



ANKENY CITY COUNCIL

Regular Meeting

Monday, June 19, 2023

5:30 PM

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro-Tem

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

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

ELECTRONIC MEETING INFORMATION

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

Meeting ID: 973 1299 2966

Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the June 19, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the June 19, 2023 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. PH 2023-40 Proposed Ordinance amending Chapter 75 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to allow operation of Utility Task Vehicles (UTVs) within city limits and on city streets.

Action# C1-1. Consider motion to close Public Hearing 2023-40.

2. PH 2023-41 Proposed Lease Agreement for the Property at 1520 SW Ordinance Road between the Friends of the Arts, DBA, Ankeny Art Center and the City of Ankeny, Iowa.

Action# C2-1. Consider motion to close Public Hearing 2023-41.

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 5, 2023, as published, subject to correction, as recommended by the City Clerk.
- CA - 2** Approval of official council actions of the special meeting of May 31, 2023, as published, subject to correction, as recommended by the City Clerk.
- CA - 3** Receive and file minutes of the Plan and Zoning Commission meeting of May 16, 2023.
- CA - 4** Receive and file minutes of the Civil Service Commission meeting of May 18, 2023.
- CA - 5** Receive and file minutes of the Ankeny Cultural Arts Board meeting of September 26th, 2022.

• **Licenses and Permits**

- CA - 6** Consider motion to approve cigarette/tobacco/nicotine/vapor permits in the City of Ankeny.
- CA - 7** Consider motion to approve the issuance of liquor licenses and / or beer / wine permits in the City of Ankeny.

• **Finance/Budget**

- CA - 8** Consider motion to receive and file Financial Reports for May 2023.
- CA - 9** Consider motion to receive and file Building Permit Report for May 2023.
- CA - 10** Consider motion to receive and file Utility Billing Report for May 2023.

- CA - 11** Consider motion to approve Change Order #2 increasing the contract amount by \$2,805.00 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
- CA - 12** Consider motion to approve Change Order #3 increasing the contract amount by \$2,200.00 to Grimes Asphalt and Paving Corporation, for construction services on the SE Delaware Ave HMA Widening project.
- CA - 13** Consider motion to approve Payment #11 in the amount of \$191,825.52 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 #11 in the amount of \$517,582.80 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
- CA - 15** Consider motion to approve Payment #12 in the amount of \$170,817.65 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.
- CA - 16** Consider motion to approve Payment #1 in the amount of \$15,410.28 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 project.
- CA - 17** Consider motion to approve Payment #4 in the amount of \$5,755.33 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
- CA - 18** Consider motion to approve Payment #34 in the amount of \$4,717.00 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.
- CA - 19** Consider motion to approve Payment #2 in the amount of \$1,375.00 to DIXON Engineering, Inc., for engineering services on the Delaware Ground Storage Reservoir Rehabilitation project.
- CA - 20** Consider motion to approve Payment #3 in the amount of \$597,513.62 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.
- CA - 21** Consider motion to approve Payment #3 in the amount of \$278,014.09 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
- CA - 22** Consider motion to approve Payment #1 in the amount of \$12,436.75 to FOX Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.
- CA - 23** Consider motion to approve Payment #1 in the amount of \$521,305.50 to Granite Excavating for construction services on the S. Ankeny Blvd Transmission Blvd project.
- CA - 24** Consider motion to approve Payment #5 in the amount of \$71,575.30 to Grimes Asphalt and Paving Corporation, for construction services on the SE Delaware Ave HMA Widening project.
- CA - 25** Consider motion to approve Payment #19 in the amount of \$25,003.95 to HR Green, Inc., for construction administration and construction inspection services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
- CA - 26** Consider motion to approve Payment #7 in the amount of \$1068.75 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.

- CA - 27** Consider motion to approve Payment #14 in the amount of \$39,874.11 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
- CA - 28** Consider motion to approve Payment #10 in the amount of \$4,132.50 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.
- CA - 29** Consider motion to approve Payment #2 in the amount of \$129,995.15 to On Track Construction, LLC for construction services on the NW Northlawn Area Utility Improvements - Phase 2.
- CA - 30** Consider motion to approve Payment #1 in the amount of \$40,000 to Romtech Companies for construction services on the restroom facility at the Midway Park.
- CA - 31** Consider motion to approve Payment #1 in the amount of \$60,000 to Romtech Companies for construction services on the restroom facility at the Rally Complex.
- CA - 32** Consider motion to approve Payment #2 in the amount of \$159,011.47 to TK Concrete, Inc., for construction services on the 2023 PCC Street Patching Program project.
- CA - 33** Consider motion to approve the June 19, 2023 Accounts Payable.
- CA - 34** Consider motion to approve the generator maintenance services contract with Cummins Inc., of Des Moines, Iowa, and authorize the Mayor to sign Letter of Agreement.

- **Personnel Items**

- CA - 35** Consider motion to accept the Civil Service Commission certified lists for appointment to: Police Officer, Police Sergeant, and Utilities Operator III, subject to passing any further departmental requirements.

- **Community Development Items**

- CA - 36** Consider motion to adopt **RESOLUTION** accepting a public sidewalk easement associated with the development of Lot 3, The District at Prairie Trail Plat 13.
- CA - 37** Consider motion to adopt **RESOLUTION** accepting a public sidewalk easement associated with the development of Lot 2, The District at Prairie Trail Plat 5.
- CA - 38** Consider motion to adopt **RESOLUTION** accepting a public sanitary sewer easement associated with the development of Outlot R, Vintage Business Park at Prairie Trail Plat 13.
- CA - 39** Consider motion to adopt **RESOLUTION** accepting a public water main easement associated with the development of Lot 7 and Outlot R, Vintage Business Park at Prairie Trail Plat 13.
- CA - 40** Consider motion to adopt **RESOLUTION** accepting a public sanitary sewer easement associated with the development of Lot 1, Vintage Business Park at Prairie Trail Plat 11.

- **Engineering Items**

- CA - 41** **2022 Native Vegetation Maintenance:** Consider motion to approve: a) Final Change Order #5 decreasing the contract amount by \$1,340.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with RedBud LLC in the amount of \$37,385.00; and d) Final Payment #7 in the amount of \$3,172.05 / Release of Retainage in the amount of \$1,869.25.

- CA - 42** Consider motion to adopt **RESOLUTION** accepting public improvements for utilities (Sanitary Sewer) in Four Mile Distribution Center South.
- CA - 43** Consider motion to adopt **RESOLUTION** accepting public improvements for paving in Four Mile Distribution Center South.
- CA - 44** Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in Heritage Park at Prairie Trail Plat 3.
- CA - 45** Consider motion to adopt **RESOLUTION** accepting public improvements for paving in Heritage Park at Prairie Trail Plat 3.
- CA - 46** Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in The District at Prairie Trail Plat 12.
- CA - 47** Consider motion to adopt **RESOLUTION** accepting public improvements for paving in The District at Prairie Trail Plat 12.

- **Capital Improvement Projects**

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

- **Administrative Items**

- CA - 51** Consider motion to allow waiver of the requirements of Ankeny Municipal Code Section 142.02(E)10 in lieu of a Hold Harmless Agreement for Kuhn's Bakery during SummerFest.
- CA - 52** Consider a motion to adopt a **RESOLUTION** setting a public hearing on amending the code of ordinances of the City of Ankeny, Iowa, by creating Chapter 78 – Provisions pertaining to operation of golf carts on City streets (date of hrg: 7/17/2023 @ 5:30 p.m.)
- CA - 53** Consider motion to approve the renewal of the general insurance policy with Iowa Communities Assurance Pool (ICAP) for the policy year July 16, 2023 through July 15, 2024, with a premium amount of \$535,103.
- CA - 54** Consider motion to approve the renewal of the crime and cyber policy with Travelers Casualty and Surety Company for the policy year July 16, 2023 through July 15, 2024, with a premium amount of \$61,250.
- CA - 55** Consider motion to approve the renewal of the workers' compensation policy with Iowa Municipalities Workers' Compensation Association (IMWCA) for the policy year July 1, 2023 through June 30, 2024, with a premium amount of \$438,716.
- CA - 56** Consider motion to adopt **RESOLUTION** approving to pay the remaining Joint Public Service Agreement debt service payments to Polk County.
- CA - 57** Consider motion to approve agreement for crossing guard services for the 2023-

2024 school year between the City of Ankeny, the Ankeny Community School District and All City Management Services, Inc.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-57

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-57, excluding CA-34.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Boards/Commissions Appointments:**

1. Consider Mayor's appointments to Boards and Commissions as follows:

Library Board of Trustees

Appointments to 4-year term: 7/01/2023 through 6/30/2027

- Fred Schuster
- Amber Sommerfeld
- Nancy Medema

Economic Development Council

Reappointments to 3-year term: 7/01/2023 through 6/30/2026

- Amy Wiederin
- David Kinsley

Action# H1-1.

Consider motion to approve Mayor's appointments to expiring Board and Commission Member seats as presented.

- **Approval of Ordinances:**

1. Ord 2144 An Ordinance vacating a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres (+/-).

Action# H1-1. Consider motion to accept second consideration of ORDINANCE 2144.

Action# H1-2. Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2144, sending it on its final passage and publication as required by law.

Action# H1-3. Consider motion to adopt RESOLUTION authorizing the sale of real estate vacated by the City of Ankeny to Legacy Housby, LLC. Legacy Cutler, LLC and Legacy Reichardt, LLC.

2. Ord 2145 An Ordinance amending Chapter 69 Parking Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 69.04 Angle Parking, Section 69.10 No Parking on North and East Sides of Streets, and Section 69.11 No Parking on Both Sides.

Action# H2-1. Consider motion to accept second consideration of ORDINANCE 2145.

3. Ord 2146 An Ordinance amending Chapter 75 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to allow operation of Utility Task Vehicles (UTVs) within city limits and on city streets. (PH 2023-40)

Action# H3-1. Consider motion to accept or not accept the first consideration of ORDINANCE 2146.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed Lease Agreement for the Property at 1520 SW Ordinance Road between the Friends of the Arts, DBA, Ankeny Art Center and the City of Ankeny, Iowa. (PH 2023-41)

Action# J1-1. Consider motion to adopt RESOLUTION approving Lease Agreement by and between the City of Ankeny and the Ankeny Friends of the Arts, DBA Ankeny Art Center.

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

City Manager
City Attorney

- **Report of the Governing Body:**

Mayor

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

- **Future Council Agenda Items:**

- ***Public Hearing - SE Oralabor Road & Convenience Blvd/Creekview Dr Traffic Signal Replacement - 7/3/23 @ 5:30 p.m.***
- ***Public Hearing - Uptown Parking Improvements - 7/3/23 @ 5:30 p.m.***
- ***Public Hearing - Westwinds, Plat 9, Storm Sewer Extension Project - 7/3/23 @ 5:30 p.m.***
- ***Public Hearing - Golf Cart Ordinance - 7/17/23 @ 5:30 p.m.***

L. ADJOURNMENT

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

Following adjournment of the Executive Session, Council may take action on any matter discussed during the Executive Session.

Action# L1-1.

Consider motion to go into Executive Session, pursuant to the provisions of Iowa Code Section 21.5, subparagraph (j) “to discuss the purchase or sale of particular real estate only where the premature disclosure could be reasonably expected to increase the price

the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property”.

2. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

Meeting ID: 973 1299 2966
Passcode: 1234

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:
Click to download
No Attachments Available



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City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the June 19, 2023 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the June 19, 2023 agenda, with or without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2023-40: Proposed Ordinance amending Chapter 75 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to allow operation of Utility Task Vehicles (UTVs) within city limits and on city streets.

EXECUTIVE SUMMARY:
In July 2022 the State of Iowa amended State Code chapters 321I and 321G allowing operation of all-terrain vehicles (ATVs) and UTVs to be operated on county roadways. Provisions were also included in those legislative changes that would permit municipalities, such as a city, to allow for the operation of UTVs within city limits if conditions of the State Code are met. Prior to and after enactment of these state legislative changes in 2022, the City of Ankeny has not allowed the use of ATVs or UTVs on streets and roadways within the city limits.

City Council have received requests from community members to consider changing Chapter 75 of the Ankeny Municipal Code - All Terrain Vehicles and Snowmobiles - to allow operation of UTVs on city streets. Presentations were provided to the Council on February 6, 2023, April 3, 2023, and May 15, 2023 regarding UTVs and proposed recommendations by City staff.

Staff concerns that were raised included:

1. Safety – Traffic related safety issues are the number one complaint that the City receives every year
2. Negative Impact on Quality of Life – No municipality in the Des Moines metro, aside from exurb communities such as Van Meter, Mitchellville, etc., allow the use of UTVs on their streets and roadways
3. Enforcement - UTVs are not regulated under the State’s Motor Vehicle Code, but under DNR Statutes and regulations – a whole new body of law that officers would be required to be trained in and enforce

As directed during said meetings, changes requested by City Council have been incorporated into a draft ordinance and are included for the June 19, 2023 public hearing.

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends the Council consider the proposed Ordinance.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Discussion on UTVs occurred at City Council Action Planning Sessions on February 6, 2023, April 3, 2023, and May 15, 2023.

PUBLIC OUTREACH EFFORTS:

A public Hearing is being held at the June 19, 2023 City Council meeting.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-40.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Proposed UTV Ordinance



PUBLIC HEARING 2023-40

5:30 P.M.

JUNE 19, 2023

PROPOSED ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO ALL-TERRAIN VEHICLES AND SNOWMOBILES

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2146, amending Chapter 75 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions to allow operation of Utility Task Vehicles (UTVs) within city limits and city streets.

Notice of this hearing was published in the Des Moines Register on the 9th day of June, 2023.

Mayor:

"Has any written correspondence been received regarding this proposed ordinance"?

City Clerk:

None in the clerk's office.

Mayor:

"At this time, I would like to request Brandt Johnson, Assistant to the City Manager, provide a report to the Council on this proposed ordinance."

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2023-40.

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

ORDINANCE NO. XXXXX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO ALL-TERRAIN VEHICLES AND SNOWMOBILES

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION 1. SECTION MODIFIED: That Chapter 75 **ALL-TERRAIN VEHICLES AND SNOWMOBILES** of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

CHAPTER 75 ALL-TERRAIN VEHICLES AND SNOWMOBILES

75.01 Purpose	75.08 Hours of Operation
75.02 Effective Dates and Termination	75.09 Negligence
75.03 Definitions	75.10 Accident Reports
75.04 General Regulations	75.11 Exemptions
75.05 Places of Operation	75.12 Penalty
75.06 Requirements for UTVs	75.13 Limitation of Liability of City and Adjoining Owners
75.07 Violation of a Stop Signal	

75.01 PURPOSE. The purpose of this chapter is to regulate the operation of all-terrain vehicles, snowmobiles and off-road utility vehicles within the City.

75.02 EFFECTIVE DATES AND TERMINATION. This chapter shall only remain in effect from the effective date of passage, pursuant to Iowa Code 380.6, for a period of twenty-four (24) months after said date.

75.03 DEFINITIONS. For use in this chapter the following terms are defined:

1. “All-terrain vehicle” or “ATV” means a motorized vehicle, with not less than three and not more than six non-highway tires, that is limited in engine displacement to less than 1,000 cubic centimeters and in total dry weight to less than 1,200 pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.

(Code of Iowa, Sec. 321I.1)

2. “Off-road motorcycle” means a two-wheeled motor vehicle that has a seat or saddle designed to be straddled by the operator and handlebars for steering control and that is intended by the manufacturer for use on natural terrain. “Off-road motorcycle” includes a motorcycle that was originally issued a certificate of title and registered for highway use under Chapter 321 of the *Code of Iowa*, but which contains design features that enable operation over natural terrain.

An operator of an off-road motorcycle is also subject to the provisions of this chapter governing the operation of all-terrain vehicles.

(Code of Iowa, Sec. 321I.1)

3. “Off-road utility vehicle” or “UTV” means a motorized vehicle, with not less than four and not more than eight low pressure tires, that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control. “Off-road utility vehicle” does not include dune buggies, golf carts, go carts, low-speed vehicles, mini trucks, or tracked vehicles. “Off-road utility vehicle” includes the following vehicles:
 - a. “Off-road utility vehicle – Type 1” includes vehicles with a total dry weight of 1,200 pounds or less and a width of 50 inches or less.
 - b. “Off-road utility vehicle – Type 2” includes vehicles, other than type 1 vehicles, with a total dry weight of 2,000 pounds or less and a width of 65 inches or less.
 - c. “Off-road utility vehicle – Type 3” includes vehicles with a total dry weight of more than 2,000 pounds or a width of more than 65 inches, or both.

(Code of Iowa, Sec. 321G.1)

4. “Operate” means to ride in or on, other than as a passenger, use, or control the operation of an ATV, snowmobile or UTV in any manner, whether or not the ATV, snowmobile or UTV is moving.
5. “Operator” means a person who operates or is in actual physical control of an ATV, snowmobile or UTV.
6. “Person” means an individual, partnership, firm, corporation, association, any body of persons, whether incorporated or not, and the state, its agencies, and political subdivisions.
7. “Snowmobile” means a motorized vehicle that weighs less than 1,000 pounds, that uses sled-type runners or skis, endless belt-type tread with a width of 48 inches or less, or any combination of runners, skis, or tread, and is designed for travel on snow or ice. “Snowmobile” does not include an all-terrain vehicle that has been altered or equipped with runners, skis, belt-type tracks, or treads.

(Code of Iowa, Sec. 321G.1)

8. “Street or Highway” means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular travel, except in public areas in which the boundary shall be thirty-three (33) feet each side of the center line of the roadway.

75.04 GENERAL REGULATIONS. No person shall operate an ATV, snowmobile or UTV within the City in violation of the provisions of Chapter 321G or Chapter 321I of the Code of Iowa or rules established by the Natural Resource Commission of the Department of Natural Resources governing their registration, numbering, equipment and manner of operation.

75.05 PLACES OF OPERATION. The operators of ATVs, snowmobiles and UTVs shall comply with the following restrictions as to where ATVs, snowmobiles and UTVs may be operated within the City:

1. ATVs and snowmobiles shall be operated only upon streets which have not been plowed during the snow season and on such other streets as may be designated by resolution of the Council.

(Code of Iowa, Sec. 321G.9[4a])

2. Properly equipped UTVs may be operated upon any City roadway with a speed limit of 35 miles per hour or less.
3. The speed limit for UTVs shall be established at not greater than 35 miles per hour or the speed limit for motor vehicles, whichever is lower, on all segments of City roads.
4. Operators of ATVs, snowmobiles, and UTVs must adhere to all traffic and parking laws, codes, rules, and regulations, applicable to other motor vehicles, unless directed otherwise by this chapter.
5. Exceptions. ATVs, snowmobiles, and UTVs may be operated on prohibited streets only under the following circumstances:
 - a. Emergencies. ATVs, snowmobiles, and UTVs may be operated on any street in an emergency during the period of time when and at locations where snow upon the roadway renders travel by conventional motor vehicles impractical.

(Code of Iowa, Sec. 321G.9[4])

- b. Direct Crossing. ATVs, snowmobiles, and UTVs may make a direct crossing of a prohibited street provided all of the following occur:
 - 1) The crossing is made at an angle of approximately ninety degrees (90°) to the direction of the street and at a place where no obstruction prevents a quick and safe crossing;
 - 2) The ATV, snowmobile, or UTV is brought to a complete stop before crossing the street;
 - 3) The driver yields the right-of-way to all on-coming traffic which constitutes an immediate hazard; and
 - 4) In crossing a divided street, the crossing is made only at an intersection of such street with another street.

(Code of Iowa, Sec. 321G.9[2])

- c. Notwithstanding any prohibitions in this chapter, an ATV or UTV may be operated contrary to regulations prescribed in this chapter in a police designated emergency or by any recognized government employees involved in performing essential services for the City, by any duty law enforcement officers in accordance with the performance of their duties, or by construction or maintenance authorized by the City.
 - d. An ATV or UTV may be used to move snow from a driveway or parking lot.
 6. Railroad Right-of-way. ATVs, snowmobiles, and UTVs shall not be operated on an operating railroad right-of-way. An ATV, snowmobile, or UTV may be driven directly across a railroad right-of-way only at an established crossing and, notwithstanding any other provisions of law, may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic.

(Code of Iowa, Sec. 321G.13[1h])

7. Trails. ATVs and UTVs shall not be operated on snowmobile trails, and snowmobiles shall not be operated on ATV or UTV trails except where so designated.

(Code of Iowa, Sec. 321G.9[4f])

8. Parks and Other City Land. ATVs, snowmobiles and UTVs shall not be operated in any park, on any trail, on any playground, or upon any other City-owned property without the express permission of the City. Additionally, UTVs being lawfully operated may utilize City-owned driveways, lanes, and parking lots but may not be parked on any primary road extension. A snowmobile shall not be operated on any City land without a snow cover of at least one-tenth (1/10) of one inch.
9. Paved Surfaces. ATVs and UTVs shall be operated on paved surfaces only, unless yielding the right-of-way.
10. Single File. All ATV and UTV operators shall ride single file.
11. Street Etiquette. All ATV and UTV operators shall ride on the righthand side of the paved portion of the street or highway, unless making a left turn. Operation on the gravel shoulders, grassy in-slope, ditches, or other street or highway right-of-way is prohibited, unless yielding right-of-way.
12. Sidewalk or Parking. ATVs, snowmobiles, and UTVs shall not be operated upon the public sidewalk, trail or that portion of the street located between the curblin and the sidewalk or property line commonly referred to as "the parking" except for purposes of crossing the same to a public street upon which operation is authorized by this chapter.
13. Private Property. ATVs, snowmobiles, and UTVs shall not be operated upon private property without the consent of the owner or occupier thereof.
14. Public Ice. ATVs, snowmobiles, and UTVs may not be operated upon any frozen creeks, streams, ponds, lakes or other waterway within City limits.
15. Waterways. ATVs, snowmobiles and UTVs may not be operated in any creek, stream, river, or other waterway—nor in any portion of a creek bed, stream bed, or riverbed within city limits.

75.06 REQUIREMENTS FOR UTVs. Operators of UTVs must adhere to the following equipment requirements and restrictions while operating UTVs within the City limits:

1. Operators of UTVs within City limits must be 18 years of age or older and possess a valid driver's license.
2. A person shall not operate a UTV within the City limits unless the operator has proof of insurance complying with that required of an operator of a motor vehicle pursuant to applicable provisions of the Iowa Code, Rules and Regulations, including but not limited to Iowa Code §§ 321.20B and 321A.21.
3. Owners of UTVs operated within City limits shall register their UTV with the Iowa Department of Natural Resources, and proof of such registration shall be displayed and provided, upon request, to any peace officer requesting it. Out-of-state UTV operators must display and provide appropriate proof of registration from their home state upon request by any peace officer.
4. A person shall not operate a UTV on any road, street, highway or interstate prohibited by the State of Iowa.
5. Operators of UTVs must adhere to noise restrictions set forth under Ankeny Code Chapter 44, Noise Control.
6. UTVs must display lighted headlamps and taillamps at all times while the vehicle is operated on City streets or highways.

7. UTVs must be equipped with:
 - a. Operational turn signal lamps with a manually operated switch controlled by the driver.
 - b. Properly operating speedometer and odometer calibrated in miles per hour and miles respectively and shall be fully illuminated when the headlamp(s) are activated.
 - c. Operational horn with a switch controlled by the driver.
 - d. Operational and adequate brakes to stop and hold the UTV in a stopped position.
 - e. Two operational headlamps and taillamps must be affixed to each side on the front and back of the UTV. Taillamps shall be red and include a stop lamp actuated by pressing the brake pedal. The use of light bars, spotlights, or decorative lights is not permitted while the UTV is being operated on City streets or highways.
 - f. Rear-facing mirror providing the operator with a clear view of the rear.
 - g. Department of Transportation rated tires which shall display the proper markings on the sidewall of the tire.
 - h. A system of seat belts, or a similar system, for restraining each occupant of the vehicle in the event of an accident.
 - i. A system of structural members designed to reduce the likelihood than an occupant would be crushed as the result of a rollover of the vehicle.
 - j. A muffler that shall limit engine noise to not more than 86 decibels, as measured on the "A" scale of the American National Standards Institute (ANSI), incorporated, publications S1.4-1961, general purpose sound level meters, at a distance of 50 feet.
8. All occupants, except as noted below, must wear safety belts or safety harnesses which meet the definition of a safety belt or safety harness set forth by Iowa Code § 321.445 while the UTV is in motion.
 - a. Children under one year old and weighing less than 20 pounds must be secured in a rear-facing child restraint system while the UTV is motion.
 - b. Children ages one to six years must be secured in a child restraint system (safety seat or booster seat) while the UTV is in motion.
 - 1) A child restraint system is a specially designed seating system, including a belt positioning seat or booster seat which meets federal motor vehicle safety standards. The child restraint system must be used in accordance with the manufacturer's instructions, the child must be secured in the child restraint, and the child restraint must be properly secured to the UTV.
 - c. No animals will be transported in the cargo portion, bed or attached trailer of a UTV unless they are contained within an enclosure secured to the UTV.
9. No seat shall be used by more than one person at a time.
10. No person may ride on the lap of another.
11. The number of passengers in a UTV shall not exceed the number of factory-installed seats in the UTV.
12. No cargo, materials, supplies, or other items may be transported on UTVs without being properly restrained.

13. UTV operators shall not allow any person in the cargo portion, bed or on an attached trailer while the UTV is being operated.
14. UTV doors or nets must be closed during operation if so equipped.
15. UTV operators shall not operate a UTV equipped with metal studded tires and/or tire chains on or alongside any City street or highway.
16. No open containers of alcohol shall be allowed while the UTV is being operated.
17. Drivers may not operate a UTV under the influence of intoxicating liquor or narcotics or habit-forming drugs as prescribed under Iowa Code Chapter 321J.
18. No UTV will be operated in a careless or reckless manner so as to: endanger any person; cause injury or damage to person or property; create unnecessary skidding or sliding; or cause a wheel or wheels to lose traction or contact with the ground.

75.07 VIOLATION OF A STOP SIGNAL. A person, after having received a visual or audible signal from a peace officer to come to a stop, shall not operate an ATV, snowmobile or UTV in willful or wanton disregard of the signal or interfere with or endanger the officer or any other person or vehicle, or increase speed or attempt to flee or elude the officer.

75.08 HOURS OF OPERATION. No snowmobile shall be operated in the City between the hours of 10:00 p.m. and 9:00 a.m. within 150 feet of any dwelling house without the consent of the occupants of said dwelling, except for emergency situations or for loading and unloading from a transport trailer.

75.09 NEGLIGENCE. The owner and operator of an ATV, snowmobile, or UTV shall be liable for any injury or damage occasioned by the negligent operation of the ATV, snowmobile, or UTV.

(Code of Iowa, Sec. 321G.18)

75.10 ACCIDENT REPORTS. Whenever any ATV, snowmobile or UTV is involved in an accident resulting in injury or death to anyone or property damage amounting to \$200 or more, either the owner, operator or someone acting on their behalf shall immediately notify a law enforcement officer and shall file an accident report within 48 hours in accordance with state law.

75.11 EXEMPTIONS. ATVs, snowmobiles, and UTVs owned by a government agency or subdivision thereof, and used in an official capacity, and UTVs used exclusively to conduct agricultural purposes in accordance with Iowa Code § 321.234A.1[a] are exempt from registration and the requirements of this chapter.

75.12 PENALTY. All violations of any provision(s) of Chapter 75 are hereby declared simple misdemeanors punishable by a fine of at least \$100 plus surcharge and court costs and/or municipal infractions punishable by a penalty as listed in Chapter 4 of this Code of Ordinances. Violations may be charged as either a misdemeanor criminal offense or a municipal infraction at the sole discretion of the peace officer.

75.13 LIMITATION OF LIABILITY OF CITY AND ADJOINING OWNERS. The city and the owners or tenants of property adjoining public lands or right-of-way of a public street or roadway and their agents and employees owe no duty of care to keep public lands, ditches, or land contiguous to a street or roadway under the control of the city safe for entry or use by persons operating an ATV, snowmobile or UTV, or to give any warning of a dangerous condition, use, structure, or activity on the premises to persons entering for such purposes, except in the case of willful or malicious failure to guard or warn against a dangerous condition, use, structure, or activity. This section does not create a duty of care or grounds for liability on behalf of the city, or owners or tenants of property adjoining public lands or the right-of-way of public street or roadways and their agents and employees for injury to persons or property in the operation of an ATV, snowmobile or UTV in a ditch or on land contiguous to a street or roadway under the control

of the city. The city, and the owners or tenants of property adjoining public lands or the right-of-way of a public street or roadway and their agents and employees are not liable for the operation of an ATV, snowmobile or UTV.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____, 20____.

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2023-41: Proposed Lease Agreement for the Property at 1520 SW Ordinance Road between the Friends of the Arts, DBA, Ankeny Art Center and the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:
The Ankeny Art Center has leased the facility located at 1520 Ordinance Road from the City since 2002, after the Community Service and Community Development Departments vacated the former Public Services Building. The lease approved in 2002 has remained unchanged since its adoption, and expired on the 28th day of February, 2007. Although the contract has long since been expired, the parties have abided by the same terms and conditions of the original contract.

The parties now desire an opportunity to create a new Lease Agreement for the property, along with new terms and conditions. In general, here are the notable deal points of the proposed Lease Agreement:

Section 2: Term of the Agreement is 10 years, with a six-month termination clause;

Section 3: Eighteen months before the Agreement expires, the City will conduct an RFP process to provide the City Council at that time with an opportunity to discuss and review potential future use and/or redevelopment opportunities for the property. The contract calls for the RFP process to select a proposal that is in the "best interest of the City";

Section 4: Monthly rental rate remains at \$500 for the first year, increases to \$750 for years two through five, and increases to \$1,000 for years six through ten;

Section 5: Acknowledges repairs made to the roof by the Art Center and reimbursement for work that extended the expected life of the roof for an additional 15 years. The City's reimbursement to the Art Center is \$16,593 and payable within 30 days from the approval of the Agreement;

Section 8: Documents existing practices for maintenance including the mowing of the grass, and snow removal from the facility's parking lot by the City.

Sections 12 and 14: Increases insurance minimums.

Section 19: Similar to Section 3, notes no renewal option is contemplated because the City intends to complete an RFP process for the City. This does not preclude the Art Center from submitting their own proposal for the facility as an interested party.

Because this proposed lease agreement extends beyond three years, a public hearing is required under Section 364.7 of the Iowa Code.

FISCAL IMPACT: Yes

Approval of this Lease Agreement contemplates monthly rental rates that increase over the duration of the term, and is expected to total \$102,000 in revenue. The revenue received will help offset expenses the City will incur as a result of the terms of the Agreement including a one-time expense associated with the repair of the roof (\$16,593), as well as ongoing mowing and trimming, and snow removal maintenance.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council take the following action:

1. Hold a hearing on the proposed Lease Agreement between the City of Ankeny and Friends of the Arts, DBA, Ankeny Art Center; and

2. Approve Resolution, approving Lease Agreement for the Property at 1520 SW Ordinance Road between the Friends of the Arts, DBA, Ankeny Art Center and the City of Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Resolution 2002-46; Resolution 2002-70; Resolution 2023-XX

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-41.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution
 Lease Agreement
 Agreement Exhibit A
 Map - 1520 SW Ordinance Road



PUBLIC HEARING 2023-41

5:30 P.M.

JUNE 19, 2023

PROPOSED LEASE AGREEMENT FOR PROPERTY LOCATED AT 1520 SW ORDNANCE ROAD AND AUTHORIZING THE EXECUTION OF SAID PROPERTY LEASE

Mayor:

This is the time and place for a public hearing on the matter of the proposed lease agreement between the City of Ankeny and the Ankeny Friends of the Arts, DBA Ankeny Art Center for property located at 1520 SW Ordinance Road and authorizing the execution of said property lease.

Notice of this hearing was published in the Des Moines Register on the 9th day of June, 2023.

Mayor:

"Has any written correspondence been received regarding this proposed agreement"?

City Clerk:

None in the clerk's office.

Mayor:

"At this time, I would like to request Mike Schrock, Assistant City Manager, provide a report to the Council on this proposed agreement."

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2023-41.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING LEASE AGREEMENT BY AND BETWEEN
CITY OF ANKENY AND ANKENY FRIENDS OF THE ARTS DBA
ANKENY ART CENTER**

WHEREAS, the City of Ankeny owns certain property located at 1520 SW Ordinance Road, Ankeny (the “Property”); and

WHEREAS, the Property is located within the Urban Renewal Area established by Urban Renewal Plan for Economic Development and Blight originally adopted by Resolution No. 62-89 on April 17, 1989 (the “Urban Renewal Plan”), and which Plan has been amended subsequently several times, most recently by Resolution 2021-374, on October 4, 2021; and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to lease property within an Urban Renewal Area and to take other actions as may be necessary to carry out the purposes of said Chapters; and

WHEREAS, the City of Ankeny desires to lease to Ankeny Friends of the Arts, doing business as Ankeny Art Center, and Ankeny Friends of the Arts desires to lease from the City of Ankeny, the Property for use as an art center; and

WHEREAS, the City of Ankeny and Ankeny Friends of the Arts desire to enter into the Lease Agreement attached hereto as Exhibit “A” (the “Agreement”) regarding the Property; and

WHEREAS, after due notice and hearing as provided by law, the City Council of the City of Ankeny has deemed it reasonable and appropriate to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Lease Agreement by and between the City of Ankeny and Ankeny Friends of the Arts, doing business as Ankeny Art Center, is hereby approved.

BE IT FURTHER RESOLVED, that the performance by the City of Ankeny of its obligations under the Agreement, including but not limited to leasing the Property to Ankeny Friends of the Arts doing business as Ankeny Art Center, by and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and Urban Renewal Law.

BE IT FURTHER RESOLVED, that the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and that the Mayor and City Clerk be and are hereby authorized, empowered and directed to execute, attest, seal, and deliver the Agreement for and on behalf of the City of Ankeny in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED, the 19th day of June 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

Lease Agreement

THIS AGREEMENT, made this the ____ day of _____, 2023, by and between the City of Ankeny, Iowa, a Municipal Corporation, hereinafter referred to as “Lessor”, and the Ankeny Friends of the Arts, doing business as, Ankeny Art Center, hereinafter referred to as “Lessee”, as follows:

WITNESSETH, that the Lessor hereby leases to the Lessee the premises described more particularly in Paragraph 1 hereof, which property is located in the City of Ankeny, County of Polk, State of Iowa, at 1520 SW Ordinance Road, in said City.

1. Description of Premises. The description of the leased premises is as follows:

See Exhibit “A”

2. Term and Termination. The term of this Lease shall commence on the first (1st) day of July, 2023 and shall terminate on the thirtieth (30th) of June, 2033. It is further agreed between the parties that the Lease may be terminated during the term of this Lease by either party upon the giving of written notice no less than six (6) month in advance of such termination.
3. Contemplation of Facility Disposal and Redevelopment. The Parties acknowledge that the Lessor shall complete a request for proposal process approximately eighteen (18) months prior to the termination of this Lease. This process is expected to result in the Lessor receiving proposals that will be used to evaluate and determine the highest and best use of the premises and in the best interest for the City of Ankeny. The final determination will be made by the City Council of the City of Ankeny. The evaluation is expected to take into consideration the continued lease of the premises to a suitable user with monthly payments received that are closer to market rate, disposal of the premises through the sale to the highest bidder, or disposal of the premises to a qualified bidder that submits an acceptable redevelopment plan. The Lessee agrees to permit the Lessor to coordinate access to the premises, during normal business hours, for the purpose of documenting existing conditions, tours, engineering evaluations, and other activities that facilitate the completion of the request for proposal process. The Lessor will coordinate these activities in a manner that will not disrupt business activities of the Lessee.
4. Rental Amount. Lessee agrees to pay to the Lessor, at Lessor’s office in the City of Ankeny, Iowa, in lawful money of the United States, for the use of said premises, the monthly rent of Five Hundred Dollars (\$500) to be paid on the first (1st) day of each month during year one of this Lease. Monthly rent for years two through five (2-5) shall increase to Seven Hundred Fifty Dollars (\$750) payable on the first (1st) day of each month. Monthly rent for years six through ten (6-10) shall increase to One-Thousand Dollars (\$1,000) payable on the first (1st) day of each month.
5. One-Time Capital Expenditure Reimbursement. The Lessor acknowledges emergency roof repairs made by Lessee to protect the integrity of the premises, as well as additional value of

the work that provided an extend warranty of fifteen (15) years. This work occurred on November 5, 2021 and April 28, 2022. Lessor is willing to participate in a one-time cost sharing arrangement for the work and agrees to reimburse a portion of the roof repair costs, in the amount of \$16,593. Reimbursement shall occur thirty (30) days after both parties have executed the Agreement.

6. Use of Premises. Lessee shall use premises as an art center. In addition, Lessee shall have the right to place art on the park property outside of the premises, which art shall be approved by the Ankeny City Council prior to its placement on the property.
7. Assignment. This Lease shall not be assigned, or any part thereof, without the written consent of the Lessor.
8. Maintenance.
 - a. Lessee accepts said property in its present condition. Lessee shall, after taking possession of said premises and until termination of this Lease and the actual removal of Lessee from the premises, at its own expense, care for and maintain said premises in a safe and serviceable condition. Lessee will furnish interior decorating. Lessee will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the Lessee, its agents or employees.
 - b. Without limiting the generality of the foregoing, the Lessee will make necessary repairs or replacements to all roof, structural, electrical, mechanical, and HVAC systems, and Lessee agrees to keep faucets closed so as to prevent waste of water and flooding of premises; to promptly take care of any leakage or stoppage in any of the water, gas, or waste pipes.
 - c. Lessee will be responsible for maintaining the sidewalks adjacent to the premises and shall keep the same free from ice, snow and other debris. Lessee shall further not allow trash of any kind to accumulate on said premises or on the sidewalks adjacent thereto.
 - d. Lessor will be responsible for mowing and trimming the park area outside of the premises, as well as the removal of snow, and placement of salt or sand in the parking lot that serves said premises.
9. Utilities and Services. Lessee, during the term of this Lease, shall pay, before delinquency, all charges for use of telephone, internet, gas, heat, solid waste removal and similar utility and services required to operate the premises. All other miscellaneous service charges, such as janitorial service and/or air conditioning equipment, shall be furnished at the sole expense of the Lessee.

10. Possession. Lessee shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Lessor at the time and at the close of this Lease term, except as herein otherwise expressly provided.
11. Surrender of Premises at End of Term. Lessee agrees that upon the termination of this Lease, it will surrender, yield up or deliver the demised premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time or damage without fault or liability of Lessee.
12. Insurance. Lessee will keep Lessor and Lessee's property interest in the premises, and its liability in regard thereto, and the personal property on the premises, insured against hazards and casualties; that is, fire, and those items usually covered by extended coverage. The Lessee will procure and deliver to the Lessor a certificate from its insurance company to this effect. Such insurance shall be made payable to the parties hereto, as their interest may appear, except that the Lessee's share of such insurance proceeds are hereby assigned and made payable to the Lessor to secure rent or other obligations then due and owing Lessor by Lessee. The Lessee shall keep said building insured at Lessee's expense against hazards and other casualties for a face amount of no less than Five Hundred Thousand Dollars (\$500,000).
13. Insurance Proceeds. In the event of a partial destruction of the premises, Lessee may settle and adjust any claim against any insurance company under the aforementioned policies of insurance for the premises, but said insurance money shall be paid to and held by the Lessor to be used in payment for costs of repairs or restoration of the damaged building. If destruction is total, Lessor shall settle and adjust any claim for loss to the building and may apply the proceeds as Lessor sees fit, in which event this Lease shall cease and terminate.
14. Indemnity and Liability Insurance. Except as to any negligence of the Lessor, arising out of roof and structural parts of the building, the Lessee will protect, indemnify and save harmless the Lessor from and against any and all loss, costs, damage and expenses occasioned by or arising out of any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the demised premises or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof, by the Lessee or any person claiming through or under such Lessee. Lessee shall carry and maintain during the entire term hereof at Lessee's sole cost and expense, broad form commercial liability insurance with limits of not less than Two Million Dollars (\$2,000,000). Lessor shall be named as an additional insured on said policy. Lessee shall provide Lessor 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 Term. Notice of cancellation for certificates or policies naming the Lessor shall be delivered to Lessor with no less than thirty (30) days' notice by Lessee. Lessee shall be responsible for insuring its own personal property, and the City shall have no responsibility for insuring the same.

Additionally, and not in contravention of any term of this Lease, the Lessee shall hold the Lessor harmless for damages or injuries which may be sustained by the Lessee from damage

caused by breakage, leakage obstruction of pipes, or from latent defects not known to the Lessor.

15. Mechanic's Liens. Neither the Lessee nor anyone claiming by, through or under the Lessee shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever upon the leased premises or upon any building or improvement thereof or upon the leasehold interest of the Lessee herein, and notice is hereby given that no contractor, subcontractor or anyone else who may furnish or agree to furnish any such material, service or labor.
16. Rights Cumulative. The various rights, powers, options, elections and remedies of wither party, provided in this Lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed wither party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
17. Notice and Demands. Notices as provide for in this Lease shall be given to the respective parties hereto at the respective addresses designated on page one of this Lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communications, such messages shall be considered given under the terms of this Lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United State mail and so deposited in a United States mail box.
18. Changes to be in Writing. None of the covenants, provisions, terms or conditions of this Lease to be kept or performed by Lessor or Lessee shall be in any manner modified, waived or abandoned, except be a written instrument duly signed be the parties and delivered to the Lessor and Lessee. This Lease contains the whole agreement of the parities.
19. Renewal Option. No renewal option is contemplated with this Lease. The Lessor intends to initiate a Request for Proposal process approximately eighteen (18) months prior to the termination of this Lease to determine the highest and best use of the premises. The Request for Proposal is intended take into consideration lease and purchase options for the premises from interested parties.
20. Construction. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number and as masculine, feminine, or gender neutral, according to context.
21. Subrogation. To the extent permitted by Lessor's insurance policies and so long as it shall not jeopardize the Lessor's rights to recover thereunder, Lessor waives any claims it might otherwise have against the Lessee for fire or other insured casualty, whether caused by Lessee's negligence or otherwise.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease in duplicate the day and year first above written.

LESSOR:

City of Ankeny, Iowa

By: _____

Mark E. Holm, Mayor

Attest:

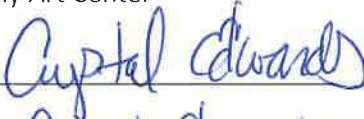
By: _____

Michelle Yuska, City Clerk

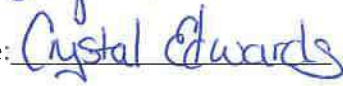
LESSEE:

Ankeny Friends of the Arts, DBA,
Ankeny Art Center

By: _____



Name: _____



Title: _____



EXHIBIT A

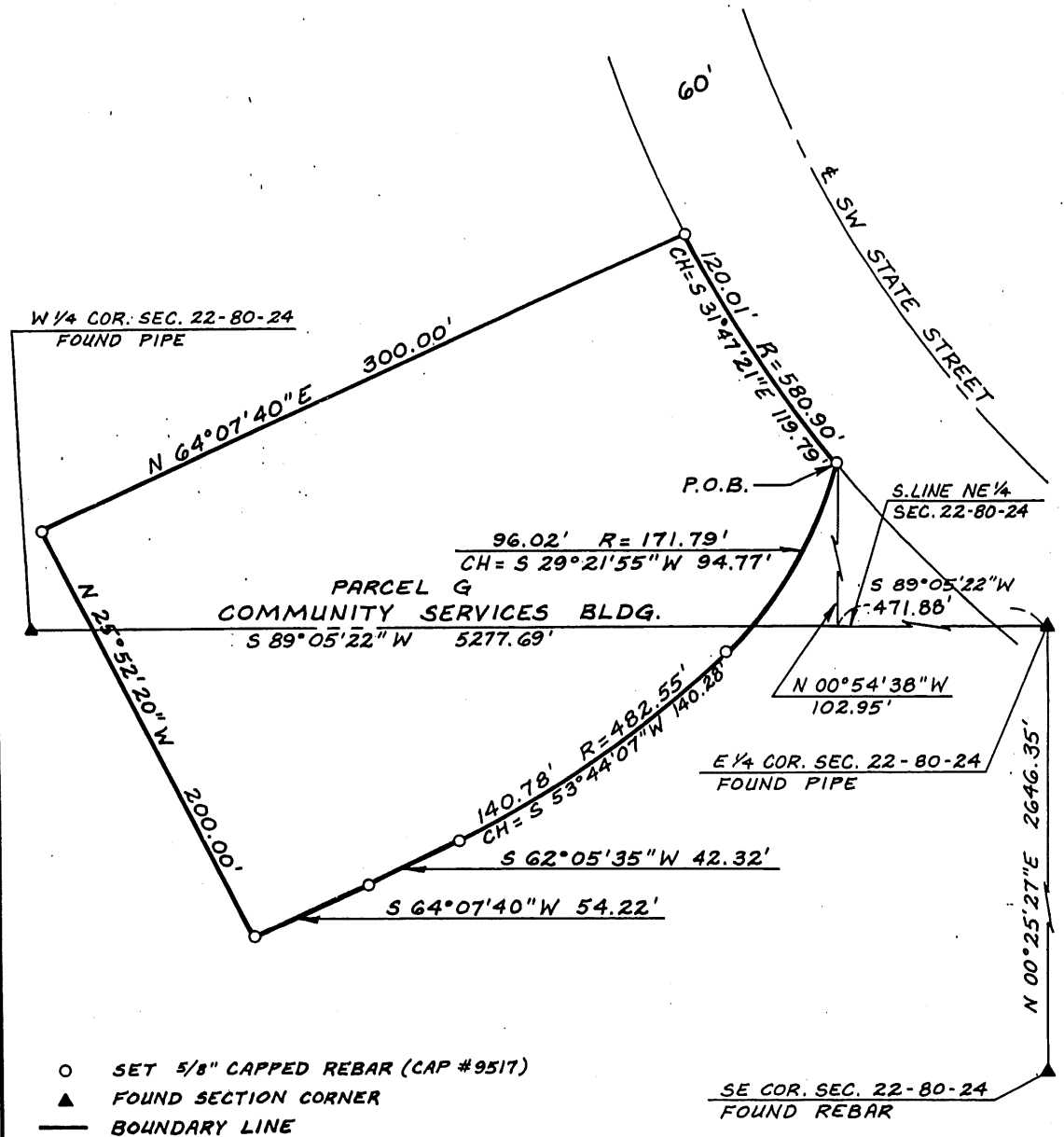
PARCEL G

A TRACT OF LAND LOCATED IN JOHN DEERE ACRES, AN OFFICIAL AUDITOR'S PLAT IN SECTION 22, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH P.M. ALL IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

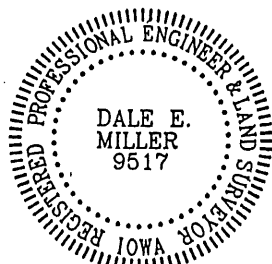
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 22, THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, ASSUMED TO BEAR SOUTH 89°05'22" WEST, A DISTANCE OF 471.88 FEET; THENCE NORTH 0°54'38" WEST, A DISTANCE OF 102.95 FEET TO THE POINT OF BEGINNING, WHICH IS A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST STATE STREET; THENCE SOUTHWESTERLY 96.02 FEET ALONG A 171.79 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THE CHORD FOR WHICH BEARS SOUTH 29°21'55" WEST AND HAS A LENGTH OF 94.77 FEET; THENCE CONTINUING SOUTHWESTERLY 140.78 FEET ALONG A 482.55 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THE CHORD FOR WHICH BEARS SOUTH 53°44'07" WEST AND HAS A LENGTH OF 140.28 FEET; THENCE SOUTH 62°05'35" WEST, A DISTANCE OF 42.32 FEET; THENCE SOUTH 64°07'40" WEST, A DISTANCE OF 54.22 FEET; THENCE NORTH 25°52'20" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 64°07'40" EAST, A DISTANCE OF 300.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST STATE STREET; THENCE ALONG THE RIGHT-OF-WAY LINE OF SAID SOUTHWEST STATE STREET SOUTHEASTERLY A DISTANCE OF 120.01 FEET ON A 580.90 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THE CHORD FOR WHICH BEARS SOUTH 31°47'21" EAST, AND HAS A LENGTH OF 119.79 FEET, TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 1.29 ACRES.

PROPERTY DESCRIBED SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

CORRECTION PLAT OF SURVEY



SURVEYOR'S NOTE: THIS PLAT SUPERSEDES
THE PLAT FILED ON 10-18-92 IN BOOK 6448 ON
PAGE 546. SEE AFFIDAVIT FOR CORRECTIONS.



I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE
REPRESENTATION OF THE LAND HEREIN DESCRIBED,
MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION,
AND THAT I AM A DULY REGISTERED LAND SURVEYOR
UNDER THE LAWS OF THE STATE OF IOWA.

Dale E. Miller DATE *5/6/94*
Dale E. Miller, P.E., L.S. I.A. REG No. 9517
My registration renewal date is December 31, 1995.



PLATE	DATE	TITLE
		PARCEL G COMM. SERVICES BLDG.
K.M.A. NO. B900534	PROJECT	SW STATE STREET

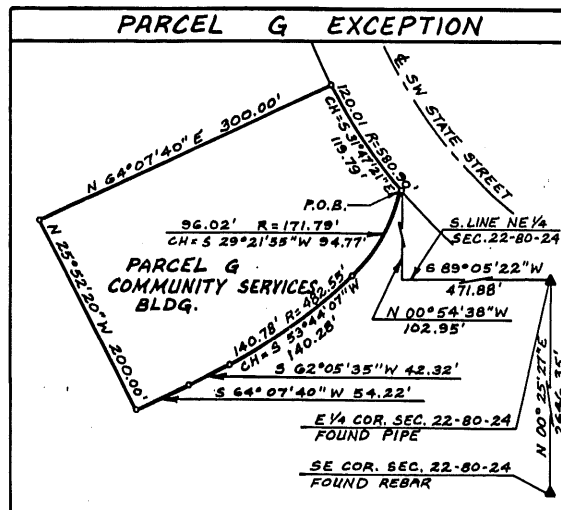


**KIRKHAM,
MICHAEL
AND ASSOCIATES** ARCHITECTS
ENGINEERS
PLANNERS

CORRECTION ACQUISITION PLAT

SURVEYOR'S NOTE: THIS PLAT SUPERSEDES
THE PLAT FILED ON 10-18-92 IN BOOK 6448 ON
PAGE 546. SEE AFFIDAVIT FOR CORRECTIONS.

- SET 5/8" CAPPED REBAR (CAP #9517)
- FOUND CORNER
- ▲ FOUND SECTION CORNER
- X— FENCE LINE
- BOUNDARY LINE

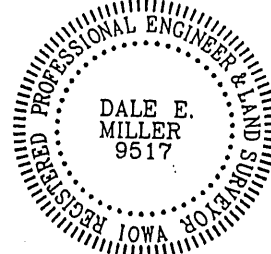


CURVE NO.	RADIUS	DELTA	LENGTH	CHORD
C1	2,954.79'	10° 36' 36"	547.16'	N 07°27'09"E 546.38'
C2	11,369.16'	00° 59' 01"	195.19'	N 12°15'56"E 195.19'
C3	460.90'	46° 37' 28"	375.06'	S 24°07'56"E 364.79'
C4	580.90'	61° 10' 23"	620.21'	S 31°24'23"E 591.17'
C5	691.20'	13° 02' 26"	157.32'	S 67°52'21"W 156.98'
C6	741.20'	08° 34' 43"	110.98'	S 65°38'29"W 110.87'



I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE
REPRESENTATION OF THE LAND HEREIN DESCRIBED,
MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION,
AND THAT I AM A DULY REGISTERED LAND SURVEYOR
UNDER THE LAWS OF THE STATE OF IOWA.

Dale E. Miller DATE 5/6/94
 Dale E. Miller, P.E., L.S. I.A. REG No. 9517
 My registration renewal date is December 31, 1995.

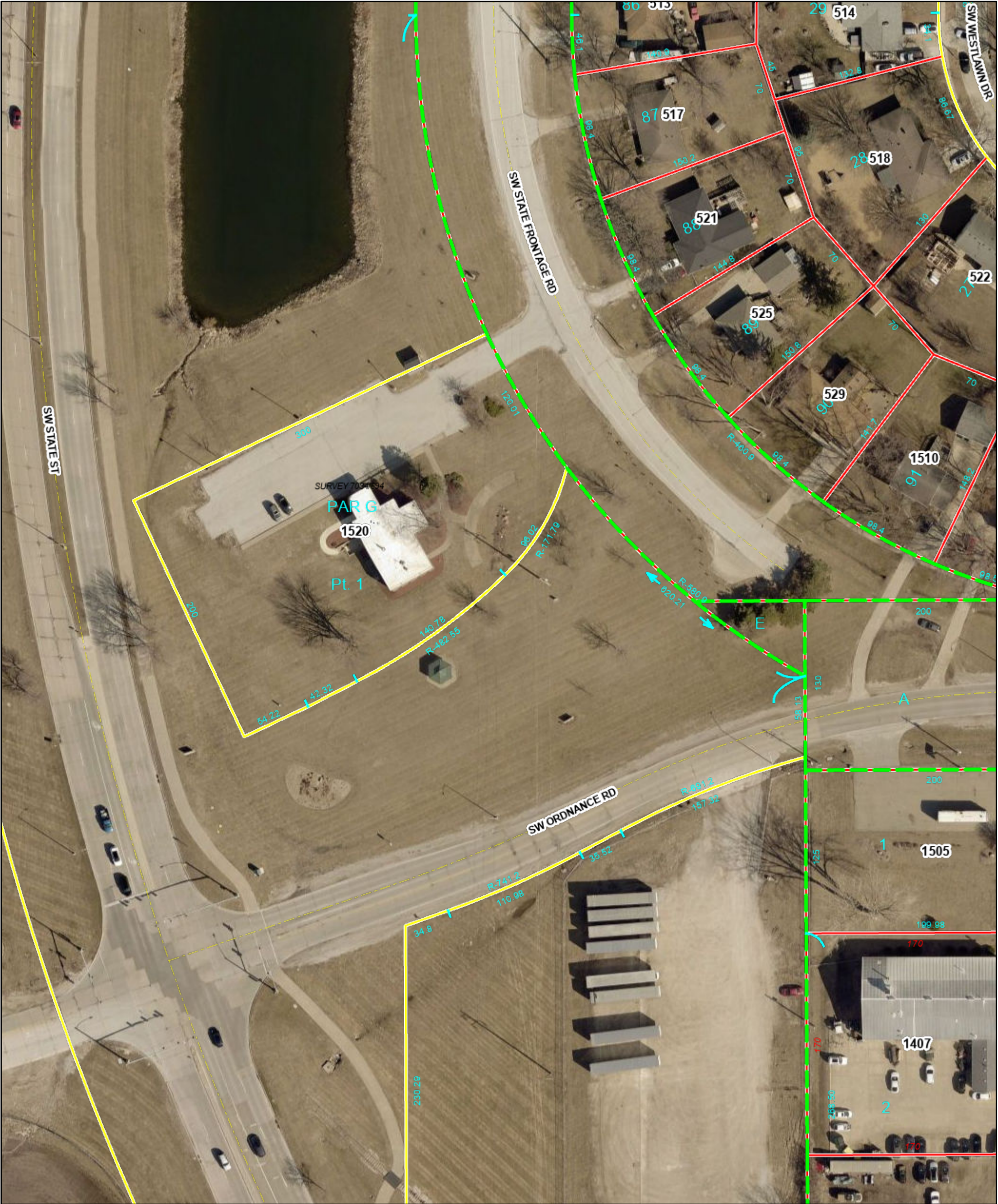


S 89°14'38" W 2635.45'
 S 1/4 COR. SEC. 22-80-24 FOUND 3/4" PIPE
 SE COR. SEC. 22-80-24 FOUND REBAR

PLATE	DATE	TITLE
		PARCEL F
K.M.A. NO.		PROJECT
B900534		SW STATE STREET

**KIRKHAM, ARCHITECTS
MICHAEL ENGINEERS
AND ASSOCIATES PLANNERS**

1520 SW Ordinance Rd. - Ankeny Art Center



6/15/2023, 2:12:08 PM

Street Labels

Road

Lot Lines

Parcel Line

Road Centerline

Road ROW

Sub Line

Cartography

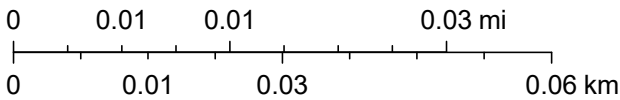
Lot Dim Carto 100

Polk County

Parcels

Address Number

1:1,128



Auditor's Office, Polk County, Iowa, Sources: Esri, TomTom, U.S. Department of Commerce, U.S. Census Bureau, Esri Community Maps Contributors, Des Moines Area Regional GIS, Iowa DNR, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of June 5, 2023, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Minutes

MINUTES OF THE ANKENY CITY COUNCIL

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

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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

PUBLIC FORUM

1. Renee Potts, Ankeny Community Network, presented information about the upcoming Juneteenth Festival on June 17, 2023.
2. Claude Berman, 2440 SE Summer Park Dr, Ankeny, presented information and requested a Cat Trap, Neuter and Release Program.
3. Scott Yegge, 1319 NE 45th St, Ankeny, spoke about landscaping at his residence that encroaches on City property. Mr. Yegge stated that he and his neighbors have been maintaining the property since 2016. He requested that Council consider a resolution.

APPROVAL OF AGENDA

1. Council Member Shafer moved, Bentz seconded, to approve and accept the June 5, 2023 agenda as presented. Ayes: 5.

PUBLIC HEARING

1. PH 2023-35. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2144 vacating a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1, Containing 1.90 acres (+/-). Notice of this hearing was published in the Des Moines Register on the 26th day of May, 2023.

Eric Jensen, Director of Community Development, reported that the City received a request to vacation a portion of public right-of-way located within Crosswinds Business Park Plat 1. The subject right-of-way was originally deeded to the City with the approval of Crosswinds Business Park Plat 1 in 2019. At the time, the right-of-way was deeded to the City with the anticipated extension of SE Crosswinds Drive, a recreational trail, and water main. As development in the area progressed, the alignment of future SE Crosswinds Drive was modified with the extension of SE Convenience Boulevard. The purpose of the requested vacation is to allow for adjustments to surrounding parcels. Only the westerly 54' of the right-of-way is being vacated while the easterly 30' is being retained by the City for the existing trail and water main.

Mayor Holm then asked for any public comment regarding the proposed vacation. Hearing no comments, Council Member Perry moved, Ruddy seconded, to close public hearing 2023-35. Ayes: 5.

2. PH 2023-36. Mayor Holm announced this is the time and place for a public hearing on the matter of annexation of certain territory owned by Hope K. Farms, LLC and Clayton Mitchell Living Trust, located adjacent to the southeast quadrant of the City of Ankeny. Layman's Description: Approximately 111.18 acres (+/-) of land adjacent to the southeast quadrant of Ankeny, generally located ¼-mile south of SE Oralabor Road/NE 78th Avenue and east of NE

Berwick Drive. 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 12th day of May, 2023.

Eric Jensen, Director of Community Development, reported that the City of Ankeny received a request for annexation of certain territory located adjacent to the City's southeastern boundary, generally located ¼-mile south of the intersection at SE Oralabor Road/NE 78th Avenue and NE Berwick Drive—and within two miles of the City of Altoona. The annexation territory consists of 140.40 total acres, including 111.18 acres (80.98%) which are owned by two property owners who consent to the annexation, 26.11 acres (19.02%) are owned by 12 non-consenting property owners whose land is included in the annexation to avoid the creation of islands and to provide for uniform boundaries, and 3.11 acres of public road right-of-way.

Mayor Holm then asked for any public comment regarding the proposed annexation. Alexandra Merschman, attorney for Andy Swanson, spoke in opposition of the annexation, citing negative impacts that would result for Mr. Swanson. Council Member Bentz moved, Stearns seconded, to close public hearing 2023-36. Ayes: 5.

3. PH 2023-37. 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 Delaware Ground Storage Reservoir Rehabilitation project. Notice of this hearing was published in the Des Moines Register on the 19th day of May, 2023.

Don Clark, Municipal Utilities Director, reported that the project includes abrasive blast cleaning of the reservoir exterior to a commercial standard with containment and the application of a four-coat zinc epoxy urethane fluoropolymer system, along with abrasive blast cleaning and application of a 2-coat epoxy system to the reservoir foundation, and the installation of an impressed current cathodic protection system and any associated coating repairs to the wet interior. Other repairs consist of the installation of a sidewall manway, gasket on the wet interior roof hatch, deflector bar on the fill/draw pipe, overflow discharge modification, sidewall platform with vandal guard, pressure vacuum vent, roof handrail with painter's rail and sample tap.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Shafer moved, Ruddy seconded, to close public hearing 2023-37. Ayes: 5.

4. PH 2023-38. 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 2023 Creekside Park Improvements project. Notice of this hearing was published in the Des Moines Register on the 19th day of May, 2023.

Nick Lenox, Parks and Recreation Director, reported that improvements include grading, installation of PCC paving, playground equipment with poured-in-place rubber surface, and permanent seeding. Other associated improvements include drinking fountain installation, open shelter structure (ADD ALT), erosion control, temporary traffic control, tree planting, and miscellaneous work necessary to complete the project.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Bentz moved, Stearns seconded, to close public hearing 2023-38. Ayes: 5.

5. PH 2023-39. Mayor Holm announced this is the time and place for a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023 by changing estimates of revenue and expenditure appropriations. There will be no increase in tax levies to be paid. Any increase in expenditures set out will be met from the increase of non-property tax revenues and cash balances not budgeted or considered in this current budget. Notice of this hearing was published in the Des Moines Register on the 22nd day of May 2023.

Jennifer Sease, Administrative Services Director, reported that the FY 2023 budget amendment includes the following changes: 1) Amended revenues include increases in hotel/motel taxes, utility franchise taxes and recreation program fees; and 2) Amended expenditures include increases related to acquisition of water territory, hotel/motel tax commitments, operation of Prairie Ridge Sports Complex soccer concessions, purchase and replacement of public safety equipment, refunds and vehicle and equipment repairs and maintenance.

Mayor Holm then asked for any public comment regarding the proposed amendment. Hearing no comments, Council Member Stearns moved, Ruddy seconded, to close public hearing 2023-39. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of May 15, 2023, as published.
2. Receive and file minutes of the Civil Service Commission meeting of May 8, 2023.
3. Receive and file minutes of the Human Rights Commission meeting of April 27, 2023.
4. Receive and file minutes of the Library Board of Trustee meeting of April 20, 2023.
5. Receive and file minutes of the Plan and Zoning Commission meeting of May 2, 2023.

Licenses and Permits

6. Issuance of Cigarette/Tobacco/Nicotine/Vapor Permits for July 1, 2023 - June 30, 2024.
7. Issuance of liquor licenses and beer/wine permits in the City of Ankeny.

Finance/Budget

8. Payment #3, \$20,142.70 to Civil Design Advantage for engineering services on the NW 36th St and NW Weigel Dr HMA Resurfacing project.
9. Payment #13, \$2,580.57 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
10. Payment #2, \$71,489.33 to Foth Infrastructure and Environment, LLC for engineering services on the NW State St Extension project.
11. Payment #25, \$8,492.15 to FOX Strand, for engineering services on the Ankeny ASR project.
12. Payment #10, \$13,860.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
13. Payment #2, \$9,629.39 to HGS, LLC, for construction services on the Rock Creek Greenbelt - Native Vegetation project.

14. Payment #18, \$7,776.23 to HR Green, Inc., for construction administration and construction inspection services on the NE 36th St Reconstruction Project - I-35 to NE Four Mile Dr.
15. Payment #9, \$1,300.50 to HR Green, Inc., for engineering services on the SW State Street Fiber Optic Relocation project.
16. Payment #2, \$4,784.50 to HR Green, Inc., for engineering services on the NW Irvinedale Dr & NW 18th St Intersection Improvements project.
17. Payment #11, \$4,112.50 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
18. Payment #21, \$3,133.75 to JEO Consulting Group, Inc. for engineering services on the SE 3rd Street Utility Improvements Phase 1 project.
19. Payment #2, \$30,194.39 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan project.
20. Payment #9, \$1,207.50 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.
21. Payment #4, \$14,875.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking Improvements project.
22. Payment #2, \$181,440.80 to Musco Sports Lighting dba Iowa Sports Turf for construction services on the Cherry Glen Ballfield Development project.
23. Payment #3, \$10,840.00 to Nilles Associates, Inc., for engineering services on the NE Crestmoor Sanitary Sewer Replacement project.
24. Payment #13, \$18,638.75 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
25. Payment #30, \$499.50 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.
26. Payment #10, \$12,090.52 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
27. Payment #28, \$8,689.21 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
28. Payment #29 & Final, \$2,911.41 to Snyder & Associates, Inc., for engineering services on the SE Delaware Ave and SE 8th St Widening and Traffic Signalization project.
29. Payment #11, \$2,568.05 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development Project.
30. Payment #4, \$22,335.65 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
31. Payment #30, \$20,769.13 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
32. Payment #22, \$30,346.26 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
33. Payment #14, \$2,399.48 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.
34. Payment #1, \$24,744.83 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.
35. Payment #41, \$4,229.54 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive – RISE project.
36. Payment #27, \$26,947.70 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
37. Payment #2, \$123,080.96 to Splash Pool & Spa Builders, LLC, for construction services on the 2022 Prairie Ridge Aquatic Center - Resurfacing Project.
38. Payment #8, \$564,653.33 to W RH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 – Well Pump and Control Building project.
39. Jun 5, 2023 Accounts Payable by fund: General 574,041; Fire Gift 24; Hotel Motel Tax 269,013; Police Gift 160; Road Use Tax 159,567; Library Foundation 2,915; Solid Waste 98,595; Water 804,371; Sewer 44,500; Storm Water 2,201; Golf Course 57,170; Enterprise Project 714,729; Revolving 64,332; Risk Management 9,683; Health insurance 169;

Equipment Reserve 305,774; Special Assessments 96,234; Capital Projects 582,911; Payroll Totals 1,852,046; Transfers/ACH (198,350); Agenda Payments approved separately (1,272,891); Grand Total \$4,167,194.

40. Purchase of one ambulance from North Central Ambulance Sales and Service of Lester Prairie, MN in the amount of \$327,772.
41. Letter of agreement for banking and custodial services with First National Bank for three years with an option to renew for one additional three-year period by mutual agreement of both parties.
42. Intergovernmental agreement for the funding and operation of a mobile ventilation unit by the cities of Ankeny, Altoona, Clive, Grimes/Johnston Metropolitan Fire Department, Urbandale, Waukee and West Des Moines.
43. Project agreement with Capital Landscaping for Uptown tree replacement and landscaping and authorize City Manager to execute project agreement.
44. **RESOLUTION 2023-227** authorizing the purchase of dump bodies, plow components, and builds of three (3) single axle snow plow dump trucks for the Public Works Department (replace existing trucks #224 and #269; add new truck #219).
45. **RESOLUTION 2023-228** authorizing the purchase of combination traffic signal/ lighting pole assemblies from Millerbernd Manufacturing Company, in the amount of \$76,746.00, for contractor installation with the SE Oralabor Road & Convenience Blvd/ Creekview Drive Traffic Signal Replacement.
46. **RESOLUTION 2023-229** authorizing the purchase of a turf painter from Turf Tank for the Parks & Recreation Department.
47. **RESOLUTION 2023-230** authorizing the purchase of a compact utility tractor at Otter Creek Golf Course for the Parks & Recreation Department.

Personnel

48. Accept the Civil Service Commission certified list for appointment to Firefighter EMT-Paramedic, subject to passing any further departmental requirements.

Engineering

49. **RESOLUTION 2023-231** authorizing the execution of an agreement with the Iowa Department of Transportation for DOT-Initiated Detour of Primary Highways onto Local Roads for I-35 access at NE 126th Avenue due to the PCC Pavement and Grading project for I-35 from north of NE 36th Street to IA Hwy 210.

Capital Improvement Projects

50. **RESOLUTION 2023-232** adopting and levying final schedule of assessments and providing for the payment thereof of the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.
51. **RESOLUTION 2023-233** to authorize the execution of a Cooperative Public Service Agreement between Polk County, Iowa and the City of Ankeny, Iowa for the sharing of project costs for the NE 38th Street Asphalt Resurfacing Project.
52. **RESOLUTION 2023-234** ordering construction of the SE Oralabor Road & Convenience Boulevard/ Creekview Drive Traffic Signal Replacement and fixing a date for public hearing thereon and taking of bids therefor. (date of bid opening: 6/27/23 @ 10:30 A.M. / date of hrg: 7/3/23 @ 5:30 P.M.)
53. **RESOLUTION 2023-235** ordering construction of the Uptown Parking Improvements and fixing a date for public hearing thereon and taking of bids therefor. (date of bid opening: 6/27/23 @ 10:30 A.M. / date of hrg: 7/3/23 @ 5:30 P.M.)

54. **RESOLUTION 2023-236** ordering construction on The Westwinds, Plat 9, Storm Sewer Extension Project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 06/27/23 @ 10:30 A.M. / date of hrg: 07/03/23 @ 5:30 P.M.)
55. **Hawkeye Park Pond Improvements - Phase 3:** Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION 2023-237** accepting the public improvement with RW Excavating Solutions, LC, in the amount of \$323,805.00; c) Final Payment #3 in the amount of \$5,937.50; and Retainage Payment in the amount of \$16,190.25.

Administrative

56. Approve and authorize the Mayor to execute a Facilities Agreement between the City of Ankeny, Iowa and the Ankeny Community School District.
57. **RESOLUTION 2023-238** approving an agreement between the City of Ankeny and the Ankeny Area Chamber of Commerce.
58. **RESOLUTION 2023-239** authorizing the setting of a hearing on the proposal to lease property at 1520 SW Ordinance Road, Ankeny, Iowa, to the Ankeny Friends of the Arts, DBA, Ankeny Art Center. (date of hrg: 6/19/23 @ 5:30 p.m.)
59. **RESOLUTION 2023-240** setting a public hearing concerning amendments to the code of ordinances of the City of Ankeny, Iowa, by amending Chapter 75 – Provisions pertaining to operation of UTVs on City streets (date of hrg: 6/19/2023 @ 5:30 p.m.)

Approval of Consent Agenda Items

1. Council Member Stearns moved, second by Perry, to approve the recommendations for Consent Agenda Items CA-1 through CA-59. Ayes: Stearns, Perry, Bentz, Ruddy, Shafer.

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2144.** An Ordinance vacating a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres (+/-). (PH 2023-35) Council Member Ruddy moved, Perry seconded, to accept first consideration of ORDINANCE 2144. Ayes: Ruddy, Perry, Bentz, Shafer, Stearns.
2. **Ord 2145.** An Ordinance amending Chapter 69 Parking Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 69.04 Angle Parking, Section 69.10 No Parking on North and East Sides of Streets, and Section 69.11 No Parking on Both Sides. Council Member Stearns moved, Ruddy seconded, to accept first consideration of ORDINANCE 2145. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.

NEW BUSINESS

1. Proposed 80/20 Voluntary Urbanized Annexation of certain territory owned by Hope K Farms, LLC and Clayton Mitchell Living Trust, located adjacent to the southeast quadrant of the City of Ankeny. (PH 2023-36) Council Member Ruddy moved, Bentz seconded, to receive and file the April 10, 2023 Consultation Meeting Report. Ayes: Ruddy, Bentz, Perry, Shafer, Stearns. Council Member Ruddy moved, Stearns seconded, to adopt **RESOLUTION 2023-241** annexing certain territory owned by Hope K Farms, LLC and Clayton Mitchell Living Trust, located adjacent to the southeast quadrant of the City of Ankeny. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
2. Proposed Delaware Ground Storage Reservoir Rehabilitation (PH 2023-37) Council Member Stearns moved, Bentz seconded, to adopt 1) **RESOLUTION 2023-242** adopting plans, specifications, form of contract and estimate of cost \$307,000.00; 2) receive and file report of bids received May 30, 2023; and 3) adopt **RESOLUTION 2023-243** making award of

construction contract with TanksCo Inc. in the amount of \$241,500.00. Ayes: Stearns, Bentz, Perry, Ruddy, Shafer.

3. Proposed 2023 Creekside Park Improvements (PH 2023-38) Council Member Stearns moved, Ruddy seconded, to adopt 1) **RESOLUTION 2023-244** adopting plans, specifications, form of contract and estimate of cost \$224,169.50; 2) receive and file report of bids received May 30, 2023; 3) amend and adopt **RESOLUTION 2023-246** making award of construction contract with Howrey Construction, Inc. in the amount of \$275,050.50; and 4) amend and adopt **RESOLUTION 2023-247** approving contract and bonds with Howrey Construction, Inc. in the amount of \$275,050.50. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
4. Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2023 (PH 2023-39) Council Member Stearns moved, Perry seconded, to adopt **RESOLUTION 2023-245** amending the current budget for fiscal year ending June 30, 2023. Ayes: Stearns, Perry, Bentz, Ruddy, Shafer.
5. Amended FY 2023 Fund Transfers Council Member Stearns moved, Ruddy seconded, to adopt **RESOLUTION 2023-248** approving amendment to fiscal year 2023 fund transfers. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
6. \$13,790,000 General Obligation Bonds, Series 2023B Council Member Stearns moved, Ruddy seconded, to adopt **RESOLUTION 2023-249** appointing UMB Bank, N.A. of West Des Moines, Iowa, to serve as paying agent, bond registrar, and transfer agent, approving the paying agent and bond registrar and transfer agent agreement and authorizing the execution of the agreement. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer. Council Member Bentz moved, Stearns seconded, to adopt **RESOLUTION-250** authorizing and providing for the issuance of \$13,790,000 General Obligation Bonds, Series 2023B, and amending the levy of taxes to pay said bonds; approval of the tax exemption certificate and continuing disclosure certificate. Ayes: Bentz, Stearns, Perry, Ruddy, Shafer.

ADJOURNMENT

1. Meeting adjourned at 6:32 p.m.

Michelle Yuska, City Clerk

Mark Holm, Mayor

Published in the Des Moines Register on 6/16/23.



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the special meeting of May 31, 2023, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Minutes

MINUTES OF THE ANKENY CITY COUNCIL SPECIAL MEETING

Wednesday, May 31, 2023

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

Mayor Holm called the meeting to order at 1:04 p.m. Council Members Bobbi Bentz, Jeff Perry, Joe Ruddy, Todd Shafer, and Kelly Stearns joined the meeting electronically. City Manager David Jones was also present.

APPROVAL OF AGENDA

1. Council Member Bentz moved, Shafer seconded, to approve and accept the May 31, 2023 agenda as presented. Ayes: 4. No response: 1.

APPROVAL OF CONSENT AGENDA

Licenses

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

Community Development Item

2. **RESOLUTION 2023-223** accepting final plat, warranty deed to street, performance bond for seeding, performance and maintenance bonds for paving and underground improvements, platted easements and water connection fee for 36th Street Centre Plat 1.
3. **RESOLUTION 2023-224** approving plans and specifications, and accepting contracts and performance and maintenance bonds for the construction of sanitary sewer and water main in 36th Street Centre Plat 1.
4. **RESOLUTION 2023-225** authorizing the Mayor to sign a Development Agreement by and between the City of Ankeny, Iowa, and North Ankeny Boulevard LLC. regarding the construction of 36th Street Centre Plat 1.
5. **RESOLUTION 2023-226** approving plans and specifications, and accepting contracts and performance and maintenance bonds for the construction of street paving in 36th Street Centre Plat 1.
6. Approve the 36th Street Centre Preliminary Plat.

Approval of Consent Agenda Items

1. Council Member Shafer moved, second by Perry, to approve the recommendations for Consent Agenda Items CA-1 through CA-6. Ayes: Shafer, Perry, Bentz, Stearns. No response: Ruddy.

ADJOURNMENT

1. At 1:06 p.m. council adjourned the special meeting.

Michelle Yuska, City Clerk

Mark E. Holm, Mayor

Published in the Des Moines Register on the 9th day of June, 2023.



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of May 16, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 P&Z Minutes 2023-05-16

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, May 16, 2023

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

CALL TO ORDER

Chair Ted Rapp called the May 16, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the May 16, 2023 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 5 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the May 2, 2023 minutes of the Plan and Zoning Commission meeting.

Item #2. 255 NW 36th Street - Culver's Site Plan

Motion to approve the site plan for 255 NW 36th Street, Culver's; subject to City Council approval of the 36th Street Centre Preliminary Plat and Final Plat.

Motion by T.Flack to approve the recommendations for Consent Agenda Items #1 - #2. Second by R.Weisheit. All voted aye. Motion carried 5– 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

Item #3. 36th Street Centre Preliminary Plat and Final Plat

J.Heil reported North Ankeny Boulevard, LLC has proposed a 22.60-acre Preliminary Plat and Final Plat. The 36th Street Centre Preliminary Plat and 36th Street Centre Plat 1 Final Plat would be located west of N Ankeny Boulevard and south of NW 36th Street. He stated that the area is zoned C-2, General Retail, Highway-Oriented and Commercial Business District and that the properties to the north and east are similarly zoned and the property to the west and south are zoned R-3. He explained that the preliminary plat includes 12 commercial lots, associated easements, utilities and site infrastructure and he noted the primary access points. He said the 36th Street Centre Plat 1, creates two buildable lots along NW 36th Street, an outlot for future development and shows associated utilities and easements. He provided further information to the Commission on the water main, sanitary sewer, and stormwater. He noted that there is no parkland dedication required for a commercial development. Staff recommend that the Plan and Zoning Commission recommend City Council approval of the 36th Street Centre Preliminary Plat and that the Plan and Zoning Commission recommend City Council approval of the 36th Street Centre Plat 1 Final Plat; and authorize the Mayor to sign a development agreement for a future traffic signal and related improvements along NW 36th Street.

T.Rapp asked if the traffic signal was warranted for the intersection on 36th Street with the development of Kwik Star. J.Heil said no.

The applicant had no additional comments for the Commission.

Motion by L.West to recommend City Council approval of the 36th Street Centre Preliminary Plat. Second by T.Flack. All voted aye. Motion carried 5 – 0.

Motion by T.Flack to recommend City Council approval of the 36th Street Centre Plat 1 Final Plat; and authorize for the Mayor to sign a development agreement for a future traffic signal and related improvements along NW 36th Street. Second by T.Ripper. All voted aye. Motion carried 5 – 0.

Item #4. Request by Hope K. Farms, LLC for 80/20 voluntary urbanized annexation of property into the City of Ankeny

B.Morrissey reported that Staff has received a request by Hope K. Farms, LLC for an 80/20 voluntary urbanized annexation of certain territory adjacent to the City's northwestern boundary, generally located at the intersection of NW 54th/NW 118th Avenue and NW Ash Drive/NE 6th Street. He stated that the annexation of territory encompasses approximately 369.80 acres and the annexation area is located within two miles of the City of Alleman. He said that there are eight properties totaling 356.71 acres, which are owned by property owners who have signed a petition consenting to the annexation, while 5.77 acres are owned by property owners who have not signed a petition consenting to the annexation. The non-consenting properties are included in the annexation request to avoid the creation of islands and to provide for uniform boundaries, which is required by the Iowa Code. There are approximately 7.32 acres of public road right-of-way that are included in the annexation request, as the City is required to incorporate any and all county road right-of-way to the centerline of the adjacent road. B.Morrissey stated that if petitions are not received for all ten properties, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners to avoid the creation of islands and to create uniform boundaries. He explained that the current petitioned land area is approximately 356.71 acres, which equals 98.41% of the 362.48 total calculated acres, excluding Polk County road right-of-way. The land area of the two non-petitioned properties total 5.77 acres, equaling 1.59% of the calculated land area, excluding Polk County road right-of-way. He noted that the annexation area is identified in The Ankeny Plan 2040 Comprehensive Plan as being suitable for Low-Density Residential and if the annexation request is approved by the City Development Board, it will be initially zoned R-1, One-Family Residence District, consistent with all newly incorporated properties into the City of Ankeny. He shared that the City of Ankeny currently provides Fire and EMS service to the annexation area. The City of Ankeny water main runs along NE 6th Street and NW 118th Avenue, and the sanitary sewer line ends at the southeast corner of the proposed annexation area. A consultation meeting is scheduled for May 22, 2023 and notices were mailed to the Polk County Board of Supervisors, Crocker Township Trustees, Polk County Planning, and the Ankeny Community School District. Staff's recommendation is that the Plan and Zoning Commission recommend that the City Council approve the Hope Crest 80/20 Voluntary Annexation.

R.Weisheit inquired about whether there is a storm sewer in the area. B.Morrissey responded that currently there is no storm sewer in the area, but it would come later if the territory is annexed into the City.

The applicant had no additional comments for the Commission.

Motion by T.Ripper to recommend City Council approval of the Hope Crest 80/20 Voluntary Urbanized Annexation. Second by R.Weisheit. All voted aye. Motion carried 5 – 0.

REPORTS

City Council Meeting

E.Jensen reported on the May 15, 2023 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the June 6, 2023 Plan and Zoning Commission meeting and the April 2023 Building Permit Report.

E.Jensen shared that, tentatively, Commissioner Trina Flack will give a presentation on Catch Des Moines activities at the next Plan and Zoning Commission meeting.

Commissioner's Reports

L.West asked if "no mow May" has impacted the City of Ankeny. There was follow-up discussion between staff and the Commission.

L.West commented, if possible, she would like to see the Commission have a retreat this year.

MISCELLANEOUS ITEMS

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

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. Meeting adjourned at 6:46 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Civil Service Commission meeting of May 18, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Civil Service minutes](#)

**Meeting Minutes
Civil Service Commission**

Thursday, May 18, 2023
11:45 a.m.
Ankeny Council Chambers
1250 SW District Dr, Ankeny, Iowa

Ray Blase
Kevin Tracy
Laura Luetje

CALL TO ORDER - ROLL CALL (phone meeting)

The meeting was called to order by Dawn Gean. Roll call taken. Blase – absent, Tracy – present, Luetje – present

1. MOTION TO APPROVE THE MINUTES OF 05-08-23.

Luetje moved to approve the minutes from May 8, 2023. Tracy seconded the motion. All voted aye and the motion carried

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

Tracy moved to certify the list of applicants eligible for appointment to Firefighter EMT-Paramedic 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.

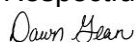
RANK	LAST NAME	FIRST NAME
1	Boyea	Kyle
2	Voyek	Mark
3	Miller	Brody
4	Stephenson	Lucas
5	Dorsett	Joshua
6	Koster	Bryan
7	Sciarrotta	Austin
8	Breck-Miller	Austin
9	Mitchell	Mary
10	Crum	Joseph

11	Guest	Jesse
12	Van Wyk	Austin
13	Tysdal	Cayden
14	Miller	Max
15	Allen	Christopher
16	Bond	Aamon
17	Rettenmeier	Alec
18	Hutchinson	Mark
19	Kling	Jason
20	Gleason	Christian
21	Smyser	Jason

3. ADJOURNMENT

Being there was no further business; Gean adjourned the meeting at 11:52 a.m.
Next meeting: tentative Monday, June 12, 2023, at 11:30 am

Respectfully submitted,



Dawn Gean
Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Receive and file minutes of the Ankeny Cultural Arts Board meeting of September 26th, 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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 9.26.22 CAB Meeting Minutes

**Ankeny Cultural Arts Board
Meeting Minutes
Ankeny City Council Chambers Conference Room
1250 SW District Drive – Ankeny, IA
September 26th, 2022**

Board Members Present: Jason Follett, Bill Konnath, Joann Adamson, Aaron Thacker, Kyle Robinson, Don Zuck

Board Members Absent: Hilary Kodatt, Laura Housel, Kim Johnson-Smith

Staff Present: Derek Lord, Lindsay Fox

1. The meeting was called to order at 5:30 PM.
2. Approval of Agenda. Joann A. moved and Kyle R. seconded a motion to approve the agenda as presented. All members present voted aye.
3. Approval of minutes. Jason F. moved and JoAnn A. seconded a motion to approve the minutes as presented. All members present voted aye.
4. There was a brief discussion on adding art to the library and what process that would entail.
5. Derek L. provided updates on several ongoing projects. He discussed the overall concept for the High Trestle Trail Experience park and shared that he completed a CIP request for additional funding that could be used to help leverage grants and private dollars. He has been working ISG on the concept plan and a plan will be presented to the Council at a workshop in early 2023. City Staff also provided an update on the current construction of the trailhead project on NW Irvinedale, as well as the DART bus shelter on West First Street.
6. Board members shared several updates about their organizations including the Ankeny Historical Society, Ankeny Community Chorus, and the Ankeny Art Center.

The meeting adjourned at 6:35 p.m.



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

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

1. Good Times, 1912 SW 3rd Street, Ankeny, IA (Renew) - Effective July 1, 2023 through June 30, 2024.
2. Khushveer and Anahat LLC, d/b/a Liquor Lovers, 1510 South Ankeny Blvd, Ste 108, Ankeny, IA (Renew) - Effective July 1, 2023 through June 30, 2024.

FISCAL IMPACT: **Yes**

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

CITY MANAGER'S RECOMMENDATIONS:

Approve the issuance of permit(s).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Cigarette Applications

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



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

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

EXECUTIVE SUMMARY:

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

1. Kum & Go LC, d/b/a Kum & Go #92, 1025 E 1st St. - Class E Retail Alcohol License (LE) (Renewal) - Effective July 1, 2023.
2. Kum & Go LC, d/b/a Kum & Go #292, 1825 N Ankeny Blvd - Class E Retail Alcohol License (LE) (Renewal) - Effective July 1, 2023.

3. Kum & Go LC, d/b/a Kum & Go #4020, 1910 SW White Birch Cir. - Class E Retail Alcohol License (LE) (Renewal) - Effective July 1, 2023.
4. Quik Trip Corporation d/b/a Quik Trip #514, 802 E 1st St.. - Class E Retail Alcohol License (LE) (Renewal) - Effective July 1, 2023.
5. Vinje LLC, d/b/a Good Times, 1912 SW 3rd St. - Class C Retail Alcohol License (LC) (Renewal) - Effective July 1, 2023.
6. Uptown Garage Brewing Co. LLC, d/b/a Uptown Garage Brewing Co., 305 SW Walnut St. - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective July 1, 2023. PENDING DRAM ENDORSEMENT
7. BMO Recreation LLC, d/b/a Backspin, 106 SW State St. - Class C Retail Alcohol License (LC) (Renewal) - Effective July 5, 2023.
8. Ankeny Area Chamber of Commerce, d/b/a Ankeny Area Chamber of Commerce, 1500 SW Main Street (The District) - Class C Retail Alcohol License (LC) (5 Day License) Outside Service for Summerfest - Effective July 6, 2023
9. Great Caterers of Iowa Inc., d/b/a Great Caterers of Iowa, 1055 SW Prairie Trail Pkwy (FFA Bldg.), Class C Retail Alcohol License (LC) (5 Day License) - Effective June 24, 2023.
10. Nonna's LLC, d/b/a Nonna's Pizza & Pasta, 1802 N Ankeny Blvd, Ste. 100A., Class C Retail Alcohol License (LC) (Adding OD Service) - Tentatively Effective June 20, 2023. PENDING DEPT APPROVALS
11. Firetrucker LLC, d/b/a Firetrucker Brewery, 716 SW 3rd St., Class C Retail Alcohol License (LC) (Extended OD Service) - Tentatively Effective July 4, 2023. PENDING DRAM ENDORSEMENT AND DEPT APPROVALS

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



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 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Finance Report

Monthly Finance Report – May 2023

To the Honorable Mayor and City Council:

The financial reports for the month of May are submitted herewith. In June, the City Council will adopt the second budget amendment for fiscal year 2023. 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 \$22 million. After the internal debt service transfers 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 74.35% of the revised budget. The ideal percentage for May is 91.67%. It appears that revenues are above or near expectations for most of the major operating funds, with the largest exception being the capital project funds. The capital project revenues will be near expectations in June following the receipt of bond proceeds.

On the *Expenditure Summary by Fund* report, the actual expenditures at the end of May were 72.01% 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 83.02% 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 to be completed in June, 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, 2023

Cash Basis Fund Balances	<u><u>\$ 148,096,778.79</u></u>
Investments	\$ 143,065,902.00
Checking Account Balance (per bank)	5,730,642.73
Deposits in Transit	141,041.88
Outstanding Checks	(845,827.82)
Cash Drawer/Petty Cash *	<u>5,020.00</u>
Total	<u><u>\$ 148,096,778.79</u></u>

* Cash Drawer/Petty Cash:	
Aquatic Centers	\$ 1,320.00
City Hall - Finance	200.00
City Hall - Front Desk	175.00
Library	300.00
Otter Creek Golf Course	800.00
Parks and Recreation	250.00
Parks - Hawkeye & Miracle Parks	775.00
Parks - PRSC Concessions	275.00
Parks - Senior Center	100.00
Police Department	100.00
Public Service Building	25.00
Community Development	100.00
Water Fund	600.00
	<u><u>\$ 5,020.00</u></u>

City of Ankeny
Cash Balance Summary
May 31, 2023

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance May 31, 2023
General:							
General	100	\$ 31,251,979.48	\$ 43,994,057.63	\$ -	\$ 36,397,969.52	\$ 1,648,703.61	\$ 37,199,363.98
Hotel/Motel Tax	233	385,264.07	2,000.00	1,648,703.61	1,065,697.76	-	970,269.92
Special Revenue:							
Fire Gift	220	26,892.11	8,043.04	-	300.00	-	34,635.15
Hawkeye Park Player Fees	240	47,642.84	6,840.00	-	17,434.00	-	37,048.84
Police Gift	250	10,035.87	3,850.00	-	3,710.60	-	10,175.27
Road Use Tax	260	9,252,239.27	8,301,508.50	-	6,281,647.40	-	11,272,100.37
Police Seizure	270	81,991.30	20,150.20	-	4,700.15	-	97,441.35
Tax Increment Financing	280	2,163,403.63	9,879,026.87	-	114,007.00	-	11,928,423.50
Police and Fire Retirement	290	1,728,233.79	2,533,455.39	-	2,519,623.23	-	1,742,065.95
Landfill Post-Closure	295	88,851.43	-	-	-	-	88,851.43
Friends of the Ankeny Library	430	88,989.47	41,385.59	-	43,168.08	-	87,206.98
Park Dedication	440	532,661.61	24,982.48	-	-	-	557,644.09
Sports Complex Foundation	445	113,869.32	10,840.00	-	-	-	124,709.32
Ankeny Garden Club	446	7,974.39	1,400.00	-	-	-	9,374.39
Miracle Park Fund	448	61,799.35	7,066.47	-	320.00	-	68,545.82
Dog Park Trust Fund	449	608.91	741.00	-	-	-	1,349.91
P&R Scholarship Fund	450	-	27,173.90	-	-	-	27,173.90
Civic Trust Fund	484	2,937,833.46	-	-	-	-	2,937,833.46
Debt Service	300	1,835,525.79	14,953,519.92	-	24,201,286.24	-	(7,412,240.53)
Enterprise:							
Solid Waste	500	151,467.58	1,235,155.18	-	1,055,509.17	-	331,113.59
Utility Deposits	505	384,519.27	170,629.49	-	151,600.00	-	403,548.76
Water Operations	510	13,689,957.56	17,727,834.00	-	11,000,280.03	2,050,299.86	18,367,211.67
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	1,397,520.98	-	2,009,513.86	1,590,536.76	-	1,816,498.08
Sewer Operations	550	12,719,358.74	15,704,909.91	-	8,475,280.76	-	19,948,987.89
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Sewer Sinking	570	-	-	-	-	-	-
Storm Water	580	1,816,973.12	3,283,025.26	-	975,359.77	-	4,124,638.61
Golf Course	590	1,276,186.59	2,105,550.33	-	1,738,186.13	-	1,643,550.79
Capital Project:							
Utility Fund Capital Projects	6**	16,386,453.01	891,326.10	215,752.65	11,479,074.20	209,821.65	5,804,635.91
Special Assessments	8**	-	277,157.71	-	-	-	277,157.71
Capital Projects	8** & 9**	46,145,091.04	956,075.66	2,808,376.16	28,411,732.40	2,773,521.16	18,724,289.30
Total Budgeted		\$ 149,746,442.10	\$ 122,167,704.63	\$ 6,682,346.28	\$ 135,527,423.20	\$ 6,682,346.28	\$ 136,386,723.53
Internal Service:							
Revolving	710	562,248.98	1,293,189.59	-	1,336,391.11	-	519,047.46
Risk Management	720	1,188,947.62	2,323,230.52	-	1,657,451.66	-	1,854,726.48
Health Insurance	730	6,489,229.42	4,849,504.25	-	4,608,782.38	-	6,729,951.29
Sustainability Revolving Loan	770	28,498.06	-	-	-	-	28,498.06
Economic Development Revolving	780	264,465.16	3,000.00	-	-	-	267,465.16
Equipment Reserve	790	2,420,889.69	54,770.22	-	165,293.10	-	2,310,366.81
Total Unbudgeted		\$ 10,954,278.93	\$ 8,523,694.58	\$ -	\$ 7,767,918.25	\$ -	\$ 11,710,055.26
Total ⁽¹⁾		\$ 160,700,721.03	\$ 130,691,399.21	\$ 6,682,346.28	\$ 143,295,341.45	\$ 6,682,346.28	\$ 148,096,778.79

⁽¹⁾ Includes interfund transactions.

City of Ankeny
Utility Capital Projects Cash Balance Summary
May 31, 2023

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance May 31, 2023
Utility Fund Capital Projects:							
Water Main Replacement	610	\$ 1,389,223.52	\$ -	\$ -	\$ 410,608.91	\$ -	\$ 978,614.61
Northwest Water Tower	611	-	-	5,931.00	420,420.00	-	(414,489.00)
Centennial Estates Wtr Main Cost Share	613	145,000.00	-	-	152,130.94	-	(7,130.94)
North Ankeny Blvd Water Main	614	152,520.25	-	-	129,771.46	-	22,748.79
SW Irvinedale Dr Transmission Main-Ph 1	620	393,144.61	-	-	-	-	393,144.61
SW Irvinedale Dr Transmission Main-Ph 2	621	479,039.97	-	-	-	-	479,039.97
NW State St Water Main Improvements	622	119,022.50	-	-	-	-	119,022.50
SW Irvinedale Dr Transmission Main-Ph 3	623	(113,840.36)	108,190.36	-	9,227.41	-	(14,877.41)
NW Irvinedale Water Main-Trestle to 36th	628	100,000.00	-	-	-	-	100,000.00
High Trestle Trail Transmission Main	629	(121,109.79)	-	-	1,576,838.76	-	(1,697,948.55)
Aquifer Storage Replacement #1	632	5,528,987.26	-	-	4,616,219.43	-	912,767.83
S Ankeny Blvd Transmission Main	633	-	206,739.36	-	213,616.32	-	(6,876.96)
NW 36th & NW Weigel Water Main	634	(435,931.93)	576,260.38	-	118,243.54	-	22,084.91
SE Delaware Grnd Storage Tank Repaint	638	-	-	-	5,850.00	-	(5,850.00)
Sanitary Sewer Replacement	650	2,296,332.22	-	-	989,553.21	-	1,306,779.01
Trestle Ridge Trunk Sewer Cost Share	651	600,000.00	-	-	-	-	600,000.00
West Outfall Relief Sewer	652	140,156.87	-	-	4,700.00	-	135,456.87
Canyon Landing Sanitary Sewer Cost Share	654	493,351.00	-	-	537,599.55	-	(44,248.55)
NE Crestmoor San Sewer Replacement	656	38,200.00	-	-	36,349.99	-	1,850.01
Otter Creek Trunk Sewer Extension	657	452,902.45	-	-	36,116.27	-	416,786.18
SE 3rd Trunk Swr Ext-SE Grant to SE Sharon	658	1,004,503.46	-	-	504,223.52	-	500,279.94
NW Northlawn Area Sanitary Swr Improve	659	37,741.72	-	-	-	-	37,741.72
Four Mile Creek Trunk Sewer	660	148,274.08	-	-	127,089.85	-	21,184.23
Deer Creek Trunk Sewer	661	519,502.47	-	-	-	-	519,502.47
Storm Sewer Replacement	680	756,077.92	136.00	-	346,264.68	-	409,949.24
Tradition Detention Basin	682	144,821.65	-	-	-	144,821.65	-
SE Creekview Drive Wetland	683	-	-	-	2,500.00	-	(2,500.00)
High Trestle Trail Channel Stab. - Phase 2	684	65,000.00	-	-	-	65,000.00	-
Westwinds Storm Sewer Extension	685	204,722.09	-	-	4,249.92	-	200,472.17
Sawgrass Park Dam Improvement	686	(45.00)	-	45.00	-	-	-
Tradition Park Basin Flood Repair	687	(269,929.85)	-	134,556.54	(135,373.31)	-	-
High Trestle Trail Channel Stab. - Phase 1	688	309,010.23	-	65,000.00	579,030.73	-	(205,020.50)
Wildflower Detention Basin	691	118,671.15	-	-	-	-	118,671.15
North Creek Channel Flood Repair	692	75,413.42	-	-	-	-	75,413.42
Westwinds Channel Flood Repair	693	145,636.99	-	-	-	-	145,636.99
Four Mile Creek Channel Stabilization	694	18,222.62	-	-	37,613.78	-	(19,391.16)
SE 3rd Street Storm Sewer Improvements	695	1,420,327.91	-	-	577,019.07	-	843,308.84
Tributary to Four Mile Creek Stabilization	696	31,503.58	-	10,220.11	179,210.17	-	(137,486.48)
Total Utility Fund Capital Projects		<u>\$ 16,386,453.01</u>	<u>\$ 891,326.10</u>	<u>\$ 215,752.65</u>	<u>\$ 11,479,074.20</u>	<u>\$ 209,821.65</u>	<u>\$ 5,804,635.91</u>

City of Ankeny
Capital Projects Cash Balance Summary
May 31, 2023

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance May 31, 2023
Capital Project Funds:							
NW State St Extension Preliminary Design	885	\$ -	\$ -	\$ -	\$ 25,629.81	\$ -	\$ (25,629.81)
NW 36th & NW Weigel Asphalt Overlays	895	-	-	-	18,355.84	-	(18,355.84)
NE 36th Reconstruction-I-35 to Four Mile	896	4,841,990.15	-	-	4,588,110.91	-	253,879.24
Des Moines Street Parks Development	897	466,610.90	-	-	689,446.94	-	(222,836.04)
High Trestle Trail Restroom & Amenities	898	110,000.00	-	-	50,000.00	-	60,000.00
BAN/Bond Activity	900	2,244,865.44	445,934.14	-	78,080.77	5,931.00	2,606,787.81
Fire Station No. 4	901	150,000.00	-	-	254,082.21	-	(104,082.21)
Lakeside Center Repurposing	903	50,000.00	-	-	-	-	50,000.00
Signature Park	904	1,843,000.00	-	-	-	-	1,843,000.00
Senior Center	905	366,942.53	105,300.00	-	48,106.69	-	424,135.84
Public Works Winter Ops Satellite Facility	907	40,000.00	-	-	-	-	40,000.00
SE Hulsizer Road Realignment	908	20,401.96	-	-	480.00	-	19,921.96
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	-
N Ankeny Blvd & 18th St Int Improvements	913	(16,278.89)	-	-	55,373.20	-	(71,650.09)
Park Maintenance Facility Renovation	914	(212,979.77)	-	268,738.82	45,857.05	-	9,902.00
Pavement Preservation Program	915	378,502.36	-	-	498,999.41	-	(120,497.05)
Annual Street Replacement Program	916	1,714,065.54	-	-	1,313,935.90	-	400,129.64
Elementary Schools Walkability Imprvmts	917	111,886.00	-	-	147,388.00	-	(35,502.00)
Prairie Ridge Sports Complex	920	67,569.02	-	-	-	-	67,569.02
NW Irvinedale & NW 18th Inters Imprvmts	922	-	-	-	1,812.00	-	(1,812.00)
Miracle Field	925	85,945.10	38,000.00	-	74,730.00	-	49,215.10
Ankeny Market & Pavilion	926	(14,079.00)	14,079.00	-	-	-	-
Community Entrance Signage	927	48,241.59	312.61	-	-	-	48,554.20
Library	928	2,782,652.78	3,522.58	-	-	2,682,652.78	103,522.58
Public Facility Improvements	930	19,156.54	-	-	-	-	19,156.54
PRSC-Softball Bleacher Canopies	931	75,000.00	66,547.81	-	139,095.63	-	2,452.18
Cherry Glen Ballfield	933	484,861.21	-	-	269,072.66	-	215,788.55
Ankeny Public Services Library Remodel	934	(33,738.79)	-	33,738.79	-	-	-
NW 36th & NW State Interim Improvements	935	697,972.28	-	-	757,715.75	-	(59,743.47)
Annual Sidewalks/Trails	936	457,147.32	-	-	609,081.17	-	(151,933.85)
Older Parks Renovation	937	186,980.19	-	-	-	-	186,980.19
High Trestle Trail Extension	938	(787,555.44)	131,338.25	-	965,775.42	-	(1,621,992.61)
NE 18th St Asphalt-Meadow View to Cty 38th	941	7,378.80	-	-	-	-	7,378.80
NE 54 Street Bridge & Trail	945	(228,478.11)	-	-	-	-	(228,478.11)
South Ankeny Blvd & SE Shurfine	947	(290,521.05)	-	-	-	-	(290,521.05)
N Ankyr Blvd Imprvmnts - 1st St to 11th St	949	-	-	-	-	-	-
Asphalt Street Resurfacing	950	566,076.28	-	-	332,277.03	-	233,799.25
E 1st/I-35 Interchange Improvements	951	2,685,118.87	-	-	1,211,954.01	-	1,473,164.86
NW 18th Recon-NW Ash to N Anky Blvd	953	121,167.45	-	-	929,339.33	-	(808,171.88)
NE Four Mile Drive RCB Culvert	955	569,212.77	-	-	378,884.84	-	190,327.93
Rock Creek Trail & Native Plantings	957	180,000.00	-	-	165,651.76	-	14,348.24
NW 18th St Extension-Weigel to Spruce	959	2,154,212.44	-	1,850.00	1,368,297.54	-	787,764.90
SE Creekview Paving/Drainage	962	252,734.71	(252,734.71)	-	-	-	-
Street Patching Program	963	1,475,603.39	8,974.29	-	1,435,675.43	-	48,902.25
Traffic Signalization	965	1,660,935.53	-	-	1,146,182.74	-	514,752.79
Traffic Timing Study	966	48,368.75	-	-	-	-	48,368.75
NW 26th Street Widening	967	250,000.00	-	-	-	-	250,000.00
SW State St Recon-SW Ordinance to W 1st	968	75,000.00	-	-	130,719.32	-	(55,719.32)
E 1st Widening-Frisk to Four Mile	969	26,500.00	-	-	-	-	26,500.00
W 1st Widening & Improvements-Phase 1	970	2,041,589.73	-	-	2,489,849.67	-	(448,259.94)
Park Development	973	462,806.61	15,950.00	-	413,323.23	-	65,433.38
Park Land Acquisition	974	81,688.18	-	-	-	-	81,688.18
Uptown Parking Improvements	975	180,000.00	-	-	63,685.00	-	116,315.00
Prairie Trail Public Improvements	977	8,409,569.13	-	-	15,332.30	-	8,394,236.83
NE Delaware Reconstruction 5th-18th	979	568,912.47	-	-	1,291,437.39	-	(722,524.92)
S Ankeny & Magazine Safety	982	(423,196.66)	349,000.00	-	30,512.01	-	(104,708.67)
SE Crosswinds/SE 77th Improvements	983	(584,384.28)	29,851.69	-	1,832,678.96	-	(2,387,211.55)
Ankeny Library Playground	984	10,076.51	-	-	-	-	10,076.51
PRSC Parking Lot Improvements	987	90,667.00	-	-	-	-	90,667.00
Oralabor & State Street Overpass	988	103,205.62	-	-	137,616.38	-	(34,410.76)
High Trestle Trail Trailhead & Pkg Lot	989	82,822.28	-	-	8,616.49	-	74,205.79
High Trestle Trail Experience Park	990	400,000.00	-	-	33,240.00	-	366,760.00
City Hall Council Chamber Renovation	991	(86,414.64)	-	86,414.64	-	-	-
NW 36th Widening from Ash to Ankeny Blvd	992	4,102,691.49	-	40,786.00	3,091,901.48	-	1,051,576.01
SE Delaware Widening	993	982,548.91	-	-	879,991.68	-	102,557.23
Delaware & Corporate Woods Intersection	994	(7,115.13)	-	-	-	-	(7,115.13)
Street/Sidewalk Oversizing	995	76,059.40	-	-	92,661.68	-	(16,602.28)
HVAC Replacement - City Hall	996	118,093.96	-	-	35,006.58	83,087.38	-
Capital Projects Reserve	997	3,472,855.48	-	2,376,847.91	-	-	5,849,703.39
SW Oralabor & State Safety Improvements	998	276,794.13	-	-	265,768.19	-	11,025.94
Total Non Utility Fund Capital Projects		\$ 46,145,091.04	\$ 956,075.66	\$ 2,808,376.16	\$ 28,411,732.40	\$ 2,773,521.16	\$ 18,724,289.30

City of Ankeny
Revenue Summary by Fund
May 31, 2023

Fund	Budget Number	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of May 31, 2023	Variance	Percent ⁽²⁾
General:							
General	100	\$ 38,335,982.81	\$ 40,677,426.76	\$ 43,932,695.00	\$ 43,994,057.63	\$ 61,362.63	100.14%
Hotel/Motel Tax	233	29,539.15	2,664.51	8,000.00	2,000.00	(6,000.00)	25.00%
Special Revenue:							
Fire Gift	220	1,638	2,439	5,300.00	8,043.04	2,743.04	151.76%
Hawkeye Park Player Fees	240	10,574.07	9,378.03	8,400.00	6,840.00	(1,560.00)	81.43%
Police Gift	250	2,961.83	4,209.82	4,100.00	3,850.00	(250.00)	93.90%
Road Use Tax	260	8,209,309.76	9,074,922.97	8,833,480.00	8,301,508.50	(531,971.50)	93.98%
Police Seizure	270	2,328.21	12,434.91	11,800.00	20,150.20	8,350.20	170.76%
Tax Increment Financing	280	8,780,810.18	9,148,707.02	9,963,142.00	9,879,026.87	(84,115.13)	99.16%
Police and Fire Retirement	290	2,252,963.40	2,393,282.25	2,547,704.00	2,533,455.39	(14,248.61)	99.44%
Landfill Post-Closure	295	377.33	124.62	800.00	-	(800.00)	0.00%
Friends of the Ankeny Library	430	50,233.00	47,841.33	35,700.00	41,385.59	5,685.59	115.93%
Park Dedication	440	55,953.65	30,723.29	30,000.00	24,982.48	(5,017.52)	83.27%
Sports Complex Foundation	445	16,356.91	15,875.92	14,000.00	10,840.00	(3,160.00)	77.43%
Ankeny Garden Club	446	1,453.29	1,449.54	1,420.00	1,400.00	(20.00)	98.59%
Miracle Park Fund	448	3,891.76	10,853.15	7,600.00	7,066.47	(533.53)	92.98%
Dog Park Trust Fund	449	14.18	333.93	741.00	741.00	-	100.00%
P&R Scholarship Fund	450	-	-	27,174.00	27,173.90	(0.10)	100.00%
Civic Trust Fund	484	3,959,313.31	186,464.14	17,268.00	-	(17,268.00)	0.00%
Debt Service	300	30,929,861.99	29,364,984.36	15,045,403.00	14,953,519.92	(91,883.08)	99.39%
Enterprise:							
Solid Waste	500	1,033,264.93	1,183,182.09	1,563,320.00	1,235,155.18	(328,164.82)	79.01%
Utility Deposits	505	190,560.45	201,802.31	217,000.00	170,629.49	(46,370.51)	78.63%
Water Operations	510	17,689,723.18	18,128,905.67	19,981,968.00	17,727,834.00	(2,254,134.00)	88.72%
Water Improvement	520	-	-	-	-	-	-
Water Sinking	530	-	-	-	-	-	-
Sewer Operations	550	18,881,394.17	17,758,873.85	16,645,236.00	15,704,909.91	(940,326.09)	94.35%
Sewer Improvement	560	-	-	-	-	-	-
Sewer Sinking	570	-	-	-	-	-	-
Storm Water	580	3,225,761.70	3,413,386.00	3,603,561.00	3,283,025.26	(320,535.74)	91.11%
Golf Course	590	1,808,498.72	2,224,378.94	2,213,000.00	2,105,550.33	(107,449.67)	95.14%
Capital Project:							
Utility Fund Capital Projects	6**	3,066,056.00	6,578,382.26	21,202,587.00	891,326.10	(20,311,260.90)	4.20%
Special Assessments	8**	30,128.00	-	277,158.00	277,157.71	(0.29)	100.00%
Capital Projects	9**	18,139,504.75	25,146,661.48	20,037,705.00	956,075.66	(19,081,629.34)	4.77%
Total Budgeted Revenues		\$ 156,708,454.45	\$ 165,619,688.54	\$ 166,236,262.00	\$ 122,167,704.63	\$ (44,068,557.37)	73.49%
Internal Service:							
Revolving	710	\$ 1,052,222.98	\$ 1,343,470.86	\$ 1,624,378.00	\$ 1,293,189.59	\$ (331,188.41)	79.61%
Risk Management	720	1,850,530.80	1,280,848.03	2,477,161.00	2,323,230.52	(153,930.48)	93.79%
Health Insurance	730	4,695,875.26	4,805,782.88	5,291,659.00	4,849,504.25	(442,154.75)	91.64%
Sustainability Revolving Loan	770	2,199.67	1,370.00	819.00	-	(819.00)	0.00%
Economic Development Revolving	780	18,466.41	14,421.21	5,000.00	3,000.00	(2,000.00)	60.00%
Equipment Reserve	790	159,888.30	135,059.94	134,978.00	54,770.22	(80,207.78)	40.58%
Total Unbudgeted Revenues		\$ 7,779,183.42	\$ 7,580,952.92	\$ 9,533,995.00	\$ 8,523,694.58	\$ (1,010,300.42)	89.40%
Total All Revenues ⁽¹⁾		\$ 164,487,637.87	\$ 173,200,641.46	\$ 175,770,257.00	\$ 130,691,399.21	\$ (45,078,857.79)	74.35%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ May is 91.7% of the fiscal year.

City of Ankeny
Expenditure Summary by Fund
May 31, 2023

Fund	Budget Number	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of May 31, 2023	Variance	Percent ⁽²⁾
General:							
General	100	\$ 31,625,929.69	\$ 35,445,204.86	\$ 43,451,658.00	\$ 36,397,969.52	\$ (7,053,688.48)	83.77%
Hotel/Motel Tax	233	488,398.77	1,092,757.61	1,274,134.00	1,065,697.76	(208,436.24)	83.64%
Special Revenue:							
Fire Gift	220	-	280	5,000.00	300.00	(4,700.00)	6.00%
Hawkeye Park Player Fees	240	-	-	31,800.00	17,434.00	(14,366.00)	54.82%
Police Gift	250	4,548.95	-	4,000.00	3,710.60	(289.40)	92.77%
Road Use Tax	260	6,185,703.15	6,309,244.00	8,205,480.00	6,281,647.40	(1,923,832.60)	76.55%
Police Seizure	270	423.75	9,710.60	7,700.00	4,700.15	(2,999.85)	61.04%
Tax Increment Financing	280	1,671,478.00	1,974,910.00	2,565,008.00	114,007.00	(2,451,001.00)	4.44%
Police and Fire Retirement	290	2,228,394.57	2,580,774.17	2,749,977.00	2,519,623.23	(230,353.77)	91.62%
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	35,631.42	41,770.78	57,000.00	43,168.08	(13,831.92)	75.73%
Park Dedication	440	-	-	-	-	-	
Sports Complex Foundation	445	-	-	-	-	-	
Ankeny Garden Club	446	53.30	3,640.00	1,000.00	-	(1,000.00)	0.00%
Miracle Park Fund	448	-	-	10,000.00	320.00	(9,680.00)	3.20%
Dog Park Trust Fund	449	5,432.44	-	-	-	-	
P&R Scholarship Fund	450	-	-	5,000.00	-	(5,000.00)	0.00%
Civic Trust Fund	484	-	-	-	-	-	
Debt Service	300	40,288,141.60	38,022,650.42	24,205,486.00	24,201,286.24	(4,199.76)	99.98%
Enterprise:							
Solid Waste	500	1,192,185.54	1,310,972.54	1,342,267.00	1,055,509.17	(286,757.83)	78.64%
Utility Deposits	505	171,585.00	155,535.00	183,000.00	151,600.00	(31,400.00)	82.84%
Water Operations	510	10,867,811.78	13,866,790.86	13,740,236.00	11,000,280.03	(2,739,955.97)	80.06%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	2,261,885.08	5,273,795.42	1,595,707.00	1,590,536.76	(5,170.24)	99.68%
Sewer Operations	550	15,682,283.02	9,250,821.92	14,184,223.00	8,475,280.76	(5,708,942.24)	59.75%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	698,087.50	4,076,287.50	-	-	-	
Storm Water	580	843,306.50	836,450.19	1,224,231.00	975,359.77	(248,871.23)	79.67%
Golf Course	590	1,491,559.00	1,755,171.77	2,172,121.00	1,738,186.13	(433,934.87)	80.02%
Capital Project:							
Utility Fund Capital Projects	6**	4,070,502.57	7,997,584.72	26,267,064.00	11,479,074.20	(14,787,989.80)	43.70%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	27,987,534.84	23,595,037.43	45,745,401.00	28,411,732.40	(17,333,668.60)	62.11%
Total Budgeted Expenditures		\$ 147,800,876.47	\$ 153,599,389.99	\$ 189,027,493.00	\$ 135,527,423.20	\$ (53,500,069.80)	71.70%
Internal Service:							
Revolving	710	\$ 1,004,042.19	\$ 1,364,108.72	\$ 1,624,378.00	\$ 1,336,391.11	\$ (287,986.89)	82.27%
Risk Management	720	1,754,405.96	1,250,301.56	2,579,161.00	1,657,451.66	(921,709.34)	64.26%
Health Insurance	730	3,879,564.17	4,771,845.17	5,277,000.00	4,608,782.38	(668,217.62)	87.34%
Sustainability Revolving Loan	770	-	-	-	-	-	
Economic Development Revolving	780	-	-	-	-	-	
Equipment Reserve	790	47,875.00	48,362.00	479,067.00	165,293.10	(313,773.90)	34.50%
Total Unbudgeted Expenditures		\$ 6,685,887.32	\$ 7,434,617.45	\$ 9,959,606.00	\$ 7,767,918.25	\$ (2,191,687.75)	77.99%
Total All Expenditures ⁽¹⁾		\$ 154,486,763.79	\$ 161,034,007.44	\$ 198,987,099.00	\$ 143,295,341.45	\$ (55,691,757.55)	72.01%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ May is 91.7% of the fiscal year.

City of Ankeny
Major Operating Funds
Detailed Revenue Summary
May 31, 2023

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of May 31, 2023	Over (under) Budget	Percent ⁽¹⁾
General Fund:						
Property Tax:						
General Property Tax	\$ 23,406,273	\$ 25,054,492	\$ 27,345,096	\$ 27,243,469	\$ (101,627)	99.63%
Ag Land Tax	13,090	12,960	13,000	12,711	(289)	97.77%
Airport Authority Levy	580,365	621,186	651,931	649,541	(2,390)	99.63%
Subtotal	\$ 23,999,728	\$ 25,688,638	\$ 28,010,027	\$ 27,905,720	\$ (104,307)	99.63%
Non-Property Taxes:						
Hotel/Motel Tax	\$ 834,306	\$ 1,527,170	\$ 1,924,000	\$ 2,119,476	\$ 195,476	110.16%
Mobile Home Tax	15,970	16,026	15,300	15,886	586	103.83%
Utility Replacement Tax	162,311	188,001	204,479	200,301	(4,178)	97.96%
Utility Franchise Tax	1,359,440	1,600,494	1,411,000	1,785,485	374,485	126.54%
Cable TV Franchise Tax	256,414	250,135	224,000	218,635	(5,365)	97.61%
Subtotal	\$ 2,628,441	\$ 3,581,827	\$ 3,778,779	\$ 4,339,784	\$ 561,005	114.85%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	\$ 12,711	\$ 119,059	\$ 65,000	\$ 61,425	\$ (3,575)	94.50%
Cigarette Permits	4,500	6,050	5,000	4,975	(25)	99.50%
Solicitor Licenses	7,345	8,870	7,000	8,955	1,955	127.93%
Miscellaneous Business Licenses	9,795	9,050	7,000	12,000	5,000	171.43%
Garbage Licenses	1,200	1,400	1,400	1,400	-	100.00%
Pet Licenses	44,039	41,450	35,000	39,550	4,550	113.00%
Fire Permits	8,885	5,113	3,000	15,480	12,480	516.00%
Code Enforcement Licenses & Permits:						
Alarm Permits	14,525	12,410	14,000	12,555	(1,445)	89.68%
Building Permits	2,333,174	2,069,033	1,577,000	1,671,000	94,000	105.96%
Electrical Permits	192,981	173,295	147,000	157,254	10,254	106.98%
Heating Permits	128,679	122,470	95,000	110,277	15,277	116.08%
Plumbing Permits	149,211	128,084	131,000	123,065	(7,935)	93.94%
Driveway Permits	22,985	16,680	9,000	11,990	2,990	133.22%
Sidewalk Permits	23,685	16,005	9,000	12,015	3,015	133.50%
Moving/Demolition Permits	450	325	100	75	(25)	75.00%
Fence & Oversize Permits	115,325	87,087	78,000	73,231	(4,769)	93.89%
Subtotal	\$ 3,069,489	\$ 2,816,381	\$ 2,183,500	\$ 2,315,246	\$ 131,746	106.03%
Use of Money and Property:						
Interest	\$ 367,184	\$ 214,311	\$ 2,200,000	\$ 2,594,821	\$ 394,821	117.95%
Commissions	414	19,015	7,600	7,303	(297)	96.09%
Advertising	1,550	-	-	-	-	-
Leases	46,525	43,632	44,879	40,926	(3,953)	91.19%
Community Centers Rental	39,777	81,268	77,000	76,300	(700)	99.09%
Park Shelter Rentals	18,985	24,861	18,000	20,803	2,803	115.57%
Sports Complex Rentals	96,612	123,567	88,000	90,929	2,929	103.33%
Aquatic Center Rentals	28,136	34,357	30,000	36,694	6,694	122.31%
Miscellaneous Rentals	3,628	27,584	50,000	77,675	27,675	155.35%
Subtotal	\$ 602,810	\$ 568,595	\$ 2,515,479	\$ 2,945,450	\$ 429,971	117.09%
Intergovernmental Revenue:						
Local:						
Fire Protection	\$ 340,823	\$ 359,911	\$ 418,000	\$ 221,688	\$ (196,312)	53.04%
School/Police Agreements	195,678	145,066	138,540	156,204	17,664	112.75%
County Library Contribution	135,316	150,776	185,284	185,284	-	100.00%
Other Local Contributions	31,958	42,900	77,095	54,244	(22,851)	70.36%
State:						
Commercial & Industrial Replacement	640,447	664,092	530,674	530,674	-	100.00%
Library Contribution	23,723	31,060	28,987	28,987	-	100.00%
Miscellaneous Grants	-	18,208	-	-	-	-
Federal:						
Public Safety Grants	1,807,313	174,663	45,000	64,802	19,802	144.00%
Subtotal	\$ 3,175,259	\$ 1,586,676	\$ 1,423,580	\$ 1,241,882	\$ (181,698)	87.24%
Service Charges:						
Police and Fire:						
Insurance Reports	\$ 8,325	\$ 8,643	\$ 9,000	\$ 8,005	\$ (995)	88.94%
Fire/Ambulance Reports	205	140	200	130	(70)	65.00%
False Alarm Fees	4,455	1,975	4,000	2,000	(2,000)	50.00%
Ambulance Charges	2,331,846	2,750,308	2,782,937	2,365,519	(417,418)	85.00%
Fingerprinting	5,013	14,175	15,000	11,452	(3,548)	76.35%
Towing Surcharge	2,290	1,920	2,000	2,200	200	110.00%
Plan Review Fees	17,075	40,435	20,000	23,300	3,300	116.50%
Parks and Recreation:						
Admissions	248,738	590,141	491,000	386,411	(104,589)	78.70%
Season Passes	383,366	476,049	458,000	309,182	(148,819)	67.51%
Special Population	3,867	1,851	-	-	-	-
Special Programs	62,776	154,535	128,000	147,664	19,664	115.36%
Rec Programs - Tax Exempt	298,889	515,901	448,000	539,985	91,985	120.53%
Swimming Lessons	98,960	125,497	112,000	115,772	3,772	103.37%

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of May 31, 2023	Over (under) Budget	Percent ⁽¹⁾
Dog Park Passes	39,026	33,604	37,000	25,429	(11,571)	68.73%
Housing and Subdivision:						
Housing Code	54,505	101,200	92,000	88,169	(3,831)	95.84%
Plan Review Fees	396,464	508,062	356,000	320,127	(35,873)	89.92%
Site Plan Review	12,030	18,300	11,000	14,580	3,580	132.55%
Zoning	7,990	6,380	6,000	5,405	(595)	90.08%
Subdivision Filing Fees	14,220	14,640	5,000	7,200	2,200	144.00%
Board of Adjustment Fees	4,920	3,120	3,000	3,600	600	120.00%
Architect Review Board Fees	4,910	6,305	4,000	3,760	(240)	94.00%
Miscellaneous Service Charges:						
Information Systems - Enterprise Funds	266,797	340,235	367,181	242,926	(124,255)	66.16%
Animal Impound Fees	752	3,680	7,000	3,123	(3,877)	44.61%
Copy Charges	4,712	8,890	8,000	9,517	1,517	118.96%
Miscellaneous Service Charges	13,645	11,700	10,345	9,550	(795)	92.32%
Subtotal	\$ 4,285,775	\$ 5,737,685	\$ 5,376,663	\$ 4,645,006	\$ (731,657)	86.39%
Other Revenues:						
Map Sales	\$ 25	\$ 30	\$ -	\$ 25	\$ 25	
Sales/Salvages	6,470	1,897	6,271	16,466	10,195	262.58%
Concessions	140,472	288,637	234,000	178,604	(55,396)	76.33%
Contributions-Private Sources	-	-	6,000	6,200	200	103.33%
Program Sponsorships	13,750	25,172	18,000	26,494	8,494	147.19%
Refunds/Rebates	3,851	14,592	-	1,796	1,796	
Prairie Ridge Maint Reimb	211,109	241,132	253,186	206,277	(46,909)	81.47%
Roadway Signage Reimb	797	6,625	-	16,385	16,385	
Police OT Reimb	3,361	18,229	12,000	11,936	(64)	99.47%
Court Fines	56,131	49,968	72,000	79,337	7,337	110.19%
Library Fines	19,374	20,924	20,000	17,166	(2,834)	85.83%
Miscellaneous Library Revenues	7,808	7,846	6,000	5,918	(82)	98.63%
Miscellaneous Revenues	110,363	20,529	17,210	33,613	16,403	195.31%
Overages/Shortages	971	2,045	-	753	753	
Subtotal	\$ 574,481	\$ 697,625	\$ 644,667	\$ 600,969	\$ (43,698)	93.22%
Fund Total	\$ 38,335,983	\$ 40,677,427	\$ 43,932,695	\$ 43,994,058	\$ 61,363	100.14%
Hotel/Motel Tax Fund						
Other Revenue:						
Interest	\$ 1,821	\$ 665	\$ 6,000	\$ -	\$ (6,000)	0.00%
Refunds/Reimbursements	27,718	2,000	2,000	2,000	-	100.00%
Fund Total	\$ 29,539	\$ 2,665	\$ 8,000	\$ 2,000	\$ (6,000)	25.00%
Road Use Tax Fund:						
Intergovernmental Revenue:						
Road Use Taxes	\$ 8,171,259	\$ 9,052,931	\$ 8,723,480	\$ 8,294,780	\$ (428,700)	95.09%
Interest	34,286	12,651	105,000	-	(105,000)	0.00%
Grants	-	4,735	-	-	-	
Salvage Sales	3,765	4,006	-	2,263	2,263	
Refunds	-	600	5,000	4,204	(796)	84.08%
Reimbursements	-	-	-	261	261	
Fund Total	\$ 8,209,310	\$ 9,074,923	\$ 8,833,480	\$ 8,301,509	\$ (531,972)	93.98%
Tax Increment Financing Fund:						
Property Tax:						
TIF District Urban Renewal I	\$ 8,126,830	\$ 8,365,424	\$ 9,417,017	\$ 8,974,756	\$ (442,261)	95.30%
TIF District Urban Renewal II	259,026	364,061	485,125	479,904	(5,221)	98.92%
TIF District Urban Renewal III	376,097	389,846	-	424,367	424,367	
Use of Money and Property:						
Interest	18,857	8,043	61,000	-	(61,000)	0.00%
Other Reimbursements	-	21,333	-	-	-	
Fund Total	\$ 8,780,810	\$ 9,148,707	\$ 9,963,142	\$ 9,879,027	\$ (84,115)	99.16%
Police and Fire Retirement Fund:						
Property Tax:						
General Property Tax	\$ 2,128,826	\$ 2,277,681	\$ 2,444,185	\$ 2,435,153	\$ (9,032)	99.63%
Non-property Taxes:						
Mobile Home Tax	1,420	1,422	1,000	1,387	387	138.72%
Utility Replacement Tax	14,399	16,678	17,851	17,487	(364)	97.96%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	56,814	58,911	46,307	46,307	-	100.00%
Grants	30,907	11,605	-	-	-	
School Police Agreements	16,843	26,036	26,064	26,824	760	102.92%
Use of Money and Property:						
Interest	3,755	950	6,000	-	(6,000)	0.00%
Other Revenue:						
Refunds/Reimbursements/Rebates	-	-	6,297	6,297	-	100.00%
Fund Total	\$ 2,252,963	\$ 2,393,282	\$ 2,547,704	\$ 2,533,455	\$ (14,249)	99.44%
Debt Service Fund:						
Property Tax:						
General Property Tax	\$ 13,540,664	\$ 14,253,678	\$ 14,625,463	\$ 14,571,905	\$ (53,558)	99.63%
Non-property Taxes:						
Mobile Home Tax	8,385	8,275	8,000	7,698	(302)	96.23%

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of May 31, 2023	Over (under) Budget	Percent ⁽¹⁾
Utility Replacement Tax	85,082	97,033	98,994	96,971	(2,023)	97.96%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	335,718	342,757	276,946	276,946	-	100.00%
Use of Money and Property:						
Interest	13,654	3,241	36,000	-	(36,000)	0.00%
Bond Proceeds	16,946,359	14,660,000	-	-	-	
Fund Total	\$ 30,929,862	\$ 29,364,984	\$ 15,045,403	\$ 14,953,520	\$ (91,883)	99.39%
Solid Waste Fund:						
Recycling Fees	\$ 1,013,951	\$ 1,163,983	1,333,000	1,216,504	(116,496)	91.26%
Service Charges	18,479	19,030	19,000	18,651	(349)	98.16%
Grants	-	-	210,320	-	(210,320)	0.00%
Interest	835	168	1,000	-	(1,000)	0.00%
Fund Total	\$ 1,033,265	\$ 1,183,182	\$ 1,563,320	\$ 1,235,155	\$ (328,165)	79.01%
Water Fund:						
Refunds	\$ 7,452	\$ 11,791	11,000	10,547	\$ (453)	95.88%
Sales Tax	501	(151)	-	28	28	
Excise Tax	854,186	904,784	1,077,000	896,463	(180,537)	83.24%
Cell Tower Lease	104,105	83,008	84,551	81,135	(3,416)	95.96%
Outside Billing	25,040	20,263	20,000	26,317	6,317	131.59%
Water Sales	12,019,100	12,712,319	14,389,155	12,655,443	(1,733,712)	87.95%
Hook Up Fees	708,238	329,793	200,000	178,552	(21,448)	89.28%
Meter Sales	568,996	477,374	500,000	402,421	(97,579)	80.48%
Temporary Water Sales	118,620	85,620	80,000	73,860	(6,140)	92.33%
Water Availability	3,131,602	3,344,757	3,479,262	3,259,575	(219,687)	93.69%
Service Charges	118,893	136,937	117,000	128,377	11,377	109.72%
Unapplied Credits	9,362	14,782	-	8,508	8,508	
Deposits	190,560	201,802	217,000	170,629	(46,371)	78.63%
Interest	11,503	4,750	24,000	-	(24,000)	0.00%
Miscellaneous	12,125	2,879	-	6,609	6,609	
Fund Total	\$ 17,880,284	\$ 18,330,708	\$ 20,198,968	\$ 17,898,463	\$ (2,300,505)	88.61%
Sewer Fund:						
Sales Tax	\$ 267,234	\$ 243,856	\$ 276,000	\$ 242,299	\$ (33,701)	87.79%
Refunds	1,704	-	-	53	53	
Miscellaneous	-	-	-	2,780	2,780	
Miscellaneous Service Charge	71,340	63,344	67,000	55,999	(11,001)	83.58%
Sewer Disposal Fee	1,435	-	-	-	-	
Sewer Usage	10,842,210	9,943,470	9,733,181	9,258,428	(474,753)	95.12%
Hook Up Fees	1,163,433	1,110,017	300,000	286,999	(13,001)	95.67%
Sewer Availability	6,527,031	6,385,182	6,255,055	5,856,352	(398,703)	93.63%
Interest	7,008	13,006	14,000	2,000	(12,000)	14.29%
Fund Total	\$ 18,881,394	\$ 17,758,874	\$ 16,645,236	\$ 15,704,910	\$ (940,326)	94.35%
Storm Water Fund						
Permits	\$ 131,131	\$ 101,620	\$ 75,000	\$ 86,220	\$ 11,220	114.96%
Interest	7,493	3,373	29,000	-	(29,000)	0.00%
Sales Tax	56,134	61,672	73,000	60,533	(12,467)	82.92%
Service Charges	3,031,004	3,245,895	3,400,521	3,122,214	(278,307)	91.82%
Miscellaneous	-	826	26,040	14,059	(11,982)	53.99%
Fund Total	\$ 3,225,762	\$ 3,413,386	\$ 3,603,561	\$ 3,283,025	\$ (320,536)	91.11%
Golf Course Fund:						
Refunds	\$ 1,748	\$ 1,980	\$ 1,000	\$ 1,172	\$ 172	117.23%
Rebates	128	-	-	-	-	
Commissions	-	2,123	1,000	1,031	31	103.10%
Miscellaneous Service Charges	9,419	21,486	23,000	23,147	147	100.64%
Gift Certificates	5,161	9,425	-	2,111	2,111	
Driving Range	198,423	183,347	183,000	170,481	(12,519)	93.16%
Rec Program Fees	22,296	25,074	22,000	27,161	5,161	123.46%
Overages (Shortages)	(394)	(37)	-	(1,127)	(1,127)	
Food and Beverage Sales	134,467	242,698	242,000	246,499	4,499	101.86%
Clubhouse and Banquet Rental	25,162	30,610	30,000	25,949	(4,051)	86.50%
Alcoholic Beverage Sales	204,177	286,436	286,000	268,041	(17,959)	93.72%
Season Passes	97,094	114,336	97,000	103,694	6,694	106.90%
Greens Fees	567,382	662,097	662,000	620,891	(41,109)	93.79%
Merchandise Sales	103,715	115,259	115,000	121,860	6,860	105.97%
Cart Rental	341,504	398,453	398,000	370,866	(27,134)	93.18%
Equipment Rental	1,258	2,877	3,000	3,074	74	102.45%
Salvage Sales	91	-	-	-	-	
Sales Tax	36,320	42,081	40,000	38,984	(1,016)	97.46%
Miscellaneous Revenue	58,305	84,767	95,000	81,717	(13,283)	86.02%
Interest	2,245	1,366	15,000	-	(15,000)	0.00%
Other Reimbursement	-	-	-	-	-	
Fund Total	\$ 1,808,499	\$ 2,224,379	\$ 2,213,000	\$ 2,105,550	\$ (107,450)	95.14%
Total - Major Operating Funds	<u>\$ 131,367,670</u>	<u>\$ 133,572,517</u>	<u>\$ 124,554,509</u>	<u>\$ 119,890,672</u>	<u>\$ (4,663,837)</u>	96.26%

⁽¹⁾ May is 91.7% of the fiscal year.

City of Ankeny
Major Operating Funds
Budget versus Actual
May 31, 2023

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
General Fund									
Public Safety:									
Police Administration	1111	\$ 17,745	\$ 18,870	\$ 1,125	106%	\$ 1,929,753	\$ 1,679,184	\$ (250,569)	87%
Police Operations	1112	271,282	317,881	46,599	117%	7,589,888	6,355,076	(1,234,812)	84%
Police Support Services	1114	45,949	36,961	(8,988)	80%	2,704,305	2,445,833	(258,472)	90%
Crossing Guards	1119	-	-	-	N/A	112,504	92,270	(20,234)	82%
Emergency Preparedness	1140	-	-	-	N/A	60,944	56,064	(4,880)	92%
Fire Support	1141	445,599	265,572	(180,027)	60%	1,381,955	1,179,903	(202,052)	85%
Fire Suppression	1142	4,143	3,944	(199)	95%	3,441,236	3,043,453	(397,783)	88%
Emergency Medical Services	1144	2,783,937	2,375,519	(408,418)	85%	6,303,138	4,989,250	(1,313,888)	79%
Code Enforcement	1460	2,427,100	2,506,726	79,626	103%	2,124,965	1,912,160	(212,805)	90%
Animal Control	2224	7,000	3,123	(3,877)	45%	31,000	24,166	(6,834)	78%
Subtotal		\$ 6,002,755	\$ 5,528,595	\$ (474,160)	92%	\$ 25,679,688	\$ 21,777,359	\$ (3,902,329)	85%
Culture & Recreation:									
Library	2331	\$ 298,971	\$ 324,204	\$ 25,233	108%	\$ 2,617,123	\$ 2,353,949	\$ (263,174)	90%
Park Administration	2440	60,000	51,284	(8,716)	85%	358,198	317,095	(41,103)	89%
Park Maintenance	2441	-	162	162	N/A	2,107,423	1,507,992	(599,431)	72%
Recreation Programs	2442	520,000	629,204	109,204	121%	901,025	816,518	(84,507)	91%
Community Centers	2443	179,000	207,192	28,192	116%	561,885	444,040	(117,845)	79%
Aquatic Centers	2444	1,258,500	951,988	(306,512)	76%	1,706,651	1,036,794	(669,857)	61%
Prairie Ridge Sports Complex	2445	367,932	326,691	(41,241)	89%	1,153,114	901,969	(251,145)	78%
Hawkeye Concessions	2446	58,300	51,734	(6,566)	89%	77,149	52,738	(24,411)	68%
Cemetery	3547	-	-	-	N/A	600	-	(600)	0%
Subtotal		\$ 2,742,703	\$ 2,542,458	\$ (200,245)	93%	\$ 9,483,168	\$ 7,431,094	\$ (2,052,074)	78%
Public Works:									
Airport Authority	3548	\$ 669,343	\$ 666,926	\$ (2,417)	100%	\$ 669,455	\$ 669,455	\$ 0	100%
Subtotal		\$ 669,343	\$ 666,926	\$ (2,417)	100%	\$ 669,455	\$ 669,455	\$ 0	100%
Community & Economic Development:									
Development Engineering	3545	\$ 68,000	\$ 78,941	\$ 10,941	116%	\$ 1,023,021	\$ 939,281	\$ (83,740)	92%
Housing Authority	3648	-	-	-	N/A	33,454	28,454	(5,000)	85%
Economic Development	4886	-	-	-	N/A	460,621	325,628	(134,993)	71%
Community Development	4887	30,000	36,557	6,557	122%	1,186,089	1,047,913	(138,176)	88%
Subtotal		\$ 98,000	\$ 115,498	\$ 17,498	118%	\$ 2,703,185	\$ 2,341,277	\$ (361,908)	87%
General Government:									
Communications	2335	\$ -	\$ -	\$ -	N/A	\$ 457,640	\$ 398,698	\$ (58,942)	87%
Mayor and City Council	4881	-	-	-	N/A	220,926	199,497	(21,429)	90%
Human Resources	4882	-	-	-	N/A	517,409	437,064	(80,345)	84%
City Manager	4883	-	315	315	N/A	1,128,041	932,885	(195,156)	83%
City Clerk	4884	120,400	128,473	8,073	107%	473,986	419,403	(54,583)	88%
Finance	4885	33,924,442	34,760,996	836,554	102%	559,531	505,321	(54,210)	90%
Information Technology	4889	375,052	250,797	(124,255)	67%	1,468,715	1,223,859	(244,856)	83%
City Hall Building	4891	-	-	-	N/A	89,914	62,057	(27,857)	69%
Subtotal		\$ 34,419,894	\$ 35,140,580	\$ 720,686	102%	\$ 4,916,162	\$ 4,178,783	\$ (737,379)	85%
Total General Fund		\$ 43,932,695	\$ 43,994,058	\$ 61,363	100%	\$ 43,451,658	\$ 36,397,970	\$ (7,053,688)	84%
Hotel/Motel Tax Fund									
Community and Economic Development	2233	\$ 8,000	\$ 2,000	\$ (6,000)	25%	\$ 1,274,134	\$ 1,065,698	\$ (208,436)	84%
Road Use Tax Fund									
Public Works:									
Street Lighting	1260	\$ -	\$ -	\$ -	N/A	\$ 702,000	\$ 601,292	\$ (100,708)	86%
Roadway Administration	3261	8,833,480	8,301,247	(532,233)	94%	1,925,669	1,628,201	(297,468)	85%
Roadway Maintenance	3262	-	261	261	N/A	2,845,426	2,311,444	(533,982)	81%
Snow and Ice Control	3263	-	-	-	N/A	1,204,872	654,399	(550,473)	54%
Traffic Safety	3265	-	-	-	N/A	1,527,513	1,086,311	(441,202)	71%
Total Road Use Tax Fund		\$ 8,833,480	\$ 8,301,509	\$ (531,972)	94%	\$ 8,205,480	\$ 6,281,647	\$ (1,923,833)	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>
Tax Increment Financing									
Community and Economic Development	4280	\$ 9,963,142	\$ 9,879,027	\$ (84,115)	99%	\$ 2,565,008	\$ 114,007	\$ (2,451,001)	4%
Police and Fire Retirement									
Public Safety:	4290	\$ 2,547,704	\$ 2,533,455	\$ (14,249)	99%	\$ 2,749,977	\$ 2,519,623	\$ (230,354)	92%
Debt Service									
Debt Service:	4300	\$ 15,045,403	\$ 14,953,520	\$ (91,883)	99%	\$ 24,205,486	\$ 24,201,286	\$ (4,200)	100%
Solid Waste									
Enterprise:	3500	\$ 1,563,320	\$ 1,235,155	\$ (328,165)	79%	\$ 1,342,267	\$ 1,055,509	\$ (286,758)	79%
Water									
Enterprise:									
Utility Deposits	3505	\$ 217,000	\$ 170,629	\$ (46,371)	79%	\$ 183,000	\$ 151,600	\$ (31,400)	83%
Water Administration	3510	19,981,968	17,727,834	(2,254,134)	89%	11,251,302	8,911,505	(2,339,797)	79%
Water Maintenance	3512	-	-	-	N/A	2,488,934	2,088,775	(400,159)	84%
Water Improvement	3520	-	-	-	N/A	-	-	-	N/A
Water Sinking	3530	-	-	-	N/A	1,595,707	1,590,537	(5,170)	100%
Total Water Fund		\$ 20,198,968	\$ 17,898,463	\$ (2,300,505)	89%	\$ 15,518,943	\$ 12,742,417	\$ (2,776,526)	82%
Sewer									
Enterprise:									
Wastewater Administration	3550	\$ 16,645,236	\$ 15,704,910	\$ (940,326)	94%	\$ 12,788,134	\$ 7,373,206	\$ (5,414,928)	58%
Wastewater Operations	3552	-	-	-	N/A	1,396,089	1,102,075	(294,014)	79%
Sewer Improvement	3560	-	-	-	N/A	-	-	-	N/A
Sewer Sinking	3570	-	-	-	N/A	-	-	-	N/A
Total Sewer Fund		\$ 16,645,236	\$ 15,704,910	\$ (940,326)	94%	\$ 14,184,223	\$ 8,475,281	\$ (5,708,942)	60%
Storm Water									
Enterprise:									
Storm Water Administration	3580	\$ 3,603,561	\$ 3,283,025	\$ (320,536)	91%	\$ 1,003,159	\$ 833,802	\$ (169,357)	83%
Street Cleaning	3584	-	-	-	N/A	221,072	141,557	(79,515)	64%
Total Storm Water Fund		\$ 3,603,561	\$ 3,283,025	\$ (320,536)	91%	\$ 1,224,231	\$ 975,360	\$ (248,871)	80%
Golf Course									
Enterprise:									
Golf Course Maintenance	2591	\$ 1,000	\$ 1,172	\$ 172	117%	\$ 759,327	\$ 579,711	\$ (179,616)	76%
Golf Course Pro Shop	2592	1,539,000	1,463,759	(75,241)	95%	677,681	578,053	(99,628)	85%
Golf Course Banquet Services	2595	673,000	640,619	(32,381)	95%	735,113	580,422	(154,691)	79%
Total Golf Course Fund		\$ 2,213,000	\$ 2,105,550	\$ (107,450)	95%	\$ 2,172,121	\$ 1,738,186	\$ (433,935)	80%
Total		\$ 124,554,509	\$ 119,890,672	\$ (4,663,837)	96%	\$ 116,893,528	\$ 95,566,984	\$ (21,326,544)	82%

City of Ankeny
Investment Schedule
May 2023

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, 2023
Capital Projects													
291727	IPAIT	CD	CD	0.200%	9/24/2021	9/24/2022	365	\$ 4,000,000.00	\$ -	\$ -	\$ 8,000.00	\$ 4,000,000.00	\$ -
22362	South Story Bank & Trust	CD	CD	0.350%	11/8/2021	11/8/2022	365	2,000,000.00	-	-	7,138.09	2,000,000.00	-
313-91634	RBC Wealth Management	T-Note	T-Note	1.574%	5/16/2022	12/31/2022	229	10,000,000.00	79,834.25	34,231.20	98,434.55	10,034,231.20	-
900008222	Northwest Bank	CD	CD	0.300%	2/7/2022	2/7/2023	365	3,000,000.00	-	-	9,000.00	3,000,000.00	-
313-91634	RBC Wealth Management	T-Note	T-Note	2.844%	8/17/2022	2/28/2023	195	5,000,000.00	2,887.23	(71,537.36)	74,900.13	4,928,462.64	-
313-91634	RBC Wealth Management	T-Bill	T-Bill	4.024%	11/14/2022	4/6/2023	143	2,000,000.00	-	(31,042.26)	31,042.26	1,968,957.74	-
	Robert W. Baird & Co.	T-Bill	T-Bill	4.684%	1/4/2023	6/29/2023	176	5,000,000.00	-	(110,436.09)	-	-	4,889,563.91
433087201	US Bank	CD	CD	3.050%	8/22/2022	8/17/2023	360	5,000,000.00	-	-	-	-	5,000,000.00
	Robert W. Baird & Co.	T-Note	T-Note	4.683%	1/4/2023	8/31/2023	239	5,000,000.00	23,929.56	(105,079.71)	-	-	4,918,849.85
	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	4,000,000.00	-	-	-	-	4,000,000.00
313-91634	RBC Wealth Management	T-Note	T-Note	4.464%	4/10/2023	2/29/2024	325	2,000,000.00	5,292.12	(35,787.50)	-	-	1,969,504.62
313-91634	RBC Wealth Management	T-Note	T-Note	4.855%	2/8/2023	2/29/2024	386	3,000,000.00	20,013.81	(101,231.25)	2,486.19	-	2,898,768.75
313-91634	RBC Wealth Management	T-Note	T-Note	5.060%	3/1/2023	5/31/2024	457	5,000,000.00	31,250.00	(150,726.56)	-	-	4,880,523.44
	IPAIT	CD	CD	4.550%	2/1/2023	8/5/2024	551	3,000,000.00	-	-	-	-	3,000,000.00
Subtotal								\$ 58,000,000.00	\$ 163,206.97	\$ (571,609.53)	\$ 231,001.22	\$ 25,931,651.58	\$ 31,557,210.57
Equipment Reserve													
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
Subtotal								\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
General Funds													
291878	IPAIT	CD	CD	0.140%	10/14/2021	7/11/2022	270	\$ 3,000,000.00	\$ -	\$ -	\$ 3,106.85	\$ 3,000,000.00	\$ -
	Robert W. Baird & Co.	Toyota Motor	Commercial Paper	0.321%	12/13/2021	9/6/2022	267	2,992,880.01	-	-	7,387.30	2,992,880.01	-
313-91634	RBC Wealth Management	Natixis	Commercial Paper	0.723%	2/8/2022	10/6/2022	240	4,976,000.00	-	-	24,000.00	4,976,000.00	-
260001405	Community State	CD	CD	0.220%	4/14/2022	10/13/2022	182	3,000,000.00	-	-	3,290.96	3,000,000.00	-
313-91634	RBC Wealth Management	MUFG Bank	Commercial Paper	1.584%	4/20/2022	10/17/2022	180	2,976,750.00	-	-	23,250.47	2,976,750.00	-
1279250-1	IPAIT	CD	CD	1.050%	5/6/2022	11/2/2022	180	4,000,000.00	-	-	20,740.40	4,000,000.00	-
313-91634	RBC Wealth Management	T-Note	T-Note	0.677%	2/7/2022	11/30/2022	296	5,000,000.00	-	53,345.22	(3,345.22)	5,000,000.00	-
313-91634	RBC Wealth Management	T-Note	T-Note	0.938%	2/11/2022	12/31/2022	323	3,000,000.00	435.08	(21,399.37)	24,714.29	2,978,600.63	-
22378	South Story Bank & Trust	CD	CD	0.300%	2/4/2022	2/4/2023	365	2,000,000.00	-	-	6,037.48	2,000,000.00	-
3000595287	Lincoln Savings Bank	CD	CD	0.570%	2/7/2022	2/7/2023	365	3,000,000.00	-	-	17,169.68	3,000,000.00	-
39246-101	IPAIT	T-Note	T-Note	1.810%	5/6/2022	2/28/2023	298	10,135,000.00	2,306.54	(137,376.76)	147,738.98	9,997,623.24	-
313-91634	RBC Wealth Management	Natixis	Commercial Paper	4.255%	10/6/2022	3/27/2023	172	4,900,383.34	-	-	99,616.66	4,900,383.34	-
313-91634	RBC Wealth Management	T-Note	T-Note	2.544%	7/6/2022	3/31/2023	268	5,000,000.00	19,877.05	(37,628.10)	92,751.45	4,962,371.90	-
145636	First National Bank	CD	CD	4.150%	10/14/2022	4/14/2023	182	3,000,000.00	-	-	62,400.57	3,000,000.00	-
313-91634	RBC Wealth Management	T-Note	T-Note	2.524%	6/14/2022	4/15/2023	305	5,000,000.00	2,049.18	(93,037.18)	103,488.00	4,906,962.82	-
313-91634	RBC Wealth Management	MUFG Bank	Commercial Paper	4.842%	10/18/2022	5/30/2023	224	2,912,266.67	-	-	87,733.33	2,912,266.67	-
	Robert W. Baird & Co.	Toyota Motor	Commercial Paper	4.039%	9/8/2022	6/5/2023	270	2,911,800.00	-	-	-	-	2,911,800.00
313-91634	RBC Wealth Management	T-Note	T-Note	4.546%	12/1/2022	6/30/2023	211	5,000,000.00	2,615.49	(124,513.59)	509.51	-	4,875,486.41
3001008015	Lincoln Savings Bank	CD	CD	2.950%	8/17/2022	8/17/2023	365	5,000,000.00	-	-	-	-	5,000,000.00
1302693-1	IPAIT	CD	CD	4.200%	9/29/2022	9/29/2023	365	5,000,000.00	-	-	-	-	5,000,000.00
313-91634	RBC Wealth Management	T-Note	T-Note	4.890%	2/10/2023	11/30/2023	293	3,000,000.00	2,967.03	(101,721.57)	-	-	2,901,245.46
313-91634	RBC Wealth Management	Natixis	Commercial Paper	5.181%	3/28/2023	12/4/2023	251	4,825,694.45	-	-	-	-	4,825,694.45
3001042013	Lincoln Savings Bank	CD	CD	4.800%	1/31/2023	1/31/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
260002163	Community State	CD	CD	4.910%	1/31/2023	1/31/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
1302693-1	IPAIT	CD	CD	5.060%	2/28/2023	2/28/2024	365	10,000,000.00	-	-	-	-	10,000,000.00
313-91634	RBC Wealth Management	T-Note	T-Note	4.597%	4/3/2023	3/31/2024	363	5,000,000.00	922.13	(111,621.90)	-	-	4,889,300.23
313-91634	RBC Wealth Management	T-Note	T-Note	4.596%	4/17/2023	4/30/2024	379	5,000,000.00	52,209.94	(116,242.20)	4,040.06	-	4,883,757.80
3000907325	Lincoln Savings Bank	MM	Money market	4.250%	N/A	N/A	MM	15,066,432.42	-	-	291,163.03	5,000,000.00	10,066,432.42
39246-101	IPAIT	MM	Money market	4.788%	N/A	N/A	MM	39,791,608.66	-	-	643,939.90	18,000,000.00	21,791,608.66
	Farmers State Bank	MM	Money market	4.830%	N/A	N/A	MM	24,863,366.00	-	-	780,411.85	-	24,863,366.00
Subtotal								\$ 194,352,181.55	\$ 83,382.44	\$ (690,195.45)	\$ 2,440,145.55	\$ 87,603,838.61	\$ 106,008,691.43

City of Ankeny
Investment Schedule
May 2023

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, 2023
Police/Fire Pension													
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Subtotal								\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Sewer Improvement Fund													
291599	IPAIT	CD	CD	0.200%	9/23/2021	9/23/2022	365	\$ 1,000,000.00	\$ -	\$ -	\$ 2,000.00	\$ 1,000,000.00	\$ -
260001432	Community State	CD	CD	1.200%	6/7/2022	6/7/2023	365	500,000.00	-	-	-	-	500,000.00
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	500,000.00	-	-	-	-	500,000.00
	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	1,000,000.00	-	-	-	-	1,000,000.00
Subtotal								\$ 3,000,000.00	\$ -	\$ -	\$ 2,000.00	\$ 1,000,000.00	\$ 2,000,000.00
Water Fund													
260001432	Community State	CD	CD	1.200%	6/7/2022	6/7/2023	365	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Subtotal								\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Total Investments								\$ 258,852,181.55	\$ 246,589.41	\$ (1,261,804.98)	\$ 2,673,146.77	\$ 114,535,490.19	\$ 143,065,902.00
<u>Totals by Institution</u>													
Bank of the West								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bankers Trust								5,000,000.00	-	-	-	-	5,000,000.00
BNP Paribas								-	-	-	-	-	-
Community State								9,500,000.00	-	-	3,290.96	3,000,000.00	6,500,000.00
Farmers State Bank								24,863,366.00	-	-	780,411.85	-	24,863,366.00
First Interstate Bank								-	-	-	-	-	-
First National Bank								3,000,000.00	-	-	62,400.57	3,000,000.00	-
Great Southern Bank								-	-	-	-	-	-
IPAIT								79,926,608.66	2,306.54	(137,376.76)	825,526.13	39,997,623.24	39,791,608.66
Lincoln Savings Bank								25,066,432.42	-	-	308,332.71	8,000,000.00	17,066,432.42
Northwest Bank								3,000,000.00	-	-	9,000.00	3,000,000.00	-
RBC Wealth Management								83,591,094.46	220,353.31	(908,912.42)	663,621.68	50,544,986.94	32,124,281.16
Robert W. Baird & Co.								15,904,680.01	23,929.56	(215,515.80)	7,387.30	2,992,880.01	12,720,213.76
Two Rivers Bank								-	-	-	-	-	-
South Story Bank & Trust								4,000,000.00	-	-	13,175.57	4,000,000.00	-
US Bank								5,000,000.00	-	-	-	-	5,000,000.00
Wells Fargo								-	-	-	-	-	-
Total								\$ 258,852,181.55	\$ 246,589.41	\$ (1,261,804.98)	\$ 2,673,146.77	\$ 114,535,490.19	\$ 143,065,902.00
<u>Totals by Type</u>													
CD								\$ 69,500,000.00	\$ -	\$ -	\$ 138,884.03	\$ 28,000,000.00	\$ 41,500,000.00
Commercial paper								26,495,774.47	-	-	241,987.76	18,758,280.02	7,737,494.45
Money market								79,721,407.08	-	-	1,715,514.78	23,000,000.00	56,721,407.08
T-Bill								7,000,000.00	-	(141,478.35)	31,042.26	1,968,957.74	4,889,563.91
T-Note								76,135,000.00	246,589.41	(1,120,326.63)	545,717.94	42,808,252.43	32,217,436.56
								\$ 258,852,181.55	\$ 246,589.41	\$ (1,261,804.98)	\$ 2,673,146.77	\$ 114,535,490.19	\$ 143,065,902.00



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Building Permit Report for May 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 May 2023 Building Permit Report

City of Ankeny
Building Permit Report
Month of May 2023

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	May-23		May-22		1/1/2023-5/31/2023		1/1/2022-5/31/2022		7/1/2022-5/31/2023	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	61	\$19,419,684	47	\$13,855,526	184	\$58,486,683	243	\$71,671,608	365	\$120,860,971
New Single Family Attached/Duplex	51	\$13,027,767	36	\$8,194,247	148	\$37,288,178	97	\$23,031,452	335	\$80,952,519
New Multi - Family	0	\$0	2	\$2,922,188	1	\$7,270,821	4	\$9,429,842	49	\$37,888,304
Total New Residential Permits	112	\$32,447,451	85	\$24,971,961	333	\$103,045,682	344	\$104,132,902	749	\$239,701,794
Additions/Alterations/Other (1)	90	\$771,113	111	\$1,272,449	315	\$3,896,045	351	\$4,637,895	726	\$9,602,091
Total New Dwelling Units	112		113		383		394		925	
NON-RESIDENTIAL										
New Commercial	3	\$17,006,420	5	\$13,541,450	10	\$31,523,558	15	\$90,856,795	23	\$109,561,642
COM Additions/Alterations/Other	8	\$7,737,712	10	\$2,777,486	43	\$13,422,407	50	\$10,110,983	88	\$21,171,355
New Church	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
CHR Additions/Alterations/Other	0	\$0	1	\$5,080	1	\$17,000	1	\$5,080	3	\$371,800
New School	0	\$0	0	\$0	1	\$70,000	0	\$0	1	\$70,000
SCH Additions/Alterations/Other	1	\$100,000	0	\$0	2	\$160,913	3	\$40,550	2	\$160,913
Total Non Residential Permits	12	\$24,844,132	16	\$16,324,016	57	\$45,193,878	69	\$101,013,408	117	\$131,335,710
MISC PERMITS (2)	105	\$69,405	136	\$204,840	324	\$343,269	412	\$720,230	757	\$819,963
TOTALS	319	\$58,132,101	348	\$42,773,266	1029	\$152,478,874	1176	\$210,504,435	2349	\$381,459,558

(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 2023

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	5/1/2023	\$448,364	23-2184-NEW	512 SW Camden Dr	Strahan Construction Inc.	Strahan Construction
Single Family Detached	New Building	5/3/2023	\$452,754	23-2080-NEW	1607 SW Des Moines St	Caliber Homes	Caliber Homes
Single Family Detached	New Building	5/4/2023	\$292,319	23-2071-NEW	504 NE 57th Ct	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	5/4/2023	\$285,526	23-2073-NEW	508 NE 57th Ct	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	5/4/2023	\$289,901	23-2074-NEW	422 NE 57th Ct	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	5/4/2023	\$299,719	23-2075-NEW	511 NE 57th Ct	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	5/4/2023	\$369,383	23-2112-NEW	505 SW 15th St	Ironcrest Homes	Ironcrest Homes
Single Family Detached	New Building	5/4/2023	\$333,847	23-2248-NEW	727 NE Doe Pointe Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	5/4/2023	\$311,069	23-2249-NEW	723 NE Doe Pointe Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	5/4/2023	\$305,764	23-2251-NEW	719 NE Doe Pointe Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	5/4/2023	\$348,538	23-2254-NEW	715 NE Doe Pointe Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	5/5/2023	\$369,262	23-2113-NEW	302 SW 16th St	Ironcrest Homes	Ironcrest Homes
Single Family Detached	New Building	5/8/2023	\$376,244	23-1350-NEW	2805 NW 28th St	Kyanite Design & Build	Kyanite Design & Build
Single Family Detached	New Building	5/8/2023	\$302,502	23-1545-NEW	2704 NW Beechwood St	Benchmark Builders Iowa	Benchmark Builders Iowa
Single Family Detached	New Building	5/8/2023	\$335,226	23-2174-NEW	238 NE 62nd St	Caliber Homes	Caliber Homes
Single Family Detached	New Building	5/8/2023	\$359,305	23-2185-NEW	2712 NW Boulder Point Pl	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	5/8/2023	\$342,351	23-2193-NEW	4719 NW 13th St	Sage Homes Inc	Sage Homes Inc
Single Family Detached	New Building	5/9/2023	\$253,051	23-2247-NEW	615 NE Oak Ridge Dr	Genesis Homes Inc	Genesis Homes Of Iowa
Single Family Detached	New Building	5/9/2023	\$288,227	23-2250-NEW	619 NE Oak Ridge Dr	Genesis Homes Inc	Genesis Homes Of Iowa
Single Family Detached	New Building	5/11/2023	\$258,873	23-2390-NEW	6205 NE Grant Ln	Harvest Ridge Builders	Harvester Ridge Builders
Single Family Detached	New Building	5/11/2023	\$355,652	23-2405-NEW	4308 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	5/11/2023	\$306,051	23-2407-NEW	4304 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	5/12/2023	\$252,884	23-2408-NEW	3001 NW Countrywood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	5/15/2023	\$358,275	23-2210-NEW	2825 NW Westwood Ct	MJ Properties	MJ Properties
Single Family Detached	New Building	5/15/2023	\$231,195	23-2307-NEW	602 NE Meadow Landing Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	5/15/2023	\$261,584	23-2308-NEW	606 NE Meadow Landing Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	5/15/2023	\$256,413	23-2316-NEW	609 NE Meadow Landing Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	5/15/2023	\$271,227	23-2320-NEW	613 NE Meadow Landing Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	5/18/2023	\$283,282	23-1770-NEW	3219 NW 27th Cir	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	New Building	5/19/2023	\$278,548	23-2886-NEW	6204 NE Oak Ln	Harvest Ridge Builders	Harvester Ridge Builders
Single Family Detached	New Building	5/22/2023	\$310,922	23-2774-NEW	3512 NW 25th St	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	5/22/2023	\$375,873	23-2775-NEW	3402 NW 27th St	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	5/23/2023	\$336,958	23-2777-NEW	722 NE Country Meadow Dr	DS Solid Construction	DS Solid Construction
Single Family Detached	New Building	5/23/2023	\$339,502	23-2778-NEW	720 NE Doe Pointe Dr	DS Solid Construction	DS Solid Construction
Single Family Detached	New Building	5/23/2023	\$339,199	23-2781-NEW	726 NE Country Meadow Dr	DS Solid Construction	DS Solid Construction
Single Family Detached	New Building	5/23/2023	\$339,462	23-2796-NEW	729 NE Country Meadow Dr	DS Solid Construction	DS Solid Construction
Single Family Detached	New Building	5/23/2023	\$338,758	23-2804-NEW	728 NE Doe Pointe Dr	DS Solid Construction	DS Solid Construction
Single Family Detached	New Building	5/23/2023	\$338,758	23-2809-NEW	725 NE Country Meadow Dr	DS Solid Construction	DS Solid Construction
Single Family Detached	New Building	5/23/2023	\$336,798	23-2811-NEW	724 NE Doe Pointe Dr	DS Solid Construction	DS Solid Construction
Single Family Detached	New Building	5/23/2023	\$338,758	23-2833-NEW	716 NE Doe Pointe Dr	DS Solid Construction	DS Solid Construction
Single Family Detached	New Building	5/23/2023	\$251,615	23-2910-NEW	4203 NW 12th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	5/24/2023	\$261,429	23-2827-NEW	704 NE Deerfield Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	5/24/2023	\$314,291	23-2845-NEW	2604 NW 23rd ST	Jerry's Homes Inc	Jerry's Homes Inc

Single Family Detached	New Building	5/24/2023	\$315,066	23-2846-NEW	2601 NW 25th St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	5/24/2023	\$314,291	23-2847-NEW	2605 NW 25th St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	5/24/2023	\$330,188	23-2849-NEW	2305 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	5/24/2023	\$292,259	23-2850-NEW	2403 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	5/24/2023	\$315,066	23-2852-NEW	2407 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	5/24/2023	\$330,188	23-2853-NEW	2411 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	5/25/2023	\$413,019	23-2088-NEW	3604 NW 28th St	Candor Homes	Candor Homes
Single Family Detached	New Building	5/25/2023	\$292,802	23-2477-NEW	718 NE Country Meadow Dr	Elevated Builders	Elevated Builders
Single Family Detached	New Building	5/25/2023	\$421,778	23-2885-NEW	1011 NE 59th Ct	Kimberley Development Corp	Kimberley Development Corp
Single Family Detached	New Building	5/30/2023	\$305,764	23-2916-NEW	3614 NW 27th St	Greenland Homes	Greenland Homes
Single Family Detached	New Building	5/30/2023	\$322,278	23-2918-NEW	3610 NW 27th St	Greenland Homes	Greenland Homes
Single Family Detached	New Building	5/30/2023	\$231,195	23-2919-NEW	4410 NW 13th St	Greenland Homes	Greenland Homes
Single Family Detached	New Building	5/30/2023	\$325,082	23-3018-NEW	2708 NW Boulder Point Pl	Greenland Homes	Greenland Homes
Single Family Detached	New Building	5/30/2023	\$264,048	23-3023-NEW	4319 NW 13th St	Greenland Homes	Greenland Homes
Single Family Detached	New Building	5/31/2023	\$403,698	23-2977-NEW	2808 NW 27th St	Meadowbrook Homes	Meadowbrook Homes
Single Family Detached	New Building	5/31/2023	\$243,544	23-3076-NEW	4210 NW 13th St	Sage Homes	Sage Homes
Single Family Detached	New Building	5/31/2023	\$296,144	23-3077-NEW	4206 NW 13th St	Sage Homes	Sage Homes
Single Family Detached	New Building	5/31/2023	\$303,615	23-3128-NEW	4309 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	5/2/2023	\$250,807	23-2021-NEW	202 NE Whitetail Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/2/2023	\$248,675	23-2189-NEW	206 NE Whitetail Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/2/2023	\$250,787	23-2190-NEW	210 NE Whitetail Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/2/2023	\$248,675	23-2191-NEW	214 NE Whitetail Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/2/2023	\$250,807	23-2192-NEW	218 NE Whitetail Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/2/2023	\$250,807	23-2018-NEW	203 NE Whitetail Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/2/2023	\$248,675	23-2198-NEW	207 NE Whitetail Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/2/2023	\$250,787	23-2199-NEW	211 NE Whitetail Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/2/2023	\$248,675	23-2200-NEW	215 NE Whitetail Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/2/2023	\$250,807	23-2201-NEW	219 NE Whitetail Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/9/2023	\$286,443	23-2259-NEW	203 NE Country Meadow Ln	Genesis Homes Inc	Genesis Homes Of Iowa
Single Family Attached	New Building	5/9/2023	\$284,289	23-2541-NEW	207 NE Country Meadow Ln	Genesis Homes Inc	Genesis Homes Of Iowa
Single Family Attached	New Building	5/9/2023	\$283,859	23-2542-NEW	211 NE Country Meadow Ln	Genesis Homes Inc	Genesis Homes Of Iowa
Single Family Attached	New Building	5/9/2023	\$284,657	23-2543-NEW	215 NE Country Meadow Ln	Genesis Homes Inc	Genesis Homes Of Iowa
Single Family Attached	New Building	5/15/2023	\$251,259	23-2280-NEW	3951 NE 2nd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/15/2023	\$248,675	23-2635-NEW	3955 NE 2nd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/15/2023	\$250,787	23-2636-NEW	3959 NE 2nd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/15/2023	\$248,675	23-2637-NEW	3963 NE 2nd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/15/2023	\$251,259	23-2638-NEW	3967 NE 2nd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/15/2023	\$251,259	23-2276-NEW	4005 NE 2nd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/15/2023	\$248,675	23-2567-NEW	4009 NE 2nd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/15/2023	\$250,787	23-2568-NEW	4013 NE 2nd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/15/2023	\$248,675	23-2569-NEW	4017 NE 2nd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/15/2023	\$251,259	23-2570-NEW	4021 NE 2nd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/15/2023	\$251,259	23-2279-NEW	4025 NE 2nd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/15/2023	\$248,675	23-2654-NEW	4029 NE 2nd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/15/2023	\$250,787	23-2655-NEW	4033 NE 2nd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/15/2023	\$248,675	23-2656-NEW	4037 NE 2nd Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Attached	New Building	5/15/2023	\$251,259	23-2657-NEW	4041 NE 2nd Ln	Greenland Homes Inc	Greenland Homes Inc

Single Family Attached	New Building	5/16/2023	\$253,798	23-2594-NEW	4303 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	5/16/2023	\$253,798	23-2598-NEW	4307 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	5/16/2023	\$253,798	23-2600-NEW	4311 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	5/16/2023	\$253,798	23-2601-NEW	4315 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	5/16/2023	\$253,798	23-2602-NEW	4319 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	5/16/2023	\$253,798	23-2603-NEW	4323 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	5/16/2023	\$253,798	23-2606-NEW	4327 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	5/16/2023	\$253,798	23-2607-NEW	4331 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	5/16/2023	\$253,798	23-2617-NEW	4335 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	5/16/2023	\$253,798	23-2624-NEW	4339 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	5/16/2023	\$253,798	23-2630-NEW	4401 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	5/16/2023	\$253,798	23-2633-NEW	4405 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	5/16/2023	\$253,798	23-2640-NEW	4409 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	5/16/2023	\$253,798	23-2641-NEW	4413 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	5/16/2023	\$253,798	23-2643-NEW	4417 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	5/16/2023	\$253,798	23-2645-NEW	4421 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	5/17/2023	\$262,714	23-2869-NEW	4303 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	5/17/2023	\$262,714	23-2870-NEW	4307 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	5/17/2023	\$262,714	23-2871-NEW	4311 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	5/17/2023	\$262,714	23-2872-NEW	4315 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	5/17/2023	\$262,714	23-2873-NEW	4319 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	5/17/2023	\$262,714	23-2409-NEW	4323 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Pergola	5/1/2023	\$25,200	23-2332-PERG	1332 NE 31st St	Buresh Homes Solutions	Buresh Homes Solutions
Single Family Detached	Solar	5/2/2023	\$39,627	23-1494-SOL	1705 NE Deer Creek Dr	Purelight Power	Purelight Power
Single Family Detached	Solar	5/2/2023	\$22,680	23-2414-SOL	4111 NE 7th St	Purelight Power	Purelight Power
Single Family Detached	Solar	5/2/2023	\$14,370	23-2444-SOL	918 SE 8th St	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	5/3/2023	\$17,052	23-1963-ALT	2313 NW Beechwood St	Vishal Patel	Vishal Patel
Single Family Detached	Solar	5/3/2023	\$12,600	23-2488-SOL	4209 NW Countrywood Dr	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	5/4/2023	\$16,890	23-2125-ALT	3243 NW 27th Cir	Creative Building Ventures	Creative Building Ventures
Duplex	Fire Repair	5/8/2023	\$108,000	23-1731-FREP	1514 NW 4th St Unit 1	Firstcall	First Call Construction
Single Family Attached	Building Addition	5/9/2023	\$42,710	23-2667-ADD	1101 NE Trilein Dr	Kennedy Custom Builds	Kennedy Custom Builds
Single Family Detached	Building Alteration	5/9/2023	\$17,562	23-2650-ALT	528 NE 57th Ct	Jerry's Homes	Jerry's Homes
Single Family Detached	Building Alteration	5/10/2023	\$27,840	23-2677-ALT	903 NE Meadow Landing Dr	Cody Brenner	Cody Brenner
Single Family Detached	Porch	5/10/2023	\$5,280	23-2716-PRCH	2402 NW 44th St	Huynh Tan	Tan Huynh
Single Family Detached	Building Addition	5/11/2023	\$42,244	23-2646-ADD	533 NE 3rd St	Midwest Construction	Midwest Construction
Single Family Detached	Solar	5/11/2023	\$21,880	23-2750-SOL	2404 NW North Creek Dr	Purelight Power	Purelight Power
Single Family Detached	Gazebo	5/12/2023	\$2,420	23-1430-GAZ	302 NW Ridgeline Dr	Derrick J Leider	Derrick J Leider
Single Family Detached	Solar	5/15/2023	\$15,120	23-2788-SOL	4905 NW 8th St	Purelight Power	Purelight Power
Single Family Detached	Pergola	5/17/2023	\$14,000	23-1451-PERG	3610 NW Linwood Ln	Jonathon Cross	Crossover Construction
Single Family Attached	Building Addition	5/17/2023	\$21,725	23-2748-ADD	3808 NE Marissa Ln	Midwest Construction	Midwest Construction
Single Family Detached	Solar	5/22/2023	\$28,980	23-2968-SOL	1405 NW Abbie Dr	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	5/25/2023	\$23,200	23-3072-ALT	3207 NW Greenwood St	Four Seasons Solutions	Four Seasons Solutions
Single Family Detached	Porch	5/25/2023	\$5,460	23-3084-PRCH	710 NW Stratford Ct	Tom Broich	Tom Broich
Single Family Detached	Solar	5/25/2023	\$21,760	23-3105-SOL	2405 NW 41st St	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	5/30/2023	\$19,952	23-3135-ALT	1406 NW Reinhart Dr	Triple Crown Exteriors	Triple Crown Exteriors
Single Family Detached	Gazebo	5/30/2023	\$2,880	23-3144-GAZ	1209 SE Cortina Dr	Nathan Rondeau	Nathan Rondeau
Single Family Attached	Building Alteration	5/30/2023	\$3,000	23-3146-ALT	1349 SW 31st Ln	Hughes Toby	Hughes Toby

Single Family Detached	Building Alteration	5/31/2023	\$19,488	23-3161-ALT	814 SE Sherman Dr	Kestrel Properties LLC	Kestrel Properties LLC
Single Family Detached	Building Addition	5/31/2023	\$21,725	23-3162-ADD	714 SE 8th St	Kitchen & Bath Solutions	Kitchen & Bath Solutions
Duplex	Garage	5/17/2023	\$34,808	23-2883-GAR	416 NW State St	Heartland Custom Interiors	Heartland Custom Interiors
Single Family Detached	Shed	5/1/2023	\$4,800	23-2324-SHD	4006 SE Primrose Dr	Jason Hammerly	Jason Hammerly
Single Family Detached	Shed	5/2/2023	\$2,400	23-2337-SHD	401 NW 19th St	Shawn Moore	Shawn Moore
Single Family Detached	Shed	5/3/2023	\$1,600	23-2110-SHD	4706 SW Logan St	Riis Barnes Kate	Riis Barnes Kate
Single Family Detached	Shed	5/4/2023	\$1,920	23-2522-SHD	3018 NW Abilene Rd	Scott D Stueckradt	Spring Valley Sheds LLC
Single Family Detached	Shed	5/5/2023	\$3,800	23-2526-SHD	1107 NW Mills Dr	Joel Christianson	Joel Christianson
Single Family Detached	Shed	5/5/2023	\$3,200	23-2551-SHD	3211 SW Timberline Dr	Holmen Jonathan	I-80 Concrete
Single Family Attached	Shed	5/9/2023	\$2,000	23-2443-SHD	427 NW Skyline Dr	Tuff Shed	Tuff Shed
Single Family Detached	Shed	5/9/2023	\$1,600	23-2699-SHD	905 NW 31st St	Tuff Shed	Tuff Shed
Single Family Detached	Shed	5/9/2023	\$2,800	23-2701-SHD	5007 NE Bellagio Dr	Tuff Shed	Tuff Shed
Single Family Detached	Shed	5/9/2023	\$2,400	23-2702-SHD	312 NW Benjamin Dr	Tuff Shed	Tuff Shed
Single Family Attached	Shed	5/10/2023	\$2,400	23-2152-SHD	4226 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Shed	5/11/2023	\$2,880	23-2719-SHD	4818 NW 4th St	Christopher Jay	Premier Portable Buildings
Single Family Detached	Shed	5/12/2023	\$1,600	23-2504-SHD	1913 SW Westwood St	Gillum Kevin	Gillum Kevin
Single Family Detached	Shed	5/12/2023	\$2,400	23-2768-SHD	633 NE 57th St	Brandon Schmidt	Brandon Schmidt
Single Family Detached	Shed	5/12/2023	\$1,200	23-2771-SHD	4209 NW 13th St	Chris Tabbert	Chris Tabbert
Single Family Detached	Shed	5/16/2023	\$1,600	23-2854-SHD	4903 NW 5th St	Tuff Shed	Tuff Shed
Single Family Attached	Shed	5/17/2023	\$2,640	23-2770-SHD	309 NW Stratford Ln	Loren Dentlinger Michael	Loren Dentlinger Michael
Single Family Detached	Shed	5/19/2023	\$2,000	23-2908-SHD	2608 NW 23rd ST	Meadows Joshua	Backyard Products
Single Family Detached	Shed	5/23/2023	\$1,280	23-2986-SHD	1209 NW Wagner Blvd	Tuff Shed	Tuff Shed
Single Family Detached	Shed	5/24/2023	\$1,840	23-2515-SHD	3226 NW 29th St	Soles Adam	Soles Adam
Single Family Detached	Shed	5/24/2023	\$960	23-2991-SHD	2072 SW 35th St	Tuff Shed	Tuff Shed
Single Family Detached	Shed	5/25/2023	\$1,920	23-3082-SHD	2226 NW Ashland Pkwy	Mandy Garcia-Saner	Cornelio Salcedo
Single Family Detached	Shed	5/26/2023	\$4,800	23-3066-SHD	3171 NW 18th St	Kim K Triggs	Kim K Triggs
Single Family Detached	Shed	5/30/2023	\$2,400	23-3127-SHD	815 NW Rockcrest Rd	Tom Karabatsos	Spring Valley Sheds
Single Family Detached	Shed	5/31/2023	\$1,600	23-3168-SHD	2620 NW 23rd ST	Malorie Strong	Malorie Strong
Single Family Detached	Spa/Hot Tub	5/3/2023		23-2413-SPA	2414 NW 43rd St	Kelly Irlmeier	Hot Springs Spa
Single Family Detached	Spa/Hot Tub	5/4/2023		23-2514-SPA	1209 NE Stone Valley Cir	Balashaitis Jonathan	Hot Springs Spa
Single Family Detached	Spa/Hot Tub	5/11/2023		23-2511-SPA	4103 NE 7th St	Jacobsen Tim	Jacobsen Tim
Single Family Detached	Spa/Hot Tub	5/17/2023		23-2837-SPA	205 SW 15th St	Charles Ryan	Charles Ryan
Single Family Detached	Swimming Pool	5/3/2023		23-1879-POOL	218 NE 62nd St	Diefendorf David	Diefendorf David
Single Family Detached	Swimming Pool	5/5/2023		23-1998-POOL	1602 NE Vista Ct	Toy Box Construction	Backyard Paradise
Single Family Detached	Swimming Pool	5/8/2023		23-2267-POOL	533 NE 44th Ct	Precision Pools	Precision Pools
Single Family Detached	Swimming Pool	5/16/2023		23-2807-POOL	5310 NW 17th St	Blue Iowa Pools	Blue Iowa Pools
Single Family Detached	Swimming Pool	5/17/2023		23-2880-POOL	802 NW Maple St	Paublo Sanchez	Paublo Sanchez
Single Family Detached	Swimming Pool	5/23/2023		23-2466-POOL	2525 SW 23rd St	ETCH Outdoor Living	ETCH Outdoor Living
Single Family Detached	Swimming Pool	5/23/2023		23-3009-POOL	2514 NW 5th St	Sandhoff Shawna	Sandhoff Shawna
Single Family Detached	Swimming Pool	5/25/2023		23-3112-POOL	3326 SW Cherry Ct	Nicholas Mattison	Nicholas Mattison
Single Family Detached	Swimming Pool	5/26/2023		23-2678-POOL	1215 NW 29th St	Tim Pritchett	Tim Pritchett
Single Family Detached	Deck	5/1/2023	\$4,968	23-1957-DECK	316 NE Mission Ct	Vishal Patel	Vishal Patel
Single Family Detached	Deck	5/1/2023	\$1,728	23-2047-DECK	3108 NW 29th St	Vishal Patel	Vishal Patel

Single Family Detached	Deck	5/2/2023	\$1,728	23-1119-DECK	2802 SW Prairie Trail Pkwy	DJ Doff	Des Moines Deck
Single Family Detached	Deck	5/3/2023	\$3,480	23-2172-DECK	351 NE 28th St	Red Cabin Carpentry	Red Cabin Carpentry
Single Family Detached	Deck	5/9/2023	\$3,300	23-1570-DECK	1101 NE Trilein Dr	Kennedy Custom Builds	Kennedy Custom Builds
Single Family Detached	Deck	5/9/2023	\$2,592	23-2470-DECK	902 NE Chambers Pkwy	Rench Services	Rench Services
Single Family Attached	Deck	5/9/2023	\$3,612	23-2666-DECK	713 SW Springfield Dr	Hicks Gabriel	Hicks Gabriel
Single Family Detached	Deck	5/10/2023	\$1,872	23-1968-DECK	508 NW 10th St	Vishal Patel	Vishal Patel
Single Family Detached	Deck	5/12/2023	\$5,376	23-2336-DECK	410 SE Orchid St	Allan Todd	Allan Todd
Single Family Detached	Deck	5/12/2023	\$1,920	23-2441-DECK	309 NE Mandy Ln	Buresh Homes Solutions	Buresh Homes Solutions
Single Family Detached	Deck	5/15/2023	\$1,632	23-2126-DECK	1914 NE Cameron Dr	Vishal Patel	Vishal Patel
Single Family Detached	Deck	5/15/2023	\$3,648	23-2402-DECK	4001 NW 7th St	Moorhead Thomas	Moorhead Thomas
Single Family Detached	Deck	5/16/2023	\$2,880	23-2648-DECK	3522 NE Renaissance Dr	Loveless Construction	Loveless Construction
Single Family Detached	Deck	5/17/2023	\$3,072	23-2836-DECK	205 SW 15th St	Charles Ryan	Charles Ryan
Single Family Detached	Deck	5/19/2023	\$2,544	23-2792-DECK	527 SW 32nd Ct	Denali Builders	Denali Builders
Single Family Detached	Deck	5/20/2023	\$2,304	23-2856-DECK	306 NW Arlan Dr	Jordan Hersey	Jordan Hersey
Single Family Detached	Deck	5/21/2023	\$972	23-2705-DECK	1101 NW Linden St	JZ's Renovations	JZ's Renovations
Single Family Detached	Deck	5/24/2023	\$1,440	23-0496-DECK	3220 SE 20th St	Gerardo Camacho Luis	Gerardo Camacho Luis
Single Family Detached	Deck	5/24/2023	\$1,440	23-3020-DECK	2212 NW 31st St	Screenbuilders	Screenbuilders
Single Family Detached	Deck	5/24/2023	\$5,520	23-3054-DECK	1314 NE 28th St	J&G Builders	J&G Builders
Single Family Detached	Deck	5/26/2023	\$4,272	23-2524-DECK	1215 NW 29th St	Tim Pritchett	Tim Pritchett
Single Family Detached	Deck	5/26/2023	\$1,728	23-2978-DECK	1113 SW Magazine Rd	Kasey Braby	Kasey Braby
Single Family Attached	Deck	5/30/2023	\$1,632	23-2784-DECK	611 SE Tower Ct	Davidson Chad	Davidson Chad
Single Family Detached	Deck	5/31/2023	\$960	23-2517-DECK	801 NE Innsbruck Dr	Vishal Patel	Vishal Patel
Storage	New Building	5/4/2023	\$12,006,420	23-0587-NEW	1503 S Ankeny Blvd	Bauer Design Build	Bauer Design Build
Office	New Building	5/10/2023	\$1,200,000	23-1556-NEW	1960 SW Magazine Rd	DRA Properties	DRA Properties, LC
Retail	New Building	5/23/2023	\$3,800,000	23-0338-NEW	2010 SE Delaware Ave	The Architects Partnership	Hansen Company
Office	Building Alteration	5/1/2023	\$225,000	23-2024-ALT	2575 N Ankeny Blvd Ste 205	Dillon Larry	Dillon Larry
Office	Building Addition	5/3/2023	\$6,215,531	23-1631-ADD	1255 SW Prairie Trail Pkwy	Wills Aaron	The Weitz Company
Office	Building Alteration	5/8/2023	\$5,000	23-2224-ALT	215 NW 18th St Ste 104	Kyanite Design & Build	Kyanite Design & Build
Industrial	Solar	5/9/2023	\$78,548	23-1720-SOL	700 SE Oralabor Rd	Tri-City Electric Co	Tri-City Electric Co
Office	Solar	5/9/2023	\$85,000	23-2593-SOL	460 NW 36th St	One Source Solar	One Source Solar
Retail	Building Addition	5/17/2023	\$800,000	23-2202-ADD	410 N Ankeny Blvd	Hy-Vee Construction	Hy-Vee Construction
Mixed Use	Building Alteration	5/18/2023	\$110,000	23-2076-ALT	617 SW 3rd St Unit 105	All Iowa Mechanical	All Iowa Mechanical
School	Building Alteration	5/18/2023	\$100,000	23-2456-ALT	1900 NW 4th St Bldg 14	Imprint Architects	Curt Fincham
Storage	Building Addition	5/19/2023	\$218,633	23-1723-ADD	1001 SW Ordnance Rd	Ryan Ferris	Ryan Ferris
Single Family Detached	Fence/Wall	5/1/2023		23-2229-FNCE	206 SW Scott St	Marie Langstraat Molly	Marie Langstraat Molly
Single Family Detached	Fence/Wall	5/1/2023		23-2241-FNCE	1513 NE Crossing Oaks Dr	Ferrari Vince	Ferrari Vince
Single Family Detached	Fence/Wall	5/1/2023		23-2323-FNCE	2013 NW Ashland Pkwy	Wright Scott	Scott Wright
Single Family Detached	Fence/Wall	5/1/2023		23-2368-FNCE	4326 NE 16th St	Shengqi Wang	Shengqi Wang
Single Family Detached	Fence/Wall	5/2/2023		23-2171-FNCE	906 NE 5th St	J & J Renovations	J & J Renovations
Single Family Detached	Fence/Wall	5/2/2023		23-2415-FNCE	915 SW 47th Cir	Des Moines Steel Fence	Des Moines Steel Fence
Single Family Detached	Fence/Wall	5/2/2023		23-2438-FNCE	2001 NW Parkridge Dr	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	5/3/2023		23-2484-FNCE	614 NE Whitetail Dr	Wynn Kenneth	Midwest Fence & Gate Co
Single Family Detached	Fence/Wall	5/3/2023		23-2490-FNCE	5107 NE Jan Rose Pkwy	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	5/4/2023		23-1711-FNCE	1205 SE Innsbruck Dr	Elite Fence LLC	Elite Fence LLC
Single Family Detached	Fence/Wall	5/4/2023		23-2476-FNCE	726 SE Uehlamar Dr	American Fence Co	American Fence Co

Single Family Detached	Fence/Wall	5/4/2023	23-2519-FNCE	4327 NE 16th St	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	5/4/2023	23-2538-FNCE	3222 NW 27th Cir	Des Moines Steel Fence	Des Moines Steel Fence
Single Family Detached	Fence/Wall	5/5/2023	23-2330-FNCE	1317 NW Eden Ln	Brad Hartman	Brad Hartman
Single Family Detached	Fence/Wall	5/5/2023	23-2546-FNCE	810 NW Seasons Dr	American Fence Co	American Fence Co
Single Family Detached	Fence/Wall	5/8/2023	23-2596-FNCE	103 NW Westwood St	American Fence Co	American Fence Co
Single Family Detached	Fence/Wall	5/8/2023	23-2599-FNCE	3607 NE 11th St	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	5/8/2023	23-2605-FNCE	6104 NE Oak Dr	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	5/8/2023	23-2623-FNCE	818 SE Belmont Dr	Travis J Broich	Travis J Broich
Single Family Detached	Fence/Wall	5/8/2023	23-2634-FNCE	2609 SW 19th St	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	5/9/2023	23-2642-FNCE	3409 NW Boulder Brook Pl	James J Hankins	James J Hankins
Single Family Detached	Fence/Wall	5/9/2023	23-2651-FNCE	4112 NE 6th St	Tonya Andrews	Tonya Andrews
Single Family Detached	Fence/Wall	5/9/2023	23-2659-FNCE	2513 SW 23rd St	American Fence	American Fence
Single Family Detached	Fence/Wall	5/9/2023	23-2668-FNCE	1902 SW Franklin Dr	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	5/9/2023	23-2669-FNCE	606 SW Cherry St	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	5/9/2023	23-2672-FNCE	519 SW Magazine Rd	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	5/9/2023	23-2684-FNCE	509 NE 4th St	Jami Boege	Jami Boege
Single Family Detached	Fence/Wall	5/10/2023	23-2676-FNCE	3402 SE 17th St	Des Moines Steel Fence	Des Moines Steel Fence
Single Family Detached	Fence/Wall	5/10/2023	23-2698-FNCE	3210 NW Trestle Point Dr	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	5/10/2023	23-2724-FNCE	1509 SW Des Moines St	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	5/10/2023	23-2725-FNCE	4409 NE 16th St	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	5/11/2023	23-2439-FNCE	811 NE Forest Ridge Dr	Titan Fence, LLC	Titan Fence, LLC
Single Family Detached	Fence/Wall	5/11/2023	23-2721-FNCE	3206 NE 17th St	Clair Brian	Clair Brian
Single Family Detached	Fence/Wall	5/11/2023	23-2731-FNCE	2902 NW 5th St	American Fence	American Fence
Single Family Detached	Fence/Wall	5/11/2023	23-2735-FNCE	3122 NW 28th St	Ajka Kadric	Ajka Kadric
Single Family Detached	Fence/Wall	5/11/2023	23-2739-FNCE	421 NE 7th St	Vermilion Design Group	Vermilion Design Group
Single Family Detached	Fence/Wall	5/12/2023	23-2765-FNCE	4102 SW Cherry Ct	American Fence	American Fence
Single Family Detached	Fence/Wall	5/15/2023	23-2706-FNCE	409 NE Mission Ct	American Fence	American Fence
Single Family Detached	Fence/Wall	5/16/2023	23-1794-FNCE	4220 NE 16th St	Keast Home Exteriors	Keast Home Exteriors
Single Family Detached	Fence/Wall	5/16/2023	23-2829-FNCE	2207 SW Westwood St	American Fence	American Fence
Single Family Detached	Fence/Wall	5/17/2023	23-2876-FNCE	1510 NW Spruce Dr	Dvorak Construction	Dvorak Construction
Single Family Detached	Fence/Wall	5/17/2023	23-2888-FNCE	3305 NE 6th Ln	Patsy Silberstein	Justus Fencing
Single Family Attached	Fence/Wall	5/18/2023	23-1373-FNCE	4504 NE Sienna Ct	Toy Box Construction	Backyard Paradise
Single Family Detached	Fence/Wall	5/18/2023	23-2855-FNCE	708 SW 50th St	Halcyon Fencing	Halcyon Fencing
Single Family Detached	Fence/Wall	5/19/2023	23-2920-FNCE	3232 SE 20th St	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	5/19/2023	23-2277-FNCE	1815 SW Oak St	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	5/19/2023	23-2954-FNCE	822 SE Sharon Dr	Des Moines Steel Fence	Des Moines Steel Fence
Single Family Detached	Fence/Wall	5/19/2023	23-2955-FNCE	3313 NW Reinhart Dr	Des Moines Steel Fence	Des Moines Steel Fence
Single Family Detached	Fence/Wall	5/22/2023	23-1999-FNCE	1602 NE Vista Ct	Toy Box Construction	Backyard Paradise LLC
Single Family Detached	Fence/Wall	5/22/2023	23-3007-FNCE	1323 NW Reinhart Dr	Randolph Von Arx Daniel	Randolph Von Arx Daniel
Single Family Detached	Fence/Wall	5/23/2023	23-2961-FNCE	513 SE Michael Dr	Huber Fencing	Huber Fencing
Church	Fence/Wall	5/23/2023	23-2994-FNCE	2842 SW 3rd Street Pl	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	5/24/2023	23-2915-FNCE	4119 NW 13th St	Gordon Gilbert Jonathon	Titan Fence, LLC
Single Family Detached	Fence/Wall	5/24/2023	23-3043-FNCE	2104 SW Westwinds Dr	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	5/24/2023	23-3045-FNCE	4115 NW 13th St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	5/25/2023	23-2069-FNCE	907 NE Meadow Landing Dr	Rylux Fence Company	Rylux Fence Company
Single Family Detached	Fence/Wall	5/25/2023	23-3052-FNCE	1120 SW 50th St	Mikesell Jessica	Mikesell Jessica
Single Family Detached	Fence/Wall	5/25/2023	23-3078-FNCE	1217 NE 31st St	Halder Neal	Halder Neal
Single Family Detached	Fence/Wall	5/26/2023	23-2834-FNCE	1215 NW 29th St	Tim Pritchett	Tim Pritchett

Single Family Detached	Fence/Wall	5/26/2023	23-3104-FNCE	3230 NW 27th Cir	Des Moines Steel Fence	Des Moines Steel Fence
Single Family Detached	Fence/Wall	5/26/2023	23-3116-FNCE	2808 NW Boulder Ridge RD	Janet S Grant	Janet S Grant
Single Family Attached	Fence/Wall	5/30/2023	23-3147-FNCE	4002 SE Primrose Dr	Mark Notz	Mark Notz
Single Family Detached	Fence/Wall	5/30/2023	23-3149-FNCE	3403 NE 11th St	Megan Runchey	Capitol City Fencing
Single Family Attached	Fence/Wall	5/31/2023	23-2806-FNCE	824 SW Springfield Dr	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	5/31/2023	23-3164-FNCE	315 SW 30th St	Joe Anderson	Joe Anderson
Other	Sign	5/1/2023	\$5,876 23-1683-SIGNP	411 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Other	Sign	5/1/2023	\$3,776 23-1684-SIGNP	411 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Other	Sign	5/1/2023	\$3,776 23-1685-SIGNP	411 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Other	Sign	5/1/2023	\$200 23-1688-SIGNP	411 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Other	Sign	5/1/2023	\$200 23-1689-SIGNP	411 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Other	Sign	5/1/2023	\$1,219 23-2173-SIGNP	2701 SE Convenience Blvd #2	Signarama - Ankeny	Signarama - Ankeny
Restaurant	Sign	5/5/2023	\$2,483 23-2273-SIGNP	1520 S Ankeny Blvd	Iowa Sign Company	Iowa Sign Company
Restaurant	Sign	5/5/2023	\$1,462 23-2274-SIGNP	1520 S Ankeny Blvd	Iowa Sign Company	Iowa Sign Company
Restaurant	Sign	5/5/2023	\$2,483 23-2440-SIGNP	1520 S Ankeny Blvd	Iowa Sign Company	Iowa Sign Company
Other	Sign	5/8/2023	\$5,000 23-2246-SIGNP	1520 NW Irvinedale Dr #107	Hamer Douglas P De	Reis Sign Service
Office	Sign	5/11/2023	\$5,217 23-2401-SIGNP	1875 N Ankeny Blvd Ste 101	Lisa Hanrahan	Iowa Sign Company
Office	Sign	5/11/2023	\$3,913 23-2756-SIGNP	1875 N Ankeny Blvd Ste 102	Lisa Hanrahan	Iowa Sign Company
Retail	Sign	5/15/2023	\$5,100 23-2649-SIGNP	1510 N Ankeny Blvd Ste 105	Signarama Urbandale	Signarama Urbandale
Restaurant	Sign	5/15/2023	\$3,000 23-2683-SIGNP	621 N Ankeny Blvd	Signarama - Ankeny	Signarama - Ankeny
Office	Sign	5/18/2023	\$5,100 23-2326-SIGNP	709 SW 3rd St	Signarama Urbandale	Signarama Urbandale
Other	Sign	5/18/2023	\$7,500 23-2881-SIGNP	717 SW Ankeny Rd	Parker Signs and Graphics	Parker Signs and Graphics
Other	Sign	5/18/2023	\$4,600 23-2882-SIGNP	717 SW Ankeny Rd	Parker Signs and Graphics	Parker Signs and Graphics
Restaurant	Sign	5/22/2023	\$3,000 23-2745-SIGNP	802 SE Oralabor Rd Ste 122	Signarama - Ankeny	Signarama - Ankeny
Restaurant	Sign	5/28/2023	\$3,000 23-3027-SIGNP	617 SW 3rd St Unit 105	Uptown Dairy, LLC	Uptown Dairy, LLC
Office	Sign	5/30/2023	\$2,500 23-2887-SIGNP	220 W 1st St Ste 100	Signarama - Ankeny	Signarama - Ankeny
Restaurant	Temporary Sign	5/1/2023	23-2014-SIGNT	802 SE Oralabor Rd Ste 104	Signarama - Ankeny	Signarama - Ankeny
Other	Temporary Sign	5/9/2023	23-2674-SIGNT	921 SE Oralabor Rd	Wild Willys Fireworks	Wild Willys Fireworks
Other	Temporary Sign	5/9/2023	23-2691-SIGNT	3875 SE Delaware Ave	Big Bang Fury Fireworks	Big Bang Fury Fireworks
Retail	Temporary Sign	5/22/2023	23-2525-SIGNT	1802 SE Delaware Ave # 109	Signarama - Ankeny	Signarama - Ankeny
Other	Canopy/Tent	5/9/2023	23-2675-TENT	921 SE Oralabor Rd	Wild Willys Fireworks	Wild Willys Fireworks
Other	Canopy/Tent	5/9/2023	23-2692-TENT	3875 SE Delaware Ave	Big Bang Fury Fireworks	Big Bang Fury Fireworks
Office	Canopy/Tent	5/11/2023	23-2743-TENT	1600 SE Corporate Woods Dr	Baker Group	Baker Group
Single Family Detached	Drive Approach	5/8/2023	23-2665-RSTRM	726 NW Scott St	Colin Danny	Colin Danny
Single Family Detached	Drive Approach	5/9/2023	23-2688-RSTRM	1706 NE Sherman Ct	Paragon Concrete	Paragon Concrete
Single Family Detached	Drive Approach	5/10/2023	23-2718-RSTRM	409 NE Georgetown Blvd	Nathan Culp	Nathan Culp
Single Family Detached	Drive Approach	5/15/2023	23-2740-RSTRM	727 SE 5th Ct	Klinkefus Scott	Silver Fox Construction
Single Family Detached	Drive Approach	5/19/2023	23-2921-RSTRM	1017 NE 16th St	Benjamin E Bowersox	Benjamin E Bowersox
Single Family Detached	Drive Approach	5/23/2023	23-3017-RSTRM	709 NE Innsbruck Dr	Solis Concrete	Solis Concrete
Single Family Detached	Sidewalk	5/1/2023	23-2348-RSWRP	908 NW Seasons Dr	Sage Homes	Sage Homes
Single Family Detached	Sidewalk	5/5/2023	23-2548-RSWRP	802 NE 54th St	Jerry's Homes	Jerry's Homes
Single Family Detached	Sidewalk	5/8/2023	23-2639-RSWRP	726 NW Scott St	Colin Danny	Colin Danny
Single Family Detached	Sidewalk	5/10/2023	23-2722-RSWRP	110 NW Georgetown Blvd #5	Nathan Culp	Nathan Culp

Single Family Detached	Sidewalk	5/15/2023	23-2802-RSWRP	4311 SW Walnut St	Iowa Contracting Inc	Iowa Contracting Inc
Single Family Detached	Sidewalk	5/18/2023	23-2830-RSWRP	5211 NW 5th St	Rick Hogan Construction	Rick Hogan Construction
Single Family Detached	Sidewalk	5/30/2023	23-3132-RSWRP	833 SE 2nd St	Jerry Snyder	Contractors Plumbing



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Utility Billing Report for May 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 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	27,941	282,629,564	\$ 1,643,529	\$ 5.82	\$ 293,110	26,210	\$ 137,153	\$ 14,597	\$ 891,513	\$ 525,616	25,704	\$ 279,611	\$ 3,647,976
August	28,146	324,852,366	\$ 1,940,308	\$ 5.97	\$ 294,156	26,286	\$ 155,166	\$ 14,636	\$ 921,948	\$ 527,071	25,775	\$ 280,368	\$ 3,978,488
September	28,231	267,915,821	\$ 1,727,369	\$ 6.45	\$ 295,410	26,395	\$ 142,572	\$ 14,690	\$ 906,964	\$ 529,080	25,878	\$ 281,083	\$ 3,754,596
October	28,287	197,020,536	\$ 1,254,721	\$ 6.37	\$ 296,150	26,481	\$ 114,336	\$ 14,744	\$ 850,795	\$ 530,863	25,972	\$ 282,240	\$ 3,229,513
November	28,193	146,619,139	\$ 891,751	\$ 6.08	\$ 295,120	26,496	\$ 94,470	\$ 14,773	\$ 836,322	\$ 531,823	26,023	\$ 283,043	\$ 2,852,831
December	28,183	128,100,591	\$ 794,335	\$ 6.20	\$ 294,550	26,514	\$ 87,101	\$ 14,801	\$ 797,343	\$ 532,677	26,071	\$ 284,866	\$ 2,718,571
January	28,117	128,579,104	\$ 798,248	\$ 6.21	\$ 295,282	26,567	\$ 87,217	\$ 14,830	\$ 803,962	\$ 533,659	26,121	\$ 285,298	\$ 2,731,278
February	28,210	128,397,185	\$ 793,583	\$ 6.18	\$ 295,964	26,624	\$ 88,165	\$ 14,861	\$ 805,056	\$ 534,973	26,177	\$ 285,821	\$ 2,730,258
March	28,340	123,783,166	\$ 770,952	\$ 6.23	\$ 296,348	26,653	\$ 86,479	\$ 14,878	\$ 773,318	\$ 535,718	26,208	\$ 286,033	\$ 2,677,247
April	28,594	134,398,206	\$ 906,884	\$ 6.75	\$ 309,753	26,795	\$ 94,734	\$ 14,955	\$ 735,278	\$ 538,237	26,345	\$ 286,962	\$ 2,792,069
May	28,798	147,409,195	\$ 1,009,912	\$ 6.85	\$ 312,233	26,921	\$ 99,106	\$ 15,004	\$ 721,298	\$ 540,296	26,439	\$ 287,612	\$ 2,886,356
June													\$ -
FY Total	311,040	2,009,704,873	\$ 12,531,592	\$ 69.11	\$ 3,278,076	291,942	\$ 1,186,499	\$ 162,770	\$ 9,043,797	\$ 5,860,013	286,713	\$ 3,122,935	\$ 33,999,182
FY 23 Average	28,276	182,700,443	\$ 1,139,236	\$ 6.28	\$ 298,007	26,540	\$ 107,864	\$ 14,797	\$ 822,163	\$ 532,728	26,065	\$ 283,903	\$ 2,833,265
FY 22 Average	27,012	173,720,262	\$ 1,039,721	\$ 5.96	\$ 279,636	25,615	\$ 100,602	\$ 14,280	\$ 839,667	\$ 531,081	25,155	\$ 270,547	\$ 2,974,932
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 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #2 increasing the contract amount by \$2,805.00 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

EXECUTIVE SUMMARY:

This change order accounts for additional wayfinding signs to direct customers to Panera Bread, Filet Steakhouse and Nonna's Pizza.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Change Order #2

CHANGE ORDER FORM



Project Title: NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd.
Contractor: Elder Corporation
Address: 5088 E University Avenue; Des Moines, IA 50327
Finance Budget Code: 953.3953.4451 **Finance Project #** 953.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: December 19, 2022 **Vendor #** 5340

Change Order Number: 2

Change Order Date: June 19, 2023

Purpose of Change Order:

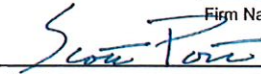
12.02 - Five additional temporary wayfinding signs were added to the project to direct customers to Panera Bread, Filet Steakhouse, and Nonna's Pizza. One additional Type III Barricade was added to NW 20th Lane. No additional time was added to the Contract.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
12.02	ADDITIONAL TEMPORARY SIGNAGE	LS	1.00	\$ 2,805.00	\$ 2,805.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 2 makes the following adjustments to the Contract: **\$ 2,805.00**

Contractor Accepted: Elder Corporation
 **Wade Harris, P.E.** **Firm Name**
Signature **Date** 6/7/2023

Engineer Approved: McClure Engineering Company
 **Scott Forrester** **Firm Name**
Signature **Date** June 6, 2023

Owner Accepted:  **John H. Smith** **City of Ankeny**

Signature **Title**

Attest for Owner:

Signature **Title**

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 4,355,000.00
1	May 15, 2023	\$ 550.00
2	June 19, 2023	\$ 2,805.00
3		
4		
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14		
15		

Revised Contract Amount **\$ 4,358,355.00**



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #3 increasing the contract amount by \$2,200.00 to Grimes Asphalt and Paving Corporation, for construction services on the SE Delaware Ave HMA Widening project.

EXECUTIVE SUMMARY:

The change order accounts for the installation of a 12" culvert to improve drainage following a fire hydrant relocation.

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 #3

city of
Ankeny
bringing it all together

Project Title:	SE Delaware Ave HMA Widening		
Contractor:	Grimes Asphalt and Paving Corporation		
Address:	5550 NE 22nd Street, Des Moines, IA 50313		
Finance Budget Code:	993.3993.4451	Finance Project #	993.4451
Vendor Project or Invoice #:	N/A	PO #	N/A
Original Contract Date:	March 7, 2022	Vendor #	252

Change Order Number: 3

Change Order Date: June 19, 2023

Purpose of Change Order:

Item 75 included installation of 12" HDPE Culvert pipe near STA.68+10 to allow adequate drainage after fire hydrant relocation. One (1) Working Day shall be added to cover work performed on item 75

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
75	40LF 12" HDPE CULVERT	LS	1.00	\$ 2,200.00	\$ 2,200.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Change Order Number: 3 makes the following adjustments to the Contract:					\$ 2,200.00

Change Order Number: 3 makes the following adjustments to the Contract:

\$	2,200.00
----	----------

Contractor Accepted: Grimes Asphalt and Paving Corporation

Firm Name

Signature

Date _____

Engineer Approved: JEO Consulting Group

Firm Name

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		\$ 915,737.43
1	November 21, 2022	\$ 18,287.50
2	February 20, 2023	\$ 33,273.74
3	June 19, 2023	\$ 2,200.00
4		
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15		

Revised Contract Amount \$ 969,498.67



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #11 in the amount of \$191,825.52 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:

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 Payment #11

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 19, 2023
PAYMENT REQUEST #: 11
PAYMENT PERIOD: From: May 1, 2023 Through: May 27, 2023

Contract Summary

Original Contract Amount:	\$	1,816,990.10	
Net change by Change Orders:	\$	59,569.05	
Contract Amount to Date: (line 1 ± 2)	\$	1,876,559.15	
Total completed and stored to date:	\$	1,071,043.69	
Retainage: 5 % of Completed Work:	\$	53,552.18	
Total Earned less Retainage:	\$	1,017,491.51	
Less previous applications for payment:	\$	825,665.99	
SUBTOTAL	\$	191,825.52	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 191,825.52

Balance to finish, including retainage: \$ 859,067.64

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: Absolute Concrete Construction, Inc.
Firm Name
Signature: [Signature] Date: 6-6-23

Engineer / Consultant Approval: JEO Consulting Group
Firm Name
Signature: [Signature] Date: 6-7-23

City of Ankeny Staff Approval:
Signature: [Signature] Date: 06/09/2023

Submit to: Becky Ford, P.E. - Stormwater & Environmental Manager
E-mail: bford@AnkenyIowa.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
EARTHWORK														
2.01	CLEARING AND GRUBBING	LS	1.00		1.00	\$15,000.00	\$ 15,000.00		\$ -	1.00	1.00	\$ 15,000.00	0.00	100.00%
2.02	TOPSOIL, OFF-SITE	CY	316.00		316.00	\$65.00	\$ 20,540.00		\$ -	0.00	0.00	\$ -	316.00	0.00%
2.03	EXCAVATION, CLASS 10	CY	592.00		592.00	\$25.00	\$ 14,800.00		\$ -	250.00	250.00	\$ 6,250.00	342.00	42.23%
2.04	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	5,556.00		5,556.00	\$4.00	\$ 22,224.00		\$ -	2,144.00	2,144.00	\$ 8,576.00	3,412.00	38.59%
2.05	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	1,389.00		1,389.00	\$ 8,334.00	\$ 11,568.00		\$ -	246.00	246.00	\$ 2,052.00	1,143.00	17.77%
2.06	SUBBASE, MODIFIED	SY	5,556.00		5,556.00	\$12.00	\$ 66,672.00		\$ -	2,144.00	2,144.00	\$ 25,728.00	3,412.00	38.59%
2.07	COMPACTION TESTING	LS	1.00		1.00	\$5,000.00	\$ 5,000.00		\$ -	0.33	0.33	\$ 1,650.00	0.67	33.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$5,000.00	\$ 5,000.00	0.10	\$ 500.00	0.40	0.40	\$ 2,500.00	0.50	50.00%
SEWERS AND DRAINS														
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 15 IN. DIA.	LF	1,249.00	(1,249.00)	0.00	\$95.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
4.02	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	104.00		104.00	\$57.00	\$ 5,928.00		\$ -	44.00	44.00	\$ 2,508.00	60.00	42.31%
4.03	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	1,249.00		1,249.00	\$106.00	\$ 132,994.00	337.00	\$ 35,722.00	439.00	776.00	\$ 82,256.00	473.00	62.13%
4.04	STORM SEWER, TRENCHED, RCP, 48 IN. ARCH. DIA.	LF	18.00		18.00	\$242.85	\$ 4,371.30		\$ -	24.00	24.00	\$ 5,828.40	(6.00)	133.33%
4.05	SANITARY SEWER SERVICE, PVC, 4"	LF	1,044.00	(1,044.00)	0.00	\$88.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
4.06	REMOVAL OF SANITARY SEWER, VCP, DIA. EQUAL TO OR LESS THAN 15 IN.	LF	1,255.00		1,255.00	\$30.00	\$ 37,650.00	226.00	\$ 6,780.00	514.00	740.00	\$ 22,200.00	515.00	58.96%
4.07	SANITARY SEWER TEMPORARY CLEANOUT	EA	3.00		3.00	\$550.00	\$ 1,650.00		\$ -	1.00	1.00	\$ 550.00	2.00	33.33%
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		\$ -	40.00	40.00	\$ 600.00	59.00	40.40%
4.09	FOOTING DRAIN COLLECTOR/SUBDRAIN, CORRUGATED PVC, 8 IN. DIA.	LF	2,399.00		2,399.00	\$26.70	\$ 64,053.30		\$ -	850.00	850.00	\$ 22,695.00	1,549.00	35.43%
4.10	TEMPORARY SUBDRAIN CAP	EA	2.00		2.00	\$60.00	\$ 120.00		\$ -	1.00	1.00	\$ 60.00	1.00	50.00%
4.11	FOOTING DRAIN OUTLETS AND CONNECTIONS, 8 IN. DIA.	EA	14.00		14.00	\$180.00	\$ 2,520.00		\$ -	6.00	6.00	\$ 1,080.00	8.00	42.86%
4.12	STORM SEWER SERVICE STUB, PVC, 1-1/2 IN. DIA.	EA	36.00		36.00	\$625.00	\$ 22,500.00		\$ -	10.00	10.00	\$ 6,250.00	26.00	27.78%
WATER MAINS AND APPURTENANCES														
5.01	WATER MAIN, TRENCHED, PVC C900, 8 IN. DIA.	LF	1,253.00		1,253.00	\$40.00	\$ 50,120.00	380.00	\$ 15,200.00	420.00	800.00	\$ 32,000.00	453.00	63.85%
5.02	FITTING, REDUCER, 8" X 4" IN.	EA	1.00		1.00	\$475.00	\$ 475.00		\$ -	1.00	1.00	\$ 475.00	0.00	100.00%
5.03	FITTING, UNION, 4" X 4"	EA	1.00		1.00	\$425.00	\$ 425.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
5.04	FITTING, UNION, 8" X 8"	EA	1.00		1.00	\$576.00	\$ 576.00		\$ -	0.00	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	0.00	\$ -	2.00	0.00%
5.06	FITTING, 45 DEG., 8 IN.	EA	2.00		2.00	\$550.00	\$ 1,100.00		\$ -	2.00	2.00	\$ 1,100.00	0.00	100.00%
5.07	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., NEAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00	5.00	\$ 4,575.00	6.00	6.00	\$ 10,065.00	7.00	61.11%
5.08	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., FAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00	5.00	\$ 4,575.00	6.00	11.00	\$ 10,065.00	7.00	61.11%
5.09	REMOVAL OF WATER MAIN	LF	1,256.00		1,256.00	\$22.50	\$ 28,260.00	380.00	\$ 8,550.00	450.00	830.00	\$ 18,675.00	426.00	66.08%
5.10	WATER MAIN, TEMPORARY, PEX, 2 IN. DIA.	LF	2,948.00		2,948.00	\$16.00	\$ 47,168.00		\$ -	1632.00	1,632.00	\$ 26,112.00	1,316.00	55.36%
5.11	VALVE, GATE, 8 IN.	EA	5.00		5.00	\$1,725.00	\$ 8,625.00	1.00	\$ 1,725.00	2.00	3.00	\$ 5,175.00	2.00	60.00%
5.12	FIRE HYDRANT ASSEMBLY (ALTERNATE PLAN)	EA	3.00		3.00	\$4,300.00	\$ 12,900.00	1.50	\$ 6,450.00	0.50	2.00	\$ 8,600.00	1.00	66.67%
5.13	VALVE BOX REPLACEMENT	EA	2.00		2.00	\$540.00	\$ 1,080.00		\$ -	2.00	2.00	\$ 1,080.00	0.00	100.00%
5.14	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1.00		1.00	\$200.00	\$ 200.00	1.00	\$ 200.00	0.00	1.00	\$ 200.00	0.00	100.00%
5.15	VALVE REMOVAL	EA	2.00		2.00	\$250.00	\$ 500.00		\$ -	2.00	2.00	\$ 500.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	MANHOLE, SW-301, 48"	EA	3.00		3.00	\$9,800.00	\$ 29,400.00		\$ -	2.00	2.00	\$ 19,600.00	1.00	66.67%
6.02	MANHOLE, SW-303, 48"	EA	1.00		1.00	\$10,525.00	\$ 10,525.00		\$ -	1.00	1.00	\$ 10,525.00	0.00	100.00%
6.03	MANHOLE, SW-403, MODIFIED, 5.75' X 7.75'	EA	1.00		1.00	\$12,405.00	\$ 12,405.00		\$ -	1.00	1.00	\$ 12,405.00	0.00	100.00%
6.04	MANHOLE, SW-403, MODIFIED, 4' X 7.75'	EA	1.00		1.00	\$14,150.00	\$ 14,150.00		\$ -	1.00	1.00	\$ 14,150.00	0.00	100.00%
6.05	INTAKE, SW-505	EA	4.00		4.00	\$5,270.00	\$ 21,080.00	0.50	\$ 2,635.00	2.00	2.50	\$ 13,175.00	1.50	62.50%
6.06	INTAKE, SW-506, MODIFIED	EA	4.00		4.00	\$14,550.00	\$ 58,200.00	0.50	\$ 7,275.00	2.00	2.50	\$ 36,375.00	1.50	62.50%
6.07	INTAKE, SW-512	EA	2.00		2.00	\$2,550.00	\$ 5,060.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
6.08	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	4.00		4.00	\$250.00	\$ 1,000.00		\$ -	4.00	4.00	\$ 1,000.00	0.00	100.00%
6.09	REMOVE MANHOLE, SANITARY	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	2.00	2.00	\$ 1,400.00	2.00	50.00%
6.10	REMOVE INTAKE	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	2.00	2.00	\$ 1,400.00	2.00	50.00%
STREETS AND RELATED WORK														
7.01	PAVEMENT, PCC, CLASS C-SUD, 8 IN.	SY	4,677.00		4,677.00	\$80.00	\$ 374,160.00		\$ -	2032.00	2,032.00	\$ 162,560.00	2,645.00	43.45%
7.02	PAVEMENT, HMA 3 IN.	SY	64.00		64.00	\$80.00	\$ 5,120.00		\$ -	0.00	0.00	\$ -	64.00	0.00%
7.03	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	2,053.00		2,053.00	\$15.00	\$ 30,795.00	204.00	\$ 3,060.00	839.90	1,043.90	\$ 15,658.50	1,009.10	50.85%
7.04	SIDEWALK, PCC, 4 IN.	SY	960.00		960.00	\$50.00	\$ 48,000.00		\$ -	412.60	412.60	\$ 20,630.00	547.40	42.98%
7.05	SIDEWALK, PCC, 6 IN.	SY	53.00		53.00	\$165.00	\$ 8,745.00		\$ -	53.50	53.50	\$ 8,827.50	(9.00)	100.94%
7.06	DETECTABLE WARNINGS, POLYMER	SF	87.00		87.00	\$50.00	\$ 4,350.00		\$ -	96.00	96.00	\$ 4,800.00	(9.00)	110.34%
7.07	DRIVEWAY, PAVED, PCC, 6 IN.	SY	950.00		950.00	\$75.00	\$ 71,250.00		\$ -	373.00	373.00	\$ 27,975.00	577.00	39.26%
7.08	PAVEMENT REMOVAL	SY	3,861.00		3,861.00	\$12.00	\$ 46,332.00	1,031.00	\$ 12,372.00	1,647.00	2,678.00	\$ 32,136.00	1,183.00	69.36%
7.09	PLASTIC CONCRETE TESTING	LS	1.00		1.00	\$10,000.00	\$ 10,000.00		\$ -	0.43	0.43	\$ 4,300.00	0.57	43.00%
TRAFFIC CONTROL														
8.01	PAINTED PAVEMENT MARKING, DURABLE	STA	18.96		18.96	\$350.00	\$ 6,636.00		\$ -	9.09	9.09	\$ 3,181.50	9.87	47.94%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.02	GROOVES CUT FOR PAVEMENT MARKINGS	STA	18.96		18.96	\$150.00	\$ 2,844.00	\$ -	9.09	9.09	9.09	\$ 1,383.50	9.87	47.94%
8.03	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$20,000.00	\$ 20,000.00	\$ -	0.33	0.33	0.33	\$ 6,600.00	0.67	33.00%
8.04	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20.00		20.00	\$100.00	\$ 2,000.00	\$ -	50.00	50.00	50.00	\$ 5,000.00	(30.00)	250.00%
8.05	REMOVAL, SALVAGE, AND REINSTALL SIGN	EA	8.00		8.00	\$300.00	\$ 2,400.00	\$ -	4.00	4.00	4.00	\$ 1,200.00	4.00	50.00%
SITE WORK AND LANDSCAPING														
9.01	TEMPORARY CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.60		0.60	\$750.00	\$ 450.00	\$ -	0.00	0.00	0.00	\$ -	0.60	0.00%
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.60		0.60	\$2,400.00	\$ 1,440.00	\$ -	0.41	0.41	0.41	\$ 984.00	0.19	68.33%
9.03	STABILIZED CONSTRUCTION ENTRANCE	SY	200.00		200.00	\$8.00	\$ 1,600.00	\$ -	0.00	0.00	0.00	\$ -	200.00	0.00%
9.04	EROSION CONTROL MULCH, HYDROMULCH (BFM)	AC	1.20		1.20	\$3,500.00	\$ 4,200.00	\$ -	0.59	0.59	0.59	\$ 2,065.00	0.61	49.17%
9.05	INLET PROTECTION DEVICE, DROP-IN	EA	16.00		16.00	\$200.00	\$ 3,200.00	\$ -	4.00	4.00	4.00	\$ 800.00	12.00	25.00%
9.06	INLET PROTECTION DEVICE, OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EA	4.00		4.00	\$100.00	\$ 400.00	\$ -	8.00	8.00	8.00	\$ 800.00	(4.00)	200.00%
9.07	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	48.00		48.00	\$40.00	\$ 1,920.00	\$ -	26.00	26.00	26.00	\$ 1,040.00	22.00	54.17%
9.08	INLET PROTECTION DEVICE, AREA INTAKE	EA	2.00		2.00	\$150.00	\$ 300.00	\$ -	0.00	0.00	0.00	\$ -	2.00	0.00%
MISCELLANEOUS														
11.01	MOBILIZATION	LS	1.00		1.00	\$150,000.00	\$ 150,000.00	\$ 75,000.00	0.50	1.00	0.50	\$ 150,000.00	0.00	100.00%
11.02	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		1.00	\$6,200.00	\$ 6,200.00	\$ 310.00	0.05	0.40	0.40	\$ 2,790.00	0.55	45.00%
11.03	TEMPORARY GRANULAR SIDEWALK	SY	944.00		944.00	\$20.00	\$ 18,880.00	\$ 2,000.00	100.00	303.00	403.00	\$ 8,060.00	541.00	42.69%
11.04	TEMPORARY PEDESTRIAN RAMP	EA	4.00		4.00	\$2,500.00	\$ 10,000.00	\$ -	6.00	6.00	6.00	\$ 15,000.00	(2.00)	150.00%
11.05	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1.00		1.00	\$3,000.00	\$ 3,000.00	\$ -	0.43	0.43	0.43	\$ 1,290.00	0.57	43.00%
11.06	ORANGE MESH SAFETY FENCE	LS	1.00		1.00	\$20,000.00	\$ 20,000.00	\$ -	0.40	0.40	0.40	\$ 8,000.00	0.60	40.00%
CHANGE ORDER ITEMS														
12.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, A-2000, 15 IN. DIA.	LF	0.00		1,249.00	\$ 117.20	\$ 146,382.80	\$ 8,672.80	74.00	666.00	740.00	\$ 86,728.00	509.00	59.25%
12.02	SANITARY SEWER SERVICE, A-2000, 4"	LF	0.00		1,044.00	\$ 70.22	\$ 73,303.68	\$ 6,319.80	90.00	486.00	576.00	\$ 40,446.72	468.00	55.17%
12.03	402B-D - REMOVAL OF STORM SEWER, RCP, 36 IN. DIA.	LF	0.00		32.00	\$ 38.85	\$ 1,243.20	\$ -	32.00	32.00	32.00	\$ 1,243.20	0.00	100.00%
12.04	601D-H - REMOVE MAHOLE, STORM SEWER	EA	0.00		1.00	\$99.00	\$ 99.00	\$ -	1.00	1.00	1.00	\$ 99.00	0.00	100.00%
12.05	FOOTING REMOVAL (CO#3)	LS	0.00		1.00	\$ 3,952.50	\$ 3,952.50	\$ -	1.00	1.00	1.00	\$ 3,952.50	0.00	100.00%
12.06	802B-B, PAINTED PAVEMENT MARKINGS, TEMPORARY (CO#3)	LS	0.00		1.00	\$ 3,348.87	\$ 3,348.87	\$ -	1.00	1.00	1.00	\$ 3,348.87	0.00	100.00%
12.07	WATER SERVICE LINE RELOCATION (CO#3)	LS	0.00		1.00	\$ 19,980.00	\$ 19,980.00	\$ -	1.00	1.00	1.00	\$ 19,980.00	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$1,876,559.15 PAY PERIOD = \$ 201,921.60

COMPLETED = \$1,071,043.69

57.07%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 20, 2022	\$ 9,285.30
2	July 18, 2022	\$ 116,299.10
3	September 6, 2022	\$ 126,710.14
4	September 19, 2022	\$ 109,410.36
5	October 17, 2022	\$ 55,354.09
6	November 21, 2022	\$ 62,994.02
7	December 19, 2022	\$ 170,950.60
8	January 16, 2023	\$ 85,369.85
9	February 20, 2023	\$ 26,667.80
10	May 15, 2023	\$ 62,624.73
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 825,665.99

Record of Change Orders

No.	Date	Amount
1	April 18, 2022	\$ 30,045.48
2	July 18, 2022	\$ 2,242.20
3	February 6, 2023	\$ 27,281.37
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CHANGE ORDER TOTAL = \$ 59,569.05

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:	6.5
Total Working Days:	166.5
Working Days Used to Date:	166.5
Working Days Remaining:	0.0



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #11 in the amount of \$517,582.80 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: June 19, 2023 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: May 2, 2023 Through: May 31, 2023

Contract Summary

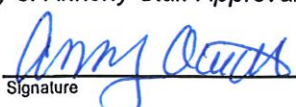
Original Contract Amount:	\$	5,069,501.00	
Net change by Change Orders:	\$	366,736.03	
Contract Amount to Date: (line 1 ± 2)	\$	5,436,237.03	
Total completed and stored to date:	\$	4,911,816.13	
Retainage: 5 % of Completed Work:	\$	245,590.81	
Total Earned less Retainage:	\$	4,666,225.32	
Less previous applications for payment:	\$	4,148,642.52	
SUBTOTAL	\$	517,582.80	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	517,582.80	
Balance to finish, including retainage:	\$	770,011.71	

Contract Time Remaining (If applicable) 26.50 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.
Firm Name
Signature:  Date: 6/2/2023

Engineer / Consultant Approval: HR Green, Inc.
Firm Name
Signature: Tony Babcock
Date: 6/2/2023
Digitally signed by Tony Babcock
DN: c=US, e=tbabcock@hrgreen.com, o=HR Green, Inc., CN=Tony Babcock
Location: City of Ankeny - NE 36th
Reason: Pay App 11
Date: 2023.06.02 13:10:01 -0500

City of Ankeny Staff Approval:
Signature:  Date: 6/2/2023

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 6, 2022	\$ 45,670.77
2	July 5, 2022	\$ 5,766.50
3	July 19, 2022	\$ 110,721.55
4	August 1, 2022	\$ 298,620.34
5	August 15, 2022	\$ 132,339.47
6	September 7, 2022	\$ 501,647.50
7	October 3, 2022	\$ 592,991.19
8	November 7, 2022	\$1,810,935.60
9	January 3, 2023	\$ 501,812.87
10	May 15, 2023	\$ 148,136.73
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Previous Applications for Payment

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TOTAL \$ 4,148,642.52

Record of Change Orders

No.	Date	Amount
1	August 1, 2022	\$ 16,489.00
2	October 3, 2022	\$ 4,468.75
3	November 7, 2022	\$ 305,180.70
4	December 7, 2022	\$ 40,597.58
5	May 15, 2023	
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TOTAL \$ 366,736.03

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	190.00
Added by Change Order:	
Contract Time to Date:	190.00
Time Used to Date:	163.50
Contract Time Remaining:	26.50

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	TOTAL QTY PREVIOUS PERIOD	TOTAL VALUE PREVIOUS PERIOD	REMAINING QUANTITY	PERCENT COMPLETE
DIVISION 2- EARTHWORK													
2.01	Clearing and Grubbing	LS	1.00		1.00	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00	1.00	\$ 8,000.00	-	100.00%
2.02	Topsoil, On-Site	CY	3,577.00		3,577.00	\$ 10.00	\$ 35,770.00	0	\$ -	0.00	\$ -	3,577.00	0.00%
2.03	Topsoil, Off-Site	CY	1,649.00		1,649.00	\$ 15.00	\$ 24,735.00	0	\$ -	0.00	\$ -	1,649.00	0.00%
2.04	Excavation, Class 10, Import	CY	8,208.00		8,208.00	\$ 8.00	\$ 65,664.00	0	\$ -	0.00	\$ -	8,208.00	0.00%
2.05	Excavation, Class 10, Roadway and Borrow	CY	12,832.00		12,832.00	\$ 8.00	\$ 102,656.00	12954.8	\$ 103,638.40	12954.80	\$ 103,638.40	(122.80)	100.96%
2.06	Subgrade Preparation, 6"	SY	13,830.00		13,830.00	\$ 1.50	\$ 20,745.00	21071.2	\$ 31,606.80	21071.20	\$ 31,606.80	(7,241.20)	152.36%
2.07	Subgrade Preparation, 9"	SY	10,488.00		10,488.00	\$ 3.00	\$ 31,464.00	0	\$ -	0.00	\$ -	10,488.00	0.00%
2.08	Subbase, Modified, 6"	SY	24,318.00		24,318.00	\$ 12.00	\$ 291,816.00	35226.6	\$ 422,719.20	35226.60	\$ 422,719.20	(10,908.60)	144.86%
2.09	Subbase, Modified, Asphalt Millings, 3"	SY	513.00		513.00	\$ 9.00	\$ 4,617.00	513	\$ 4,617.00	513.00	\$ 4,617.00	-	100.00%
2.10	Removal of Structure, Concrete Footing of Highway Sign	EA	6.00		6.00	\$ 1,000.00	\$ 6,000.00	6	\$ 6,000.00	6.00	\$ 6,000.00	-	100.00%
2.11	Removal of Known Pipe Culvert, CMP, 12"- 24" Dia.	LF	252.00		252.00	\$ 21.00	\$ 5,292.00	252	\$ 5,292.00	252.00	\$ 5,292.00	-	100.00%
2.12	Removal of Known Pipe and Conduit, Subdrain, PVC, 6" Dia.	LF	663.00		663.00	\$ 15.00	\$ 9,945.00	0	\$ -	0.00	\$ -	663.00	0.00%
2.13	Compaction Testing	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00	0	\$ -	0.00	\$ -	1.00	0.00%
2.14	Below Grade Excavation (Core Out)	CY	100.00		100.00	\$ 8.00	\$ 800.00	0	\$ -	0.00	\$ -	100.00	0.00%
2.15	Granular Surfacing, 3" Recycled Concrete, 5" Depth	TON	130.00		130.00	\$ 35.00	\$ 4,550.00	68.8	\$ 2,408.00	68.80	\$ 2,408.00	61.20	52.92%
2.16	Locating and Repairing Field Tile	STA	30.00		30.00	\$ 2,200.00	\$ 66,000.00	0	\$ -	0.00	\$ -	30.00	0.00%
2.17	SUBGRADE STABILIZATION MAT'L, POLYMER GRID	SY		2,998.00	2,998.00	\$ 5.50	\$ 16,489.00	2998	\$ 16,489.00	2998.00	\$ 16,489.00	-	100.00%
2.18	Tree Removal	EA		6,050.00	6,050.00	\$ 1.00	\$ 6,050.00	6050	\$ 6,050.00	6050.00	\$ 6,050.00	-	100.00%
DIVISION 3 - TRENCH EXCAVATION AND BACKFILL													
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00	-	100.00%
DIVISION 4- SEWERS AND DRAINS													
4.01	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	LF	161.00		161.00	\$ 130.00	\$ 20,930.00	161	\$ 20,930.00	161.00	\$ 20,930.00	-	100.00%
4.02	Storm Sewer, Trenched, RCP, 2000D (Class II), 15" Dia.	LF	679.00		679.00	\$ 94.00	\$ 63,826.00	679	\$ 63,826.00	679.00	\$ 63,826.00	-	100.00%
4.03	Storm Sewer, Trenched, RCP, 2000D (Class II), 18" Dia.	LF	696.00		696.00	\$ 96.00	\$ 66,816.00	688	\$ 66,048.00	688.00	\$ 66,048.00	8.00	98.85%
4.04	Storm Sewer, Trenched, RCP, 2000D (Class II), 24" Dia.	LF	225.00		225.00	\$ 121.00	\$ 27,225.00	225	\$ 27,225.00	225.00	\$ 27,225.00	-	100.00%
4.05	Storm Sewer, Trenched, RCP, 2000D (Class II), 30" Dia.	LF	216.00		216.00	\$ 158.00	\$ 34,128.00	216	\$ 34,128.00	216.00	\$ 34,128.00	-	100.00%
4.06	Storm Sewer, Trenched, RCP, 2000D (Class II), 36" Dia.	LF	763.00		763.00	\$ 200.00	\$ 152,600.00	763	\$ 152,600.00	763.00	\$ 152,600.00	-	100.00%
4.07	Removal of Storm Sewer, RCP, 15" Dia.	LF	528.00		528.00	\$ 32.00	\$ 16,896.00	476	\$ 15,232.00	476.00	\$ 15,232.00	52.00	90.15%
4.08	Pipe Culvert, Trenched, RCP, 2000D (Class II), 24" Dia.	LF	166.00		166.00	\$ 146.00	\$ 24,236.00	166	\$ 24,236.00	166.00	\$ 24,236.00	-	100.00%
4.09	Pipe Culvert, Trenched, Low Clearance RCP, 2000D (Class II), 44" x 22"	LF	188.00		188.00	\$ 271.00	\$ 50,948.00	188	\$ 50,948.00	188.00	\$ 50,948.00	-	100.00%
4.10	Pipe Apron, RCP, 24" Dia.	EA	4.00		4.00	\$ 2,700.00	\$ 10,800.00	4	\$ 10,800.00	4.00	\$ 10,800.00	-	100.00%
4.11	Pipe Apron, RCP, 36" Dia.	EA	1.00		1.00	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	1.00	\$ 4,500.00	-	100.00%
4.12	Pipe Apron, RCAP, Type 1, 44" x 27"	EA	4.00		4.00	\$ 4,700.00	\$ 18,800.00	4	\$ 18,800.00	4.00	\$ 18,800.00	-	100.00%
4.13	Footing for Concrete Apron, RCP, 24" Dia.	EA	4.00		4.00	\$ 715.00	\$ 2,860.00	4	\$ 2,860.00	4.00	\$ 2,860.00	-	100.00%
4.14	Footing for Concrete Apron, RCP, 36" Dia.	EA	1.00		1.00	\$ 715.00	\$ 715.00	1	\$ 715.00	1.00	\$ 715.00	-	100.00%
4.15	Footing for Concrete Apron, RCAP, Type 1, 44" x 27"	EA	4.00		4.00	\$ 715.00	\$ 2,860.00	4	\$ 2,860.00	4.00	\$ 2,860.00	-	100.00%
4.16	Pipe Apron Guard	EA	7.00		7.00	\$ 3,400.00	\$ 23,800.00	7	\$ 23,800.00	7.00	\$ 23,800.00	-	100.00%
4.17	Subdrain, Case A, Type 1, PVC, 6" Dia.	LF	5,124.00		5,124.00	\$ 30.00	\$ 153,720.00	3404.9	\$ 102,147.00	3404.90	\$ 102,147.00	1,719.10	66.45%
4.18	Subdrain Cleanout, Type B, 24"	EA	2.00		2.00	\$ 3,000.00	\$ 6,000.00	2	\$ 6,000.00	2.00	\$ 6,000.00	-	100.00%
4.19	Subdrain Outlets and Connections, Outlet to Ditch, CMP, 8"	EA	12.00		12.00	\$ 540.00	\$ 6,480.00	0	\$ -	0.00	\$ -	12.00	0.00%
4.20	Subdrain Outlets and Connections, Outlet into Structure, CMP, 6"	EA	40.00		40.00	\$ 211.00	\$ 8,440.00	36	\$ 7,596.00	36.00	\$ 7,596.00	4.00	90.00%
DIVISION 5- WATER MAINS AND APPURTENANCES													
5.01	Water Main, Trenched, DI Class 52 or PVC DR 18, Restrained Joint, 10"	LF	120.00		120.00	\$ 95.00	\$ 11,400.00	117	\$ 11,115.00	117.00	\$ 11,115.00	3.00	97.50%
5.02	Fitting, DI MJ Solid Sleeve, 10"	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00	0	\$ -	0.00	\$ -	1.00	0.00%
5.03	Fitting, DI MJ Reducer, 10" x 6"	EA	1.00		1.00	\$ 850.00	\$ 850.00	1	\$ 850.00	1.00	\$ 850.00	-	100.00%
5.04	Water Main Removal, PVC, 3"	LF	1,370.00		1,370.00	\$ 15.00	\$ 20,550.00	1270	\$ 19,050.00	1270.00	\$ 19,050.00	100.00	92.70%
5.05	Fire Hydrant Assembly	EA	2.00		2.00	\$ 8,000.00	\$ 16,000.00	2	\$ 16,000.00	2.00	\$ 16,000.00	-	100.00%
5.06	Valve Box Adjustment (Minor)	EA	1.00		1.00	\$ 331.00	\$ 331.00	0	\$ -	0.00	\$ -	1.00	0.00%
5.07	Fire Hydrant Assembly Removal	EA	1.00		1.00	\$ 1,563.00	\$ 1,563.00	1	\$ 1,563.00	1.00	\$ 1,563.00	-	100.00%
5.08	Flushing Device (Blowoff) Removal, 3"	EA	1.00		1.00	\$ 960.00	\$ 960.00	1	\$ 960.00	1.00	\$ 960.00	-	100.00%
5.09	Water Service Removal and Reconnect	LS		1.00	1.00	\$ 6,978.40	\$ 6,978.40	1	\$ 6,978.40	1.00	\$ 6,978.40	-	100.00%
DIVISION 6- STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	Manhole, SW-301, 48 inch	EA	2.00		2.00	\$ 12,000.00	\$ 24,000.00	2	\$ 24,000.00	2.00	\$ 24,000.00	-	100.00%
6.02	Manhole, SW-401, 72 inch	EA	1.00		1.00	\$ 6,700.00	\$ 6,700.00	1	\$ 6,700.00	1.00	\$ 6,700.00	-	100.00%
6.03	Manhole, SW-402, 4 ft. x 4 ft.	EA	1.00		1.00	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00	1.00	\$ 12,000.00	-	100.00%
6.04	Intake, SW-505 with SW-603 Type R Casting	EA	9.00		9.00	\$ 7,500.00	\$ 67,500.00	8	\$ 60,000.00	8.00	\$ 60,000.00	1.00	88.89%
6.05	Intake, SW-506 with SW-603 Type R Casting and Manhole	EA	11.00		11.00	\$ 13,000.00	\$ 143,000.00	12	\$ 156,000.00	12.00	\$ 156,000.00	(1.00)	109.09%
6.06	Intake, SW-506, Modified, Full Box with Type R Casting and Manhole	EA	1.00		1.00	\$ 21,000.00	\$ 21,000.00	1	\$ 21,000.00	1.00	\$ 21,000.00	-	100.00%
6.07	Intake, SW-512, 24 inch	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	1.00	\$ 5,000.00	-	100.00%
6.08	Connection to Existing Intake	EA	1.00		1.00	\$ 5,200.00	\$ 5,200.00	1	\$ 5,200.00	1.00	\$ 5,200.00	-	100.00%
6.09	Remove Intake, SW-506	EA	1.00		1.00	\$ 2,200.00	\$ 2,200.00	1	\$ 2,200.00	1.00	\$ 2,200.00	-	100.00%
6.10	Remove Intake, SW-512	EA	1.00		1.00	\$ 1,600.00	\$ 1,600.00	1	\$ 1,600.00	1.00	\$ 1,600.00	-	100.00%
6.11	Remove Intake, Field Tile	EA	1.00		1.00	\$ 730.00	\$ 730.00	0	\$ -	0.00	\$ -	1.00	0.00%
DIVISION 7- STREETS AND RELATED WORK													
7.01	Pavement, PCC Class C-SUD, 9"	SY	20,977.00		20,977.00	\$ 90.00	\$ 1,887,930.00	19435.63	\$ 1,749,206.70	13515.73	\$ 1,216,415.70	1,541.37	92.65%
7.02	Curb and Gutter, 3.0', 9", Wide	LF	227.00		227.00	\$ 43.00	\$ 9,761.00	227	\$ 9,761.00	227.00	\$ 9,761.00	-	100.00%
7.03	Concrete Median, 6"	SY	241.00		241.00	\$ 74.00	\$ 17,834.00	147.1	\$ 10,885.40	147.10	\$ 10,885.40	93.90	61.04%
7.04	Granular Shoulder, Type A, 4"	TON	214.00		214.00	\$ 35.00	\$ 7,490.00	0	\$ -	0.00	\$ -	214.00	0.00%
7.05	Removal of Sidewalk	SY	210.00		210.00	\$ 10.00	\$ 2,100.00	329.4	\$ 3,294.00	329.40	\$ 3,294.00	(119.40)	156.86%
7.06	Removal of Driveway	SY	600.00		600.00	\$ 10.00	\$ 6,000.00	600	\$ 6,000.00	600.00	\$ 6,000.00	-	100.00%
7.07	Sidewalk, PCC, 4"	SY	497.00		497.00	\$ 57.00	\$ 28,329.00	516.5	\$ 29,440.50	516.50	\$ 29,440.50	(19.50)	103.92%
7.08	Sidewalk, PCC, 5"	SY	277.00		277.00	\$ 63.00	\$ 17,451.00	299.7	\$ 18,881.10	299.70	\$ 18,881.10		

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.22	Grooves Cut for Symbols and Legends	EA	21.00		21.00	\$ 125.00	\$ 2,625.00	0	\$ -	0.00	\$ -	21.00	0.00%
8.23	Temporary Traffic Control	LS	1.00		1.00	\$55,000.00	\$ 55,000.00	0.25	\$ 13,750.00	0.25	\$ 13,750.00	0.75	25.00%
8.24	Portable Dynamic Message Sign (PDMS)	DAY	120.00		120.00	\$ 75.00	\$ 9,000.00	30	\$ 2,250.00	30.00	\$ 2,250.00	90.00	25.00%
8.25	Removal of Type A Sign Assembly	EA	10.00		10.00	\$ 75.00	\$ 750.00	0	\$ -	0.00	\$ -	10.00	0.00%
8.26	Install Type A Sign Assembly	EA	26.00		26.00	\$ 375.00	\$ 9,750.00	11	\$ 4,125.00	11.00	\$ 4,125.00	15.00	42.31%
8.27	Removal and Reinstall Type B Sign Assembly	EA	3.00		3.00	\$ 1,750.00	\$ 5,250.00	0	\$ -	0.00	\$ -	3.00	0.00%
8.28	PSSIP Anchor Triangular Sign Base Assembly for Type B Sign Assembly	EA	2.00		2.00	\$ 475.00	\$ 950.00	0	\$ -	0.00	\$ -	2.00	0.00%
8.29	Concrete Footing for Breakaway Type B Sign Post, 2'-6" Dia. x 7'-6"	EA	4.00		4.00	\$ 2,000.00	\$ 8,000.00	0	\$ -	0.00	\$ -	4.00	0.00%
8.30	Steel Breakaway Sign Post for Type B Signs, W8 x W21	LF	22.00		22.00	\$ 125.00	\$ 2,750.00	0	\$ -	0.00	\$ -	22.00	0.00%
8.31	I-35 Ramp Signalization	LS	1.00		1.00	\$292,152.30	\$ 292,152.30	1	\$ 292,152.30	1.00	\$ 292,152.30	-	100.00%
8.32	Bracket for PTZ Camera	LS	1.00		1.00	\$ 1,854.60	\$ 1,854.60	1	\$ 1,854.60	1.00	\$ 1,854.60	-	100.00%
8.33	Painted Symbols and Legends, Temp	EA	9.00		9.00	\$ 137.50	\$ 1,237.50	9	\$ 1,237.50	9.00	\$ 1,237.50	-	100.00%
8.34	Painted Pavement Markings, Temp	STA	49.70		49.70	\$ 46.75	\$ 2,323.48	49.7	\$ 2,323.48	49.70	\$ 2,323.48	-	100.00%
8.35	(EWO) Traffic Control	EA		1.00	1.00	\$ 3,300.00	\$ 3,300.00	1	\$ 3,300.00	1.00	\$ 3,300.00	-	100.00%
DIVISION 9- SITE WORK AND LANDSCAPING													
9.01	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	8.70		8.70	\$ 500.00	\$ 4,350.00	1	\$ 500.00	1.00	\$ 500.00	7.70	11.49%
9.02	Conventional Seeding, Seeding and Fertilizing, Type 6	AC	5.80		5.80	\$ 2,500.00	\$ 14,500.00	1.91	\$ 4,775.00	0.00	\$ -	3.89	32.93%
9.03	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	5.80		5.80	\$ 3,800.00	\$ 22,040.00	8.09	\$ 30,742.00	6.18	\$ 23,484.00	(2.29)	139.48%
9.04	Filter Sock, 9" Dia.	LF	9,250.00		9,250.00	\$ 2.00	\$ 18,500.00	175	\$ 350.00	175.00	\$ 350.00	9,075.00	1.89%
9.05	Filter Sock, 12" Dia.	LF	240.00		240.00	\$ 4.00	\$ 960.00	0	\$ -	0.00	\$ -	240.00	0.00%
9.06	Filter Sock, Removal	LF	9,490.00		9,490.00	\$ 0.40	\$ 3,796.00	0	\$ -	0.00	\$ -	9,490.00	0.00%
9.07	Check Dam, Rock	TON	24.00		24.00	\$ 75.00	\$ 1,800.00	0	\$ -	0.00	\$ -	24.00	0.00%
9.08	Rip Rap, Class E Revetment	TON	131.00		131.00	\$ 75.00	\$ 9,825.00	90	\$ 6,750.00	90.00	\$ 6,750.00	41.00	68.70%
9.09	Rip Rap, Erosion Stone	TON	42.00		42.00	\$ 75.00	\$ 3,150.00	0	\$ -	0.00	\$ -	42.00	0.00%
9.10	Silt Fence or Silt Fence Ditch Check	LF	7,250.00		7,250.00	\$ 2.00	\$ 14,500.00	65	\$ 130.00	65.00	\$ 130.00	7,185.00	0.90%
9.11	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	7,250.00		7,250.00	\$ 0.10	\$ 725.00	0	\$ -	0.00	\$ -	7,250.00	0.00%
9.12	Stabilized Construction Entrance	SY	480.00		480.00	\$ 10.00	\$ 4,800.00	0	\$ -	0.00	\$ -	480.00	0.00%
9.13	Erosion Control Mulching, Conventional	AC	8.70		8.70	\$ 600.00	\$ 5,220.00	1	\$ 600.00	1.00	\$ 600.00	7.70	11.49%
9.14	Inlet Protection Device, Drop-in	EA	50.00		50.00	\$ 200.00	\$ 10,000.00	28	\$ 5,600.00	28.00	\$ 5,600.00	22.00	56.00%
9.15	Inlet Protection Device, Surface Applied	EA	50.00		50.00	\$ 200.00	\$ 10,000.00	0	\$ -	0.00	\$ -	50.00	0.00%
9.16	Inlet Protection Device, Maintenance	EA	100.00		100.00	\$ 25.00	\$ 2,500.00	0	\$ -	0.00	\$ -	100.00	0.00%
DIVISION 10- DEMOLITION													
10.01	Demolition of Building Structures	LS	1.00		1.00	\$37,500.00	\$ 37,500.00	1	\$ 37,500.00	1.00	\$ 37,500.00	-	100.00%
DIVISION 11- MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	\$500,000.00	\$ 500,000.00	1	\$ 500,000.00	1.00	\$ 500,000.00	-	100.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$10,000.00	\$ 10,000.00	0.75	\$ 7,500.00	0.75	\$ 7,500.00	0.25	75.00%
11.04	Telebelt for Concrete Placement	EA		1.00	1.00	\$ 4,468.75	\$ 4,468.75	1	\$ 4,468.75	0.00	\$ 4,468.75	-	100.00%
11.03	Concrete Washout	LS	1.00		1.00	\$10,000.00	\$ 10,000.00	0.75	\$ 7,500.00	0.75	\$ 7,500.00	0.25	75.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 5,439,537.03

\$ 4,911,816.13

\$ 4,366,992.13

-9.70%



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of \$170,817.65 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.

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 #12



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 06/19/23 **PAYMENT REQUEST #** 12
From: 04/30/23 **through:** 06/03/23

Contract Summary

Original Contract Amount: \$ 3,996,224.75
Net change by Change Orders: \$ 51,738.28
Contract Amount to Date: (line 1 ± 2) \$ 4,047,963.03

Total completed and stored to date: \$ 3,193,409.88
Retainage: 5 % of Completed Work: \$ 159,670.49
Total Earned less Retainage: \$ 3,033,739.39
Less previous applications for payment: \$ 2,862,921.74
SUBTOTAL \$ 170,817.65

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

CURRENT PAYMENT DUE \$ 170,817.65

Balance to finish, including retainage: \$ 1,014,223.64

Contract Time Remaining (If applicable) 12.5 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 **6-7-23**
Signature **Date**

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name **6/12/23**
Signature **Date**

City of Ankeny Staff Approval **Adam Lust** **06/12/23**
Signature **Date**

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	Cleaning and Grubbing	UNIT	42.5		42.5	\$ 135.00	\$ 5,737.50		\$ -	42.5	42.5	\$ 5,737.50	-	100.00%
2.02	2010-B-1	Topsoil, On-site, 6 inch Depth	CY	3,242		3,242	\$ 14.00	\$ 45,388.00	3,261	\$ 5,450.00	2,598	2,598	\$ 36,322.00	304	90.01%
2.03	2010-E	Excavation, Class 10	CT	7,123		7,123	\$ 10.00	\$ 71,230.00	2,651	\$ 3,656.00	6,768	6,768	\$ 71,230.00	-	100.00%
2.04	2010-G	Subgrade Preparation, 6 inch Depth	SY	14,836		14,836	\$ 2.50	\$ 37,090.00	628.1	\$ 1,570.25	13,465.9	13,465.9	\$ 35,235.00	762	95.00%
2.05	2010-G	Subgrade Preparation, 12 inch Depth	SY	5,379		5,379	\$ 4.00	\$ 21,516.00	3,562.8	\$ 14,251.20	1,816.2	1,816.2	\$ 7,357.80	521	90.33%
2.06	2010-H	Subgrade Treatment, Geotext, Triangular	SY	2,000		2,000	\$ 6.00	\$ 12,000.00		\$ -			\$ -	2,000	100.00%
2.07	2010-I	Subbase, Modified, 8 inch Depth	SY	15,527		15,527	\$ 11.00	\$ 170,800.00	1,170	\$ 12,870.00	14,357.0	14,357.0	\$ 158,930.00	0	100.00%
2.08	2010-I	Subbase, Modified, 12 inch Depth	SY	130		130	\$ 28.00	\$ 3,640.00		\$ -			\$ -	130	100.00%
2.09	2010-L	Compaction Testing	LS	1		1	\$ 5,000.00	\$ 5,000.00	0.1	\$ 500.00	0.9	0.9	\$ 4,500.00	0	90.00%
3.01	3010-F	Trench Compaction Testing	LS	1		1	\$ 1,500.00	\$ 1,500.00	0.1	\$ 150.00	0.9	0.9	\$ 1,350.00	-	100.00%
4.01	4010-A-1	Storm Sewer, Trenched, RCP, 15 inch Diameter	LF	448		448	\$ 60.00	\$ 26,880.00	16	\$ 1,600.00	448	448	\$ 26,880.00	-	100.00%
4.02	4010-A-1	Storm Sewer, Trenched, RCP, 24 inch Diameter	LF	16		16	\$ 100.00	\$ 1,600.00		\$ -			\$ -	16	100.00%
4.03	4010-A-1	Storm Sewer, Trenched, RCP, 30 inch Diameter	LF	132		132	\$ 110.00	\$ 14,520.00		\$ -			\$ -	132	100.00%
4.04	4010-A-1	Storm Sewer, Trenched, RCP, 36 inch Diameter	LF	16		16	\$ 120.00	\$ 1,920.00		\$ -			\$ -	16	100.00%
4.05	4010-A-1	Storm Sewer, Trenched, RCP, 24 inch x 18 inch Diameter	LF	8		8	\$ 150.00	\$ 1,200.00		\$ -			\$ -	8	100.00%
4.06	4010-D	Removal of Storm Sewer, Less Than 36 inch Diameter	LF	440		440	\$ 20.00	\$ 8,800.00		\$ -			\$ -	440	100.00%
4.07	4010-A	Subdrain, Corrugated PVC, Type 1, 6 inch Diameter	EA	3,153		3,153	\$ 12.00	\$ 37,836.00		\$ -			\$ -	3,153	100.00%
4.08	4010-C	Subdrain, Corrugated PVC, Type 1, 6 inch Diameter	EA	1		1	\$ 500.00	\$ 500.00		\$ -			\$ -	1	100.00%
4.09	4010-C	Subdrain, Corrugated PVC, Type 1, 6 inch Diameter	EA	38		38	\$ 950.00	\$ 36,100.00		\$ -			\$ -	38	100.00%
5.01	5010-A-1	Water Main, Trenched, PVC, 12 inch Diameter	LF	2,615		2,615	\$ 80.00	\$ 209,200.00		\$ -			\$ -	2,615	100.00%
5.02	5010-A-1	Water Main, Trenched, PVC, 10 inch Diameter	LF	40		40	\$ 75.00	\$ 3,000.00		\$ -			\$ -	40	100.00%
5.03	5010-A-1	Water Main, Trenched, PVC, 8 inch Diameter	LF	85		85	\$ 70.00	\$ 5,950.00		\$ -			\$ -	85	100.00%
5.04	5010-A-2	Water Main, Trenched, PVC, 10 inch Diameter	LF	50		50	\$ 300.00	\$ 15,000.00		\$ -			\$ -	50	100.00%
5.05	5010-C-1	Fitting, By Weight	LB	1,858		1,858	\$ 12.00	\$ 22,296.00		\$ -			\$ -	1,858	100.00%
5.06	5020-A	Valve, Gate, 12 inch Diameter	EA	4		4	\$ 4,000.00	\$ 16,000.00		\$ -			\$ -	4	100.00%
5.07	5020-A	Valve, Gate, 10 inch Diameter	EA	1		1	\$ 3,500.00	\$ 3,500.00		\$ -			\$ -	1	100.00%
5.08	5020-A	Valve, Gate, 8 inch Diameter	EA	1		1	\$ 3,000.00	\$ 3,000.00		\$ -			\$ -	1	100.00%
5.09	5020-A	Valve, Gate, 6 inch Diameter, Auxiliary	EA	1		1	\$ 2,500.00	\$ 2,500.00		\$ -			\$ -	1	100.00%
5.10	5020-B	Tapping Valve Assembly, 10 inch	EA	1		1	\$ 7,500.00	\$ 7,500.00		\$ -			\$ -	1	100.00%
5.11	5020-B	Service Saddle, Tap, 2 inch Diameter	EA	1		1	\$ 2,500.00	\$ 2,500.00		\$ -			\$ -	1	100.00%
5.12	5020-C	Fire Hydrant Assembly	EA	2		2	\$ 5,500.00	\$ 11,000.00		\$ -			\$ -	2	100.00%
5.13	5020-F	Valve Box Extension	EA	4		4	\$ 500.00	\$ 2,000.00		\$ -			\$ -	4	100.00%
5.14	5020-H	Fire Hydrant Adjustment	EA	1		1	\$ 1,500.00	\$ 1,500.00		\$ -			\$ -	1	100.00%
5.15	5020-I	Valve Removal	EA	2		2	\$ 500.00	\$ 1,000.00		\$ -			\$ -	2	100.00%
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		\$ -			\$ -	77	100.00%
5.17	5010-999-A	Filling and Plugging Water Main, 12 inch Diameter	EA	93		93	\$ 500.00	\$ 46,500.00		\$ -			\$ -	93	100.00%
5.18	5020-999-A	Fire Hydrant Removal	EA	2		2	\$ 1,500.00	\$ 3,000.00		\$ -			\$ -	2	100.00%
5.19	5020-999-A	Reinstall Fire Hydrant	EA	2		2	\$ 1,500.00	\$ 3,000.00		\$ -			\$ -	2	100.00%
5.20	5999-A	Irrigation Sprinkler, Trenchless HOPE, 3 inch Diameter	LF	445		445	\$ 45.00	\$ 20,025.00		\$ -			\$ -	445	100.00%
2.11	2010-B	12 inch Gravel, 18 inch Depth	EA	4		4	\$ 1,000.00	\$ 4,000.00		\$ -			\$ -	4	100.00%
4.01	4010-A	Manhole, 36 inch, 48 inch Diameter	EA	4		4	\$ 3,500.00	\$ 14,000.00		\$ -			\$ -	4	100.00%
4.02	4010-A	Manhole, 36 inch, 60 inch Diameter	EA	2		2	\$ 5,000.00	\$ 10,000.00		\$ -			\$ -	2	100.00%
4.03	4010-A	Manhole, 36 inch, 72 inch Diameter	EA	1		1	\$ 8,000.00	\$ 8,000.00		\$ -			\$ -	1	100.00%
4.04	4010-A	Inlet, 36 inch, 72 inch Diameter	EA	4		4	\$ 3,000.00	\$ 12,000.00		\$ -			\$ -	4	100.00%
4.05	4010-A	Inlet, 36 inch, 50 inch Diameter	EA	1		1	\$ 2,500.00	\$ 2,500.00		\$ -			\$ -	1	100.00%
4.06	4010-A	Inlet, 36 inch, 50 inch Diameter	EA	2		2	\$ 4,500.00	\$ 9,000.00		\$ -			\$ -	2	100.00%
4.07	4010-A	Inlet, 36 inch, 50 inch Diameter	EA	6		6	\$ 4,000.00	\$ 24,000.00		\$ -			\$ -	6	100.00%
4.08	4010-A	Inlet, 36 inch, 50 inch Diameter	EA	1		1	\$ 8,500.00	\$ 8,500.00		\$ -			\$ -	1	100.00%
4.09	4010-A	Inlet, 36 inch, 50 inch Diameter	EA	7		7	\$ 900.00	\$ 6,300.00		\$ -			\$ -	7	100.00%
4.10	4010-A	Manhole Adjustment, Minor	EA	3		3	\$ 1,500.00	\$ 4,500.00		\$ -			\$ -	3	100.00%
4.11	4010-F	Manhole Adjustment, Major	EA	1		1	\$ 1,500.00	\$ 1,500.00		\$ -			\$ -	1	100.00%
4.12	4010-G	Connection to Existing Inlet	EA	1		1	\$ 1,500.00	\$ 1,500.00		\$ -			\$ -	1	100.00%
4.13	4010-H	Remove Manhole	EA	4		4	\$ 1,500.00	\$ 6,000.00		\$ -			\$ -	4	100.00%
4.14	4010-H	Remove Manhole	EA	11		11	\$ 1,500.00	\$ 16,500.00		\$ -			\$ -	11	100.00%
7.01	7010-A	Pavement, PCC, Class C50D, 3 inch Depth	SY	16,445		16,445	\$ 80.00	\$ 1,315,600.00	4,051	\$ 34,800.00	12,394	12,394	\$ 1,013,600.00	3,775.0	77.04%
7.02	7010-A	Pavement, PCC, Class C50D, 8 inch Depth	SY	1,003		1,003	\$ 85.00	\$ 85,255.00		\$ -			\$ -	1,003	100.00%
7.03	7010-E	Curb and Gutter, 23.5 inch Width, 9 inch Thickness	LF	45		45	\$ 80.00	\$ 3,600.00		\$ -			\$ -	45	100.00%
7.04	7010-F	Beam Curb	LF	337		337	\$ 30.00	\$ 10,110.00		\$ -			\$ -	337	100.00%
7.05	7010-G	Concrete Median, 6 inch Depth	SY	669		669	\$ 80.00	\$ 53,520.00		\$ -			\$ -	669	100.00%
7.06	7010-G	Concrete Median, Dowelled, 6 inch Depth	SY	154		154	\$ 150.00	\$ 23,100.00		\$ -			\$ -	154	100.00%
7.07	7010-I	PCC Pavement Samples and Testing	LS	1		1	\$ 16,000.00	\$ 16,000.00		\$ -			\$ -	1	100.00%

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 Completed	Total Value of Completed Work	Percent Complete
7.08	7030-A	Removal of Sidewalk	SY	2,089		2,089	\$ 12.00	\$ 25,068.00	104.1	\$ 1,252.80	1984.55	2088.95	\$ 25,067.40	100.00%
7.09	7030-A	Removal of Driveway	SY	1,759		1,759	\$ 12.00	\$ 21,108.00		\$ -	1,759	1,759	\$ 21,108.00	100.00%
7.10	7030-E	Sidewalk, PCC, 6 inch Depth	SY	267		267	\$ 60.00	\$ 16,020.00	60.3	\$ 3,654.00		1,759	\$ 21,108.00	19
7.11	7030-E	Sidewalk, PCC, 5 inch Depth	SY	990		990	\$ 50.00	\$ 49,500.00	242.1	\$ 12,105.00	737.5	974.6	\$ 48,730.00	15
7.12	7030-E	Sidewalk, PCC, 4 inch Depth	SY	809		809	\$ 50.00	\$ 40,450.00	272.3	\$ 13,645.00	416.2	689.1	\$ 34,455.00	120
7.13	7030-E	Sidewalk, PCC, Colored and Textured Concrete, 6 inch	SY	185		185	\$ 150.00	\$ 27,750.00	84	\$ 12,600.00	101	185	\$ 27,750.00	100.00%
7.14	7030-B	Detachable Paving, Galvanized Steel	SY	415		415	\$ 55.00	\$ 22,825.00	129	\$ 7,095.00	260	389	\$ 21,395.00	26
7.15	7030-H-1	Driveway, Warm, PCC, 7 inch Depth	SY	808		808	\$ 80.00	\$ 64,640.00		\$ -	808	808	\$ 64,640.00	100.00%
7.16	7030-H-2	Driveway, Granular, 7 inch Depth	TON	25		25	\$ 45.00	\$ 1,125.00		\$ -	0	0	\$ -	0.00%
7.17	7030-H-4	Pavement Removal	SY	3,004		3,004	\$ 16.00	\$ 48,064.00	515.8	\$ 8,252.80	2488.2	3004	\$ 48,064.00	100.00%
7.18	7030-H	Curb and Gutter Removal	LF	3,461		3,461	\$ 20.00	\$ 69,220.00	1058.8	\$ 21,178.00	2402.1	3461	\$ 69,220.00	100.00%
8.01	8010-A	Traffic Signal, NW 36th Street and NW Ash Drive	LF	1		1	\$ 230,000.00	\$ 230,000.00		\$ -	0	0	\$ -	0.00%
8.02	8010-A	Traffic Signal, NW 36th Street and N Ankeny Boulevard	LF	1		1	\$ 255,000.00	\$ 255,000.00		\$ -	0.95	0.95	\$ 242,350.00	95.00%
8.03	8010-A	Traffic Signal Modifications, NW 36th St and N Ankeny Blvd	LF	1		1	\$ 6,000.00	\$ 6,000.00		\$ -	1	1	\$ 6,000.00	100.00%
8.04	8020-C	Painted Pavement Markings, Durable	STA	243		243	\$ 100.00	\$ 24,300.00		\$ -	0	0	\$ -	0.00%
8.05	8020-C	Wet, Retroreflective Removable Tape Markings	STA	44		44	\$ 140.00	\$ 6,160.00		\$ -	0	0	\$ -	0.00%
8.06	8020-C	Painted Pavement Markers	EA	32		32	\$ 225.00	\$ 7,200.00		\$ -	14.12	14.12	\$ 3,197.80	30
8.07	8020-J	Raised Pavement Markings	EA	245		245	\$ 9.50	\$ 2,327.50		\$ -	0	0	\$ -	0.00%
8.08	8020-K	Symbol and Legends Removed	STA	147		147	\$ 85.00	\$ 12,495.00		\$ -	0	0	\$ -	0.00%
8.09	8020-L	Pavement Markings Removed	EA	11		11	\$ 125.00	\$ 1,375.00		\$ -	0	0	\$ -	0.00%
8.10	8020-M	Grooves Cut for Pavement Markings	STA	200		200	\$ 85.00	\$ 17,000.00		\$ -	0	0	\$ -	0.00%
8.11	8020-N	Grooves Cut for Symbols and Legends	EA	32		32	\$ 125.00	\$ 4,000.00		\$ -	0	0	\$ -	0.00%
8.12	8030-A	Temporary Traffic Control	LF	1		1	\$ 50,000.00	\$ 50,000.00	0.95	\$ 2,500.00	0.9	0.95	\$ 47,500.00	95.00%
8.13	8030-999-A	Flagger	CDAY	30		30	\$ 750.00	\$ 22,500.00		\$ -	0	0	\$ -	0.00%
8.14	8030-999-B	Portable Dynamic Message Sign (PDMS)	CDAY	30		30	\$ 100.00	\$ 3,000.00		\$ -	0	0	\$ -	0.00%
8.15	8099-A	Fiber Optic Cable, 96-2CN	LF	3,130		3,130	\$ 3.00	\$ 9,390.00		\$ -	41	41	\$ 4,100.00	29
8.16	8099-A	Conduit, Fiber Optic, Blue HDPE, 2 inch Diameter	LF	2,660		2,660	\$ 12.00	\$ 31,920.00		\$ -	1878	1878	\$ 5,634.00	1,252
8.17	8099-B	Fiber Optic Splice	EA	102		102	\$ 55.00	\$ 5,610.00		\$ -	2660	2660	\$ 31,920.00	100.00%
8.18														

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
4.10	402D-899-A	Storm Pipe Collar	EA		2	2	\$ 1,431.50	\$ 2,863.00		\$ -	2	2	\$ 2,863.00	-	100.00%
8.28	899A-E	Traffic Signal Foundation Caisins	EA		2	2	\$ 3,108.00	\$ 6,216.00		\$ -	2	2	\$ 6,216.00	-	100.00%
5.20	502D-B	Water Service Stub, 1 Inch Dia., Copper	EA		1	1	\$ 3,885.00	\$ 3,885.00		\$ -	1	1	\$ 3,885.00	-	100.00%
8.20	899A-F	Temporary Pedestrian Push Buttons	EA		4	4	\$ 555.00	\$ 2,220.00		\$ -	4	4	\$ 2,220.00	-	100.00%
8.30	803D-B	Painted Permanent Markings, Solvent	STA		86	86	\$ 47.18	\$ 4,057.48		\$ -	86	86	\$ 4,057.48	-	100.00%
8.31	803D-G	Painted Symbols and Legends, Solvent	EA		22	22	\$ 138.75	\$ 3,052.50		\$ -	22	22	\$ 3,052.50	-	100.00%
8.32	803D-A	Temporary Traffic Control - Winter Shutdown	LS		1	1	\$ 1,665.00	\$ 1,665.00		\$ -	1	1	\$ 1,665.00	-	100.00%
8.33	899A-G	Traffic Signs Installation and Removal	EA		7	7	\$ 166.50	\$ 1,165.50		\$ -	7	7	\$ 1,165.50	-	100.00%
7.11	299A-A	Rock Safety Edge	TON		330	330	\$ 24.80	\$ 8,184.00		\$ -	330	330	\$ 8,184.00	-	100.00%
7.19	701D-A	Temporary PCC Connections	SY		68	68	\$ 279.00	\$ 18,972.00		\$ -	68	68	\$ 18,972.00	-	100.00%
21.05	31299-B	ST-28 Modifications and Grading	LS		1	1	\$ 9,657.00	\$ 9,657.00	1	\$ 9,657.00		1	\$ 9,657.00	-	100.00%
TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE								\$ 4,047,963.03		\$ 379,808.05			\$ 3,153,409.88		76.89%

Previous Applications for Payment

#	Date	Amount
1	5/16/2022	\$ 51,424.45
2	6/20/2022	\$ 120,489.26
3	7/18/2022	\$ 475,828.78
4	8/15/2022	\$ 256,068.32
5	9/19/2022	\$ 623,729.53
6	10/17/2022	\$ 546,415.68
7	11/21/2022	\$ 304,390.02
8	12/19/2022	\$ 287,612.83
9	1/3/2023	\$ 25,701.29
10	4/17/2023	\$ 58,996.47
11	5/15/2023	\$ 112,265.11
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TOTAL \$ 2,862,921.74

Please update Payment Application Sheet

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Record of Change Orders

#	Date	Amount
1	9/19/2022	\$ 12,964.80
2	10/17/2022	\$ 2,220.00
3	12/19/2022	\$ 9,940.48
4	4/14/2023	\$ 16,956.00
5	5/5/2023	\$ 9,657.00
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TOTAL		\$ 51,738.28

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:	24
Contract Time to Date:	151.5
Time Used to Date:	92%
Contract Time Remaining:	8%



June 7, 2023

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. 12
FINANCE PROJECT NO. 965.4451
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

Partial Payment Application No. 12 includes work completed between April 30, 2023, and June 3, 2023. The Contractor's work through this period includes paving and sidewalk of NW 36th Street right turn lane at NW Ash Drive, pavement removal, and median work on NW 36th Street. We recommend payment of \$170,817.65 to the Contractor, Absolute Concrete Construction, Inc., for work completed through June 3, 2023. 78.9% of the total contract work has been completed and 151.5 of the 164 working days (92%) have been charged through the pay application.

Please contact me should you have any questions on this partial payment application. We will be in attendance at the June 19, 2023, 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, Inc.
Logan Jarvis, E.I., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



Print

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$15,410.28 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Otter Creek Trunk Sewer Extension - Phase 4
Contractor: Civil Design Advantage
Address: 4121 NW Urbandale Drive, Urbandale, IA 50322
Finance Budget Code: 655.3655.4210 **Finance Project Code:** 655.4210
Vendor Project or Invoice #: _____ **PO #** _____
Original Contract Date: May 15, 2023 **Vendor #** 2407

Date of Council Meeting 6/19/2023 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: 05/15/23 through: 05/28/23

Contract Summary

Original Contract Amount:	\$	<u>148,500.00</u>	
Net change by Change Orders:	\$	<u>-</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>148,500.00</u>	
Total completed and stored to date:	\$	<u>15,410.28</u>	
Retainage: _____ % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>15,410.28</u>	
Less previous applications for payment:	\$	<u>-</u>	
SUBTOTAL	\$		<u>15,410.28</u>

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

CURRENT PAYMENT DUE \$ 15,410.28

Balance to finish, including retainage: \$ 133,089.72

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

Eric Schultz

Signature

06/07/2023

Date

City of Ankeny Staff Approval

Donald Clark

Signature

6/7/23

Date

Submit to: _____

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

Date Printed: 6/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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TOTAL		\$ -

Contract Time Remaining:

CONTRACT PERIOD:	CALENDAR DAYS
Original Contract Date:	May 15, 2023
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
Don Clark
220 West First Street
Ankeny, IA 50023

June 5, 2023
Project No: 2304.288
Invoice No: 41171
Due Date: July 5, 2023

Project 2304.288 C. Ankeny - Otter Creek Trunk Sewer Ph 4
Professional Services from May 15, 2023 through May 28, 2023

Task 103 Topo/Boundary Survey

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	12.00	198.00	2,376.00	
Principal/Senior Land Surveyor	2.00	198.00	396.00	
Engineer 7	13.00	161.00	2,093.00	
Technician 1	7.00	58.00	406.00	
Technician 2	30.50	70.00	2,135.00	
Technician 4	11.75	93.00	1,092.75	
Technician 5	16.00	104.00	1,664.00	
Technician 6	28.50	113.00	3,220.50	
Administrative 2	1.00	71.00	71.00	
Project Manager 6	4.00	147.00	588.00	
Total Labor				14,042.25
		Total this Task		\$14,042.25

Task 230 Existing Utility Information
Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	2.00	198.00	396.00	
Total Labor				396.00
		Total this Task		\$396.00

Task 302 Construction Drawing Preparation
Professional Personnel

	Hours	Rate	Amount	
Engineer 7	5.00	161.00	805.00	
Total Labor				805.00
		Total this Task		\$805.00

Task 998 Permits & Fees
Total this Task

0.00

Task 999 Reimbursable Expenses
Unit Billing

5/3/2023	Mileage	255.0 miles @ 0.655	167.03	
	Total Units		167.03	167.03
		Total this Task		\$167.03

Project	2304.288	C. Ankeny - Otter Creek Trunk Sewer Ph 4	Invoice	41171
Billing Limits		Current	Prior	To-Date
Total Billings		15,410.28	0.00	15,410.28
Limit				148,500.00
Remaining				133,089.72
			Total this Invoice	<u>\$15,410.28</u>

Should full compensation of invoice not be provided to Civil Design Advantage, LLC within 30 days of invoice date, said compensation shall be deemed past-due and shall accrue interest at 1.5% per month.

Project Manager Eric Schulte



CIVIL ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

June 07, 2023

Attn: Don Clark, P.E.
City of Ankeny, Director of Municipal Utilities
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: Billing Information Report #1
Otter Creek Trunk Sewer Extension – Phase 4
Ankeny, Iowa
CDA 2304.288

Dear Don:

Enclosed is a copy of Billing Information Report #1 for Otter Creek Trunk Sewer Extension – Phase 4.

During this time, Civil Design Advantage mobilized to the field for a topographic survey, began boundary research, and provided soil boring location stakes for the Otter Creek Trunk Sewer Extension – Phase 4 project.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Eric Schulte, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$5,755.33 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th Street and NW Weigel Drive HMA Resurfacing
Contractor: Civil Design Advantage
Address: 4121 NW Urbandale Drive, Urbandale, IA 50322
Finance Budget Code: 895.3895.4210 Finance Project #: 895.421
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: March 6, 2023 Vendor Account #: 2407

Date of Council Meeting: June 19, 2023 Payment Application #: 4

Payment Period: From: May 1, 2023 Through: May 28, 2023

Contract Summary:

Original Contract Amount: \$ 218,864.00
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 218,864.00

Total Completed and Stored to Date: \$ 44,253.87
Retainage: 0 % of Completed Work: \$ -
Total Earned Less Retainage: \$ 44,253.87
Less Previous Applications for Payment: \$ 38,498.54
SUBTOTAL: \$ 5,755.33

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 5,755.33

Balance to Finish, Including Retainage: \$ 174,610.13

Contract Time Remaining: - #

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

6/8/2023

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Jim Haberichter, P.E.

E-mail:

JHaberichter@Ankenylowa.gov

Phone Number:

(515) 963-3536

Date Printed: 6/8/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 3, 2023	\$ 14,652.14
2	April 15, 2023	\$ 3,703.70
3	June 5, 2023	\$ 20,142.70
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 38,498.54

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: _____
Construction Start Date: _____

Substantial Completion:

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

Full Completion:

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

Invoice

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

City of Ankeny
Attn: Accounts Payable
401 West First Street
Ankeny, IA 50023-1557

June 5, 2023
Project No: 2301.073
Invoice No: 41169
Due Date: July 5, 2023

Project 2301.073 C. of Ankeny - 36th/Weigel HMA Overlays
Professional Services from May 1, 2023 through May 28, 2023

Task 103 Topo/ROW Survey

Professional Personnel

	Hours	Rate	Amount	
Technician 1	1.00	58.00	58.00	
Technician 5	3.00	104.00	312.00	
Senior Technician	1.50	147.00	220.50	
Total Labor				590.50
		Total this Task		\$590.50

Task 107 Existing Utility Information

Total this Task 0.00

Task 222 Joint Application Prep

Total this Task 0.00

Task 302 Preliminary Roadway Design (36th)

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	3.00	198.00	594.00	
Engineer 8	3.00	172.00	516.00	
Technician 7	11.50	124.00	1,426.00	
Total Labor				2,536.00
		Total this Task		\$2,536.00

Task 303 Preliminary Roadway Design (Weigel)

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	2.00	198.00	396.00	
Total Labor				396.00
		Total this Task		\$396.00

Task 304 Preliminary Construction Drawings (HMA)

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	10.00	198.00	1,980.00	
Technician 3	3.00	81.00	243.00	
Total Labor				2,223.00
		Total this Task		\$2,223.00

Project	2301.073	C. of Ankeny - 36th/Weigel HMA Overlays	Invoice	41169
Task	305	Check Construction Drawings (HMA)	Total this Task	0.00
Task	306	Final Construction Drawings (HMA)	Total this Task	0.00
Task	404	Front Ends/Project Manual	Total this Task	0.00
Task	405	Estimated Construction Costs	Total this Task	0.00
Task	504	Bidding Services	Total this Task	0.00
Task	505	Bid Letting Services	Total this Task	0.00
Task	701	Allendar Butzke - Geotechnical Invest.	Total this Task	0.00
Task	998	Permits & Fees	Total this Task	0.00
Task	999	Reimbursable Expenses		
Unit Billing				
5/10/2023	Mileage	15.0 miles @ 0.655	9.83	
	Total Units		9.83	9.83
			Total this Task	\$9.83
Billing Limits				
		Current	Prior	To-Date
Total Billings		5,755.33	38,498.54	44,253.87
Limit				218,864.00
Remaining				174,610.13
			Total this Invoice	<u>\$5,755.33</u>

Outstanding Invoices

Number	Date	Balance
41145	5/8/2023	20,142.70
Total		20,142.70

Should full compensation of invoice not be provided to Civil Design Advantage, LLC within 30 days of invoice date, said compensation shall be deemed past-due and shall accrue interest at 1.5% per month.

Project Manager Joshua Trygstad



CIVIL ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

June 8, 2023

Attn: Jim Haberichter, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: Billing Information Report #4
NW 36th Street and NW Weigel Drive HMA Resurfacing
Ankeny, Iowa
CDA 2301.073

Dear Jim:

Enclosed, please find a copy of Billing Information Report #4 for the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

During this time, Civil Design Advantage finished and submitted the preliminary plans for the resurfacing project for the NW 36th Street and NW Weigel Drive HMA Resurfacing 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 19, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #34 in the amount of \$4,717.00 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 #34

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 6/19/2023 **PAYMENT REQUEST #** 34
PAYMENT PERIOD: From: 03/06/23 through: 05/28/23

Contract Summary

Original Contract Amount:	\$	319,825.00	
Net change by Change Orders:	\$	382,040.00	
Contract Amount to Date: (line 1 ± 2)	\$	701,865.00	
Total completed and stored to date:	\$	677,555.34	
Retainage: % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	677,555.34	
Less previous applications for payment:	\$	672,838.34	
SUBTOTAL	\$		4,717.00
OTHER CHARGES (Please attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		4,717.00

Balance to finish, including retainage: \$ 24,309.66

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

6/8/2023

Date

City of Ankeny Staff Approval

Signature

6/8/2023

Date

Submit to:

Email: Phone: Fax:

Date Printed: 6/8/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/6/2020	\$ 3,006.82
2	4/20/2020	\$ 10,124.88
3	6/15/2020	\$ 64,848.50
4	7/20/2020	\$ 23,002.40
5	8/17/2020	\$ 49,467.25
6	9/21/2020	\$ 21,149.25
7	10/19/2020	\$ 44,163.30
8	11/16/2020	\$ 23,739.55
9	12/21/2020	\$ 18,016.50
10	1/18/2021	\$ 16,663.68
11	2/15/2021	\$ 31,705.63
12	3/15/2021	\$ 12,534.60
13	4/19/2021	\$ 19,870.89
14	5/17/2021	\$ 18,899.17
15	6/21/2021	\$ 16,209.06
16	7/19/2021	\$ 24,988.55
17	8/16/2021	\$ 30,259.52
18	9/20/2021	\$ 23,842.81
19	10/18/2021	\$ 21,762.06
20	11/15/2021	\$ 20,029.36
21	12/20/2021	\$ 21,584.30
22	1/17/2022	\$ 27,090.03
23	2/21/2022	\$ 4,869.98
24	4/18/2022	\$ 6,985.97
25	5/16/2022	\$ 13,408.89
26	6/20/2022	\$ 19,169.55
27	8/1/2022	\$ 20,030.31
28	9/6/2022	\$ 21,351.50
29	10/3/2022	\$ 15,179.25
30	11/21/2022	\$ 17,293.25
31	2/6/2023	\$ 1,101.50
32	3/6/2023	\$ 6,265.00
33	4/2/2023	\$ 4,225.03
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TOTAL \$ 672,838.34

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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 7, 2023
Project No: 2002.053
Invoice No: 41466

Project 2002.053 C. Ankeny - NW 18th Street Extension
Professional Services from May 1, 2023 through May 28, 2023

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				
Professional Personnel						
			Hours	Rate	Amount	
		Principal/Senior Engineer	1.00	198.00	198.00	
		Engineer 7	6.00	161.00	966.00	
		Engineer 8	13.50	172.00	2,322.00	
		Total Labor				3,486.00
					Total this Task	\$3,486.00
Task	311	Bidding Services			Total this Task	0.00
Task	312	Bid Letting Services			Total this Task	0.00

Project	2002.053	C. Ankeny - NW 18th Street Extension	Invoice	41466
Task	501	Project Information Meeting	Total this Task	0.00
Task	503	Preconstruction Meeting	Total this Task	0.00
Task	601	Construction Staking	Total this Task	0.00
Task	602	Construction Observation	Total this Task	0.00
Task	603	Construction Administration		
Professional Personnel				
		Hours	Rate	Amount
Engineer 8		6.50	172.00	1,118.00
	Total Labor			1,118.00
			Total this Task	\$1,118.00
Task	604	Shop Drawings	Total this Task	0.00
Task	605	Record Drawings		
Professional Personnel				
		Hours	Rate	Amount
Administrative 2		1.00	71.00	71.00
	Total Labor			71.00
			Total this Task	\$71.00
Task	606	Construction Observ. after Working Days	Total this Task	0.00
Task	607	Construction Admin after Working Days	Total this Task	0.00
Task	701	Geotechnical Investigation	Total this Task	0.00
Task	702	Phase 1 Environmental Assessment	Total this Task	0.00
Task	703	Wetland Services	Total this Task	0.00
Task	704	Right-of-Way Services	Total this Task	0.00
Task	705	Geotechnical Observation (ABE)	Total this Task	0.00
Task	998	Permits & Fees		

Project	2002.053	C. Ankeny - NW 18th Street Extension	Invoice	41466
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Total this Task	0.00
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Task	999	Reimbursable Expenses
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Reimbursable Expenses

Shipping Charges/Postage			
5/31/2023	Advance Delivery	Delivery	42.00
	Total Reimbursables		42.00

Total this Task	\$42.00
-----------------	---------

Billing Limits	Current	Prior	To-Date
Total Billings	4,717.00	672,838.34	677,555.34
Limit			701,865.00
Remaining			24,309.66

Total this Invoice	<u><u>\$4,717.00</u></u>
--------------------	--------------------------

Project Manager	Joshua Trygstad
-----------------	-----------------



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

June 8, 2023

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

RE: Billing Information Report #34
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 #34 for the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive.

During this time, Civil Design Advantage completed construction administration and the Final Assessment Plats & Schedule 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 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$1,375.00 to DIXON Engineering, Inc., for engineering services on the Delaware Ground Storage Reservoir Rehabilitation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: 6/19/23 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: April 11, 2023 Through: June 1, 2023

Contract Summary

Original Contract Amount:	\$	7,225.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	7,225.00	
Total completed and stored to date:	\$	7,225.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	7,225.00	
Less previous applications for payment:	\$	5,850.00	
SUBTOTAL	\$		1,375.00

OTHER CHARGES (Attach an itemized list)

\$ -

CURRENT PAYMENT DUE

\$ 1,375.00

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:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Dixon Engineering, Inc..

Firm Name

Signature

June 6, 2023

Date

City of Ankeny Staff Approval:

Signature

Date

6/6/23

Submit to:

E-mail:

Phone:

Fax:

Date Printed: 6/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 10, 2023	\$ 5,850.00
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Previous Applications for Payment

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Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
 Original Contract Date: January 3, 2023
 Original Contract Time: _____
 Added by Change Order: _____
 Contract Time to Date: -
 Time Used to Date: _____
 Contract Time Remaining: -

TOTAL \$ 5,850.00

DIXON ENGINEERING, INC.

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

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

Invoice number 23-0521
Date 06/01/2023
Project IA2023TSW-5000 ANKENY IA

Description	Contract Amount	Prior Billed	Current Billed
500,000 Gallon Reservoir - Delaware #15 77 03 02			
Technical Specifications, Bidding & Contract Documents	5,850.00	5,850.00	0.00
Bid Opening Meeting	1,375.00	0.00	1,375.00
Subtotal	7,225.00	5,850.00	1,375.00
Total	7,225.00	5,850.00	1,375.00

Invoice total 1,375.00

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

ALL INVOICES DUE NET 30

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

Enter the password: InvoiceAcce\$\$



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$597,513.62 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile 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 Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek
Contractor: Elder Corporation
Address: 5088 E University Ave, Pleasant Hill, IA
Finance Budget Code: 979.3979.4451 **Finance Project #** 979.4451
Vendor Project or Invoice #: 990 **PO #**
Original Contract Date: January 3, 2023 **Vendor #** 5340

Date of Council Meeting: June 19, 2023 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: April 30, 2023 Through: June 3, 2023

Contract Summary

Original Contract Amount:	\$	9,993,000.00	
Net change by Change Orders:	\$	4,400.00	
Contract Amount to Date: (line 1 ± 2)	\$		9,997,400.00
Total completed and stored to date:	\$	1,168,920.51	
Retainage: % of Completed Work:	\$	30,000.00	(Per Iowa DOT Specifications)
Total Earned less Retainage:	\$		1,138,920.51
Less previous applications for payment:	\$		541,406.89
SUBTOTAL			\$ 597,513.62
OTHER CHARGES (Attach an itemized list)			\$ -
CURRENT PAYMENT DUE			\$ 597,513.62
Balance to finish, including retainage:	\$		8,858,479.49

Contract Time Remaining (If applicable)	82.50	Working Days	(2023)
Contract Time Remaining (If applicable)	120.00	Working Days	(2024)

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:

Elder Corporation

Wade Harris, P.E.
Digitally signed by Wade Harris, P.E.
DN: C=US, E=wade.harris@eldercorp.com,
O=Elder Corporation, CN=Wade Harris, P.E.
Reason: I am approving this document.
Date: 2023.06.07 13:22:17-05'00'

Firm Name

6/7/2023

Signature

Date

Engineer / Consultant Approval:

Snyder & Associates, Inc.

Jordan Stoermer
Digitally signed by Jordan Stoermer
DN: C=US, E=jstoermer@snyder-associates.com, O=Snyder & Associates,
Inc., OU=Project Engineer, CN=Jordan Stoermer
Date: 2023.06.07 13:47:52-05'00'

Firm Name

6/7/2023

Signature

Date

City of Ankeny Staff Approval:

Adam Lust
Digitally signed by Adam Lust
DN: C=US, E=alust@ankenylowa.gov, O=City of Ankeny, CN=Adam Lust
Date: 2023.06.07 13:47:52-05'00'

Signature

Date

Submit to:

Adam Lust

E-mail:

Alust@Ankenylowa.gov

Phone:

(515) 963-3537

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)	ORIGINAL PROPOSED QUANTITY DIVISION 3	QUANTITY CHANGE DIVISION 3 (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD DIVISION 1	TOTAL QUANTITY THIS PAY PERIOD DIVISION 2	TOTAL QUANTITY THIS PAY PERIOD DIVISION 3	TOTAL VALUE THIS PAY PERIOD DIVISION 1	TOTAL VALUE THIS PAY PERIOD DIVISION 2	TOTAL VALUE THIS PAY PERIOD DIVISION 3	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY DIVISION 1 PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 2 PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 3 PREVIOUS PAY PERIODS	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 1 COMPLETE	TOTAL QUANTITY DIVISION 2 COMPLETE	TOTAL QUANTITY DIVISION 3 COMPLETE	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK DIVISION 1	TOTAL VALUE OF COMPLETED WORK DIVISION 2	TOTAL VALUE OF COMPLETED WORK DIVISION 3	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE		
1	CLEARING AND GRUBBING	UNIT	1335						1,335.00	\$ 59.00	\$ 78,765.00				\$ -	\$ -	\$ -	\$ -	1,223.70			1,223.70	1,223.70	0.00	0.00	1,223.70	\$ 72,198.30	\$ -	\$ -	\$ -	\$ 72,198.30	111.30	91.66%	
2	EMBANKMENT-IN-PLACE, STOCKPILE	CY	6513		1628				8,141.00	\$ 6.75	\$ 54,951.75				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	8,141.00	0.00%		
3	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	9047		2262				11,309.00	\$ 6.50	\$ 73,508.50	2,800.00			\$ 18,200.00	\$ -	\$ -	\$ 18,200.00		340.00			340.00	3,140.00	0.00	0.00	3,140.00	\$ 20,410.00	\$ -	\$ -	\$ -	\$ 20,410.00	8,169.00	27.77%
4	EXCAVATION, CLASS 10, WASTE	CY	8381		2095				10,476.00	\$ 9.15	\$ 95,855.40	3,960.00			\$ 36,234.00	\$ -	\$ -	\$ 36,234.00	2,620.00			2,620.00	6,580.00	0.00	0.00	6,580.00	\$ 60,207.00	\$ -	\$ -	\$ -	\$ 60,207.00	3,896.00	62.81%	
5	EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	CY	400						400.00	\$ 50.00	\$ 20,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	400.00	0.00%		
6	EXCAVATION, CLASS 10, CHANNEL	CY	1262						1,262.00	\$ 12.00	\$ 15,144.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1,262.00	0.00%		
7	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	4646						4,646.00	\$ 24.00	\$ 111,504.00	162.00			\$ 3,888.00	\$ -	\$ -	\$ 3,888.00	875.50			875.50	1,037.50	0.00	0.00	1,037.50	\$ 24,900.00	\$ -	\$ -	\$ -	\$ 24,900.00	3,608.50	22.33%	
8	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	170						170.00	\$ 28.50	\$ 4,845.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	170.00	0.00%		
9	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	17516		4380				21,896.00	\$ 1.75	\$ 38,318.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	21,896.00	0.00%		
10	SPECIAL COMPACTION OF SUBGRADE	STA	43		10.7				53.70	\$ 1,900.00	\$ 102,030.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	53.70	0.00%		
11	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	4000						4,000.00	\$ 4.50	\$ 18,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	4,000.00	0.00%		
12	MODIFIED SUBBASE, 6 INCH DEPTH (VIRGIN AGGREGATE)	CY	685						685.00	\$ 61.00	\$ 41,785.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	685.00	0.00%		
13	MODIFIED SUBBASE, 8 INCH DEPTH (VIRGIN AGGREGATE)	CY	7629		975				8,604.00	\$ 61.50	\$ 529,146.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	8,604.00	0.00%		
14	GRANULAR SHOULDERS, TYPE A	TON	80						80.00	\$ 64.50	\$ 5,160.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	80.00	0.00%		
15	SHOULDER FINISHING, EARTH	STA	164.75						164.75	\$ 500.00	\$ 82,375.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	164.75	0.00%		
16	REMOVAL OF CURB	STA	0.5						0.50	\$ 2,200.00	\$ 1,100.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.50	0.00%		
17	RELOCATION OF MAIL BOXES	EACH	9	1.00					10.00	\$ 590.00	\$ 5,900.00				\$ -	\$ -	\$ -	\$ -	1.00			1.00	1.00	0.00	0.00	1.00	\$ 590.00	\$ -	\$ -	\$ -	\$ 590.00	9.00	10.00%	
18	BRIDGE APPROACH, BR-201	SY	248						248.00	\$ 237.00	\$ 58,776.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	248.00	0.00%		
19	STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3, 8 IN.	SY	3493						3,493.00	\$ 96.00	\$ 335,328.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	3,493.00	0.00%		
20	STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3, 9 IN.	SY	29307		4390				33,697.00	\$ 84.00	\$ 2,830,548.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	33,697.00	0.00%		
21	MEDIAN, DOWELLED P.C. CONCRETE, 6 INCH	SY			27				27.00	\$ 141.00	\$ 3,807.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	27.00	0.00%		
22	MEDIAN, P.C. CONCRETE, 6 IN.	SY			596				596.00	\$ 136.00	\$ 81,056.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	596.00	0.00%		
23	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1						1.00	\$ 39,000.00	\$ 39,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%		
24	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS	EACH	29307		4390				33,697.00	\$ 1.00	\$ 33,697.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	33,697.00	0.00%		
25	TEMPORARY PAVEMENT, 6 INCH	SY	925						925.00	\$ 56.00	\$ 51,800.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	925.00	0.00%		
26	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	7						7.00	\$ 49.00	\$ 343.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	7.00	0.00%		
27	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS	EACH	29307		4390				33,697.00	\$ 1.00	\$ 33,697.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	33,697.00	0.00%		
28	REMOVAL OF EXISTING STRUCTURES	LS	1						1.00	\$ 50,000.00	\$ 50,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%		
29	REMOVAL OF LIGHT POLES	EACH	2						2.00	\$ 1,500.00	\$ 3,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	2.00	0.00%		
30	FLOODED BACKFILL	CY	145						145.00	\$ 133.00	\$ 19,285.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	145.00	0.00%		
31	COMPACTION WITH MOISTURE CONTROL (STRUCTURES)	CY	850						850.00	\$ 8.75	\$ 7,437.50				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	850.00	0.00%		
32	EXCAVATION, CLASS 20, (RCB CULVERT)	CY	4535						4,535.00	\$ 10.25	\$ 46,483.75				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	4,535.00	0.00%		
33	GRANULAR MATERIAL FOR BLANKET	CY	387						387.00	\$ 86.00	\$ 33,282.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	387.00	0.00%		
34	STRUCTURAL CONCRETE (RCB CULVERT)	CY	749						749.00	\$ 590.00	\$ 441,910.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	749.00	0.00%		
35	REINFORCING STEEL	LB	129296						129,296.00	\$ 1.75	\$ 226,268.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	129,296.00	0.00%		
36	ORNAMENTAL METAL RAILING	LF	300						300.00	\$ 212.00	\$ 63,600.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	300.00	0.00%		
37	APRONS, CONCRETE, 15 IN. DIA., APRON GUARD, AND FOOTING	EACH	2						2.00	\$ 2,300.00	\$ 4,600.00	1.00			\$ 2,300.00	\$ -	\$ -	\$ 2,300.00				0.00	1.00	0.00	0.00	1.00	\$ 2,300.00	\$ -	\$ -	\$ -	\$ 2,300.00	1.00	50.00%	
38	APRONS, CONCRETE, 24 IN. DIA., APRON GUARD, AND FOOTING	EACH	1						1.00	\$ 2,800.00	\$ 2,800.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%		
39	TEMPORARY STREAM DIVERSION	EACH	1						1.00	\$ 9,200.00	\$ 9,200.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%		
40	MODULAR BLOCK RETAINING WALL	SF	304						304.00	\$ 35.00	\$ 10,640.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	304.00	0.00%		
41	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	10						10.00	\$ 3,900.00	\$ 39,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	10.00	0.00%		
42	MANHOLE, STORM SEWER, SW-401, 72 IN.	EACH	1						1.00	\$ 9,400.00	\$ 9,400.00	1.00			\$ 9,400.00	\$ -	\$ -	\$ 9,400.00				0.00	1.00	0.00	0.00	1.00	\$ 9,400.00	\$ -	\$ -	\$ -	\$ 9,400.00	0.00	100.00%	
43	INTAKE, SW-501	EACH	7						7.00	\$ 3,300.00	\$ 23,100.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	7.00	0.00%		
44	INTAKE, SW-502, 60 IN.	EACH	1						1.00	\$ 7,700.00	\$ 7,700.00	1.00			\$ 7,700.00	\$ -	\$ -	\$ 7,700.00				0.00	1.00	0.00	0.00	1.00	\$ 7,700.00	\$ -	\$ -	\$ -	\$ 7,700.00	0.00	100.00%	
45	INTAKE, SW-505	EACH	27						27.00	\$ 5,200.00	\$ 140,400.00	6.00			\$ 31,200.00	\$ -	\$ -	\$ 31,200.00	2.00			2.00	8.00	0.00	0.00	8.00	\$ 41,600.00	\$ -	\$ -	\$ -	\$ 41,600.00	19.00	29.63%	
46	INTAKE, SW-506	EACH	8						8.00	\$ 9,100.00	\$ 72,800.00				\$ -	\$ -	\$ -	\$ -	2.00			2.00	2.00	0.00	0.00	2.00	\$ 18,200.00	\$ -	\$ -	\$ -	\$ 18,200.00	6.00	25.00%	
47	INTAKE, SW-506 MODIFIED 1	EACH	7						7.00	\$ 18,000.00	\$ 126,000.00	7.00			\$ 126,000.00	\$ -	\$ -	\$ 126,000.00				0.00	7.00	0.00	0.00	7.00	\$ 126,000.00	\$ -	\$ -	\$ -	\$ 126,000.00	0.00	100.00%	
48	INTAKE, SW-512, 24 IN.	EACH	2						2.																									

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

78	DRIVEWAY, P.C. CONCRETE, 6 IN., STAMPED AND COLORED	SY	40						40.00	\$ 270.00	\$ 10,800.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	40.00	0.00%
79	DRIVEWAY, P.C. CONCRETE, 7 IN.	SY	560						560.00	\$ 61.00	\$ 34,160.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	560.00	0.00%
80	REMOVAL OF PAVED DRIVEWAY	SY	1446						1,446.00	\$ 8.50	\$ 12,291.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1,446.00	0.00%
81	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	110						110.00	\$ 810.00	\$ 89,100.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	110.00	0.00%
82	FENCE, TEMPORARY, ORANGE SAFETY FENCE	LF	5556						5,556.00	\$ 5.25	\$ 29,169.00	1014			\$ 5,323.50	\$ -	\$ -	\$ 5,323.50	3,069.00				3,069.00	4,083.00	0.00	0.00	4,083.00	\$ 21,435.75	\$ -	\$ -	\$ 21,435.75	1,473.00	73.49%
83	REMOVAL AND REINSTALLATION OF FENCE, 6 FT. HEIGHT WOOD PRIVACY FENCE	LF	370						370.00	\$ 49.00	\$ 18,130.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	370.00	0.00%
84	HANDHOLES AND JUNCTION BOXES, TYPE III, 36 IN X 24 IN. X 30 IN.	EACH	6						6.00	\$ 1,900.00	\$ 11,400.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	6.00	0.00%
85	HANDHOLES AND JUNCTION BOXES, TYPE IV, 48 IN. X 30 IN. X 36 IN.	EACH	4						4.00	\$ 2,000.00	\$ 8,000.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	4.00	0.00%
86	REMOVAL OF TYPE A SIGN	EACH	38						38.00	\$ 152.00	\$ 5,776.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	38.00	0.00%
87	POSTS, STEEL, AS PER PLAN	EACH	18						18.00	\$ 152.00	\$ 2,736.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	18.00	0.00%
88	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	LF	906						906.00	\$ 25.50	\$ 23,103.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	906.00	0.00%
89	TYPE A SIGNS, SHEET ALUMINUM	SF	336.8						336.80	\$ 51.00	\$ 17,176.80				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	336.80	0.00%
90	INSTALL TYPE A SIGN	EACH	74						74.00	\$ 202.00	\$ 14,948.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	74.00	0.00%
91	TRAFFIC SIGNALIZATION, NE 18TH STREET INTERSECTION	LS					1		1.00	\$ 229,000.00	\$ 229,000.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
92	TRAFFIC SIGNALIZATION, NE 5TH STREET INTERSECTION	LS					1		1.00	\$ 229,000.00	\$ 229,000.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
93	REMOVAL OF TRAFFIC SIGNALIZATION	LS	1						1.00	\$ 7,600.00	\$ 7,600.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
94	RAISED PAVEMENT MARKERS	EACH	336						336.00	\$ 25.50	\$ 8,568.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	336.00	0.00%
95	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	34.5						34.50	\$ 35.00	\$ 1,207.50				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	34.50	0.00%
96	PAINTED PAVEMENT MARKINGS, DURABLE	STA	206.79				51.7		258.49	\$ 71.00	\$ 18,352.79				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	258.49	0.00%
97	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	19				17		36.00	\$ 131.00	\$ 4,716.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	36.00	0.00%
98	PAVEMENT MARKINGS REMOVED	STA	29.6						29.60	\$ 56.00	\$ 1,657.60				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	29.60	0.00%
99	SYMBOLS AND LEGENDS REMOVED	EACH	5						5.00	\$ 101.00	\$ 505.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	5.00	0.00%
100	GROOVES CUT FOR PAVEMENT MARKINGS	STA	167.91				42		209.91	\$ 35.00	\$ 7,346.85				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	209.91	0.00%
101	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	17				17		34.00	\$ 111.00	\$ 3,774.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	34.00	0.00%
102	SAFETY CLOSURE	EACH	27						27.00	\$ 202.00	\$ 5,454.00				\$ -	\$ -	\$ -	\$ -	8.00				8.00	8.00	0.00	0.00	8.00	\$ 1,616.00	\$ -	\$ -	\$ 1,616.00	19.00	29.63%
103	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 7, 2023	LS	1						1.00	\$ 75,000.00	\$ 75,000.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
104	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 5, 2024	LS	1						1.00	\$ 75,000.00	\$ 75,000.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
105	TRAFFIC CONTROL	LS	1				0.02		1.02	\$ 99,000.00	\$ 100,650.00				\$ -	\$ -	\$ -	\$ -	0.27				0.27	0.27	0.00	0.00	0.27	\$ 26,400.00	\$ -	\$ -	\$ 26,400.00	0.75	26.23%
106	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	80						80.00	\$ 101.00	\$ 8,080.00				\$ -	\$ -	\$ -	\$ -	8.00				8.00	8.00	0.00	0.00	8.00	\$ 808.00	\$ -	\$ -	\$ 808.00	72.00	10.00%
107	MOBILIZATION	LS	1						1.00	\$ 526,167.21	\$ 526,167.21				\$ -	\$ -	\$ -	\$ -	0.25				0.25	0.25	0.00	0.00	0.25	\$ 131,541.80	\$ -	\$ -	\$ 131,541.80	0.75	25.00%
108	TRENCH COMPACTION TESTING	LS	1						1.00	\$ 6,500.00	\$ 6,500.00	0.40			\$ 2,600.00	\$ -	\$ -	\$ 2,600.00					0.00	0.40	0.00	0.00	0.40	\$ 2,600.00	\$ -	\$ -	\$ 2,600.00	0.60	40.00%
109	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF					390		390.00	\$ 97.00	\$ 37,830.00			90.00	\$ -	\$ -	\$ 8,730.00	\$ 8,730.00				240.00	240.00	0.00	0.00	330.00	330.00	\$ -	\$ -	\$ 32,010.00	\$ 32,010.00	60.00	84.62%
110	FITTINGS BY WEIGHT, DUCTILE IRON	LB					520		520.00	\$ 18.00	\$ 9,360.00			40	\$ -	\$ -	\$ 720.00	\$ 720.00			204	204.00	204.00	0.00	0.00	244.00	244.00	\$ -	\$ -	\$ 4,392.00	\$ 4,392.00	276.00	46.92%
111	WATER SERVICE CURB STOP AND BOX, PVC, 1.0 IN.	EACH	4				(1.00)		3.00	\$ 3,700.00	\$ 11,100.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	3.00	0.00%
112	TAPPING VALVE ASSEMBLY, 8 IN.	EACH	1						1.00	\$ 6,900.00	\$ 6,900.00				\$ -	\$ -	\$ -	\$ -	1.00			1.00	1.00	0.00	0.00	1.00	1.00	\$ -	\$ -	\$ 6,900.00	\$ 6,900.00	0.00	100.00%
113	FIRE HYDRANT ASSEMBLY, WM-201	EACH	1						1.00	\$ 6,600.00	\$ 6,600.00			1.00	\$ -	\$ -	\$ 6,600.00	\$ 6,600.00					0.00	0.00	0.00	1.00	1.00	\$ -	\$ -	\$ 6,600.00	\$ 6,600.00	0.00	100.00%
114	FIRE HYDRANT ASSEMBLY, WM-201, ALTERNATE	EACH	1						1.00	\$ 7,200.00	\$ 7,200.00				\$ -	\$ -	\$ -	\$ -				1.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
115	VALVE BOX EXTENSION	EACH	6				1.00		7.00	\$ 660.00	\$ 4,620.00				\$ -	\$ -	\$ -	\$ -	1.00			1.00	1.00	0.00	0.00	1.00	1.00	\$ -	\$ -	\$ 660.00	\$ 660.00	6.00	14.29%
116	VALVE BOX REPLACEMENT	EACH	8						8.00	\$ 660.00	\$ 5,280.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	8.00	0.00%
117	BIO-RETENTION CELL INSTALLATION	EACH	4						4.00	\$ 32,000.00	\$ 128,000.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	4.00	0.00%
118	EXTERNAL DROP CONNECTION, SW-307, REMOVAL	EACH	1						1.00	\$ 5,900.00	\$ 5,900.00				\$ -	\$ -	\$ -	\$ -	1.00			1.00	1.00	0.00	0.00	1.00	\$ 5,900.00	\$ -	\$ -	\$ 5,900.00	0.00	100.00%	
119	HYDRANT (IN LINE), GATE VALVE, 6 IN.	EACH					1		1.00	\$ 6,600.00	\$ 6,600.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
120	HYDRANT REMOVAL	EACH					2		2.00	\$ 970.00	\$ 1,940.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	2.00	0.00%
121	SUBDRAIN CLEANOUT, TYPE B	EACH	6						6.00	\$ 2,000.00	\$ 12,000.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	6.00	0.00%
122	CONDUIT, BLUE HDPE, 2 IN.	LF	6570						6,570.00	\$ 15.00	\$ 98,550.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	6,570.00	0.00%
123	REMOVAL OF ABANDONED HIGH PRESSURE GAS MAIN	LF	4400						4,400.00	\$ 1.25	\$ 5,500.00	45.70			\$ 57.13	\$ -	\$ -	\$ 57.13	20.00				20.00	65.70	0.00	0.00	65.70	\$ 82.13	\$ -	\$ -	\$ 82.13	4,334.30	1.49%
124	CONCRETE WASHOUT	LS	1						1.00	\$ 23,000.00	\$ 23,000.00				\$ -	\$ -	\$ -	\$ -					0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
125	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1						1.00	\$ 21,000.00	\$ 21,000.00				\$ -	\$ -	\$ -	\$ -	0.05				0.05	0.05	0.00	0.00	0.05	\$ 1,050.00	\$ -	\$ -	\$ 1,050.00	0.95	5.00%
126	MONUMENT SIGN REMOVAL	LS	1						1.00	\$ 11,000.00	\$ 11,000.00	1.00			\$ 11,000.00	\$ -	\$ -	\$ 11,000.00					0.00	1.00	0.00	0.00	1.00	\$ 11,000.00	\$ -	\$ -	\$ 11,000.00	0.00	100.00%
127	CONCRETE RETAINING WALL FORMLINER	SF	1188						1,188.00																								

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 17, 2023	\$ 193,428.65
2	May 15, 2023	\$ 347,978.24
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 541,406.89

Record of Change Orders

No.	Date	Amount
1	May 15, 2023	\$ 4,400.00
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CHANGE ORDER TOTAL = \$ 4,400.00

Contract Time Remaining (2023)

Contract Period (2023):	Working Days
Construction Start Date (2023):	March 27, 2023
Contract Working Days (2023):	120.0
Added by Change Order (2023):	0.0
Total Working Days (2023):	120.0
Working Days Used to Date (2023):	37.5
Working Days Remaining (2023):	82.5

Contract Time Remaining (2024)

Contract Period (2024):	Working Days
Construction Start Date (2024):	TBD
Contract Working Days (2024):	120.0
Added by Change Order (2024):	0.0
Total Working Days (2024):	120.0
Working Days Used to Date (2024):	
Working Days Remaining (2024):	120.0



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$278,014.09 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd.
Contractor: Elder Corporation
Address: 5088 E University Avenue; Des Moines, IA 50327
Finance Budget Code: 953.3953.4451 **Finance Project #** 953.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: December 19, 2022 **Vendor #** 5340

Date of Council Meeting: June 19, 2023 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: May 1, 2023 Through: June 3, 2023

Contract Summary

Original Contract Amount:	\$	4,355,000.00	
Net change by Change Orders:	\$	3,355.00	
Contract Amount to Date: (line 1 ± 2)	\$	4,358,355.00	
Total completed and stored to date:	\$	682,505.78	
Retainage: 5 % of Completed Work:	\$	34,125.29	
Total Earned less Retainage:	\$	648,380.49	
Less previous applications for payment:	\$	370,366.40	
SUBTOTAL	\$		278,014.09

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 278,014.09

Balance to finish, including retainage: \$ 3,709,974.51

Contract Time Remaining (If applicable) 92.50 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: Elder Corporation

Wade Harris, P.E. Digitally signed by Wade Harris, P.E.
DN: cn=Wade Harris, o=Elder Corporation, ou=Ankeny, email=Wade.Harris@eldercorp.com
Signature Reason: I am approving this document
Date: 2023.05.07 13:15:54-05'00' Firm Name
6/7/2023
Date

Engineer / Consultant Approval: McClure Engineering Company

Signature *Scott Pore* June 6, 2023
Date

City of Ankeny Staff Approval:

Signature *Jim Haberichter* 6/8/2023
Date

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 17, 2023	\$ 75,546.81
2	May 15, 2023	\$ 294,819.59
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 370,366.40

Record of Change Orders

No.	Date	Amount
1	May 15, 2023	\$ 550.00
2	June 19, 2023	\$ 2,805.00
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CHANGE ORDER TOTAL = \$ 3,355.00

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	March 27, 2023

Substantial Completion

Contract Working Days:	130.0
Added by Change Order:	0.0
Total Working Days:	130.0
Working Days Used to Date:	47.5
Working Days Remaining:	82.5

Full Completion

Contract Working Days:	10.0
Added by Change Order:	0.0
Total Working Days:	10.0
Working Days Used to Date:	0.0
Working Days Remaining:	10.0

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	TOTAL ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	CLEARING AND GRUBBING	UNIT	166.40		166.40	\$ 135.00	\$ 22,464.00	0.00	\$ -	119.80	119.80	\$ 16,173.00	46.60	72.00%
2.02	TOPSOIL, ON-SITE, 6-INCH DEPTH	CY	2024.00		2024.00	\$ 31.50	\$ 63,756.00	0.00	\$ -	960.00	960.00	\$ 30,240.00	1,064.00	47.43%
2.03	EXCAVATION, CLASS 10	CY	10618.00		10618.00	\$ 4.25	\$ 45,126.50	1590.00	\$ 6,757.50	1780.00	3,370.00	\$ 14,322.50	7,248.00	31.74%
2.04	SUBGRADE PREPARATION, 6-INCH DEPTH	SY	22247.00		22247.00	\$ 2.25	\$ 50,055.75	0.00	\$ -	0.00	0.00	\$ -	22,247.00	0.00%
2.05	SUBGRADE TREATMENT, GEOTGRID, TRIANGULAR	SY	4450.00		4450.00	\$ 5.00	\$ 22,250.00	0.00	\$ -	0.00	0.00	\$ -	4,450.00	0.00%
2.06	SUBBASE MODIFIED, VIRGIN AGGREGATE, 6-INCH DEPTH	SY	21170.00		21170.00	\$ 11.50	\$ 243,455.00	0.00	\$ -	0.00	0.00	\$ -	21,170.00	0.00%
2.07	REMOVAL OF STRUCTURE, PARK SIGN FOUNDATION	LS	1.00		1.00	\$ 830.00	\$ 830.00	0.00	\$ -	0.00	0.00	\$ -	1.00	1.00%
2.08	COMPACTION TESTING	LS	1.00		1.00	\$ 3,100.00	\$ 3,100.00	0.25	\$ 775.00	0.00	0.25	\$ 775.00	0.75	25.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00	0.25	\$ 1,000.00	0.00	0.25	\$ 1,000.00	0.75	25.00%
SEWERS AND DRAINS														
4.01	STORM SEWER, TRENCHED, ROP, 15-INCH DIAMETER	LF	902.00		902.00	\$ 92.00	\$ 82,984.00	457.00	\$ 42,044.00	265.00	722.00	\$ 66,424.00	180.00	80.04%
4.02	STORM SEWER, TRENCHED, ROP, 18-INCH DIAMETER	LF	96.00		96.00	\$ 184.00	\$ 17,504.00	8.00	\$ 1,472.00	61.00	69.00	\$ 12,596.00	27.00	71.89%
4.03	STORM SEWER, TRENCHED, ROP, 24-INCH DIAMETER	LF	190.00		190.00	\$ 163.00	\$ 30,970.00	0.00	\$ -	48.00	48.00	\$ 7,824.00	142.00	29.28%
4.04	STORM SEWER, TRENCHED, ROP, 30-INCH DIAMETER	LF	56.00		56.00	\$ 138.00	\$ 7,728.00	0.00	\$ -	0.00	0.00	\$ -	56.00	0.00%
4.05	REMOVAL OF STORM SEWER, LESS THAN 36-INCH DIAMETER	LF	781.00		781.00	\$ 27.50	\$ 21,477.50	74.00	\$ 2,035.00	289.00	363.00	\$ 9,982.50	418.00	46.48%
4.06	SUBDRAIN, CORRUGATED PVC, TYPE 1, 8-INCH DIAMETER	LF	6103.00		6103.00	\$ 36.00	\$ 213,605.00	1435.00	\$ 50,225.00	0.00	1,435.00	\$ 50,225.00	4,668.00	23.51%
4.07	SUBDRAIN CLEANOUT, TYPE B, 24-INCH DIAMETER	EA	8.00		8.00	\$ 2,800.00	\$ 22,400.00	0.00	\$ -	0.00	0.00	\$ -	8.00	0.00%
4.08	SUBDRAIN OUTLETS AND CONNECTIONS, OUTLET INTO STRUCTURE, CMP, 8-INCH DIA.	EA	52.00		52.00	\$ 630.00	\$ 32,760.00	16.00	\$ 10,080.00	0.00	16.00	\$ 10,080.00	36.00	30.77%
4.09	REMOVAL OF SUBDRAIN	LF	269.00		269.00	\$ 18.00	\$ 4,842.00	180.00	\$ 3,240.00	0.00	180.00	\$ 3,240.00	89.00	66.91%
WATER MAINS AND APPURTENANCES														
5.01	WATER MAIN, TRENCHED, PVC C900, 8-INCH DIAMETER	LF	36.00		36.00	\$ 127.00	\$ 4,572.00	0.00	\$ -	21.00	21.00	\$ 2,667.00	15.00	59.33%
5.02	WATER MAIN, TRENCHED, PVC C900, 12-INCH DIAMETER	LF	238.00		238.00	\$ 117.00	\$ 40,936.00	0.00	\$ -	207.00	207.00	\$ 35,504.00	31.00	86.91%
5.03	FITTING, 11.25 DEGREE BEND, 8-INCH DIAMETER	EA	1.00		1.00	\$ 870.00	\$ 870.00	0.00	\$ -	1.00	1.00	\$ 870.00	0.00	100.00%
5.04	FITTING, 11.25 DEGREE BEND, 12-INCH DIAMETER	EA	1.00		1.00	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	2.00	2.00	\$ 4,000.00	0.00	100.00%
5.05	FITTING, 45 DEGREE BEND, 12-INCH DIAMETER	EA	2.00		2.00	\$ 2,000.00	\$ 4,000.00	0.00	\$ -	2.00	2.00	\$ 4,000.00	0.00	100.00%
5.06	FITTING, TEE, 8-INCH X 12-INCH DIAMETER	EA	1.00		1.00	\$ 1,300.00	\$ 1,300.00	0.00	\$ -	1.00	1.00	\$ 1,300.00	0.00	100.00%
5.07	WATER MAIN REMOVAL, LESS THAN OR EQUAL TO 12-INCH DIAMETER	LF	275.00		275.00	\$ 23.00	\$ 6,325.00	0.00	\$ -	230.00	230.00	\$ 5,290.00	45.00	83.64%
5.08	VALVE GATE, 6-INCH DIAMETER, AUXILIARY	EA	2.00		2.00	\$ 1,800.00	\$ 3,600.00	0.00	\$ -	0.00	0.00	\$ -	2.00	1.00%
5.09	VALVE GATE, 8-INCH DIAMETER	EA	2.00		2.00	\$ 2,400.00	\$ 4,800.00	0.00	\$ -	1.00	1.00	\$ 2,400.00	1.00	50.00%
5.10	VALVE GATE, 12-INCH DIAMETER	EA	1.00		1.00	\$ 660.00	\$ 660.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
5.11	VALVE REMOVAL	EA	1.00		1.00	\$ 9,700.00	\$ 9,700.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
5.12	REMOVE, SALVAGE AND REINSTALL FIRE HYDRANT STRUCTURES FOR SANITARY AND STORM SEWERS	EA	3.00		3.00	\$ 5,300.00	\$ 15,900.00	1.00	\$ 5,300.00	1.00	2.00	\$ 10,600.00	1.00	66.67%
6.01	MANHOLE, SW-401, 48-INCH DIAMETER	EA	3.00		3.00	\$ 7,400.00	\$ 22,200.00	0.00	\$ -	1.00	1.00	\$ 7,400.00	2.00	33.33%
6.02	MANHOLE, SW-401, 60-INCH DIAMETER	EA	1.00		1.00	\$ 14,000.00	\$ 14,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
6.03	MANHOLE, SW-402, 4-FT X 5-FT, MODIFIED, CAST-IN-PLACE	EA	2.00		2.00	\$ 3,400.00	\$ 6,800.00	2.00	\$ 6,800.00	0.00	2.00	\$ 6,800.00	0.00	100.00%
6.04	INTAKE, SW-501	EA	2.00		2.00	\$ 10,000.00	\$ 20,000.00	0.00	\$ -	0.00	0.00	\$ -	2.00	0.00%
6.05	INTAKE, SW-504, MODIFIED, CAST-IN-PLACE	EA	24.00		24.00	\$ 5,700.00	\$ 136,800.00	5.00	\$ 28,500.00	12.00	17.00	\$ 96,900.00	7.00	70.83%
6.06	INTAKE, SW-505	EA	3.00		3.00	\$ 9,000.00	\$ 27,000.00	1.00	\$ 9,000.00	1.00	2.00	\$ 18,000.00	1.00	66.67%
6.07	INTAKE, SW-506	EA	1.00		1.00	\$ 3,200.00	\$ 3,200.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
6.08	MANHOLE ADJUSTMENT, SANITARY, MINOR, SELF-LEVEL CASTING	EA	2.00		2.00	\$ 4,600.00	\$ 9,200.00	0.00	\$ -	0.00	0.00	\$ -	2.00	0.00%
6.09	MANHOLE ADJUSTMENT, SANITARY, MAJOR, SELF-LEVEL CASTING	EA	1.00		1.00	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
6.10	MANHOLE ADJUSTMENT, SANITARY, MAJOR, TYPE C CASTING	EA	1.00		1.00	\$ 1,400.00	\$ 1,400.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
6.11	REMOVE MANHOLE	EA	22.00		22.00	\$ 1,100.00	\$ 24,200.00	2.00	\$ 2,200.00	12.00	14.00	\$ 15,400.00	8.00	63.64%
6.12	REMOVE INTAKE	EA												
STREETS AND RELATED WORK														
7.01	PAVEMENT, PCC, CLASS C-SUD, 7-INCH DEPTH	SY	933.00		933.00	\$ 85.00	\$ 79,305.00	0.00	\$ -	0.00	0.00	\$ -	933.00	0.00%
7.02	PAVEMENT, PCC, CLASS C-SUD, 8-INCH DEPTH	SY	3647.00		3647.00	\$ 90.00	\$ 328,230.00	0.00	\$ -	0.00	0.00	\$ -	3,647.00	0.00%
7.03	PAVEMENT, PCC, CLASS C-SUD, 8-INCH DEPTH	SY	14678.00		14678.00	\$ 95.00	\$ 1,394,410.00	0.00	\$ -	0.00	0.00	\$ -	14,678.00	0.00%
7.04	PAVEMENT, PCC, CLASS C-SUD, 8-INCH DEPTH, FULLY-REINFORCED	SY	143.00		143.00	\$ 150.00	\$ 21,450.00	0.00	\$ -	0.00	0.00	\$ -	143.00	0.00%
7.05	CURB AND GUTTER, 2.5 FOOT WIDTH, 8-INCH THICKNESS	LF	9.00		9.00	\$ 53.00	\$ 477.00	0.00	\$ -	0.00	0.00	\$ -	9.00	0.00%
7.06	CONCRETE MEDIAN, 6-INCH DEPTH	SY	197.00		197.00	\$ 83.00	\$ 16,351.00	0.00	\$ -	0.00	0.00	\$ -	197.00	0.00%
7.07	CONCRETE MEDIAN, DOWELED, 6-INCH DEPTH	SY	63.00		63.00	\$ 86.00	\$ 5,418.00	0.00	\$ -	0.00	0.00	\$ -	63.00	0.00%
7.08	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	\$ 18,000.00	\$ 18,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
7.09	REMOVAL OF SIDEWALK	SY	2557.00		2557.00	\$ 6.25	\$ 15,981.25	445.00	\$ 2,781.25	445.00	890.00	\$ 5,562.50	1,667.00	34.81%
7.10	REMOVAL OF DRIVEWAY	SY	349.00		349.00	\$ 9.00	\$ 3,141.00	0.00	\$ -	0.00	0.00	\$ -	349.00	0.00%
7.11	SIDEWALK, PCC, 4-INCH THICK	SY	869.00		869.00	\$ 59.00	\$ 51,271.00	0.00	\$ -	0.00	0.00	\$ -	869.00	0.00%
7.12	SIDEWALK, PCC, 6-INCH THICK	SY	1224.00		1224.00	\$ 63.00	\$ 77,112.00	0.00	\$ -	0.00	0.00	\$ -	1,224.00	0.00%
7.13	SIDEWALK, PCC, 6-INCH THICK	SY	361.00		361.00	\$ 65.00	\$ 23,465.00	0.00	\$ -	0.00	0.00	\$ -	361.00	0.00%
7.14	DETECTABLE WARNING, GALVANIZED STEEL	SF	434.00		434.00	\$ 53.00	\$ 23,002.00	0.00	\$ -	0.00	0.00	\$ -	434.00	0.00%
7.15	DRIVEWAY, PAVED, PCC, TYPE A, 6-INCH DEPTH	SY	45.00		45.00	\$ 76.00	\$ 3,420.00	0.00	\$ -	0.00	0.00	\$ -	45.00	0.00%
7.16	DRIVEWAY, PAVED, PCC, TYPE A, 7-INCH DEPTH	SY	244.00		244.00	\$ 76.00	\$ 18,544.00	0.00	\$ -	0.00	0.00	\$ -	244.00	0.00%
7.17	SUBBASE OVEREXCAVATION	TON	1055.00		1055.00	\$ 50.00	\$ 52,750.00	0.00	\$ -	0.00	0.00	\$ -	1,055.00	0.00%
7.18	PAVEMENT REMOVAL	SY	15637.00		15637.00	\$ 9.00	\$ 140,733.00	3825.00	\$ 34,425.00	8125.00	11,950.00	\$ 107,550.00	3,687.00	76.42%
7.19	TEMPORARY GRANULAR ACCESS ROAD	TON	184.00		184.00	\$ 64.00	\$ 11,776.00	0.00	\$ -	195.39	195.39	\$ 12,504.96	(11.39)	106.13%
TRAFFIC CONTROL														
8.01	TRAFFIC SIGNAL, NW 18TH STREET AND NW ASH DRIVE	LS	1.00		1.00	\$ 223,000.00	\$ 223,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.02	TRAFFIC SIGNAL, NW 18TH STREET AND NW BRIARGATE DRIVE	LS	1.00	1.00	1.00	\$ 218,000.00	\$ 218,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
8.03	TRAFFIC SIGNAL REMOVAL	LS	1.00	1.00	1.00	\$ 15,000.00	\$ 15,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
8.04	TRAFFIC SIGNAL MODIFICATIONS, NW 18TH STREET AND N ANKENY BOULEVARD	LS	1.00	1.00	1.00	\$ 6,200.00	\$ 6,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
8.05	PAINTED PAVEMENT MARKINGS, DURABLE	STA	176.54	176.54	101.00	\$ 17,830.54	\$ 17,830.54	0.00	\$ -	0.00	\$ -	0.00	\$ -	176.54	0.00%
8.06	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	42.00	42.00	\$ 160.00	\$ 6,720.00	\$ 6,720.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	42.00	0.00%
8.07	RAISED PAVEMENT MARKERS	EA	102.00	102.00	28.50	\$ 2,703.00	\$ 2,703.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	102.00	0.00%
8.08	PAVEMENT MARKINGS REMOVED	STA	37.37	37.37	101.00	\$ 3,774.37	\$ 3,774.37	0.00	\$ -	0.00	\$ -	0.00	\$ -	37.37	0.00%
8.09	SYMBOLS AND LEGENDS REMOVED	EA	4.00	4.00	\$ 160.00	\$ 640.00	\$ 640.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	4.00	0.00%
8.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA	138.20	138.20	68.00	\$ 9,555.80	\$ 9,555.80	0.00	\$ -	0.00	\$ -	0.00	\$ -	138.20	0.00%
8.11	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	42.00	42.00	\$ 128.00	\$ 5,376.00	\$ 5,376.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	42.00	0.00%
8.12	TEMPORARY TRAFFIC CONTROL	LS	1.00	1.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	0.25	\$ 10,500.00	0.25	\$ 10,500.00	0.25	\$ 10,500.00	50.00%	
8.13	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	70.00	70.00	\$ 107.00	\$ 7,490.00	\$ 7,490.00	20.00	\$ 2,140.00	0.00	\$ -	20.00	\$ 2,140.00	30.00	57.14%
8.14	RELOCATE EXISTING FIBER CABLE	LF	1755.00	1755.00	6.50	\$ 11,407.50	\$ 11,407.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	1,755.00	0.00%
8.15	RELOCATE EXISTING TRACER AND PULL TAPE	LF	1305.00	1305.00	1.00	\$ 1,305.00	\$ 1,305.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1,305.00	0.00%
8.16	TRACER WIRE AND PULL ROPE	LF	510.00	510.00	\$ 1.25	\$ 637.50	\$ 637.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	510.00	0.00%
8.17	CONDUIT, FIBER OPTIC, BLUE HDPE, 2 INCH DIAMETER	LF	1765.00	1765.00	\$ 13.25	\$ 23,386.25	\$ 23,386.25	0.00	\$ -	0.00	\$ -	0.00	\$ -	1,765.00	0.00%
8.18	FIBER OPTIC SPLICE	EA	108.00	108.00	66.00	\$ 7,128.00	\$ 7,128.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	108.00	0.00%
8.19	TYPE III HANDHOLE, 36" X 24" X 30"	EA	5.00	5.00	\$ 1,800.00	\$ 9,000.00	\$ 9,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	5.00	0.00%
8.20	TYPE IV HANDHOLE, 48" X 30" X 36"	EA	2.00	2.00	\$ 2,800.00	\$ 5,600.00	\$ 5,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	2.00	0.00%
8.21	SPLICE CASE	EA	1.00	1.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
8.22	INSTALL FIBER ENCLOSURE PANEL, SPH-01P, DIN RAIL MOUNTED, CITY-FURNISHED	EA	2.00	2.00	\$ 360.00	\$ 720.00	\$ 720.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	2.00	0.00%
8.23	INSTALL COB PANEL, COH-CP-12-48-P03RH, CITY-FURNISHED	EA	2.00	2.00	\$ 850.00	\$ 4,250.00	\$ 4,250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	5.00	0.00%
8.24	REMOVE EXISTING HANDHOLES	SE	117.80	117.80	\$ 43.00	\$ 5,065.40	\$ 5,065.40	0.00	\$ -	0.00	\$ -	0.00	\$ -	117.80	0.00%
8.25	TRAFFIC SIGNS BY AREA	LF	122.00	122.00	\$ 21.50	\$ 2,623.00	\$ 2,623.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	122.00	0.00%
8.26	WOOD POSTS	LF	68.00	68.00	\$ 32.00	\$ 2,176.00	\$ 2,176.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	68.00	0.00%
8.27	ROUND STEEL POSTS	EA	7.00	7.00	\$ 160.00	\$ 1,120.00	\$ 1,120.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	7.00	0.00%
8.28	ROUND STEEL POST ANCHORS	EA	2.00	2.00	\$ 270.00	\$ 540.00	\$ 540.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	2.00	0.00%
8.29	REMOVE AND REINSTALL TRAFFIC SIGNS	EA	33.00	33.00	\$ 270.00	\$ 8,910.00	\$ 8,910.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	33.00	0.00%
8.30	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EA													
SITE WORK AND LANDSCAPING															
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 4	AC	3.10	3.10		\$ 480.00	\$ 1,488.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	3.10	0.00%
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	3.10	3.10	\$ 2,300.00	\$ 7,130.00	\$ 7,130.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	3.10	0.00%
9.03	FILTER SOCK, 9-INCH	LF	8400.00	8400.00	2.00	\$ 16,800.00	\$ 16,800.00	0.00	\$ -	0.00	\$ -	438.00	\$ 876.00	7,952.00	5.21%
9.04	FILTER SOCK, REMOVAL	LF	8400.00	8400.00	0.25	\$ 2,100.00	\$ 2,100.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	8,400.00	0.00%
9.05	EROSION CONTROL MULCHING, HYDROMULCHING, BFM	AC	6.20	6.20	\$ 3,200.00	\$ 19,840.00	\$ 19,840.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	6.20	0.00%
9.06	INLET PROTECTION DEVICE, SURFACE APPLIED	EA	37.00	37.00	\$ 128.00	\$ 4,736.00	\$ 4,736.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	37.00	0.00%
9.07	INLET PROTECTION DEVICE, DROP-IN	EA	68.00	68.00	\$ 128.00	\$ 8,704.00	\$ 8,704.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	68.00	0.00%
9.08	INLET PROTECTION DEVICE, MAINTENANCE	EA	136.00	136.00	\$ 16.00	\$ 2,176.00	\$ 2,176.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	136.00	0.00%
9.09	REMOVAL OF FENCE	LF	88.00	88.00	\$ 45.00	\$ 3,960.00	\$ 3,960.00	88.00	\$ 3,960.00	0.00	\$ -	88.00	\$ 3,960.00	100.00%	
MISCELLANEOUS															
11.01	MOBILIZATION	LS	1.00	1.00		\$ 89,430.64	\$ 89,430.64	0.25	\$ 22,357.66	0.25	\$ 44,715.32	0.50	\$ -	50.00%	
11.02	MAINTENANCE OF POSTAL SERVICE	LS	1.00	1.00	\$ 530.00	\$ 530.00	\$ 530.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
11.03	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00	1.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
11.04	TEMPORARY PEDESTRIAN RAMP	EA	2.00	2.00	\$ 2,200.00	\$ 4,400.00	\$ 4,400.00	1.00	\$ 2,200.00	0.00	\$ -	1.00	\$ 2,200.00	50.00%	
11.05	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1.00	1.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
11.06	PARK SIGN CONCRETE FOUNDATION	LS	1.00	1.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
11.07	REMOVE, SALVAGE, AND RELOCATE MAILBOX	EA	1.00	1.00	\$ 480.00	\$ 480.00	\$ 480.00	0.00	\$ -	0.00	\$ -	0.50	\$ 240.00	0.50	50.00%
CHANGE ORDER ITEMS															
12.01	TEMPORARY WAYFINDING SIGN (COACHLIGHT CLINIC)	EA	0.00		1.00	\$ 550.00	\$ 550.00	0.00	\$ -	0.00	\$ -	1.00	\$ 550.00	0.00	100.00%
12.02	ADDITIONAL TEMPORARY SIGNAGE	LS	0.00		1.00	\$ 2,805.00	\$ 2,805.00	1.00	\$ 2,805.00	0.00	\$ -	1.00	\$ 2,805.00	0.00	100.00%
12.03			0.00			\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	0.00%
12.04			0.00			\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	0.00%
STORED MATERIALS															
	TRAFFIC SIGNAL MATERIALS	LS	0.00		0.00	\$ -	\$ -	1.00	\$ 42,049.00	0.00	\$ -	1.00	\$ 42,049.00	(1.00)	0.00%
			0.00		0.00	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	0.00%
			0.00		0.00	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	0.00%
			0.00		0.00	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 4,358,355.00 PAY PERIOD = \$ 292,646.41

COMPLETED = \$ 682,505.78

15.66%



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #1 in the amount of \$12,436.75 to FOX Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE 36th Street & NE 38th Street Water Main Loop
Contractor: FOX Strand
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 618.3618.4210 **Finance Project #** 618.4210
Vendor Project or Invoice #: 7020.013 **PO #**
Original Contract Date: March 20, 2023 **Vendor #** 11377

Date of Council Meeting: June 19, 2023 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: April 1, 2023 Through: April 30, 2023

Contract Summary

Original Contract Amount: \$ 204,000.00
Net change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 204,000.00

Total completed and stored to date: \$ 12,436.75
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$ 12,436.75
Less previous applications for payment: \$ -
SUBTOTAL \$ 12,436.75

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 12,436.75

Balance to finish, including retainage: \$ 191,563.25

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Firm Name FOX Strand

Mitchell Holtz, P.E.

May 31, 2023

Signature Date

City of Ankeny Staff Approval:

Signature *Donald Clark* Date 6/1/23

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1		
2		
3		
4		
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6		
7		
8		
9		
10		
11		
12		
13		
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Previous Applications for Payment

No.	Date	Amount
36		
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Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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



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

Invoice

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

May 11, 2023
Project No: 7020.013
Invoice No: 0197356

Professional Services: Beginning of Project through April 30, 2023

Project	7020.013	NE 36th Street and NE 38th Street Water Main Loop - Design & Bidding		
Fee				
Total Fee	175,000.00			
Percent Complete	7.00	Total Earned	12,250.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	12,250.00	
		Total Fee		12,250.00
		Total this Project		\$12,250.00

Project	7020.014	Easement Acquisition & Geotechnical Engineering Subcontracting Services		
		Total Labor		186.75
		Total this Project		\$186.75
		Total this Invoice		\$12,436.75

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

Page 1 of 1

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



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

STATUS REPORT

DATE: May 5, 2023

TO: Don Clark
Municipal Utilities
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: NE 36th Street and NE 38th Street Water Main Loop
PN 7020.013

ITEMS: Status Report / Monthly Billing

COMMENTS:

In the months of March and April, FOX Strand provided Engineering Services and correspondence for the NE 36th Street and NE 38th Street Water Main Loop Project as follows:

Design & Bidding - FOX Strand attended a kick-off meeting with Don Clark to review several items of design from route to preferred hydrant spacing as well as others. FOX Strand provided a right of entry template for City Staff to use to get permissions for survey and geotechnical work and began coordinating survey services for the properties along the route.

Easement Acquisition & Geotechnical Engineering Subcontracting Services - FOX Strand began communications with Terracon regarding their proposed geotechnical services.

Let me know if you have any questions or concerns.

A handwritten signature in blue ink, appearing to read 'Mitch Holtz', is written over a horizontal line.

Mitch Holtz, P.E



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #1 in the amount of \$521,305.50 to Granite Excavating for construction services on the S. Ankeny Blvd Transmission Blvd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S. Ankeny Blvd Transmission Main
Contractor: Granite Excavating
Address: PO Box 230, 111 S Second St, Polk City, IA 50226
Finance Budget Code: 633.3633.4450 **Finance Project #** 633.4450
Vendor Project or Invoice #: ANKMU 165980 **PO #**
Original Contract Date: February 6, 2023 **Vendor #** 011835

Date of Council Meeting: June 19, 2023 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: February 6, 2023 Through: May 26, 2023

Contract Summary

Original Contract Amount:	\$	2,649,525.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	2,649,525.00	
Total completed and stored to date:	\$	548,742.63	
Retainage: 5 % of Completed Work:	\$	27,437.13	
Total Earned less Retainage:	\$	521,305.50	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$		521,305.50
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		521,305.50
Balance to finish, including retainage:	\$	2,128,219.51	

Contract Time Remaining (If applicable) 134 Working Days

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

Construction Contractor Approval: Granite Excavating

Signature: [Signature] Firm Name: _____ Date: 6/2/23

Engineer / Consultant Approval: Short Elliott Hendrickson Inc.

Signature: [Signature] Firm Name: _____ Date: June 2, 2023

City of Ankeny Staff Approval:

Signature: [Signature] Date: 6/5/23

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 6, 2023
Original Contract Time:	164
Added by Change Order:	-
Contract Time to Date:	164
Time Used to Date:	30
Contract Time Remaining:	134

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Removal of Known Pipe Culvert, CMP, 18"	LF	30		30.00	\$ 32.00	\$ 960.00		\$ -	30.00	0.00%
2	Removal and Reinstall of Culvert, RCP, 24"	LF	10		10.00	\$ 78.00	\$ 780.00		\$ -	10.00	0.00%
3	Removal and Reinstall of Culvert, RCP, 42"	LF	20		20.00	\$ 80.00	\$ 1,600.00		\$ -	20.00	0.00%
4	Trench Foundation	TON	900		900.00	\$ 43.00	\$ 38,700.00		\$ -	900.00	0.00%
5	Water Main, Trenched, PVC, 12"	LF	30		30.00	\$ 122.00	\$ 3,660.00		\$ -	30.00	0.00%
6	Water Main, Trenched, PVC, 24"	LF	4,475		4,475.00	\$ 348.00	\$ 1,557,300.00		\$ -	4,475.00	0.00%
7	Water Main, Trenched, DI, 24"	LF	70		70.00	\$ 322.00	\$ 22,540.00		\$ -	70.00	0.00%
8	Water Main, Trenchless, PVC, 24"	LF	522		522.00	\$ 609.00	\$ 317,898.00		\$ -	522.00	0.00%
9	Water Main with Existing Casing Pipe, Trenchless, PVC, 24"	LF	273		273.00	\$ 587.00	\$ 160,251.00		\$ -	273.00	0.00%
10	Water Main with Casing Pipe, Trenchless, PVC, 24"	LF	80		80.00	\$ 1,445.00	\$ 115,600.00	60.00	\$ 86,700.00	20.00	75.00%
11	Valve, Gate, 24"	EA	1		1.00	\$ 39,850.00	\$ 39,850.00		\$ -	1.00	0.00%
12	Tapping Valve Assembly, 24" x 24"	EA	1		1.00	\$ 63,890.00	\$ 63,890.00		\$ -	1.00	0.00%
13	Tapping Valve Assembly, 12" x 12"	EA	1		1.00	\$ 10,260.00	\$ 10,260.00		\$ -	1.00	0.00%
14	Fire Hydrant Assembly	EA	6		6.00	\$ 11,500.00	\$ 69,000.00		\$ -	6.00	0.00%
15	Fire Hydrant Assembly at STA. 304+78.00	EA	1		1.00	\$ 10,980.00	\$ 10,980.00		\$ -	1.00	0.00%
16	Removal of Recreational Trail	SY	1,380		1,380.00	\$ 20.00	\$ 27,600.00	1,023.10	\$ 20,462.00	356.90	74.14%
17	Recreational Trail, PCC	SY	1,350		1,350.00	\$ 65.00	\$ 87,750.00		\$ -	1,350.00	0.00%
18	Recreational Trail, HMA	SY	30		30.00	\$ 65.00	\$ 1,950.00		\$ -	30.00	0.00%
19	Granular Surfacing, Class A Roadstone	TON	325		325.00	\$ 35.00	\$ 11,375.00		\$ -	325.00	0.00%
20	Temporary Traffic Control	LS	1		1.00	\$ 20,370.00	\$ 20,370.00	0.05	\$ 1,018.50	0.95	5.00%
21	Conventional Seeding and Fertilizing, Type 6	AC	5.3		5.30	\$ 2,885.00	\$ 15,290.50		\$ -	5.30	0.00%
22	Conventional Seeding, Type 4	AC	5.3		5.30	\$ 1,575.00	\$ 8,347.50		\$ -	5.30	0.00%
23	Wattle, 9"	LF	1,000		1,000.00	\$ 2.00	\$ 2,000.00	26.00	\$ 52.00	974.00	2.60%
24	Wattle, Removal	LF	1,000		1,000.00	\$ 0.30	\$ 300.00		\$ -	1,000.00	0.00%
25	Site Fence	LF	2,600		2,600.00	\$ 2.00	\$ 5,200.00	1,790.00	\$ 3,580.00	810.00	68.85%
26	Site Fence, Removal	LF	2,600		2,600.00	\$ 0.30	\$ 780.00		\$ -	2,600.00	0.00%
27	Erosion Control Mulching, Hydromulching	AC	10.5		10.50	\$ 2,885.00	\$ 30,292.50		\$ -	10.50	0.00%
28	Mobilization	LS	1.0		1.00	\$ 25,000.50	\$ 25,000.50	0.25	\$ 6,250.13	0.75	25.00%
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TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 2,649,525.00

\$ 118,062.63

4.46%

MATERIAL STORED ONSITE PRICE DETAIL

ITEM NO.	DESCRIPTION	UNITS	QUANTITY ONSITE	UNIT PRICE	EXTENDED PRICE
1	Water Main, PVC, 24", Stab Joint	LF	1800	\$ 167.00	\$ 300,600.00
2	Water Main, PVC, 24", Restrained Joint	LF	480	\$ 271.00	\$ 130,080.00
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MATERIAL STORED ONSITE TO DATE

\$ 430,680.00



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of \$71,575.30 to Grimes Asphalt and Paving Corporation, for construction services on the SE Delaware Ave HMA Widening project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Delaware Ave HMA Widening
Contractor: Grimes Asphalt and Paving Corporation
Address: 5550 NE 22nd Street, Des Moines, IA 50313
Finance Budget Code: 993.3993.4451 Finance Project #: 993.4451
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: March 7, 2022 Vendor #: 252

Date of Council Meeting: June 19, 2023 PAYMENT REQUEST #: 5
PAYMENT PERIOD: From: January 1, 2023 Through: May 26, 2023

Contract Summary

Original Contract Amount:	\$	915,737.43	
Net change by Change Orders:	\$	53,761.24	
Contract Amount to Date: (line 1 ± 2)	\$	969,498.67	
Total completed and stored to date:	\$	916,190.24	
Retainage: 5 % of Completed Work:	\$	45,809.51	
Total Earned less Retainage:	\$	870,380.73	
Less previous applications for payment:	\$	798,805.43	
SUBTOTAL	\$		71,575.30
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		71,575.30

Balance to finish, including retainage: \$ 99,117.94

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: Grimes Asphalt and Paving Corporation
Firm Name
Signature: [Signature] Date: 6/9/23

Engineer / Consultant Approval: JEO Consulting Group
Firm Name
Signature: [Signature] Date: 06/09/2023

City of Ankeny Staff Approval:
Signature: [Signature] Date: 6/9/2023

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 17, 2022	\$ 111,456.85
2	November 21, 2022	\$ 286,943.92
3	December 19, 2022	\$ 263,466.71
4	February 20, 2023	\$ 136,937.95
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 798,805.43

Record of Change Orders

No.	Date	Amount
1	November 21, 2022	\$ 18,287.50
2	February 20, 2023	\$ 33,273.74
3	June 19, 2023	\$ 2,200.00
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CHANGE ORDER TOTAL = \$ 53,761.24

Contract Time Remaining

Contract Period: Working Days
Construction Start Date: September 6, 2022

Substantial Completion

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

Full Completion

Contract Working Days: 80.0
Added by Change Order: _____
Total Working Days: 80.0
Working Days Used to Date: 80.0
Working Days Remaining: 0.0

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order #s Applicable)	UNITS	ORIGINAL QUANTITY	QUANTITY CHANGED (CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY PAID PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	CLEARING AND GRUBBING	ACRE	0.04	0.04	0.04	\$34,125.00	\$ 1,365.00	\$ -	\$ -	0.04	0.04	\$ 1,365.00	0.00	100.00%
2	CLEARING AND GRUBBING	UNIT	3	3.00	3.00	\$155.00	\$ 465.00	\$ -	\$ -	4.00	4.00	\$ 620.00	(1.00)	133.33%
3	EMBANKMENT IN PLACE, CONTRACTOR FURNISHED	CY	1663	1,663.00	1,663.00	\$16.00	\$ 26,608.00	\$ -	\$ -	1663.00	1,663.00	\$ 26,608.00	0.00	100.00%
4	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1607	1,607.00	1,607.00	\$10.50	\$ 16,873.50	\$ -	\$ -	900.00	900.00	\$ 9,450.00	707.00	43.81%
5	TOP SOIL, STRIP, SALVAGE AND SPREAD	CY	2020	2,020.00	2,020.00	\$13.00	\$ 26,260.00	\$ -	\$ -	2020.00	2,020.00	\$ 26,260.00	0.00	100.00%
6	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	1607	1,607.00	1,607.00	\$10.50	\$ 16,873.50	\$ -	\$ -	900.00	900.00	\$ 9,450.00	707.00	43.81%
7	ACCEPTED SUBBASE	CY	619.2	619.20	619.20	\$7.41	\$ 4,588.27	\$ -	\$ -	619.20	619.20	\$ 4,588.27	0.00	100.00%
8	GRAVEL AND SANDS, TYPE B	TON	577.00	577.00	577.00	\$24.50	\$ 14,046.50	101.82	\$ 2,494.63	475.18	577.00	\$ 14,046.50	0.00	100.00%
9	SHOULDER FINISHING, EARTH	STA	3.6	3.60	3.60	\$945.00	\$ 3,402.00	\$ -	\$ -	3.60	3.60	\$ 3,402.00	0.00	100.00%
10	EXCAVATION, CLASS 13, FOR WIDENING	CY	53	53.00	53.00	\$22.25	\$ 1,179.25	\$ -	\$ -	53.00	53.00	\$ 1,179.25	0.00	100.00%
11	REMOVAL OF CURB	STA	3.6	3.60	3.60	\$1,470.00	\$ 5,292.00	\$ -	\$ -	3.60	3.60	\$ 5,292.00	0.00	100.00%
12	PAVEMENT SCARIFICATION	SY	4555	4,555.00	4,555.00	\$3.00	\$ 13,665.00	\$ -	\$ -	4,555.00	4,555.00	\$ 13,665.00	0.00	100.00%
13	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1	1.00	1.00	\$7,500.00	\$ 7,500.00	\$ -	\$ -	1.00	1.00	\$ 7,500.00	0.00	100.00%
14	HOT MIX ASPHALT 160H TRAFFIC, BASE COURSE, 3 1/2 IN. LK	TON	1563.5	1,563.50	1,563.50	\$4.50	\$ 7,035.75	\$ -	\$ -	1,563.50	1,563.50	\$ 7,035.75	0.00	100.00%
15	HOT MIX ASPHALT 160H TRAFFIC, INTERCOURSE COURSE, 1 1/2 IN. LK	TON	663.7	663.70	663.70	\$4.50	\$ 2,988.15	\$ -	\$ -	1,007.45	1,007.45	\$ 4,511.25	(138.75)	116.06%
16	HOT MIX ASPHALT 160H TRAFFIC, SURFACE COURSE, 1 1/2 IN. LK, NO SPECIAL FRICTION REQ.	TON	699	699.00	699.00	\$4.50	\$ 3,145.50	\$ -	\$ -	1,007.45	1,007.45	\$ 4,511.25	(106.45)	111.68%
17	ASPH. BINDER, PG 58-28, 160H TRAFFIC	TON	199.3	199.30	199.30	\$66.40	\$ 13,231.52	\$ -	\$ -	168.99	168.99	\$ 11,120.77	30.31	84.79%
18	SURFACE, DRIVEWAY, CLASS A CRUSHED STONE	TON	18	18.00	18.00	\$58.00	\$ 1,044.00	\$ -	\$ -	18.00	18.00	\$ 1,044.00	0.00	100.00%
19	APPROX. CONCRETE, 24 IN. DIA.	EACH	8	8.00	8.00	\$3,412.50	\$ 27,300.00	\$ -	\$ -	8.00	8.00	\$ 27,300.00	0.00	100.00%
20	APPROX. LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 24 IN.	EACH	2	2.00	2.00	\$3,412.50	\$ 6,825.00	\$ -	\$ -	2.00	2.00	\$ 6,825.00	0.00	100.00%
21	CULVERT, LOW CLEARANCE CONCRETE ENTRANCE PIPE, E.O. DIAMETER 24 IN.	LF	42	42.00	42.00	\$138.50	\$ 5,817.00	\$ -	\$ -	42.00	42.00	\$ 5,817.00	0.00	100.00%
22	MANHOLE, STORM SEWER, 54" DIA.	EACH	1	1.00	1.00	\$6,300.00	\$ 6,300.00	\$ -	\$ -	1.00	1.00	\$ 6,300.00	0.00	100.00%
23	WITAKE, 54" DIA.	EACH	2	2.00	2.00	\$3,150.00	\$ 6,300.00	\$ -	\$ -	2.00	2.00	\$ 6,300.00	0.00	100.00%
24	WITAKE, 54" DIA.	EACH	1	1.00	1.00	\$1,950.00	\$ 1,950.00	\$ -	\$ -	1.00	1.00	\$ 1,950.00	0.00	100.00%
25	WITAKE ADJUSTMENT, MANHOLE	LF	2945	2,945.00	2,945.00	\$25.25	\$ 74,361.25	\$ -	\$ -	2,945.00	2,945.00	\$ 74,361.25	0.00	100.00%
26	SUBURBAN OUTLET, 18" DIA.	EACH	1	1.00	1.00	\$1,950.00	\$ 1,950.00	\$ -	\$ -	1.00	1.00	\$ 1,950.00	0.00	100.00%
27	SUBURBAN OUTLET, 18" DIA.	EACH	1	1.00	1.00	\$1,950.00	\$ 1,950.00	\$ -	\$ -	1.00	1.00	\$ 1,950.00	0.00	100.00%
28	STORM SEWER MANHOLE, RCP 2000 24"	LF	258	258.00	258.00	\$14.50	\$ 3,741.00	\$ -	\$ -	258.00	258.00	\$ 3,741.00	0.00	100.00%
29	STORM SEWER MANHOLE, RCP 2000 30"	LF	8	8.00	8.00	\$210.00	\$ 1,680.00	\$ -	\$ -	8.00	8.00	\$ 1,680.00	0.00	100.00%
30	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 30 IN.	LF	361	361.00	361.00	\$21.00	\$ 7,581.00	\$ -	\$ -	242.00	242.00	\$ 5,082.00	119.00	67.04%
31	EROSION CONTROL	SY	127	127.00	127.00	\$5.25	\$ 666.75	\$ -	\$ -	77.00	77.00	\$ 401.25	50.00	60.33%
32	EROSION CONTROL	TON	90	90.00	90.00	\$63.00	\$ 5,670.00	\$ -	\$ -	40.00	40.00	\$ 2,520.00	50.00	44.44%
33	REMOVAL OF PAVEMENT	SY	658.5	658.50	658.50	\$11.00	\$ 7,243.50	\$ -	\$ -	658.50	658.50	\$ 7,243.50	0.00	100.00%
34	REMOVAL OF BITUMENS AND UTILITY ACCESSSES	EACH	1	1.00	1.00	\$1,950.00	\$ 1,950.00	\$ -	\$ -	1.00	1.00	\$ 1,950.00	0.00	100.00%
35	REMOVAL OF SIDEWALK	SY	647	647.00	647.00	\$13.25	\$ 8,578.75	\$ -	\$ -	647.00	647.00	\$ 8,578.75	0.00	100.00%
36	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	233.3	233.30	233.30	\$35.00	\$ 8,165.50	297.60	\$ 10,467.60	0.00	297.60	\$ 10,467.60	(4.30)	101.53%
37	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	52.1	52.10	52.10	\$120.00	\$ 6,252.00	39.70	\$ 4,764.00	0.00	39.70	\$ 4,764.00	12.40	76.20%
38	DETECTABLE WALKWAYS	SY	64	64.00	64.00	\$14.00	\$ 896.00	64.00	\$ 896.00	0.00	64.00	\$ 896.00	0.00	100.00%
39	DRIVEWAY, P.C. CONCRETE, 5 IN.	SY	508.2	508.20	508.20	\$14.00	\$ 7,114.80	\$ -	\$ -	508.20	508.20	\$ 7,114.80	0.00	100.00%
40	REMOVAL OF PAVED DRIVEWAY	SY	600.5	600.50	600.50	\$11.00	\$ 6,605.50	\$ -	\$ -	600.50	600.50	\$ 6,605.50	0.00	100.00%
41	REMOVE AND REPAVEMENT SIGN AS PER PLAN	EACH	3	3.00	3.00	\$211.00	\$ 633.00	\$ -	\$ -	4.00	4.00	\$ 844.00	(1.00)	133.33%
42	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	LF	112	112.00	112.00	\$16.00	\$ 1,792.00	112.00	\$ 1,792.00	0.00	112.00	\$ 1,792.00	0.00	100.00%
43	TYPE A SIGNS, SHEET ALUMINUM	EA	34	34.00	34.00	\$37.00	\$ 1,258.00	34.00	\$ 1,258.00	0.00	34.00	\$ 1,258.00	0.00	100.00%
44	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	STA	56.32	56.32	56.32	\$74.75	\$ 4,209.92	\$ -	\$ -	56.32	56.32	\$ 4,209.92	0.00	100.00%
45	PAINTED PAVEMENT MARKINGS, DURABLE	STA	60.93	60.93	60.93	\$95.00	\$ 5,788.35	60.93	\$ 5,788.35	0.00	60.93	\$ 5,788.35	0.00	100.00%
46	PAVEMENT MARKINGS REMOVED	STA	53.02	53.02	53.02	\$42.00	\$ 2,226.84	53.02	\$ 2,226.84	0.00	53.02	\$ 2,226.84	0.00	100.00%
47	GROOVES CUT FOR PAVEMENT MARKINGS	STA	49.91	49.91	49.91	\$37.00	\$ 1,846.67	45.00	\$ 1,665.00	0.00	45.00	\$ 1,665.00	4.91	90.16%
48	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	6	6.00	6.00	\$155.00	\$ 930.00	6.00	\$ 930.00	0.00	6.00	\$ 930.00	0.00	100.00%
49	TRAFFIC CONTROL	LS	1	1.00	1.00	\$9,500.00	\$ 9,500.00	\$ -	\$ -	1.00	1.00	\$ 9,500.00	0.00	100.00%
50	PORTABLE MESSAGE MESSAGE SIGN (PMS)	CONV	20	20.00	20.00	\$150.00	\$ 3,000.00	\$ -	\$ -	20.00	20.00	\$ 3,000.00	0.00	100.00%
51	MOBILIZATION	LS	1	1.00	1.00	\$4,500.00	\$ 4,500.00	\$ -	\$ -	1.00	1.00	\$ 4,500.00	0.00	100.00%
52	TRENCH COMPACTION TESTING	LS	1	1.00	1.00	\$3,700.00	\$ 3,700.00	\$ -	\$ -	0.25	0.25	\$ 925.00	0.75	25.00%
53	VALVE BOX ADJUSTMENT, MANHOLE	EACH	1	1.00	1.00	\$315.00	\$ 315.00	1.00	\$ 315.00	0.00	1.00	\$ 315.00	0.00	100.00%
54	FIRE HYDRANT ADJUSTMENT	EACH	3	3.00	3.00	\$1,575.00	\$ 4,725.00	3.00	\$ 4,725.00	0.00	3.00	\$ 4,725.00	0.00	100.00%
55	TEMPORARY ACCESS DRIVE	LS	1	1.00	1.00	\$14,700.00	\$ 14,700.00	\$ -	\$ -	1.00	1.00	\$ 14,700.00	0.00	100.00%
56	PORTLAND CEMENT CONCRETE PAVEMENT WIDENING, 10.5 IN.	SY	392.6	392.60	392.60	\$75.00	\$ 29,445.00	\$ -	\$ -	392.60	392.60	\$ 29,445.00	0.00	100.00%
57	WALKWAYS, BONDED FIBER MATRIX	ACRE	1.6	1.60	1.60	\$1,100.00	\$ 1,760.00	1.60	\$ 1,760.00	0.00	1.60	\$ 1,760.00	0.00	100.00%
58	SEEDING AND FERTILIZING (RURAL)	ACRE	1.6	1.60	1.60	\$158.00	\$ 252.80	1.60	\$ 252.80	0.00	1.60	\$ 252.80	0.00	100.00%
59	STABILIZING CROP - SEEDING AND FERTILIZING	ACRE	1.6	1.60	1.60	\$158.00	\$ 252.80	1.60	\$ 252.80	0.00	1.60	\$ 252.80	0.00	100.00%
60	SILT FENCE	LF	1500	1,500.00	1,500.00	\$2.00	\$ 3,000.00	\$ -	\$ -	0.00	0.00	\$ -	1,500.00	0.00%
61	SILT FENCE FOR DITCH CHECKS	LF	400	400.00	400.00	\$2.00	\$ 800.00	\$ -	\$ -	200.00	200.00	\$ 400.00	200.00	50.00%
62	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	1500	1,500.00	1,500.00	\$2.00	\$ 3,000.00	\$ -	\$ -	0.00	0.00	\$ -	1,500.00	0.00%
63	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	60	60.00	60.00	\$3.00	\$ 180.00	60.00	\$ 180.00	0.00	60.00	\$ 180.00	0.00	100.00%
64	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	LF	60	60.00	60.00	\$3.00	\$ 180.00	\$ -	\$ -	0.00	0.00	\$ -	60.00	0.00%
65	GRATE INTAKE SEDIMENT FILTER BAG	EACH	1	1.00	1.00	\$211.00	\$ 211.00	\$ -	\$ -	1.00	1.00	\$ 211.00	0.00	100.00%
66	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	2	2.00	2.00	\$37.00	\$ 74.00	\$ -	\$ -	0.00	0.00	\$ -	2.00	0.00%
67	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	1	1.00	1.00	\$37.00	\$ 37.00	\$ -	\$ -	0.00	0.00	\$ -	1.00	0.00%
68	SUBGRADE REPLACEMENT (CHANGE ORDER 1)	LS	1	1.00	1.00	\$18,287.50	\$ 18,287.50	\$ -	\$ -	1.00	1.00	\$ 18,287.50	0.00	100.00%
69	EXCAVATION, CLASS 10 WASTE (CHANGE ORDER 2)	CY	11	11.00	11.00	\$27.50	\$ 302.50	\$ -	\$ -	11.00	11.00	\$ 302.50	0.00	100.00%
70	REVEALMENT, CLASS E (CHANGE ORDER 2)	TON	106.78	106.78	106.78	\$99.00	\$ 10,571.22	\$ -	\$ -	106.78	106.78	\$ 10,571.22	0.00	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

73	MOBILIZATION/FOR EROSION WORK (CHANGE ORDER 2)	LS	1	1.00	\$902.00	\$ 902.00	\$ -	1.00	1.00	\$ 902.00	0.00	100.00%	
74	FIRE HYDRANT REPLACEMENT (CHANGE ORDER 2)	LS	1	1.00	\$21,500.00	\$ 21,500.00	1.00	\$ 21,500.00	0.00	1.00	\$ 21,500.00	0.00	100.00%
75	WOLF HOPE CULVERT	LS	1	1.00	\$2,200.00	\$ 2,200.00	1.00	\$ 2,200.00	0.00	1.00	\$ 2,200.00	0.00	100.00%
TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK						CONTRACT = \$ 819,483.67		PAY PERIOD = \$ 75,112.43		COMPLETED = \$ 815,193.24		91.00%	



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #19 in the amount of \$25,003.95 to HR Green, Inc., for construction administration and construction inspection services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #19

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: June 19, 2023 **PAYMENT REQUEST #** 19
PAYMENT PERIOD: From: April 29, 2023 Through: May 26, 2023

Contract Summary

Original Contract Amount:	\$	206,500.00	
Net change by Change Orders:	\$	817,900.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,024,400.00	
Total completed and stored to date:	\$	1,004,038.28	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	1,004,038.28	
Less previous applications for payment:	\$	979,034.33	
SUBTOTAL	\$		25,003.95

OTHER CHARGES (Attach an Itemized list)

CURRENT PAYMENT DUE \$ 25,003.95

Balance to finish, including retainage: \$ 20,361.72

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

HR Green, Inc.

Firm Name

Signature

Date

June 12, 2023

City of Ankeny Staff Approval:

Signature

Date

6/12/2023

Submit to:

Amy Quartell, PE, City Engineer

E-mail:

aquartell@ankenyiowa.gov

Phone:

(515) 965-6448

Fax:

(515) 965-6448

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 979,034.33

Record of Change Orders

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Please update Payment Application Sheet

Contract Time Remaining

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



HRGreen®

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

HRGREEN.COM

June 12, 2023

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

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

Dear Amy:

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

Attached Invoice #	163525
Period covered by invoice	4/29/23 - 5/26/23
Amount this invoice	\$25,003.95
Total billings to date, including this invoice	\$348,538.28
Contract maximum fee	\$368,900
% of Contract billed to date	94.48%

Summary of services during this billing period:

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

Comments:

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

Best regards,

HR GREEN, INC.

Tony Babcock, P.E.



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

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

June 05, 2023
 Project No: 210361
 Invoice No: 163525
Invoice Total: \$25,003.95

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

Professional Services Through May 26, 2023

Professional Personnel

	Hours	Amount	
Senior Professional	20.00	4,400.00	
Professional	3.00	525.00	
Field Personnel	108.00	12,420.00	
Corporate Admin	2.00	254.00	
Totals	133.00	17,599.00	
Total Labor			17,599.00

Consultants

Nilles Associates			
5/15/2023	Nilles Associates	Construction Survey	6,682.65
	Total Consultants		6,682.65
			6,682.65

Unit Charges

Mileage 0.625	617.50	
Mileage 0.655	39.30	
Mileage 0.655	26.20	
Mileage 0.655	39.30	
Total Unit Charges	722.30	722.30

Billing Limits

	Current	Prior	To-Date
Total Billings	25,003.95	323,534.33	348,538.28
Limit			368,900.00
Remaining			20,361.72

Total this Invoice \$25,003.95



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of \$1068.75 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park 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:

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 ISG - Payment #7- High Trestle Trail Park Phase 1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: High Trestle Park Phase I
Contractor: ISG
Address: 115 East Hickory St., Suite 300 Mankato, MN 56001
Finance Budget Code: 99.2990.4210 **Finance Project Code:** 990.421
Vendor Project or Invoice #: 84384 **PO #**
Original Contract Date: May 16, 2022 **Vendor #** 10037

Date of Council Meeting 5/24/2023 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: 04/01/23 through: 04/30/23

Contract Summary

Original Contract Amount:	\$	68,400.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	68,400.00	
Total completed and stored to date:	\$	34,308.75	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	34,308.75	
Less previous applications for payment:	\$	33,240.00	
SUBTOTAL	\$		1,068.75

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

CURRENT PAYMENT DUE \$ 1,068.75

Balance to finish, including retainage: \$ 34,091.25

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: ISG
Firm Name

Signature: Hayley Schull Date: 5/24/2023

Engineer/Consultant Approval:
Firm Name

Signature: [Signature] Date: 5/30/23
City of Ankeny Staff Approval: [Signature]
Signature: [Signature] Date: 5/30/23

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



I & S Group, Inc.
115 E. Hickory St.
Suite 300
Mankato, MN 56001
507-387-6651
www.ISGInc.com

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

Invoice Number 92420
Date 04/30/2023

**Project 22-26951 High Trestle Park
Phase 1 - Ankeny, IA**

Progress billing for professional services provided through date of invoice

****INCLUDE PAY APP****
Updating Preliminary Design Concepts

Description	Contract Amount	Prior Billed	Current Billed
Design			
Survey	\$9,000.00	\$9,000.00	
Permitting	\$2,600.00		
Preliminary Design	\$18,700.00	\$18,700.00	
Final Design	\$23,700.00	\$5,540.00	\$1,068.75
Bidding	\$3,600.00		
Construction			
Construction Staking	\$5,000.00		
Construction Administration	\$5,800.00		
	\$68,400.00	\$33,240.00	\$1,068.75

Invoice Amount **\$1,068.75**

Payment Terms: Net 30 days from invoice date. Past due balances are subject to late fees in the amount of 1.5% per month.
If you have a question regarding your invoice or are interested in receiving invoices electronically, please e-mail AR@ISGInc.com

Automated Clearing House (ACH) Instructions

Account Name: I&S Group, Inc.
ABA/Routing Number: 073000642
Account Number: 2348642289
Send Remittance to: AR@ISGInc.com



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #14 in the amount of \$39,874.11 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #14

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd.
Contractor: McClure Engineering Company
Address: 335 SE Oralabor Road; Ankeny, IA 50021
Finance Budget Code: 953.3953.4210 **Finance Project #** 953.421
Vendor Project or Invoice #: 211008-010 **PO #** N/A
Original Contract Date: February 7, 2022 **Vendor #** 2183

Date of Council Meeting: 06/19/2023 **PAYMENT REQUEST #** 14
PAYMENT PERIOD: From: April 30, 2022 Through: May 26, 2023

Contract Summary

Original Contract Amount:	\$	385,000.00	
Net change by Change Orders:	\$	395,300.00	
Contract Amount to Date: (line 1 ± 2)	\$	780,300.00	
Total completed and stored to date:	\$	546,525.23	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	546,525.23	
Less previous applications for payment:	\$	506,651.12	
SUBTOTAL	\$	39,874.11	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	39,874.11	

Balance to finish, including retainage: \$ 233,774.77

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 2, 2023

City of Ankeny Staff Approval:

Signature

Date

6/9/2023

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
3	June 20, 2022	\$ 12,000.00
4	June 18, 2022	\$ 25,675.21
5	August 15, 2022	\$ 28,367.75
6	September 19, 2022	\$ 38,946.51
7	October 17, 2022	\$ 38,657.50
8	November 21, 2022	\$ 91,841.25
9	December 19, 2022	\$ 2,900.00
10	January 17, 2023	\$ 1,514.23
11	March 20, 2023	\$ 55,396.27
12	May 1, 2023	\$ 33,864.41
13	May 15, 2023	\$ 32,390.44
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 506,651.12

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 395,300.00
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CHANGE ORDER TOTAL = \$ 395,300.00

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



1360 NW 121st Street
Clive, IA 50325

Jim Haberichter
City of Ankeny, IA
410 West 1st Street
Ankeny, IA 50023

May 30, 2023
Project No: 0000211008-010
Invoice No: 145490
Due Date: June 29, 2023

Project 0000211008-010 Ankeny NW 18th St Reconstruction - NW Ash Drive to N Ankeny Boulevard

Professional Services from April 30, 2023 to May 27, 2023

Phase	600	Construction Administration
Task	601	Construction Administration

	Hours	Rate	Amount	
Project Manager I	.50	185.00	92.50	
Engineer I	22.00	125.00	2,750.00	
Project Manager III	20.50	230.00	4,715.00	
Project Coordinator	.50	135.00	67.50	
Engineer III	63.00	185.00	11,655.00	
Totals	106.50		19,280.00	
Total Labor				19,280.00

Mileage (.655/.50 p/mile) 47.92

Total this Task \$19,327.92

Total this Phase \$19,327.92

Phase	650	Onsite Project Representative
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	Hours	Rate	Amount	
Engineer I	28.00	125.00	3,500.00	
On Site Representative I	1.50	115.00	172.50	
Intern	24.00	75.00	1,800.00	
On-Site Representative II	56.00	155.00	8,680.00	
Totals	109.50		14,152.50	
Total Labor				14,152.50

Mileage (.655/.50 p/mile) 358.69

Total this Phase \$14,511.19

Phase	700	Survey Services
Task	760	Construction Staking

Project	0000211008-010	Ankeny NW 18th St Reconstruction	Invoice	145490
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	Hours	Rate	Amount	
Project Manager I	14.00	185.00	2,590.00	
Crew Chief	20.00	135.00	2,700.00	
Engineering Technician III	4.00	175.00	700.00	
Totals	38.00		5,990.00	
Total Labor				5,990.00

Mileage (.90 p/mile)				45.00
		Total this Task		\$6,035.00
		Total this Phase		\$6,035.00

Phase	950	Subconsultants and Fees		
		Total this Phase		0.00

	Current	Prior	To-Date	
Total Billings	39,874.11	506,651.12	546,525.23	
Contract Limit (not-to-exceed)			780,300.00	
Contract Limit Remaining			233,774.77	
		Total Due this Invoice		\$39,874.11

June 5, 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. 14
MEC Project No. 211008-010

Dear Mr. Haberichter:

This is the ~~thirteenth~~ ^{fourteenth} progress report for the above referenced project and covers work through May 26, 2022. Work related to this project through this period includes construction staking, shop drawing review, utility coordination with review and approval or utility relocation plans, construction observation, and construction administration.

Elder Corporation has completed approximately 15.7% of the project contract while using 43.5 of 130 working days (33.5%). Elder has completed the Stage 1 water main, storm sewer, and grading. Elder has begun Stage 2 work including Site A (NW 18th Street and NW Ash Drive intersection) and Site C (NW 18th Street west of N Ankeny Boulevard) closures and is beginning pavement removals. Elder plans to finish all Stage 1 subdrain installation, subbase installation and paving as well as Stage 2 traffic signal foundation installation, pavement removal, grading, and storm sewer over the next few weeks. Stage 2 closure is expected to last until August 22, 2023.

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,

A handwritten signature in blue ink that reads "Scott Port".

Scott E. Port, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$4,132.50 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW State Street Reconstruction - Southbound Lanes
Contractor: McClure Engineering Company
Address: 335 SE Oralabor Road; Ankeny, IA 50021
Finance Budget Code: 968.3968.4210 **Finance Project #** 968.4210
Vendor Project or Invoice #: 2022000919-000 **PO #** N/A
Original Contract Date: July 19, 2022 **Vendor #** 2183

Date of Council Meeting: June 19, 2023 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: April 30, 2023 Through: May 27, 2023

Contract Summary

Original Contract Amount:	\$	102,600.00	
Net change by Change Orders:	\$	47,450.00	
Contract Amount to Date: (line 1 ± 2)	\$	150,050.00	
Total completed and stored to date:	\$	132,628.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	132,628.00	
Less previous applications for payment:	\$	128,495.50	
SUBTOTAL	\$	4,132.50	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,132.50

Balance to finish, including retainage: \$ 17,422.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Matt Grgurich, - Civil Engineer I

E-mail: MGrgrich@AnkenyIowa.gov

Phone: (515) 963-3549

Fax: (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 15, 2022	\$ 7,553.00
2	September 19, 2022	\$ 13,860.00
3	October 17, 2022	\$ 23,008.75
4	November 21, 2022	\$ 21,080.25
5	December 19, 2022	\$ 26,760.50
6	January 17, 2023	\$ 9,948.05
7	February 20, 2023	\$ 389.45
8	April 17, 2023	\$ 25,060.50
9	May 15, 2023	\$ 835.00
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 128,495.50

Record of Change Orders

No.	Date	Amount
1	March 6, 2023	\$ 47,450.00
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CHANGE ORDER TOTAL = \$ 47,450.00

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



1360 NW 121st Street
Clive, IA 50325

Matt Grgurich
City of Ankeny, IA
410 West 1st Street
Ankeny, IA 50023

May 30, 2023
Project No: 2022000919-000
Invoice No: 145479
Due Date: June 29, 2023

Project 2022000919-000 Ankeny SW State Street Reconstruction - Southbound Lanes
Professional Services from April 30, 2023 to May 27, 2023

Phase 600 Construction Administration

	Hours	Rate	Amount	
Project Manager III	4.00	230.00	920.00	
Engineer III	15.00	185.00	2,775.00	
Totals	19.00		3,695.00	
Total Labor				3,695.00
			Total this Phase	\$3,695.00

Phase 850 Project Management and Coordination

	Hours	Rate	Amount	
Project Coordinator	.50	135.00	67.50	
Engineer III	2.00	185.00	370.00	
Totals	2.50		437.50	
Total Labor				437.50
			Total this Phase	\$437.50

	Current	Prior	To-Date	
Total Billings	4,132.50	128,495.50	132,628.00	
Contract Limit (not-to-exceed)			150,050.00	
Contract Limit Remaining			17,422.00	
			Total Due this Invoice	\$4,132.50

June 2, 2023



Mr. Matt Grgurich
Civil Engineer I
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

RE: SW State Street Reconstruction – Southbound Lanes
Progress Report No. 10
MEC Project No. 2022000919-000

Dear Mr. Grgurich:

This is the tenth progress report for the above referenced project and covers work through May 27, 2023. Work related to this project through this period includes project administration, shop drawing / submittal review, and hosting a preconstruction meeting.

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

Sincerely,

Colton D. Hoffmann, P.E.
Project Engineer

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$129,995.15 to On Track Construction, LLC for construction services on the NW Northlawn Area Utility Improvements - Phase 2.

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Northlawn Area Utility Improvements - Phase 2
Contractor: On Track Construction, LLC
Address: 1435 W F Ave, Nevada, IA 50201
Finance Budget Code: 610.3610.4450 Finance Project #: 610.445
650.3650.4452 963.3963.4451 650.4452 963.4451
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: December 5, 2022 Vendor Account #: 9363

Date of Council Meeting: June 19, 2023

Payment Application #: 2

Payment Period: From: April 30, 2023 Through: June 3, 2023

Contract Summary:

Original Contract Amount: \$ 2,027,500.00

Net Change by Change Orders: \$ -

Contract Amount to Date: (line 1 ± 2) \$ 2,027,500.00

Total Completed and Stored to Date: \$ 290,299.50

Retainage: 5 % of Completed Work: \$ 14,514.98

Total Earned Less Retainage: \$ 275,784.52

Less Previous Applications for Payment: \$ 145,789.37

SUBTOTAL: \$ 129,995.15

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 129,995.15

Balance to Finish, Including Retainage: \$ 1,751,715.48

Contract Time Remaining: 117.50 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

Signature [Signature]
Firm Name

Date 6-7-23

Engineer / Consultant Approval:

Signature _____
Firm Name

Date _____

City of Ankeny Staff Approval:

Signature [Signature]

Date 6/7/2023

Submit to: Matthew Grgurich - Civil Engineer I

E-mail: MGrgrich@Ankenylowa.gov

Phone Number: (515) 963-3549

Date Printed: 6/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # If Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	Clearing and Grubbing	LS	1.00		1.00	\$ 15,000.00	\$ 15,000.00		\$ -	0.50	0.50	\$ 7,500.00	0.50	50.00%
2.02	Topsoil, Off-site	CY	290.00		290.00	\$ 30.00	\$ 8,700.00		\$ -		0.00	\$ -	290.00	0.00%
2.03	Excavation, Class 10	CY	1,045.00		1,045.00	\$ 25.00	\$ 26,125.00	100.00	\$ 2,500.00		100.00	\$ 2,500.00	945.00	9.57%
2.04	Subgrade Preparation, 6" Depth	CY	4,620.00		4,620.00	\$ 2.50	\$ 11,550.00		\$ -		0.00	\$ -	4,620.00	0.00%
2.05	Subgrade Treatment, Geogrid, Triangular	CY	460.00		460.00	\$ 6.00	\$ 2,760.00		\$ -		0.00	\$ -	460.00	0.00%
2.06	Subbase, Modified, 6" Depth (Virgin Aggregate)	CY	4,480.00		4,480.00	\$ 14.00	\$ 62,720.00		\$ -		0.00	\$ -	4,480.00	0.00%
2.07	Removal of Structure, Wood Shed, 10' X 6'	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	1.00	\$ 2,500.00	0.00	100.00%
2.08	Compaction Testing	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00		\$ -		0.00	\$ -	1.00	0.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00	0.10	\$ 350.00		0.10	\$ 350.00	0.90	10.00%
SEWERS AND DRAINS														
4.01	Sanitary Sewer Gravity Main, Trenched, Truss PVC, 8" Diameter	LF	1,100.00		1,100.00	\$ 155.00	\$ 170,500.00	325.00	\$ 50,375.00		325.00	\$ 50,375.00	775.00	29.55%
4.02	Sanitary Sewer, Service Stub, PVC, 4" Diameter	LF	430.00		430.00	\$ 115.00	\$ 49,450.00		\$ -		0.00	\$ -	430.00	0.00%
4.03	Removal of Sanitary Sewer, Less than or equal to 36" Diameter	LF	775.00		775.00	\$ 27.00	\$ 20,925.00	325.00	\$ 8,775.00		325.00	\$ 8,775.00	450.00	41.94%
4.04	Sanitary Sewer Cleanout, Temporary (Type 1)	EA	2.00		2.00	\$ 2,550.00	\$ 5,100.00	1.00	\$ 2,550.00		1.00	\$ 2,550.00	1.00	50.00%
4.05	Sanitary Sewer Cleanout, Temporary (Type 2)	EA	1.00		1.00	\$ 2,150.00	\$ 2,150.00		\$ -		0.00	\$ -	1.00	0.00%
4.06	Sanitary Sewer Abandonment, Fill and Plug	LF	300.00		300.00	\$ 30.00	\$ 9,000.00		\$ -		0.00	\$ -	300.00	0.00%
4.07	Storm Sewer, Trenched, Class III RCP, 15" Diameter (CI R-2 Bed)	LF	462.00		462.00	\$ 130.00	\$ 60,060.00		\$ -		0.00	\$ -	462.00	0.00%
4.08	Storm Sewer, Trenched, Class III RCP, 18" Diameter (CI R-2 Bed)	LF	66.00		66.00	\$ 132.00	\$ 8,712.00		\$ -	34.00	34.00	\$ 4,488.00	32.00	51.52%
4.09	Storm Sewer, Trenched, Class III RCP, 24" Diameter (CI R-2 Bed)	LF	36.00		36.00	\$ 165.00	\$ 5,940.00		\$ -		0.00	\$ -	36.00	0.00%
4.10	Storm Sewer, Trenched, Class III RCP, 30" Diameter (CI R-2 Bed)	LF	280.00		280.00	\$ 180.00	\$ 50,400.00		\$ -		0.00	\$ -	280.00	0.00%
4.11	Storm Sewer, Trenched, Class III RCP, 36" Diameter (CI R-2 Bed)	LF	478.00		478.00	\$ 220.00	\$ 105,160.00		\$ -		0.00	\$ -	478.00	0.00%
4.12	Storm Sewer, Trenched, Class III RCP, 42" Diameter (CI R-2 Bed)	LF	8.00		8.00	\$ 430.00	\$ 3,440.00		\$ -	8.00	8.00	\$ 3,440.00	0.00	100.00%
4.13	Storm Sewer, Trenched, A-2000 PVC, 36" Diameter	LF	168.00		168.00	\$ 460.00	\$ 77,280.00		\$ -	168.00	168.00	\$ 77,280.00	0.00	100.00%
4.14	Removal of Storm Sewer, Less than or equal to 36" Diameter	LF	281.00		281.00	\$ 28.00	\$ 7,868.00		\$ -	225.00	225.00	\$ 6,300.00	56.00	80.07%
4.15	Storm Sewer Abandonment, Fill and Plug	LF	217.00		217.00	\$ 60.00	\$ 13,020.00		\$ -		0.00	\$ -	217.00	0.00%
4.16	Pipe Apron, RCP, 42" Diameter	EA	1.00		1.00	\$ 2,450.00	\$ 2,450.00		\$ -	1.00	1.00	\$ 2,450.00	0.00	100.00%
4.17	Footings for Concrete Pipe Apron, RCP, 42" Diameter	EA	1.00		1.00	\$ 850.00	\$ 850.00		\$ -	1.00	1.00	\$ 850.00	0.00	100.00%
4.18	Pipe Apron Guard, RCP, 42" Diameter	EA	1.00		1.00	\$ 2,100.00	\$ 2,100.00		\$ -	1.00	1.00	\$ 2,100.00	0.00	100.00%
4.19	Footings Drain Collector/Subdrain, Corrugated PVC, 8" Diameter	LF	2,000.00		2,000.00	\$ 50.00	\$ 100,000.00		\$ -		0.00	\$ -	2,000.00	0.00%
4.20	Footings Drain Cleanout, Type B, 24" Diameter	EA	2.00		2.00	\$ 765.00	\$ 1,530.00		\$ -		0.00	\$ -	2.00	0.00%
4.21	Footings Drain Outlet into Structure, 8" Diameter	EA	19.00		19.00	\$ 575.00	\$ 10,925.00		\$ -		0.00	\$ -	19.00	0.00%
4.22	Storm Sewer Service Stub, PVC, 1.5" Diameter	LF	210.00		210.00	\$ 200.00	\$ 42,000.00		\$ -		0.00	\$ -	210.00	0.00%
WATER MAINS AND APPURTENANCES														
5.01	Water Main, Temporary, PEX, 2" Diameter	LF	1,100.00		1,100.00	\$ 41.00	\$ 45,100.00	247.00	\$ 10,127.00		247.00	\$ 10,127.00	853.00	22.45%
5.02	Water Main, Trenched, PVC, 4" Diameter	LF	30.00		30.00	\$ 94.00	\$ 2,820.00		\$ -		0.00	\$ -	30.00	0.00%
5.03	Water Main, Trenched, PVC, 6" Diameter	LF	20.00		20.00	\$ 98.00	\$ 1,960.00		\$ -		0.00	\$ -	20.00	0.00%
5.04	Water Main, Trenched, PVC, 8" Diameter	LF	1,150.00		1,150.00	\$ 84.00	\$ 96,600.00		\$ -		0.00	\$ -	1,150.00	0.00%
5.05	Fitting, 22.50 Degree Bend, 4"	EA	4.00		4.00	\$ 1,215.00	\$ 4,860.00		\$ -		0.00	\$ -	4.00	0.00%
5.06	Fitting, 22.50 Degree Bend, 6"	EA	2.00		2.00	\$ 1,315.00	\$ 2,630.00		\$ -		0.00	\$ -	2.00	0.00%
5.07	Fitting, 22.50 Degree Bend, 8"	EA	2.00		2.00	\$ 1,455.00	\$ 2,910.00		\$ -		0.00	\$ -	2.00	0.00%
5.08	Fitting, 8" X 8" Tee	EA	2.00		2.00	\$ 1,705.00	\$ 3,410.00		\$ -		0.00	\$ -	2.00	0.00%
5.09	Fitting, 8" X 4" Reducer	EA	2.00		2.00	\$ 1,020.00	\$ 2,040.00		\$ -		0.00	\$ -	2.00	0.00%
5.10	Fitting, 8" X 6" Reducer	EA	1.00		1.00	\$ 1,035.00	\$ 1,035.00		\$ -		0.00	\$ -	1.00	0.00%
5.11	Water Service, Polyethylene, 0.75" Diameter, Near Side	EA	12.00		12.00	\$ 2,445.00	\$ 29,340.00		\$ -		0.00	\$ -	12.00	0.00%
5.12	Water Service, Polyethylene, 0.75" Diameter, Far Side	EA	2.00		2.00	\$ 3,020.00	\$ 6,040.00		\$ -		0.00	\$ -	2.00	0.00%
5.13	Gate Valve, 6"	EA	4.00		4.00	\$ 2,765.00	\$ 11,060.00		\$ -		0.00	\$ -	4.00	0.00%
5.14	Fire Hydrant Assembly, Alternate	EA	3.00		3.00	\$ 7,000.00	\$ 21,000.00		\$ -		0.00	\$ -	3.00	0.00%
5.15	Fire Hydrant Assembly, Removal	EA	3.00		3.00	\$ 1,800.00	\$ 5,400.00		\$ -		0.00	\$ -	3.00	0.00%
5.16	Removal of Water Main	LF	1,190.00		1,190.00	\$ 22.00	\$ 26,180.00		\$ -		0.00	\$ -	1,190.00	0.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Manhole, Type SW-301, 48" Diameter	EA	5.00		5.00	\$ 5,640.00	\$ 28,200.00	1.00	\$ 5,640.00		1.00	\$ 5,640.00	4.00	20.00%
6.02	Manhole, Type SW-401, 60" Diameter	EA	1.00		1.00	\$ 8,950.00	\$ 8,950.00		\$ -		0.00	\$ -	1.00	0.00%
6.03	Manhole, Type SW-401, 72" Diameter	EA	1.00		1.00	\$ 9,600.00	\$ 9,600.00		\$ -		0.00	\$ -	1.00	0.00%
6.04	Intake Type SW-505	EA	7.00		7.00	\$ 6,290.00	\$ 44,030.00		\$ -	1.00	1.00	\$ 6,290.00	6.00	14.29%
6.05	Intake Type SW-506	EA	6.00		6.00	\$ 12,145.00	\$ 72,870.00		\$ -		0.00	\$ -	6.00	0.00%
6.06	Intake Type SW-513, 6" X 6"	EA	1.00		1.00	\$ 10,350.00	\$ 10,350.00		\$ -	1.00	1.00	\$ 10,350.00	0.00	100.00%
6.07	Manhole Adjustment, Major	EA	1.00		1.00	\$ 3,150.00	\$ 3,150.00		\$ -		0.00	\$ -	1.00	0.00%
6.08	Remove Manhole, Sanitary	EA	4.00		4.00	\$ 600.00	\$ 2,400.00	1.00	\$ 600.00		1.00	\$ 600.00	3.00	25.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

6.09	Remove Cleanout, Storm	EA	2.00		2.00	\$ 600.00	\$ 1,200.00		\$ -		0.00	\$ -	2.00	0.00%
6.10	Remove Intake, Storm	EA	3.00		3.00	\$ 600.00	\$ 1,800.00		\$ -	1.00	1.00	\$ 600.00	2.00	33.33%
6.11	Remove Cleanout, Sanitary	EA	2.00		2.00	\$ 500.00	\$ 1,000.00	1.00	\$ 500.00		1.00	\$ 500.00	1.00	50.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, C-SUD, 8"	SY	3,517.00		3,517.00	\$ 88.00	\$ 309,456.00		\$ -		0.00	\$ -	3,517.00	0.00%
7.02	Pavement, PCC, C-SUD, 7"	ST	264.00		264.00	\$ 56.50	\$ 14,916.00		\$ -		0.00	\$ -	264.00	0.00%
7.03	PCC Pavement Samples and Testing	LS	1.00		1.00	\$ 4,850.00	\$ 4,850.00		\$ -		0.00	\$ -	1.00	0.00%
7.04	Removal of Sidewalk	SY	680.00		680.00	\$ 15.00	\$ 10,200.00	359.00	\$ 5,385.00		359.00	\$ 5,385.00	321.00	52.79%
7.05	Removal of Driveway	SY	692.00		692.00	\$ 15.00	\$ 10,380.00	364.00	\$ 5,460.00		364.00	\$ 5,460.00	328.00	52.60%
7.06	Sidewalk, PCC, 4"	SY	801.00		801.00	\$ 46.00	\$ 36,846.00		\$ -		0.00	\$ -	801.00	0.00%
7.07	Sidewalk, PCC, 6"	SY	35.00		35.00	\$ 182.00	\$ 6,370.00		\$ -		0.00	\$ -	35.00	0.00%
7.08	Detectable Warnings, Galvanized Steel	SF	68.00		68.00	\$ 52.50	\$ 3,570.00		\$ -		0.00	\$ -	68.00	0.00%
7.09	Driveway, Paved, PCC, 6"	SY	719.00		719.00	\$ 58.00	\$ 41,702.00		\$ -	69.00	69.00	\$ 4,002.00	650.00	9.60%
7.10	Pavement Removal	SY	3,297.00		3,297.00	\$ 15.00	\$ 49,455.00	1,546.00	\$ 23,190.00	69.00	1,615.00	\$ 24,225.00	1,682.00	48.98%
TRAFFIC CONTROL														
8.01	Temporary Traffic Control	LS	1.00		1.00	\$ 8,000.00	\$ 8,000.00	0.25	\$ 2,000.00	0.25	0.50	\$ 4,000.00	0.50	50.00%
8.02	Portable Dynamic Message Signs	CDAY	10.00		10.00	\$ 200.00	\$ 2,000.00	5.00	\$ 1,000.00	5.00	10.00	\$ 2,000.00	0.00	100.00%
8.03	Remove and Reinstall Type A Sign	EA	5.00		5.00	\$ 300.00	\$ 1,500.00	1.00	\$ 300.00		1.00	\$ 300.00	4.00	20.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding and Fertilizing, Type 4	AC	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -		0.00	\$ -	1.00	0.00%
9.02	Rp Rap, Erosion Stonr, Remove and Reinstall	TQN	50.00		50.00	\$ 93.50	\$ 4,675.00		\$ -	50.00	50.00	\$ 4,675.00	0.00	100.00%
9.03	Silt Fence Ditch Check	LF	50.00		50.00	\$ 10.00	\$ 500.00		\$ -		0.00	\$ -	50.00	0.00%
9.04	Silt Fence Ditch Check, Removal	LF	50.00		50.00	\$ 5.00	\$ 250.00		\$ -		0.00	\$ -	50.00	0.00%
9.05	Erosion Control Mulching, Hydromulching, BFM	AC	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -		0.00	\$ -	1.00	0.00%
9.06	Inlet Protection Device, Rock	EA	13.00		13.00	\$ 850.00	\$ 11,050.00		\$ -		0.00	\$ -	13.00	0.00%
9.07	Inlet Protection Device, Drop In & Removal	EA	28.00		28.00	\$ 125.00	\$ 3,500.00		\$ -		0.00	\$ -	28.00	0.00%
9.08	Inlet Protection Device, Maintenance	EA	56.00		56.00	\$ 25.00	\$ 1,400.00		\$ -		0.00	\$ -	56.00	0.00%
9.09	Removal of Fence, Wood Privacy Fence	LF	100.00		100.00	\$ 20.00	\$ 2,000.00		\$ -	100.00	100.00	\$ 2,000.00	0.00	100.00%
9.10	Temporary Fence, Orange Mesh, Safety Fence	LS	1.00		1.00	\$ 8,500.00	\$ 8,500.00	0.20	\$ 1,700.00	0.10	0.30	\$ 2,550.00	0.70	30.00%
DEMOLITION														
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 125,000.00	\$ 125,000.00	0.10	\$ 12,500.00	0.10	0.20	\$ 25,000.00	0.80	20.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$ 5,050.00	\$ 5,050.00	0.10	\$ 505.00		0.10	\$ 505.00	0.90	10.00%
11.03	Maintenance of Solid Waste Collection	LS	1.00		1.00	\$ 5,050.00	\$ 5,050.00	0.10	\$ 505.00		0.10	\$ 505.00	0.90	10.00%
11.04	Temporary Pedestrian Ramp	EA	5.00		5.00	\$ 505.00	\$ 2,525.00	1.00	\$ 505.00		1.00	\$ 505.00	4.00	20.00%
11.05	Temporary Granular Sidewalk	SY	568.00		568.00	\$ 30.00	\$ 17,040.00	79.00	\$ 2,370.00		79.00	\$ 2,370.00	489.00	13.91%
11.06	Concrete Washout	LS	1.00		1.00	\$ 2,020.00	\$ 2,020.00		\$ -		0.00	\$ -	1.00	0.00%
11.07	Pre & Post Foundation Inspection	LS	1.00		1.00	\$ 2,505.00	\$ 2,505.00		\$ -	0.50	0.50	\$ 1,252.50	0.50	50.00%
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 = \$2,027,500.00 PAY PERIOD = \$136,837.00

COMPLETED = \$290,299.50

14.32%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 15, 2023	\$ 145,789.37
2		
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 145,789.37

Record of Change Orders:

No.	Date	Amount
1		
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15		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

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

Substantial Completion:

Contract Working Days:	140.0
Added by Change Order:	
Total Working Days:	140.0
Working Days Used to Date:	32.5
Working Days Remaining:	107.5

Full Completion:

Contract Working Days:	10.0
Added by Change Order:	
Total Working Days:	10.0
Working Days Used to Date:	
Working Days Remaining:	10.0



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$40,000 to Romtech Companies for construction services on the restroom facility at the Midway Park.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

City of
Ankeny
Bringing it all together

Project Title:	MIDWAY PARK RESTROOM CONSTRUCTION		
Contractor:	ROMTEC COMPANIES		
Address:	18240 N. BANK RD, ROSEBURG, OR, 97470		
Finance Budget Code:	897.2897.4408	Finance Project #:	897.2897
Vendor Project #:	NA	Purchase Order #:	NA
Original Contract Date:	May 18, 2023	Vendor Account #:	6802

Date of Council Meeting: June 19, 2023 Payment Application #: 1

Payment Period: From: May 18, 2023 Through: May 26, 2023

Contract Summary:

Original Contract Amount:	\$	279,370.78	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)			\$ 279,370.78
 Total Completed and Stored to Date:	\$	40,000.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:			\$ 40,000.00
Less Previous Applications for Payment:			\$ -
SUBTOTAL:			\$ 40,000.00

OTHER CHARGES:	\$	-
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CURRENT PAYMENT DUE:

Balance to Finish, Including Retainage:	\$	239,370.78
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Contract Time Remaining: - Working Days

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

Construction Contractor Approval: ROMTEC COMPANIES

Firm Name _____
Signature David Smith Date 5/31/23

Engineer / Consultant Approval: _____

Firm Name

Signature Date

City of Ankeny Staff Approval: /

Signature [Signature] Date 8/9/23

Submit to: NICK LENOX
E-mail: NLENOX@ANKENYIOWA.GOV Phone Number: 515-963-3576

Date Printed: 5/26/2023



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$60,000 to Romtech Companies for construction services on the restroom facility at the Rally Complex.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: RALLY COMP IE XRESTROOM CONST RUCTION
Contractor: ROMTEC COMPANIES
Address: 18240 N. BANK RD, ROSEBURG, OR, 97470
Finance Budget Code: 897.2897.4408 Finance Project #: 897.2897
Vendor Project #: NA Purchase Order #: NA
Original Contract Date: May 18, 2023 Vendor Account #: 6802

Date of Council Meeting: June 19, 2023 Payment Application #: 1
Payment Period: From: May 18, 2023 Through: May 26, 2023

Contract Summary:

Original Contract Amount: \$ 327,315.56
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 + 2) \$ 327,315.56

Total Completed and Stored to Date: \$ 60,000.00
Retainage: 0 % of Completed Work: \$ -
Total Earned Less Retainage: \$ 60,000.00
Less Previous Applications for Payment: \$ -
SUBTOTAL: \$ 60,000.00

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE:

Balance to Finish, Including Retainage: \$ 267,315.56

Contract Time Remaining: - Working Days

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

Construction Contractor Approval: ROMTEC COMPANIES

David Smith Firm Name
Signature Date 5/31/23

Engineer / Consultant Approval:

Signature Date

City of Ankeny Staff Approval:

[Signature] Date 6/9/23

Submit to: NICK LENOX
E-mail: NLENOX@ANKENYIOWA.GOV Phone Number: 515-963-3576



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$159,011.47 to TK Concrete, Inc., for construction services on the 2023 PCC Street Patching Program 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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2023 PCC Street Patching Program
Contractor: TK Concrete, Inc.
Address: 1608 Fifield Road Pella, Iowa 50219
Finance Budget Code: 963.3963.4451 Finance Project #: 963.4451
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: February 20, 2023 Vendor Account #: 4907

Date of Council Meeting: June 19, 2023 Payment Application #: 2
Payment Period: From: April 30, 2023 Through: June 3, 2023

Contract Summary:

Original Contract Amount:	\$	840,250.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	840,250.00	
Total Completed and Stored to Date:	\$	351,115.50	
Retainage: <u>5</u> % of Completed Work:	\$	17,555.78	
Total Earned Less Retainage:	\$	333,559.72	
Less Previous Applications for Payment:	\$	174,548.25	
SUBTOTAL:	\$	159,011.47	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	159,011.47	
Balance to Finish, Including Retainage:	\$	506,690.28	

Contract Time Remaining: 71.50 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: TK Concrete, Inc.
Firm Name
Signature: [Signature] Date: 6-7-23

Engineer / Consultant Approval:
Firm Name
Signature: _____ Date: _____

City of Ankeny Staff Approval:
Signature: Adam Lust Date: 06/07/23

Submit to: Adam L. Lust, P.E. - Public Works Engineering Manager
E-mail: Alust@AnkenyIowa.gov Phone Number: (515) 963-3537

Date Printed: 6/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Manhole Adjustment, Sanitary, Minor, Reuse Casting	EA	1.00		1.00	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	1.00	1.00	\$ 2,000.00	0.00	100.00%
6.02	Manhole Adjustment, Storm, Minor, SELFLEVEL Casting	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	1.00	1.00	\$ 2,500.00	0.00	100.00%
6.03	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	1.00	1.00	\$ 2,500.00	0.00	100.00%
6.04	Intake Adjustment, Minor, Single Grate	EA	8.00		8.00	\$ 2,250.00	\$ 18,000.00	0.00	\$ -	0.50	0.50	\$ 1,125.00	7.50	6.25%
6.05	Intake Adjustment, Major, Single Grate (Partial Rebuild)	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	1.00	1.00	\$ 5,000.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	1,341.00		1,341.00	\$ 76.00	\$ 101,916.00	0.00	\$ -	0.00	0.00	\$ -	1,341.00	0.00%
7.02	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,129.00		2,129.00	\$ 90.00	\$ 191,610.00	0.00	\$ -	0.00	0.00	\$ -	2,129.00	0.00%
7.03	Removal of Sidewalk	SY	160.00		160.00	\$ 15.00	\$ 2,400.00	0.00	\$ -	0.00	0.00	\$ -	160.00	0.00%
7.04	Sidewalk, PCC, Class C, 4" Thick	SY	105.00		105.00	\$ 70.00	\$ 7,350.00	0.00	\$ -	0.00	0.00	\$ -	105.00	0.00%
7.05	Sidewalk, PCC, Class C, 6" Thick	SY	96.00		96.00	\$ 87.50	\$ 8,400.00	0.00	\$ -	0.00	0.00	\$ -	96.00	0.00%
7.06	Detachable Warnings, Galvanized Steel	SF	112.00		112.00	\$ 55.00	\$ 6,160.00	0.00	\$ -	0.00	0.00	\$ -	112.00	0.00%
7.07	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	2,168.00		2,168.00	\$ 115.00	\$ 249,320.00	793.00	\$ 91,195.00	1,114.00	1,907.00	\$ 219,305.00	261.00	87.96%
7.08	Subbase Over-excavation, 6" Depth	SY	500.00		500.00	\$ 20.00	\$ 10,000.00	0.00	\$ -	0.00	0.00	\$ -	500.00	0.00%
7.09	Pavement Removal, PCC	SY	3,470.00		3,470.00	\$ 15.00	\$ 52,050.00	0.00	\$ -	0.00	0.00	\$ -	3,470.00	0.00%
TRAFFIC CONTROL														
8.01	Painted Pavement Markings, Waterborne	STA	10.30		10.30	\$ 750.00	\$ 7,725.00	0.00	\$ -	0.00	0.00	\$ -	10.30	0.00%
8.02	Painted Pavement Markings, Durable	STA	3.80		3.80	\$ 1,200.00	\$ 4,560.00	3.90	\$ 4,680.00	3.90	3.90	\$ 4,680.00	(0.10)	102.63%
8.03	Wet, Retroreflective Removable Tape Markings	STA	1.60		1.60	\$ 375.00	\$ 600.00	3.40	\$ 1,275.00	3.40	3.40	\$ 1,275.00	(1.80)	212.50%
8.04	Grooves Cut for Pavement Markings	STA	3.80		3.80	\$ 1,225.00	\$ 4,655.00	3.90	\$ 4,777.50	0.25	3.90	\$ 4,777.50	(0.10)	102.63%
8.05	Temporary Traffic Control	LS	1.00		1.00	\$ 45,000.00	\$ 45,000.00	0.25	\$ 11,250.00	0.25	0.50	\$ 22,500.00	0.50	50.00%
8.06	Portable Dynamic Message Sign (PDMS)	QDAY	20.00		20.00	\$ 250.00	\$ 5,000.00	10.00	\$ 2,500.00	5.00	15.00	\$ 3,750.00	5.00	75.00%
8.07	Temporary Lane Separator System (TLSS)	LF	1,384.00		1,384.00	\$ 18.50	\$ 25,604.00	1,038.00	\$ 19,203.00	0.00	1,038.00	\$ 19,203.00	346.00	75.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.20		0.20	\$ 7,000.00	\$ 1,400.00	0.00	\$ -	0.00	0.00	\$ -	0.20	0.00%
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.20		0.20	\$ 50,000.00	\$ 10,000.00	0.00	\$ -	0.00	0.00	\$ -	0.20	0.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 60,000.00	\$ 60,000.00	0.50	\$ 30,000.00	0.50	1.00	\$ 60,000.00	0.00	100.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	0.25	\$ 625.00	0.25	0.25	\$ 625.00	0.75	25.00%
11.03	Maintenance of Solid Waste Collection	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	0.25	\$ 625.00	0.25	0.25	\$ 625.00	0.75	25.00%
11.04	Temporary Pedestrian Ramp	EA	2.00		2.00	\$ 3,250.00	\$ 6,500.00	0.00	\$ -	0.00	0.00	\$ -	2.00	0.00%
11.05	Concrete Washout	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	0.25	\$ 1,250.00	0.25	0.25	\$ 1,250.00	0.75	25.00%
CHANGE ORDER ITEMS														
12.01					0.00	\$ -	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
12.02					0.00	\$ -	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
12.03					0.00	\$ -	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
12.04					0.00	\$ -	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
12.05					0.00	\$ -	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 840,250.00 PAY PERIOD = \$ 167,380.50

COMPLETED = \$ 351,115.50

41.79%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 15, 2023	\$ 174,548.25
2		
3		
4		
5		
6		
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13		
14		
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29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment:

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
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47		
48		
49		
50		
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68		
69		
70		

Record of Change Orders:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	March 27, 2023

Substantial Completion:

Contract Working Days:	110.0
Added by Change Order:	
Total Working Days:	110.0
Working Days Used to Date:	38.5
Working Days Remaining:	71.5

Full Completion:

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

PREVIOUS PAY APPS TOTAL = \$ 174,548.25



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the June 19, 2023 Accounts Payable.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 AP Recap
 AP Check Report

CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
JUNE 19, 2023

Fund		PAYMENTS
100	General Fund	\$ 488,427.08
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	1,900.00
240	Parks Improvements	-
250	Police Gift Fund	48.00
260	Road Use Tax Fund	86,944.76
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	966.00
300	Debt Service Fund	-
430	Library Foundation Fund	150.00
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	16,700.88
510	Water Fund	754,303.60
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	3,986,564.24
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	44,347.80
590	Golf Course Fund	46,239.16
600-699	Enterprise Project Funds	791,246.88
710	Revolving Fund	2,113.40
720	Risk Management Fund	123,548.58
730	Health Insurance Fund	-
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	45,376.20
895-998	Capital Projects Funds	2,463,288.76
Sub Total		\$ 8,852,165.34
Payroll Totals		1,442,917.57
Service Transfers/ACH Drafts		(198,356.09)
Agenda Payments Approved Separately		(2,879,738.21)
Grand Total		<u>\$ 7,216,988.61</u>

Honorable Mayor & City Council:

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

David A. Jones
 City Manager

6/15/23
 Date

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE: 6/08/2023 THRU 6/21/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005334	ENVIRONMENTAL SYSTEMS RESEARCH							
M-CHECK	ENVIRONMENTAL SYSTEMS REUNPOST	V	6/15/2023			242697		21,791.00CR
C-CHECK	VOID CHECK	V	6/19/2023			243098		
C-CHECK	VOID CHECK	V	6/19/2023			243163		
C-CHECK	VOID CHECK	V	6/19/2023			243188		
C-CHECK	VOID CHECK	V	6/19/2023			243189		

* * 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:	5 VOID DEBITS	0.00		
	VOID CREDITS	21,791.00CR	21,791.00CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			5	21,791.00CR	0.00	0.00
BANK:		TOTALS:	5	21,791.00CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 6/08/2023 THRU 6/21/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008711	BRIAN A STEINFELDT							
I-230513	5/13-5/19/23 SOUTH ZONE MOW	R	6/19/2023	3,329.10		243060		
I-230514	5/12/5/19/23 NORTH ZONE MOW	R	6/19/2023	4,772.58		243060		
I-230515	5/12-5/19/23 HIGH PROFILE MOW	R	6/19/2023	3,463.39		243060		
I-230516	5/20-5/26/23 SOUTH ZONE	R	6/19/2023	3,664.98		243060		
I-230517	5/20-5/26/23 NORTH ZONE MOW	R	6/19/2023	4,622.73		243060		
I-230518	5/20-5/26/23 HIGH PROFILE MOW	R	6/19/2023	3,524.30		243060		
I-230519	5/27-6/2/23 SOUTH ZONE MOW	R	6/19/2023	4,095.90		243060		
I-230520	5/27-6/2/23 NORTH ZONE MOW	R	6/19/2023	4,476.40		243060		
I-230521	5/27-6/2/23 HIGH PROFILE MOW	R	6/19/2023	3,463.39		243060		
I-230622	06/03-06/09/23 SOUTH ZONE MOW	R	6/19/2023	4,654.26		243060		
I-230623	6/3-6/9/23 NORTH ZONE	R	6/19/2023	5,306.72		243060		
I-230624	6/3-6/9/23 HIGH PROFILE MOW	R	6/19/2023	3,524.30		243060		48,898.05
	*** VENDOR TOTALS ***					1 CHECKS		48,898.05
001844	A TECH INC-TCI							
I-586648	TEST/TAG FIRE SYSTEM - PW	E	6/21/2023	159.00		007318		
I-586841	SERVICE CALL - OC PRO	E	6/21/2023	339.20		007318		498.20
	*** VENDOR TOTALS ***					1 CHECKS		498.20
008725	A-PLUS LAWN & LANDSCAPE-ANKENY							
I-1352778	BASIN DIFFUSER PUMP REPLCMNT	R	6/19/2023	862.00		243061		
I-1357073	BASIN DIFFUSER REPAIRS	R	6/19/2023	461.00		243061		
I-1399086	JUNE ALGAE TREATMENT	R	6/19/2023	3,890.30		243061		5,213.30
	*** VENDOR TOTALS ***					1 CHECKS		5,213.30
004997	ABSOLUTE CONCRETE							
I-3502	2023 SW WESTVIEW STORM	R	6/19/2023	28,526.25		243062		
I-PAY 11-NE36TH RECN	PAY11-NE 36TH ST RECON/I35/4MD	R	6/19/2023	517,582.80		243062		
I-PAY 11-SE 3RD UTLT	PAY 11-SE 3RD ST UTLTY IMP-PH1	R	6/19/2023	191,825.52		243062		
I-PAY 12-NW36THWDNG	PAY 12-NW36THST WDNG/ASH/ANKBV	R	6/19/2023	170,817.65		243062		908,752.22
	*** VENDOR TOTALS ***					1 CHECKS		908,752.22
003881	ACADEMY ROOFING & SHEET							
I-26739	ROOF REPAIRS - KL	R	6/19/2023	429.87		243063		429.87
	*** VENDOR TOTALS ***					1 CHECKS		429.87
008578	ACCESS TECHNOLOGIES INC							
I-INV1382218	4/30/23-5/30/23 STATEMENT	R	6/19/2023	1,886.07		243064		1,886.07
	*** VENDOR TOTALS ***					1 CHECKS		1,886.07
000003	ACCO UNLIMITED CORP							
I-0232184-IN	POOL CHEMICALS - PRAC	R	6/19/2023	1,261.20		243065		
I-0232366-IN	FLOOR DRAIN COVER - AC	R	6/19/2023	72.80		243065		
I-0232374-IN A	POOL CHEMICALS - CFAC	R	6/19/2023	631.00		243065		
I-0232374-IN B	POOL CHEMICALS - CFAC	R	6/19/2023	1,983.40		243065		
I-0232375-IN	POOL CHEMICALS -PRAC	R	6/19/2023	677.60		243065		
I-0232432-IN	TILE ADHESIVE - PRAC	R	6/19/2023	866.40		243065		

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 6/08/2023 THRU 6/21/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-0232722-IN	DEPTH TILES -PRAC	R	6/19/2023	606.49		243065		
I-0232731-IN	ZERO ENTRY GRATES -PRAC	R	6/19/2023	437.03		243065		6,535.92
	*** VENDOR TOTALS ***					1 CHECKS		6,535.92
000164	G & S HARDWARE INC							
I-205940/2	PROPANE EXCHANGE - STREETS	R	6/19/2023	48.99		243066		
I-208938/2	TAPE/TAPE MEASURE - DEV ENG	R	6/19/2023	44.97		243066		
I-208955/2	PAINT SUPPLIES-IRVNDLE TUNNEL	R	6/19/2023	7.99		243066		
I-208957/2	SPADE/BRASS KEY - MU	R	6/19/2023	92.43		243066		
I-208958/2	TOOLS - PK MNT	R	6/19/2023	401.87		243066		596.25
	*** VENDOR TOTALS ***					1 CHECKS		596.25
011374	AIA CORPORATION							
I-MBA2955982	APPAREL - FD	R	6/19/2023	571.36		243067		
I-MBAA16972P A	UNIFORMS - FD	R	6/19/2023	8,113.50		243067		
I-MBAA16972P B	UNIFORMS - FD	R	6/19/2023	132.56		243067		8,817.42
	*** VENDOR TOTALS ***					1 CHECKS		8,817.42
000226	AIRGAS NORTH CENTRAL INC							
C-9702896537	CR: TAX REFUND-INV 9136226728	R	6/19/2023	6.38CR		243068		
I-9136226728	NITROGEN - MU	R	6/19/2023	174.63		243068		168.25
	*** VENDOR TOTALS ***					1 CHECKS		168.25
009981	ALL CITY MANAGEMENT SERVICES,							
I-85880 A	5/7/23-5/20/23 CROSSING GUARDS	E	6/21/2023	3,160.49		007373		
I-85880 B	5/7/23-5/20/23 CROSSING GUARDS	E	6/21/2023	3,089.71		007373		
I-86228	5/21-6/3/23 CROSSING GUARDS	E	6/21/2023	4,375.14		007373		10,625.34
	*** VENDOR TOTALS ***					1 CHECKS		10,625.34
009262	AMAZON CAPITAL SERVICES INC							
I-11WW-X49G-3P3R	KICKBALLS-P&R	E	6/21/2023	44.97		007368		
I-13F9-33Q3-MC9M	MULTIMEDIA - KL	E	6/21/2023	9.99		007368		
I-13G4-G7CH-1JJX	STERILE PADS/SUNSCREEN/MISC-KL	E	6/21/2023	400.06		007368		
I-13LL-H1RN-4VGL	WATER BOWLS - PD	E	6/21/2023	55.00		007368		
I-1417-YV7R-37FY	ARTIFICIAL FLOWERS - ACC	E	6/21/2023	45.98		007368		
I-14FR-1Q7N-CP4K	BOOT TRAY MATS - PW	E	6/21/2023	85.23		007368		
I-14MC-Y7GJ-HJLQ	LANDING NETS/CAPTURE PAD - PD	E	6/21/2023	457.22		007368		
I-163P-HPLG-9CRX	MAILBOX NUMBERS/LABELS - FD	E	6/21/2023	46.95		007368		
I-16D6-NTDW-61TR	FOOD MAT/BOWL/DOG TOY - PD	E	6/21/2023	127.95		007368		
I-16W1-174G-P3NP	MULTIMEDIA - KL	E	6/21/2023	21.13		007368		
I-19VH-XV94-34CT	WEIGHTED POP UP GOAL-P&R	E	6/21/2023	1,030.62		007368		
I-1CP9-KCK3-4J17	CLEAN OUT TOOL/RAKE -PRSC	E	6/21/2023	444.30		007368		
I-1KP3-DXWF-9G3M	TV - TRAFFIC ROOM	E	6/21/2023	479.99		007368		
I-1LY1-DRHH-7CM6	GAMES/CANDY - KL	E	6/21/2023	53.37		007368		
I-1MVC-3PKW-91QX	DECORATIONS -KL	E	6/21/2023	28.98		007368		
I-1PNF-HH3V-4M7J	BATTERIES/ORGANIZER - FD	E	6/21/2023	51.90		007368		
I-1RJK-91L1-1G4R	JUMBO GAME - P&R	E	6/21/2023	168.19		007368		
I-1VD6-LWDF-M9Y7	DIAMOND PAINT BOOKMARKS-KL	E	6/21/2023	56.56		007368		

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 6/08/2023 THRU 6/21/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-1VDJ-PMYW-9C7F	SIGN HOLDERS -KL	E	6/21/2023	47.98		007368		
I-1VPX-JP6C-R616	MULTIMEDIA - KL	E	6/21/2023	365.64		007368		
I-1WQR-W69Y-7Y71	FLASHLIGHTS/GEAR BAG - FD	E	6/21/2023	330.10		007368		4,352.11
	*** VENDOR TOTALS ***					1 CHECKS		4,352.11
003643	HOLM'S RADIATOR LLC							
I-S439910	UNIT #121 REPAIRS	R	6/19/2023	619.06		243069		619.06
	*** VENDOR TOTALS ***					1 CHECKS		619.06
007835	AMERICAN RED CROSS-TRAINING SV							
I-22595245	LFGRD/WTR SFTY INSTRCTR-AC	R	6/19/2023	2,137.00		243070		2,137.00
	*** VENDOR TOTALS ***					1 CHECKS		2,137.00
000893	AMERIGROUP							
I-AFD28937	REFUND - FD	R	6/19/2023	1,285.85		243071		1,285.85
	*** VENDOR TOTALS ***					1 CHECKS		1,285.85
000989	ANKENY AREA CHAMBER OF COMMERC							
I-57718	ALI REGISTRATION-B. COLLINS	R	6/19/2023	950.00		243072		
I-57729	ALI REGISTRATION-D SILVERTHORN	R	6/19/2023	950.00		243072		1,900.00
	*** VENDOR TOTALS ***					1 CHECKS		1,900.00
000043	ANKENY COMMUNITY SCHOOLS							
I-06062023	MAY 2023 FLYER	R	6/19/2023	145.00		243073		145.00
000043	ANKENY COMMUNITY SCHOOLS							
I-FY23 #12 JUNE GYM	JUNE 2023 GYM USE PMT	R	6/19/2023	5,700.00		243074		5,700.00
	*** VENDOR TOTALS ***					2 CHECKS		5,845.00
003319	MIDWEST SOLID WASTE							
I-1478234	CLEANUP DAYS	R	6/19/2023	16,700.88		243075		16,700.88
	*** VENDOR TOTALS ***					1 CHECKS		16,700.88
004201	TSJM TOWING SERVICE LLC							
I-23-45002	UNIT #97 TOW/HOOK FEE	R	6/19/2023	70.00		243076		
I-23-54014	UNIT #99 TOW/HOOK FEE	R	6/19/2023	73.00		243076		143.00
	*** VENDOR TOTALS ***					1 CHECKS		143.00
011757	HEZEKIAH APPLGATE							
I-06/05/2023 MEAL	6/5/23 MEAL REIMBURSEMENT	E	6/21/2023	8.11		007403		8.11
	*** VENDOR TOTALS ***					1 CHECKS		8.11
000057	ARNOLD MOTOR SUPPLY							
I-15NV152529	CLEAR RTV SILICONE -OCM	R	6/19/2023	36.99		243077		36.99
	*** VENDOR TOTALS ***					1 CHECKS		36.99

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 6/08/2023 THRU 6/21/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011807	ARTISAN CEILING SYSTEMS & ACOU							
I-11279	SOUND PANELS - KL	R	6/19/2023	17,700.00		243078		17,700.00
	*** VENDOR TOTALS ***					1 CHECKS		17,700.00
002625	PHILIP L ASCHEMAN PHD							
I-6/01/2023	PRE-EMP PSYCH EVALS - FD	R	6/19/2023	675.00		243079		675.00
	*** VENDOR TOTALS ***					1 CHECKS		675.00
008024	AUREON COMMUNICATIONS LLC							
I-06/2023	06/01/23-06/30/23 STATEMENT	E	6/21/2023	944.48		007358		944.48
	*** VENDOR TOTALS ***					1 CHECKS		944.48
011753	BAD BIRDIE LLC							
I-IN00138184	MERCH FOR RESALE - OC	E	6/21/2023	635.00		007386		635.00
	*** VENDOR TOTALS ***					1 CHECKS		635.00
008309	BERENS-TATE CONSULTING GROUP I							
I-818600-000E 5/2023	ARB REBATE CALCULATIONS	R	6/19/2023	13,500.00		243080		13,500.00
	*** VENDOR TOTALS ***					1 CHECKS		13,500.00
005868	MICHAEL BERNARD							
I-06/06/23 SHOES	06/2023 WORK SHOES	R	6/19/2023	140.00		243081		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
006349	HY-VEE INC-BDI							
I-55800	ALCOHOL FOR RESALE-OC	R	6/19/2023	1,859.80		243082		1,859.80
	*** VENDOR TOTALS ***					1 CHECKS		1,859.80
011743	BITTER SWEET NATION							
I-06/22/2023	FY23 BEATS & EATS 6/22	R	6/19/2023	1,000.00		243083		1,000.00
	*** VENDOR TOTALS ***					1 CHECKS		1,000.00
002072	JOSE R BLANCO JR							
I-06/2023 PCKLBL TRN	06/2023 PICKLEBALL TOURNAMENT	E	6/21/2023	331.50		007323		331.50
	*** VENDOR TOTALS ***					1 CHECKS		331.50
002874	BLANK PARK ZOO & FOUNDATION							
I-1136775	6/20/23 PROGRAM	R	6/19/2023	125.00		243084		
I-1136776	6/22/23 ZOO PROGRAM	R	6/19/2023	125.00		243084		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
007152	BLOOMING PRAIRIE NURSERY							
I-23018	NATIVE VEGETATION PLANTS	R	6/19/2023	1,958.00		243085		1,958.00
	*** VENDOR TOTALS ***					1 CHECKS		1,958.00

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007515	EFFLUENT INC							
I-I7615	04/2023 RENTALS	R	6/19/2023	743.00		243086		
I-I7630	05/2023 RENTAL - PRSC	R	6/19/2023	374.00		243086		
I-I7633	05/2023 RENTALS	R	6/19/2023	743.00		243086		1,860.00
	*** VENDOR TOTALS ***					1 CHECKS		1,860.00
001136	BOLTON & HAY INC							
I-010943	FOOD FOR RESALE-AC	R	6/19/2023	1,491.89		243087		1,491.89
	*** VENDOR TOTALS ***					1 CHECKS		1,491.89
008100	BOMGAARS SUPPLY INC							
I-65101998	SWIVEL GAS NOZZLE -OCM	R	6/19/2023	29.99		243088		29.99
	*** VENDOR TOTALS ***					1 CHECKS		29.99
009487	BOOT BARN INC							
I-INV00261818	BOOTS - A. MOSES	E	6/21/2023	140.00		007371		
I-INV00261819	BOOTS - V.KNOOT	E	6/21/2023	128.35		007371		
I-INV00261820	BOOTS - BEN SILVERS	E	6/21/2023	140.00		007371		
I-INV00261821	BOOTS - A. AKES	E	6/21/2023	107.99		007371		516.34
	*** VENDOR TOTALS ***					1 CHECKS		516.34
005174	BOUND TREE MEDICAL LLC							
I-84964575	EMS SUPPLIES - FD	R	6/19/2023	6.26		243089		
I-84966121	EMS SUPPLIES - FD	R	6/19/2023	35.62		243089		
I-84966122	EMS SUPPLIES - FD	R	6/19/2023	31.30		243089		
I-84966123	EMS SUPPLIES - FD	R	6/19/2023	1,010.20		243089		
I-84966124	EMS SUPPLIES - FD	R	6/19/2023	2,068.48		243089		
I-84967633	EMS SUPPLIES - FD	R	6/19/2023	318.41		243089		
I-84970326	EMS SUPPLIES - FD	R	6/19/2023	10.28		243089		
I-84971844	EMS SUPPLIES - FD	R	6/19/2023	633.60		243089		
I-84971845	EMS SUPPLIES - FD	R	6/19/2023	387.98		243089		
I-84971846	EMS SUPPLIES - FD	R	6/19/2023	776.58		243089		
I-84973976	EMS SUPPLIES - FD	R	6/19/2023	1,430.55		243089		6,709.26
	*** VENDOR TOTALS ***					1 CHECKS		6,709.26
000127	BRICK GENTRY PC							
I-399435	5/25/2023 STATEMENT 224.016	R	6/19/2023	45.00		243090		
I-399436	05/25/2023 STATEMENT 224.008	R	6/19/2023	1,065.00		243090		
I-399437	5/25/2023 STATEMENT 224.017	R	6/19/2023	120.00		243090		
I-399438	5/25/2023 STATEMENT 224.091	R	6/19/2023	150.00		243090		
I-399439	5/25/2023 STATEMENT 224.001	R	6/19/2023	1,890.00		243090		
I-399441	5/25/2023 STATEMENT 224.003	R	6/19/2023	195.00		243090		
I-399443	5/25/2023 STATEMENT 224.014	R	6/19/2023	240.00		243090		
I-400061	5/25/2023 STATEMENT - 4.005	R	6/19/2023	351.00		243090		4,056.00
	*** VENDOR TOTALS ***					1 CHECKS		4,056.00

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011705	DAKOTA SUPPLY GROUP							
I-S102730902.001	MH ADJ. RINGS - MU	R	6/19/2023	6,173.00		243091		
I-S102730902.002	ROUND RINGS - MU	R	6/19/2023	768.00		243091		6,941.00
	*** VENDOR TOTALS ***					1 CHECKS		6,941.00
005497	BRYAN ROCK PRODUCTS INC							
I-58723	AGLIME-PRSC	R	6/19/2023	1,889.59		243092		1,889.59
	*** VENDOR TOTALS ***					1 CHECKS		1,889.59
008738	BULB GUY LIGHTING							
I-19623	BULBS -PD	E	6/21/2023	243.34		007362		243.34
	*** VENDOR TOTALS ***					1 CHECKS		243.34
005643	CALIBER IOWA, LLC							
I-RES#2018-343 SDWK	SDWLK OVRSZ-EST PRAIRIE TRL P7	R	6/19/2023	861.00		243093		861.00
	*** VENDOR TOTALS ***					1 CHECKS		861.00
011669	CAMPBELL SUPPLY CO INC							
I-INV-00438151	TOOLS - FD	R	6/19/2023	4,908.84		243094		4,908.84
	*** VENDOR TOTALS ***					1 CHECKS		4,908.84
009469	COLTON CAMPBELL							
I-05/15/23-05/19/23	5/15-5/19/23 MEAL REIMBSMNTS	E	6/21/2023	46.10		007397		46.10
	*** VENDOR TOTALS ***					1 CHECKS		46.10
000385	CAPITAL CITY EQUIPMENT CO							
I-10440K	SKID LOADER RENTAL	E	6/21/2023	1,671.68		007312		
I-36534D	UNIT #214 OIL/FUEL FILTERS	E	6/21/2023	127.54		007312		
I-70897D A	SKID LOADER RENTAL	E	6/21/2023	860.00		007312		2,659.22
	*** VENDOR TOTALS ***					1 CHECKS		2,659.22
005401	CAPITAL SANITARY SUPPLY CO INC							
I-C368536	CLNR/NABC RTU - FD	E	6/21/2023	518.92		007342		518.92
	*** VENDOR TOTALS ***					1 CHECKS		518.92
000453	CARQUEST AUTO PARTS							
I-2330-791316	FUEL FOR GAS PUMP - OCM	R	6/19/2023	7.10		243095		7.10
	*** VENDOR TOTALS ***					1 CHECKS		7.10
005278	CDW GOVERNMENT							
I-JT35605 A	PROOFPOINT RENEWAL	E	6/21/2023	14,900.00		007341		
I-JT35605 B	PROOFPOINT RENEWAL	E	6/21/2023	90.00		007341		14,990.00
	*** VENDOR TOTALS ***					1 CHECKS		14,990.00

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004613	CENTRAL IOWA DISTRIBUTING							
I-239949	RESTROOM SUPPLIES-PRSC	E	6/21/2023	1,030.00		007336		
I-240285	JANITORIAL SUPPLIES - AC	E	6/21/2023	1,330.00		007336		2,360.00
	*** VENDOR TOTALS ***					1 CHECKS		2,360.00
011409	CENTRAL MCGOWAN INC							
I-0000243825	BEVERAGE FOR RESALE-OC	E	6/21/2023	30.00		007377		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
000426	CERTIFIED POWER INC							
I-40523869	SPARE PLOW MODULES - PW	R	6/19/2023	637.40		243096		637.40
	*** VENDOR TOTALS ***					1 CHECKS		637.40
008614	TONY CHRISTOPH							
I-06/06/23 MEAL	6/6/23 MEAL	E	6/21/2023	16.07		007361		16.07
	*** VENDOR TOTALS ***					1 CHECKS		16.07
011576	CINTAS CORPORATION							
C-9223041930	CR: UNIFORM RENTAL OCM	R	6/19/2023	21.11CR		243097		
C-9225032799	CR: MATS - WATER DEPT	R	6/19/2023	29.04CR		243097		
C-9225032806	CR: MATS - WATER DEPT	R	6/19/2023	29.04CR		243097		
C-9225033493	CR: UNIFORM RENTALS OCM	R	6/19/2023	60.48CR		243097		
C-9225033506	CR: UNIFORM RENTAL - OCM	R	6/19/2023	31.31CR		243097		
C-9225035366	CR: RENTALS -PK MNT	R	6/19/2023	6.30CR		243097		
C-9225035374	CREDIT RENTALS -PK MNT	R	6/19/2023	6.30CR		243097		
C-9225035861	CR: BANQUET SUPPLY RNTLS-OC	R	6/19/2023	12.58CR		243097		
C-9225035870	CR: BANQUET SUPPLY RNTLS-OC	R	6/19/2023	11.37CR		243097		
I-4154210970	MAT/UNIFORM RENTAL - OCM	R	6/19/2023	133.89		243097		
I-4154211074	BANQUET SUPPLY RENTALS-OC	R	6/19/2023	175.36		243097		
I-4154222049	5/02/23 SVCS - WATER	R	6/19/2023	206.75		243097		
I-4154222099	MAT RENTAL - ACC	R	6/19/2023	68.71		243097		
I-4154222276	MAT/UNIFORM RENTAL-PKS MNT	R	6/19/2023	121.85		243097		
I-4154430753	5/03/23 SVCS - WASTEWATER	R	6/19/2023	145.96		243097		
I-4154915096	MAT/UNIFORM RENTAL - OCM	R	6/19/2023	111.73		243097		
I-4154919732	5/09/23 SVCS - CH	R	6/19/2023	66.25		243097		
I-4154925453	5/09/23 SVCS - WATER	R	6/19/2023	206.75		243097		
I-4154925531	MAT RENTAL-LAKESIDE	R	6/19/2023	22.75		243097		
I-4154925652	MAT RENTAL -ACC	R	6/19/2023	68.71		243097		
I-4154925720	MAT/UNIFORM RENTAL -PKS MNT	R	6/19/2023	121.85		243097		
I-4155056261	BANQUET SUPPLY RENTALS-OC	R	6/19/2023	158.34		243097		
I-4155064787	5/10/23 SVCS - WASTEWATER	R	6/19/2023	145.96		243097		
I-4155612503	MAT/UNIFORM RENTAL -OCM	R	6/19/2023	91.67		243097		
I-4155622872	5/16/23 SVCS - WATER	R	6/19/2023	208.34		243097		
I-4155622963	MAT RENTAL -ACC	R	6/19/2023	68.71		243097		
I-4155754686	5/17/23 SVCS - OTTER CREEK	R	6/19/2023	137.05		243097		
I-4155762660	5/17/23 SVCS - WASTEWATER	R	6/19/2023	145.96		243097		
I-4156361374	MAT/UNIFORM RENTAL-OCM	R	6/19/2023	96.52		243097		
I-4156372095	5/23/23 SVCS - STREETS	R	6/19/2023	412.38		243097		

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I-4156372155	5/23/23 SVCS - WATER	R	6/19/2023	197.16		243097		
I-4156372280	MAT/UNIFORM RENTALS - PKS MNT	R	6/19/2023	115.15		243097		
I-4156372292	MAT RENTAL - ACC	R	6/19/2023	68.71		243097		
I-4156477543	5/24/23 SVCS - WASTEWATER	R	6/19/2023	137.75		243097		
I-415649975	BANQUET SUPPLY RENTAL -OC	R	6/19/2023	255.03		243097		
I-4156894444	MAT/UNIFORM RENTALS-OCM	R	6/19/2023	86.76		243097		
I-4157093254	5/31/23 SVCS - WATER	R	6/19/2023	197.16		243097		
I-4157093338	5/31/23 SVCS - STREETS	R	6/19/2023	412.38		243097		
I-4157093497	MAT RENTAL - ACC	R	6/19/2023	64.61		243097		
I-4157093501	MAT/UNIFORM RENTAL PK MNT	R	6/19/2023	115.15		243097		
I-4157096124	BANQUET SUPPLY RENTAL-OCC	R	6/19/2023	274.95		243097		
I-4157266277	6/01/23 SVCS - WASTEWATER	R	6/19/2023	137.75		243097		
I-4157701110	MAT / UNIFORM RENTAL - OCM	R	6/19/2023	106.02		243097		
I-4157703105	6/06/23 SVCS - CH	R	6/19/2023	66.25		243097		
I-4157703174	6/06/23 SVCS - PSB	R	6/19/2023	69.74		243097		
I-4157705984	6/06/23 SVCS - STREETS	R	6/19/2023	412.38		243097		
I-4157706050	MAT/MOP RENTAL LAKESIDE CENTER	R	6/19/2023	22.75		243097		
I-4157706105	MAT RENTAL -ACC	R	6/19/2023	64.61		243097		
I-4157706193	UNIFORM /MAT RENTAL -PK MNT	R	6/19/2023	115.15		243097		
I-4157871271	BANQUET SUPPLY RENTALS-OC	R	6/19/2023	235.95		243097		
I-4158463569	6/13/23 SVCS - STREETS	R	6/19/2023	412.38		243097		
I-4158463661	MAT RENTAL - ACC	R	6/19/2023	64.61		243097		6,340.36
	*** VENDOR TOTALS ***					1 CHECKS		6,340.36
002356	CITY OF WEST DES MOINES							
I-PW-2023-00065081	SALT AUGER - PW	R	6/19/2023	5,000.00		243099		5,000.00
	*** VENDOR TOTALS ***					1 CHECKS		5,000.00
002407	CIVIL DESIGN ADVANTAGE LLC							
I-41169 #4	PAY 4-NW36TH WGL HMA RSRFCNG	E	6/21/2023	5,755.33		007327		
I-41171 #1	PAY 1-OTTER CRK TRNK SWR PH4	E	6/21/2023	15,410.28		007327		
I-41466 #34	PAY 34-NW18TH ST EXT/WGL/SPRCE	E	6/21/2023	4,717.00		007327		25,882.61
	*** VENDOR TOTALS ***					1 CHECKS		25,882.61
007852	LEE COLE							
I-06/2023 MAGICCAMP	06/2023 MAGIC CAMP	R	6/19/2023	420.00		243100		420.00
	*** VENDOR TOTALS ***					1 CHECKS		420.00
011627	CONCRETE POLYFIX, INC							
I-2210-1809-0445	AMP CONCRETE JACK	E	6/21/2023	1,333.33		007384		1,333.33
	*** VENDOR TOTALS ***					1 CHECKS		1,333.33
002992	CONSTRUCTION MATERIALS TESTING							
I-46424	CYLINDER BREAKS - ENG	E	6/21/2023	66.00		007331		66.00
	*** VENDOR TOTALS ***					1 CHECKS		66.00

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002559	CONSUMERS ENERGY							
I-05/01/23-06/01/23	06/08/2023 STATEMENT-MAY SVC	E	6/21/2023	2,660.95		007328		2,660.95
	*** VENDOR TOTALS ***					1 CHECKS		2,660.95
009121	CONTRACTOR SOLUTIONS							
I-1-545708	GAS MONITORS - MU	R	6/19/2023	2,289.00		243101		2,289.00
	*** VENDOR TOTALS ***					1 CHECKS		2,289.00
011836	CONWAY DATA, INC.							
I-10123848	SITE SELECTION AD	E	6/21/2023	2,600.00		007389		2,600.00
	*** VENDOR TOTALS ***					1 CHECKS		2,600.00
007254	CUTTER & BUCK							
I-96850626	UNIFORMS - ACC	R	6/19/2023	69.33		243102		
I-96850627	UNIFORMS - ACC	R	6/19/2023	183.79		243102		253.12
	*** VENDOR TOTALS ***					1 CHECKS		253.12
000146	CENTURY HOMES CO							
I-66825IN	NO MOW CHEMICALS-OC	R	6/19/2023	1,163.00		243103		
I-67013IN	FUNGICIDE&INSECTICIDE-OCM	R	6/19/2023	3,438.52		243103		
I-67014IN	FIELD MARKING POWDER -PRSC	R	6/19/2023	952.00		243103		
I-67703IN	ACE LAPRYN FERT & DYE-OCM	R	6/19/2023	1,102.90		243103		6,656.42
	*** VENDOR TOTALS ***					1 CHECKS		6,656.42
009536	D R HORTON - IOWA LLC							
I-RES#2018-343 SDWK	SDWLK OVRSZ-EST PRAIRIE TRL P7	R	6/19/2023	420.00		243104		420.00
	*** VENDOR TOTALS ***					1 CHECKS		420.00
001003	ED DANIELS							
I-111070	FILTERS FS 1	E	6/21/2023	219.97		007317		
I-111078	FILTERS - PSB	E	6/21/2023	104.48		007317		
I-111079	FILTERS - FS2	E	6/21/2023	66.92		007317		391.37
	*** VENDOR TOTALS ***					1 CHECKS		391.37
003099	DELL MARKETING L P							
I-10674558184	BATTERY REPLACEMENT - IT	R	6/19/2023	86.00		243105		86.00
	*** VENDOR TOTALS ***					1 CHECKS		86.00
008545	DEMARANVILLE INSTALLATIONS INC							
I-023-298A	FIRE PROTECTION COVERS-KL	R	6/19/2023	69.54		243106		69.54
	*** VENDOR TOTALS ***					1 CHECKS		69.54
010180	AUSTIN DEMERS							
I-05/01/23-05/24/23	5/1-5/24/23 MILEAGE	E	6/21/2023	60.92		007399		
I-05/25/23-05/31/23	5/25-5/31/23 MILEAGE	E	6/21/2023	16.24		007399		
I-06/01/23-06/13/23	6/1-6/13/23 MILEAGE	E	6/21/2023	32.49		007399		109.65
	*** VENDOR TOTALS ***					1 CHECKS		109.65

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002731	TREASURER OF THE STATE OF IOWA							
I-339246	S12 RANGE RENTAL - PD	R	6/19/2023	75.00		243107		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
000160	DES MOINES WATER WORKS							
I-000131 5/30/23	5/30/2023 STATEMENT	R	6/19/2023	225.00		243108		
I-000186 5/30/23	5/30/23 STATEMENT	R	6/19/2023	1,200.00		243108		
I-005039 5/25/23	5/25/23 STATEMENT	R	6/19/2023	175,168.74		243108		
I-005040 5/25/23	5/25/23 STATEMENT	R	6/19/2023	125,104.24		243108		
I-084542 5/25/23	5/25/23 STATEMENT	R	6/19/2023	79.20		243108		
I-084793 5/25/23	5/25/23 STATEMENT	R	6/19/2023	116,426.48		243108		
I-099890 5/25/23	5/25/23 STATEMENT	R	6/19/2023	130,740.17		243108		
I-101656 5/25/23	5/25/23 STATEMENT	R	6/19/2023	115,492.70		243108		664,436.53
	*** VENDOR TOTALS ***					1 CHECKS		664,436.53
000161	DEWEY FORD INC							
I-605940 FOW	UNIT #115 TUBE/SEAL/HOSE	R	6/19/2023	223.82		243109		
I-606011 FOW	UNIT #79 ROTORS	R	6/19/2023	146.40		243109		370.22
	*** VENDOR TOTALS ***					1 CHECKS		370.22
008329	DEXTER PUMP SERVICES LLC							
I-5352INV	INSPECT PUMP STATIONS-PRSC	R	6/19/2023	577.50		243110		577.50
	*** VENDOR TOTALS ***					1 CHECKS		577.50
007438	E & B FIRE AND SAFETY INC							
I-40946	FIRE GEAR - FD	R	6/19/2023	23,100.00		243111		23,100.00
	*** VENDOR TOTALS ***					1 CHECKS		23,100.00
009477	DIXON ENGINEERING INC							
I-IA2023TSW-5000 #2	PAY 2-DELRWE GRND STRG RES	R	6/19/2023	1,375.00		243112		1,375.00
	*** VENDOR TOTALS ***					1 CHECKS		1,375.00
004568	DOLL DISTRIBUTING LLC							
I-1257615	ALCOHOL FOR RESALE-HAWKEYE	E	6/21/2023	461.00		007335		
I-1257626	ALCOHOL FOR RESALE-OC	E	6/21/2023	1,697.00		007335		
I-1262493	ALCOHOL FOR RESALE - HAWKEYE	E	6/21/2023	428.80		007335		
I-1262509	ALCOHOL FOR RESALE-OC	E	6/21/2023	2,671.45		007335		
I-1267819	ALCOHOL FOR RESALE- HAWKEYE	E	6/21/2023	138.30		007335		
I-1267857	ALCOHOL FOR RESALE-OC	E	6/21/2023	783.15		007335		6,179.70
	*** VENDOR TOTALS ***					1 CHECKS		6,179.70
002143	DOORS INC							
I-334502	REPAIRS - PRSC	E	6/21/2023	100.00		007324		
I-334976	DOOR REPAIR -KL	E	6/21/2023	800.00		007324		900.00
	*** VENDOR TOTALS ***					1 CHECKS		900.00

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003288	TOM DOZLER							
I-05/01/23-05/03/23	5/1-5/3/23 TRAVEL REIMBSMNT	R	6/19/2023	785.77		243113		785.77
	*** VENDOR TOTALS ***					1 CHECKS		785.77
006716	TELVENT DTN LLC							
I-6312987	07/01/23-09/30/23 COMMANDER	E	6/21/2023	1,500.00		007353		1,500.00
	*** VENDOR TOTALS ***					1 CHECKS		1,500.00
000759	JAY EASON							
I-4/23-5/23 MILEAGE	4/06/23-5/30/23 MILEAGE	E	6/21/2023	40.54		007316		40.54
	*** VENDOR TOTALS ***					1 CHECKS		40.54
006319	EDWARD DON AND COMPANY							
C-71198800	CR: FOOD FO RRESALE-OC	R	6/19/2023	33.95CR		243114		
I-30368245	FOOD FOR RESALE/SUPPLIES-OC	R	6/19/2023	601.43		243114		567.48
	*** VENDOR TOTALS ***					1 CHECKS		567.48
005340	ELDER CORPORATION							
I-PAY 3-NW18TH RCON	PAY 3-NW18TH RECON/ ASH/ANKBVD	R	6/19/2023	278,014.09		243115		278,014.09
005340	ELDER CORPORATION							
I-PAY3-DEL RECON	PAY 3-DELWRE RECON/5TH/4M CRK	R	6/19/2023	597,513.62		243116		597,513.62
	*** VENDOR TOTALS ***					2 CHECKS		875,527.71
008988	ELITE GLASS & METAL LLC							
I-SM-19569	DOOR REPAIRS - ACC	R	6/19/2023	205.00		243117		
I-SM-19923	PLEXI WINDOWS -PRSC	R	6/19/2023	200.00		243117		
I-SM17845A	WINDOW REPLACEMENT-PRSC	R	6/19/2023	1,880.00		243117		2,285.00
	*** VENDOR TOTALS ***					1 CHECKS		2,285.00
011454	ENCORE DANCE ACADEMY							
I-05/2023CHEER/TT/HH	05/23 CHEER/HIPHOP/TWIRLTMBLE	E	6/21/2023	1,544.80		007378		1,544.80
	*** VENDOR TOTALS ***					1 CHECKS		1,544.80
011841	JAMES ENTREKIN							
I-6/19/2023	INVISIBLE FENCE REPAIR RMBSMT	R	6/19/2023	149.80		243118		149.80
	*** VENDOR TOTALS ***					1 CHECKS		149.80
005334	ENVIRONMENTAL SYSTEMS RESEARCH							
I-94466113 REISSUE	FY23 ESRI SOFTWARE RENEWAL	R	6/19/2023	21,791.00		243119		21,791.00
	*** VENDOR TOTALS ***					1 CHECKS		21,791.00
005719	JAMIE ERIE							
I-05/25/2023	5/25/23 MEAL REIMBURSEMENT	E	6/21/2023	14.93		007392		
I-06/06/2023 MEAL	6/6/23 MEAL	E	6/21/2023	12.13		007392		
I-06/12/23 MEAL	06/12/23 MEAL	E	6/21/2023	19.24		007392		46.30
	*** VENDOR TOTALS ***					1 CHECKS		46.30

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001955	ESS BROTHERS & SONS INC							
I-DD2384	LID RISERS - MU	E	6/21/2023	3,628.32		007321		3,628.32
	*** VENDOR TOTALS ***					1 CHECKS		3,628.32
005478	EXCEL MECHANICAL COMPANY INC							
I-162906	#114 FRIDGE REPAIR	E	6/21/2023	841.00		007343		
I-163254	HOT WATER HEATER-PRSC	E	6/21/2023	1,982.00		007343		2,823.00
	*** VENDOR TOTALS ***					1 CHECKS		2,823.00
011713	FARNSWORTH GROUP INC							
I-242964 #2	PAY2-PSA ASPEN TRIDGE TRAIL	R	6/19/2023	2,400.00		243120		2,400.00
	*** VENDOR TOTALS ***					1 CHECKS		2,400.00
002285	FASTENAL COMPANY							
I-IADES429776	STREET SUPPLIES - PW	E	6/21/2023	71.38		007326		
I-IADES429890	WATER PARTS - MU	E	6/21/2023	65.53		007326		
I-IADES429891	STREET SUPPLIES - PW	E	6/21/2023	76.97		007326		213.88
	*** VENDOR TOTALS ***					1 CHECKS		213.88
000197	FEDERAL EXPRESS CORPORATION							
I-8-141-56767	5/18/23 SHIPPING- OC PRO	R	6/19/2023	17.92		243121		17.92
	*** VENDOR TOTALS ***					1 CHECKS		17.92
011600	FINE PROPERTIES LLC							
I-1010	CITY CAR WASHES - PD	E	6/21/2023	945.00		007383		945.00
	*** VENDOR TOTALS ***					1 CHECKS		945.00
011234	FIRE SERVICE TRAINING BUREAU							
I-232217	DOA CERT - Z FARRELL	R	6/19/2023	50.00		243122		
I-232229	DOA CERT - J. AVINA	R	6/19/2023	50.00		243122		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
007648	DAIOHS USA INC							
I-003141	COFFEE SERVICES - CH	E	6/21/2023	52.50		007357		52.50
	*** VENDOR TOTALS ***					1 CHECKS		52.50
002411	JOE FOGG							
I-05/01/23-05/03/23	5/1-5/3/23 TRAVEL REMBSMNT	R	6/19/2023	774.86		243123		774.86
	*** VENDOR TOTALS ***					1 CHECKS		774.86
011377	STRAND ASSOCIATES, INC.							
I-PAY1-36TH/38TH WTR PAY 1-NE 36TH/38TH WTR MN LOOP		R	6/19/2023	12,436.75		243124		12,436.75
	*** VENDOR TOTALS ***					1 CHECKS		12,436.75

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009329	JOSHUA FREEMAN							
I-05/05/23 MEAL	5/5/23 MEAL REIMBURSEMENT	E	6/21/2023	17.80		007396		17.80
	*** VENDOR TOTALS ***					1 CHECKS		17.80
003712	GALLS, LLC							
C-024460015	CR: UNIFORM PANTS - FD	R	6/19/2023	61.20CR		243125		
C-024546068	CR: BODY ARMOR - PD	R	6/19/2023	989.00CR		243125		
I-0024306573	BODY ARMOR - PD	R	6/19/2023	989.00		243125		
I-024323751	BALLISTIC HELMET - PD	R	6/19/2023	262.65		243125		
I-024387447	RIOT GEAR - PD	R	6/19/2023	448.74		243125		
I-024411964	UNIFORM PANTS - FD	R	6/19/2023	59.50		243125		
I-024421589	BALLISTIC VEST S. KINNEY	R	6/19/2023	1,221.59		243125		
I-024449321	UNIFORM POLOS - FD	R	6/19/2023	164.95		243125		
I-024449354	UNIFORM PANTS - FD	R	6/19/2023	122.40		243125		
I-024494847	BALLISTIC HELMET - PD	R	6/19/2023	262.65		243125		
I-024509075	GAS MASK - PD	R	6/19/2023	219.27		243125		
I-024554522	FACESHIELD RAIL HELMETS - PD	R	6/19/2023	314.50		243125		
I-024559060	FACE SHIELD - PD	R	6/19/2023	295.77		243125		
I-024570585	UNIFORM PANTS - FD	R	6/19/2023	163.19		243125		
I-024573188	NAMEPLATE - PD	R	6/19/2023	22.80		243125		3,496.81
	*** VENDOR TOTALS ***					1 CHECKS		3,496.81
010891	THE NEW GOLF CARS OF IOWA							
I-2023-25624	STARTER BELT - OC PRO	R	6/19/2023	25.94		243126		25.94
	*** VENDOR TOTALS ***					1 CHECKS		25.94
009054	GPS INDUSTRIES LLC							
I-CON012704	06/2023 VISAGE/CNCT CNTRL-OC	R	6/19/2023	2,189.00		243127		
I-CON011373	APRIL2023 CNCT CNTRL/VISAGE-OC	R	6/19/2023	2,189.00		243127		4,378.00
	*** VENDOR TOTALS ***					1 CHECKS		4,378.00
006152	ANNETTE GRAEVE							
I-05/21/23-05/24/23	5/21/23-5/24/23 TRAVEL RMBSMNT	E	6/21/2023	740.41		007393		740.41
	*** VENDOR TOTALS ***					1 CHECKS		740.41
000227	GRAINGER							
I-9720349308	POOL POWER WASHER-PRAC	E	6/21/2023	911.19		007308		
I-9720349316	WATER SUPPLIES - MU	E	6/21/2023	313.64		007308		
I-9724267886	FLUSHING SYSTEM - MU	E	6/21/2023	225.70		007308		
I-9731719499	LIGHT FIXTURE PART- FD	E	6/21/2023	32.72		007308		
I-9731719507	TYPE 2 SAFETY CAN-CFAC	E	6/21/2023	122.67		007308		
I-9733132261	WAGNER POND FILL FLOAT-PKS	E	6/21/2023	76.09		007308		1,682.01
	*** VENDOR TOTALS ***					1 CHECKS		1,682.01

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011835	GRANITE EXCAVATING LLC							
	I-PAY 1-ANK BVD TRNS PAY 1-S ANK BVD TRNSMSN MN	R	6/19/2023	521,305.50		243128		521,305.50
	*** VENDOR TOTALS ***					1 CHECKS		521,305.50
006348	GRAZIANO BROTHERS INC							
	I-235108 FOOD FOR RESALE - OC	E	6/21/2023	223.33		007351		223.33
	*** VENDOR TOTALS ***					1 CHECKS		223.33
002875	GREATER DES MOINES BOTANICAL C							
	I-FY24 PASS FY24 ADVENTURE PASS	R	6/19/2023	150.00		243129		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
010263	GREENLAND HOMES INC							
	I-RES#2021-283 SDWK2 SDWLK OVRSZ-GROVE LANDING P1	R	6/19/2023	2,929.50		243130		2,929.50
	*** VENDOR TOTALS ***					1 CHECKS		2,929.50
010743	GREENS APPLIANCE							
	I-56186854 DRYER REPAIRS - FD	R	6/19/2023	104.00		243131		104.00
	*** VENDOR TOTALS ***					1 CHECKS		104.00
000252	GRIMES ASPHALT AND PAVING CORP							
	I-24147 6/06/23 COLD MIX	R	6/19/2023	1,233.00		243132		
	I-PAY5-DELOWRE HMA PAY 5-DELOWRE AVE HMA WDNG	R	6/19/2023	71,575.30		243132		72,808.30
	*** VENDOR TOTALS ***					1 CHECKS		72,808.30
000691	OMG MIDWEST, INC							
	I-1766831 TOPDRESSING SAND-PRSC	E	6/21/2023	1,680.74		007315		1,680.74
	*** VENDOR TOTALS ***					1 CHECKS		1,680.74
005993	HANDLEY LAW FIRM							
	I-6/08/2023 MAY 2023 SERVICES - PD	E	6/21/2023	10,500.00		007349		10,500.00
	*** VENDOR TOTALS ***					1 CHECKS		10,500.00
007687	HAPPE HOMES LLP							
	I-RES#2018-163 SDWK SDWLK OVRSZ-TRESLT RDG EST P2	R	6/19/2023	546.00		243133		546.00
	*** VENDOR TOTALS ***					1 CHECKS		546.00
001978	HAWKINS INC							
	I-6480013 CHEMICALS - MU	R	6/19/2023	2,630.21		243134		
	I-6489330 CHEMICALS - MU	R	6/19/2023	2,342.70		243134		4,972.91
	*** VENDOR TOTALS ***					1 CHECKS		4,972.91
011843	MARK HEATH							
	I-05/2023 SFTY CLTHS 05/26/23 SAFETY CLOTHING	E	6/21/2023	140.12		007404		140.12
	*** VENDOR TOTALS ***					1 CHECKS		140.12

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008651	AUSTIN LEE HENRY							
I-03/2023 TUITION	05/2023 TUITION REIMBURSEMENT	E	6/21/2023	1,200.00		007395		1,200.00
	*** VENDOR TOTALS ***					1 CHECKS		1,200.00
010211	HONEYBEAR LLC							
I-6/5-6/8/23 WRKSHF	FY23 AR WORKSHOP 6/5	R	6/19/2023	1,260.00		243135		1,260.00
	*** VENDOR TOTALS ***					1 CHECKS		1,260.00
005531	HR GREEN INC							
I-163525 #19	PAY 19-NE36TH RECON/I35/4MDR	E	6/21/2023	25,003.95		007345		25,003.95
	*** VENDOR TOTALS ***					1 CHECKS		25,003.95
009027	HUMANA HEALTH CARE PLANS							
I-AFD30020	PATIENT REFUND - FD	R	6/19/2023	63.48		243136		63.48
	*** VENDOR TOTALS ***					1 CHECKS		63.48
000253	HY-VEE INC							
I-525778 58787525778	BREAK ROOM SUPPLIES - PW	R	6/19/2023	94.60		243137		94.60
	*** VENDOR TOTALS ***					1 CHECKS		94.60
010037	I & S GROUP, INC							
I-82420 #7	PAY 7-HIGH TRESTLE PARK PH1	R	6/19/2023	1,068.75		243138		1,068.75
	*** VENDOR TOTALS ***					1 CHECKS		1,068.75
011687	JOHN MCILHON							
I-29790	EMPLOYEE APPAREL ORDER	R	6/19/2023	3,672.00		243139		3,672.00
	*** VENDOR TOTALS ***					1 CHECKS		3,672.00
008906	IMAGE TREND INC							
I-143251	MYEMSCARE MONTHLY FEE - FD	E	6/21/2023	83.33		007364		83.33
	*** VENDOR TOTALS ***					1 CHECKS		83.33
008196	RAND WORLDWIDE SUBSIDIARY INC.							
I-IMINV1206218	AUTODESK TRAINING - ENG	R	6/19/2023	1,395.00		243140		
I-IMINV1206227	AUTODESK TRAINING - SW	R	6/19/2023	1,395.00		243140		
I-IMINV1206231	AUTODESK TRAINING - ENG	R	6/19/2023	1,485.00		243140		4,275.00
	*** VENDOR TOTALS ***					1 CHECKS		4,275.00
001407	IMSA							
I-388089	CERT RENEWAL-TRAFFIC	R	6/19/2023	70.00		243141		70.00
	*** VENDOR TOTALS ***					1 CHECKS		70.00
009186	PNC BANK C/O CORTZ INC							
I-WPR9043721-0001	TELEPOLE - AC	R	6/19/2023	346.45		243142		346.45
	*** VENDOR TOTALS ***					1 CHECKS		346.45

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000266	INTERSTATE BATTERY SYSTEM							
I-40214523	BATTERY - CG	E	6/21/2023	145.95		007309		
I-901017	UNIT #247 BATTERY	E	6/21/2023	230.95		007309		376.90
	*** VENDOR TOTALS ***					1 CHECKS		376.90
002623	INTERSTATE INDUSTRIAL INSTRUME							
I-III-0301325-01	GAS PART - MU	R	6/19/2023	611.38		243143		611.38
	*** VENDOR TOTALS ***					1 CHECKS		611.38
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4737123	ALCOHOL FOR RESALE- HAWKEYE	R	6/19/2023	504.50		243144		
I-W-4738230	ALCOHOL FOR RESALE	R	6/19/2023	1,954.75		243144		
I-W-4745847	ALCOHOL FOR RESALE -OC	R	6/19/2023	800.05		243144		3,259.30
	*** VENDOR TOTALS ***					1 CHECKS		3,259.30
000155	IOWA DEPARTMENT OF PUBLIC SAFE							
I-04/2023-06/2023	04/23-06/23 TERM/LINE CHG-PD	R	6/19/2023	3,363.00		243145		3,363.00
	*** VENDOR TOTALS ***					1 CHECKS		3,363.00
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0004817	PVC/TRASH BAGS - PW	R	6/19/2023	699.88		243146		
I-CI-0013127	AGREEMENT 2016-4-186D	R	6/19/2023	361,595.86		243146		
I-CI-0014738	THERMAL PAPER - PD	R	6/19/2023	466.56		243146		
I-CI-0015665	LAMP FLASHER - STREETS	R	6/19/2023	219.36		243146		362,981.66
	*** VENDOR TOTALS ***					1 CHECKS		362,981.66
007091	IOWA LAW ENFORCEMENT ACADEMY							
C-CR10008613	CR: INSTR ASSIST-N. DEPREZ	R	6/19/2023	200.00CR		243147		
C-CR10008686	CR: INSTR ASSIST-T MCGRAW	R	6/19/2023	100.00CR		243147		
I-323508	JAIL HLDG SCHOOL-MG, JL, KW	R	6/19/2023	375.00		243147		
I-323740	ZACH SAARI ILEA TUITION	R	6/19/2023	7,100.00		243147		
I-323888	FIREARMS CERT-JAMIE ERIE	R	6/19/2023	175.00		243147		7,350.00
	*** VENDOR TOTALS ***					1 CHECKS		7,350.00
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV86309	DEPOSIT-WC PREMIUM 23-24	R	6/19/2023	109,681.00		243148		
I-INV86838	FY22 411 MED DED MAY	R	6/19/2023	392.96		243148		
I-INV86839	FY23 411 MED DED MAY	R	6/19/2023	532.51		243148		
I-INV86840	FY20 MED DED MAY	R	6/19/2023	666.00		243148		111,272.47
	*** VENDOR TOTALS ***					1 CHECKS		111,272.47
011763	IOWA POND GUY, LLC							
I-3800	MAY POND APP	E	6/21/2023	1,436.00		007387		1,436.00
	*** VENDOR TOTALS ***					1 CHECKS		1,436.00

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000272	IOWA PRISON INDUSTRIES							
I-035742	FLOWER BED SIGNS -PKS	R	6/19/2023	132.90		243149		132.90
	*** VENDOR TOTALS ***					1 CHECKS		132.90
009002	IOWA PUMP WORKS, INC							
C-CM142	CR: REPAIR PUMP - PK MAINT	E	6/21/2023	1,097.30CR		007365		
I-INV021286	REPAIR PUMP - PK MAINT	E	6/21/2023	3,689.37		007365		2,592.07
	*** VENDOR TOTALS ***					1 CHECKS		2,592.07
006326	JOHNSON BROTHERS OF IOWA							
I-1856342	ALCOHOL FOR RESALE-OC	R	6/19/2023	433.20		243150		
I-1856343	ALCOHOL FOR RESALE-OC	R	6/19/2023	1,266.20		243150		
I-1856344	BEVERAGES FOR RESALE-OC	R	6/19/2023	161.56		243150		1,860.96
	*** VENDOR TOTALS ***					1 CHECKS		1,860.96
011579	BRANDT JOHNSON							
I-05/2023 MILEAGE	05/2023 MILEAGE	E	6/21/2023	16.18		007402		16.18
	*** VENDOR TOTALS ***					1 CHECKS		16.18
000065	RENEWABLE ENERGY GROUP INC							
I-572444	5/26/23UNLEADED87/DIESEL	E	6/21/2023	1,102.65		007307		1,102.65
	*** VENDOR TOTALS ***					1 CHECKS		1,102.65
004783	KELTEK INCORPORATED							
I-8395	UNIT #219 LIGHTS	E	6/21/2023	7,359.66		007337		
I-8396	UNIT #269 LIGHTS	E	6/21/2023	7,359.66		007337		
I-8432	UNIT #224 LIGHTS	E	6/21/2023	7,359.66		007337		22,078.98
	*** VENDOR TOTALS ***					1 CHECKS		22,078.98
011479	ADOLPH KIEFER & ASSOCIATES LLC							
I-INV001319976	RESCUE TUBES/HIP PACKS-AC	E	6/21/2023	447.24		007380		447.24
	*** VENDOR TOTALS ***					1 CHECKS		447.24
009201	KIESLER POLICE SUPPLY INC							
I-IN216224	SPEER 9MM G2 DUTY AMMO	E	6/21/2023	15,472.10		007367		
I-IN216268	SHOTGUN AMMUNITION	E	6/21/2023	920.00		007367		16,392.10
	*** VENDOR TOTALS ***					1 CHECKS		16,392.10
000581	MIDWEST MOTOR SUPPLY CO INC							
I-101096024	VANDAL MARK REMOVER - TRAFFIC	E	6/21/2023	135.06		007314		135.06
	*** VENDOR TOTALS ***					1 CHECKS		135.06
007369	AARON J KING							
I-03/27/2023	03/27/23 MEAL REIMBURSEMENT	R	6/19/2023	11.30		243151		
I-06/06/23 MEAL	6/6/23 MEAL REIMBURSEMENT	R	6/19/2023	15.68		243151		26.98
	*** VENDOR TOTALS ***					1 CHECKS		26.98

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008194	KLOCKE'S EMERGENCY VEHICLES LL							
I-026587	UNIT #113 PARTS	R	6/19/2023	73.54		243152		73.54
	*** VENDOR TOTALS ***					1 CHECKS		73.54
011834	KM PLUMBING HEATING COOLING LL							
I-05/08/2023	RELIEF VALVE REPAIRS -PRSC	E	6/21/2023	115.64		007388		115.64
	*** VENDOR TOTALS ***					1 CHECKS		115.64
011739	KRIS KARR							
I-06/29/2023	FY23 BEATS & EATS 6/29	R	6/19/2023	1,500.00		243153		1,500.00
	*** VENDOR TOTALS ***					1 CHECKS		1,500.00
005189	KULLY SUPPLY INC							
I-613620	AMP SOAP DISPENSER	E	6/21/2023	126.68		007340		
I-614023	URINAL PARTS -KL	E	6/21/2023	77.58		007340		204.26
	*** VENDOR TOTALS ***					1 CHECKS		204.26
001650	NATHAN R LAMPE							
I-05/25/2023	05/25/2023 MEAL REIMBSMNTS	R	6/19/2023	71.45		243154		71.45
	*** VENDOR TOTALS ***					1 CHECKS		71.45
011406	LATITUDE 41 LAWN AND LANDSCAPE							
I-8431	NUISANCE MOW SVCS - CD	E	6/21/2023	90.00		007401		
I-8500	NUISANCE MOWING SVCS	E	6/21/2023	90.00		007401		
I-8618	NUISANCE MOWING SERVICES	E	6/21/2023	90.00		007401		
I-8633	NUISANCE MOWING SVCS	E	6/21/2023	180.00		007401		450.00
	*** VENDOR TOTALS ***					1 CHECKS		450.00
011568	LEXISNEXIS RISK SOLUTIONS FL I							
I-6967963-20230531	AVCC SBSRT 5/1/23-5/31/23	E	6/21/2023	500.00		007382		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
000402	LINDE GAS & EQUIPMENT							
I-36319819	WELDING RENTALS -PKS	R	6/19/2023	41.50		243155		
I-36320681	OXYGEN - FD	R	6/19/2023	1,202.52		243155		1,244.02
	*** VENDOR TOTALS ***					1 CHECKS		1,244.02
004810	LOGAN CONTRACTORS SUPPLY							
I-B78682	MISC SUPPLIES - STREETS	E	6/21/2023	3,132.10		007338		3,132.10
	*** VENDOR TOTALS ***					1 CHECKS		3,132.10
009304	ELIZABETH LYONS							
I-SQUISHMALLOW CAMP	SQUISHMALLOW CAMP	R	6/19/2023	940.80		243156		940.80
	*** VENDOR TOTALS ***					1 CHECKS		940.80

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002207	MANATTS INC							
I-5098322	5/18/23 C4WR C20 CL3	E	6/21/2023	1,036.00		007325		
I-5099132	5/25/23 C-4WR-C20	E	6/21/2023	1,160.00		007325		
I-5099791	5/31/23 C4WR C20 CL3	E	6/21/2023	1,377.50		007325		
I-5099855	5/31/23 M-4 NO ASH	E	6/21/2023	990.00		007325		
I-5100028	6/01/23 M-4 NO ASH	E	6/21/2023	690.00		007325		
I-5100507	6/06/23 C-4WR-C20	E	6/21/2023	1,015.00		007325		
I-5100758	6/07/23 C-4WR-C20	E	6/21/2023	1,160.00		007325		7,428.50
	*** VENDOR TOTALS ***					1 CHECKS		7,428.50
008131	MARTIN BROTHERS DISTRIBUTING C							
I-1015419	FOOD FOR RESALE-PRAC	E	6/21/2023	2,044.80		007359		
I-1019507	FOOD FOR RESALE-CFAC	E	6/21/2023	2,852.22		007359		
I-1025229	FOOD FOR RESALE -PRAC	E	6/21/2023	1,851.99		007359		
I-1028036	FOOD FOR RESALE -CFAC	E	6/21/2023	676.12		007359		
I-1033155	FOOD FOR RESALE -CFAC	E	6/21/2023	2,637.33		007359		
I-1036551	FOOD FOR RESALE -PRAC	E	6/21/2023	626.46		007359		10,688.92
	*** VENDOR TOTALS ***					1 CHECKS		10,688.92
001799	MARTIN MARIETTA AGGREGATE							
I-38686874	1" CLEAN - SUMMERBROOK	R	6/19/2023	516.88		243157		
I-38974441	5/15/23 3" CLEAN	R	6/19/2023	1,054.50		243157		
I-39001532	5/17/23 3" CLEAN	R	6/19/2023	709.66		243157		
I-39001533	5/17/23 CLASS A/3" CLEAN	R	6/19/2023	1,328.96		243157		
I-39030005	5/19/23 CLASS A	R	6/19/2023	394.29		243157		
I-39093950	5/25/23 CLASS A	R	6/19/2023	292.43		243157		
I-39093951	5/25/23 CLASS A	R	6/19/2023	1,014.19		243157		5,310.91
	*** VENDOR TOTALS ***					1 CHECKS		5,310.91
009346	MARY'S CLEANING CARE INC							
I-32286	JANITORIAL SUPPLIES	R	6/19/2023	1,819.68		243158		
I-32440	MAY CLEANING - FS#1	R	6/19/2023	383.00		243158		
I-32442	MAY 2023 CLEANING SVCS - PSB	R	6/19/2023	1,190.00		243158		
I-32488	JANITORIAL SUPPLIES - CH	R	6/19/2023	583.00		243158		
I-32489	JANITORIAL SUPPLIES - FS#1	R	6/19/2023	278.03		243158		
I-32490	JANITORIAL SUPPLIES - STREETS	R	6/19/2023	203.00		243158		
I-32491	JANITORIAL SUPPLIES -KL	R	6/19/2023	961.00		243158		
I-32492	JANITORIAL SUPPLIES - PSB	R	6/19/2023	528.00		243158		
I-32493	JANITORIAL SUPPLIES -ACC	R	6/19/2023	854.00		243158		6,799.71
	*** VENDOR TOTALS ***					1 CHECKS		6,799.71
011635	MARTINA MATHISEN							
I-05/2023 PROGRAM	05/2023 MARVELOUS MOTHERS	R	6/19/2023	100.00		243159		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00

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002183	MCCLURE ENGINEERING CO							
I-2022000919-000 #10	PAY 10-SW STATE RECON-SB LANES	R	6/19/2023	4,132.50		243160		
I-211008-010 #14	PAY 14-NW18TH RECON/ASH/ANKB	R	6/19/2023	39,874.11		243160		44,006.61
	*** VENDOR TOTALS ***					1 CHECKS		44,006.61
001671	MCC IOWA LLC							
I-6/01/23-6/30/23	6/01/23-6/30/23 DEDICATE INT	R	6/19/2023	500.00		243161		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
001864	MEDIX OCCUPATIONAL HEALTH SERV							
I-26588	MAY 2023 SERVICES	E	6/21/2023	7,462.86		007319		7,462.86
	*** VENDOR TOTALS ***					1 CHECKS		7,462.86
004747	MENARDS							
I-82496	SNOWBRUSH - CD	R	6/19/2023	21.98		243162		
I-85304	DRILL BITS - TRFC	R	6/19/2023	121.98		243162		
I-85855	OSB/WSHR/LCKNT - PD	R	6/19/2023	58.12		243162		
I-85973	GRIT DRUM/ADHESIVE/BLTS-PD	R	6/19/2023	152.28		243162		
I-86202 05/15/23	FLAG POLE SNAP -PKS	R	6/19/2023	6.57		243162		
I-86231	GREEN TREATED -WAGNER	R	6/19/2023	16.26		243162		
I-86269	STICK/MOUSETRAP/KNIFE/ADPTR-AC	R	6/19/2023	39.43		243162		
I-86282	WAGNER POND SUPPLIES	R	6/19/2023	102.38		243162		
I-86377	TRI TAP CORD-WAGNER POND	R	6/19/2023	14.98		243162		
I-86394	SCREWS/HOLDER CLOSED-WAGNER	R	6/19/2023	6.16		243162		
I-86458	ROOF CEMENT/SCREW ANCHOR-PW	R	6/19/2023	73.28		243162		
I-86588	WATER SUPPLIES - MU	R	6/19/2023	229.47		243162		
I-86590 5/22/23	COFFEE/CUPS/CLAMP - MU	R	6/19/2023	56.72		243162		
I-86605	BATTERIES/CLMP/KTCHP-PRSC	R	6/19/2023	79.71		243162		
I-86606	BREAK ROOM SUPPLIES - PRSC	R	6/19/2023	3.23		243162		
I-86670	CONNECTORS/CLAMPS - PD	R	6/19/2023	7.56		243162		
I-86704	BRASS BUSH - KL	R	6/19/2023	3.65		243162		
I-86733	TOOLS - DEV ENG	R	6/19/2023	223.09		243162		
I-86754	COIL/HOOK/BOLT -PKS	R	6/19/2023	50.23		243162		
I-86763	WATER SUPPLIES - MU	R	6/19/2023	270.04		243162		
I-86765	TRASH CAN / CNTRL LID - AC	R	6/19/2023	72.87		243162		
I-86770	PRY BAR/PIPE/VALVE/ADPTR - MU	R	6/19/2023	53.31		243162		
I-86818 05/26/23	BRASS ADPT/TOILET/SUPPLY-OEC	R	6/19/2023	36.35		243162		
I-86831	TOILET SUPPLY/BLACK HD-OEC	R	6/19/2023	18.97		243162		
I-86989	FLAPPER/VALVE/SPONGE-OEC	R	6/19/2023	26.46		243162		
I-87017	MARKERS - FD	R	6/19/2023	24.86		243162		
I-87026	BLANK CVR/CNCTR/BOX/KEY-KL	R	6/19/2023	45.94		243162		
I-87074	FLOWER BED PLANTS	R	6/19/2023	60.47		243162		
I-87089 06/01/23	FLAPPER/TOILET/FOAM/VLV-OEC	R	6/19/2023	40.83		243162		
I-87096	NUTS/COMBOS/BOLTS/BAGS/PRSC	R	6/19/2023	241.52		243162		
I-87101	FURRING STRIP	R	6/19/2023	20.97		243162		
I-87104	QTIPS/TOWELS - PD	R	6/19/2023	13.66		243162		
I-87109	INSTANT WATERSTOP - STREETS	R	6/19/2023	122.88		243162		
I-87136	NAILS - STREETS	R	6/19/2023	3.58		243162		
I-87155	HOSE/PUMPS - PRSC	R	6/19/2023	122.92		243162		2,442.71
	*** VENDOR TOTALS ***					1 CHECKS		2,442.71

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008914	BRIAN MENKE							
I-05/09/2023 MEALS	5/3/23-5/5/23 MEALS	R	6/19/2023	28.59		243164		
I-06/07/2023	6/5/23 MEAL REIMBURSEMENT	R	6/19/2023	8.84		243164		37.43
	*** VENDOR TOTALS ***					1 CHECKS		37.43
004013	MICHAEL TODD & COMPANY INC							
I-210261	PLOW BLADES - STREETS	R	6/19/2023	12,098.28		243165		12,098.28
	*** VENDOR TOTALS ***					1 CHECKS		12,098.28
003479	MID IOWA PETROLEUM EQUIPMENT L							
I-5058	FUELING STATION TESTING	E	6/21/2023	1,009.60		007333		1,009.60
	*** VENDOR TOTALS ***					1 CHECKS		1,009.60
002765	MIDWEST BREATHING AIR LLC							
I-26810	QUARTERLY AIR TEST - FD	E	6/21/2023	618.61		007330		618.61
	*** VENDOR TOTALS ***					1 CHECKS		618.61
001019	KORY J MILLER							
I-06/06/2023 MEAL	06/06/23 MEAL REIMBURSEMENT	R	6/19/2023	11.33		243166		11.33
	*** VENDOR TOTALS ***					1 CHECKS		11.33
004137	MAHER PRODUCTS INC							
I-1396	REMOVE AND REINSTALL SIGN	R	6/19/2023	3,500.00		243167		3,500.00
	*** VENDOR TOTALS ***					1 CHECKS		3,500.00
1	ALAIMO, MATTHEW							
I-000202306159962	US REFUND	R	6/19/2023	100.00		242999		100.00
1	AUSTIN, CHRIS							
I-000202306150007	US REFUND	R	6/19/2023	38.26		243000		38.26
1	BARNES, MATTHEW							
I-000202306159968	US REFUND	R	6/19/2023	99.94		243001		99.94
1	BECHTEL, EMBER							
I-000202306159971	US REFUND	R	6/19/2023	45.34		243002		45.34
1	BELL, TANNER							
I-000202306159977	US REFUND	R	6/19/2023	62.43		243003		62.43
1	BERGLUND, CHAD							
I-000202306150003	US REFUND	R	6/19/2023	27.77		243004		27.77

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1	BLANCHARD, REBEKAH							
I-000202306159972	US REFUND	R	6/19/2023	47.67		243005		47.67
1	BORST, JENNIFER							
I-000202306150014	US REFUND	R	6/19/2023	92.06		243006		92.06
1	BOWER, BRIANNA							
I-000202306159969	US REFUND	R	6/19/2023	55.60		243007		55.60
1	BRAND, NICOLE							
I-000202306150006	US REFUND	R	6/19/2023	78.84		243008		78.84
1	BRANDT, MACKINZE							
I-000202306150013	US REFUND	R	6/19/2023	93.39		243009		93.39
1	CHATHAM, SHAYE							
I-000202306159995	US REFUND	R	6/19/2023	27.71		243010		27.71
1	CLARK, DALTON							
I-000202306159965	US REFUND	R	6/19/2023	91.48		243011		91.48
1	CLINE, RACHEL							
I-000202306159993	US REFUND	R	6/19/2023	100.00		243012		100.00
1	CLUVER, AARON							
I-000202306159970	US REFUND	R	6/19/2023	15.51		243013		15.51
1	COLOSIMO, JENNA							
I-000202306159991	US REFUND	R	6/19/2023	100.00		243014		100.00
1	DANIELSEN, MAIRYAH							
I-000202306159975	US REFUND	R	6/19/2023	65.07		243015		65.07
1	DAUGHTON, GARRETT							
I-000202306159992	US REFUND	R	6/19/2023	39.97		243016		39.97
1	DYAR, AARON							
I-000202306159966	US REFUND	R	6/19/2023	27.84		243017		27.84
1	ELROD, OLIVIA							
I-000202306159981	US REFUND	R	6/19/2023	36.83		243018		36.83
1	EMPEY, STEVE							
I-000202306150015	US REFUND	R	6/19/2023	53.86		243019		53.86

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1	FELGER, LUCAS							
I-000202306150004	US REFUND	R	6/19/2023	50.96		243020		50.96
1	FLOTTMAN, KYLE							
I-000202306150009	US REFUND	R	6/19/2023	60.49		243021		60.49
1	FOX, BRYCE							
I-000202306159997	US REFUND	R	6/19/2023	26.38		243022		26.38
1	GAREISS, PAUL							
I-000202306159987	US REFUND	R	6/19/2023	55.61		243023		55.61
1	GIFFORD, KONNOR & AL							
I-000202306159963	US REFUND	R	6/19/2023	46.97		243024		46.97
1	HAGER, DUSTIN							
I-000202306159983	US REFUND	R	6/19/2023	64.68		243025		64.68
1	HARBERTS, WITT							
I-000202306159996	US REFUND	R	6/19/2023	52.38		243026		52.38
1	HARMS, HALEY							
I-000202306159989	US REFUND	R	6/19/2023	97.35		243027		97.35
1	JCK&G NORWALK LLC							
I-000202306150012	US REFUND	R	6/19/2023	36.60		243028		36.60
1	JEWELL, GLEN							
I-000202306159984	US REFUND	R	6/19/2023	19.36		243029		19.36
1	LITTLE JUNGLE SAFARI							
I-000202306159998	US REFUND	R	6/19/2023	100.00		243030		100.00
1	LOFQUIST, LARS							
I-000202306159988	US REFUND	R	6/19/2023	51.77		243031		51.77
1	MAGUIRE, GRACIE							
I-000202306150016	US REFUND	R	6/19/2023	58.12		243032		58.12
1	MANNING, ABBY & RYAN							
I-000202306150021	US REFUND	R	6/19/2023	99.98		243033		99.98
1	MCCOY, DANIEL							
I-000202306159979	US REFUND	R	6/19/2023	50.88		243034		50.88

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			DATE			NO	STATUS	AMOUNT
1	MCNARY, PATRICK							
I-000202306159978	US REFUND	R	6/19/2023	74.19		243035		74.19
1	O'DONNELL, DARREN							
I-000202306159994	US REFUND	R	6/19/2023	100.00		243036		100.00
1	OLSON, EVAN							
I-000202306159974	US REFUND	R	6/19/2023	52.72		243037		52.72
1	PETERS, SARAH							
I-000202306159973	US REFUND	R	6/19/2023	59.44		243038		59.44
1	REED, ERIN							
I-000202306150018	US REFUND	R	6/19/2023	51.51		243039		51.51
1	ROSTOMILY, COHLE							
I-000202306150020	US REFUND	R	6/19/2023	39.23		243040		39.23
1	RUSE, JESSICA							
I-000202306150019	US REFUND	R	6/19/2023	36.97		243041		36.97
1	SCHAAF, VICTORIA							
I-000202306159986	US REFUND	R	6/19/2023	42.83		243042		42.83
1	SCHUSTER, AMBER							
I-000202306159967	US REFUND	R	6/19/2023	57.54		243043		57.54
1	SEALS, TAYLOR							
I-000202306150002	US REFUND	R	6/19/2023	12.92		243044		12.92
1	SELLERS, JORDAN							
I-000202306150001	US REFUND	R	6/19/2023	32.51		243045		32.51
1	SHEEHAN, SHELBY							
I-000202306159985	US REFUND	R	6/19/2023	59.69		243046		59.69
1	SPEICHER, RAE							
I-000202306150017	US REFUND	R	6/19/2023	47.90		243047		47.90
1	SPURGEON, LYDIA							
I-000202306150011	US REFUND	R	6/19/2023	59.44		243048		59.44
1	STEINECK, RICHARD							
I-000202306150010	US REFUND	R	6/19/2023	47.55		243049		47.55

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1	SWAIN, LAUREN K							
I-000202306159990	US REFUND	R	6/19/2023	92.06		243050		92.06
1	TOGNETTI, KATHRYN							
I-000202306159999	US REFUND	R	6/19/2023	18.45		243051		18.45
1	VAN WYK, ROD & PAULI							
I-000202306150022	US REFUND	R	6/19/2023	100.00		243052		100.00
1	WAGNER, MATRACEA							
I-000202306159980	US REFUND	R	6/19/2023	98.67		243053		98.67
1	WEATHERMAN, TRENT							
I-000202306150000	US REFUND	R	6/19/2023	60.45		243054		60.45
1	WESSELS, MICHAEL							
I-000202306150005	US REFUND	R	6/19/2023	59.74		243055		59.74
1	WIELARD, KATHERINE							
I-000202306159976	US REFUND	R	6/19/2023	95.50		243056		95.50
1	WILLIS, HAGAN							
I-000202306150008	US REFUND	R	6/19/2023	50.19		243057		50.19
1	YBEMA, CHRISTINA							
I-000202306159964	US REFUND	R	6/19/2023	54.96		243058		54.96
1	YOUNG, GABRIEL							
I-000202306159982	US REFUND	R	6/19/2023	19.46		243059		19.46
			*** VENDOR TOTALS ***			61 CHECKS		3,595.02
010051	MOBOTREX INC							
I-266227	SCHOOL ZONE SOLAR BEACONS	E	6/21/2023	22,458.00		007374		
I-266228	RRFB'S: HIGH TRESTLE TRAI	E	6/21/2023	880.00		007374		23,338.00
			*** VENDOR TOTALS ***			1 CHECKS		23,338.00
000391	MOST DEPENDABLE FOUNTAINS							
I-INV73499	DRINKING FOUNTAIN PARTS	R	6/19/2023	535.00		243168		535.00
			*** VENDOR TOTALS ***			1 CHECKS		535.00
006756	MTI DISTRIBUTING INC							
I-1384466-01	UNIT #827 WHEELS	R	6/19/2023	28.44		243169		
I-1385925-00	CABLE STAMP - OCM	R	6/19/2023	95.06		243169		
I-1387494-00	10" ROUND T-TOP LID - OCM	R	6/19/2023	159.80		243169		283.30
			*** VENDOR TOTALS ***			1 CHECKS		283.30

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002032	MUNICIPAL COLLECTIONS OF AMERI							
I-59964	05/23 COLLECTION FEES	R	6/19/2023	266.04		243170		
I-59965	05/23 COLLECTION FEES-OLD	R	6/19/2023	189.60		243170		
I-59966	05/23 COLLECTION FEES	R	6/19/2023	28.00		243170		
I-59967	05/23 COLLECTION FEES	R	6/19/2023	6.30		243170		
I-59968	05/23 COLLECTION FEES	R	6/19/2023	67.60		243170		557.54
	*** VENDOR TOTALS ***					1 CHECKS		557.54
006750	MUNICIPAL PIPE TOOL							
I-33699	CAMERA CABLE - MU	R	6/19/2023	7,278.38		243171		7,278.38
	*** VENDOR TOTALS ***					1 CHECKS		7,278.38
000350	MUNICIPAL SUPPLY INC							
I-0871873-IN	BALL VALVE - MU	R	6/19/2023	105.90		243172		105.90
	*** VENDOR TOTALS ***					1 CHECKS		105.90
003057	NAPA AUTO PARTS							
C-2986-713689	CR: UNIT #923 RADIATOR	R	6/19/2023	207.63CR		243173		
C-2986-714054	CR: UNIT #920 BRAKE ROTOR/PADS	R	6/19/2023	192.99CR		243173		
I-2986-713245	AIR FILTER - CG	R	6/19/2023	25.60		243173		
I-2986-713336	WINDSHIELD WASH - CG	R	6/19/2023	29.94		243173		
I-2986-713371	UNIT #79 PADS/ROTOR	R	6/19/2023	222.89		243173		
I-2986-713525	FUEL CAP - MU	R	6/19/2023	17.49		243173		
I-2986-713619	UNIT #98 PADS/ROTORS	R	6/19/2023	181.95		243173		
I-2986-713733	UNIT #56 CAB FILTER	R	6/19/2023	6.39		243173		
I-2986-713813	UNIT #88 BRAKE PAD/ROTOR	R	6/19/2023	169.93		243173		
I-2986-713815	UNIT #88 ROTORS	R	6/19/2023	89.72		243173		
I-2986-713834	OIL/AIR FILTER - CG	R	6/19/2023	30.91		243173		
I-2986-713883	AIR FILTER - CG	R	6/19/2023	78.72		243173		
I-2986-714070	SPRING BRAKE - PLOW TRUCKS	R	6/19/2023	282.98		243173		
I-2986-714074	UNIT #200 LAMP	R	6/19/2023	11.65		243173		
I-2986-714091	OIL FILTER/DRY OIL - CG	R	6/19/2023	104.56		243173		
I-2986-714110	GORILLA TAPE - MU	R	6/19/2023	21.49		243173		
I-2986-714111	UNIT #690 CLEAN-R-CARB	R	6/19/2023	6.99		243173		
I-2986-714159	UNIT #271 AIR FILTER	R	6/19/2023	13.87		243173		
I-2986-714207	UNIT #628 AIR/OIL FILTER	R	6/19/2023	17.17		243173		
I-2986-714251	UNIT #652 FUEL/OIL FILTER	R	6/19/2023	14.26		243173		
I-2986-714278	BRAKE CLEANER - CG	R	6/19/2023	93.36		243173		
I-2986-714296	UNIT #610 COMPONENT KIT	R	6/19/2023	67.04		243173		1,086.29
	*** VENDOR TOTALS ***					1 CHECKS		1,086.29
010339	NAVAL SURFACE WARFARE CENTER,							
I-N00164LE1195-23 RI NVG LEASE - PD		E	6/21/2023	2,400.00		007376		2,400.00
	*** VENDOR TOTALS ***					1 CHECKS		2,400.00

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005517	NORSOLV SYSTEMS ENVIRONMENTAL							
I-INVNP0190048	SERVICE DM - OCM	E	6/21/2023	255.95		007344		255.95
	*** VENDOR TOTALS ***					1 CHECKS		255.95
009284	JERRY'S TRANSMISSION SERVICE I							
I-0041064	HVAC FILTER - AMBULANCES	E	6/21/2023	185.37		007369		185.37
	*** VENDOR TOTALS ***					1 CHECKS		185.37
000367	O'HALLORAN INTERNATIONAL							
I-XA100002355:01	FENDER BRACKETS - CG	E	6/21/2023	282.69		007310		282.69
	*** VENDOR TOTALS ***					1 CHECKS		282.69
007222	OCLC ONLINE COMPUTER LIBRARY							
I-1000308491	06/01/23-06/30/23 WOULDSHARE	E	6/21/2023	47.71		007356		47.71
	*** VENDOR TOTALS ***					1 CHECKS		47.71
003727	ODP BUSINESS SOLUTIONS, LLC							
I-311285937001	TABS/PLATE/CUP/USB - PW	R	6/19/2023	48.24		243174		
I-312852309001	INDEX/BLACK TAPE-OC	R	6/19/2023	134.32		243174		
I-314294338001	BOOK TAPE - KL	R	6/19/2023	53.90		243174		
I-314294694001	WIPES/KLEENEX/POSTITS-KL	R	6/19/2023	310.50		243174		
I-314714099001	OFFICE SUPPLIES - FD	R	6/19/2023	317.89		243174		864.85
	*** VENDOR TOTALS ***					1 CHECKS		864.85
009363	ON-TRACK CONSTRUCTION LLC							
I-23-46810 A	DIAMOND HILLS GREENWAY	R	6/19/2023	3,000.00		243175		3,000.00
009363	ON-TRACK CONSTRUCTION LLC							
I-23-46810 B	DIAMOND HILLS GREENWAY	R	6/19/2023	30.43		243176		30.43
009363	ON-TRACK CONSTRUCTION LLC							
I-PAY 2-NW NTHLWN UT PAY 2-NW NTHLWN UTILITY IMP P2		R	6/19/2023	129,995.15		243177		129,995.15
	*** VENDOR TOTALS ***					3 CHECKS		133,025.58
010122	LG PLAYGROUNDS LLC							
I-3414	PLAYGROUND PARTS-GREENTREE	R	6/19/2023	719.75		243178		719.75
	*** VENDOR TOTALS ***					1 CHECKS		719.75
003105	P & M APPAREL							
I-53604	UNIFORMS - FD	E	6/21/2023	500.00		007332		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
004205	P F PETTIBONE & CO							
I-183967	NAMEPLATE - HONOR GUARD	R	6/19/2023	48.00		243179		48.00
	*** VENDOR TOTALS ***					1 CHECKS		48.00

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011670	WILLIAM PACK							
I-06/08/2023	6/8/23 THE CIRCUS PROGRAM-KL	R	6/19/2023	250.00		243180		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
001944	PARKS CUSTOM HOMES							
I-RES#2021-414	SDWK OVRSZ-GROVE LANDING P3	R	6/19/2023	451.50		243181		451.50
	*** VENDOR TOTALS ***					1 CHECKS		451.50
002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-46363351	BEVERAGES FOR RESALE - OC	E	6/21/2023	644.19		007329		
I-47448152	BEVERAGES FOR RESALE -PRAC	E	6/21/2023	1,286.05		007329		
I-47496913	BEVERAGES FOR RESALE-OC	E	6/21/2023	397.26		007329		
I-47653602	BEVERAGES FOR RESALE - CFAC	E	6/21/2023	891.22		007329		
I-47653603	BEVERAGES FOR RESALE - CFAC	E	6/21/2023	273.15		007329		
I-49769452	BEVERAGES FOR RESALE-CFAC	E	6/21/2023	2,295.06		007329		5,786.93
	*** VENDOR TOTALS ***					1 CHECKS		5,786.93
009158	PERFORMANCE FOODSERVICE - THOM							
C-7270730	CR: FOOD FOR RESALE - OC	R	6/19/2023	69.14CR		243182		
C-7277073	CR: FOOD FOR RESALE -OC	R	6/19/2023	10.05CR		243182		
C-7284459	CR: FOOD FOR RESALE - OC	R	6/19/2023	117.09CR		243182		
C-7291572	CR: FOOD FOR RESALE OC	R	6/19/2023	151.78CR		243182		
C-7291573	CR: FOOD FOR RESALE - OC	R	6/19/2023	76.53CR		243182		
I-7290030	FOOD FOR RESALE-OC	R	6/19/2023	1,576.19		243182		
I-7293287 A	FOOD FOR RESALE - OC	R	6/19/2023	688.70		243182		
I-7293287 B	FOOD FOR RESALE - OC	R	6/19/2023	733.26		243182		
I-7299606	FOOD FOR RESALE-OC	R	6/19/2023	1,735.11		243182		4,308.67
	*** VENDOR TOTALS ***					1 CHECKS		4,308.67
004611	PETTY CASH							
I-6/9/23 SF SOFTBALL SUMMERFEST SOFTBALL		R	6/19/2023	2,200.00		243183		
I-6/9/23 SF SVB/BAGS SUMMERFEST SVB/BAGS		R	6/19/2023	660.00		243183		2,860.00
	*** VENDOR TOTALS ***					1 CHECKS		2,860.00
005873	PFM FINANCIAL ADVISORS LLC							
I-125224	GO BONDS SERIES 2023B	R	6/19/2023	31,876.20		243184		31,876.20
	*** VENDOR TOTALS ***					1 CHECKS		31,876.20
004223	PGA OF AMERICA							
I-03612199	MEMBER DUES -OC PRO	R	6/19/2023	618.00		243185		618.00
	*** VENDOR TOTALS ***					1 CHECKS		618.00
003141	PIGOTT INC							
I-136357	ROLL CALL CHAIRS - PD	R	6/19/2023	2,741.30		243186		2,741.30
	*** VENDOR TOTALS ***					1 CHECKS		2,741.30

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000384	PITNEY BOWES INC							
I-1023173577	RED INK CARTRIDGE - PSB	E	6/21/2023	132.79		007311		
I-1023270947	03/31/23-06/29/23 RENTAL - PSB	E	6/21/2023	156.00		007311		
I-3317504590	4/01/23-6/30/23 RENTAL - CH	E	6/21/2023	409.02		007311		697.81
	*** VENDOR TOTALS ***					1 CHECKS		697.81
009011	THE PITNEY BOWES RESERVE ACCOU							
I-06/2023 POSTAGE-PD RES ACCT 20829776 - PD		E	6/21/2023	3,000.00		007366		3,000.00
	*** VENDOR TOTALS ***					1 CHECKS		3,000.00
003387	PJ IOWA LC PAPA JOHN'S PIZZA							
C-2022CREDIT ON ACCT 2022 CREDIT ON ACCOUNT		R	6/19/2023	255.80CR		243187		
I-159116	6/3 PIZZA CFAC	R	6/19/2023	37.50		243187		
I-159117	6/3 PIZZA CFAC	R	6/19/2023	45.00		243187		
I-159118	6/4 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-159120	6/4 PIZZA PRAC	R	6/19/2023	45.00		243187		
I-159122	6/4 PIZZA PRAC	R	6/19/2023	30.00		243187		
I-159123	6/4 PIZZA CFAC	R	6/19/2023	97.50		243187		
I-159124	6/4 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-159134	6/5 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-159145	6/7 PIZZA HAWKEYE	R	6/19/2023	15.00		243187		
I-159149	6/8 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-159162	6/11 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-159168	6/12 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-159859	5/27 PIZZA PRAC	R	6/19/2023	30.00		243187		
I-159860	5/27 PIZZA CFAC	R	6/19/2023	67.50		243187		
I-159861	5/27 PIZZA CFAC	R	6/19/2023	52.50		243187		
I-159862	5/28 PIZZA PRAC	R	6/19/2023	22.50		243187		
I-159863	5/28 PIZZA CFAC	R	6/19/2023	82.50		243187		
I-159864	5/28 PIZZA PRAC	R	6/19/2023	15.00		243187		
I-159865	5/28 PIZZA CFAC	R	6/19/2023	67.50		243187		
I-159866	5/28 PIZZA PRAC	R	6/19/2023	15.00		243187		
I-159867	5/29 PIZZA PRAC	R	6/19/2023	37.50		243187		
I-159868	5/29 PIZZA PRAC	R	6/19/2023	90.00		243187		
I-159869	5/29 PIZZA CFAC	R	6/19/2023	112.50		243187		
I-159870	5/29 PIZZA PRAC	R	6/19/2023	30.00		243187		
I-159872	5/29 PIZZA CFAC	R	6/19/2023	90.00		243187		
I-159873	5/29 PIZZA PRAC	R	6/19/2023	22.50		243187		
I-159874	5/27 PIZZA CFAC	R	6/19/2023	97.50		243187		
I-159875	5/30 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-159878	5/31 PIZZA HAWKEYE	R	6/19/2023	15.00		243187		
I-159879	6/1 PIZZA CFAC	R	6/19/2023	22.50		243187		
I-159880	6/1 PIZZA CFAC	R	6/19/2023	45.00		243187		
I-159881	6/1 PIZZA PRAC	R	6/19/2023	37.50		243187		
I-159882	6/2 PIZZA PRAC	R	6/19/2023	45.00		243187		
I-159883	6/1 PIZZA CFAC	R	6/19/2023	67.50		243187		
I-159884	6/2 PIZZA CFAC	R	6/19/2023	67.50		243187		
I-159885	6/02 PIZZA CFAC	R	6/19/2023	45.00		243187		

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I-159886	6/2 PIZZA CFAC	R	6/19/2023	105.00		243187		
I-159887	6/3 PIZZA CFAC	R	6/19/2023	45.00		243187		
I-159888	6/2 PIZZA PRAC	R	6/19/2023	22.50		243187		
I-159890	6/3 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-159891	6/3 PIZZA PRAC	R	6/19/2023	45.00		243187		
I-159892	6/3 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-159893	6/3 PIZZA CFAC	R	6/19/2023	90.00		243187		
I-159894	PIZZA -HAWKEYE	R	6/19/2023	7.50		243187		
I-159895	6/3 PIZZA CFAC	R	6/19/2023	45.00		243187		
I-159896	6/3 PIZZA PRAC	R	6/19/2023	37.50		243187		
I-160968	4/10 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-160970	4/12 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-160971	4/15 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-160976	4/15 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-160977	4/14 PIZZA HAWKEYE	R	6/19/2023	15.00		243187		
I-160979	4/17 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-160987	4/19 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-160989	4/23 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-160993	4/24 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-160994	4/26 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-160997	4/29 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-160998	4/30 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-160999	4/30 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161000	4/29 PIZZA HAWKEYE	R	6/19/2023	15.00		243187		
I-161004	5/14 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161005	5/15 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161006	5/1 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161007	5/3 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161010	5/4 PIZZA HAWKEYE	R	6/19/2023	15.00		243187		
I-161022	5/13 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161023	5/13 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161025	5/17 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161026	5/17 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161027	5/20 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161033	5/22 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161034	5/21 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161035	5/21 PIZZA HAWKEYE	R	6/19/2023	22.50		243187		
I-161039	5/23 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161044	5/6 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161045	5/07 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161046	5/7 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161047	5/8 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161050	5/10 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161053	5/11 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161056	5/12 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161867	4/2 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161895	4/2 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		
I-161899	4/3 PIZZA HAWKEYE	R	6/19/2023	8.99		243187		
I-161902	4/5 PIZZA HAWKEYE	R	6/19/2023	7.50		243187		1,988.19
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011587	PLATINUM FENCE CO LLC							
I-06/01/2023-2	SOFTBALL BATTING CAGES	R	6/19/2023	2,567.00		243190		2,567.00
	*** VENDOR TOTALS ***					1 CHECKS		2,567.00
011708	PLAYAWAY PRODUCTS LLC							
I-430523	MULTIMEDIA -KL	E	6/21/2023	72.94		007385		72.94
	*** VENDOR TOTALS ***					1 CHECKS		72.94
000671	PLUMB SUPPLY COMPANY - DM							
I-8810243	KEY - FD	R	6/19/2023	6.63		243191		6.63
	*** VENDOR TOTALS ***					1 CHECKS		6.63
003760	POLK COUNTY TREASURER							
I-11154	BLOOD DRAW - K. MARTIN	R	6/19/2023	150.00		243192		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
004410	POLK COUNTY PUBLIC WORKS DEPAR							
I-FY23-24	TRNK SWR JNT AGMT-EARLY PAYOFF	R	6/19/2023	3,895,166.78		243193		3,895,166.78
	*** VENDOR TOTALS ***					1 CHECKS		3,895,166.78
009386	POMP'S TIRE SERVICE, INC							
I-1400110695	UNIT #906 TIRES	E	6/21/2023	200.60		007370		
I-1400110968	STEER TIRES FOR #132 & 121	E	6/21/2023	3,886.00		007370		
I-1400111023	TIRES - SQUAD CARS	E	6/21/2023	810.00		007370		
I-1400111192	REAR TIRES FOR #132	E	6/21/2023	5,190.00		007370		
I-1400111219	TIRES - SQUAD CARS	E	6/21/2023	540.00		007370		
I-1400111221	TIRES - SQUAD CARS	E	6/21/2023	540.00		007370		11,166.60
	*** VENDOR TOTALS ***					1 CHECKS		11,166.60
003247	PRAIRIE AG SUPPLY INC							
I-01-147148	DIAPHRAM -OCM	R	6/19/2023	25.37		243194		25.37
	*** VENDOR TOTALS ***					1 CHECKS		25.37
006390	QUILL CORPORATION							
I-32372065	LAMINATING POUCH/NOTES/MKRS-AC	R	6/19/2023	184.44		243195		
I-32372479	FISKARS - ACC	R	6/19/2023	22.94		243195		
I-32451128	KLEENEX/DISINF - ACC	R	6/19/2023	27.89		243195		
I-32453328	KLEENEX - ACC	R	6/19/2023	116.08		243195		351.35
	*** VENDOR TOTALS ***					1 CHECKS		351.35
005557	RACOM CORPORATION							
I-RI-230219	EDACS/BEON ACCESS - FD	E	6/21/2023	2,015.25		007346		
I-RI-230225	EDACS ACCESS - PD	E	6/21/2023	2,612.73		007346		4,627.98
	*** VENDOR TOTALS ***					1 CHECKS		4,627.98

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003538	GET SOME GUNS, LLC							
I-246141	UNIFORMS - PD	R	6/19/2023	586.34		243196		586.34
	*** VENDOR TOTALS ***					1 CHECKS		586.34
010369	ROBERTSON, ANSCHUTZ, SCHNEID &							
I-8598	LEGAL FEES - PD	R	6/19/2023	12.00		243197		12.00
	*** VENDOR TOTALS ***					1 CHECKS		12.00
008509	REDBUD LLC							
I-5919	BIORETENTION CELL MAINT.	R	6/19/2023	1,391.00		243198		1,391.00
008509	REDBUD LLC							
I-PAY7FNL-22 NTV VEG PAY 7 FNL-2022 NATIVE VEG MNT		R	6/19/2023	3,172.05		243199		3,172.05
008509	REDBUD LLC							
I-RTNG-2022NTV VEG	RTNG-2022 NATIVE VEG MAINT	R	6/19/2023	1,869.25		243200		1,869.25
	*** VENDOR TOTALS ***					3 CHECKS		6,432.30
005746	WALTER REED							
I-06/06/2023 MEAL	6/6/23 MEAL	R	6/19/2023	13.52		243201		13.52
	*** VENDOR TOTALS ***					1 CHECKS		13.52
001985	RIDD X PEST CONTROL							
I-64650	PEST CONTROL SERVICES	E	6/21/2023	1,871.00		007322		1,871.00
	*** VENDOR TOTALS ***					1 CHECKS		1,871.00
003999	RINGCENTRAL INC							
I-CD_000595242	05/26/23-06/25/23 STATEMENT	E	6/21/2023	5,565.68		007334		5,565.68
	*** VENDOR TOTALS ***					1 CHECKS		5,565.68
011464	RJN GROUP, INC.							
I-399201	MANHOLE INSPECTIONS	E	6/21/2023	46,707.50		007379		46,707.50
	*** VENDOR TOTALS ***					1 CHECKS		46,707.50
001163	ROCKMOUNT RESEARCH & ALLOYS							
I-1279040	FIBER/FLASH ARRESTOR-OCM	R	6/19/2023	179.17		243202		179.17
	*** VENDOR TOTALS ***					1 CHECKS		179.17
006802	ROMTEC INC							
I-INV1063 #1	PAY 1-MIDWAY PK RESTROOM CON	E	6/21/2023	40,000.00		007355		
I-INV1064 #1	PAY 1-RALLY COMPLEX RR CONSTCT	E	6/21/2023	60,000.00		007355		100,000.00
	*** VENDOR TOTALS ***					1 CHECKS		100,000.00

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006366	ROTELLA'S ITALIAN BAKERY INC							
I-Y59143	FOOD FOR RESALE - OC	E	6/21/2023	70.34		007352		
I-Y61006	FOOD FOR RESALE-OC	E	6/21/2023	229.48		007352		
I-Y66593	FOOD FOR RESALE - OC	E	6/21/2023	79.17		007352		378.99
	*** VENDOR TOTALS ***					1 CHECKS		378.99
004079	STRAWBERRY PATCH							
I-94037	STAFF TSHIRTS - P&R	R	6/19/2023	487.50		243203		487.50
	*** VENDOR TOTALS ***					1 CHECKS		487.50
009980	DALE COOPER LLC							
I-3116	MATERIALS-AC	E	6/21/2023	350.00		007372		350.00
	*** VENDOR TOTALS ***					1 CHECKS		350.00
009564	SAGE HOMES, INC							
I-RES#2021-283 SDWK	SDWLK OVRSZG-GROVE LANDING P1	R	6/19/2023	2,688.00		243204		2,688.00
	*** VENDOR TOTALS ***					1 CHECKS		2,688.00
005570	SANDRY FIRE SUPPLY LLC							
I-INV-028637	SPRING FOOT ASSEMBLY - FD	E	6/21/2023	113.00		007347		
I-INV-028699	FIRE HOSE - FD	E	6/21/2023	7,554.00		007347		7,667.00
	*** VENDOR TOTALS ***					1 CHECKS		7,667.00
000791	COREY J SCHNEDEN							
I-06/06/2023 MEAL	6/6/23 MEAL REMBSMNT	R	6/19/2023	15.61		243205		15.61
	*** VENDOR TOTALS ***					1 CHECKS		15.61
006963	DAVID SCHUMACHER							
I-05/03/2023 MEAL	5/03/23 MEAL	E	6/21/2023	22.24		007394		22.24
	*** VENDOR TOTALS ***					1 CHECKS		22.24
003482	SCOTT'S AUTO GLASS							
I-36438	UNIT #925 WINDSHIELD TINT	R	6/19/2023	465.00		243206		465.00
	*** VENDOR TOTALS ***					1 CHECKS		465.00
006074	JENNIFER SEASE							
I-05/21/23-05/24/23	5/21/23-5/24/23 TRAVEL RMBSMNT	E	6/21/2023	843.91		007350		843.91
	*** VENDOR TOTALS ***					1 CHECKS		843.91
005148	JENNA SHERZAN							
I-06/03/2023 SHOES	6/03/23 SHOE REIMBSMNT	E	6/21/2023	140.00		007391		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00

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008471	SHIVE-HATTERY INC							
I-2142205300-2	PAY 2 -CIT SIGN DESIGN	E	6/21/2023	3,750.00		007360		3,750.00
	*** VENDOR TOTALS ***					1 CHECKS		3,750.00
001103	SHRED-IT							
I-8004047916	5/24/23 SHREDDING SVCS - PD	R	6/19/2023	61.53		243207		61.53
	*** VENDOR TOTALS ***					1 CHECKS		61.53
011471	SHUCK-BRITSON, INC.							
I-122.0690.03-2	SLIDE TOWER INSPECTION	R	6/19/2023	2,250.00		243208		2,250.00
	*** VENDOR TOTALS ***					1 CHECKS		2,250.00
009560	KATHY J EVERT-KJ SIGNS LLC							
I-INV-10087	TRADE SHOW BACK DROP	R	6/19/2023	1,300.50		243209		1,300.50
	*** VENDOR TOTALS ***					1 CHECKS		1,300.50
001923	LOCAL GOVERNMENT PROFESSIONAL							
I-2023-IC-0132	MAY 2023 SUPPLEMENT	E	6/21/2023	175.00		007320		
I-2023-IC-0174	JUNE 2023 SUPPLEMENT	E	6/21/2023	733.00		007320		908.00
	*** VENDOR TOTALS ***					1 CHECKS		908.00
011842	DAVID SLOAN							
I-6/19/2023	INVISIBLE FENCE REIMBURSEMENT	R	6/19/2023	246.10		243210		246.10
	*** VENDOR TOTALS ***					1 CHECKS		246.10
011605	SPLASH POOL AND SPA BUILDERS L							
I-PAY3FNL-22PRAC SUR	PAY 3FNL-2022 PRAC RESRFCNG	R	6/19/2023	12,741.49		243211		12,741.49
011605	SPLASH POOL AND SPA BUILDERS L							
I-RTNG-22PRAC SURF	RTNG-2022 PRAC RESURFACING PJ	R	6/19/2023	14,540.65		243212		14,540.65
	*** VENDOR TOTALS ***					2 CHECKS		27,282.14
002339	STAPLES CONTRACT & COMMERCIAL							
I-3537583447	PRINTER INK - TRFC	R	6/19/2023	63.99		243213		
I-3538480605	FOLDERS - PD	R	6/19/2023	828.30		243213		
I-3538589642	GAS PUMP ROLLS - STREETS	R	6/19/2023	16.21		243213		908.50
	*** VENDOR TOTALS ***					1 CHECKS		908.50
000474	STATE HYGIENIC LABORATORY AR							
I-254631	4/30/2023 TESTING	E	6/21/2023	15.50		007313		
I-256557	5/31/2023 TESTING	E	6/21/2023	46.50		007313		62.00
	*** VENDOR TOTALS ***					1 CHECKS		62.00

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011487	STRETCH LAWN CARE							
I-3036	5/20-5/26/23	5/20/23-5/26/23 SOUTH ZONE B	E	6/21/2023	5,994.99	007381		
I-3045	5/27-6/2/23	5/27/23-6/2/23 SOUTH ZONE B	E	6/21/2023	5,994.99	007381		
I-3046	6/3-6/9/23	6/3/23-6/9/23 SOUTH ZONE B	E	6/21/2023	5,994.99	007381		17,984.97
				*** VENDOR TOTALS ***		1 CHECKS		17,984.97
007400	STRYKER SALES CORPORATION							
I-4114324	M LUCAS DEVICE SERVICE AGRE	R	6/19/2023	1,346.40		243214		1,346.40
				*** VENDOR TOTALS ***		1 CHECKS		1,346.40
010303	DUSTIN STUCKER							
I-04/18/23	BOOTS	4/18/23 BOOT REIMBURSEMENT	E	6/21/2023	132.58	007400		132.58
				*** VENDOR TOTALS ***		1 CHECKS		132.58
001264	SUNBELT RENTALS INC							
I-139996686	- 0001 TILE SAW RENTAL - AC	R	6/19/2023	97.65		243215		97.65
				*** VENDOR TOTALS ***		1 CHECKS		97.65
000124	SYSCO IOWA INC							
I-339067409	FOOD FOR RESALE - OC	R	6/19/2023	96.00		243216		
I-339100275	FOOD FOR RESALE - OC	R	6/19/2023	1,079.92		243216		
I-339112688	FOOD FOR RESALE - CFAC	R	6/19/2023	996.01		243216		
I-339112695	FOOD FOR RESALE - OC	R	6/19/2023	589.01		243216		
I-339118076	FOOD FOR RESALE - CFAC	R	6/19/2023	134.91		243216		
I-339122263	FOOD FOR RESALE - OC	R	6/19/2023	107.97		243216		3,003.82
				*** VENDOR TOTALS ***		1 CHECKS		3,003.82
008966	THE BUSINESS LETTER INC							
I-76098	PAYROLL TIME SLIPS - PD	R	6/19/2023	1,372.98		243217		
I-76139	IMPRINT FOLDERS - PD	R	6/19/2023	870.00		243217		2,242.98
				*** VENDOR TOTALS ***		1 CHECKS		2,242.98
004907	TK CONCRETE INC							
I-PAY 2-2023	PCC ST PAY 2-2023 PCC ST PTCHNG PGM	R	6/19/2023	159,011.47		243218		159,011.47
				*** VENDOR TOTALS ***		1 CHECKS		159,011.47
009541	MIKLANNET TENNAL							
I-05/2023	LA /BBS	05/2023 LA/BBS	E	6/21/2023	1,698.80	007398		1,698.80
				*** VENDOR TOTALS ***		1 CHECKS		1,698.80
006225	TOUR EDGE GOLF MFG INC							
I-IN-01638672	MODA SILK SILVER/RUBY-OC	R	6/19/2023	559.50		243219		559.50
				*** VENDOR TOTALS ***		1 CHECKS		559.50

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004159	TOYNE INC							
I-IN0016177	REFLECTORS - FD	R	6/19/2023	25.50		243220		
I-IN0016225	131 SEATS - FD	R	6/19/2023	8,995.27		243220		
I-IN0016226	121 SEATS - FD	R	6/19/2023	8,995.27		243220		18,016.04
	*** VENDOR TOTALS ***					1 CHECKS		18,016.04
004343	TRACTOR SUPPLY COMPANY							
I-632694	COUPLERS/PLUGS/CMPSR-CFAC	R	6/19/2023	204.96		243221		204.96
	*** VENDOR TOTALS ***					1 CHECKS		204.96
006732	TRAFX RESEARCH LTD							
I-230115DC	TRAFX DATANET PLAN -PKS	R	6/19/2023	500.00		243222		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
000465	TREASURER STATE OF IOWA							
I-06/12/2023	MONTHLY SALES & EXCISE TAX	D	6/12/2023	124,834.00		002244		124,834.00
	*** VENDOR TOTALS ***					1 CHECKS		124,834.00
007224	TREERING WORKFORCE SOLUTIONS I							
I-MSP-9406	ENTERPRISE LICENSES - IT	R	6/19/2023	448.50		243223		448.50
	*** VENDOR TOTALS ***					1 CHECKS		448.50
000740	TRIPLETT COMPANIES							
I-430129-0 FINALPMT	ACC BENCHES-FINAL PMT	R	6/19/2023	1,395.00		243224		1,395.00
	*** VENDOR TOTALS ***					1 CHECKS		1,395.00
010088	TRUCK CENTER COMPANIES EAST LL							
I-XA301332687:01	UNIT #132 TURBO ACTUATOR	E	6/21/2023	918.79		007375		918.79
	*** VENDOR TOTALS ***					1 CHECKS		918.79
003190	TRUGREEN L P							
I-176677756	SPRING BROADLEAF APPLICATION	R	6/19/2023	20,933.10		243225		20,933.10
	*** VENDOR TOTALS ***					1 CHECKS		20,933.10
007454	TUBE PRO INC							
I-00057645	TUBES - CFAC	R	6/19/2023	1,487.50		243226		1,487.50
	*** VENDOR TOTALS ***					1 CHECKS		1,487.50
004516	ST LUKE'S HEALTH RESOURCES							
I-183406	MAY RANDOM TESTING	R	6/19/2023	210.00		243227		210.00
	*** VENDOR TOTALS ***					1 CHECKS		210.00
005813	EXECUTIVE SERVICES INC							
I-80070	ENVELOPES - FINANCE	E	6/21/2023	305.73		007348		305.73
	*** VENDOR TOTALS ***					1 CHECKS		305.73

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002135	UPHDM OCCUPATIONAL MEDICINE							
I-178675	PHYSICALS/PRE EMP DRUG TESTS	R	6/19/2023	3,689.25		243228		3,689.25
	*** VENDOR TOTALS ***					1 CHECKS		3,689.25
010184	URBANDALE FIRE DEPARTMENT							
I-2023-00000089	MOBILE VENT FAN - FD	R	6/19/2023	27,358.71		243229		27,358.71
	*** VENDOR TOTALS ***					1 CHECKS		27,358.71
006789	HD SUPPLY FACILITIES MAINTENAN							
I-INV00017171	WATER DIFFUSER	E	6/21/2023	1,257.33		007354		1,257.33
	*** VENDOR TOTALS ***					1 CHECKS		1,257.33
001224	VAN METER INDUSTRIAL INC							
I-S012726343.001	LIGHT PARTS - CFAC	R	6/19/2023	397.12		243230		397.12
	*** VENDOR TOTALS ***					1 CHECKS		397.12
001552	BRICE VANDRIMMELEN							
I-05/19/2023	5/19/23 MEAL	E	6/21/2023	14.44		007390		
I-05/25/23-06/06/23	5/25-6/6/23 MEAL REIMBRMNTS	E	6/21/2023	32.38		007390		46.82
	*** VENDOR TOTALS ***					1 CHECKS		46.82
005012	VAN-WALL EQUIPMENT INC							
I-5912841	UNIT #632 REPAIRS -PRSC	E	6/21/2023	728.53		007339		
I-5913649	JOHN DEERE REPAIRS -PRSC	E	6/21/2023	227.54		007339		
I-5914563	RAKE-PRSC	E	6/21/2023	1,352.49		007339		
I-5919036	UNIT #630 FILTER	E	6/21/2023	17.97		007339		2,326.53
	*** VENDOR TOTALS ***					1 CHECKS		2,326.53
009558	JONATHON VAUGHAN							
I-RES#2021-414	SDWK OVRSG-GROVE LANDING P3	R	6/19/2023	882.00		243231		882.00
	*** VENDOR TOTALS ***					1 CHECKS		882.00
004796	WALSH DOOR & HARDWARE COMPANY							
I-796154	DOOR REPAIRS/MNT -ACC	R	6/19/2023	207.00		243232		207.00
	*** VENDOR TOTALS ***					1 CHECKS		207.00
002569	WASTE CONNECTIONS INC							
I-3509962T071	06/2023 WASTE SERVICES -CH	R	6/19/2023	65.34		243233		
I-3509964T071	6/1-6/30/23 SVCS - FD	R	6/19/2023	63.25		243233		
I-3509966T071	6/1-6/30/23 SVCS - FS#3	R	6/19/2023	63.25		243233		
I-3509967T071	6/1-6/30/23 SVCS - KL	R	6/19/2023	102.58		243233		
I-3509971T071	6/1-6/30/23 SVCS - MAINT FAC	R	6/19/2023	292.32		243233		
I-3509974T071	6/1-6/30/23 SVCS - PD	R	6/19/2023	63.25		243233		
I-3509978T071	06/2023 WASTE SERVICES -PRSC	R	6/19/2023	119.34		243233		
I-3509979T071	6/1-6/30/23 SVCS - WASTEWATER	R	6/19/2023	96.96		243233		866.29
	*** VENDOR TOTALS ***					1 CHECKS		866.29

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009306	STEVEN YOUNG							
I-06/09/23-06/12/23	6/9-6/12/23 MEALS	R	6/19/2023	34.19		243234		34.19
	*** VENDOR TOTALS ***					1 CHECKS		34.19

008820	SIOUXLAND TURF PRODUCTS INC							
I-180298	GREENS FERTILIZER-OCM	E	6/21/2023	1,791.50		007363		1,791.50
	*** VENDOR TOTALS ***					1 CHECKS		1,791.50

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	232	8,273,087.95	0.00	8,273,087.95
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	124,834.00	0.00	124,834.00
EFT:	98	454,243.39	0.00	454,243.39
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGWB TOTALS:	331	8,852,165.34	0.00	8,852,165.34
BANK: APGWB TOTALS:	331	8,852,165.34	0.00	8,852,165.34
REPORT TOTALS:	331	8,852,165.34	0.00	8,852,165.34

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: 6/08/2023 THRU 6/21/2023

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve the generator maintenance services contract with Cummins Inc., of Des Moines, Iowa, and authorize the Mayor to sign Letter of Agreement.

EXECUTIVE SUMMARY:

On May 10, 2023, the Finance Department issued a request for proposal to five vendors for generator maintenance services at all municipal facilities. Bids were received back from three of the five vendors, with the recommendation for award going to the lowest bidder.

Based on results, which are shown in the following table, it is being recommended that the contract be awarded to Cummins Inc.

Company: 3-Year Contract Cost:

Cummins Inc. \$47,396.25

Midwest Critical Power \$52,976.20

Pioneer Critical Power \$66,822.00

FISCAL IMPACT: **No**

The generator maintenance services agreement will be for three years, June 20, 2023 through June 19, 2026, with the option to extend the agreement for up to three additional one-year time periods. A price increase of \$8,596.25 will result in the initial contract period when compared with current pricing.

CITY MANAGER'S RECOMMENDATIONS:

Recommend approving the generator maintenance services contract with Cummins Inc., of Des Moines, Iowa, and authorize the Mayor to sign Letter of Agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Generator Services RFP
 Cummins Inc. Bid
 Letter of Agreement



**Request for Proposal
Generator Maintenance Services
City of Ankeny, Iowa**

You are invited to submit a bid for generator maintenance services at municipal buildings as requested by the City of Ankeny Finance Department.

Name of the Proposal	Generator Maintenance Services
Date of Issuance	May 10, 2023
Deadline for Proposal Submittal	May 26, 2023 before 3:00 p.m.
Proposal Shall Be Submitted To	City of Ankeny Finance Department 410 West First Street Ankeny, IA 50023-1557
Method of Submittal	Mail Delivery or In Person Emailed or Faxed Bids are Not Acceptable
Contact Person, Title Email Address	Austin Demers, Purchasing Coordinator ademers@ankenyiowa.gov
Phone Number	(515) 965-6401
Documents Enclosed	Request for Proposal Attachment A – Itemized Bid Form Attachment B – Inspection Checklist

The ONLY official position of the City is that position which is stated in writing and issued by the Finance Department. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

No bids will be considered which have not been received by the deadline set forth. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City or any other means of delivery employed by the Bidder.

Overview

The City of Ankeny is seeking bids from qualified contractors to perform regularly scheduled maintenance on generators. In addition, this contract will also include “as needed” repair services for items discovered during scheduled maintenance and emergency repair services.

General Scope and Specifications

Contractor shall perform inspections and specific maintenance on the City's generators at the intervals indicated below (see Attachment A for inventory and Attachment B for checklist).

- Inspection – to be performed every six (6) months:

Inspection will cover both electrical and engine components of the generators. Checklist of inspected items and tests will be provided by contractor and reviewed by the technician with the City Administrator at the end of each inspection.

Air filter to be checked at each visit and at a minimum, they shall be changed annually.

Every other visit will include oil change, along with oil filter replacement, fuel filter replacement and coolant filter replacement (if applicable). Contractor will dispose of used oil and filters.

- Battery replacement – to be performed every twenty-four (24) months:

Remove and replace two year old batteries, including disposal.

- Load bank testing – to be performed for two (2) hour minimum every twenty-four (24) months.

Contractor shall also perform repair services on generators upon written approval by the City, for items discovered during scheduled maintenance and for emergency repair services.

- Contractor shall be available 24 hours a day, 7 days a week to respond to requests for emergency repair services.
- Contractor shall be on-site to perform emergency repairs within two (2) hours of notification and have the ability to provide a back-up generator (including cables) within this same time frame, if needed for City operations.
- All repairs and labor charges need to first be approved by City Administrator before being performed. Contractor is responsible for cost if repair and labor charges are not pre-approved.

Contractor Requirements

- Any person making deliveries to or working on City property must be identifiable by uniform, proper identification and a marked vehicle. The contractor shall only furnish employees who are competent and skilled for work under the contract.

If, in the opinion of the City, an employee of the contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on city property or is otherwise unsatisfactory, that employee shall be removed from all work under the contract.

- Utmost care shall be exercised when working on City property. Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. The Contractor shall be responsible for and indemnify and hold the City harmless from all damage to the facility that may occur during the contract period. Any damage that may occur shall be reported to the City immediately. The City may direct the contractor to undertake immediate and reasonable steps to repair and remediate any damage. The contractor shall maintain a written log describing all property damage reports,

and the contractor's activities to repair and remediate. This log shall include the dates for each damage report, pictures, contact information and resolution. If property damaged by the contractor is not repaired or remediated in a timely basis as directed by the City, and to the satisfaction of the City, the City may, at its option, have the damage repaired at the contractor's expense to be reimbursed to the City.

- The contractor shall erect, install and maintain all temporary public walks, warning signs, barricades and other protective means as may be necessary for the protection of the public from injury.
- Contractor shall provide all labor, required tools, equipment, consumable products and testing instruments needed for a satisfactory contract performance.
- The contractor warrants that all articles, materials and service performed shall be consistent with manufacturer's specification and will be free from defects. Without limitation of any rights which the City may have by reason of any breach of warranty, goods which are not as warranted may be returned at contractor's expense within thirty (30) days after delivery, for either credit or replacement, as the City may direct without additional charge to the City.

Bid Instructions and Clarifications

Date of Issuance	May 10, 2023
Deadline for Proposal Submittal	May 26, 2023
Recommendation for Award	June 5, 2023
Anticipated Start Date of Contract	June 12, 2023

- Proposal shall be good for 120 days. Bid tabulation will be available for review upon recommendation for award.
- Upon award of the contract, a list of site-based administrators will be provided to the contractor.
- Surcharges (i.e. fuel surcharges, environment charges, service charges, etc.) will not be allowed to be added to invoices as an additional line item. In addition, the City is tax exempt. All applicable sales tax to be excluded from all invoices.
- The City qualifies for the Sourcwell and U.S. Communities cooperative purchasing programs. Please indicate any such pricing as well as any required conditions.
- Itemized bid form is found on Attachment A.
- Include Signature Page (pages 5 -6) with your submittal. Proposals which are not signed and dated by an authorized representative will not be accepted.
- A Certificate of Insurance should be included with your bid. Insurance requirements are listed on page 7.

Award Criteria

All proposals will be evaluated based on the contractor's adherence to the specifications, proposed start date, pricing structure, references and certificate of insurance. The City evaluation team may arrange meetings with representatives of the companies whose proposals are deemed to be within the competitive range. The purpose shall be the clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value. The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received.

Terms of Contract

The term of the contract shall be for three (3) years, anticipated to be June 12, 2023 through June 11, 2026. The City and the contractor may renew the original contract for three (3) additional one-year time periods by mutual agreement.

No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the contractor requests a price increase, the contractor shall provide sufficient written documentation to substantiate the request. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

This Request for Bid along with a Letter of Agreement, prepared by the City and signed by the Mayor of Ankeny, shall become the document that authorizes the contract to begin, assuming the insurance requirements have been met. Similar products and/or services may be added and pricing negotiated during the term of the contract.

Submitted Proposal to Include the Following Items

- Completed Signature Page – Pages 5 - 6
- Completed itemized Bid Form – Attachment A
- Brief overview of firm, identification of key personnel, experience and objective
- Certificate of Insurance
- Provide 3 copies of the above

Signature Page

The undersigned bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that he/she agrees:

- To fulfill the obligations contained herein accordance with all instructions, terms, conditions and specifications set forth;
- To furnish all required services and pay all incidental costs in strict conformity with these documents for the stated prices as payment in full;
- To hold this bid open for 120 days after bid opening;

Submitting Firm: _____

Address: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ Email: _____

Phone: _____ Fax: _____

REFERENCES

List at least three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scope and size. (Include firm, contact person, phone number and email)

(1) _____

(2) _____

(3) _____

Exceptions/Deviations to this Request for Proposal shall be noted below. If adequate space is not provided, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "None" in the space below.

INSURANCE INFORMATION – CITY OF ANKENY, IOWA

INSURANCE REQUIREMENTS

For PRODUCTS or SERVICES requiring Contractor's presence on any City property, the Contractor shall, during the term of this Agreement and until completion thereof, provide and maintain the coverage set forth in this INSURANCE SECTION.

Workers Compensation Insurance: The Contractor shall carry and maintain during the term of this contract, workers compensation and employers liability insurance meeting the requirements of the Iowa Workers Compensation Law on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: The Contractor shall carry and maintain during the term of this contract, general liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this contract.

Automobile Liability Insurance: The Contractor shall carry and maintain during the term of this contract, automobile liability insurance with either a combined limit of at least \$2,000,000 per occurrence for bodily injury and property damage or split limits of at least \$2,000,000 for bodily injury per person per accident and \$2,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Umbrella: The Contractor shall carry and maintain during the term of this contract, umbrella coverage with at least \$1,000,000 limit. Umbrella coverage can also be used to satisfy the required General Liability and Automobile limits.

Subcontractors: In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this contract shall be written by non-assessable insurance companies licensed to do business in the State of Iowa and currently rated "A" or better by the A.M. Best Company. All policies shall be written on a per occurrence basis and not a claim made form.

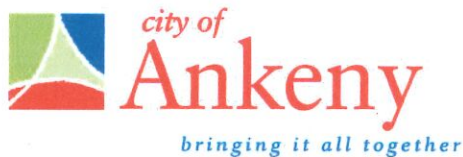
Additional Insured: The City of Ankeny, its officers and employees shall be named as additional insured without restrictions on the Contractor's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance.

CERTIFICATE OF INSURANCE REQUIREMENTS

1. An original policy or **Certificate of Insurance** with an Original Penned Signature of the agent writing the policy or certificate must be submitted (Memorandums of Insurance and Stamped or Computer Generated Signatures will not be accepted).
2. The name of the agent signing the certificate must be typed under his/her Original Penned Signature as well as the business address and phone number of the agent.
3. All addresses on the certificate should list a street address (not a PO Box address).
4. *"The City of Ankeny, its officers and employees, shall be named as additional insured on the contractor's liability policies with regard to Generator Maintenance Services"* must be specifically indicated on the certificate in the Description of Operations section.
5. A copy of a power of attorney or some other document showing the agent's authority to sign for the insurance company must be attached to the certificate (a copy of the agents' insurance license will be accepted).
6. The liability limits required by the City are \$2,000,000 (minimum). This must be occurrence form general liability coverage.
7. If the policy must be endorsed with respect to including the certificate holder as an additional insured, evidence must be attached to the certificate to indicate that the policy is endorsed.
8. The following address must appear in the Certificate Holder section: City of Ankeny, 410 West First Street, Ankeny IA 50023-1557.

GENERAL TERMS AND CONDITIONS OF SALE AND PURCHASE

1. The laws of the State of Iowa, U.S.A., shall govern in connection with the formation, performance and the legal enforcement of any purchase order placed.
2. The firm pricing stated on the bid and purchase order shall not be changed without the approval of the City of Ankeny Finance Department. If mutually agreed between Buyer and Seller, bid prices may be extended an additional twelve (12) months beyond the original expiration date.
3. Unless otherwise agreed between Buyer and Seller, the FOB point on any shipment to the City, in terms of loss or damage, is destination. The Seller must confirm that charges for freight will be included in the price of the goods at the time of the quote/bid.
4. The City is not obligated to keep nor pay for over shipments of products; neither is the City obligated to make payments on goods which are shipped in a lesser quantity than was originally ordered or shipped in partial quantities, particularly if not having a complete shipment precludes the City from performing its work.
5. Payment is authorized by the City Council on the first and third Mondays of the month.
6. The City shall deem to receive goods procured hereunder when such goods have been deposited at the City's assigned place of delivery and all bills of lading or other shipping papers which require signature by the City have been signed.
7. In spite of physical receipt, the City shall deem to accept goods procured hereunder only after actual inspection for conformity or the passage of ten (10) days from receipt, whichever occurs first.
8. Goods are subject to City inspection upon arrival. Goods rejected due to failure to meet specifications, either when shipped or due to defects or damage in transit may be returned for credit and are not to be replaced except with the approval of the City department placing the original order.
9. Any ensuing purchase order is an ACCEPTANCE of your OFFER as stated in your quote/bid. When a purchase order is ACCEPTED as an OFFER TO BUY, you must provide us with a written or verbal acknowledgement of a promised ship date and freight carrier, or advise us that merchandise has shipped or will ship on a particular time and date and the method of shipment.
10. In the event of supplier's failure to deliver when specifically promised and as agreed between Buyer and Seller in terms of quantity, quality, price and other requirements, the City reserves the right to cancel the purchase order, or any part thereof, without prejudice to its other rights. It is further agreed that the City may return all or part of any shipment so made and may charge Seller with any loss or expense as a result of such failure to deliver as promised.
11. The City of Ankeny, Iowa is exempt from sales tax and certain other use taxes. Taxes which appear on invoices and for which the City is not responsible will be deducted from invoices before payment is made, without penalty to the City. Exemption numbers are available from the City of Ankeny Finance Department.
12. The Seller agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical disability.
13. Neither party to this contract may assign any portion of the agreement without prior written consent of the other party.
14. The supplier expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date of the quote/bid in the State of Iowa. Additionally, the goods shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials and workmanship. All other applicable provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made part of these terms and conditions.
15. All parties to this bid and any ensuing purchase agree that the representatives of both Buyer and Seller are, in fact, bona fide and possess full authority to bind said parties.
16. All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.
17. Each bidder shall submit an original bid on the forms attached. The bidder shall sign his/her bid correctly, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. The City reserves the right to reject any or all bids. The City further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.
18. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
19. Upon request, the results of this bid must be extended to any other City of Ankeny departments.
20. The supplier agrees to protect, defend, indemnify and hold harmless the City of Ankeny and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the supplier, its employees, subcontractors or any independent contractors working under the direction of either the supplier or subcontractor in the performance of this contract.
21. For PRODUCTS or SERVICES requiring successful Bidder's presence on any City property, the successful Bidder shall, during the term of this Agreement and until completion thereof, carry and maintain both Workers Compensation and General Liability Insurance. The successful Bidder shall furnish the City with a copy of the Declaration page (normally page one of your policy) of their insurance policy if requested by the City.
22. All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Ankeny in connection with a bid or proposal, the submitting party recognizes this and waives any claim against the City of Ankeny and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Ankeny and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Ankeny arising from any bid opportunity.



**Request for Proposal
Generator Maintenance Services
City of Ankeny, Iowa**

You are invited to submit a bid for generator maintenance services at municipal buildings as requested by the City of Ankeny Finance Department.

Name of the Proposal	Generator Maintenance Services
Date of Issuance	May 10, 2023
Deadline for Proposal Submittal	May 26, 2023 before 3:00 p.m.
Proposal Shall Be Submitted To	City of Ankeny Finance Department 410 West First Street Ankeny, IA 50023-1557
Method of Submittal	Mail Delivery or In Person Emailed or Faxed Bids are Not Acceptable
Contact Person, Title Email Address	Austin Demers, Purchasing Coordinator ademers@ankenyiowa.gov
Phone Number	(515) 965-6401
Documents Enclosed	Request for Proposal Attachment A – Itemized Bid Form Attachment B – Inspection Checklist

The ONLY official position of the City is that position which is stated in writing and issued by the Finance Department. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

No bids will be considered which have not been received by the deadline set forth. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City or any other means of delivery employed by the Bidder.

Overview

The City of Ankeny is seeking bids from qualified contractors to perform regularly scheduled maintenance on generators. In addition, this contract will also include “as needed” repair services for items discovered during scheduled maintenance and emergency repair services.

Attachment A - Itemized Bid Form

Make	Model	Serial Number	Annual Cost				
City Hall, 410 West First Street			Inspection Costs			Extra Costs	
Olympian Generator	D200P4	#E7774A/001	Year 1	\$ 1156.79	Year 4	\$	Battery Replacement \$ 779.13
Cat Engine			Year 2	\$ 1156.79	Year 5	\$	Load Test \$ 691.52
			Year 3	\$ 1156.79	Year 6	\$	
Irvinedale Pump Station, NW Irvinedale & NW 18th St			Inspection Costs			Extra Costs	
Kohler Generator	250REOZJE	SGM32NBBX	Year 1	\$ 1207.13	Year 4	\$	Battery Replacement \$ 365.22
			Year 2	\$ 1207.13	Year 5	\$	Load Test \$ 691.52
			Year 3	\$ 1207.13	Year 6	\$	
Fire Station #1, 120 NW Ash Drive			Inspection Costs			Extra Costs	
Generac Generator	98A02217-5	#2041394	Year 1	\$ 818.68	Year 4	\$	Battery Replacement \$ 365.22
Chevy V6 Engine			Year 2	\$ 818.68	Year 5	\$	Load Test \$ 659.52
			Year 3	\$ 818.68	Year 6	\$	
Fire Station #1, 120 NW Ash Drive			Inspection Costs			Extra Costs	
Generac Generator	QT04554GNNA	#4874157	Year 1	\$ 697.02	Year 4	\$	Battery Replacement \$ 173.55
			Year 2	\$ 697.02	Year 5	\$	Load Test \$ 631.52
			Year 3	\$ 697.02	Year 6	\$	
Fire Station #2, 665 SE Oralabor Road			Inspection Costs			Extra Costs	
Olympian Generator	D200P4	OLY00000CNNS00125	Year 1	\$ 1106.43	Year 4	\$	Battery Replacement \$ 202.99
International Engine	DTA530E	#WS4486N1296213	Year 2	\$ 1106.43	Year 5	\$	Load Test \$ 691.52
			Year 3	\$ 1106.43	Year 6	\$	
Fire Station #3, 1360 NE 36th Street			Inspection Costs			Extra Costs	
Caterpillar	D125-8	#CAT00C71PWG200276	Year 1	\$ 1127.49	Year 4	\$	Battery Replacement \$ 202.99
			Year 2	\$ 1127.49	Year 5	\$	Load Test \$ 661.52
			Year 3	\$ 1127.49	Year 6	\$	
Police Headquarters, 411 SW Ordinance Road			Inspection Costs			Extra Costs	
Cummins Generator	DFEJ-5873246	#J070121704	Year 1	\$ 1423.22	Year 4	\$	Battery Replacement \$ 942.27
			Year 2	\$ 1423.22	Year 5	\$	Load Test \$ 834.52
			Year 3	\$ 1423.22	Year 6	\$	
Maintenance Facility, 211 SE Lorenz Drive			Inspection Costs			Extra Costs	
Kohler Generator	15OREOZJB	#0779390	Year 1	\$ 1026.79	Year 4	\$	Battery Replacement \$ 202.99
John Deere Engine	6068HF150	#PE6068H311043	Year 2	\$ 1026.79	Year 5	\$	Load Test \$ 661.52
			Year 3	\$ 1026.79	Year 6	\$	
ASR #2/Pump Station, 3700 NE Otter Creek Drive			Inspection Costs			Extra Costs	
Cat Generator	LC7	#G7A02427	Year 1	\$ 2070.73	Year 4	\$	Battery Replacement \$ 1047.48
Cat Engine	C/8 ACERT	#8CPXL18.IESW	Year 2	\$ 2070.73	Year 5	\$	Load Test \$ 1440.17
			Year 3	\$ 2070.73	Year 6	\$	
Pump Station, 701 SE Magazine Road			Inspection Costs			Extra Costs	
Cummins Generator	500FDC3036	#DN-92324-12/26	Year 1	\$ 1362.83	Year 4	\$	Battery Replacement \$ 779.13
Cummins Engine	B12-500-GS	#10522017	Year 2	\$ 1362.83	Year 5	\$	Load Test \$ 759.52
			Year 3	\$ 1362.83	Year 6	\$	
Pump Station, 6384 NE 22nd Street			Inspection Costs			Extra Costs	
Onan Generator	250GENSET		Year 1	\$ 1161.06	Year 4	\$	Battery Replacement \$ 1667.02
Cummins Engine	NT-855-G3	#30309076	Year 2	\$ 1161.06	Year 5	\$	Load Test \$ 693.66
			Year 3	\$ 1161.06	Year 6	\$	
Saylor Creek Lift Station, 940 SW Ankeny Road			Inspection Costs			Extra Costs	
Onan Generator	5000DFY4XR/15Y25A	#0974863725	Year 1	\$ 1613.79	Year 4	\$	Battery Replacement \$ 942.27
Cummins Engine	VTA12-800-GS	#10445377	Year 2	\$ 1613.79	Year 5	\$	Load Test \$ 911.66
			Year 3	\$ 1613.79	Year 6	\$	
Public Service Building, 1210 NW Prairie Ridge Drive			Inspection Costs			Extra Costs	
Kohler Generator	125REOZJG	3366GMHH0010	Year 1	\$ 1026.79	Year 4	\$	Battery Replacement \$ 202.99
			Year 2	\$ 1026.79	Year 5	\$	Load Test \$ 661.52
			Year 3	\$ 1026.79	Year 6	\$	
TOTAL YEAR 1-3:			\$ 47,396.25	TOTAL YEAR 4-6:		\$	Total Extra Costs: \$ 17,862.94

Initial Here

W3

Pricing - Hourly labor rates (does *not* include inspections)

- ✓ For corrective action on inspection findings
- ✓ For repairs (as-needed basis) throughout the initial contract term
- ✓ Extra charges will not be allowed for delivery, mileage or travel time

Standard hourly rate..... \$ 171.00

List days/hours for standard rate M-F 7:30 AM TO 3:30 PM

Overtime hourly rate..... \$ 256.50

List days/hours for overtime rate AFTER 3:30 PM M-F PLUS SAT

Double-time hourly rate..... \$ 342

List days/hours for double time rate SUNDAYS AND HOLIDAY'S

Does your company have a minimum service call charge for visits that do not exceed one hour?

☒ Yes

☐ No

If yes, please state the amount. (Cannot exceed hourly rate)...

\$ 4 HOUR MINIMM AT APPLICABLE RATE

Mark-up on parts.....

25% %

Does your company have the ability to provide emergency response 24/7, including being able to provide a back-up generator and cables, if needed?

☒ Yes

☒ No

CUMMINS PARTNERS WITH UNITED RENTALS TO MEET CUSTOMER NEEDS.

Cummins Sales and Service

Company Name

5/25/2023

Date

Authorized Signature

Signature Page

The undersigned bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that he/she agrees:

- To fulfill the obligations contained herein accordance with all instructions, terms, conditions and specifications set forth;
- To furnish all required services and pay all incidental costs in strict conformity with these documents for the stated prices as payment in full;
- To hold this bid open for 120 days after bid opening;

Submitting Firm: Cummins Sales and Service

Address: 1680 NE 51st Ave, Des Moines, IA 50313

Authorized Representative (print): Will Siebels Title: Planned Maintenance Sales

Authorized Signature: 

Date: 5/25/2023 5/25/2023 Email: will.c.siebels@cummins.com

Phone: 319-893-3542 Fax: _____

REFERENCES

List at least three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scope and size. (Include firm, contact person, phone number and email)

(1) Lightedge Solutions

Kurt Atha

katha@lightedge.com

(2) US Water Corp-City of Fort Dodge

Travis Pender

tpender@uswatercorp.net

(3) City of Coralville

David Clark

Dclark@coralville.org

Exceptions/Deviations to this Request for Proposal shall be noted below. If adequate space is not provided, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "None" in the space below.

Cummins reserves the right to ammend the terms and conditions with approval from customer upon award.

Completed COI with the City of Ankeny listed as additionally insured will be provided upon award.

Pricing is based on a discount through the Sourcewell State of Iowa Participating Addendum.

Air filters are not included in this pricin. Air filters will be replaced as needed at time and materials.

Renewal option years 4-6 will be provided after the initial 3 year term.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2022

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

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

PRODUCER Aon Risk Services Central Inc. 200 E Randolph St. Chicago, IL 60601	CONTACT NAME: A. I. King Insurance Agency, Inc. PHONE (A/C, No, Ext): 317-841-6004 FAX (A/C, No): E-MAIL ADDRESS: cummins@aikinginsurance.com
INSURED Cummins Inc. 500 Jackson Street Mail Code 91676 Columbus IN 47201-6258	INSURER(S) AFFORDING COVERAGE INSURER A : Swiss Re Corp Solutions Elite Ins Corp 29700 INSURER B : Old Republic Insurance Company 24147 INSURER C : Allianz Global Risks US Insurance Co 35300 INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 69343057

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒		CGP0000001-02	8/1/2022	8/1/2023	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒		MWTB 317015 22	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Phy Damage \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	☒	☒	CGU0000001-02	8/1/2022	8/1/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒	N/A	MWC 314311-21	12/1/2021	12/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
B	Excess Auto Liability			MWZX 317016 22	8/1/2022	8/1/2023	Limit \$13,000,000
C	Excess Liability			USL02306022	8/1/2022	8/1/2023	Limit \$10,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

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

AUTHORIZED REPRESENTATIVE

Al King

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LETTER OF AGREEMENT FOR GENERATOR MAINTENANCE SERVICES

This Agreement is to be effective on the 20th day of June, 2023, by and between Cummins Inc., 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 maintenance services for generators which are located at various municipal buildings in Ankeny.

Term of Contract:

- The term of the contract is one (3) years, June 20, 2023 through June 19, 2026.
- Pricing will remain unchanged through June 19, 2023.
- The City and the Contractor may renew the original contract for three (3) additional one-year time periods by mutual agreement.

Contract Documents: The Agreement consists of the following contract documents, which by this reference are incorporated herein:

- A. This signed Letter of Agreement;
- B. The Request for Bid document Generator Maintenance Services, dated May 10, 2023;
- C. The bid submitted by the Contractor (signed by Will Siebels), dated May 25, 2023

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 30 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

Cummins Inc.

By: Cummins Central Power, LLC Representative

Date



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certified lists

June 19, 2023

To: The Honorable Mark Holm, Mayor, and City Council Members

From: Civil Service Commission

At the June 12, 2023, meeting of the Civil Service Commission, the following applicants were certified eligible for appointment, subject to passing all other requirements.

Police Officer – Police Department:

RANK	LAST NAME	FIRST NAME
1	Barton	Matthew
2	Williams	Jennifer
3	Howe	Kyle
4	Langley	Kyle
5	Sydney	Kellan
6	Deever	Jeremiah
7	Rezkalla	Daniel

The following employees were certified for promotion, subject to passing all other requirements.

Police Sergeant – Police Department:

Ranking	Officer
1	Schumacher, David
2	Howe, Ryan
3	Braun, Stephanie
4	Townsend, Ted
5	Schimanek, Nathan
6	Muhlbauer, Brock
7	Arendse, Ryan

Utilities Operator III-Wastewater – Municipal Utilities

Ranking	Employee
1	Bryant, Ken

Respectfully submitted,

Dawn Gean

Dawn Gean, Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a public sidewalk easement associated with the development of Lot 3, The District at Prairie Trail Plat 13.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Public Sidewalk Easement

RESOLUTION

**RESOLUTION ACCEPTING A PUBLIC SIDEWALK EASEMENT ASSOCIATED
WITH THE DEVELOPMENT OF
LOT 3, THE DISTRICT AT PRAIRIE TRAIL PLAT 13**

WHEREAS, the City Council approved The District at Prairie Trail Plat 13 final plat on February 6, 2023;

WHEREAS, a Public Sidewalk Easement associated with the development of Lot 3, The District at Prairie Trail Plat 13, as shown on the attached Easement Plat, has been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Public Sidewalk Easement associated with the development of Lot 3, The District at Prairie Trail Plat 13 is hereby accepted.

PASSED AND APPROVED this 19th day of June, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Adam Schoeppner Nilles Associates, Inc. 1933 SW Magazine Rd Ankeny, Iowa 50023 Phone: 515 965-0123

PUBLIC SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, DRA Properties, LC, an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, 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 Sidewalk

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 7th day of June, 2023.

Grantor:

By: Ashley Johnson

Name: Ashley Johnson

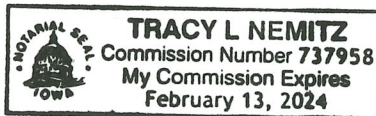
Title: COO

Company: DRA Properties, LC

STATE OF IOWA, COUNTY OF POLK, ss:

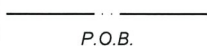
On this 7th day of June, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Ashley Johnson, to me personally known, who being by me duly sworn, did say that she is the COO, executing the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed of DRA Properties, LC, by it and by his voluntarily executed.

Tracy L Nemitz
Notary Public in and for the State of Iowa



LEGEND

SUBJECT EASEMENT AREA



EXISTING BOUNDARY LINE

P.O.B.

POINT OF BEGINNING

EXHIBIT A

NORTH



SCALE

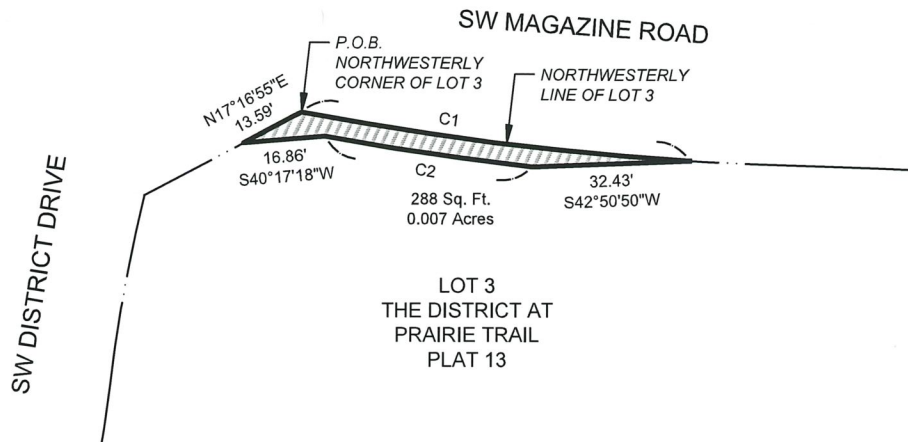
PREPARED FORCITY OF ANKENY
220 WEST 1ST STREET
ANKENY, IOWA 50023**PROPRIETOR**DRA PROPERTIES, LC
1525 NE 36TH STREET
ANKENY, IOWA 50021**SUBJECT PROPERTY LEGAL DESCRIPTION**

LOT 3, THE DISTRICT AT PRAIRIE TRAIL PLAT 13, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF PROPOSED EASEMENT

THAT PART OF LOT 3, THE DISTRICT AT PRAIRIE TRAIL PLAT 13, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTHEASTERLY 80.67 FEET ALONG A CURVE TO THE LEFT, ALONG THE NORTHWESTERLY LINE OF SAID LOT 3, HAVING A RADIUS OF 655.00 FEET, A DELTA ANGLE OF 07° 03' 24" AND A CHORD DISTANCE OF 80.62 FEET WHICH BEARS NORTH 52 DEGREES 03 MINUTES 18 SECONDS EAST; THENCE SOUTH 42 DEGREES 50 MINUTES 50 SECONDS WEST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 32.43 FEET; THENCE 43.28 FEET ALONG A CURVE TO THE RIGHT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 659.00 FEET, A DELTA ANGLE OF 03° 45' 47" AND A CHORD DISTANCE OF 43.27 FEET WHICH BEARS SOUTH 53 DEGREES 12 MINUTES 54 SECONDS WEST; THENCE SOUTH 40 DEGREES 17 MINUTES 18 SECONDS WEST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 16.86 FEET; THENCE NORTH 17 DEGREES 16 MINUTES 55 SECONDS EAST, A DISTANCE OF 13.59 FEET, TO THE POINT OF BEGINNING.

**CURVE TABLE**

Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	80.67'	655.00'	7°03'24"	80.62'	N52°03'18"E
C2	43.28'	659.00'	3°45'47"	43.27'	N53°12'54"E

1933 SW MAGAZINE RD
ANKENY, IOWA
50023-2505
(515) 965-0123 phone
(515) 965-3322 fax
www.nilesinc.com

PROJECT:

PUBLIC SIDEWALK EASEMENT

LOCATION:

ANKENY, IOWA

NAI No.:

23025

DRAWN BY:

JHP

DWG No.:

1/1

DATE:

05/10/2023

CHECKED BY:

ADS

SHEET TITLE:

EX-1



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a public sidewalk easement associated with the development of Lot 2, The District at Prairie Trail 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
 Public Sidewalk Easement

RESOLUTION

RESOLUTION ACCEPTING A PUBLIC SIDEWALK EASEMENT ASSOCIATED WITH THE DEVELOPMENT OF LOT 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 5

WHEREAS, the City Council approved The District at Prairie Trail Plat 5 final plat on August 1, 2016;

WHEREAS, a Public Sidewalk Easement associated with the development of Lot 2, The District at Prairie Trail Plat 5, as shown on the attached Easement Plat, has been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Public Sidewalk Easement associated with the development of Lot 2, The District at Prairie Trail Plat 5 is hereby accepted.

PASSED AND APPROVED this 19th day of June, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Adam Schoeppner Nilles Associates, Inc. 1933 SW Magazine Rd Ankeny, Iowa 50023 Phone: 515 965-0123

PUBLIC SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Ankeny 12, 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 Sidewalk

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 7th day of June, 2023.

Grantor:

By: Tara Meredith

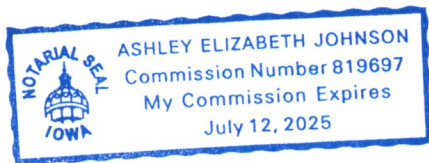
Name: Tara Meredith

Title: Secretary

Company: Ankeny 12, LLC

STATE OF IOWA, COUNTY OF POLK, ss:

On this 7th day of June, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Tara Meredith, to me personally known, who being by me duly sworn, did say that they are the Secretary, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of Ankeny 12, LLC, by it and by is voluntarily executed.



Ashley Elizabeth Johnson
Notary Public in and for the State of Iowa

LEGEND

SUBJECT EASEMENT AREA



EXISTING BOUNDARY LINE

P.O.B.

POINT OF BEGINNING

PREPARED FOR

CITY OF ANKENY
220 WEST 1ST STREET
ANKENY, IOWA 50023

PROPRIETOR

ANKENY 12, LLC
1525 NE 36TH STREET
ANKENY, IOWA 50021

EXHIBIT A

NORTH



SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

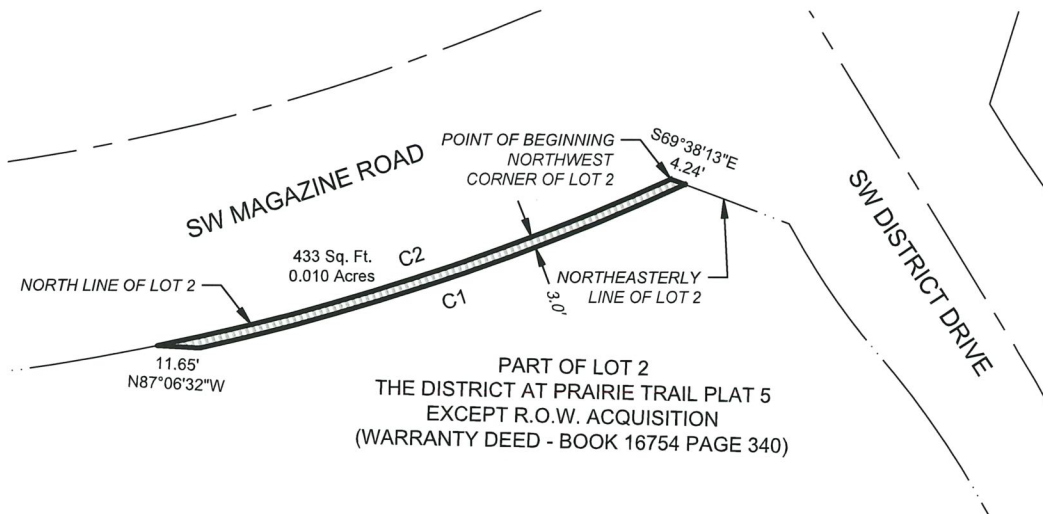
LOT 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 5, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, EXCEPT R.O.W. ACQUISITION FILED AS WARRANTY DEED IN BOOK 16754, PAGE 340.

DESCRIPTION OF PROPOSED EASEMENT

THAT PART OF LOT 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 5, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 69° 38' 13" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 4.24 FEET; THENCE 140.73 FEET ALONG A CURVE TO THE RIGHT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 658.00 FEET, A DELTA ANGLE OF 12° 15' 15" AND A CHORD DISTANCE OF 140.46 FEET WHICH BEARS SOUTH 71° 20' 57" WEST; THENCE NORTH 87° 06' 32" WEST, A DISTANCE OF 11.65 FEET, TO THE NORTH LINE OF SAID LOT 2; THENCE 148.33 FEET ALONG A CURVE TO THE LEFT, ALONG SAID NORTH LINE OF LOT 2, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 655.00 FEET, A DELTA ANGLE OF 12° 58' 29" AND A CHORD DISTANCE OF 148.01 FEET WHICH BEARS NORTH 71° 58' 17" EAST; TO THE POINT OF BEGINNING.

CONTAINING .010 ACRES (433 SQUARE FEET), MORE OR LESS.

**CURVE TABLE**

Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	140.73'	658.00'	12°15'15"	140.46'	S71°20'57"W
C2	148.33'	655.00'	12°58'29"	148.01'	N71°58'17"E



1933 SW MAGAZINE RD
ANKENY, IOWA
50023-2555
(619) 965-0123 phone
(619) 965-3322 fax
www.nilesinc.com

PROJECT:

PUBLIC SIDEWALK EASEMENT

LOCATION:

ANKENY, IOWA

NAI No.:

23010

DRAWN BY:

JHP

DWG No.:

1/1

DATE:

05/23/2023

CHECKED BY:

ADS

SHEET TITLE:

EX-1



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a public sanitary sewer easement associated with the development of Outlot R, Vintage Business Park at Prairie Trail Plat 13.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Public Sanitary Sewer Easement

RESOLUTION

**RESOLUTION ACCEPTING A PUBLIC SANITARY SEWER EASEMENT
ASSOCIATED WITH THE DEVELOPMENT OF
OUTLOT R, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 13**

WHEREAS, the City Council approved Vintage Business Park at Prairie Trail Plat 13 final plat on February 20, 2023;

WHEREAS, a Public Sanitary Sewer Easement associated with the development of Outlot R, Vintage Business Park at Prairie Trail Plat 13, as shown on the attached Easement Plat, has been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Public Sanitary Sewer Easement associated with the development of Outlot R, Vintage Business Park at Prairie Trail Plat 13 is hereby accepted.

PASSED AND APPROVED this 19th day of June, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Tharen Helgerson Nilles Associates, Inc. 1933 SW Magazine Road Ankeny, Iowa 50023 Phone: 515 965-0123

PUBLIC SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, DRA PROPERTIES, LC, 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:

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 Sanitary Sewer

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

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

Signed this 12th day of April, 2023.

Grantor:

By: Tara Meredith

Name: Tara Meredith

Title: Secretary

Company: DRA Properties, LC

STATE OF IOWA, COUNTY OF POLK, ss:

On this 12th day of April, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Tara Meredith, to me personally known, who being by me duly sworn, did say that she is the Secretary, executing the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed of the DRA Properties, LC, by it and by her voluntarily executed.



Ashley Elizabeth Johnson
Notary Public in and for the State of Iowa

EXHIBIT "A"

PROPRIETOR & REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1515 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

LEGEND



Subject easement area
Existing boundary line

SUBJECT PROPERTY LEGAL DESCRIPTION

Outlot R, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 13, an official plat, located in the City of Ankeny, Polk County, Iowa.

DESCRIPTION OF PROPOSED PERMANENT EASEMENT

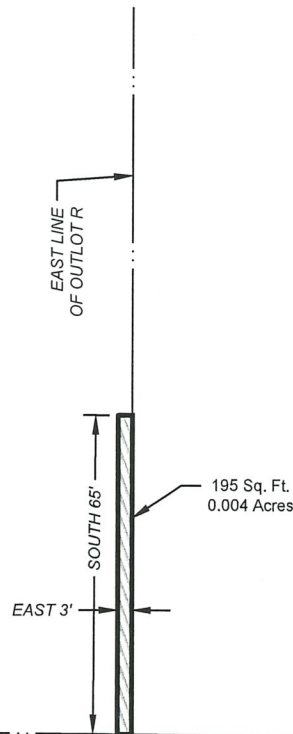
The east 3 feet of the south 65 feet of Outlot R, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 13, an official plat, located in the City of Ankeny, Polk County, Iowa.

Containing 0.004 acres (195 square feet) more or less.



OUTLOT R
VINTAGE
BUSINESS
PARK AT
PRAIRIE TRAIL
PLAT 13

LOT 1
VINTAGE
BUSINESS
PARK AT
PRAIRIE TRAIL
PLAT 11



SOUTH LINE
OF OUTLOT R

SW VINTAGE PARKWAY



1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nilesinc.com

PROJECT:

PERMANENT EASEMENT

LOCATION:

ANKENY, IOWA

NAI No.:
23028

DRAWN BY:
TJH

DWG No.:
1/1

DATE:
03/31/23

CHECKED BY:
ADS

SHEET TITLE:
SSWR



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a public water main easement associated with the development of Lot 7 and Outlot R, Vintage Business Park at Prairie Trail Plat 13.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Public Water Main Easement

RESOLUTION

**RESOLUTION ACCEPTING A PUBLIC WATER MAIN EASEMENT ASSOCIATED
WITH THE DEVELOPMENT OF
LOT 7 AND OUTLOT R, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 13**

WHEREAS, the City Council approved Vintage Business Park at Prairie Trail Plat 13 final plat on February 20, 2023;

WHEREAS, a Public Water Main Easement associated with the development of Lot 7 and Outlot R, Vintage Business Park at Prairie Trail Plat 13, as shown on the attached Easement Plat, has been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Public Water Main Easement associated with the development of Lot 7 and Outlot R, Vintage Business Park at Prairie Trail Plat 13 is hereby accepted.

PASSED AND APPROVED this 19th day of June, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Tharen Helgersen Nilles Associates, Inc. 1933 SW Magazine Road Ankeny, Iowa 50023 Phone: 515 965-0123

PUBLIC WATER MAIN EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, DRA PROPERTIES, LC, 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:

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 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 (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

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

Signed this 12th day of April, 2023.

Grantor:

By: Tara Meredith

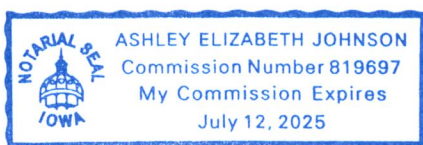
Name: Tara Meredith

Title: Secretary

Company: DRA Properties, LC

STATE OF IOWA, COUNTY OF POLK, ss:

On this 12th day of April, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Tara Meredith, to me personally known, who being by me duly sworn, did say that she is the Secretary, executing the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed of the DRA Properties, LC, by it and by her voluntarily executed.



Ashley Elizabeth Johnson
Notary Public in and for the State of Iowa

EXHIBIT "A"

PROPRIETOR & REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1515 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

LEGEND

P.O.B.	Point of Beginning
W.E.	Water main easement
	Subject easement area
	Existing boundary line
	Existing easement line

SUBJECT PROPERTY LEGAL DESCRIPTION

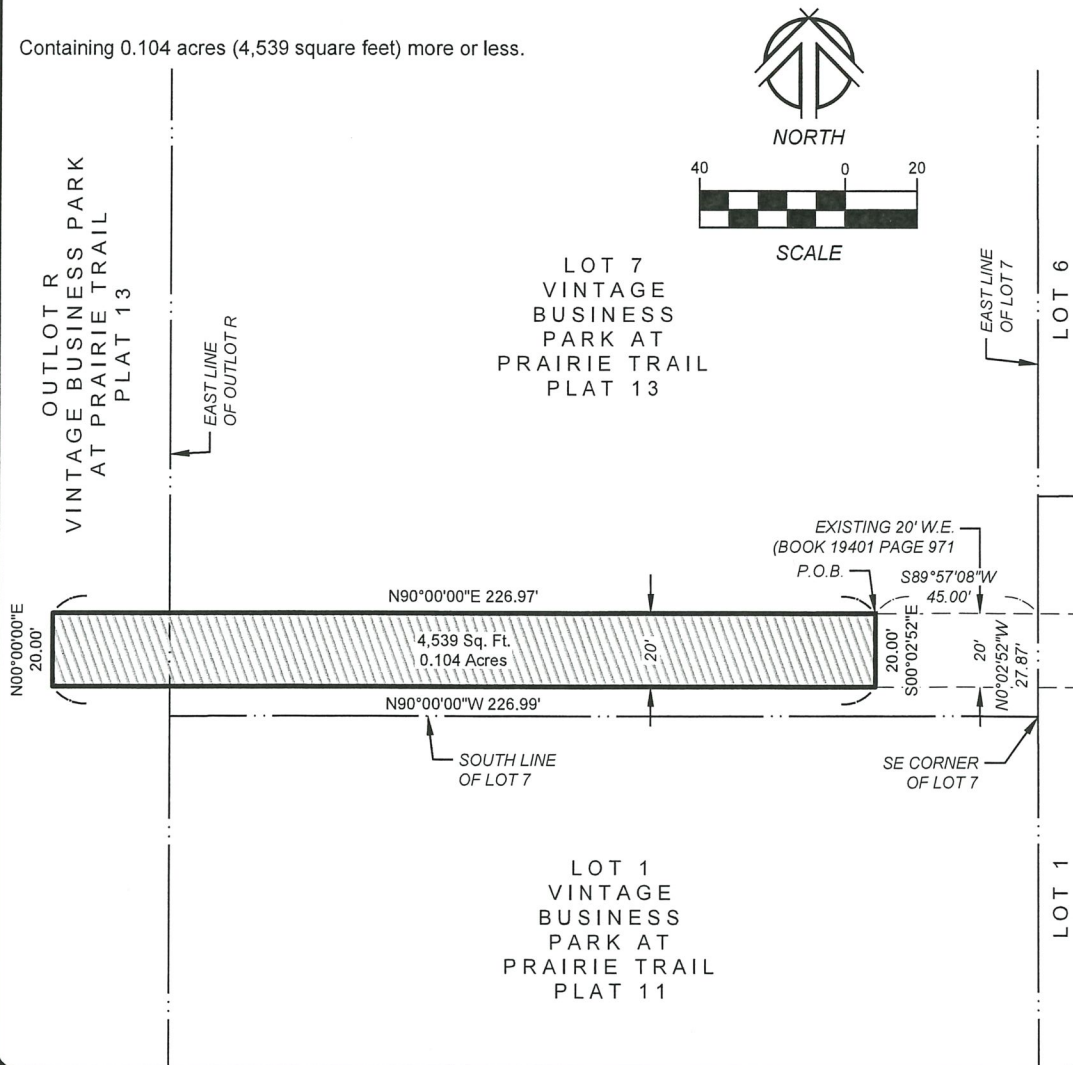
Lot 7 and Outlot R, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 13, an official plat, located in the City of Ankeny, Polk County, Iowa.

DESCRIPTION OF PROPOSED PERMANENT EASEMENT

That part of Lot 7 and Outlot R, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 13, an official plat, located in the City of Ankeny, Polk County, Iowa, being more particularly described as follows:

Commencing at the southeast corner of said Lot 7; thence North 0 degrees 02 minutes 52 seconds West, a distance of 27.87 feet; thence South 89 degrees 57 minutes 08 seconds West, a distance of 45.00 feet, to the Point of Beginning; thence South 00 degrees 02 minutes 52 seconds East, a distance of 20.00 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 226.99 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 20.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 226.97 feet, to the Point of Beginning.

Containing 0.104 acres (4,539 square feet) more or less.



1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nilesinc.com

PROJECT: PERMANENT EASEMENT
LOCATION: ANKENY, IOWA

NAI No.: 23028	DRAWN BY: TJH	DWG No.: 1/1
DATE: 03/31/23	CHECKED BY: ADS	SHEET TITLE: WATR



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a public sanitary sewer easement associated with the development of Lot 1, Vintage Business Park at Prairie Trail Plat 11.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Public Sanitary Sewer Easement

RESOLUTION

**RESOLUTION ACCEPTING A PUBLIC SANITARY SEWER EASEMENT
ASSOCIATED WITH THE DEVELOPMENT OF
LOT 1, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 11**

WHEREAS, the City Council approved Vintage Business Park at Prairie Trail Plat 11 final plat on May 16, 2022;

WHEREAS, a Public Sanitary Sewer Easement associated with the development of Lot 1, Vintage Business Park at Prairie Trail Plat 11, as shown on the attached Easement Plat, has been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Public Sanitary Sewer Easement associated with the development of Lot 1, Vintage Business Park at Prairie Trail Plat 11 is hereby accepted.

PASSED AND APPROVED this 19th day of June, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Tharen Helgerson Nilles Associates, Inc. 1933 SW Magazine Road Ankeny, Iowa 50023 Phone: 515 965-0123

PUBLIC SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, LABOUNTY PROPERTIES, 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 Sanitary Sewer

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, 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 12 day of June, 2023.

Grantor: LABOUNTY PROPERTIES, L.L.C.

By: [Signature]

Name: Michael LaBounty

Title: Manager

Company: LABOUNTY PROPERTIES, L.L.C.,

STATE OF IOWA, COUNTY OF POLK, ss:

On this 12 day of June, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Michael LaBounty, to me personally known, who being by me duly sworn, did say that he is the Manager, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the LABOUNTY PROPERTIES, L.L.C. by it and by his voluntarily executed.

[Signature]
Notary Public in and for the State of Iowa

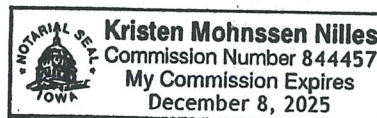


EXHIBIT "A"

REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1515 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

LEGEND



Subject easement area
Existing boundary line

PROPRIETOR

LaBounty Properties, L.L.C.
614 NW 126th Avenue
Slater, IA 50244

SUBJECT PROPERTY LEGAL DESCRIPTION

Lot 1, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 11, an official plat, located in the City of Ankeny, Polk County, Iowa.

DESCRIPTION OF PROPOSED PERMANENT EASEMENT

The west 27 feet of the south 65 feet of Lot 1, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 11, an official plat, located in the City of Ankeny, Polk County, Iowa.

Containing 0.040 acres (1,755 square feet) more or less.



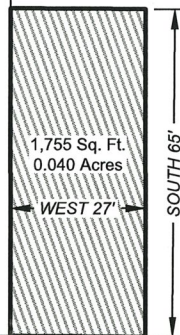
NORTH



SCALE

OUTLOT R
VINTAGE
BUSINESS
PARK AT
PRAIRIE TRAIL
PLAT 13

WEST LINE
OF LOT 1



LOT 1
VINTAGE
BUSINESS
PARK AT
PRAIRIE TRAIL
PLAT 11

SOUTH LINE
OF LOT 1

SW VINTAGE PARKWAY



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

2022 Native Vegetation Maintenance: Consider motion to approve: a) Final Change Order #5 decreasing the contract amount by \$1,340.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with RedBud LLC in the amount of \$37,385.00; and d) Final Payment #7 in the amount of \$3,172.05 / Release of Retainage in the amount of \$1,869.25.

EXECUTIVE SUMMARY:

The actions before the council are the approval of the final Change Order, the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to RedBud LLC on the 2022 Native Vegetation Maintenance project.

The 2022 Native Vegetation Maintenance 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. Approval of Final Change Order #5 decreasing the contract amount by \$1,340.00

2. 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 \$37,385.00.

3. Resolution accepting the public improvements: This resolution approves and adopts the engineer's Certificate of Completion on the 2022 Native Vegetation Maintenance project and establishes the final contract amount to be \$37,385.00.

4. Final Payment: RedBud LLC = \$3,172.05

Retainage Payment: RedBud LLC = \$1,869.25

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 Stormwater Administration Land and Tree Services funds.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Approve Final Change Order #5 decreasing the contract amount by \$1,340.00;
2. Accept the Certificate of Completion from the project engineer for the 2022 Native Vegetation Maintenance project;
3. Adopt the Resolution accepting the 2022 Native Vegetation Maintenance project with RedBud, LLC in the final contract amount of \$37,385.00; and
4. Authorize final payment to RedBud, LLC in the amount of \$3,172.05 and release of retainage payment in the amount of \$1,869.25 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 3, 2022: Council approved construction contract.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Certificate of Completion](#)

 [Payment Application No 7](#)

 [Change Order No 5](#)

 [Resolution](#)

CERTIFICATE OF COMPLETION

2022 Native Vegetation Maintenance Project

Ankeny, Iowa

June 19, 2023

This is to certify that the construction improvements on the *2022 Native Vegetation Maintenance* project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$37,385.00**. I hereby recommend acceptance of the project.

Respectfully submitted,



*Rebecca L. Ford, PE, CFM
Stormwater & Environmental Manager
City of Ankeny
Iowa License Number 19717*

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 19, 2023 PAYMENT REQUEST # 7 (FINAL)
PAYMENT PERIOD: From: November 1, 2022 Through: June 8, 2023

Contract Summary

Original Contract Amount:	\$	27,195.00	
Net change by Change Orders:	\$	10,190.00	
Contract Amount to Date: (line 1 ± 2)	\$	37,385.00	
Total completed and stored to date:	\$	37,385.00	
Retainage: 5 % of Completed Work:	\$	1,869.25	
Total Earned less Retainage:	\$	35,515.75	
Less previous applications for payment:	\$	32,343.70	
SUBTOTAL	\$		3,172.05

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,172.05

Balance to finish, including retainage: \$ 1,869.25

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: 6/8/2023

Engineer / Consultant Approval: [Signature]

Signature: Becky Ford Date: 06/9/2023

City of Ankeny Staff Approval:

Signature: Becky Ford Date: 06/9/2023

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

E-mail: bford@AnkenyIowa.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
1.1	SWI Magazine Bioswales													
1.1	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	4		4.00	\$ 120.00	\$ 480.00		\$ -	4.00	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		\$ -	900.00	900.00	\$ 5,400.00	0.00	100.00%
1.3	TRIM AROUND BIOSWALES	EA.	24	(24.00)	0.00	\$ 45.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
1.4	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	4		4.00	\$ 120.00	\$ 480.00		\$ -	4.00	4.00	\$ 480.00	0.00	100.00%
2.1	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 SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	3.4		3.40	\$ 120.00	\$ 408.00		\$ -	3.40	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		\$ -	3.40	3.40	\$ 697.00	0.00	100.00%
2.4	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	EA.	200		200.00	\$ 6.00	\$ 1,200.00		\$ -	200.00	200.00	\$ 1,200.00	0.00	100.00%
2.5	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	3.4		3.40	\$ 120.00	\$ 408.00		\$ -	3.40	3.40	\$ 408.00	0.00	100.00%
2.6	TRIM AROUND BIOSWALES	EA.	15		15.00	\$ 45.00	\$ 675.00	5.00	\$ 225.00	10.00	15.00	\$ 675.00	0.00	100.00%
3.1	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 SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	1.7		1.70	\$ 120.00	\$ 204.00		\$ -	1.70	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		\$ -	1.70	1.70	\$ 348.50	0.00	100.00%
3.4	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	EA.	100		100.00	\$ 6.00	\$ 600.00		\$ -	100.00	100.00	\$ 600.00	0.00	100.00%
3.5	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	1.7		1.70	\$ 120.00	\$ 204.00		\$ -	1.70	1.70	\$ 204.00	0.00	100.00%
3.6	TRIM AROUND BIOSWALES	EA.	3	(3.00)	0.00	\$ 45.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.1	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 SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	5.2		5.20	\$ 120.00	\$ 624.00		\$ -	5.20	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		\$ -	5.20	5.20	\$ 1,066.00	0.00	100.00%
4.4	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	EA.	310		310.00	\$ 6.00	\$ 1,860.00		\$ -	310.00	310.00	\$ 1,860.00	0.00	100.00%
4.5	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	5.2		5.20	\$ 120.00	\$ 624.00		\$ -	5.20	5.20	\$ 624.00	0.00	100.00%
4.6	TRIM AROUND BIOSWALES	EA.	12		12.00	\$ 45.00	\$ 540.00	4.00	\$ 180.00	8.00	12.00	\$ 540.00	0.00	100.00%
5.1	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 SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	AC.	1.2		1.20	\$ 650.00	\$ 780.00		\$ -	1.20	1.20	\$ 780.00	0.00	100.00%
5.3	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	AC.	1.2		1.20	\$ 650.00	\$ 780.00		\$ -	1.20	1.20	\$ 780.00	0.00	100.00%
6.1	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		\$ -	1.20	1.20	\$ 246.00	0.00	100.00%
6.3	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	1.2		1.20	\$ 120.00	\$ 144.00		\$ -	1.20	1.20	\$ 144.00	0.00	100.00%
6.4	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	1.2		1.20	\$ 120.00	\$ 144.00		\$ -	1.20	1.20	\$ 144.00	0.00	100.00%
7.1	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		\$ -	5.00	5.00	\$ 1,025.00	0.00	100.00%
7.3	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	5		5.00	\$ 120.00	\$ 600.00		\$ -	5.00	5.00	\$ 600.00	0.00	100.00%
7.4	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	5		5.00	\$ 120.00	\$ 600.00		\$ -	5.00	5.00	\$ 600.00	0.00	100.00%
7.5	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	EA.	120		120.00	\$ 6.00	\$ 720.00		\$ -	120.00	120.00	\$ 720.00	0.00	100.00%
7.6	TRIM AROUND PLANTING BEDS	EA.	24	(24.00)	0.00	\$ 45.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.1	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	1.00	\$ 325.00	0.00	100.00%

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
12.3	Deer Creek - Fall Spot Spray	LS		1.00	1.00	\$ 325.00	\$ 325.00	1.00	\$ -	1.00	1.00	\$ 325.00	0.00	100.00%
12.4	PSB - Late Spring Mow	LS		1.00	1.00	\$ 250.00	\$ 250.00	1.00	\$ 250.00		1.00	\$ 250.00	0.00	100.00%
12.5	PSB - Summer Spot Spray	LS		1.00	1.00	\$ 180.00	\$ 180.00	1.00	\$ 180.00		1.00	\$ 180.00	0.00	100.00%
12.6	PSB - Fall Spot Spray	LS		1.00	1.00	\$ 180.00	\$ 180.00	1.00	\$ 180.00		1.00	\$ 180.00	0.00	100.00%
12.7	PSB - Fall Over Seed	LS		1.00	1.00	\$ 975.00	\$ 975.00	1.00	\$ 975.00		1.00	\$ 975.00	0.00	100.00%
12.8	Summerbrook 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	Summerbrook Park - Spring Spot Spray	LS		1.00	1.00	\$ 165.00	\$ 165.00		\$ -	1.00	1.00	\$ 165.00	0.00	100.00%
12.10	Summerbrook Park - Plants	Ea.		25.00	25.00	\$ 6.00	\$ 150.00		\$ -	25.00	25.00	\$ 150.00	0.00	100.00%
12.11	Summerbrook Park - Fall Spot Spray	LS		1.00	1.00	\$ 165.00	\$ 165.00		\$ -	1.00	1.00	\$ 165.00	0.00	100.00%
12.12	Summerbrook 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 & Irvinedale 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 & Irvinedale Bioswale - Spring Spot Spray	LS		1.00	1.00	\$ 65.00	\$ 65.00		\$ -	1.00	1.00	\$ 65.00	0.00	100.00%
12.15	W. First St & Irvinedale Bioswale - Spring Mow	LS		1.00	1.00	\$ 100.00	\$ 100.00		\$ -	1.00	1.00	\$ 100.00	0.00	100.00%
12.16	W. First St & Irvinedale Bioswale - Plants	Ea.		20.00	20.00	\$ 6.00	\$ 120.00		\$ -	20.00	20.00	\$ 120.00	0.00	100.00%
12.17	W. First St & Irvinedale Bioswale - Fall Spot Spray	LS		1.00	1.00	\$ 65.00	\$ 65.00		\$ -	1.00	1.00	\$ 65.00	0.00	100.00%
12.18	W. First St & Irvinedale Bioswale - Trim Around	Ea.		3.00	3.00	\$ 45.00	\$ 135.00	1.00	\$ 45.00	2.00	3.00	\$ 135.00	0.00	100.00%
12.19	SW Magazine Bioswales - Mowing	1000 SF		4.00	4.00	\$ 205.00	\$ 820.00		\$ -	4.00	4.00	\$ 820.00	0.00	100.00%
12.20	SW Magazine Bioswales - Rotofill	SF		4,000.00	4,000.00	\$ 0.25	\$ 1,000.00		\$ -	4,000.00	4,000.00	\$ 1,000.00	0.00	100.00%
12.21	SW Magazine Bioswales - Mulch	SF		4,000.00	4,000.00	\$ 0.82	\$ 3,280.00		\$ -	4,000.00	4,000.00	\$ 3,280.00	0.00	100.00%
12.22	SW Magazine Bioswales - Straw Blanket	SF		4,000.00	4,000.00	\$ 0.20	\$ 800.00		\$ -	4,000.00	4,000.00	\$ 800.00	0.00	100.00%
12.23	SW Magazine Bioswales - Excavate & Repair	LS		0.00	0.00	\$ 1,000.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.24	SW Magazine Bioswales - Chemical & Hand weeding	LS		1.00	1.00	\$ 875.00	\$ 875.00		\$ -	1.00	1.00	\$ 875.00	0.00	100.00%
12.25	SW Magazine Bioswales - Additional Plugs	Ea.		180.00	180.00	\$ 6.00	\$ 1,080.00		\$ -	180.00	180.00	\$ 1,080.00	0.00	100.00%
TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK									PAY PERIOD = \$ 2,035.00		COMPLETED = \$ 37,385.00			100.00%
									CONTRACT = \$ 37,385.00					

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 18, 2022	\$ 5,198.88
2	June 20, 2022	\$ 3,605.25
3	September 6, 2022	\$ 12,045.43
4	September 19, 2022	\$ 4,524.37
5	October 17, 2022	\$ 5,036.52
6	November 21, 2022	\$ 1,933.25
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 32,343.70

Record of Change Orders

No.	Date	Amount
1	April 18, 2022	\$ 4,630.00
2	June 20, 2022	\$ 6,900.00
3	September 19, 2022	\$ -
4	October 17, 2022	\$ -
5	June 19, 2023	\$ (1,340.00)
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CHANGE ORDER TOTAL = \$ 10,190.00

Contract 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

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 19, 2023

To finalize quantities

[illegible]

Change Order Number: <u>5</u> makes the following adjustments to the Contract:	\$ (1,340.00)
--	---------------

Contractor Accepted: RedBud LLC

6/8/23

Signature: [Signature] Firm Name: RedBud LLC

Date: 6/8/23

Engineer Approved: Craig Ankney
Firm Name
Bachy Ford
Signature Date 08/09/2023

Owner Accepted: _____ City of Ankeny

Signature Title

Date

Attest for Owner:

_____ Signature	CITY CLERK _____ 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	September 19, 2022	\$ -
4	October 17, 2022	\$ -
5	June 19, 2023	\$ (1,340.00)
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Revised Contract Amount	\$ 37,385.00
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RESOLUTION

RESOLUTION ACCEPTING THE 2022 NATIVE VEGETATION MAINTENANCE PROJECT

WHEREAS, on the 3rd-day of January, 2022, the City of Ankeny entered into contract with RedBud LLC of Des Moines, Iowa for the construction of certain public improvements generally described as construction of the 2022 Native Vegetation Maintenance project; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract documents, as shown by the certificate of the Engineer filed with the Clerk on June 19, 2023.

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, that the public improvements are hereby approved and accepted as having been fully completed in accordance with the contract documents and the total final construction cost thereof is hereby determined to be \$37,385.00 as shown in the report of the Engineer.

PASSED AND APPROVED on this 19th day of June, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements for utilities (Sanitary Sewer) in Four Mile Distribution Center South.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion
 Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN FOUR MILE DISTRIBUTION CENTER FOR UTILITIES

WHEREAS, on the 7th day of February, 2022, the City of Ankeny, Iowa entered into a three-party contract with Elder Corporation, the Contractor, and Hubbell Realty Company, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2022-041; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on June 19th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 19th day of June, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

SE Four Mile Dr.

(Public Improvements associated with Four Mile Distribution Center South)

Ankeny, Iowa

June 19th, 2023

This is to certify that the construction improvements on the **SE Four Mile Dr.; Four Mile Distribution Center South** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



Dustin D. Creech, PE
Project Manager
Engineering Resource Group, Inc.
Iowa License Number IA 24933

ERG
ENGINEERING RESOURCE GROUP, INC.

ENGINEERS & SURVEYORS

PH. 515 / 288-4823

June 9, 2023

Mark Valmore, PE
Civil Engineer II

Municipal Utilities - Development Engineering
City of Ankeny Public Services Building
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Four Mile South (ERG Proj. # 21-019)
Public Improvement Acceptance - Letter of Assurance

Dear Mark,

On behalf of Four Mile Distribution I, LLC, we respectfully request acceptance of the public improvements for Lot 1 Four Mile Distribution Center Plat 1 and the sanitary sewer public improvements that extend to Lot 2 Four Mile Distribution Center Plat 1. This project was constructed in substantial conformance with the approved plans and specifications to the best of our knowledge. Engineering Resource Group, Inc. has provided the following documents for your review and file:

- Record Drawings with "As-Built" information
- Inspector Field Notes
- .xyz file for as-built shots

We ask that this request be placed on the City Council meeting agenda to consider acceptance of the aforementioned public improvements. Should you have any questions or concerns, feel free to contact us.

Sincerely,

Engineering Resource Group, Inc.


Dustin Creech, PE
Project Manager

Enc: See above



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements for paving in Four Mile Distribution Center South.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion
 Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN FOUR MILE DISTRIBUTION CENTER FOR PAVING

WHEREAS, on the 7th day of February, 2022, the City of Ankeny, Iowa entered into a three-party contract with Elder Corporation, the Contractor, and Hubbell Realty Company, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2022-042; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on June 19th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 19th day of June, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

SE Four Mile Dr.

(Public Improvements associated with Four Mile Distribution Center South)

Ankeny, Iowa

June 19th, 2023

This is to certify that the construction improvements on the **SE Four Mile Dr.; Four Mile Distribution Center South** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



Dustin D. Creech, PE
Project Manager
Engineering Resource Group, Inc.
Iowa License Number IA 24933

ERG
ENGINEERING RESOURCE GROUP, INC.

ENGINEERS & SURVEYORS

PH. 515 / 288-4823

June 9, 2023

Mark Valmore, PE
Civil Engineer II

Municipal Utilities - Development Engineering
City of Ankeny Public Services Building
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Four Mile South (ERG Proj. # 21-019)
Public Improvement Acceptance - Letter of Assurance

Dear Mark,

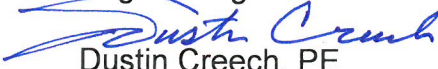
On behalf of Four Mile Distribution I, LLC, we respectfully request acceptance of the public improvements for Lot 1 Four Mile Distribution Center Plat 1 and the sanitary sewer public improvements that extend to Lot 2 Four Mile Distribution Center Plat 1. This project was constructed in substantial conformance with the approved plans and specifications to the best of our knowledge. Engineering Resource Group, Inc. has provided the following documents for your review and file:

- Record Drawings with "As-Built" information
- Inspector Field Notes
- .xyz file for as-built shots

We ask that this request be placed on the City Council meeting agenda to consider acceptance of the aforementioned public improvements. Should you have any questions or concerns, feel free to contact us.

Sincerely,

Engineering Resource Group, Inc.


Dustin Creech, PE
Project Manager

Enc: See above



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in Heritage Park at Prairie Trail Plat 3.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion
 Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN HERITAGE PARK AT PRAIRIE TRAIL PLAT 3 FOR UTILITIES

WHEREAS, on the 6th day of September, 2022, the City of Ankeny, Iowa entered into a three-party contract with McAninch Corporation, the Contractor, and Hubbell Land Development, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2022-404; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on June 19th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 19th day of June, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

HERITAGE PARK AT PRAIRIE TRAIL PLAT 3

Ankeny, Iowa

June 19, 2023

This is to certify that the construction improvements on the **Heritage at Prairie Trail Plat 3** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



Jake Nilles
P.E., C.P.E.S.C.
Nilles Associates, Inc.
Iowa License Number 26369

1933 SW Magazine RD
Ankeny, IA 50023-2555
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com

Engineering – Planning – Landscape Architecture – Surveying

June 19, 2023

City of Ankeny
Engineering Department
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

**RE: Public Improvements for Heritage Park at Prairie Trail Plat 3
NAI Project No. 22084**

We have previously submitted the following documents supporting the completion of public improvements associated with Heritage Park at Prairie Trail Plat 3:

1. Set of construction plans showing record drawing construction.
2. Construction Observer's daily record.
3. Documentation of required testing as per Contract Documents.

To the best of our knowledge, all work has been satisfactorily completed in compliance with the project Contract Documents and applicable specifications, unless noted otherwise within supporting documentation listed above.

Sincerely,



JAKE NILLES, PE, CPESC

NILLES ASSOCIATES, INC | PROJECT ENGINEER/MANAGER
www.nillesinc.com



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements for paving in Heritage Park at Prairie Trail Plat 3.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion
 Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN HERITAGE PARK AT PRAIRIE TRAIL PLAT 3 FOR PAVING

WHEREAS, on the 6th day of September, 2022, the City of Ankeny, Iowa entered into a three-party contract with Sternquist Construction, Inc., the Contractor, and Hubbell Land Development, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2022-405; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on June 19th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 19th day of June, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

HERITAGE PARK AT PRAIRIE TRAIL PLAT 3

Ankeny, Iowa

June 19, 2023

This is to certify that the construction improvements on the **Heritage at Prairie Trail Plat 3** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



Jake Nilles
P.E., C.P.E.S.C.
Nilles Associates, Inc.
Iowa License Number 26369

1933 SW Magazine RD
Ankeny, IA 50023-2555
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com

Engineering – Planning – Landscape Architecture – Surveying

June 19, 2023

City of Ankeny
Engineering Department
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

**RE: Public Improvements for Heritage Park at Prairie Trail Plat 3
NAI Project No. 22084**

We have previously submitted the following documents supporting the completion of public improvements associated with Heritage Park at Prairie Trail Plat 3:

1. Set of construction plans showing record drawing construction.
2. Construction Observer's daily record.
3. Documentation of required testing as per Contract Documents.

To the best of our knowledge, all work has been satisfactorily completed in compliance with the project Contract Documents and applicable specifications, unless noted otherwise within supporting documentation listed above.

Sincerely,



JAKE NILLES, PE, CPESC

NILLES ASSOCIATES, INC | PROJECT ENGINEER/MANAGER
www.nillesinc.com



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in The District at Prairie Trail Plat 12.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion
 Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN THE DISTRICT AT PRAIRIE TRAIL PLAT 12 FOR UTILITIES

WHEREAS, on the 7th day of March, 2022, the City of Ankeny, Iowa entered into a three-party contract with Team Excavating, Inc., the Contractor, and D.R.A. Properties, L.C., the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2022-110; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on June 19th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 19th day of June, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

THE DISTRICT AT PRAIRIE TRAIL PLAT 12

Ankeny, Iowa

June 19, 2023

This is to certify that the construction improvements on *The District At Prairie Trail Plat 12* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



Jake Nilles

P.E., C.P.E.S.C

Nilles Associates, Inc.

Iowa License Number 26369

1933 SW Magazine Road
Ankeny, IA 50023-2555
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com

Engineering – Planning – Landscape Architecture – Surveying

June 19, 2023

City of Ankeny
Engineering Department
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

**RE: Public Improvements for The District at Prairie Trail Plat 12
NAI Project No. 21290**

We have previously submitted the following documents supporting the completion of public improvements associated with The District at Prairie Trail Plat 12:

1. Set of construction plans showing record drawing construction.
2. Construction Observer's daily record.
3. Documentation of required testing as per Contract Documents.

To the best of our knowledge, all work has been satisfactorily completed in compliance with the project Contract Documents and applicable specifications, unless noted otherwise within supporting documentation listed above.

Sincerely,



JAKE NILLES, PE, CPESC

NILLES ASSOCIATES, INC | PROJECT ENGINEER/MANAGER
www.nillesinc.com



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements for paving in The District at Prairie Trail Plat 12.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion
 Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN THE DISTRICT AT PRAIRIE TRAIL PLAT 12 FOR PAVING

WHEREAS, on the 7th day of March, 2022, the City of Ankeny, Iowa entered into a three-party contract with Alliance Construction Group, LLC, the Contractor, and D.R.A. Properties, L.C., the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2022-111; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on June 19th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 19th day of June, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

THE DISTRICT AT PRAIRIE TRAIL PLAT 12

Ankeny, Iowa

June 19, 2023

This is to certify that the construction improvements on *The District At Prairie Trail Plat 12* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



Jake Nilles

P.E., C.P.E.S.C

Nilles Associates, Inc.

Iowa License Number 26369

1933 SW Magazine Road
Ankeny, IA 50023-2555
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com

Engineering – Planning – Landscape Architecture – Surveying

June 19, 2023

City of Ankeny
Engineering Department
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

**RE: Public Improvements for The District at Prairie Trail Plat 12
NAI Project No. 21290**

We have previously submitted the following documents supporting the completion of public improvements associated with The District at Prairie Trail Plat 12:

1. Set of construction plans showing record drawing construction.
2. Construction Observer's daily record.
3. Documentation of required testing as per Contract Documents.

To the best of our knowledge, all work has been satisfactorily completed in compliance with the project Contract Documents and applicable specifications, unless noted otherwise within supporting documentation listed above.

Sincerely,



JAKE NILLES, PE, CPESC

NILLES ASSOCIATES, INC | PROJECT ENGINEER/MANAGER
www.nillesinc.com



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

2022 Prairie Ridge Aquatic Center - Resurfacing Project: Consider motion to approve: a) Final Change Order #1 decreasing the contract amount by \$1,387.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Splash Pool & Spa Builders, LLC., in the amount of \$290,813.00; and d) Final Payment #3 in the amount of \$12,741.49; and Retainage Payment in the amount of \$14,540.65.

EXECUTIVE SUMMARY:

The actions before the council are the approval of the final Change Order, the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Splash Pool & Spa Builders, LLC. on the 2022 Prairie Ridge Aquatic Center - Resurfacing project.

2022 Prairie Ridge Aquatic Center - Resurfacing project is now complete. A series of actions are needed in order to close out this construction project:

a) Approval of the Final Change Order #1 decreasing the contract amount by \$1,38700.

b) Certificate of Completion: The attached Certificate of Completion from the project states that the work performed was in substantial conformance with the plans and specifications.

c) Resolution accepting the Public Improvements: This Resolution approves and adopts the Certificate of Completion on the 2022 Prairie Ridge Aquatic Center - Resurfacing project and establishes the final contract amount to be \$290,813.00.

d) Final Payment: Splash Pool & Spa Builders, LLC. = \$12,741.49

Retainage Payment: Splash Pool & Spa Builders, LLC. = \$14,540.65.

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Approve Final Change Order #1 decreasing the contract amount by \$1,387.00.
2. Accept the Certificate of Completion for the 2022 Prairie Ridge Aquatic Center - Resurfacing project.
3. Adopt the Resolution accepting the 2022 Prairie Ridge Aquatic Center - Resurfacing project in the final contract amount of \$290,813.00.
4. Authorize Final Payment in the amount of \$12,741.49, and Retainage Payment in the amount of \$14,540.65.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

August 1, 2022: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certificate of Completion
 Payment #3 (Final)
 Change Order #1
 Resolution

CERTIFICATE OF COMPLETION

2022 Prairie Ridge Aquatic Center – Resurfacing Project

Ankeny, Iowa

June 19, 2023

This is to certify that the construction improvements on the *2022 Prairie Ridge Aquatic Center – Resurfacing Project* have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is **\$290,813.00**. I hereby recommend acceptance of the project.

Respectfully submitted,

*Nick Lenox
Parks & Recreation Director
City of Ankeny*

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2022 Prairie Ridge Aquatic Center - Resurfacing Project
Contractor: Splash Pool & Spa Builders, LLC
Address: 5454 Center Point, RD NE, Cedar Rapids, IA 52402
Finance Budget Code: 100.2444.4270 Finance Project #: 100.4270
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: August 1, 2022 Vendor #: 11605

Date of Council Meeting: June 19, 2023 PAYMENT REQUEST #: 3
PAYMENT PERIOD: From: May 13, 2023 Through: May 26, 2023

Contract Summary

Original Contract Amount:	\$292,200.00
Net change by Change Orders:	\$ (1,387.00)
Contract Amount to Date: (line 1 ± 2)	\$ 290,813.00
Total completed and stored to date:	\$ 290,813.00
Retainage: 5 % of Completed Work:	\$ 14,540.65
Total Earned less Retainage:	\$ 276,272.35
Less previous applications for payment:	\$ 263,530.86
SUBTOTAL	\$ 12,741.49

OTHER CHARGES (Attach an itemized list) \$

CURRENT PAYMENT DUE \$ 12,741.49

Balance to finish, including retainage: \$ 14,540.65

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: Splash Pool & Spa Builders, LLC
Firm Name
Signature: [Signature] Date: 6-13-2023

Engineer / Consultant Approval:
Firm Name
Signature: _____ Date: _____

City of Ankeny Staff Approval:
Signature: [Signature] Date: 6/13/23

Submit to: Nick Lenox - Parks & Recreation Director
E-mail: Nlenox@ankenyiowa.gov Phone: (515) 963-3576 Fax: N/A

City of
Ankeny
Bringing it all together

Revised Contract Amount \$ 290,813.00

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE 2022 PRAIRIE RIDGE AQUATIC CENTER - RESURFACING PROJECT", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE 2022 PRAIRIE RIDGE AQUATIC CENTER - RESURFACING PROJECT

WHEREAS, on the 1st day of August, 2022, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Splash Pool & Spa Builders, LLC** of **Cedar Rapids, Iowa**, for the construction of certain public improvements generally described as the 2022 Prairie Ridge Aquatic Center - Resurfacing Project; 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 19**, 2023:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be **\$290,813.00**, as shown in the report of the Engineer.

PASSED AND APPROVED this 19th day of June, 2023.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the execution of an agreement between Polk County, Iowa, the City of Ankeny, Iowa, and Rich Eychaner for the Creekview Drive Stormwater Wetland project.

EXECUTIVE SUMMARY:

The Creekview Stormwater Wetland Agreement, including the development agreement and associated documents, contemplates the specific duties and responsibilities of Polk County, the City of Ankeny, and Rich Eychaner related to the design, permitting, construction, operations, maintenance, and funding of the Creekview Drive Stormwater Wetland project.

Ankeny and Polk County are members of the Fourmile Creek Watershed Management Authority and are actively working to identify opportunities to improve water quality and reduce flooding in the Fourmile Creek watershed. Mr. Eychaner is the owner of real estate located in the City of Ankeny, identified in the records of the Polk County Assessor as District and Parcel 181/00229-071-000, 301 SE Creekview Drive. Mr. Eychaner wants to donate a portion of the subject parcel to the City of Ankeny for wetland and

conservation purposes. Polk County would like to construct a stormwater wetland on the portion of the property that Mr. Eychaner wants to donate in order to improve water quality and reduce flooding in the Fourmile Creek Watershed. The donated property will be approximately 15.8 acres, and the stormwater wetland will treat approximately 250 acres of drainage area.

Polk County applied for and received a \$500,000 grant from the Iowa Finance Authority, a \$250,000 grant from the Iowa Department of Agriculture and Land Stewardship, and they allocated \$650,000 of American Rescue Plan Act funding to assist in the construction of the wetland. The 60% design cost estimate for the construction of the wetland is approximately \$1,370,000. As part of the agreement, the City of Ankeny will assume ownership and maintenance responsibilities for the donated property and constructed wetland after the wetland project has been completed and accepted by Polk County.

FISCAL IMPACT: No

The SE Creekview Drive Stormwater Wetland project is included in the 2023 Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the **RESOLUTION** authorizing the execution of an agreement between Polk County, Iowa, the City of Ankeny, Iowa, and Rich Eychaner for the Creekview Drive Stormwater Wetland project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Agreement
 Acquisition Plat

RESOLUTION 2023-XX

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN POLK COUNTY, IOWA, THE CITY OF ANKENY, IOWA, AND RICH EYCHANER FOR THE CREEKVIEW DRIVE STORMWATER WETLAND PROJECT

WHEREAS, the City of Ankeny and Polk County, Iowa are members of the Fourmile Creek Watershed Management Authority and are actively working to identify opportunities to improve water quality and reduce flooding in the Fourmile Creek watershed; and

WHEREAS, Polk County identified a location for a wetland on the east side of SE Creekview Drive, south of East 1st Street, that provides significant watershed benefits, and Polk County obtained grant funding for the construction of said wetland; and

WHEREAS, Polk County will design, permit and construct the wetland; and

WHEREAS, Rich Eychaner will donate the land where the wetland will be constructed to the City of Ankeny, and Mr. Eychaner will provide some funding to Polk County for the wetland construction; and

WHEREAS, the City of Ankeny will own the wetland and be responsible for the operations and maintenance of said wetland after construction is complete; and

WHEREAS, the specific duties and responsibilities of Polk County, the City of Ankeny, and Rich Eychaner related to the design, construction, permitting, operations, maintenance, and funding of the wetland are contemplated in the Creekview Stormwater Wetland Agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the Mayor and City Clerk should be and they are hereby authorized and empowered to execute the said agreement with Polk County and Rich Eychaner for the Creekview Drive Stormwater Wetland Project.

DATED at the City of Ankeny, Iowa, this 19th day of June, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Creekview Stormwater Wetland Agreement

1- Cover Sheet	Page 1
2- Development Agreement	Page 2-7
a. Overview Agreement	
b. Polk County Signature	
c. City of Ankeny Signature	
d. Rich Eychaner Signature	
3- Exhibit A- Existing Creekview Lot Legal Description	Page 8-9
a. No signatures	
4- Exhibit B- Project Overview Map and Acquisition Plat	Page 10-13
a. Map- no signatures	
b. Acquisition Plat- signed by Snyder	
5- Exhibit C- Warranty Deed	Page 14-16
a. Rich Eychaner signature	
b. Note- file signed acquisition plat with warranty deed	
6- Exhibit D- Legal Descriptions	Page 17-19
a. No signatures	
7- Exhibit E- Right of Entry Agreement	Page 20-26
a. Allowing Polk County access on Rich Eychaner owned properties	
b. Rich Eychaner signature	
c. Polk County signature	
8- Exhibit F- Right of Entry Agreement	Page 27-32
a. Allowing Polk County access onto Ankeny owned wetland site	
b. City of Ankeny signature	
c. Polk County signature	

Development Agreement

**DEVELOPMENT AGREEMENT BY AND BETWEEN
POLK COUNTY, IOWA;
THE CITY OF ANKENY, IOWA;
AND RICH EYCHANER**

This Agreement is entered into by and between the City of Ankeny, Iowa, (hereinafter "City" or "the City"), Polk County, Iowa, a governmental subdivision of the State of Iowa, (hereinafter "County" or "the County"), and Rich Eychaner (hereinafter "Mr. Eychaner") as of the date of last signature of all parties.

WHEREAS, Mr. Eychaner is the owner of real estate in the City identified in the records of the Polk County Assessor as District and Parcel 181/00229-071-000, more particularly described by legal description in Exhibit A attached hereto (hereinafter "Property" or "the Property"); and

WHEREAS, Mr. Eychaner desires to donate a portion of the Property as further described in Exhibit B to the City for wetland and conservation purposes; and

WHEREAS, pursuant to Iowa Code Section 331.301(1), "A county may...exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the county or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents."; and

WHEREAS, pursuant to Iowa Code Section 364.1, "A city may...exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the city or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents."; and

WHEREAS, in order to improve the health, welfare and comfort of the residents of the County, the County desires to construct a wetland on the real estate described in Exhibit B; and

WHEREAS, the wetland will serve to improve water quality outcomes and reduce flooding in the Fourmile Creek Watershed, directly benefitting the residents of the County and the City; and

WHEREAS, the County has applied for and received a \$500,000.00 grant from the Iowa Finance Authority, \$650,000 from the American Rescue Plan, and a \$250,000.00 grant from the Iowa Department of Agriculture and Land Stewardship to assist in the construction of the wetland; and

WHEREAS, the City desires the County to construct the wetland on the real estate described in Exhibit B and agrees to assume ownership and all maintenance responsibilities for the real estate on which the wetland is constructed.

Now, therefore, in consideration of the mutual promises of the parties contained herein, Mr. Eychaner, the City, and the County hereby agree as follows:

GENERAL TERMS:

1. **Recitals.** The above stated recitals are adopted and incorporated herein.
2. **Term.** This Agreement shall remain in effect until the duties of each party are satisfactorily completed, unless earlier terminated pursuant to this Agreement.

3. **Termination.** Any party may terminate this Agreement by providing 30 days written notice to the other parties prior to the beginning of permitting, the public bidding process or construction of the wetland, whichever comes first. Upon commencement of permitting, the public bidding process or construction of the wetland, termination shall only occur upon consent of all parties.
4. **Amendment.** The terms and provisions of this Agreement may only be amended by the written mutual consent of all Parties.
5. **Entire Agreement.** This Agreement is the entire agreement between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
6. **Counterparts/Execution.** This Agreement or written Amendments may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same Agreement/instrument. Any counterpart delivered by commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed (i.e. "wet-ink") counterparts and shall be valid, enforceable and binding for the purposes of this Agreement/Amendment.
7. **Severability.** In the event any portion or provisions of this Agreement or the application of any such provision to any Party or circumstances is determined to be invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.
8. **Waiver.** Any waiver of any term or condition, of this Agreement, by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition.
9. **Governing Law/Venue.** This Agreement shall be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Venue shall be in the District Court for Polk County Iowa.
10. **Notices.** Notice provided for in this Agreement shall be provided in writing, electronic or otherwise, as stated below:

If to the City:
Mark Mueller, P.E., Director of Public Works,
City of Ankeny, Iowa
1210 NW Prairie Ridge Drive, Ankeny, Iowa 50023
mmueller@ankenyiowa.gov
515-963-3522

If to the County:
Johnathon Swanson
Water Resources Supervisor
5885 NE 14th Street, Des Moines, Iowa 50313
Johnathon.swanson@polkcountyiowa.gov
515-875-5880

If to Mr. Eychaner:
Rich Eychaner
P.O. Box 1797
Des Moines, Iowa 50305-1797
richeychaner@mac.com
515-321-6366

DUTIES OF MR. EYCHANER

Upon the last signature hereto:

1. Mr. Eychaner shall pay the Polk County Treasurer the remaining total special assessment amount, including any interest that has accrued, levied on the Property described in Exhibit A for the City of Ankeny's SE Creekview Drive Roadway Improvements Project. The total special assessment amount shall be paid by July 30, 2023. The total special assessment amount to be paid does not include the deficiency amount reflected in the final assessment plat and schedule.
2. Mr. Eychaner shall donate the real estate contained in Exhibit B to the City via warranty deed. The warranty deed shall be in the form of Exhibit C attached hereto.
3. Mr. Eychaner shall provide \$70,000 to the County prior to project bid letting to be used to remove dirt from the real estate contained in Exhibit B, level the land contained in Exhibit B, transport wetland spoils from the land contained in Exhibit B to other land owned by Mr. Eychaner, more particularly described in Exhibit D, and level and compact spoils and install appropriate erosion control measures for future development on the real estate described in Exhibit D.
4. Mr. Eychaner shall accept all suitable wetland spoils from the real estate described in Exhibit B at his property described in Exhibit D.
5. Mr. Eychaner shall execute the Right of Entry Agreement contained in Exhibit E to the County.
6. Mr. Eychaner shall be responsible for following the City's typical development process for future development of the real estate described in Exhibit D. This would include conformance with the City's floodplain ordinance, as much of the property is currently located within the FEMA floodplain. If it is believed that as a result of this project the real estate described in Exhibit D is no longer in the floodplain due to fill, Mr. Eychaner shall be responsible for obtaining an official determination from FEMA regarding such, prior to development.

7. Mr. Eychaner shall be responsible for coordinating with consultant for the submittal of a LOMR-F to FEMA for the removal of properties from the floodplain, including LOMR-F fee.. Consultant needs for LOMR-F submittal shall include an as- built survey, site descriptions, environmental coordination, and submittal preparations.

DUTIES OF THE CITY:

1. Upon confirmation from the Polk County Treasurer that Mr. Eychaner has paid the remaining total special assessment amount, including any interest accrued, levied on the Property described in Exhibit A by July 30, 2023 for the City of Ankeny's SE Creekview Drive Roadway Improvements Project, the City shall send a letter to the Polk County Treasurer stating that the special assessment has been fully satisfied and that the City waives collection of any deficiency assessment associated with the Property.
2. The City shall accept the warranty deed for the real estate described in Exhibit B. Furthermore, the City shall provide a gift letter to Mr. Eychaner upon receipt of the warranty deed and the City will cooperate with Mr. Eychaner in filing(s) with the Internal Revenue Service for a noncash charitable contribution to a qualified government entity (Municipality) pursuant to IRC Section 170(d), including but not limited to executing the Donee Acknowledgement of IRS Form 8283, or similar form.
3. The City shall execute the Right of Entry Agreement contained in Exhibit F to the County.
4. The City shall cooperate with Polk County and Mr. Eychaner to help ensure the wetland project meets the requirements of the Iowa Department of Natural Resources floodplain permits and the local floodplain ordinance requirements in place at the time of project bidding.
5. Upon the County's notice of completion of wetland construction, the City shall be responsible for maintaining the wetland to existing reasonable conservation standards.

DUTIES OF THE COUNTY:

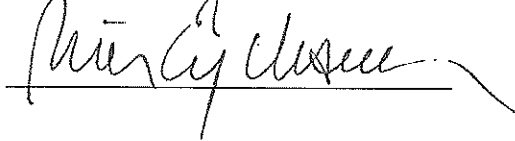
Upon receipt of the \$70,000 from Mr. Eychaner, acceptance of the warranty deed by the City, and receipt of the executed Right of Entry agreements by the City and Mr. Eychaner, the County shall:

1. Publicly bid and contract for the construction of a wetland on the real estate referenced in Exhibit B.
2. Complete an appraisal of the property described in Exhibit B which will be acceptable for filing with IRS Form 8283.
3. Oversee all engineering, construction, erosion control, platting, surveying and permitting for the wetland, and any permitting for stockpiling soil and wetland spoils on the real estate described in Exhibit D.
4. As part of the construction of the wetland, cause the removal of soil and other wetland spoils from the real estate referenced in Exhibit B.
5. Transport soil and other wetland spoils to the real estate described in Exhibit D.

6. Level and compact the soils and other spoils to meet FEMA requirements on the real estate described in Exhibit D. No offsite borrow will be provided and the grading plan will be adjusted as needed to account for final quantities of available excavated material. The County shall meet requirements at the time of construction completion. The County is not responsible if changes to FEMA requirements occur prior to FEMA approval. Changes to grading plan shall be made only with written approval from the City of Ankeny and Rich Eychaner which shall not be unreasonably withheld.
7. Install appropriate erosion control measures for future development on the real estate described in Exhibit D
8. Dispose of any soils deemed not suitable for development on real estate described in Exhibit D to an alternate to be determined site.
9. Manage all funding for the construction, engineering and permitting of the wetland and provide a full and complete accounting of the project.
10. In the event the wetland construction is deemed infeasible or the County decides not to move forward with the wetland, reimburse Mr. Eychaner the \$70,000 previously provided by him.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the 13 day of JUNE, 2023.

RICH EYCHANER



CITY OF ANKENY, IOWA

By: _____

Name & Title: _____

POLK COUNTY, IOWA

By: 

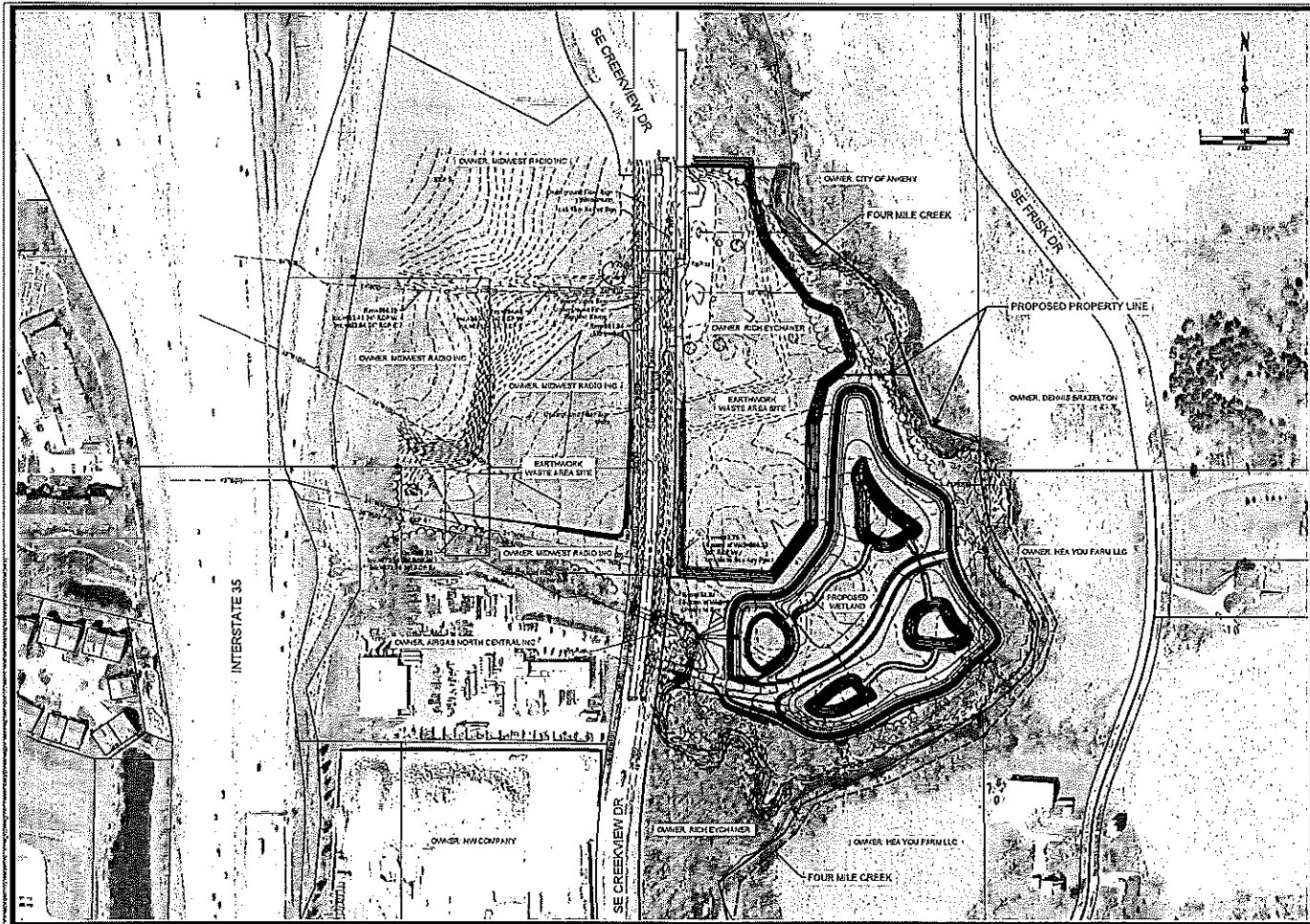
Name & Title: TOM HOCKENSMTTH, CHAIRPERSON

Exhibit A
Existing Creekview Lot
Legal Description

Legal Description

Lot 1 of Creekview Golf Plat 1, an official Plat in the City of Ankeny, Iowa

Exhibit B
Project Overview Map and Acquisition Plat



CREEKVIEW WETLAND PROPERTY OWNERS SNYDER & ASSOCIATES, INC.		ANKENY, POLK COUNTY, IOWA 777 N.W. SNYDER BLVD ANKENY, IOWA 50021 515.944.2821 / 515.944.2822	Project No: 132.114.01 Date: 12.11.01 Sheet: EXBT
--	--	--	---

ACQUISITION PLAT

ACQUISITION DESCRIPTION

A PART OF LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 09°00'26" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 124.60 FEET; THENCE NORTHWESTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1759.30 FEET, WHOSE ARC LENGTH IS 829.71 FEET AND WHOSE CHORD BEARS NORTH 05°43'55" EAST, 256.96 FEET; THENCE NORTHEASTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 3568.70 FEET, WHOSE ARC LENGTH IS 221.65 FEET AND WHOSE CHORD BEARS NORTH 02°17'15" EAST, 221.61 FEET; THENCE SOUTH 68°55'37" EAST, 256.96 FEET; THENCE NORTH 13°24'15" EAST, 88.99 FEET; THENCE NORTH 52°15'28" EAST, 45.29 FEET; THENCE NORTH 69°56'55" EAST, 155.65 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 21°30'38" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 123.77 FEET; THENCE SOUTHWESTERLY ALONG SAID EAST LINE, 62.78 FEET; THENCE SOUTH 09°54'35" EAST CONTINUING ALONG SAID EAST LINE, 124.84 FEET; THENCE SOUTH 27°22'35" EAST CONTINUING ALONG SAID EAST LINE, 243.85 FEET; THENCE SOUTH 09°04'11" WEST CONTINUING ALONG SAID EAST LINE, 124.84 FEET; THENCE SOUTH 69°11'26" WEST CONTINUING ALONG SAID EAST LINE, 263.72 FEET; THENCE SOUTH 66°09'01" WEST CONTINUING ALONG SAID EAST LINE, 222.20 FEET; THENCE SOUTH 31°33'07" WEST CONTINUING ALONG SAID EAST LINE, 75.55 FEET; THENCE SOUTH 53°22'11" WEST CONTINUING ALONG SAID EAST LINE, 128.29 FEET; THENCE SOUTH 65°07'12" EAST CONTINUING ALONG SAID EAST LINE, 125.05 FEET; THENCE SOUTH 11°02'10" WEST CONTINUING ALONG SAID EAST LINE, 213.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 69°45'00" WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 242.03 FEET TO A POINT OF BEGINNING AND CONTAINING 15.84 ACRES (0.99035 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

02/01/2023

OWNER

OWNER
RICH EYCHNER
POB 1787
DES MOINES, IA 50305-1787

BASIS OF BEARING

THE SOUTH LINE OF LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, IS ASSUMED TO BEAR NORTH 89°43'00" WEST FOR THE PURPOSE OF THIS SURVEY.

AREA

GROSS AREA: 15.55 ACRES (672,892 SF)
NE1/4, NW1/4 Sec. 19-80-23: 1.39 ACRES (60,466 SF)
SE1/4, NW1/4 Sec. 19-80-23: 13.35 ACRES (581,747 SF)
SW1/4, NE1/4 Sec. 19-80-23: 0.81 ACRES (35,657 SF)

AREA ABOVE RESERVED FOR RECORDER

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
egriffin@snyder-associates.com

SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:
PT. LOT 1
CREEKVIEW GOLF PLAT 1
SEC. 19-60-23

REQUESTED BY:
CITY OF ANKENY

LEGEND

FEATURES

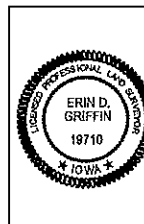
Section Corner
1/2" Rebar, Yellow Plastic Cap #17151
(Unless Otherwise Noted)
1/2" Rebar, Yellow Plastic Cap #19710
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Minimum Protection Elevation
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Section Line
1/4 Section Line
1/4 1/4 Section Line
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I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS Date
License Number 19710
My License Renewal Date is December 31, 2023
Pages or sheets covered by this seal:
Sheets 1 and 2, of 2

PT.LOT 1, CREEKVIEW GOLF PLAT 1

ACQUISITION PLAT

SNYDER & ASSOCIATES, INC.



SNYDER
ASSOCIATES

Page 12

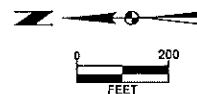
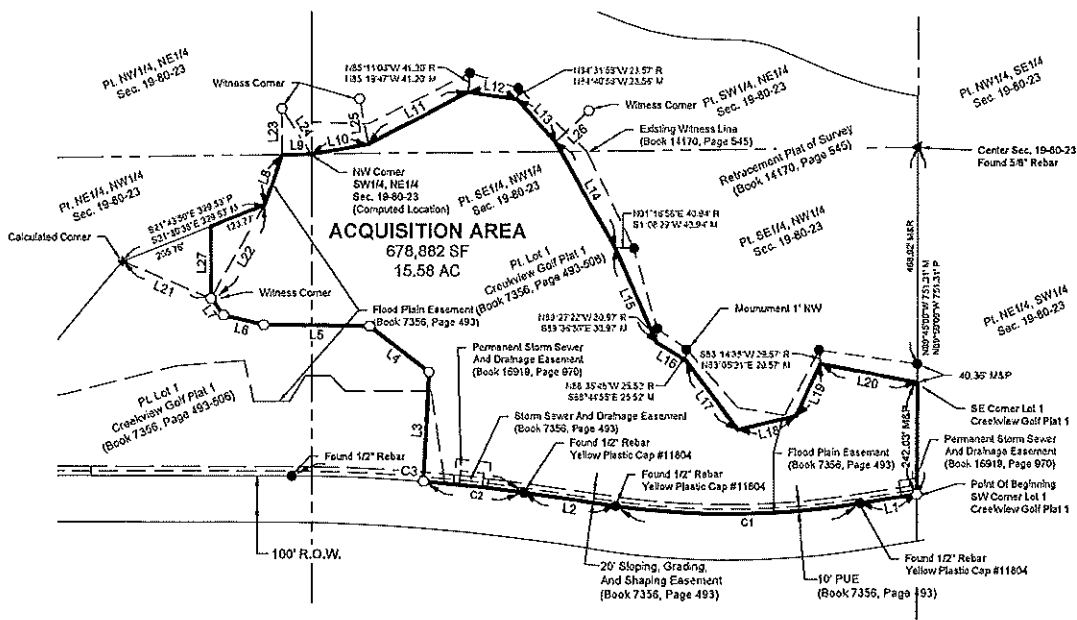
ACQUISITION PLAT

LINE TABLE

LINE #	LENGTH (FT)	DIRECTION
L1 N	124.60	N09° 00' 26" W
L1 P	125.42	N09° 25' 04" W
L2 N	205.36	N08° 05' 00" E
L2 P	205.31	N07° 51' 33" E
L3 M	235.86	S66° 55' 37" E
L4 M	162.42	N37° 43' 31" E
L5 M	228.27	N00° 44' 12" E
L6 M	88.89	N13° 47' 13" E
L7 M	45.29	N52° 15' 26" E
L8 M	115.52	S70° 27' 32" E
L8 P	115.52	S70° 40' 44" E
L9 M	62.78	S00° 39' 51" E
L9 P	62.88	S00° 53' 24" E
L10 M	124.84	S09° 54' 35" E
L10 P	124.99	S10° 09' 53" E
L11 M	245.85	S27° 22' 35" E
L11 P	245.85	S27° 35' 10" E
L12 M	108.56	S08° 04' 11" W
L12 P	108.56	S07° 51' 36" W
L13 M	124.89	S47° 25' 59" W
L13 P	124.89	S47° 13' 04" W
L14 M	263.72	S00° 11' 26" W
L14 P	263.72	S50° 58' 51" W
L15 M	225.20	S66° 09' 01" W
L15 P	225.20	S65° 56' 26" W
L16 M	75.55	S31° 33' 07" W
L16 P	75.55	S31° 20' 32" W
L17 M	185.82	S53° 22' 11" W
L17 P	185.82	S53° 09' 56" W
L18 M	128.29	S13° 25' 47" E
L18 P	128.29	S13° 38' 22" E
L19 M	125.06	S65° 07' 12" E
L19 P	125.06	S65° 19' 47" E
L20 M	213.36	S11° 02' 10" W
L20 P	213.58	S10° 48' 53" W
L21 M	219.59	S19° 50' 10" W
L22 M	219.46	S62° 53' 18" E

CURVE TABLE

CURVE NO.	A	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1 M	17° 15' 05"	1758.30'	579.71'	266.87'	N0° 37' 47" W 527.71'
C1 P	17° 14' 21"	1759.30'	579.34'	266.69'	N0° 45' 35" W 527.35'
C2 M	3° 27' 53"	3663.70'	221.85'	110.96'	N8° 21' 50" E 221.81'
C3 M	7° 55' 20"	3668.70'	507.26'	254.03'	N4° 08' 07" E 506.85'
C3 P	7° 55' 00"	3668.70'	506.90'	253.86'	N3° 54' 02" E 506.50'



PT. LOT 1, CREEKVIEW GOLF PLAT 1

ACQUISITION PLAT

SNYDER & ASSOCIATES, INC.

ANKENY, IA

2707 E. 14th Street, Suite 100

319.464.1277

www.snyderassociates.com

Project No: 123.141.601

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Sheet 2 of 2

Exhibit C
Warranty Deed

Exhibit C

Return To: Mark Mueller, P.E., Director of Public Works, City of Ankeny, Iowa 1210 NW Prairie Ridge Drive, Ankeny, Iowa 50023

Preparer: Dominic Anania, Polk County Attorney's Office, 111 Court Avenue, Des Moines, Iowa 50309

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

WARRANTY DEED

For valuable consideration, herein acknowledged, Rich Eychaner, a single person, does hereby Convey to the City of Ankeny, Iowa the following described real estate in Polk County, Iowa:

A PART OF LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 09°00'26" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 124.60 FEET; THENCE NORTHWESTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1759.30 FEET, WHOSE ARC LENGTH IS 529.71 FEET AND WHOSE CHORD BEARS NORTH 0°37'47" WEST, 527.71 FEET; THENCE NORTH 08°05'00" EAST ALONG SAID WEST LINE, 205.38 FEET; THENCE NORTHEASTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 3668.70 FEET, WHOSE ARC LENGTH IS 221.85 FEET AND WHOSE CHORD BEARS NORTH 06°21'50" EAST, 221.81 FEET; THENCE SOUTH 86°58'37" EAST, 236.98 FEET; THENCE NORTH 37°45'31" EAST, 162.42 FEET; THENCE NORTH 0°44'12": EAST, 228.27 FEET; THENCE NORTH 13°47'15" EAST, 88.99 FEET; THENCE NORTH 52°15'28" EAST, 45.29 FEET; THENCE NORTH 89°56'55" EAST, 156.55 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 21°30'38" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 123.77 FEET; THENCE SOUTH 70°27'32" EAST ALONG SAID EAST LINE, 115.52 FEET; THENCE SOUTH 0°39'51" EAST CONTINUING ALONG SAID EAST LINE, 62.76 FEET; THENCE SOUTH 09°54'35" EAST CONTINUING ALONG SAID EAST LINE, 124.84 FEET; THENCE SOUTH 27°22'35" EAST CONTINUING ALONG SAID EAST LINE, 245.85 FEET; THENCE SOUTH 08°04'11" WEST CONTINUING ALONG SAID EAST LINE, 108.56 FEET; THENCE SOUTH 47°25'39" WEST CONTINUING ALONG SAID EAST LINE, 124.89 FEET; THENCE SOUTH 60°11'26" WEST CONTINUING ALONG SAID EAST LINE, 263.72 FEET; THENCE SOUTH 66°09'01" WEST CONTINUING ALONG SAID EAST LINE, 225.20 FEET; THENCE SOUTH 31°33'07" WEST CONTINUING ALONG SAID EAST LINE, 75.55 FEET; THENCE SOUTH 53°22'11" WEST CONTINUING ALONG SAID EAST LINE, 185.82 FEET; THENCE SOUTH 13°25'47" EAST CONTINUING ALONG SAID EAST LINE, 128.29 FEET; THENCE SOUTH 65°07'12" EAST CONTINUING ALONG SAID EAST LINE, 125.06 FEET; THENCE SOUTH 11°02'10" WEST CONTINUING ALONG SAID EAST LINE, 213.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°45'00" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 242.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.84 ACRES (690,063 S.F.).

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code section 558.69, and therefore the transaction is exempt from the requirement to submit groundwater hazard statement.

The Deed is exempt from transfer tax, Iowa Code Section 428A.2(6)- City is Grantee and no consideration is being given for the real estate conveyed herunder.

Grantor does Hereby Covenant with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

This deed is exempt from real estate transfer tax pursuant to Iowa Code Section 428A.2(6).

Dated this _____ day of _____, 2023.

Rich Eychaner

State of Iowa)
) ss.
County of Polk)

This instrument was acknowledged before me on _____, 2023 by
_____, _____, _____, and
_____.

Notary Public in and for the State of Iowa

Exhibit D

Legal Descriptions

Legal Description for Parcel 8023.19.126.002:

A parcel of land located in the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter all in Section 19, Township 80 North, Range 23 West, of the 5th P.M., Polk County, Iowa, being more particularly described as follows: Beginning at the Southwest corner of the Northeast Quarter of the Northwest Quarter of Section 19, Township 80 North, Range 23 West, of the 5th p.m., Polk County, Iowa; thence N89°55'24"W (assumed bearing) on the North line of a parcel of land as being described and recorded in Book 12709, Page 773 at the Polk County Courthouse, a distance of 144.45 feet to the East right-of-way line of Interstate 35; thence N03°39'17"W, on said East Right of Way line, a distance of 137.36 feet; thence continuing on said Right of Way line N10°30'45"E, a distance of 297.81 feet thence S88°59'35"E a distance of 302.14 feet; thence S00°04'54" W, a distance of 625.05 feet; thence N89°55'24"W, a distance of 100.01 feet; thence N00°39'39" W, a distance of 200.02 feet; thence N89°55'24"W, a distance of 100.01 feet to the point of beginning, containing 3.76 acres, more or less.

Legal Description for Parcel 8023.19.177.001 not being acquired by the City of Ankeny

LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA EXCEPT THE FOLLOWING:

A PART OF LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 09°00'26" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 124.60 FEET; THENCE NORTHWESTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1759.30 FEET, WHOSE ARC LENGTH IS 529.71 FEET AND WHOSE CHORD BEARS NORTH 0°37'47" WEST, 527.71 FEET; THENCE NORTH 08°05'00" EAST ALONG SAID WEST LINE, 205.38 FEET; THENCE NORTHEASTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 3668.70 FEET, WHOSE ARC LENGTH IS 221.85 FEET AND WHOSE CHORD BEARS NORTH 06°21'50" EAST, 221.81 FEET; THENCE SOUTH 86°58'37" EAST, 236.98 FEET; THENCE NORTH 37°45'31" EAST, 162.42 FEET; THENCE NORTH 0°44'12" EAST, 228.27 FEET; THENCE NORTH 13°47'15" EAST, 88.99 FEET; THENCE NORTH 52°15'28" EAST, 45.29 FEET; THENCE NORTH 89°56'55" EAST, 156.55 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 21°30'38" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 123.77 FEET; THENCE SOUTH 70°27'32" EAST ALONG SAID EAST LINE, 115.52 FEET; THENCE SOUTH 0°39'51" EAST CONTINUING ALONG SAID EAST LINE, 62.76 FEET; THENCE SOUTH 09°54'35" EAST CONTINUING ALONG SAID EAST LINE, 124.84 FEET; THENCE SOUTH 27°22'35" EAST CONTINUING ALONG SAID EAST LINE, 245.85 FEET; THENCE SOUTH 08°04'11" WEST CONTINUING ALONG SAID EAST LINE, 108.56 FEET; THENCE SOUTH 47°25'39" WEST CONTINUING ALONG SAID EAST LINE, 124.89 FEET; THENCE SOUTH 60°11'26" WEST CONTINUING ALONG SAID EAST LINE, 263.72 FEET; THENCE SOUTH 66°09'01" WEST CONTINUING ALONG SAID EAST LINE, 225.20

FEET; THENCE SOUTH 31°33'07" WEST CONTINUING ALONG SAID EAST LINE, 75.55 FEET; THENCE SOUTH 53°22'11" WEST CONTINUING ALONG SAID EAST LINE, 185.82 FEET; THENCE SOUTH 13°25'47" EAST CONTINUING ALONG SAID EAST LINE, 128.29 FEET; THENCE SOUTH 65°07'12" EAST CONTINUING ALONG SAID EAST LINE, 125.06 FEET; THENCE SOUTH 11°02'10" WEST CONTINUING ALONG SAID EAST LINE, 213.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°45'00" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 242.03 FEET TO THE POINT OF BEGINNING.

Legal Description for Parcels 8023.19.126.005 & 8023.19.176.001:

The Southeast Quarter of the Northwest fractional Quarter (SE 1/4 NW fr 1/4) lying West of SE Creekview Drive in Section 19, Township 80 North, Range 23 West of the 5th P.M., except the East 100 feet of the West 200 feet of the North 200 feet thereof; and, except Baughman Acres Plat No. 1

AND the North Half of the Northwest fractional Quarter (N 1/2 NW fr 1/4) of Section 19, Township 80 North, Range 23 West of the 5th P.M.; except the South 425 feet of the West 1,763.4 feet thereof; and except that part lying East of the West R.O.W. line of SE Creekview Drive, and except that part lying West of the East R.O.W. line of Interstate 35, Polk County, Iowa.

Except

Part of the Northwest Quarter (NW 1/4) of Section 19, Township 80 North, Range 23 West of the 5th Principal Meridian, all being in the City of Ankeny, Polk County, Iowa, more particularly described as follows: Commencing at the North Quarter Corner of said Section 19; THENCE North 89°36'50" West, along the north line of said section 19, a distance of 956.74 feet; THENCE South 00°23'10" West, a distance of 138.14 feet to the POINT OF BEGINNING, said point also being on the Westerly Right-of-Way line of S.E. Creekview Drive; THENCE South 00°17'14" West, along said Westerly Right-of-Way line, a distance of 58.85 feet; THENCE continuing along said Westerly Right-of-Way line, South 00°50'50" East, a distance of 30.50 feet to a point on a curve; THENCE continuing along said Westerly Right-of-Way line, along a curve to the left having a radius of 435.00 feet, a delta of 35°19'59", an arc length of 268.25 feet, and a chord which bears South 17°18'31" East having a chord distance of 264.02 feet; THENCE South 55°01'30" West, a distance of 116.00 feet; THENCE North 63°01'04" West, a distance of 402.80 feet to a point on the Easterly Right-of-Way line of Interstate 35; THENCE North 08°50'27" East, along said Easterly Right-of-Way line, a distance of 77.10 feet; THENCE continuing along said Easterly Right-of-Way line, North 57°50'58" East, a distance of 266.12 feet to a point on the Southerly Right-of-Way line of East 1st Street; THENCE North 86°57'17" East, along said Southerly Right-of-Way line, a distance of 138.33 feet to the POINT OF BEGINNING, containing 2.49 acres, more or less, subject to zoning, easements and covenants of record, if any.

Exhibit E
Right of Entry Agreement

Right of Entry Agreement

THIS RIGHT OF ENTRY AGREEMENT is made as of _____, 2023 by Rich Eychaner, (“Grantor”) in favor of POLK COUNTY, IOWA, a governmental subdivision organized and existing under the laws of the State of Iowa (“Grantee”).

WHEREAS, Grantor, Grantee and the City of Ankeny have entered into a Development Agreement as of _____ whereby Grantee is obligated to remove suitable wetland spoils from certain land and deliver the suitable wetland spoils to land owned by Mr. Eychaner, more particularly described in Exhibit 1 of Exhibit E to this Agreement (hereinafter referenced as “Land” or “the Land”); and

WHEREAS, Grantee is also obligated to level and compact the suitable wetland spoils and install appropriate erosion control measures for future development on the Land; and

WHEREAS, in order for Grantee to complete its obligations pursuant to the Development Agreement, Grantor must execute a Right of Entry in favor of Grantee with respect to the Land; and

WHEREAS, Grantor desires to grant a Right of Entry to Grantee with respect to the Land.

NOW, THEREFORE, in consideration of the undertakings of Grantee and Grantor in the Development Agreement incorporated herein by reference and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant the following Right of Entry to Grantee.

1. **Recitals.** The above stated recitals are adopted and incorporated herein.
2. **Right of Entry Declaration.** Grantor hereby declares and grants for benefit of the Grantee, its agents, contractors and subcontractors, a right of entry to access the Land to deliver suitable wetland spoils, level and compact the suitable wetland spoils, and install appropriate erosion control measures for future development on the Land.
3. **Right of Entry Terms.** Trees, shrubs, landscaping and other existing conditions may be impacted by Grantee’s right of entry.

Measures will be taken to protect them as much as reasonably possible, but some trees, shrubs, landscaping and other site improvements may be impacted. Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns grant the Grantee, its agents, contractors and subcontractors the right to remove all trees, shrubs, landscaping and other existing conditions reasonably necessary to deliver suitable wetland spoils, level and compact the suitable wetland spoils, and install appropriate erosion control measures for future development on the Land. Grantee, its agents, contractors and subcontractors will not replace these items. Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns are responsible for the timely moving or relocating of any

landscaping, trees or shrubs they wish to save or otherwise relocate before delivery of the suitable wetland spoils, levelling and compacting of the suitable wetland spoils, and installation appropriate erosion control measures for future development on the Land begins.

Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns grant the Grantee, its agents, contractors and subcontractors, the right to remove gates, fences, and other obstacles for the delivery of suitable wetland spoils, levelling and compacting of the suitable wetland spoils, and installation of appropriate erosion control measures for future development on the Land. Grantee, its agents, contractors and subcontractors will reasonably relocate, repair, and/or reconstruct the items removed from the Land for the purpose of the aforementioned work.

Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns acknowledge that the Grantee, its agents, contractors and subcontractors will not be responsible for any damage to the Land beyond reasonable repairs to be provided by the Grantee, its agents, contractors and subcontractors. Any requests for repair of known defects must be made within 30 calendar days of the completion of the delivery of suitable wetland spoils, levelling and compacting of the suitable wetland spoils, and installation of appropriate erosion control measures for future development on the Land. The Grantee will provide written notice to the Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns upon completion (including restoration) of the delivery of suitable wetland spoils, levelling and compacting of the suitable wetland spoils, and installation of appropriate erosion control measures for future development on the Land.

4. **Duration.** The right of entry permissions herein contained shall last until Grantee provides notice of completion as referenced in Paragraph 3 above. If Grantor requests reasonable repairs within the 30-day deadline, the right of entry permissions shall extend until completion of such reasonable repairs. This right of entry agreement shall create mutual benefits and covenants running with the land and shall be binding upon any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns.

5. **Amendments.** This Declaration may not be amended in any respect whatsoever except by instrument in writing signed by Grantor and Grantee, and by the future owner of the Land affected by any such amendment, which is recorded in the Polk County Recorder's Office.

6. **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Iowa. Venue shall be in the District Court for Polk County Iowa.

7. **Partial Invalidity.** Should any one or more of the provisions of this Declaration be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired, unless as a result the purpose and intent of this Declaration shall thereby be substantially and essentially impaired. In such event, Grantor shall diligently proceed to revise this Declaration in order to re-memorialize such purpose and intent.

8. **Entire Agreement.** This Agreement, the Development Agreement incorporated by reference and any exhibits or attachments hereto reflect the entire agreement among the parties

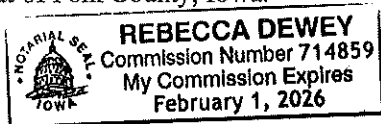
POLK COUNTY, IOWA

Tom Hockensmith Date: 6/13/23
Chairperson, Polk County
Board of Supervisors

STATE OF IOWA)
) SS
COUNTY OF POLK)

This instrument was acknowledged before me on JUNE 13, 2023,

by TOM HOCKENSMITH
as Chairman of the Polk County, Iowa Board of Supervisors, who further acknowledged that the seal affixed
hereto is that of Polk County, Iowa.



Rebecca Dewey
Notary Public in and for the State of Iowa

ATTEST:

Carrie Hagan Date: 6/13/23
County Auditor

regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Right of Entry Agreement to be executed by their duly authorized representative on this the ____ day of _____, 2023.

Rich Eychaner



STATE OF IOWA)
) SS
COUNTY OF POLK)

Subscribed and sworn to before me by RICH EYCHANER on this
(Name)

12 day of June 2023.

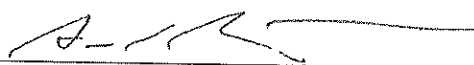
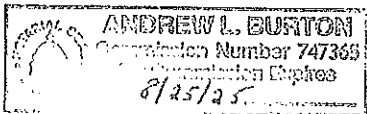

Notary Public in and for said Polk County

Exhibit 1 of Exhibit E

Legal Description for Parcel 8023.19.126.002:

A parcel of land located in the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter all in Section 19, Township 80 North, Range 23 West, of the 5th P.M., Polk County, Iowa, being more particularly described as follows: Beginning at the Southwest corner of the Northeast Quarter of the Northwest Quarter of Section 19, Township 80 North, Range 23 West, of the 5th p.m., Polk County, Iowa; thence N89°55'24"W (assumed bearing) on the North line of a parcel of land as being described and recorded in Book 12709, Page 773 at the Polk County Courthouse, a distance of 144.45 feet to the East right-of-way line of Interstate 35; thence N03°39'17"W, on said East Right of Way line, a distance of 137.36 feet; thence continuing on said Right of Way line N10°30'45"E, a distance of 297.81 feet thence S88°59'35"E a distance of 302.14 feet; thence S00°04'54" W, a distance of 625.05 feet; thence N89°55'24"W, a distance of 100.01 feet; thence N00°39'39" W, a distance of 200.02 feet; thence N89°55'24"W, a distance of 100.01 feet to the point of beginning, containing 3.76 acres, more or less.

Legal Description for Parcels 8023.19.126.005 & 8023.19.176.001:

The Southeast Quarter of the Northwest fractional Quarter (SE 1/4 NW fr 1/4) lying West of SE Creekview Drive in Section 19, Township 80 North, Range 23 West of the 5th P.M., except the East 100 feet of the West 200 feet of the North 200 feet thereof; and, except Baughman Acres Plat No. 1

AND the North Half of the Northwest fractional Quarter (N 1/2 NW fr 1/4) of Section 19, Township 80 North, Range 23 West of the 5th P.M.; except the South 425 feet of the West 1,763.4 feet thereof; and except that part lying East of the West R.O.W. line of SE Creekview Drive, and except that part lying West of the East R.O.W. line of Interstate 35, Polk County, Iowa.

Except

Part of the Northwest Quarter (NW 1/4) of Section 19, Township 80 North, Range 23 West of the 5th Principal Meridian, all being in the City of Ankeny, Polk County, Iowa, more particularly described as follows: Commencing at the North Quarter Corner of said Section 19; THENCE North 89°36'50" West, along the north line of said section 19, a distance of 956.74 feet; THENCE South 00°23'10" West, a distance of 138.14 feet to the POINT OF BEGINNING, said point also being on the Westerly Right-of-Way line of S.E. Creekview Drive; THENCE South 00°17'14" West, along said Westerly Right-of-Way line, a distance of 58.85 feet; THENCE continuing along said Westerly Right-of-Way line, South 00°50'50" East, a distance of 30.50 feet to a point on a curve; THENCE continuing along said Westerly Right-of-Way line, along a curve to the left having a radius of 435.00 feet, a delta of 35°19'59", an arc length of 268.25 feet, and a chord which bears South 17°18'31" East having a chord distance of 264.02 feet; THENCE South 55°01'30" West, a distance of 116.00 feet; THENCE North 63°01'04" West, a distance of 402.80 feet to a point on the Easterly Right-of-Way line of Interstate 35; THENCE North 08°50'27" East, along said Easterly Right-of-Way line, a distance of 77.10 feet; THENCE continuing along said Easterly Right-of-Way line, North 57°50'58" East, a distance of 266.12 feet to a point on the Southerly Right-of-Way line of East 1st Street; THENCE North 86°57'17" East, along said Southerly Right-of-Way line, a distance of 138.33 feet to the POINT OF BEGINNING, containing 2.49 acres, more or less, subject to zoning, easements and covenants of record, if any.

Legal Description for Parcels 8023.19.177.001

LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA EXCEPT THE FOLLOWING:

A PART OF LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 09°00'26" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 124.60 FEET; THENCE NORTHWESTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1759.30 FEET, WHOSE ARC LENGTH IS 529.71 FEET AND WHOSE CHORD BEARS NORTH 0°37'47" WEST, 527.71 FEET; THENCE NORTH 08°05'00" EAST ALONG SAID WEST LINE, 205.38 FEET; THENCE NORTHEASTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 3668.70 FEET, WHOSE ARC LENGTH IS 221.85 FEET AND WHOSE CHORD BEARS NORTH 06°21'50" EAST, 221.81 FEET; THENCE SOUTH 86°58'37" EAST, 236.98 FEET; THENCE NORTH 37°45'31" EAST, 162.42 FEET; THENCE NORTH 0°44'12" EAST, 228.27 FEET; THENCE NORTH 13°47'15" EAST, 88.99 FEET; THENCE NORTH 52°15'28" EAST, 45.29 FEET; THENCE NORTH 89°56'55" EAST, 156.55 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 21°30'38" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 123.77 FEET; THENCE SOUTH 70°27'32" EAST ALONG SAID EAST LINE, 115.52 FEET; THENCE SOUTH 0°39'51" EAST CONTINUING ALONG SAID EAST LINE, 62.76 FEET; THENCE SOUTH 09°54'35" EAST CONTINUING ALONG SAID EAST LINE, 124.84 FEET; THENCE SOUTH 27°22'35" EAST CONTINUING ALONG SAID EAST LINE, 245.85 FEET; THENCE SOUTH 08°04'11" WEST CONTINUING ALONG SAID EAST LINE, 108.56 FEET; THENCE SOUTH 47°25'39" WEST CONTINUING ALONG SAID EAST LINE, 124.89 FEET; THENCE SOUTH 60°11'26" WEST CONTINUING ALONG SAID EAST LINE, 263.72 FEET; THENCE SOUTH 66°09'01" WEST CONTINUING ALONG SAID EAST LINE, 225.20 FEET; THENCE SOUTH 31°33'07" WEST CONTINUING ALONG SAID EAST LINE, 75.55 FEET; THENCE SOUTH 53°22'11" WEST CONTINUING ALONG SAID EAST LINE, 185.82 FEET; THENCE SOUTH 13°25'47" EAST CONTINUING ALONG SAID EAST LINE, 128.29 FEET; THENCE SOUTH 65°07'12" EAST CONTINUING ALONG SAID EAST LINE, 125.06 FEET; THENCE SOUTH 11°02'10" WEST CONTINUING ALONG SAID EAST LINE, 213.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°45'00" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 242.03 FEET TO THE POINT OF BEGINNING.

Exhibit F
Right of Entry Agreement

Right of Entry Agreement

THIS RIGHT OF ENTRY AGREEMENT is made as of _____, 2023 by the City of Ankeny, Iowa, a municipal corporation organized under the laws of the State of Iowa (“Grantor”) in favor of POLK COUNTY, IOWA, a governmental subdivision organized and existing under the laws of the State of Iowa (“Grantee”).

WHEREAS, Grantor, Grantee and Rich Eychaner have entered into a Development Agreement as of _____ whereby Grantee is obligated to publicly bid and contract for the construction of a wetland on certain land owned by the Grantor, more particularly described in Exhibit 1 of Exhibit F to this Agreement (hereinafter referenced as “Land” or “the Land”); and

WHEREAS, Grantee is further obligated, as part of the wetland construction, to cause the removal of soil and other wetland spoils from the Land; and

WHEREAS, Grantee is additionally required to oversee all engineering, construction, erosion control, platting, surveying and permitting for the wetland, and any permitting for stockpiling soil and wetland spoils on the Land; and

WHEREAS, in order for Grantee to complete its obligations pursuant to the Development Agreement, Grantor must execute a Right of Entry in favor of Grantee with respect to the Land; and

WHEREAS, Grantor desires to grant a Right of Entry to Grantee with respect to the Land.

NOW, THEREFORE, in consideration of the undertakings of Grantee and Grantor in the Development Agreement incorporated herein by reference and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant the following Right of Entry to Grantee.

1. **Recitals.** The above stated recitals are adopted and incorporated herein.
2. **Right of Entry Declaration.** Grantor hereby declares and grants for benefit of the Grantee, its agents, contractors and subcontractors, a right of entry to access the Land in order to construct a wetland thereon. The right of entry includes, but is not limited to, access to: (1) complete all construction of the wetland, (2) complete erosion control; (3) remove soils and other wetland spoils from the land; (4) survey the land; (5) oversee construction and engineering on the land; and (6) store equipment, material and other items necessary for construction of the wetland on the Land.
3. **Right of Entry Terms.** Trees, shrubs, landscaping and other existing conditions may be impacted by Grantee’s right of entry.

Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns grant the Grantee, its agents, contractors and subcontractors

the right to remove all trees, shrubs, landscaping and other existing conditions reasonably necessary to construct a wetland on the Land. Grantee, its agents, contractors and subcontractors will not replace these items. Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns are responsible for the timely moving or relocating of any landscaping, trees or shrubs they wish to save or otherwise relocate before construction the Land begins.

Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns grant the Grantee, its agents, contractors and subcontractors, the right to remove gates, fences, and other obstacles for construction of a wetland on the Land. Grantee, its agents, contractors and subcontractors will reasonably relocate, repair, and/or reconstruct the items removed from the Land for the purpose of the aforementioned work.

Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns acknowledge that the Grantee, its agents, contractors and subcontractors will not be responsible for any damage to the Land beyond reasonable repairs to be provided by the Grantee, its agents, contractors and subcontractors. Any requests for repair must be made within 30 calendar days of the completion of the wetland on the Land. The Grantee will provide written notice to the Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns upon completion (including restoration) of the wetland on the Land.

4. **Duration.** The right of entry permissions herein contained shall last until Grantee provides notice of completion as referenced in Paragraph 3 above. If Grantor requests reasonable repairs within the 30-day deadline, the right of entry permissions shall extend until completion of such reasonable repairs. This right of entry agreement shall create mutual benefits and covenants running with the land and shall be binding upon any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns.

5. **Amendments.** This Declaration may not be amended in any respect whatsoever except by instrument in writing signed by Grantor and Grantee, and by the future owner of the Land affected by any such amendment, which is recorded in the Polk County Recorder's Office.

6. **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Iowa. Venue shall be in the District Court for Polk County Iowa.

7. **Partial Invalidity.** Should any one or more of the provisions of this Declaration be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired, unless as a result the purpose and intent of this Declaration shall thereby be substantially and essentially impaired. In such event, Grantor shall diligently proceed to revise this Declaration in order to re-memorialize such purpose and intent.

8. **Entire Agreement.** This Agreement, the Development Agreement incorporated by reference and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Right of Entry Agreement to be executed by their duly authorized representative on this the ____ day of _____, 2023.

CITY OF ANKENY, IOWA

By: _____

Name & Title: _____

STATE OF IOWA)
) SS
COUNTY OF POLK)

Subscribed and sworn to before me by _____ on this
(Name)

_____ day of _____ 2023.

Notary Public in and for said Polk County

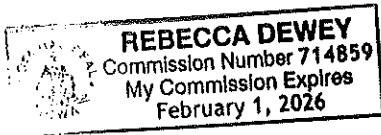
POLK COUNTY, IOWA

Tom Hockensmith Date: 6/13/23
Chairperson, Polk County
Board of Supervisors

STATE OF IOWA)
) SS
COUNTY OF POLK)

This instrument was acknowledged before me on JUNE 13, 2023,

by TOM HOCKENSMITH
as Chairman of the Polk County, Iowa Board of Supervisors, who further acknowledged that the seal affixed
hereto is that of Polk County, Iowa.



Rebecca Dewey
Notary Public in and for the State of Iowa

ATTEST:

Jana Fagel Date: 6/13/23
County Auditor

**EXHIBIT 1 OF EXHIBIT F:
CITY OF ANKENY PROPERTY DESCRIPTION**

A PART OF LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 09°00'26" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 124.60 FEET; THENCE NORTHWESTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1759.30 FEET, WHOSE ARC LENGTH IS 529.71 FEET AND WHOSE CHORD BEARS NORTH 0°37'47" WEST, 527.71 FEET; THENCE NORTH 08°05'00" EAST ALONG SAID WEST LINE, 205.38 FEET; THENCE NORTHEASTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 3668.70 FEET, WHOSE ARC LENGTH IS 221.85 FEET AND WHOSE CHORD BEARS NORTH 06°21'50" EAST, 221.81 FEET; THENCE SOUTH 86°58'37" EAST, 236.98 FEET; THENCE NORTH 37°45'31" EAST, 162.42 FEET; THENCE NORTH 0°44'12" EAST, 228.27 FEET; THENCE NORTH 13°47'15" EAST, 88.99 FEET; THENCE NORTH 52°15'28" EAST, 45.29 FEET; THENCE NORTH 89°56'55" EAST, 156.55 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 21°30'38" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 123.77 FEET; THENCE SOUTH 70°27'32" EAST ALONG SAID EAST LINE, 115.52 FEET; THENCE SOUTH 0°39'51" EAST CONTINUING ALONG SAID EAST LINE, 62.76 FEET; THENCE SOUTH 09°54'35" EAST CONTINUING ALONG SAID EAST LINE, 124.84 FEET; THENCE SOUTH 27°22'35" EAST CONTINUING ALONG SAID EAST LINE, 245.85 FEET; THENCE SOUTH 08°04'11" WEST CONTINUING ALONG SAID EAST LINE, 108.56 FEET; THENCE SOUTH 47°25'39" WEST CONTINUING ALONG SAID EAST LINE, 124.89 FEET; THENCE SOUTH 60°11'26" WEST CONTINUING ALONG SAID EAST LINE, 263.72 FEET; THENCE SOUTH 66°09'01" WEST CONTINUING ALONG SAID EAST LINE, 225.20 FEET; THENCE SOUTH 31°33'07" WEST CONTINUING ALONG SAID EAST LINE, 75.55 FEET; THENCE SOUTH 53°22'11" WEST CONTINUING ALONG SAID EAST LINE, 185.82 FEET; THENCE SOUTH 13°25'47" EAST CONTINUING ALONG SAID EAST LINE, 128.29 FEET; THENCE SOUTH 65°07'12" EAST CONTINUING ALONG SAID EAST LINE, 125.06 FEET; THENCE SOUTH 11°02'10" WEST CONTINUING ALONG SAID EAST LINE, 213.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°45'00" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 242.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.84 ACRES (690,063 S.F.).

ACQUISITION PLAT

ACQUISITION DESCRIPTION

A PART OF LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 09°00'26" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 124.60 FEET; THENCE NORTHWESTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1759.30 FEET, WHOSE ARC LENGTH IS 529.71 FEET AND WHOSE CHORD BEARS NORTH 0°37'47" WEST, 527.71 FEET; THENCE NORTH 08°05'00" EAST ALONG SAID WEST LINE, 205.38 FEET; THENCE NORTHEASTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 3668.70 FEET, WHOSE ARC LENGTH IS 149.87 FEET AND WHOSE CHORD BEARS NORTH 06°55'34" EAST, 149.86 FEET; THENCE NORTH 86°40'30" EAST, 112.13 FEET; THENCE NORTH 38°58'26" EAST, 282.20 FEET; THENCE NORTH 03°24'10" EAST, 170.26 FEET; THENCE NORTH 42°37'03" EAST, 161.90 FEET; THENCE NORTH 89°56'55" EAST, 155.87 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 21°30'38" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 107.65 FEET; THENCE SOUTH 70°27'32" EAST ALONG SAID EAST LINE, 115.52 FEET; THENCE SOUTH 0°39'51" EAST CONTINUING ALONG SAID EAST LINE, 62.76 FEET; THENCE SOUTH 09°54'35" EAST CONTINUING ALONG SAID EAST LINE, 124.84 FEET; THENCE SOUTH 27°22'35" EAST CONTINUING ALONG SAID EAST LINE, 245.85 FEET; THENCE SOUTH 08°04'11" WEST CONTINUING ALONG SAID EAST LINE, 108.56 FEET; THENCE SOUTH 47°25'39" WEST CONTINUING ALONG SAID EAST LINE, 124.89 FEET; THENCE SOUTH 60°11'26" WEST CONTINUING ALONG SAID EAST LINE, 263.72 FEET; THENCE SOUTH 66°09'01" WEST CONTINUING ALONG SAID EAST LINE, 225.20 FEET; THENCE SOUTH 31°33'07" WEST CONTINUING ALONG SAID EAST LINE, 75.55 FEET; THENCE SOUTH 53°22'11" WEST CONTINUING ALONG SAID EAST LINE, 185.82 FEET; THENCE SOUTH 13°25'47" EAST CONTINUING ALONG SAID EAST LINE, 128.29 FEET; THENCE SOUTH 65°07'12" EAST CONTINUING ALONG SAID EAST LINE, 125.06 FEET; THENCE SOUTH 11°02'10" WEST CONTINUING ALONG SAID EAST LINE, 213.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°45'00" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 242.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.84 ACRES (690,063 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

02/01/2023

OWNER

RICH EYCHANER
POB 1797
DES MOINES, IA 50305-1797

BASIS OF BEARING

THE SOUTH LINE OF LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, IS ASSUMED TO BEAR NORTH 89°45'00" WEST FOR THE PURPOSE OF THIS SURVEY.

AREA

GROSS AREA: 15.84 ACRES (690,063 SF)
NE1/4, NW1/4 Sec. 19-80-23: 1.43 ACRES (62,092 SF)
SE1/4, NW1/4 Sec. 19-80-23: 13.57 ACRES (591,303 SF)
SW1/4, NE1/4 Sec. 19-80-23: 0.84 ACRES (36,668 SF)

AREA ABOVE RESERVED FOR RECORDER

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
egriffin@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT. LOT 1
CREEKVIEW GOLF PLAT 1
SEC. 19-80-23
REQUESTED BY:
CITY OF ANKENY

LEGEND

FEATURES

Section Corner
1/2" Rebar, Yellow Plastic Cap #17161
(Unless Otherwise Noted)
1/2" Rebar, Yellow Plastic Cap #19710
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Minimum Protection Elevation
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND

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M
R
D
C
MPE

SET

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

Erin D. Griffin, PLS Date 06/02/2023

License Number 19710
My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:
Sheets 1 and 2, of 2

PT.LOT 1, CREEKVIEW GOLF PLAT 1

ACQUISITION PLAT

ANKENY, IA

SNYDER & ASSOCIATES, INC. |



Project No: 122.1414.01

Page 12

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 122.1414.01

Sheet 1 of 2

MARK
Engineer:
Technician: AJD

REVISION
Checked By: EDG
Date: 04-26-2023

DATE
Scale: 1" = 200'
T-R-S: 80N-23W-S19



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Alpha Landscapes, LLC in the amount of \$79,988.00 for the construction of the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard: Landscape Improvements project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Alpha Landscapes, LLC for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard: Landscape Improvements project.

The NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard: Landscape Improvements project includes the installation of a fully-functioning drip irrigation system with electrical service, the installation of perennials and ornamental grasses in all four quadrants of the 36th Street and North Ankeny Boulevard intersection, and the installation of understory trees and overstory trees along the north side of NW 36th Street between NW Ash Drive and North Ankeny Boulevard.

The construction improvements include the installation of 181 perennials, 58 ornamental grasses, 9 understory trees, and 7 overstory trees. Other associated improvements include off-site topsoil, rock mulched planting beds with landscape fabric, permanent surface restoration, temporary traffic control, and miscellaneous associated work necessary to complete the project.

A request for proposal was sent out to fifteen (15) contractors. One proposal was received. The results of the request for proposal were as follows:

1. Alpha Landscapes, LLC \$79,988.00

The Engineer's Estimate for the project was \$98,090.00. The bid was 19% below the Engineer's Estimate. Alpha Landscapes, LLC has completed similar work as a sub-contractor on previous arterial roadway reconstruction projects for the City of Ankeny and they have the technical experience and capacity to undertake this project. The Public Works Department recommends award of the NW 36th Street Widening – NW Ash Dr to N Ankeny Blvd Landscape Improvements project to Alpha Landscapes, LLC of Slater, Iowa.

Pending City Council approval, work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than September 5, 2023 and no later than October 2, 2023 for Fall 2023 work, and/or no earlier than March 18, 2024 and no later than April 15, 2024 for Spring 2024 work**, and be completed as stated below, **except that the understory trees and the overstory trees shall be planted between October 1, 2023 and November 30, 2023, and/or between March 18, 2024 and May 15, 2024, and in weather above 32°F, in accordance with SUDAS Standard Specifications Section 9030, 3.01.** The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in August 2023. **Work on the improvement is prohibited between December 1, 2023 and March 17, 2024.**

The Contractor shall substantially complete the overall project **no later than May 24, 2024**. Substantial completion for the overall project shall be defined as all utility and irrigation construction completed and all installed plant material is accepted by the Engineer, with the adjacent streets, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project two (2) years after the project has been substantially completed. Full completion for the overall project shall be defined as the overall 2-year warranty period completed, any dead/diseased/dying plants replaced, and all installed plant material in a healthy condition as determined by the Engineer. **The overall 2-year warranty period is defined as an initial 1-year establishment period after installation is accepted by the Engineer, immediately followed by an additional 1-year warranty period after expiration of the 1-year establishment period, in**

accordance with SUDAS Standard Specifications Section 9030, 3.13, B.

FISCAL IMPACT: No

The NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard: Landscape Improvements project is included in the current 2023-2027 Capital Improvements Program for 2023 construction as a separate follow-up project to the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project that has been under construction in 2022 and the first half of 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from Alpha Landscapes, LLC for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard: Landscape Improvements project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Tabulation
 Contract

RESOLUTION 2023-XXX

A RESOLUTION ACCEPTING A PROPOSAL FROM ALPHA LANDSCAPES, LLC IN THE AMOUNT OF \$79,988.00 FOR THE CONSTRUCTION OF THE NW 36TH STREET WIDENING – NW ASH DRIVE TO NORTH ANKENY BOULEVARD: LANDSCAPE IMPROVEMENTS PROJECT.

WHEREAS, the City of Ankeny desires to install a drip irrigation sytem, perennials, and ornamental grasses in the corners of the North Ankeny Boulevard and 36th Street intersection, along with overstory and understory trees along the north side of NW 36th Street between NW Ash Drive and North Ankeny Boulevard, as a follow-up project to the NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard project, and;

WHEREAS, a request for proposal was sent out to fifteen (15) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Alpha Landscapes, LLC	\$79,988.00
Engineer's Estimated Cost	\$98,090.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Alpha Landscapes, LLC in the amount of \$79,988.00 be accepted for the construction of the NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard: Landscape Improvements project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 19th day of June, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Bid Tabulation

NW 36 Street Widening - NW Ash Drive to North Ankeny Boulevard: Landscape Improvements
Perennials and ornamental grasses at 36th & Ankeny along with understory trees and overstory trees on NW 36th St
June 19, 2023

Item No.	Item	Unit	Engineer's Estimate			Alpha Landscapes, LLC		
			Total	Unit Price	Total Price	Total	Unit Price	Total Price
1	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	1	\$ 7,425.00	\$ 7,425.00
2	Temporary Traffic Control	LS	1	\$ 12,000.00	\$ 12,000.00	1	\$ 2,500.00	\$ 2,500.00
3	Perennials, 1 Gallon Container, with Warranty	EA	181	\$ 25.00	\$ 4,525.00	181	\$ 22.00	\$ 3,982.00
4	Ornamental Grasses, 1 Gallon Container, with Warranty	EA	58	\$ 30.00	\$ 1,740.00	58	\$ 22.00	\$ 1,276.00
5	Understory Trees, 1.5" Caliper, with Warranty	EA	9	\$ 450.00	\$ 4,050.00	9	\$ 475.00	\$ 4,275.00
6	Overstory Trees, 1.5" Caliper, with Warranty	EA	7	\$ 650.00	\$ 4,550.00	7	\$ 495.00	\$ 3,465.00
7	Off-Site Amended Topsoil, 12" Depth	CY	35	\$ 150.00	\$ 5,250.00	35	\$ 95.00	\$ 3,325.00
8	Rock Mulch, 3" Depth, 1 1/2" Clean River Rock w/ Fabric	TON	15	\$ 185.00	\$ 2,775.00	15	\$ 250.00	\$ 3,750.00
9	Water and Maintenance of Trees, per Trip	EA	12	\$ 725.00	\$ 8,700.00	12	\$ 145.00	\$ 1,740.00
10	Conventional Seeding and Fertilizing, Type 6, with BFM	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 3,500.00	\$ 3,500.00
11	Electrical Service for Irrigation System	LS	1	\$ 12,000.00	\$ 12,000.00	1	\$ 12,800.00	\$ 12,800.00
12	Drip Irrigation System	LS	1	\$ 30,000.00	\$ 30,000.00	1	\$ 31,950.00	\$ 31,950.00
TOTAL AMOUNT BID =			\$ 98,090.00			\$ 79,988.00		

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this **19th** day of **June, 2023**, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and **Alpha Landscapes, LLC**, hereinafter called the "Contractor."

WITNESSETH:

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

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

NW 36TH STREET WIDENING – NW ASH DR TO N ANKENY BLVD **LANDSCAPE IMPROVEMENTS**

The NW 36th Street Widening – NW Ash Dr to N Ankeny Blvd Landscape Improvements project includes the installation of a fully-functioning drip irrigation system with electrical service, the installation of perennials and ornamental grasses in all four quadrants of the 36th Street and North Ankeny Boulevard intersection, and the installation of understory trees and overstory trees along the north side of NW 36th Street between NW Ash Drive and North Ankeny Boulevard.

The construction improvements include the installation of 181 perennials, 58 ornamental grasses, 9 understory trees, and 7 overstory trees. Other associated improvements include off-site topsoil, rock mulched planting beds with landscape fabric, permanent surface restoration, temporary traffic control, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Seventy-Nine Thousand, Nine Hundred Eighty-Eight and 00/100 DOLLARS (\$79,988.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders as noted below:

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than September 5, 2023 and no later than October 2, 2023 for Fall 2023 work, and/or no earlier than March 18, 2024 and no later than April 15, 2024 for Spring 2024 work**, and be completed as stated below, **except that the understory trees and the overstory trees shall be planted between October 1, 2023 and November 30, 2023, and/or between March 18, 2024 and May 15, 2024, and in weather above 32°F, in accordance with SUDAS Standard Specifications Section 9030, 3.01.** The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in August 2023. **Work on the improvement is prohibited between December 1, 2023 and March 17, 2024.**

The Contractor shall substantially complete the overall project **no later than May 24, 2024.** Substantial completion for the overall project shall be defined as all utility and irrigation construction completed and all installed plant material is accepted by the Engineer, with the adjacent streets, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project two (2) years after the project has been substantially completed. Full completion for the overall project shall be defined as the overall 2-year warranty period completed, any dead/diseased/dying plants replaced, and all installed plant material in a healthy condition as determined by the Engineer. **The overall 2-year warranty period is defined as an initial 1-year establishment period after installation is accepted by the Engineer, immediately followed by an additional 1-year warranty period after expiration of the 1-year establishment period, in accordance with SUDAS Standard Specifications Section 9030, 3.13, B.**

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

JURISDICTION:

By _____

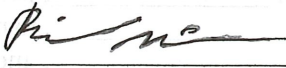
(Seal)

ATTEST: _____

CONTRACTOR:

ALPHA Landscapes, LLC

Contractor

By  _____

Signature

President

Title

31273 510th ave

Street Address

Slater, IA, 50244

City, State, Zip Code

515 984 2651

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 3 2 8 - 4 3 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

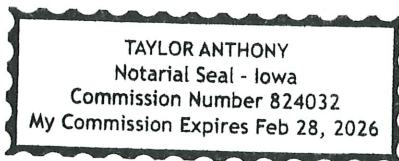
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Story County)

On this 16th day of June, 2023, before me a Notary Public in and for said county, personally appeared Riley Marin, to me personally known, who being by me duly sworn did say that person is President of said Alpha Landscapes, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said Alpha Landscapes, by authority of its managers and the said President acknowledged the execution of said instrument to be the voluntary act and deed of said Riley Marin, by it voluntarily executed.



Taylor Anthony
Notary Public in and for the State of Iowa
My commission expires Feb 28, 2026

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
1	Mobilization	LS	1	\$ 7,425.00	\$ 7,425.00
2	Temporary Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00
3	Perennials, 1 Gallon Container, with Warranty	EA	181	\$ 22.00	\$ 3,982.00
4	Ornamental Grasses, 1 Gallon Container, with Warranty	EA	58	\$ 22.00	\$ 1,276.00
5	Understory Trees, 1.5" Caliper, with Warranty	EA	9	\$ 475.00	\$ 4,275.00
6	Overstory Trees, 1.5" Caliper, with Warranty	EA	7	\$ 495.00	\$ 3,465.00
7	Off-Site Amended Topsoil, 12" Depth	CY	35	\$ 95.00	\$ 3,325.00
8	Rock Mulch, 3" Depth, 1 1/2" Clean River Rock w/ Fabric	TON	15	\$ 250.00	\$ 3,750.00
9	Water and Maintenance of Trees, per Trip	EA	12	\$ 145.00	\$ 1,740.00
10	Conventional Seeding and Fertilizing, Type 6, with BFM	LS	1	\$ 3,500.00	\$ 3,500.00
11	Electrical Service for Irrigation System	LS	1	\$ 12,800.00	\$ 12,800.00
12	Drip Irrigation System	LS	1	\$ 31,950.00	\$ 31,950.00

TOTAL CONTRACT AMOUNT =

\$ 79,988.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Alpha Landscapes, LLC, as Principal (hereinafter the "Contractor" or "Principal") and United Fire & Casualty Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Seventy-Nine Thousand, Nine Hundred Eighty-Eight and 00/100 DOLLARS (\$79,988.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 19th day of June, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

NW 36TH STREET WIDENING – NW ASH DR TO N ANKENY BLVD
LANDSCAPE IMPROVEMENTS

The NW 36th Street Widening – NW Ash Dr to N Ankeny Blvd Landscape Improvements project includes the installation of a fully-functioning drip irrigation system with electrical service, the installation of perennials and ornamental grasses in all four quadrants of the 36th Street and North Ankeny Boulevard intersection, and the installation of understory trees and overstory trees along the north side of NW 36th Street between NW Ash Drive and North Ankeny Boulevard.

The construction improvements include the installation of 181 perennials, 58 ornamental grasses, 9 understory trees, and 7 overstory trees. Other associated improvements include off-site topsoil, rock mulched planting beds with landscape fabric, permanent surface restoration, temporary traffic control, and miscellaneous associated work necessary to complete the project.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 19th day of June, 2023.

PRINCIPAL:

Alpha Landscapes LLC

Contractor

By



Signature

President

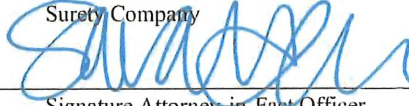
Title

SURETY:

United Fire & Casualty Company

Surety Company

By



Signature Attorney-in-Fact Officer

Sara Huston, Attorney-in-Fact

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

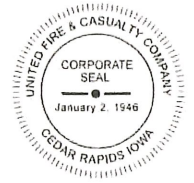
Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number



NOTE:

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



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, DIONE R. YOUNG, MICHELLE GRUIS, KATHLEEN BREWER, SETH D. ROOKER, SARA HUSTON, SHELBY GREINER, GINGER HOKE, JOHN CORD, JOE TIERNAN, JENNIFER MARINO, BEN WILLIAMS, KATE ZANDERS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

18th day of March, 2022



UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By:

Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 4/23/2024

Judith A. Jones
Notary Public
My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 19th day of June 2023.



By:

Mary A. Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2023

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

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

PRODUCER Miller, Fidler & Hinke Insurance Agency 2540 SE Encompass Drive Waukee IA 50263	CONTACT NAME: Sam Smith PHONE (A/C, No, Ext): 515-223-6757 E-MAIL ADDRESS: ssmith@mfhins.com FAX (A/C, No): 515-223-5344
INSURED Alpha Landscapes LLC 31273 510th Ave Slater IA 50244	INSURER(S) AFFORDING COVERAGE INSURER A: WEST BEND MUT INS GRP INSURER B: West Bend Mutual INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1295123121**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Ongoing Ops GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	B004361	12/16/2022	12/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	B004361	12/16/2022	12/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	B004361	12/16/2022	12/16/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	B004366	12/16/2022	12/16/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Leased Rented Equipment			B004361	12/16/2022	12/16/2023	Limit 125,000

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

Project: NW 36th Street Widening - NW Ash Dr to N Ankeny Blvd Landscape Improvements
City of Ankeny is listed as Blanket Additional insured in regards to General Liability, Auto Liability as required by written contract on a primary & non-contributory basis. Forms CG2010, CG2037. Waiver of Subrogation applies in favor of City of Ankeny in regards to General Liability and Workers Compensation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny IA 50023

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

AUTHORIZED REPRESENTATIVE

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ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

Strengthen Community Engagement

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to allow waiver of the requirements of Ankeny Municipal Code Section 142.02(E)10 in lieu of a Hold Harmless Agreement for Kuhn's Bakery during SummerFest.

EXECUTIVE SUMMARY:

Ankeny Municipal Code Section 142.02(E)10 requires proof of general liability insurance for mobile food vendors in the amount of at least \$500,000 per occurrence /\$1M aggregate and \$500,000 for property damage. A certificate of insurance must name the City of Ankeny as a "Certificate Holder" prior to the issuance of a mobile food vendor license.

Kuhn's Bakery, 14583 Jewel Avenue, Drakesville, Iowa, is owned and operated by an Amish family. They have applied for a mobile food vendor license to operate during SummerFest. The Amish community does not carry general liability insurance for religious reasons.

Legal counsel states that there is nothing specific to mobile food vendor religious exemptions in the Iowa Code. However, general Constitutional law as well as Iowa Code Chapter 216 and specifically 216.7 give protection for religion.

It is counsel's opinion that we should waive the requirements of Ankeny Municipal Code Section 142.02(E)10 for the reason that the Amish community does not carry such insurance for religious reason. In this case, the City will accept a hold harmless agreement in lieu of the insurance requirements.

The Ankeny Area Chamber of Commerce has approved Kuhn's Bakery as a vendor SummerFest on July 7 and 8, 2023. They approve the requested waiver of insurance and The Ankeny Area Chamber of Commerce will provide a certificate of liability insurance that lists the City of Ankeny as a certificate holder.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ankeny Area Chamber of Commerce statement
 Hold Harmless Agreement



ANKENY

area chamber of commerce

1631 SW Main St #204-205,

Ankeny, IA 50023

(515) 964-0685 | www.ankeny.org

INVESTOR MEMBERS



THE DISTRICT



CENTRAL BANK



PREMIER MEMBERS



JOHN DEERE

Availa  Bank

Real Estate Professionals Group | RE/MAX Concepts

DANIELLE



Elev8Talent Group

Executive Recruiting

Suifert



community state bank



Bankers
Trust.



Community
Choice



June 14, 2023

To the City of Ankeny,

The Ankeny Area Chamber of Commerce approves the waiver on behalf of Kuhn's Bakery to be a vendor at Ankeny Chamber SummerFest July 7th and 8th, 2023. The Ankeny Area Chamber will provide a certificate of insurance with the City of Ankeny listed as a certificate holder.

Thanks,

Melisa Cox

Melisa Cox
President/CEO



Event Date: July 7+8

Event Title/Name: Ankeny Summer Fest

Event Sponsor/Producer: Ankeny Area Chamber

In consideration of the approval of this Application, the undersigned agrees to hold the City of Ankeny harmless and indemnify the City for any negligent, reckless, or intentional act attributable to the Applicant or the Applicant's officials, employees, agents, or volunteers. The Applicant, on its behalf and that of its officials, employees, agents and volunteers further waives any and all rights and claims for damages the Applicant or its officials, employees, agents or volunteers may have against individuals associated with this event, including the City of Ankeny and its employees, officers, agents and assigns, for any and all injuries suffered at said event. The Applicant assumes all risks associated with this event.

Date signed: 5-22-23

Jacob Kuhns
Printed name of applicant

Jacob Kuhns
Signature of applicant

Date signed: 5-22-23

Ruby Kuhns
Printed name of applicant

Ruby Kuhns
Signature of applicant



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider a motion to adopt a **RESOLUTION** setting a public hearing on amending the code of ordinances of the City of Ankeny, Iowa, by creating Chapter 78 – Provisions pertaining to operation of golf carts on City streets (date of hrg: 7/17/2023 @ 5:30 p.m.)

EXECUTIVE SUMMARY:
City Council members have expressed a desire to amend the Ankeny Municipal Code to allow for operation of golf carts on city streets. Presentations were provided to the Council on February 6 2023, April 3, 2023, and June 5, 2023 regarding golf carts and proposed recommendations by City staff. As directed during said meetings, changes requested by City Council have been incorporated into a draft ordinance and a public hearing date is being proposed.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
To approve setting the public hearing for July 17, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Discussion on golf carts occurred at City Council Action Planning Sessions on February 6, 2023, April 3, 2023, and June 5, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution - Setting Date for Public Hearing - Golf Carts
 Notice of Public Hearing
 Proposed Golf Cart Ordinance

RESOLUTION 2023-XX

**A RESOLUTION SETTING A PUBLIC HEARING ON AMENDING THE CODE OF ORDINANCES OF
THE CITY OF ANKENY, IOWA, BY CREATING CHAPTER 78 – PROVISIONS PERTAINING TO
OPERATION OF GOLF CARTS ON CITY STREETS**

WHEREAS, the City Council of Ankeny, Iowa is considering an amendment to the Ankeny Code of Ordinances; and

WHEREAS, creation of Chapter 78, Golf Cart Regulations, is being considered as it pertains to golf cart usage; and

WHEREAS, motorized vehicles known as golf carts are not permitted to be operated on public streets in the City of Ankeny; and

WHEREAS, City Council is considering to allow the operation of golf carts within the City limits on certain public streets if all conditions of the proposed ordinance are met; and

WHEREAS, the City Council determined that it is necessary to set this matter for a public hearing to receive input for and against the proposed ordinance from any interested party.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa sets a public hearing on the proposed amendment in the Council Chambers at Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa 50023 for July 17th, 2023 at 5:30 p.m. at which time it will hear comments for or against the adoption of a proposed amendment; and the City Clerk is hereby authorized and directed to publish notice of this hearing as required by law.

Passed and approved this 19th day of June, 2023.

Mark E. Holm, Mayor

Michelle Yuska, City Clerk

**NOTICE OF HEARING CONCERNING AMENDMENTS TO THE ANKENY CODE OF
ORDINANCES PERTAINING TO ALLOWING GOLF CART USE ON PUBLIC
STREETS**

Notice is hereby given that a public hearing will be held by the City of Ankeny, Iowa on the 17th day of July, 2023 at 5:30 P.M. in the City Council Chambers located at Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023, for the purpose of amending the Ankeny Code of Ordinances.

The proposed comprehensive changes are to create Chapter 78 of the Code of Ordinances – Golf Cart Regulations – as it pertains to golf cart usage on public roads. A copy of the proposed amendments to the Code of Ordinances of the City of Ankeny, Iowa is available on the City’s website at www.ankenyiowa.gov and in the City Clerk’s Office.

At the aforementioned time, oral comments may be made on the proposed amendments to the Code of Ordinances. Written comments may be filed electronically and sent to the City Clerk at myuska@ankenyiowa.gov or can be sent to Ankeny City Hall, 410 West First Street, Ankeny, IA 50023 prior to 4:30 P.M. on July 17, 2023. After said hearing, the City may take action on the proposed amendment.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend and submit comments virtually by the following methods:

1. Join Meeting Electronically:

<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtVHNxcWZFak9Pd09>

Meeting ID: 973 1299 2966 Passcode: 1234

2. Join Meeting by Phone:

Dial: +1 312 626 6799

Meeting ID: 973 1299 2966 Passcode: 1234

Questions regarding this hearing or the availability of documentation may be directed to the City Clerk’s Office at 515-965-6405.

DATED this 19th day of June, 2023.

Michelle Yuska, City Clerk

Published in the Des Moines Register on the Xth day of XXXXXX, 2023.

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY CREATING CHAPTER 78 PERTAINING TO GOLF CARTS

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION 1. CHAPTER CREATED: That Chapter 78 GOLF CART REGULATIONS of the Code of Ordinances of the City of Ankeny, Iowa, is created:

CHAPTER 78 GOLF CART REGULATIONS

78.01 Purpose	78.06 Requirements for Golf Carts
78.02 Effective Dates and Termination	78.07 Violation of a Stop Signal
78.03 Definitions	78.08 Accident Reports
78.04 General Regulations	78.09 Penalty
78.05 Places of Operation	78.10 Limitation of Liability of City and Adjoining Owners

78.01 PURPOSE. The purpose of this chapter is to regulate the operation of golf carts within the City as enabled by Code of Iowa, Section 321.247.

78.02 EFFECTIVE DATES AND TERMINATION. This chapter shall only remain in effect from the effective date of passage, pursuant to Iowa Code 380.6, for a period of twenty-four (24) months after said date.

78.03 DEFINITIONS.

1. “Golf Cart” means a four (4) wheeled recreational vehicle primarily designed for transportation of person(s) and sporting equipment in the sport of golf that is either electric powered or gas powered.
2. “Operate” means to ride in or on, other than as a passenger, use, or control the operation of a golf cart in any manner, whether or not the golf cart is moving.
3. “Operator” means a person who operates or is in actual physical control of a golf cart.
4. “Person” means an individual, partnership, firm, corporation, association, any body of persons, whether incorporated or not, and the state, its agencies, and political subdivisions.
5. “Street or Highway” means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular travel, except in public areas in which the boundary shall be thirty-three (33) feet each side of the center line of the roadway.

78.04 GENERAL REGULATIONS.

1. A person shall not operate a golf cart within the City in violation of the provisions of Chapter 321.247 of the Code of Iowa, and shall operate a golf cart in accordance with this chapter.
2. Golf carts are not subject to registration provisions of Code of Iowa, Chapter 321.

(Code of Iowa, Sec. 321.247[2])

78.05 PLACES OF OPERATION. The operators of golf carts shall comply with the following restrictions as to where golf carts may be operated within the City:

1. Properly equipped golf carts may be operated upon any City roadway with a speed limit of 25 miles per hour or less.
2. The speed limit for golf carts shall be established at not greater than 25 miles per hour or the speed limit for motor vehicles, whichever is lower, on all segments of City roads.
3. Golf carts may be operated on City streets and alleys only between sunrise and sunset, except during times when the snow ordinance is in effect, at which time golf cart operation is prohibited.

(Code of Iowa, Sec. 321.247[1])

4. Operators of golf carts must adhere to all traffic and parking laws, codes, rules, and regulations, applicable to other motor vehicles, unless directed otherwise by this chapter.
5. Exceptions. Golf carts may be operated on prohibited streets only under the following circumstances:
 - a. Direct Crossing. Golf carts may make a direct crossing of a prohibited street provided all of the following occur:
 - i. The crossing is made at an angle of approximately ninety degrees (90°) to the direction of the street and at a place where no obstruction prevents a quick and safe crossing;
 - ii. The golf cart is brought to a complete stop before crossing the street;
 - iii. The driver yields the right-of-way to all on-coming traffic which constitutes an immediate hazard; and
 - iv. In crossing a divided street, the crossing is made only at an intersection of such street with another street.
 - b. Notwithstanding any prohibitions in this chapter, a golf cart may be operated contrary to regulations prescribed in this chapter in a police designated emergency or by any recognized government employees involved in performing essential services for the City, by any duty law enforcement officers in accordance with the performance of their duties, or by construction or maintenance authorized by the City.
6. Railroad Right-of-way. Golf carts shall not be operated on an operating railroad right-of-way. A golf cart may be driven directly across a railroad right-of-way only at an established crossing and, notwithstanding any other provisions of law, may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic.
7. Parks and Other City Land. Golf carts shall not be operated in any park, on any trail, on any playground, or upon any other City-owned property without the express permission of the City. Additionally, golf carts being lawfully operated may utilize City-owned driveways, lanes, and parking lots and shall be parked in standard automobile parking spaces but shall not be parked on any streets or alleys at any time.

8. Paved Surfaces. Golf carts shall be operated on paved surfaces only, unless yielding the right-of-way.
9. Single File. All golf cart operators shall ride single file.
10. Street Etiquette. All golf cart operators shall ride on the righthand side of the paved portion of the street or highway, unless making a left turn. Operation on the gravel shoulders, grassy in-slope, ditches, or other street or highway right-of-way is prohibited, unless yielding right-of-way.
11. Traffic Congestion. When necessary to prevent congestion of traffic, golf carts shall be pulled to the right-hand edge of streets and be stopped to allow other motor vehicles traveling in the same direction to pass.
12. Sidewalk or Parking. Golf carts shall not be operated upon the public sidewalk, trail or that portion of the street located between the curblane and the sidewalk or property line commonly referred to as "the parking" except for purposes of crossing the same to a public street upon which operation is authorized by this chapter.
13. Private Property. Golf carts shall not be operated upon private property without the consent of the owner or occupier thereof.

78.06 REQUIREMENTS FOR GOLF CARTS. Operators of golf carts must adhere to the following equipment requirements and restrictions while operating golf carts within the City limits:

1. Operators of golf carts within City limits must be 18 years of age or older and possess a valid driver's license.
2. A person shall not operate a golf cart within the City limits unless the operator has proof of insurance complying with that required of an operator of a motor vehicle pursuant to applicable provisions of the Iowa Code, Rules and Regulations, including but not limited to Iowa Code §§ 321.20B and 321A.21.
3. A person shall not operate a golf cart on any road, street, highway or interstate prohibited by the State of Iowa.
4. Operators of golf carts must adhere to all traffic and parking laws, codes, rules, and regulations applicable to other motor vehicles, unless directed otherwise by this chapter.
5. Golf carts must be equipped with:
 - a. A slow-moving vehicle sign.
 - b. A bicycle safety flag, the bottom of which shall be above the top of the golf cart.
 - c. Adequate brakes.

(Code of Iowa, Sec. 321.247[1])

 - d. Headlights and taillights, which shall be on at all times while the golf cart is being operated on any public street or alley in the City.
 - e. Rear view mirror – driver's side.
 - f. Brake lights.
 - g. Operational turn signals.
 - h. Operational horn.
6. No golf cart may be modified from factory specifications except to comply with the requirements set forth in this chapter.

7. If seatbelts are available, they must be used by all occupants.
8. The operator and every occupant of a golf cart shall be limited to the seating capacity as designed by the manufacturer and all occupants shall remain seated in a seat designed to hold passengers while the golf cart is in motion. The operator shall not transport a person on a part of the golf cart not designed or intended to transport a passenger.
9. No person may ride on the lap of another.
10. No cargo, materials, supplies, or other items may be transported on golf cart without being properly restrained.
11. No item or person shall be towed by a golf cart at any time.
12. The operator of a golf cart shall yield the right of way to pedestrians, bicycles, electric scooters, electric bicycles, and other personal transportation devices as defined in Chapter 76.
13. No open containers of alcohol shall be allowed while the golf cart is being operated.
14. Drivers may not operate a golf cart under the influence of intoxicating liquor or narcotics or habit-forming drugs as prescribed under Iowa Code Chapter 321J.
15. No golf cart will be operated in a careless or reckless manner so as to: endanger any person; cause injury or damage to person or property; create unnecessary skidding or sliding; or cause a wheel or wheels to lose traction or contact with the ground.
16. The operator of a golf cart shall be responsible for the safety of all passengers on the golf cart and shall not allow reckless or dangerous behavior by passengers of said vehicles.

78.07 VIOLATION OF A STOP SIGNAL. A person, after having received a visual or audible signal from a peace officer to come to a stop, shall not operate a golf cart in willful or wanton disregard of the signal or interfere with or endanger the officer or any other person or vehicle, or increase speed or attempt to flee or elude the officer.

78.08 ACCIDENT REPORTS. Whenever any golf cart is involved in an accident resulting in injury or death to anyone or property damage amounting to \$200 or more, either the owner, operator or someone acting on their behalf shall immediately notify a law enforcement officer and shall file an accident report within 48 hours in accordance with state law.

78.09 PENALTY. All violations of any provision(s) of Chapter 78 are hereby declared simple misdemeanors punishable by a fine of at least \$100 plus surcharge and court costs and/or municipal infractions punishable by a penalty as listed in Chapter 4 of this Code of Ordinances. Violations may be charged as either a misdemeanor criminal offense or a municipal infraction at the sole discretion of the peace officer.

78.10 LIMITATION OF LIABILITY OF CITY AND ADJOINING OWNERS. The city and the owners or tenants of property adjoining public lands or right-of-way of a public street or roadway and their agents and employees owe no duty of care to keep public lands, ditches, or land contiguous to a street or roadway under the control of the city safe for entry or use by persons operating a golf cart, or to give any warning of a dangerous condition, use, structure, or activity on the premises to persons entering for such purposes, except in the case of willful or malicious failure to guard or warn against a dangerous condition, use, structure, or activity. This section does not create a duty of care or grounds for liability on behalf of the city, or owners or tenants of property adjoining public lands or the right-of-way of public street or roadways and their agents and employees for injury to persons or property in the operation of a golf cart in a ditch or on land contiguous to a street or roadway under the control of the city. The city, and the owners or tenants of property adjoining public lands or the right-of-way of a public street or roadway and their agents and employees are not liable for the operation of a golf cart in violation of this chapter.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____, 20____.

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



Print

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

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, 2023 through July 15, 2024, with a premium amount of \$535,103.

EXECUTIVE SUMMARY:

The following factors impacted the premium:

1. Growth in vehicle and property valuations.
2. Increasing reinsurance costs.
3. Increased exposure due to growth.

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 \$535,103, an increase of \$92,276.

CITY MANAGER'S RECOMMENDATIONS:

Approve the renewal of the general insurance policy with Iowa Communities Assurance Pool (ICAP) for the policy year July 16, 2023 through July 15, 2024, with a premium amount of \$535,103.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 General Insurance Renewal
 Insurance Summary



Member Invoice

Member Name: City of Ankeny
Policy Number: R0408PC2023-1

Anniversary Date: 07/16/2023

Coverage	Limit of Coverage	Contribution
General Liability	\$2,000,000	\$98,841
Auto Liability	\$2,000,000	\$39,551
Law Enforcement Liability	\$2,000,000	\$37,400
Public Officials Liability	\$2,000,000	\$24,616
Excess Liability	\$13,000,000	\$60,013
Vehicles	\$13,706,312	\$63,598
Property	\$181,844,567	\$211,084
Equipment Breakdown	Included	Included
Crime	\$50,000	\$0
TOTAL CONTRIBUTION		\$535,103

MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR BEFORE:
07/16/2023

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	22-23 Premium	23-24 Premium	\$ Difference
Property	164,990	211,084	46,094
Total Blanket TIV	151,865,598	166,511,412	14,645,814
Building	148,599,472	165,713,331	17,113,859
Personal Property	9,204,497	9,204,497	
Fine Arts	80,500	80,500	
Misc Property Scheduled	4,928,498	5,246,617	318,119
Misc Property Unscheduled	1,514,899	1,599,622	84,723
Average Rate	0.11	0.13	0.02
Deductible	25,000	25,000	
General Liability	80,262	98,841	18,579
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	25,000	25,000	
Employee Benefit Liability	1,000,000	1,000,000	
Professional Liability	56,418	62,016	5,598
Public 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	
Work Comp	388,786	438,716	49,930
Total Payroll	29,363,363	32,468,098	3,104,735
Deductible Each Occurrence	25,000	25,000	
411 "Medical Only" Deductible -Each Occurrence	250,000	250,000	
Auto	88,447	103,149	14,702
Liability Limit	2,000,000	2,000,000	
Vehicle Value Limit	12,941,257	13,706,312	765,055
Vehicle Count	200	206	6
Excess Liability	52,710	60,013	7,303
Limit	13,000,000	13,000,000	



COVERAGES	22-23 Premium	23-24 Premium	\$ Difference
Crime ICAP - Excess	Included	Included	
Employee Theft	50,000	50,000	
Forgery or Alterations	10,000	10,000	
Computer/Funds Transfer	10,000	10,000	
Deductible	25,000	25,000	
Crime	5,435	5,053	(382)
Employee Dishonesty	1,000,000	1,000,000	
Cyber	55,315	56,197	882
Aggregate Limit	2,000,000	2,000,000	
ACCOUNT PREMIUM	892,363	1,035,069	142,706



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
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, 2023 through July 15, 2024, with a premium amount of \$61,250.

EXECUTIVE SUMMARY:
There are no recommended changes to the crime policy.
There are no recommended changes to the cyber policy.

FISCAL IMPACT: **Yes**
The premium for crime coverage is \$5,053, a decrease of \$382.
The premium for cyber coverage is \$56,197, an increase of \$882.

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, 2023 through July 15, 2024, with a premium amount of \$61,250.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Insurance Summary



COVERAGES	22-23 Premium	23-24 Premium	\$ Difference
Property	164,990	211,084	46,094
Total Blanket TIV	151,865,598	166,511,412	14,645,814
Building	148,599,472	165,713,331	17,113,859
Personal Property	9,204,497	9,204,497	
Fine Arts	80,500	80,500	
Misc Property Scheduled	4,928,498	5,246,617	318,119
Misc Property Unscheduled	1,514,899	1,599,622	84,723
Average Rate	0.11	0.13	0.02
Deductible	25,000	25,000	
General Liability	80,262	98,841	18,579
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	25,000	25,000	
Employee Benefit Liability	1,000,000	1,000,000	
Professional Liability	56,418	62,016	5,598
Public 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	
Work Comp	388,786	438,716	49,930
Total Payroll	29,363,363	32,468,098	3,104,735
Deductible Each Occurrence	25,000	25,000	
411 "Medical Only" Deductible -Each Occurrence	250,000	250,000	
Auto	88,447	103,149	14,702
Liability Limit	2,000,000	2,000,000	
Vehicle Value Limit	12,941,257	13,706,312	765,055
Vehicle Count	200	206	6
Excess Liability	52,710	60,013	7,303
Limit	13,000,000	13,000,000	



COVERAGES	22-23 Premium	23-24 Premium	\$ Difference
Crime ICAP - Excess	Included	Included	
Employee Theft	50,000	50,000	
Forgery or Alterations	10,000	10,000	
Computer/Funds Transfer	10,000	10,000	
Deductible	25,000	25,000	
Crime	5,435	5,053	(382)
Employee Dishonesty	1,000,000	1,000,000	
Cyber	55,315	56,197	882
Aggregate Limit	2,000,000	2,000,000	
ACCOUNT PREMIUM	892,363	1,035,069	142,706



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
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, 2023 through June 30, 2024, with a premium amount of \$438,716.

EXECUTIVE SUMMARY:
The following factors impacted the premium:

1. Experience modification factor increased from .60 to .62.
2. Change in workers' compensation costs, with the largest payroll increase for 411 covered firefighters and drivers.
3. Increased payroll costs from \$17,935,685 to \$19,434,502 for non-411 covered payroll and from \$11,427,678 to \$13,033,596 for 411 covered payroll.

FISCAL IMPACT: **Yes**
The total premium amount for the policy year is \$438,716, an increase of \$49,930.

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, 2023 through June 30, 2024, with a premium amount of \$438,716.

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 5/11/2023

Policy Period: 7/1/2023-7/1/2024

Workers' Compensation Coverage

Class Code	Description	Rate	Payroll	Premium	Modified Premium	Discounted Premium
5506	Street or Road Paving	6.4%	1,342,342	85,910	53,264	18,702
7520	Waterworks Operations & Driver	2.78%	972,341	27,031	16,759	5,884
7580	Sewage Disposal Plant Operation	2.35%	838,678	19,709	12,220	4,291
7705V	Ambulance Service Companies, Volunteer EMS providers & drivers.	4.58%	121,890	5,583	3,461	1,215
7711	Volunteer Firefighters & Drivers	44.98%	595,110	267,680	165,962	58,273
7720	Police Officers & Drivers	3.08%	484,113	14,911	9,245	3,246
8380	Automobile - All Others	2.63%	407,857	10,727	6,651	2,335
8810	Clerical Office Employees - NO	0.19%	6,849,065	13,013	8,068	2,833
8810V	Elected or Appointed Officials	0.19%	55,000	104	64	22
9015	Building Maintenance - Operation	2.67%	675,000	18,022	11,174	3,923
9060	Clubs - Country	1.5%	891,762	13,376	8,293	2,912
9102	Parks NOC - All Employees	3.08%	1,995,127	61,450	38,099	13,377
9402	Street Cleaning & Drivers	4.4%	146,219	6,434	3,989	1,401
9410	Municipal Employees	2.26%	4,059,998	91,756	56,889	19,975
Totals:			19,434,502	635,706	394,138	138,389

Your IMWCA Discount for Workers' Compensation Coverage:

Longevity Credit:	\$ 27,590	7%
Loss Experience Credit:	\$ 98,535	25%
Large Premium Discount:	\$ 43,355	11%
Total Discount:	\$ 169,479	43%

Workers' Compensation Premium Calculation

Pure Premium:	\$ 635,706
Experience Modification Factor: X	.62
Modified Premium:	\$ 394,138
IMWCA Discount Amount: -	\$ 169,479
Discounted Premium:	\$ 224,659
Large Deductible (\$25,000) Discount: X	.77
Amended Premium:	\$ 172,987
Good Experience Bonus: X	.80
Expense Constant: +	\$ 160
Annual Premium:	\$ 138,549
Total Premium:	\$ 138,549

Other Coverage

Chapter 411 Medical Only Coverage

Class Code	Description	Rate	Payroll	Premium
7710M	Chapter 411 Firefighters & Drivers	11.25%	5,829,951	655,869
7720M	Chapter 411 Police Officers	1.57%	7,203,645	113,097
Totals:			13,033,596	768,966

Non-Statutory Medical Coverage

Rate: \$10/Volunteer, Minimum Premium \$100

Estimated Number of Volunteers 27 Rate: 10 Premium: 270

Chapter 411 Premium: 768,966

Large Deductible (\$250,000) Discount: X .39

Discounts calculated together before applied

Non-Stat. Vol. Premium: 270

Minimum Premium: 270

Total Estimated Coverage Premium: \$ 438,716

This is not an invoice.



COVERAGES	22-23 Premium	23-24 Premium	\$ Difference
Property	164,990	211,084	46,094
Total Blanket TIV	151,865,598	166,511,412	14,645,814
Building	148,599,472	165,713,331	17,113,859
Personal Property	9,204,497	9,204,497	
Fine Arts	80,500	80,500	
Misc Property Scheduled	4,928,498	5,246,617	318,119
Misc Property Unscheduled	1,514,899	1,599,622	84,723
Average Rate	0.11	0.13	0.02
Deductible	25,000	25,000	
General Liability	80,262	98,841	18,579
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	25,000	25,000	
Employee Benefit Liability	1,000,000	1,000,000	
Professional Liability	56,418	62,016	5,598
Public 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	
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Vehicle Count	200	206	6
Excess Liability	52,710	60,013	7,303
Limit	13,000,000	13,000,000	



COVERAGES	22-23 Premium	23-24 Premium	\$ Difference
Crime ICAP - Excess	Included	Included	
Employee Theft	50,000	50,000	
Forgery or Alterations	10,000	10,000	
Computer/Funds Transfer	10,000	10,000	
Deductible	25,000	25,000	
Crime	5,435	5,053	(382)
Employee Dishonesty	1,000,000	1,000,000	
Cyber	55,315	56,197	882
Aggregate Limit	2,000,000	2,000,000	
ACCOUNT PREMIUM	892,363	1,035,069	142,706



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** approving to pay the remaining Joint Public Service Agreement debt service payments to Polk County.

EXECUTIVE SUMMARY:

On May 7, 2007, the City entered into a Joint Public Service Agreement with Polk County for the purpose of a joint project to finance, design, acquire land, and construct the Saylor Creek, Rock Creek, Tonini and Berwick Sewer Segments.

Polk County issued General Obligation Capital Loan Notes to the fund the project and the City is required to make annual debt service payments to Polk County for their share of the project.

As planned in the FY 2023 budget, it is the City's intent to pay off it's share of the remaining debt service.

FISCAL IMPACT: **Yes**

There are sufficient funds in the Sewer Fund to pay off the remaining \$3,895,166.78 in debt service payments.

CITY MANAGER'S RECOMMENDATIONS:

Recommend approval to pay the remaining Joint Public Service Agreement debt service payments to Polk County.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Sewer Fund Cash Flow presented on February 27, 2023 as a part of the annual budget process showed the payoff in FY 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Invoice

RESOLUTION

A RESOLUTION APPROVING TO PAY THE REMAINING JOINT PUBLIC SERVICE AGREEMENT DEBT SERVICE PAYMENTS TO POLK COUNTY

WHEREAS, the City of Ankeny, Polk County, Iowa is a duly organized municipal corporation within the State of Iowa, and

WHEREAS, on May 7, 2007, the City of Ankeny entered into a Joint Public Service Agreement with Polk County for the purpose of a joint project to finance, design, acquire land, and construct the Saylor Creek, Rock Creek, Tonini and Berwick Trunk Sewer Segments, and

WHEREAS, Polk County issued General Obligation Capital Loan Notes to fund the project, and

WHEREAS, the City of Ankeny is required to make annual debt service payments to Polk County for their share of the project costs, and

WHEREAS, the City of Ankeny desires to pay the remaining debt service payments to Polk County in the amount of \$3,895,166.78, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that it approves to pay the remaining debt service payments to Polk County in the amount of \$3,895,166.78.

Passed and approved the 19th day of June, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk



Public Works Department

Robert Rice, Director
5885 NE 14 Street
Des Moines, Iowa 50313
Ph 515.286.3705
Fax 515.286.3437
Email: publicworks@polkcountyiowa.gov
www.polkcountyiowa.gov

May 17th, 2023

City of Ankeny
Attn. Mike Shrock
410 West First Street
Ankeny, IA 50023

RE: Trunk Sewer Joint Public Service Agreement – Early Payoff

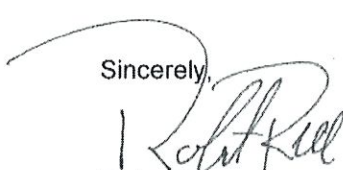
Dear Mike:

Per request of the City of Ankeny for early payoff of the project which was approved in the Joint Public Service Agreement in May 2007, below is the payoff of the remaining balance due by June 30th.

Principal: \$3,885,540.78
Accrued Interest: \$9,626.00
Total Payment: \$3,895,166.78

If you have any questions, or would like to discuss, please feel free to contact us.

Sincerely,



Robert Rice
Director of Public Works



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Police

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve agreement for crossing guard services for the 2023-2024 school year between the City of Ankeny, the Ankeny Community School District and All City Management Services, Inc.

EXECUTIVE SUMMARY:

The City of Ankeny and the Ankeny Community School District desire to renew an agreement with All City Management Services, Inc. for private crossing guard services for the 2023-2024 school year.

All costs including recruitment, background clearance, training, equipment, workers' compensation insurance, liability insurance, FICA and Medicare taxes, supervision, payroll and management of the crossing guard program will be administered by All City Management Services, Inc. The crossing guards are employees of the contractor, not the City of Ankeny or the Ankeny Community School District.

FISCAL IMPACT: **Yes**

The cost to provide 21 school crossing guards shall not exceed \$230,656 per year or \$115,328 for each the City and Ankeny Community School District, an increase of \$26,104 or \$13,052.

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Agreement for Crossing Guard Services



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated June 8, 2023 and is between the CITY OF ANKENY (hereinafter called the "City"), the ANKENY COMMUNITY SCHOOL DISTRICT (hereinafter called “ACSD”) and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on or around July 1, 2023 and ends on June 30, 2024 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. Contractor shall update City and ACSD as to personnel ready to deploy. City, after consultation with the Ankeny Community School District, agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks confirm employment eligibility through and E-Verify on all prospective personnel. The Crossing guard background check shall include the verification of age, E-Verify, drug screening, and a criminal records check that searches arrests and convictions nationwide. The Contractor shall ensure that background checks, child and dependent adults, and sexual registry background checks are conducted for employees prior to allowing the employee to perform services on behalf of the City of Ankeny and Ankeny Community School District. The contractor shall perform such background checks prior to employment and at least annually thereafter. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City or ACSD.
3. The City’s representative in dealing with the Contractor shall be designated by City of Ankeny. The Ankeny Community School District’s representative shall be designated by the Ankeny Community School District.
4. The City, in consultation with the Ankeny Community School District, shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.

5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City and Ankeny Community School District a Certificate of Insurance naming both parties and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and/or Ankeny Community School District and shall not call on the City's or ACSD insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City and ACSD, its officers, agents and interest of the City and/or ACSD. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City and ACSD.
11. Contractor agrees to defend, indemnify and hold harmless the City and ACSD, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a “Claim” and collectively, the “Claims”) that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City or ACSD, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to

pay City and/or ACSD, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

- c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City or ACSD, liability will be apportioned between Contractor, City and/or ACSD based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).
- 12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
 - 13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City and ACSD.
 - 14. The City and ACSD jointly agree to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty Dollars and Fifty-one Cents (**\$30.51**) per hour, per Crossing Guard during the term. Contractor shall invoice the City and ACSD each the sum equal to fifty percent (50%) of the total costs. Contractor shall bill a minimum of 2.0 hours per day, per Crossing Guard, unless Contractor fails to perform service. It is understood and agreed that the cost for providing Seven Thousand Five Hundred and Sixty (7,560) hours of service the cost shall not exceed Two Hundred Thirty Thousand Six Hundred Fifty-six Dollars (\$230,656.00) per year or One Hundred Fifteen Thousand, Three Hundred and Twenty-eight Dollars (\$115,328.00) for each the City and ACSD.
 - 15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
 - 16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City and ACSD with 60 days-notice of its request to increase pricing. City and ACSD agrees to review and respond to said notice within 30 days of receipt.
 - 17. The City and ACSD jointly shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
 - 18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law

provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of Ankeny

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____

ANKENY COMMUNITY SCHOOL DISTRICT

By _____
Signature

Print Name and Title

Date _____



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-57

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-57, excluding CA-34.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider Mayor's appointments to Boards and Commissions as follows:

Library Board of Trustees

Appointments to 4-year term: 7/01/2023 through 6/30/2027

- Fred Schuster
- Amber Sommerfeld
- Nancy Medema

Economic Development Council

Reappointments to 3-year term: 7/01/2023 through 6/30/2026

- Amy Wiederin
- David Kinsley

EXECUTIVE SUMMARY:

Mayor Holm is asking council to approve the recommendations he is making for appointments to expiring Board and Commission seats.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve Mayor's appointments to expiring Board and Commission Member seats as presented.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Appointments

SEAT NO.	Current Appointment	Term Expires	Re-Appt Application	New appointee	New Expire
----------	---------------------	--------------	---------------------	---------------	------------

ECONOMIC DEVELOPMENT COUNCIL

1	Open	6/30/2023			6/30/2026
2	Amy Wiederin	6/30/2023	Yes		6/30/2026
3	David Kinsley	6/30/2023	Yes		6/30/2026

LIBRARY BOARD OF TRUSTEES

3	Michael Wiser, President	6/30/2023	No	Fred Schuster	12/31/2027
4	Tamara Fujinaka	6/30/2023	No	Amber Sommerfeld	12/31/2027
5	Heather Lilienthal	6/30/2023	No	Nancy Medema	12/31/2027

Approved: June 19, 2023



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2144:

An Ordinance vacating a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres (+/-).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **Yes**

Convert nontaxable right-of-way into taxable property.

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of ORDINANCE 2144.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2144.

Action: Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2144, sending it on its final passage and publication as required by law.

Action: Consider motion to adopt **RESOLUTION** authorizing the sale of real estate vacated by the City of Ankeny to Legacy Housby, LLC. Legacy Cutler, LLC and Legacy Reichardt, LLC.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Vacation Plat
 Resolution
 Quit Claim Deed
 Waiver Request

ORDINANCE 2144

**AN ORDINANCE VACATING A PORTION OF PUBLIC RIGHT-OF-WAY
DESCRIBED AS LOT B, CROSSWINDS BUSINESS PARK PLAT 1, CONTAINING 1.90 ACRES (+/-)**

WHEREAS, pursuant to notice published in the manner required by law, on the 5th day of June, 2023, the City Council of the City of Ankeny, Iowa, held a public hearing on a proposal to vacate a portion of public right-of-way, as shown on the attached Right-Of-Way Vacation Plat; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of Ankeny that said right-of-way be vacated.

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

1. That the City of Ankeny does hereby vacate and release the following:

SEE ATTACHED RIGHT-OF-WAY VACATION PLAT

2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and
3. That this ordinance shall be in effect upon its final passage and publication required by law.

PASSED AND APPROVED this 19th day of June, 2023.

Attest:

Mark E. Holm, Mayor

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 23RD DAY OF JUNE, 2023**

**1st Con 6/05/23 (P. Hrg.)
2nd Con 6/19/23
3rd Con 6/19/23**

V:\Projects\2023\1230260_01\CA\DWG\20230414_718.AUX ANSII FULL BLEED B (17.00 X 11.00 INCHES)

RIGHT-OF-WAY VACATION PLAT

LOT 1 CROSSWINDS PLAT 2 Found 1/2" Rebar W/YPC #16747
ACQUISITION PLAT (BOOK 19104, PAGE 361)
NE Corner Outlot "X"

LOT 1 CROSSWINDS PLAT 3
S88°50'18"E 54.07'
30.04' M

C5
C2
C3
C4
Street Lot B Crosswinds Business Park Plat 1
Existing 84' R.O.W.
30.00'
54.00'

PT. OUTLOT "X" CROSSWINDS BUSINESS PARK PLAT 1

OUTLOT "Y" CROSSWINDS BUSINESS PARK PLAT 1

N7°52'54"W 1298.41' M&P
S7°52'54"E 1353.47'
SE CROSSWINDS DRIVE

N7°52'54"W 1220.48' M&P
0 100 FEET

South Line Of The NE1/4 Section 07-79-23

Found 1/2" Rebar W/YPC #16747
N41°53'48"E 42.82' M&P
S89°52'08"W 850.42' M&P
SE Corner Outlot "X" Point Of Beginning
C1
C2
L1
S88°29'03"W 165.98' M&P
Found 1/2" Rebar W/YPC #16747
N46°42'19"W 63.77' M
N46°42'02"W 63.77' P

SE 77TH STREET

OUTLOT "V" CROSSWINDS BUSINESS PARK PLAT 1

RIGHT-OF-WAY VACATION DESCRIPTION

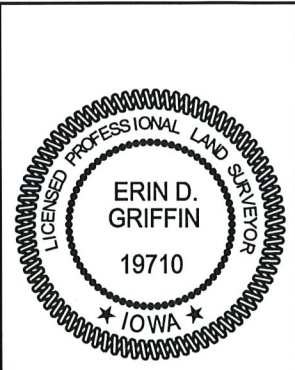
A PART OF STREET LOT B, CROSSWINDS BUSINESS PARK PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT "X"; THENCE NORTH 41°53'48" EAST ALONG THE EAST LINE OF SAID OUTLOT "X", 42.82 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EAST LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 180.00 FEET, WHOSE ARC LENGTH IS 17.67 FEET AND WHOSE CHORD BEARS NORTH 05°04'14" WEST, 17.66 FEET; THENCE NORTH 07°52'54" WEST CONTINUING ALONG SAID EAST LINE, 1298.41 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EAST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 838.50 FEET, WHOSE ARC LENGTH IS 173.24 FEET AND WHOSE CHORD BEARS NORTH 01°57'33" WEST, 172.93 FEET TO THE SOUTHEAST CORNER OF AN ACQUISITION PLAT FILED IN BOOK 19104, PAGE 361 OF THE POLK COUNTY RECORDER'S OFFICE; THENCE SOUTH 88°50'18" EAST, 54.07 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 784.50 FEET, WHOSE ARC LENGTH IS 164.72 FEET AND WHOSE CHORD BEARS SOUTH 01°51'46" EAST, 164.41 FEET; THENCE SOUTH 07°52'54" EAST, 1353.47 FEET TO THE SOUTH LINE OF SAID STREET LOT B; THENCE SOUTH 88°29'03" WEST ALONG SAID SOUTH LINE, 88.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.90 ACRES (82,593 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LINE TABLE		
LINE #	LENGTH (FT)	DIRECTION
L1 M	88.10	S88° 29' 03"W

CURVE TABLE					
CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1 M&P	5°37'25"	180.00'	17.67'	8.84'	N5°04'14"W 17.66'
C2 M	11°50'15"	838.50'	173.24'	86.93'	N1°57'33"W 172.93'
C3 M	12°01'48"	784.50'	164.72'	82.66'	S1°51'46"E 164.41'
C4 M&P	19°01'58"	754.50'	250.63'	126.48'	S1°38'21"W 249.48'
C5 M&R	6°11'08"	838.50'	90.52'	45.30'	S7°03'08"W 90.48'
C6 M&P	9°13'56"	573.00'	92.33'	46.27'	S12°29'53"E 92.23'
C7 M&P	18°01'22"	838.50'	263.76'	132.98'	S1°08'01"W 262.67'



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
Erin D. Griffin 5/9/23 Date
Erin D. Griffin, PLS
License Number 19710
My License Renewal Date is December 31, 2023
Pages or sheets covered by this seal:
Sheet 1 of 1

AREA ABOVE RESERVED FOR RECORDER

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
egriffin@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT. STREET LOT "B"
CROSSWINDS BUSINESS PARK PLAT 1
SEC. 07-79-23
REQUESTED BY:
LEGACY CUTLER, LLC, LEGACY HOUSBY, LLC &
LEGACY REICHARDT, LLC

OWNER

LEGACY CUTLER, LLC
LEGACY HOUSBY, LLC
LEGACY REICHARDT, LLC
1305 50TH ST.
WEST DES MOINES, IA 50266-1705

AREA SUMMARY

GROSS AREA: 1.90 ACRES (82,593 SF)

DATE OF SURVEY

04/10/2023

BASIS OF BEARING

THE EAST LINE OF OUTLOT "X", CROSSWINDS BUSINESS PARK PLAT 1, AN OFFICIAL PLAT, IS ASSUMED TO BEAR NORTH 07°52'54" WEST FOR THE PURPOSE OF THIS SURVEY.

LEGEND

FEATURES

Section Corner
1/2" Rebar, Yellow Plastic Cap #19710
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Minimum Protection Elevation
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Vacation Line

FOUND
▲
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C
MPE

SET
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■

PT. STREET LOT B, CROSSWINDS BUSINESS PARK PLAT 1
RIGHT-OF-WAY VACATION PLAT

ANKENY, IA

SNYDER & ASSOCIATES, INC.



Project No: 123.0504.01

Sheet 1 of 1

MARK

REVISION

DATE

BY

Engineer: EDG

Checked By: EDG

Date: 04-12-2023

Technician: AJD

Scale: 1" = 200'

T-R-S: 78N-23W-07

Project No: 123.0504.01

Sheet 1 of 1

RESOLUTION

A RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE VACATED BY THE CITY OF ANKENY TO LEGACY HOUSBY, LLC, LEGACY CUTLER, LLC, & LEGACY REICHARDT, LLC,

WHEREAS, by Ordinance No. 2144 the City has vacated certain real estate shown on the attached Vacation Plat; and

WHEREAS, Legacy Housby, LLC, Legacy Cutler, LLC, & Legacy Reichardt, LLC, have offered to purchase said real estate for an amount equal to the costs incurred by the City to vacate such property; and

WHEREAS, public hearing on said vacation and sale was held on the 5th day of June, 2023, pursuant to notice published as required by law; and

WHEREAS, this Council, having heard all comments for and against said offer to purchase, determines that the offer should be accepted.

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

1. That the City accepts the offer of Legacy Housby, LLC, Legacy Cutler, LLC, & Legacy Reichardt, LLC, to purchase, for an amount equal to the costs incurred by the City in preparing all proceedings and documents necessary to affect vacation and conveyance, the property as shown on the attached Vacation Plat: and
2. That the Mayor and City Clerk are hereby authorized and directed to execute and deliver a quit claim deed conveying the aforesaid property to the purchaser upon receipt of the full amount of the purchase price. The Clerk shall compute such amount.

PASSED AND APPROVED this 19th day of June, 2023.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

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

Preparer Information: Bryan Morrissey, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 (515) 963-3551
Address Tax Statements: Legacy Housby, LLC, Legacy Cutler, LLC, Legacy Reichardt, LLC, 1305 50th Street, West Des Moines, IA 50266-1705

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF ANKENY, IOWA, a municipal corporation of the County of Polk, State of Iowa, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by Legacy Housby, LLC, Legacy Cutler, LLC, & Legacy Reichardt, LLC, does hereby QUIT CLAIM unto said Legacy Housby, LLC, Legacy Cutler, LLC, & Legacy Reichardt, LLC, all its right, title and interest in and to the following described property situated in Polk County, Iowa, to-wit:

SEE ATTACHED RIGHT-OF-WAY VACATION PLAT

No Declaration of Value is required under the conditions of Exemption No. 6. No transfer tax is required; consideration is less than \$500.00, and the Grantor is a municipal corporation.

SIGNED this 3rd day of July, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

BE IT REMEMBERED that on the ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Holm and Michelle Yuska, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the CITY OF ANKENY, IOWA; that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed pursuant to a Resolution adopted by the City Council of Ankeny, Iowa, on the ____ day of _____, 2023, and the said Mark E. Holm and Michelle Yuksa acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa



May 5, 2023

Honorable Mayor and Members of the City Council
City of Ankeny
410 West 1st Street
Ankeny, Iowa 50023

RE: REQUEST TO WAIVE THIRD READING
CROSSWINDS BUSINESS PARK PLAT 1, STREET LOT B
PART OF SECTION 7, T.79N., R.23W.
ANKENY, IOWA
S&A Project No. 123.0504.01

Dear Honorable Mayor and City Council:

On behalf of Legacy Cutler, LLC, Legacy Reichardt, LLC, and Legacy Housby, LLC, as Property Owners, we respectfully request waiver of the third reading for the Right-of Way Vacation Plat of the westerly 54-feet of Street Lot B, Crosswinds Business Park Plat 1. We appreciate your consideration to expedite the ROW vacation process.

If you have any questions or comments, please contact me at your convenience. Thank you.

Sincerely,

SNYDER AND 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: Tim Hogan, Hogan Law Office (w/enclosures emailed)
file (electronic)



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Ord 2145: An Ordinance amending Chapter 69 Parking Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 69.04 Angle Parking, Section 69.10 No Parking on North and East Sides of Streets, and Section 69.11 No Parking on Both Sides.

EXECUTIVE SUMMARY:

As the City of Ankeny continues to grow, occasional updates and changes are needed in the regulations governing public on-street parking in order to support traffic safety and mobility. The proposed revisions to Chapter 69 Parking Regulations, recommended by the Public Works Department, cover four primary purposes:

- to support traffic safety in street sections where additional travel lanes, such as left-turn lanes, are designated at intersections;
- to support 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 and middle 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 second consideration of Ordinance 2145 to amend Chapter 69, Parking Regulations, of the Municipal Code.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Letters will be sent on June 1, 2023 to residents along the street sections where changes to parking regulations are proposed.

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2145.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 69, PARKING REGULATIONS,
OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA**

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 69 of the Code of Ordinances to match current standards and practices.

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

Section 1: That Section 69.04, Angle Parking, be and is hereby amended to delete the stricken language and to include the underlined language:

Angle or diagonal parking is permitted on public streets only where parking spaces are properly marked to indicate individual angle or diagonal parking spaces. ~~in the following locations:~~

(Code of Iowa, Sec. 321.361)

- ~~1. Southwest 3rd Street. On the north side of Southwest 3rd Street from a point 100 feet west of Southwest Maple Street to a point 100 feet east of Southwest Walnut Street, and on the south side of Southwest 3rd Street from a point 100 feet west of Southwest Maple to Southwest Maple Street, and from a point 25 feet east of Southwest Cherry Street to Southwest Walnut Street;~~
- ~~2. Southwest Cherry Street. On both sides of Southwest Cherry Street from Southwest 3rd Street to Southwest 2nd Street, and on the east side of Southwest Cherry Street from a point 28 feet south of Southwest 3rd Street to a point 103 feet south of Southwest 3rd Street;~~
- ~~3. Southwest Walnut Street. On the west side of Southwest Walnut Street from Southwest 3rd Street to Southwest 2nd Street;~~
- ~~4. Southwest Maple Street. On the west side of Southwest Maple Street from a point 30 feet south of Southwest 3rd Street to a point 332 feet south on Southwest Maple Street.~~
- ~~5. Southwest 4th Street. On the north side of Southwest 4th Street from a point 15 feet west of Southwest Maple Street to a point 134 feet west on Southwest 4th Street;~~
- ~~6. Southwest Maple Street. On the east side of Southwest Maple Street from a point 217 feet south of Southwest 4th Street to a point 100 feet south on Southwest Maple Street;~~
- ~~7. Southwest 5th Street. On the north side of Southwest 5th Street from a point 20 feet east of Southwest Maple Street to a point 110 feet east on Southwest 5th Street;~~
- ~~8. Southwest 2nd Street. On the south side of Southwest 2nd Street from a point 20 feet west of Southwest Walnut Street to a point 134 feet west of Southwest Walnut Street;~~
- ~~9. Southwest School Street. On the west side of Southwest School Street from Southwest School Street and Southlawn Drive to a point 328 feet south of Southwest School Street and Southwest Southlawn Drive.~~

~~10. — Maple Street. On the west side of Maple Street from a point 50 feet south of the centerline of West 1st Street to a point 50 feet north of the centerline of Southwest 2nd Street.~~

Section 2: That Section 69.10, No Parking on North and East Sides of Streets, be and is hereby amended to include the underlined language:

1. Exceptions. Notwithstanding the provisions of this section, parking is prohibited in the following locations, but permitted along the curb opposite such locations, as follows:

W. On the south side of Northwest 19th Street and Northwest 19th Court from Northwest Boulder Ridge Lane to the east end of Northwest 19th Court
X. On the south side of Southwest Prairie Trail Parkway from Southwest College Avenue to 250 feet west of Southwest State Street

2. Exceptions. Notwithstanding the provisions of this section parking is authorized or prohibited along certain street as hereinafter set forth:

BC. Southeast 3rd Street. Parking is prohibited on the south side of Southeast 3rd 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 Southeast Trilein Drive to Southeast Wanda Drive.

BD. Southwest White Birch Drive. Parking is prohibited on both sides of Southwest White Birch Drive from Southwest White Birch Circle to Southwest Plaza Shops Lane.

BE. Southwest Cherry Street. Parking is prohibited on both sides of Southwest Cherry Street from 100 feet north of Southwest Ordinance Road to 150 feet south of Southwest Magazine Road, except in marked parking spaces.

BF. Southwest Des Moines Street. Parking is prohibited on both sides of Southwest Des Moines Street from 200 feet north of Southwest Magazine Road to 650 feet south of Southwest Magazine Road.

BG. Southwest College Avenue. Parking is prohibited on both sides of Southwest College Avenue from Southwest Oralabor Road to Southwest Plaza Parkway.

BH. Southwest 11th Street. Parking is prohibited on the south side of Southwest 11th Street on local public school attendance days between the hours of 7:30 am to 9:30 am and 2:30 pm to 4:30 pm from Southwest Des Moines Street to Southwest Cherry Street.

BI. Southwest Oralabor Frontage Road. Parking is prohibited on both sides of Southwest Oralabor Frontage Road.

BJ. Northeast Threshold Drive. Parking is prohibited on both sides of Northeast Threshold Drive from Northeast 36th Street to Northeast 38th Street.

BK. Northeast 38th Street. Parking is prohibited on both sides of Northeast 38th Street from Northeast Threshold Drive to Northeast Four Mile Drive.

BL. Northeast 40th Street. Parking is prohibited on both sides of Northeast 40th Street from Northeast Spectrum Drive to Northeast Four Mile Drive.

BM. Southwest Prairie Trail Parkway. Parking is prohibited on both sides of Southwest Prairie Trail Parkway from Southwest Irvinedale Drive to Southwest Plaza Parkway.

B.O. Southwest Woodbury Lane. Parking is prohibited on both sides of Southwest Woodbury Lane from Southwest Woodland Court to Southwest Irvinedale Drive.

Section 3: That Section 69.11, No Parking on Both Sides, be and is hereby amended to delete the stricken language and include the underlined language:

2. Major Thoroughfares. On both sides of the following major thoroughfares:

I. Southeast Eastlawn Drive from Southeast Grant Street to Ankeny Boulevard;

J. Southeast Peterson Drive from Southeast Grant Street to Ankeny Boulevard;

K. Southeast 3rd Street from Southeast Grant Street to Ankeny Boulevard;

M. Southwest 3rd Street from Southwest Maple Street to Southwest Scott Street, ~~and from Southwest Scott Street west to Southwest Flynn Drive~~, except where head-in or angle parking exists, and from Southwest State Street to Southwest 3rd Street Place;

Y. Southwest State Street, except in marked parking spaces;

II. Northeast Frisk Drive;

JJ. Southeast Frisk Drive

KK. Northeast Four Mile Drive;

LL. Southeast Four Mile Drive;

MM. Northeast Deerfield Drive from 250 feet north of Northeast 8th Street to Northeast 18th Street;

NN. Northeast Spectrum Drive;

OO. Northwest 54th Street;

PP. Northeast 54th Street;

QQ. Southeast 54th Street;

RR. Southeast Crosswinds Drive;

SS. Southeast Corporate Woods Drive;

TT. Southeast 90th Street;

UU. Southwest Magazine Road, except in marked parking spaces;

VV. Southwest Vintage Parkway, except in marked parking spaces.

Section 4: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny, Iowa, this ____ day of _____ 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Published in the Des Moines Register
On the ____ day of _____, 2023

1st Con _____
2nd Con _____
3rd Con _____



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Ord 2146: An Ordinance amending Chapter 75 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to allow operation of Utility Task Vehicles (UTVs) within city limits and on city streets. (PH 2023-40)

EXECUTIVE SUMMARY:
In July 2022 the State of Iowa amended State Code chapters 321I and 321G allowing operation of all-terrain vehicles (ATVs) and UTVs to be operated on county roadways. Provisions were also included in those legislative changes that would permit municipalities, such as a city, to allow for the operation of UTVs within city limits if conditions of the State Code are met. Prior to and after enactment of these state legislative changes in 2022, the City of Ankeny has not allowed the use of ATVs or UTVs on streets and roadways within the city limits.

City Council have received requests from community members to consider changing Chapter 75 of the Ankeny Municipal Code - All Terrain Vehicles and Snowmobiles - to allow operation of UTVs on city streets. Presentations were provided to the Council on February 6, 2023, April 3, 2023, and May 15, 2023 regarding UTVs and proposed recommendations by City staff.

Staff concerns that were raised included:

1. Safety – Traffic related safety issues are the number one complaint that the City receives every year
2. Negative Impact on Quality of Life – No municipality in the Des Moines metro, aside from exurb communities such as Van Meter, Mitchellville, etc., allow the use of UTVs on their streets and roadways
3. Enforcement - UTVs are not regulated under the State’s Motor Vehicle Code, but under DNR Statutes and regulations – a whole new body of law that officers would be required to be trained in and enforce

As directed during said meetings, changes requested by City Council have been incorporated into a draft ordinance and are included for the June 19, 2023 public hearing.

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends the Council consider the proposed Ordinance.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Discussion on UTVs occurred at City Council Action Planning Sessions on February 6, 2023, April 3, 2023, and May 15, 2023.

PUBLIC OUTREACH EFFORTS:

A public Hearing will be held at the June 19, 2023 City Council meeting.

ACTION REQUESTED:

Action: Consider motion to accept or not accept the first consideration of
ORDINANCE 2146.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Proposed UTV Ordinance

ORDINANCE NO. XXXXX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO ALL-TERRAIN VEHICLES AND SNOWMOBILES

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION 1. SECTION MODIFIED: That Chapter 75 **ALL-TERRAIN VEHICLES AND SNOWMOBILES** of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

CHAPTER 75 ALL-TERRAIN VEHICLES AND SNOWMOBILES

75.01 Purpose	75.08 Hours of Operation
75.02 Effective Dates and Termination	75.09 Negligence
75.03 Definitions	75.10 Accident Reports
75.04 General Regulations	75.11 Exemptions
75.05 Places of Operation	75.12 Penalty
75.06 Requirements for UTVs	75.13 Limitation of Liability of City and Adjoining Owners
75.07 Violation of a Stop Signal	

75.01 PURPOSE. The purpose of this chapter is to regulate the operation of all-terrain vehicles, snowmobiles and off-road utility vehicles within the City.

75.02 EFFECTIVE DATES AND TERMINATION. This chapter shall only remain in effect from the effective date of passage, pursuant to Iowa Code 380.6, for a period of twenty-four (24) months after said date.

75.03 DEFINITIONS. For use in this chapter the following terms are defined:

1. “All-terrain vehicle” or “ATV” means a motorized vehicle, with not less than three and not more than six non-highway tires, that is limited in engine displacement to less than 1,000 cubic centimeters and in total dry weight to less than 1,200 pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.

(Code of Iowa, Sec. 321I.1)

2. “Off-road motorcycle” means a two-wheeled motor vehicle that has a seat or saddle designed to be straddled by the operator and handlebars for steering control and that is intended by the manufacturer for use on natural terrain. “Off-road motorcycle” includes a motorcycle that was originally issued a certificate of title and registered for highway use under Chapter 321 of the *Code of Iowa*, but which contains design features that enable operation over natural terrain.

An operator of an off-road motorcycle is also subject to the provisions of this chapter governing the operation of all-terrain vehicles.

(Code of Iowa, Sec. 321I.1)

3. “Off-road utility vehicle” or “UTV” means a motorized vehicle, with not less than four and not more than eight low pressure tires, that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control. “Off-road utility vehicle” does not include dune buggies, golf carts, go carts, low-speed vehicles, mini trucks, or tracked vehicles. “Off-road utility vehicle” includes the following vehicles:
 - a. “Off-road utility vehicle – Type 1” includes vehicles with a total dry weight of 1,200 pounds or less and a width of 50 inches or less.
 - b. “Off-road utility vehicle – Type 2” includes vehicles, other than type 1 vehicles, with a total dry weight of 2,000 pounds or less and a width of 65 inches or less.
 - c. “Off-road utility vehicle – Type 3” includes vehicles with a total dry weight of more than 2,000 pounds or a width of more than 65 inches, or both.

(Code of Iowa, Sec. 321G.1)

4. “Operate” means to ride in or on, other than as a passenger, use, or control the operation of an ATV, snowmobile or UTV in any manner, whether or not the ATV, snowmobile or UTV is moving.
5. “Operator” means a person who operates or is in actual physical control of an ATV, snowmobile or UTV.
6. “Person” means an individual, partnership, firm, corporation, association, any body of persons, whether incorporated or not, and the state, its agencies, and political subdivisions.
7. “Snowmobile” means a motorized vehicle that weighs less than 1,000 pounds, that uses sled-type runners or skis, endless belt-type tread with a width of 48 inches or less, or any combination of runners, skis, or tread, and is designed for travel on snow or ice. “Snowmobile” does not include an all-terrain vehicle that has been altered or equipped with runners, skis, belt-type tracks, or treads.

(Code of Iowa, Sec. 321G.1)

8. “Street or Highway” means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular travel, except in public areas in which the boundary shall be thirty-three (33) feet each side of the center line of the roadway.

75.04 GENERAL REGULATIONS. No person shall operate an ATV, snowmobile or UTV within the City in violation of the provisions of Chapter 321G or Chapter 321I of the Code of Iowa or rules established by the Natural Resource Commission of the Department of Natural Resources governing their registration, numbering, equipment and manner of operation.

75.05 PLACES OF OPERATION. The operators of ATVs, snowmobiles and UTVs shall comply with the following restrictions as to where ATVs, snowmobiles and UTVs may be operated within the City:

1. ATVs and snowmobiles shall be operated only upon streets which have not been plowed during the snow season and on such other streets as may be designated by resolution of the Council.

(Code of Iowa, Sec. 321G.9[4a])

2. Properly equipped UTVs may be operated upon any City roadway with a speed limit of 35 miles per hour or less.
3. The speed limit for UTVs shall be established at not greater than 35 miles per hour or the speed limit for motor vehicles, whichever is lower, on all segments of City roads.
4. Operators of ATVs, snowmobiles, and UTVs must adhere to all traffic and parking laws, codes, rules, and regulations, applicable to other motor vehicles, unless directed otherwise by this chapter.
5. Exceptions. ATVs, snowmobiles, and UTVs may be operated on prohibited streets only under the following circumstances:
 - a. Emergencies. ATVs, snowmobiles, and UTVs may be operated on any street in an emergency during the period of time when and at locations where snow upon the roadway renders travel by conventional motor vehicles impractical.

(Code of Iowa, Sec. 321G.9[4])

- b. Direct Crossing. ATVs, snowmobiles, and UTVs may make a direct crossing of a prohibited street provided all of the following occur:
 - 1) The crossing is made at an angle of approximately ninety degrees (90°) to the direction of the street and at a place where no obstruction prevents a quick and safe crossing;
 - 2) The ATV, snowmobile, or UTV is brought to a complete stop before crossing the street;
 - 3) The driver yields the right-of-way to all on-coming traffic which constitutes an immediate hazard; and
 - 4) In crossing a divided street, the crossing is made only at an intersection of such street with another street.

(Code of Iowa, Sec. 321G.9[2])

- c. Notwithstanding any prohibitions in this chapter, an ATV or UTV may be operated contrary to regulations prescribed in this chapter in a police designated emergency or by any recognized government employees involved in performing essential services for the City, by any duty law enforcement officers in accordance with the performance of their duties, or by construction or maintenance authorized by the City.
 - d. An ATV or UTV may be used to move snow from a driveway or parking lot.
 6. Railroad Right-of-way. ATVs, snowmobiles, and UTVs shall not be operated on an operating railroad right-of-way. An ATV, snowmobile, or UTV may be driven directly across a railroad right-of-way only at an established crossing and, notwithstanding any other provisions of law, may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic.

(Code of Iowa, Sec. 321G.13[1h])

7. Trails. ATVs and UTVs shall not be operated on snowmobile trails, and snowmobiles shall not be operated on ATV or UTV trails except where so designated.

(Code of Iowa, Sec. 321G.9[4f])

8. Parks and Other City Land. ATVs, snowmobiles and UTVs shall not be operated in any park, on any trail, on any playground, or upon any other City-owned property without the express permission of the City. Additionally, UTVs being lawfully operated may utilize City-owned driveways, lanes, and parking lots but may not be parked on any primary road extension. A snowmobile shall not be operated on any City land without a snow cover of at least one-tenth (1/10) of one inch.
9. Paved Surfaces. ATVs and UTVs shall be operated on paved surfaces only, unless yielding the right-of-way.
10. Single File. All ATV and UTV operators shall ride single file.
11. Street Etiquette. All ATV and UTV operators shall ride on the righthand side of the paved portion of the street or highway, unless making a left turn. Operation on the gravel shoulders, grassy in-slope, ditches, or other street or highway right-of-way is prohibited, unless yielding right-of-way.
12. Sidewalk or Parking. ATVs, snowmobiles, and UTVs shall not be operated upon the public sidewalk, trail or that portion of the street located between the curblin and the sidewalk or property line commonly referred to as "the parking" except for purposes of crossing the same to a public street upon which operation is authorized by this chapter.
13. Private Property. ATVs, snowmobiles, and UTVs shall not be operated upon private property without the consent of the owner or occupier thereof.
14. Public Ice. ATVs, snowmobiles, and UTVs may not be operated upon any frozen creeks, streams, ponds, lakes or other waterway within City limits.
15. Waterways. ATVs, snowmobiles and UTVs may not be operated in any creek, stream, river, or other waterway—nor in any portion of a creek bed, stream bed, or riverbed within city limits.

75.06 REQUIREMENTS FOR UTVs. Operators of UTVs must adhere to the following equipment requirements and restrictions while operating UTVs within the City limits:

1. Operators of UTVs within City limits must be 18 years of age or older and possess a valid driver's license.
2. A person shall not operate a UTV within the City limits unless the operator has proof of insurance complying with that required of an operator of a motor vehicle pursuant to applicable provisions of the Iowa Code, Rules and Regulations, including but not limited to Iowa Code §§ 321.20B and 321A.21.
3. Owners of UTVs operated within City limits shall register their UTV with the Iowa Department of Natural Resources, and proof of such registration shall be displayed and provided, upon request, to any peace officer requesting it. Out-of-state UTV operators must display and provide appropriate proof of registration from their home state upon request by any peace officer.
4. A person shall not operate a UTV on any road, street, highway or interstate prohibited by the State of Iowa.
5. Operators of UTVs must adhere to noise restrictions set forth under Ankeny Code Chapter 44, Noise Control.
6. UTVs must display lighted headlamps and taillamps at all times while the vehicle is operated on City streets or highways.

7. UTVs must be equipped with:
 - a. Operational turn signal lamps with a manually operated switch controlled by the driver.
 - b. Properly operating speedometer and odometer calibrated in miles per hour and miles respectively and shall be fully illuminated when the headlamp(s) are activated.
 - c. Operational horn with a switch controlled by the driver.
 - d. Operational and adequate brakes to stop and hold the UTV in a stopped position.
 - e. Two operational headlamps and taillamps must be affixed to each side on the front and back of the UTV. Taillamps shall be red and include a stop lamp actuated by pressing the brake pedal. The use of light bars, spotlights, or decorative lights is not permitted while the UTV is being operated on City streets or highways.
 - f. Rear-facing mirror providing the operator with a clear view of the rear.
 - g. Department of Transportation rated tires which shall display the proper markings on the sidewall of the tire.
 - h. A system of seat belts, or a similar system, for restraining each occupant of the vehicle in the event of an accident.
 - i. A system of structural members designed to reduce the likelihood than an occupant would be crushed as the result of a rollover of the vehicle.
 - j. A muffler that shall limit engine noise to not more than 86 decibels, as measured on the "A" scale of the American National Standards Institute (ANSI), incorporated, publications S1.4-1961, general purpose sound level meters, at a distance of 50 feet.
8. All occupants, except as noted below, must wear safety belts or safety harnesses which meet the definition of a safety belt or safety harness set forth by Iowa Code § 321.445 while the UTV is in motion.
 - a. Children under one year old and weighing less than 20 pounds must be secured in a rear-facing child restraint system while the UTV is motion.
 - b. Children ages one to six years must be secured in a child restraint system (safety seat or booster seat) while the UTV is in motion.
 - 1) A child restraint system is a specially designed seating system, including a belt positioning seat or booster seat which meets federal motor vehicle safety standards. The child restraint system must be used in accordance with the manufacturer's instructions, the child must be secured in the child restraint, and the child restraint must be properly secured to the UTV.
 - c. No animals will be transported in the cargo portion, bed or attached trailer of a UTV unless they are contained within an enclosure secured to the UTV.
9. No seat shall be used by more than one person at a time.
10. No person may ride on the lap of another.
11. The number of passengers in a UTV shall not exceed the number of factory-installed seats in the UTV.
12. No cargo, materials, supplies, or other items may be transported on UTVs without being properly restrained.

13. UTV operators shall not allow any person in the cargo portion, bed or on an attached trailer while the UTV is being operated.
14. UTV doors or nets must be closed during operation if so equipped.
15. UTV operators shall not operate a UTV equipped with metal studded tires and/or tire chains on or alongside any City street or highway.
16. No open containers of alcohol shall be allowed while the UTV is being operated.
17. Drivers may not operate a UTV under the influence of intoxicating liquor or narcotics or habit-forming drugs as prescribed under Iowa Code Chapter 321J.
18. No UTV will be operated in a careless or reckless manner so as to: endanger any person; cause injury or damage to person or property; create unnecessary skidding or sliding; or cause a wheel or wheels to lose traction or contact with the ground.

75.07 VIOLATION OF A STOP SIGNAL. A person, after having received a visual or audible signal from a peace officer to come to a stop, shall not operate an ATV, snowmobile or UTV in willful or wanton disregard of the signal or interfere with or endanger the officer or any other person or vehicle, or increase speed or attempt to flee or elude the officer.

75.08 HOURS OF OPERATION. No snowmobile shall be operated in the City between the hours of 10:00 p.m. and 9:00 a.m. within 150 feet of any dwelling house without the consent of the occupants of said dwelling, except for emergency situations or for loading and unloading from a transport trailer.

75.09 NEGLIGENCE. The owner and operator of an ATV, snowmobile, or UTV shall be liable for any injury or damage occasioned by the negligent operation of the ATV, snowmobile, or UTV.

(Code of Iowa, Sec. 321G.18)

75.10 ACCIDENT REPORTS. Whenever any ATV, snowmobile or UTV is involved in an accident resulting in injury or death to anyone or property damage amounting to \$200 or more, either the owner, operator or someone acting on their behalf shall immediately notify a law enforcement officer and shall file an accident report within 48 hours in accordance with state law.

75.11 EXEMPTIONS. ATVs, snowmobiles, and UTVs owned by a government agency or subdivision thereof, and used in an official capacity, and UTVs used exclusively to conduct agricultural purposes in accordance with Iowa Code § 321.234A.1[a] are exempt from registration and the requirements of this chapter.

75.12 PENALTY. All violations of any provision(s) of Chapter 75 are hereby declared simple misdemeanors punishable by a fine of at least \$100 plus surcharge and court costs and/or municipal infractions punishable by a penalty as listed in Chapter 4 of this Code of Ordinances. Violations may be charged as either a misdemeanor criminal offense or a municipal infraction at the sole discretion of the peace officer.

75.13 LIMITATION OF LIABILITY OF CITY AND ADJOINING OWNERS. The city and the owners or tenants of property adjoining public lands or right-of-way of a public street or roadway and their agents and employees owe no duty of care to keep public lands, ditches, or land contiguous to a street or roadway under the control of the city safe for entry or use by persons operating an ATV, snowmobile or UTV, or to give any warning of a dangerous condition, use, structure, or activity on the premises to persons entering for such purposes, except in the case of willful or malicious failure to guard or warn against a dangerous condition, use, structure, or activity. This section does not create a duty of care or grounds for liability on behalf of the city, or owners or tenants of property adjoining public lands or the right-of-way of public street or roadways and their agents and employees for injury to persons or property in the operation of an ATV, snowmobile or UTV in a ditch or on land contiguous to a street or roadway under the control

of the city. The city, and the owners or tenants of property adjoining public lands or the right-of-way of a public street or roadway and their agents and employees are not liable for the operation of an ATV, snowmobile or UTV.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____, 20____.

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Lease Agreement for the Property at 1520 SW Ordinance Road between the Friends of the Arts, DBA, Ankeny Art Center and the City of Ankeny, Iowa. (PH 2023-41)

EXECUTIVE SUMMARY:

The Ankeny Art Center has leased the facility located at 1520 Ordinance Road from the City since 2002, after the Community Service and Community Development Departments vacated the former Public Services Building. The lease approved in 2002 has remained unchanged since its adoption, and expired on the 28th day of February, 2007. Although the contract has long since been expired, the parties have abided by the same terms and conditions of the original contract.

The parties now desire an opportunity to create a new Lease Agreement for the property, along with new terms and conditions. In general, here are the notable deal points of the proposed Lease Agreement:

Section 2: Term of the Agreement is 10 years, with a six-month termination clause;

Section 3: Eighteen months before the Agreement expires, the City will conduct an RFP process to provide the City Council at that time with an opportunity to discuss and review potential future use and/or redevelopment opportunities for the property. The contract calls for the RFP process to select a proposal that is in the "best interest of the City";

Section 4: Monthly rental rate remains at \$500 for the first year, increases to \$750 for years two through five, and increases to \$1,000 for years six through ten;

Section 5: Acknowledges repairs made to the roof by the Art Center and reimbursement for work that extended the expected life of the roof for an additional 15 years. The City's reimbursement to the Art Center is \$16,593 and payable within 30 days from the approval of the Agreement;

Section 8: Documents existing practices for maintenance including the mowing of the grass, and snow removal from the facility's parking lot by the City.

Sections 12 and 14: Increases insurance minimums.

Section 19: Similar to Section 3, notes no renewal option is contemplated because the City intends to complete an RFP process for the City. This does not preclude the Art Center from submitting their own proposal for the facility as an interested party.

Because this proposed lease agreement extends beyond three years, a public hearing is required under Section 364.7 of the Iowa Code.

FISCAL IMPACT: Yes

Approval of this Lease Agreement contemplates monthly rental rates that increase over the duration of the term, and is expected to total \$102,000 in revenue. The revenue received will help offset expenses the City will incur as a result of the terms of the Agreement including a one-time expense associated with the repair of the roof (\$16,593), as well as ongoing mowing and trimming, and snow removal maintenance.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends approval of the Resolution, approving Lease Agreement for the Property at 1520 SW Ordinance Road between the Friends of the Arts, DBA, Ankeny Art Center and the City of Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Resolution 2002-46; Resolution 2002-70; and Public Hearing 2023-41

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION approving Lease Agreement by and between the City of Ankeny and the Ankeny Friends of the Arts, DBA Ankeny Art Center.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Lease Agreement
 Lease Agreement Exhibit A
 Map - 1520 SW Ordinance Road

RESOLUTION NO. _____

**RESOLUTION APPROVING LEASE AGREEMENT BY AND BETWEEN
CITY OF ANKENY AND ANKENY FRIENDS OF THE ARTS DBA
ANKENY ART CENTER**

WHEREAS, the City of Ankeny owns certain property located at 1520 SW Ordinance Road, Ankeny (the “Property”); and

WHEREAS, the Property is located within the Urban Renewal Area established by Urban Renewal Plan for Economic Development and Blight originally adopted by Resolution No. 62-89 on April 17, 1989 (the “Urban Renewal Plan”), and which Plan has been amended subsequently several times, most recently by Resolution 2021-374, on October 4, 2021; and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to lease property within an Urban Renewal Area and to take other actions as may be necessary to carry out the purposes of said Chapters; and

WHEREAS, the City of Ankeny desires to lease to Ankeny Friends of the Arts, doing business as Ankeny Art Center, and Ankeny Friends of the Arts desires to lease from the City of Ankeny, the Property for use as an art center; and

WHEREAS, the City of Ankeny and Ankeny Friends of the Arts desire to enter into the Lease Agreement attached hereto as Exhibit “A” (the “Agreement”) regarding the Property; and

WHEREAS, after due notice and hearing as provided by law, the City Council of the City of Ankeny has deemed it reasonable and appropriate to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Lease Agreement by and between the City of Ankeny and Ankeny Friends of the Arts, doing business as Ankeny Art Center, is hereby approved.

BE IT FURTHER RESOLVED, that the performance by the City of Ankeny of its obligations under the Agreement, including but not limited to leasing the Property to Ankeny Friends of the Arts doing business as Ankeny Art Center, by and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and Urban Renewal Law.

BE IT FURTHER RESOLVED, that the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and that the Mayor and City Clerk be and are hereby authorized, empowered and directed to execute, attest, seal, and deliver the Agreement for and on behalf of the City of Ankeny in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED, the 19th day of June 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

Lease Agreement

THIS AGREEMENT, made this the ____ day of _____, 2023, by and between the City of Ankeny, Iowa, a Municipal Corporation, hereinafter referred to as "Lessor", and the Ankeny Friends of the Arts, doing business as, Ankeny Art Center, hereinafter referred to as "Lessee", as follows:

WITNESSETH, that the Lessor hereby leases to the Lessee the premises described more particularly in Paragraph 1 hereof, which property is located in the City of Ankeny, County of Polk, State of Iowa, at 1520 SW Ordinance Road, in said City.

1. Description of Premises. The description of the leased premises is as follows:

See Exhibit "A"

2. Term and Termination. The term of this Lease shall commence on the first (1st) day of July, 2023 and shall terminate on the thirtieth (30th) of June, 2033. It is further agreed between the parties that the Lease may be terminated during the term of this Lease by either party upon the giving of written notice no less than six (6) month in advance of such termination.
3. Contemplation of Facility Disposal and Redevelopment. The Parties acknowledge that the Lessor shall complete a request for proposal process approximately eighteen (18) months prior to the termination of this Lease. This process is expected to result in the Lessor receiving proposals that will be used to evaluate and determine the highest and best use of the premises and in the best interest for the City of Ankeny. The final determination will be made by the City Council of the City of Ankeny. The evaluation is expected to take into consideration the continued lease of the premises to a suitable user with monthly payments received that are closer to market rate, disposal of the premises through the sale to the highest bidder, or disposal of the premises to a qualified bidder that submits an acceptable redevelopment plan. The Lessee agrees to permit the Lessor to coordinate access to the premises, during normal business hours, for the purpose of documenting existing conditions, tours, engineering evaluations, and other activities that facilitate the completion of the request for proposal process. The Lessor will coordinate these activities in a manner that will not disrupt business activities of the Lessee.
4. Rental Amount. Lessee agrees to pay to the Lessor, at Lessor's office in the City of Ankeny, Iowa, in lawful money of the United States, for the use of said premises, the monthly rent of Five Hundred Dollars (\$500) to be paid on the first (1st) day of each month during year one of this Lease. Monthly rent for years two through five (2-5) shall increase to Seven Hundred Fifty Dollars (\$750) payable on the first (1st) day of each month. Monthly rent for years six through ten (6-10) shall increase to One-Thousand Dollars (\$1,000) payable on the first (1st) day of each month.
5. One-Time Capital Expenditure Reimbursement. The Lessor acknowledges emergency roof repairs made by Lessee to protect the integrity of the premises, as well as additional value of

the work that provided an extend warranty of fifteen (15) years. This work occurred on November 5, 2021 and April 28, 2022. Lessor is willing to participate in a one-time cost sharing arrangement for the work and agrees to reimburse a portion of the roof repair costs, in the amount of \$16,593. Reimbursement shall occur thirty (30) days after both parties have executed the Agreement.

6. Use of Premises. Lessee shall use premises as an art center. In addition, Lessee shall have the right to place art on the park property outside of the premises, which art shall be approved by the Ankeny City Council prior to its placement on the property.
7. Assignment. This Lease shall not be assigned, or any part thereof, without the written consent of the Lessor.
8. Maintenance.
 - a. Lessee accepts said property in its present condition. Lessee shall, after taking possession of said premises and until termination of this Lease and the actual removal of Lessee from the premises, at its own expense, care for and maintain said premises in a safe and serviceable condition. Lessee will furnish interior decorating. Lessee will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the Lessee, its agents or employees.
 - b. Without limiting the generality of the foregoing, the Lessee will make necessary repairs or replacements to all roof, structural, electrical, mechanical, and HVAC systems, and Lessee agrees to keep faucets closed so as to prevent waste of water and flooding of premises; to promptly take care of any leakage or stoppage in any of the water, gas, or waste pipes.
 - c. Lessee will be responsible for maintaining the sidewalks adjacent to the premises and shall keep the same free from ice, snow and other debris. Lessee shall further not allow trash of any kind to accumulate on said premises or on the sidewalks adjacent thereto.
 - d. Lessor will be responsible for mowing and trimming the park area outside of the premises, as well as the removal of snow, and placement of salt or sand in the parking lot that serves said premises.
9. Utilities and Services. Lessee, during the term of this Lease, shall pay, before delinquency, all charges for use of telephone, internet, gas, heat, solid waste removal and similar utility and services required to operate the premises. All other miscellaneous service charges, such as janitorial service and/or air conditioning equipment, shall be furnished at the sole expense of the Lessee.

10. Possession. Lessee shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Lessor at the time and at the close of this Lease term, except as herein otherwise expressly provided.
11. Surrender of Premises at End of Term. Lessee agrees that upon the termination of this Lease, it will surrender, yield up or deliver the demised premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time or damage without fault or liability of Lessee.
12. Insurance. Lessee will keep Lessor and Lessee's property interest in the premises, and its liability in regard thereto, and the personal property on the premises, insured against hazards and casualties; that is, fire, and those items usually covered by extended coverage. The Lessee will procure and deliver to the Lessor a certificate from its insurance company to this effect. Such insurance shall be made payable to the parties hereto, as their interest may appear, except that the Lessee's share of such insurance proceeds are hereby assigned and made payable to the Lessor to secure rent or other obligations then due and owing Lessor by Lessee. The Lessee shall keep said building insured at Lessee's expense against hazards and other casualties for a face amount of no less than Five Hundred Thousand Dollars (\$500,000).
13. Insurance Proceeds. In the event of a partial destruction of the premises, Lessee may settle and adjust any claim against any insurance company under the aforementioned policies of insurance for the premises, but said insurance money shall be paid to and held by the Lessor to be used in payment for costs of repairs or restoration of the damaged building. If destruction is total, Lessor shall settle and adjust any claim for loss to the building and may apply the proceeds as Lessor sees fit, in which event this Lease shall cease and terminate.
14. Indemnity and Liability Insurance. Except as to any negligence of the Lessor, arising out of roof and structural parts of the building, the Lessee will protect, indemnify and save harmless the Lessor from and against any and all loss, costs, damage and expenses occasioned by or arising out of any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the demised premises or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof, by the Lessee or any person claiming through or under such Lessee. Lessee shall carry and maintain during the entire term hereof at Lessee's sole cost and expense, broad form commercial liability insurance with limits of not less than Two Million Dollars (\$2,000,000). Lessor shall be named as an additional insured on said policy. Lessee shall provide Lessor 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 Term. Notice of cancellation for certificates or policies naming the Lessor shall be delivered to Lessor with no less than thirty (30) days' notice by Lessee. Lessee shall be responsible for insuring its own personal property, and the City shall have no responsibility for insuring the same.

Additionally, and not in contravention of any term of this Lease, the Lessee shall hold the Lessor harmless for damages or injuries which may be sustained by the Lessee from damage

caused by breakage, leakage obstruction of pipes, or from latent defects not known to the Lessor.

15. Mechanic's Liens. Neither the Lessee nor anyone claiming by, through or under the Lessee shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever upon the leased premises or upon any building or improvement thereof or upon the leasehold interest of the Lessee herein, and notice is hereby given that no contractor, subcontractor or anyone else who may furnish or agree to furnish any such material, service or labor.
16. Rights Cumulative. The various rights, powers, options, elections and remedies of wither party, provided in this Lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed wither party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
17. Notice and Demands. Notices as provide for in this Lease shall be given to the respective parties hereto at the respective addresses designated on page one of this Lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communications, such messages shall be considered given under the terms of this Lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United State mail and so deposited in a United States mail box.
18. Changes to be in Writing. None of the covenants, provisions, terms or conditions of this Lease to be kept or performed by Lessor or Lessee shall be in any manner modified, waived or abandoned, except be a written instrument duly signed be the parties and delivered to the Lessor and Lessee. This Lease contains the whole agreement of the parities.
19. Renewal Option. No renewal option is contemplated with this Lease. The Lessor intends to initiate a Request for Proposal process approximately eighteen (18) months prior to the termination of this Lease to determine the highest and best use of the premises. The Request for Proposal is intended take into consideration lease and purchase options for the premises from interested parties.
20. Construction. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number and as masculine, feminine, or gender neutral, according to context.
21. Subrogation. To the extent permitted by Lessor's insurance policies and so long as it shall not jeopardize the Lessor's rights to recover thereunder, Lessor waives any claims it might otherwise have against the Lessee for fire or other insured casualty, whether caused by Lessee's negligence or otherwise.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease in duplicate the day and year first above written.

LESSOR:

City of Ankeny, Iowa

By: _____

Mark E. Holm, Mayor

Attest:

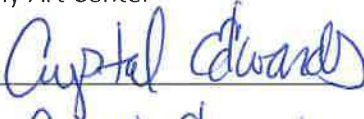
By: _____

Michelle Yuska, City Clerk

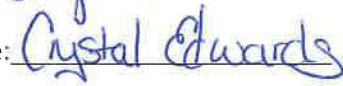
LESSEE:

Ankeny Friends of the Arts, DBA,
Ankeny Art Center

By: _____



Name: _____



Title: _____



EXHIBIT A

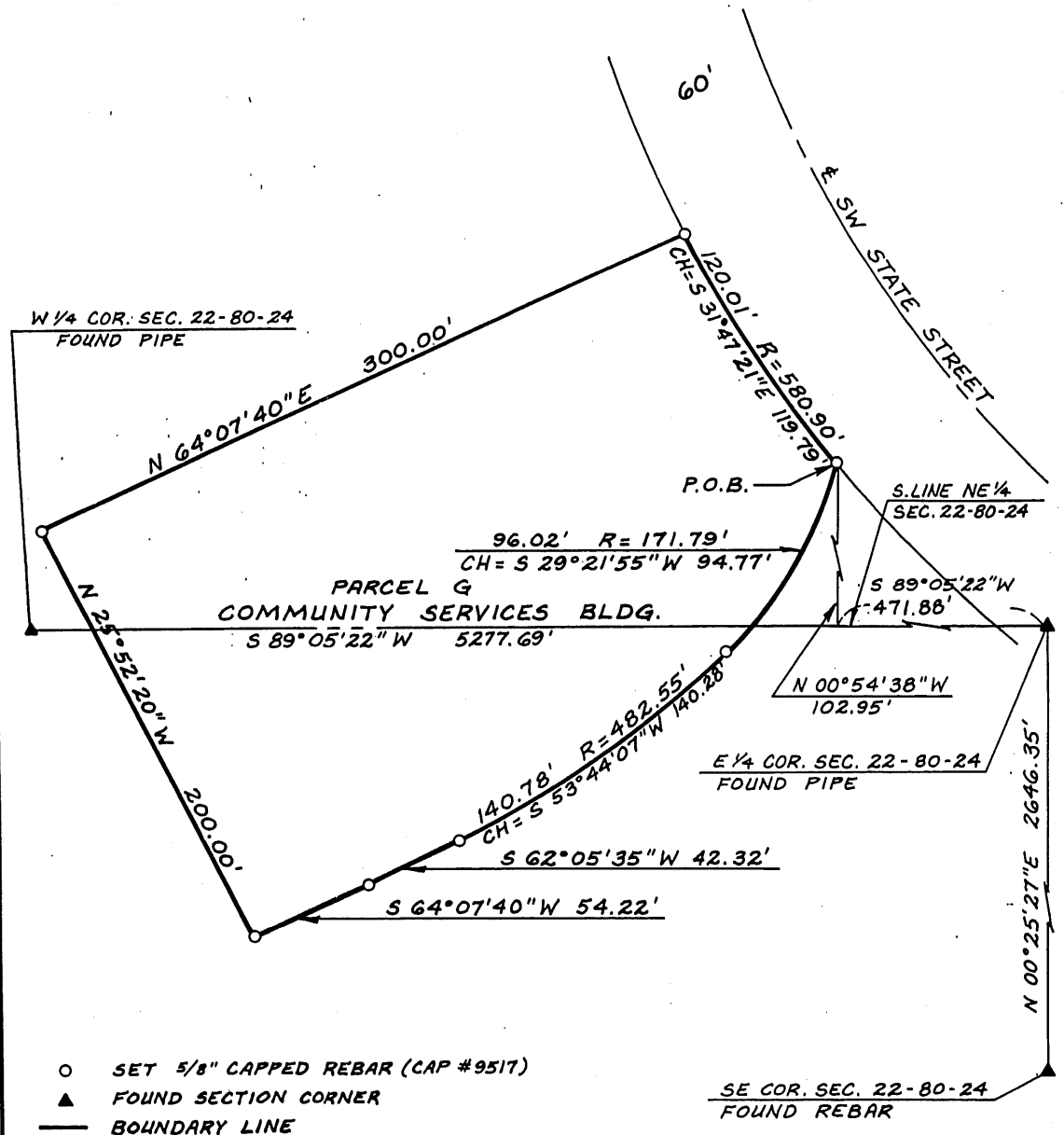
PARCEL G

A TRACT OF LAND LOCATED IN JOHN DEERE ACRES, AN OFFICIAL AUDITOR'S PLAT IN SECTION 22, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH P.M. ALL IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

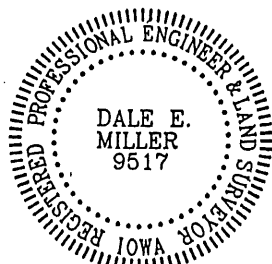
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 22, THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, ASSUMED TO BEAR SOUTH 89°05'22" WEST, A DISTANCE OF 471.88 FEET; THENCE NORTH 0°54'38" WEST, A DISTANCE OF 102.95 FEET TO THE POINT OF BEGINNING, WHICH IS A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST STATE STREET; THENCE SOUTHWESTERLY 96.02 FEET ALONG A 171.79 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THE CHORD FOR WHICH BEARS SOUTH 29°21'55" WEST AND HAS A LENGTH OF 94.77 FEET; THENCE CONTINUING SOUTHWESTERLY 140.78 FEET ALONG A 482.55 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THE CHORD FOR WHICH BEARS SOUTH 53°44'07" WEST AND HAS A LENGTH OF 140.28 FEET; THENCE SOUTH 62°05'35" WEST, A DISTANCE OF 42.32 FEET; THENCE SOUTH 64°07'40" WEST, A DISTANCE OF 54.22 FEET; THENCE NORTH 25°52'20" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 64°07'40" EAST, A DISTANCE OF 300.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST STATE STREET; THENCE ALONG THE RIGHT-OF-WAY LINE OF SAID SOUTHWEST STATE STREET SOUTHEASTERLY A DISTANCE OF 120.01 FEET ON A 580.90 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THE CHORD FOR WHICH BEARS SOUTH 31°47'21" EAST, AND HAS A LENGTH OF 119.79 FEET, TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 1.29 ACRES.

PROPERTY DESCRIBED SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

CORRECTION PLAT OF SURVEY



SURVEYOR'S NOTE: THIS PLAT SUPERSEDES
THE PLAT FILED ON 10-18-92 IN BOOK 6448 ON
PAGE 546. SEE AFFIDAVIT FOR CORRECTIONS.



I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE
REPRESENTATION OF THE LAND HEREIN DESCRIBED,
MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION,
AND THAT I AM A DULY REGISTERED LAND SURVEYOR
UNDER THE LAWS OF THE STATE OF IOWA.

Dale E. Miller DATE *5/6/94*
Dale E. Miller, P.E., L.S. I.A. REG No. 9517
My registration renewal date is December 31, 1995.



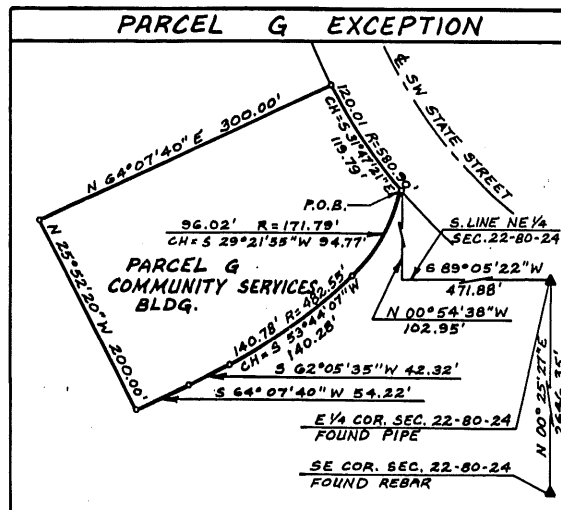
PLATE	DATE	TITLE
		PARCEL G COMM. SERVICES BLDG.
K.M.A. NO. B900534	PROJECT	SW STATE STREET

**KIRKHAM, ARCHITECTS
MICHAEL ENGINEERS
AND ASSOCIATES PLANNERS**

CORRECTION ACQUISITION PLAT

SURVEYOR'S NOTE: THIS PLAT SUPERSEDES THE PLAT FILED ON 10-18-92 IN BOOK 6448 ON PAGE 546. SEE AFFIDAVIT FOR CORRECTIONS.

- SET 5/8" CAPPED REBAR (CAP #9517)
- FOUND CORNER
- ▲ FOUND SECTION CORNER
- X— FENCE LINE
- BOUNDARY LINE

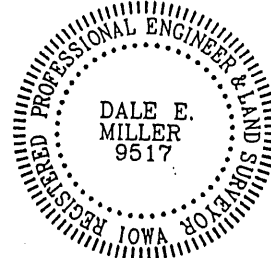


CURVE NO.	RADIUS	DELTA	LENGTH	CHORD
C1	2,954.79'	10° 36' 36"	547.16'	N 07°27'09"E 546.38'
C2	11,369.16'	00° 59' 01"	195.19'	N 12°15'56"E 195.19'
C3	460.90'	46° 37' 28"	375.06'	S 24°07'56"E 364.79'
C4	580.90'	61° 10' 23"	620.21'	S 31°24'23"E 591.17'
C5	691.20'	13° 02' 26"	157.32'	S 67°52'21"W 156.98'
C6	741.20'	08° 34' 43"	110.98'	S 65°38'29"W 110.87'



I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE LAND HEREIN DESCRIBED, MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Dale E. Miller DATE 5/6/94
Dale E. Miller, P.E., L.S. I.A. REG No. 9517
My registration renewal date is December 31, 1995.

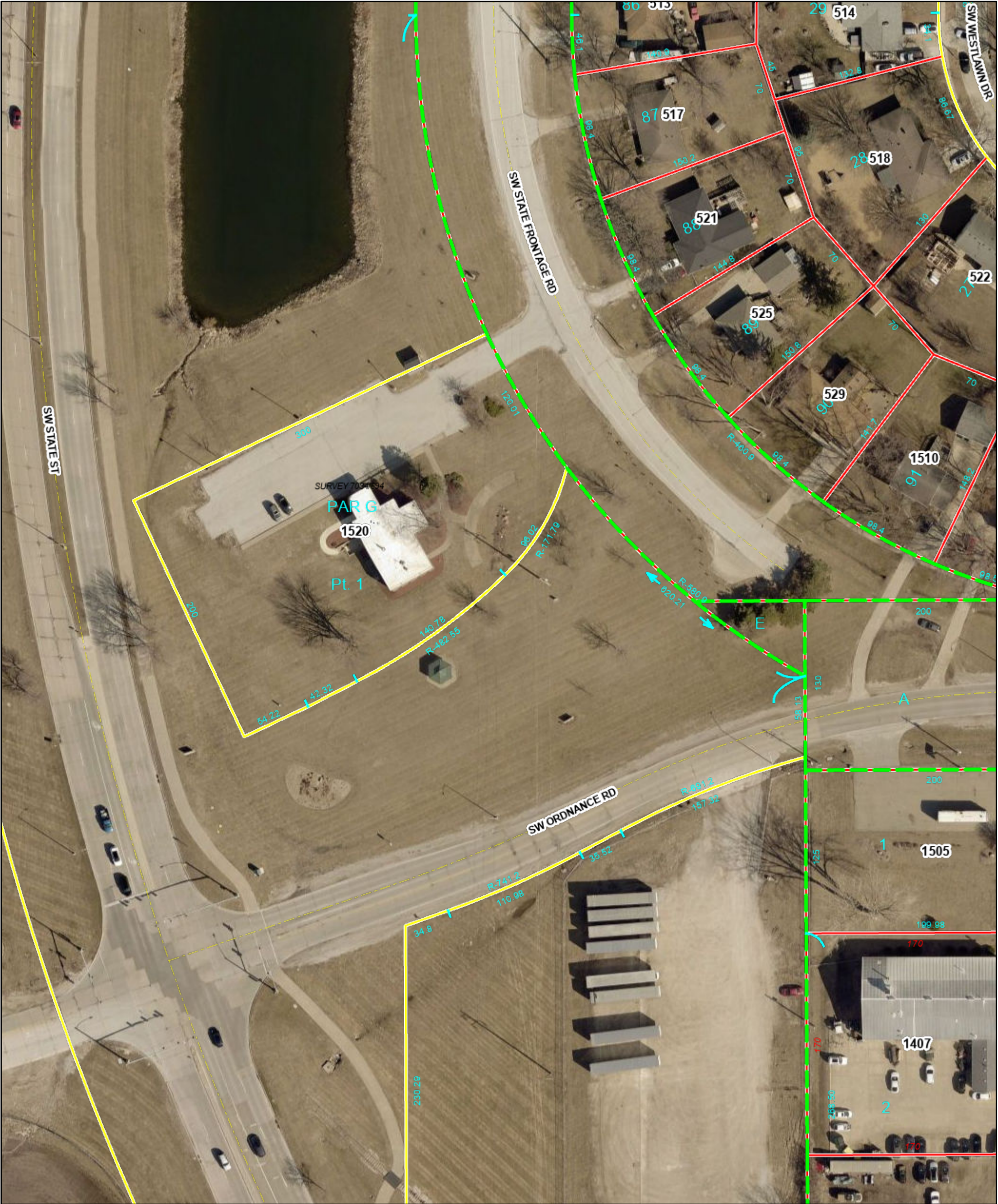


S 89°14'38" W 2635.45' SE COR. SEC. 22-80-24 FOUND 3/4" PIPE
S 00°45'05" E 417.38' NW COR. LOT 6 NW COR. LOT 3 S 61°21'08" W 35.52' S 69°55'51" W 34.80' S 00°50'40" E 230.29' NW COR. LOT 82 NW COR. LOT 83 NW COR. LOT 70 NW COR. LOT 73 NW COR. LOT 66

PLATE	DATE	TITLE
		PARCEL F
K.M.A. NO.		PROJECT
B900534		SW STATE STREET

**KIRKHAM, ARCHITECTS
MICHAEL ENGINEERS
AND ASSOCIATES PLANNERS**

1520 SW Ordinance Rd. - Ankeny Art Center



6/15/2023, 2:12:08 PM

Street Labels

Road

Lot Lines

Parcel Line

Road Centerline

Road ROW

Sub Line

Cartography

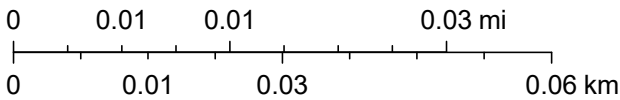
Lot Dim Carto 100

Polk County

Parcels

Address Number

1:1,128



Auditor's Office, Polk County, Iowa, Sources: Esri, TomTom, U.S. Department of Commerce, U.S. Census Bureau, Esri Community Maps Contributors, Des Moines Area Regional GIS, Iowa DNR, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census

Polk County web app

Polk County has compiled this information for government purposes only. Polk County makes no warranties, either expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- *Public Hearing - SE Oralabor Road & Convenience Blvd/Creekview Dr Traffic Signal Replacement - 7/3/23 @ 5:30 p.m.*
- *Public Hearing - Uptown Parking Improvements - 7/3/23 @ 5:30 p.m.*
- *Public Hearing - Westwinds, Plat 9, Storm Sewer Extension Project - 7/3/23 @ 5:30 p.m.*
- *Public Hearing - Golf Cart Ordinance - 7/17/23 @ 5:30 p.m.*

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

June 19, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Request for Executive Session under Code Section 21.5.1 (J)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to go into Executive Session, pursuant to the

provisions of Iowa Code Section 21.5, subparagraph (j) “to discuss the purchase or sale of particular real estate only where the premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property”.</p>

ADDITIONAL INFORMATION:

Following adjournment of the Executive Session, Council may take action on any matter discussed during the Executive Session.

ATTACHMENTS:

Click to download
No Attachments Available