727883	FOOD FOR RESALE - OC	R	6/20/2022	131.16		237068		4,743.00
	*** VENDOR TOTALS ***					1 CHECKS		4,743.00
010068	T-MOBILE USA INC							
I-5/21/2022	4/21/22-5/20/22 STATEMENT	R	6/20/2022	943.52		237069		943.52
	*** VENDOR TOTALS ***					1 CHECKS		943.52
011485	SUSAN THORNTON							
I-02/2022MAILBOX	02/2022 MAILBOX DAMAGE	R	6/20/2022	63.00		237070		63.00
	*** VENDOR TOTALS ***					1 CHECKS		63.00
010127	TK ELEVATOR CORPORATION							
I-7000016525	ELEVATOR REPAIR - PD	E	6/22/2022	325.00		005079		325.00
	*** VENDOR TOTALS ***					1 CHECKS		325.00
006225	TOUR EDGE GOLF MFG INC							
I-IN-01553746	HOT LAUNCH TRAIL SET-OC PRO	R	6/20/2022	699.00		237071		699.00
	*** VENDOR TOTALS ***					1 CHECKS		699.00
004159	TOYNE INC							
I-IN0014594	FAN ASSY CAPACITOR - FD	R	6/20/2022	459.99		237072		459.99
	*** VENDOR TOTALS ***					1 CHECKS		459.99
004343	TRACTOR SUPPLY COMPANY							
I-100340107	UNIT #652 MOWER TIRE	R	6/20/2022	49.99		237073		
I-338664	POOL START UP - PK MAINT	R	6/20/2022	20.00		237073		
I-576813	POOL START UP - PARK MAINT	R	6/20/2022	65.98		237073		
I-580048	PUMP - PW	R	6/20/2022	129.99		237073		265.96
	*** VENDOR TOTALS ***					1 CHECKS		265.96
006765	TRAFFIC CONTROL CORPORATION							
I-134368	POWER SUPPLY RACK MOUNT - TRFC	E	6/22/2022	350.00		005058		350.00
	*** VENDOR TOTALS ***					1 CHECKS		350.00
000465	TREASURER STATE OF IOWA							
I-06/10/2022	MONTHLY SALES & EXCISE TAXES	D	6/10/2022	114,092.00		001976		114,092.00
	*** VENDOR TOTALS ***					1 CHECKS		114,092.00
000468	TRUCK EQUIPMENT INC							
I-306924	UNIT #220 NOZZLE	E	6/22/2022	544.56		005015		544.56
	*** VENDOR TOTALS ***					1 CHECKS		544.56

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003190	TRUGREEN L P							
I-48475997	SPRING BROADLEAF APPLICATION	R	6/20/2022	23,587.83		237074		
I-59719737	EAB TREE INFECTIONS	R	6/20/2022	9,128.93		237074		32,716.76
	*** VENDOR TOTALS ***					1 CHECKS		32,716.76
003278	DAVIS EQUIPMENT CORPORATION							
I-OI53363	BLADE - PRSC	E	6/22/2022	234.45		005038		234.45
	*** VENDOR TOTALS ***					1 CHECKS		234.45
000966	U S BANK							
I-05/22 P-CARD STMT	U S BANK	D	6/20/2022	35,591.73		001975		35,591.73
	*** VENDOR TOTALS ***					1 CHECKS		35,591.73
005813	EXECUTIVE SERVICES INC							
I-74136	BUSINESS CARDS TC/CW -FD	E	6/22/2022	105.40		005051		
I-74379	ENVELOPES - P&R	E	6/22/2022	187.54		005051		
I-74503	BUSINESS CARDS-SHOEMAKER/STAMY	E	6/22/2022	146.68		005051		
I-74824	ENVELOPES - CH	E	6/22/2022	148.47		005051		588.09
	*** VENDOR TOTALS ***					1 CHECKS		588.09
002135	UPHDM OCCUPATIONAL MEDICINE							
I-127264	05/2022 SERVICES	R	6/20/2022	6,968.00		237075		6,968.00
	*** VENDOR TOTALS ***					1 CHECKS		6,968.00
000858	V & V MANUFACTURING INC							
I-55129	POLICE BADGES - PD	R	6/20/2022	231.90		237076		
I-55130	POLICE BADGES - PD	R	6/20/2022	463.80		237076		695.70
	*** VENDOR TOTALS ***					1 CHECKS		695.70
010506	ASHLIE VAN HORN							
I-05/22-06/22 ZUMBA	5/22-6/22 ZUMBA CLASSES	E	6/22/2022	150.00		005099		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
005012	VAN-WALL EQUIPMENT INC							
I-5567082	UNIT 814 BALL BEARING	E	6/22/2022	91.72		005046		
I-5570546	BALL BEARING - PRSC	E	6/22/2022	12.48		005046		
I-5570613	MOWER BLADES - PRSC	E	6/22/2022	41.46		005046		
I-5571150	UNIT #814 HUB KIT/FRT	E	6/22/2022	24.33		005046		
I-5571154	UNIT #814 HPX GATOR	E	6/22/2022	201.98		005046		
I-5575192	PUSH PULL CABLE - PRSC	E	6/22/2022	86.43		005046		
I-5576973	BOOM ACTUATOR - PRSC	E	6/22/2022	1,255.17		005046		
I-5578159	UNIT #814 KEY / BRAKE PAD	E	6/22/2022	4.82		005046		1,718.39
	*** VENDOR TOTALS ***					1 CHECKS		1,718.39

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000519	VERMEER SALES & SERVICE IOWA							
I-00509902	NOTCH FELLING - PW	E	6/22/2022	55.95		005017		55.95
	*** VENDOR TOTALS ***					1 CHECKS		55.95
000482	WALMART COMMUNITY							
I-07542	BACTINE/SICISSORS/BNDGES-AC	R	6/20/2022	200.14		237077		
I-07839	WALL CLOCK/CLNR/BATTS-AC	R	6/20/2022	29.45		237077		229.59
	*** VENDOR TOTALS ***					1 CHECKS		229.59
004796	WALSH DOOR & HARDWARE COMPANY							
I-781220	BORING LABS FOR MILESTONE	R	6/20/2022	377.07		237078		377.07
	*** VENDOR TOTALS ***					1 CHECKS		377.07
002569	WASTE CONNECTIONS INC							
I-3320533T071	04/11/22&05/2022 SVCS-ACC/FD	R	6/20/2022	288.70		237079		
I-3320537T071	05/01/22-05/31/22 SERVICES-OCF	R	6/20/2022	238.67		237079		
I-3331807T071	6/01-6/30/22 SVCS - PW MAINT	R	6/20/2022	312.05		237079		
I-3331808T071	6/1-6/30/22 SVCS - PRSC	R	6/20/2022	385.60		237079		
I-3331867T071	6/1-6/30/22 SVCS - PRAC	R	6/20/2022	343.60		237079		
I-3333822T071	6/1-6/30/22 SVCS - AMP	R	6/20/2022	44.76		237079		
I-3333824T071	6/1-6/30/22 SVCS - CFAC	R	6/20/2022	179.00		237079		
I-3333825T071	06/01-06/30/22 SVCS - CH	R	6/20/2022	61.64		237079		
I-3333827T071	6/01-6/30/22 SVCS - FS#2	R	6/20/2022	59.67		237079		
I-3333828T071	06/01-06/30/22 SVCS - FS#1/ACC	R	6/20/2022	260.70		237079		
I-3333829T071	6/01-6/30/22 SVCS - FS#3	R	6/20/2022	59.67		237079		
I-3333830T071	06/01/22-06/30/22 SERVICES-KL	R	6/20/2022	81.86		237079		
I-3333831T071	6/1-6/30/22 SVCS - HAWKEYE	R	6/20/2022	44.75		237079		
I-3333832T071	6/1-6/30/22 SERVICES -OC PRO	R	6/20/2022	238.67		237079		
I-3333833T071	6/1-6/30/22 SERVICES -OCM	R	6/20/2022	89.51		237079		
I-3333834T071	6/01-6/30/22 SVCS - PW MAINT	R	6/20/2022	275.79		237079		
I-3333835T071	6/1-6/30/22 SVCS - PRSC	R	6/20/2022	238.67		237079		
I-3333836T071	6/1-6/30/22 SVCS - PARK MAINT	R	6/20/2022	238.67		237079		
I-3333837T071	6/1-6/30/22 SVCS - PD	R	6/20/2022	59.67		237079		
I-3333838T071	6/1-6/30/22 SVCS - PRAC	R	6/20/2022	119.33		237079		
I-3333839T071	6/1-6/30/22 SVCS - PRSC	R	6/20/2022	238.67		237079		
I-3333840T071	06/01-06/30/22 SVCS - PSB	R	6/20/2022	76.56		237079		
I-3333841T071	6/1-6/30/22 SVCS - PRSC	R	6/20/2022	119.34		237079		
I-3333842T071	6/01-6/30/22 SVCS-WASTE WATER	R	6/20/2022	91.47		237079		4,147.02
	*** VENDOR TOTALS ***					1 CHECKS		4,147.02
007822	WEE'S TEES LLC							
I-13460	UNIFORM EMBROIDERY - PARK MAIN	R	6/20/2022	140.00		237080		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 6/09/2022 THRU 6/22/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011481	WELLMARK ADVANTAGE HEALTH PLAN							
I-AFD25380	REFUND	R	6/20/2022	294.63		237081		294.63
	*** VENDOR TOTALS ***					1 CHECKS		294.63
006296	JEFFREY WELLS							
I-06/2022 TUITION	01/10/22-05/05/22 TUITION	E	6/22/2022	612.00		005091		612.00
	*** VENDOR TOTALS ***					1 CHECKS		612.00
007146	MICHAEL E WILLIAMS							
I-05/16/22-05/20/22	05/16/22-05/20/22 MEALS	R	6/20/2022	56.47		237082		56.47
	*** VENDOR TOTALS ***					1 CHECKS		56.47
009569	WPS MEDICARE PART B							
I-AFD24921	OVERPAYMENT REIMBURSEMENT	R	6/20/2022	349.51		237083		349.51
	*** VENDOR TOTALS ***					1 CHECKS		349.51
002783	ZIEGLER INC							
I-IN000522906	UNIT #255 PAD A	E	6/22/2022	599.64		005035		
I-IN000531777	UNIT #255 WASHER	E	6/22/2022	18.88		005035		
I-IN000531839	UNIT #255 COTTER PIN	E	6/22/2022	4.24		005035		622.76
	*** VENDOR TOTALS ***					1 CHECKS		622.76
008820	SIOUXLAND TURF PRODUCTS INC							
I-167494	HEALTHY GROW - OC	E	6/22/2022	420.00		005066		
I-167949	WETTING AGENTS - PRSC	E	6/22/2022	9,481.74		005066		9,901.74
	*** VENDOR TOTALS ***					1 CHECKS		9,901.74

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	203	2,113,543.34	0.00	2,113,543.34
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	149,683.73	0.00	149,683.73
EFT:	98	1,887,209.08	0.00	1,887,209.08
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGBW TOTALS:	303	4,150,436.15	0.00	4,150,436.15
BANK: APGBW TOTALS:	303	4,150,436.15	0.00	4,150,436.15
REPORT TOTALS:	303	4,150,436.15	0.00	4,150,436.15

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny
VENDOR: ALL
BANK CODES: Include: APGWB
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 6/09/2022 THRU 6/22/2022
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

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** naming depositories for the City of Ankeny.

EXECUTIVE SUMMARY:

The attached resolution provides the addition of Peoples Bank on the City's depository resolution. Peoples Bank has branches in Clive in Polk County and in Waukee in Dallas County. Per Iowa Code 12C.4, city treasurers or city financial officers are allowed to deposit funds in depositories located in the county in which the city is located or in an adjoining county. Dallas County is an adjoining county of Polk County of which Ankeny is located in. The maximum balance in effect by this depository resolution is \$25,000,000.

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

RESOLUTION 2022-

A RESOLUTION NAMING DEPOSITORIES FOR THE CITY OF ANKENY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, that it approves the following list of financial institutions to be depositories of the City of Ankeny, Iowa, pursuant to Chapter 12C.2 of the Code of Iowa.

The Finance Officer is hereby authorized to deposit the City of Ankeny, Iowa, funds in amounts not to exceed the maximum approved for each respective financial institution as set out below:

Depository Name	Location of Home Office	Maximum Balance in effect under prior resolution	Maximum Balance in effect under this resolution
Availa Bank	Carroll, IA	\$25,000,000	\$25,000,000
Bank of the West	San Francisco, CA	\$25,000,000	\$25,000,000
Bankers Trust Company	Des Moines, IA	\$25,000,000	\$25,000,000
Central Bank	Storm Lake, IA	\$25,000,000	\$25,000,000
Charter Bank	Johnston, IA	\$25,000,000	\$25,000,000
Community State Bank	Ankeny, IA	\$25,000,000	\$25,000,000
Farmers State Bank	Waterloo, IA	\$25,000,000	\$25,000,000
First Interstate Bank	Billings, MT	\$100,000,000	\$100,000,000
First National Bank	Ames, IA	\$25,000,000	\$25,000,000
Great Southern Bank	Reeds Spring, MO	\$25,000,000	\$25,000,000
Lincoln Savings Bank	Cedar Falls, IA	\$25,000,000	\$25,000,000
Northwest Bank	Spencer, IA	\$25,000,000	\$25,000,000
Peoples Bank	Rock Valley, IA	\$0	\$25,000,000
South Story Bank & Trust	Huxley, IA	\$25,000,000	\$25,000,000
Two Rivers Bank & Trust	Burlington, IA	\$25,000,000	\$25,000,000
US Bank	Cincinnati, OH	\$25,000,000	\$25,000,000
Wells Fargo Bank	Sioux Falls, SD	\$25,000,000	\$25,000,000

Passed and approved this 20th day of June, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to accept the Civil Service Commission certified lists for appointment to: Utilities Operator Assistant in the Municipal Utilities Department; Permits Technician in the Community Development Department; Engineering Technician II in the Municipal Utilities Department; Park Maintenance Technician II in the Parks and Recreation Department; and Groundskeeper II in the Parks and Recreation Department; subject to passing any further departmental requirements.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend acceptance of the Civil Service Commission certified lists for appointment to: Utilities Operator Assistant in the Municipal Utilities Department; Permits Technician in the Community Development Department; Engineering Technician II in the Municipal Utilities Department; Park Maintenance Technician II in the Parks and Recreation Department; and Groundskeeper II in the Parks and Recreation Department; subject to passing any further departmental requirements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [civil service certified lists](#)

June 20, 2022

To: The Honorable Mark Holm, Mayor, and City Council Members

From: Civil Service Commission

At the June 13, 2022, meeting of the Civil Service Commission, the following applicants were certified eligible for appointment, subject to passing all other requirements.

Utilities Operator Assistant:

RANK	LAST NAME	FIRST NAME
1	D'antonio	Paul
1	Hanson	Michael
3	Crane	Nathan
3	McGill	Josiah
5	Heth	John
5	Limkeman	Cory
5	Villa	Andrew
8	Hammond	Tyler

8	Heath	Elijah
10	Butler	Wesley
11	Hansen	Blake
12	Fazio	Nick
13	Russo	Wendell
14	Andreassen	Matthew
14	Farlow	Jacob
16	Hendrickson	Eric
17	Miller	Michael

Permits Technician-promotional:

RANK	LAST NAME	FIRST NAME
1	Santee	Carmen

Engineering Technician II-promotional:

RANK	LAST NAME	FIRST NAME
1	Zuspann	Melissa

Park Maintenance Technician II-promotional:

RANK	LAST NAME	FIRST NAME
1	Requist	Klint

Groundskeeper II-promotional:

RANK	LAST NAME	FIRST NAME
1	Kaiser	Jason

Respectfully submitted,

Dawn Gean

Dawn Gean, Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements for Grove Landing Plat 5.

EXECUTIVE SUMMARY:

The Grove Landing Plat 5 is a proposed 16.14-acre (+/-) final plat located south of NW 18th Street and west of NW Weigel Drive, situated between the Grove Landing Plats 1 & 2. The subject final plat contains 56 lots that are all zoned *Grove Landing PUD*. The subject area is identified as being a part of Parcels C & D within the PUD, with the underlying zoning of both parcels being R-3 with restrictions. Lots 1-10 and 47-56 belong to PUD Parcel C and will contain bi-attached lots, while lots 11-46 are associated with PUD Parcel D and will be comprised of standard single-family lots. A buffer easement is proposed along the north side of the plat that will contain plantings to help buffer the development from NW 18th Street. The subject final plat is part of the Grove Landing PUD that received City Council approval in February 2021.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended approval at their meeting on February 8, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 P&Z Commission Minutes
 Final Plat Drawing
 Staff Report
 Map
 Letter of Request

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, WARRANTY DEED TO STREETS, SUBDIVISION BONDS FOR SEEDING AND EROSION CONTROL, PERFORMANCE AND MAINTENANCE BONDS FOR PUBLIC IMPROVEMENTS, AND PLATTED EASEMENTS FOR GROVE LANDING PLAT 5.

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of the final plat for Grove Landing Plat 5 on the 8th day of February 2022; and

WHEREAS, the attorney's title opinion, warranty deed to streets, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements have been submitted and approved by the City Engineer and the Director of Community Development of the City of Ankeny, Iowa.

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

1. That the final plat for Grove Landing Plat 5 is hereby approved; and
2. That the warranty deed to streets is hereby accepted; and
3. That the subdivision bonds for seeding and erosion control are hereby accepted; and
4. That the performance and maintenance bonds for paving and underground improvements are hereby accepted; and
5. That the public gas easement, public drainage easement, public storm sewer easement, public utility easement, and public landscape buffer easement are hereby accepted.

PASSED AND APPROVED this 20th day of June, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, February 8, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair T.Flack called the February 8, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Rapp to approve the February 8, 2022 agenda without amendments. Second by L.West. All voted aye. Motion carried 6 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no citizen requests.

CONSENT AGENDA ITEMS

Item #2. Grove Landing Plat 5 Final Plat

Motion to recommend City Council approval of the Grove Landing Plat 5 Final Plat.

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

INDEX LEGEND	
CITY: ANKENY	
COUNTY: POLK	
STR: SECTION 17, T80N, R24W - NE1/4 NE1/4	
PROPRIETOR: GROVE LANDING DEVELOPMENT, LLC	
REQUESTED BY: GROVE LANDING DEVELOPMENT, LLC	
SURVEYOR: MICHAEL LEE	
COMPANY: MCCLURE ENGINEERING	
RETURN TO: MICHAEL LEE	
1380 NW 121ST STREET, STE A	
CLIVE, IOWA 50325 / 515-964-1229	

ROLL CALL	Plan & Zoning Commission
City, IA	Ankeny, IA
Date	February 8, 2022
Ayes	6
Nays	0
Abstain	0
APPROVED	
Chairperson	J. Flack
Secretary	B. Engstrom

ZONING:
GROVE LANDING P.U.D.

BULK REGULATIONS
LOTS 1-10 & 47-56, PUD PARCEL C
FRONT SETBACK = 25' MINIMUM
SIDE SETBACK = 5' MINIMUM ONE SIDE, 10' MINIMUM
TOTAL SUM OF THE SIDE YARD SETBACK
REAR SETBACK = 25' MINIMUM
LOT WIDTH = 40' MINIMUM
LOT AREA = 4,000 SF MINIMUM

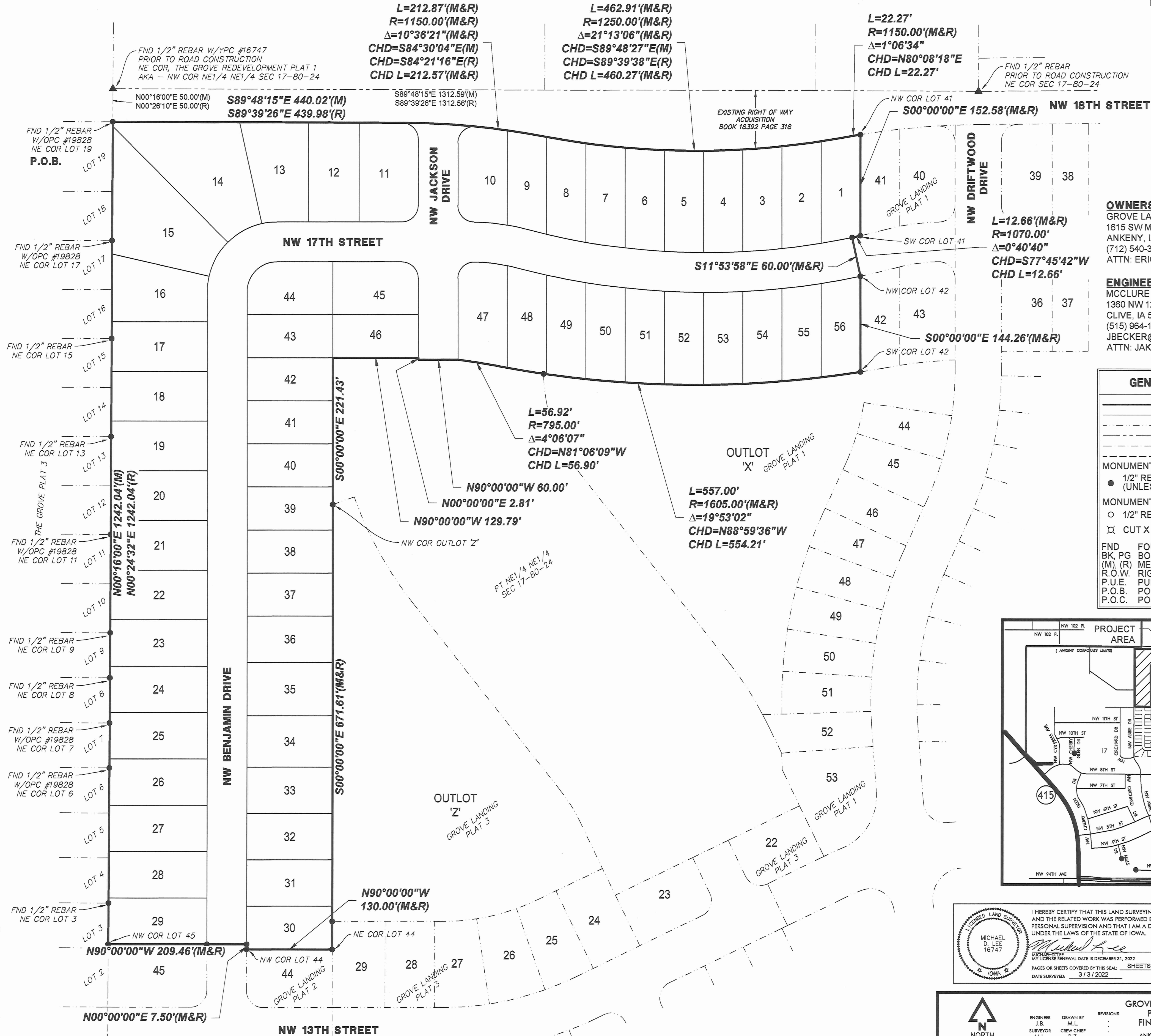
LOTS 11-46, PUD PARCEL D
FRONT SETBACK = 25' MINIMUM
SIDE SETBACK = 7.5' MINIMUM ONE SIDE, 15' MINIMUM
TOTAL SUM OF THE SIDE YARD SETBACK
REAR SETBACK = 30' MINIMUM
LOT WIDTH = 60' MINIMUM
LOT AREA = 6,000 SF MINIMUM

LEGAL DESCRIPTION:
A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, 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 NORTHEAST CORNER OF LOT 19, THE GROVE PLAT 3, AN OFFICIAL PLAT; THENCE SOUTH 89°48'15" EAST ALONG THE SOUTH LINE OF NW 18TH STREET AND THE ACQUISITION PLAT RECORDED IN BOOK 18392 PAGE 318, A DISTANCE OF 440.02 FEET; THENCE EASTERLY ALONG SAID SOUTH LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1150.00 FEET, WHOSE ARC LENGTH IS 212.87 FEET AND WHOSE CHORD BEARS SOUTH 84°30'04" EAST, 212.57 FEET; THENCE EASTERLY ALONG SAID SOUTH LINE AND A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1250.00 FEET, WHOSE ARC LENGTH IS 462.91 FEET AND WHOSE CHORD BEARS SOUTH 89°48'27" EAST, 460.27 FEET; THENCE EASTERLY ALONG SAID SOUTH LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1150.00 FEET, WHOSE ARC LENGTH IS 22.27 FEET AND WHOSE CHORD BEARS NORTH 80°08'18" EAST, 22.27 FEET TO THE NORTHWEST CORNER OF LOT 41, GROVE LANDING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 00°00'00" EAST ALONG THE WESTERLY LINE OF SAID GROVE LANDING PLAT 1, A DISTANCE OF 152.58 FEET TO THE SOUTHWEST CORNER OF LOT 41, GROVE LANDING PLAT 1; THENCE WESTERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1070.00 FEET, WHOSE ARC LENGTH IS 12.66 FEET AND WHOSE CHORD BEARS SOUTH 77°45'42" WEST, 12.66 FEET; THENCE SOUTH 11°53'58" EAST ALONG SAID WESTERLY LINE, 60.00 FEET TO THE NORTHWEST CORNER OF LOT 42, GROVE LANDING PLAT 1; THENCE SOUTH 00°00'00" EAST ALONG SAID WESTERLY LINE, 144.26 FEET TO THE SOUTHWEST CORNER OF LOT 42, GROVE LANDING PLAT 1; THENCE WESTERLY ALONG SAID WESTERLY LINE AND EXTENDING WEST THEREFROM A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1605.00 FEET, WHOSE ARC LENGTH IS 557.00 FEET AND WHOSE CHORD BEARS NORTH 88°59'38" WEST, 554.21 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 795.00 FEET, WHOSE ARC LENGTH IS 56.92 FEET AND WHOSE CHORD BEARS NORTH 81°06'09" WEST, 56.90 FEET; THENCE NORTH 90°00'00" WEST, 60.00 FEET; THENCE NORTH 00°00'00" EAST, 2.81 FEET; THENCE NORTH 90°00'00" WEST, 129.79 FEET; THENCE SOUTH 00°00'00" EAST, 221.43 FEET TO THE NORTHWEST CORNER OF OUTLOT 'Z', GROVE LANDING PLAT 3 AN OFFICIAL PLAT; THENCE SOUTH 00°00'00" EAST ALONG THE WEST LINE OF SAID GROVE LANDING PLAT 3, A DISTANCE OF 671.61 FEET TO THE NORTHEAST CORNER OF LOT 44, GROVE LANDING PLAT 2, AN OFFICIAL PLAT; THENCE NORTH 90°00'00" WEST ALONG THE NORTH LINE OF GROVE LANDING PLAT 2, A DISTANCE OF 130.00 FEET TO THE NORTHWEST CORNER OF LOT 44, GROVE LANDING PLAT 2; THENCE NORTH 00°00'00" EAST ALONG SAID NORTH LINE, 7.50 FEET; THENCE NORTH 90°00'00" WEST ALONG SAID NORTH LINE, 209.46 FEET TO THE NORTHWEST CORNER OF LOT 45, GROVE LANDING PLAT 2; THENCE NORTH 00°16'00" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, A DISTANCE OF 1242.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.14 ACRES (702,900 SQUARE FEET) THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTES:
- LOT 'A' IS DEDICATED TO THE CITY AS PUBLIC RIGHT OF WAY BY ACCEPTANCE OF THE PLAT.
- THE PROPERTY IS LOCATED IN FEMA FLOOD MAP 19153C0185F WITH AN EFFECTIVE DATE OF 2/1/2019
- LOTS 10 AND 11 SHALL HAVE NO DIRECT ACCESS ONTO NW JACKSON DRIVE
- LOTS 1 THROUGH 14 SHALL HAVE NO DIRECT ACCESS ONTO NW 18TH STREET
- THE DEVELOPER WILL BE RESPONSIBLE FOR STREET LIGHT INSTALLATION
- LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS (MPE) AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.
- THE DRIVEWAY FOR LOT 55 SHALL BE CONSTRUCTED TO AVOID THE MANHOLE.
- LOTS 1 THROUGH 14 CONTAIN A 25' LANDSCAPE BUFFER EASEMENT ADJACENT TO NW 18TH STREET. THE LANDSCAPE BUFFER EASEMENT REQUIRES THE HOMEOWNER TO PLANT TWO TREES PLUS SIX SHRUBS OR THREE TREES PLUS THREE SHRUBS. NO FENCES OR ACCESSORY STRUCTURES ARE ALLOWED WITHIN THE BUFFER EASEMENT. THE LANDSCAPING SHALL BE INSTALLED AT THE TIME OF HOME CONSTRUCTION.

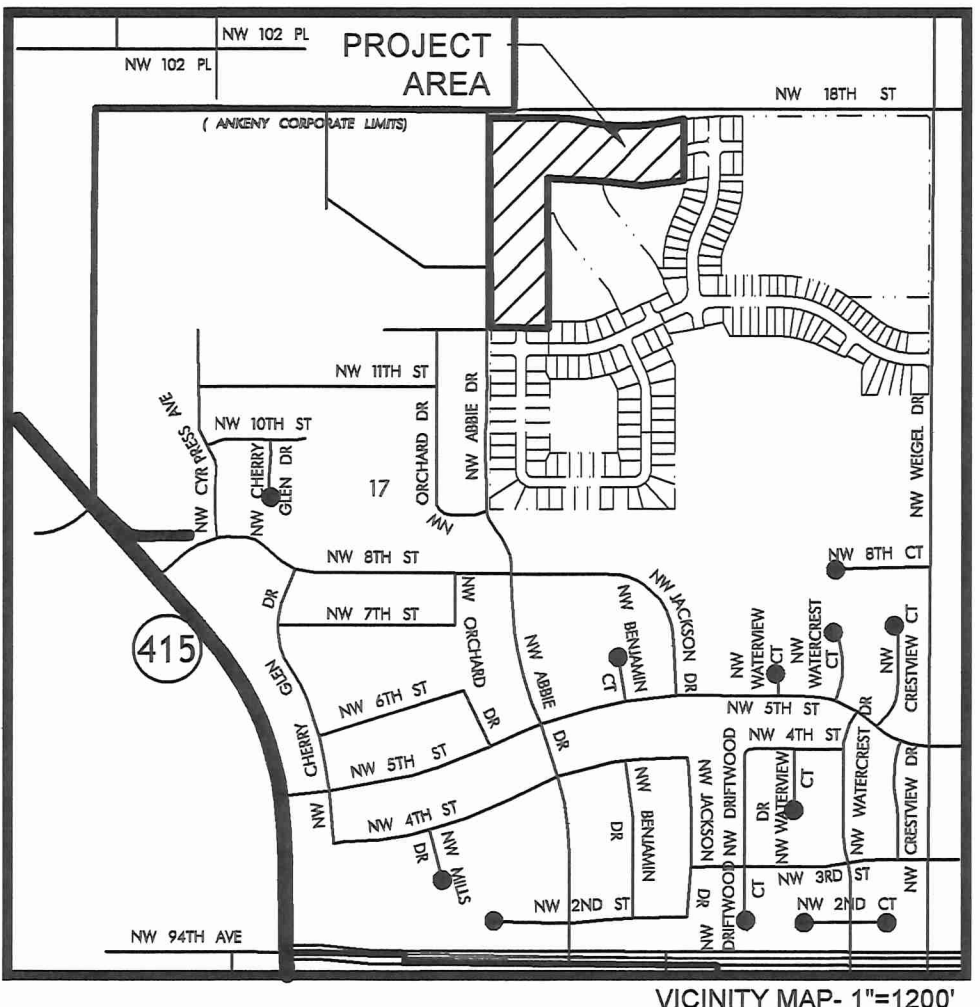
**GROVE LANDING PLAT 5
ANKENY, IOWA
FINAL PLAT**



OWNERS:
GROVE LANDING DEVELOPMENT, LLC
1615 SW MAIN STREET, SUITE #207
ANKENY, IA 50021
(712) 540-3756
ATTN: ERIC BOHNENKAMP

ENGINEER:
MCCLURE
1360 NW 121ST STREET
CLIVE, IA 50325
(515) 964-1229
JBECKER@MECRESULTS.COM
ATTN: JAKE BECKER

GENERAL LEGEND	
	SURVEY BOUNDARY
	PROPOSED LOT
	EXIST PROPERTY LINE
	SECTION LINE
	SETBACK LINE
	PROPOSED EASEMENT
MONUMENTS FOUND:	
	1/2" REBAR W/PC #16747 (UNLESS NOTED OTHERWISE)
	MONUMENTS SET:
	1/2" REBAR W/PC #16747
	CUT X
FND FOUND	
BK PG BOOK AND PAGE	
(M) (R) MEASURED, RECORDED	
P.O.W. RIGHT-OF-WAY	
P.U.E. PUBLIC UTILITY EASEMENT	
P.O.B. POINT OF BEGINNING	
P.O.C. POINT OF COMMENCEMENT	



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MICHAEL LEE
16747
DATE SURVEYED: 3/3/2022
SHEETS 1 - 3

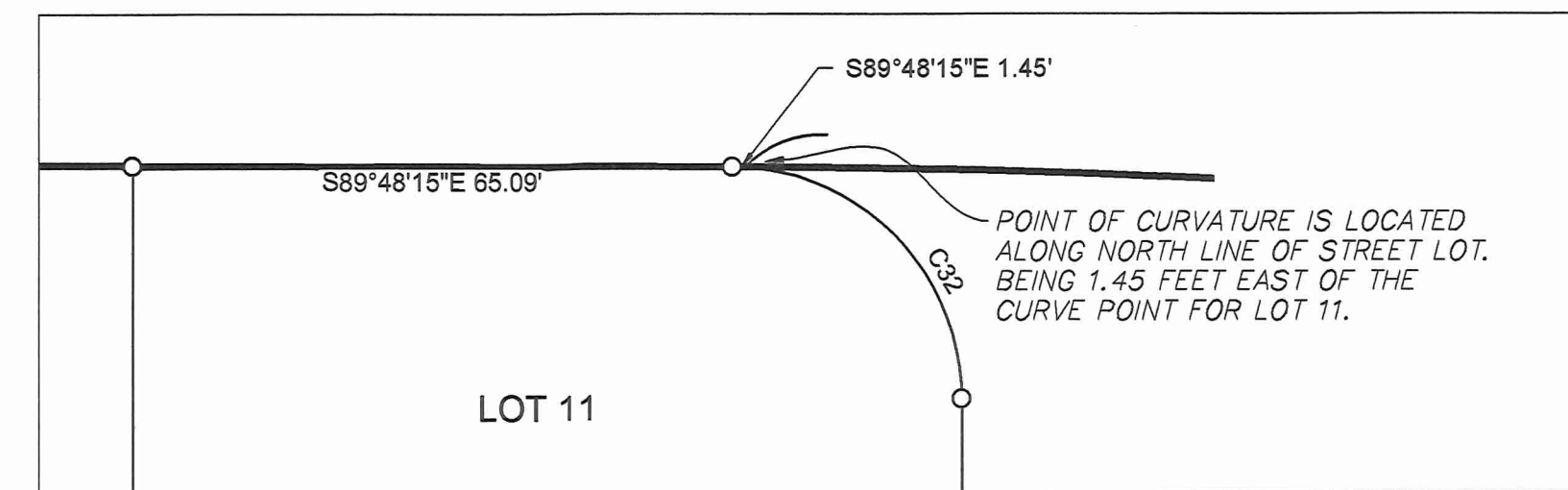
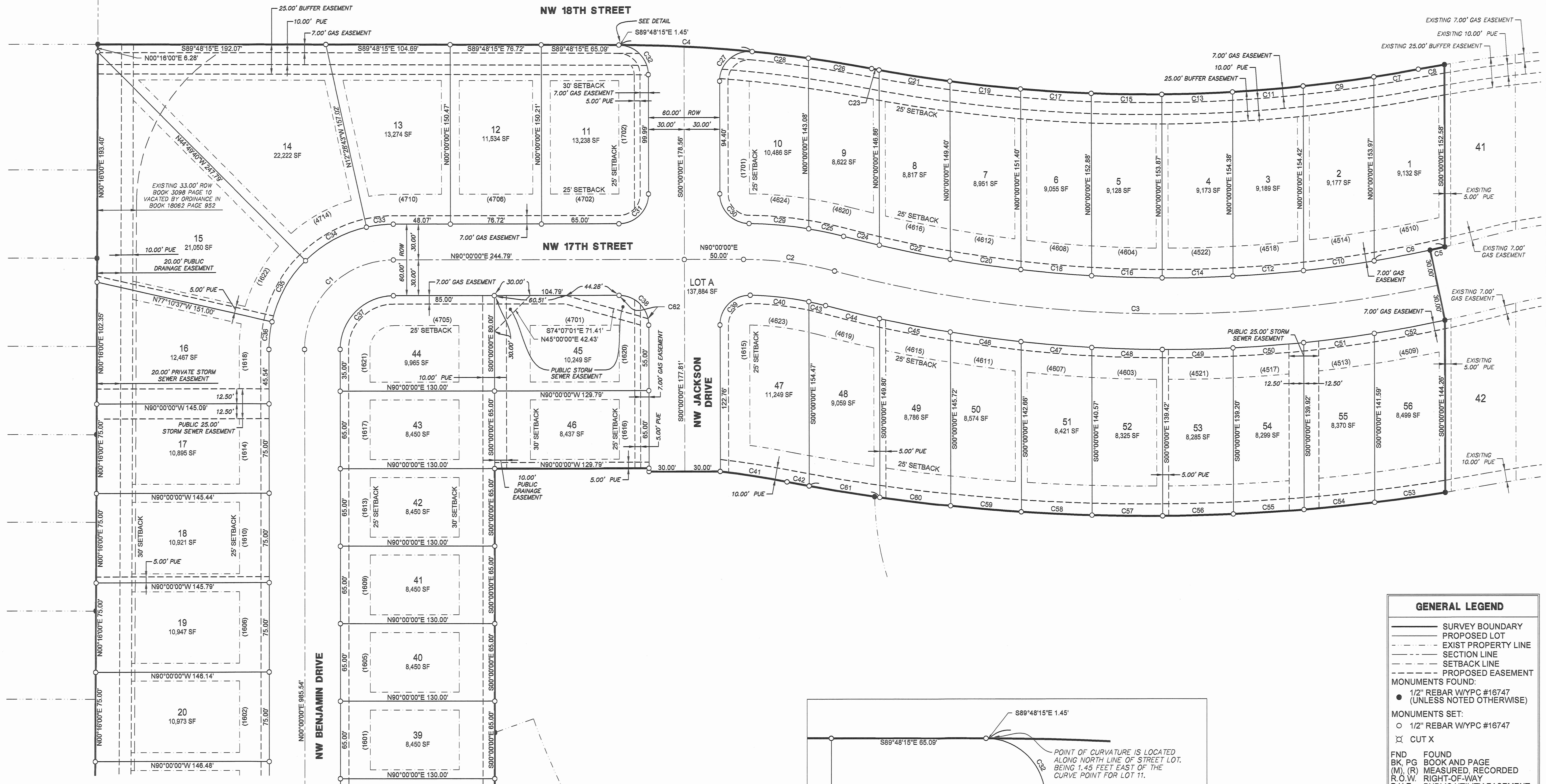
ENGINEER J.B. SURVEYOR M.L.	DRAWN BY M.L. CREW CHIEF B.Z.	REVISIONS	GROVE LANDING PLAT 5 FINAL PLAT	MCCLURE
DRAWING NO. FP-05	SHEET NO. 01/03	DATE: 12/10/2021	ANKENY, IOWA POLK COUNTY 150791	making lives better. 235 SE Oakdale Road Ankeny, IA 50021 515-964-1229

RECEIVED

JUN 0 2 2022

CITY OF ANKENY

GROVE LANDING PLAT 5
ANKENY, IOWA
FINAL PLAT



DETAIL
SCALE 1"= 20'

GENERAL LEGEND	
	SURVEY BOUNDARY
	PROPOSED LOT
	EXIST PROPERTY LINE
	SECTION LINE
	SETBACK LINE
	PROPOSED EASEMENT
MONUMENTS FOUND:	
	1/2" REBAR W/YPC #16747 (UNLESS NOTED OTHERWISE)
MONUMENTS SET:	
	1/2" REBAR W/YPC #16747
	CUT X
FND	FOUND
BK PG	BOOK AND PAGE
(M), (R)	MEASURED, RECORDED
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

NORTH

0 10 20 40
(IN FEET)
1 inch = 40 ft.

ENGINEER
J.B.
SURVEYOR
M.L.

DRAWN BY
M.L.
CREW CHIEF
B.Z.

REVISIONS

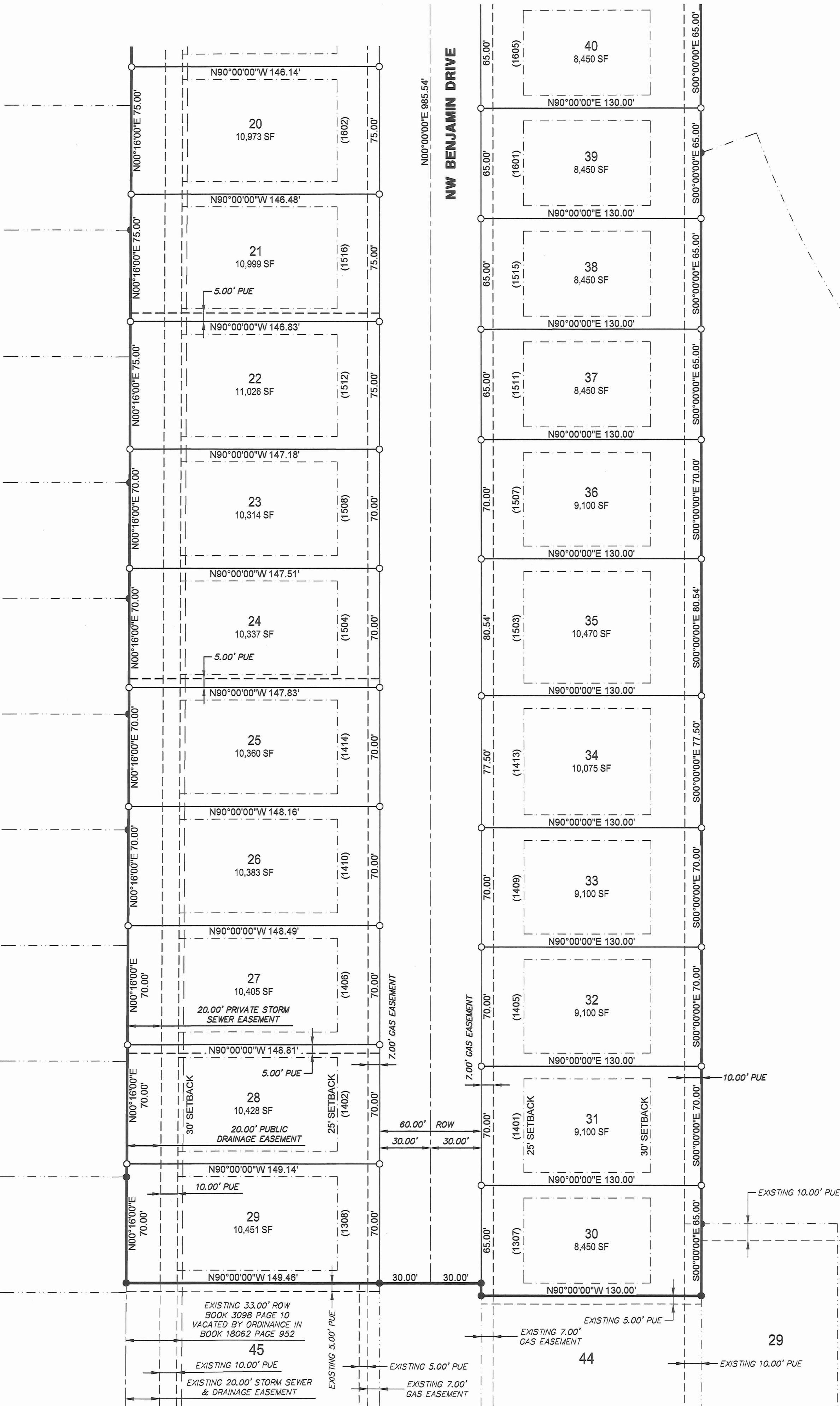
DRAWING NO. FP-05

SHEET NO. 02/03

GROVE LANDING
PLAT 5
FINAL PLAT
ANKENY, IOWA
POLK COUNTY
190791
DATE: 12/10/2021

mclure
making lives better.
335 W. Oakdale Blvd.
Ankeny, IA 50011
for 515-964-2370

GROVE LANDING PLAT 5
ANKENY, IOWA
FINAL PLAT

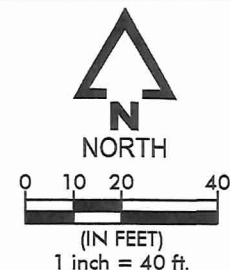


Curve Table					
Curve #	Length	Radius	Delta	CHD B	CHD L
C1	117.81'	75.00'	90°00'00"	N45°00'00"E	106.07'
C2	77.43'	300.00'	14°47'17"	S82°36'22"E	77.21'
C3	512.36'	1100.00'	26°41'15"	S88°33'21"E	507.74'
C4	111.15'	1150.00'	5°32'15"	N87°02'07"W	111.10'
C5	12.66'	1070.00'	0°40'40"	S77°45'42"W	12.66'
C6	60.61'	1070.00'	3°14'44"	N79°02'44"E	60.60'
C7	38.09'	1250.00'	1°44'45"	N80°27'23"E	38.09'
C8	22.27'	1150.00'	1°06'34"	N80°08'18"E	22.27'
C9	59.99'	1250.00'	2°44'59"	N82°42'15"E	59.99'
C10	60.05'	1070.00'	3°12'56"	S82°16'34"W	60.04'
C11	59.69'	1250.00'	2°44'10"	N85°26'50"E	59.69'
C12	59.69'	1070.00'	3°11'47"	S85°28'56"W	59.69'
C13	59.54'	1250.00'	2°43'44"	N88°10'47"E	59.53'
C14	59.52'	1070.00'	3°11'14"	S88°40'27"W	59.52'
C15	59.51'	1250.00'	2°43'40"	S89°05'31"E	59.51'
C16	59.54'	1070.00'	3°11'17"	N88°08'17"W	59.53'
C17	59.63'	1250.00'	2°43'59"	S88°21'41"E	59.62'
C18	59.74'	1070.00'	3°11'56"	N84°56'41"W	59.73'
C19	59.88'	1250.00'	2°44'40"	S83°37'22"E	59.87'
C20	60.13'	1070.00'	3°13'12"	N81°44'07"W	60.12'
C21	60.27'	1250.00'	2°45'45"	S80°52'09"E	60.26'
C22	60.73'	1070.00'	3°15'06"	N78°29'58"W	60.72'
C23	6.32'	1250.00'	0°17'22"	S79°20'35"E	6.32'
C24	31.03'	1070.00'	1°39'41"	N76°02'34"W	31.03'
C25	30.08'	330.00'	5°13'19"	N77°49'23"W	30.07'
C26	54.03'	1150.00'	2°41'31"	S80°32'39"E	54.03'
C27	41.77'	25.00'	95°44'03"	N47°52'00"E	37.08'
C28	47.69'	1150.00'	2°22'34"	S83°04'42"E	47.69'
C29	50.45'	330.00'	8°45'32"	N84°48'49"W	50.40'
C30	38.92'	25.00'	89°11'35"	N44°35'47"W	35.11'
C31	39.27'	25.00'	90°00'00"	S45°00'00"W	35.36'
C32	39.18'	25.00'	89°48'15"	S44°54'07"E	35.29'
C33	22.87'	105.00'	12°28'43"	S83°45'39"W	22.82'
C34	59.28'	105.00'	32°20'57"	S61°20'49"W	58.50'
C35	59.28'	105.00'	32°20'57"	S28°59'51"W	58.50'
C36	23.50'	105.00'	12°49'23"	S06°24'41"W	23.45'
C37	70.69'	45.00'	90°00'00"	N45°00'00"E	63.64'
C38	39.27'	25.00'	90°00'00"	S45°00'00"E	35.36'
C39	39.78'	25.00'	91°10'10"	N45°35'05"E	35.71'
C40	49.71'	270.00'	10°32'59"	S83°33'21"E	49.64'

Curve Table					
Curve #	Length	Radius	Delta	CHD B	CHD L
C41	56.92'	795.00'	4°06'07"	N81°06'09"W	56.90'
C42	18.95'	1605.00'	0°40'35"	N79°23'23"W	18.95'
C43	14.46'	270.00'	3°04'08"	S76°44'47"E	14.46'
C44	46.74'	1130.00'	2°22'11"	S76°23'49"E	46.74'
C45	60.60'	1130.00'	3°04'21"	S79°07'05"E	60.59'
C46	60.07'	1130.00'	3°02'44"	S82°10'38"E	60.06'
C47	59.72'	1130.00'	3°01'40"	S85°12'50"E	59.71'
C48	59.54'	1130.00'	3°01'07"	S88°14'14"E	59.53'
C49	59.52'	1130.00'	3°01'05"	N88°44'40"E	59.51'
C50	59.67'	1130.00'	3°01'32"	N85°43'22"E	59.67'
C51	59.99'	1130.00'	3°02'31"	N82°41'20"E	59.99'
C52	60.49'	1130.00'	3°04'02"	N79°38'03"E	60.49'
C53	60.07'	1605.00'	2°08'40"	S82°08'12"W	60.06'
C54	59.80'	1605.00'	2°08'05"	S84°16'35"W	59.80'
C55	59.62'	1605.00'	2°07'42"	S86°24'29"W	59.62'
C56	59.52'	1605.00'	2°07'30"	S88°32'04"W	59.52'
C57	59.51'	1605.00'	2°07'28"	N89°20'27"W	59.50'
C58	59.57'	1605.00'	2°07'36"	N87°12'55"W	59.57'
C59	59.72'	1605.00'	2°07'55"	N85°05'10"W	59.72'
C60	59.96'	1605.00'	2°08'25"	N82°56'59"W	59.95'
C61	60.28'	1605.00'	2°09'07"	S80°48'13"E	60.27'
C62	33.77'	25.00'	77°23'26"	N51°18'17"W	31.28'

GENERAL LEGEND

- SURVEY BOUNDARY
— PROPOSED LOT
— EXIST PROPERTY LINE
— SECTION LINE
— SETBACK LINE
— PROPOSED EASEMENT
MONUMENTS FOUND:
● 1/2" REBAR WYPC #16747
(UNLESS NOTED OTHERWISE)
MONUMENTS SET:
○ 1/2" REBAR WYPC #16747
✕ CUT X
FND FOUND
BK PG BOOK AND PAGE
(M) (R) MEASURED, RECORDED
R.O.W. RIGHT-OF-WAY
P.U.E. PUBLIC UTILITY EASEMENT
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT



ENGINEER
J.B.
SURVEYOR
M.L.
DRAWN BY
M.L.
CREW CHIEF
B.Z.
DRAWING NO.
FP-05
SHEET NO.
03/03

GROVE LANDING
PLAT 5
FINAL PLAT
ANKENY, IOWA
POLK COUNTY
190791
DATE: 12/10/2021





*Plan and Zoning Commission
Staff Report*

Meeting Date: February 8, 2022

Agenda Item: Grove Landing Plat 5 - Final Plat

Report Date: February 3, 2022

Prepared By: Bryan Morrissey
Associate Planner

ESC

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the Grove Landing Plat 5 Final Plat.

Project Summary:

The Grove Landing Plat 5 is a proposed 16.14-acre (+/-) final plat located south of NW 18th Street and west of NW Weigel Drive, situated between the Grove Landing Plats 1 & 2. The subject final plat contains 56 lots that are all zoned *Grove Landing PUD*. The subject area is identified as being a part of Parcels C & D within the PUD, with the underlying zoning of both parcels being R-3 with restrictions. Lots 1-10 and 47-56 belong to PUD Parcel C and will contain bi-attached lots, while lots 11-46 are associated with PUD Parcel D and will be comprised of standard single-family lots. A buffer easement is proposed along the north side of the plat that will contain plantings to help buffer the development from NW 18th Street. The subject final plat is part of the Grove Landing PUD that received City Council approval in February 2021.

Project Report:

Streets: The general layout of the site extends NW 17th Street west from the Grove Landing Plat 1 before the street pivots south, turning into NW Benjamin Drive. NW Benjamin Drive continues south until it connects with the existing NW Benjamin Drive associated with the Grove Landing Plat 2. NW Jackson Drive will serve as the primary entry point for the subdivision and will be extended once future developments within the Grove Landing PUD are approved.

Water: The subject plat will be serviced by installing eight-inch water mains throughout the entirety of the development. The proposed water mains will connect to the existing eight-inch mains that are a part of the neighboring Grove Landing Plats 1 & 2 (east and south of the proposed development).

Sewer: Eight-inch sanitary service will be extended throughout the entirety of the development as it connects to the existing sanitary service from the Grove Landing Plats 1 & 2. This sanitary service ultimately ties into the sanitary main that is being installed with the construction of NW 18th Street.

Drainage: Stormwater for the subject development will be detained in either Outlot X or Outlot Z, both of which are detention ponds within the Grove Landing PUD.

Parkland: 8.1 acres of parkland was dedicated to the City with the acceptance of the Grove Landing Plat 2 Final Plat. The previously dedicated 8.1 acres will also count towards fulfilling the requirements for the Grove Landing Plat 5.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: Grove Landing Plat 5

NAME OF OWNER/ DEVELOPER: Grove Landing Development, LLC

GENERAL INFORMATION:

PLAT LOCATION: South of NW 18th Street; west of NW Weigel Drive
SIZE OF PLAT: 16.14-acres
ZONING: Grove Landing PUD

LOTS:

NUMBER: 56 single-family lots
SIZE/DENSITY: 3.47 units per acre
USE: Residential
BUILDING LINES: Lots 1-10 & 47-56 (PUD Parcel C): 25' front yard setback; 10' (minimum 5' one side) side yard setback; 25' rear yard setback
Lots 11-46 (PUD Parcel D) 25' front yard setback; 15' (minimum 7.5' one side) side yard setback; 30' rear yard setback

PARK SITE DEDICATION:

The developer has already dedicated parkland with the Grove Landing Plat 2, which satisfied the parksite dedication requirements for the Grove Landing Plat 5.

ADJACENT LANDS:

NORTH: R-1, One-Family Residence District (Undeveloped)
SOUTH: Grove Landing PUD (Grove Landing Plat 2)
EAST: Grove Landing PUD (Grove Landing Plat 1)
WEST: R-3, Multiple Family Residence District w/Restrictions (Grove Plat 3)

STREET DEVELOPMENT:

NAME: NW 17th Street
LENGTH: 922.08'
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

NAME: NW Benjamin Drive
LENGTH: 1023.04'
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

NAME: NW Jackson Drive
LENGTH: 356.37'
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'; widens to 37' near the NW 18th Street intersection

WASTE WATER:

PROJECTED FLOWS: 56 units X 3 person. per house X 330 gal. per day/pers. = 55,440 GPD

WRA CAPACITY: 200 MGD; current daily avg. 132 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Rock Creek Interceptor

STORM WATER:

BASIN FLOWS: This plat lies in the Rock Creek Drainage Basin

WATER SYSTEM:

USAGE: 56 units X 3 persons/house X 100 gal. per day/person = 16,800 GPD

SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD.

FINAL PLAT DRAWING: Staff recommends approval.

CONSTRUCTION PLANS: To be approved.



1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

1.28.2022

Ankeny City Council
City of Ankeny City Council Chambers
Ankeny Kirkendall Public Library
1250 SW District Drive,
Ankeny, Iowa 50023

RE: GROVE LANDING PLAT 5 CONSTRUCTION DRAWINGS & FINAL PLAT
MEC# 190791-080

Dear Honorable City Council Members,

On behalf of Grove Landing Development, LLC and ATI Group, we respectfully request your approval of the Grove Landing Plat 5 Construction Drawings and Final Plat located in northwest Ankeny.

The proposal for Plat 5 remains substantially consistent with the master layout depicted in the approved PUD. Plat 5 contains 56 total lots consisting of a mix of standard single-family lots and bi-attached lots consistent with the surrounding neighborhood and PUD. Portions of three streets will be constructed with this plat. Lot A will be dedicated to the City for ROW purposes.

Access to the development will be off NW 18th Street and through Grove Landing Plats 1, 2 & 3, whereas portions of those connections are under construction as of the time of this writing.

There is no sidewalk oversizing on this plat for which to request cost sharing.

Thank you for your consideration of approval of this project.

Sincerely,

McClure Engineering Company

A handwritten signature in blue ink, appearing to read "Jake Becker".

Jake Becker, PE
Project Manager

Cc: Grove Landing Development, LLC
ATI Group



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in Grove Landing Plat 5.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, CONTRACTS, AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN, SANITARY SEWER, AND STORM SEWER IN GROVE LANDING PLAT 5

WHEREAS, the plans and specifications for the construction of water main, sanitary sewer, and storm sewer in Grove Landing Plat 5 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer; and

WHEREAS, the Plan and Zoning Commission recommended City Council approval and the City Council has approved the final plat for Grove Landing Plat 5.

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

1. That the plans and specifications for the construction of water main, sanitary sewer, and storm sewer are hereby accepted; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

PASSED AND APPROVED on this 20th day of June, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Grove Landing Plat 5.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, CONTRACTS, AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STREET PAVING IN GROVE LANDING PLAT 5

WHEREAS, the plans and specifications for the construction of street paving in Grove Landing Plat 5 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer; and

WHEREAS, the Plan and Zoning Commission recommended City Council approval, and the City Council has approved the final plat for Grove Landing Plat 5.

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

1. That the plans and specification for the construction of street paving are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specification.

PASSED AND APPROVED on this 20th day of June, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Moeckly Family Farm, LLC, located northeast of the intersection at NW 18th Street and NW Weigel Drive. (date of hrg: 7/5/22 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

The applicant, J. Larson Homes, LLC, requests to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development. The area subject to the proposed rezoning consists of one parcel totaling 34.51 acres (+/-), and is located northeast of the intersection at NW 18th Street and NW Weigel Drive. The proposed rezoning generally aligns with The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, which indicates this property as Medium Density Residential (MDR).

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept **RESOLUTION** setting a public hearing for July 5, 2022 @ 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on June 7, 2022.

PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan and Zoning Commission.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice of Hearing
 Aerial Map
 Rezoning Exhibit
 Applicant Letter

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY MOECKLY FAMILY FARM, LLC, LOCATED NORTHEAST OF THE INTERSECTION AT NW 18TH STREET AND NW WEIGEL DRIVE

WHEREAS, on the 17th day of May, 2022, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 7th day of June, 2022, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Moeckly Family Farm, LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development; and

WHEREAS, the City Council now deems it necessary to provide for the notice and hearing of said amendment to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 0°15'42" WEST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1262.18 FEET TO THE NORTH RIGHT OF WAY LINE OF NW 18TH ST.; THENCE SOUTH 89°58'47" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 404.68 FEET; THENCE NORTH 0°34'09" EAST, 427.74 FEET; THENCE SOUTH 89°38'34" WEST, 249.00 FEET; THENCE SOUTH 0°34'17" WEST, 436.27 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE SOUTH 89°58'49" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 592.06 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG A CURVE CONCAVE NORTHEAST WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.38 FEET, AND WHOSE CHORD BEARS NORTH 44°54'08" WEST, 35.43 FEET TO THE EAST RIGHT OF WAY LINE OF NW WEIGEL DR.; THENCE NORTH 0°12'58" EAST ALONG SAID EAST RIGHT OF WAY LINE, 1245.17 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 89°53'39" EAST ALONG SAID NORTH LINE, 1271.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.51 ACRES (1,503,235 S.F.). PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 34.51 acres (+/-) located northeast of the intersection
at NW 18th Street and NW Weigel Drive.

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

1. That a public hearing shall be held at 5:30 p.m. on the 5th day of July, 2022, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the above-described property owned by Moeckly Family Farm, LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development; and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

PASSED AND APPROVED this 20th day of June, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE
CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY
MOECKLY FAMILY FARM, LLC, LOCATED NORTHEAST OF THE
INTERSECTION AT NW 18TH STREET AND NW WEIGEL DRIVE**

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Moeckly Family Farm, LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development:

LEGAL DESCRIPTION:

A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 0°15'42" WEST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1262.18 FEET TO THE NORTH RIGHT OF WAY LINE OF NW 18TH ST.; THENCE SOUTH 89°58'47" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 404.68 FEET; THENCE NORTH 0°34'09" EAST, 427.74 FEET; THENCE SOUTH 89°38'34" WEST, 249.00 FEET; THENCE SOUTH 0°34'17" WEST, 436.27 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE SOUTH 89°58'49" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 592.06 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG A CURVE CONCAVE NORTHEAST WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.38 FEET, AND WHOSE CHORD BEARS NORTH 44°54'08" WEST, 35.43 FEET TO THE EAST RIGHT OF WAY LINE OF NW WEIGEL DR.; THENCE NORTH 0°12'58" EAST ALONG SAID EAST RIGHT OF WAY LINE, 1245.17 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 89°53'39" EAST ALONG SAID NORTH LINE, 1271.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.51 ACRES (1,503,235 S.F.). PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 34.51 acres (+/-) located northeast of the intersection
at NW 18th Street and NW Weigel Drive.

NOTICE IS FURTHER GIVEN that the proposed amendment, as described above, will affect only the above-described property.

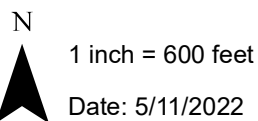
YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the City Council will hold a public hearing at 5:30 p.m. on the 5th day of July, 2022, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendment, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

DATED this 20th day of June, 2022.

CITY OF ANKENY, IOWA

Michelle Yuska, City Clerk

Published in the Des Moines Register on the ____ day of _____, 2022.



Ankeny
bringing it all together.



April 15, 2022

Honorable Mayor and City Council
Plan and Zoning Commission
City of Ankeny
410 West 1st Street
Ankeny, Iowa 50021

RE: BRANDYWINE PUD
PART OF THE SE ¼, SW ¼ OF SEC. 9, T80N, R24W
S&A Project No. 121.1035.01

Dear Honorable Mayor, City Council and Plan and Zoning Commission:

On behalf of John Larson with J. Larson Homes, LLC, as applicant, we respectfully submit the rezoning amendment request for the Moeckly Family Farm, LLC property located east of NW Weigel Drive and north of NW 18th Street.

With this amendment, we are requesting the rezoning of approximately 34.51 acres from the current zoning designation of R-1: One-Family Residence District to proposed zoning designation of PUD: Planned Unit Development District. We are requesting this modification to allow for 50-foot wide single family detached residential lots

Attached are copies of the Rezoning Application form, Petitions for Rezoning, Rezoning Map, PUD Master Plan, and associated information. Please contact our office should you have any questions. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Brent K. Culp', is written over a light blue horizontal line.

Brent K. Culp

Enclosure

cc: John Larson, J. Larson Homes, LLC (w/enclosure emailed)
File (electronic)



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, letter of credit for erosion control, performance and maintenance bonds for paving and underground improvements, platted easements and warranty deed to streets, for Grove Landing Plat 6.

EXECUTIVE SUMMARY:

The Grove Landing Plat 6 is a proposed 6.35-acre (+/-) plat located west of NW Weigel Drive and south of NW 18th Street. This plat is just south of Grove Landing Plat 5. The subject plat creates 25 single-family lots, a street lot and shows associated utilities and easements. The proposed plat is in general conformance with the Grove Landing PUD that was approved by the City Council February 15, 2021.

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 March 8, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 P&Z Minutes
 Final Plat
 Staff Report
 Map
 Applicant Letter

RESOLUTION

**RESOLUTION ACCEPTING FINAL PLAT, LETTER OF CREDIT FOR EROSION CONTROL,
PERFORMANCE AND MAINTENANCE BONDS FOR PAVING AND UNDERGROUND
IMPROVEMENTS, PLATTED EASEMENTS, AND WARRANTY DEED FOR STREETS, FOR GROVE
LANDING PLAT 6**

WHEREAS, on the 8th day of March 2022, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of Grove Landing Plat 6; and

WHEREAS, the attorney's title opinion, letter of credit for erosion control, performance bonds for paving and underground improvements, public easement documents and warranty deed to streets, have been submitted and approved by the Community Development Director.

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

1. That final plat for Grove Landing Plat 6 is hereby approved; and
2. That the letter of credit for erosion control is hereby accepted; and
3. That the performance and maintenance bonds for paving and underground improvements are hereby accepted; and
4. That the Public Gas, Public Drainage, Public Storm Sewer Drainage and Pond Access and Public Utility Easements are hereby accepted; and
5. That warranty deed for streets is hereby accepted; and

PASSED AND APPROVED this 20th day of June 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, March 8, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair G.Hunter called the March 8, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the March 8, 2022 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

CONSENT AGENDA ITEMS

Item #2. Grove Landing Plat 6 Final Plat

Motion to recommend City Council approval of the Grove Landing Plat 6 Final Plat.

Motion by T.Flack to approve the recommendations for Consent Agenda Item(s) #1 - #2. Second by L.West.

Motion carried 5 – 0 – 1 (Abstain: R.Weisheit)

INDEX LEGEND				
CITY: ANKENY				
COUNTY: POLK				
STR: SECTION 17, T80N, R24W				
ALQUOT PART: NE1/4 NE1/4				
PROPRIETOR: GROVE LANDING DEVELOPMENT, LLC				
REQUESTED BY: GROVE LANDING DEVELOPMENT, LLC				
SURVEYOR: MICHAEL LEE				
COMPANY: MCCLURE ENGINEERING				
RETURN TO: MICHAEL LEE				
335 SE ORALABOR ROAD				
ANKENY, IOWA 50021 / 515-512-1361				

OWNERS:
GROVE LANDING DEVELOPMENT, LLC
1615 SW MAIN STREET, SUITE 207
ANKENY, IA 50023
(712) 540-3756
ATTN: ERIC BOHNENKAMP

ENGINEER:
MCCLURE
1360 NW 121ST STREET
CLIVE, IA 50325
(515) 964-1229
JBECKER@MECRESLTS.COM
ATTN: JAKE BECKER

ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date	March 8, 2022
Ayes	5
Nays	0
Abstain	1
Absent	1
APPROVED	
Chairperson	G. Hunter
Secretary	B. Hughes

LEGAL DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, 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 NORTHWEST CORNER OF OUTLOT 'Z', GROVE LANDING PLAT 3, AN OFFICIAL PLAT; THENCE NORTH 00°00'00" EAST, 221.43 FEET; THENCE NORTH 90°00'00" EAST, 129.79 FEET; THENCE SOUTH 00°00'00" EAST, 2.81 FEET; THENCE NORTH 90°00'00" EAST, 60.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 795.00 FEET, WHOSE ARC LENGTH IS 56.92 FEET AND WHOSE CHORD BEARS SOUTH 81°06'09" EAST, 56.90 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1605.00 FEET, WHOSE ARC LENGTH IS 74.85 FEET AND WHOSE CHORD BEARS SOUTH 80°23'15" EAST, 74.85 FEET TO THE NORTHWEST CORNER OF OUTLOT 'X', GROVE LANDING PLAT 1; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID GROVE LANDING PLAT 1 AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 240.00 FEET, WHOSE ARC LENGTH IS 158.06 FEET AND WHOSE CHORD BEARS SOUTH 19°30'11" EAST, 155.22 FEET; THENCE SOUTH 38°22'12" EAST ALONG SAID WESTERLY LINE, 364.57 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 560.00 FEET, WHOSE ARC LENGTH IS 122.82 FEET AND WHOSE CHORD BEARS SOUTH 32°05'13" EAST, 122.57 FEET; THENCE SOUTH 25°48'15" EAST ALONG SAID WESTERLY LINE, 40.71 FEET TO THE NORTHWEST CORNER OF LOT 53, GROVE LANDING PLAT 1; THENCE SOUTH 02°38'00" EAST ALONG SAID WESTERLY LINE, 25.59 FEET; THENCE SOUTH 25°48'15" EAST ALONG SAID WESTERLY LINE, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 22, GROVE LANDING PLAT 3; THENCE SOUTH 64°11'45" WEST, 309.93 FEET TO THE NORTHWEST CORNER OF LOT 23, GROVE LANDING PLAT 3; THENCE NORTH 25°48'15" WEST, 124.24 FEET; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF OUTLOT 'Z', GROVE LANDING PLAT 3 AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 240.00 FEET, WHOSE ARC LENGTH IS 52.64 FEET AND WHOSE CHORD BEARS NORTH 32°05'13" WEST, 52.53 FEET; THENCE NORTH 38°22'12" WEST ALONG SAID EASTERLY LINE, 364.57 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 560.00 FEET, WHOSE ARC LENGTH IS 182.87 FEET AND WHOSE CHORD BEARS NORTH 29°00'53" WEST, 182.06 FEET; THENCE SOUTH 70°20'26" WEST, 34.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.35 ACRES (276,625 SQUARE FEET) THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

Curve Table					
Curve #	Length	Radius	Delta	CHD B	CHD L
C1	267.87'	400.00'	38°22'12"	S19°11'06"E	262.89'
C2	87.73'	400.00'	12°33'57"	S32°05'13"E	87.55'
C3	46.16'	430.00'	6°09'03"	S03°04'31"E	46.14'
C4	66.07'	430.00'	8°48'11"	S10°33'08"E	66.00'
C5	70.77'	430.00'	9°25'46"	S19°40'07"E	70.69'
C6	70.77'	430.00'	9°25'46"	S29°05'53"E	70.69'
C7	34.20'	430.00'	4°33'26"	S36°05'29"E	34.19'
C8	67.18'	370.00'	10°24'12"	S33°10'05"E	67.09'
C9	13.96'	370.00'	2°09'45"	S26°53'07"E	13.96'
C10	52.64'	430.00'	7°00'50"	N29°18'40"W	52.61'
C11	41.67'	430.00'	5°33'07"	N35°35'38"W	41.65'
C12	14.67'	370.00'	2°16'19"	N37°14'02"W	14.67'
C13	77.93'	370.00'	12°04'05"	N30°03'50"W	77.79'
C14	77.93'	370.00'	12°04'05"	N17°59'45"W	77.79'
C15	77.25'	370.00'	11°57'42"	N05°58'51"W	77.10'
C16	46.17'	560.00'	4°43'26"	N22°01'17"W	46.16'
C17	92.16'	560.00'	9°25'46"	N29°05'53"W	92.06'
C18	44.54'	560.00'	4°33'26"	N36°05'29"W	44.53'
C19	43.58'	240.00'	10°24'12"	N33°10'05"W	43.52'
C20	9.06'	240.00'	2°09'45"	N26°53'07"W	9.06'
C21	68.55'	560.00'	7°00'50"	N29°18'40"W	68.51'
C22	54.26'	560.00'	5°33'07"	S35°35'38"E	54.24'
C23	50.55'	240.00'	12°04'05"	S30°03'50"E	50.46'
C24	50.55'	240.00'	12°04'05"	S17°59'45"E	50.46'
C25	47.44'	240.00'	11°19'32"	S06°17'56"E	47.38'
C26	9.52'	240.00'	2°16'19"	S37°14'02"E	9.52'

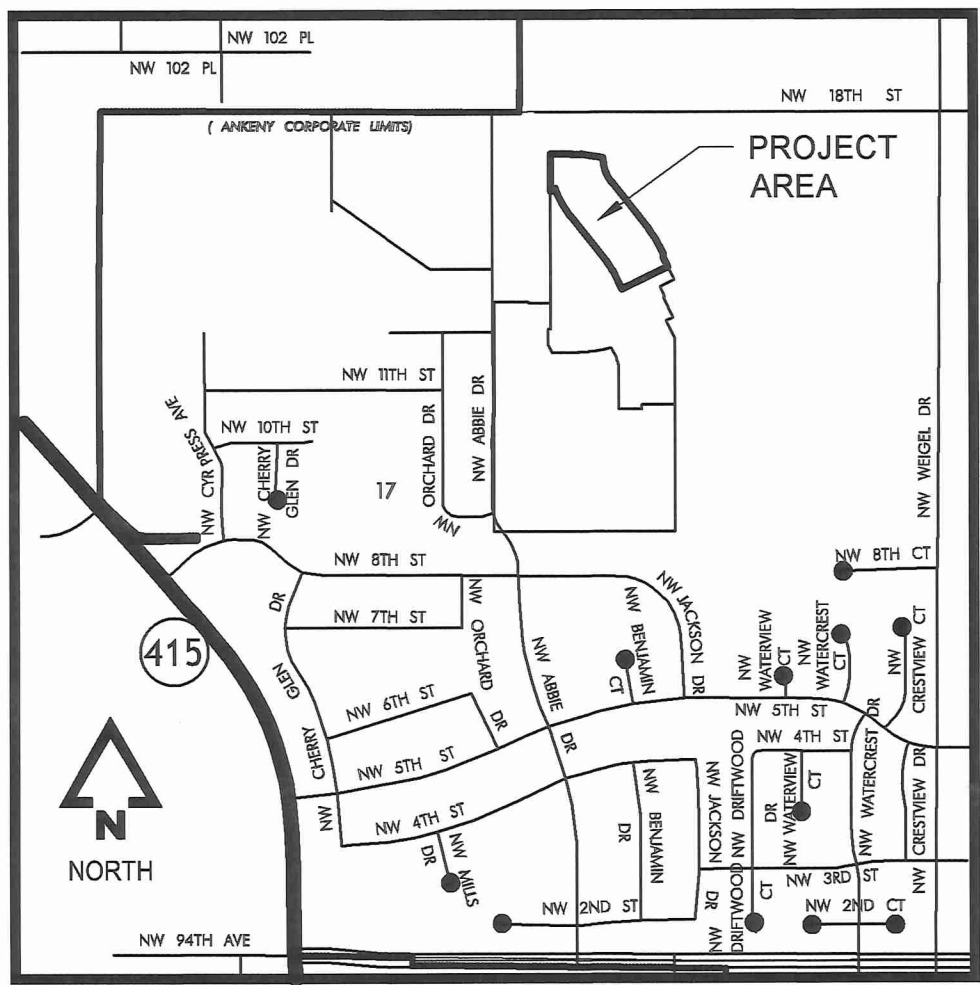
RECEIVED
MAY 26 2022
CITY OF ANKENY



SURVEY NOTES:

- LOT 'A' IS DEDICATED TO THE CITY AS PUBLIC RIGHT OF WAY BY ACCEPTANCE OF THE PLAT.
- THE PROPERTY IS LOCATED IN FEMA FLOOD MAP 19153C0185F WITH AN EFFECTIVE DATE OF 2/1/2019
- THE DEVELOPER WILL BE RESPONSIBLE FOR STREET LIGHT INSTALLATION
- LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS (MPE) AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.

GENERAL LEGEND	
	SURVEY BOUNDARY
	PROPOSED LOT
	EXIST PROPERTY LINE
	SECTION LINE
	SETBACK LINE
	PROPOSED EASEMENT
MONUMENTS FOUND:	
▲ SECTION CORNER (TYPE AS NOTED)	
● 1/2" REBAR WYPC #16747 (UNLESS NOTED OTHERWISE)	
MONUMENTS SET:	
△ SECTION CORNER	
△ 1/2" REBAR WYPC #16747	
○ 1/2" REBAR WYPC #16747	
✂ CUT X	
FND FOUND	
BK BOOK AND PAGE	
(M), (R) MEASURED, RECORDED	
R.O.W. RIGHT-OF-WAY	
P.U.E. PUBLIC UTILITY EASEMENT	
P.O.B. POINT OF BEGINNING	
P.O.C. POINT OF COMMENCEMENT	

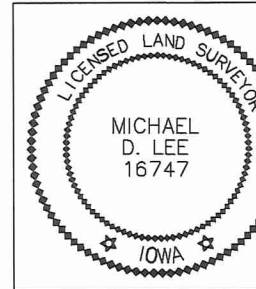


ZONING:

GROVE LANDING P.U.D.

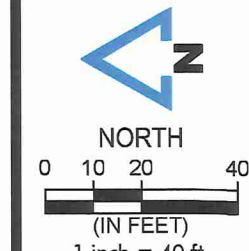
BULK REGULATIONS

LOTS 1-13, PUD PARCEL D
FRONT SETBACK = 25' MINIMUM
SIDE SETBACK = 7.5' MINIMUM ONE SIDE, 15' MINIMUM
TOTAL SUM OF THE SIDE YARD SETBACK
REAR SETBACK = 30' MINIMUM
LOT WIDTH = 60' MINIMUM
LOT AREA = 6,000 SF MINIMUM
LOTS 14-25, PUD PARCEL C
FRONT SETBACK = 25' MINIMUM
SIDE SETBACK = 5' MINIMUM ONE SIDE, 10' MINIMUM
TOTAL SUM OF THE SIDE YARD SETBACK
REAR SETBACK = 25' MINIMUM
LOT WIDTH = 40' MINIMUM
LOT AREA = 4,000 SF MINIMUM



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

DATE: 3/3/2022



ENGINEER J.B. SURVEYOR M.L.	DRAWN BY M.L. CREW CHIEF B.Z.	REVISIONS	GROVE LANDING PLAT 6
DRAWING NO. FP-06	SHEET NO. 01/01		ANKENY, IOWA POLK COUNTY 190791-090 DATE



Agenda Item: Grove Landing Plat 6 – Final Plat
Report Date: March 3, 2022
Prepared by: Jake Heil *ESC*
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of Grove Landing Plat 6 Final Plat.

Project Summary:

The Grove Landing Plat 6 is a proposed 6.35-acre (+/-) plat located west of NW Weigel Drive and south of NW 18th Street. This plat is just south of Grove Landing Plat 5. The subject plat creates 25 single-family lots, a street lot and shows associated utilities and easements. The proposed plat is in general conformance with the Grove Landing PUD that was approved by the City Council February 15, 2021.

Project Report:

- Streets:** The layout of the proposed development completes NW Jackson Drive, between NW 13th Street and NW 17th Street. Access to the plat is provided from the north via NW 17th St and south via NW 13th Street. All proposed roads in the development will be required to have five-foot sidewalks.
- Water:** 8-inch water main will be extended along NW Jackson Drive, connecting to 8-inch water mains to the north from Grove Landing Plat 5 or to the south from Grove Landing Plat 3.
- Sewer:** 8-inch sanitary sewer main will be extended south along NW Jackson Drive from the 8-inch main along NW Jackson Drive from Grove Landing Plat 5. Sanitary sewer in the proposed development will convey off-site to the west and ultimately into the Rock Creek trunk sewer.
- Drainage:** Stormwater for this plat is handled by a 24-inch storm sewer main that runs through the middle of the plat. Stormwater will drain to stormwater detention basins, Outlot X to the east and Outlot Z to the west. Storm water from the proposed plat generally drains to a central point on the plat. A 24-inch storm sewer main then drains the stormwater to two detention basins, Outlot X to the east and Outlot Z to the west. Storm water will then convey from these detention ponds to the north and east to Rock Creek, which eventually drains south and west towards the Saylorville Reservoir.
- Parkland:** The parkland dedication requirement for Plat 6 is 0.52 acres, but parkland is not proposed with this plat. The developer has dedicated 8.1 acres of parkland with the Grove Landing Plat 2 final plat.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: Grove Landing Plat 6
NAME OF OWNER/ DEVELOPER: ATI Group/TJL Investments

GENERAL INFORMATION:

PLAT LOCATION: West of NW Weigel Drive; south of NW 18th Street.
SIZE OF PLAT: 6.35 acres
ZONING: Grove Landing PUD

LOTS:

NUMBER: 25 single-family lots; 1 street lot
SIZE/DENSITY: 3.94 units per acre
USE: Residential
BUILDING LINES: **Parcel D: Lots 1-13**
Front: 25' min
Rear: 30'
Side: 7.5' min. one side, 15' total sum
Lot Width: 60' min
Lot Area: 6,000 SF min

Parcel C: Lots 14-25
Front: 25' min
Rear: 25'
Side: 5' min. one side, 10' total sum
Lot Width: 40' min
Lot Area: 4,000 SF min

PARK SITE DEDICATION:

The parkland dedication requirement for Plat 4 is 0.52 acres. The developer has dedicating 8.1 acres of parkland with the Grove Landing Plat 2 final plat. The total park dedication for the Grove Landing PUD is estimated at 10.2 acres.

ADJACENT LANDS:

NORTH: Grove Landing PUD (Plat 5)
SOUTH: Grove Landing PUD (Plat 3)
EAST: Grove Landing PUD (Plat 1)
WEST: Grove Landing PUD (Plat 5)

STREET DEVELOPMENT:

NAME: NW Jackson Drive
LENGTH: Approximately 845'
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

WASTE WATER:

PROJECTED FLOWS: 25 units X 3 pers. per house X 990 gal. per day/pers. = 74,250 GPD

WRA CAPACITY: 11.2 MGD; current daily avg. 4.4 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Rock Creek Trunk Sewer

STORM WATER:

BASIN FLOWS: This plat lies in the Saylorville Reservoir Drainage Area.

WATER SYSTEM:

USAGE: 25 units X 3 pers. per house X 100 gal. per day/person = 7,500 GPD

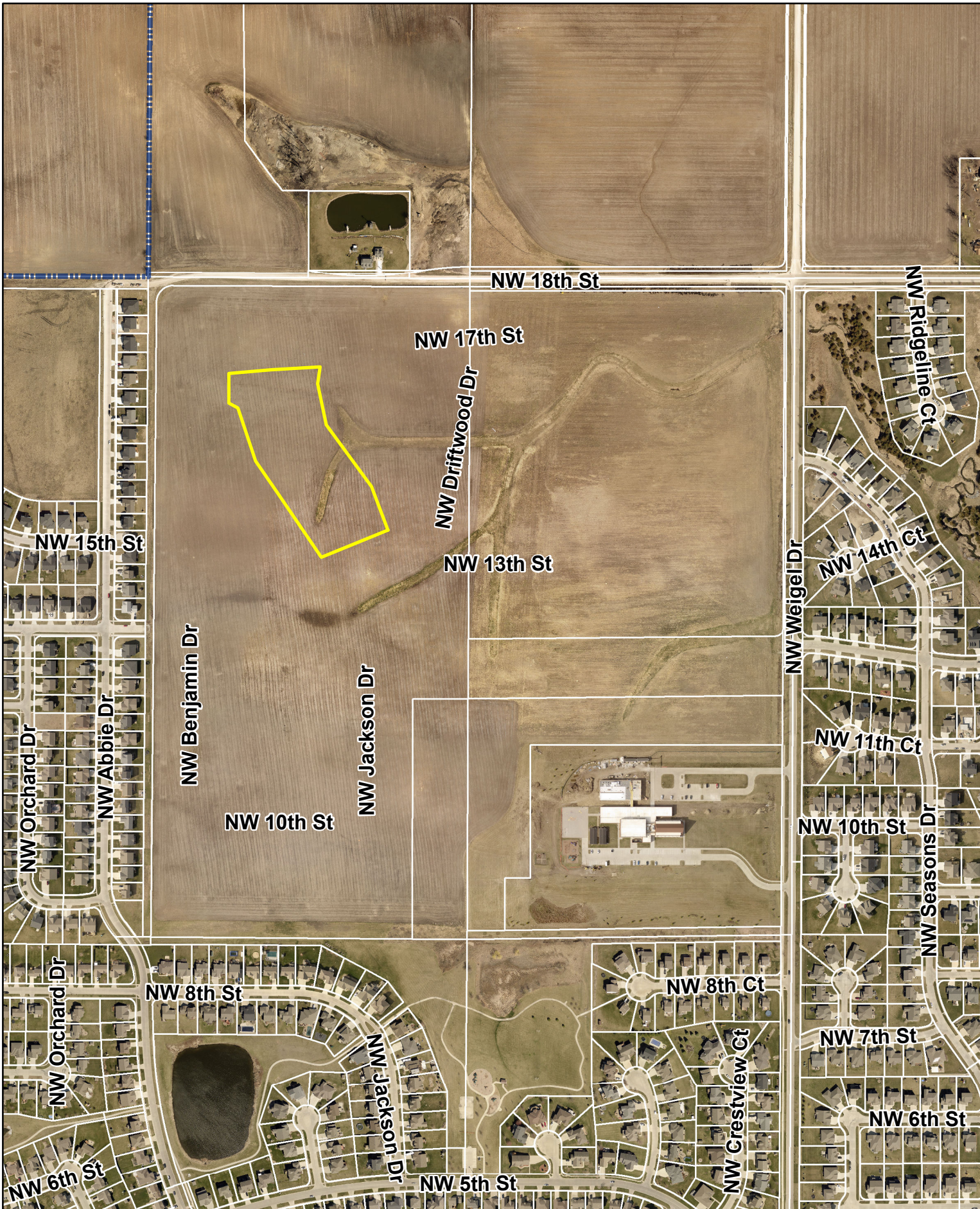
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

FINAL PLAT DRAWING:

Staff recommends approval.

CONSTRUCTION PLANS:

To be approved.



1 inch = 500 feet

Date: 3/3/2022

Grove Landing Plat 6 Final Plat





1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

2.25.2022

Ankeny City Council
City of Ankeny City Council Chambers
Ankeny Kirkendall Public Library
1250 SW District Drive,
Ankeny, Iowa 50023

RE: GROVE LANDING PLAT 6 CONSTRUCTION DRAWINGS & FINAL PLAT
MEC# 190791-090

Dear Honorable City Council Members,

On behalf of Grove Landing Development, LLC and ATI Group, we respectfully request your approval of the Grove Landing Plat 6 Construction Drawings and Final Plat located in northwest Ankeny.

The proposal for Plat 6 remains substantially consistent with the master layout depicted in the approved PUD. Plat 6 contains 25 total lots consisting of entirely standard single-family lots consistent with the surrounding neighborhood and PUD. NW Jackson Drive will be constructed between Plats 3 & 5 with this plat. Lot A will be dedicated to the City for ROW purposes.

Access to the development will be through Grove Landing Plats 3 & 5, whereas portions of those connections are under construction as of the time of this writing.

There is no sidewalk oversizing on this plat for which to request cost sharing.

Thank you for your consideration of approval of this project.

Sincerely,

McClure Engineering Company

A handwritten signature in blue ink, appearing to read "Jake Becker".

Jake Becker, PE
Project Manager

Cc: Grove Landing Development, LLC
ATI Group



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in Grove Landing Plat 6.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept **RESOLUTION**.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN, SANITARY SEWER AND STORM SEWER IN GROVE LANDING PLAT 6

WHEREAS, the plans and specifications for the construction of water main, sanitary sewer and storm sewer in Grove Landing Plat 6 have been submitted and approved by the City Engineer; and

WHEREAS, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

WHEREAS, the Plan and Zoning Commission and the City Council have granted approval of the final plat for Grove Landing Plat 6.

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.
2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 20th day of June 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of street paving in Grove Landing Plat 6.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept **RESOLUTION**.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STREET PAVING IN GROVE LANDING PLAT 6

WHEREAS, the plans and specifications for the construction of street paving in Grove Landing Plat 6 have been submitted and approved by the City Engineer; and

WHEREAS, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

WHEREAS, the Plan and Zoning Commission and the City Council have granted approval of the final plat for Grove Landing Plat 6.

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.
2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 20th day of June 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting Public Ingress/Egress Easements, located on a part of Lot 2, Aspen Ridge Commercial Plat 1; Parcel 2021-71 and 2021-72.

EXECUTIVE SUMMARY:

A Public Ingress/Egress Easement is needed for the development of Lot 2, Aspen Ridge Commercial Plat 1.

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
 Easement

RESOLUTION

**RESOLUTION ACCEPTING PUBLIC INGRESS/EGRESS EASEMENTS, LOCATED
ON A PART OF LOT 2, ASPEN RIDGE COMMERCIAL PLAT 1; PARCEL 2021-71
AND 2021-72**

WHEREAS, Public Ingress/Egress Easements, located on a part of Lot 2, Aspen Ridge Commercial Plat 1; Parcel 2021-71 and 2021-72, has been submitted and approved by the Community Development Director of the City of Ankeny, Iowa.

NOW THEREFORE, be it resolved by the City Council of the City of Ankeny, Iowa, that the Public Ingress/Egress Easement, located on a part of Lot 2, Aspen Ridge Commercial Plat 1; Parcel 2021-71 and 2021-72, is hereby accepted.

PASSED AND APPROVED this 20th day of June, 2022.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

0/5 17
89



Doc ID: 037884490003 Type: GEN
Kind: EASEMENT
Recorded: 05/24/2022 at 02:17:34 PM
Fee Amt: \$22.00 Page 1 of 3
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2022-00042177
BK 19123 PG 172-174

RETURN TO:
WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Robert Andeweg, 700 Walnut St., Suite 1600, Des Moines, IA 50309 (515) 283-3106

PUBLIC INGRESS/EGRESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

MDK123207-MDK

That the undersigned, Jordi Properties, LLC, an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See attached Exhibit "A"

That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Ingress/Egress

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

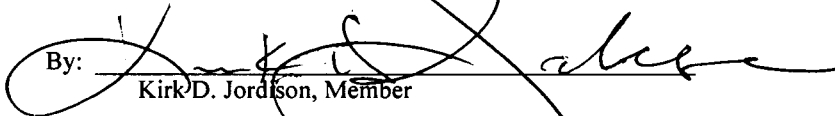
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

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

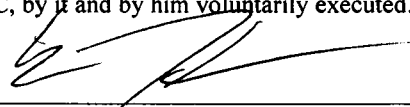
Signed this 20th day of MAY.

JORDI PROPERTIES, LLC:

By: 
Kirk D. Jordison, Member

STATE OF IOWA, COUNTY OF POLK, ss:

On this 20th day of May, 2022, before me, the undersigned, a Notary Public in and for said County and State personally appeared Kirk D. Jordison, to me personally known, who being by me duly sworn, did say that he is a Member of Jordi Properties, LLC executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the LLC, by it and by him voluntarily executed.


Notary Public in and for the State of Iowa

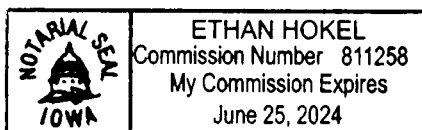


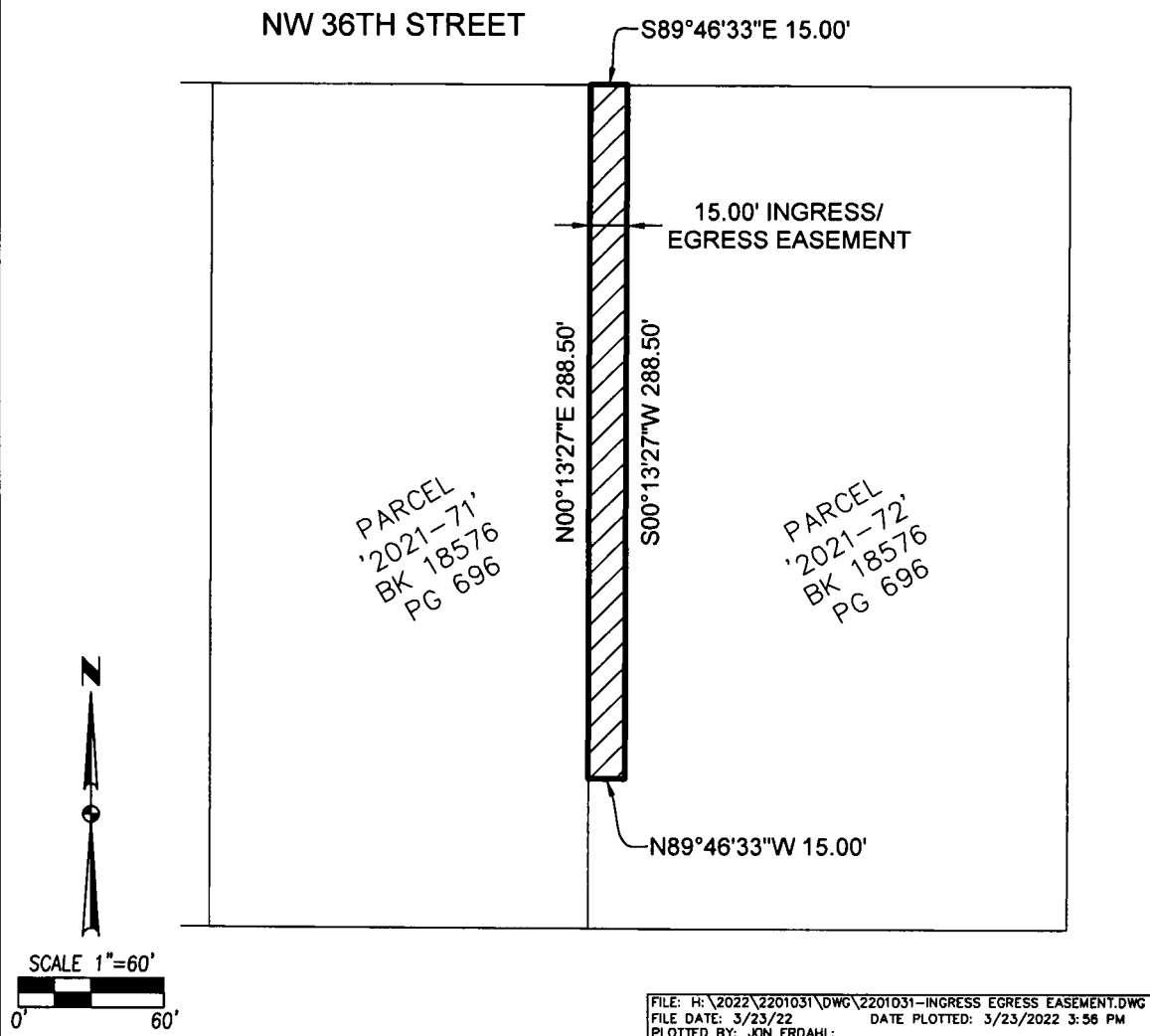
EXHIBIT 'A' - EASEMENT PLAT

OWNER

JORDI PROPERTIES LLC

INGRESS/EGRESS EASEMENT DESCRIPTION

THE NORTHERLY 288.50 FEET OF THE WESTERLY 15.00 FEET OF PARCEL '2021-72' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18576, PAGE 696, BEING A PART OF LOT 2, ASPEN RIDGE COMMERCIAL PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND CONTAINING 0.10 ACRES (4,327 SQUARE FEET).



1
/ 1
2201.031

PT PARCEL '2021-72'
EASEMENT PLAT

ANKENY, IOWA

GA
CIVIL DESIGN ADVANTAGE

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

PD

Doc ID: 037884500003 Type: GEN
Kind: EASEMENT
Recorded: 05/24/2022 at 02:18:06 PM
Fee Amt: \$17.00 Page 1 of 3
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2022-00042178
BK 19123 PG 175-177

RETURN TO:

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Robert Andeweg, 700 Walnut St., Suite 1600, Des Moines, IA 50309 (515) 283-3106

PUBLIC INGRESS/EGRESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

MDK122207-MDK

That the undersigned, North Ankeny Taco Company, L.L.C., an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See attached Exhibit "A"

That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Ingress/Egress

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

- 5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
- 6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
- 7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
- 8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
- 9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

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

Signed this 20th day of May, 2022

NORTH ANKENY TACO COMPANY, L.L.C.:

By: William J. Wright
William J. Wright, Manager

STATE OF IOWA, COUNTY OF POLK, ss:

On this 20 day of May, 2022, before me, the undersigned, a Notary Public in and for said County and State personally appeared William J. Wright, to me personally known, who being by me duly sworn, did say that he is Manager of North Ankeny Taco Company, L.L.C. executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the LLC, by it and by him voluntarily executed.



S. Muntz
Notary Public in and for the State of Iowa

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

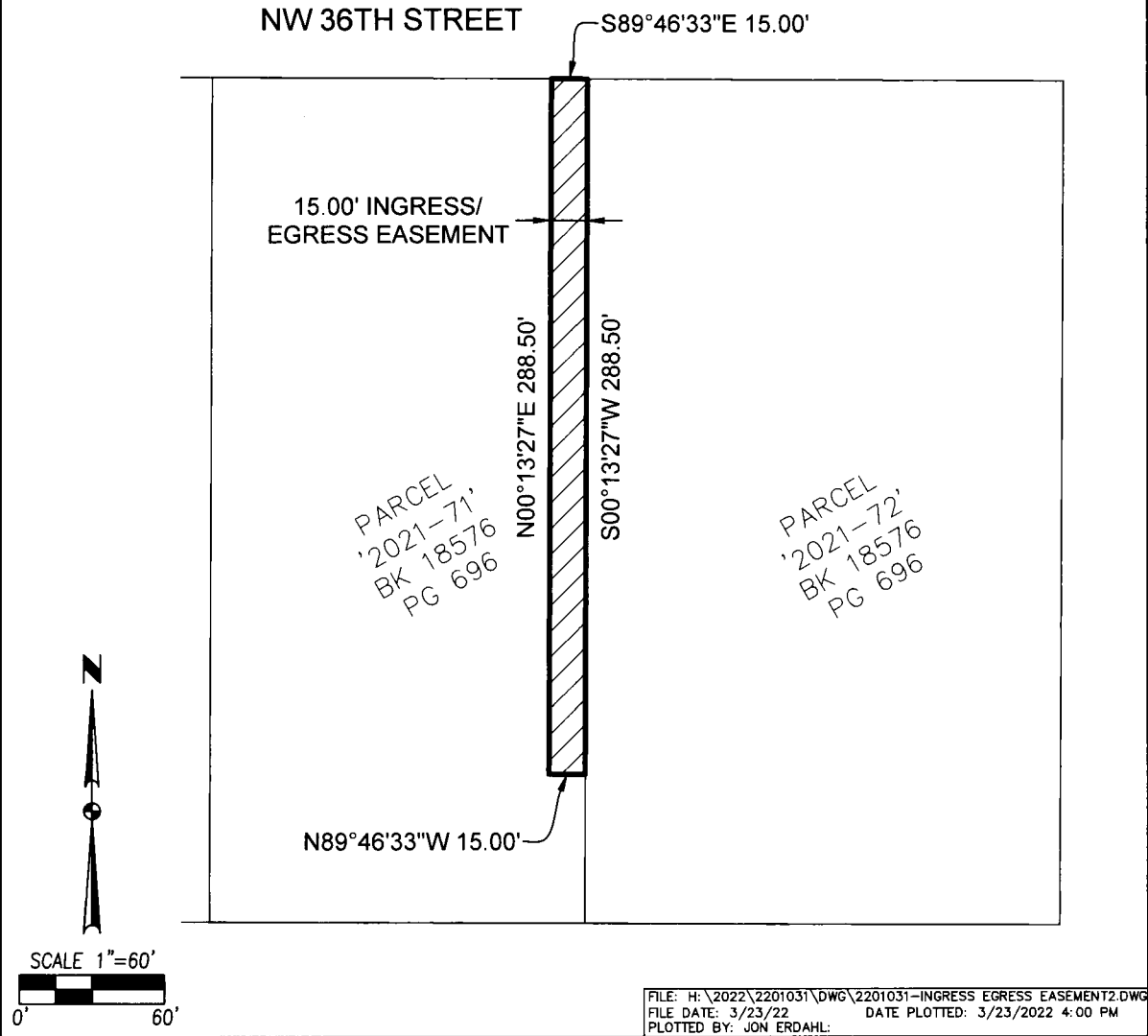
EXHIBIT 'A' - EASEMENT PLAT

OWNER

NORTH ANKENY TACO COMPANY LLC

INGRESS/EGRESS EASEMENT DESCRIPTION

THE NORTHERLY 288.50 FEET OF THE EASTERLY 15.00 FEET OF PARCEL '2021-71' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18576, PAGE 696, BEING A PART OF LOT 2, ASPEN RIDGE COMMERCIAL PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND CONTAINING 0.10 ACRES (4,327 SQUARE FEET).





ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

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

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting permanent water main easement from Central Iowa Hospital Corporation at 3625 N. Ankeny Blvd. to facilitate the construction of the North Ankeny Blvd. Water Main project.

FISCAL IMPACT: **Yes**

The total compensation for the permanent water main easement is \$0.00.

CITY MANAGER'S RECOMMENDATIONS:

Approve the **RESOLUTION** accepting permanent water main easement from Central Iowa Hospital Corporation at 3625 N. Ankeny Blvd. to facilitate the construction of the North Ankeny Blvd. Water Main project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Permanent Water Main Easement

RESOLUTION

A RESOLUTION ACCEPTING AND APPROVING DOCUMENTS FOR THE ACQUISITION OF PERMANENT WATER MAIN EASEMENT FOR THE NORTH ANKENY BLVD. WATER MAIN PROJECT IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that Permanent Water Main Easement be granted by Central Iowa Hospital Corporation to facilitate the construction of the North Ankeny Blvd. Water Main project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Municipal Utilities staff to acquire said Permanent Water Main Easement necessary for the construction of the North Ankeny Blvd. Water Main project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said Permanent Water Main Easement from Central Iowa Hospital Corporation.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Permanent Water Main Easement for the completion of the North Ankeny Blvd. Water Main project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 20th day of June, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLIC WATER MAIN EASEMENT
Recorder's Cover Sheet**

Preparer Information:

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

Taxpayer Information:

Central Iowa Hospital Corporation, 1200 Pleasant St., Des Moines, IA 50309-1406.

Return Document To:

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

Grantors:

Central Iowa Hospital Corporation

Grantees:

City of Ankeny, Iowa

Legal Description: See Page 2 below.

Document or instrument number if applicable:

PUBLIC WATER MAIN EASEMENT

KNOW ALL BY THESE PRESENTS:

That the undersigned, Central Iowa Hospital Corporation, an Iowa corporation, of the City of Ankeny, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

A twenty feet wide permanent easement for water main purposes, over, under and across the East 20 feet of the West 70 feet of Outlot Y in Ankeny Medical Park Plat 1, now included in the City of Ankeny, Iowa.

That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Water Main

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover, and repairing/restoring any disturbance to the paved walking/biking pathway at City expense (but not including any structures, trees, or shrubs). Except with regard to the walking/biking pathway, the City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

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

Signed this 25 day of May, 2022.

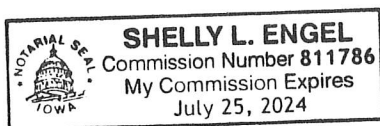
Grantor:
Central Iowa Hospital Corporation

By: Thomas Mathews
Name: Thomas P. Mathews
Title: CFO

STATE OF IOWA, COUNTY OF Polk, ss:

On this 25 day of May, 2022, before me, the undersigned, a Notary Public in and for said County and State personally appeared Thomas P. Mathews to me personally known, who being by me duly sworn, did say that he is the CFO of Central Iowa Hospital Corporation, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of Central Iowa Hospital Corporation, by it and by him voluntarily executed.

Shelly L. Engel
Notary Public in and for the State of Iowa





ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Ankeny Parks Maintenance Facility Phase 1: Consider motion to approve: a) The Architect's Certificate of Completion; b) **RESOLUTION** accepting the public improvement with All Star Concrete, LLC in the amount of \$774,938; and c) Retainage Payment #9 in the amount of \$4,000 which will be released 30 days after project acceptance.

EXECUTIVE SUMMARY:

The actions before the council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the retainage payment to All Star Concrete, LLC on the Ankeny Parks Maintenance Facility Phase 1.

This project is now fully complete and all closeout items have been addressed by the contractor. A series of acceptance actions are needed in order to close out this construction project:

a) Architect's Certificate of Completion: The attached Certificate of Completion from the architect, ASK

Studios, states that the work performed was in substantial conformance with the plans and specifications.

b) Resolution accepting the Public Improvements: This Resolution approves and adopts the Architect's Certificate of Completion.

c) Payment #9, releasing the retainage on the project to All Star Concrete, LLC in the amount of \$4,000. It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Accept the Architect's Certificate of Completion.
 2. Adopt the Resolution accepting the project.
 3. Authorize the Retainage Payment 30 days after project acceptance.
-

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

April 20, 2020: City Council awarded construction and approved construction contract.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Acceptance Letter
Pay Application Final
Resolution



May 27, 2022

Mr. Nick Osborne
Assistant to the City Manager
City of Ankeny

Re: Ankeny Parks Maintenance Facility Phase 1
Project Acceptance

Dear Mr. Osborne:

Please find attached Application for Payment 09 from All Star Concrete for their contract for General Construction for the Ankeny Parks Maintenance Facility Phase 1. This application is for the balance of the retainage and will bring to 100% of contract amount.

All closeout documentation has been submitted, reviewed, and distributed to the City of Ankeny in accordance with the project specifications. All punchlist items, to our knowledge, have been completed. The basin has been reseeded.

We have certified the application in the amount requested. ASK Studio recommends Final Acceptance of the Ankeny Parks Maintenance Facility Phase 1 as delivered by All Star Concrete.

If you have any questions or comments please call me. We appreciate the opportunity to work with the City of Ankeny on this project.

Respectfully;
Architects Schipper Kastner

Michael Kastner AIA

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Parks Maintenance Facility Renovation - Phase 1
Contractor: All Star Concrete LLC
Address: 4989 NW Johnston Drive, Johnston, IA 50131
Finance Budget Code: 914.2914.4413 **Finance Project #** 914.4413
Vendor Project or Invoice #: Final Pay App **PO #** -
Original Contract Date: May 26, 2022 **Vendor #**

Date of Council Meeting: June 20, 2022 **PAYMENT REQUEST #** Final
PAYMENT PERIOD: From: May 1, 2022 Through: May 26, 2022

Contract Summary

Original Contract Amount:	\$	773,100.00	
Net change by Change Orders:	\$	1,838.00	
Contract Amount to Date: (line 1 ± 2)	\$	774,938.00	
Total completed and stored to date:	\$	774,938.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	774,938.00	
Less previous applications for payment:	\$	770,938.00	
SUBTOTAL	\$		4,000.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,000.00

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: All Star Concrete LLC
 Firm Name

Signature: Alex Vagstad Date: 5/26/22

Engineer / Consultant Approval: ASK STUDIO
 Firm Name

Signature: [Signature] Date: 5/27/2022

City of Ankeny Staff Approval:

Signature: Mike Osborn Date: 5/31/22

Submit to: Nick Osborn, Assistant to the City Manager
E-mail: n.osborn@ankenyia.gov **Phone:** 515-965-6426 **Fax:**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 1, 2020	\$ 109,012.50
2	June	\$ 70,953.60
3	July	\$ 55,100.00
4	August	\$ 158,650.00
5	Sept	\$ 96,140.00
6	Oct	\$ 174,800.00
7	Nov	\$ 71,535.00
8	Dec/Partial Retainage	\$ 34,746.90
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 770,938.00

Record of Change Orders

No.	Date	Amount
1	June	\$ 1,838.00
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6		
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CHANGE ORDER TOTAL = \$ 1,838.00

Contract Time Remaining

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE ANKENY PARKS MAINTENANCE FACILITY RENOVATION - PHASE 1", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE ANKENY PARKS MAINTENANCE FACILITY RENOVATION - PHASE 1

WHEREAS, on the 20th day of April, 2020, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with All Star Concrete, LLC of Johnston, Iowa, for the construction of certain public improvements generally described as the Ankeny Parks Maintenance Facility Renovation - Phase 1; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on May 27, 2022:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$774,938.00, as shown in the report of the Engineer.

PASSED AND APPROVED this 20th day of June, 2022.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Wastewater Plant Partial Demolition: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with Con-Struct, Inc. in the amount of \$361,359.50; c) Change Order #3 for (\$6,700); d) Final Payment #5 in the amount of \$0.00 / Release of Retainage in the amount of \$11,702.98.

EXECUTIVE SUMMARY:

The actions before the council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payment to Con-Struct, Inc. on the Wastewater Plant Partial Demolition project.

The Wastewater Plant Partial Demolition Project is now complete including all final punch-list items. A series of actions are needed in order to close out this construction project:

1. Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications and that

the final contract amount is \$361,359.50.

2. Resolution accepting the public improvements: This resolution approves and adopts the engineer's Certificate of Completion on the Wastewater Plant Partial Demolition Project and establishes the final contract amount to be \$361,359.50.

3. Change Order #3: Con-Struct, Inc. = (\$6,700.00)

4. Final Payment: Con-Struct, Inc. = \$0.00

Retainage Payment: Con-Struct, Inc. = \$11,702.98

It is recommended that the retainage payment on the project be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Accept the Certificate of Completion from the project engineer for the Wastewater Plant Partial Demolition Project;

2. Adopt the Resolution accepting the Wastewater Plant Partial Demolition Project with Con-Struct, Inc. in the final contract amount of \$361,359.50;

3. Authorize change order #3 to Con-Struct, Inc. in the amount of (\$6,700.00) and

4. Authorize final payment to Con-Struct, Inc. in the amount of \$0.00 and release of retainage payment in the amount of \$11,702.98 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

September 20, 2021: Council ordered construction and set dates for bid letting and public hearing.

October 18, 2021: Council held a public hearing; adopted plans, specifications, form of contract, and estimate of cost; awarded construction; and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certificate of Completion
 Change Order
 Final Payment
 Resolution

CERTIFICATE OF COMPLETION

Wastewater Plant Partial Demolition (2021)

Ankeny, Iowa

June 20, 2022

This is to certify that the construction improvements on the *Wastewater Plant Partial Demolition (2021)* project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is **\$361,359.50**. I hereby recommend acceptance of the project.

Respectfully submitted,



Taylor Hopper, P.E.
Assistant Project Manager
FOX Strand
Iowa License Number P22211

Engineer's Statement of Completion

Project: Wastewater Plant Partial Demolition (2021)	Date of Contract: October 18, 2021
Owner: City of Ankeny	Owner's Finance Project No.: 632.4405
Engineer: FOX Strand	Engineer's Project No.: 3379-20A
Contractor: Con-Struct, Inc.	

I hereby state that the construction of **Wastewater Plant Partial Demolition (2021)** by a Contract dated **October 18, 2021**, has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on **May 18, 2022**. The Contract completion date is **April 7, 2022**.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is **\$361,359.50**. The derivation of this total amount is tabulated on the attached sheet.

A total of **\$349,656.52** has been paid previously, leaving **\$11,702.98** due as of the date of this document. The remaining **\$11,702.98** is retainage that shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims exist in connection with this Contract. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Strand

By: Taylor Stoppel

Iowa Registration No.: P22211

Date: 6/13/2022

FOX Strand PN: 3379-20A\7020.004

Distribution:

Engineer
Contractor
Owner
IDNR

Accepted by:

Owner: _____

Resolution: _____

Date: _____

Signed: _____

Title: _____

Attest: _____

Summary Derivation of Final Contract Amount
Wastewater Plant Partial Demolition
Ankeny, Iowa
FOX PN 3379-20A

Calculation of Final Contract Amount

Original Contract Amount	\$	379,000.00
Change Order 1	\$	4,059.50
Change Order 2	\$	(15,000.00)
Change Order 3	\$	(6,700.00)
Final Contract Amount	\$	361,359.50

Final Amount Due

Final Contract amount	\$	361,359.50
Pay Request 1	\$	37,525.00
Pay Request 2	\$	108,300.00
Pay Request 3	\$	200,981.52
Pay Request 4	\$	2,850.00
Final Payment Due (Retainage)	\$	11,702.98

CHANGE ORDER FORM



Project Title: Wastewater Plant Partial Demolition (2021)
Contractor: Con-Struct, Inc.
Address: 305 S. Dayton Ave. Ames, IA 50010
Finance Budget Code: 632.3632.4405 **Finance Project #** 632.4405
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: October 18, 2021 **Vendor #** 6379

Change Order Number: 3

Change Order Date: June 20, 2022

Purpose of Change Order:

The excavated area around the final clarifier junction box was filled loosely due to impending inclement weather and was not excavated and recompact as intended.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Credit for work not completed as noted	LS	1.00	\$ (6,700.00)	\$ (6,700.00)
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 3 makes the following adjustments to the Contract: **\$ (6,700.00)**

Contractor Accepted: Con-Struct, Inc.

B. W. Smith 6/11/2022
 Signature Date

Engineer Approved: FOX Strand

Taylor Hopper 6/10/2022
 Signature Date

Owner Accepted: City of Ankeny

Signature Title
 Date

Attest for Owner:

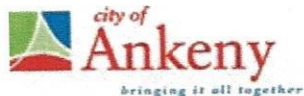
Signature Title
 Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 379,000.00
1	February 7, 2022	\$ 4,059.50
2	March 21, 2022	\$ (15,000.00)
3	June 20, 2022	\$ (6,700.00)
4		
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14		
15		

Revised Contract Amount \$ 361,359.50

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Wastewater Plant Partial Demolition (2021)
Contractor: Con-Struct, Inc.
Address: 305 S. Dayton Ave. Ames, IA 50010
Finance Budget Code: 632.3632.4405 **Finance Project #** 632.4405
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: October 18, 2021 **Vendor #** 6379

Date of Council Meeting: June 20, 2022 **PAYMENT REQUEST #** 5 (Final)
PAYMENT PERIOD: From: May 20, 2022 Through: May 19, 2022

Contract Summary

Original Contract Amount:	\$	379,000.00	
Net change by Change Orders:	\$	(17,640.50)	
Contract Amount to Date: (line 1 ± 2)	\$	361,359.50	
Total completed and stored to date:	\$	361,359.50	
Retainage: 3.24 % of Completed Work:	\$	11,702.98	
Total Earned less Retainage:	\$	349,656.52	
Less previous applications for payment:	\$	349,656.52	
SUBTOTAL			\$0.00

OTHER CHARGES (Attach an itemized list) \$0.00

CURRENT PAYMENT DUE \$0.00

Balance to finish, including retainage: \$ 11,702.98

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: Con-Struct, Inc.

Signature: [Signature] Date: 6/13/2022

Engineer / Consultant Approval: FOX Strand

Signature: Taylor Stapper Date: 6/13/2022

City of Ankeny Staff Approval:

Signature: _____ Date: _____

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Clearing and Grubbing	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00	0.0000	\$ -	1.0000	1.00	\$ 2,000.00	0.00	100.00%
2	Erosion Control	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	0.0000	\$ -	1.0000	1.00	\$ 5,000.00	0.00	100.00%
3	Excavation and Backfill	LS	1.00		1.00	\$ 70,000.00	\$ 70,000.00	0.0000	\$ -	1.00000	1.00	\$ 70,000.00	0.00	100.00%
4	Mobilization	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	0.0000	\$ -	1.0000	1.00	\$ 5,000.00	0.00	100.00%
5	Flowable Fill	LS	1.00		1.00	\$ 17,000.00	\$ 17,000.00	0.0000	\$ -	1.0000	1.00	\$ 17,000.00	0.00	100.00%
6	Removal of Pavements	LS	1.00		1.00	\$ 6,000.00	\$ 6,000.00	0.0000	\$ -	1.0000	1.00	\$ 6,000.00	0.00	100.00%
7	Removal of Structures	LS	1.00		1.00	\$ 140,000.00	\$ 140,000.00	0.0000	\$ -	1.0000	1.00	\$ 140,000.00	0.00	100.00%
8	Granular Surfacing	LS	1.00		1.00	\$ 9,000.00	\$ 9,000.00	0.0000	\$ -	1.0000	1.00	\$ 9,000.00	0.00	100.00%
9	Topsoil	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	0.0000	\$ -	1.0000	1.00	\$ 5,000.00	0.00	100.00%
10	Import of Structural Fill for AB 3	CY	4,800.00		4,800.00	\$ 25.00	\$ 120,000.00	0.0000	\$ -	4,800.0000	4,800.00	\$ 120,000.00	0.00	100.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	CHANGE ORDER ITEMS													
1.00	Additional Demo Work	LS	1.00		1.00	\$ 4,059.50	\$ 4,059.50	1.00	\$ 4,059.50		1.00	\$ 4,059.50	0.00	100.00%
2.00	Site Work Scope Changes	LS	1.00		1.00	\$ (15,000.00)	\$ (15,000.00)	1.00	\$ (15,000.00)		1.00	\$ (15,000.00)	0.00	100.00%
3.00	Final Clarifier Junction Box	LS	1.00		1.00	\$ (6,700.00)	\$ (6,700.00)	1.00	\$ (6,700.00)		1.00	\$ (6,700.00)	0.00	100.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 361,359.50 PAY PERIOD = \$ (17,640.50)

COMPLETED = \$ 361,359.50

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	December 31, 2021	\$ 37,525.00
2	January 28, 2022	\$ 108,300.00
3	March 21, 2022	\$ 200,981.52
4	June 6, 2022	\$ 2,850.00
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 349,656.52

Record of Change Orders

No.	Date	Amount
1	February 7, 2022	\$ 4,059.50
2	March 21, 2022	\$ (15,000.00)
3	June 20, 2022	\$ (6,700.00)
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CHANGE ORDER TOTAL = \$ (17,640.50)

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE WASTEWATER PLANT PARTIAL DEMOLITION", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE WASTEWATER PLANT PARTIAL DEMOLITION

WHEREAS, on the 18th day of October, 2021, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with Con-Struct, Inc. of Ames, Iowa, for the construction of certain public improvements generally described as the Wastewater Plant Partial Demolition; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on June 20, 2022:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$361,359.50, as shown in the report of the Engineer.

PASSED AND APPROVED this 20th day of June, 2022.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider a motion to enter into an agreement with the Iowa Civil Rights Commission (ICRC) from July 1, 2022- June 30, 2023 for the reimbursement of city staff time in processing discrimination claims referred to the ICRC

EXECUTIVE SUMMARY:
The City (Ankeny Civil Rights Commission) and the ICRC mean to extend their formal relationship through this agreement that allows the City to be reimbursed for time and expenses associated with referring cases to the ICRC.

FISCAL IMPACT: **Yes**
Costs will be reimbursed as expended and at the levels noted in the agreement, up to annual maximum of \$33,000

CITY MANAGER'S RECOMMENDATIONS:
Approve the motion to enter into an agreement with the Iowa Civil Rights Commission for Fiscal Year

2022-23

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 ICRC Agreement



**IOWA CIVIL RIGHTS
COMMISSION**

STATE OF IOWA

KIM REYNOLDS, GOVERNOR
ADAM GREGG, LT. GOVERNOR

STAN THOMPSON, EXECUTIVE DIRECTOR

June 9, 2021

Nick Osborne
410 W. First St.
Ankeny, IA 50023

Re: FY 2023 Cooperative Agreement Proposals

Dear Mr. Osborne:

Enclosed please find the FY2023 proposed cooperative agreement. As in prior years, the total amount of funds the ICRC will spend on this program is \$33,000, which will be provided on a first come, first serve basis. Once the \$33,000 has been expended, ICRC will no longer be able to provide reimbursement. ICRC will let you know if it gets close to using up all of the funding before the end of the contract period.

If your agency intends to sign the cooperative agreement, ICRC must receive the signed agreement no later than **September 1, 2022**. This should allow sufficient time for your agency to coordinate and collect the appropriate signatures as required by your local ordinances or city government. This cut-off date enables ICRC to better manage its budget and resources.

I hope you will consider taking advantage of this program, which provides an excellent opportunity for your commission to receive funds from the ICRC, help reduce your caseload/backlog, and does not obligate your agency to refer any cases to the ICRC beyond those for which you would like to be reimbursed. Those local commissions with direct agreements with the EEOC and/or HUD will not be eligible for payment by the ICRC if payment is also received by the EEOC or HUD. You may also want to note that the amount of disbursement by the ICRC for intake on EEOC cases under the ICRC cooperative agreement is higher than the amount paid by the EEOC.

Please do not hesitate to contact me if you have any questions.

Yours very truly,



Stan Thompson
Executive Director

COOPERATIVE AGREEMENT
Between ANKENY HUMAN RIGHTS COMMISSION
&
IOWA CIVIL RIGHTS COMMISSION

1. **Definitions:** As used in this Cooperative Agreement the following terms are defined as follows:

- a) "ICRC" means the Iowa Civil Rights Commission.
- b) "Local agency" means Ankeny Human Rights Commission and must comply with the requirements of Iowa Code §216.19
- c) "Fiscal Year 2022" runs from July 1, 2022 to June 30, 2023.
- d) "Intake" means a completed and signed complaint that meets the jurisdictional requirements of ICRA and forwarded to the ICRC for initial processing and investigation with accompanying release, contact information and jurisdictional review documentation.
- e) "Resolution" means a case closure resulting in an administrative closure (except for failure to cooperate or locate Complainant); a conciliated and settled case; satisfactory adjustment; a No Probable Cause Order; a Probable Cause Order; or closure after Public Hearing.
- f) "Initial filing date" means the date as determined by local file-stamp receipt date shown on the complaint.

2. **Authority:** To effectuate the purposes of the "Iowa Civil Rights Act" (ICRA), the ICRC now enters into a Cooperative Agreement with the Ankeny Human Rights Commission. Iowa Code §216.19.

3. **Purpose:** ICRC's purpose is to assist local agencies in resolving discrimination complaints and to reduce case backlogs without compromising quality or the integrity of the system. ICRC has designed criteria to ensure an efficient, effective, and coordinated effort between the ICRC and local agencies.

4. **Scope:** Under this Cooperative Agreement, ICRC contracts with the Ankeny Human Rights Commission for the satisfactory intake and resolution of complaints whose allegations fall within the prohibitions of Iowa Code §§216.6, 216.6A, 216.7, 216.8, 216.8A, 216.9, 216.10 and 216.11. This Cooperative Agreement does not cover complaints that do not fall within these sections of the Iowa Code.

3. **Period:** This Cooperative Agreement will run during Fiscal Year 2023. There is no commitment on the part of ICRC to contract with the Ankeny Human Rights Commission for the resolution of complaints after June 30, 2023.

4. **Total Amount:** The total amount ICRC can be required to spend, as aggregate compensation to all contracting local commissions for work performed under cooperative agreements for Fiscal Year 2023 is \$33,000.00 maximum. If insufficient funds exist for payment of all cases tendered for payment by the contracting Local Commissions, payment shall be allocated on a first-come first-served basis, according to the date of submission of the intakes or resolutions to the ICRC.

5. **Payment Date:** ICRC agrees to provide payment on a quarterly basis based upon satisfaction of the conditions established in this agreement. Payment will be provided for work performed and accepted under this Agreement by the ICRC, and for cases cross-filed with the local agency EEOC or HUD, when credit has been approved by that agency. Payment will be provided only for cases that are determined by the ICRC to be jurisdictional under the ICRA, if the complaints are timely received by the ICRC, and for cases cross-filed with the local agency and EEOC or HUD, credit has been approved by that agency. In the case of payment for intake services, ICRC accepts the work if/when ICRC opens the case file corresponding to the intake. Payment is conditioned upon execution of this contract which must be accomplished and returned to the ICRC no later than September 1, 2022. Agreements presented after that date will be rejected by the ICRC absent prior written approval for late submission by the Director of the ICRC.

6. **Payment Schedule:**

(a) **Intakes:** See attached Schedule A for breakdown of reimbursement rates based on the timing of receipt of the complaint for housing and non-housing referrals to the ICRC. If the ICRC complaint form is used, it will not be necessary to submit the jurisdictional review documentation. All information noted on the jurisdictional review documentation must be provided to the ICRC with the intake documentation. No payment will be made for non-housing intakes that are more than 60 days old or housing intakes that are more than 30 days old on the date received by the ICRC.

(b) **Resolutions:** See Schedule A (attached) for rate of payment based on time received.

In the case of administrative closures for failure to cooperate or failure to locate complainant, no reimbursement will be provided. Further, this clause does not apply to resolutions submitted by

including settlement agreements and withdrawals must include local and state case numbers, and when cross-med with EEOC, federal case number. Payment may be denied if closure papers or settlement agreements do not include case numbers, or if any case number is Incorrect. ICRC may be required to obtain a full copy of the case file maintained by the local commission. The copies should be provided to ICRC at no cost and within two weeks of request.

If required by your local protocol, ordinance or practice, separate signature lines have been provided for your Mayor and Commission Chair.

Mayor

Date

Chairperson, Ankeny Human Rights Commission

Date

Stan Thompson Executive Director, Iowa Civil Rights Commission

Date

SCHEDULE A

***The following summarizes the payment schedule.

Intake:	Complaint sent to ICRC for processing and investigation within 7 days (housing) or 30 days (non-housing) of initial filing date with local agency.	\$500 for housing cases eligible for cross-filing with HUD; \$250 for employment cases eligible for cross-filing with EEOC; \$125 for cases not eligible for cross-filing

	Complaint sent to ICRC for processing and investigation greater than 7 days but within 30 days (housing); greater than 30 days but within 60 days (non-housing) of initial filing date with local agency.	\$250 for housing cases eligible for cross-filing with HUD; \$150 for employment cases eligible for cross-filing with EEOC; \$75 for cases not eligible for cross-filing
	Complaint sent to ICRC for processing and investigation greater than 30 days (housing) or 60 days (non-housing) of initial filing date with local agency.	\$0
Resolutions for Non-housing Cases:	Complaint Resolutions sent to ICRC for closure processing within 180 days of initial filing date with local agency.	\$325 for cases eligible for cross-filing with EEOC; \$100 for cases not eligible for cross-
	Complaint Resolutions sent to ICRC for closure processing greater than 180 days but within 600 days of initial filing date with local agency.	\$200 for cases eligible for cross-filing with EEOC; \$50 for cases not eligible for cross-
	Complaint Resolutions sent to ICRC for closure processing greater than 600 days of initial filing date with local agency.	\$0



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve the renewal of the general insurance policy with Iowa Communities Assurance Pool (ICAP) for the policy year July 16, 2022 through July 15, 2023, with a premium amount of \$442,827.

EXECUTIVE SUMMARY:
The following factors impacted the premium:

1. Growth in vehicle and property valuations.
2. Increasing reinsurance costs.
3. The Pool experienced large losses related to the August 10, 2020 derecho storm event.

City staff and True North Companies met to review claims history and deductible options and recommend no change in the current coverage limits available from ICAP.

FISCAL IMPACT: **Yes**
The total premium amount for the policy year is \$442,827, an increase of \$79,943.

CITY MANAGER'S RECOMMENDATIONS:

Approve the renewal of the general insurance policy with Iowa Communities Assurance Pool (ICAP) for the policy year July 16, 2022 through July 15, 2023, with a premium amount of \$442,827.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 General Insurance Renewal
 Insurance Summary



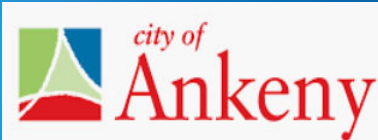
Member Name: City of Ankeny
Policy Number: R0408PC2022-3

Anniversary Date: 07/16/2022

Coverage	Limit of Coverage	Contribution
General Liability	\$2,000,000	\$80,262
Auto Liability	\$2,000,000	\$35,125
Law Enforcement Liability	\$2,000,000	\$33,413
Public Officials Liability	\$2,000,000	\$23,005
Excess Liability	\$13,000,000	\$52,710
Vehicles	\$12,941,257	\$53,322
Property	\$164,327,866	\$164,990
Equipment Breakdown	Included	Included
Crime	\$50,000	\$0
TOTAL CONTRIBUTION		\$442,827

MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR BEFORE:
07/16/2022

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-(800) 383-0116.



COVERAGES	21-22 Premium	22-23 Premium	\$ Difference
Property	\$ 130,919	\$ 164,990	\$ 34,071
Blanket Building/BPP Limit Total	143,325,450	164,327,886	\$ 21,002,436
Building	128,229,918	148,599,472	\$ 20,369,554
Personal Property	8,870,364	9,204,497	\$ 334,133
Fine Arts	80,500	80,500	
Miscellaneous Property Scheduled	5,433,763	4,928,498	\$ (505,265)
Miscellaneous Property Unscheduled	710,905	1,514,899	\$ 803,994
Average Rate	0.0009	0.0010	
Deductible	25,000	25,000	
General Liability	\$ 69,710	\$ 80,262	\$ 10,552
Each Occurrence	2,000,000	2,000,000	
Medical Expense Limit	10,000	10,000	
General Aggregate	2,000,000	2,000,000	
Deductible -BI & PD	10,000	10,000	
Employee Benefit Liability	1,000,000	1,000,000	
Professional Liability	\$ 45,269	\$ 56,418	\$ 11,149
Official Liability Limit	2,000,000	2,000,000	
Deductible	2,500	2,500	
Law Enforcement Liability Limit	2,000,000	2,000,000	
Deductible per claim	5,000	5,000	
Workers' Compensation - IMWCA	\$ 428,260	\$ 388,786	\$ (39,474)
Employers Liability	\$1,000,000/ \$1,000,000/ \$1,000,000	\$1,000,000/ \$1,000,000/ \$1,000,000	
Deductible Each Occurrence	25,000	25,000	
411 "Medical Only" Deductible -Each Occurrence	250,000	250,000	
Auto	\$ 75,847	\$ 88,447	\$ 12,600
Liability Limit	2,000,000	2,000,000	
Vehicle Value Limit	12,365,055	12,941,257	\$ 576,202
Crime ICAP - Excess over Travelers	Included	Included	
Employee Theft	50,000	50,000	
Forgery or Alterations	50,000	50,000	
Computer/Funds Transfer	10,000	10,000	
Deductible	25,000	25,000	
Crime Travelers-Primary	\$ 4,831	\$ 5,435	\$ 604
Employee Dishonesty	100,000	1,000,000	
Excess limit for specified Employees	500,000	500,000	
# of Positions with higher limits	22	22	
Deductible	1,000	5,000	
Cyber Travelers-Primary	\$ 34,368	\$ 55,315	\$ 20,947
Aggregate Limit	2,000,000	2,000,000	
Revenue	\$ 122,000,000	\$ 167,000,000	\$ 45,000,000
Excess Liability	\$ 41,139	\$ 52,710	\$ 11,571
Limit	13,000,000	13,000,000	
ACCOUNT PREMIUM	\$ 830,343	\$ 892,363	\$ 62,020



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve the renewal of the crime and cyber policy with Travelers Casualty and Surety Company for the policy year July 16, 2022 through July 15, 2023, with a premium amount of \$60,750.

EXECUTIVE SUMMARY:
The crime policy renewal includes increasing the employee dishonesty coverage from \$100,000 to \$1,000,000.

There are no recommended changes to the cyber policy.

FISCAL IMPACT: **No**
The premium for crime coverage is \$5,435, an increase of \$604.

The premium for cyber coverage is \$55,315, an increase of \$20,947. This change is due to increasingly common and costly cyber attacks seen throughout the United States. This policy even with the increase, is considered market competitive.

CITY MANAGER'S RECOMMENDATIONS:

Approve the renewal of the crime and cyber policy with Travelers Casualty and Surety Company for the policy year July 16, 2022 through July 15, 2023, with a premium amount of \$60,750.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

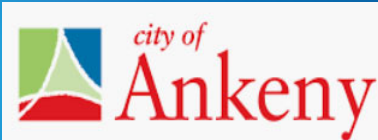
PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Insurance Summary



COVERAGES	21-22 Premium	22-23 Premium	\$ Difference
Property	\$ 130,919	\$ 164,990	\$ 34,071
Blanket Building/BPP Limit Total	143,325,450	164,327,886	\$ 21,002,436
Building	128,229,918	148,599,472	\$ 20,369,554
Personal Property	8,870,364	9,204,497	\$ 334,133
Fine Arts	80,500	80,500	
Miscellaneous Property Scheduled	5,433,763	4,928,498	\$ (505,265)
Miscellaneous Property Unscheduled	710,905	1,514,899	\$ 803,994
Average Rate	0.0009	0.0010	
Deductible	25,000	25,000	
General Liability	\$ 69,710	\$ 80,262	\$ 10,552
Each Occurrence	2,000,000	2,000,000	
Medical Expense Limit	10,000	10,000	
General Aggregate	2,000,000	2,000,000	
Deductible -BI & PD	10,000	10,000	
Employee Benefit Liability	1,000,000	1,000,000	
Professional Liability	\$ 45,269	\$ 56,418	\$ 11,149
Official Liability Limit	2,000,000	2,000,000	
Deductible	2,500	2,500	
Law Enforcement Liability Limit	2,000,000	2,000,000	
Deductible per claim	5,000	5,000	
Workers' Compensation - IMWCA	\$ 428,260	\$ 388,786	\$ (39,474)
Employers Liability	\$1,000,000/ \$1,000,000/ \$1,000,000	\$1,000,000/ \$1,000,000/ \$1,000,000	
Deductible Each Occurrence	25,000	25,000	
411 "Medical Only" Deductible -Each Occurrence	250,000	250,000	
Auto	\$ 75,847	\$ 88,447	\$ 12,600
Liability Limit	2,000,000	2,000,000	
Vehicle Value Limit	12,365,055	12,941,257	\$ 576,202
Crime ICAP - Excess over Travelers	Included	Included	
Employee Theft	50,000	50,000	
Forgery or Alterations	50,000	50,000	
Computer/Funds Transfer	10,000	10,000	
Deductible	25,000	25,000	
Crime Travelers-Primary	\$ 4,831	\$ 5,435	\$ 604
Employee Dishonesty	100,000	1,000,000	
Excess limit for specified Employees	500,000	500,000	
# of Positions with higher limits	22	22	
Deductible	1,000	5,000	
Cyber Travelers-Primary	\$ 34,368	\$ 55,315	\$ 20,947
Aggregate Limit	2,000,000	2,000,000	
Revenue	\$ 122,000,000	\$ 167,000,000	\$ 45,000,000
Excess Liability	\$ 41,139	\$ 52,710	\$ 11,571
Limit	13,000,000	13,000,000	
ACCOUNT PREMIUM	\$ 830,343	\$ 892,363	\$ 62,020



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve the renewal of the workers' compensation policy with Iowa Municipalities Workers' Compensation Association (IMWCA) for the policy year July 1, 2022 through June 30, 2023, with a premium amount of \$388,786.

EXECUTIVE SUMMARY:
The following factors impacted the premium:

1. Experience modification factor increased from .57 to .60.
2. Change in workers' compensation costs, with the largest rate increase for non-411 covered volunteer firefighters and drivers.
3. Increased payroll costs from \$15,971,488 to \$17,935,685 for non-411 covered payroll and from \$10,304,787 to \$11,427,678 for 411 covered payroll.

FISCAL IMPACT: **Yes**
The total premium amount for the policy year is \$388,786, a decrease of \$39,474.

CITY MANAGER'S RECOMMENDATIONS:

Approve the renewal of the workers' compensation policy with Iowa Municipalities Workers' Compensation Association (IMWCA) for the policy year July 1, 2022 through June 30, 2023, with a premium amount of \$388,786.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Workers' Compensation Renewal
 Insurance Summary

Ankeny (0643)

Estimated Premium Schedule as of 6/3/2022

Policy Period: 7/1/2022-7/1/2023

Workers' Compensation Coverage

Class Code	Description	Rate	Payroll	Premium	Modified Premium	Discounted Premium
5506	Street or Road Paving	7.2%	1,329,822	95,747	57,448	18,999
7520	Waterworks Operations & Driver	3.26%	820,377	26,744	16,046	5,307
7580	Sewage Disposal Plant Operation	2.57%	715,794	18,396	11,038	3,650
7705V	Ambulance Service Companies, Volunteer EMS providers & drivers.	5.04%	71,460	3,602	2,161	715
7711	Volunteer Firefighters & Drivers	46.79%	714,600	334,361	200,617	66,348
7720	Police Officers & Drivers	3.4%	454,366	15,448	9,269	3,065
8380	Automobile - All Others	2.8%	338,994	9,492	5,695	1,883
8810	Clerical Office Employees - NO	0.2%	6,254,671	12,509	7,505	2,482
8810V	Elected or Appointed Officials	0.2%	45,000	90	54	18
9015	Building Maintenance - Operation	3.03%	548,273	16,613	9,968	3,297
9060	Clubs - Country	1.73%	830,376	14,366	8,620	2,851
9102	Parks NOC - All Employees	3.56%	1,832,100	65,223	39,134	12,942
9402	Street Cleaning & Drivers	4.98%	143,158	7,129	4,277	1,414
9410	Municipal Employees	2.4%	3,836,694	92,081	55,249	18,272
Totals:			17,935,685	711,801	427,081	141,243

Your IMWCA Discount for Workers' Compensation Coverage:

Longevity Credit:	\$ 29,896	7%
Loss Experience Credit:	\$ 111,041	26%
Large Premium Discount:	\$ 59,791	14%
Total Discount:	\$ 200,728	47%

Workers' Compensation Premium Calculation

Pure Premium:	\$ 711,801
Experience Modification Factor: X	.60
Modified Premium:	\$ 427,081
IMWCA Discount Amount: -	\$ 200,728
Discounted Premium:	\$ 226,353
Large Deductible (\$25,000) Discount: X	.78
Amended Premium:	\$ 176,555
Good Experience Bonus: X	.80
Expense Constant: +	\$ 160
Annual Premium:	\$ 141,403
Total Premium:	\$ 141,403

Other Coverage

Chapter 411 Medical Only Coverage

Class Code	Description	Rate	Payroll	Premium
7710M	Chapter 411 Firefighters & Drivers	11.81%	4,910,424	579,921
7720M	Chapter 411 Police Officers	1.73%	6,517,254	112,748
Totals:			11,427,678	692,669

Chapter 411 Premium: 692,669

Large Deductible (\$250,000) Discount: X .42

Modified Premium: 290,921

Discretionary Discount: X .85

Discounted Premium: 247,283

Non-Statutory Medical Coverage

Rate: \$10/Volunteer, Minimum Premium \$100

Estimated Number of Volunteers 0 Rate: 10 Premium: 0

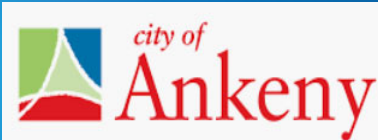
Premium generated by count falls beneath minimum premium standards, therefore a minimum premium of \$100 has been used.

Non-Stat. Vol. Premium: 0

Minimum Premium: 100

Total Estimated Coverage Premium: \$ 388,786

This is not an invoice.



COVERAGES	21-22 Premium	22-23 Premium	\$ Difference
Property	\$ 130,919	\$ 164,990	\$ 34,071
Blanket Building/BPP Limit Total	143,325,450	164,327,886	\$ 21,002,436
Building	128,229,918	148,599,472	\$ 20,369,554
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Crime ICAP - Excess over Travelers	Included	Included	
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Computer/Funds Transfer	10,000	10,000	
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Excess Liability	\$ 41,139	\$ 52,710	\$ 11,571
Limit	13,000,000	13,000,000	
ACCOUNT PREMIUM	\$ 830,343	\$ 892,363	\$ 62,020



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Police

COUNCIL GOAL:

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the execution of one certain 28E Agreement by and between the City of Ankeny, Iowa, and Central Iowa Law Enforcement Agencies for Traffic Enforcement.

EXECUTIVE SUMMARY:

This Agreement is for the purpose of creating the Central Iowa Traffic Safety Task Force. No new entity is created by this 28E agreement. Rather, this arranges a collaborative joint targeted law enforcement group. Collaborative joint targeted enforcement actions provide an opportunity for improved public education and enforcement of traffic laws in Central Iowa.

Task Force activities are staffed by personnel from various member law enforcement agencies. This Agreement does not preclude other cooperative law enforcement activities.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 28E Agreement
 Resolution

AGREEMENT BETWEEN CENTRAL IOWA LAW ENFORCEMENT
AGENCIES FOR TRAFFIC ENFORCEMENT
CHAPTER 28E

THIS AGREEMENT is entered into pursuant to Chapter 28E of the Iowa Code between multiple municipalities located within nine counties. Boone County, Dallas County, Jasper County, Madison County, Marion County, Marshall County, Polk County, Story County, and Warren County, Iowa; (hereinafter the designated counties) and with the designated counties.

1. **Purpose.** This Agreement is for the purpose of creating the Central Iowa Traffic Safety Task Force. (hereinafter "CITSTF" or "Task Force") No new entity is created by this 28E agreement. Rather, this arranges a collaborative joint targeted law enforcement group. Collaborative joint targeted enforcement actions provide an opportunity for improved public education and enforcement of traffic laws in Central Iowa. Task Force activities are staffed by personnel from various member law enforcement agencies. This Agreement does not preclude other cooperative law enforcement activities.
2. **Membership.** Any signatory municipality within the designated counties may designate one voting member of the Task Force. The following non-municipal entities may designate one voting member of the task force: the Iowa Department of Natural Resources, the Iowa State Patrol, Iowa Department of Transportation, the GTSB and the Iowa National Guard. Municipalities outside of the designated counties may assist with Task Force work
3. **Operating expenses.** The initial operating expenses of the Task Force are covered by a grant from the Governor's Traffic Safety Bureau. Any funds are held in escrow by an agency designated by the CITSTF Board. Voting members will determine how funds are to be allocated for Task Force expenses.
4. **Personnel.** Any participating member may supply personnel to the Task Force. The employing agency or office remains liable for worker's compensation, other job benefits, and disability payments for the participating peace officer. The employing agency or office is responsible for payment and any overtime which may be incurred, including any court time. Each participating member assumes responsibility for its employee's actions and will defend its employees under Chapter 670.
5. **Jurisdiction.** Except as set out in this paragraph, the prosecuting authority over violations occurring within the designated counties shall be determined by the location of the violation without regard to the agency that employs the officer who initiated the charge. For the purposes of this Agreement, the County Attorneys of the participating designated counties delegate to the City Attorney of a participating municipality, the authority to prosecute state traffic and simple misdemeanor charges which arise during a targeted enforcement action within that municipality, unless the person charged is also charged with an indictable

offense in which case the respective County Attorney's Office will retain jurisdiction over any simple misdemeanor charge. Prosecutors from the participating designated counties and municipalities agree to evaluate and prosecute any offenses charged by Task Force Members based on the merit of the charge and not on the identity of the peace officer's employer. For unincorporated areas or if the city attorney is unable to prosecute charges for any reason, the County Attorney will prosecute charges filed by the Task Force.

6. **Indemnification.** To the extent authorized by law, each party agrees to indemnify and to hold the other party, its elected officers, agents, employees, successors, and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the party, its successors and assigns, may incur or sustain a) by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein, or b) by reason of the torts of the indemnifying party. Each party shall defend, indemnify and hold the other parties harmless from and against any and all claims, demands, causes of action, liability, loss, damage, or injury ("claims"), both to person and property, arising out of or related to this Agreement, to the extent such claims are attributable to the negligent or willful misconduct of the indemnitor; provided, indemnitee gives the indemnitor prompt notice of any such claims and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claims and indemnitee does not take any adverse position in connection with such claims. In the event that any such liability, loss, damage or injury is caused by the joint or concurrent negligence or willful actions of multiple parties, the loss, expense or claim shall be borne by each party in proportion to its negligence or willful action. Nothing in this Section shall be deemed to limit the right of a party to defend against any claim or the application of any and all available protections and defenses under state and federal law, including, but not limited to, the Iowa torts Claims Act.
7. **Activities.** Initially the Task Force will intensely monitor traffic compliance in particular targeted areas within the designated counties. The interstate roadways commonly known as 1-235, 1-35 and 1-80 will be designated as continuing targeted enforcement areas under this agreement. All enforcement on these designated targeted enforcement roadways will be governed by each department's policies and procedures. Periodic target areas will be selected by agreement among the members as determined in the by-laws. Targeted activities will be approved by the County Attorney or designee, chief law enforcement officer or designee, and prosecuting city attorney, if any, for each particular event. The chief law enforcement officer may notify other local elected officials as appropriate.
8. **Protocols.** When an area is selected for targeted intense traffic enforcement by the Task Force, the following protocols will be used:
 - a. Citation forms of the jurisdiction in which the violation occurs will be used by all officers regardless of their employing jurisdiction. Officers should note on all traffic or criminal charges filed during an

enforcement project "CITSTF" to indicate the violation occurred during a CITSTF enforcement project.

- b. Prosecution will be by the prosecuting attorney of the targeted jurisdiction.
- c. Regardless of employer, sworn peace officers of any participating member are authorized to write tickets for the targeted enforcement. A roster of participating officers or deputies will be created for each event.
- d. The employer of each participating officer supplies the vehicle, equipment, weapons, uniform and any other necessary materials for the enforcement or educational project from the employing jurisdiction according to that department's policies.
- e. Fines generated from the targeted enforcement of city ordinances will go to the jurisdiction in which the violation occurs, regardless of the peace officer making the stop.
- f. All officers participating in a targeted enforcement project will abide by that officer's departmental policies and procedures for enforcement activity.

9. **Adding and removing members.** Any municipality within the designated counties who agrees to the terms of this Agreement is invited to participate by executing a signature page, signed by that jurisdiction's Mayor, Police Chief and City Clerk. Such a municipality will be deemed to be a participating member when such a signature page is filed with the Iowa Secretary of State in accordance with the requirements of Chapter 28E of the Iowa Code. To withdraw from participation, a municipality, jurisdiction or agency who has previously signed this Agreement must notify the chairperson in writing of their withdrawal and the effective date of the withdrawal, and file a Notice of Withdrawal with the Iowa Secretary of State in accordance with the requirements of Chapter 28E of the Iowa Code. In the event of such a withdraw, any commitments, delegations, and/or authorizations made by that municipality, jurisdiction and/or agency under this agreement will be terminated as of the date of the withdrawal, except any employing agency or office is responsible and remains responsible for their employees as set out in paragraph 4 above. Any prosecution of charges originating in targeted enforcement actions that precede the withdrawal will take place according to this agreement.

10. **Delegation and its effect.** In order for an enforcement action to occur within a municipality, the chief law enforcement officer and the governing body for that municipality must sign this agreement. By signing this agreement, the chief law enforcement officer thereby authorizes peace officers from other participating agencies to issue tickets within that municipality during a task force enforcement action.

11. **Equipment.** Any equipment used by the Task Force will be retained by the participating jurisdictions.

12. **Duration.** This Agreement is effective as to its signatories when it has been executed by the Sheriff, the County Attorney and the Board of Supervisors from at least two of the designated counties and filed with the Iowa Secretary of State in accordance with the requirements of Chapter 28E of the Iowa Code. This agreement shall be terminated with respect to individual members upon giving of the Notice of Withdrawal as set out above. This agreement is terminated in total when it has been replaced and/or abolished upon a majority vote of the membership at such time.
13. **Amendments.** All proposed changes or amendments to this 28E will be brought to the Task Force for consideration. The amendment(s) will be reviewed at no less than two monthly Task Force meetings. Once the amendment(s) have been reviewed two or more times the Task Force will put the amendment to a vote. The amendment will be adopted if it receives a majority of the Task Force members' votes favor the amendment.
14. **Pursuits.** When a multi-agency traffic project is taking place, CITSTF and its participating member will make every effort to accommodate requests from the host agency. This includes, but is not limited to pursuits, termination of pursuits, and traffic enforcement areas. Barring input from the host agency, all participants shall follow the policies and procedures set by their employer.

28E AGREEMENT

CENTRAL IOWA TRAFFIC SAFETY TASK FORCE

Name of Jurisdiction:

The 28E for the Central Iowa Traffic Safety Task Force was adopted on_____.

City Clerk/Attorney

Mayor/Board of Supervisors



Police Chief/Sheriff

On behalf of other participating agencies:

Derrick A. Sperry
Derrick Sperry, CITSTF Chairman
Mitchellville Police Department

RESOLUTION

A RESOLUTION AUTHORIZING THE EXECUTION OF ONE CERTAIN 28E AGREEMENT BY AND BETWEEN THE CITY OF ANKENY, IOWA AND CENTRAL IOWA LAW ENFORCEMENT AGENCIES FOR TRAFFIC ENFORCEMENT

WHEREAS, the City Council of the City of Ankeny, Iowa deems it to be in the best interest of the City to enter into a 28E Agreement with multiple municipalities within nine counties; Boone County, Dallas County, Jasper County, Madison County, Marion County, Marshall County, Polk County, Story County, and Warren County, Iowa, for the purpose of creating the Central Iowa Traffic Safety Task Force; and

WHEREAS, the establishment of the Central Iowa Traffic Safety Task Force will provide an opportunity for improved public education and enforcement of traffic laws in Central Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the 28E Agreement for creation of the Central Iowa Traffic Safety Task Force, a copy of which is hereto attached, should be and the same is hereby approved, and that the Mayor and Police Chief should be and are hereby authorized and empowered to execute said agreement.

DATED at Ankeny, Iowa this 20th day of June, 2022.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2110: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC from R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to 10 units per acre.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of **ORDINANCE 2110** amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2110, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance - Area A
 Exhibit Area A

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 HARDSHIP LAND LLC

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 19th day of April 2022, 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 Hardship Land LLC, be rezoned from the current R-1, One-Family Residence District designation to R-3, Multiple-Family Residence District restricted to 10 units per acre; and,

WHEREAS, on the 20th day of June, 2022, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

THE SOUTH 600 FEET OF THE NORTH 633 FEET OF THE EAST HALF OF THE
NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF
THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA

LAYMAN'S DESCRIPTION:

APPROXIMATELY 17.56-ACRES (+/-) LOCATED SOUTH OF NW 36TH STREET, EAST OF NW WEIGEL
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 Hardship Land LLC from the current R-1, One-Family Residence District designation to R-3, Multiple-Family Residence District restricted to 10 units per acre.

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

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

PASSED at Ankeny Iowa, this ____, day of _____, 2022.

Mark E. Holm, Mayor

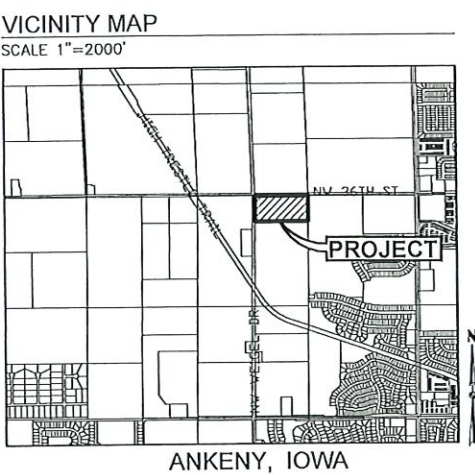
ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2022**

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

FILED IN 2022 APR 19 10:51 AM BY: JESSICA L. JONES, CLERK OF POLK COUNTY, IOWA



OWNER / APPLICANT
HARDSHIP LAND LLC
CONTACT: SONNY HALL
303 LOCUST ST STE 400
DES MOINES, IA 50309-1770
PH. (515) 489-0878

ZONING:
EXISTING: R-1 SINGLE FAMILY RESIDENTIAL DISTRICT
PROPOSED: R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT RESTRICTED TO 10 UNITS/ACRE

REZONING DESCRIPTION - AREA 'A':
THE SOUTH 600 FEET OF THE NORTH 633 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	ANKENY ACRES BIA LLC	1.15	4.4%	
2	SEXAUER FARM INC	7.35	28.2%	
3	TRIPLE J OF ANKENY LC	1.10	4.2%	
4	HARDSHIP LAND LLC	4.44	17.0%	X
5	BLOMQUIST, BRIAN & STACY	0.13	0.5%	
6	HARDSHIP LAND LLC	7.32	28.1%	X
7	CITY STATE BANK	4.57	17.5%	X
		26.07	100.0%	62.6%



REVISIONS

DATE

03/24/2022

03/07/2022

SECOND SUBMITTAL

FIRST SUBMITTAL

4121 NW URBANDALE DRIVE

URBANDALE, IOWA 50322

PHONE: (515) 369-4400 FAX: (515) 369-4410

ENGINEER: EKO

EI: GH

CIVIL DESIGN ADVANTAGE

ANKENY, IOWA

HARMON PROPERTY

REZONING MAP - AREA 'A'

1

1

2107.612

ROLL CALL
Plan & Zoning Commission
Ankeny, IA

Date April 19, 2022

Ayes 7 Nays 0 Abstain 1 Absent 1

APPROVED G. Hunter Chairperson
B. Stephens Secretary



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2111: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC from R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to single family.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of **ORDINANCE 2111** amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2111, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance - Area B
 Exhibit - Area B

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 HARDSHIP LAND LLC

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 19th day of April 2022, 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 Hardship Land LLC, be rezoned from the current R-1, One-Family Residence District designation to R-3, Multiple-Family Residence District restricted to single family; and,

WHEREAS, on the 20th day of June, 2022, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

THE PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9,
TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE
CITY OF ANKENY, POLK COUNTY, IOWA, LYING NORTH OF THE ABANDONED
NORTH PACIFIC RAILROAD, EXCEPT THE NORTH 633 FEET

LAYMAN'S DESCRIPTION:

APPROXIMATELY 63.2-ACRES (+/-) LOCATED SOUTH OF NW 36TH STREET, EAST OF NW WEIGEL
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 Hardship Land LLC from the current R-1, One-Family Residence District designation to R-3, Multiple-Family Residence District restricted to single family.

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

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

PASSED at Ankeny Iowa, this ____, day of _____, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2022**

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



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 3rd Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Ord 2112: An Ordinance amending Chapter 69 Parking Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 60.09 School Crossing Crosswalk, Section 69.10 No Parking on North and East Sides of Streets, Section 69.11 No Parking on Both Sides, and Section 69.16 No Passenger Loading or Unloading.

EXECUTIVE SUMMARY:

As the City of Ankeny continues to grow, occasional changes are needed in the regulations governing public on-street parking in order to support traffic safety and mobility. The proposed revisions to Chapter 69 Parking Regulations, recommended by the Public Works Department, cover four primary purposes:

- to support traffic safety in street sections where additional travel lanes, such as left-turn lanes, are designated at intersections;
- to support intersection traffic safety by reducing sightline obstructions to on-coming vehicles;
- to support traffic flow on major thoroughfares; and
- to support pedestrian safety and reduce vehicle congestion during elementary school arrival and

dismissal periods.

FISCAL IMPACT: No

The associated expense will be for the sign procurement. Installation will be completed by City staff.

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2112 to amend Chapter 69, Parking Regulations, of the Municipal Code.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2112, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Ordinance - final version

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 69, PARKING REGULATIONS,
OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 69 of the Code of Ordinances to match current standards and practices.

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

Section 1: That Section 69.09, School Crossing Crosswalk, be and is hereby amended to delete the stricken language and to include the underlined language:

No parking is allowed within twenty feet on the departure side and fifty feet of the approach side of ~~the following~~ signed and marked ~~designated~~ school crossing crosswalks.

1. ~~East Elementary School.~~

A. ~~Southeast 3rd Street and Trilein crosswalks, crossing north, south and east intersection approaches.~~

B. ~~Southeast 2nd Street and Trilein crosswalks, crossing the west and south intersection approaches.~~

2. ~~Southeast Elementary School. Southeast 10th Street and Trilein crosswalks, crossing east, west and south intersection approaches.~~

3. ~~Parkview School. West 1st and School Street crosswalk, crossing the north, south and west intersection approaches.~~

4. ~~Terrace Elementary School. Northwest 5th and Northwest School Street crosswalks, crossing the north and west intersection approaches.~~

5. ~~Northwest Elementary School.~~

A. ~~Northwest 1st and Kline Street crosswalks, crossing the north and south intersection approaches.~~

B. ~~West 1st and Flynn Street crosswalks, crossing the north and south intersection approaches.~~

Section 2: That Section 69.10, No Parking on North and East Sides of Streets, be and is hereby amended to include the underlined language:

2. Exceptions

L. Northeast Trilein Drive. Parking is prohibited on the west side for Northeast Trilein Drive from 200 feet north of Northeast 18th Street to Northeast 16th Street, and from 20 feet north of Northeast 3rd Street to East 1st Street.

AR. Northwest Reinhart Drive. Parking is prohibited on the south side of Northwest Reinhart Drive from NW Woodbury Drive to NW Irvinedale Drive.

AS. Northeast 9th Street. Parking is prohibited on the south side of Northeast 9th Street between Northeast Grant Street and a point 100 feet east of Northeast Grant Street.

AT. Southeast Trilein Drive. Parking is prohibited on the west side of Southeast Trilein Drive from East 1st Street through Southeast Lawrence Drive.

AU. Southeast Trilein Drive. Parking is prohibited on the west side of Southeast Trilein Drive on local public school attendance days between the hours of 7:00 am to 9:00 am and 2:00 pm to 4:00 pm from Southeast Lawrence Drive to Southeast 3rd Street and from Southeast 10th Street to 300 feet south of Southeast 11th Street.

AV. Northeast Trilein Drive. Parking is prohibited on the west side of Northeast Trilein Drive on local public school attendance days between the hours of 7:00 am to 9:00 am and 2:00 pm to 4:00 pm from Northeast 16th Street to 50 feet south of Northeast Canterbury Drive.

AW. Northwest Abilene Road. Parking is prohibited on the west side of Northwest Abilene Road from 350 feet north to 300 feet south of Northwest 36th Street.

AX. Northwest Abilene Road. Parking is prohibited on the west side of Northwest Abilene Road on local public school attendance days between the hours of 7:00 am to 9:00 am and 2:00 pm to 4:00 pm from Northwest 40th Street to 350 feet north of Northwest 36th Street.

AY. Southwest College Avenue. Parking is prohibited on the west side of Southwest College Avenue on local public school days between the hours of 7:00 am to 9:00 am and 2:00 pm to 4:00 pm from Southwest 18th Street to 100 feet south of Southwest Prairie Trail Parkway.

AZ. Northwest 9th Street. Parking is prohibited on the south side of Northwest 9th Street on local public school attendance days between the hours of 7:00 am to 9:00 am and 2:00 pm to 4:00 pm from the west intersection with Northwest Park Lane to Northwest Greenwood Street.

BA. Southwest School Street. Parking is prohibited on the west side of Southwest School Street on local public school attendance days between the hours of 7:30 a.m. and 4:00 p.m. from a point 325 feet south of Southwest 3rd Street to a point 450 feet south of Southwest 3rd Street.

BB. Southwest Prairie Trail Parkway. Parking is prohibited on the south side of Southwest Prairie Trail Parkway on local public school attendance days between the hours of 6:30 am to 9:00 am and 2:30 pm to 4:30 pm from Southwest School Street to a point 950 feet west of Southwest School Street.

Section 3: That Section 69.11, No Parking on Both Sides, be and is hereby amended to delete the stricken language and include the underlined language:

2. Major Thoroughfares. On both sides of the following major thoroughfares:

Z. Southwest ~~Irwindale~~ Irvinedale Drive

AA. Northwest ~~Irwindale~~ Irvinedale Drive

FF. Southwest Weigel Drive

GG. Northwest Weigel Drive

HH. Southwest Polk City Drive

Section 4: That Section 69.16, No Passenger Loading or Unloading, be and is hereby amended to delete the stricken language and include the underlined language:

Chapter 69.16 NO PASSENGER LOADING OR UNLOADING

No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with pedestrians or traffic, or in compliance with the directions of a police officer or traffic control device, and no person shall load or unload a passenger or passengers from any vehicle within any restricted parking area. at the following places:

1. ~~On the west side of Northwest School Street, from the intersection of Northwest School Street and West 1st Street to a point approximately 300 feet north of the north curb line of West 1st Street.~~

2. ~~On the east side of Northwest School Street from West 1st Street to Northwest 5th Street.~~

Section 5: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 6: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny, Iowa, this ____ day of _____ 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Published in the Des Moines Register
On the ____ day of _____, 2022

1st Con _____
2nd Con _____
3rd Con _____

ORDINANCE 2112

AN ORDINANCE AMENDING CHAPTER 69, PARKING REGULATIONS, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 69 of the Code of Ordinances to match current standards and practices.

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

Section 1: That Section 69.09, School Crossing Crosswalk of the Code of Ordinances of the City of Ankeny, Iowa is amended and hereby adopted to read as follows:

No parking is allowed within twenty feet on the departure side and fifty feet of the approach side of signed and marked school crossing crosswalks.

Section 2: That Section 69.10, No Parking on North and East Sides of Streets, be and is hereby amended to include:

2. Exceptions. Notwithstanding the provisions of this section, parking is authorized or prohibited along certain streets as hereinafter set forth:

L. Northeast Trilein Drive. Parking is prohibited on the west side for Northeast Trilein Drive from 200 feet north of Northeast 18th Street to Northeast 16th Street, and from 20 feet north of Northeast 3rd Street to East 1st Street.

AR. Northwest Reinhart Drive. Parking is prohibited on the south side of Northwest Reinhart Drive from NW Woodbury Drive to NW Irvinedale Drive.

AS. Northeast 9th Street. Parking is prohibited on the south side of Northeast 9th Street between Northeast Grant Street and a point 100 feet east of Northeast Grant Street.

AT. Southeast Trilein Drive. Parking is prohibited on the west side of Southeast Trilein Drive from East 1st Street through Southeast Lawrence Drive.

AU. Southeast Trilein Drive. Parking is prohibited on the west side of Southeast Trilein Drive on local public school attendance days between the hours of 7:00 am to 9:00 am and 2:00 pm to 4:00 pm from Southeast Lawrence Drive to Southeast 3rd Street and from Southeast 10th Street to 300 feet south of Southeast 11th Street.

AV. Northeast Trilein Drive. Parking is prohibited on the west side of Northeast Trilein Drive on local public school attendance days between the hours of 7:00 am to 9:00 am and 2:00 pm to 4:00 pm from Northeast 16th Street to 50 feet south of Northeast Canterbury Drive.

AW. Northwest Abilene Road. Parking is prohibited on the west side of Northwest Abilene Road from 350 feet north to 300 feet south of Northwest 36th Street.

AX. Northwest Abilene Road. Parking is prohibited on the west side of Northwest Abilene Road on local public school attendance days between the hours of 7:00 am to 9:00 am and 2:00 pm to 4:00 pm from Northwest 40th Street to 350 feet north of Northwest 36th Street.

AY. Southwest College Avenue. Parking is prohibited on the west side of Southwest College Avenue on local public school days between the hours of 7:00 am to 9:00 am and 2:00 pm to 4:00 pm from Southwest 18th Street to 100 feet south of Southwest Prairie Trail Parkway.

AZ. Northwest 9th Street. Parking is prohibited on the south side of Northwest 9th Street on local public school attendance days between the hours of 7:00 am to 9:00 am and 2:00 pm to 4:00 pm from the west intersection with Northwest Park Lane to Northwest Greenwood Street.

BA. Southwest School Street. Parking is prohibited on the west side of Southwest School Street on local public school attendance days between the hours of 7:30 a.m. and 4:00 p.m. from a point 325 feet south of Southwest 3rd Street to a point 450 feet south of Southwest 3rd Street.

BB. Southwest Prairie Trail Parkway. Parking is prohibited on the south side of Southwest Prairie Trail Parkway on local public school attendance days between the hours of 6:30 am to 9:00 am and 2:30 pm to 4:30 pm from Southwest School Street to a point 950 feet west of Southwest School Street.

Section 3: That Section 69.11, No Parking on Both Sides, be and is hereby amended to include:

2. Major Thoroughfares. On both sides of the following major thoroughfares:

Z. Southwest Irvinedale Drive

AA. Northwest Irvinedale Drive

FF. Southwest Weigel Drive

GG. Northwest Weigel Drive

HH. Southwest Polk City Drive

Section 4: That Section 69.16, No Passenger Loading or Unloading of the Code of Ordinances of the City of Ankeny, Iowa is amended and hereby adopted to read as follows:

Chapter 69.16 NO PASSENGER LOADING OR UNLOADING

No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with pedestrians or traffic, or in compliance with the directions of a police officer or traffic control device, and no person shall load or unload a passenger or passengers from any vehicle within any restricted parking area.

Section 5: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 6: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny, Iowa, this 20th day of June, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 24TH DAY OF JUNE, 2022**

**1st Con 5/16/22
2nd Con 6/06/22
3rd Con 6/20/22**



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 3rd Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Ord 2113: An Ordinance amending Chapter 65 Stop or Yield Required of the Municipal Code of the City of Ankeny, Iowa, by amending Section 65.02 School Districts.

EXECUTIVE SUMMARY:

The proposed revisions to Chapter 65 Stop or Yield Required, recommended by the Public Works Department and the 2022 Elementary School Walkability Study, will delete reference to "moveable school stop signs" and codify driver responsibility to comply with school crossing guards at pedestrian crosswalks within school districts on school days.

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2113 to amend Chapter 65 Stop or Yield Required of the

Municipal Code.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2113, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Ordinance - final version

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 65, STOP OR YIELD REQUIRED,
OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA**

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 65 of the Code of Ordinances to match current standards and practices.

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

Section 1: That Section 65.02, School Districts, be and is hereby amended to delete the stricken language and to include the underlined language:

65.02 SCHOOL DISTRICTS.

~~Movable school stop signs~~ Where trained school crossing guards are placed at pedestrian crosswalks within school districts on school days at the beginning and end of the school day and if necessary during lunch hour, ~~whereupon when~~ indicated, the driver of a vehicle shall bring such vehicle to a full stop at a point at least ten feet from the approach side of the crosswalk in proximity thereto and, thereafter, proceed slowly and in a careful and prudent manner until the driver has passed such school districts.

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

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

PASSED at Ankeny, Iowa, this _____ day of _____ 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**Published in the Des Moines Register
On the ____ day of _____, 2022**

1st Con _____
2nd Con _____
3rd Con _____

ORDINANCE 2113

AN ORDINANCE AMENDING CHAPTER 65, STOP OR YIELD REQUIRED, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 65 of the Code of Ordinances to match current standards and practices.

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

Section 1: That Section 65.02, School Districts of the Code of Ordinances of the City of Ankeny, Iowa is amended and hereby adopted to read as follows:

65.02 SCHOOL DISTRICTS.

Where trained school crossing guards are placed at pedestrian crosswalks within school districts on school days at the beginning and end of the school day and if necessary during lunch hour, when indicated, the driver of a vehicle shall bring such vehicle to a full stop at a point at least ten feet from the approach side of the crosswalk in proximity thereto and, thereafter, proceed slowly and in a careful and prudent manner until the driver has passed such school districts.

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 20th day of June, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 24TH DAY OF JUNE, 2022**

**1st Con 5/16/22
2nd Con 6/06/22
3rd Con 6/20/22**



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 3rd Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Ord 2114: An Ordinance amending Chapter 63 Speed Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 63.05 Special Speed Zones.

EXECUTIVE SUMMARY:

The proposed revisions to Chapter 63 Speed Regulations, recommended by the Public Works Department and the 2022 Elementary School Walkability Study, will support School Zone speed limits of fifteen miles per hour (15 mph) on collector or local streets, or twenty-five (25) mph on arterial streets, where crossing guards are placed at pedestrian crosswalks during school arrival and dismissal periods. School Zone speed limits will be removed from locations without a designated school crossing crosswalk or where the crossing is located at an all-way STOP-controlled or signalized intersection.

The speed limit on NE Frisk Drive from E 1st Street to NE Chambers Parkway will be reduced from forty (40) mph to thirty-five (35) mph based on a Polk County study and corresponding reduction in the speed limit on the street section under the County jurisdiction.

FISCAL IMPACT: **No**

Removal, relocation and installation of flashing beacons to control school zone speed limits is part of the capital improvement project Elementary School Walkability Improvements in 2022.

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2114 to amend Chapter 63 Speed Regulations of the Municipal Code.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2114, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Ordinance - final version

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 63, SPEED REGULATIONS, OF
THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA**

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 63 of the Code of Ordinances to match current standards and practices.

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

Section 1: That Section 63.05, Special Speed Zones, be and is hereby amended to delete the stricken language and to include the underlined language:

4. Irvinedale Drive. The maximum lawful speeds on Irvinedale Drive are as follows:

~~F. Twenty-five (25) miles per hour in the school zone adjacent to Westwood Elementary School as designated by the flashing warning signs;~~

6. North 18th Street. The maximum lawful speeds on North 18th Street are as follows:

~~B. Twenty-five (25) miles per hour in the school zone from Northeast Trilein Drive to the east property line of the Northeast Elementary School, when the school zone signal is flashing.~~

7. North 36th Street. The maximum lawful speeds on North 36th Street are as follows:

~~D. Twenty-five (25) miles per hour in the school zone adjacent to Northwest Abilene Road intersection as designated by the flashing warning signs.~~

8. Northwest Ash Drive. The maximum lawful speeds on Northwest Ash Drive are as follows:

~~C. Twenty-five (25) miles per hour in the school zone from 240 feet south of the Northwest Georgetown Boulevard intersection to 290 feet south of the NW Reinhart Drive intersection as designated by the flashing warning signs.~~

20. Southwest Ordinance Road. The maximum lawful speeds on Southwest Ordinance Road are as follows:

~~B. Twenty-five (25) miles per hour in the school zone adjacent to Southwest Cherry Street intersection as designated by the flashing warning signs.~~

21. Southwest Polk City Drive. The maximum lawful speed on Southwest Polk City Drive is as follows:

C. ~~Twenty-five (25)~~ Fifteen (15) miles per hour in the school zone adjacent to Southwest Applewood Street intersection as designated by the flashing warning signs.

27. Northeast Frisk Drive. The maximum lawful speeds on Northeast Frisk Drive are as follows:

B. ~~Forty (40)~~ Thirty-five (35) miles per hour from East 1st Street (Polk County NE 94th Avenue) to Northeast Chambers Parkway (Polk County NE 97th Place).

31. Trilein Drive. The maximum lawful speeds on Trilein Drive are as follows:

A. Twenty-five (25) miles per hour from its southern terminus with Southeast Magazine Road to the north corporate limits.

B. Fifteen (15) miles per hour in the school zone adjacent to Northeast Elementary School as designated by the flashing warning signs.

C. Fifteen (15) miles per hour in the school zone adjacent to East Elementary School as designated by the flashing warning signs.

D. Fifteen (15) miles per hour in the school zone adjacent to Southeast Elementary School as designated by the flashing warning signs.

32. Abilene Road. The maximum lawful speeds on Abilene Road are as follows:

A. Twenty-five (25) miles per hour from the south corporate limits to the north corporate limits.

B. Fifteen (15) miles per hour in the school zone adjacent to Rock Creek Elementary School as designated by the flashing warning signs.

33. North 9th Street. The maximum lawful speeds on North 9th Street are as follows:

A. Twenty-five (25) miles per hour from the west corporate limits to the east corporate limits.

B. Fifteen (15) miles per hour in the school zone adjacent to Westwood Elementary School as designated by the flashing warning signs.

34. College Avenue. The maximum lawful speeds on College Avenue are as follows:

A. Twenty-five (25) miles per hour from the south corporate limits to the north corporate limits.

B. Fifteen (15) miles per hour in the school zone adjacent to Prairie Trail Elementary School as designated by the flashing warning signs.

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

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

PASSED at Ankeny, Iowa, this ____ day of _____ 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Published in the Des Moines Register
On the ____ day of _____, 2022

1st Con _____

2nd Con _____

3rd Con _____

ORDINANCE 2114

AN ORDINANCE AMENDING CHAPTER 63, SPEED REGULATIONS, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 63 of the Code of Ordinances to match current standards and practices.

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

Section 1: Section modified. Section 63.05, Special Speed Zones of the Code of Ordinances of the City of Ankeny, Iowa is amended and hereby adopted as follows:

4. Irvinedale Drive. The maximum lawful speeds on Irvinedale Drive are as follows:
 - A. Fifty-five (55) miles per hour from the north corporate limits to a point 2,450 feet north of Northwest 36th Street;
 - B. Forty-five (45) miles per hour from a point 2,450 feet north of Northwest 36th Street to Northwest Reinhart Drive;
 - C. Thirty-five (35) miles per hour from Northwest Reinhart Drive to Southwest 3rd Street Place;
 - D. Forty-five (45) miles per hour from Southwest 3rd Street Place to Southwest Oralabor Road;
 - E. Thirty (30) miles per hour from Southwest Oralabor Road to Southwest Oralabor Frontage Road.
 - F. Twenty-five (25) miles per hour in the school zone adjacent to Northwest 13th Street intersection as designated by the flashing warning signs.
6. North 18th Street. The maximum lawful speeds on North 18th Street are as follows:
 - A. Thirty-five (35) miles per hour from the west corporate limits to the east corporate limits.
7. North 36th Street. The maximum lawful speeds on North 36th Street are as follows:
 - A. Forty-five (45) miles per hour from Northwest Irvinedale Drive to 1,850 feet east of Northwest Irvinedale Drive;
 - B. Thirty-five (35) miles per hour from 1,850 feet east of Northwest Irvinedale Drive to 1,250 feet west of the east corporate limits (Polk County Northeast 29th Street);

- C. Forty-five (45) miles per hour from 1,250 feet west of the east corporate limits (Polk County Northeast 29th Street) to the east corporate limits (Polk County Northeast 29th Street).

8. Northwest Ash Drive. The maximum lawful speeds on Northwest Ash Drive are as follows:

- A. Thirty (30) miles per hour from West 1st Street to Northwest 9th Street;
- B. Thirty-five (35) miles per hour from Northwest 9th Street to the north corporate limits.

20. Southwest Ordinance Road. The maximum lawful speeds on Southwest Ordinance Road are as follows:

- A. Thirty-five (35) miles per hour from Southwest State Street to South Ankeny Boulevard (US Highway 69).

21. Southwest Polk City Drive. The maximum lawful speed on Southwest Polk City Drive is as follows:

- C. Fifteen (15) miles per hour in the school zone adjacent to Southwest Applewood Street intersection as designated by the flashing warning signs.

27. Northeast Frisk Drive. The maximum lawful speeds on Northeast Frisk Drive are as follows:

- B. Thirty-five (35) miles per hour from East 1st Street (Polk County NE 94th Avenue) to Northeast Chambers Parkway (Polk County NE 97th Place).

31. Trilein Drive. The maximum lawful speeds on Trilein Drive are as follows:

- A. Twenty-five (25) miles per hour from its southern terminus with Southeast Magazine Road to the north corporate limits.
- B. Fifteen (15) miles per hour in the school zone adjacent to Northeast Elementary School as designated by the flashing warning signs.
- C. Fifteen (15) miles per hour in the school zone adjacent to East Elementary School as designated by the flashing warning signs.
- D. Fifteen (15) miles per hour in the school zone adjacent to Southeast Elementary School as designated by the flashing warning signs.

32. Abilene Road. The maximum lawful speeds on Abilene Road are as follows:

- A. Twenty-five (25) miles per hour from the south corporate limits to the north corporate limits.

B. Fifteen (15) miles per hour in the school zone adjacent to Rock Creek Elementary School as designated by the flashing warning signs.

33. North 9th Street. The maximum lawful speeds on North 9th Street are as follows:

A. Twenty-five (25) miles per hour from the west corporate limits to the east corporate limits.

B. Fifteen (15) miles per hour in the school zone adjacent to Westwood Elementary School as designated by the flashing warning signs.

34. College Avenue. The maximum lawful speeds on College Avenue are as follows:

A. Twenty-five (25) miles per hour from the south corporate limits to the north corporate limits.

B. Fifteen (15) miles per hour in the school zone adjacent to Prairie Trail Elementary School as designated by the flashing warning signs.

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 20th day of June, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 24TH DAY OF JUNE, 2022**

**1st Con 5/16/22
2nd Con 6/06/22
3rd Con 6/20/22**



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:
No Review Required

SUBJECT:
Ord 2115: An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending Section 41.10 throwing and shooting and adding a new Section 41.11 bow and arrow target shooting.

EXECUTIVE SUMMARY:
The ordinance under consideration amends the regulations pertaining to projectiles that cross any street, alley, highway, sidewalk, public way, public ground, or public building, without written consent of the Council. It adds a new section that provides standards for bow and arrow target shooting and dictates enforcement provisions.

FISCAL IMPACT: **Yes**
Minimal new revenue from code violations.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Staff recommendations were presented to the City Council at the June 6, 2022 Council Action Planning session.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2115.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Bow and Arrow Ord

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, AMENDING PROVISIONS PERTAINING TO THROWING AND SHOOTING AND ADDING A NEW SECTION ENTITLED BOW AND ARROW TARGET SHOOTING

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION 1. SECTION MODIFIED. Section 41.10 THROWING AND SHOOTING of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

41.10 THROWING AND SHOOTING. It is unlawful for a person to throw stones, or bricks, or missiles of any kind-or to shoot paintballs, rubber guns, slingshots, air rifles, BB guns or other dangerous instruments or toys on or into any street, alley, highway, sidewalk, public way, public ground, or public building, without written consent of the Council.

SECTION 2. NEW SECTION. The Code of Ordinances of the City of Ankeny, Iowa, is amended by adding a new Section 41.11, entitled BOW AND ARROW TARGET SHOOTING, which is hereby adopted to read as follows:

41.11 BOW AND ARROW TARGET SHOOTING. The discharge of an arrow from a bow or crossbow is permitted within the city only in strict accordance with the following:

(A) No person shall use a bow or crossbow to discharge an arrow from any city street, sidewalk or public right-of-way. No arrow shall be discharged so as to cross any street, sidewalk or public right-of-way.

(B) The discharge of an arrow from a bow or crossbow shall only be conducted for personal, non-commercial use from sunrise to sunset.

(C) No person shall draw a bow or crossbow and/or discharge an arrow so as to leave the property on which it was discharged, unless the person has express written permission from the contiguous property owner whose property the arrow may enter. All arrows discharged must be aimed at a fixed target, and the target must be located on the same property on which the archer is discharging the arrow.

(D) The target must be maintained in good condition, capable of stopping arrows regardless of the archer, type of bow or crossbow, and regardless of where the arrow may strike the target.

(E) (1) For targets orientated so that the archer is discharging the arrow toward the exterior property lines of the property, a safety zone of no less than 150 feet (50 yards) behind the target is required. In addition, a lateral (side) safety zone is required on each side of the target along the length of the entire archery range as follows:

<u>Distance to Target</u>	<u>Minimum Side Safety Zone Required</u>
up to 16 yards	24 feet
16-20 yards	30 feet

20-25 yards	38 feet
25 - 30 yards	45 feet
over 30 yards	one and one-half times target distance

(2) The safety zones may include property contiguous to the property from which the arrow is being discharged only if expressed written permission is given by the property owner of the contiguous property. The safety zones must allow an arrow to land without striking any unintended object.

(F) For targets orientated such that the archer is discharging the arrow away from the exterior property lines, toward the interior of the property, and the primary residence, garage, berm, or other substantial, non-moveable permanent structure is directly behind the target, a backstop of adequate size and sufficiency shall be used to prevent an arrow from leaving the property from which it has been discharged. All backstops must be capable of stopping an arrow regardless of the archer, type of bow or crossbow, and regardless of where the arrow may strike the backstop. The primary residence, garage or other substantial non-moveable permanent structure shall serve as a secondary backstop and must meet the requirements of a backstop set forth above in this division (F). In addition, a lateral (side) safety zone as provided in division (E) above shall be required. For any other targets orientated such that the archer is discharging the arrow away from the exterior property lines, toward the interior of the property, and there is no primary residence, garage, or other substantial non-moveable permanent structure directly behind the target, all safety zones set forth in division (E) above shall apply.

(G) When shooting a bow or crossbow, the archer must be able to clearly see that the area between himself or herself and the target is clear of everyone and everything except the target. Additionally, the archer must be able to see that the safety zone beyond and alongside the target is clear.

(H) The archery range shall be in an area where it is visible to anyone approaching the range so that anyone can clearly see that archery is being practiced. The archery range shall allow such visibility to anyone approaching so that the person has adequate ability to safely avoid the archery range and the safety zones.

(I) Anyone under the age of 16 years of age discharging any arrow from a bow or crossbow must be under the direct supervision of a responsible adult at all times.

(J) This section shall not apply to the shooting of arrows under the direction of a certified public-school teacher in the municipal recreation program or public-school physical education program.

(K) All violations of any provision(s) of Section 41.11 are hereby declared simple misdemeanors punishable by a fine plus surcharge and court costs and/or municipal infractions punishable by a penalty as listed in Chapter 4 of this Code of Ordinances. Violations may be charged as either a misdemeanor criminal offense or a municipal infraction, but specifically excluding imprisonment, at the sole discretion of the peace officer.

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____, 20____.

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Ord 2116: An Ordinance amending Chapter 152, Sidewalk Regulations, of the Municipal Code of the City of Ankeny, Iowa

EXECUTIVE SUMMARY:
The ordinance under consideration amends the existing sidewalk regulations for property owner care and maintenance. The amendment is consistent with the City Attorney's recommendation to change the code and make it clear that the adjacent property owner has liability and that the City has the right to indemnification in the event of litigation due to a failure to use reasonable care to maintain sidewalks.

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:
The City Manager recommends Council approve the first consideration of Ordinance 2116, an Ordinance amending Chapter 152, Sidewalk Regulations, of the Municipal Code of the City of Ankeny,

Iowa

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider a motion to accept first consideration of ORDINANCE 2116.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 152,
SIDEWALK REGULATIONS,
OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 152 of the Code of Ordinances to match current standards and practices.

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

Section 1: That Section 152.03, Removal of Snow, Ice and Accumulations, be and is hereby amended to include the underlined language:

It is the responsibility of the abutting property owners to remove snow, ice and accumulations promptly from sidewalks. If a property owner does not remove snow, ice or accumulations within 24 hours after snow or ice ceases to fall, the City may do so and assess the costs against the property owner for collection in the same manner as a property tax. The abutting property owner may be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow, ice or accumulations.

Section 2: That Section 152.04, Responsibility for Maintenance, be and is hereby amended to include the underlined language:

It is the responsibility of the abutting property owners to repair, replace or reconstruct, or cause to be repaired, replaced or reconstructed, all broken or defective sidewalks and to maintain in a safe and hazard-free condition any sidewalk outside the lot and property lines and inside the curb lines or traveled portion of the public street. The abutting property owner may be liable for damages caused by failure to maintain the sidewalk.

Section 3: That Section 152.05, City May Order Repairs, be and is hereby amended to change the heading to Section 152.05, Failure to Maintain Sidewalks, and to include the underlined language:

If the abutting property owner does not maintain the sidewalks as required, the Council may serve notice on such owner, by certified mail, requiring the owner to repair, replace or reconstruct sidewalks within thirty (30) days, and if such action is not completed within such time, the Council may require the work to be done and assess the costs against the abutting property for collection in the same manner as property tax. If the abutting property owner does not maintain sidewalks as required and action is brought against the City for personal

injuries alleged to have been caused by its negligence, the City may notify in writing any person by whose negligence the City claims the injury was caused. The notice shall state the pendency of the action, the name of the plaintiff, the name and location of the court where the action is pending, a brief statement of the alleged facts from which cause arose, that the City believes the person notified is liable to it for any judgement rendered against the City and asking the person to appear and defend. A judgement obtained in the suit is conclusive in any action by the City against any person so notified as to the existence of the defect or other cause of the injury or damage as to the liability of the City to the plaintiff in the first named action, and as to the amount of the damage or injury. The City may obtain an action against the person notified to recover the amount of the judgement together with all the expenses incurred by the City in the suit.

Section 4: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny, Iowa, this ____ day of _____ 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Published in the Des Moines Register
On the ____ day of _____, 2022

1st Con _____
2nd Con _____
3rd Con _____



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:
Request for voluntary urbanized annexation of certain territory owned by ATI Industrial, LLC, Tyler Investment Company, Inc., Polk County Aviation Authority, and Lloyd D. Linn (PH 2022-54).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:
Action: Consider motion to receive and file the April 21, 2022 Consultation Meeting Report

Action: Consider motion to receive and file the April 21, 2022 Consultation Meeting Report.

Action: Consider motion to adopt **RESOLUTION** annexing certain territory owned by
ATI Industrial, LLC, Tyler Investment Company, Inc., Polk County Aviation Authority, and Lloyd D. Linn.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Annexation Map
 Annexation Exhibit
 Consultation Meeting Report

RESOLUTION

RESOLUTION ANNEXING CERTAIN TERRITORY OWNED BY ATI INDUSTRIAL, LLC, TYLER INVESTMENT COMPANY, INC., POLK COUNTY AVIATION AUTHORITY, AND LLOYD D. LINN

WHEREAS, the titleholders of the following described territory have made application for annexation of the same into the City of Ankeny, Iowa:

LEGAL DESCRIPTION:

A PART OF SECTION 32 AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31 ALL IN TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, 1961.43 FEET TO THE NORTHWEST CORNER OF OAKWOOD HEIGHTS, AN OFFICIAL PLAT; THENCE SOUTH ALONG THE WEST LINE OF OAKWOOD HEIGHTS, 1321.86 FEET TO THE SOUTHWEST CORNER OF OAKWOOD HEIGHTS; THENCE EAST ALONG THE SOUTH LINE OF OAKWOOD HEIGHTS, 1237.72 FEET TO THE WEST RIGHT OF WAY LINE OF NE BERWICK DRIVE; THENCE SOUTHEAST ALONG THE WEST RIGHT OF WAY LINE OF NE BERWICK DRIVE, 999.8 FEET TO THE NORTHEAST CORNER OF PAGLIAI COMPOUND PLAT 1, AN OFFICIAL PLAT; THENCE SOUTHWEST ALONG THE NORTHERLY LINE OF SAID PAGLIAI COMPOUND PLAT 1, A DISTANCE OF 471.13 FEET; THENCE SOUTHWEST ALONG SAID NORTHERLY LINE, 347.56 FEET; THENCE NORTHWEST ALONG SAID NORTHERLY LINE, 174.93 FEET; THENCE WEST ALONG SAID NORTHERLY LINE, 109.86 FEET TO THE NORTHWEST CORNER OF LOT 6, PAGLIAI COMPOUND PLAT 1; THENCE SOUTH ALONG THE WESTERLY LINE OF SAID PAGLIAI COMPOUND PLAT 1, A DISTANCE OF 228.24 FEET TO THE SOUTHWEST CORNER OF LOT 5, PAGLIAI COMPOUND PLAT 1; THENCE WEST ALONG THE NORTH LINE OF LOT 2, PAGLIAI COMPOUND PLAT 1, A DISTANCE OF 272.56 FEET TO THE NORTHWEST CORNER OF LOT 2, PAGLIAI COMPOUND PLAT 1; THENCE WEST ALONG THE NORTH LINE OF PARCEL 'K' OF THE SOUTH HALF OF SECTION 32 RECORDED IN BOOK 8718 PAGE 345, A DISTANCE OF 861.88 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 'K'; THENCE SOUTH ALONG THE WEST LINE OF SAID PARCEL 'K', 331.28 FEET TO THE NORTHEAST CORNER OF LOT 1, WANGSNESS PLAT 2, AN OFFICIAL PLAT; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 381.50 FEET TO THE SOUTHEAST CORNER OF PARCEL 2021-258 OF THE SOUTHWEST QUARTER OF SECTION 32 RECORDED IN BOOK 18970 PAGE 881; THENCE NORTH ALONG THE EAST LINE OF SAID PARCEL 2021-258, A DISTANCE OF 773.67 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2021-258; THENCE WEST ALONG THE NORTH LINE OF SAID PARCEL 2021-258, A DISTANCE OF 1510.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2021-258; THENCE SOUTH ALONG THE WEST LINE OF SAID PARCEL 2021-258, A DISTANCE OF 40.00 FEET; THENCE WEST ALONG THE SOUTH LINE OF THE CONDEMNATION RECORDED IN BOOK 13479 PAGE 477, A DISTANCE OF 74.86 FEET TO THE EAST LINE OF SECTION 31; THENCE SOUTH ALONG THE EAST LINE OF SECTION 31, A DISTANCE OF 138.16 FEET TO THE SOUTHEAST CORNER OF PARCEL 'G' OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31 RECORDED IN BOOK 7520 PAGE 595; THENCE WEST ALONG THE SOUTH LINE OF SAID PARCEL 'G', 264.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 'G'; THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL 'G', 537.86 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 'G'; THENCE EAST ALONG THE NORTH LINE OF SAID PARCEL 'G', 264.00 FEET TO THE EAST LINE OF SAID SECTION 31; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 521.21 FEET TO THE WEST QUARTER CORNER OF SECTION 32; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1319.48 FEET TO THE POINT OF BEGINNING. THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD.

LAYMAN'S DESCRIPTION:

Approximately 159 acres (+/-) of land contiguous to the southeast quadrant of the Ankeny corporate limits, generally located east of the Ankeny Regional Airport, west of NE Berwick Drive, and ¼-mile south of SE Oralabor Road.

WHEREAS, it is understood by the applicants that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described territory are to be installed at the sole expense of the developer of said territory; and

WHEREAS, it appears that the above-referenced owners are the only titleholders of the respective, above-described territory; and

WHEREAS, Section 368.5 of the Iowa Code provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all Polk County road right-of-way to the centerline of any adjacent road; and

WHEREAS, each owner of property that adjoins the territory has been notified 14 business days prior to the date of this resolution by regular mail and the Iowa Attorney General, Polk County Attorney, Chairperson of the County Board of Supervisors, Metropolitan Planning Organization, all affected public utilities, and each city within two miles of the territory have been notified 14 business days prior to the date of this resolution by certified mail and, further, notice of the proposed annexation was published at least 10 business days prior to the date of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny Iowa, that the above-described territory should be annexed and is hereby annexed to and made a part of the City of Ankeny, Iowa.

BE IT FURTHER RESOLVED by the City Council of the City of Ankeny, Iowa, that the City Clerk is hereby authorized and directed to obtain from the Iowa Secretary of State an acknowledgment of its receipt of the herein-referred to map and resolution; and the City Clerk is hereby authorized and directed to certify, upon the completion of such acts, the filing of the copies of map and resolution with the Polk County Recorder and the filing of the copies of the resolution, map and legal description of the territory involved with the Iowa Department of Transportation, all as provided in the Code of Iowa.

PASSED AND APPROVED this 20th day of June, 2022.

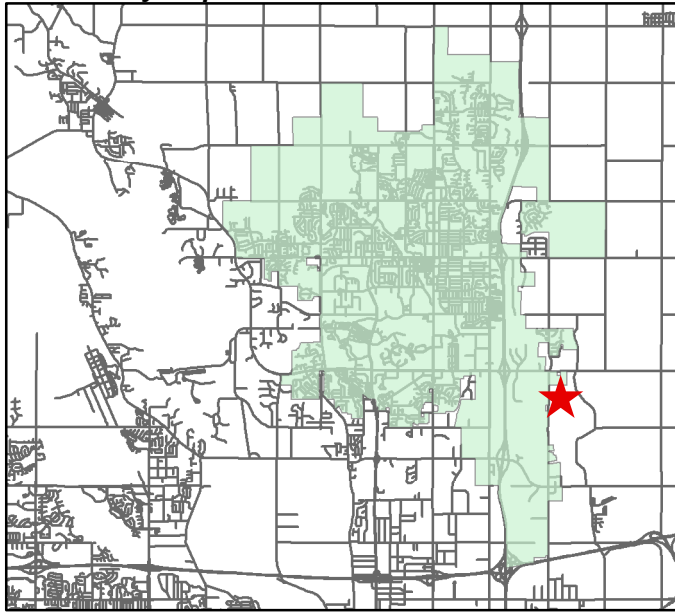
CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Vicinity Map



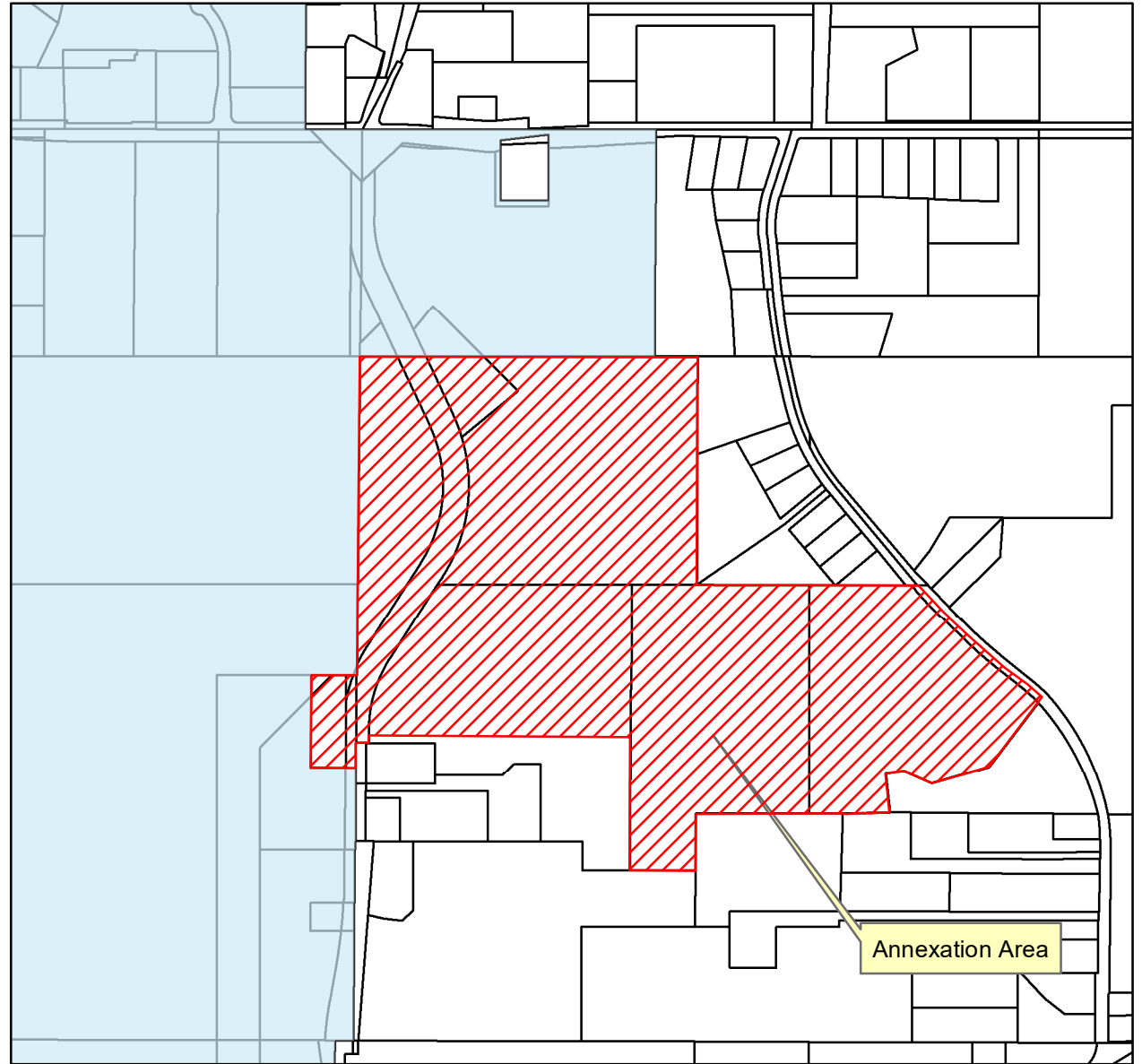
LEGAL DESCRIPTION:

A PART OF SECTION 32 AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31 ALL IN TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, 1961.43 FEET TO THE NORTHWEST CORNER OF OAKWOOD HEIGHTS, AN OFFICIAL PLAT; THENCE SOUTH ALONG THE WEST LINE OF OAKWOOD HEIGHTS, 1321.86 FEET TO THE SOUTHWEST CORNER OF OAKWOOD HEIGHTS; THENCE EAST ALONG THE SOUTH LINE OF OAKWOOD HEIGHTS, 1237.72 FEET TO THE WEST RIGHT OF WAY LINE OF NE BERWICK DRIVE; THENCE SOUTHEAST ALONG THE WEST RIGHT OF WAY LINE OF NE BERWICK DRIVE, 999.8 FEET TO THE NORTHEAST CORNER OF PAGLIAI COMPOUND PLAT 1, AN OFFICIAL PLAT; THENCE SOUTHWEST ALONG THE NORTHERLY LINE OF SAID PAGLIAI COMPOUND PLAT 1, A DISTANCE OF 471.13 FEET; THENCE SOUTHWEST ALONG SAID NORTHERLY LINE, 347.56 FEET; THENCE NORTHWEST ALONG SAID NORTHERLY LINE, 174.93 FEET; THENCE WEST ALONG SAID NORTHERLY LINE, 109.86 FEET TO THE NORTHWEST CORNER OF LOT 6, PAGLIAI COMPOUND PLAT 1; THENCE SOUTH ALONG THE WESTERLY LINE OF SAID PAGLIAI COMPOUND PLAT 1, A DISTANCE OF 228.24 FEET TO THE SOUTHWEST CORNER OF LOT 5, PAGLIAI COMPOUND PLAT 1; THENCE WEST ALONG THE NORTH LINE OF LOT 2, PAGLIAI COMPOUND PLAT 1, A DISTANCE OF 272.56 FEET TO THE NORTHWEST CORNER OF LOT 2, PAGLIAI COMPOUND PLAT 1; THENCE WEST ALONG THE NORTH LINE OF PARCEL 'K' OF THE SOUTH HALF OF SECTION 32 RECORDED IN BOOK 8718 PAGE 345, A DISTANCE OF 861.88 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 'K'; THENCE SOUTH ALONG THE WEST LINE OF SAID PARCEL 'K', 331.28 FEET TO THE NORTHEAST CORNER OF LOT 1, WANGSNESS PLAT 2, AN OFFICIAL PLAT; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 381.50 FEET TO THE SOUTHEAST CORNER OF PARCEL 2021-258 OF THE SOUTHWEST QUARTER OF SECTION 32 RECORDED IN BOOK 18970 PAGE 881; THENCE NORTH ALONG THE EAST LINE OF SAID PARCEL 2021-258, A DISTANCE OF 773.67 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2021-258; THENCE WEST ALONG THE NORTH LINE OF SAID PARCEL 2021-258, A DISTANCE OF 1510.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2021-258; THENCE SOUTH ALONG THE WEST LINE OF SAID PARCEL 2021-258, A DISTANCE OF 40.00 FEET; THENCE WEST ALONG THE SOUTH LINE OF THE CONDEMNATION RECORDED IN BOOK 13479 PAGE 477, A DISTANCE OF 74.86 FEET TO THE EAST LINE OF SECTION 31; THENCE SOUTH ALONG THE EAST LINE OF SECTION 31, A DISTANCE OF 138.16 FEET TO THE SOUTHEAST CORNER OF PARCEL 'G' OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31 RECORDED IN BOOK 7520 PAGE 595; THENCE WEST ALONG THE SOUTH LINE OF SAID PARCEL 'G', 264.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 'G'; THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL 'G', 537.86 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 'G'; THENCE EAST ALONG THE NORTH LINE OF SAID PARCEL 'G', 264.00 FEET TO THE EAST LINE OF SAID SECTION 31; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 521.21 FEET TO THE WEST QUARTER CORNER OF SECTION 32; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1319.48 FEET TO THE POINT OF BEGINNING. THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD.

Property Owners:

ATI Ankeny Industrial, LLC, Polk County Aviation Authority (PCAA),
Tyler Investment Co., Inc., & Lloyd D. Linn



Annexation Area

1 inch = 1,000 feet

Annexation Map

City of Ankeny

**Ankeny RMJ
Annexation**

City of Ankeny, Iowa
Community Development Department

Drawn By: RH

Sheet No.

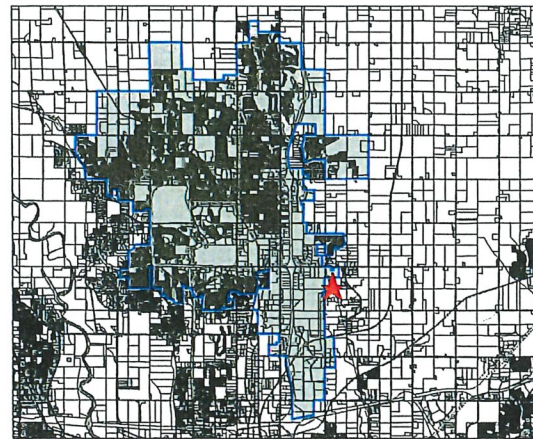
Checked by:

1 of 1

Date: March 25, 2022

Annexation Exhibit

FOR
ANKENY RMJ
Ankeny, Iowa



Vicinity Sketch

SUBJECT PROPERTY AREA

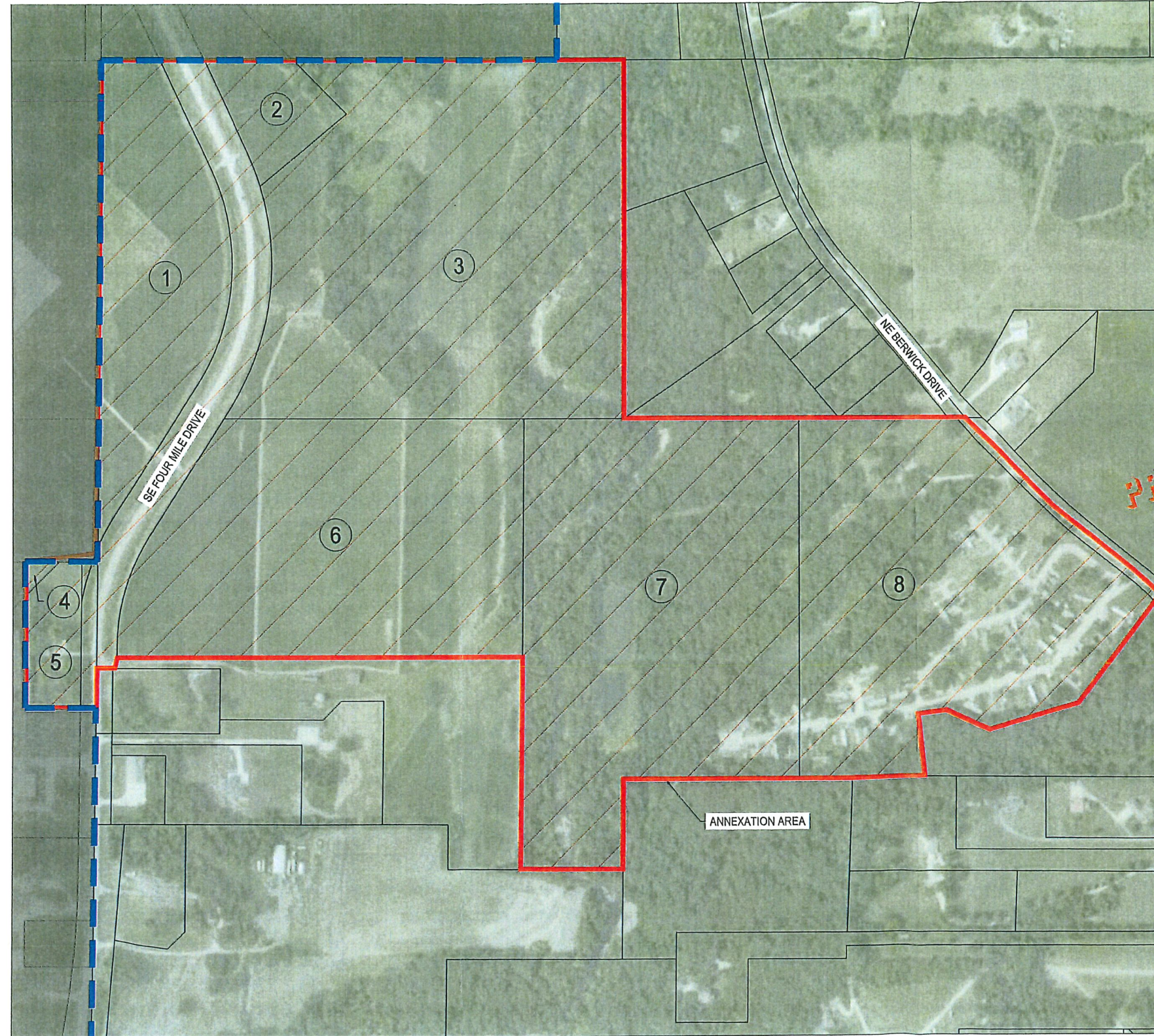
RECEIVED

MAR 30 2022

CITY OF ANKENY

ANNEXATION TABLE

Parcel Number	Name of Property Owner	Parcel Number
1	Polk County Aviation Authority	8023-32-152-001
2	Polk County Aviation Authority	8023-32-151-002
3	ATI Ankeny Industrial LLC	8023-32-151-003
4	Polk County Aviation Authority	8023-31-400-020
5	Lloyd D Linn	8023-31-400-033
6	ATI Ankeny Industrial LLC	8023-32-300-011
7	Tyler Investment Company Inc	8023-32-300-005
8	Tyler Investment Company Inc	8023-32-400-001



building strong communities.

1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

NOTICE:
McClure Engineering Company warrants only and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineering guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

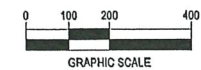
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PRELIMINARY

ANNEXATION EXHIBIT



NORTH



ANKENY RMJ
SITE PLAN

ANKENY, IOWA
TBD
AUGUST 31, 2021

ENGINEER
T. SMITH

CHECKED BY
C. SMITH

DRAWING NO.
1

DRAWN BY
TJS

FIELD BOOK NO.

SHEET NO.
1 / 1

ROLL CALL
Plan & Zoning Commission
Ankeny, IA

Date May 3, 2022

Ayes 7 Nays 0 Abstain 1 Absent 0

APPROVED
C. Hunter Chairperson
B. Stephens Secretary

Notices mailed by certified mail to:

Polk County Board of Supervisors
County Administration Building
111 Court Avenue
Des Moines, IA 50309

JoAnn Adamson, Clerk
Douglas Township
3230 NE 78th Avenue
Ankeny, IA 50021

Kenneth C. Cairns, Trustee
Douglas Township
8918 NE 46th Street
Bondurant, IA 50035

June Campbell, Trustee
Douglas Township
2538 NE 102nd Avenue
Ankeny, IA 50021

Terry Adamson, Trustee
Douglas Township
3230 NE 78th Avenue
Ankeny, IA 50021

Notices mailed by regular mail to:

Bret VandeLune, Planning and Development
Manager

Polk County
5885 NE 14th Street
Des Moines, IA 50313

Dr. Erick Pruitt, Superintendent
Ankeny Community School District
Office of the Superintendent
306 SW School Street
Ankeny, IA 50023

Meeting Date: April 21, 2022 – 10:00 a.m.

Meeting Location: Ankeny Public Services Building, Conference Room C
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Attendance: Eric Carstens, Planning Manager, City of Ankeny
Derek Silverthorn, Associate Planner, City of Ankeny
Clifford Leonard, 1421 W Washington Avenue, Polk City, IA 50226

**Written Comments
Received:** None



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Agreement with Ankeny Chamber of Commerce
SummerFest 2022 Agreement

EXECUTIVE SUMMARY:

This item is requested for City Council consideration as a means to formalize the long-standing relationship that exists between the City of Ankeny and the Ankeny Area Chamber of Commerce for the annual SummerFest event. The Agreement outlines the public benefit received for the in-kind services provided, outlines expectations for the parties, and ensures proper insurance and indemnification is agreed upon. This type of Agreement is a requirement to account for the use of public funds in this manner with a non-profit organization.

The City and Chamber have a decades long relationship of promoting and celebrating the community. This relationship includes partnering on past SummerFest events and activities as well as the Celebrate Ankeny 2021 event held during COVID. The event is held annually and the City's participation includes

hosting activities on City-owned property, closing certain streets for the event and parades, and providing in-kind support services through the Police, Fire/EMS, Public Works, Communications, and Parks & Recreation departments. Staff from the City Manager's Office are also involved in event planning, accounting, and reporting.

An accounting of the City's obligation of resources, operational impacts, and costs associated with supporting the event is maintained for cost allocation purposes. This cost is reviewed with the City Council after the event which occurs through a presentation of a financial report that is requested to be received and filed. The most recent 2021 report is attached to this agenda item. The in-kind services and miscellaneous costs for the SummerFest and Celebrate Ankeny events are paid from the City Council authorized funds allocated from the Hotel/Motel Tax Fund that is discussed during the City's annual budget process.

FISCAL IMPACT: Yes

Costs associated with supporting the SummerFest event is specifically included in the City Council approved FY2023 budget. Funds from the Hotel/Motel Tax Fund are used to offset the staff resources and miscellaneous expenses incurred. Excluding the 2021 Celebrate Ankeny event, the five-year average expenditure to support SummerFest has been approximately \$54,000 annually.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends Council approve the motion adopting the resolution approving an agreement between the City of Ankeny and the Ankeny Chamber of Commerce.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Resolution No. 2007-201; SummerFest Policy approved by Motion of Council of 03/07/2011; and Celebrate Ankeny 2021 report received and filed on 08/16/2021.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider a motion to adopt **RESOLUTION** approving an agreement between the City of Ankeny and the Ankeny Chamber of Commerce.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
2021 Financial Report
Agreement

RESOLUTION 2022-319

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN EVENT AGREEMENT TO
PROVIDE IN-KIND SERVICES TO THE ANKENY AREA CHAMBER OF COMMERCE
IN SUPPORT OF THE SUMMERFEST 2022 AND SUMMERFEST PARADES**

WHEREAS, the City has been requested to provide in-kind services to the Chamber in support of the SummerFest 2022 and SummerFest Parades located on a blend of public and private property within The District and on City streets; and

WHEREAS, the City is the owner of certain streets and sidewalks located in the City of Ankeny, which streets and sidewalks in the area known as The District have been requested by the Chamber to be approved for closure during Summerfest; and

WHEREAS, the City also is the owner of the certain parking lots located within the City of Ankeny adjacent to the Kirkendall Public Library, which parking lots have been requested by the Chamber to be used by the Chamber for Summerfest; and

WHEREAS, the City is the owner of the park known as Promenade Park located in the City of Ankeny, which park the Chamber has requested be used for the purpose of holding a fireworks display during Summerfest; and

WHEREAS, the Chamber and City desire that the City Streets, City Parking Lots and City Park be used for the purpose of SummerFest 2022 and SummerFest Parades; and

WHEREAS, the Chamber has requested and the City desires to provide in-kind services for the support of the Event and the Event Parades and have agreed to a set of terms and conditions, a copy of which agreement is hereto attached.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby authorizes the Mayor to sign the aforesaid Event Agreement on behalf of the City of Ankeny, Iowa, authorizing the Chamber the use of City Streets, City Parking Lots and City Park as set forth in the Event Agreement.

PASSED AND APPROVED this 20th day of June, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

8-16-21



Jennifer Sease
Administrative Services Director
City Manager's Office

Date: August 11, 2021
To: Mayor and City Council
Subject: Celebrate Ankeny 2021

Background

In 2007, the Ankeny City Council adopted Resolution No. 2007-201 formally recognizing Ankeny Summerfest as a special community festival eligible for support from the City of Ankeny through in-kind services.

In 2011, the Ankeny City Council approved a Summerfest Policy. The policy provided that as long as this special community festival is administered by the Ankeny Area Chamber of Commerce, the City will continue providing an annual subsidy within its fiscal means. The policy capped the maximum City contribution of in-kind services at \$50,000 annually to be paid from the hotel/motel tax fund. The maximum contribution has been adjusted approximately 5% annually and is approved in the hotel/motel tax fund budget.

Financial and Operational Impacts

The table below represents the history of the City's Summerfest and Celebrate Ankeny commitment of in-kind services (primarily personnel costs and equipment usage):

Summerfest 2011	\$ 41,768.11	Summerfest 2016	\$ 45,615.81
Summerfest 2012	49,595.20	Summerfest 2017	58,742.52
Summerfest 2013	61,251.89	Summerfest 2018	58,657.37
Summerfest 2014	47,392.21	Summerfest 2019	59,180.95
Summerfest 2015	46,918.98	Celebrate Ankeny 2021	12,838.13

The table below represents the departmental costs related to Celebrate Ankeny 2021:

Department	Personnel Costs (Regular)	Personnel Costs (Overtime)	Miscellaneous Costs	Total
Fire	\$ -	\$ -	\$ -	\$ -
Park Maintenance	2,055.94	-	1,310.00	3,365.94
Police	963.60	4,471.38	-	5,434.98
Prairie Ridge Sports Complex	388.83	86.54	180.00	655.37
Public Works	1,620.27	-	1,569.09	3,189.36
Water	119.74	-	72.74	192.48
Total	\$ 5,148.38	\$ 4,557.92	\$ 3,131.83	\$ 12,838.13

The FY 2022 budgeted commitment to Celebrate Ankeny 2021 is \$67,000. The departmental costs of \$12,838.13 were \$54,161.87 below budget due changes in the event from the ongoing COVID-19 pandemic. The typical 4-day Summerfest event was reduced to 1-day Celebrate Ankeny event. The in-kind services the City provided were related to the band and fireworks on Saturday, July 10, 2021.

Conclusion

This report is intended to inform elected officials of the City's obligation of resources, operational impacts and costs associated with Celebrate Ankeny 2021. It also demonstrates the City's commitment to Celebrate Ankeny and provides valuable information to the Ankeny Area Chamber of Commerce.

EVENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of June, 2022, by and between the City of Ankeny, an Iowa municipal corporation (hereinafter "City"), and the Ankeny Area Chamber of Commerce (hereinafter "Chamber").

WHEREAS, the City has been requested to provide in-kind services to the Chamber in support of the SummerFest 2022 and SummerFest Parades located on a blend of public and private property within The District and on City streets;

WHEREAS, the City is the owner of certain streets and sidewalks located in the City of Ankeny, which streets and sidewalks in the area known as The District have been requested by the Chamber to be approved for closure during Summerfest (collectively referred to herein as the "City Streets");

WHEREAS, the City also is the owner of the certain parking lots located within the City of Ankeny adjacent to the Kirkendall Public Library, which parking lots have been requested by the Chamber to be used by the Chamber for Summerfest (collectively referred to herein as the "City Parking Lots");

WHEREAS, the City is the owner of the park known as Promenade Park located in the City of Ankeny, which park the Chamber has requested be used for the purpose of holding a fireworks display during Summerfest (referred to herein as the "City Park");

WHEREAS, the Chamber and City desire that the City Streets, City Parking Lots and City Park (collectively referred to herein as the "Event Property") be used for the purpose of SummerFest 2022 (the "Event") and SummerFest Parades (the "Event Parades"); and

WHEREAS, the Chamber has requested and the City desires to provide in-kind services for the support of the Event and the Event Parades.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on the 4th day of July 2022, and shall last the duration of the Event, terminating on the 11th day of July 2022 (the "Term").
2. **Location; Use:** The Chamber is hereby authorized to use the Event Property for the purposes of the Event and Event Parades during the Term.
3. **Duties and Obligations of Chamber:** Duties and obligations of the Chamber shall include, but are not limited to, those as described herein:
 - a) Organize, staff, manage, promote and pay for costs associated with the Event and Event Parades that are not otherwise covered by the City's in-kind resource allocation.
 - b) Recognize the City as event sponsor on all advertising and on website.
 - c) Provide the City with an opportunity to set up an informational tent at the Event.
 - d) Complete and provide the City with the results of a participant satisfaction survey within ninety (90) days of the end of the Term.

- e) Provide the City with a written event summary or presentation within six months of the end of the Term;
- f) Provide a location for a command post for City Fire Department and EMS staffing presence at the Event and for City Police Department command post.

4. Duties and Obligations of City: Duties and obligations of the City shall be as follows:

- a) Closure of City Streets as requested by the Chamber and approved by the City for the Event.
- b) Closure of City Streets as requested by the Chamber and approved by the City for Event Parades.
- c) Closure and use of City Parking Lots as requested by the Chamber and approved by the City for the Event.
- d) Closure of City Park as requested by the Chamber and approved by the City for the purpose of holding a fireworks display for the Event.
- e) Waiver of fees and charges for the Event, including:
 - i. 3-day temporary food vendor permit fee;
 - ii. Food vendor application fee;
 - iii. Fire inspection fee;
 - iv. Temporary water meter fees; and
 - v. Water provided for the Event through temporary meters.
- f) City Fire Department resources as deemed necessary and available by the City, including:
 - i. City Fire Department and EMS staffing presence at the Event and located at an event command post;
 - ii. Ambulance and EMS staffing located at the Event;
 - iii. Ride and game inspection prior to the start of the Event; and
 - iv. EMS gator to be used by City staff.
- g) City Parks and Recreation Department resources as deemed necessary and available by the City, including debris clean up at the City Park at the conclusion of the Event.
- h) City Police Department resources as deemed necessary and available by the City, including:
 - i. Patrol presence on the grounds of the Event, Event Parades, and City Park;
 - ii. Command post established for public safety personnel and monitoring of the Event;
 - iii. Officer escort for Chamber staff when making cash deposit during the Event and for night drops, which night drops shall require a police officer and cruiser escort to a bank; and
 - iv. Police cruiser to lead Event Parades.
- i) City Public Works Department resources as deemed necessary and available by the City, including:
 - i. Road barricades for Event Parades;
 - ii. Street sweeping of the City Streets used for Event Parades;
 - iii. Traffic cones, barricades, and road closure signs demarcating the Event Parade routes;
 - iv. Stop signs at the Event site as required by the City;
 - v. Temporary posts and barrier ropes around the safety zone for the fireworks display area, more particularly described on Exhibit "D" attached hereto.
- j) City Municipal Utility Department resources as deemed necessary and available by the City, including temporary water meter installations at four locations for the Event.

5. Liability of City: The City shall not be liable for any damage, loss or injury to the person, property or effects of Chamber or any vendor, agent, servant, employee, patron or participant in the Event or Event Parades on, in or about the Event Property during the Event or Event Parades activities other

than through the negligence attributed to the City. To the fullest extent permitted by law, the Chamber shall defend, hold harmless and indemnify the City from and against all claims, actions, liabilities, damages, losses, costs and expenses (including, without limitation, injury to or death of any persons and damage to property, economic and consequential damages and attorneys' fees) asserted by third parties against City arising out of negligent acts, errors or omissions or breach of the obligations set forth in this Agreement by the Chamber, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. However, the Chamber shall not be required to indemnify the City from the consequences of the City's own negligence.

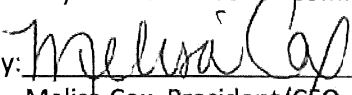
6. **Insurance:** The Chamber shall carry and maintain during the entire term hereof at Chamber's sole cost and expense, broad form commercial liability insurance with limits of not less than Two Million Dollars (\$2,000,000). City shall be named as an additional insured on said policy. The Chamber shall provide City with the certificate and additionally insured endorsement verifying that said insurance is in full force and effect, not less than twenty (20) days prior to the start of Event and Event Parades. The Chamber shall be responsible for insuring its own personal property, and the City shall have no responsibility for insuring the same.
7. **Completeness of Agreement and Modification:** This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
8. **Certification of Authority:** The undersigned certify that the persons executing this agreement on behalf of the City and the Chamber have legal authority to enter into this agreement on behalf of the City and the Chamber respectively and have full authority to bind the City and the Chamber in a valid Agreement on the terms herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written:

City of Ankeny, Iowa

By: _____
Mark Holm, Mayor

Ankeny Area Chamber of Commerce

By:  _____
Melissa Cox, President/CEO

Attest:

By: _____
Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

SE 3rd Street Utility Improvements - Phase 2 project

Professional Services Agreement with JEO Consulting Group, Inc.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with JEO Consulting Group, Inc., for the design engineering services needed for the SE 3rd Street Utility Improvements - Phase 2 project.

The scope of the project includes pavement reconstruction and utility improvements along SE 3rd Street from S Ankeny Blvd to SE Sharon Drive. These improvements will improve the condition of the street, sidewalk, storm sewer, and water main infrastructure in this area.

The design of this project needs to be undertaken at this time so that the project schedule can be

maintained. The Public Works Department proposes to use JEO Consulting Group, Inc. to complete the necessary design engineering services for this project. The scope of the design engineering services and corresponding fees are shown in the attached Professional Services Agreement. The total fee for the design engineering services is \$106,780.00.

It is anticipated that this project will be bid in December 2022 for construction in 2023. It is recommended that the City Council approve the Professional Services Agreement with JEO Consulting Group, Inc.

FISCAL IMPACT: No

This project is proposed in the current CIP for the design phase to begin in 2022.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with JEO Consulting Group, Inc. for design engineering services on the SE 3rd Street Utility Improvements - Phase 2 in an amount not to exceed \$106,780.00 and authorize the Mayor to execute said Agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

A Public Information Meeting was held on July 27, 2021.

ACTION REQUESTED:

Action: Consider motion to approve the Professional Services Agreement with JEO Consulting Group, Inc. for design engineering services on the SE 3rd Street Utility Improvements - Phase 2 in an amount not to exceed \$106,780.00 and authorize the Mayor to execute said Agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Agreement



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 2022 ("Effective Date") between City of Ankeny, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

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

SE 3rd Street Utility Improvements – Phase 2 from S Ankeny Boulevard to SE Sharon Drive ("Project").

JEO Project Number: 200170.02

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section XIV of the scope of services, Exhibit A and Section 3 of the general conditions, Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in the scope of services, Exhibit A and per the terms in the general conditions, Exhibit B.
- B. The fee schedule is outlined in Exhibit A.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule is set forth in Exhibit C.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services

Exhibit B – General Conditions

Exhibit C – Standard Hourly Rate Schedule

Exhibit D – City of Ankeny Insurance Requirements for Professional Services

Exhibit E – Project Location Map

4.02 Total Agreement

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

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

Owner: City of Ankeny, Iowa

Engineer: JEO Consulting Group, Inc.

By: _____

By:  _____

(Print Name)

Rob J. Haaland

(Print Name)

Title: _____

Title: Transportation Project Manager

Date Signed: _____

Date Signed: 6/13/2022

Address for giving notices:

Address for giving notices:

City of Ankeny – Public Works Department

JEO Consulting Group, Inc.

1210 NW Prairie Ridge Drive

1615 SW Main Street, Suite 205

Ankeny, IA 50023

Ankeny, IA 50023-7261

Attest

By: _____

Michelle Yuska, City Clerk

JEO Consulting Group, Inc.
SCOPE OF SERVICES

I. Project Description

- A. The overall project of SE 3rd Street Utility Improvements has been split into two phases for design and construction. Project limits are referenced as the following:
- i. SE 3rd Street Utility Improvements – Phase 1 (“Phase 1”): From immediately east of the intersection of SE 3rd Street and SE Sharon Drive to the intersection of SE 3rd Street and SE Trilein Drive. Currently under construction.
 - ii. SE 3rd Street Utility Improvements – Phase 2 (“Phase 2”): From the east return of the US Highway 69/S Ankeny Blvd and SE 3rd Street intersection to immediately east of the intersection of SE 3rd Street and SE Sharon Drive (west end of Phase 1).
- B. Design services for Phase 2 will be completed within this agreement. The Project includes:
- i. The reconstruction of SE 3rd Street using a 31-foot back-to-back wide urban section and reconstructing the approaches of SE Grant Street and SE Sharon Drive.
 - ii. Installing 4-ft wide sidewalk along both sides of SE 3rd Street. It is assumed that these sidewalks will be installed within the existing 50-ft right-of-way.
 - iii. Installing new driveway approaches from the roadway to the back side of the sidewalk. In some instances, additional driveway removal and replacement may be necessary in order to meet current SUDAS Vertical Design Standards.
 - iv. Installing new storm sewer along the north side of SE 3rd Street within the project limits as outlined in the “SE 3rd Street Area Storm Sewer Improvements” Study. Storm sewer pipe cross run trenches will be filled with rock from the bottom of the trench to the bottom of the modified subbase. The proposed storm sewer system for Phase 2 will tie-in to the storm sewer system installed during Phase 1.
 - v. Removing the existing 4-inch/6-inch water main along the south side of the project and installing a new 8-inch water main, including new hydrants, valves, fittings, curb stops (located within the sidewalk), and water services from the water main to the curb stop. The proposed 8-inch water main for Phase 2 will tie-in to the 8-inch water main installed during Phase 1. The proposed 8-inch water main will also tie-in to the existing water main in the SE corner of the US Highway 69/S Ankeny Blvd & SE 3rd Street intersection, while also setting up a stub-out for a connection to a future water main continuing south along the eastern side of US Highway 69/S Ankeny Blvd. Temporary water main in order to maintain services to property owners will be included as part of the project.
 - vi. Installing new sanitary sewer along SE 3rd Street from US Highway 69/S Ankeny Blvd to SE Sharon Drive including services to the ROW. The proposed sanitary sewer for Phase 2 will tie into the sanitary sewer installed during Phase 1. The proposed sanitary sewer will also tie into the existing sanitary sewer with a new manhole (possible drop manhole) near US Highway 69/S Ankeny Blvd intersection. The sanitary sewer main will be designed to account for a future bored crossing of US Highway 69/S Ankeny Blvd. All manholes (new and existing) along the corridor will have self-leveling castings installed. Manholes that will be left in place will be field reviewed and the need for major manhole adjustments in order to accommodate self-leveling castings will be evaluated and designed.
 - vii. Subdrain will be installed along the project corridor and installed along both (north and south) sides of the roadway. This also includes new storm sewer service stubs for each property to be terminated immediately outside of the proposed sidewalk.
- C. The Engineer will update the preliminary design and plans for Phase 2 of SE 3rd Street Utility Improvements Project based on recently discussed design considerations at the western end of the

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project. The Engineer will also complete 60% and 90% submittals for reviews and final design, plans, contract documents, permits, and bidding assistance for Phase 2. Phase 2 construction administration, construction staking, resident project representative, and post-construction services will be performed under a separate agreement or amendment.

II. Project Administration and Coordination

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

III. Topographic Survey and Data Collection

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

IV. Geotechnical Engineering

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

V. Preliminary Design Services

- A. The Engineer will prepare 30% design exhibits that depict significant design modifications to the preliminary design for Phase 2 (already completed under a separate agreement) at the western end of the project such as:
 - i. SE 3rd Street Roadway Plan and Profile
 - 1. The Engineer will extend the limits of pavement reconstruction to the west and terminate the improvements east of the travel lanes of US Highway 69/S Ankeny Blvd at the SE 3rd Street intersection.
 - 2. The storm sewer improvements may require work within the eastern most through lane for the intake replacement. This will be reviewed and coordinated during design.
 - 3. The Engineer will review the cross slopes continuing with the slopes used in phase 1, except where adjustments are needed to keep within the maximum 9.5% driveway slopes.
 - ii. Storm Sewer Plan and Profile
 - 1. The Engineer will confirm the recommendations from the "SE 3rd Street Area Storm Sewer Improvements" Study are included in the Phase 2 design.
 - iii. Sanitary Sewer Plan and Profile
 - 1. It is assumed the sanitary sewer along SE 3rd Street will be extended to the west across US Highway 69/S Ankeny Blvd in the future.
 - a. The Engineer will flatten the proposed profile of the Phase 2 sanitary sewer to 0.8% so that the western terminus is as deep as possible in

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anticipation of a future bored crossing of US Highway 69/S Ankeny Blvd.

- b. The Engineer will review potential alignments for the future sanitary sewer crossing of US Highway 69/S Ankeny Blvd and modify the proposed design for the Phase 2 sanitary sewer to limit future sanitary installations on the east side of the intersection.

iv. Water Main Plan and Profile

- 1. It is assumed that a water main will be installed along the eastern side of US Highway 69/S Ankeny Blvd in the future.
 - a. The design for the proposed 8-inch water main in Phase 2 will be modified to tie-in to the existing 4" water main in the SE corner of the US Highway 69/S Ankeny Blvd & SE 3rd Street intersection.
 - b. The design will also be modified to create a stub-out for a connection to the future water main continuing south along the eastern side of US Highway 69/S Ankeny Blvd.

v. Preliminary Traffic Control and Staging (J-Sheets).

- 1. It is assumed that SE 3rd Street will be closed to all traffic and a single detour route will be utilized for SE 3rd Street thru traffic.
- 2. Due to the length of Phase 2, it is assumed to be split into at least three stages.
 - a. The Engineer will review the proposed staging plan for compatibility with the access needs of the commercial properties at the western end of the project.
 - b. The Engineer will design alternative access routes if staging construction is not able to maintain consistent access to any property.

- B. The Engineer will prepare Preliminary (30%) Design Exhibits and submit to the Owner for review and comment. The Engineer will issue written responses to comments from the Owner.

Preliminary Design phase is considered complete when 30% documents are reviewed by the Owner.

VI. Project Outreach Meetings

A. Public Information Meeting

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

B. Property Owner Coordination meetings

- i. The engineer with attend up to three (3) site visits with business owners to coordinate site use and access for stage breaks.

VII. Final Design Services

- A. Upon receipt of preliminary plan review comments from the Owner, the Engineer will incorporate

JEO Consulting Group, Inc. SCOPE OF SERVICES

comments from the previous review and prepare 90% check plans and contract documents for Phase 2 that include:

- i. Title Sheet (A-Sheet)
 - ii. Typical Sections and Details (B-Sheets)
 - iii. Estimated Quantities, Estimate Reference Information, and General Notes (C-Sheets)
 - iv. SE 3rd Street Roadway Plan and Profile from U.S. Highway 69/S Ankeny Blvd to SE Sharon Drive (D-Sheets)
 - v. SE Grant Street and SE Sharon Drive Roadway Plan and Profile (E-Sheets)
 - vi. Project Removals (F-Sheets)
 - vii. Survey Control and Alignment (G-Sheets)
 - viii. Traffic Control and Staging with Signing (J-Sheets)
 - ix. Pavement Marking and Signing (K-Sheets)
 - x. Intersection Jointing and Geometric Details (L-Sheets)
 - xi. Storm Sewer Plan and Profile (M-Sheets)
 1. Plan sheets will depict estimated utility crossing locations and depth in respect to the proposed storm sewer.
 - xii. Sanitary Sewer Plan and Profile (MSA-Sheets)
 1. Plan sheets will depict estimated utility crossing locations and depth in respect to the proposed sanitary sewer.
 - xiii. Water Main Plan and Profile (MWM-Sheets)
 1. Plan sheets will depict estimated utility crossing locations and depth in respect to the proposed water main.
 2. A Leaking Underground Storage (LUST) site is located west of the intersection of US Highway 69 and SE 3rd Street (LUST Site# 8LTY74). Therefore, it is assumed that the water main within 500-ft of the site will be designed with ductile iron pipe.
 - xiv. Erosion Control Plan Sheets (R-Sheets)
 1. Including a Storm Water Pollution Prevention Plan (SWPPP) general notes and erosion control plan.
 2. The Owner will provide the Engineer the SWPPP template.
 - xv. Sidewalk Layout and Tabulation (S-Sheets)
 1. New curb ramps are assumed at:
 - a. All four quadrants and in each direction at SE Sharon Drive.
 - b. All four quadrants and in each direction at SE Grant Street.
 - c. Northeast quadrant at US Highway 69/S Ankeny Blvd.
 - xvi. Special Details, if necessary (U-Sheets)
 1. May include modified intakes and/or modified manhole(s)
 - xvii. Final Cross Sections from U.S. Highway 69 to SE Sharon Drive (W-Sheets)
 - xviii. The Engineer shall prepare bid documents that will include the Owner's front-end documents modified to support the Project. The SUDAS Standard Specifications and Owner's Supplemental Specifications shall be referenced for construction. Specifications may include Special Provisions to supplement SUDAS Standard Specifications.
- B. The Engineer will prepare 90% (Check) Construction Drawings (11" x 17"), specifications, and bid documents and submit to the Owner for review and comment. The Engineer will issue written responses to one round of comments from the Owner.
- C. The Engineer will provide a 90% (Check) Engineer's Opinion of Probable Construction Cost and

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submit to the Owner for review.

D. Final 100% Plans and Specifications

- i. Upon receipt of comments on the 90% (Check) Construction Drawings, specifications, and bid documents, the Engineer will incorporate the comments and complete the plans, specifications, and bid documents for the project bid letting of Phase 2.
- ii. The Engineer will prepare and submit the Water Main and Sanitary Sewer permits to the Iowa Department of Natural Resources. The Engineer will pay all permit fees, publication fees, and other associated fees (to be reimbursed by the owner).
- iii. The Engineer will prepare and submit the Work Within the Right-of-Way permit to the Iowa Department of Transportation.
- iv. NPDES Storm Water Permit
 1. The Engineer will obtain public notices and proof of publication, submit the Notice of Intent, and prepare the "initial" Storm Water Pollution Prevention Plan (SWPPP) for the project using the Owner's SWPPP template. The Owner is responsible for implementation during construction.
 2. The Engineer will pay all permit fees, publication fees, and other associated fees (to be reimbursed by the owner).
 3. The Engineer is not responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit #2 applicable to the site and creation of the "initial" SWPPP for the site.

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

F. The Engineer will provide internal QA/QC for the Final Design phase.

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

VIII. Bidding Phase Services

A. Bid Documents

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

B. Advertising

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

C. Bid Opening

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

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

JEO Consulting Group, Inc.
SCOPE OF SERVICES

IX. Construction Services

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

X. Deliverables

- A. Preliminary (30%) Design Exhibits – Electronic Copy and Five (5) Hard Copies
- B. 90% (Check) Construction Drawings (11" x 17") – Electronic Copy and Five (5) Hard Copies
- C. Engineer's 90% (Check) Opinion of Probable Construction Cost
- D. Final (100%) Construction Drawings (11" x 17") – Electronic Copy and Five (5) Hard Copies
- E. Engineer's Final (100%) Opinion of Probable Construction Cost
- F. Front End Documents and Special Provisions – Electronic Copy and Five (5) Hard Copies
- G. Pre-construction GIS/Survey Submittals per Owner's Requirements (Including Base Map and Project Design in AutoCAD format)

XI. Fee Schedule (Hourly Not to Exceed)

	Task	Streets	Storm Sewer	Sanitary Sewer	Water	Total
A.	Project Admin. & Coord.	\$7,022.50	\$5,262.50	\$5,262.50	\$5,262.50	\$22,810.00
B.	Topo. Survey and Data Collection					Completed
C.	Geotech. Eng. (Sub)					Completed
D.	Preliminary Design Services	\$3,642.50	\$4,532.50	\$2,312.50	\$2,312.50	\$12,800.00
E.	Project Information Meeting	\$965.00	\$965.00	\$965.00	\$965.00	\$3,860.00
F.	Final Design Services	\$30,245.30	\$13,709.85	\$3,300.00	\$14,819.85	\$62,075.00
G.	Bidding Phase Services	\$1,779.90	\$1,727.55	–	\$1,727.55	\$5,235.00
H.	<u>Construction Services</u>					<u>By Amendment</u>
I.	Total	\$43,655.20	\$26,197.40	\$11,840.00	\$25,087.40	<u>\$106,780.00</u>

XII. Timeline

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

- i. Notice to Proceed June 21, 2022
- ii. Preliminary design exhibits June 21, 2022 – July 15, 2022
- iii. Preliminary Design Exhibits to Owner for Review (2 weeks) July 15, 2022
- iv. Preliminary Design Exhibits Comments to Engineer July 29, 2022
- v. Final Plan and Contract Document Design Aug. 1, 2022 – Oct. 7, 2022
- vi. Final Plans and Contract Docs to Owner for Review (3 weeks) October 7, 2022
- vii. Final Plans and Contract Document Comments to Engineer October 28, 2022
- viii. Final Design Completed – Contract Documents to Owner November 10, 2022
- ix. Project Bid Letting November 21, 2022
- x. Project Bid Opening December 13, 2022
- xi. Contract Award December 19, 2022
- xii. Phase 1 Construction Begins Approximately April 1, 2022

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

JEO Consulting Group, Inc.
SCOPE OF SERVICES

XIII. Additional Services Not Included in the Proposal

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

XIV. Owner's Responsibilities

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

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

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

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

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

~~a. Workers' Compensation: Statutory~~

~~b. Employer's Liability~~

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

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

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

~~c. General Liability~~

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

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

~~d. Auto Liability~~

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

~~e. Excess or Umbrella Liability~~

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

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

~~f. Professional Liability:~~

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

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

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

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

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

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

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

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

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

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

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

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

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



JANUARY 1, 2022

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$145.00	-	\$295.00
Project Engineers/Architects:	\$130.00	-	\$245.00
Project Engineers (E.I.):	\$105.00	-	\$130.00
Designer:	\$140.00	-	\$215.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$85.00	-	\$150.00
Office/Administrative:	\$75.00	-	\$135.00
Principals:	\$230.00	-	\$350.00

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

City of Ankeny Insurance Requirements for Professional Services

1. JEO Consulting Group, Inc. shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit A.
6. All required endorsements to various policies shall be attached to Certificate of Insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit A.
9. Whenever an ISO form is referenced the current edition of the form must be used.
10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.
11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit D

A) COMMERCIAL GENERAL LIABILITY

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

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

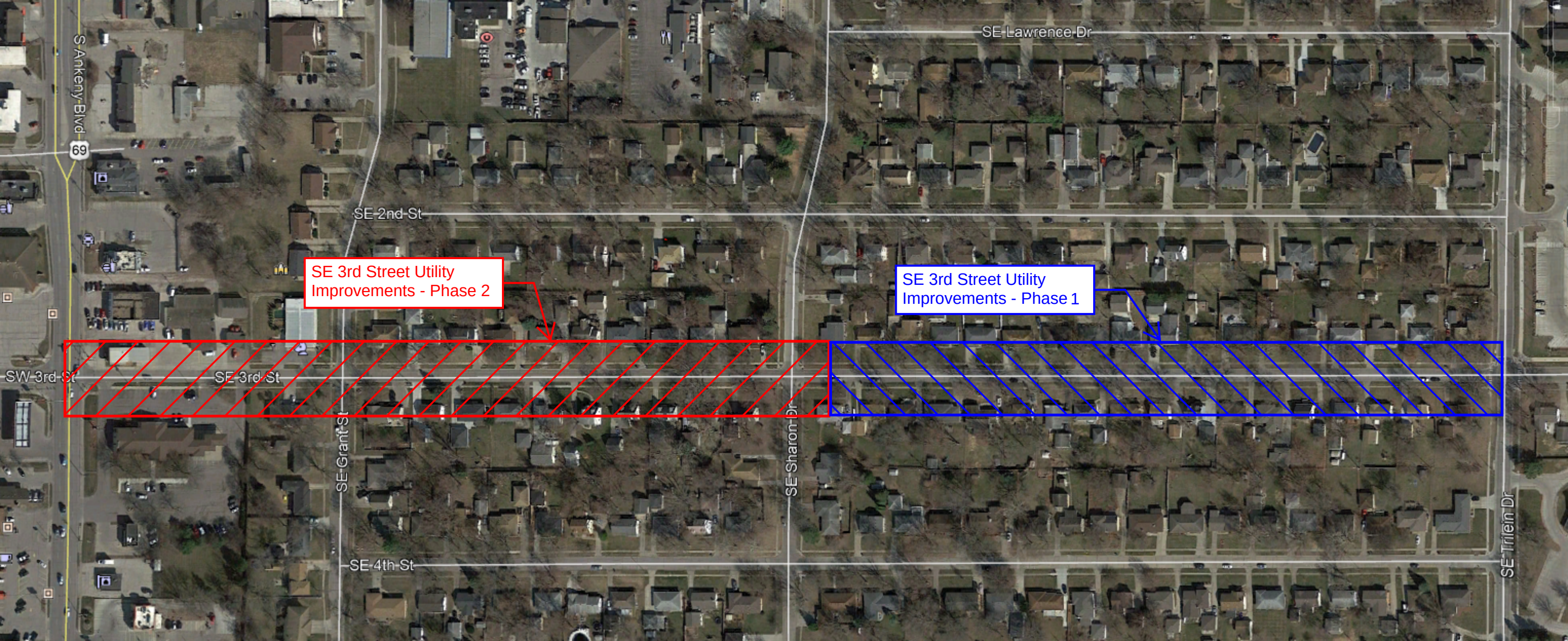
F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.
5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.



SE 3rd Street Utility
Improvements - Phase 2

SE 3rd Street Utility
Improvements - Phase 1



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
\$896,000 Master Services and Purchasing Agreement (General Fund)
Set Public Hearing

EXECUTIVE SUMMARY:
The Master Services and Purchasing Agreement is necessary to move forward with the replacement of the current body worn cameras, vehicle mounted cameras and web accessible digital evidence management system. Because the costs of the equipment and software are being paid annually over a five-year period and that the Master Services and Purchasing Agreement is non-cancellable it is required to be treated similar to indebtedness, which requires a public hearing. The public hearing will be held on July 5, 2022, along with approval of the Master Services and Purchasing Agreement with Axon Enterprise, Inc.

FISCAL IMPACT: **Yes**
The total cost is \$895,999.87, with installment payments of \$179,999.98 annually over a five-year period. The FY 2023 budget includes \$180,000 annually for the replacement of the current body worn cameras, vehicle mounted cameras and web accessible digital evidence management system.

CITY MANAGER'S RECOMMENDATIONS:

Adopt resolution fixing date for a public hearing on the proposition to authorize a Master Services and Purchasing Agreement payable from the General Fund in the principal amount of \$896,000 for personal property for use by the City, and providing for publication of notice thereof.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Notice of public hearing will be published in the Des Moines Register on June 24, 2022.

ACTION REQUESTED:

Action: <p>Consider motion to adopt RESOLUTION fixing date for a public hearing on the proposition to authorize a Master Services and Purchasing Agreement payable from the General Fund in the principal amount of \$896,000 for personal property for use by the City, and providing for publication of notice thereof. (date of hrg: 7/5/22 @ 5:30 p.m.)</p>

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Master Services and Purchasing Agreement

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSITION TO AUTHORIZE A MASTER SERVICES AND PURCHASING AGREEMENT PAYABLE FROM THE GENERAL FUND IN THE PRINCIPAL AMOUNT OF \$896,000 FOR PERSONAL PROPERTY FOR USE BY THE CITY, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", 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 resolution duly adopted as follows:

RESOLUTION

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSITION TO AUTHORIZE A MASTER SERVICES AND PURCHASING AGREEMENT PAYABLE FROM THE GENERAL FUND IN THE PRINCIPAL AMOUNT OF \$896,000 FOR PERSONAL PROPERTY FOR USE BY THE CITY, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ankeny, Iowa, should enter into a Master Services and Purchasing Agreement, a copy of which is attached hereto, in the principal amount of \$896,000 as authorized by Sections 364.4 and 384.25 of the Code of Iowa, for the purpose of providing funds to pay costs of equipping the police department; and

WHEREAS, the term of the proposed agreement does not exceed the economic life of the property to be acquired; and

WHEREAS, the Master Services and Purchasing Agreement shall be payable from the General Fund of the City, and aggregate annual payments due on the proposed Master Services and Purchasing Agreement and all other agreements in force on the date of authorization will not exceed ten (10) percent of the last certified general fund budget amount; and

WHEREAS, before the Master Services and Purchasing Agreement may be authorized, it is necessary to comply with the provisions of said Code, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the

authorization of the Master Services and Purchasing Agreement and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the 5th day of July, 2022, for the purpose of taking action on the matter of the authorization of a Master Services and Purchasing Agreement payable from the General Fund, in the principal amount of \$896,000, the proceeds of which will be used to provide funds to pay costs of equipping the police department.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four clear days nor more than twenty days before the date of said public meeting on the authorization of said agreement.

Section 3. The notice of the proposed action to authorize said agreement shall be in substantially the following form:

(To be published on or before June 28, 2022)

NOTICE OF MEETING OF THE COUNCIL OF THE CITY OF
ANKENY, IOWA, ON THE MATTER OF THE PROPOSED
AUTHORIZATION OF A MASTER SERVICES AND
PURCHASING AGREEMENT (GENERAL FUND) IN THE
PRINCIPAL AMOUNT OF \$896,000, FOR PERSONAL
PROPERTY FOR USE BY THE CITY, AND THE PUBLIC
HEARING ON THE AUTHORIZATION THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ankeny, Iowa, will hold a public hearing on the 5th day of July, 2022, at 5:30 P.M., in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Master Services and Purchasing Agreement payable from the General Fund, in the principal amount of \$896,000, the proceeds of which will be used in order to provide funds to pay costs of equipping the police department. Aggregate annual payments due from the general fund of the City on the proposed Master Services and Purchasing Agreement and all other agreements in force on the date of authorization will not exceed ten (10) percent of the last certified general fund budget amount.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the above action. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action for the authorization of said agreement or will abandon the proposal.

This notice is given by order of the City Council of Ankeny, Iowa, as provided by Sections 364.4 and 384.25 of the Code of Iowa, as amended.

Dated this 20th day of June, 2022.

City Clerk of Ankeny, Iowa

Published in the Des Moines Register on the ____ day of _____, 2022.

(End of Notice)

PASSED AND APPROVED this 20th day of June, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on July 6, 2022 through July 5, 2027 ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the City and Axon may renew up to five (5) additional one-year time periods by mutual agreement ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

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Master Services and Purchasing Agreement between Axon and Agency

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.

10 Design Changes. Axon may make design changes to any Axon Device or Service without notifying Agency

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Master Services and Purchasing Agreement between Axon and Agency

or making the same change to Axon Devices and Services previously purchased by Agency.

- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
 - 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination,

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Master Services and Purchasing Agreement between Axon and Agency

or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: City of Ankeny
Attn:
Street Address: 410 W 1st St
City, State, Zip: Ankeny, IA 50023-1557
Email:

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This

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Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

AGENCY:

City of Ankeny

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

Title: [Click here to enter text.](#)



Master Services and Purchasing Agreement

if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term (“**Axon Records Subscription**”)

An “**Update**” is a generally available release of Axon Records that Axon makes available from time to time. An “**Upgrade**” includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon’s or Axon’s licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon’s data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data”, as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

- 1.1.1.** When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) (“**New Use Case**”).

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency’s request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon’s services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon’s services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



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Professional Services Appendix

- 1 Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

- 3 Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

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System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock (“**Dock**”) access

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

- 5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

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TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 Site Preparation. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

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- 12** **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form (“**Acceptance Form**”) to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13** **Agency Network.** For work performed by Axon transiting or making use of Agency’s network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency’s network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“OSP”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“OSP 7 Term”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“BWC Upgrade”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“Dock Upgrade”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software.") "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)

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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Master Services and Purchasing Agreement

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.



Master Services and Purchasing Agreement

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal (“**Portal Content**”), within Agency’s Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency’s CAD or RMS.



Master Services and Purchasing Agreement

Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Proposed Letter of Agreement - A Cut Above Lawn Care & Landscaping

2022 South Zone A Mowing Services

EXECUTIVE SUMMARY:

The City's contractor responsible for mowing the entire South Zone of Ankeny provided notice to staff requesting termination of their agreement. The contractor is unable to provide mowing services as previously agreed upon by the parties. Upon receipt of this notice, staff discussed breaking the existing South Zone into two smaller zones (South A and South B). Allowing bids for two zones was an attempt to generate additional interest from differing sized contractors. Quotes were requested specifically from 11 mowing contractors in the area. The City received zero completed bid packets by the established deadline for South Zone A, and one for South Zone B. In light of this non-responsive bid environment, staff reached out the City's existing North Zone contractor, A Cut Above Lawn Care & Landscaping, and asked for a quote for South Zone A. The response provided to the City was \$54.00 per acre for the 2022 mowing season. This amount, while higher than what is presently being charged by the South Zone contractor that is terminating services with the City, it is lower than other verbal quotes staff received for South Zone A, and is consistent with higher costs being experienced across labor intensive services (rising fuel prices, labor shortage, material increases for equipment, etc.).

FISCAL IMPACT: Yes

Approval of this item will carry a financial impact to the City that is approximately twice as expensive as originally anticipated, however, this cost may be offset by lower expenses incurred year to date by the contractor seeking to terminate services with the City.

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approval of the item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Resolution 2021-117 approval of 2021-2023 contract for Ankeny's South Zone with AAA Lawn Service LLC.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider a motion to adopt **RESOLUTION**,
approving a Letter of Agreement between the City of Ankeny and A Cut Above Lawn Care & Landscaping, for 2022 South Zone A mowing services.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Letter of Agreement

RESOLUTION 2022-

**A RESOLUTION APPROVING A LETTER OF AGREEMENT FOR 2022 SOUTH ZONE A MOWING SERVICES
BETWEEN THE CITY OF ANKENY AND A CUT ABOVE LAWN CARE & LANDSCAPING**

WHEREAS, the City of Ankeny sent out Request for Proposals (RFP) to contractors for the 2022 South Zone A in Ankeny with said Zone defined as specific public rights-of-ways, facilities, and parks; and

WHEREAS, the City did not receive a completed bid package response for South Zone A mowing from interested contractors; and

WHEREAS, in light of not receiving a completed bid package from contractors, informal quotations were sought, including from the City's existing mowing contractor for the North Zone;

WHEREAS, "A Cut Above Lawn Care & Landscaping," a mowing contractor from Ankeny, Iowa provided an acceptable quotation for mowing services of the South Zone A for the 2022 mowing season that was less than other quoted prices received for the Zone by other contractors; and

WHEREAS, staff is requesting the City Council suspend the Ankeny procurement policy, and proceed with accepting and deeming "A Cut Above Lawn Care & Landscaping" as a responsive, responsible, bidder for 2022 South Zone A mowing services.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ankeny, Iowa, hereby awards the 2022 South Zone A Mowing to "A Cut Above" of Ankeny, Iowa, and that the Mayor hereby is authorized to sign the Letter of Agreement on behalf of the City.

PASSED AND APPROVED this 20th day of June, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



LETTER OF AGREEMENT FOR MOWING SERVICES

This Agreement is to be effective on the 13th day of June, 2022, by and between A Cut Above Lawn Care & Landscaping, hereinafter called "the Contractor" and the City of Ankeny, Iowa, hereinafter called "the City".

The Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

Scope of Work: The Contractor shall provide to the City the services set forth in the contract documents consisting of providing general turf mowing services at specific public right-of-ways, facilities and parks. Areas will include those designated as *South Zone A 7-day Mowing Services*.

Term of Contract -

- The term of the contract is one (1) year, June 2022 through November 2022, with the option to extend the agreement for up to one (1) additional one-year time period.
- Pricing will be \$54.00 per acre and remain unchanged through November 2022.
- The contractor will mow the locations listed in "Attachment A – South Zone A", which are included in the contract documents.

Contract Documents - The Agreement consists of the following contract documents, which by this reference are incorporated herein:

- This signed Letter of Agreement;
- The Request for Bid for Mowing Services dated May 26, 2022 and "Attachment A – South Zone A"

If, at any time, the City determines it is in its best interest to discontinue use of this service, the City reserves the right to cancel this Agreement by giving 7 days advance written notice. Notwithstanding the preceding, the City may terminate this Agreement immediately for cause, including but not limited to performance issues, Contractor theft, or any other matter the City deems a public health or safety concern, upon written notice delivered to the Contractor.

This Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. In the event of a conflict between this Letter of Agreement and any other Contract Document, this Letter of Agreement shall control.

City of Ankeny, Iowa

By: Mark Holm, Mayor

Date

A Cut Above Lawn Care & Landscaping



By: Brian Steinfeldt, Contractor Representative

6-10-22

Date



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Proposed Letter of Agreement - Stretch Property Management

2022 South Zone B Mowing Services

EXECUTIVE SUMMARY:

The City's contractor responsible for mowing the entire South Zone of Ankeny provided notice to staff requesting termination of their agreement. The contractor is unable to provide mowing service as previously agreed upon by the parties. Upon receipt of this notice staff discussed breaking the existing South Zone into two smaller zones (South A and South B). Allowing bids for two zones was an attempt to generate additional interest from differing sized contractors who might already be busy at this point in the mowing season. Quotes were requested specifically from 11 mowing contractors in the area. The City received zero completed bid packets by the established deadline for South Zone A, and one for South Zone B.

The bid received for South Zone B is from Stretch Property Management in the amount of \$58.30 per acre. This amount, while higher than what is currently being charged by the South Zone contractor who is

terminating services with the City, it is lower than other verbal quotes staff received for work in the South Zone during this process. The bid provided by Stretch Property Management is also similar to the proposed contract amount provided by A Cut Above Lawn Care & Landscaping for South Zone A. The rising cost for this service appears to be representative of the market for labor intensive services (rising fuel prices, labor shortage, material increases for equipment, already at workload capacity, etc.).

FISCAL IMPACT: Yes

Approval of this item will carry a financial impact to the City that is approximately twice as expensive as originally anticipated, however, this cost may be offset by lower expenses incurred year to date by the contractor seeking to terminate services with the City.

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Resolution 2021-117 approval of 2021-2023 contract for Ankeny's South Zone with AAA Lawn Service LLC.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider a motion to adopt **RESOLUTION**,
approving a Letter of Agreement between the City of Ankeny and Stretch Property Management, for 2022 South Zone B mowing services.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Letter of Agreement

RESOLUTION 2022-

**A RESOLUTION APPROVING A LETTER OF AGREEMENT FOR 2022 SOUTH ZONE B MOWING SERVICES
BETWEEN THE CITY OF ANKENY AND STRETCH PROPERTY MAINTENANCE**

WHEREAS, the City of Ankeny sent out Request for Proposals (RFP) to contractors for the 2022 South Zone B in Ankeny with said Zone defined as specific public rights-of-ways, facilities, and parks; and

WHEREAS, the City received one completed bid package response for South Zone B mowing from "Stretch Property Maintenance" of Granger, Iowa; and

WHEREAS, the bid provided by "Stretch Property Maintenance," notes the size of mowing equipment under its' ownership does not meet the minimums outlined in the bid documents, but all other items are in order; and

WHEREAS, staff is requesting the City Council suspend the Ankeny procurement policy, and proceed with accepting and deeming "Stretch Property Maintenance" as a responsive, responsible, bidder for 2022 South Zone B mowing services.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ankeny, Iowa, hereby awards the 2022 South Zone B Mowing to " Stretch Property Maintenance" of Ankeny, Iowa, and that the Mayor hereby is authorized to sign the Letter of Agreement on behalf of the City.

PASSED AND APPROVED this 20th day of June, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



LETTER OF AGREEMENT FOR MOWING SERVICES

This Agreement is to be effective on the 13th day of June, 2022, by and between Stretch Property Maintenance, hereinafter called "the Contractor" and the City of Ankeny, Iowa, hereinafter called "the City".

The Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

Scope of Work: The Contractor shall provide to the City the services set forth in the contract documents consisting of providing general turf mowing services at specific public right-of-ways, facilities and parks. Areas will include those designated as *South Zone B 7-day Mowing Services*.

Term of Contract -

- The term of the contract is one (1) year, June 2022 through November 2022, with the option to extend the agreement for up to one (1) additional one-year time period.
- Pricing will be \$58.30 per acre and remain unchanged through November 2022.
- The contractor will mow the locations listed in "Attachment B – South Zone B", which are included in the contract documents.

Contract Documents - The Agreement consists of the following contract documents, which by this reference are incorporated herein:

- This signed Letter of Agreement;
- The Request for Bid for Mowing Services dated May 26, 2022 and "Attachment B – South Zone B";
- The bid submitted by the Contractor on June 2, 2022.

If, at any time, the City determines it is in its best interest to discontinue use of this service, the City reserves the right to cancel this Agreement by giving 7 days advance written notice. Notwithstanding the preceding, the City may terminate this Agreement immediately for cause, including but not limited to performance issues, Contractor theft, or any other matter the City deems a public health or safety concern, upon written notice delivered to the Contractor.

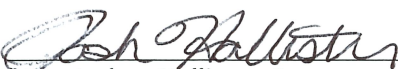
This Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. In the event of a conflict between this Letter of Agreement and any other Contract Document, this Letter of Agreement shall control.

City of Ankeny, Iowa

By: Mark Holm, Mayor

Date

Stretch Property Maintenance


By: Joshua Hollister, Contractor Representative

6-10-22
Date



ANKENY CITY COUNCIL

City Council Agenda

June 20, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- ***Public Hearing - rezone Moeckly Family Farm, LLC - 7/5/22 @ 5:30 p.m.***
- ***Public Hearing - \$896,000 Master Services & Purchasing Agmt - 7/5/22 @ 5:30 p.m.***
- ***Regular Council Meeting - 7/18/22 @ 5:30 p.m.***
- ***Regular Council Meeting - 8/1/22 @ 5:30 p.m.***

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available