



ANKENY CITY COUNCIL

Regular Meeting

Monday, June 6, 2022

5:30 PM

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro-Tem

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

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ELECTRONIC MEETING INFORMATION

<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtVHNxcWZFak9Pd09>

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 6, 2022 Agenda:

Action# B1-1. Consider motion to approve and accept the June 6, 2022 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. PH 2022-50 Proposed 28E Agreement renewing an Annexation Agreement Boundary with the City of Polk City, Iowa

Action# C1-1. Consider motion to close Public Hearing 2022-50.

2. PH 2022-51 Proposed voluntary urbanized annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC.

Action# C2-1. Consider motion to close Public Hearing 2022-51.

3. PH 2022-52 Proposed Bellagio Park Improvements

Action# C3-1. Consider motion to close Public Hearing 2022-52.

4. PH 2022-53 Proposed Rock Creek Greenway Trail Improvements

Action# C4-1. Consider motion to close Public Hearing 2022-53.

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 May 16, 2022, as published, subject to correction, as recommended by the City Clerk.

CA - 2 Receive and file minutes of the Plan and Zoning Commission meeting of May 3, 2022.

CA - 3 Receive and file minutes of the Library Board of Trustee meeting of April 21, 2022.

- **Licenses and Permits**

CA - 4 Consider motion to approve the issuance of Cigarette/Tobacco/Nicotine/Vapor Permits for July 1, 2022 - June 30, 2023.

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

- **Finance/Budget**

CA - 6 Consider motion to approve Amendment No. 3 to the Professional Services Agreement increasing the contract amount by \$368,900.00 with HR Green, Inc. for Construction Phase Services on the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive.

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

Hattery for design\development services on the Ankeny Senior Community Center.

- CA - 23** Consider motion to approve Payment #2 in the amount of \$1,430.35 to Short Elliott Hendrickson Inc., for engineering services on the N Ankeny Blvd Water Main project.
- CA - 24** Consider motion to approve Payment #3 in the amount of \$6,974.75 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development project.
- CA - 25** Consider motion to approve Payment #22 in the amount of \$19,841.08 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
- CA - 26** Consider motion to approve Payment #15 in the amount of \$29,637.85 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
- CA - 27** Consider motion to approve Payment #18 in the amount of \$2,233.50 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
- CA - 28** Consider motion to approve Payment #10 in the amount of \$104,345.95 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 29** Consider motion to approve Payment #20 in the amount of \$690.75 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 1 project.
- CA - 30** Consider motion to approve Payment #18 in the amount of \$19,235.94 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
- CA - 31** Consider motion to approve Payment #14 in the amount of \$5,248.19 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.
- CA - 32** Consider motion to approve Payment #5 in the amount of \$1,344.25 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.
- CA - 33** Consider motion to approve Payment #29 in the amount of \$17,701.29 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.
- CA - 34** Consider motion to approve Payment #11 in the amount of \$33,853.25 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.
- CA - 35** Consider motion to approve the June 6, 2022 Accounts Payable. (Finance Committee: T. Shafer, Chp, B. Bentz, J. Perry)

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

- CA - 36** Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Lot 3, Northpointe Village Center Plat 2 and associated with the development of the site plan at 2405 North Ankeny Blvd.
- CA - 37** Consider motion to grant preliminary approval of First Street Commons Plat 2; and

authorize cost-participation request for 16-inch water main upsizing along E 1st Street in the amount estimated to be \$5,375.00.

- CA - 38** Consider motion to adopt **RESOLUTION** waiving approval of the final plat for The Greens at Woodland Hills Plat 6.

- Engineering Items - none
- Capital Improvement Projects

- CA - 39** **Ankeny Public Services Library Remodel:** Consider motion to approve: a) The Architect's Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Edge Commercial, LLC in the amount of \$3,937,732; and c) Retainage Payment #11 in the amount of \$196,886.60 which will be released 30 days after project acceptance.

- CA - 40** **S Ankeny Boulevard & Magazine Road Safety Improvements:**
Consider motion to approve: a) Final Change Order #2, reducing the contract in the amount of \$9,320.37; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with All Star Concrete, LLC in the amount of \$477,757.63; and d) Final Payment #4 in the amount of \$26,665.48 / Release of Retainage in the amount of \$23,887.88.

- Administrative Items

- CA - 41** Consider a motion to enter into an agreement for Crossing Guard Services for the 2022-2023 school year between the City of Ankeny, the Ankeny Community School District and All City Management Services, Inc.

- CA - 42** Consider motion to approve amended Agreement between the City of Ankeny and Group Creative Services for the design, construction, and installation of a public art project, restroom facility, and shelter at the Northwest Irvinedale Drive trailhead.

- Approval of Consent Agenda Items

1. Consent Agenda Items CA-1 through CA-42.

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-42.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- Approval of Ordinances:

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

Action# H1-1. Consider motion to accept second consideration of ORDINANCE 2110.

2. Ord 2111 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC from R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to single family.

Action# H2-1. Consider motion to accept second consideration of ORDINANCE 2111.

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

Action# H3-1. Consider motion to accept second consideration of ORDINANCE 2112.

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

Action# H4-1. Consider motion to accept second consideration of ORDINANCE 2113.

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

Action# H5-1. Consider motion to accept second consideration of ORDINANCE 2114.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed Annexation Agreement Boundary Renewal (28E) - City of Polk City, Iowa (PH 2022-50)

Action# J1-1. Consider motion to adopt RESOLUTION authorizing the Mayor to sign a 28E Agreement renewing an Annexation Agreement Boundary with the City of Polk City, Iowa.

2. Proposed voluntary urbanized annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley LLC. (PH 2022-51)

Action# J2-1. Consider motion to receive and file the March 2, 2022 Consultation Meeting Report.

Action# J2-2. Consider motion to receive and file correspondence.

Action# J2-3. Consider motion to adopt RESOLUTION annexing certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley LLC.

3. Proposed Renewal of the Office Development Incentive Policy

Action# J3-1. Consider motion to adopt RESOLUTION approving an Office Development Incentive Policy in the City of Ankeny, Iowa.

4. Proposed Bellagio Park Improvements (PH 2022-52)

Action# J4-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$288,175.00; 2) receive and file report of bids received May 31, 2022; 3) adopt RESOLUTION making award of construction contract with Howrey Construction in the amount of \$296,850.00; and 4) adopt RESOLUTION approving

contract and bonds with Howrey Construction in the amount of \$296,850.00.

5. Proposed Rock Creek Greenway Trail Improvements (PH 2022-53)

Action# J5-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$125,294.00; 2) receive and file report of bids received May 31, 2022; 3) adopt RESOLUTION making award of construction contract with Brothers Cleaning Corporation in the amount of \$112,905.00.

6. Proposed NW Irvinedale Elevated Storage Tank Project
Professional Services Agreement with HDR Engineering, Inc.

Action# J6-1. Consider a motion to approve the Professional Services Agreement with HDR Engineering, Inc., for the design engineering and bidding phase services on the NW Irvinedale Elevated Storage Tank Project in an amount not to exceed \$462,000.00 and the Mayor to execute said agreement.

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

City Manager
City Attorney

- **Report of the Governing Body:**

Mayor

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

- **Future Council Agenda Items:**

- ***Public Hearing - annexation - ATI Ankeny Industrial LLC, Tyler Investment Company, Inc, Polk County Aviation Authority and Lloyd Linn - 6/20/22 @ 5:30 p.m.***
- ***Regular Council Meeting - 7/5/22 @ 5:30 p.m.***
- ***Regular Council Meeting - 7/18/22 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment

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



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2022-50: Proposed 28E Agreement renewing an Annexation Agreement Boundary with the City of Polk City, Iowa

EXECUTIVE SUMMARY:

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

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

That the Council adopt the resolution authorizing the Mayor to execute the agreement on behalf of the City.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Prior agreement was adopted with Resolution 2013-259 on the 5th day of August 2013 and has a 10 year life.

PUBLIC OUTREACH EFFORTS:

This public hearing and it's published notice.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-50.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution
 28E Agreement
 Exhibit A



PUBLIC HEARING 2022-50

5:30 P.M.

JUNE 6, 2022

**PROPOSED 28E AGREEMENT WITH POLK CITY, IOWA, REGARDING THE
RENEWAL OF AN ANNEXATION AGREEMENT BOUNDARY**

Mayor:

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

Mayor:

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

City Clerk:

None in the Clerk's Office

Mayor:

“I would like to request, at this time, Eric Jensen, Director of Community Development, 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 agreement, please either approach the podium, or if you are attending electronically, raise your electronic hand, or press star 9 (*9). When you are called upon, give your name and address for the record.”

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

- ☐ Consider **MOTION** to close Public Hearing 2022-50.

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

RESOLUTION

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ANKENY TO SIGN A 28E AGREEMENT WITH POLK CITY, IOWA, REGARDING THE RENEWAL OF AN ANNEXATION AGREEMENT BOUNDARY

WHEREAS, the City of Ankeny, Iowa (hereafter referred to as “ANKENY”) and the City of Polk City, Iowa, (hereinafter referred to as “POLK CITY”) have both adopted comprehensive plans which address the long-range growth areas of each community; and

WHEREAS, section 368.4, Iowa Code, provides that a city may, by resolution, agree with another city or cities to refrain from annexing specifically described territory for a period of not to exceed 10 years; and

WHEREAS, sections 354.8 and 354.9 of the Iowa Code establish the rights of cities to review subdivision plats within two miles of their corporate boundaries; and

WHEREAS, section 354.9(3), Iowa Code pertains specifically to overlapping areas of review between cities, and provides that cities may establish by agreement, pursuant to Chapter 28E, Iowa Code, reasonable standards and conditions of review of subdivisions with overlapping areas; and

WHEREAS, ANKENY and POLK CITY have established jurisdiction to review subdivisions outside their corporate boundaries, pursuant to Sections 354.8 and 354.9, Iowa Code; and

WHEREAS, a 28E agreement has been drafted defining an annexation and development review area agreement boundary; and

WHEREAS, it is in the best interest of the citizens of Ankeny and Polk City to enter into said 28E agreement.

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

1. That the City Council authorize the Mayor to sign the renewal of an annexation and development review agreement boundary (28E agreement) with the City of Polk City, Iowa.

PASSED AND APPROVED this 6th day of June, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

City of Ankeny, Iowa, Resolution No. _____
City of Polk City, Iowa, Resolution No. _____

AGREEMENT FOR JOINT EXERCISE OF GOVERNMENTAL POWERS
AND TO ESTABLISH A DIVISION LINE BETWEEN
CORPORATE BOUNDARY LINES

WHEREAS, it is in the public interest of the CITY OF ANKENY (hereinafter referred to as ANKENY), and the CITY OF POLK CITY (hereinafter referred to as POLK CITY), to establish an annexation Division Line (hereinafter referred to as Division Line), between their respective corporate boundary lines;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. PURPOSE. Because of their present common corporate boundaries and close proximity leading to more common corporate boundaries in the future, and their common desire to enhance the land use along and in the vicinity of the common corporate boundaries, it is in the public interest for Ankeny and Polk City to respectively pass resolutions to establish this AGREEMENT FOR JOINT EXERCISE OF GOVERNMENTAL POWERS AND TO ESTABLISH A DIVISION LINE BETWEEN CORPORATE BOUNDARY LINES (hereinafter referred to as AGREEMENT), to provide for communication and cooperation in developing each city's comprehensive plan in their respective territories adjacent to the Division Line, and to establish a Division Line more particularly identified in Section 2.

SECTION 2. DIVISION LINE. The aforementioned cities hereby agree upon the establishment of a Division Line, between the presently established corporate boundaries of the two Cities, which is legally described as follows, all located in Polk County, Iowa:

A line beginning at a point at the southwest corner of the Northwest 1/4 of Section 18, Township 80 North, Range 24 West, thence east and along the centerline of NW 98th Avenue to its intersection with NW Polk City Drive (State Highway 415); thence northwesterly along the centerline of NW Polk City Drive (State Highway 415) to its intersection with NW 44th Street; thence north along the centerline of NW 44th Street to its intersection with NW 118th Avenue; thence east along the centerline of NW 118th Avenue to its intersection with NW 30th Street; thence north along the centerline of NW 30th Street to its intersection with NW 134th Avenue, all located within Polk County, Iowa.

A map of this description is attached as Exhibit A and made part of this agreement.

SECTION 3. ANNEXING MORATORIUM. In accordance with Iowa Code Chapter 368 and as defined therein, Ankeny and Polk City agree to an annexing moratorium as follows:

- A. Ankeny agrees not to annex voluntarily or involuntarily, or otherwise incorporate within its boundaries, all or any part of the territory located to the west or north of the Division Line.
- B. Polk City agrees not to annex voluntarily or involuntarily, or otherwise incorporate within its boundaries all or any part of the territory located to the east or south of the Division Line.

SECTION 4. APPLICABILITY. This Agreement is applicable to all annexation proceedings, both voluntarily and involuntary, and pending annexations as well as any that may be commenced in the future, to the fullest extent allowed and as provided by Iowa Code Chapter 368. All such proceedings which have been initiated but not completed are hereby amended to conform to this agreement, and any portion of any petition for annexation, whether voluntary or involuntary, in conflict herewith is hereby terminated and

withdrawn. Completion is hereby defined as being approved by the City Development Board and duly recorded prior to the date of the second City's approval and signature on this Agreement.

Both cities agree not to annex territory in violation of this Agreement. Each city, and their officials, agents and representatives, agree not to aid or support in any way, any person, party, agency, or governmental body who may oppose, enjoin, or obstruct the other in the pursuit of any annexation that conforms with this Agreement. Terminology used in this Agreement shall be defined in the same manner as it is defined and used in Iowa Code Chapter 368, unless specifically defined herein.

SECTION 5. JOINT COORDINATION AND COOPERATION. The Cities agree to coordinate long range planning and zoning of development along the Division Line. The Cities shall coordinate their comprehensive plans for the territory located within 600 feet of the Division Line to the end that the uses proposed by one City may be compatible with the uses proposed by the other city; corridors are developed for future streets that would bisect the annexation line with the proposed classification of those streets; proposed corridors for pedestrian and bicycle traffic are identified; and any other matters agreed to by the Cities. Both Cities agree to respect the planning and land uses illustrated in the respective Cities' Comprehensive Plans for the areas near this annexation boundary; however, the Cities agree to meet at mutually agreed upon times to coordinate these activities. This is not intended to establish that one City has control over the other City's legislative powers, rather it is intended to establish that the two Cities will coordinate and cooperate with each other in their planning and legislative powers for the land along the Division Line to the extent deemed acceptable by the respective Cities.

Pursuant to Iowa Code Section 354.9(3), Ankeny and Polk City agree that the subdivision standards and review authority granted by state law to the cities for the two miles from their respective and overlapping limits, shall be handled as follows:

- Ankeny shall have extra territorial review and approval authority south and east of the above described annexation agreement line.
- Polk City shall have extra territorial review and approval authority north and west of the above described annexation agreement line.

SECTION 6. PUBLIC IMPROVEMENTS. Within one-eighth mile of the Division Line, the design and location of collector streets and other major thoroughfares, and major pedestrian and bicycle systems, which are or should be constructed in a size larger than customary for local service to adjoining property owners; or which should be continuous between the two Cities for the convenience of the public and the welfare of their citizens, shall be coordinated and agreed to by both Cities.

Wherever practical, new streets and other public improvements shall not be located on or along the Division Line. Where such situations cannot be avoided or already exist, construction, reconstruction, or expansion of such public improvements shall be subject to the approval of each City and shall be jointly planned, designed, and constructed, and both cities will endeavor to reach a mutual agreement of how the paving or other improvement will be financed.

SECTION 7. RIGHTS AND OBLIGATIONS. This Agreement creates rights and obligations only between these two parties as governmental entities, and is to be interpreted, applied, and enforced by these entities only. It is not intended and shall not be interpreted to create any rights, title, or interest in any other person, firm, corporation, or entity, whether or not resident or taxpayer of either City, and whether directly or as a third-party beneficiary.

SECTION 8. STATUTORY AUTHORITY. This Agreement is entered into by Ankeny and Polk City pursuant to Iowa Code Section 368.4, and is joint exercise of governmental powers, pursuant to Iowa Code Chapter 28E. It does not create a separate legal entity; grants no power to purchase, own, or mortgage real or personal property; creates no governing board; and does not have an operating budget.

SECTION 9. EFFECTIVE DATE AND DURATION. The effective date of this Agreement shall be the later of approval dates of the two Cities. This Agreement shall be in full force and effect for a period of ten years after the aforementioned effective date, and thereafter as provided by any agreement to extend this Agreement. This Agreement may be amended at any time upon approval of both City Councils.

SECTION 10. SEPARABILITY. If any section, provision, or part of this Agreement shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

By: _____
Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the ____ day of _____, 2022, 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 of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the ____ day of _____, 2022, and the said Mark E. Holm and Michelle Yuska acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF POLK CITY, IOWA

By: _____
Steve Karsjen, Mayor

By: _____
Jenny Coffin, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steve Karsjen and Jenny Coffin, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Polk City, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Polk City, Iowa, on the ____ day of _____, 2022, and the said Steve Karsjen and Jenny Coffin acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

ANKENY CLERK'S CERTIFICATION - RESOLUTION 2022-xxx

I, Michelle Yuska, City Clerk of the City of Ankeny, Polk County, Iowa, do hereby certify that the notice of the public hearing on the foregoing Agreement, was published at least once in the Des Moines Register a weekly newspaper having general circulation in Ankeny, Iowa, on the ____ day of ____, 2022, which publication date was not less than four nor more than twenty days before the date of the hearing. Further, following the hearing which was held on the ____ day of ____, 2022, the Resolution approving the Agreement was duly approved and accepted by the City Council of said City of Ankeny, by Resolution No. 2022-xxx on the ____ day of ____, 2022.

Michelle Yuska, City Clerk
City of Ankeny, Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of ____, 2022, before me, the undersigned notary public, personally appeared Michelle Yuska to me personally known, and, who being by me duly sworn, did say that she is the City Clerk, of the City of Ankeny, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 2022-xxx adopted by the City Council under Roll Call No. 2022-xxx of the City Council on the ____ day of ____, 2022, and that Michelle Yuska acknowledged the execution of the instrument to be her voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in the State of Iowa

POLK CITY CLERK'S CERTIFICATION - RESOLUTION 2022-xxs

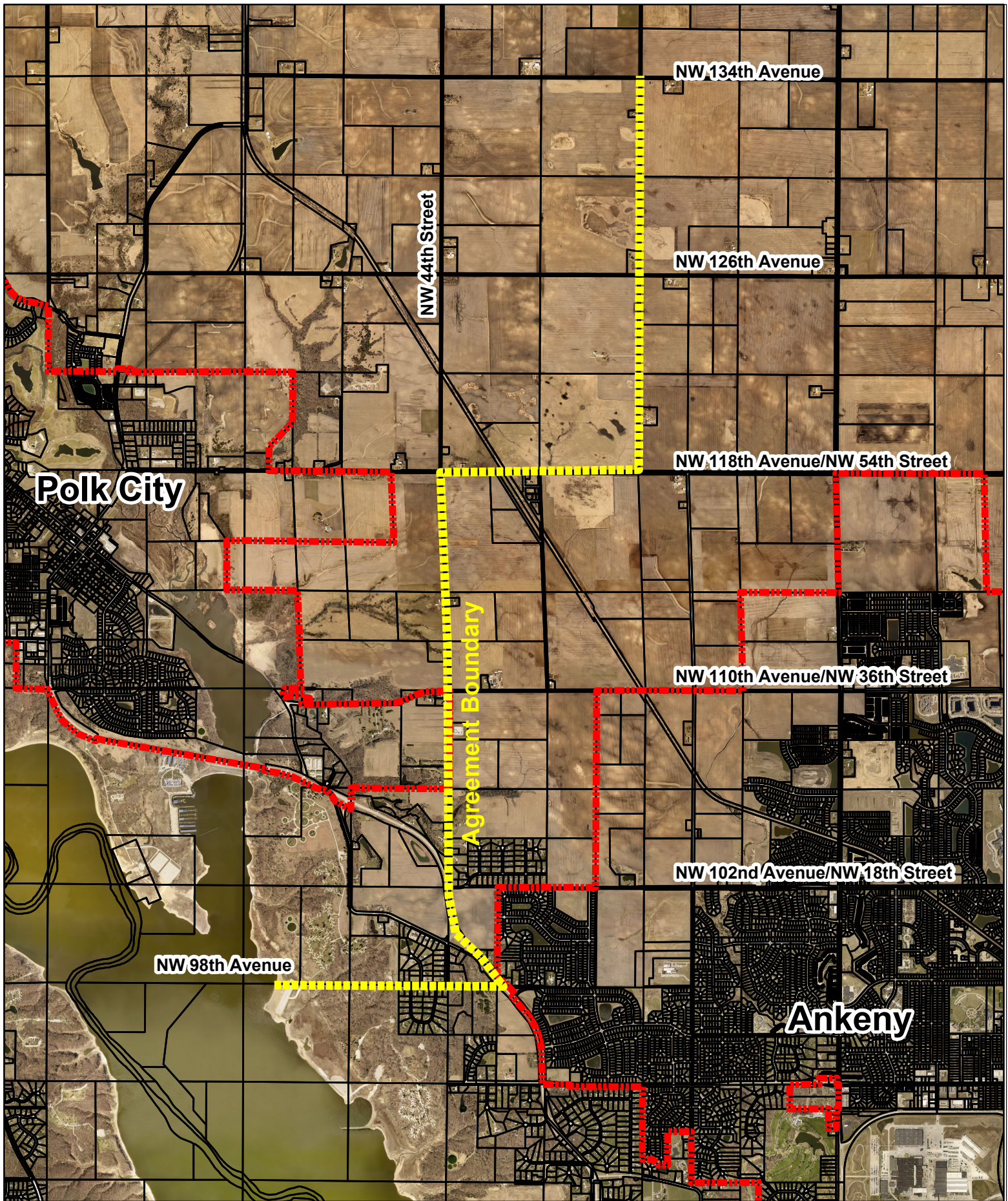
I, _____, City Clerk of the City of Polk City, Polk County, Iowa, do hereby certify that the notice of the public hearing on the foregoing Agreement, was published at least once in the Ankeny Register a weekly newspaper having general circulation in Polk City, Iowa, on the _____ day of _____, _____, which publication date was more than thirty days before the date of the hearing. Further, following the hearing which was held on the _____ day of _____, _____, the Resolution approving the Agreement was duly approved and accepted by the City Council of said City of Polk City, by Resolution No. _____ on the _____ day of _____, _____.

Jenny Coffin, City Clerk
City of Polk City, Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On this _____ day of _____, _____, before me, the undersigned notary public, personally appeared Jenny Coffin to me personally known, and, who being by me duly sworn, did say that she is the City Clerk, of the City of Polk City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council under Roll Call No. ____ of the City Council on the _____ day of _____, _____, and that Jenny Coffin acknowledged the execution of the instrument to be her voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in the State of Iowa





ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2022-51: Proposed voluntary urbanized annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC.

EXECUTIVE SUMMARY:

The owners of 19 parcels are requesting 584.16 (+/-) acres of land be voluntarily annexed into the City of Ankeny. The land currently petitioned for annexation is 562.64 acres. There are 10 non-consenting parcels that make up the remaining 21.52 acres of the annexation. The proposed annexation is located in the northeast portion of the City and generally located around the intersection of NE 126th Avenue and NE 22nd Street (NE Delaware Avenue).

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 7, 2022 - City Council initiated voluntary urbanized annexation

May 3, 2022 - Plan & Zoning Commission will review and give recommendation to City Council.

May 2, 2022 - City Council set the public hearing.

PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

Consultation meeting held on March 2, 2022.

Legal publication and notification.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-51.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution
 P&Z Minutes
 Staff Report
 Aerial Map
 Annexation Map
 Annexation Applications
 Consultation Meeting Report
 Correspondence
 Consenting/Nonconsenting Landowners Map
 Correspondence - Huss
 Correspondence - Linnemeyer



PUBLIC HEARING 2022-51

5:30 P.M.

JUNE 6, 2022

**PROPOSED ANNEXATION OF CERTAIN TERRITORY LOCATED ADJACENT TO THE
NORTHEAST QUADRANT OF ANKENY REQUESTED BY HOPE KIMBERLEY LLC**

Mayor:

This is the time and place for a public hearing on the matter of annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC.

Layman's Description: Approximately 562.64 acres (+/-) of land in the northeast quadrant, generally located around the intersection of NE 126th Avenue and NE 22nd Street (NE Delaware Avenue) and approximately 21.52 (+/-) acres of land adjacent to petitioning parcels.

Notices were mailed to affected property owners as required by law and notice of this hearing was published in the Des Moines Register on the 13th day of May, 2022.

Mayor:

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

City Clerk:

We received correspondence from Don & Nancy Miller and Kathie Olenius & Dennis Jones which have been shared with staff and council. Correspondence was also received from Kevin & Emily Huss and Brian & Kelli Linnemeyer and has been provided to the Council this evening and should be received and filed as part of the Public Hearing.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing PH 2022-51.

Mayor:

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

RESOLUTION 2022-

A RESOLUTION ANNEXING CERTAIN TERRITORY LOCATED ADJACENT TO THE NORTHEAST QUADRANT OF ANKENY REQUESTED BY HOPE KIMBERLEY LLC

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

LEGAL DESCRIPTION:

THE NORTH HALF (N1/2) OF THE NORTH HALF (N1/2) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL. ¼) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY IOWA, EXCEPT HIGHWAY, AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: THE NORTH 137 FEET OF THE WEST 272 FEET OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL. ¼) OF SAID SECTION THIRTY-ONE (31) [Owner(s): Hope K Farms LLC],

AND;

THE SOUTH ONE-HALF (1/2) OF THE NORTHWEST FRACTION QUARTER (1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY, IOWA; EXCEPT THE SOUTH 302 FEET OF THE WEST 272 FEET OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST FRACTIONAL QUARTER (1/4), EXCEPT THE EAST 42 FEET OF THE NORTH 120 FEET THEREOF [Owner(s): Kathrine E. Moeckly Trust],

AND;

THE SOUTH 640.0 FEET OF THE EAST 591.0 FEET (EXCEPT THE EAST 320.0 FEET OF THE SOUTH 200.0 FEET THEREOF) OF THE WEST FRACTIONAL ½ OF THE SOUTHWEST FRACTION ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M. POLK COUNTY, IOWA. SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS. [Owner(s): Gary G. & Jeanne M. Uhl],

AND;

THE WEST FRACTIONAL HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE SOUTH 640.5 FEET OF THE EAST 591 FEET AND EXCEPT THAT PORTION OF THE WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30 SOLD ON WARRANTY DEED RECORDED IN BOOK 6033, PAGE 380 ON JANUARY 17, 1988 IN THE POLK COUNTY RECORDER'S OFFICE. [Owner(s): Dennis L. Jones, Kathie J. Olenius, & Karen J. Twedt],

AND;

THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHWEST CORNER OF THE SW FRL ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, THENCE N 90°00'E, 1622.95 FEET ALONG THE SOUTH LINE OF SAID SW FRL ¼ OF SECTION 30; THENCE N 00°22'W, 645 FEET; THENCE S99°55'W, 1373 FEET; THENCE N 10°00'E, 160 FEET; THENCE N 36°00'E 85 FEET; THENCE N 10°00'W, 93 FEET; THENCE N 45°30'W 130 FEET; THENCE N 69°30'W 98 FEET; THENCE N 57°00'W, 47 FEET; THENCE N 13°00'W, 49 FEET; THENCE N 28°30'W 67.93 FEET; THENCE S 90°00'W, 45 FEET TO A POINT ON THE WEST LINE OF THE SW FRL ¼ OF SECTION 30; THENCE S 00°13'32"E 1195.44 FEET TO THE POINT OF BEGINNING; AND EXCEPT A PARCEL OF LAND LOCATED IN THE SE ¼ OF THE SW FRL ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, ACQUIRED BY THE STATE OF IOWA THRU CONDEMNATION PROCEEDINGS RECORDED IN BOOK 3580, PAGE 426 THRU 505 AND A PARCEL OF LAND LOCATED IN THE NE ¼ OF THE SW FRL ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, DEEDED TO THE STATE OF IOWA AND RECORDED IN BOOK 3599, PAGE 321. [Owner(s): Hope K Farms], AND; THE EAST 1,430 FEET OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SECTION 36, EXCEPT PLAT OF SURVEY PARCEL "2018-191", RECORDED IN BOOK 17102 AT PAGE 203 AND EXCEPT THE WEST 413.00 FEET OF THE EAST 1,095.00 FEET OF THE NORTH 637 FEET AND EXCEPT THE WEST 335 FEET OF THE EAST 1430 FEET OF THE NORTH 637 FEET AND EXCEPT ABUHL ACRES, AN OFFICIAL PLAT, EXCEPT A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 36 BEGINNING AT THE NORTHEAST COMER; THENCE WEST ALONG THE NORTH LINE OF SECTION 36, 300 FEET; THENCE SOUTHEASTERLY 424.46 FEET TO THE EAST LINE OF SECTION 36; THENCE NORTH 300 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Hope Kimberley LLC],

AND;

THE WEST 264 FEET OF THE EAST 2312 FEET TO THE NORTH 330 FEET OF THE N ¾ OF THE NORTHWEST 1/4, LESS ROAD, OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Hope Kimberley LLC], AND; THE N ¾ OF THE NE ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPTING FROM THE ABOVE DESCRIBED PREMISES THE FOLLOWING: THE EAST 1430 FEET AND EXCEPTING THE WEST 127 FEET OF THE EAST 1557 FEET OF THE NORTH 637 FEET, AND EXCEPTING THE WEST 165 OF THE EAST 1722 FEET OF THE NORTH 264 FEET, AND EXCEPTING THAT PART CONVEYED IN BOOK 5724 PAGE 650 AND BOOK 5724 PAGE 651 OF THE N ¾ OF THE NE ¼ LESS ROAD. [Owner(s): Hope Kimberley LLC],

AND;
OUTLOT "Y" IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. [Owner(s): Hope Kimberley LLC],
AND;
THE SOUTH 20 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36 [Owner(s): Hope Kimberley LLC],
AND;
THE SOUTH 1/4 OF THE NORTHEAST 1/4 IN SECTION 36, EXCEPT PLAT OF SURVEY PARCEL A RECORDED IN BOOK 8572 PAGE 426; EXCEPT PLAT OF SURVEY PARCEL "2018-191" RECORDED IN BOOK 17102 AT PAGE 203; AND EXCEPT LEGALLY ESTABLISHED HIGHWAYS [Owner(s): Hope Kimberley LLC],
AND;
PART OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 36 TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CORNER OF SAID PARCEL 2018-191", SAID POINT BEING THE NE CORNER OF SAID ABUHL ACRES AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE1/4 FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NORTHWEST CORNER OF SAID ABUHL ACRES; THENCE S00°00'00"W, 440.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, ABUHL ACRES AND POINT OF BEGINNING; THENCE CONTINUING S00°00'00"W, 10.00 FEET TO THE SW CORNER OF SAID LOT 1; THENCE N88°58'00"E, 109.00 FEET ALONG THE SOUTH LINE OF SAID LOT 1 TO THE NW CORNER OF PARCEL "A" (RECORDED BOOK 8572, PAGE 426) AND A CORNER OF SAID "PARCEL 2018-191"; THENCE S00°00'00"W, 320.00 FEET TO THE SW CORNER OF SAID PARCEL "A"; THENCE N88°58'00"E, 208.00 FEET TO THE SE CORNER OF SAID PARCEL "A", SAID POINT LYING ON SAID EAST LINE OF THE NE1/4; THENCE S00°00'00"W, 50.00 FEET ALONG SAID EAST LINE TO THE SE CORNER OF SAID PARCEL "2018-191"; THENCE S88°58'00"W, 542.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 380.00 FEET ALONG THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 225.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.127 ACRES (136,208 S.F.); SUBJECT TO 0.038 ACRES (1,650 S.F.) RIGHT-OF-WAY EASEMENT; 3.089 ACRES (134,558 S.F.) REMAINING; SUBJECT TO AND TOGETHER WITH ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Robin & Judith Van Dyke],
AND;
PARCEL "A" OF PLAT OF SURVEY RECORDED IN BOOK 8571 PAGE 426 BEING A PART OF THE S ¼ OF THE NE ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Robin & Judith Van Dyke],
AND;
PART OF LOT 1, ABUHL ACRES, AN OFFICIAL PLAT IN POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID ABUHL ACRES ALSO BEING THE SW CORNER OF SAID LOT 1 AND CORNER OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203); THENCE N00°00'00"E, 10.00 FEET ALONG THE WEST LINE OF SAID LOT 1, ABUHL ACRES; THENCE N88°58'00"E, 109.00 FEET ALONG A LINE 10 FEET PERPENDICULARLY DISTANT FROM THE SOUTH LINE OF SAID LOT 1; THENCE S00°00'00"W, 10.00 FEET TO SAID SOUTH LINE OF LOT 1, SAID POINT BEING THE NW CORNER OF PARCEL "A" (RECORDED BOOK 8572, PAGE 426) AND A CORNER OF SAID "PARCEL 2018-191"; THENCE S88°58'00"W, 109.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.025 ACRES (1,090 S.F.); SUBJECT TO AND TOGETHER WITH ANY EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Robin & Judith Van Dyke],
AND;
LOT 1 (EXCEPT PARCEL "2020-9" OF PLAT OF SURVEY RECORDED IN BOOK 17821 PAGE 958) IN ABUHL ACRES, AN OFFICIAL PLAT, IN POLK COUNTY, AND PARCEL "2020-11" OF PLAT OF SURVEY RECORDED IN BOOK 17821 PAGE 985 BEING A PART OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Shannon L. & Jill L. Haus],
AND;
PART OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CORNER OF SAID PARCEL "2018-191", SAID POINT BEING THE NE CORNER OF ABUHL ACRES, AN OFFICIAL PLAT AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE1/4 FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NW CORNER OF LOT 3 OF SAID ABUHL ACRES; THENCE S00°00'00"W 150.00 FEET TO THE SW CORNER OF SAID LOT 3, ABUHL ACRES; THENCE S88°58'00"W, 225.00 FEET TO THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 225.00 FEET TO THE NW CORNER OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 542.00 FEET TO SAID EAST LINE OF THE NE1/4; THENCE S00°00'00"W, 75.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.708 ACRES (74,388 S.F.), SUBJECT TO 0.057 ACRES (2,475 S.F.) RIGHT-OF-WAY EASEMENT; 1.651 ACRES (71,913 S.F.) REMAINING; SUBJECT TO AND TOGETHER WITH ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Alan Abuhl],
AND;
LOT 3 IN ABUHL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA. [Owner(s): Alan Abuhl]
AND;
THE NORTH 1/2 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PORTION DEEDED IN BOOK 3604, PAGE 137, TO THE STATE OF IOWA FOR INTERSTATE 35, AND EXCEPT THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET THEREOF, AND EXCEPT THAT PORTION DEEDED TO POLK COUNTY, RECORDED IN BOOK 5336, PAGE 856. [Owner(s): Kim Rueter Revocable Trust, Alex Rueter, Karen Wall, Kim Rueter, Paige Rueter Benlaala, Terri Nation, & Todd Rueter],
AND;
THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE EXISTING ROAD; AND EXCEPT THAT PART THEREOF CONVEYED TO POLK COUNTY, IOWA, BY WARRANTY DEED RECORDED IN BOOK 5336, PAGE 861. [Owner(s): Alex Rueter, Paige Benlaala, & Todd Rueter],

LAYMAN'S DESCRIPTION:

Approximately 562.64 acres (+/-) of land in the northeast quadrant, generally located around the intersection of NE 126th Avenue and NE 22nd Street (NE Delaware Avenue)

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

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

WHEREAS, in order to avoid the creation of islands or to create more uniform boundaries, the City, based on its authority in Section 368.7 State Code of Iowa, as amended, has chosen to annex the following described real estate;

THE SOUTH 200.00 FEET OF THE EAST 320.00 FEET OF THE WEST FRACTIONAL ½ OF THE SOUTHWEST FRACTION ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Cindy K. & Rory A. Welcher],

AND;

COMMENCING AT THE SW CORNER OF THE SW FRACTION ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; THENCE NORTH 00°13'32" WEST, A DISTANCE OF 511.07 FEET ALONG THE WEST LINE OF SAID SW ¼; THENCE NORTH 89°46'28" EAST, A DISTANCE OF 45.00 FEET; THENCE NORTH 45°04'29" EAST, A DISTANCE OF 127.82 FEET; THENCE NORTH 89°43'56" EAST, A DISTANCE OF 191.63 FEET, THENCE SOUTH 00°12'48" EAST, A DISTANCE OF 602.41 FEET TO THE SOUTH LINE OF SAID SW FRACTION ¼; THENCE NORTH 90°00'00" WEST ALONG SAID LINE A DISTANCE OF 327.36 FEET TO THE POINT OF BEGINNING. [Owner(s): Cindy L. Taylor & Elvin Hebner Jr.],

AND;

THE WEST 413.00 FEET OF THE EAST 1,095.00 FEET OF THE NORTH 637.00 FEET OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART DEEDED TO POLK COUNTY, IOWA IN WARRANTY DEED FILED MARCH 28, 1984 IN BOOK 5336 PAGE 847, AND SUBJECT TO ESTABLISHED ROADWAY. [Owner(s): Christopher L. & Irene K. Seuntjens],

AND;

THE WEST 312 FEET OF THE EAST 1407 FEET OF THE NORTH 637 FEET OF THE NORTH ¾ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Kelly E. & Katie N. Grove Revocable Trust],

AND;

THE WEST 150 FEET OF THE EAST 1557 FEET TO THE NORTH 637 FEET OF THE N ¾ OF THE NORTHWEST ¼, LESS ROAD, OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS. [Owner(s): Steve & Bonnie Klein],

AND;

A PORTION OF THE NW ¼ OF THE NE ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT 1557 FEET WEST OF THE NE CORNER OF SAID, TOWNSHIP 81 NORTH, RANGE 24; THENCE SOUTH 264 FEET; THENCE WEST 165 FEET; THENCE NORTH 264 FEET; THENCE EAST 165 FEET TO THE POINT OF BEGINNING, CONTAINING ONE ACRE, MORE OR LESS. [Owner(s): Kevin & Emily Huss],

AND;

W 50F N 115F E 1206.05F NE ¼ NW ¼ LESS .038 A RD SEC 36-81-24. [Owner(s): NW Bell Telephone Co],

AND;

PART OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CORNER OF SAID PARCEL "2018-191", SAID POINT BEING THE NE CORNER OF ABUHL ACRES, AN OFFICIAL PLAT AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE¼ FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NW CORNER OF SAID ABUHL ACRES; THENCE S00°00'00"W, 150.00 FEET TO THE NW CORNER OF LOT 2 OF SAID ABUHL ACRES AND POINT OF BEGINNING; THENCE CONTINUING S00°00'00"W, 150.00 FEET TO THE SW CORNER OF SAID LOT 2; THENCE S88°58'00"W, 225.00 FEET TO THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 150.00 FEET ALONG THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 225.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.775 ACRES (33,744 S.F.); SUBJECT TO AND TOGETHER WITH ANY EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Wayne E. Abuhl, Shannon L. & Jill L. Haus],

AND;

LOT 2 IN ABULH ACRES, AN OFFICIAL PLAT, POLK COUNTY, IOWA. [Owner(s): Samuel & Morgan Keasler],

AND;

THE NORTH 137 FEET OF THE WEST 272 FEET OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL ¼) OF SECTION 31; ALSO THE SOUTH 302 FEET OF THE WEST 272 FEET OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL ¼), EXCEPT THE EAST 42 FEET OF THE NORTH 120 FEET THEREOF, OF SECTION 31, ALL IN TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPTING EXISTING ROADS AND HIGHWAYS.[Owner(s): Alvin L. & Emily M. Wyckoff]

LAYMAN'S DESCRIPTION:

Approximately 21.52 (+/-) acres of land adjacent to petitioning parcels.

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

WHEREAS, the non-petitioning property owners of the above parcels have been notified 14 days prior to the date of this resolution by certified mail; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny Iowa, that the above-described real estate should be annexed and is hereby annexed to and made a part of the City of Ankeny, Iowa, subject only to its approval by the City Development Board in accordance with Iowa Code Section 368.7(1).

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

PASSED AND APPROVED this 6th day of June, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

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

CALL TO ORDER

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

ROLL CALL

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

BUSINESS ITEMS

Item #7. Request by Hope Kimberley LLC for the voluntary annexation of property into the City of Ankeny

E.Jensen reported the subject area is located adjacent to the northeast portion of the City of Ankeny and generally located around the intersection of NE 126th Avenue and NE 22nd Street (NE Delaware Avenue). He shared that the request is for 584.16 acres of land to be voluntarily annexed into the City of Ankeny. E.Jensen stated that the annexation area consists of 19 parcels containing 562.64 acres that are consenting to the annexation and ten parcels containing 21.52 acres that are non-consenting. He said the Code of Iowa allows the inclusion of up to 20% of the total land area of the annexation as non-consenting in order to avoid the creation of islands or to create more uniform boundaries. He noted that the annexation, as currently configured, contains 96.32% consenting land and 3.68% nonconsenting land. E.Jensen stated that this annexation was previously before the Commission and at that time the Rueter property was nonconsenting and since then, the Rueters presented petitions for both of their properties, which makes them consenting property owners. He explained that after consulting with the City Attorney, the decision was made to bring it back to the Commission to look at the revised application and give a recommendation to the Council, even though it is not required by the State code or Ankeny's City code. He presented the Land Use Plan Map and said the land area is within the Planning Boundary of The Ankeny Plan 2040 Comprehensive Plan. E.Jensen stated that NE 126th Avenue and NE Delaware Avenue are both arterial streets in the City's comprehensive plan to handle traffic as the area develops. Traffic studies will need to be completed before development. He further explained the proposed plan on how this area would be served with water and sanitary sewer. E.Jensen presented the City's Annexation Policy and reviewed the relevant policy statements with the Commission as it relates to this annexation request, including Unincorporated Islands and Peninsulas, Municipal Boundaries, Comprehensive Planning and Zoning, and Extension of Services. He presented information on past 80/20 annexations in Ankeny, and the amount of 80/20 annexations that the City Development Board has reviewed over the past two years. E.Jensen said, ideally, staff would like all annexations to be 100% voluntary. He stated that Ankeny would not annex land that they could not provide basic city services to. The annexation before the Commission is contiguous to the existing City limits, it contains just over 96% consenting property owners, it is within the planning boundary of the City, and it is consistent with the Annexation Policies of the City Council, therefore, staff is recommending that the Plan and Zoning Commission recommend City Council approval of the annexation.

T.Flack asked why the annexation came back to the Commission, if the annexation falls within the State code, City code and the City's Annexation Policy. E.Jensen said due to the Rueter property being a large piece in this annexation, he and the City Attorney felt that it was appropriate for the Commission to give a recommendation on this application. T.Flack asked if there has been Council discussion. E.Jensen responded, no.

T.Flack asked if there is any workaround for the four properties on NE 126th Avenue. E.Jensen explained that if you leave the properties out of this annexation, the City's planning boundary in The Ankeny Plan 2040 includes the properties to the north of NE 126th Avenue; and, if those property owners want to be annexed into the City of Ankeny at some point, the four properties would have to be included as the City is not able to leave an island due to the city and state codes.

T.Rapp asked if the homesteads annex in as R-1, would they stay R-1 if the property surrounding is rezoned. E.Jensen said yes, unless they petition to rezone them. The property owner would need to request any future rezoning.

E.Jensen said should the Council, after the Commission's recommendation, approve this annexation, it will go to the City Development Board and there will be decision by the State Board.

No further comments from the applicant/representative.

A.Renaud said that she was not at the meeting where the Commission voted and if she had been, she would have voted to move forward as there is a reason that the 80/20 rule exists. She commented that there is always going to be times where you are not going to get 100% and feels her role is to determine if the request has met the threshold of the code, and it has.

Motion by A.Renaud to recommend City Council approval of the request by Hope Kimberley LLC for voluntary annexation of property into the City of Ankeny. Second by R.Weisheit. Motion carried 6 – 1 (Nay: T.Flack).

Topic: Hope Kimberley LLC Annexation
Date: April 20, 2022
Prepared By: Eric C. Jensen, AICP
Director of Community Development

Recommendation

That the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC for the voluntary annexation of property into the City of Ankeny.

Discussion

The subject area is located in the northeast portion of the City and generally located around the intersection of NE 126th Avenue and NE 22nd Street (NE Delaware Avenue). The request is for 584.16 (+/-) acres of land to be voluntarily annexed into the City of Ankeny. The annexation area consists of 19 parcels containing 562.64 (+/-) acres that are consenting to the annexation and ten parcels containing 21.52 (+/-) acres that are non-consenting. The Code of Iowa allows the inclusion of up to 20% of the total land area of the annexation as non-consenting in order to avoid the creation of islands or to create more uniform boundaries. The annexation as currently configured contains 96.32% (+/-) consenting land and 3.68% non-consenting land.

The proposed annexation area is contiguous with the corporate boundary of Ankeny and includes all adjacent road right-of-way to the centerline of the adjacent road right-of-way, with the exception of Interstate 35. The Iowa DOT's policy is that annexations should include either the entire adjacent interstate right-of-way, or none. As the Ankeny City corporate limits currently do not extend east of the interstate at this location, the interstate right-of-way was not included in this annexation. The proposed annexation area is also within two miles of the Cities of Alleman and Elkhart.

The Commission had previously seen and made a recommendation on a similar annexation with essentially the same boundaries. However, at that time, two parcels consisting of over 70 acres in total were considered non-consenting. The annexation at that time was approximately 84% consenting to 16% non-consenting. With the inclusion of the additional consenting properties, it is appropriate for the Commission to review and make a recommendation on this new annexation to the City Council.

Existing Polk County Zoning and Comprehensive Plan Land Uses

The annexation area is zoned Agricultural District on the Polk County Zoning Map; and is identified as Agricultural on the Polk County Future Land Use Map.

City of Ankeny Comprehensive Plan

The annexation area is within the Planning Boundary of the City as identified by the current Comprehensive Plan and is currently identified for primarily Low Density Residential land uses with areas of High and Medium Density Residential land uses located west of NE 22nd Street and south of NE 126th Avenue, Community Commercial, Office/Business Park and Low Density Residential land uses east of NE 22nd Street and south of NE 126th Avenue, and Community Commercial, Office/Business Park, and Neighborhood Mixed Use land uses located east of NE 22nd Street and north of NE 126th Avenue – see attached Future Land Use Map. The Ankeny Plan 2040 defines those uses as the following:

- **Low Density Residential:** This land use category is dominated by single-family detached dwellings with a typical density of one to five dwelling units per acre and may include the continuation of existing agricultural operations. Typical lot sizes will range from 7,500 to 15,000 sq. ft. Lots should include public or private street frontage and driveway access and may also be served by an alleyway. Development in this area may include residential clustered developments; religious, educational, and institutional uses and structures; and public and private parks and recreational areas and structures.
- **Medium Density Residential:** This land use category is designed for single family dwelling units that are detached or attached horizontally to one or more units, typically referred to as cottage homes, townhomes, and rowhouses. Densities range from five to 12 dwelling units per acre. Land uses may also include single-family detached dwellings, 'tiny home' developments (planned communities with single-family detached homes that are generally less than 500 square feet in total floor area); residential clustered developments; religious, educational, and institutional uses and structures; and public and private parks and recreation areas and structures. This land use category can serve as a transition between low density and high-density land uses.
- **High Density Residential:** This land use category is for multi-family dwelling units both horizontally or vertically attached with two more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments; religious, educational, and institutional uses and structures; child day care centers; and public and private parks and recreational areas and structures.
- **Community Commercial:** This land use category is designed for large-scale retail and entertainment uses typically located along high traffic corridors. These retail and entertainment uses are intended to serve the entire community and motoring public as well as attract customers from outside of the city with a typical service area of up to five miles or more. The locations should be along minor/major arterial streets or major collectors with multiple access points. These retail areas typically consist of large box stores and multi-tenant shopping centers. Sites are generally greater than 20 acres.
- **Office/Business Park:** This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are one or more stories tall. Limited office support type retail uses (including restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.
- **Neighborhood Mixed Use:** This land use category is designed to provide flexibility in uses and building design in an area that can accommodate either mixed-use or single-use buildings and developments. Allowable uses include multi-family residential, office, and retail as well as convenience stores, fast-foot restaurants, and other uses with vehicle drive-up and drive-thru services. Buildings may be three stories in height with shared off-street surface or structured parking. The area is meant to provide a buffer or transition between commercial and residential developments. Possible uses include coffee shops, fast-food restaurants, or small-offices.

Expected Development Scenario

If annexed, the property will initially be zoned R-1, One-Family Residence District, as is all newly annexed land. If the property owner intends to develop the property as anything other than single family residential, a rezoning will be required. Development concepts for the land will be evaluated as part of the rezoning and platting process, to ensure any proposed development plans align with the City's Comprehensive Plan. Any changes to the Land Uses laid out in the Comprehensive Plan, would need to go through a Land Use Plan Amendment before a rezoning process could be started.

Streets: Generally, the annexation area borders and/or includes the following roadways: NE 126th Avenue, NE Delaware Avenue/NE 22nd Street and Interstate 35. All of these roads provide access to the annexation area. These roadways adequately accommodate the existing traffic in the area. As the annexation area develops, staff will work with the developers to make sure that appropriate improvements are made to the existing street network to accommodate the additional traffic. As a reminder the developer is responsible for the construction of all streets internal to their developments.

Water Systems: Currently the City of Ankeny has 12" water mains installed along NE Delaware Avenue, to approximately NE 61st Street in Kimberley Estates, and along N Ankeny Boulevard to approximately NE 62nd Street in Courtyards at Harvest Ridge. These current water mains along with the County or Des Moines Water Works water mains are shown on the provided utility map. These water mains will be extended into the annexation area to serve the future development at such time as this area develops. The developer is responsible for the construction of all water mains within their developments. The City will participate in cost sharing, paying for the over-sizing of water mains, for those mains to be installed that are 12" or larger and serve areas beyond the development. Also, larger water mains that are not located within a development but are extended to serve development are often installed through a connection fee district.

Sanitary Sewer Systems: The City's current sanitary sewer service and the future sewer districts are shown on the utility map that was referenced previously. Currently, the City has an 18" sanitary trunk main that exists along the creek on the west side of NE Delaware Avenue, this line will serve the newly created Fourmile Creek Trunk Sewer Connection District 2, or the purple shaded area on the map. This area includes a majority of this annexation west of NE Delaware Avenue, including the area of the annexation north of NE 126th Avenue, as well as the northwest corner of the intersection of NE Delaware Avenue and NE 126th Avenue. A 15" sanitary sewer main exists between NE Delaware Avenue and I-35, this would serve the land between NE Delaware Avenue and I-35 and south of NE 126th Avenue. Additionally, the City of Ankeny will be constructing a sanitary trunk sewer along N Ankeny Boulevard in 2023, this would serve the western most portion of the annexation, shown in a green box on the provided utility map.

All sanitary sewer constructed within a development is the responsibility of the developer. Other sanitary sewer trunk mains that are extended to serve future development are often installed through connection fee districts. The established connection fees for the Fourmile Creek Trunk Sewer Connection District 2 are outlined below:

Effective Date	Sewer Connection Fee (per acre – 1 acre minimum)
Prior to and through December 31, 2021	\$1,015
January 1, 2022	\$1,029
January 1, 2023	\$1,043
January 1, 2024	\$1,057
January 1, 2025	\$1,071
January 1, 2026 and thereafter	To be re-evaluated

Drainage/Storm Sewer System: This proposed annexation area is in the Fourmile Creek Drainage area. Stormwater for the area south of NE 126th Avenue and west of NE Delaware Avenue generally flows into an unnamed creek just west of NE Delaware Avenue. The unnamed creek flows south and west eventually into Four Mile Creek. The land west of the unnamed creek generally slopes to the west and south. This area drains towards the Harvest Ridge and Four Mile Creek areas, that lay just south and west of the annexation area. The area east of NE Delaware Avenue and south of NE 126th Avenue has a high point by the Wyckoff property, the area then slopes north and east directing stormwater to open drainage ditches along the roads and towards Interstate 35. The ditches then drain west at the intersection of NE Delaware Avenue and NE 126th Avenue, into the unnamed creek. Stormwater draining east follows an open channel south along Interstate 35. The annexation area north of NE 126th Avenue and east of NE Delaware Avenue, is fairly flat. Stormwater drains south and west to the beginning of the unnamed creek. As with all other development within the City, when the area develops, staff will work with the developers to adequately address storm water.

Parks: When the property is platted, the requirements for parkland dedication will be evaluated and applied to the property that is developed as residential. The City of Ankeny's Parks Department is a member of the Technical Review Committee and works with the Planning and Engineering staff on park locations.

Fire: This site is currently in the City of Ankeny Fire Protection District. A water system designed to provide fire flows and domestic service will be extended throughout the area as it is developed.

Police: This land can be expected to develop as residential dwellings and commercial land. The additional area will impact Police coverage areas, as does all new development. Members of the Police Department regularly attend Technical Review Committee meetings and work with the Planning and Engineering staff on design concerns.

Schools: This annexation area is in the North Polk Community School District. The Ankeny Community School District northern limit is NE 54th Avenue.

Consultation Meeting

A consultation meeting was held Wednesday, March 2, 2022. Notice of the meeting was sent via certified mail to the Polk County Board of Supervisors, Lincoln and Elkhart Township Trustees, and notice was sent by regular mail to the Polk County Planning & Development and North Polk and Ankeny Community School Districts. No members from the public attended the meeting. No written comments were provided to staff. The parties invited to the consultation meeting had seven days from the date of the meeting to submit written comments regarding the proposed annexation.

City Council Annexation Policy

The City Council has adopted a policy document regarding the annexation of land into the City of Ankeny. A copy of that policy is attached to this report. The relevant policy statements are discussed below.

B. Unincorporated Islands and Peninsulas

- 2. Ankeny will not allow annexations, which create islands of unincorporated land and/or peninsulas and to the extent possible, will establish regular boundaries for annexation.**

An island is created when an area of unincorporated county is completely encircled by a city. A Peninsula is created when one or more lots are left out of an annexation and create a long finger of unincorporated land surrounded on less than four sides by a city. An example of each is attached to this report. Islands and peninsulas cause infrastructure and service delivery issues for cities and counties. The State Code prohibits the creation of any new islands. Council's annexation policy prohibits the creation of islands and discourages the creation of peninsulas. This is further emphasized by the following annexation policy statements:

C. Municipal Boundaries

- 1. To maintain efficient city service provisions, Ankeny will discourage annexations that would result in irregular city boundaries. Where possible, boundaries will follow street centerlines or intersections.**
- 5. The City of Ankeny will accept and encourage voluntary petitions for the inclusion of territory into the city limits and will work to maximize voluntary annexation boundaries using the legal authority granted by the State of Iowa to add non-petitioned territory to the voluntary annexation. Non-petitioned parcel(s) will not exceed 20% of the total area of the annexation as allowed by Chapter 368.7 of the Code of Iowa.**

These policy statements reinforce the position that the City will discourage annexations with irregular boundaries and that the City will rely on the 80/20 provision of the Code of Iowa to ensure regular boundaries are provided. This is not a new concept in Ankeny. Attached to the report are maps showing three annexation areas for the Southeast Annexation, the Northwest Annexation and the Otter Creek Land and Cattle Annexation. These are three examples where the City has used the 80/20 provision in the recent past to create an annexation with regular boundaries. Additionally, 80/20 annexations are a tool that are used Statewide. According to the City Development Board, the State Board that is responsible for reviewing all annexations that are either not 100% voluntary or that are within two miles of another city or both, in 2021 ten of the 38 cases (26%) that they reviewed were 80/20 annexations. In 2020 six of the 30 cases (20%) that they reviewed were 80/20 annexations. Without the use of the 80/20 provision of the State Code, it would be difficult, if not impossible for municipalities to ensure orderly growth and the efficient delivery of public services. As stated previously, the proposed annexation contains 96.32% (+/-) consenting land and 3.68% non-consenting land, well within the 80/20 provision of the Code of Iowa.

The Council's annexation policy requires all annexations to be consistent with the Comprehensive Plan of the City:

D. Comprehensive Planning and Zoning

- 1. Ankeny will consider annexations within the urban growth area established in the Ankeny Comprehensive Plan.**

This policy means that the City will consider annexations if the land is located within the urban growth area of the Comprehensive Plan, which is defined as the Planning Boundary as depicted on the Future Land Use Map of the Comprehensive Plan. As indicated previously, the annexation area is located in the City's Planning Boundary, as shown on the attached Future Land Use Map.

Finally, with regard to the extension of infrastructure, the relevant statements of the Council's Annexation Policy state:

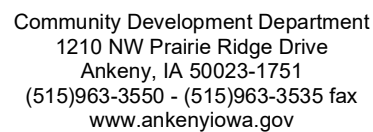
E. Extension of Services

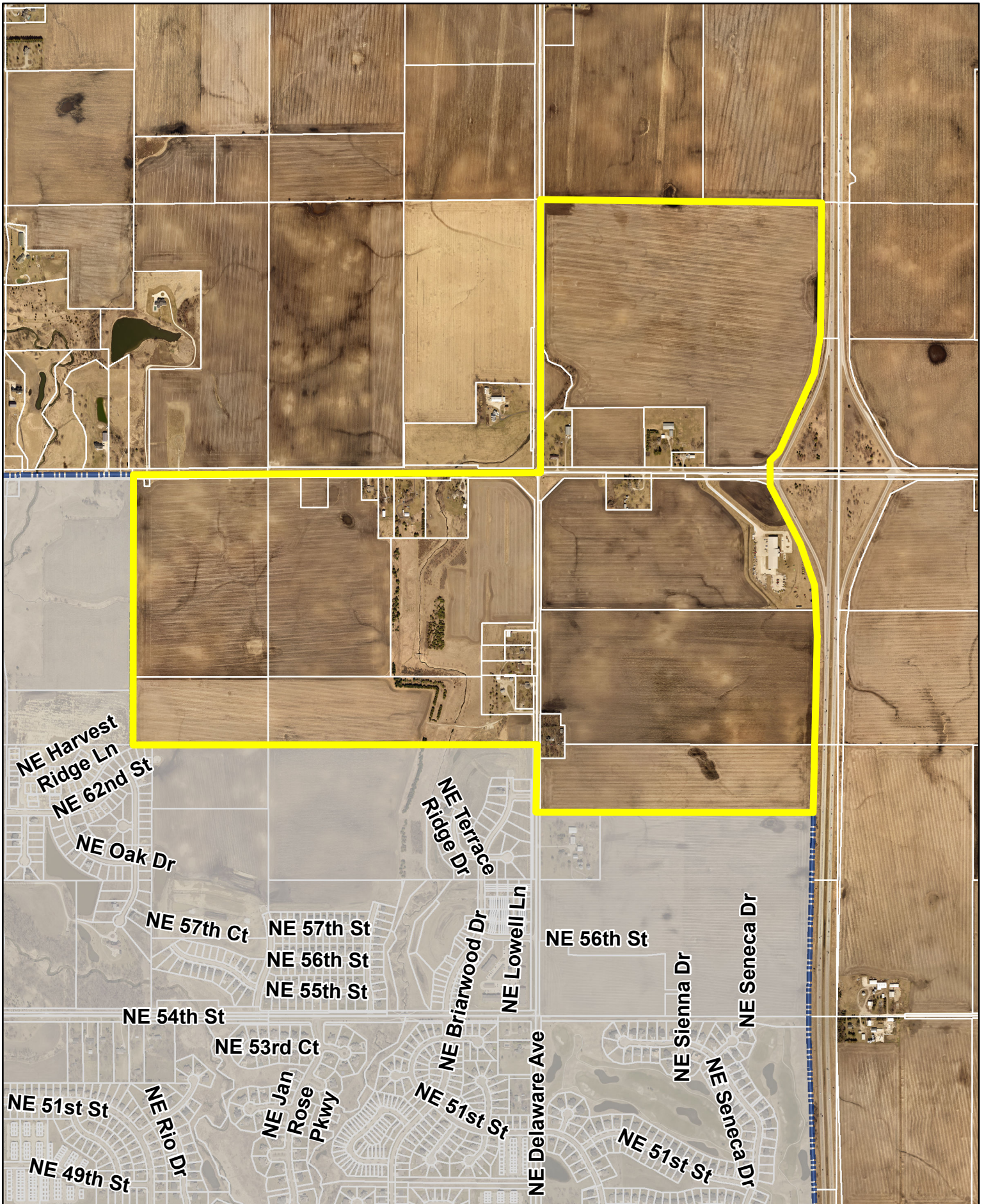
- 1. Ankeny will support extensions of public water and sewer services within the urban growth area that are consistent with...applicable studies authorized and/or adopted by the Ankeny City Council.**
- 5. The City of Ankeny will use development policies such as utility extension policies and development fees to encourage growth consistent with the City's ability to effectively manage such growth.**

These two policy statements indicate that the City will rely on adopted policy documents and studies, such as the City's Comprehensive Plan and the recently adopted Sanitary Sewer Master Plan, when making decisions regarding the annexation of land and the extension of infrastructure. Further, the City will rely on tools such as the infrastructure extension requirements of the City's Subdivision Ordinance as well as financing mechanisms such as connection fee districts when making annexation decisions to encourage orderly growth. Again, as noted in this report previously, the subject area is adjacent to existing public infrastructure which can be extended to service the area. A large portion of the subject area is located within the Fourmile Creek Trunk Sewer Connection District which will provide for the extension of public sanitary sewer to serve much of the area.

Summary

The proposed annexation complies with the regulations of the Code of Iowa, is consistent with City of Ankeny's annexation policy and is identified as a future growth area in the Ankeny Plan 2040 Comprehensive Plan. Public utilities exist just to the south of this property, which can be extended to serve this area. Therefore, staff is recommending that the Plan and Zoning Commission recommend City Council approval of the annexation.





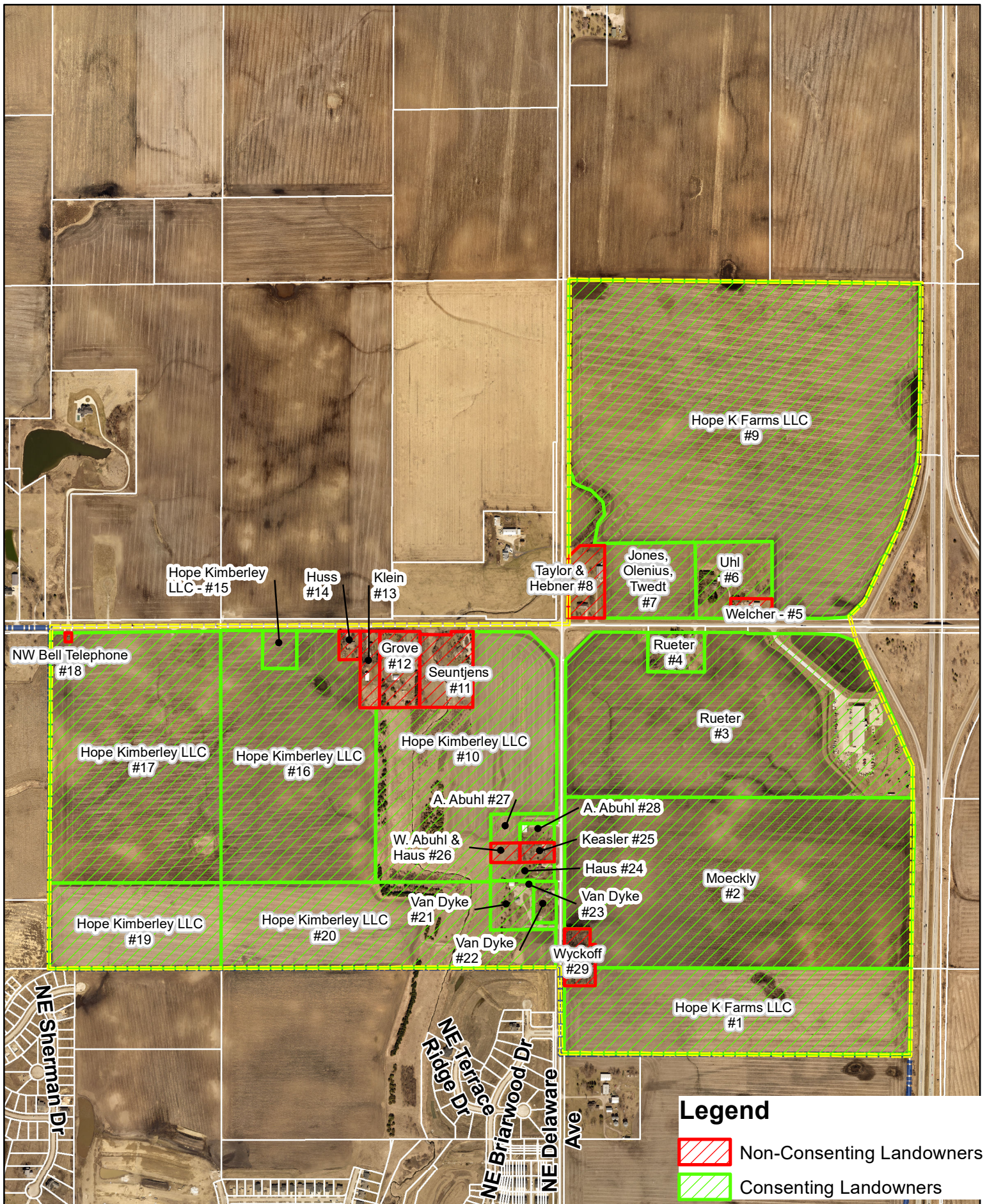
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1 inch = 1,200 feet

Date: 2/14/2022

**Hope Kimberley LLC
Annexation**



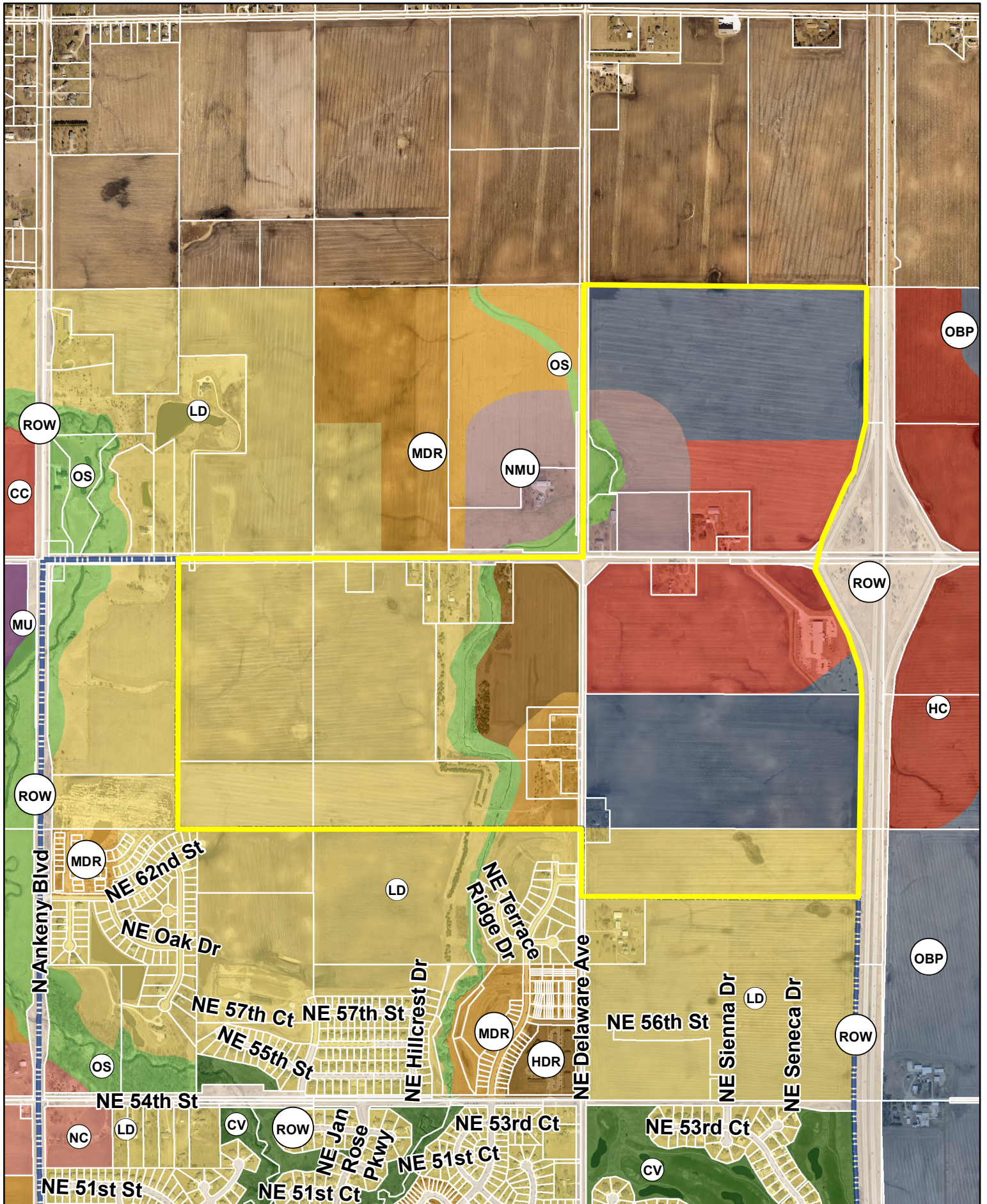
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1 inch = 950 feet

Date: 3/17/2022

Hope Kimberley LLC Annexation Landowners



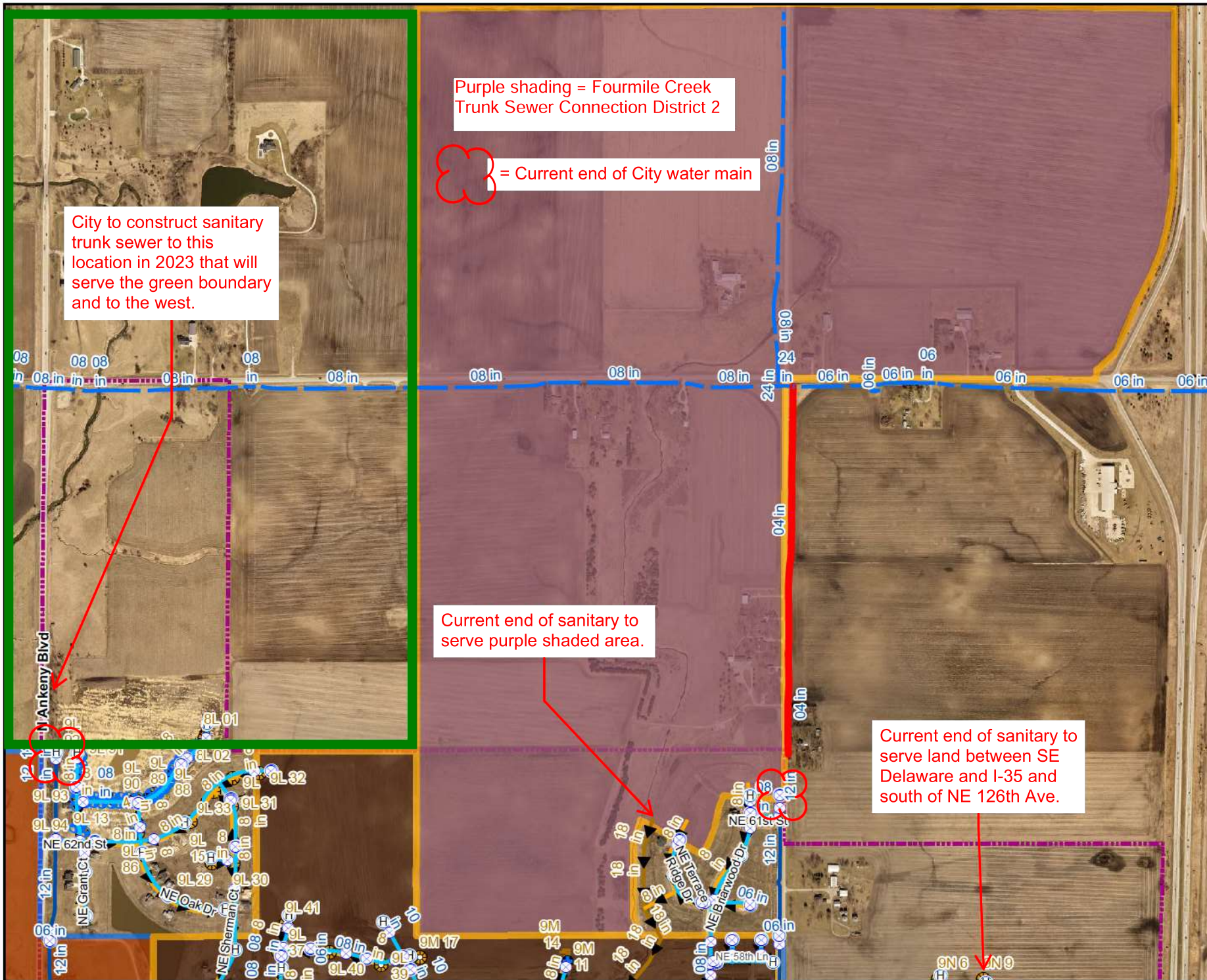
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1 inch = 1,200 feet

Date: 3/3/2022

Hope Kimberley LLC Annexation Future Land Use



Field Verification Required for Design.
 Map is for Locational Purposes Only.



I

Resolution #2004-166

**A RESOLUTION ESTABLISHING A POLICY REGARDING THE
ANNEXATION OF LAND INTO THE CITY OF ANKENY, IOWA**

WHEREAS, the City Council of the City of Ankeny, Iowa has an adopted comprehensive plan to assist in guiding the future development of the city; and

WHEREAS, The City Council of the City of Ankeny believes it is in the best interest and well being of the City and it's residents to provide for the managed growth and planned expansion of the community in a manner that best utilizes the resources and capacity of the infrastructure systems and service delivery capabilities of the City;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ankeny, Iowa that the policy set out below should be and the same is hereby adopted in its entirety and shall be the policy of this City until amended or repealed by this Council.

Purpose

These annexation policies set forth a framework for managing the growth of the City of Ankeny. The primary goal of these policies is to ensure that adequate land is available to accommodate future growth while allowing for efficient delivery of public services in a manner that is most beneficial to the current and future citizens of the community. This goal will be further accomplished by adherence to the Ankeny Comprehensive Plan. The City will pursue the following annexation goals when reviewing proposed annexations.

Goals

1. Encourage future growth and development to locate within the City's corporate limits.
2. Encourage annexations where future growth and development have been planned for in the Ankeny Comprehensive Plan's Urban Growth Areas.
3. Establish "Adequate Public Services Policies" to encourage development in areas where it is most effective and efficient to provide public infrastructure, facilities and services.
4. Consider cost/benefit issues, when appropriate, for proposed annexations to determine public infrastructure staging and timing.
5. Inform the public of all annexation proceedings, in full accordance with state law.
6. Consider citizens' concerns during the annexation process.

Annexation Policy Statement

7. Ensure that residents and businesses outside a city's corporate limits that benefit from access to the city's facilities and services share the tax burden associated with constructing and maintaining those facilities and services.

Definitions

Adjoining—Territory next to, abutting, or touching and having a common boundary for not less than 50' of the existing city limits; territory may be adjoining although separated by a roadway or waterway.

"Adequate Public Services"—Services provided by and at a level established by the City Council as the standard within the community based upon location, development pattern, infrastructure capacity, timing and costs.

Ankeny Comprehensive Plan—The comprehensive plan for the City of Ankeny approved in December 2003. This comprehensive plan has two fundamental purposes. The first provides an essential legal basis for land use regulation, such as zoning and subdivision control. Secondly, the comprehensive plan presents a unified and compelling vision for the community derived from the aspirations of our citizens; and establishes the specific actions necessary to fulfill that vision.

Annexation—The addition of territory to the City of Ankeny.

Development Policy Tiers—A growth phasing strategy, which will help the City of Ankeny to implement a prudent growth management plan that adheres to the principles of Smart Growth.

Involuntary Annexation—The process by which territory is added to the city of Ankeny initiated solely by action of the Ankeny City Council without the consent of the owner and not included as a "non-petitioned" parcel in a larger voluntary annexation proceeding.

Non-Petitioned Parcel(s)—Territory included, without the consent of the owner, with a voluntary petition for annexation but not exceeding 20% of the total territory of the annexation.

Smart Growth—Land development principles that are profitable for developers, while being community-oriented, environmentally sensitive, and contributing to a fiscally strong local government.

Territory—The land area or areas proposed to be incorporated or annexed, whether or not contiguous to all other areas proposed for incorporation or annexation.

Annexation Policy Statement

Urban Growth Area—The area in and around Ankeny, which has been identified in the Ankeny Comprehensive Plan as the area, which will be influenced by the future growth of the community. Four development policy tiers are included in this area, including Tier I, Urbanized Area (existing development within the City), Tier II, Primary Urban Expansion Area, Tier III, Secondary Urban Expansion Area and Tier IV, Urban Reserve Area.

Urbanized Area—An area of land within two miles of the boundaries of the City of Ankeny. (Chapter 368.1 of the Code of Iowa)

Voluntary Annexation—The process by which territory is added to the city of Ankeny at the request of the owner and by action of the Ankeny City Council with the consent of the owner. With regard to the Code of Iowa section 368.7 a voluntary annexation may include territory comprising not more than 20% of the land area without the consent of the owners and still be considered a voluntary annexation.

Annexation Policies

A. General Policies

1. The City of Ankeny will pursue annexation of adjoining territory within its urban growth area using appropriate methods allowed under state law.
2. The City of Ankeny will pursue annexations that add to the economic stability of the city, protect and enhance its quality of life, and protect its environmental resources.
3. The City of Ankeny will utilize, proactively, the tool of annexation, prior to development, to control the type, quality and location of development in areas currently outside the city limits.
4. The City of Ankeny will pursue annexations that promote orderly growth and preserve the City's fiscal position.
5. The City of Ankeny will consider annexation as a means of managing growth and establishing land use controls to protect against incompatible development of property.

B. Unincorporated Islands and Peninsulas

1. Ankeny will actively encourage annexation of unincorporated islands within its current corporate limits.
2. Ankeny will not allow annexations, which create islands of unincorporated land and/or peninsulas and to the extent possible, will establish regular boundaries for annexations.
3. Ankeny will approve annexations that lessen the size of existing unincorporated islands or peninsulas if it is not feasible to annex the entire island or peninsula.

Annexation Policy Statement

C. Municipal Boundaries

1. To maintain efficient city service provision, Ankeny will discourage annexations that would result in irregular city boundaries. Where possible boundaries will follow street centerlines or intersections.
2. Annexations will include the largest practicable area contiguous to the city limits that still results in logical city boundaries.
3. The City of Ankeny will consider annexation of an area in the immediate path of growth to prevent undesirable development patterns.
4. The City of Ankeny will consider annexation of an area to increase the quality of life, upgrade utility facilities, and provide the necessary services to meet the specific needs of the residents in the unincorporated areas of the Development Policy Tiers.
5. The City of Ankeny will accept and encourage voluntary petitions for the inclusion of territory into the city limits and will work to maximize voluntary annexation boundaries using the legal authority granted by the State of Iowa to add non-petitioned territory to the voluntary annexation. Non-petitioned parcel(s) will not exceed 20% of the total area of the annexation as allowed by Chapter 368.7 of the Code of Iowa.

D. Comprehensive Planning and Zoning

1. Ankeny will consider annexations within the urban growth area established in the Ankeny Comprehensive Plan.
2. Ankeny may consider annexations outside of the urban growth area established in the Ankeny Comprehensive Plan only if the City Council determines that said areas are in accordance with the goals of the Ankeny Comprehensive Plan.

E. Extension of Services

1. Ankeny will support extensions of public water and sewer services within the urban growth area that are consistent with the following, as applicable: the Ankeny Comprehensive Plan, the 2002 Water System Facility Plan; the Wastewater Reclamation Authority (WRA) 28-E Agreement; and the Des Moines Water Works (DMWW) 28-E Agreement and applicable studies authorized and/or adopted by the Ankeny City Council.
2. Owners of unincorporated properties must agree to annex in order to receive City water or sewer service. If the properties are contiguous to the city limits at the time of service provision, and are configured in a manner that conforms to annexation policies, said annexation will be considered immediately.

Annexation Policy Statement

3. In order to receive City water or sewer service, the owners of unincorporated properties not required to annex, at the time of service provision, will be required to sign an annexation petition which runs with the land and binds the property for future annexation when said annexation is determined appropriate by the City Council.

Ankeny will consider the existing boundaries of special purpose districts when reviewing annexation proposals. Affected districts will be notified and provided an opportunity to comment on annexation proposals.

4. The City of Ankeny will oppose the creation of special purpose districts and water or wastewater utilities within the unincorporated areas of the Development Policy Tiers, unless the City determines it cannot provide the necessary services.
5. The City of Ankeny will use development policies such as utility extension policies and development fees to encourage growth consistent with the City's ability to effectively manage such growth.

Public Services Cost/Benefit Analysis

The Ankeny City Council may request that the City Manager on any annexation proposal obtain a cost/benefit analysis related to public services. Such a cost/benefit analysis may be used by the City Council as a guideline for determining the phasing and funding sources for the provision of adequate public services.

Public Information

The City of Ankeny will make available to any interested person annexation information sheets that explain the process and benefits of annexing into Ankeny. All annexation proceedings will be conducted in full accordance with state law, including at least one public hearing.

DATED this 7th day of June, 2004.

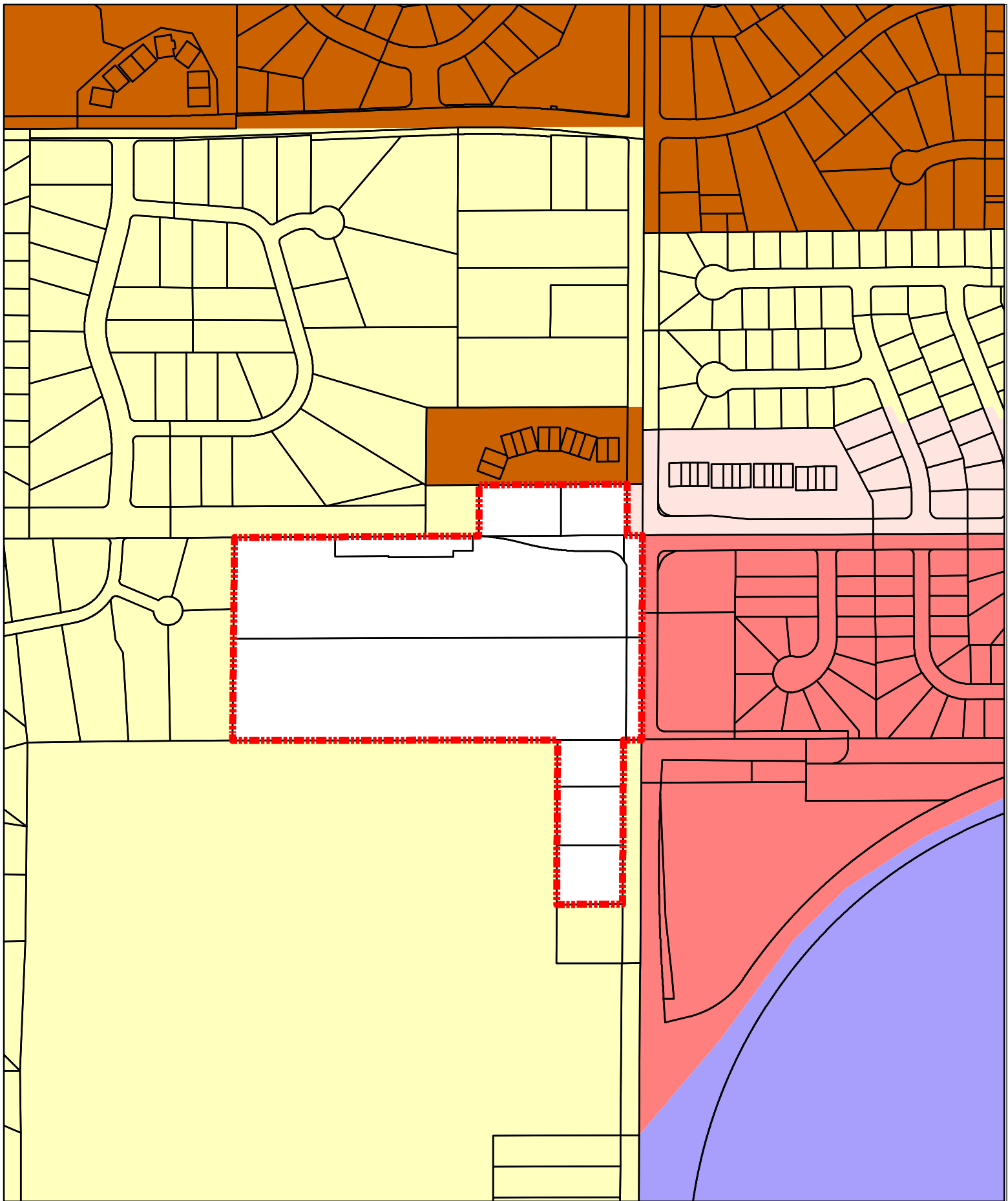
CITY OF ANKENY, IOWA

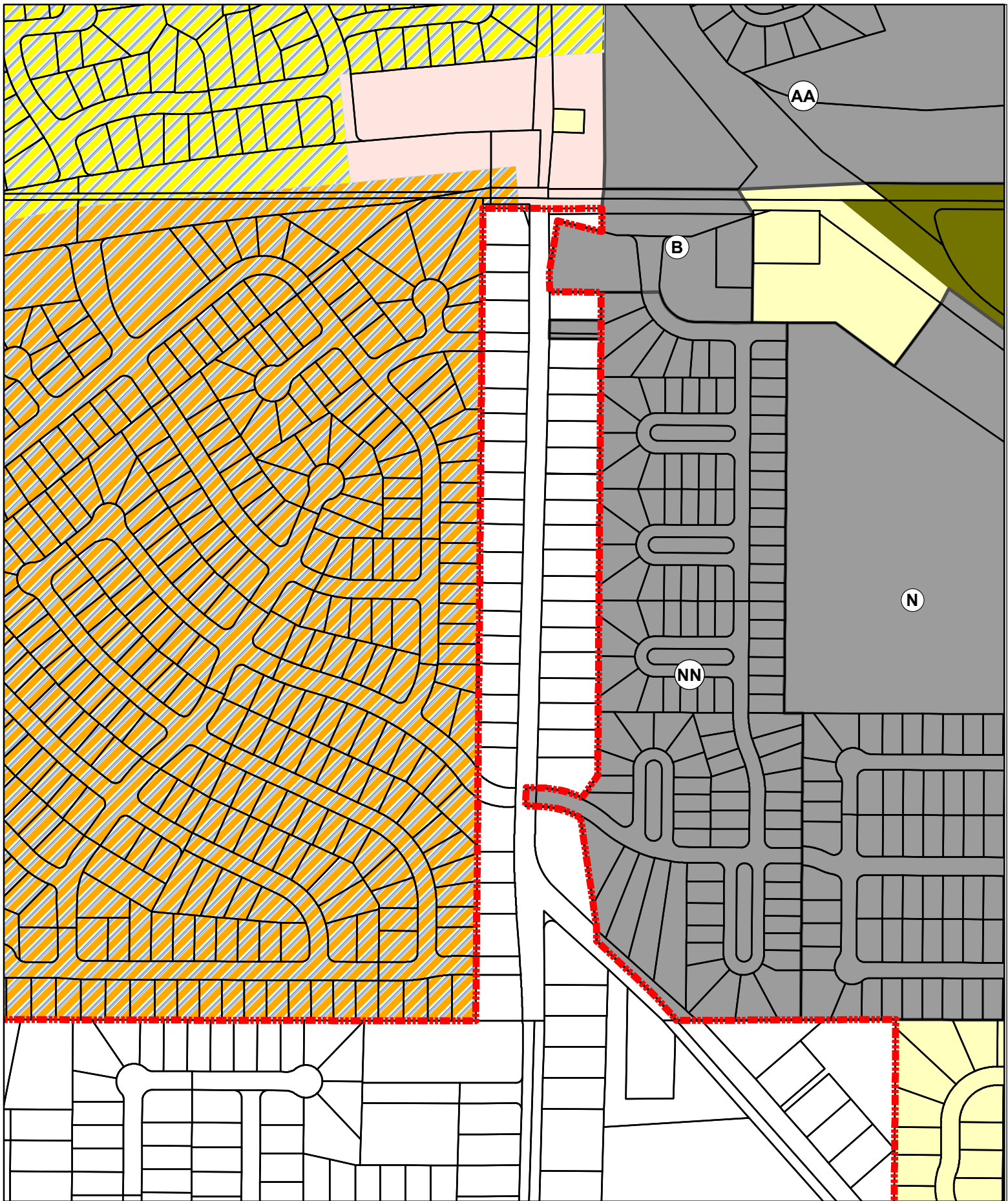
By: Merle O. Johnson
Merle O. Johnson, Mayor

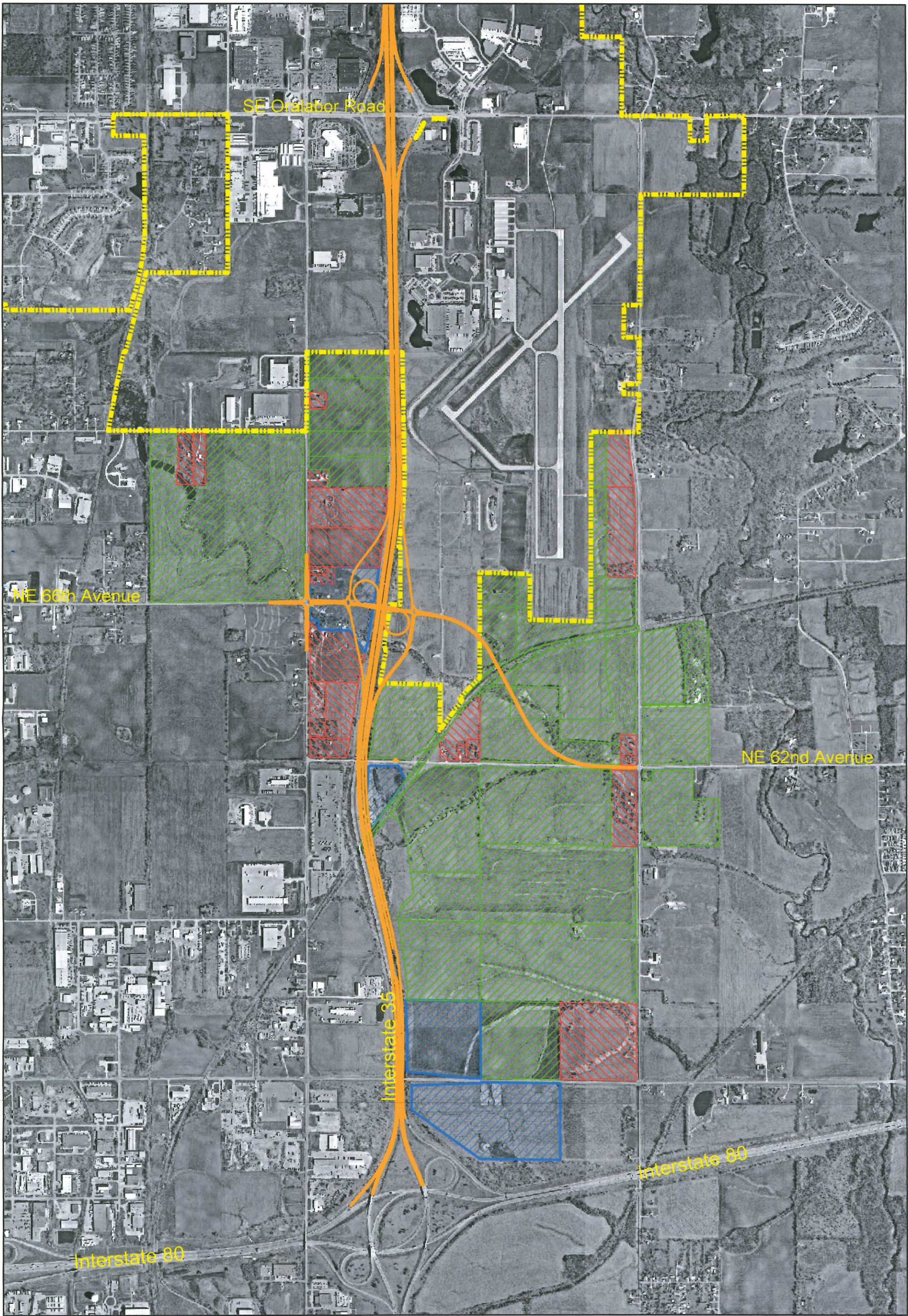
ATTEST:

By: Pamela DeMouth

Pamela DeMouth, City Clerk







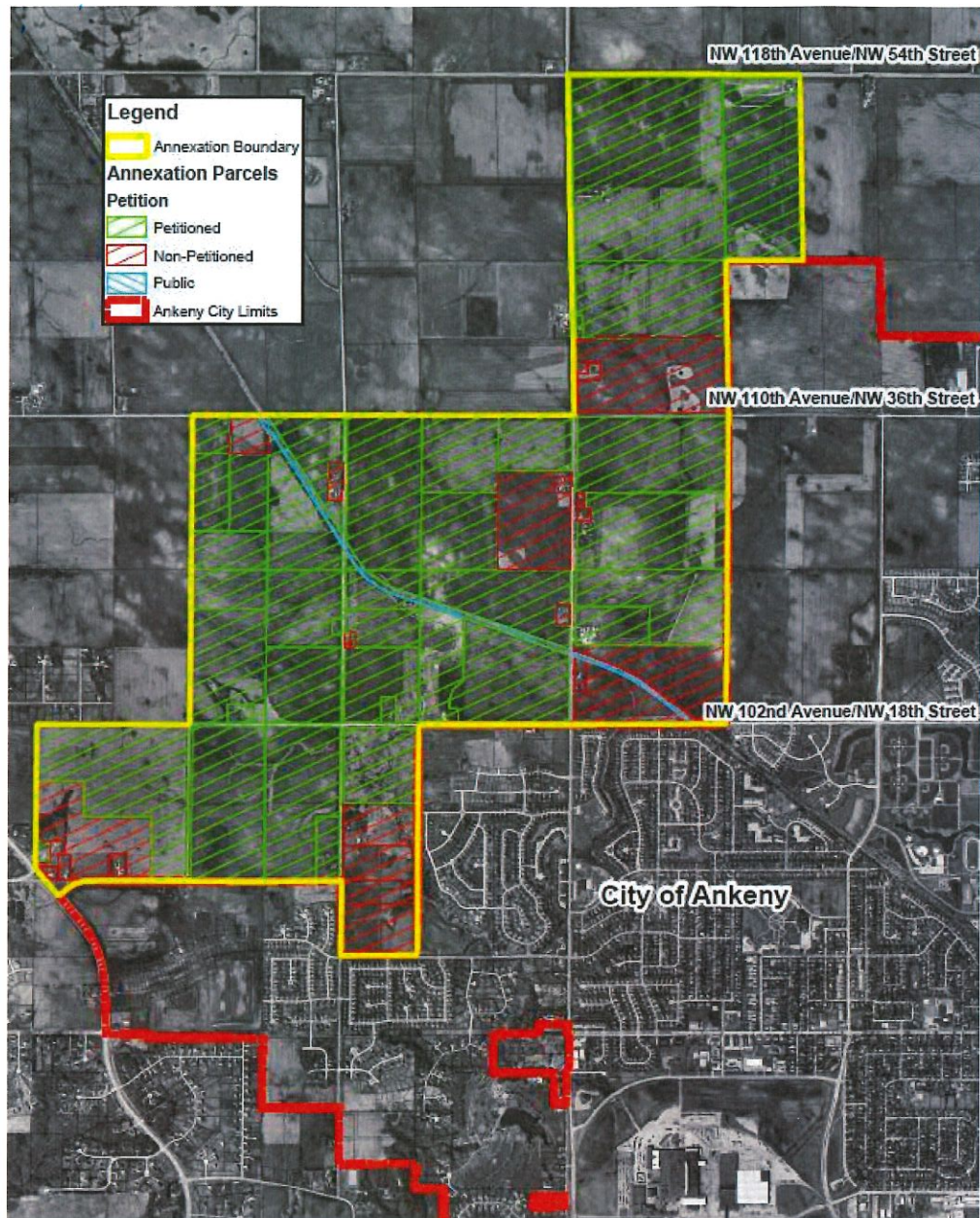
- Petition Received
- Government Agency
- Non-petitioned (Included under 80/20)
- Ankeny Corporate Limit

City of Ankeny SE Growth Area Annexation

1 inch equals 1,500 feet

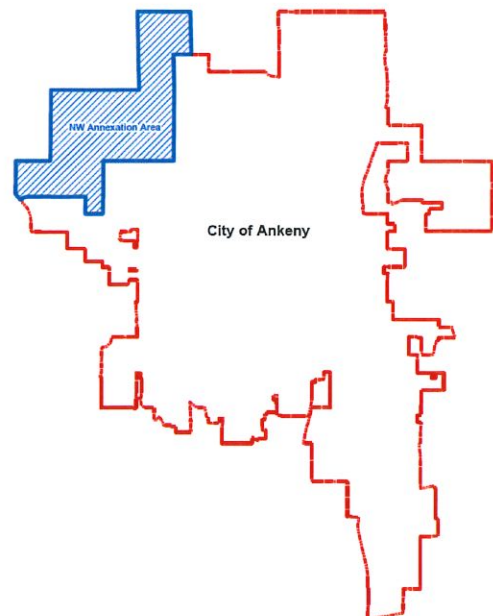


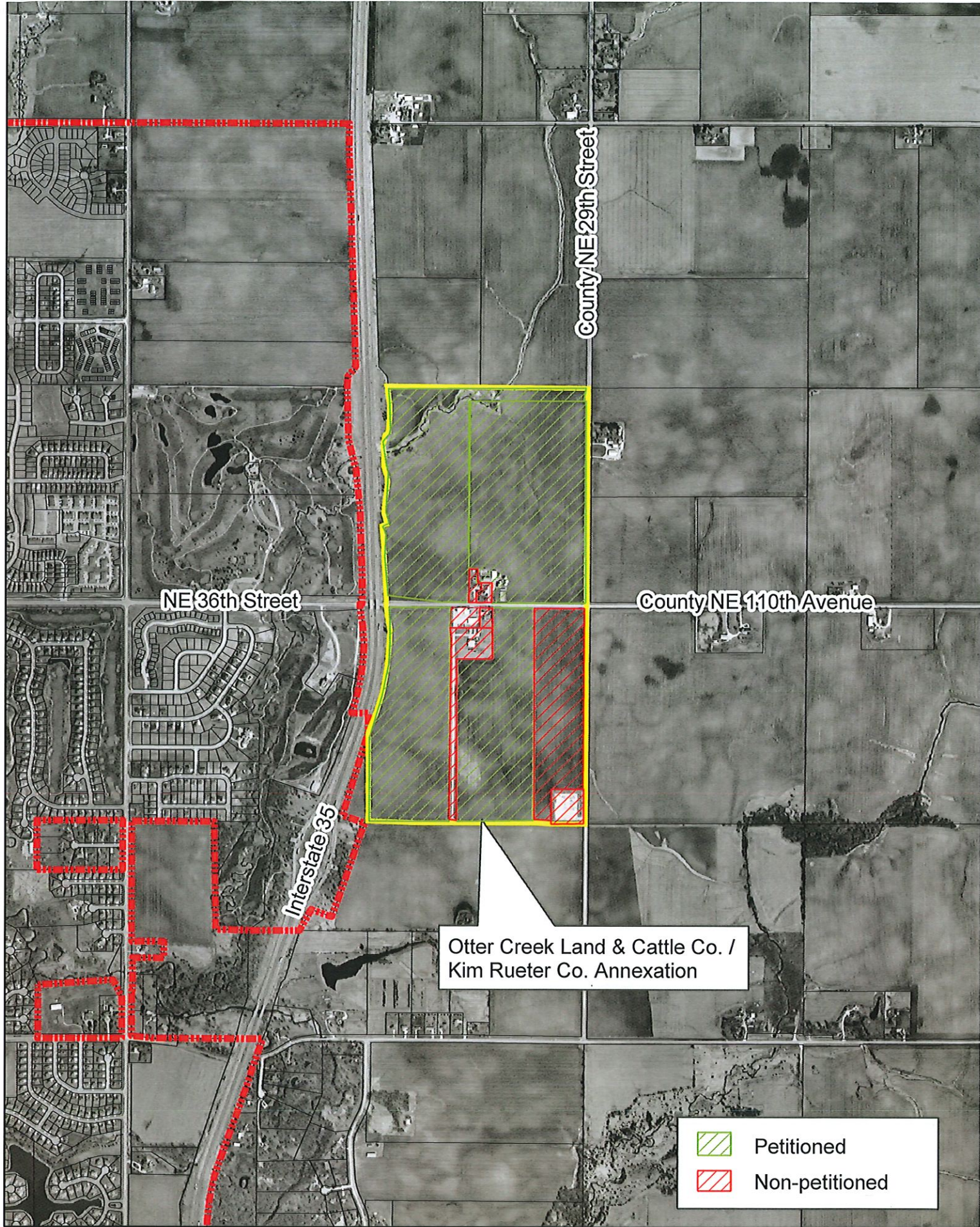
City of Ankeny, Iowa
Community Development Department
210 South Ankeny Boulevard
Ankeny, IA 50021
(515)963-3550 - (515)963-3535 fax



2007 Northwest Voluntary Annexation of Petitioned and Non-Petitioned Property

Questions? Contact:
Eric Jensen
Development Administrator
Community Planning & Building Dept.
City of Ankeny
515-963-3547
ejensen@ci.ankeny.ia.us





Otter Creek Land & Cattle Co. /
Kim Rueter Co. Annexation

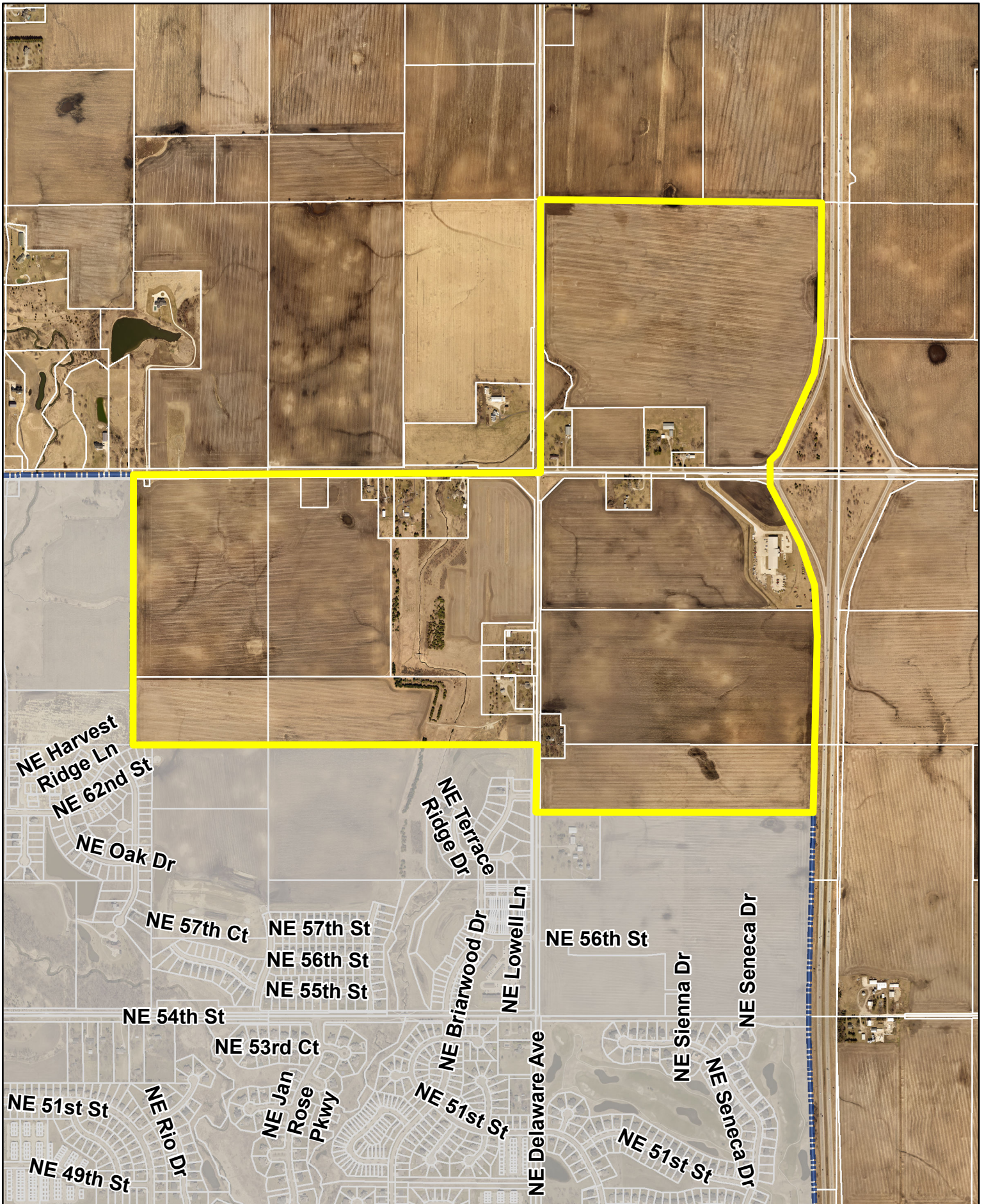
-  Petitioned
-  Non-petitioned



1 inch equals 1,500 feet

City of Ankeny

City of Ankeny, Iowa
Community Development Department
210 South Ankeny Boulevard
Ankeny, IA 50021
(515)963-3550 - (515)963-3535 fax



N

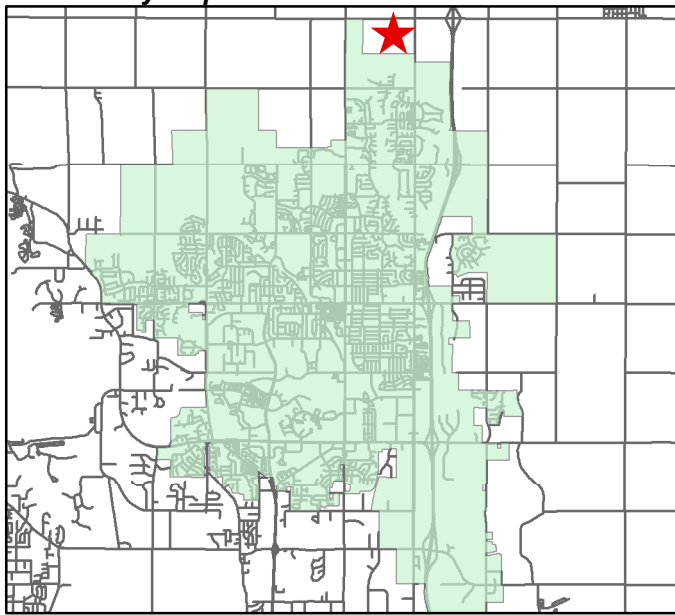


1 inch = 1,200 feet

Date: 2/14/2022

**Hope Kimberley LLC
Annexation**

Vicinity Map

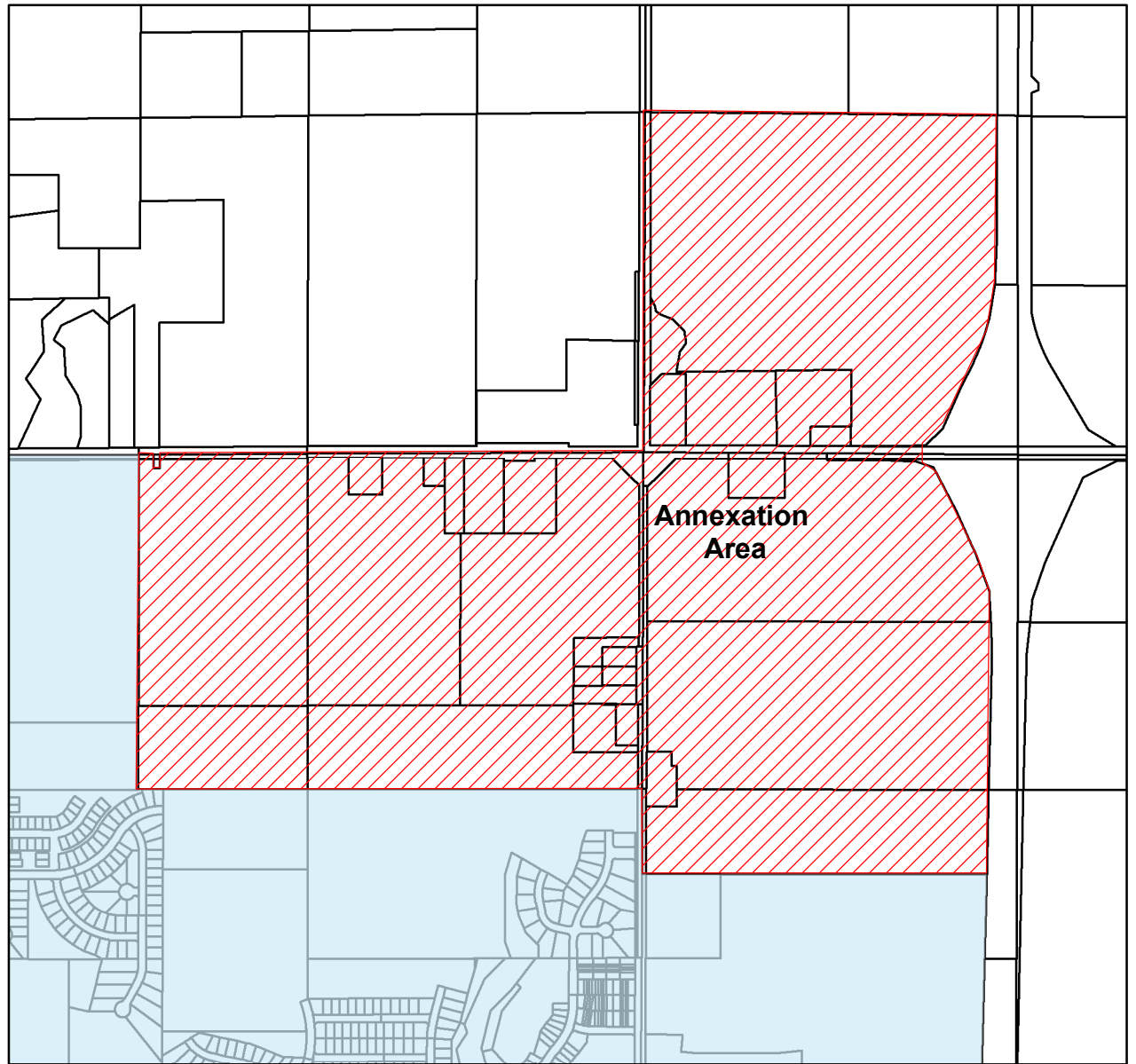


LEGAL DESCRIPTION

"THE EAST HALF OF THE NORTHWEST QUARTER AND ALL OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, AND THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING WEST OF INTERSTATE 35, AND THAT PART OF THE NORTHWEST FRACTIONAL QUARTER AND THE NORTH QUARTER OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING WEST OF INTERSTATE 35. THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD."

Property Owners:

Hope Kimberley LLC, Hope K Farms LLC, NW Bell Telephone Co., Kevin & Emily Huss, Steven & Bonnie Klein, Kelly & Katie Grove Revocable Trust, Alan Abuhl, Christopher L. & Irene K. Seuntjens, Samuel & Morgan Keasler, Wayne E. Abuhl & Jill & Shannon Haus, Jill L. & Shannon L. Haus, Robin & Judith Van Dyke, Alvin L & Emily M Wyckoff, Katherine E Moeckly Trust, Todd & Alex Rueter & Paige Benlaala, Cindy K & Rory A Welcher, Jeanne M & Gary G Uhl, Cindy L Taylor & Elvin Hebner Jr, Karen J Twedt & Dennis L Jones & Kathie J Olenius, Karen Wall & Kim, Alex & Todd Rueter & Paige Rueter Benlaala & Terri Nation



1 inch = 1,337.73 feet

Annexation Map

City of Ankeny

**Hope Kimberley
Annexation**

City of Ankeny, Iowa
Planning and Building Department

Drawn By: JH

Sheet No.

Checked by:

1 of 1

Date: February 14, 2022



ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

Northeast of 12211 NE 22nd Street

Legal Description (attach, if lengthy)

SEE ATTACHED EXHIBIT 'A'

Property Owner(s): Katherine E Moeckly Trust

Address: 3073 NE 126th Avenue – Elkhart, IA 50073

Phone #:

Applicant / Contact Hope K Farms LLC

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

Phone #:

Signed by:

Brad Moeckly, trustee
(Property Owner) *

Date:

Dec. 15, 2021

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

and:

(Applicant/Contact)

Date:

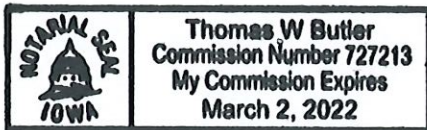
Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

On this 15th day of December, 2021, before me, a Notary Public in and for Polk County, personally appeared Brad Moeckly, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Thomas W Butler
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for
Polk County, Iowa

EXHIBIT 'A' – LEGAL DESCRIPTION

THE SOUTH ONE-HALF (1/2) OF THE NORTHWEST FRACTIONAL QUARTER (1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY, IOWA; EXCEPT THE SOUTH 302 FEET OF THE WEST 272 FEET OF THE WOUTHWEST QUARTER (1/4) OF THE NORTHWEST FRACTIONAL QUARTER (1/4), EXCEPT THE EAST 42 FEET OF THE NORTH 120 FEET THEREOF.

CERTIFICATION OF TRUST AND TRUSTEE
for the
KATHERINE E. MOECKLY REVOCABLE LIVING TRUST U/A DATED MARCH 13, 2003

Pursuant to Section 633A.4604 of the Code of Iowa, the undersigned, Steven J. Roy, as an Attorney-at-law and regarding the Katherine E. Moeckly Revocable Living Trust U/A Dated March 13, 2003 (hereinafter the "Trust") created by Katherine E. Moeckly as Grantor, in lieu of providing a copy of the Trust Agreement to establish the existence of terms of the Trust, certify that the sole Trustee of the Trust is Brad T. Moeckly and that as such Trustee, he has all powers necessary to administer the Trust.

I further certify that neither the Trust Agreement nor the Trust have been revoked, modified, or amended in any manner that may cause the representations contained in this Certification of Trust to be incorrect.

I swear that this Certification of Trust is correct under penalty of perjury.

Dated: February 3, 2012.



Steven J. Roy

STATE OF IOWA, COUNTY OF POLK) SS.

Steven J. Roy acknowledged this Certification of Trust before me on February 3, 2012.





Notary Public in and for the State of Iowa



bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

One-Half Mile South west of the intersection of NE Delaware Avenue & South of NE 126th Avenue

Legal Description (attach, if lengthy) SEE ATTACHED EXHIBIT 'A'

Property Owner(s): Hope Kimberley LLC

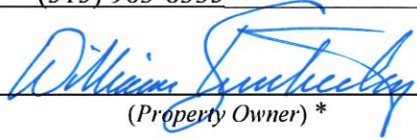
Address: 2785 North Ankeny Boulevard, Suite 22 – Ankeny, Iowa 50023

Phone #: (515) 963-8335

Applicant / Contact Hope Kimberley LLC

Address 2785 North Ankeny Boulevard, Suite 22 – Ankeny, Iowa 50023

Phone #: (515) 963-8335

Signed by:  Date: 10-20-2021
(Property Owner) *

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

and:  Date: 10-20-2021
(Applicant/Contact)

Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

On this 20th day of October, 2021, before me, a Notary Public in and for Polk County, personally appeared William Kimberley, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for
Polk County, Iowa

EXHIBIT 'A' – LEGAL DESCRIPTION

THE SOUTH ¼ OF THE NORTHEAST ¼ IN SECTION 36, EXCEPT PLAT OF SURVEY PARCEL A REORDED IN BOOK 8572 PAGE 426; EXCEPT PLAT OF SURVEY PARCEL "2018-191" RECORDED IN BOOK 17102 AT PAGE 203; AND EXCEPT LEGALLY ESTABLISHED HIGHWAYS

AND

THE SOUTH 20 ACRES OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 36

AND

THE EAST 1,430 FEET OF THE NORTH ¼ OF THE NORTHEAST ¼ OF SECTION 36, EXCEPT PLAT OF SURVEY PARCEL "2018-191", RECORDED IN BOOK 17102 AT PAGE 203 AND EXCEPT THE WEST 413.00 FEET OF THE EAST 1.095.00 FEET OF THE NORTH 637 FEET AND EXCEPT THE WEST 335 FEET OF THE EAST 1430 FEET OF THE NORTH 637 FEET AND EXCEPT ABUHL ACRES, AN OFFICIAL PLAT, EXCEPT A PARCEL OF LAND IN THE NORTHEAST ¼ OF SECTION 36 BEGINNING AT THE NORTHEAST CORNER; THENCE WEST ALONG THE NORTH LINE OF SECTION 36, 300 FEET; THENCE SOUTHEASTERLY 424.46 FEET TO THE EAST LINE OF SECTION 36; THENCE NORTH 300 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.



bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

One-Half Mile West of the intersection of NE Delaware Avenue & South of NE 126th Avenue

Legal Description (attach, if lengthy) SEE ATTACHED EXHIBIT 'A'

Property Owner(s): Hope Kimberley LLC

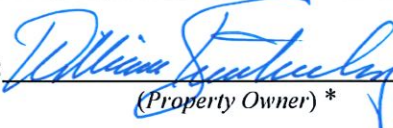
Address: 2785 North Ankeny Boulevard, Suite 22 – Ankeny, Iowa 50023

Phone #: (515) 963-8335

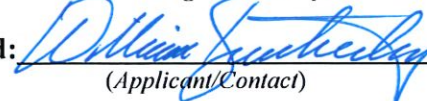
Applicant / Contact Hope Kimberley LLC

Address 2785 North Ankeny Boulevard, Suite 22 – Ankeny, Iowa 50023

Phone #: (515) 963-8335

Signed by:  **Date:** 10-20-2021
(Property Owner) *

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

and:  **Date:** 10-20-2021
(Applicant/Contact)

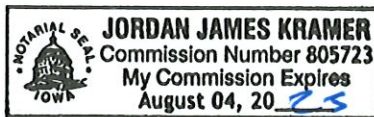
Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

On this 20th day of October, 2021, before me, a Notary Public in and for Polk County, personally appeared William Kimberley, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for
Polk County, Iowa

EXHIBIT 'A' – LEGAL DESCRIPTION

OUTLOT 'Y' IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA;

AND

THE N $\frac{3}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPTING FROM THE ABOVE DESCRIBED PREMISES THE FOLLOWING: THE EAST 1430 FEET AND EXCEPTING THE WEST 127 FEET OF THE EAST 1557 FEET OF THE NORTH 637 FEET, AND EXCEPTING THE WEST 165 FEET OF THE EAST 1722 FEET OF THE NORTH 264 FEET, AND EXCEPTING THAT PART CONVEYED IN BOOK 5724 PAGE 650 AND BOOK 5724 PAGE 651 OF THE N $\frac{3}{4}$ OF THE NE $\frac{1}{4}$ LESS ROAD.



bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

Northwest corner of Interstate 35 and NE 126th Avenue

Legal Description (attach, if lengthy)

SEE ATTACHED EXHIBIT 'A'

Property Owner(s): Hope K Farms LLC

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

Phone #:

Applicant / Contact Hope K Farms LLC

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

Phone #:

Signed by:

(Property Owner) *

Date:

10/19/21

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

and:

(Applicant/Contact)

Date:

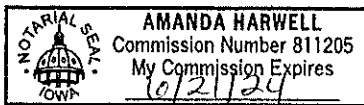
Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

On this 19 day of October, 2021, before me, a Notary Public in and for Polk County, personally appeared Reza Kargarzadeh, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

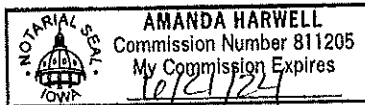


Amanda Harwell
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this 19 day of October, 2021, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, personally appeared Reza Kargarzadeh, to me personally known, who being by me duly sworn, did say that the person is one of the partners of Hope K. Farms LLC 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.



Amanda Harwell
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ____ day of _____, 20____, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for
Polk County, Iowa

EXHIBIT 'A' – LEGAL DESCRIPTION

THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHWEST CORNER OF THE SW FRL 1/4 OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, THENCE N 90°00'E, 1622.95 FEET ALONG THE SOUTH LINE OF SAID SW FRL 1/4 OF SECTION 30; THENCE N 00°22'W, 645 FEET; THENCE S 88°55'W, 1373 FEET; THENCE N 10°00'E, 160 FEET; THENCE N36°00'E 85 FEET; THENCE N10°00'W, 93 FEET; THENCE N 45°30' W 130 FEET; THENCE N 69°30' W 98 FEET; THENCE N 57°00'W, 47 FEET; THENCE N 13°00'W, 49 FEET; THENCE N 28°30'W 67.93 FEET; THENCE S90°00'W, 45 FEET TO A POINT ON THE WEST LINE OF THE SW FRL 1/4 OF SECTION 30; THENCE S 00°13'32"E 1195.44 FEET TO THE POINT OF BEGINNING;

AND EXCEPT A PARCEL OF LAND LOCATED IN THE SE 1/4 OF THE SW FRL 1/4 OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P. M., POLK COUNTY, IOWA, ACQUIRED BY THE STATE OF IOWA THRU CONDEMNATION PROCEEDINGS RECORDED IN BOOK 3580, PAGES 426 THRU 505 AND A PARCEL OF LAND LOCATED IN THE NE 1/4 OF THE SW FRL 1/4 OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P. M., POLK COUNTY, IOWA, DEEDED TO THE STATE OF IOWA AND RECORDED IN BOOK 3599, PAGE 321.



ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned **2350 NE 126th Avenue Elkhart Iowa 50073**

Legal Description (attach, if lengthy) -EX RD- & -EX S 200F E 320F- S 640.5F E 591F W FRL 1/2 SW FRL 1/4 SEC 30-81-23

Property Owner(s): **Gary G. Uhl and Jeanne M. Uhl**

Address: 2350 NE 126th Avenue Elkhart Iowa 50073

Address: 2350 NE 126th Avenue Elkhart Iowa 50073

Phone #: 515-371-2295

Applicant / Contact Gary G. Uhl and Jeanne M. Uhl

Address 2350 NE 126th Avenue Elkhart Iowa 50073

Phone #: 515-371-2295

Signed by: *Gary G. Uhl* Date: *2/18/22*
(Property Owner) *

Jeanne M. Uhl Date: *2/18/2022*
(Property Owners)

(Property Owners) Date: _____

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

and: *SAME* Date: _____
(Applicant/Contact)

Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

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



[Signature]
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this 18 day of February, 2022, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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.

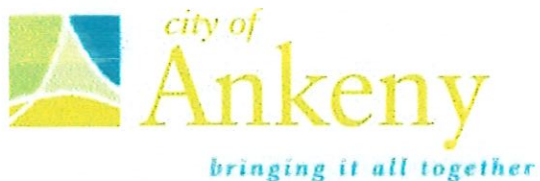
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ____ day of _____, 20____, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for
Polk County, Iowa



ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

Legal Description (attach, if lengthy) _____

-EX BEG SW CORNER SW FRL 1/4 THN N 511.07F E 45F
NE 127.82F E 191.63F S 602.41F W 327.36F TO POB-
& -EX S640.5F E591F- BEG SW COR THN E 1622.95F N
645F W 1373F NELY 245F NWLY 484.93F W45F TO W LN
S 1195.44F TO POB W FRL 1/2 SW FRL 1/4 SEC
30-81-23

Property Owner(s): Karen Twedt, Kathie Olenius, Dennis Jones

Address: 70321 N. Long Lake Dr., Saint James, MN 56081

Phone #: (612) 296-3826

Applicant / Contact Same as Owner

Address _____

Phone #: _____

Signed by: _____ **Date:** _____
(Property Owner) *

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

and: _____ **Date:** _____
(Applicant/Contact)

Original Signatures are Required

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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30-81-23

Property Owner(s): Karen Twedt, Kathie Olenius, Dennis Jones

Address: 70321 N. Long Lake Dr., Saint James, MN 56081

Phone #: (612) 296-3826

Applicant / Contact Same as Owner

Address _____

Phone #: _____

Signed by: _____

*(Property Owner) **

Date: _____

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

and: _____

(Applicant/Contact)

Date: _____

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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645F W 1373F NELY 245F NWLY 484.93F W45F TO W LN
S 1195.44F TO POB W FRL 1/2 SW FRL 1/4 SEC
30-81-23

Property Owner(s): Karen Twedt, Kathie Olenius, Dennis Jones

Address: 70321 N. Long Lake Dr., Saint James, MN 56081

Phone #: (612) 296-3826

Applicant / Contact Same as Owner

Address _____

Phone #: _____

Signed by: Dennis L. Jones **Date:** 2-16-2022
(Property Owner) *

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

and: _____ **Date:** _____
(Applicant/Contact)

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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Legal Description (attach, if lengthy) _____

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& -EX S640.5F E591F- BEG SW COR THN E 1622.95F N
645F W 1373F NELY 245F NWLY 484.93F W45F TO W LN
S 1195.44F TO POB W FRL 1/2 SW FRL 1/4 SEC
30..81-23

Property Owner(s): Karen Twedt, Kathie Olenius, Dennis Jones

Address: 70321 N. Long Lake Dr., Saint James, MN 56081

Phone #: (612) 296-3826

Applicant / Contact Same as Owner

Address _____

Phone #: _____

Signed by: Kathie J. Olenius **Date:** 2/23/22
(Property Owner) *

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

and: _____ **Date:** _____
(Applicant/Contact)

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STATE OF IOWA

COUNTY OF POLK

On this 9th day of August, 2021, before me, a Notary Public in and for Polk County, personally appeared Dennis Jones, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Cassie Milder
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for
Polk County, Iowa

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

STATE OF IOWA

COUNTY OF POLK

On this 16th day of August, 2021, before me, a Notary Public in and for Polk County, personally appeared Karen J. Twedt, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Paige Smajlovic
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

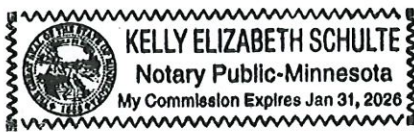
Notary Public in and for
Polk County, Iowa

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

STATE OF IOWA Minnesota KS

COUNTY OF POLK Watonwan KS

On this 13 day of August, 2021, before me, a Notary Public in and for Polk County, personally appeared Kathie Olenius, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Kelly Schulte
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for
Polk County, Iowa



bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Southeast of 12211 NE 22nd Street

Legal Description (attach, if lengthy) _____

SEE ATTACHED EXHIBIT 'A'

Property Owner(s): Sharon L Hackbarth (Trustee), Sharon L Hackbarth Revocable Trust, Janet E Erb, Stephen C Johnson and Sue A Johnson

Address: 1343 Quill Avenue – Boone, IA 50036

Phone #: _____

Applicant / Contact Hope K Farms LLC

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

Phone #: _____

Signed by: Janet E Erb **Date:** 10/20/2021
(Property Owner) *

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

and: _____ **Date:** _____
(Applicant/Contact)

Original Signatures are Required

***For Other Property Owners and Contract Purchaser:**

Sharon L. Hackbarth

SHARON L. HACKBARTH, Individually
and as Trustee of the Sharon L. Hackbarth
Revocable Trust

Date: 10/26/2021

Stephen C. Johnson

STEPHEN C. JOHNSON

Date: 10/22/2021

Sue A. Johnson

SUE A. JOHNSON

Date: 10-22-21

HOPE K FARMS, LLC

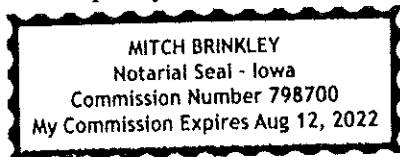
By: [Signature]

(Contract Purchaser)

STATE OF IOWA :

COUNTY OF Iowa : ss

This instrument was acknowledged before me on October 26, 2021 by Sharon L. Hackbarth, as Trustee of the Sharon L. Hackbarth Revocable Trust and in her individual capacity.

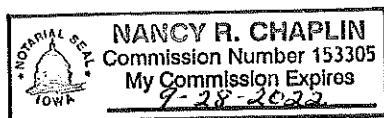


[Signature]
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

STATE OF IOWA :

COUNTY OF STORY :

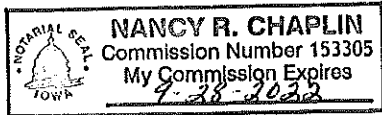
This instrument was acknowledged before me on October 20, 2021 by Janet E. Erb.



Nancy R. Chaplin
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

STATE OF IOWA :
: SS
COUNTY OF Story :

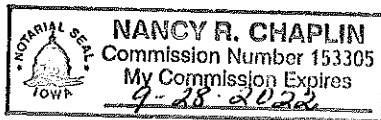
This instrument was acknowledged before me on October 22, 2021 by Stephen C. Johnson.



Nancy R. Chaplin
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

STATE OF IOWA :
: SS
COUNTY OF Story :

This instrument was acknowledged before me on October 22, 2021 by Sue A. Johnson.



Nancy R. Chaplin
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

STATE OF IOWA :
: SS
COUNTY OF Polk :

This instrument was acknowledged before me on November 5, 2021, by Reza Kargarzadeh (name of individual) as owner/manager of Hope K Farms, LLC.



Amanda Harwell
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

EXHIBIT 'A' – LEGAL DESCRIPTION

THE NORTH HALF (N1/2) OF THE NORTH HALF (N1/2) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL. 1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT HIGHWAY, AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: THE NORTH 137 FEET OF THE WEST 272 FEET OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL. 1/4) OF SECTION THIRTY-ONE (31).



bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned 2425 NE 126th Ave Elkhart, IA 50073

Legal Description (attach, if lengthy) THE NORTH 1/2 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PORTION DEEDED IN BOOK 3604, PAGE 137, TO THE STATE OF IOWA FOR INTERSTATE 35, AND EXCEPT THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET THEREOF, AND EXCEPT THAT PORTION DEEDED TO POLK COUNTY, RECORDED IN BOOK 5336, PAGE 856 (POLK COUNTY GEOPARCEL NUMBER 710/00151-006-000) CONTAINING 69.503 ACRES MORE OR LESS

Property Owner(s): Kim Rueker, Revocable Trust

Address: _____

Address: _____

Phone #: _____

Applicant / Contact _____

Address: _____

Phone #: _____

X Signed by: [Signature] Date: 3/30/22
(Property Owner) *

(Property Owners) Date: _____

(Property Owners) Date: _____

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

and: _____ Date: _____
(Applicant Contact)

Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

X On this 30 day of March, 20 22, before me, a Notary Public in and for Polk County, personally appeared Kim Rueter, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Melissa Barrett
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for
Polk County, Iowa



bringing it all together

ANNEXATION APPLICATION

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Property Owner(s): Kim Rueter

Address: _____

Address: _____

Phone #: _____

Applicant / Contact _____

Address _____

Phone #: _____

X **Signed by:**  **Date:** 3.22.22
(Property Owner) *

(Property Owners) **Date:** _____

(Property Owners) **Date:** _____

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

and: _____ **Date:** _____
(Applicant/Contact)

Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

X On this 22 day of March, 2022, before me, a Notary Public in and for Polk County, personally appeared Kim Ruetz, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Melissa Barrett
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for
Polk County, Iowa



bringing it all together

ANNEXATION APPLICATION

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Property Owner(s): Paige Lueta Benkala

Address: _____

Address: _____

Phone #: _____

Applicant / Contact _____

Address _____

Phone #: _____

Signed by: [Signature] Date: 3/23/22
(Property Owner) *

(Property Owners) Date: _____

(Property Owners) Date: _____

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

and: _____ Date: _____
(Applicant/Contact)

Original Signatures are Required

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STATE OF IOWA

COUNTY OF POLK

On this 23 day of March, 2020, before me, a Notary Public in and for Polk County, personally appeared Paige R. Benhala, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Angela Brunner
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this 9 day of _____, 20____, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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.

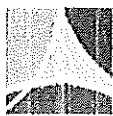
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ____ day of _____, 20____, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for
Polk County, Iowa



city of
Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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Property Owner(s): Todd Ruefer & Alex Ruefer
Address: 1325 NE Tuscany Blvd
Address: Ankeny, IA 50021
Phone #: 515-370-0028

Applicant / Contact Todd Ruefer
Address 1325 NE Tuscany Blvd, Ankeny, IA 50021
Phone #: 515-370-0028

Signed by: [Signature] Date: 3-15-22
(Property Owner) *
[Signature] Date: 3-18-22
(Property Owners)

(Property Owners) Date: _____

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

and: _____ Date: _____
(Applicant/Contact)

Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

On this 15 day of March, 2000, before me, a Notary Public in and for Polk County, personally appeared Todd Ruetter, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Angela Brunner
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for
Polk County, Iowa

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

STATE OF IOWA

COUNTY OF POLK

On this 18 day of March, 2000, before me, a Notary Public in and for Polk County, personally appeared Alex Kuefer, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Angela Brunner
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for
Polk County, Iowa



city of
Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned 2425 NE 126th Ave Elkhart, IA 50073

Legal Description (attach, if lengthy) THE NORTH 1/2 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PORTION DEEDED IN BOOK 3604, PAGE 137, TO THE STATE OF IOWA FOR INTERSTATE 35, AND EXCEPT THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET THEREOF, AND EXCEPT THAT PORTION DEEDED TO POLK COUNTY, RECORDED IN BOOK 5336, PAGE 856 (POLK COUNTY GEOPARCEL NUMBER 210/00451-006-000) CONTAINING 69.503 ACRES MORE OR LESS.

Property Owner(s): Terri Nation

Address: _____

Address: _____

Phone #: _____

Applicant / Contact _____

Address _____

Phone #: _____

Signed by: Terri Nation Date: 3-16-22
(Property Owner) *

(Property Owners) Date: _____

(Property Owners) Date: _____

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

and: _____ Date: _____
(Applicant/Contact)

Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

On this 16 day of March, 2022, before me, a Notary Public in and for Polk County, personally appeared Terri Nahon, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Niemand
Notary Public in and for
Polk County, Iowa Webster County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for
Polk County, Iowa



bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned 2425 NE 126th Ave Elkhart, IA 50073

Legal Description (attach, if lengthy) THE NORTH 1/2 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PORTION DEEDED IN BOOK 3604, PAGE 137, TO THE STATE OF IOWA FOR INTERSTATE 35, AND EXCEPT THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET THEREOF, AND EXCEPT THAT PORTION DEEDED TO POLK COUNTY, RECORDED IN BOOK 5336, PAGE 856 (POLK COUNTY GEOPARCEL NUMBER 210/00451-006-000) CONTAINING 69.503 ACRES MORE OR LESS

Property Owner(s): Karen Demick

Address: _____

Address: _____

Phone #: _____

Applicant / Contact _____

Address _____

Phone #: _____

Signed by: Karen Demick **Date:** 3-18-22
(Property Owner)*

(Property Owners) **Date:** _____

(Property Owners) **Date:** _____

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

and: _____ **Date:** _____
(Applicant/Contact)

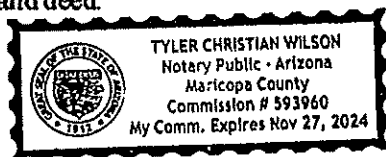
Original Signatures are Required

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

STATE OF ~~IOWA~~ ARIZONA KD

COUNTY OF ~~POLK~~ Maricopa KD

On this 18th day of MARCH, 20 22, before me, a Notary Public in and for Polk County, personally appeared Karen Darrick, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Tyler Christian Wilson
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20 __, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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.

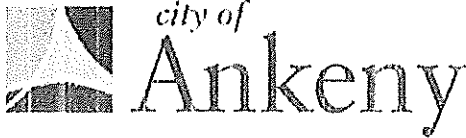
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20 __, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for
Polk County, Iowa



bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned 2303 NE 126th Ave Elkhart, IA 50073

Legal Description (attach, if lengthy) THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE EXISTING ROAD; AND EXCEPT THAT PART THEREOF CONVEYED TO POLK COUNTY, IOWA, BY WARRANTY DEED RECORDED IN BOOK 5336, PAGE 861 (POLK COUNTY GEOPARCEL NUMBER 210/00451-002-000) CONTAINING 3.11 ACRES MORE OR LESS

Property Owner(s): Todd Rueter
Address: 1325 NE Tuscany Blvd
Address: Ankeny, IA 50021
Phone #: 515-370-0028

Applicant / Contact Todd Rueter
Address 1325 NE Tuscany Blvd, Ankeny, IA 50021
Phone #: 515-370-0028

Signed by: [Signature] Date: 3-18-22
(Property Owner)*
[Signature] Date: 3-18-22
(Property Owners)
[Signature] Date: 3/23/22
(Property Owners)

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

and: _____ Date: _____
(Applicant/Contact)

Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

On this 18 day of March, 2000, before me, a Notary Public in and for Polk County, personally appeared Todd and Alex Rucker, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Angela Brunner

Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for
Polk County, Iowa

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

STATE OF IOWA

COUNTY OF POLK

On this 23 day of March, 2020, before me, a Notary Public in and for Polk County, personally appeared Patricia R. Benlata, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Angela Brunner
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for
Polk County, Iowa

WHEN RECORDED RETURN TO: City of Ankeny, Iowa, Attn: City Clerk, 410 W First Street, Ankeny, IA 50023

Preparer Information: Amy S. Beattie, 550 39th Street, Suite 200, Des Moines, IA 50312 (515) 274-1450

SPACE ABOVE THIS LINE FOR RECORDER

ANNEXATION PETITION AND AGREEMENT

BE IT REMEMBERED, on this 1st day of July, that this agreement was made by and between THE CITY OF ANKENY, IOWA, herein after referred to as City, and ALAN ABUHL, herein after referred to as Titleholder of developed residential property.

Whereas, the Titleholder is the record titleholder of developed residential real property legally described as:

LOT 3 ABUHL ACRES (Polk County GeoParcel Number 812436276008) CONTAINING 0.919 ACRES MORE OR LESS

and

PARCEL 2020-13 BK 17821 PG 958 BEG NE COR ADUHL ACRES THN W 317F S 150F W 225F N 225F E 542F S 75F TO POB BNG PRT PARCEL 2018-191 BK 17102 PG 203 SUBJ .057A RD EAS NE 1/4 SEC 36-81-24 (Polk County GeoParcel Number 812436276011) CONTAINING 1.651 ACRES MORE OR LESS

Whereas, the Titleholder hereby makes application for annexation of the above described real property to the City of Ankeny, with certain conditions; and

Whereas, the City will agree, by resolution, to accept the annexation of the above described real property under the following terms and conditions applicable only to developed residential property;

Now, therefore, the following is hereby agreed to by the parties:

1. The undersigned Titleholder of the above described territory, adjoining the City of Ankeny, Iowa, hereby makes application to the Mayor and City Council to assent by resolution to such property becoming a part of the City of Ankeny, Iowa.

2. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility to dedicate for public use all necessary street right-of-ways and utility easements in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.
3. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility to provide for all necessary storm drainage within the subdivision plat or plat of survey in accordance with the requirements of the existing ordinances at the time of development within the City.
4. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Titleholder of said real estate.
5. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes. The Titleholder or their heirs and assigns shall abide by the terms and conditions of said ordinances as a condition to the requested annexation.
6. The Titleholder shall connect to City water at their expense for extension of the service line to serve the property, at such time as they choose or upon failure of their well, if applicable, whichever shall first occur, unless otherwise required by Polk County Health Ordinances. Titleholder's well shall be deemed to have failed when it no longer provides safe potable water for human consumption. In all events, said water main must be within one hundred feet (100') of Titleholder's parcel boundary before connection shall be required. At the time of the connection the Titleholder shall apply for a City of Ankeny plumbing permit. Additionally the Titleholder shall pay the normal City water tap fee due and pay for a water meter with the plumbing permit. Any established water connection fees or special water main assessments shall not be charged to the Titleholder.

The City agrees that that if the Titleholder should connect to the City Water System for domestic water consumption that the Titleholder may continue to use their private well, if applicable, for lawn irrigation, to fill an outdoor pool, or for other purposes other than for human consumption unless otherwise prohibited by Polk County Health Ordinances or until the well is deemed to no longer provide safe water for these purposes.

7. The Titleholder shall connect to City sanitary sewer at their expense for extension of the service line to serve the property at such time as they choose or upon failure of their septic system, whichever shall first occur, unless sooner required by Polk County Health Ordinances; provided that in all events said sewer line must be within three hundred feet (300') of Titleholder's parcel boundary before connection shall be required. At the time of the connection the Titleholder shall apply for a City of Ankeny plumbing permit. Additionally the Titleholder shall pay the normal City sewer tap fee with the plumbing permit. Any established sanitary sewer connection fees or special sanitary sewer assessments shall not be charged to the Titleholder.

8. The City will not require the paving of driveways in existence as of May 1, 2021 and serving existing structures at the time of the annexation. After the effective date of the annexation, the City will require driveways to be paved to new structures intended for automobile storage (garages) in accordance with City of Ankeny Zoning regulations.
9. The City zoning and nuisance requirements will go into affect upon annexation. The City agrees that existing uses and structures would be classified as legal conforming or legal non-conforming depending on their configuration, operation and treatment in the current City codes.

This Agreement shall run with the real property and shall be binding upon the Titleholder and their successors, heirs and assigns.

In witness whereof, the City of Ankeny has caused this Agreement to be duly executed in its name and on behalf by its Mayor and its seal to be hereunto duly fixed and attested by its City Clerk. The Titleholder(s) have caused this Agreement to be executed by its authorized representative.

DATED at Ankeny, Iowa, this 1st day of July, 2021.

TITLEHOLDER:

CITY OF ANKENY, IOWA

By: Alan Abuhl
Alan Abuhl

Gary Lorenz, Mayor

ATTEST:

By: _____

Denise L. Hoy, City Clerk

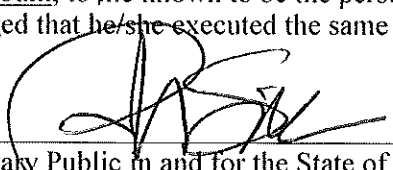
STATE OF IOWA, COUNTY OF POLK, ss:

On the ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared GARY LORENZ and DENISE L. HOY, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the ____ day of _____, 2021, and the said GARY LORENZ and DENISE L. HOY acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On this 7 day of July, 2021, before me, a Notary Public in and for Polk County, personally appeared Alan Abuhl, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Notary Public in and for the State of Iowa



WHEN RECORDED RETURN TO: City of Ankeny, Iowa, Attn: City Clerk, 410 W First Street, Ankeny, IA 50023

Preparer Information: Amy S. Beattie, 550 39th Street, Suite 200, Des Moines, IA 50312 (515) 274-1450

SPACE ABOVE THIS LINE FOR RECORDER

ANNEXATION PETITION AND AGREEMENT

BE IT REMEMBERED, on this 12th day of May, that this agreement was made by and between THE CITY OF ANKENY, IOWA, herein after referred to as City, and SHANNON L. AND JILL L. HAUS, herein after referred to as Titleholder of developed residential property.

Whereas, the Titleholder is the record titleholder of developed residential real property legally described as:

-EX PARCEL 2020-9 BK 17821 PG 958- LOT 1 ABUHL ACRES & PARCEL 2020-11 BK 17821 PG 958 COM NE COR ABUHL ACRES THN W 317F S 300F TO POB THN S 140F W 225F N 140F E 225F TO POB BNG PRT PARCEL 2018-191 BK 17102 PG 203 NE 1/4 SEC 36-81-24 (Polk County GeoParcel Number 812436276017) CONTAINING 1.617 ACRES MORE OR LESS

Whereas, the Titleholder hereby makes application for annexation of the above described real property to the City of Ankeny, with certain conditions; and

Whereas, the City will agree, by resolution, to accept the annexation of the above described real property under the following terms and conditions applicable only to developed residential property;

Now, therefore, the following is hereby agreed to by the parties:

1. The undersigned Titleholder of the above described territory, adjoining the City of Ankeny, Iowa, hereby makes application to the Mayor and City Council to assent by resolution to such property becoming a part of the City of Ankeny, Iowa.
2. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility to dedicate for public use all necessary street right-of-ways and utility easements in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

3. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility to provide for all necessary storm drainage within the subdivision plat or plat of survey in accordance with the requirements of the existing ordinances at the time of development within the City.
4. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Titleholder of said real estate.
5. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes. The Titleholder or their heirs and assigns shall abide by the terms and conditions of said ordinances as a condition to the requested annexation.
6. The Titleholder shall connect to City water at their expense for extension of the service line to serve the property, at such time as they choose or upon failure of their well, if applicable, whichever shall first occur, unless otherwise required by Polk County Health Ordinances. Titleholder's well shall be deemed to have failed when it no longer provides safe potable water for human consumption. In all events, said water main must be within one hundred feet (100') of Titleholder's parcel boundary before connection shall be required. At the time of the connection the Titleholder shall apply for a City of Ankeny plumbing permit. Additionally the Titleholder shall pay the normal City water tap fee due and pay for a water meter with the plumbing permit. Any established water connection fees or special water main assessments shall not be charged to the Titleholder.

The City agrees that that if the Titleholder should connect to the City Water System for domestic water consumption that the Titleholder may continue to use their private well, if applicable, for lawn irrigation, to fill an outdoor pool, or for other purposes other than for human consumption unless otherwise prohibited by Polk County Health Ordinances or until the well is deemed to no longer provide safe water for these purposes.

7. The Titleholder shall connect to City sanitary sewer at their expense for extension of the service line to serve the property at such time as they choose or upon failure of their septic system, whichever shall first occur, unless sooner required by Polk County Health Ordinances; provided that in all events said sewer line must be within three hundred feet (300') of Titleholder's parcel boundary before connection shall be required. At the time of the connection the Titleholder shall apply for a City of Ankeny plumbing permit. Additionally the Titleholder shall pay the normal City sewer tap fee with the plumbing permit. Any established sanitary sewer connection fees or special sanitary sewer assessments shall not be charged to the Titleholder.
8. The City will not require the paving of driveways in existence as of May 1, 2021 and serving existing structures at the time of the annexation. After the effective date of the annexation, the City will require driveways to be paved to new structures intended for automobile storage (garages) in accordance with City of Ankeny Zoning regulations.

9. The City zoning and nuisance requirements will go into affect upon annexation. The City agrees that existing uses and structures would be classified as legal conforming or legal non-conforming depending on their configuration, operation and treatment in the current City codes.

This Agreement shall run with the real property and shall be binding upon the Titleholder and their successors, heirs and assigns.

In witness whereof, the City of Ankeny has caused this Agreement to be duly executed in its name and on behalf by its Mayor and its seal to be hereunto duly fixed and attested by its City Clerk. The Titleholder(s) have caused this Agreement to be executed by its authorized representative.

DATED at Ankeny, Iowa, this _____ day of _____, 2021.

TITLEHOLDER:

CITY OF ANKENY, IOWA

By:

Shannon L. Haus
Shannon L. Haus

Gary Lorenz, Mayor

ATTEST:

By:

Jill L. Haus
Jill L. Haus

Denise L. Hoy, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared GARY LORENZ and DENISE L. HOY, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the ____ day of _____, 2021, and the said GARY LORENZ and DENISE L. HOY acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Damir Paravlic
Notary Public in and for the State of Iowa



STATE OF IOWA, COUNTY OF POLK, ss:

On this 12 day of May, 2021, before me, a Notary Public in and for Polk County, personally appeared Shannon L. Haus, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

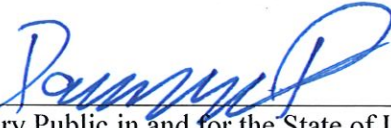


Notary Public in and for the State of Iowa



STATE OF IOWA, COUNTY OF POLK, ss:

On this 12 day of May, 2021, before me, a Notary Public in and for Polk County, personally appeared Jill L. Haus, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Notary Public in and for the State of Iowa



WHEN RECORDED RETURN TO: City of Ankeny, Iowa, Attn: City Clerk, 410 W First Street, Ankeny, IA 50023

Preparer Information: Amy S. Beattie, 550 39th Street, Suite 200, Des Moines, IA 50312 (515) 274-1450
SPACE ABOVE THIS LINE FOR RECORDER

ANNEXATION PETITION AND AGREEMENT

BE IT REMEMBERED, on this 5 day of May 2021, that this agreement was made by and between THE CITY OF ANKENY, IOWA, herein after referred to as City, and ROBIN AND JUDITH VAN DYKE, herein after referred to as Titleholder of developed residential property.

Whereas, the Titleholder is the record titleholder of developed residential real property legally described as:

PARCEL A BEG 345.32F N OF SE COR THN W 208F N 320F E 208F S 320F TO POB S 1/4 NE 1/4 LESS .24A RD EAS SEC 36-81-24 (Polk County GeoParcel Number 812436276007) CONTAINING 1.285 ACRES MORE OR LESS

and

PARCEL 2020-10 BK 17821 PG 958 COM NE COR ADUHL ACRES THN W 317F S 440F TO POB THN S 10F E 109F S 320F E 208F S 50F W 542F N 380F E 225F TO POB BNG PRT PARCEL 2018-191 BK 17102 PG 203 SUBJ .038A RD EAS NE 1/4 SEC 36-81-24 (Polk County GeoParcel Number 812436276015) CONTAINING 3.089 ACRES MORE OR LESS

and

PARCEL 2020-9 BK 17821 PG 958 BEG SW COR THN N 10F E 109F S 10F W 109F TO POB LOT 1 ABUHL ACRES (Polk County Geo Parcel Number 812436276016) CONTAINING 0.025 ACRES MORE OR LESS

Whereas, the Titleholder hereby makes application for annexation of the above described real property to the City of Ankeny, with certain conditions; and

Whereas, the City will agree, by resolution, to accept the annexation of the above described real property under the following terms and conditions applicable only to developed residential property;

Now, therefore, the following is hereby agreed to by the parties:

1. The undersigned Titleholder of the above described territory, adjoining the City of Ankeny, Iowa, hereby makes application to the Mayor and City Council to assent by resolution to such property becoming a part of the City of Ankeny, Iowa.
2. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility to dedicate for public use all necessary street right-of-ways and utility easements in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.
3. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility to provide for all necessary storm drainage within the subdivision plat or plat of survey in accordance with the requirements of the existing ordinances at the time of development within the City.
4. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Titleholder of said real estate.
5. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes. The Titleholder or their heirs and assigns shall abide by the terms and conditions of said ordinances as a condition to the requested annexation.
6. The Titleholder shall connect to City water at their expense for extension of the service line to serve the property, at such time as they choose or upon failure of their well, if applicable, whichever shall first occur, unless otherwise required by Polk County Health Ordinances. Titleholder's well shall be deemed to have failed when it no longer provides safe potable water for human consumption. In all events, said water main must be within one hundred feet (100') of Titleholder's parcel boundary before connection shall be required. At the time of the connection the Titleholder shall apply for a City of Ankeny plumbing permit. Additionally the Titleholder shall pay the normal City water tap fee due and pay for a water meter with the plumbing permit. Any established water connection fees or special water main assessments shall not be charged to the Titleholder.

The City agrees that that if the Titleholder should connect to the City Water System for domestic water consumption that the Titleholder may continue to use their private well, if applicable, for lawn irrigation, to fill an outdoor pool, or for other purposes other than for human consumption unless otherwise prohibited by Polk County Health Ordinances or until the well is deemed to no longer provide safe water for these purposes.

7. The Titleholder shall connect to City sanitary sewer at their expense for extension of the service line to serve the property at such time as they choose or upon failure of their septic system, whichever shall first occur, unless sooner required by Polk County Health

Ordinances; provided that in all events said sewer line must be within three hundred feet (300') of Titleholder's parcel boundary before connection shall be required. At the time of the connection the Titleholder shall apply for a City of Ankeny plumbing permit. Additionally the Titleholder shall pay the normal City sewer tap fee with the plumbing permit. Any established sanitary sewer connection fees or special sanitary sewer assessments shall not be charged to the Titleholder.

8. The City will not require the paving of driveways in existence as of May 1, 2021 and serving existing structures at the time of the annexation. After the effective date of the annexation, the City will require driveways to be paved to new structures intended for automobile storage (garages) in accordance with City of Ankeny Zoning regulations.
9. The City zoning and nuisance requirements will go into affect upon annexation. The City agrees that existing uses and structures would be classified as legal conforming or legal non-conforming depending on their configuration, operation and treatment in the current City codes.

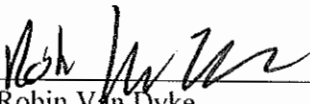
This Agreement shall run with the real property and shall be binding upon the Titleholder and their successors, heirs and assigns.

In witness whereof, the City of Ankeny has caused this Agreement to be duly executed in its name and on behalf by its Mayor and its seal to be hereunto duly fixed and attested by its City Clerk. The Titleholder(s) have caused this Agreement to be executed by its authorized representative.

DATED at Ankeny, Iowa, this 5 day of May, 2021.

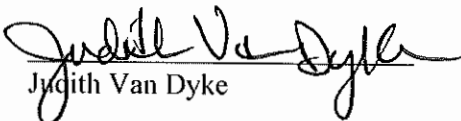
TITLEHOLDER:

CITY OF ANKENY, IOWA

By: 
Robin Van Dyke

Gary Lorenz, Mayor

ATTEST:

By: 
Judith Van Dyke

Denise L. Hoy, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

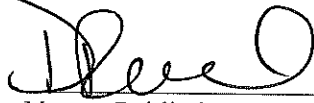
On the _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared GARY LORENZ and DENISE L. HOY, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the _____ day of _____, 2021, and

the said GARY LORENZ and DENISE L. HOY acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

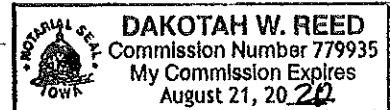
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On this 5 day of may, 2021, before me, a Notary Public in and for Polk County, personally appeared Robin Van Dyke, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Notary Public in and for the State of Iowa

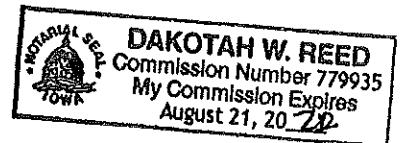


STATE OF IOWA, COUNTY OF POLK, ss:

On this 5 day of may, 2021, before me, a Notary Public in and for Polk County, personally appeared Judith Van Dyke, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Notary Public in and for the State of Iowa



Notices mailed by certified mail to:

POLK COUNTY BOARD OF SUPERVISORS
COUNTY ADMINISTRATION BUILDING
111 COURT AVENUE
DES MOINES, IA 50309

JAMES CHARLES FAUSCH, TRUSTEE
LINCOLN TOWNSHIP
RR 1 BOX 56
ALLEMAN, IA 50007

STEVEN LEE, TRUSTEE
LINCOLN TOWNSHIP
4637 NW 118TH AVE
POLK CITY, IA 50226

TOM OWEN, TRUSTEE
ELKHART TOWNSHIP
14392 NE 46TH ST
ELKHART, IA 50073

KRISTI STEIL, TRUSTEE
ELKHART TOWNSHIP
1213 NE 66TH ST
BOUNDURANT, IA 50035

LYNDA LEHMAN, CLERK
LINCOLN TOWNSHIP
15201 NW 16TH ST
SLATER, IA 50244

WAYNE REINHART, TRUSTEE
LINCOLN TOWNSHIP
12465 NE 6TH ST
ALLEMAN, IA 50007

MARY JO WARD, CLERK
ELKHART TOWNSHIP
12167 NE 56TH ST
ELKHART, IA 50073

KENNETH HOWARD, TRUSTEE
ELKHART TOWNSHIP
4030 NE 150TH AVE
CAMBRIDGE, IA 50046

Notices mailed by regular mail to:

BRET VANDELUNE
LAND USE PLANNING MANAGER
POLK COUNTY
5885 NE 14TH STREET
DES MOINES, IA 50313

MICHAEL KLINE, SUPERINTENDENT
NORTH POLK COMMUNITY SCHOOL
DISTRICT
13930 NE 6TH ST
ALLEMAN, IA 50007

DR. ERICK PRUITT, SUPERINTENDENT
ANKENY COMMUNITY SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
306 SW SCHOOL ST

Meeting Date: MARCH 2, 2022 – 10:00 AM

Meeting Location: ANKENY PUBLIC SERVICES BUILDING, MEETING ROOM C
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IA 50023

Attendance: ERIC CARSTENS, PLANNING ADMINISTRATOR, COMMUNITY DEVELOPMENT
JAKE HEIL, ASSOCIATE PLANNER, COMMUNITY DEVELOPMENT

Written comments received: *None received*

March 8, 2022

RECEIVED

MAR 04 2022

CITY OF ANKENY

Jeanne Uhl
2350 NE 126th Ave
Elkhart IA 50073

March 3, 2022

City of Ankeny Planning and Zoning Commission
Brenda Fuglsang
1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Email: bfuglsang@ankenyiowa.gov

Dear Members of the Ankeny Planning and Zoning Commission:

My husband Gary Uhl and I are consenting property owners included in the proposed Hope Kimberley Annexation into the City of Ankeny Iowa and currently reside as residents of Polk County Iowa in the Elkhart Township. We request that you seriously consider approval of the original annexation application including all of the voluntary and involuntary parcels which more than meet the required 80/20%. I grew up in Ankeny, graduated from Ankeny High School and raised 3 children who also graduated from Ankeny High School. I am a board member of the Ankeny Historical Society and greatly appreciate the wonderful people and opportunities within the City of Ankeny and look forward to once again becoming a resident.

We are concerned about discussions of possibly "notching out" 4 properties along the south side of NE 126th Avenue owned by Huss, Klein, Grove, and Seuntjens along with a fifth property owned by Hebner (see attached CDA Map) on the NE corner of the NE 126th Ave intersection with NE Delaware Avenue. The City of Alleman is unable to annex frontage properties along NE 126th Avenue from NE 14th Street (Hwy 69) east to NE Delaware Avenue based upon recent communications that owners of land parcels totaling more than 100 acres have withdrawn their voluntary annexation petitions to the City of Alleman Iowa. Thus the 4 homes on the south side of NE 126th Ave and the single home on the NE corner of the 126th/Delaware intersection cannot meet the contiguous properties required in order to be annexed into the City of Alleman. If these properties are not included within the Hope Kimberley Annexation into the City of Ankeny, they would each remain under Polk County, not the City of Alleman. They would lose their opportunity to improve their properties with the sewer and other municipal services offered by the City of Ankeny yet they will border Ankeny properties.

Please consider the complications now and in the future that arise for the 4 homes surrounded on three sides by Hope Kimberley Annexation properties and the Hebner property which is also contiguous to Hope Kimberley properties if they were "notched out" or not included in the Hope Kimberley Annexation.

1. **Confusion and/or Dangerous delays in responses from Emergency Responders.**

connect to the sanitary sewer utility. **Each of these 5 properties are included within this sewer district and eligible into perpetuity to connect to the sanitary sewer according to this Ordinance 2055.** See the attached Map and Ordinance. How would current or future owners of these 5 properties who would be under Polk County jurisdiction and pay Polk County taxes , NOT City of Ankeny, HOW would these current or future property owners be allowed to improve their properties by connecting to the City of Ankeny sewer system if they are "notched out" or removed from the Hope Kimberley Annexation? If they are left remaining in Polk County jurisdiction or in the future they become annexed into another entity, how would they connect to Ankeny Sewer as outlined in Ankeny Ordinance 2055?

On behalf of my husband Gary Uhl and myself, I ask that you seriously consider the long term ramifications that are sure to occur as properties get sold and bought and resold. New owners will make choices that may differ from current owner choices. In the interest of best practices for public safety and use of tax resources and bettering neighborhoods with the Ankeny focus on staying connected via sidewalks and trails, please approve the entire Hope Kimberley Annexation including all the voluntary and involuntary properties. Thank you for all your consideration and time spent in improving the lives of Ankeny residents!

Respectfully,



Jeanne Uhl



January 6, 2022

Gary and/or Jeanne Uhl
2350 NE 126th Avenue
Elkhart, IA 50073-9173

Subject: Annexation into the City of Ankeny

Dear Mr. or Ms. Uhl:

Through one of our entities, Hope Kimberley, LLC, we have purchased the land shown in the attached exhibit map. We plan to develop this land into mostly residential lots based on the City of Ankeny 2040 Comprehensive Plan, though at this beginning phase we have no conceptual plan completed. Our first step is to annex this land into the city of Ankeny. Annexation is the formal process of incorporating a parcel of land into the city. A parcel of land is required to be within the corporate limits of the city in order to receive city services, such as water, sanitary sewer, fire protection and street maintenance.

At this time over 80% of the property owners within the area shown on the attached map have signed the annexation petitions so we have requested that the city of Ankeny start the annexation process. In order to avoid the creation of irregular corporate boundaries or islands, the city is able to pursue an 80/20 annexation. This form of annexation allows up to 20% of the total area to be included within an annexation without the owner's consent. This letter is to notify you that the process will be starting. This annexation will ultimately increase the value of your land, bringing city sewer and water to your property line as development proceeds.

If you have an interest in consenting to the annexation or if you have any follow up questions, please call:

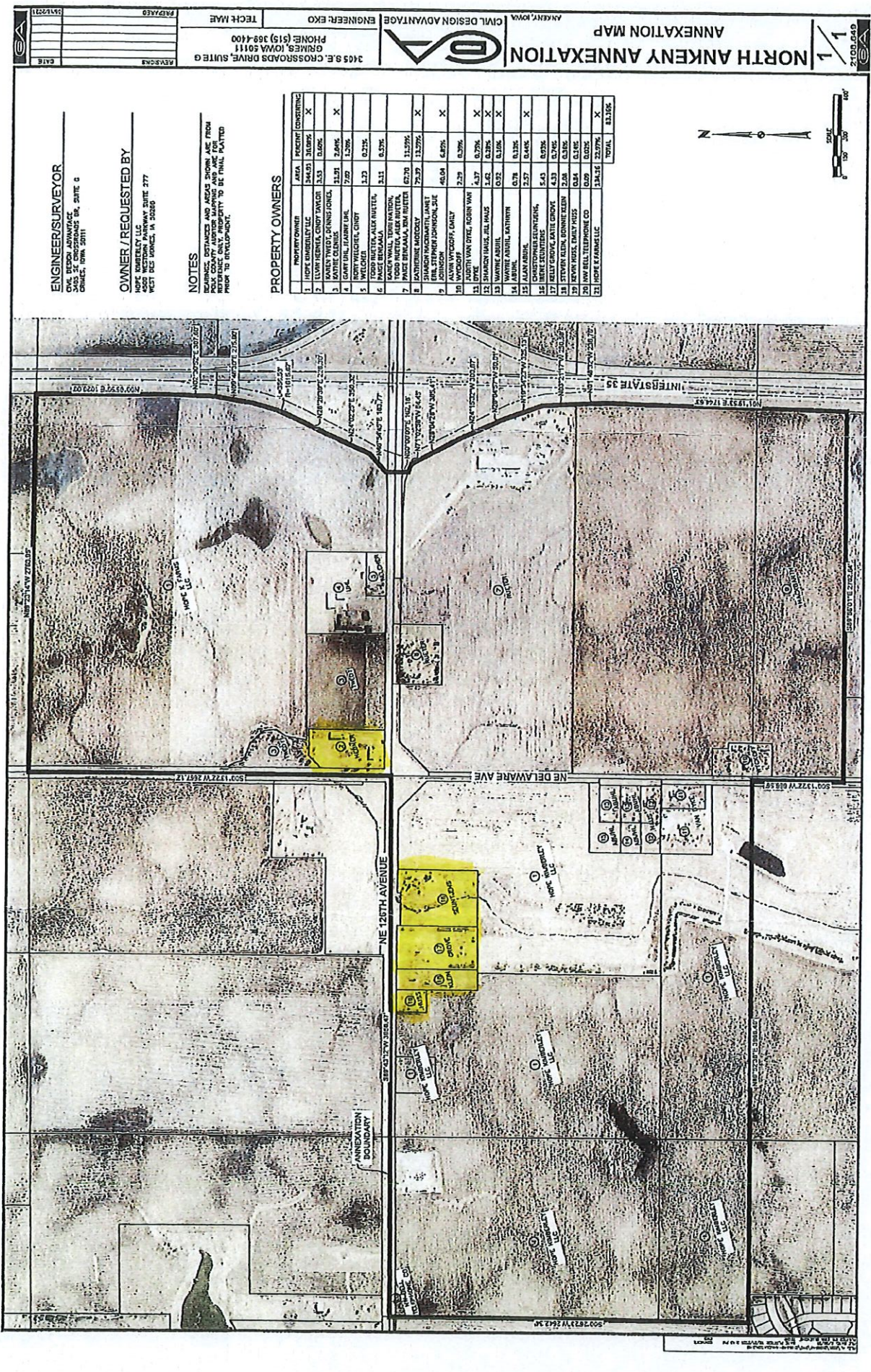
Eric Carstens, Planning Manager
City of Ankeny
(515) 963-3559

Sincerely,



Jordan Kramer
Kimberley Development Corp.
Hope Kimberley, LLC

Enclosure: North Ankeny Annexation Exhibit



ENGINEER/SURVEYOR
CIVIL DESIGN ADVANTAGE
2105 S. E. CROSSROADS DRIVE, SUITE G
CHAMES, IOWA 50111

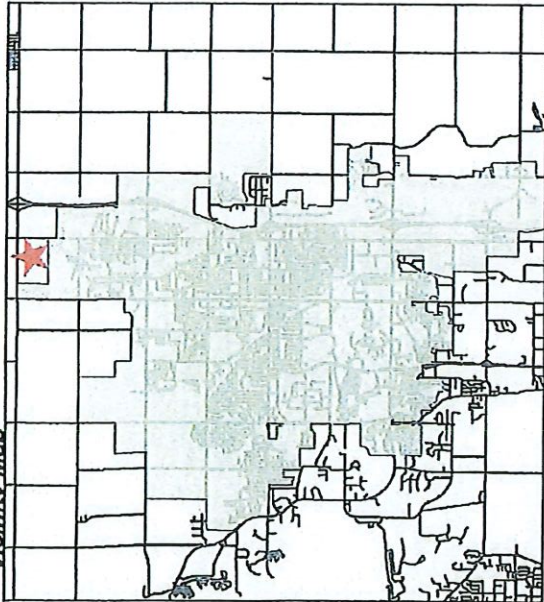
OWNER / REQUESTED BY
CIVIL DESIGN ADVANTAGE
2105 S. E. CROSSROADS DRIVE, SUITE G
CHAMES, IOWA 50111

NOTES
ALL DIMENSIONS AND AREAS SHOWN ARE FROM
FIELD SURVEY AND ARE NOT TO BE USED FOR
REFERENCE ONLY. PROPERTY TO BE FINAL PLATTED
FROM THE DEVELOPMENT.

PROPERTY OWNERS

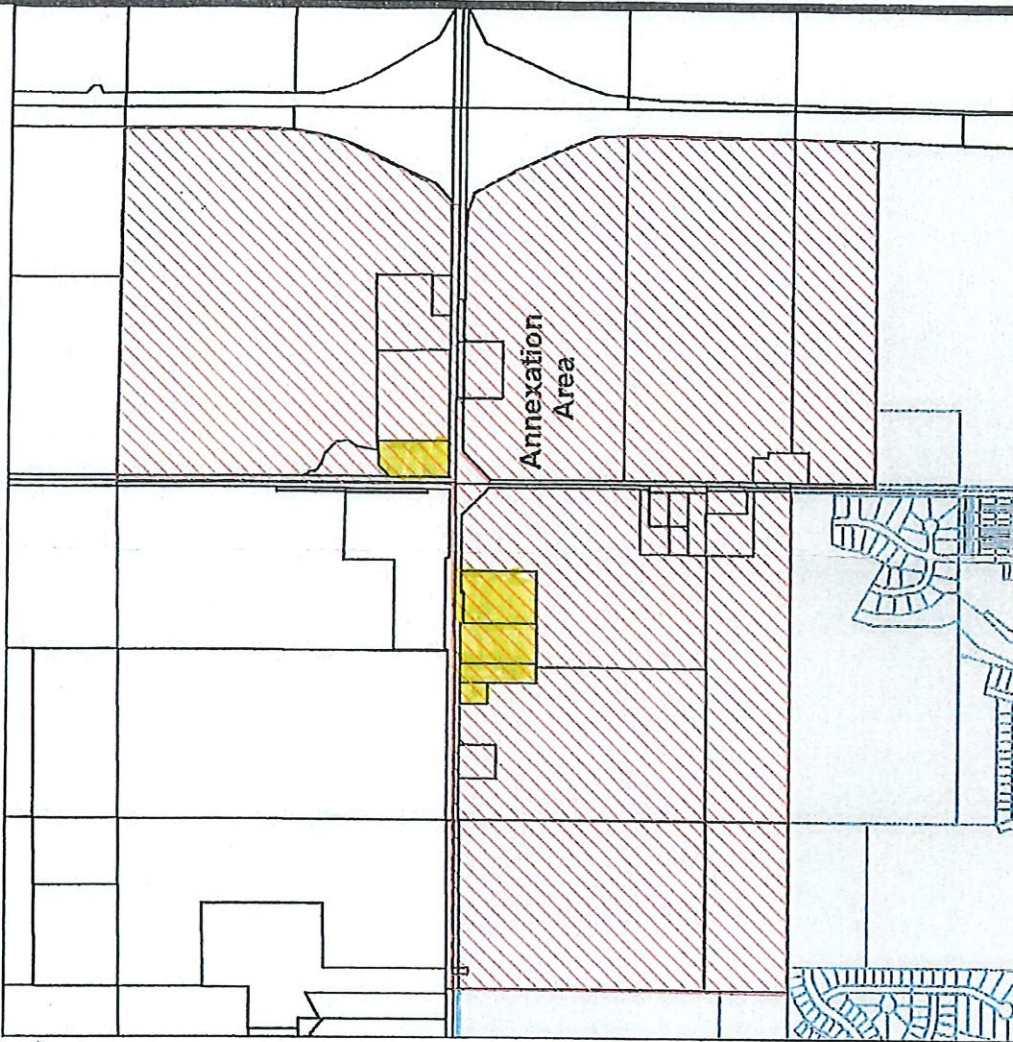
NO.	PROPERTY OWNER	AREA	PERCENT	CONTRIBUTOR
1	HOPE EMMERSON LLC	34.03	14.59%	X
2	LLVOY GEMMA, CHRISTOPHER	3.33	1.44%	X
3	KAREN THOMAS, JENNIFER	11.91	5.14%	X
4	KATHIE CLARK	7.09	3.08%	X
5	JOHN DILL, JAMES DILL	7.09	3.08%	X
6	WELCH	3.23	1.39%	X
7	TODD WATERS, ALAN WATERS	3.23	1.39%	X
8	PAGE BIRKMAN, BEN BIRKMAN	3.23	1.39%	X
9	PAGE BIRKMAN, BEN BIRKMAN	3.23	1.39%	X
10	KATHERINE MCKEE	75.37	32.92%	X
11	JOHNSON	46.04	20.04%	X
12	ALAN WOODCOCK, DAVID	2.29	1.00%	X
13	SHARON MAZUR, JILL MAZUR	4.37	1.91%	X
14	SHARON MAZUR, JILL MAZUR	4.37	1.91%	X
15	WATERS, ALAN	0.32	0.14%	X
16	ALAN WATERS	0.32	0.14%	X
17	CHRISTOPHER WATERS	2.27	1.00%	X
18	HEIDI EMMERSON	5.43	2.38%	X
19	HEIDI EMMERSON	5.43	2.38%	X
20	JOHN WATERS, JENNIFER WATERS	2.28	1.00%	X
21	JOHN WATERS, JENNIFER WATERS	2.28	1.00%	X
22	JOHN WATERS, JENNIFER WATERS	2.28	1.00%	X
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88	JOHN WATERS, JENNIFER WATERS	2.28	1.00%	X
89	JOHN WATERS, JENNIFER WATERS	2.28	1.00%	X
90	JOHN WATERS, JENNIFER WATERS	2.28	1.00%	X
91	JOHN WATERS, JENNIFER WATERS	2.28	1.00%	X
92	JOHN WATERS, JENNIFER WATERS	2.28	1.00%	X
93	JOHN WATERS, JENNIFER WATERS	2.28	1.00%	X
94	JOHN WATERS, JENNIFER WATERS	2.28	1.00%	X
95	JOHN WATERS, JENNIFER WATERS	2.28	1.00%	X
96	JOHN WATERS, JENNIFER WATERS	2.28	1.00%	X
97	JOHN WATERS, JENNIFER WATERS	2.28	1.00%	X
98	JOHN WATERS, JENNIFER WATERS	2.28	1.00%	X
99	JOHN WATERS, JENNIFER WATERS	2.28	1.00%	X
100	JOHN WATERS, JENNIFER WATERS	2.28	1.00%	X

Vicinity Map



LEGAL DESCRIPTION
THE EAST 1/4 OF THE NORTHWEST 1/4, EXCEPT THE WEST 50 FEET OF THE NORTH
115 FEET OF THE EAST 1206.05 FEET THEREOF, AND ALL OF THE NORTHEAST 1/4,
AND
N 1/4 SW FRL 1/4 LESS 135 ROW -EX N 137F W 272F
AND
S 1/2 NW FRL 1/4 LESS 135 ROW RD -EX S 182F W 272F & N 120F S 302F W 230F
AND
S 302F W 272F S 1/2 NW FRL 1/4 & N 137F W 272F N 1/4 SW FRL 1/4 -EX E 42F N 120F
AND
N 1/2 NW FRL 1/4 LESS 135 ROW -EX E 440F W 1108F N 362F
AND
E 440F W 1108F N 362F NW FRL 1/4 -EX BEG 688.1F E OF NW COR THIN E 440F
S 33.05F W 440F N 55.3F TO POB
AND
SW FRL 1/4 -EX S & W OF A LN BEG 1622.95F E OF SW COR THIN N 645F W 1373F
NELY 245F NWLY 484.93F W 45F TO W LN & 16.3A I 35
AND
S 200F E 320F SW FRL 1/4 SW FRL 1/4
AND
S 640.5F E 591F W FRL 1/2 SW FRL 1/4 -EX S 200F E 320F
AND
BEG SW COR THIN E 1622.95F W 645F W 1373F NELY 245F NWLY 484.93F W 45F
TO W LN S 1195.44F TO POB W FRL 1/2 SW FRL 1/4 -EX BEG SW CORNER SW
FRL 1/4 THIN N 511.07F E 45F NE 127.82F E 191.63F S 602.41F W 327.36F TO
POB - & EX 5640.5F E 591F
AND
BEG SW CORNER SW FRL 1/4 THIN N 511.07F E 45F NE 127.82F E 191.63F
S 602.41F W 327.36F TO POB SW FRL 1/4

ALL IN SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST
OF THE 5TH P.M., POLK COUNTY, IOWA.
THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD
RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD.



Annexation Map

Property Owners:

Hope Kimberley LLC, Hope K Farms LLC, Kevin & Emily Huss, Steven & Bonnie Klein, Kelly & Katie Grove, Alan Abuhl,
Christopher L. & Irene K. Seunfjens, Samuel & Morgan Keasler, Wayne E. Abuhl & Jill & Shannon Haus,
Jill L. & Shannon L. Haus, Robin & Judith Van Dyke, Alvin L. & Emily M. Wyckoff, Katherine E. Moeckly Trust,
Todd & Alex Ruetter & Paige Benlaala, Cindy K & Rory A. Welcher, Jeanne M & Gary G. Uhl, Cindy L. Taylor & Elvin Hebner Jr.,
Karen J. Tweedt & Dennis L. Jones & Kathie J. Olenius, Karen Wall & Kim Alex & Todd Ruetter & Paige Ruetter Benlaala & Terri Nation

City of Ankeny, Iowa	Planning and Building Department
Drawn By: JH	
Checked by:	
Sheet No.	1 of 1
Date: February 1, 2022	

Hope Kimberley Annexation

City of Ankeny

NOTICE TO PROPERTY OWNERS

Notice is hereby given that the City Council of the City of Ankeny, Iowa intends to construct major sanitary sewer facilities in specified areas throughout the City, and has caused to be placed on file for public inspection in the office of the City Clerk a proposed connection fee ordinance establishing the Fourmile Creek Trunk Sewer Connection District 2, pursuant to which ordinance a connection fee would be imposed upon the owners of properties within said District who make application to connect their properties to the sanitary sewer utility of the City.

The City Council will meet at 5:30 P.M on the 3rd day of May, 2021, at the Ankeny Kirkendall Public Library - City Council Chambers, 1250 SW District Drive, Ankeny, at which time a public hearing will be held on the proposed connection fee ordinance.

Interested persons can join the meeting electronically by the following methods:

Join from PC, Mac, Linux, iOS or Android: <https://meetings.ringcentral.com/j/1481631711>
For the best audio experience, please use computer audio.

Or iPhone one-tap :

US +1(720)9027700,,1481631711# (US Central)

Or Telephone:

US: +1(720)9027700 (US Central) Meeting ID: 148 163 1711

There will be a limited number of seats available to attend the meeting to those who register with the City Clerk by emailing dhoy@ankenyiowa.gov or by calling 515-965-6405 before 3 PM the day of the meeting. All comments submitted no later than 3:00 P.M. the day of the meeting shall be made part of the hearing.

The owners of properties within the proposed Sewer Connection Fee District or any other person having an interest in said matter, may appear and be heard for or against the boundaries of the proposed Sewer Connection Fee District, or the proposed connection fees. A property owner will be deemed to have waived all objections unless at the time of the hearing the property owner has filed objections with the City Clerk.

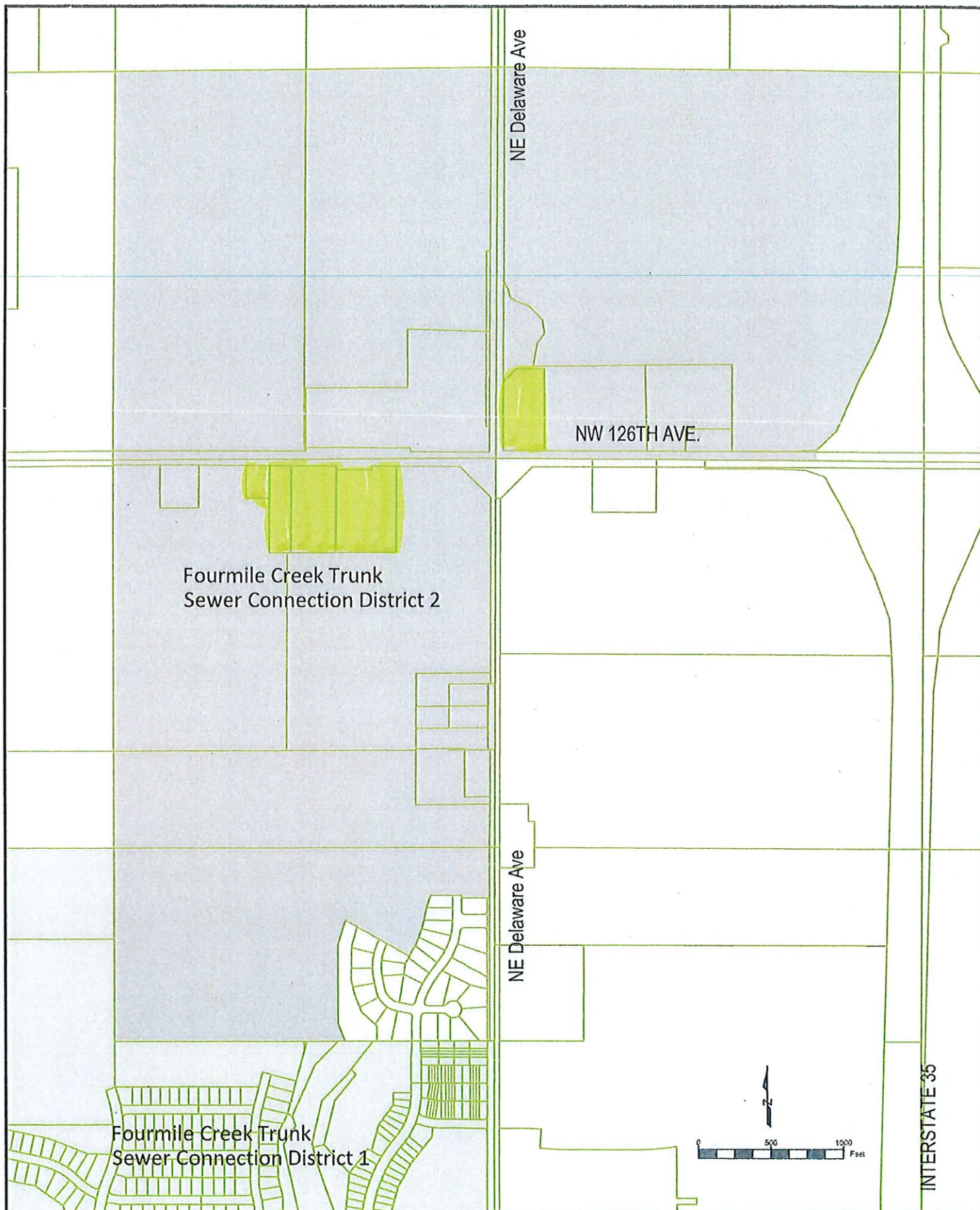
Description of Improvements Constructed

The improvements are known as the "Fourmile Creek Trunk Sewer Extension" (hereinafter referred to as the "Project") and consist generally of the following:

Dated this 5th day of April, 2021.

City Clerk

To be published in the Des Moines Register on April 9, 2021.



ORDINANCE 2055

AN ORDINANCE TO AMEND SECTION 94.06 OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, SEWER CONNECTION DISTRICTS ESTABLISHED.

WHEREAS, the City of Ankeny has established water and sewer connection fee districts in Chapter 94 of the Ankeny Municipal Code; and

WHEREAS, the City Council proposes that the costs of extending improvements not assessed to properties specially benefitted thereby should be recovered by the imposition of a connection fee upon the owners of properties which connect to and derive service from the municipal sanitary sewer utility; and

WHEREAS, the following connection fee ordinance has been prepared for said purpose, which ordinance establishes a certain connection fee district to be known as the Fourmile Creek Trunk Sewer Connection District 2, and provides that property owners within said district would be eligible to connect to the sanitary sewer utility upon application therefor and payment of a connection fee in the amount prescribed to be connected to and served by the sanitary sewer utility.

NOW, THEREFORE, be it Ordained by the City Council of the City of Ankeny, Iowa:

Section 1. That the Municipal Code of the City of Ankeny, Iowa, be and is hereby amended by adding a new Section, as follows:

94.06.20 Fourmile Creek Trunk Sewer Connection District 2

A. Fourmile Creek Trunk Sewer Connection District 2 means and includes only the following described real estate and as shown on an exhibit on file in the office of the Director of Municipal Utilities:

<u>Effective Date</u>	<u>Sewer Connection Fee</u> <u>(per acre – 1 acre minimum)</u>
Prior to and through December 31, 2021	\$1,015
January 1, 2022	\$1,029
January 1, 2023	\$1,043
January 1, 2024	\$1,057
January 1, 2025	\$1,071
January 1, 2026 and thereafter	To be re-evaluated

Section 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Severability. If any section, subsection, provision, sentence, clause, phrase or other 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, subsection, provision, sentence, clause, phrase or other part hereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

PASSED AND APPROVED this 7th day of June, 2021.

Attest:

Mark Holm, Mayor Pro tem

Denise L. Hoy, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 11TH DAY OF JUNE 2021**

**1st Con 05/03/21 (P. Hrg.)
2nd Con 05/17/21
2nd Con 05/17/21**

RUETER'S

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION

March 8, 2022

March 3, 2022

Eric Carstens, AICP

Planning Manager

Community Development

1210 N.W. Prairie Ridge Dr.

Ankeny, IA 50023-1564

RE: Proposed Annexation of Rueter Property by the City of Ankeny

Dear Eric:

It is the preference of the entire Rueter family to be consenting rather than non-consenting landowners and to work with the City of Ankeny on its proposed annexation.

However, based upon my review of the documentation you have provided, we need a modification to both the City's Future Land Use Map and the City's Zoning Map to accurately depict how the property is presently being utilized and how it will function in the years to come.

I have marked on the map you have provided (see Exhibit "A" attached) just how the Rueter property must be designated for zoning purposes.

C-2: The westernmost portion of the property would retain the community commercial designation shown on the City's Future Land Use Map and will retain its C-2 zoning classification on the City's Zoning Map.

M-1: (Rueter Equipment Company) I appreciate you sending to me the uses that are authorized on C-2 zoned properties. While our current operation is focused primarily on farming, we are trending more toward construction equipment. This trend will only be accelerated as the City expands northward. For that reason I believe a portion of our property (as shown on Exhibit "A") simply must be zoned for a light industrial use (M-1).

We ask that the City commit to initiate an amendment to its Future Land Use Map and its Zoning Map to classify a portion of the Rueter property as Light Industrial (M-1) (as depicted on Exhibit "A"). If the City will make this commitment, then the Rueter family will take whatever steps are necessary to fully

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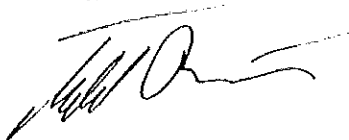
MAR 07 2022

CITY OF ANKENY
1000 E. MAIN ST. SUITE 200 ANKENY, IA 50021-3000

RUETER'S

consent to the City of Ankeny's proposed annexation. In addition, see the Annexation Agreement attached with this letter and marked as Exhibit "B" which includes an additional paragraph (paragraph 5) to the Agreement that more clearly spells out the zoning the Rueter family will require in order to consent to the City's proposed annexation.

Sincerely,



Todd Rueter

President

CARROLL
1803 Radiant Road
Carroll, IA 51401
P: 712.792.9294
F: 712.792.6808

COUNCIL BLUFFS
1132 31st Avenue
Council Bluffs, IA 51501
P: 712.366.5221
F: 712.366.5228

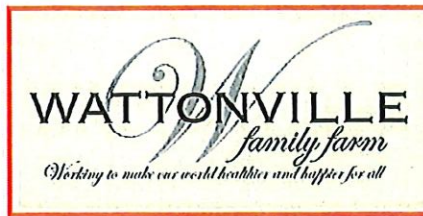
ELKHART
2425 NE 126th Avenue
Elkhart, IA 50073
P: 515.367.3054
F: 515.367.3057

GRAND JUNCTION
PO Box 227
Grand Junction, IA 50107
P: 515.738.2571
F: 515.738.2343

NELIGH
710 HWY 275
Neligh, NE 68756
P: 402.887.5638
F: 402.887.5640

OSCEOLA
1827 Ticken Drive
Osceola, IA 50213
P: 641.223.8171
F: 641.223.8173

SIOUX CITY
4730 S. York Street
Sioux City, IA 51106
P: 712.266.3832
F: 712.266.3550



RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION

March 8, 2022

March 8, 2022

Dear City of Ankeny Planning and Zoning Commission,

I write to you with goals for good health and local community.

I write to you with ambivalence, as those who are elected to represent and regulate us seem to fail to make land-use decisions that best serve these goals.

I write to you with hope for stewardship of the quality and simplicity of life that appeals to most of us who have chosen our rural lifestyle.

I speak out on behalf of myself and a minority of small farmers who are concerned about preserving our way of growing organic food, and creating new avenues for REGENERATIVE and HUMANE farm practices in Iowa, which we believe necessary for sustaining a local food supply and the health and well-being of people and the planet, in general.

Though our property is just across the street from the current annexation proposal, we are aware that our land is pegged to be annexed in Ankeny's 2030 plan as "NMU", which means earmarked for fast-food joints and more junk-producing convenience commercial shops. Some people want fast-food and drive-thru coffee. But what about the citizens who want to grow their own chemical-free food? What about those of us who want to eat healthfully and not eat junk food? You mention that Agrihoods will be "allowed" in some parts, and yet there's no actual plan for them.

We are working to be part of the local food solution, but Ankeny's annexation plans are working against our well-meaning efforts and livelihood. How many small local organic food sources have been incorporated into Ankeny's plan? As far as we can tell, your answer is "none." Please, allow us to continue our work producing local food on our regenerative organic farm.

Sincerely,
Linda Wattonville
Wattonville Family Farm
12702 NE 22nd St.
Alleman, IA 50007

RECEIVED

MAR 08 2022

CITY OF ANKENY

RECEIVED

MAR 08 2022

CITY OF ANKENY



RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION

March 8, 2022

Jason Wattonville
Wattonville Family Farm
12702 NE 22nd St
Alleman, IA 50007

March 8, 2022

City of Ankeny Planning and Zoning Commission
Brenda Fuglsang
1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Email: bfuglsang@ankenyiowa.gov

Dear Members of the Ankeny Planning and Zoning Commission,

First, let me thank the commission for the opportunity to hear my concerns about the proposed Kimberly annexation and for making the effort to answer my question about Agri-hoods which I asked about in the previous public hearing. While I was happy to see that thought has been given to this concept, it doesn't appear that much has happened beyond it just being mentioned.

I currently live at 12702 NE 22nd St, Alleman, IA with my wife, Linda and daughter Madison. Our property is just across the street from the current annexation proposal, but recognize that we are included on the 2030 Comprehensive plan. On our 18 acre farm, we raise organic sheep, cattle and chickens. I have been involved with agriculture and farming my entire life and we purchased this property back in 2015 because it was some of the rare virgin pasture ground left in our area (meaning it has never been tilled) and quite frankly is hard to come by. This well established pasture is highly productive at making nutrient rich grass which in turn helps grow our sheep and cattle. We have some of the most healthy organic and nutritious lamb and beef because the very pasture that feeds them.

So why am I telling you this...

I don't know how many people know that you can't just make pasture overnight. It takes decades to get a good stand of nutrient rich grass - and no, not like the sod that gets laid next to new homes. That stuff wouldn't feed a small goat, in fact it would probably kill it due to all the fertilizer and chemicals it has on it to get it so green and weed and pest free. It has no drought resistance (that's why you have water it all the time) and very little nutrition. But enough on the grass lecture - my point is that annexations take this kind of farm ground out of production and replace it with cement and asphalt and the last I checked, nothing grows from that. Urban sprawl continues at an alarming rate

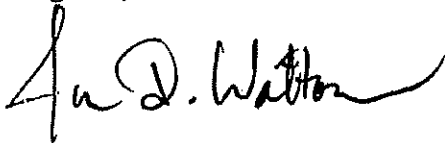
and unfortunately , the annexation 80/20 law is not about equal representation but rather who owns the most land. In my opinion, that greed is decimating productive farm ground which in turn reduces our food supply. So a few folks will make a bunch of money developing this ground, but where will people go to get locally produced food? You might say that's not your problem...but it is your problem. By converting productive farm ground to city developments, food scarcity is and will be the very problem you are creating.

Folks live on an acreage or live in the country because they want a specific lifestyle that cannot be achieved by living in the city. In our case, it's the right to farm so we can produce food that people in our community can eat. Annexing these properties into Ankeny will change that lifestyle against the will of the people living there.

We understand that with annexation comes city services such as sewer, water, garbage etc. However, we already all that covered and are self sufficient without the need to bring those services out to our farm. In fact, we wouldn't switch to those services if they did provide them.

Finally, I hope that you will reconsider and not allow the annexation proposal to move forward and at a minimum, allow those that do not want to annex with the city of Ankeny, the right to choose otherwise.

Regards,

A handwritten signature in black ink, appearing to read "Jason Wattonville". The signature is fluid and cursive, with a large initial "J" and "W".

Jason Wattonville

March 8, 2022

To: Ankeny Planning and Zoning Commission

From: Chris Seuntjens

2075 NE 126th Ave.

Alleman, Iowa 50007

515-988-3225

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION

March 8, 2022

I want to thank the commission for taking the time to hear my and my neighbors' concerns about the annexation of our properties into the city of Ankeny. We know that you have a tough job and that it is difficult to make all parties involved happy. I'd like to be clear that we are not anti-developer or anti-Ankeny minded. The city has done an amazing job of managing Ankeny's explosive growth and making it a wonderful place to live and for people to raise their families.

I moved to Ankeny in 1977 and lived there until 2018. I was raised on a farm in Mapleton, Iowa and always dreamed of having an acreage or small farm in this area. My wife and I found our dream acreage and moved there in 2018. We thoroughly enjoy living there every day. We and our neighbors have always known Ankeny growth was coming our way some day.

Besides the major concerns that Alleman mayor Bob has expressed regarding the impact of annexation to the city of Alleman, I'd like to address more personal issues that concern us.

Regarding city of Ankeny utility services. I already have city water plus a new well pump and a new septic system. My neighbors are happy with their own services.

Regarding the city of Ankeny ordinances that would affect us if me and my neighbors are annexed:

I have a 20' in diameter burn pile that gets burned about twice a year. I doubt that would be allowed in the city limits of Ankeny.

I have a dune buggy that I like to tool around in on my property and I know my neighbors have quads they like to ride. Is that allowed in the city limits of Ankeny?

I have a large party in my backyard every year with about 100 people. We have live music and 25 – 50 cars park on my property for the party. A few bring small campers and stay the night. I doubt that is allowed in the city limits of Ankeny.

My neighbors enjoy target shooting with their friends. I doubt you can shoot a gun inside the city limits of Ankeny.

These may seem like small issues, but they are very important issues to us and some of the things that make living in our area enjoyable.

One issue that everyone that is opposed to the annexation agrees on is that none of us want to pay Ankeny taxes. We want our taxes to go to Alleman and North Polk Schools.

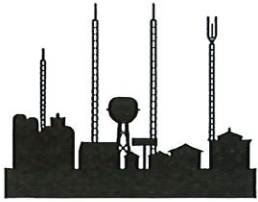
I keep hearing that the city wants straight borders and no islands. If we are not annexed, we won't be on an island. Just an inlet. The only way we would become an island is if the Wattonville farm across the road is annexed.

Would I still be able to have my hay baled in my west pasture?

All it would take if for one person in the city of Ankeny to complain about any of these things and those things that are enjoyable to us would go away.

I understand the how the 80/20 rule works. I don't understand how that is fair in our situation. Just a couple of parties that own a majority of the land to be annexed has precedence over the total number of neighbors that are against it. So, it's kind of like the golden rule – those who have the most gold rule. Is this really fair? The majority of owners take a back seat to the couple of land - owners with the most acreage?

I and my neighbors want to stay in Alleman. If not, we wouldn't live where we do. Your total objectiveness to understanding me and my neighbors' wishes to remain in Alleman is greatly appreciated. Thank you again for your time.



city of
ALLEMAN

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION

March 8, 2022

14000 NE 6th Street, Alleman, IA 50007 | 515.685.3666 | cityofalleman@huxcomm.net

Ankeny Planning and Zoning Board,

The City of Alleman would request all items relating to annexation along 126th Ave in northern Polk County be tabled. The agenda for Tuesday March 8, 2022 includes annexation spanning both the north and south side of 126th Avenue.

The City of Alleman would like this topic tabled until direct negotiations between the City of Ankeny and the City of Alleman can reach a mutual agreement.

Alleman Mayor Robert Kramme



RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION

March 8, 2022

14000 NE 6th Street, Alleman, IA 50007 | 515.685.3666 | cityofalleman@huxcomm.net

Ankeny Planning and Zoning Board and Ankeny City Council,

The City of Alleman will be filing articles of incorporation voluntary and involuntary that encompass the east west boundary of 126th Ave in Northern Polk County from I-35 to NW 16th Street.

Please be advised these decisions must be made by elected officials, not appointed boards.

Alleman Mayor Robert Kramme

Kevin and Emily Huss
1957 NE 126 AVE
Alleman, IA 50007

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION

March 8, 2022

March 7, 2022

City of Ankeny Planning and Zoning Commission:
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

To Whom it May Concern:

My wife, Emily, and I are property owners in the proposed Hope Kimberly Development Annexation into Ankeny. We are asking you to deny the involuntary annexation of our property. The 80/20 annexation law is being used to strong hold small land owners into city limits. Hope Kimberly Development was unable to reach 80% voluntary annexation with the land south of NE 126th Avenue and had to purchase more land north of NE 126th Avenue to impose the 80/20 annexation law in turn giving small land owners no choice.

I was raised on a farm and my wife grew up in small town Iowa. We wanted to incorporate the small-town atmosphere and country living into how we raised our children. When looking at properties to make into our home this was the first priority on our list and a nonnegotiable. The purposed annexation will cause high-density housing right next to our acreage and ultimately diminish the beauty of our property and potentially its value. We choose to buy our home due to its location and small-town atmosphere and we would be forced into a large city that is continuing to grow. Although I am sure the City of Ankeny and the Ankeny School District are wonderful, it is not where I or the other 5 property owners chose to live and have our children go to school. If I wanted to live within Ankeny or have my children attend Ankeny schools I would have looked for property to buy within Ankeny/Ankeny School District and not use the law to strong hold other's into something they don't want. Although our property is within the North Polk School District we have concern it will change once the annexation takes place.

Not only would the annexation increase our taxes, but it would cause several other negative effects to current residents. It is likely NE 12th Avenue would need to be converted to a four-lane road to handle to amount of traffic, which would take more of our land. The increase in traffic would cause an increase in car accidents, overall traffic congestion and noise level. According to the study of Bateman, Day, Lake and Lovett, cited on AVISO Valuation and Advisory website, road traffic has a negative effect on residential property due to road noise. This will also decrease resident's overall health due to increase of emissions. Furthermore, studies have shown light pollution, (increased due to home lights, car lights, and street lights) impose negative consequences to people, animals and vegetation.

Annexation would provide little to no benefit and ultimately go against Iowa's promotion of small town living and agriculture. In reference to Mr. and Mrs. Uhl's letter regarding concerns raised about future improvement to OUR property. We are within the new sewer district, but have declined to connect due to our septic system that we provided continuous maintenance to. We were informed that if future owners of our property wanted to connect to the sewer district they would have the opportunity to do so, and ultimately future buyers would be made aware prior to purchase this property that it on septic

system discrediting her concerns regarding future connections. If Mr. and Mrs. Uhl would like to connect to the sewer system to fulfill their idea of property improvement they are able to do so without opposition.

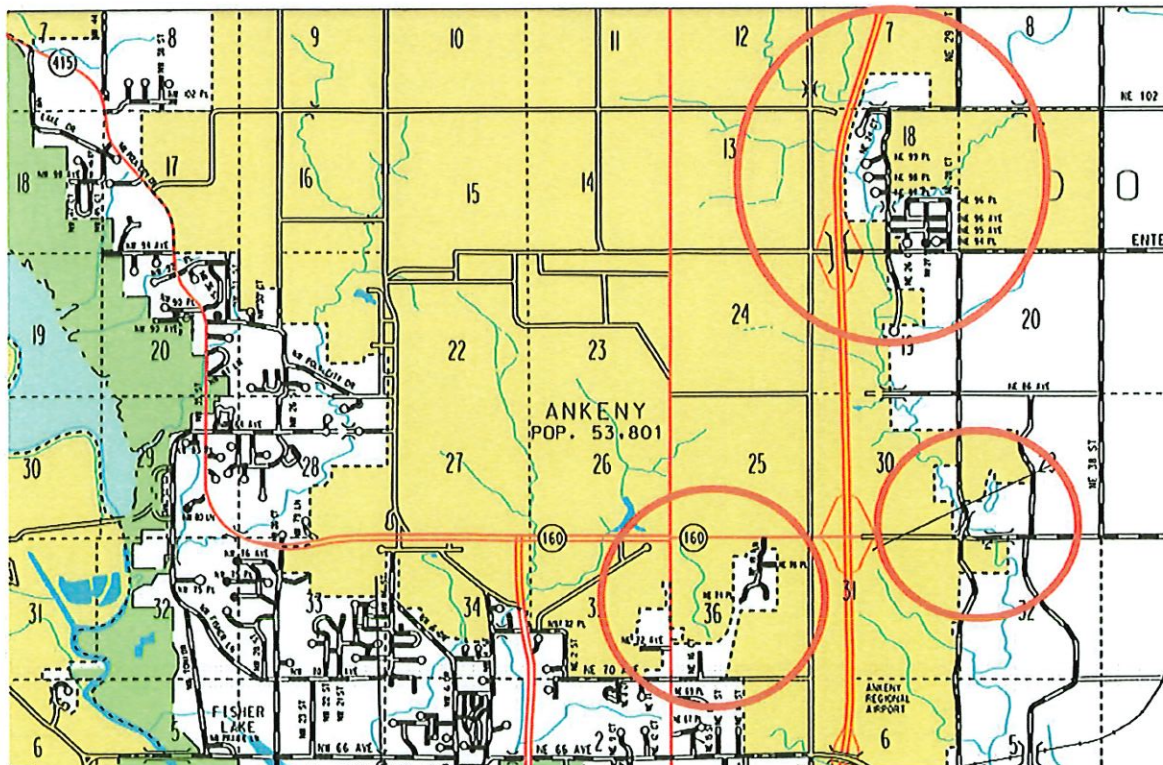
Concerns regarding confusion or delayed response from emergency personals have no merit as Ankeny emergency services already responds to this area due to a previously established agreement. The proposed benefit of city water is not applicable as we are already connected to Des Moines Water Works. The City of Ankeny reported concerns of road maintenance/snow removal, due to not having uniform boundaries. The road is currently maintained by the county and can continue to be done with cooperation from Ankeny and Polk County. There are MULTIPLE areas along the east, south and west borders of Ankeny that have "land islands." I would imagine if these "land islands" already exists within Ankeny then most if not all of these concerns or issues have been addressed before.

With the potential annexation into Ankeny, urban sprawl will continue to run rampant in our state that promotes small town living, values and atmosphere. The 80/20 annexation law will eventually ruin the values, desire, and livelihood of Iowan's who promote and seek agriculture and rural way of life.

Thank you for your time and consideration.

Respectfully,

Kevin and Emily Huss



<https://www.polkcountyiowa.gov/media/almhbgmj/polk-county-map-2020.pdf> (3-26-20)

March 8, 2022

Kelly & Katie Grove
2013 NE 126th Ave
Alleman, IA 50007

March 8, 2022

Eric Jensen
Director of Community Development
1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Email: ejensen@ankenyiowa.gov

Members of the Ankeny Planning and Zoning Commission:

We, Kelly and Katie Grove, are the owners of 2013 NE 126th Ave. We are one of the non-consenting properties being considered for involuntary annexation into the city of Ankeny. We ask for your thoughtful consideration and ultimate rejection of the proposed Hope Kimberley Annexation. We would like to take a moment to outline our feelings and concerns surrounding this matter, and appreciate your attentive consideration of these items.

LOSS OF RURAL LIVING ATMOSPHERE

When seeking a property for our family in August of 2018, we had an unwavering desire for an acreage setting outside of town. We purchased this property on account that it met all of our desires for that type of living. We have two small children, and desire for them to be raised in a country-living atmosphere with wide open space for them to play and grow. The proposed annexation and high-density development would tarnish the integrity of our property, not only for our family, but also future prospective owners. We feel that anyone seeking a multi-acre property, including ourselves, are doing so to specifically be away from densely populated suburban developments. The proposed annexation and resulting developments will bring all of the unwanted characteristics that we sought to be away from when purchasing this parcel of land. Not only will it make our property less desirable for our family, but also will result in decreased property value and property for future prospective owners.

SCHOOL DISTRICTING

We are unclear about how the current school districting would be impacted by the proposed development. We have heard we may remain in the North Polk district, which would be our preference. The smaller school was one of the strong factors that led to our purchasing of this property. Both my husband and I were raised in small Iowa towns, and attended small Iowa schools. We desire the same upbringing for our two young children. However, even if we are able to stay in the North Polk District, our fears are not eliminated. If the new development area, and possibly subsequent future expansions, would also be added to the North Polk District, this would grow the school to numbers higher than we desire for our families. With the utmost respect for the Ankeny school districts and teachers, if we wanted our kids to attend large schools, and live in a densely populated neighborhood, we would have purchased a property within the existing Ankeny city limits. That is not our desire, and we strongly object to being forced into such a situation against our will.

INCREASED TRAFFIC

Developing the proposed areas into densely constructed regions will greatly increase traffic around our property. This not only poses a safety concern for our children, but also will result in frustrations entering and exiting our property, which is located along the major trafficway for these new areas. We have concerns of safely entering and exiting our property. With no turning lanes present, stopping or slowing down in dense traffic to turn into our property causes concern in the event of other drivers being distracted and subsequently hitting our vehicle. The increase in traffic will exponentially increase that risk. Alternately, if turning lanes are added and the road is widened, it will take away a portion of our property, placing our home closer to the busy road. We would also strongly oppose this option. Not only does the increase of traffic pose safety concerns, but also increases road and vehicle noise, decreasing the appeal of our property to us and future owners.

LIGHT POLLUTION

Upon the development of the areas surrounding our property, the inevitable installation of street lights, house lights, and increased vehicle lights all shining onto our property are undesirable, again decreasing the value and pleasant country atmosphere of our property.

CITY ORDINANCES AND REGULATIONS

Annexation into Ankeny city limits will impede upon our current freedom from excessive city ordinances and regulations. We are fearful of the immeasurable costs that loom in the event of city code enforcement. We understand that the current state of our property will be grandfathered in. However, if we desire to further improve or build upon our property in the future, those regulations will make such improvements impossible. Areas of concern cited from the Annexation Petition and Agreement received April 26, 2021 are as follow:

- **Item #6 – “The Titleholder shall connect to City water at their expense for extension of the service line to serve the property...”** We object to costs incurred to connect to new city water lines. We are currently serviced by Des Moines Water Works, and have no objections or issues with their service. The requirement to incur additional expenses to connect to Ankeny city water lines feels excessive and unnecessary.
- **Item #7 – “The Titleholder shall connect to City sewer at their expense for extension of the service line to serve the property at such time as they choose or upon failure of their septic system...”** Upon purchase of a rural property, we feel it is understood by any landowner, current or future, to utilize and maintain a septic system. With proper use and maintenance, it is estimated by Building Advisor’s website that a septic system shall last 20-30 years. We do not have any qualms or concerns with our current septic system, nor do we have any concerns with future maintenance or replacement of said system. We do however, object to our loss of freedom of choice the new requirement would bring. We also have immense concerns of our property being damaged or destroyed in order for new systems to be installed.
- **Item #8 – “The City will not require the paving of driveways in existence as of May 1, 2021 and service existing structures at the time of annexation. After the effective date of the annexation, the City will require driveways to be paved to new structures intended for automobile storage (garages) in accordance with City of Ankeny Zoning regulations.** This requirement is an extremely large concern for us. We currently have over 830 linear feet of driveway. That does not even bring into consideration the square footage of that area. In the event we would like to improve upon our property in the future, the expense of paving that much surface area would immediately prohibit the sheer consideration of any such plans. This requirement alone halts any and all ability to improve upon our property in the future, and traps it into its current state!

A brief review of Ankeny City Codes also generates quality of life concerns and increased expenses in at least, but not limited to, the following sections:

- Chapter 44.05 – Sounds not allowed [*chain saws, lawn and garden equipment, snow removal equipment, dumpster lids, and off-road recreational vehicles are all part of country living*]
- Chapter 41.08 – Barbed wire and electric fences [*we currently have barbed wire fences*]
- Chapter 41.09 – Discharging weapons [*our family, as well as our neighbors' families enjoy safely and recreationally shooting rifles, shotguns, and other firearms on our property*]
- Chapter 41.10 – Throwing and shooting [*we enjoy target shooting with our bow/arrow*]
- Chapter 41.11 – Hunting and Trapping
- Chapter 55.05 - Livestock
- Chapter 56 – Dog and cat licenses required
- Chapter 75 – All -terrain vehicles and snowmobiles
- Chapter 110.05 – Open Burning Restricted [*the extensive amount of brush/tree limb debris that comes with maintaining 4+ acres requires regular safe burning*]
- Chapter 152 – Sidewalk regulations
- Chapter 166 – Trees
- Chapter 167 – Noxious weeds [*a portion of our property is un-mowed natural grasses*]

PROPOSED BENEFITS NOT APPLICABLE

In multiple correspondence documents, it has been proposed repeatedly that this annexation benefits us, the landowners, by increasing our property values as a result of city water and city sewer being brought to our property lines. We strongly disagree with these items as benefits. As previously stated, our property is already serviced by Des Moines Water Works. The perception that we are exclusively serviced by well water is inaccurate, making this proposed benefit not applicable in our case. The second proposed benefit of city sewer is also not viewed by us as a benefit, but rather a hinderance. The installation of city sewer not only tears up our properties, but also requires additional expenses. The costs reach further than the connection cost. There will inevitably be additional amounts incurred to adapt our homes to connect to this new system as well. Ultimately, we recognize no benefits to these services becoming available to us.

INCREASED TAXATION

Owning a 4+ acre property within Ankeny city limits will undoubtedly result in a large tax increase for our family. Upon review of property tax amounts on much smaller properties on the north end of the current city limits, our concerns are generated when we view properties with 0.1-0.2 acres of land and their tax rates are 50% of our current rate. With our property being 40 times larger than theirs, we pray our rates will not increase by a correlating amount! The uneasiness of such an increase is debilitating to us, and regardless of the percentage of increase, would force reallocation of funds in our family budget.

ERRADICATION OF RURAL AREAS, FARMLAND, AND SMALL TOWN IOWA

By allowing large cities, such as Ankeny, to engulf and mass-develop surrounding agricultural ground; rural properties, and small towns - at will - results in the eradication of such beloved areas. We feel there is a point at which it is the duty of the Council to say "NO" to such developers to **preserve** our characteristic "small town Iowa", rolling farmlands, and highly sought after "country living". Acceptance of this expansion sets precedence, and communicates that Ankeny has "no limits". By enveloping current Alleman and Elkhart addressed properties – those small towns will inevitably soon be eradicated, and that would be a great loss for our area and our state.

From our vantage point, the reasons abound to reject this proposed annexation. We do not feel it is right or just for our freedoms and quality of life to be hindered, our properties to be devalued, and our dreams to be eradicated all for the exorbitant financial gain of a large developer. We are all hard-working professionals who put in the hours to be able to purchase, revitalize, and maintain multi-acre properties outside of city limits. We were intentional with our purchase, and we do not take kindly to being strong-armed into losing our dreams for our family. This is extremely personal for us. We recognize you have an incredibly challenging task of trying to make everyone happy, and we very much respect and appreciate the consideration you are putting into this matter. We ask that you not take our rejections lightly, and that you thoughtfully consider each of the items outlined by both ourselves, as well as our neighbors. We deeply love our little pieces of the American dream, and we ask you to preserve them, as our properties fate's are in your hands.

Thank you kindly,

Kelly & Katie Grove



Ankeny
1802 SE Delaware #103
Ankeny, IA 50021
(515) 964-2078
(515) 453-6678 Fax
www.iowarealty.com

April 26, 2021

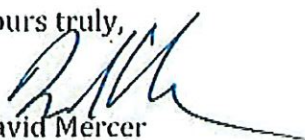
Katie and Kelly Grove
2013 NE 126th Ave.
Alleman, IA 50007

Dear Katie and Kelly:

Enclosed, please find a request from Mr. Eric Cartens, Planning Administrator for the City of Ankeny regarding the annexation process the City of Ankeny will undertake. As you can see from the email sent to us, he is asking that all property owners effected by the annexation sign the enclosed petition and agreement and return it to the city.

I sincerely hope that you do so, but if you have questions regarding, please contact Mr. Cartens or myself and we will try to answer your questions or concerns.

Yours truly,



David Mercer

Sansgaard - DRA Annexation

Eric Carstens <ECarstens@Ankenylowa.gov>

Thu 4/22/2021 4:35 PM

To: David Mercer <dmercer@iowarealty.com>; Tara Meredith [US] <taram@albaughllc.com>

Cc: 'Dean Roghair' <DeanR@cda-eng.com>; Eric Jensen <EJensen@Ankenylowa.gov>; Jake Heil <JHeil@Ankenylowa.gov>

9 attachments (1 MB)

A. Abuhl.pdf; C & I Seuntjens.pdf; Haus.pdf; K & E Huss.pdf; K & K Grove.pdf; S & B Klein.pdf; Van Dyke.pdf; W & K Abuhl.pdf; W. Abuhl.pdf;

David and Tara,

Attached are annexation petitions and agreements for the acreages surrounding the larger properties already petitioned for annexation. These acreages will need to be included as part of the larger annexation and the more property owners consenting to the annexation, the smoother the annexation process should go. Please present these petitions and agreements to the adjacent property owners and ask them to sign and return to the City. We hope to begin the annexation process in the next couple of weeks.

Please let us know if you have any questions.

Thanks.

Eric Carstens, AICP | Planning Administrator

Community Development - Planning

1210 NW Prairie Ridge DR

Ankeny, IA 50023-1564

ph/fx/txt: 515-963-3559



WHEN RECORDED RETURN TO: City of Ankeny, Iowa, Attn: City Clerk, 410 W First Street, Ankeny, IA 50023

Preparer Information: Amy S. Beattie, 550 39th Street, Suite 200, Des Moines, IA 50312 (515) 274-1450

SPACE ABOVE THIS LINE FOR RECORDER

ANNEXATION PETITION AND AGREEMENT

BE IT REMEMBERED, on this _____ day of _____, that this agreement was made by and between THE CITY OF ANKENY, IOWA, herein after referred to as City, and KELLY AND KATIE GROVE herein after referred to as Titleholder of developed residential property.

Whereas, the Titleholder is the record titleholder of developed residential real property legally described as:

W 312F E 1407F N 637F N 3/4 NE 1/4 LESS RD SEC 36-81-24 (Polk County GeoParcel Number 812436226001) CONTAINING 4.240 ACRES MORE OR LESS

Whereas, the Titleholder hereby makes application for annexation of the above described real property to the City of Ankeny, with certain conditions; and

Whereas, the City will agree, by resolution, to accept the annexation of the above described real property under the following terms and conditions applicable only to developed residential property;

Now, therefore, the following is hereby agreed to by the parties:

1. The undersigned Titleholder of the above described territory, adjoining the City of Ankeny, Iowa, hereby makes application to the Mayor and City Council to assent by resolution to such property becoming a part of the City of Ankeny, Iowa.
2. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility to dedicate for public use all necessary street right-of-ways and utility easements in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

3. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility to provide for all necessary storm drainage within the subdivision plat or plat of survey in accordance with the requirements of the existing ordinances at the time of development within the City.
4. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Titleholder of said real estate.
5. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes. The Titleholder or their heirs and assigns shall abide by the terms and conditions of said ordinances as a condition to the requested annexation.
6. The Titleholder shall connect to City water at their expense for extension of the service line to serve the property, at such time as they choose or upon failure of their well, if applicable, whichever shall first occur, unless otherwise required by Polk County Health Ordinances. Titleholder's well shall be deemed to have failed when it no longer provides safe potable water for human consumption. In all events, said water main must be within one hundred feet (100') of Titleholder's parcel boundary before connection shall be required. At the time of the connection the Titleholder shall apply for a City of Ankeny plumbing permit. Additionally the Titleholder shall pay the normal City water tap fee due and pay for a water meter with the plumbing permit. Any established water connection fees or special water main assessments shall not be charged to the Titleholder.

The City agrees that that if the Titleholder should connect to the City Water System for domestic water consumption that the Titleholder may continue to use their private well, if applicable, for lawn irrigation, to fill an outdoor pool, or for other purposes other than for human consumption unless otherwise prohibited by Polk County Health Ordinances or until the well is deemed to no longer provide safe water for these purposes.

7. The Titleholder shall connect to City sanitary sewer at their expense for extension of the service line to serve the property at such time as they choose or upon failure of their septic system, whichever shall first occur, unless sooner required by Polk County Health Ordinances; provided that in all events said sewer line must be within three hundred feet (300') of Titleholder's parcel boundary before connection shall be required. At the time of the connection the Titleholder shall apply for a City of Ankeny plumbing permit. Additionally the Titleholder shall pay the normal City sewer tap fee with the plumbing permit. Any established sanitary sewer connection fees or special sanitary sewer assessments shall not be charged to the Titleholder.
8. The City will not require the paving of driveways in existence as of May 1, 2021 and serving existing structures at the time of the annexation. After the effective date of the annexation, the City will require driveways to be paved to new structures intended for automobile storage (garages) in accordance with City of Ankeny Zoning regulations.

9. The City zoning and nuisance requirements will go into affect upon annexation. The City agrees that existing uses and structures would be classified as legal conforming or legal non-conforming depending on their configuration, operation and treatment in the current City codes.

This Agreement shall run with the real property and shall be binding upon the Titleholder and their successors, heirs and assigns.

In witness whereof, the City of Ankeny has caused this Agreement to be duly executed in its name and on behalf by its Mayor and its seal to be hereunto duly fixed and attested by its City Clerk. The Titleholder(s) have caused this Agreement to be executed by its authorized representative.

DATED at Ankeny, Iowa, this _____ day of _____, 2021.

TITLEHOLDER:

CITY OF ANKENY, IOWA

By:

Kelly Grove

Gary Lorenz, Mayor

ATTEST:

By:

Katie Grove

Denise L. Hoy, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared GARY LORENZ and DENISE L. HOY, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the _____ day of _____, 2021, and the said GARY LORENZ and DENISE L. HOY acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On this _____ day of _____, 2021, before me, a Notary Public in and for Polk County, personally appeared Kelly Grove, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On this _____ day of _____, 2021, before me, a Notary Public in and for Polk County, personally appeared Katie Grove, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for the State of Iowa

NOTICE TO PROPERTY OWNERS

Notice is hereby given that the City Council of the City of Ankeny, Iowa intends to construct major sanitary sewer facilities in specified areas throughout the City, and has caused to be placed on file for public inspection in the office of the City Clerk a proposed connection fee ordinance establishing the Fourmile Creek Trunk Sewer Connection District 2, pursuant to which ordinance a connection fee would be imposed upon the owners of properties within said District who make application to connect their properties to the sanitary sewer utility of the City.

The City Council will meet at 5:30 P.M. on the 3rd day of May, 2021, at the Ankeny Kirkendall Public Library - City Council Chambers, 1250 SW District Drive, Ankeny, at which time a public hearing will be held on the proposed connection fee ordinance.

Interested persons can join the meeting electronically by the following methods:

Join from PC, Mac, Linux, iOS or Android: <https://meetings.ringcentral.com/j/1481631711>
For the best audio experience, please use computer audio.

Or iPhone one-tap :

US +1(720)9027700,,1481631711# (US Central)

Or Telephone:

US: +1(720)9027700 (US Central) Meeting ID: 148 163 1711

There will be a limited number of seats available to attend the meeting to those who register with the City Clerk by emailing dhoy@ankenyiowa.gov or by calling 515-965-6405 before 3 PM the day of the meeting. All comments submitted no later than 3:00 P.M. the day of the meeting shall be made part of the hearing.

The owners of properties within the proposed Sewer Connection Fee District or any other person having an interest in said matter, may appear and be heard for or against the boundaries of the proposed Sewer Connection Fee District, or the proposed connection fees. A property owner will be deemed to have waived all objections unless at the time of the hearing the property owner has filed objections with the City Clerk.

Description of Improvements Constructed

The improvements are known as the "Fourmile Creek Trunk Sewer Extension" (hereinafter referred to as the "Project") and consist generally of the following:

Installing an estimated 4,025 lineal feet of trunk sewer with a diameter ranging from 15-inches to 18-inches.

General Description of Sewer Connection Fee Districts

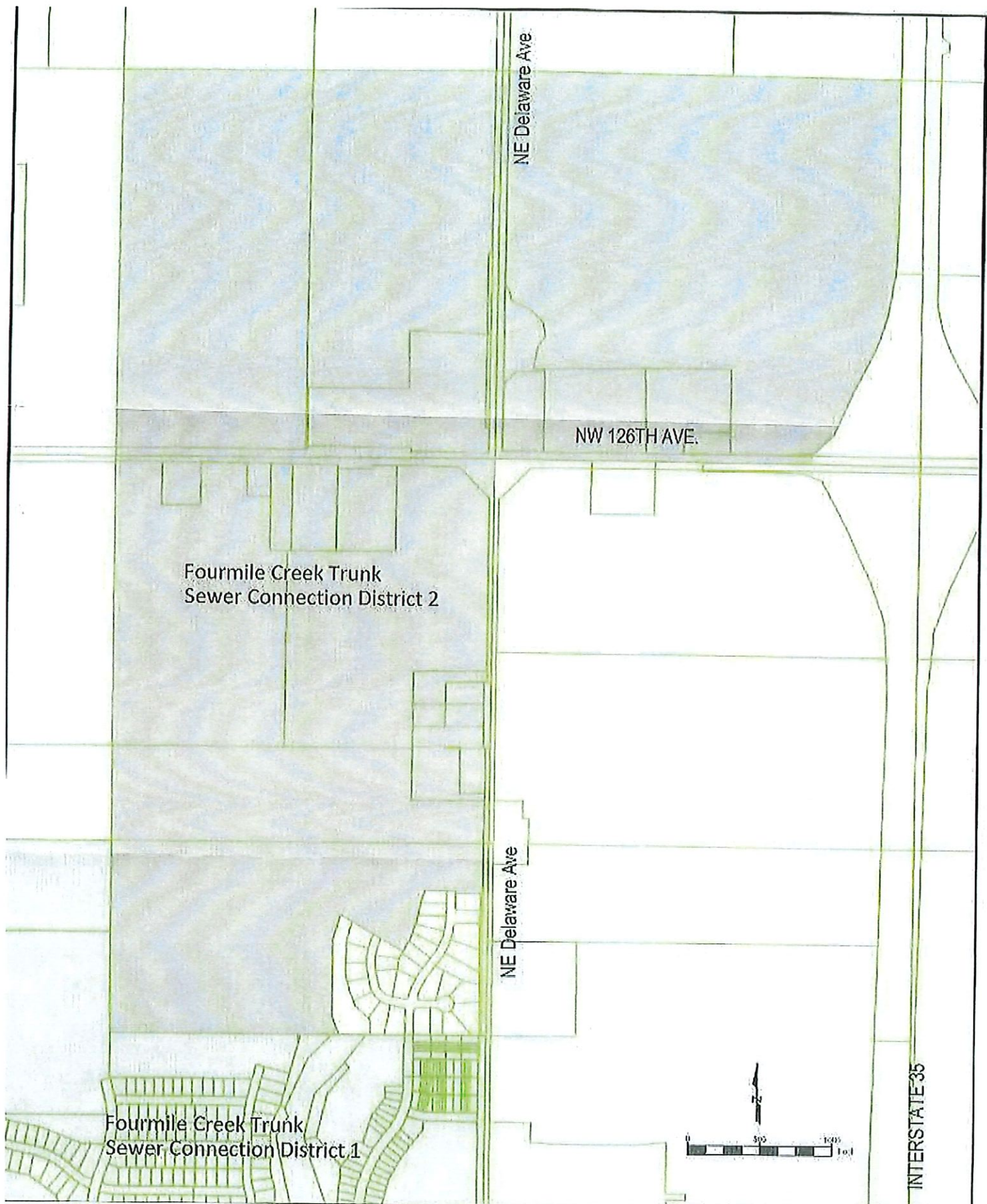
A copy of the proposed ordinance establishing the Fourmile Creek Trunk Sewer Connection District 2 outlining the connection fee for the Connection Fee District has been

This notice is given by authority of the Council of the City of Ankeny, Iowa as provided in Section 384.38(3) of the Code of Iowa, 2019, as amended.

Dated this 5th day of April, 2021.

City Clerk

To be published in the Des Moines Register on April 9, 2021.



Four Mile Sanitary Sewer Connection District 2 Area

My sisters and I were approached by Randy Shima that there was a proposal stating that Ankeny wanted to annex our land. He sent us the papers which stated that it was an 80/20 proposal and if 80% or more of the land owners were for the annexation it would pass.

After consideration, we signed and notarized the documents for annexation and continue to be for this proposal.

Kathie Olenius (Curt Olenius)

Dennis Jones (Peggy Jones)

RECEIVED

By Brenda Fuglsang at 10:31 am, Apr 07, 2022

My husband & I are certainly
for Ankeny to annex our property.
The papers have been signed
& notarized

Thank you for your
consideration

Wayne & Karen Tweed
15498 NE 22nd St.
Harley, IA 50124

RECEIVED

APR 15 2022

CITY OF ANKENY

April 15, 2022

Ankeny City Council
Office of the City Clerk
410 W. First Street
Ankeny, Iowa 50023

Dear councilors,

We write in objection to the annexation to the northeast quadrant of Ankeny as requested by Hope Kimberly LLC.

We reside in a corridor adjacent to the area applying for voluntary annexation. We are residents and property owners at 2180 NE 134th Avenue located at the corner of 134th Avenue and 22nd Street. We have lived here since 22nd Street and 134th Avenue were gravel roads.

We know that most of this area will someday be urbanized; we would rather be annexed to become part of Alleman than Ankeny.

Developers often list the array of wonderful advantages to urbanization without detailing the negative outcomes. We do not wish to be surrounded by housing areas that are as ugly as those currently being erected in North Ankeny. Based on past construction decisions, there appears to be no concern for aesthetics.

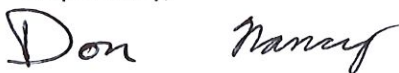
Activities that follow annexation, from our perspective, would lower our quality of our life rather than increase it. We're not in an area that needs sidewalks to our neighbor's house, nor is there a need for streetlights with the current building and yard lights, and lights from automobiles and machinery. We have excellent power service from Consumer's Energy and are satisfied with the supply and service we have with the rural water system. Septic systems continue to be appropriate. Adding a new sewer system will add a high-cost maintenance system.

Noise pollution that comes from increased population and traffic is a concern for us. It is not only the noise level but also the constancy of the noise. We enjoy the sounds of the quiet countryside; although we have learned to live with the background noise of the interstate.

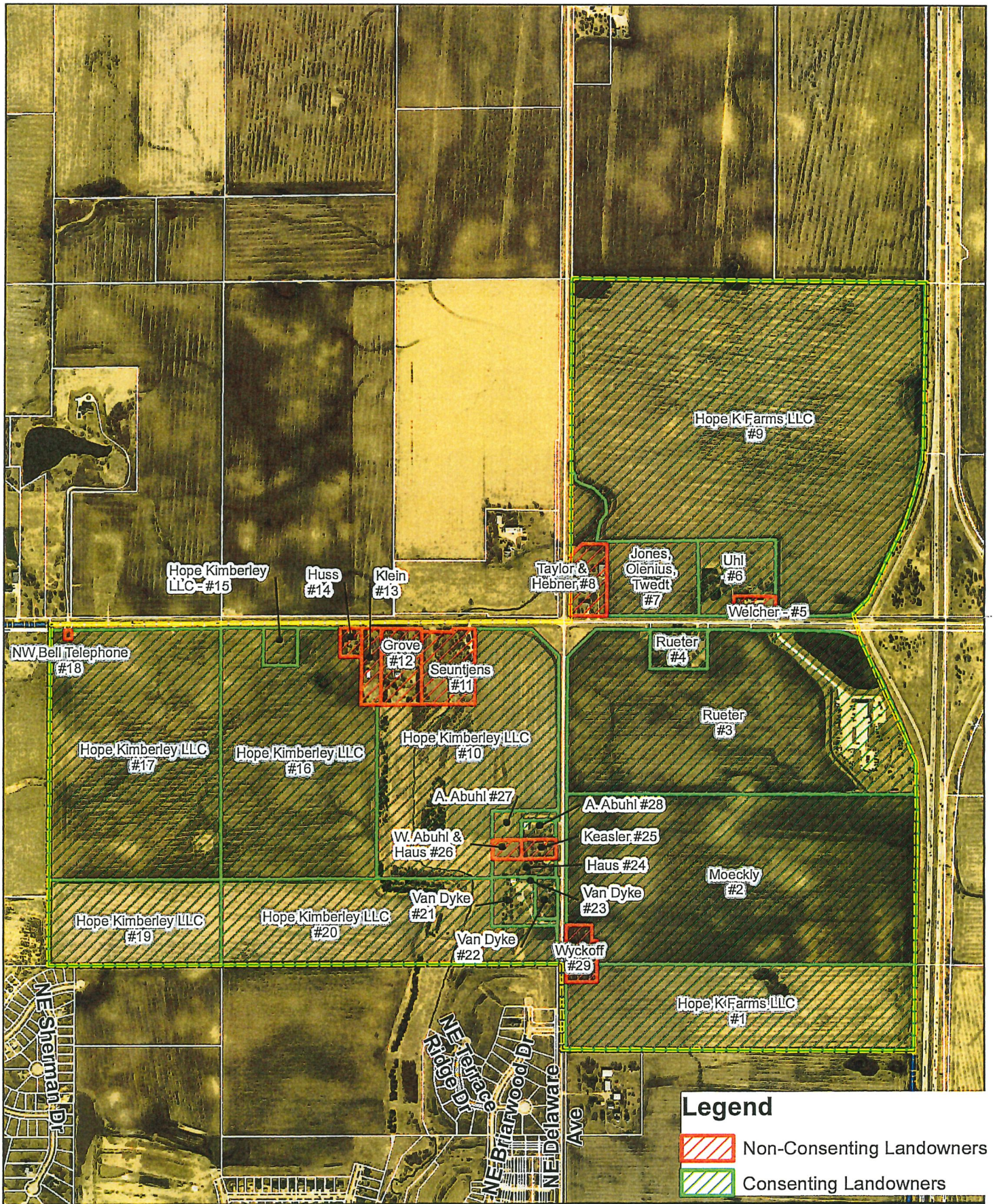
We choose to not give up our privacy, and we know that annexation will decrease our rights as property owners. No longer would we be able to make our own decisions about land use or activities that take place on our land. We are opposed to living under a whole new bevy of regulations.

We are thankful that we are given the opportunity to express these concerns. Please make this decision with great care. Good farm land that is covered with concrete will never again serve to help feed the world.

Respectfully,

The block contains two handwritten signatures in cursive script. The first signature is 'Don' and the second is 'Nancy'.

Don and Nancy Miller
2180 NE 134th Avenue
Alleman, Iowa 50007
515/964-8669



1 inch = 950 feet
Date: 3/17/2022

Hope Kimberley LLC Annexation Landowners



ROLL CALL			
Plan & Zoning Commission			
Ankeny, IA			
Date	<u>May 3, 2022</u>		
Ayes	<u>6</u>	Nays	<u>1</u>
Abstain	<u>—</u>	Absent	<u>—</u>
APPROVED			
<u>G. Hunter</u>		Chairperson	
<u>B. Gugsang</u>		Secretary	

Kevin and Emily Huss
1957 NE 126 AVE
Alleman, IA 50007

June 6, 2022

Ankeny City Council:
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

To Whom it May Concern:

My wife, Emily, and I are property owners in the proposed Hope Kimberly Development Annexation into Ankeny. We are asking you to deny the involuntary annexation of our property. The 80/20 annexation law is being used to strong hold small land owners into city limits. Hope Kimberly Development was unable to reach 80% voluntary annexation with the land south of NE 126th Avenue and had to purchase more land north of NE 126th Avenue to impose the 80/20 annexation law in turn giving small land owners no choice.

I was raised on a farm and my wife grew up in small town Iowa. We wanted to incorporate the small-town atmosphere and country living into how we raised our children. When looking at properties to make into our home this was the first priority on our list and a nonnegotiable. The purposed annexation will cause high-density housing right next to our acreage and ultimately diminish the beauty of our property and potentially its value. We choose to buy our home due to its location and small-town atmosphere and we would be forced into a large city that is continuing to grow. Although I am sure the City of Ankeny and the Ankeny School District are wonderful, it is not where I or the other 5 property owners chose to live and have our children go to school. If I wanted to live within Ankeny or have my children attend Ankeny schools, I would have looked for property to buy within Ankeny/Ankeny School District and not use the law to strong hold others into something they don't want. Although our property is within the North Polk School District, we have concern it will change once the annexation takes place.

Not only would the annexation increase our taxes, but it would cause several other negative effects to current residents. It is likely NE 126th Avenue would need to be converted to a four-lane road to handle to amount of traffic, which would take more of our land. The increase in traffic would cause an increase in car accidents, overall traffic congestion and noise level. We also have concerns regarding the installation of sidewalks and other requirements by the city. It is our understanding we will be responsible for paying for construction, maintenance and repair of the sidewalks and other requirements put on us by the city. This is an extreme financial burden for something we don't want.

Annexation would provide little to no benefit and ultimately go against Iowa's promotion of small town living and agriculture. We have a septic system that we provided continuous maintenance to. The cost of maintenance on our septic system and even potential replacement in the future would cost less than hooking up to the new system and monthly fees. We were informed that if future owners of our property wanted to connect to the sewer district, they would have the opportunity to do so, and ultimately future buyers would be made aware prior to purchase this property that it on septic system.

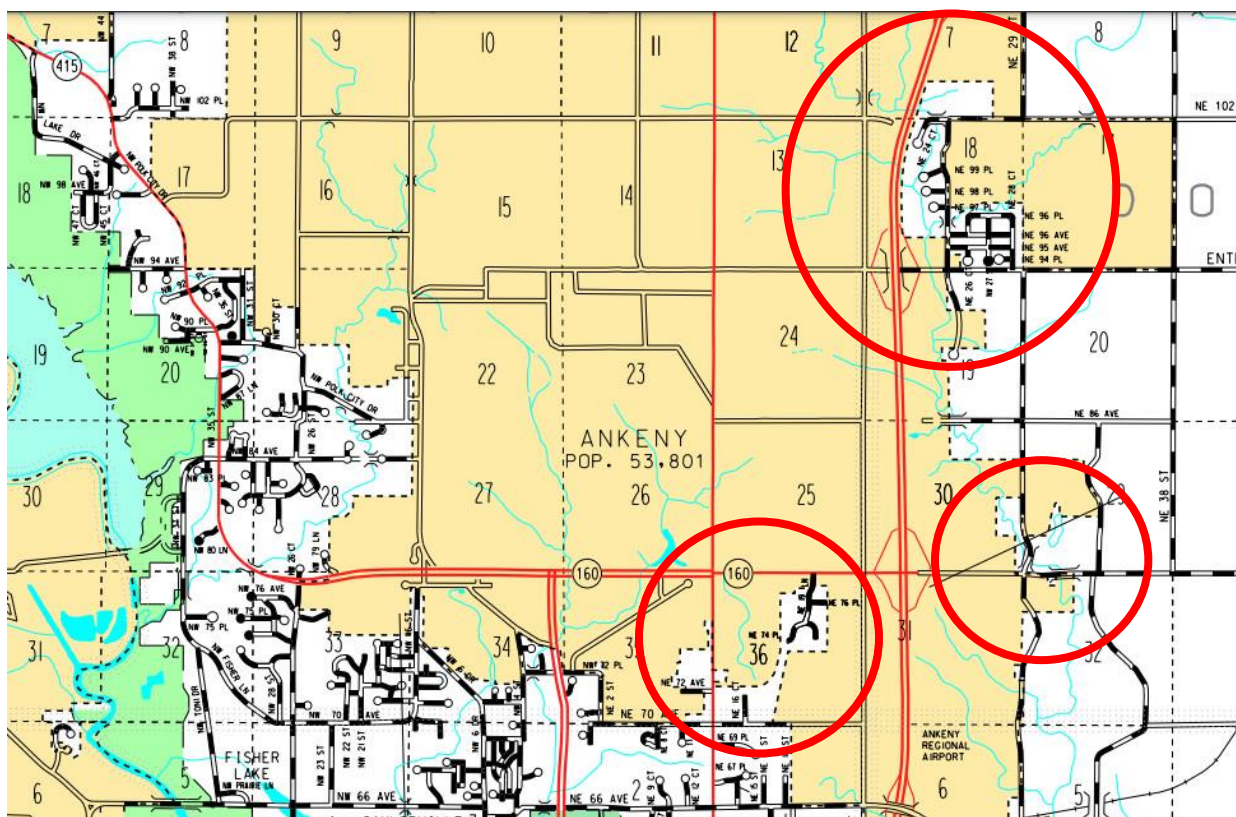
Concerns regarding confusion or delayed response from emergency personals have no merit as Ankeny emergency services already responds to this area due to a previously established agreement. The proposed benefit of city water is not applicable as we are already connected to Des Moines Water Works. The City of Ankeny reported concerns of road maintenance/snow removal, due to not having uniform boundaries. The road is currently maintained by the county and can continue to be done with cooperation from Ankeny and Polk County. There are MULTIPLE areas along the east, south and west borders of Ankeny that have “land islands.” I would imagine if these “land islands” already exists within Ankeny then most if not all of these concerns or issues have been addressed before.

With the potential annexation into Ankeny, urban sprawl will continue to run rampant in our state that promotes small town living, values and atmosphere. The 80/20 annexation law will eventually ruin the values, desire, and livelihood of lowan’s who promote and seek agriculture and rural way of life.

Thank you for your time and consideration.

Respectfully,

Kevin and Emily Huss



<https://www.polkcountyiowa.gov/media/almhbgmj/polk-county-map-2020.pdf> (3-26-20)

June 1, 2022

City of Ankeny
City Clerks Office
410 West First Street
Ankeny, Iowa

RECEIVED

JUN 02 2022

CITY OF ANKENY

RE: Hope Kimberly Annexation

Dear City of Ankeny:

We are in favor of the Hope Kimberly Annexation into the City of Ankeny.

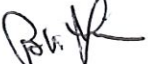
We own two 40 acre farms in the immediate area.

The east 40 acres is legally described as the SE1/4 of the NE1/4 of Section 25-81-24. It lays along the west side of NE22nd Street across the street to the NW from the proposed annexation.

The west 40 acres is legally described as the SW1/4 of the NW1/4 of Section 25-81-24. It lays along the east side of Highway 69.

Hope Kimberly, LLC owns 100 acres in between our two 40 acre tracts.

In summary, the City of Ankeny has the capability to bring sanitary sewer and other public services to the area. We are in favor of the proposed Hope Kimberly Annexation into the City of Ankeny.

Respectfully,  

Brian & Kelli Linnemeyer
BK Linnemeyer Trust



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-52: Proposed Bellagio Park Improvements

EXECUTIVE SUMMARY:

The Bellagio Park Improvements project includes grading, utilities, installation of PCC paving, and permanent seeding.

Other associated improvements include subgrade preparation, subdrain, water service, drinking fountain installation, pea gravel, PCC playground maintenance edge, PCC basketball court, open shelter structure, erosion control, temporary traffic control, pavement markings, basketball hoop installation and miscellaneous associated work necessary to

complete the project.

The bid opening for this project was held on Tuesday, May 31, 2022. Three (3) bids were received as

follows:

1. Howrey Construction Inc \$296,850.00
2. Caliber Concrete LLC \$298,180.00
3. Shekar Engineering \$307,374.90

The Engineer's Estimate for the project was \$288,175.00. The low bid was approximately 3% above the estimate. Parks & Recreation staff reviewed the bid results both internally and with the project's engineering consultant. It is recommended that the project be awarded to Howrey Construction from Rockwell City, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no later than June 27, 2022 and shall fully complete the overall project by November 18, 2022.

FISCAL IMPACT: No

This project is included in the current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost (\$ 288,175.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the Bellagio Park Development project.
3. Receive and file the report of bids received on May 31, 2022.
4. Approve Resolution, making award of construction contract to Howrey Construction LLC, of Rockwell City, Iowa.
5. Approve Resolution, approving contract and bonds with Howrey Construction LLC in the amount of \$ 296,850.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

May 2, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as May 31, 2022, and setting the public hearing date as June 6, 2022.

PUBLIC OUTREACH EFFORTS:

A project information letter was sent to adjacent property owners and residents on inviting them to a neighboring meeting on March 3, 2022 where they were able to provide input and select the park's playground components.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-52.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2022-52

5:30 P.M.

JUNE 6, 2022

PROPOSED BELLAGIO PARK IMPROVEMENTS

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the Bellagio Park Improvements project. Notice of this hearing was published in the Des Moines Register on the 20th day of May, 2022.

Mayor:

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

City Clerk:

None in the Clerk’s Office

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2022-52.

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE BELLAGIO PARK IMPROVEMENTS", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE BELLAGIO PARK IMPROVEMENTS

WHEREAS, on the 2nd day of May, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Bellagio Park Improvements; and

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

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

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

PASSED AND APPROVED this 6th day of June, 2022.

Mayor

ATTEST:

City Clerk



BID LETTING

10:30 A.M.

MAY 31, 2022

BELLAGIO PARK IMPROVEMENTS

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

Nick Lenox, Parks & Recreation Director

Project Estimate of Cost \$ 288,175~

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) _____	<u>Shekar Engineering P.L.C.</u> <u>2000 MLK Pkwy #200</u> <u>Des Moines IA 50310</u>	<u>307,375.10</u>	_____
2) _____	<u>Howrey Construction</u> <u>316 Austin Street</u> <u>Rockwell City IA 50579</u>	<u>296,825~</u>	_____
3) _____	<u>Caliber Concrete LLC</u> <u>309 Audubon St</u> <u>Adair IA 50002</u>	<u>298,180~</u>	_____
4) _____	_____	_____	_____
5) _____	_____	_____	_____
6) _____	_____	_____	_____

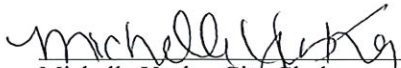
*Apparent Low Bidder

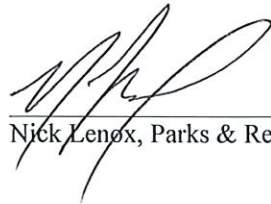
Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____
13) _____	_____ _____ _____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of June 6, 2022 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Nick Lenox, Parks & Recreation Director

TABULATION OF BIDS

Bellagio Park Improvements
City of Ankeny - Parks & Recreation
May 31, 2022, 10:00 am

ITEM	DESCRIPTION	UNIT	QTY	ENGINEER'S ESTIMATE		1 HOWREY CONSTRUCTION INC		2 CALIBER CONCRETE LLC		3 SHEKAR ENGINEERING PLC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	GENERAL PROVISIONS										
1.1	Mobilization / Construction Fence	LS	1	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$27,250.00	\$27,250.00	\$9,000.00	\$9,000.00
	EARTHWORK										
2.1	Grading	LS	1	\$17,000.00	\$17,000.00	\$26,000.00	\$26,000.00	\$47,350.00	\$47,350.00	\$27,500.00	\$27,500.00
2.2	Pea Gravel Subbase, 6" depth	TN	150	\$100.00	\$15,000.00	\$60.00	\$9,000.00	\$50.00	\$7,500.00	\$59.95	\$8,992.50
2.3	Rip Rap	TN	100	\$75.00	\$7,500.00	\$110.00	\$11,000.00	\$75.00	\$7,500.00	\$71.50	\$7,150.00
	STORM SEWER										
3.1	4" Subdrain	LF	135	\$15.00	\$2,025.00	\$75.00	\$10,125.00	\$30.00	\$4,050.00	\$19.25	\$2,598.75
3.2	10" CMP Pipe	LF	50	\$50.00	\$2,500.00	\$95.00	\$4,750.00	\$50.00	\$2,500.00	\$106.85	\$5,342.50 *
3.3	Outlet Protection	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$55.00	\$55.00
	WATER SERVICE										
4.1	1" Water Line	LF	350	\$35.00	\$12,250.00	\$25.00	\$8,750.00	\$42.00	\$14,700.00	\$71.50	\$25,025.00
4.2	Curb Stop	LS	1	\$2,000.00	\$2,000.00	\$3,150.00	\$3,150.00	\$1,000.00	\$1,000.00	\$550.00	\$550.00
4.3	Drinking Fountain - Installation Only	LS	1	\$2,500.00	\$2,500.00	\$2,650.00	\$2,650.00 *	\$3,000.00	\$3,000.00	\$2,750.00	\$2,750.00
4.4	Irrigation Pit w/ 1" Isolation Valve and Blowoff	LS	1	\$3,000.00	\$3,000.00	\$6,825.00	\$6,825.00	\$1,200.00	\$1,200.00	\$3,850.00	\$3,850.00
	SITE ITEMS										
5.1	20' x 20' Open Shelter & Footings	LS	1	\$35,000.00	\$35,000.00	\$12,500.00	\$12,500.00	\$40,025.00	\$40,025.00	\$18,376.15	\$18,376.15
	PAVEMENT										
6.1	5" depth PCC Sidewalk	SF	12950	\$8.00	\$103,600.00	\$6.50	\$84,175.00	\$4.40	\$56,980.00	\$8.80	\$113,960.00
6.2	5" depth PCC Basketball Court	SF	4200	\$8.00	\$33,600.00	\$5.50	\$23,100.00	\$7.00	\$29,400.00	\$8.05	\$33,810.00
6.3	PCC Maintenance Curb for Playground	LF	260	\$20.00	\$5,200.00	\$85.00	\$22,100.00	\$100.00	\$26,000.00	\$69.00	\$17,940.00
6.4	Basketball Goal Footing and Installation of Hoop	EA	2	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00	\$2,500.00	\$5,000.00	\$2,875.00	\$5,750.00
	SURFACE RESTORATION										
7.1	Standard Seed Mix	LS	1	\$3,500.00	\$3,500.00	\$11,825.00	\$11,825.00	\$6,875.00	\$6,875.00	\$11,500.00	\$11,500.00
7.2	Prairie Seed Mix	LS	1	\$8,000.00	\$8,000.00	\$7,900.00	\$7,900.00	\$4,650.00	\$4,650.00	\$8,625.00	\$8,625.00
7.3	Erosion Control	LS	1	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$12,700.00	\$12,700.00	\$4,600.00	\$4,600.00
TOTAL BASE BID:					\$288,175.00		\$296,850.00 *		\$298,180.00		\$307,374.90 *
BID SECURITY:							10%		10%		10%

Notes

* Total Price and Total Base Bid Amounts adjusted based on Unit Price and Quantity.

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

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE BELLAGIO PARK IMPROVEMENTS

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Bellagio Park Improvements, described in the plans and specifications heretofore adopted by this Council on June 6, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Howrey Construction, LLC of Rockwell City, Iowa

Amount of bid: \$296,850.00

Portion of project: All construction work

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

PASSED AND APPROVED this 6th day of June, 2022.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE BELLAGIO PARK IMPROVEMENTS", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

**RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE BELLAGIO PARK IMPROVEMENTS**

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Bellagio Park Improvements, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

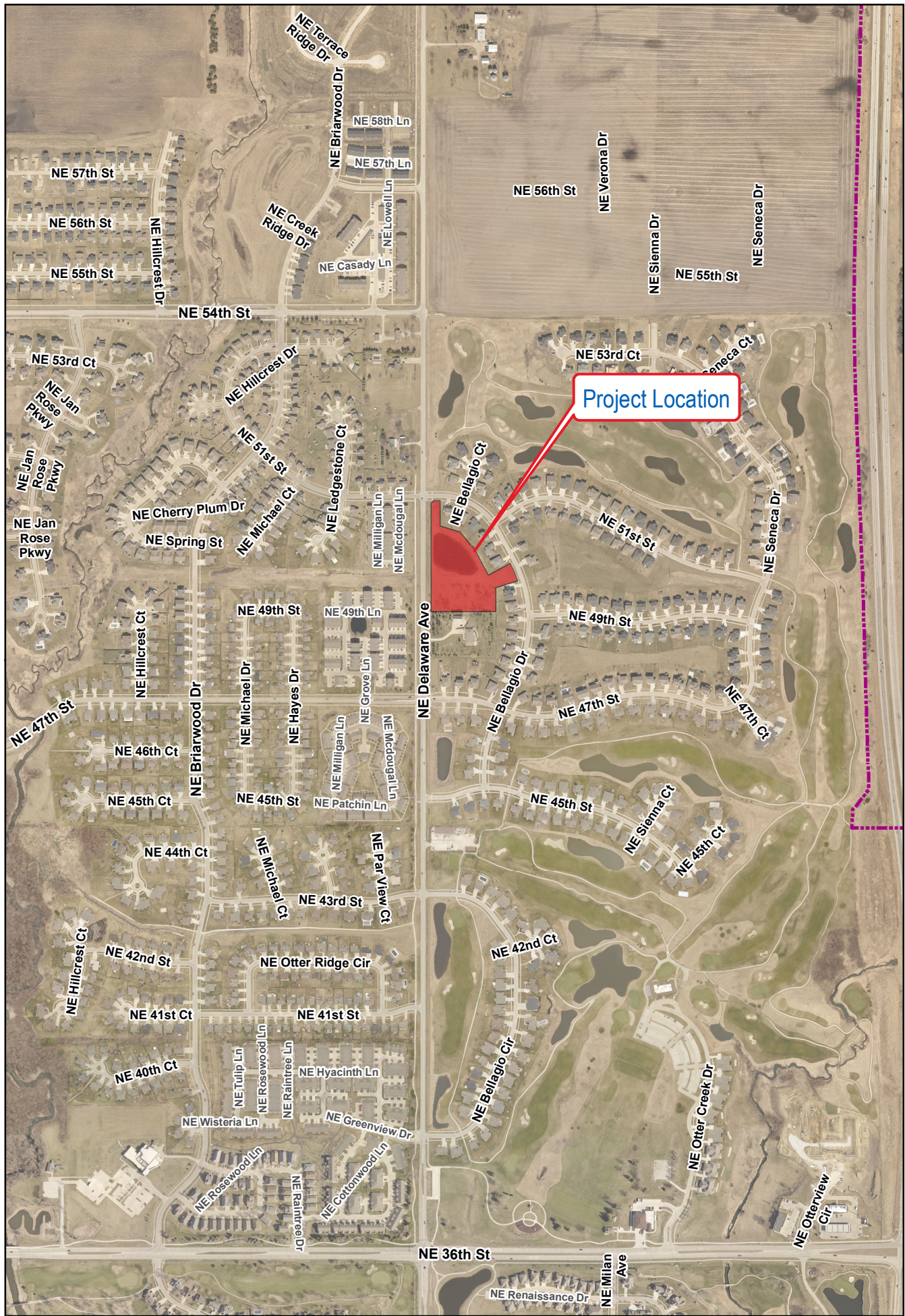
Contractor:	<u>Howrey Construction, LLC</u>	of	<u>Rockwell City, Iowa</u>
Amount of bid:	<u>\$296,850.00</u>		
Bond surety:	_____		
Date of bond:	_____		
Portion of project:	<u>All construction work</u>		

PASSED AND APPROVED this 6th day of June, 2022.

Mayor

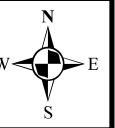
ATTEST:

City Clerk



PARKS
&
RECREATION

1 in = 800 ft
Date: 4/25/2022



Bellagio Park
Map is for Location Purposes Only



CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 6th day of June, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Howrey Construction, Inc., 316 Austin Street, Rockwell City, IA 50579, hereinafter called the "Contractor."

WITNESSETH:

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

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

BELLAGIO PARK IMPROVEMENTS

Project improvements include grading, utilities, installation of PCC paving, and permanent seeding.

Other associated improvements include subgrade preparation, subdrain, water service, drinking fountain installation, pea gravel, PCC playground maintenance edge, PCC basketball court, open shelter structure, erosion control, temporary traffic control, pavement markings, basketball hoop installation 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 Two Hundred and Ninety-six Thousand, Eight Hundred and Fifty DOLLARS (\$296,850.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the project no later than **November 18, 2022**. Fully complete shall be defined as work completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

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

JURISDICTION:

By: Mark E. Holm, Mayor

(Seal)

ATTEST:

Michelle Yuska, City Clerk



CONTRACTOR:

Howrey Construction, Inc.

Contractor

By: [Signature]

Signature

President

Title

316 Austin Street

Street Address

Rockwell City, IA 50579

City, State, Zip Code

712-297-8182

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 9 1 1 - 9 5 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:

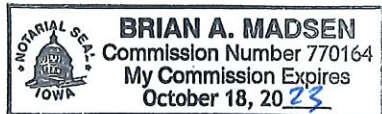
1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGEMENT

State of Iowa)
) SS
Polk County)

On this 1 day of June, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lucas Howrey and _____, to me known, who, being by me duly sworn, did say that they are the President, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Lucas Howrey 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 Iowa
My commission expires October 18, 2023



PARTNERSHIP ACKNOWLEDGEMENT

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 ACKNOWLEDGEMENT

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 ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	GENERAL PROVISIONS				
1.1	Mobilization / Construction Fence	LS	1	\$40,000.00	\$40,000.00
	EARTHWORK				
2.1	Grading	LS	1	\$26,000.00	\$26,000.00
2.2	Pea Gravel Subbase, 6" Depth	TN	150	\$60.00	\$9,000.00
2.3	Rip Rap	TN	100	\$110.00	\$11,000.00
	STORM SEWER				
3.1	4" Subdrain	LF	135	\$75.00	\$10,125.00
3.2	10" CMP Pipe	LF	50	\$95.00	\$4,750.00
3.3	Outlet Protection	LS	1	\$1,000.00	\$1,000.00
	WATER SERVICE				
4.1	1" Water Line	LF	350	\$25.00	\$8,750.00
4.2	Curb Stop	LS	1	\$3,150.00	\$3,150.00
4.3	Drinking Fountain Installation	LS	1	\$2,650.00	\$2,650.00
4.4	Irrigation Pit W/ 1" Isolation Valve and Blowoff	LS	1	\$6,825.00	\$6,825.00
	SITE ITEMS				
5.1	20' x 20' Open Shelter & Footings	LS	1	\$12,500.00	\$12,500.00
	PAVEMENT				
6.1	5" Depth PCC Sidewalk	SF	12,950	\$6.50	\$84,175.00
6.2	5" Depth PCC Basketball Court	SF	4,200	\$5.50	\$23,100.00
6.3	PCC Maintenance Curb for Playground	LF	260	\$85.00	\$22,100.00
6.4	Basketball Goal Footing & Installation of Hoop	EA	2	\$3,500.00	\$7,000.00
	SURFACE RESTORATION				
7.1	Standard Seed Mix	LS	1	\$11,825.00	\$11,825.00
7.2	Prairie Seed Mix	LS	1	\$7,900.00	\$7,900.00
7.3	Erosion Control	LS	1	\$5,000.00	\$5,000.00

TOTAL CONTRACT AMOUNT = \$296,850.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Howrey Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), 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 Two Hundred and Ninety-six Thousand, Eight Hundred and Fifty DOLLARS (\$296,850.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 6th day of June, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

BELLAGIO PARK IMPROVEMENTS

Project improvements include grading, utilities, installation of PCC paving, and permanent seeding.

Other associated improvements include subgrade preparation, subdrain, water service, drinking fountain installation, pea gravel, PCC playground maintenance edge, PCC basketball court, open shelter structure, erosion control, temporary traffic control, pavement markings, basketball hoop installation and miscellaneous associated work necessary to complete the project.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 6th day of June, 20 22.

Surety Countersigned By:


Signature of Agent

Joseph I. Schmit
Printed Name of Agent

AssuredPartners Great Plains, LLC

Company Name

4200 University Ave., Ste. 200

Company Address

West Des Moines, Iowa 50266

City, State, Zip Code

(515) 244-0166

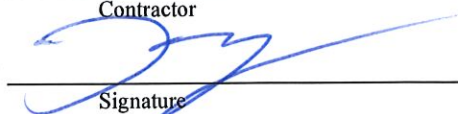
Company Telephone Number

PRINCIPAL:

Howrey Construction, Inc.

Contractor

By:


Signature

PRESIDENT

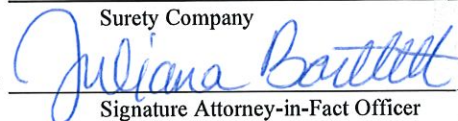
Title

SURETY:

Merchants Bonding Company (Mutual)

Surety Company

By:


Signature Attorney-in-Fact Officer

Juliana Bartlett, Attorney-in-Fact

Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains, LLC

Company Name

4200 University Ave., Ste. 200

Company Address

West Des Moines, Iowa 50266

City, State, Zip Code

(515) 244-0166

Company Telephone Number

NOTE:

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Brandon Horbach; Courtney Gordon; Daniel M Molyneaux; Greg T LaMair; Heidi Cornelison; Jeffrey R Baker; Joseph I Schmit; Juliana Bartlett; Karen S Hartson; Laura J Adams; Lori S Burroughs; Pamela K Mattison; Patrick K Duff; Stacey Rensberger

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 6th day of April, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of June, 2022.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2022

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 AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945		CONTACT NAME: Brenda Trogon PHONE (A/C, No, Ext): 515-237-0169 FAX (A/C, No): 515-237-0169 E-MAIL ADDRESS: Brenda.Trogon@assuredpartners.com	
INSURED Howrey Construction, Inc. 316 Austin Street Rockwell City IA 50579		INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic States Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
HOWRCON-01		NAIC # 22586	

COVERAGES**CERTIFICATE NUMBER:** 761399956**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y		CPA9459866	11/28/2021	11/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAA9459866	11/28/2021	11/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CWA9459866	11/28/2021	11/28/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1000034988	11/28/2021	11/28/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Project: Bellagio Park Improvements

The City of Ankeny is an Additional Insured - Owners, Lessees or Contractors - Primary and Non-Contributory - Ongoing Operations as required by written contract or agreement with respects to the General Liability policy per form CGD2033 (05/15)

The City of Ankeny is an Additional Insured - Owners, Lessees or Contractors - Including Products - Completed Operations - primary and non-contributory when required in a written contract or agreement with respects to the General Liability policy per form CGD9036 (01/19)

See Attached...

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 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-53: Proposed Rock Creek Greenway Trail Improvements

EXECUTIVE SUMMARY:

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

The bid opening for this project was held on Tuesday, May 31, 2022. Eight (8) bids were received as follows:

1. Brothers Cleaning Corporation \$112,905.00
2. Howrey Construction Inc \$122,124.00

3. Caliber Concrete LLC \$126,929.20
4. Jasper Construction Services \$133,998.00
5. Shekar Engineering \$138,048.60
6. Berkey Homebuilders Inc \$139,624.80
7. TK Concrete \$150,401.00
8. Wenthold Excavating LLC \$179,457.00

The Engineer's Estimate for the project was \$125,294.00. The low bid was approximately 11% below the estimate. Parks & Recreation staff reviewed the bid results both internally and with the project's engineering consultant. It is recommended that the project be awarded to Brothers Cleaning Corporation from Des Moines, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no later than June 27, 2022 and shall fully complete the overall project by November 18, 2022.

FISCAL IMPACT: No

This project is included in the current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost (\$125,294.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the Bellagio Park Development project.
3. Receive and file the report of bids received on May 31, 2022.
4. Approve Resolution, making award of construction contract to Brothers Cleaning Corporation, of Des Moines, Iowa.
5. Approve Resolution at the June 20 council meeting, as did not receive contract/bond before the deadline. Approving contract and bonds with Brothers Cleaning Corporation in the amount of \$112,905.00 will take place at the June 20, 2022 meeting.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

May 2, 2022: The City Council approved a Resolution ordering construction and setting the bid opening

date as May 31, 2022, and setting the public hearing date as June 6, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-53.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2022-53

5:30 P.M.

JUNE 6, 2022

PROPOSED ROCK CREEK GREENWAY TRAIL IMPROVEMENTS

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the Rock Creek Greenway Trail Improvements project. Notice of this hearing was published in the Des Moines Register on the 20th day of May, 2022.

Mayor:

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

City Clerk:

None in the Clerk’s Office

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2022-53.

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE ROCK CREEK GREENWAY TRAIL IMPROVEMENTS", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE ROCK CREEK GREENWAY TRAIL IMPROVEMENTS

WHEREAS, on the 2nd day of May, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Rock Creek Greenway Trail Improvements; and

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

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

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

PASSED AND APPROVED this 6th day of June, 2022.

Mayor

ATTEST:

City Clerk



BID LETTING

10:30 A.M.

MAY 31, 2022

ROCK CREEK GREENWAY TRAIL IMPROVEMENTS

The purpose of this meeting is to receive, open and tabulate bids for construction of the Rock Creek Greenway Trail Improvements project in accordance with the Plans and Specifications prepared by Snyder & Associates.

Nick Lenox, Parks & Recreation Director

Project Estimate of Cost \$ 125,294⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) _____	Jasper Construction Services Inc. 928 N 19th Ave E Newton IA 50208	133,998 ⁻	_____
2) _____	Brothers Cleaning Corporation 4000 Colfax Ave Des Moines IA 50317	113,705 ⁻	_____ No Bid security
3) _____	Shekar Engineering P.L.C. 2600 MLK Jr Pkwy #200 Des Moines IA 50310	138,048 ⁶⁰	_____
4) _____	Concrete Professionals PO Box 7 Attna IA 50009	139,624 ⁸⁰	_____
5) _____	Howrey Construction Inc 316 Austin Street Rockwell City IA 50579	122,124 ⁻	_____
6) _____	Caliber Concrete LLC 309 Audubon St Adair IA 50002	126,929 ²⁰	_____

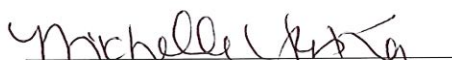
*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	TK Concrete Inc. 1608 Fitfield Rd Pella IA 50219	150,401 ⁰⁰	_____
8) _____	Wenthold Excavating 4008 NE 126th Avenue Elkhart IA 50073	179,457 ⁰⁰	_____
9) _____	_____	_____	_____
10) _____	_____	_____	_____
11) _____	_____	_____	_____
12) _____	_____	_____	_____
13) _____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of June 6, 2022 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Nick Lenox, Parks & Recreation Director

TABULATION OF BIDS

Rock Creek Greenway Trail Improvements

City of Ankeny - Parks & Recreation

May 31, 2022, 10:30 am

				ENGINEER'S ESTIMATE		1		2		3		4	
						BROTHERS CLEANING CORPORATION		HOWREY CONSTRUCTION INC		CALIBER CONCRETE LLC		JASPER CONSTRUCTION SERVICES INC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	GENERAL PROVISIONS												
1.1	Mobilization	LS	1	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$19,000.00	\$19,000.00	\$13,700.00	\$13,700.00	\$18,000.00	\$18,000.00
	EARTHWORK												
2.1	Demolition of Vegetation	LS	1	\$15,000.00	\$15,000.00	\$16,100.00	\$16,100.00	\$11,125.00	\$11,125.00	\$13,000.00	\$13,000.00	\$11,750.00	\$11,750.00
2.2	Grading	LS	1	\$20,000.00	\$20,000.00	\$8,000.00	\$8,000.00	\$16,500.00	\$16,500.00	\$36,800.00	\$36,800.00	\$15,000.00	\$15,000.00
	STORM SEWER												
3.1	12" CMP Pipe	LF	57	\$50.00	\$2,850.00	\$60.00	\$3,420.00	\$100.00	\$5,700.00	\$50.00	\$2,850.00	\$85.00	\$4,845.00
3.2	24" CMP Pipe	LF	40	\$60.00	\$2,400.00	\$85.00	\$3,400.00	\$110.00	\$4,400.00	\$100.00	\$4,000.00	\$100.00	\$4,000.00
3.3	12" FES	EA	4	\$900.00	\$3,600.00	\$800.00	\$3,200.00 *	\$1,250.00	\$5,000.00	\$1,500.00	\$6,000.00	\$600.00	\$2,400.00
3.4	24" FES	EA	2	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00 *	\$1,400.00	\$2,800.00	\$2,000.00	\$4,000.00	\$900.00	\$1,800.00
	PAVEMENT												
4.1	5" depth PCC Sidewalk	SF	7518	\$8.00	\$60,144.00	\$7.50	\$56,385.00	\$5.50	\$41,349.00	\$4.40	\$33,079.20	\$8.50	\$63,903.00
	SURFACE RESTORATION												
5.1	Standard Seed Mix	LS	1	\$5,000.00	\$5,000.00	\$6,200.00	\$6,200.00	\$9,350.00	\$9,350.00	\$4,800.00	\$4,800.00	\$7,800.00	\$7,800.00
5.2	Erosion Control	LS	1	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$4,400.00	\$4,400.00	\$4,700.00	\$4,700.00	\$2,000.00	\$2,000.00
5.3	Rip Rap	TN	20	\$120.00	\$2,400.00	\$80.00	\$1,600.00	\$125.00	\$2,500.00	\$200.00	\$4,000.00	\$125.00	\$2,500.00
TOTAL BASE BID:					\$125,294.00		\$112,905.00 *		\$122,124.00		\$126,929.20		\$133,998.00
BID SECURITY:							10%		10%		10%		10%

				ENGINEER'S ESTIMATE		5		6		7		8	
						SHEKAR ENGINEERING PLC		BERKEY HOMEBUILDERS INC DBA CONCRETE PROFESSIONALS		TK CONCRETE INC		WENTHOLD EXCAVATING LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	GENERAL PROVISIONS												
1.1	Mobilization	LS	1	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$9,895.00	\$9,895.00	\$25,500.00	\$25,500.00	\$25,000.00	\$25,000.00
	EARTHWORK												
2.1	Demolition of Vegetation	LS	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$11,235.00	\$11,235.00	\$10,500.00	\$10,500.00	\$35,000.00	\$35,000.00
2.2	Grading	LS	1	\$20,000.00	\$20,000.00	\$16,000.00	\$16,000.00	\$18,365.00	\$18,365.00	\$18,500.00	\$18,500.00	\$14,000.00	\$14,000.00
	STORM SEWER												
3.1	12" CMP Pipe	LF	57	\$50.00	\$2,850.00	\$94.40	\$5,380.80	\$142.00	\$8,094.00	\$75.00	\$4,275.00	\$75.00	\$4,275.00
3.2	24" CMP Pipe	LF	40	\$60.00	\$2,400.00	\$125.86	\$5,034.40	\$178.00	\$7,120.00	\$150.00	\$6,000.00	\$138.00	\$5,520.00
3.3	12" FES	EA	4	\$900.00	\$3,600.00	\$1,500.00	\$6,000.00	\$925.00	\$3,700.00	\$2,500.00	\$10,000.00	\$1,500.00	\$6,000.00
3.4	24" FES	EA	2	\$1,200.00	\$2,400.00	\$2,000.00	\$4,000.00	\$1,495.00	\$2,990.00	\$4,000.00	\$8,000.00	\$2,500.00	\$5,000.00
	PAVEMENT												
4.1	5" depth PCC Sidewalk	SF	7518	\$8.00	\$60,144.00	\$8.80	\$66,158.40	\$8.10	\$60,895.80	\$7.00	\$52,626.00	\$9.00	\$67,662.00
	SURFACE RESTORATION												
5.1	Standard Seed Mix	LS	1	\$5,000.00	\$5,000.00	\$9,775.00	\$9,775.00	\$10,450.00	\$10,450.00	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00
5.2	Erosion Control	LS	1	\$4,000.00	\$4,000.00	\$4,600.00	\$4,600.00	\$4,950.00	\$4,950.00	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00
5.3	Rip Rap	TN	20	\$120.00	\$2,400.00	\$55.00	\$1,100.00	\$96.50	\$1,930.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00
TOTAL BASE BID:					\$125,294.00		\$138,048.60		\$139,624.80		\$150,401.00		\$179,457.00
BID SECURITY:							10%		10%		10%		10%

Notes

* Total Price and Total Base Bid Amounts adjusted based on Unit Price and Quantity.

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE ROCK CREEK GREENWAY TRAIL IMPROVEMENTS", and moved:

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE ROCK CREEK GREENWAY TRAIL IMPROVEMENTS

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Rock Creek Greenway Trail Improvements, described in the plans and specifications heretofore adopted by this Council on June 6, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Brothers Cleaning Corporation** of **Des Moines, Iowa**

Amount of bid: **\$112,905.00**

Portion of project: All construction work

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

PASSED AND APPROVED this 6th day of June, 2022.

Mayor

ATTEST:

City Clerk



Rock Creek Greenway Trail
Map is for Location Purposes Only



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of May 16, 2022, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Monday, May 16, 2022 5:30 PM

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

Mayor Mark Holm called the meeting to order at 5:30 PM. Council Members Jeff Perry, Joe Ruddy, and Todd Shafer were in attendance. Council Member Bobbi Bentz joined the meeting electronically. Council Member Kelly Whiting joined the meeting at 5:36 PM. City Manager David Jones, and City Attorney Matt O'Hollearn were also present. Mayor Holm led in the Pledge of Allegiance.

CEREMONY

1. By proclamation, Mayor Holm designated May 15-21, 2022, as Emergency Medical Services Week.
2. By proclamation, Mayor Holm designated June 18, 2022, as a day to celebrate Juneteenth 2022.

PUBLIC FORUM

1. Renee Potts, Ankeny Community Network, shared information on the upcoming June 18, 2022 Juneteenth Festival taking place in the District.

APPROVAL OF AGENDA

1. Council Member Perry moved, Whiting seconded, to approve and accept the May 16, 2022 agenda as presented. Ayes: 5.

PUBLIC HEARINGS

1. PH 2022-45. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed amendment to the Ankeny Plan 2040 (Figure 12.10) Future Land Use Map for the City of Ankeny. Notice of this hearing was published in the Des Moines Register on the 6th day of May, 2022.

Eric Jensen, Director of Community Development, reported that the applicant, Hardship Land LLC, is requesting an amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map.

Mayor Holm then asked for any public comment regarding the proposed amendment. Jennifer Ellison, Jerry's Homes, voiced agreement with staff recommendations. Council Member Ruddy moved, Whiting seconded, to close public hearing 2022-45. Ayes: 5.

2. PH 2022-46. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hardship Land LLC, from the current R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to 10 units per acre. Notice of this hearing was published in the Des Moines Register on the 6th day of May, 2022.

Eric Jensen, Director of Community Development, reported that the applicant, Hardship Land LLC is requesting to rezone property from R-1, One-Family Residence District to R-3 Multiple Family Residence District restricted to 10 units per acre. The area subject to the proposed

rezoning consists of one parcel totaling 17.56 acres (+/-), and is located south of NW 36th Street and east of NW Weigel Drive.

Mayor Holm then asked for any public comment regarding the proposed item. Craig Griffieon, 11655 NE 6th St, Ankeny shared information about the drainage districts and voiced concern about the drainage. Council Member Perry moved, Whiting seconded, to close public hearing 2022-46. Ayes: 5.

3. PH 2022-47. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hardship Land LLC, from the current R-1, One-Family Residence District, to R-3 Multiple Family Residence District restricted to single family. Notice of this hearing was published in the Des Moines Register on the 16th day of May, 2022.

Eric Jensen, Director of Community Development, reported that the applicant, Hardship Land LLC, is requesting to rezone property from R-1, One-Family Residence District to R-3 Multiple-Family Residence District restricted to single family. The area subject to the proposed rezoning consists of two parcels totaling 63.2 acres (+/-), and is located south of NW 36th Street and east of NW Weigel Drive.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Ruddy moved, Whiting seconded, to close public hearing 2022-47 Ayes: 5.

4. PH 2022-48. Mayor Holm announced that this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the Diamond Hills Greenway - Stream Repairs project. Notice of this hearing was published in the Des Moines Register on the 29th day of April, 2022.

Mark Mueller, Director of Public Works, reported the project includes clearing, grubbing, and removal of nuisance vegetation, repairs to existing storm sewer infrastructure, grading, installation of erosion and sediment control devices, and extension of existing storm sewer outlets along the stream corridor.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Whiting moved, Shafer seconded, to close public hearing 2022-48. Ayes: 5.

5. PH 2022-49. Mayor Holm announced that this is the time and place for a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022 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 6th day of May 2022.

Jennifer Sease, Director of Administrative Services, reported The FY 2022 amendment includes the following changes: amended revenues include increases in hotel/motel taxes, road use taxes, plan review fees and recreation program fees, amended expenditures include increases related to building and equipment repairs and maintenance, emergency medical supplies, hotel/motel tax commitments, natural gas charges, street maintenance supplies and refunds.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Ruddy moved, Whiting seconded, to close public hearing 2022-49. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of May 2, 2022, as published.
2. Official council actions of the special meeting of April 28, 2022, as published.
3. Receive and file minutes of the Ankeny Economic Development Council from December 17, 2021.
4. Receive and file minutes of the Plan and Zoning Commission meeting of April 19, 2022.
5. Receive and file minutes of the Zoning Board of Adjustment meeting of April 5, 2022.
6. Receive and file minutes of the Human Rights Commission meeting of April 28, 2022.
7. Receive and file minutes of the Ankeny Cultural Arts Board meeting of March 28, 2022.
8. Receive and file minutes of the Civil Service Commission meeting of February 7, 2022.

Licenses and Permits

9. Issuance of liquor license(s) and/or beer/wine permit(s) in the City of Ankeny.
10. Issuance of a fireworks permit within the City of Ankeny to J & M Displays, to be held following the Sips & Songs event, July 1, 2022 at Promenade Park.

Finance/Budget

11. Receive and file Financial Reports for April 2022.
12. Receive and file Building Permit Report for April 2022.
13. Receive and file Utility Billing Report for April 2022.
14. Change Order #1 increasing the contract amount by \$83,780.00 to Gingerich Well & Pump Service, LLC, for construction services on the Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction project.
15. Change Order #1 increasing the contract amount by \$49,575.79 to OnTrack Construction, LLC, for construction services on the NW 36th Street and NW Weigel Drive Water Main (Construction) project.
16. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$12,300.00 with Short Elliot Hendrickson (SEH) Inc., for construction services on the N. Ankeny Blvd. Water Main Project.
17. Change Order #1 increasing the contract amount by \$17,209.25 to Sternquist Construction, for construction services on the SE Crosswinds Drive RISE - Phase 2 project.
18. Payment #1 in the amount of \$51,424.45 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.
19. Payment #25 in the amount of \$13,408.89 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.
20. Payment #9 in the amount of \$303,997.02 to Cramer & Associates, Inc., for construction services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
21. Payment #13 in the amount of \$18,385.15 to FOX Strand, for engineering services on the Ankeny ASR project.
22. Payment #2 in the amount of \$207,671.63 to Gus Construction, for construction services on the NE Four Mile Drive RCB Culvert for Deer Creek project.
23. Payment #21 in the amount of \$11,344.36 to McClure Engineering Company, for engineering services on the Irvinedale Drive Water Main Improvements - Phase 3 project.

24. Payment #2 in the amount of \$70,068.80 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. (Design) project.
25. Payment #2 in the amount of \$572,730.56 to On Track Construction, LLC, for construction services on the NW 36th Street and NW Weigel Drive Water Main (Construction) project.
26. Payment #10 in the amount of \$92,984.18 to Reilly Construction Company Inc., for construction services on the West First Street Widening and Improvements - Phase 1 project.
27. Payment #2 in the amount of \$8,763.75 to Rognes Corporation, for construction services on the Otter Creek Sanitary Sewer Improvements - Phase 3 project.
28. Payment #23 in the amount of \$4,974.40 to Shive Hattery for design\development services on the Ankeny Senior Community Center.
29. Payment #1 in the amount of \$163,487.93 to Sternquist Construction, for construction services on the SE Crosswinds Drive RISE - Phase 2 project.
30. May 16, 2022 Accounts Payable by Fund: General 186,031; Road Use Tax 59,976; Library Foundation 389; Solid Waste 85,413; Water 617,427; Sewer 517,065; Stormwater 12,112; Golf Course 38,212; Enterprise Project 635,702; Revolving 2,848; Risk Management 1,959; Health 72; Capital Projects Funds 1,038,369; Payroll Totals 1,214,104; Transfers/ACH (179,571); Agenda Payments approved separately 1,519,241; Grand Total \$ 5,749,349.
31. **RESOLUTION 2022-260** naming depositories for the City of Ankeny.
32. **RESOLUTION 2022-261** authorizing the acceptance of a proposal from Superior Recreation Products to purchase bleacher canopies for the Prairie Ridge Sports Complex.
33. **RESOLUTION 2022-262** authorizing the acceptance of a proposal from NB Golf Cars, LLC to replace the golf cart fleet at the Otter Creek Golf Course.

Personnel Items

34. Civil Service Commission certified lists for appointments to: Police Officer, Firefighter/EMT/Paramedic, Environmental Civil Engineer I, Recreation Supervisor-Aquatics, Associate Planner; subject to passing any further departmental requirements.

Community Development

35. **RESOLUTION 2022-263** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider the voluntary urbanized annexation of certain territory owned by ATI Ankeny Industrial, LLC, Tyler Investment Company, Inc., Polk County Aviation Authority, and Lloyd D. Linn. (date of hrg: 6/20/22 @ 5:30 p.m.)
36. **RESOLUTION 2022-264** accepting final plat, platted easements and subdivision bond for seeding and erosion control for Vintage Business Park at Prairie Trail Plat 11.
37. **RESOLUTION 2022-265** accepting final plat, letter of credit for erosion control, performance and maintenance bonds for paving and underground improvements, platted easements, warranty deed for streets, parkland dedication agreement, sewer connection fee, authorizing cost-participation for upsizing public water mains and sidewalk oversizing and approving the private street names NE Mongoose Lane and NE Spear Lane, for Canyon Landing Townhomes Plat 1.
38. **RESOLUTION 2022-266** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in Canyon Landing Townhomes Plat 1.
39. **RESOLUTION 2022-267** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of street paving in Canyon Landing Townhomes Plat 1.
40. **RESOLUTION 2022-268** accepting final plat, warranty deed to streets, letter of credit for seeding and erosion control, and platted easements for Keystone Church Plat 1.
41. **RESOLUTION 2022-269** accepting a public trail easement located on a part of Tradition Plat 3.
42. **RESOLUTION 2022-270** accepting final plat, letter of credit for erosion control, performance and maintenance bonds for paving and underground improvements, platted and offsite easements, warranty deed for streets, parkland dedication agreement, sewer connection fee,

and authorizing cost-participation for extensions and upsizing of public sanitary sewer and public water mains, for Canyon Landing Duplexes Plat 1.

43. **RESOLUTION 2022-271** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in Canyon Landing Duplexes Plat 1.
44. **RESOLUTION 2022-272** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of street paving in Canyon Landing Duplexes Plat 1.
45. **RESOLUTION 2022-273** accepting final plat, letter of credit for erosion control, performance and maintenance bonds for paving and underground improvements, platted and offsite easements, warranty deed for streets, parkland dedication agreement, and sewer connection fee, for Canyon Landing Plat 2.
46. **RESOLUTION 2022-274** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in Canyon Landing Plat 2.
47. **RESOLUTION 2022-275** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of street paving in Canyon Landing Plat 2.

Engineering

48. **RESOLUTION 2022-276** accepting a proposal from Electric Conduit Construction in the amount of \$74,688.94 for the construction of the SE Quadrant Fiber Optic Upgrade.
49. Receive and file the Elementary School Walkability Study dated May 16, 2022 as completed by HR Green, Inc.
50. **RESOLUTION 2022-277** accepting public improvements in Wilson Group Addition (Peterbilt) for paving.
51. **RESOLUTION 2022-278** accepting public improvements in SE 72nd Street (Ruan Crosswinds Plat 1) for utilities.
52. **RESOLUTION 2022-279** accepting public improvements in SE 72nd Street (Ruan Crosswinds Plat 1) for paving.
53. **RESOLUTION 2022-280** accepting a purchase agreement and approving documents for the acquisition of permanent storm sewer easement for the NW Northlawn Area Utility Improvements - Phase 2 project in Ankeny, Iowa. (401 NW Scott Street - Vande Vorde)
54. **RESOLUTION 2022-281** accepting a purchase agreement and approving documents for the acquisition of permanent storm sewer easement for the NW Northlawn Area Utility Improvements - Phase 2 project in Ankeny, Iowa. (405 NW Scott Street - Peters)
55. **RESOLUTION 2022-282** updating the Policy on the Installation of School Speed Zones within Ankeny.
56. **RESOLUTION 2022-283** accepting a proposal from Iowa Signal, Inc. in the amount of \$53,230.00 for the construction of the Northwest Elementary School Signal Replacement.

Administrative

57. Amend grant agreement with Bravo Greater Des Moines for an additional \$25,000 of grant funding and a six-month extension to complete the trailhead project along NW Irvinedale Drive and authorize the Mayor to execute said agreement.
58. **RESOLUTION 2022-284** approving the application for industrial property tax exemption for recent investments made at 7500 SE Convenience Blvd., 5800 SE Delaware Ave., 3810 SE Delaware Ave. and 2741 SE PDI Place, Ankeny, Iowa.
59. **RESOLUTION 2022-285** approving public art titled *Growing In All Directions* by artist Beatrice Coron on the DART bus shelter located on West First Street near the High Trestle Trail.

Approval of Consent Agenda Items

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

LEGISLATIVE BUSINESS

Boards/Commissions Appointments

1. Council Member Whiting moved, seconded by Perry to adopt **RESOLUTION 2022-286** re-appointing Todd Ashby as representative of the City of Ankeny on the Board of Directors of the Polk County Aviation Authority, effective July 1, 2022 – June 30, 2026. Ayes: Whiting, Perry, Bentz, Ruddy, Shafer.

Approval of Ordinances

1. **Ord 2109.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by TJL Investments, LLC from R-1, One-Family Residence District, to PUD, Planned Unit Development. Council Member Whiting moved, Ruddy seconded to accept second consideration of Ordinance 2109. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer. Whiting moved, Ruddy seconded to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2109, sending it on its final passage and publication as required by law. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer.
2. **Ord 2110.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC from R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to 10 units per acre (PH 2022-46). Council Member Whiting moved, Ruddy seconded to accept first consideration of Ordinance 2110. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer.
3. **Ord 2111.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC from R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to single family (PH 2022-47) Council Member Whiting moved, Perry seconded to accept first consideration of Ordinance 2111. Ayes: Whiting, Perry, Bentz, Ruddy, Shafer.
4. **Ord 2112.** An Ordinance amending Chapter 69 Parking Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 60.09 School Crossing Crosswalk, Section 69.10 No Parking on North and East Sides of Streets, Section 69.11 No Parking on Both Sides, and Section 69.16 No Passenger Loading or Unloading. Council Member Whiting moved, Ruddy seconded to accept first consideration of Ordinance 2112. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer.
5. **Ord 2113.** An Ordinance amending Chapter 65 Stop or Yield Required of the Municipal Code of the City of Ankeny, Iowa, by amending Section 65.02 School Districts. Council Member Whiting moved, Ruddy seconded to accept first consideration of Ordinance 2113. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer.
6. **Ord 2114.** An Ordinance amending Chapter 63 Speed Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 63.05 Special Speed Zones. Council Member Whiting moved, Perry seconded to accept first consideration of Ordinance 2114. Ayes: Whiting, Perry, Bentz, Ruddy, Shafer.

NEW BUSINESS

1. High Trestle Trail Experience Park Professional Services Agreement with ISG, Inc. Council Member Whiting moved, Ruddy seconded, to approve a Professional Services Agreement with ISG, Inc. for design, engineering, bidding, and construction services for the High Trestle Trail

Experience Park and authorize the Mayor to execute said Agreement. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer.

2. Amendment to the Future Land Use Map, Figure 12.10 of The Ankeny Plan 2040 Comprehensive Plan for the City of Ankeny, Iowa (PH 2022-45). Council Member Ruddy moved, Perry seconded, to adopt **RESOLUTION 2022-287** amending the Future Land Use Map, Figure 12.10 of The Ankeny Plan 2040 Comprehensive Plan. Ayes: Ruddy, Perry, Bentz, Shafer, Whiting.
3. Diamond Hills Greenway - Stream Repairs (PH 2022-48). Council Member Whiting moved, Perry seconded, to adopt 1) **RESOLUTION 2022-288** adopting plans, specifications, form of contract and estimate of cost \$227,025.00; 2) receive and file report of bids received May 10, 2022; 3) adopt **RESOLUTION 2022-289** making award of construction contract with OnTrack Construction, LLC in the amount of \$298,000.00 and 4) adopt **RESOLUTION 2022-290** approving contract and bonds with OnTrack Construction, LLC in the amount of \$298,000.00. Ayes: Whiting, Perry, Bentz, Ruddy, Shafer.
4. Amendment of Current City Budget for Fiscal Year Ending June 30, 2022 (PH 2022-49). Council Member Ruddy moved, Whiting seconded, to adopt **RESOLUTION 2022-292** amending the current budget for the fiscal year ending June 30, 2022. Ayes: Ruddy, Whiting, Bentz, Perry, Shafer.
5. Amended FY 2022 Fund Transfers: Council Member Whiting moved, Ruddy seconded, to adopt **RESOLUTION 2022-291** approving amendment to fiscal year 2022 fund transfers. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer.

ADJOURNMENT

1. Meeting was adjourned at 6:18 PM.

Michelle Yuska, City Clerk

Mark E. Holm, Mayor

Published in the Des Moines Register on 5/27/22.



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of May 3, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 P&Z Minutes 2022-05-03

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

CALL TO ORDER

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

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the May 3, 2022 agenda without amendments. Second by L.West. All voted aye. Motion carried 7 – 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 April 19, 2022 minutes of the Plan and Zoning Commission meeting.

Item #2. 1075 SW Oralabor Road - Heartland Dental Clinic Site Plan

Motion to approve the site plan for 1075 SW Oralabor Road, Heartland Dental Clinic.

Item #3. Canyon Landing Townhomes Plat 1 Final Plat and Canyon Landing Townhomes Site Plan

Motion to recommend City Council approval of Canyon Landing Townhomes Plat 1 Final Plat, and recommend City Council authorization of cost-participation request for upsizing public water mains to 12-inch and 16-inch mains and sidewalk oversizing along NE 18th Street in the amount estimated to be \$40,759.00.

Motion to approve Canyon Landing Townhomes Site Plan, subject to recordation of the final plat; and acceptance of the private street names NE Mongoose Lane and NE Spear Lane.

Item #4. Canyon Landing Duplexes Plat 1 Final Plat

Motion to recommend City Council approval of the Canyon Landing Duplexes Plat 1 Final Plat; and recommend City Council authorization of cost-participation for extensions and upsizing of public sanitary sewer and public water mains in the amount estimated to be \$519,914.55.

Item #5. Canyon Landing Plat 2 Final Plat

Motion to recommend City Council approval of the Canyon Landing Plat 2 Final Plat.

Motion by T.Rapp to approve the recommendations for Consent Agenda Items #1 - #5. Second by T.Ripper. All voted aye. Motion carried 7 – 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

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

D.Silverthorn reported that the annexation is for 159 acres, generally located east of SE Four Mile Drive, west of NW Berwick Drive and south of SE Oralabor Road. The annexation area is owned by four property owners, ATI Industrial, LLC, Tyler Investment Company, Inc, Polk County Aviation Authority, and Lloyd D. Linn totaling eight parcels. He said it is a voluntary urbanized annexation request due to it being located within two miles of the City of Altoona. The annexation area is currently zoned as Low-Density Residential District and Agricultural Transition

District on the Polk County Zoning Map, as well as the Polk County Future Land Use Map. He stated that The Ankeny Plan 2040 Comprehensive Plan is a guideline for future development and the area is located within the City of Ankeny Planning Boundary, and is currently identified as Airport Business Park in the western portion of the petitioned area adjacent to the Ankeny Regional Airport, Open Space in the central portion surrounding Four Mile Creek, and Low-Density Residential in the eastern portion along NE Berwick Drive. D.Silverthorn reviewed, in detail, the land use categories that are identified on The Ankeny Plan 2040 Land Use Map to help answer the questions that were brought up at the public hearing. He said if the annexation request would be approved, the entire area would come in as R-1 zoning, consistent with all other newly annexed land. He detailed information on how the area would be served by water, sanitary sewer along with drainage. D.Silverthorn said the proposed annexation complies with the regulations of the Code of Iowa, is consistent with City of Ankeny's annexation policy, and is identified as a future growth area in the Ankeny Plan 2040 Comprehensive Plan; therefore, staff is recommending that the Plan and Zoning Commission recommend City Council approval of the Ankeny RMJ Annexation.

The Commission had no questions.

The applicant/representative had no further information to provide.

Chair Hunter allowed a question by Andy Swanson.

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

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

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

Item #7. Request by Hope Kimberley LLC for the voluntary annexation of property into the City of Ankeny

E.Jensen reported the subject area is located adjacent to the northeast portion of the City of Ankeny and generally located around the intersection of NE 126th Avenue and NE 22nd Street (NE Delaware Avenue). He shared that the request is for 584.16 acres of land to be voluntarily annexed into the City of Ankeny. E.Jensen stated that the annexation area consists of 19 parcels containing 562.64 acres that are consenting to the annexation and ten parcels containing 21.52 acres that are non-consenting. He said the Code of Iowa allows the inclusion of up to 20% of the total land area of the annexation as non-consenting in order to avoid the creation of islands or to create more uniform boundaries. He noted that the annexation, as currently configured, contains 96.32% consenting land and 3.68% nonconsenting land. E.Jensen stated that this annexation was previously before the Commission and at that time the Rueter property was nonconsenting and since then, the Rueters presented petitions for both of their properties, which makes them consenting property owners. He explained that after consulting with the City Attorney, the decision was made to bring it back to the Commission to look at the revised application and give a recommendation to the Council, even though it is not required by the State code or Ankeny's City code. He presented the Land Use Plan Map and said the land area is within the Planning Boundary of The Ankeny Plan 2040 Comprehensive Plan. E.Jensen stated that NE 126th Avenue and NE Delaware Avenue are both arterial streets in the City's comprehensive plan to handle traffic as the area develops. Traffic studies will need to be completed before development. He further explained the proposed plan on how this area would be served with water and sanitary sewer. E.Jensen presented the City's Annexation Policy and reviewed the relevant policy statements with the Commission as it relates to this annexation request, including Unincorporated Islands and Peninsulas, Municipal Boundaries, Comprehensive Planning and Zoning, and Extension of Services. He presented information on past 80/20 annexations in Ankeny, and the amount of 80/20 annexations that the City Development Board has reviewed over the past two years. E.Jensen said, ideally, staff would like all annexations to be 100% voluntary. He stated that Ankeny would not annex land that they could not provide basic city services to. The

annexation before the Commission is contiguous to the existing City limits, it contains just over 96% consenting property owners, it is within the planning boundary of the City, and it is consistent with the Annexation Policies of the City Council, therefore, staff is recommending that the Plan and Zoning Commission recommend City Council approval of the annexation.

T.Flack asked why the annexation came back to the Commission, if the annexation falls within the State code, City code and the City's Annexation Policy. E.Jensen said due to the Rueter property being a large piece in this annexation, he and the City Attorney felt that it was appropriate for the Commission to give a recommendation on this application. T.Flack asked if there has been Council discussion. E.Jensen responded, no.

T.Flack asked if there is any workaround for the four properties on NE 126th Avenue. E.Jensen explained that if you leave the properties out of this annexation, the City's planning boundary in The Ankeny Plan 2040 includes the properties to the north of NE 126th Avenue; and, if those property owners want to be annexed into the City of Ankeny at some point, the four properties would have to be included as the City is not able to leave an island due to the city and state codes.

T.Rapp asked if the homesteads annex in as R-1, would they stay R-1 if the property surrounding is rezoned. E.Jensen said yes, unless they petition to rezone them. The property owner would need to request any future rezoning.

E.Jensen said should the Council, after the Commission's recommendation, approve this annexation, it will go to the City Development Board and there will be decision by the State Board.

No further comments from the applicant/representative.

A.Renaud said that she was not at the meeting where the Commission voted and if she had been, she would have voted to move forward as there is a reason that the 80/20 rule exists. She commented that there is always going to be times where you are not going to get 100% and feels her role is to determine if the request has met the threshold of the code, and it has.

Motion by A.Renaud to recommend City Council approval of the request by Hope Kimberley LLC for voluntary annexation of property into the City of Ankeny. Second by R.Weisheit. Motion carried 6 – 1 (Nay: T.Flack).

REPORTS

City Council Meeting

E.Jensen reported on his attendance at the May 2, 2022 City Council meeting and the Council work session.

Director's Report

E.Jensen presented the tentative agenda items for the May 17, 2022 Plan and Zoning Commission meeting and said there will be a public hearing at the May 17, 2022 meeting to rezone property from R-1 to PUD.

Commissioner's Reports

There were no reports.

MISCELLANEOUS ITEMS

May 16, 2022 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, motion by T.Rapp to adjourn the meeting. Second by G.Hunter. Meeting adjourned at 7:09 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Kirkendall Library

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Library Board of Trustee meeting of April 21, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Minutes: Library Board - 2022-04-21](#)

Ankeny Kirkendall Library Board of Trustees Meeting
April 21, 2022

In attendance: John Meyer, Tami Fujinaka, Sam Mitchel, Cami Brazelton, Mike Wiser, Margery Pierce, Holly Sealine

Absent: Gene Lucht, Heather Lilienthal

Approval of minutes: Meyer made motion to approve minutes from March meeting, Fujinaka seconded. Motion approved.

Policy review: Brazelton made a motion to approve revised Makerspace policy, Fujinaka seconded and Motion passed.

Director's report: Mitchel discussed Paypal meeting, Iowa legislation library day. Reported that the Library is seeing pre-Covid stats in circulation. Reported that the budget for FY23 was funded at 39% of the original request (excluding staffing request.)

Friends appeal: Holly Sealine walked through the appeal draft for 2023. The Library will request a total of \$41,325 for FY23 funding.

Executive session: Wiser made a motion to go into Executive Session, pursuant to the provisions of Iowa Code Section 21.5, subparagraph (i), Fujinaka seconded and motion passed. Brazelton made a motion to exit exec session, Wiser seconded and motion passed.

Meeting adjourned at 7:25 pm

Respectfully submitted by Cami Brazelton

Approved: 5/19/22



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve the issuance of Cigarette/Tobacco/Nicotine/Vapor Permits for July 1, 2022 - June 30, 2023.

EXECUTIVE SUMMARY:

In accordance with the City of Ankeny Code of Ordinances Chapter 131, "Cigarette and Tobacco Permits," the attached list of licensees have submitted renewal applications which have met all requirements and are now being presented to the City Council for approval. Copies of license applications are available for review in the Office of the City Clerk.

FISCAL IMPACT: **Yes**

Each licensee has paid the annual license fee of \$100.00 to the City of Ankeny, in accordance with Section 131.04 of the City of Ankeny Code of Ordinances.

CITY MANAGER'S RECOMMENDATIONS:

Approve the issuance of cigarette permits.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

Ankeny Golf & Country Club	314 SW Irvinedale Dr
Ankeny Smoke Shop	502 N Ankeny Blvd, Suite 12
C & C Smokers Outlet	121 N Ankeny Blvd
Cabaret Sports Bar & Grille	2785 N Ankeny Blvd, Suite 18
Casey's General Stores #1548	2905 W 1st Street
Casey's General Stores #1659	302 S Ankeny Blvd
Casey's General Stores #1941	1010 SE Oralabor Rd
Casey's General Stores #2164	3505 N Ankeny Blvd
Casey's General Stores #2689	1310 NW 18th Street
Casey's General Stores #2785	1602 W 1st Street
Casey's General Stores #2896	2601 SE Creekview Dr
Casey's General Stores #2920	1010 SE National Dr
Casey's General Stores #3827	3605 NW Irvinedale Dr
Casey's General Stores #3888	1024 E 1st Street
Casey's General Stores #3934	1515 SE Corporate Woods Dr
Central Iowa Vapors- Ankeny	207 NE Delaware Ave, Ste 21
Dollar General #7310	901 S Ankeny Blvd
Fareway #61	3205 N Ankeny Blvd
Fareway #909	109 SE Oralabor Rd
Fleet Farm Fuel	4275 SE Delaware Ave
Fleet Farm Store	3875 SE Delaware Ave
Git-N-Go Store #40	2811 SW Oralabor Rd
Good Times	1912 SW 3rd 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
Murphy USA	1006 SE National DR
Neighborhood Liquor House	833 E 1st Street, Ste. 102
Quick Trip #514	802 E 1st Street
Tim's BP/AMACO Service	102 N Ankeny Blvd
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 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

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

1. JJC, LLC, d/b/a Fuzzy's Taco Shop, 2732 SE Delaware Ave. Ste. 300 & 310 - Class C Liquor License (LC) includes Outdoor Service, Sunday Sales (Renewal) - Effective June 14, 2022.

2. OP LLC, d/b/a Siam Table, 757 N Ankeny Blvd. - Special Class C Liquor License (BW) includes

Sunday Sales (Renewal) - Effective June 14, 2022.

3. Casey's Marketing Co. d/b/a Casey's General Store #2920, 1010 SE National Dr., - Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective June 14, 2022.

4. Mi Pueblo 15 LLC, d/b/a El Molcajete, 301 E 1st St. - Class C Liquor License (LC) includes Outdoor Service, Sunday Sales (Renewal) - June 14, 2022. PENDING ZBOA APPROVAL

5. Guadalajara, LLC, d/b/a Guadalajara Mexican Restaurant, 202 SE Delaware Ave. - Class C Liquor License (LC) Includes Outdoor Service, Sunday Sales (Renewal) - Effective June 16, 2022. PENDING DEPT APPROVAL

6. Shree Ganesh Inc., d/b/a BestWestern Ankeny, 2502 SE Tones Dr. - Class B Liquor License (LB) Includes Sunday Sales (Renewal) - Effective June 24, 2022. PENDING DRAM ENDORSEMENT

7. Target Corporation, d/b/a Target Store T-1767, 2135 SE Delaware Ave. - Class E Liquor License (LE) Includes Sunday Sales (Renewal) - Effective June 26, 2022.

8. Casey's Marketing Co., d/b/a Casey's General Store #1548, 2905 W 1st St. - Class E Liquor License (LE) Includes Sunday Sales (Renewal) - Effective June 27, 2022.

9. ROC Taproom, Inc., d/b/a Old Chicago Pizza & Taproom, 2732 SE Delaware Ave., Ste. 101. - Class C Liquor License (LC) includes Outdoor Service, Sunday Sales (Renewal) - Effective June 27, 2022. PENDING DEPT APPROVAL

10. Ankeny Area Chamber of Commerce, d/b/a Ankeny Area Chamber of Commerce, 1500 SW Main St. - Class C Liquor License (LC) 5 Day License for **Summerfest**- Effective July 8 thru July 12, 2022. PENDING DRAM ENDORSEMENT

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 3 to the Professional Services Agreement increasing the contract amount by \$368,900.00 with HR Green, Inc. for Construction Phase Services on the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive.

EXECUTIVE SUMMARY:

The scope of the professional services and the corresponding fees are shown in the attached Amendment No. 3 to the Professional Services Agreement. A copy of the original Professional Services Agreement, approved April 5, 2021, is attached for reference. A copy of Amendment No. 1, approved October 12, 2021, is also attached for reference. Lastly, a copy of Amendment No. 2, approved January 3, 2022, is also attached for reference.

HR Green, Inc. completed the preliminary design and final design of the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive. Amendment No. 1 approved the continued use of HR Green, Inc. for final design engineering and letting services. Amendment No. 2 approved the continued use of HR Green, Inc. for Special Assessment Services and the development of the Interchange

Operations Report (IOR). The Public Works Department proposes to continue utilizing HR Green, Inc. for Construction Phase Services. The construction of the project started May 9, 2022.

The fee for additional engineering services is \$368,900.00. The original Professional Services Agreement for preliminary design engineering services is \$206,500. Amendment No. 1 increased the total contract to \$571,500. Amendment No. 2 increased the total contract to \$655,500. Adding Amendment No. 3 to the Professional Services Agreement increases the total contract amount to \$1,024,400.00.

It is recommended that the City Council approve Amendment No. 3 to the Professional Services Agreement with HR Green, Inc. in the amount of \$368,900.00 for the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive.

FISCAL IMPACT: No

The NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive is included in the City of Ankeny's current CIP and currently under construction.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 3 to the Professional Services Agreement with HR Green, Inc. in the amount of \$368,900.00 for the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment No. 3
 Amendment No. 2
 Amendment No. 1
 Original Professional Services Agreement



**HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 3**

THIS AMENDMENT, made this 6th day of June 2022 by and between, the City of Ankeny (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

NE 36th Street Reconstruction – I-35 to NE Four Mile Drive

hereby amends the original Professional Services Agreement (AGREEMENT) dated April 5, 2021, Amendment No. 1 dated November 1, 2021, and Amendment No. 2 dated January 3, 2022 as follows:

CLIENT and COMPANY agree to amend **2.0 SCOPE OF SERVICES** of the original Professional Services Agreement as follows:

2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform the following services as part of THIS AMENDMENT:

- Phase 14.0 – Construction Phase Services

2.14 Phase 14.0 – Construction Phase Services

Following CLIENT's award of the NE 36th Street Reconstruction project contract to the Contractor, COMPANY shall proceed with Construction Phase Services. Construction Phase Services are based on a mandatory six-day workweek for a construction duration of approximately thirty-two (32) weeks beginning on Monday, May 9, 2022.

2.14.1 Project Management

Coordinate efforts of COMPANY to provide efficient delivery of services to CLIENT. Communicate frequently to inform CLIENT of project progress. Prepare monthly invoices and progress reports which describe services complete for the period, effort anticipated in the next period, budget status, and any outstanding items critical to project delivery. Prepare cover letters with invoices briefly describing COMPANY'S progress relative to Contractor's construction progress.

COMPANY anticipates participating in Spectrum 36 development coordination meetings and correspondence. COMPANY anticipates six (6) meetings specific to coordinating Spectrum 36 construction, site access, and project interface and recurring email and phone correspondence throughout the duration of the project.

2.14.2 Pre-construction and Progress Meetings

Conduct one (1) pre-construction meeting after the award of the construction contract for CLIENT'S Contractor, subcontractors, utility companies, and other interested parties. COMPANY's Resident Observer, Construction Manager, and two (2) additional representatives of COMPANY's engineering design team shall attend up to thirty-two (32) weekly progress meetings. Progress meetings will be held at the project site.

2.14.3 Contractor Submittal Review

Review shop drawings, material submittals, samples, and other data, which the Contractor is required to submit, but only for conformance with design intent of the project plans and conformance with the Contract Documents. COMPANY anticipates shop drawing or material submittals for storm sewer structures, sanitary sewer structures, traffic signal equipment, sidewalk

detectable warning plates, subbase gradation, concrete mix design, guide sign posts, and pavement markings. COMPANY will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.

2.14.4 Resident Observation

Resident Observation is based on established personnel-hours during the one hundred ninety (190) working days to reach substantial completion and the fifteen (15) working days following substantial completion to fully complete the overall project. The project includes five (5) primary stages of construction to reach substantial completion. Personnel-hours for each stage of construction to fully complete the project are established as follows:

- Stage 1 – four (4) personnel-hours per day for five (5) working days
- Stage 2 – eight (8) personnel-hours per day for forty (40) working days
- Stage 3 – eight (8) personnel-hours per day for fifty (50) working days
- Stage 4 – eight (8) personnel-hours per day for forty-five (45) working days
- Stage 5 – eight (8) personnel-hours per day for fifty (50) working days

Personnel-hours to reach fully complete the project following substantial completion are as follows:

- Four (4) personnel-hours per day for fifteen (15) working days

Actual resident observation time may vary from, depending on weather, construction progress, and nature of construction work. COMPANY shall be entitled to request additional compensation if more than 1,560 hours of Resident Observation is requested by CLIENT. CLIENT may, at its discretion, provide additional construction observation assistance with its own personnel to augment the resident observation provided by COMPANY.

2.14.5 Payment Applications

Determine the amounts owed to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Ten (10) Contractor payment applications are included in this Scope of Services. Such recommendations of payment will constitute a representation to CLIENT, based on such observations and review that the work progressed to the point indicated, and that to the best of COMPANY'S knowledge, information, and belief, quality of such work is generally in accordance with the contract documents. In the case of unit price work, COMPANY'S recommendation of payment will include final determinations of the quantities and classifications of such work.

2.14.6 Engineer Site Visits

An engineer shall make visits to the site at regular intervals appropriate to the various stages of construction as COMPANY deems necessary to observe, as an experienced and qualified professional familiar with construction practices, the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the engineer shall determine, in general, if such work is proceeding in accordance with the plans, and COMPANY shall keep CLIENT informed of the progress of the work.

The primary purpose of **2.15.6 Engineer Site Visits** will be to enable the engineer to better carry out their duties and responsibilities during the construction phase and, in addition, by exercise of the engineer's efforts as an experienced and qualified professional, to provide for CLIENT a greater degree of confidence that the completed work of the Contractor will conform to the contract

documents, and that the integrity of the design intent as reflected in the contract documents has been implemented and preserved by the Contractor.

During such site visits, the engineer shall not supervise, direct, or have control over the Contractor's work, nor shall the engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.

During such visits, the engineer may disapprove of, or reject, the Contractor's work while it is in progress if the engineer believes that such work will not produce a completed project that conforms to the contract documents, or that it will prejudice the integrity of the design intent of the project as reflected in the contract documents.

2.14.7 Clarifications and Change Orders

COMPANY will issue interpretations and clarifications of the contract documents, and in connection therewith, prepare change orders. This Scope of Services includes up to four (4) change orders in addition to the planned change orders described below:

Des Moines Water Works Water Main

- Forecasted effort is necessary to perform the unanticipated design of Des Moines Water Works (DMWW) facilities. Effort includes the design of the DMWW water main from the NE 110th Avenue intersection north approximately 400 feet along NE Four Mile Drive and the design of the DMWW water main from the NE Four Mile Drive intersection east approximately 200 feet along NE 110th Avenue.

2.14.8 Utility Coordination

COMPANY will coordinate with affected private franchise utility companies in advance of, and during, construction to help verify any potential field conflicts with existing facilities that were relocated following completion of design activities. No conflicts are anticipated at this time, though MidAmerican Energy, Aureon, Huxley Communications, and DMWW facilities are in close proximity to proposed construction which may reveal conflicts during construction. COMPANY will determine if potential conflicts are revealed and recommend a course of action.

2.14.9 Final Closeout

COMPANY will conduct four (4) walk-through inspections with CLIENT. The first inspection will be conducted to determine if the work is substantially complete, a second inspection to develop a punch list, the third to determine if the punch list is complete, and the fourth inspection will be conducted to determine if the project is fully complete. With input from CLIENT, COMPANY will prepare a project completion punch-list for the Contractor. COMPANY will recommend, in writing, final payment to the Contractor and will give written notice to CLIENT and the Contractor that the work is acceptable.

2.14.10 Material Testing

COMPANY will partner with a subconsultant, Terracon Consultants, Inc. (hereafter "TERRACON"), to perform Proctor tests, compaction testing, and moisture control testing of modified subbase and subgrade soils and compressive strength testing for Portland Cement Concrete (PCC) mixes used for paving on the project. Four (4) 4" x 8" cylinders will be prepared by the COMPANY per pour.

Breaks will be completed at three (3) days, seven (7) days, and 28 days. Two (2) breaks are anticipated at 28 days. This Scope of Services includes up to 30 concrete pavement pours (120 cylinders).

Cylinders will also be prepared by the COMPANY and tested for traffic signal and pedestrian pushbutton pole foundations. Two (2) 4" x 8" cylinders will be prepared per foundation. Breaks will be completed at seven (7) days and 28 days. This Scope of Services includes up to twelve (12) foundations (24 cylinders).

2.14.11 Right-of-Way Survey

COMPANY will partner with a subconsultant, Nilles Associates, Inc. (hereafter "NILLES") to perform final right-of-way survey services for the project. Right-of-way and easements will be staked at the onset of construction for Contractor's information. Final right-of-way corners will be surveyed and set following completion of construction activities. The Contractor will be responsible for preserving original right-of-way and easement stakes set by NILLES. If original right-of-way easement stakes are carelessly or willfully destroyed by the Contractor, re-staking will be charged to the Contractor.

2.14.12 Construction Survey

COMPANY will partner with NILLES to perform construction survey for the project as follows.

Project Control

- Set control points as needed during construction.

Paving and Utilities

- Stake roadway paving and sidewalk paving
- Stake intersection back of curb and curb ramp locations.
- Stake sanitary sewer structures, storm sewer structures, and water main appurtenances.

Traffic Signals

- Stake the desired location of traffic signal poles, new pedestrian pushbutton poles, and associated handholes.
- CLIENT will meet with COMPANY and NILLES in the field to concur with staked locations prior to construction by the Contractor.

The Contractor will be responsible for preserving original stakes set by COMPANY. If original survey stakes, hubs or marks are carelessly or willfully destroyed by the Contractor, re-staking will be charged to the Contractor.

2.14.13 As-Built Survey

COMPANY will partner with NILLES to perform construction survey in accordance with CLIENT's Pre-Construction and Post-Construction Submittal Requirements for all Public and Private Projects (effective 07/01/2021). Features surveyed will include sanitary sewer structures, storm sewer structures, water main appurtenances, traffic signal and pedestrian pushbutton poles, traffic signal handholes and cabinets, sign posts, and street lights. Traffic signal conduits, fiber optic conduits, and water main fittings will also be surveyed at the time of installation and prior to backfill and finish grading.

2.14.14 As-Built Record Drawings

COMPANY will prepare post-construction record drawings based on marked-up drawings, as-built survey, and other data furnished by the Contractor and the Resident Observer defining the actual



location of roadway improvements, sewer structures, water main fittings and traffic signal conduits, equipment, and fixtures. Record drawings deliverables will be prepared in accordance with CLIENT'S Pre-Construction and Post-Construction Submittal Requirements for all Public and Private Projects (effective 07/01/2021).

The CLIENT and COMPANY agree to amend **3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT** of the original Professional Services Agreement as follows:

3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

3.1 Schedule

The following schedule was prepared based on a two hundred five (205) working day schedule and the effort required to complete **2.150 Phase 15.0 – Construction Phase Services** for the NE 36th Street Reconstruction project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

- | | |
|--|-------------------|
| • Pre-Construction Meeting | April 28, 2022 |
| • Begin Resident Observation | May 9, 2022 |
| • Interim Project Substantial Completion | October 10, 2022 |
| • Overall Project Substantial Completion | December 17, 2022 |

3.2 Deliverables

The following deliverables are included within this Scope of Services:

- Pre-construction meeting notices, agenda, and minutes
- Copies of reviewed Contractor submittals
- Copies of daily observation and site visit notes; weekly report of working days; quantity measurements and tabulations; and construction related reports (e.g., concrete testing)
- Payment Applications
- Change Orders
- Punch-lists at Substantial Completion and at Final Completion
- Engineer's Certificate of Completion
- Post-construction Submittal of Record Drawings
- Final Assessment Plat and Schedule

CLIENT and COMPANY agree to amend **4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT** of the original Professional Services Agreement as follows:

4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

The following items are not included as part of this Agreement:

- Design plan modifications requested by CLIENT or Contractor during construction.
- Hazardous materials investigations and testing.
- Geotechnical investigations or soil mitigation plans.
- Costs associated with project delay or scope changes outside the control of COMPANY.
- Preparation of utility relocation plans other the DMWW facilities specified.



- Coordination and meetings with property owners, local interest groups, City Council, or public.

Supplemental services not included in this Agreement can be provided by COMPANY under separate agreement, if desired.

CLIENT and COMPANY agree to amend **5.0 CLIENT RESPONSIBILITIES** of the original Professional Services Agreement as follows:

5.0 CLIENT RESPONSIBILITIES

COMPANY will rely on CLIENT for the following items:

- Confirm staked locations of traffic signal poles prior to construction by the Contractor.
- Provide meeting time and location for Pre-construction Meeting.
- Participate in Final Closeout activities.
- Approve Payment Applications.

CLIENT and COMPANY agree to amend **6.0 PROFESSIONAL SERVICES FEE** of the original Professional Services Agreement as follows:

6.0 PROFESSIONAL SERVICES FEE

6.5 Payment

In consideration for these services, CLIENT agrees to adjust the payment for services performed by COMPANY on a Time and Material basis with a Not-to-Exceed fee to be increased by **\$368,900** summarized as follows:

• Phase 15.0 – Construction Phase Services	\$ 368,900
○ Task 15.1 – Project Management	\$ 46,000
○ Task 15.2 – Pre-construction and Progress Meetings	\$ 20,000
○ Task 15.3 – Contractor Submittals	\$ 12,700
○ Task 15.4 – Resident Observation	\$ 154,200
○ Task 15.5 – Payment Applications	\$ 3,200
○ Task 15.6 – Engineer Site Visits	\$ 32,600
○ Task 15.7 – Clarifications and Change Orders	\$ 13,800
○ Task 15.8 – Utility Coordination	\$ 6,100
○ Task 15.9 – Final Closeout	\$ 6,900
○ Task 15.10 – Material Testing	\$ 18,500
○ Task 15.11 – Right-of-Way Survey	\$ 8,000
○ Task 15.12 – Construction Survey	\$ 32,000
○ Task 15.13 – As-Built Survey	\$ 5,000
○ Task 15.14 – As-Built Record Drawings	\$ 9,900

The summary above is provided for information purposes. Fee for each Task and Phase may be reallocated to other Tasks and Phases based on project workflow.



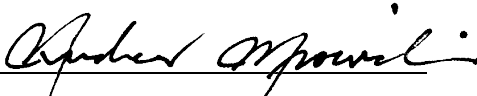
The total authorized compensation after this Amendment, including the original Professional Services Agreement, is **One Million Twenty-Four Thousand Four Hundred Dollars (\$1,024,400.00)**.

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement represents the entire and integrated AGREEMENT between CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

HR GREEN, INC.

Approved by: 
Printed/Typed Name: Andrew Mrowicki, PE

Title: President - Construction Date: May 17, 2022

CITY OF ANKENY

Accepted by: _____
Printed/Typed Name: Mark E. Holm
Title: Mayor Date: _____

Attest: _____
Printed/Typed Name: _____
Title: _____ Date: _____



HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2

THIS AMENDMENT, made this 3rd day of January 2022 by and between, the City of Ankeny (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

NE 36th Street Reconstruction – I-35 to NE Four Mile Drive

hereby amends the original Professional Services Agreement (AGREEMENT) dated April 5, 2021 and Amendment No. 1 dated November 1, 2021 as follows:

CLIENT and COMPANY agree to amend **2.0 SCOPE OF SERVICES** of the original AGREEMENT as follows:

2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform the following services as part of THIS AMENDMENT:

- Phase 12.0 – Special Assessment Services
- Phase 13.0 – Interchange Operations Report

2.12 Phase 12.0 – Special Assessment Services

COMPANY will prepare the draft Preliminary Assessment Plat and Schedule documentation package and Grade Ordinance Establishing Street Grade Elevations in advance of CLIENT's Council Meeting to adopt a Resolution for Adoption of a Preliminary Plat and Schedule. The draft documentation package will be reviewed by the CLIENT and CLIENT's Attorney. COMPANY will finalize the package based on CLIENT and CLIENT's Attorney comments and following the receipt of appraisals to support lot valuations. COMPANY will file the package and ordinance with the CLIENT's Clerk in advance of the CLIENT's Council Meeting to adopt a Resolution of Necessity. COMPANY will perform the following related tasks to support CLIENT in developing the Preliminary Assessment Plat and Schedule documentation and the formation of a Special Assessment District.

2.12.1 Methodology, Benefits, and Lot Valuations

COMPANY will develop the Assessment Benefit Area and Methodology document of the Preliminary Assessment Plat and Schedule package. Document will include:

- Description of project.
- Description of assessable project items.
- Description of property benefits related to the project.
- Description of assessment benefit / point methodology.
- Description of property valuation methodology.

CLIENT will determine lot valuations for each property within the Special Assessment District and provide each valuation to COMPANY. COMPANY will provide relevant data to CLIENT to support CLIENT's valuation determinations. Lot valuations determined by CLIENT will be based on the total property valuation contained within the eminent domain appraisals prepared by a certified real estate appraiser. Six (6) appraisal products were included in the Scope of Services for Amendment No. 1. Two (2) more appraisal products are necessary to support CLIENT's determination of lot valuations for properties within the Special Assessment District. The two (2) properties include DRA Properties, LC located near I-35 and the new Spectrum 36 Plat 1.

COMPANY will prepare a Project Information Letter on CLIENT's behalf. The letter will include a brief description of the project, the intent to form a Special Assessment District, description of the Special Assessment District methodology, valuations, payment, and City Council Authority, and a preliminary distribution of costs. COMPANY will rely on CLIENT to distribute the Project Information Letter to property owners.

COMPANY will partner with a subconsultant, JCG Land Services, Inc. (hereafter "JCG"), to coordinate with a certified real estate appraiser to prepare appraisals to support CLIENT's lot valuation determination. The costs for procuring appraisal products and reviewing appraisal reports is included in this Amendment No. 2 Scope of Services for the two (2) additional parcels.

2.12.2 Assessable Project Costs

COMPANY will develop an Engineer's Opinion of Probable Construction Costs (OPCC) based on the proposed construction improvements included in the plans and specifications for the proposed project to determine the Assessable Project Costs. The OPCC will include two Divisions defined as follows:

- Division 1 – Assessment Quantities and Costs
- Division 2 – Non-Assessment Quantities and Costs

Division 1 Assessment Quantities and Costs will generally include items related to earthwork, streets, and site work, including, but not limited to excavation, subbase, subgrade preparation, subdrains, concrete pavement, sidewalks, driveways, pavement markings, seeding, and temporary erosion control measures. Division 2 Non-Assessment Quantities and Costs will generally include sewers and drains and sewer structures.

Division 1 and Division 2 quantities will be broken down by Area which are further defined by specific project features. The Areas are defined as follows:

- Area A – Beginning of Project (just east of I-35) to just east of NE Spectrum Drive
- Area B – Just east of NE Spectrum Drive to NE Four Mile Drive
- Area C – NE Four Mile Drive within the project limits
- Area X – NE 110th Avenue just east of NE Four Mile Drive to End of Project

Quantities included in Area X will not be included in the Assessable Project Costs but will be quantified for the purposes of determining a summation of total project quantities and costs.

2.12.3 Preliminary Assessment Schedule

COMPANY will develop a Preliminary Assessment Schedule that will summarize the assessment funding for the project. The Preliminary Assessment Schedule will include the following information in a tabular format:

- Parcel ID, Owner, Mailing Address, Zone, Class, Area, Valuation, and Frontage
- Driveway Areas and Costs
- Roadway Improvement Costs
- % Costs of Roadway Improvements from Distribution of Points
- Total Assessable Costs
- 25% Parcel Valuation and Deficiency Value
- Total Maximum Preliminary Assessment and % of Total Project Costs

2.12.4 Preliminary Assessment Plat and Descriptions

COMPANY will determine the Assessment Benefit Area for the project with CLIENT. Following CLIENT concurrence of the Assessment Benefit Area, COMPANY will partner with a subconsultant, Nilles Associates, Inc. (hereafter "NILLES") to prepare the Preliminary Assessment Plat, Boundary Description, and Parcel Legal Descriptions. The Preliminary Assessment Plat and Boundary Description will describe and depict the following:

- Existing property lines, right-of-way lines, and easement lines.
- Proposed right-of-way and easement lines.
- Proposed roadway improvements.
- Assessment area boundary and benefit / point depths at increments of 50 feet.
- Parcel ID, owner, and mailing address of title holder.
- Legal description of assessment area boundary.

2.13 Phase 13.0 – Interchange Operations Report

COMPANY will prepare an Interchange Operations Report (IOR) as required by FHWA and Iowa DOT to support improvements at the I-35 / NE 36th Street interchange. The report will follow the format provided on the Interchange Access Change and Guidance Document page of the Iowa DOT website.

An IOR is necessary to forecast future traffic volumes and analyze traffic operations and safety of the I-35 / NE 36th Street interchange due to the increase in traffic volumes since the opening of the interchange and proposed Spectrum 36 development east of the I-35 corridor. A traffic impact study (TIS) completed by the Spectrum 36 development team detailed the proposed development in the northeast quadrant of the interchange and recommended the installation of traffic signal control at the I-35 Southbound Ramp Terminal intersection as an immediate need. The TIS also identified long term needs for the interchange. Other TIS documents for additional development in the vicinity will be reviewed and incorporated into traffic projections for this study. This IOR will develop traffic forecasts consistent with the area's regional travel demand model and incorporate proposed trips generated by the new development documented by the available TIS documents.

2.13.1 Traffic Forecast and Analysis

CLIENT will facilitate collection of 24-hour turning movement traffic counts at the following locations:

- NE 36th Street / NE Otterview Circle
- NE 36th Street / I-35 Southbound Ramp Terminal
- NE 36th Street / I-35 Northbound Ramp Terminal
- NE 36th Street / NE Four Mile Drive

COMPANY will coordinate with the Iowa DOT Systems Planning Bureau to obtain traffic volume data for mainline I-35. It is anticipated that the Iowa DOT has available data sources from which this data can be obtained. Physical collection of this data by COMPANY is not included as a part of this Scope of Services.

COMPANY will develop traffic forecasts and perform a traffic signal warrant analysis and operational analysis for the study area.

Traffic Forecast

COMPANY will request travel demand model output from the Des Moines Area Metropolitan Planning Organization (DMAMPO). This information is expected to include base model volume

output, 2050 forecast model output, and socio-economic data associated with the Transportation Analysis Zones (TAZs) in the study area. COMPANY will review the socio-economic data and model outputs with respect to the proposed development in the vicinity of the study interchange. A comparison of the trips generated within this quadrant of the interchange will be made between the travel demand model output and the TIS completed for the proposed developments. CLIENT and COMPANY will work with DMAMPO to address needed adjustments to the model.

COMPANY will develop traffic forecasts for the study area based on the existing traffic volume data collected and will incorporate anticipated growth from the regional travel demand model and previously completed TIS documents for proposed development in the area. The forecasted turning movement traffic volumes will be based on NCHRP 765 procedures. Traffic forecasts will be developed for the following scenarios:

- Opening Year 2022
- Mid-Year 2030
- Mid-Year 2040
- Design Year 2050

COMPANY will create Mid-Year traffic forecasts for 2030 and 2040 which will be used to assess the timing of needed infrastructure improvements at the study interchange. Mid-Year forecasts will be based on assumed straight-line growth between 2022 and the 2050 traffic forecasts.

COMPANY will prepare a Traffic Forecast Technical Memorandum to document the traffic forecasting process. This memo will document the adjustments made through the forecasting process to account for additional development in the area which was not included within the region's travel demand model. The memo will also document adjustments made, if any, to account for traffic volume fluctuations due to the COVID-19 pandemic. This memo will be provided to CLIENT, Iowa DOT, and DMAMPO for review. COMPANY will review comments received, make revisions to the memo, and finalize the document. The final memorandum will be included in the appendix of the IOR.

Signal Warrant Analysis

COMPANY will complete a traffic signal warrant analysis evaluation for the I-35 Southbound Ramp Terminal intersection at NE 36th Street. This evaluation will be completed using the Opening Year and Design Year traffic forecasts to determine the relative timing of traffic signal control needs at the interchange.

Highway Capacity Manual (HCM) Analysis

Alternatives to be analyzed include:

- No Build – existing diamond interchange
- Interim Build – traffic signal control at the I-35 Southbound Ramp Terminal
- Full Build – improved diamond interchange (concept to be developed based on operations needs to meet the desired mobility goals for the Design Year traffic)

COMPANY will complete traffic operational analysis of the study area using Highway Capacity Software (HCS 7) and prepare schematic diagrams for inclusion in the IOR document. The HCS 7 traffic operations analysis will include interstate mainline basic freeway segments, weaving segments, and ramp merge / diverge segments for the interchange. The HCS 7 analysis will include AM Peak and PM Peak conditions for the following scenarios:

- Existing Year – No Build
- Opening Year – No Build
- Design Year – No Build
- Opening Year – Interim Build
- Mid-Year 2030 – Interim Build
- Mid-Year 2040 – Interim Build
- Design Year – Interim Build
- Mid-Year 2030 Full Build
- Mid-Year 2040 Full Build
- Design Year Full Build

The COMPANY will complete a capacity analysis of the Interim Build and Full Build alternatives to assess the timing of needed full build infrastructure improvements.

Synchro / SimTraffic Development and Analysis

COMPANY will utilize Synchro / SimTraffic software to complete the traffic operations analysis of at-grade intersections within the project study area. Intersections are assumed to include NE Otterview Circle, I-35 Southbound Ramp Terminal, I-35 Northbound Ramp Terminal, NE Threshold Drive, NE Spectrum Drive, and NE Four Mile Drive. Output from the software will be obtained using the HCM reporting functionality. Draft models will be provided to CLIENT for review and final models will be provided to CLIENT for documentation purposes.

2.13.2 Safety Analysis

COMPANY will obtain historical crash data for the study area from the Iowa DOT online Iowa Crash Analysis Tool (ICAT) crash database for the most recent five-year period for which data is available. Crashes will be categorized by location and reviewed to identify possible trends.

COMPANY will perform a predictive safety analysis for the Interim Build and Full Build concepts using the FHWA SPICE spreadsheet tool for analyzing varying intersection types. A full safety evaluation using ISAT-e or IHSDM software is not included in this Scope of Services. Highway Safety Manual information will be referenced and the comparison will be included in the IOR document.

The crash analysis will include a summary (presented in tabular form) of various crash characteristics, such as crash type, crash severity, and other prevailing conditions. The crash analysis will also include a calculation of the crash rate and a comparison of these rates to Iowa statewide averages and trends.

2.13.3 Study Documentation

COMPANY will produce a Methods and Assumptions Technical Memorandum at the beginning of this Phase of work which documents the assumptions and sources of data to be used throughout the study. This document will be provided to CLIENT for review and comment. COMPANY will make revisions to the memorandum based upon comments received during the review process and will resubmit the memo for review by CLIENT and Iowa DOT. It is anticipated that the revised memo will be reviewed by FHWA. COMPANY will revise the memo based on review comments received from Iowa DOT and FHWA and finalize the document.

COMPANY will produce a draft IOR document for review by CLIENT and will revise the draft based upon comments received. COMPANY will make revisions to the IOR based upon comments received during the review process and will resubmit the IOR for review by Iowa DOT.



It is anticipated that the revised IOR will be reviewed by FHWA. COMPANY will revise the IOR based on review comments received from Iowa DOT and FHWA and finalize the document.

CLIENT and COMPANY agree to amend **3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT** of the original AGREEMENT as follows:

3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

3.1 Schedule

The schedule, shown in Exhibit F, was prepared to include reasonable allowances for review and approval times required by CLIENT, CLIENT's Attorney, Iowa DOT, and FHWA. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

3.2 Deliverables

The following deliverables are included with the Scope of Services for THIS AMENDMENT.

- Preliminary Assessment Plat and Schedule Documentation
 - Assessment Benefit Area and Methodology
 - Preliminary Assessment Plat and Schedule
 - Assessment Area Boundary Description
 - Assessable Project Quantities and Costs
 - Project Information Letter
- Grade Ordinance Establishing Street Grade Elevations
- Methods and Assumptions Memo
- Traffic Forecast Memo
- Interchange Operations Report

CLIENT and COMPANY agree to amend **4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT** of the original AGREEMENT as follows:

4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

The following items are not included as part of this AGREEMENT:

- Environmental site assessments and documentation.
- Traffic counts.
- Preparation of City Council Resolutions.
- Final Assessment Plat and Schedule.
- Coordination and meetings with property owners, attorneys, local interest groups, or public.
- Presentation at City Council Meetings.
- Construction observation and administration services.
- Construction survey and staking.
- Costs associated with project delay or scope changes outside the control of COMPANY.

Supplemental services not included in this AGREEMENT can be provided by COMPANY under separate agreement, if desired.



CLIENT and COMPANY agree to amend **5.0 SERVICES BY OTHERS** of the original AGREEMENT as follows:

5.0 SERVICES BY OTHERS

COMPANY will rely on subconsultants for support on the following items:

- Task 12.1 – Lot Valuations
- Task 12.4 – Preliminary Assessment Plat and Descriptions

CLIENT and COMPANY agree to amend **6.0 CLIENT RESPONSIBILITIES** of the original AGREEMENT as follows:

6.0 CLIENT RESPONSIBILITIES

COMPANY will rely on CLIENT for the following items:

- Traffic counts.
- Development and submittal of Concept Statement for I-35 Southbound Ramp Terminal.
- Coordination and meetings with property owners, local interest groups, or public.
- Coordination with attorneys.
- Presentation at City Council Meetings.
- Lot valuations for Special Assessments.
- Mail Project Information Letter to property owners.
- Publish Notice of Resolution of Necessity in the Des Moines Register newspaper.
- Mail Notice of Resolution of Necessity to property owners.
- Approve Invoice Payment Applications.

CLIENT and COMPANY agree to amend **7.0 PROFESSIONAL SERVICES FEE** of the original AGREEMENT as follows:

7.0 PROFESSIONAL SERVICES FEE

7.5 Payment

In consideration for these services, CLIENT agrees to adjust the payment for services performed by COMPANY on a Time and Material basis with a maximum Not-to-Exceed fee to be increased by **\$84,000** summarized as follows:

• Phase 12.0 – Special Assessment Services	\$35,600
○ Task 12.1 Methodology, Benefits, and Lot Valuations	\$ 9,200
○ Task 12.2 Assessable Project Costs	\$ 4,800
○ Task 12.3 Preliminary Assessment Schedule	\$11,100
○ Task 12.4 Preliminary Plat and Descriptions	\$10,500
• Phase 13.0 – Interchange Operations Report	\$48,400
○ Task 13.1 Traffic Forecast and Analysis	\$29,000
○ Task 13.2 Safety Analysis	\$ 7,200
○ Task 13.3 Study Documentation	\$12,200
• Total Time and Materials	\$84,000

The summary above is provided for information purposes. Fee for each Phase may be reallocated to other Phases based on project workflow.



The total authorized compensation after THIS AMENDMENT, including the original AGREEMENT and AMENDMENT NO. 1, is six hundred fifty-five thousand five hundred Dollars (\$655,500).

THIS AMENDMENT is subject to all provisions of the original AGREEMENT.

THIS AMENDMENT, together with the original AGREEMENT and AMENDMENT NO. 1 represents the entire and integrated AGREEMENT between CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written below.

HR GREEN, INC.

Approved by: 

Printed/Typed Name: David Maxwell, P.E.

Title: Vice President Date: 12/23/2021

CITY OF ANKENY

Accepted by: 

Printed/Typed Name: Mark Holm

Title: Mayor Date: 1-3-22

Attest: 

Printed/Typed Name: Denise L. Hoy

Title: City Clerk Date: 1-3-22

Task Name		Start	Finish	2022											
		Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
1	ME 58th Street Reconstruction - 1.53 to NE Four Mile Drive	Tue 1/24/22	Fri 5/13/22												
2	Special Assessment Services	Mon 1/31/22	Fri 3/11/22												
3	Prepare Draft Preliminary Plat and Schedule	Mon 1/31/22	Fri 1/17/22												
4	Submit Draft Preliminary Plat and Schedule	Fri 1/17/22	Fri 1/17/22												
5	City Review of Draft Preliminary Plat and Schedule	Mon 1/10/22	Fri 1/14/22												
6	Receive Appraisals Reports from Real Estate Appraiser	Fri 1/14/22	Fri 1/14/22												
7	Receive City Comments on Draft Preliminary Plat and Schedule	Fri 1/14/22	Fri 1/14/22												
8	Prepare Revised Preliminary Plat and Schedule	Mon 1/17/22	Wed 1/19/22												
9	Submit Revised Preliminary Plat and Schedule for Attorney Review	Wed 1/19/22	Wed 1/19/22												
10	Attorney Review of Revised Preliminary Plat and Schedule	Thu 1/20/22	Mon 1/24/22												
11	Receive Attorney Comments on Revised Preliminary Plat and Schedule	Mon 1/24/22	Mon 1/24/22												
12	Prepare Final Preliminary Plat and Schedule	Tue 1/25/22	Thu 1/27/22												
13	Submit Final Preliminary Plat and Schedule for Attorney Review	Thu 1/27/22	Thu 1/27/22												
14	Prepare Grade Ordinance Establishing Street Grade Elevations	Mon 1/17/22	Wed 1/19/22												
15	Submit Grade Ordinance Establishing Street Grade Elevations for City Review	Wed 1/19/22	Wed 1/19/22												
16	City Review of Grade Ordinance Establishing Street Grade Elevations	Thu 1/20/22	Mon 1/24/22												
17	Receive City Comments on Grade Ordinance Establishing Street Grade Elevations	Mon 1/24/22	Mon 1/24/22												
18	Prepare Final Grade Ordinance Establishing Street Grade Elevations	Tue 1/25/22	Thu 1/27/22												
19	Submit Final Grade Ordinance Establishing Street Grade Elevations	Thu 1/27/22	Thu 1/27/22												
20	City Council Meeting	Mon 2/7/22	Mon 2/7/22												
21	Preliminary Resolution for Construction of Public Improvements	Mon 2/7/22	Mon 2/7/22												
22	Resolution for Fixing Values of Lots	Mon 2/7/22	Mon 2/7/22												
23	Resolution for Adoption of Preliminary Plat and Schedule	Mon 2/7/22	Mon 2/7/22												
24	Resolution of Necessity (Proposed)	Mon 2/7/22	Mon 2/7/22												
25	Consideration of Grade Ordinance Establishing Street Grade Elevations (1)	Mon 2/7/22	Mon 2/7/22												
26	Mail Notice of Public Hearing for Resolution of Necessity to Property Owners	Mon 2/14/22	Mon 2/14/22												
27	City Council Meeting	Mon 2/14/22	Mon 2/14/22												
28	Consideration of Grade Ordinance Establishing Street Grade Elevations (2)	Mon 2/14/22	Mon 2/14/22												
29	Publish Notice of Public Hearing for Resolution of Necessity to Property Owners (1)	Fri 2/18/22	Fri 2/18/22												
30	Publish Notice of Public Hearing for Resolution of Necessity to Property Owners (2)	Fri 2/25/22	Fri 2/25/22												
31	City Council Meeting	Mon 3/7/22	Mon 3/7/22												
32	Resolution of Necessity	Mon 3/7/22	Mon 3/7/22												
33	Resolution for Preparation of Detailed Plans, Specifications and Contract	Mon 3/7/22	Mon 3/7/22												
34	Resolution to Approve Plans, Specifications, and Contract	Mon 3/7/22	Mon 3/7/22												
35	Resolution to Set Bid Opening and Public Hearing on Contract Documents	Mon 3/7/22	Mon 3/7/22												
36	Consideration of Grade Ordinance Establishing Street Grade Elevations (3)	Mon 3/7/22	Mon 3/7/22												
37	Publish Grade Ordinance Establishing Street Grade Elevations	Fri 3/11/22	Fri 3/11/22												
38	Final Design (services included as part of Amendment No. 1)	Mon 1/13/22	Tue 3/8/22												
39	Prepare Final Plans (Unsigned), Specifications and Contract	Mon 1/13/22	Fri 2/4/22												
40	Submit Final Plans (Unsigned), Specifications and Contract	Fri 2/4/22	Fri 2/4/22												
41	City Review of Final Plans (Unsigned), Specifications and Contract	Mon 2/7/22	Mon 2/21/22												
42	Receive City Comments on Final Plans (Unsigned), Specifications and Contract	Mon 2/21/22	Mon 2/21/22												
43	Prepare Final Plans (Signed), Specifications and Contract	Tue 2/22/22	Tue 3/8/22												
44	Submit Final Plans (Signed), Specifications and Contract	Tue 3/8/22	Tue 3/8/22												

January 3, 2022



HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

THIS AMENDMENT, made this 1st day of November 2021 by and between, the City of Ankeny (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

NE 36th Street Reconstruction – I-35 to NE Four Mile Drive

hereby amends the original Professional Services Agreement (AGREEMENT) dated April 5, 2021 as follows:

CLIENT and COMPANY agree to amend **2.0 SCOPE OF SERVICES** of the original AGREEMENT as follows:

2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform the following services as part of THIS AMENDMENT:

- Phase 1.0 – Project Management and Administration
- Phase 2.0 – Stakeholder Coordination
- Phase 3.0 – Utility Coordination
- Phase 7.0 – Right-of-Way and Easements
- Phase 8.0 – Land Acquisition Services
- Phase 9.0 – Geotechnical Services
- Phase 10.0 – Final Design
- Phase 11.0 – Bid Phase Services

The Scope of Services for Phase 4.0 – Surveying and Mapping, Phase 5.0 – Functional Design, and Phase 6.0 – Preliminary Design as part of the original AGREEMENT is considered complete and is not amended as part of THIS AMENDMENT. Each of the Phases of professional services included in THIS AMENDMENT listed above is further described below.

2.1 Phase 1.0 – Project Management and Administration

The Scope of Services for Phase 1.0 – Project Management and Administration as part of the original AGREEMENT is considered complete. COMPANY will perform the following Project Management and Administration services to deliver the project from the Preliminary Design milestone completed as part of the original AGREEMENT through the services included in THIS AMENDMENT. The tasks below are amended as stated.

2.1.1 Administration and Controls

Revise Project Management Plan for Final Design and related services. COMPANY will monitor internal team and subconsultant project progress, communication protocols, schedule, and work plan in conformance with the Project Management Plan and design Quality Control reviews are completed in accordance with the Quality Control Plan.

2.1.2 Progress Reporting and Invoicing

Prepare an additional six (6) monthly invoices and progress reports which describe services complete for the period, effort anticipated in the next period, budget status, and any outstanding items critical to project delivery.

2.1.3 Communications and Meetings

Participate in recurring phone and email correspondence with CLIENT for the anticipated six-month duration of THIS AMENDMENT.

Conduct internal project progress meetings and recurring internal coordination with core team members to discuss project progress, schedule, and budget. COMPANY anticipates an additional twelve (12) formal internal project coordination meetings.

This task includes twelve (12) weekly check-in phone conferences between CLIENT and COMPANY project manager and an additional four (4) formal project status meetings with CLIENT. Project status meetings will involve two (2) representatives of COMPANY, to be held at either COMPANY's or CLIENT's location, or hosted by COMPANY online. COMPANY will prepare an agenda and distribute minutes for each project status meeting.

2.2 Phase 2.0 – Stakeholder Coordination

As part of THIS AMENDMENT, COMPANY will continue to participate in recurring phone and email correspondence and periodic coordination of design information with engineering professionals and representatives of the Spectrum 36 development team, Iowa DOT, Polk County, and CLIENT. The tasks below are amended as stated.

2.2.1 Development Team Coordination

This task is amended to include periodic phone and email correspondence and two (2) coordination meetings with the Spectrum 36 development team and CLIENT. Meetings will involve two (2) representatives of COMPANY, to be held at either COMPANY's, CLIENT's, or development team's location, or hosted by either party online. COMPANY will document discussions and decisions to consider in development of Final Design.

2.2.2 Iowa DOT Coordination

Project includes new traffic signalization at the NE 36th Street and I-35 Southbound Ramps intersection, modifications to signalization at the I-35 Northbound Ramps intersection, and temporary traffic control conditions within Iowa DOT right-of-way. COMPANY will participate in periodic phone and email correspondence and coordination of design information with Iowa DOT and CLIENT and participate in one (1) online meeting during Final Design.

Coordination, analysis, and documentation necessary to complete an Interchange Operations Report (IOR) is not included in THIS AMENDMENT Scope of Services.

2.2.3 Polk County Coordination

Project includes impacts to Polk County facilities, including NE 110th Avenue and NE 29th Street (City NE Four Mile Drive) and requires coordination with Polk County Public Works and CLIENT. This task, included as part of the original AGREEMENT, is not considered complete. COMPANY anticipates completing the task as stated in the original AGREEMENT during Final Design.

2.3 Phase 3.0 – Utility Coordination

As part of THIS AMENDMENT, COMPANY will continue to identify utility owners present in the project vicinity and potential conflicts with proposed infrastructure and coordinate vacuum excavation test holes. The tasks below are amended as stated.

2.3.1 Utility Identification

COMPANY previously coordinated with Iowa One Call as part of the original AGREEMENT to identify utilities within the project footprint which require notification. It was determined that one additional utility owner is in the project vicinity that was not identified during previous Iowa One Call coordination. COMPANY will contact the utility owner and request current maps and information related to the facilities within the project area. COMPANY will review utility maps provided by the facility owner for consistency with field observations.

2.3.2 Conflict Identification

COMPANY will identify potential utility conflicts based on the surface locates provided by Iowa One Call service providers, utility survey of surface visible utility features, and Preliminary Design. COMPANY will continue to coordinate with utility companies to advise the companies of the nature and extent of the proposed improvements, potential conflicts, and resolution.

2.3.3 Meetings

COMPANY will conduct the following additional coordination meetings with facility owners as part of THIS AMENDMENT. COMPANY will prepare an agenda and document discussions and decisions in meeting minutes and distribute minutes to participants.

- One (1) additional joint utility coordination meeting to discuss relocation plans.
- One (1) additional focus coordination meeting with MidAmerican Energy to discuss potential underground conversion, relocation plans, relocation schedule, and any necessary easements for MidAmerican Energy facilities.

2.3.4 Test Holes

This task, included as part of the original AGREEMENT, is not considered complete. COMPANY anticipates completing the task as generally stated in the original AGREEMENT during the Final Design task.

2.3.5 Relocation Plan Review

COMPANY will file franchise utility relocation plans, review relocation plans, and coordinate CLIENT relocation plan review. CLIENT will coordinate franchise utility relocation permitting.

2.7 Phase 7.0 – Right-of-Way and Easements

COMPANY will determine permanent right-of-way and permanent and temporary easement requirements for the project. COMPANY will partner with a subconsultant, Nilles Associates, Inc. (hereafter "NILLES") to perform right-of-way survey, right-of-way mapping, and prepare right-of-way plats and easement exhibits.

2.7.1 Right-of-Way Layout

COMPANY will determine the proposed right-of-way and permanent and temporary easements necessary to construct, operate, and maintain existing and proposed CLIENT infrastructure. The right-of-way layout and easement limits will be displayed on H Sheets and included in the project plans for information only. COMPANY anticipates proposed right-of-way and easement determination on eight (8) properties.

2.7.2 Right-of-Way Survey and Mapping

COMPANY will partner with NILLES to perform right-of-way survey and mapping for the project. The extent of the right-of-Way survey and mapping will be as necessary to establish existing

right-of-way and easements and will be performed under the supervision of NILLES' Professional Land Surveyor licensed in the State of Iowa.

Right-of-Way Survey

Utilizing project control established by the COMPANY, NILLES shall provide right-of-way survey services generally described below.

- Research City and County records including right-of-way strip maps, subdivision plats, section corner ties and surveys and locate existing boundary corner monuments.
- Determine ownership of the properties affected by the project and establish property lines, right-of-way lines, section lines, and easements.
- Preliminary stake proposed right-of-way and easement acquisitions with lath.

NILLES shall provide right-of-way survey services within the limits generally described below.

- Along NE 36th Street from I-35 to the NE Four Mile Drive (County NE 29th Street) intersection.
- Along NE 110th Avenue from the NE Four Mile Drive (County NE 29th Street) intersection east along the north line of the Northwest Quarter of Section 8 – Township 80 North – Range 23 West.
- Along NE Four Mile Drive (County NE 29th Street) from the NE 36th Street (County NE 110th Avenue) intersection south along the west line of the Northwest Quarter of Section 8 – Township 80 North – Range 23 West.
- Along NE Four Mile Drive (County NE 29th Street) from the NE 36th Street (County NE 110th Avenue) intersection north along the east line of the Southeast Quarter of Section 6 – Township 80 North – Range 23 West.

Right-of-Way Mapping

Right-of-Way Survey will be mapped to establish existing right-of-way and easements under the supervision of NILLES' Professional Land Surveyor licensed in the State of Iowa.

- Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.
- Prepare necessary section corner certificates.
- Prepare CAD files in Bentley MicroStation with property lines, roadway right-of-way lines, section lines, and easements as shown on existing plats and other documents of record along with the land corner monuments and property pins located in the field.

2.7.3 Platting and Exhibits

COMPANY will partner with NILLES to prepare proposed temporary construction easement exhibits and right-of-way and permanent easement plats and associated legal descriptions for use in acquiring property necessary to construct, operate, and maintain existing and proposed CLIENT infrastructure. The Scope of Services as part of THIS AMENDMENT includes:

- Up to six (6) Right-of-Way Plats and Legal Descriptions
- Up to eight (8) Permanent Easement Plats and Legal Descriptions
- Up to eight (8) Temporary Easement Exhibits

Acquisition plats and legal descriptions shall comply with the requirements of Iowa Code and will be certified by NILLES' Professional Land Surveyor preparing the documents.

2.7.4 Right-of-Way Quality Control Reviews

Quality Control Reviews will be performed to verify existing and proposed right-of-way and easement lines; correctness of property owner information and legal descriptions; and accuracy and completeness of H Sheets, plats, and exhibits.

2.8 Phase 8.0 – Land Acquisition Services

COMPANY will partner with a subconsultant, JCG Land Services, Inc. (hereafter "JCG"), to provide acquisition support on eight (8) properties, including the one (1) Spectrum 36 property which is comprised of multiple platted lots. JCG will draft a Temporary Easement document for the Temporary Easement rights over the recently-platted development site. JCG and COMPANY will provide the easement documentation to CLIENT to directly coordinate with the property owner for execution. JCG assumes this easement will be dedicated for \$0.00 or \$1.00 and no Compensation Estimates or other documentation will be needed for the property being developed.

JCG will prepare compensation estimates, agreement documents, and parcel files for the remaining seven (7) properties. COMPANY and JCG will rely on CLIENT for preparation of fee title closing documents, acquisition payment processing and fulfillment of the real estate closing process. Closings, relocation assistance, and acquisition proceedings or condemnation support are not included in this Scope of Services.

2.8.1 Record of Property Ownership and Liens Certificate

For acquisition purposes, a certified Record of Ownership and Liens report(s) will be obtained by JCG from a local abstractor and verified to identify all the owners, easements and encumbrances, judgments, mortgages, and other interest holders needed to obtain possession of the interests in land being acquired. A maximum cost of \$500 per parcel for procuring the Certified Record of Ownership and Liens is included in this Scope of Services. Any additional costs for procuring Certified Record of Ownership and Liens are not included in this Scope of Services and will be considered a reimbursable expense.

2.8.2 Public Hearing

If applicable, CLIENT will mail the Notice of Public Hearing and a Statement of Property Owner's Rights to all property owners and contract purchasers by regular mail not less than 30 days before the date of the hearing; and publish a notice of the public hearing at least four but not more than 20 days before the public hearing. Upon request, JCG will participate in the Public Hearing to explain the acquisition process.

2.8.3 Compensation Valuation

JCG will prepare offers of compensation based upon current fair market value of similar property in the vicinity of the project. To adequately determine the fair market value of right-of-way sought to be acquired, JCG will search public records for comparable sales data for each land use type encountered for allocation of Just Compensation payments. JCG anticipates preparing one Compensation Estimate. JCG assumes three (6) appraisal products for the project. If the proposed acquisition for any additional parcels is above \$10,000 and complicated, or estimated to

exceed \$25,000.00, JCG will recommend the services of an experienced Eminent Domain Appraiser to prepare the appraisal products for CLIENT. If requested, JCG will also recommend an experienced Eminent Domain Review Appraiser to complete the valuation process. The CLIENT shall approve the Review Appraiser's allocation of value to be offered to the affected property owner(s) as Just Compensation for the acquisition of each parcel. The costs for procuring appraisal and reviewing appraisal reports is included in this Scope of Services.

2.8.4 Negotiations and Acquisition Process

Forms of transfer documents and purchase agreements will be submitted to CLIENT for approval and acceptance. JCG shall make a good faith effort to negotiate the purchase of the land, or interests in the land, needed for the project. JCG shall make contacts with the property owner, tenant, and/or their legal representative to explain the effect of the acquisition, answer questions, and make a written offer to acquire the property. If an agreement cannot be reached with a property owner through good faith negotiations, JCG shall consider any evidence of value or an appraisal provided by the landowner; report landowner counteroffers; and/or make a recommendation whether a settlement should be attempted at an amount other than that previously offered. No action shall be taken based on such recommendations until it has been approved by the CLIENT.

Negotiations shall be considered complete upon occurrence of one of the following:

- Both the owner and tenant accept the offer or an administrative settlement.
- Either the owner or tenant fails or refuses to sign the offer or administrative settlement.
- In the judgment of CLIENT, negotiations have reached an impasse.

JCG may enter extended negotiations (meetings beyond four unsuccessful attempts) upon request of CLIENT or Acquiring Authority. Time associated with extended negotiations will be tracked on a time and material basis and may require an additional amendment to the original AGREEMENT. Design changes during negotiations that necessitate duplications of efforts and/or lead to extended negotiations will also be tracked on a time and materials basis and may require an additional amendment to the original AGREEMENT. For each parcel on which negotiations have reached an impasse or that cannot be acquired by negotiated agreement, JCG shall deliver as much of the file to CLIENT as necessary for CLIENT's attorney, or the Acquiring Authority's attorney, to begin preparations for the condemnation of the parcel.

2.8.5 Closing Process

Upon completion of the acquisition of right of way, JCG will organize and verify data for each parcel file's closing and payment process and return the parcel file data to CLIENT for payment processing and the closing process. The completed file will contain originals of all executed conveyance documents, a signed W-9 form, and, if necessary, an Allocation of Proceeds statement directing the split of payment(s) to be made.

2.8.6 Condemnation Support

In the event condemnation should become necessary, JCG will provide parcel file documents and information necessary for CLIENT's attorney, or the Acquiring Authority's attorney, or other attorney, to file the Application for Condemnation. If requested, (under a separate time and materials amendment to the original AGREEMENT) JCG will attend necessary meetings in support of the condemnation proceeding and/or appear as an expert witness at the condemnation hearing. In addition to the items contained in **Phase 8.0 – Land Acquisition Services** in THIS AMENDMENT, JCG will also provide additional support and administrative services as requested by CLIENT's attorney in support of the condemnation process on a case by case basis.

2.9 Phase 9.0 – Geotechnical Services

COMPANY will partner with a subconsultant, Terracon Consultants, Inc. (hereafter "TERRACON"), to perform geotechnical field explorations, laboratory testing, and engineering analyses necessary to provide pavement thickness, subgrade treatment, earthwork operations, and subsurface drainage recommendations. TERRACON will provide a Geotechnical Engineering Report summarizing existing conditions, engineering analyses, and recommendations.

2.9.1 Field Exploration

TERRACON will layout borings and obtain ground surface elevations at each boring location using a survey level and rod in reference to the nearest benchmark(s). COMPANY will validate elevations based on existing terrain data. The location and number of borings is summarized below:

Planned Location	Number of Borings ^{1, 2}	Planned Boring Depth (BGS) ^{3, 4}	No. of Pavement Cores
NE 36 th Street	5	10 to 15 feet	5
NE Four Mile Drive (County NE 29 th Street)	2	10 feet	2
1. See Exhibit D for site location. See Exhibit E for anticipated exploration plan. 2. Number of pavement penetrations created by our exploration crew will be dependent on obtaining an adequate volume of material. If additional material is needed for our laboratory testing, additional pavement penetrations will be obtained in adjacent pavement areas, as needed. 3. BGS = below existing ground surface. 4. Although not anticipated for the proposed boring depths, borings may be terminated at shallower depths if relatively dense material is encountered.			

Subsurface Exploration Procedures

TERRACON will obtain a sample of the pavement material with a diamond-tipped core barrel, and will observe approximate aggregate base material thicknesses, if present. The existing pavement components and approximate thickness will be measured with a tape along the side of the pavement penetration. TERRACON plans to advance the borings with a drilling rig using continuous flight solid-stem augers. Four samples are planned to be obtained in each boring. Soil sampling will be performed using thin-wall tube and/or split-barrel sampling procedures. The samples will be placed in appropriate containers and taken to the laboratory for testing under the direction of a project engineer. Water level observations will generally be completed during and immediately after drilling.

The TERRACON exploration team will prepare field logs as part of the drilling operations, which will include sampling depths, penetration distances, and other sampling information. These field logs will include visual descriptions of the materials encountered during drilling and the driller's interpretation of the subsurface conditions between samples.

Site Access

Proposed boring locations are situated within existing roadway right-of-way and easements. Should the proposed locations shown in Exhibit E be moved to private property at the request of CLIENT, TERRACON will rely on CLIENT to coordinate right-of-entry to the site with adjacent property owners. TERRACON will obtain the necessary work in roadway right-of-way permits with City of Ankeny, Iowa DOT, or Polk County in order to complete field exploration services.

Traffic Control

TERRACON will retain a traffic control subcontractor to facilitate drilling and coring for this project. The costs for implementing traffic control measures in accordance with FHWA Manual on Uniform Traffic Control Devices (MUTCD) such as signs, traffic cones, and flaggers, as needed to protect the travelling public and TERRACON's work area(s) are included in THIS AMENDMENT.

Ground Disturbance

TERRACON will take reasonable efforts to reduce damage to properties. However, it should be understood that in the normal course of field exploration, disturbance could occur (e.g., muddying the ground surface, penetrations through pavements, etc.). THIS AMENDMENT Scope of Services does not include services associated with repair of existing landscapes or pavements to existing conditions and is limited to backfilling and patching of boreholes.

Boreholes will be backfilled with sand after their completion and capped with sack-mixed concrete. Excess auger cuttings will be dispersed in the adjacent ditches. Because backfill material often settles below the surface after a period of time, TERRACON recommends the boreholes be checked periodically and backfilled by CLIENT, if necessary. TERRACON can provide this service or grout the holes as part of a separate AMENDMENT.

Safety

TERRACON assumes there are no environmental concerns at this project site that would create health or safety hazards associated with the exploration program. Standard OSHA Level D Personal Protection Equipment (PPE) is considered appropriate for the exploration program.

Phase 9.0 – Geotechnical Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on boring logs and summarized in the Geotechnical Engineering Report.

TERRACON will submit a ticket request through Iowa One-Call for utility location services. The number or location of proposed borings may deviate from Exhibit E based on the locations of utilities marked by Iowa One-Call service providers. TERRACON will not proceed with borings until locations have been marked by Iowa One-Call service providers. **Phase 9.0 – Geotechnical Services** does not include subsurface exploration.

2.9.2 Laboratory Testing

TERRACON will review field data and assign various laboratory tests to better understand select engineering properties of various strata. The anticipated laboratory tests for this project include:

- Visual – Manual Description of Soils
- Water Content
- Unit Weight
- Unconfined Compressive Strength
- Atterberg Limits

The laboratory testing program includes examination of soil samples. Based on the material's texture and plasticity, TERRACON will describe and classify the soil samples in general accordance with the Unified Soil Classification System (USCS).

2.9.3 Geotechnical Engineering Report

Results of **2.9.1 Field Exploration** and **2.9.2 Laboratory Testing** will be reviewed and summarized by a professional engineer in a Geotechnical Engineering Report. The Geotechnical Engineering Report will include the following:

- Boring logs with field and laboratory data.
- Stratification based on visual soil descriptions.
- Groundwater levels observed during and after the completion of drilling.
- Site Location and Exploration Plan.
- Subsurface exploration procedures.
- Description of subsurface conditions.
- Earthwork construction, including:
 - Site preparation.
 - Considerations for existing fill soils.
 - Shrink-swell soil design considerations, if applicable.
 - Cut and fill construction.
 - Excavation and backfill.
 - Suitability of existing on-site soils for use as structural fill.
 - Structural fill compaction criteria.
- Pavements recommendations, including:
 - Subgrade preparation.
 - Subsurface drainage.

2.10 Phase 10.0 – Final Design

Upon CLIENT's acceptance of the Preliminary Plans comment resolution, COMPANY shall subsequently proceed with **Phase 10.0 – Final Design**. The services to be performed by COMPANY as part of this Phase are described below.

2.10.1 Final Roadway

A final roadway design will be developed based on the design developed during the Preliminary Design phase and CLIENT directed modifications to NE Four Mile Drive. Design will be in accordance with SUDAS Standard Specifications and City of Ankeny Supplemental Specifications. The final roadway design will include the primary components:

Roadway Typical Sections and Details

Refine proposed typical sections (B Sheets) from the Preliminary Plans to reflect roadway widths, turn lane limits, sidewalk construction limits, roadside design, and final ditch designs. Typical details will also be finalized and included in the B Sheets. Modifications to the NE Four Mile Drive corridor typical sections will include incorporating an urban curb and gutter section Street in place of the rural section depicted in the Preliminary Plans for the segment north of NE 36th.

Roadway Plan and Profiles

Roadway profiles will be optimized based on coordination of final Spectrum 36 development surfaces; consideration of adjacent properties; design of final storm sewer structure depths; and culvert sizes and required cover.

Horizontal alignments are considered complete and modifications of horizontal alignments are not included in the Scope of Services for THIS AMENDMENT.

Final horizontal alignment, vertical profile, and other information pertinent to roadway grading and paving, such as ditch grades and future construction, will be depicted on the D and E Sheets.

Roadway Modeling and Cross Sections

COMPANY will integrate final horizontal alignments and refined profiles, CLIENT approved typical cross sections, existing terrain, and proposed Spectrum 36 development surfaces to prepare the final roadway models and cross sections for inclusion in the plans. Modifications to the NE Four Mile Drive corridor and cross sections will include incorporating an urban curb and gutter section Street in place of the rural section depicted in the Preliminary Plans for the segment north of NE 36th.

Cross sections (W Sheets and X Sheets) will be created for NE 36th Street (NE 110th Avenue) and NE Four Mile Drive (NE 29th Street) Street at 25-foot intervals and at geometric break points, transition points, entrance centerlines, storm sewer intakes, and pipe cross culverts using Bentley MicroStation and Geopak OpenRoads software. Cross sections will be the basis for earthwork computations.

Roadway Geometrics and Jointing

COMPANY will prepare a final geometric and jointing plan for the complete project due to the frequent changes in typical sections. Roadway cross slopes, taper transition points, limits of curbs, shoulder transitions, and a jointing layout will be depicted on L Sheets.

2.10.2 Final Drainage

A final storm sewer, culvert layout, and drainage design will be developed, in general accordance with SUDAS Stormwater Management Criteria, Standard Specifications, and City of Ankeny Supplemental Specifications. The design will be based on drainage analysis and design and coordination with the Spectrum 36 development team performed during Functional Design and Preliminary Design. The final drainage design will include the primary components:

Storm Sewer and Subdrains

Storm sewer optimization using Bentley Geopak Drainage for NE 36th Street design depicted in the Preliminary Plans. In addition, storm sewer will be designed for NE Four Mile Drive north of NE 36th Street to a point approximately 400 feet north of NE 36th Street. COMPANY anticipates storm sewer system outlet north of NE 36th Street shown in the Preliminary Plans will be modified to outlet near the future location of the Upper Pond identified in the Spectrum 36 Stormwater Master Plan.

Storm sewer computations will be validated with independent manual calculations. Storm sewer structure types, pipe sizes and lengths, and outlet revetment will be specified on M Sheets. Green Infrastructure BMPs are not included in the Scope of Services for THIS AMENDMENT.

Final subdrain layout, including cleanouts and outlets will be depicted on the M Sheets.

Culverts and Ditches

Analysis of existing and proposed overland flow, ditch conveyance, and storage conditions near the intersection of NE 36th Street and NE Four Mile Drive using XP-SWMM stormwater modeling software. The XP-SWMM model is not intended to recreate the ultimate buildout results from the Spectrum 36 Stormwater Master Plan. The model will rely on the data provided in the Spectrum 36 Stormwater Master Plan to perform an independent analysis of a proposed, interim condition. Analysis will be utilized in providing final proposed condition recommendations for ditch conveyance, cross culvert sizing and arrangement, and flow control and conveyance near the intersection.

Ditches grades, culvert structure types, sizes and lengths, and revetment measures will be specified on D Sheets and M Sheets. Ditch sections and culvert longitudinal profiles will be depicted in the cross sections (X Sheets).

2.10.3 Final Water Main and Sanitary Sewer

COMPANY will finalize the sanitary sewer crossing developed during Preliminary Design and prepare a water main crossing for consideration of new City of Ankeny potable water service and distribution south of NE 36th Street.

Water Main

The Spectrum 36 development team is expected to design an extension of the existing 16 inch diameter water main along the north side of NE 36th Street for construction prior to the construction of this NE 36th Street Reconstruction project. Construction of the water main designed by others will be shown on the roadway plan and profiles sheets (D Sheets) and proposed water main layout sheets (O Sheets).

COMPANY will coordinate with the Spectrum 36 development team to locate the extension of the 16 inch diameter water main and associated appurtenances and prepare the layout of one (1) 10 inch crossing near the NE Spectrum Drive intersection. Layout will be shown on O Sheets. Design of longitudinal water main along the NE 36th Street corridor is not included in this Scope of Services.

Sanitary Sewer

COMPANY will finalize the design of one (1) 12 inch sanitary sewer main crossing under NE 36th Street approximately 450 feet east of proposed NE Spectrum Drive. The new crossing will connect with a future 12 inch sanitary sewer main designed by the Spectrum 36 development team. COMPANY will coordinate with the Spectrum 36 development team to determine the location of the new crossing. Design of longitudinal sanitary sewer main along NE 36th Street is not included in this Scope of Services.

2.10.4 Final Intersections and Sidewalks

COMPANY will prepare final intersection and sidewalk layouts for the project. Plans will include intersection specific layouts and longitudinal sidewalk layouts west of NE Threshold Drive and between the NE Threshold Drive and NE Spectrum Drive intersections. The interface of sidewalks will be coordinated with the Spectrum 36 development team.

Geometrics, Staking, and Jointing

Determine final pavement elevations, curb return profiles, and jointing details at the NE Threshold Drive, NE Spectrum Drive, and NE Four Mile Drive intersections. Intersection geometrics, staking, and jointing will be shown on L Sheets.

Sidewalks and Pedestrian Curb Ramps

Refine the design for the sidewalk and pedestrian curb ramps developed during the Preliminary Design phase. Verify compliance with the current "Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way" (PROWAG) and SUDAS design standards. Determine the final geometrics, running slopes, cross slopes, landing areas, and elevations for sidewalk and pedestrian curb ramps along with coordinating the locations and elevations of pedestrian push buttons. Intersection sidewalk and curb ramp layouts and calculations will be shown on S Sheets.

Longitudinal sidewalk layouts will be prepared west of NE Threshold Drive and between the NE Threshold Drive and NE Spectrum Drive intersections along the north side of NE 36th Street and between the field and commercial entrances along the south side of NE 36th Street where sidewalks are anticipated to deviate from the typical section horizontal and vertical location. Sidewalk layouts will be shown on S Sheets.

2.10.5 Final Private Drives and Entrances

COMPANY will design NE 36th Street access locations for the proposed private drive east of NE Spectrum Drive and north of NE 36th Street and residential driveways and field entrances south of NE 36th Street. COMPANY assumes five (5) driveways and entrances will be included in the plans. Horizontal alignment and vertical profile will be depicted on the NE 36th Street preliminary plan and profile D Sheets. Exact locations of access will be coordinated with stakeholders.

2.10.6 Final Traffic Signal

This task includes the preparation of final traffic signal plans for three intersections:

- NE 36th Street at I-35 Southbound Ramp Terminal
- NE 36th Street at I-35 Northbound Ramp Terminal
- NE 36th Street at NE Spectrum Drive

COMPANY will refine the traffic signal design plans, developed during the Preliminary Design phase. Determine final traffic signal locations, wiring, and pedestrian accommodations and develop vehicle detection sheets. The plans will include the installation of single-mode fiber optic cable from the intersection of NE 36th Street and NE Delaware Avenue to the intersection of NE 36th Street and NE Four Mile Drive.

It is anticipated that the modifications to the I-35 Northbound Ramp Terminal traffic signal system will occur during off-peak / weekend hours and a temporary traffic signal system will not be necessary. Modifications to the traffic signal due to temporary traffic control and construction staging will be included plans.

The design of a temporary traffic signal system for any of the project intersections is not anticipated and not included in this Scope of Services. A Public Interest Finding (PIF) memo is not anticipated as part of the Scope of Services due to local funding being utilized for the project.

COMPANY will coordinate with the local utility company on power supply to the traffic signal systems. COMPANY anticipates utilizing the same power service location for existing signalized locations. New Power service is anticipated for signal system at the NE Spectrum Drive intersection. Use of existing cabinet / power service is anticipated for the I-35 Southbound Ramp Terminal intersection. Power service coordination will remain at a high level with the intent that the Contractor will be responsible for final power service coordination details.

It is understood that CLIENT will provide traffic signal timing values as necessary to the Contractor as part of the traffic signal turn-on process; thus the development of traffic signal timing tables are not anticipated and not included within this Scope of Services. COMPANY will develop initial timing and signal phasing tables for inclusion on the plans.

2.10.7 Final Street Lighting

Develop a street lighting layout based on MidAmerican Energy's standard street lighting equipment to accommodate the reconstruction of the project area. COMPANY anticipates a street lighting layout with alternating north and south pole locations along the NE 36th Street corridor. The lighting layout will include luminaires located on top of the traffic signal structures at each

corner of the signalized intersection of NE Spectrum Drive. Intersection lighting at the unsignalized intersection of NE Four Mile Drive will also be included.

COMPANY will perform a photometric analysis, per City of Ankeny lighting policy, to calculate and illustrate the resulting illumination of the layout. Finalize the wattage, mounting height, and location of lighting poles based on the standard street lighting equipment and structures typically supplied by MidAmerican Energy and City of Ankeny's roadway illumination policy.

Street lighting layout sheets (P Sheets) will be included in the plans for information only. Plans will include a station / offset table for street light locations. Final street lighting layout will be used as the basis for MidAmerican Energy to perform final design of the street lighting system and develop a cost proposal to construct the street lighting system within the project area. CLIENT will review and approve the photometric analysis and final lighting layout for MidAmerican Energy design and construction.

2.10.8 Final Construction Staging and Traffic Control

Refine the construction staging, maintenance of access plans and traffic control plan developed during Preliminary Design. Maintenance of vehicular traffic will be finalized, including detours due to any intersection or roadway segment closures being considered. This task includes layout of temporary traffic control devices in accordance with CLIENT standards and FHWA MUTCD.

The final plans will include provisions for managing access to the Spectrum 36 development site and to affected properties during construction. On-site temporary accessways will be included on F Sheets and include geometric, staking, and elevation data necessary to construct the temporary accessway.

This task also includes layout of permanent pavement markings and small sign assemblies in the J Sheets in accordance with CLIENT standards and the FHWA MUTCD.

2.10.9 Final Erosion Control and Seeding

Finalize locations and types of temporary and permanent erosion control measures to be used on the project. Indicate location of devices and areas to be seeded.

2.10.10 Special Layouts and Details

COMPANY will prepare special layouts and details on U Sheets for the following:

Removal Plan

COMPANY will prepare a separate removal plan to depict removal of existing pavements, drainage structures, entrances, sidewalks, signs, and similar infrastructure.

Existing Utilities Mapping

Existing Utilities Mapping (for information only) will be based on utility survey of surface visible utility features, Iowa One Call locates, and test holes performed as part of task **2.3.4 Test Holes**.

Proposed Utilities Mapping

Proposed Utilities Mapping (for information only) will be based on relocation plans prepared by utility owners.

Plan and Profile for Joint Utility Trench

COMPANY will prepare a typical detail and plan and profile for a Joint Utility Trench along the south side of NE 36th Street. Typical detail will include proposed trench dimensions, depths, and potential utility owner assignments for conduits to be included in the trench.

Plan and profile will depict the horizontal location and vertical profile of the Joint Utility Trench. The trench will be located between front of sidewalk and back of curb. Existing ground and proposed surface elevations will be shown in the profile.

Special Structure Details

COMPANY anticipates an optimized storm design that utilizes the existing intake structure at STA 88+82 (structure S-03) and pipe P-03. One (1) special detail will be prepared that indicates modifications to the structure that includes new pipe penetrations and top slab below the proposed surface.

2.10.11 Final Plans

COMPANY will prepare Pre-Final Plans (75%) for a CLIENT over-the-shoulder (OTS) review session. The Pre-Final Plans will include primary design elements for review and comment prior to COMPANY finalizing plans and specifications for the bid-ready Check Plans (95%) submittal. The following sheets will be included in the Pre-Final Plans.

- Title Sheet and Location Map Sheet (A Sheets)
- Typical Cross Sections and Details (B Sheets)
- Pre-Final Quantities (C Sheet)
- Plan and Profile for NE 36th Street and NE 110th Avenue (D Sheets)
- Plan and Profile for NE Four Mile Drive (E Sheets)
- Plan and Profile for NE Spectrum Drive (E Sheets)
- Plan and Profile for NE Threshold Drive (E Sheets)
- Survey and Mapping Information and Alignment Data (G Sheets)
- Right-of-Way and Easements Layout (H Sheets)
- Construction Staging, Detour Maps, and Temporary Traffic Control (J Sheets)
- Permanent Traffic Control Pavement Markings and Signing (J Sheets)
- Geometrics, Staking, and Jointing (L Sheets)
- Storm Sewer and Drainage Plan (M Sheets)
- Traffic Signal Plan and Fiber Optic Layout (N Sheets)
- Sanitary Sewer Plan (O Sheet)
- Water Main Plan (O Sheet)
- Sidewalks and Pedestrian Ramp Plan (S Sheets)
- Removal Plan (U Sheets)
- Existing Utility Mapping (U Sheets)
- Cross Sections for NE 36th Street (W Sheets)
- Cross Sections for NE Four Mile Drive (X Sheets)
- Cross Sections for NE 110th Avenue (X Sheets)

COMPANY will facilitate an OTS review session of the Pre-Final Plans with CLIENT as part of a scheduled project status meeting. COMPANY will address one (1) round of CLIENT comments from the Pre-Final Plans OTS review session and prepare bid-ready Check Plans for CLIENT review and comment. COMPANY will address one (1) round of CLIENT comments from the Check Plans submittal and prepare Final Plans (100%) for Bid Letting. All sheets from the Pre-Final Plans will be included in the Check Plans and Final Plans submittals, in addition to the sheets listed below.

- Final Quantities, Estimate Reference Information, and General Information (C Sheets)
- Temporary Construction Accessway Layout (F Sheets)
- Street Lighting Layout (P Sheets)
- Erosion Control and Seeding (R Sheets)
- Tabulation of Earthwork (T Sheets)
- Proposed Utility Mapping (U Sheets)
- Typical Detail for Joint Utility Trench (U Sheets)
- Plan and Profile for Joint Utility Trench (U Sheets)
- Special Structure Details (U Sheets)

2.10.12 Final Bid Items and OPCC

Determine final bid items using the standard bid items provided by SUDAS. Prepare and verify quantity calculations for bid items. Prepare estimate reference information based on SUDAS specifications and CLIENT Supplemental Specifications.

Prepare Opinion of Probable Construction Cost (OPCC) for the project. The OPCC will be based on estimated quantities for construction bid items. The OPCC will be submitted at the Check Plans and Final Plans milestones.

2.10.13 Final Design Quality Control Reviews

Quality Control Reviews will be performed prior to Check Plans and Final Plans milestone submittals by the Project Manager and experienced Project Engineers. Reviewers will check for accuracy of engineering design, constructability of the project, completeness of plans, and appropriate specifications and bid items.

2.11 Phase 12.0 – Bid Phase Services

COMPANY will perform the following tasks related to project permitting and bid letting. COMPANY will provide technical criteria, written descriptions, design data and prepare the permit applications on behalf of CLIENT. Any fees for the permits, licenses or other costs associated with the permits and approvals will be invoiced to CLIENT as reimbursable expenses.

2.11.1 Iowa DNR Permits

Due to the proposed improvements, it is assumed three (3) permit applications will be submitted to the Iowa Department of Natural Resources (DNR).

- One (1) National Pollutant Discharge Elimination System (NPDES) Permit Application.
- One (1) Water Supply Construction Permit Application.
- One (1) Wastewater Disposal System Construction Permit Application.

2.11.2 Iowa DOT Permits

Due to the proposed improvements, it is assumed permit coordination will be required with Iowa Department of Transportation (DOT). COMPANY will prepare and submit the following permit applications to Iowa DOT on behalf of the CLIENT.

- Iowa DOT Form 810028 – Application to Perform Work Within State Right-of-Way
- Iowa DOT Form 531051 – 511 Request Form
- Iowa DOT Form 810025 – Application for use of Highway Right-of-Way for Utilities Accommodations

2.11.3 Polk County Permits

Due to the proposed improvements in Polk County jurisdiction, it is assumed permit coordination will be required with Polk County. COMPANY will prepare and submit the following permit applications to Polk County on behalf of the CLIENT.

- One (1) Right-of-Way Grant Permit Application
- One (1) Grading and Site Improvement Permit Application

2.11.4 Project Manual and SWPPP

CLIENT will provide templates for all front-end contract documents in the Project Manual. COMPANY will prepare a Project Manual to include Notice to Bidders and Notice of Public Hearing; Proposal Form; Bid Bond Form; Contract Form; Performance, Payment, and Maintenance Bond Form; and Notice to Proceed. COMPANY will perform the following tasks to fulfill the project bid letting:

- Distribute **Notice to Bidders** and **Notice of Public Hearing** to Contractors.
- Prepare and upload final plans and project manual online through QuestCDN. Fees incurred for contractor download via QuestCDN are included in THIS AMENDMENT up to a maximum of \$600.
- Respond to contract document-related questions and, if necessary, issue applicable addenda to interpret, clarify, or expand the bidding documents.
- Attend project bid letting held by CLIENT and prepare and distribute a tabulation of bid letting results.
- Assist CLIENT with issuing contract award notification and in preparing contract and bond documents following award of the project.

CLIENT will provide templates for the Stormwater Pollution Prevention Plan (SWPPP) to be included in the Project Manual. COMPANY will perform the following:

- Prepare Site Description and Site Map.
- Prepare Pollution Prevention Plan Certification.
- Prepare NPDES Certification.
- Include Grading and Erosion Control Plan (R Sheets).

The CLIENT and COMPANY agree to amend **3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT** of the original AGREEMENT as follows:

3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

3.1 Schedule

The following schedule was prepared to include reasonable allowances for review and approval times required by CLIENT. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

- | | |
|------------------------------------|-------------------|
| • Pre-Final Plans (75%) OTS Review | November 3, 2021 |
| • Check Plans (95%) Submittal | November 17, 2021 |
| • Final Plans (100%) Submittal | December 20, 2021 |
| • Order Construction | January 3, 2022 |
| • Bid Letting | January 25, 2022 |
| • Construction Contract Award | February 7, 2022 |

3.2 Deliverables

The following deliverables are included with the Scope of Services for THIS AMENDMENT.

- Geotechnical Engineering Report
- Street Lighting Layout and Photometric Analysis for MidAmerican Energy designs
- Right-of-way and Permanent Easement Plats and Legal Descriptions
- Temporary Easement Exhibits and Descriptions
- Property Appraisals, Acquisition Compensation Estimates, and Parcel Files
- Pre-Final Plans (75%) prepared on 11" X 17" sheets in PDF format
- Check Plans (95%) prepared on 11" X 17" sheets in PDF format
- Check Plans (95%) OPCC
- Final Plans (100%) prepared on 11" X 17" sheets in PDF format
- Final Plans (100%) OPCC
- Iowa DNR Permits Applications
 - One (1) NPDES) Permit Application.
 - One (1) Water Supply Construction Permit Application.
 - One (1) Wastewater Disposal System Construction Permit Application.
- Iowa DOT Permits Applications
 - Iowa DOT Form 810028
 - Iowa DOT Form 531051
 - Iowa DOT Form 810025
- Polk County Permits Applications
 - One (1) Right-of-Way Grant Permit Application
 - One (1) Grading and Site Improvement Permit Application
- Project Manual and SWPPP
- Bid Tabulation

CLIENT and COMPANY agree to amend **4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT** of the original AGREEMENT as follows:

4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

The following items are not included as part of this AGREEMENT:

- Environmental site assessments and documentation.
- Special Assessments.
- Retaining wall or box culvert layout and design.
- Stormwater routing analysis and detention basin design.
- Interchange Operations Report
- Temporary traffic signal design at I-35 Northbound Ramps Terminal, NE Spectrum Drive or NE Four Mile Drive.
- Coordination and meetings with property owners, local interest groups, or public.
- Construction observation and administration services.
- Construction survey and staking.
- Costs associated with project delay or scope changes outside the control of COMPANY.

Supplemental services not included in this AGREEMENT can be provided by COMPANY under separate agreement, if desired.



CLIENT and COMPANY agree to amend **5.0 SERVICES BY OTHERS** of the original AGREEMENT as follows:

5.0 SERVICES BY OTHERS

COMPANY will rely on subconsultants for the following items:

- **Phase 7.0 – Right-of-Way and Easements**
- **Phase 8.0 – Land Acquisition Services**
- **Phase 9.0 – Geotechnical Services**

CLIENT and COMPANY agree to amend **6.0 CLIENT RESPONSIBILITIES** of the original AGREEMENT as follows:

6.0 CLIENT RESPONSIBILITIES

COMPANY will rely on CLIENT for the following items:

- Coordination and meetings with property owners, local interest groups, or public.
- Payment processing and fulfillment of the closing process property acquisition.
- Signature authority and expense reimbursement for required permit applications.
- Approve Invoice Payment Applications.

CLIENT and COMPANY agree to amend **7.0 PROFESSIONAL SERVICES FEE** of the original AGREEMENT as follows:

7.0 PROFESSIONAL SERVICES FEE

7.5 Payment

In consideration for these services, CLIENT agrees to adjust the payment for services performed by COMPANY on a Time and Material basis with a maximum Not-to-Exceed fee to be increased by **\$365,000** summarized as follows:

<u>Phase Name</u>	<u>Original PSA</u>	<u>Amend No. 1</u>	<u>Total Fee</u>
• Phase 1.0 – Project Management and Administration	\$ 19,400	\$40,600	\$60,000
• Phase 2.0 – Stakeholder Coordination	\$ 8,600	\$6,500	\$15,100
• Phase 3.0 – Utility Coordination	\$ 11,300	\$11,000	\$22,300
• Phase 4.0 – Surveying and Mapping	\$ 18,200		\$18,200
• Phase 5.0 – Functional Design	\$ 71,000		\$71,000
• Phase 6.0 – Preliminary Design	\$ 78,000		\$78,000
• Phase 7.0 – Right-of-Way and Easements		\$30,000	\$30,000
• Phase 8.0 – Land Acquisition Services		\$45,800	\$45,800
• Phase 9.0 – Geotechnical Services		\$10,400	\$10,400
• Phase 10.0 – Final Design		\$215,000	\$215,000
• Phase 11.0 – Bid Phase Services		\$5,700	\$5,700
• Total Time and Materials	\$ 206,500	\$365,000	\$571,500

The summary above is provided for information purposes. Fee for each Phase may be reallocated to other Phases based on project workflow.



The total authorized compensation after THIS AMENDMENT, including the original AGREEMENT, is five hundred seventy-one thousand five hundred Dollars (\$571,500).

THIS AMENDMENT is subject to all provisions of the original AGREEMENT.

THIS AMENDMENT, together with the original AGREEMENT represents the entire and integrated AGREEMENT between CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written below.

HR GREEN, INC.

Approved by: 
Printed/Typed Name: David Maxwell, P.E.
Title: Vice President Date: 10/26/2021

CITY OF ANKENY

Accepted by: 
Printed/Typed Name: Gary Lorenz
Title: Mayor Date: 11-1-21

Attest: 
Printed/Typed Name: Denise L. Hoy
Title: City Clerk Date: 11-1-21



PROFESSIONAL SERVICES AGREEMENT

For

**NE 36th Street Reconstruction
I-35 to NE Four Mile Drive**

City of Ankeny
Public Works Department
1210 NW Prairie Ridge Drive
Ankeny, IA, 50023
515-963-3520

Jason Lastovica, P.E., Project Manager
HR Green, Inc.
5525 Merle Hay Road
Suite 200
Johnston, IA, 50131
515-657-5263

April 5, 2021

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THIS AGREEMENT is between the City of Ankeny (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 PROJECT UNDERSTANDING

1.1 General Understanding

This project includes the design of the widening and pavement reconstruction of NE 36th Street from just east of I-35 to NE Four Mile Drive and traffic signal installations at the intersections of NE 36th Street at I-35 Southbound Ramps and NE Spectrum Drive to accommodate the projected increase in traffic and access needs associated with the Spectrum 36 Neighborhood Plan. This project is further described as follows:

- Removal of existing pavement;
- Excavation and preparation of existing subgrade;
- Construction of new pavement on new modified subbase with longitudinal subdrain;
- Construction of storm sewer systems;
- Pedestrian accessibility and bicycle accommodations improvements;
- Traffic signal, signing, and pavement marking improvements;
- Installation of sanitary sewer crossing of NE 36th Street.

1.2 Project Criteria and Assumptions

- The project will be let by means of a local letting, and the latest edition of Statewide Urban Design and Specifications (SUDAS) and City of Ankeny Supplemental Specifications will be applicable to the design.
- Computer Aided Design (CAD) will be performed using Bentley software applications.
- Design of proposed improvements to NE 36th Street will reference the Spectrum 36 Neighborhood Plan approved April 5, 2021 and associated traffic and drainage studies.
- Scope of Services as part of this AGREEMENT includes the services necessary to perform design survey, coordinate potential existing utility adjustments, coordinate facility interface with development stakeholders, prepare functional designs for alternative analysis, and develop a preliminary design based on a preferred alternative.
- Remaining design services, such as Geotechnical, Right-of-Way, Public Information Meeting, Final Design, and Bid Letting services, will be included in an AMENDMENT to this AGREEMENT or under a separate AGREEMENT.
- Project Management and Administration, Stakeholder Coordination, and Utility Coordination services will be provided for a duration of four (4) Months under this AGREEMENT. These services will be included with the above remaining design services in an AMENDMENT to this AGREEMENT, or under a separate AGREEMENT, to meet a project bid letting tentatively scheduled for January 2022.



2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform the following services:

- Phase 1.0 – Project Management and Administration
- Phase 2.0 – Stakeholder Coordination
- Phase 3.0 – Utility Coordination
- Phase 4.0 – Surveying and Mapping
- Phase 5.0 – Functional Design
- Phase 6.0 – Preliminary Design

Each of these Phases of engineering design services is described below.

2.1 Phase 1.0 – Project Management and Administration

COMPANY will perform the following project management and administration services to deliver the project.

2.1.1 Administration and Controls

Prepare a Project Management Plan which includes communication protocols, schedule, work plan and a Quality Control Plan. COMPANY will monitor project progress in conformance with the Project Management Plan and design Quality Control reviews are completed in accordance with the Quality Control Plan.

2.1.2 Progress Reporting and Invoicing

Prepare four (4) monthly invoices and progress reports which describe services complete for the period, effort anticipated in the next period, budget status, and any outstanding items critical to project delivery.

2.1.3 Communications and Meetings

Participate in recurring phone and email correspondence with CLIENT for the four-month AGREEMENT duration.

Conduct one (1) internal project kick-off meeting and recurring internal coordination meetings with core team members to discuss project progress, schedule, and budget. COMPANY anticipates eight (8) formal internal project coordination meetings.

This task includes three (3) project status meetings with CLIENT – two (2) meetings during Functional Design and one (1) meeting during Preliminary Design. Meetings will involve two (2) representatives of COMPANY, to be held at either COMPANY's or CLIENT's location, or hosted by COMPANY online. COMPANY will prepare an agenda and distribute minutes for each meeting.

2.2 Phase 2.0 – Stakeholder Coordination

Participate in recurring phone and email correspondence and periodic coordination of design information with engineering professionals and representatives of the Spectrum 36 Neighborhood Plan development team, Polk County, and CLIENT.

2.2.1 Development Team Coordination

This task includes periodic phone and email correspondence and two (2) coordination meetings with the Spectrum 36 Neighborhood Plan development team and CLIENT – one (1) meeting each during Functional Design and Preliminary Design. Meetings will involve two (2) representatives of COMPANY, to be held at either COMPANY's, CLIENT's, or development team's location, or hosted by either party online. COMPANY will document discussions and decisions to consider in development of Functional Design and Preliminary Design.

2.2.2 Iowa DOT Coordination

Project includes new traffic signalization at the NE 36th Street and I-35 Southbound Ramps intersection. COMPANY will participate in periodic phone and email correspondence and coordination of design information with Iowa DOT and CLIENT and participate in one (1) online meeting during Preliminary Design. COMPANY will rely on CLIENT to coordinate the installation justification of the traffic signal with the Iowa DOT during Functional Design.

2.2.3 Polk County Coordination

Project includes potential impacts to Polk County facilities, including NE 110th Avenue (City NE 36th Street) and NE 29th Street (City NE Four Mile Drive) and requires coordination with Polk County Public Works and CLIENT. COMPANY will participate in periodic phone and email correspondence and coordination of design information with Polk County Public Works Engineering Division and CLIENT and participate in two (2) coordination meetings – one (1) meeting each during Functional Design and Preliminary Design.

2.3 Phase 3.0 – Utility Coordination

2.3.1 Utility Identification

COMPANY will coordinate with Iowa One Call to identify utilities within the project footprint which require notification. COMPANY will contact public and private utility owners of record to request current maps of facilities within the project area. COMPANY will review utility maps provided by facility owners for consistency with field locates.

2.3.2 Conflict Identification

COMPANY will identify potential utility conflicts based on the surface locates provided by Iowa One Call service providers, utility survey of surface visible utility features, and Preliminary Design. COMPANY will provide copies of Preliminary Design Plans and will coordinate with utility companies to advise the utility companies of the nature and extent of the proposed improvements and potential conflicts. Utility relocation plan review is not included in this Scope of Services. COMPANY will review utility relocation plans and participate in periodic phone and email correspondence to coordinate relocations as part of an AMENDMENT to this AGREEMENT or as part of a separate AGREEMENT for Final Design.

2.3.3 Meetings

COMPANY will conduct the following coordination meetings with facility owners. COMPANY will prepare an agenda and document discussions and decisions in meeting minutes and distribute minutes to participants.

- One (1) joint utility coordination meeting will be conducted at the conclusion of Preliminary Design.
- One (1) focus coordination meeting with MidAmerican Energy to discuss potential impacts to overhead electric lines.

2.3.4 Test Holes

COMPANY will employ the services of a qualified Contractor to perform vacuum excavation to spot check existing underground utilities at the intersections of NE 36th Street and I-35 Southbound Ramps and NE 36th Street and NE Spectrum Drive at the conclusion of Preliminary Design. Vacuum excavation test holes will validate the horizontal location of mapped utilities for the purposes of finalizing the location of traffic signal poles. The Contractor will be required to independently coordinate with Iowa One Call to confirm the presence of utilities prior to vacuum excavation. The Contractor will be required to independently coordinate with Iowa DOT to obtain the appropriate permit(s) to perform vacuum excavation within I-35 exit ramp and entrance ramp right-of-way. This Scope of Services includes eight (8) vacuum excavation test holes.

2.4 Phase 4.0 – Surveying and Mapping

COMPANY will perform survey and mapping services for the project. Survey will include features within existing right-of-way and beyond the existing right-of-way to understand the terrain and existing features adjacent to existing roadway project limits. COMPANY shall provide survey generally described below and identified in EXHIBIT C.

- Along NE 36th Street (County NE 110th Avenue) from just west of the I-35 Southbound Ramps intersection to the NE Four Mile Drive (County NE 29th Street) intersection. (approximately 2,800 linear feet). Total cross section width is approximately 250 feet.
- Along NE 110th Avenue from the NE Four Mile Drive (County NE 29th Street) intersection east 1,000 linear feet. Total cross section width is approximately 250 feet.
- Along NE Four Mile Drive (County NE 29th Street) from the NE 36th Street (County NE 110th Avenue) intersection south 1,000 linear feet. Total cross section width is approximately 150 feet.
- Along NE 29th Street from the NE 36th Street (County NE 110th Avenue) intersection north 1,000 linear feet. Total cross section width is approximately 150 feet.

2.4.1 Surveying

Right-of-Way and Parcel Mapping and Research

COMPANY will prepare a Bentley MicroStation CAD file with parcel lines based on publicly available GIS mapping. Parcel owner names will be obtained from Polk County public records and added to the CAD file for the purposes of plan preparation. Right-of-way lines will be shown according to Polk County records. Access control lines will be shown according to Iowa DOT records.

Right-of-Entry

Right-of-Entry is anticipated for adjacent parcels. Survey activities on private property are required. Right-of-entry will be coordinated and acquired by CLIENT.

Ground Control

Iowa Regional Coordinate System Zone 8 NAD83 (2011) and North American Vertical Datum of 1988 (NAVD88 GEOID12A) IA RTN US Survey Feet will be used. Narrative explaining how horizontal control points and vertical datum were determined will be prepared. This narrative will be included in the final plans. COMPANY will produce Reference Ties in Bentley MicroStation CAD format.

- *Horizontal Control* – Locate existing survey control points established along the roadways within the project area and adjacent Spectrum 36 Neighborhood development. Obtain section corner information from Polk County. Establish additional control points (minimum of 4) along the project extents as necessary. The additional control points will be referenced to physical features.
- *Vertical Control* – Locate existing benchmarks established along roadways within the project area and adjacent Spectrum 36 Neighborhood development. Existing benchmark and datum information will be provided by CLIENT. Establish additional benchmarks (minimum of 4) and elevations of control points.

Topographic Survey

Iowa DOT feature codes will be used for survey on the project and identify the following:

- Locate topographic features within the project limits. These items include trees, shrubs, fences, parking lots, retaining walls, signs, mail boxes, ground break lines etc.
- Locate streets, driveways, sidewalks, pedestrian curb ramps, curb and gutter, etc. Existing joints will be located near proposed pavement tie-in locations. The type of material shall be noted (e.g. concrete, asphalt, etc.).
- Locate storm sewer intakes, storm sewer manholes, driveway pipes, roadway cross culverts, sanitary sewer manholes, water valves, hydrants, traffic and fiber handholes, light poles, traffic signal poles, and cabinets.

Utility Survey

Field survey the horizontal locations of private utilities and public utility systems based on surface visible features (e.g. telephone pedestals, power poles, guy wires, electric transformer boxes, cable television pedestals, light poles and luminaries, valves, utility accesses and vaults, etc.) and flags and marks by utility owners.

Intakes and manholes will be opened to measure the structure's dimensions (length, width, and depth); direction of flow and sizes of each pipe; the flow line elevations of each pipe; and to determine the types of structure and pipe materials.

Field Books

Field books will be prepared and describe typical field information associated with field conditions, control point and benchmark information, and unique topographic features. In addition to information and data typically included with survey field books, sketches of storm sewer structures, driveway pipes, and roadway cross culverts will include:

- Accurate identification of pipe sizes, shapes, flow lines, and materials.
- Location of casting(s) in relation to center of structure or walls.
- "Assessment of Condition" ("Good" / "Fair" / "Poor") for the structure and visible portions of connecting pipes, including identification of structure materials (e.g. concrete block, cast-in-place concrete, corrugated metal pipe, brick, etc.)
- Structure type identification (e.g. specific SW series (DOT/SUDAS)), if possible.

2.4.2 Mapping

Base Mapping and Digital Terrain Modeling

A Base Map and Digital Terrain Model (DTM) will be used by COMPANY for the design of the proposed improvements.

- *Base Map* – Prepare a MicroStation CAD drawing that contains survey line-work, symbols, and drawings of features that were located as part of the topographic and utility surveys. Public and private utility locations will be based on surface visible features and locations marked by owners in the field in coordination with maps obtained from utility companies. The CAD drawing file will comply with Iowa DOT Design Manual protocols.
- *Digital Terrain Model* – Create a DTM to display ground contours at one-foot (major) and 0.2 foot (minor) intervals in the Base Map Contours Model. The DTM and base map will be used for the design of the proposed improvements.

2.5 Phase 5.0 – Functional Design

COMPANY will perform Functional Design services to evaluate two (2) ultimate functional designs from just east of I-35 to NE Four Mile Drive. One (1) interim build condition associated with each ultimate functional design will also be evaluated to determine feasible interim conditions should budgetary constraints prohibit construction of an ultimate functional design.

Ultimate Functional Design A

This functional design for NE 36th Street will include a horizontal alignment that generally follows the existing NE 36th Street centerline and balanced widening of the corridor to the north and south. Right-of-way from north and south properties would be anticipated along with utility adjustments along the south side of the corridor. Full buildout of the proposed functional design typical cross section would terminate at NE Four Mile Drive. Transition sections and segments of NE 29th Street, NE Four Mile Drive, and NE 110th Avenue would be anticipated.

- *Interim Condition A* – An interim condition will be evaluated that utilizes the base horizontal and vertical geometry of Ultimate Functional Design A. The east terminus of the project would likely be located just east of NE Spectrum Drive due to the traffic generated from the initial phase of the Spectrum 36 Neighborhood Plan. A determination by CLIENT will be made on the interim lane configuration, pedestrian and bicycle facilities, and a horizon year for recommended buildout of the ultimate functional design.

Ultimate Functional Design B

This functional design for NE 36th Street will include a horizontal alignment that shifts the existing NE 36th Street centerline north to minimize right-of-way acquisition and potential utility adjustments along the south side of the corridor. The centerline would shift south in alignment with the existing centerline approaching NE Four Mile Drive. Full buildout of the proposed functional design typical cross section would terminate at NE Four Mile Drive. Transition sections and segments of NE 29th Street, NE Four Mile Drive, and NE 110th Avenue would be anticipated.

- *Interim Condition B* – An interim condition will be evaluated that utilizes the base horizontal and vertical geometry of Ultimate Functional Design B. The east terminus of the project would likely be located just east of NE Spectrum Drive due to the traffic generated from the initial phase of the Spectrum 36 Neighborhood Plan. A determination by CLIENT will be made on the interim lane configuration, pedestrian and bicycle facilities, and a horizon year for recommended buildout of the ultimate functional design.

At the conclusion of Functional Design, a preferred alternative will be selected and carried forward into Preliminary Design. Work tasks to be performed by COMPANY as part of this Phase are described below.

2.5.1 Design Criteria and Constraints

Develop the project design criteria based on SUDAS and other applicable sources with input from CLIENT. Identify constraints applicable to the project and consistent with the goals of the project. The following will be performed to document design criteria and constraints:

- Verify functional classification, design type, and design speed.
- Establish and evaluate geometric elements of the proposed improvements.
- Evaluate alternative section dimension requirements including lane width, cross slope, curb offset, parking area width and slope, and sidewalk and shared use path offsets, etc.
- Establish provisions for pedestrians with regards to pedestrian push button accessibility, sidewalk and curb ramp vertical elevations as required by PROWAG.
- Determine project areas to be closed to traffic and detour alternatives.
- Evaluate maintenance of pedestrian traffic during construction, including detours.
- Identify constraints such as utilities, right-of-way, trees, private infrastructure, drainage-related elements, sight distance, etc. that will influence the design.
- Confirm drainage design criteria.

Pavement design will not be performed. CLIENT will provide prescription for pavement, subbase, and subgrade materials and thicknesses to COMPANY.

2.5.2 Site Visit

An initial site visit will be conducted to inventory and observe existing features. Site Visit will involve three (3) representatives of COMPANY.

2.5.3 Functional Design Roadway

Roadway Typical Sections

Alternate typical sections for NE 36th Street will be evaluated to determine the appropriate width and longitudinal jointing layout of the roadway for each ultimate build condition and interim build condition. Typical section elements will include lane widths, curb and gutter sections, cross slope, and parking area width and slope, sidewalk width and location, utility locations, right-of-way width(s), and clear zone.

It is assumed ultimate functional design typical sections will generally be consistent with existing NE 36th Street sections west of NE Otter View Circle. No more than two (2) typical section alternatives for NE 36th Street will be evaluated for each ultimate functional design and interim build condition. One (1) widening and transition typical section for each of NE 110th Avenue, NE 29th Street, and NE Four Mile Drive will also be developed.

Roadway Plan and Profiles

Establish NE 36th Street horizontal alignment and vertical profile for each ultimate functional design based on the topographic survey, available NE 36th Street as-built information, right-of-way constraints, and Spectrum 36 Neighborhood development plans. Interim condition alignments and profiles will utilize ultimate functional design alignments and profiles to the extent practical. It is anticipated that transition alignments and profiles will be necessary to evaluate interim conditions within each ultimate functional design. Widening and transition lane geometry for each of NE 110th Avenue, NE 29th Street, and NE Four Mile Drive will also be developed.

Roadway Modeling and Cross Sections

Integrate NE 36th Street functional design horizontal alignments and vertical profiles, CLIENT approved typical cross sections, existing terrain, and proposed Spectrum 36 Neighborhood development surfaces to prepare functional design roadway model and cross sections. Cross sections will be created at 50-foot intervals and at geometric break points and transition points using Bentley MicroStation and Geopak OpenRoads software. Cross sections for each of NE Four Mile Drive, NE 110th Avenue, and NE 29th Street will also be developed.

Modeling and cross sections will be created for construction cost estimating and reference material for guidance during alternative review. Formal cross section exhibits, plan sheets, and scroll plots during Functional Design are not included in this Scope of Services.

2.5.4 Functional Design Drainage

Based on desktop research of existing conditions, current runoff along NE 36th Street is discharged into roadside ditches situated on both the north and south sides of the existing road. These shallow ditches gently flow east toward the intersection with NE Four Mile Drive and NE 29th Street. From here, flows appear to turn south and flow along NE Four Mile Drive to a corrugated metal pipe approximately 2,000 feet south of NE 36th Street where flow crosses under NE Four Mile Drive from west to east, eventually reaching Deer Creek.

According to the Stormwater Management Report prepared by RDG for the Spectrum 36 development, it is the development team's intention to capture the pavement runoff from NE 36th Street and NE Four Mile Drive and route it into the Upper Detention Area basin near the SE corner of the Spectrum 36 development, ultimately flowing north to Otter Creek. The functional drainage design for the NE 36th Street project will consider this plan in drainage analysis.

COMPANY will perform a limited drainage area-based analysis to inventory existing hydrologic and hydraulic conditions and analyze any impacts of the proposed improvements on downstream property owners and to determine appropriate infrastructure sizing. Analysis will be in accordance with SUDAS Stormwater Management Criteria, City of Ankeny Supplemental Specifications, and CLIENT'S applicable codes and ordinances and reference the above stormwater report.

This task also includes developing one (1) technical memorandum documenting the existing conditions for stormwater flows, design methodology for draining the new road section and anticipated upstream development, along with other related recommendations to CLIENT.

2.5.5 Functional Design Exhibits

COMPANY will prepare Functional Design Exhibits for each ultimate functional design and interim build condition for CLIENT review and comment. COMPANY will address one (1) round of CLIENT comments during the **2.5.8 Functional Design Alternative Review** task. The following sheets will be included in the Functional Design Exhibits submittal.

- Title Sheet and Location Map Sheet (A Sheets)
- Functional Design Roadway Typical Cross Sections (B Sheets)
- Functional Design Roadway Plan and Profile for NE 36th Street (D Sheets)
- Functional Design Roadway Plan and Profile for NE Four Mile Drive (E Sheets)
- Functional Design Roadway Plan and Profile for NE 110th Avenue (E Sheets)
- Functional Design Roadway Plan and Profile for NE 29th Street (E Sheets)

One (1) scroll plot of each ultimate functional design and interim build condition will also be prepared and submitted to support the **2.5.8 Functional Design Alternative Review** task.

2.5.6 Functional Design OPCC

Determine quantities and bid items using the standard bid items provided by SUDAS and prepare Opinion of Probable Construction Costs (OPCC) for each ultimate functional design and interim condition to support the **2.5.8 Functional Design Alternative Review** task. Each OPCC will be based on estimated quantities for major construction items (e.g. removals, pavement, sidewalk, pedestrian ramps, traffic signals, storm sewer intakes, storm sewer pipes, etc.) and include an appropriate contingency for unidentified bid items.

2.5.7 Functional Design Field Review

Review of ultimate functional design and interim build conditions at the project site with CLIENT to discuss key issues and design elements, including pavement reconstruction limits, drainage structure design, utility installations, pedestrian and bicycle facilities, and traffic signal improvements. The review will be held to support selection of a preferred alternative. It is assumed three (3) representatives of COMPANY will participate in the field review with CLIENT.

2.5.8 Functional Design Alternative Review

COMPANY will collaborate with CLIENT to develop preferred alternative selection criteria. Each ultimate functional design and interim build condition will be evaluated based on the selection criteria and documented in one (1) technical memorandum. The technical memorandum will summarize existing conditions, proposed ultimate functional designs, interim build conditions, stormwater improvements, construction costs, and recommendation of a preferred alternative for continued project development.

2.5.9 Functional Design Quality Control Reviews

Perform technical reviews in accordance with the project Quality Control Plan. Quality Control Reviews will be performed prior to the Functional Design Preferred Alternative milestone and interim milestone submittals for Functional Design Exhibits, Functional Design OPCC, and Functional Design Drainage technical memorandum. Technical reviews will be performed by the Project Manager and experienced professional engineers to check for accuracy of engineering design, feasibility of future improvements, constructability of any interim conditions and ultimate functional designs, and completeness of exhibits and technical memoranda.

2.6 Phase 6.0 – Preliminary Design

COMPANY will perform preliminary design services, including the preparation of preliminary design plans depicting the proposed improvements identified in the preferred alternative. The work tasks to be performed by COMPANY as part of this Phase are described below.

2.6.1 Preliminary Roadway

Roadway Typical Sections

COMPANY will refine typical cross sections based on the **2.5.8 Functional Design Alternative Review** task for inclusion in the preliminary plans.

Roadway Plan and Profiles

COMPANY will refine horizontal alignments and vertical profiles based on the **2.5.8 Functional Design Alternative Review** task for inclusion in the preliminary plans.

Roadway Modeling and Cross Sections

COMPANY will integrate refined alignments and profiles, CLIENT approved typical cross sections, existing terrain, and proposed Spectrum 36 Neighborhood development surfaces to prepare a preliminary roadway model and cross sections for inclusion in the preliminary plans.

Cross sections will be created for NE 36th Street, NE Four Mile Drive, NE 110th Avenue, and NE 29th Street at 25-foot intervals and at geometric break points, transition points, entrance centerlines, storm sewer intakes, and pipe cross culverts using Bentley MicroStation and Geopak OpenRoads software.

2.6.2 Preliminary Drainage

A preliminary storm sewer and drainage design will be developed, in accordance with SUDAS Stormwater Management Criteria, Standard Specifications, and City of Ankeny Supplemental Specifications. The storm sewer and drainage design will be based on drainage analysis performed during Functional Design. Storm sewer structure types, pipe sizes and lengths, culvert sizes and lengths, revetment sizing and quantities along with specific erosion control measures will be specified. Green Infrastructure BMPs are not included in this Scope of Services.

2.6.3 Preliminary Water Main and Sanitary Sewer

The Spectrum 36 Neighborhood Plan development team is expected to design an extension of the existing 16 inch diameter water main along the north side of NE 36th Street for construction prior to the construction of this NE 36th Street Reconstruction project.

Construction of the water main designed by others is anticipated to occur in two phases – phase one includes construction east to NE Spectrum Drive and phase two includes construction from NE Spectrum Drive east to NE Four Mile Drive. COMPANY will coordinate with the Spectrum 36 Neighborhood Plan development team to locate the extension of the 16 inch diameter water main and associated appurtenances. Design of water main is not included in this Scope of Services.

COMPANY will design one (1) 12 inch sanitary sewer main crossing under NE 36th Street approximately 450 feet east of proposed NE Spectrum Drive. The new crossing will connect with a new 12 inch sanitary sewer main designed by the Spectrum 36 Neighborhood Plan development team. COMPANY will coordinate with the Spectrum 36 Neighborhood Plan development team to determine the location of the new crossing. Design of sanitary sewer main along NE 36th Street is not included in this Scope of Services.

2.6.4 Preliminary Intersection

COMPANY will design intersections at NE Threshold Drive and NE Spectrum Drive based on approach lane geometry included in the Spectrum 36 Neighborhood Plan and associated traffic studies. New pedestrian facilities will be coordinated with task **2.6.6 Preliminary Traffic Signal**.

Pedestrian facilities for intersections at I-35 Southbound Ramps, NE Threshold Drive, NE Spectrum Drive, and NE Four Mile Drive (County NE 29th Street) will be depicted in preliminary S Sheets. Preparation of L Sheets depicting detailed intersection geometry, staking, and jointing layouts are not included in this Scope of Services.

Modifications to the existing intersection geometry and pedestrian ramps at the intersection of NE 36th Street at I-35 Northbound Ramps is not included in this Scope of Services. Preparation of L Sheets will occur during Final Design as part of an AMENDMENT to this AGREEMENT or as part of a separate AGREEMENT.

NE 36th Street at I-35 Southbound Ramps

COMPANY anticipates the intersection of NE 36th Street at I-35 Southbound Ramps will be signalized. COMPANY will design new directional east-west pedestrian crossings with consideration of new traffic signalization. Design of a new directional north-south pedestrian crossing is not included in the Scope Services. Modifications to the existing intersection geometry is not included in this Scope of Services.

NE 36th Street at NE Threshold Drive

COMPANY anticipates the intersection of NE 36th Street at NE Threshold Drive will not be signalized. Develop the preliminary geometric layout for the intersection. Intersection geometric roadway and pedestrian facility designs will consider right-of-way constraints and impacts, drainage design, pedestrian facilities, existing and proposed utility locations, proposed Spectrum 36 Neighborhood Plan infrastructure and intersection approach lane geometry provided by CLIENT based on the Spectrum 36 Neighborhood Plan and associated traffic studies.

This intersection is expected to be the primary service exit for freight delivery and will be designed with a right-in / right-out condition. Intersection returns will be designed to accommodate a WB-67 design vehicle.

NE 36th Street at NE Spectrum Drive

COMPANY anticipates the intersection of NE 36th Street at NE Spectrum Drive will be signalized. Develop the preliminary geometric layout for the intersection. Intersection geometric roadway and pedestrian facility designs will consider right-of-way constraints and impacts, drainage design, pedestrian facilities, traffic signalization, existing and proposed utility locations, proposed Spectrum 36 Neighborhood Plan infrastructure and intersection approach lane geometry provided by CLIENT based on the Spectrum 36 Neighborhood Plan and associated traffic studies.

This intersection is expected to be the primary service entrance for freight delivery. Intersection returns will be designed to accommodate a WB-67 design vehicle.

NE 36th Street at NE Four Mile Drive / NE 29th Street

COMPANY anticipates the All-Way Stop Controlled (AWSC) intersection of NE 36th Street at NE Four Mile Drive / NE 29th Street will not be signalized. COMPANY will develop the preliminary geometric layout for the intersection. Intersection geometric roadway and pedestrian facility designs will consider right-of-way constraints and impacts, drainage design, existing and proposed utility locations, proposed Spectrum 36 Neighborhood Plan infrastructure and intersection approach lane geometry provided by CLIENT based on the Spectrum 36 Neighborhood Plan and associated traffic studies.

COMPANY will design a new north-south pedestrian crossing on the west side of the intersection of NE 36th Street at NE Four Mile Drive / NE 29th Street. The design will consider and accommodate future east-west pedestrian crossings and a future north-south pedestrian crossing on the east side of the AWSC intersection.

2.6.5 Preliminary Private Drives and Entrances

COMPANY will design NE 36th Street access locations for the proposed private drive east of NE Spectrum Drive and north of NE 36th Street and residential driveways and field entrances south of NE 36th Street. Horizontal alignment and vertical profile will be depicted on the NE 36th Street preliminary plan and profile D Sheets. Exact locations of access will be coordinated with stakeholders.

2.6.6 Preliminary Traffic Signal

NE 36th Street at I-35 Southbound Ramps

Design will involve modifications to the existing traffic signal system at the NE 36th Street and I-35 interchange. Design will include new traffic signal poles, handholes, signal heads, detection, and conduit and wiring at the NE 36th Street and I-35 Southbound Ramp terminal intersection. New pedestrian related equipment, including push buttons and pedestrian signal heads, is anticipated.

It is understood that CLIENT will provide traffic signal timing adjustments as necessary to the Contractor as part of the traffic signal turn-on process. Development of traffic signal phasing / timing tables is not included within this Scope of Services.

The traffic signal system design for NE 36th Street at I-35 Southbound Ramps will be based on the following assumptions:

- A wooden-pole/span wire traffic signal system is anticipated.
- A pole mounted traffic signal cabinet to be installed.
 - Alternative method to be determined is to operate both ramp terminal intersections from existing northbound ramp terminal intersection cabinet.
- Power service connection to be developed and coordinated with electric service provider (quadrant to be determined as part of design process).
 - Alternative method to be determined is to operate both ramp terminal intersections from existing northbound ramp terminal intersection cabinet.
- Pedestrian push buttons and pedestrian signal heads will be included on traffic signal poles in each of the quadrants.
- New stand-alone pedestrian push button and/or pedestrian signal poles is anticipated.
- New stock equipment will be used for proposed equipment.
- Design/or modification of fiber optic cable or other means of traffic signal system interconnect is anticipated.
 - Interconnect design will consist of design of conduit/handhole routing to tie into the existing fiber optic cabinet/conduit system along the south side of NE 36th Street.
 - Design will include the installation of fiber optic cable, tracer wire, and pull rope within dedicated 2 inch conduit pathway as necessary to tie-into the existing fiber optic cable.
 - Interconnect design will be at the outside plant fiber optic cable level.
 - Splicing and fiber optic termination documents will be needed and will be provided by CLIENT. It is anticipated that connection detail efforts will be completed as part of Final Design which will be included in an AMENDMENT to this AGREEMENT or a separate AGREEMENT.
- The signal design will also include supplemental traffic signs to be installed as part of the traffic signal system. This includes but is not limited to street name signs, turn arrow plaques, and pedestrian signs. It is assumed that all proposed traffic signal related signing will be removed and relocated by the Contractor as needed.
- Traffic counts and/or traffic capacity analysis from COMPANY will not be required.
- Design of temporary traffic signal plans is not anticipated and not included within this Scope of Services.

NE 36th Street at NE Spectrum Drive

Design will involve a new traffic signal system on NE 36th Street at NE Spectrum Drive. Design will include new traffic signal poles, handholes, signal heads, detection, conduit and wiring, and pedestrian pushbutton poles.

Approach lane geometry will be provided by CLIENT and based on the traffic analysis and studies prepared by the Spectrum 36 Neighborhood development team.

It is understood that CLIENT will provide traffic signal timing adjustments as necessary to the Contractor as part of the traffic signal turn-on process. Development of traffic signal phasing/timing tables are not anticipated and not included within this Scope of Services.

The traffic signal system design for NE 36th Street at NE Spectrum Drive will be based on the following assumptions:

- New traffic signal cabinet / controller (quadrant to be determined as part of design process).
- Power service connection to be developed and coordinated with electric service provider (quadrant to be determined as part of design process).
- Pedestrian push buttons and pedestrian signal heads will be included on traffic signal poles in each of the quadrants.
- New stand-alone pedestrian push button and/or pedestrian signal poles is anticipated.
- Traffic signal poles will be combination traffic signal / lighting galvanized steel poles.
- New stock equipment will be used for proposed equipment.
- Design/or modification of fiber optic cable or other means of traffic signal system interconnect is anticipated.
 - Interconnect design will consist of design of conduit/handhole routing to / from the existing traffic signal cabinet at the southwest quadrant of the intersection of NE 36th Street and I-35 Northbound Ramps to the new traffic signal cabinet at NE Spectrum Drive. Interconnect conduit/handhole route will also be installed to NE Four Mile Drive / NE 29th Street for future use.
 - Design will include the installation of fiber optic cable, tracer wire, and pull rope within dedicated 2 inch conduit pathway as necessary to tie-into the existing fiber optic cable.
 - Interconnect design will be at the outside plant fiber optic cable level.
 - Splicing and fiber optic termination documents will be needed and will be provided by CLIENT. It is anticipated that connection detail efforts will be completed as part of Final Design which will be included in an AMENDMENT to this AGREEMENT or a separate AGREEMENT.
- The signal design will also include supplemental traffic signs to be installed as part of the traffic signal system. This includes but is not limited to street name signs, turn arrow plaques, and pedestrian signs. It is assumed that all proposed traffic signal related signing will be removed and relocated by the Contractor as needed.
- Traffic counts and/or traffic capacity analysis from COMPANY will not be required.
- Design of temporary traffic signal plans is not anticipated and not included within this Scope of Services.

NE 36th Street at NE Four Mile Drive / NE 29th Street

COMPANY anticipates the All-Way Stop Controlled (AWSC) intersection of NE 36th Street at NE Four Mile Drive / NE 29th Street will not be signalized. Design of a traffic signal system for this intersection is not included in this Scope of Services.

NE 36th Street at NE Threshold Drive

COMPANY anticipates the right-in / right-out intersection of NE 36th Street at NE Threshold Drive will not be signalized. Design of a traffic signal system for this intersection is not included in this Scope of Services.

Site Visits

Two (2) site visits will be conducted specifically to support traffic signal design. These site visits will involve one (1) representative of COMPANY.

Traffic Signal Plans

COMPANY will prepare traffic signal plans for the intersections of NE 36th Street at I-35 Southbound Ramps and NE 36th Street at NE Spectrum Drive. The preliminary permanent traffic plans are anticipated to include:

- General notes and legend sheet (1 sheet)
- Traffic signal plan sheet (1 sheet per intersection)
- Fiber optic layout sheet (1 sheet per intersection)
- Conduit and wiring layout sheet (1 sheet per intersection)
- Typical details sheet (1 sheet)

The traffic signal layouts will include location of proposed traffic signal and pedestrian poles, vehicle and pedestrian signal heads, pedestrian push buttons, controller cabinet, conduit, and handholes.

The traffic signal wiring diagram callouts/annotations, fiber optic cable termination/splicing details/notes, traffic signal tabulations, special provision document and Public Interest Finding (PIF) memorandum will be completed as part of Final Design which will be included in an AMENDMENT to this AGREEMENT or a separate AGREEMENT.

2.6.7 Preliminary Construction Staging and Traffic Control

Develop a preliminary construction staging plan and preliminary traffic control notes. Maintenance of vehicular traffic will be developed and analyzed, including detours due to any intersection or roadway segment closures being considered.

2.6.8 Preliminary Plans

COMPANY will prepare Preliminary Plans (50%) for CLIENT review and comment. COMPANY will address one (1) round of CLIENT comments. Preparation of Check Plans (95%) and Final Plans (100%) for Bid Letting will be completed as part of an AMENDMENT to this AGREEMENT or as part of a separate AGREEMENT.

The following sheets will be included in the Preliminary Plans submittal.

- Title Sheet and Location Map Sheet (A Sheets)
- Preliminary Typical Cross Sections (B Sheets)
- Preliminary Quantities (C Sheets)
- Preliminary Plan and Profile for NE 36th Street (D Sheets)
- Preliminary Plan and Profile for NE Four Mile Drive (E Sheets)
- Preliminary Plan and Profile for NE 110th Avenue (E Sheets)
- Preliminary Plan and Profile for NE 29th Street (E Sheets)
- Survey and Mapping Information and Alignment Data (G Sheets)
- Preliminary Construction Staging and Traffic Control (J Sheets)
- Preliminary Storm Sewer Plan (M Sheets)
- Preliminary Traffic Signal Plan and Fiber Optic Layout (N Sheets)
- Preliminary Sanitary Sewer Plan (O Sheets)
- Preliminary Sidewalk Plans (S Sheets)

- Preliminary Cross Sections for NE 36th Street (W Sheets)
- Preliminary Cross Sections for NE Four Mile Drive (X Sheets)
- Preliminary Cross Sections for NE 110th Avenue (X Sheets)
- Preliminary Cross Sections for NE 29th Street (X Sheets)

2.6.9 Preliminary Bid Items and OPCC

Determine preliminary quantities and SUDAS bid items and prepare a preliminary Opinion of Probable Construction Cost (OPCC) for the project. The OPCC will be based on preliminary estimated quantities for major construction items and recent City of Ankeny bid tabs.

2.6.10 Preliminary Field Review

Review of Preliminary Plans at the project site with CLIENT to discuss key issues and design elements, including pavement reconstruction limits, drainage design, utility installations, pedestrian facility, and traffic signal improvements. The review will be held to identify necessary adjustments and items to be carried into Final Design as part of an AMENDMENT to this AGREEMENT or as part of a separate AGREEMENT. It is assumed three (3) representatives of COMPANY will participate in the field review with CLIENT.

2.6.11 Preliminary Design Quality Control Reviews

Perform technical reviews in accordance with the project Quality Control Plan. Quality Control Reviews will be performed prior to the Preliminary Plans milestone submittal by the Project Manager and experienced professional engineers to check for accuracy of engineering design, constructability of the project, and completeness of plans. This task includes time for COMPANY to coordinate comment resolution with CLIENT based on one (1) round of CLIENT review comments received following submittal of Preliminary Plans.

3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

3.1 Schedule

The following schedule includes estimated milestone dates for the Scope of Services included under this AGREEMENT. The schedule was prepared to include reasonable allowances for review and approval times required by CLIENT. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

- | | |
|--|----------------|
| • Notice-to-Proceed | April 5, 2021 |
| • Functional Design Exhibits and OPCC | June 7, 2021 |
| • Functional Design Field Review | June 14, 2021 |
| • Functional Design Alternative Review | June 21, 2021 |
| • Preliminary Plans (50%) | July 19, 2021 |
| • Preliminary Design Field Review | August 2, 2021 |

The following schedule includes estimated milestone dates associated with Scope of Services that may be included under an AMENDMENT to this AGREEMENT, or under a separate AGREEMENT. The schedule below was prepared to identify key milestone dates that would fulfill the design stage of the NE 36th Street Reconstruction project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

- | | |
|---|-----------------|
| • Amendment or Separate Agreement Execution | August 16, 2021 |
| • Public Information Meeting | August 31, 2021 |



- | | |
|----------------------|-------------------|
| • Check Plans (95%) | October 25, 2021 |
| • Final Plans (100%) | December 20, 2021 |
| • Order Construction | January 3, 2022 |
| • Bid Letting | January 25, 2022 |
| • Contract Award | February 7, 2022 |

3.2 Deliverables

The following deliverables are included with this Scope of Services.

- Functional Design Alternatives Exhibits
 - Electronic scroll plot file(s) in PDF format
 - Functional Design Roadway Typical Sections on 11" X 17" sheets in PDF format
 - Functional Design Plan and Profiles on 11" X 17" sheet in PDF format
- Functional Design Alternatives Opinion of Probable Construction Cost (OPCC)
- Functional Design Drainage Technical Memorandum
- Functional Design Preferred Alternative Technical Memorandum
- Preliminary Design Plans prepared on 11" X 17" sheets in PDF format
- Preliminary Design OPCC

4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

The following items are not included as part of this AGREEMENT:

- Public information meeting services
- Final design services
- Bid letting services
- Construction observation and administration services
- Construction survey and staking
- Stormwater detention design
- Right-of-Way and real estate services
- Geotechnical engineering services
- Traffic data collection
- Traffic volume forecasting
- Traffic operations/capacity/turn lane analysis and reports
- Street lighting design and photometric analysis
- Individual property owner coordination

Supplemental services not included in this AGREEMENT can be provided by COMPANY as part of the Final Design AMENDMENT, or under a separate AGREEMENT, if desired.

5.0 SERVICES BY OTHERS

COMPANY will rely on an independent Contractor for the following items:

- 2.3.4 Test Holes

6.0 CLIENT RESPONSIBILITIES

COMPANY will rely on CLIENT for the following items:

- Right-of-Entry
- Traffic signal installation justification to Iowa DOT



- Relevant information from previous Polk County correspondence
- Information on proposed projects in the vicinity of this project
- Spectrum 36 Neighborhood Plan
- Spectrum 36 Neighborhood Plan traffic and drainage studies
- Selection of a Preferred Alternative
- Approval of proposed Preliminary Design improvements

7.0 PROFESSIONAL SERVICES FEE

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates (EXHIBIT B) current at the time AGREEMENT is signed. Standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

CLIENT AGREES to pay COMPANY on a Time and Material basis with a Not-to-Exceed fee of \$206,500 summed as follows:

• Phase 1.0 – Project Management and Administration	\$ 19,400
• Phase 2.0 – Stakeholder Coordination	\$ 8,600
• Phase 3.0 – Utility Coordination	\$ 11,300
• Phase 4.0 – Surveying and Mapping	\$ 18,200
• Phase 5.0 – Functional Design	\$ 71,000
• Phase 6.0 – Preliminary Design	\$ 78,000

The summary above is provided for information purposes. Fees for each Phase may be reallocated to other Phases based on project workflow.



8.0 TERMS AND CONDITIONS

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for



services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.



8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the



submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,



employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Indemnification

The COMPANY agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, the CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the COMPANY's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the COMPANY is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY, its officers, directors, employees and subconsultants (collectively, the COMPANY) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

Neither the CLIENT nor the COMPANY shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

8.26 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Jason Lastovica, P.E.

Author Name

Approved by:

A handwritten signature in blue ink, appearing to read 'David Maxwell', written over a horizontal line.

Printed/Typed Name: David Maxwell, P.E.

Title: Practice Leader – Transportation Design Date: 3/29/2021

CITY OF ANKENY

Accepted by:

A handwritten signature in blue ink, appearing to read 'Gary Lorenz', written over a horizontal line.

Printed/Typed Name: Gary Lorenz

Title: Mayor Date: 4.5.21

Attest:

A handwritten signature in blue ink, appearing to read 'Denise L. Hoy', written over a horizontal line.

Printed/Typed Name: Denise L. Hoy

Title: City Clerk Date: 4.5.21

EXHIBIT A

City of Ankeny Insurance Requirements for Professional Services

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

Exhibit A

A) COMMERCIAL GENERAL LIABILITY

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

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	\$100,000
Each Employee-Disease	\$100,000
Policy Limit-Disease	\$500,000

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

Preservation of Governmental Immunities Endorsement

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



EXHIBIT B
HR GREEN
Billing Rate Schedule
Effective January 1, 2021

Professional Services	Billing Rate Range
Principal	\$215- \$310
Senior Professional	\$195- \$300
Professional	\$125- \$200
Junior Professional	\$85- \$145
Senior Technician	\$120- \$160
Technician	\$75- \$130
Senior Field Personnel	\$140- \$205
Field Personnel	\$90- \$170
Junior Field Personnel	\$75- \$100
Administrative Coordinator	\$70-\$115
Administrative	\$65- \$100
Corporate Admin	\$80- \$150
Operators/Interns	\$50- \$120

Reimbursable Expenses

1. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile.



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$2,395.00 with HR Green, Inc. for additional construction engineering services for the S Ankeny Boulevard & Magazine Road Safety Improvements due to additional working days utilized by the prime contractor beyond the number allowed by contract.

EXECUTIVE SUMMARY:

The scope of the professional services and the corresponding fees are shown in the attached Amendment No. 2 to the Professional Services Agreement. A copy of the original Professional Services Agreement, approved April 6, 2020, and a copy of Amendment No. 1, approved February 15, 2021, are attached for reference.

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with HR Green, Inc. in the amount of \$2,395.00 for the S Ankeny Boulevard & Magazine Road Safety Improvements.

FISCAL IMPACT: No

Due to exceeding the number of working days allowed by the construction contract, the prime contractor has agreed to liquidated damages in an amount sufficient to cover the additional engineering services, under another item in this meeting's agenda.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with HR Green, Inc. in the amount of \$2,395.00 for the S Ankeny Boulevard & Magazine Road Safety Improvements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment #2
 Amendment #1
 Professional Agreement



**HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2**

THIS AMENDMENT, made this 6th day of June 2022 by and between, the City of Ankeny (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

South Ankeny Boulevard and Magazine Road Safety Improvements

hereby amends the original Professional Services Agreement dated April 6, 2020 and Amendment No. 1 dated February 15, 2021 as follows:

CLIENT and COMPANY agree to amend **2.0 SCOPE OF SERVICES** of the original Professional Services Agreement as follows:

2.0 SCOPE OF SERVICES

2.11 Phase 11.0 – Contractor Initiated Additional Services

COMPANY performed additional services during the construction period that were outside the scope of services included in the original Professional Services Agreement and Amendment No. 1 due to circumstances caused by Contractor actions during construction. Additional Services included visual inspection, archive shop drawing review, coordination, and site visits related to damage sustained to the existing traffic signal pole located on the southeast corner of the intersection of S Ankeny Boulevard and SE Magazine Road. Damage was due to Contractor actions during the relocation operations of the existing traffic signal pole. The existing pole was replaced and installed by the Contractor with a new traffic signal pole.

CLIENT and COMPANY agree to amend **6.0 PROFESSIONAL SERVICES FEE** of the original Professional Services Agreement as follows:

6.0 PROFESSIONAL SERVICES FEE

6.5 Payment

In consideration for these services, CLIENT agrees to adjust the payment for services performed by COMPANY on a Time and Material basis with a Not-to-Exceed fee to be increased by **\$2,395** summarized as follows:

- **Phase 11.0 – Contractor Initiated Additional Services** **\$ 2,395**

The total authorized compensation after this Amendment, including the original Professional Services Agreement, is one hundred forty-three thousand eight hundred ninety-five Dollars (\$143,895).

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement represents the entire and integrated AGREEMENT between CLIENT and COMPANY.



THIS AMENDMENT executed the day and year written above.

HR GREEN, INC.

Approved by:

A handwritten signature in blue ink, appearing to read 'David R. Dougherty', written over a horizontal line.

Printed/Typed Name:

David R. Dougherty

Title: President - Transportation

Date: May 26, 2022

CITY OF ANKENY

Accepted by:

Printed/Typed Name:

Mark E. Holm

Title: Mayor

Date: _____

Attest:

Printed/Typed Name:

Title:

Date:



HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

THIS AMENDMENT, made this 15th day of February 2021 by and between, the City of Ankeny (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

South Ankeny Boulevard and Magazine Road Safety Improvements

hereby amends the original Professional Services Agreement dated April 6, 2020 as follows:

CLIENT and COMPANY agree to amend **2.0 SCOPE OF SERVICES** of the original Professional Services Agreement as follows:

2.0 SCOPE OF SERVICES

2.8 Phase 8.0 – Design Closeout

COMPANY completed Phase 1.0 through Phase 7.0 with reasonable diligence and expediency and sound professional practices. Actual effort performed exceeded anticipated efforts accounted for in the original Agreement. Unanticipated additional effort was primarily associated with the alternative analysis for turn-lanes, curb returns, and pedestrian facilities layouts, associated traffic signal equipment layout, and preparation of conceptual construction cost opinions to determine the preferred alternative. Project plans based on the preferred alternative were submitted final on January 4, 2021. Effort associated with **2.8 Design Closeout**, and previous Phases of work included under the original Agreement, is considered complete.

2.9 Phase 9.0 – Right-of-Way Services

COMPANY determined permanent right-of-way and temporary easement requirements for the project and prepared two (2) iterations of H Sheets for the project plans, acquisition plats for one (1) permanent right-of-way parcel and exhibits for one (1) temporary construction easement. The work tasks performed by COMPANY are described below in **2.9.1 Right-of-Way Determination** and **2.9.2 Platting and Exhibits**. This Phase also includes **2.9.3 Acquisition Support** to coordinate with property owner representatives and prepare a compensation estimate that will support CLIENT's acquisition efforts. Appraisals, closings, relocation assistance, and acquisition proceedings or condemnation support are not included in this Scope of Services.

2.9.1 Right-of-Way Determination

At the request of the CLIENT, COMPANY determined the proposed right-of-way and temporary construction easement necessary to construct, operate, and maintain existing and proposed CITY traffic signal and sidewalk infrastructure within CLIENT public right-of-way. The right-of-way layout and temporary construction easement limits were displayed in one H Sheet and included in the project plans for information only.

Project plans were submitted final on January 4, 2021. Effort associated with **2.9.1 Right-of-Way Determination** is considered complete. No further effort is included within this Scope of Services.

2.9.2 Platting and Exhibits

At the request of the CLIENT, COMPANY prepared a proposed right-of-way plat and temporary construction easement exhibit and associated legal descriptions for CLIENT use in acquiring property necessary to construct, operate, and maintain existing and proposed CLIENT traffic signal infrastructure within CLIENT public right-of-way.

Plats and exhibits were prepared in the name of the CLIENT and submitted final on December 23, 2020. Effort associated with **2.9.2 Platting and Exhibits** is considered complete. No further effort is included within this Scope of Services.

2.9.3 Acquisition Support

At the request of the CLIENT, COMPANY will partner with a subconsultant, JCG Land Services, Inc. (hereafter "JCG"), to provide acquisition support of one (1) non-complex parcel for permanent right-of-way and one (1) non-complex parcel for temporary construction easement. JCG will prepare a compensation estimate, agreement documents, and parcel file. COMPANY and JCG will rely on CLIENT for preparation of fee title closing documents, acquisition payment processing and fulfillment of the real estate closing process. Appraisals, closings, relocation assistance, and acquisition proceedings or condemnation support are not included in this Scope of Services.

Record of Property Ownership and Liens Certificate

For acquisition purposes, a certified Record of Ownership and Liens report(s) will be obtained by JCG from a local abstractor and verified to identify all the owners, easements and encumbrances, judgments, mortgages, and other interest holders needed to obtain possession of the interests in land being acquired. A maximum cost of \$750 for procuring the Certified Record of Ownership and Liens is included in this Scope of Services. Any additional costs for procuring Certified Record of Ownership and Liens is not included in this Scope of Services and will be considered a reimbursable expense

Compensation Valuation

JCG will prepare offers of compensation based upon current fair market value of similar property in the vicinity of the project. To adequately determine the fair market value of right of way sought to be acquired, JCG will search public records for comparable sales data for each land use type encountered for allocation of just compensation payments. If the proposed acquisition for any parcel is complicated and/or estimated to exceed \$25,000.00, JCG will recommend the services of an experienced Eminent Domain Appraiser to prepare the appraisal products for the CLIENT. If requested, JCG will also recommend an experienced Eminent Domain Review Appraiser to complete the valuation process. The CLIENT shall approve the Review Appraiser's allocation of value to be offered to the affected property owner(s) as Just Compensation for the acquisition of each parcel. The costs for procuring appraisal and review appraisal reports is not included in this Scope of Services

Negotiations

Forms of transfer documents and purchase agreements will be submitted to the CLIENT for approval and acceptance. JCG shall make a good faith effort to negotiate the purchase of the land, or interests in the land, needed for the project. JCG shall make contacts with the property owner, tenant, and/or their legal representative to explain the effect of the acquisition, answer questions, and make a written offer to acquire the property. If an agreement cannot be reached with a property owner through good faith negotiations, JCG shall consider any evidence of value or an appraisal provided by the landowner; report landowner counteroffers; and/or make a recommendation whether a settlement should be attempted at an amount other than that previously offered. No action shall be taken based on such recommendations until it has been approved by the CLIENT.

Negotiations shall be considered complete upon occurrence of one of the following:

- Both the owner and tenant accept the offer or an administrative settlement.
- Either the owner or tenant fails or refuses to sign the offer or administrative settlement.
- In the judgment of the CLIENT, negotiations have reached an impasse.



Parcel File

Upon completion of the acquisition of right of way, JCG will organize and verify data for each parcel file's closing and payment process and return the parcel file data to the CLIENT for payment processing and the closing process. The completed file will contain originals of all executed conveyance documents, a signed W-9 form, and, if necessary, an Allocation of Proceeds statement directing the split of payment(s) to be made.

2.10 Phase 9.0 – Construction Phase Services

Following CLIENT's award of the South Ankeny Boulevard and Magazine Road Safety Improvements construction project contract to the Contractor, COMPANY shall proceed with Construction Phase Services.

The services to be performed by COMPANY will be in accordance with the Agreement for Urban-State Traffic Engineering Program (U-STEP) between the CLIENT and Iowa Department of Transportation (DOT). The services to be performed by COMPANY will also be in accordance with the Agreement for Traffic Safety Improvement Program (TSIP) between the CLIENT and Iowa DOT. The services to be performed by COMPANY are described below.

2.10.1 Project Management

Coordinate the efforts of COMPANY to provide efficient delivery of services to CLIENT. Communicate frequently to inform CLIENT of project progress. Prepare monthly invoices and progress reports which describe services complete for the period, effort anticipated in the next period, budget status, and any outstanding items critical to project delivery. Prepare cover letters with invoices detailing COMPANY'S progress relative to Contractor's construction progress.

Conduct one (1) internal project kick-off meeting and internal coordination meetings with core team members to discuss project progress, schedule, and budget. COMPANY anticipates four (4) internal project coordination meetings.

2.10.2 Pre-construction and Progress Meetings

Conduct one (1) pre-construction meeting after the award of the construction contract for CLIENT'S Contractor, subcontractors, utility companies, and other interested parties. COMPANY's Resident Observer and one (1) additional representative of COMPANY shall attend up to eight (8) weekly progress meetings. Progress meetings will be held at the project site.

2.10.3 Contractor Submittal Review

Review shop drawings, material submittals, samples, and other data, which the Contractor is required to submit, but only for conformance with design intent of the project plans and conformance with the Contract Documents. COMPANY anticipates shop drawing or material submittals for traffic signal equipment, subbase gradation, and concrete mix design. COMPANY will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.

2.10.4 Resident Observation

Resident Observation is based on eight (8) personnel-hours per day for 10 of 25 working days during Construction Stage 1; four (4) personnel-hours per day for 15 of 25 working days for Construction Stage 1; four (4) personnel-hours per day for 20 working days during Construction Stage 2; and two (2) personnel-hours per day for 10 working days during Final Completion resulting in a total of 240 hours of resident observation.

Actual resident observation time may vary from, depending on weather, construction progress, and nature of construction work. COMPANY shall be entitled to request additional compensation if more than 240 hours of Resident Observation is requested by CLIENT. CLIENT may, at its discretion, provide additional construction observation assistance with its own personnel in order to augment the resident observation provided by COMPANY.

2.10.5 Payment Applications

Determine the amounts owed to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Four (4) Contractor payment applications are included in this Scope of Services. Such recommendations of payment will constitute a representation to CLIENT, based on such observations and review that the work progressed to the point indicated, and that to the best of COMPANY'S knowledge, information, and belief, quality of such work is generally in accordance with the contract documents. In the case of unit price work, COMPANY'S recommendation of payment will include final determinations of the quantities and classifications of such work.

2.10.6 Engineer Site Visits

A design engineer shall make occasional visits to the site at intervals appropriate to the various stages of construction as COMPANY deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Company anticipates four (4) Engineer Site Visits. Based on information obtained during such visits and on such observations, the design engineer shall determine, in general, if such work is proceeding in accordance with the plans, and COMPANY shall keep CLIENT informed of the progress of the work.

The primary purpose of **2.10.6 Engineer Site Visits** will be to enable the design engineer to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the design engineer's efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed work of the Contractor will conform to the contract documents, and that the integrity of the design intent as reflected in the contract documents has been implemented and preserved by the Contractor.

During such site visits, the design engineer shall not supervise, direct, or have control over the Contractor's work, nor shall the engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.

During such visits, the design engineer may disapprove of, or reject, the Contractor's work while it is in progress if the design engineer believes that such work will not produce a completed project that conforms to the contract documents, or that it will prejudice the integrity of the design intent of the project as reflected in the contract documents.

2.10.7 Clarifications and Change Orders

COMPANY will issue interpretations and clarifications of the contract documents, and in connection therewith, prepare change orders.

2.10.8 Utility Coordination

COMPANY will coordinate with affected private franchise utility companies in advance of, and during, construction to help verify any potential field conflicts with existing facilities that were not apparent during design. No conflicts are anticipated at this time, though MidAmerican, Verizon, and CenturyLink fiber facilities are in close proximity to proposed construction which may reveal conflicts during construction. COMPANY will determine if potential conflicts are revealed and recommend a course of action. COMPANY will review of utility adjustment plans for the MidAmerican, Verizon, and CenturyLink fiber facilities, if necessary.

2.10.9 Final Closeout

COMPANY will conduct two (2) walk-through inspections with CLIENT. The first inspection will be conducted to determine if the work is substantially complete, and a second inspection will be conducted to determine if the work is fully complete. With input from CLIENT, COMPANY will prepare a project completion punch-list for the Contractor. COMPANY will recommend, in writing, final payment to the Contractor and will give written notice to CLIENT and the Contractor that the work is acceptable.

2.10.10 Concrete Testing

COMPANY will perform air content, slump, and compressive strength testing for Portland Cement Concrete (PCC) mixes used for paving on the project. COMPANY will prepare cylinders for PCC paving compressive strength testing and employ the services of a qualified testing laboratory to conduct cylinder breaks. Four (4) 4" x 8" cylinders will be prepared per pour. Breaks will be completed at three (3) days, seven (7) days, and 28 days. Two (2) breaks are anticipated at 28 days. This Scope of Services includes up to 10 concrete pavement pours (40 cylinders).

COMPANY will prepare cylinders for traffic signal and pedestrian pushbutton pole foundations compressive strength testing and employ the services of a qualified testing laboratory to conduct cylinder breaks. Two (2) 4" x 8" cylinders will be prepared per foundation. Breaks will be completed at seven (7) days and 28 days. This Scope of Services includes up to seven (7) foundations (14 cylinders).

2.10.11 Construction Survey

COMPANY will perform construction survey for the project as follows.

Project Control

- Reset control points as needed during construction.
- Stake right-of-way and easement locations and construction limits.

Paving

- Mark pavement removals.
- Stake new sidewalk and ramp locations and offsets and cut or fill to finished grade.
- Stake back of curb for turn lanes at appropriate offsets and intervals.

Traffic Signals

- Stake the desired location of the relocated traffic signal poles, new pedestrian pushbutton poles, and associated handholes.
- Staked locations will be survey located and based on the locations represented in the final plans submitted January 4, 2021.
- CLIENT will confirm staked locations prior to construction by the Contractor.

The Contractor will be responsible for preserving original stakes set by COMPANY. If original survey stakes, hubs or marks are carelessly or willfully destroyed by the Contractor, re-staking will be charged to the Contractor.

2.10.12 As-Built Record Drawings

COMPANY will prepare post-construction record drawings based on marked-up drawings and other data furnished by the Contractor and the Resident Observer defining the actual location of intersection improvements and traffic signal equipment and fixtures. Record drawings deliverables will be prepared in accordance with CLIENT'S Post-Construction Submittal Requirements effective 01/01/2021. COMPANY will prepare CLIENT'S pedestrian ramp inventory form.

The CLIENT and COMPANY agree to amend **3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT** of the original Professional Services Agreement as follows:

3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

3.1 Schedule

The following schedule was prepared based on a fifty-five (55) working day schedule and the effort required to complete **2.10 Phase 10.0 – Construction Phase Services** for the South Ankeny Boulevard and Magazine Road Safety Improvements project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

- | | |
|-------------------------------------|-------------------|
| • Amendment No. 1 Notice-to-Proceed | February 15, 2021 |
| • Pre-construction Meeting | March 25, 2021 |
| • Begin Resident Observation | June 3, 2021 |

3.2 Deliverables

The following deliverables are included within this Scope of Services:

- Right-of-way and temporary construction easement plans, plats, and exhibits
- Compensation estimate and Offer and Agreement documents
- Parcel file with executed Agreement, communication log, and Record of Property Record Ownership and Lien Certificates
- Pre-construction meeting notices, agenda, and minutes
- Copies of reviewed Contractor submittals
- Copies of daily observation and site visit notes; weekly report of working days; quantity measurements and tabulations; and construction related reports (e.g. concrete testing)
- Payment Applications
- Change Orders
- Punch-lists at Substantial Completion and at Final Completion
- Engineer's Certificate of Completion
- Post-construction Submittal of Record Drawings



CLIENT and COMPANY agree to amend **4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT** of the original Professional Services Agreement as follows:

4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

The following items are not included as part of this Agreement:

- Design plan modifications requested by CLIENT or CONTRACTOR during construction.
- Real estate appraisals, closings, relocation assistance, and condemnation support.
- Hazardous materials investigations and testing.
- Geotechnical investigations or soil mitigation plans.
- Coordination and meetings with property owners, local interest groups, or public.
- Funding procurement services.
- Costs associated with project delay or scope changes outside the control of COMPANY.
- Preparation of utility relocation plans.

Supplemental services not included in this Agreement can be provided by COMPANY under separate agreement, if desired.

CLIENT and COMPANY agree to amend **5.0 CLIENT RESPONSIBILITIES** of the original Professional Services Agreement as follows:

5.0 CLIENT RESPONSIBILITIES

COMPANY will rely on CLIENT for the following items:

- Real estate acquisition or condemnation proceedings.
- Warranty deed preparation.
- Payment processing and fulfillment of the closing process property acquisition.
- Confirm staked locations of traffic signal poles prior to construction by the Contractor.
- Provide meeting time and location for Pre-construction Meeting.
- Participate in Final Closeout activities.
- Approve Payment Applications.

CLIENT and COMPANY agree to amend **6.0 PROFESSIONAL SERVICES FEE** of the original Professional Services Agreement as follows:

6.0 PROFESSIONAL SERVICES FEE

6.5 Payment

In consideration for these services, CLIENT agrees to adjust the payment for services performed by COMPANY on a Time and Material basis with a Not-to-Exceed fee to be increased by **\$66,500** summarized as follows:

- | | |
|--|-----------------|
| • Phase 8.0 – Design Closeout | \$ 4,800 |
| • Phase 9.0 – Right-of-Way Services | \$ 8,700 |
| ○ Task 9.1 – Right-of-Way Determination | \$ 1,750 |
| ○ Task 9.2 – Platting and Exhibits | \$ 2,450 |
| ○ Task 9.3 – Acquisition Support | \$ 4,500 |



• Phase 10.0 – Construction Phase Services	\$ 53,000
○ Task 10.1 – Project Management	\$ 4,800
○ Task 10.2 – Pre-construction and Progress Meetings	\$ 4,200
○ Task 10.3 – Contractor Submittals	\$ 1,000
○ Task 10.4 – Resident Observation	\$ 25,000
○ Task 10.5 – Payment Applications	\$ 1,000
○ Task 10.6 – Engineer Site Visits	\$ 2,400
○ Task 10.7 – Clarifications and Change Orders	\$ 2,000
○ Task 10.8 – Utility Coordination	\$ 1,200
○ Task 10.9 – Final Closeout	\$ 3,000
○ Task 10.10 – Concrete Testing	\$ 2,600
○ Task 10.11 – Construction Survey	\$ 4,000
○ Task 10.12 – As-Built Record Drawings	\$ 1,800

The summary above is provided for information purposes. Fee for each Task and Phase may be reallocated to other Tasks and Phases based on project workflow.

The total authorized compensation after this Amendment, including the original Professional Services Agreement, is one hundred forty-one thousand five hundred Dollars (\$141,500).

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement represents the entire and integrated AGREEMENT between CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

HR GREEN, INC.

Approved by:

Printed/Typed Name: David R. Dougherty, P.E.

Title: President - Transportation

Date: February 4, 2021

CITY OF ANKENY

Accepted by:

Printed/Typed Name: Gary Lorenz

Title: Mayor

Date: _____

Attest:

Printed/Typed Name: Denise L. Hoy

Title: City Clerk

Date: _____



PROFESSIONAL SERVICES AGREEMENT

For

**South Ankeny Boulevard and Magazine Road
Safety Improvements**

City of Ankeny
Public Works
220 W First Street
Ankeny, IA, 50023
515-963-3520

Jason Lastovica, P.E., Project Manager
HR Green, Inc.
5525 Merle Hay Road
Suite 200
Johnston, IA, 50131
515-657-5263

April 6, 2020

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THIS **AGREEMENT** is between the City of Ankeny (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 PROJECT UNDERSTANDING

1.1 General Understanding

This project includes safety improvements to the intersection of South Ankeny Boulevard and Magazine Road with approximate project improvement limits as shown in EXHIBIT C. This project is further described as follows:

- Left-turn lane improvements;
- Pedestrian accessibility improvements;
- Signing and pavement marking improvements;
- Traffic signal improvements;

1.2 Project Criteria and Assumptions

- The project will be let by means of a local letting, and the latest edition of Statewide Urban Design and Specifications (SUDAS) and City of Ankeny Supplemental Specifications will be applicable to the design.
- Computer Aided Design (CAD) will be performed using Bentley MicroStation and OpenRoads Designer software applications.
- Safety improvements will be in general accordance with the intersection modification recommendations presented in the Traffic Operations and Safety Study Technical Memorandum dated May 23, 2019 and the Traffic Safety Improvement Program (TSIP) application awarded on December 10, 2019.

2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform the following services:

- Phase 1.0 – Project Management and Administration
- Phase 2.0 – Surveying and Mapping
- Phase 3.0 – Preliminary Design
- Phase 4.0 – Project Information Meeting
- Phase 5.0 – Utility Coordination
- Phase 6.0 – Final Design
- Phase 7.0 – Bid Letting Assistance

Each of these Phases of engineering design services is described in the following pages.

2.1 Phase 1.0 – Project Management and Administration

COMPANY will perform the following project management and administration services to deliver the project.

2.1.1 Administration and Controls

Prepare a Project Management Plan which includes communication protocols, schedule, work plan and a Quality Control Plan. COMPANY will monitor project progress in conformance with the Project Management Plan and design Quality Control reviews are completed in accordance with the Quality Control Plan.

2.1.2 Progress Reporting and Invoicing

Prepare monthly invoices and progress reports which describe services complete for the period, effort anticipated in the next period, budget status, and any outstanding items critical to project delivery.

2.1.3 Communications and Meetings

Participate in recurring phone and email correspondence with CLIENT for the eight-month project design duration.

Conduct one (1) internal project kick-off meeting and recurring internal coordination meetings with core team members to discuss project progress, schedule, and budget. COMPANY anticipates four (4) formal internal project coordination meetings.

This task includes two (2) project progress meetings with CLIENT. One (1) meeting during the Preliminary Design Phase and one (1) meeting during the Final Design Phase. Meetings will involve two (2) representatives of COMPANY, to be held at either COMPANY's or CLIENT's location, or hosted by COMPANY online. COMPANY will prepare an agenda and distribute minutes for each meeting.

2.2 Phase 2.0 – Surveying and Mapping

COMPANY will perform survey and mapping services for the project. Survey will include features within existing right-of-way and limited survey beyond the existing right-of-way on the west side of South Ankeny Boulevard. Survey will be performed immediately adjacent to the intersection corners to aid in the determination of potential pedestrian path construction diversions on Ankeny Community School District property (NW corner) and City of Ankeny property (SW corner).

COMPANY shall provide survey generally described below and identified in EXHIBIT D.

- Along South Ankeny Boulevard from the Magazine Road intersection north to the location of full width left-turn lane development near the SW Ordinance Road intersection (approximately 650 linear feet). Total cross section width is approximately 150 feet.
- Along South Ankeny Boulevard from the Magazine Road intersection south to the SW 16th Street intersection (approximately 650 linear feet). Total cross section width is approximately 150 feet
- Along Magazine Road from the South Ankeny Boulevard intersection west to the location of full width left-turn lane development near the SW School Street intersection (approximately 500 linear feet). Total cross section width is approximately 110 feet.
- Along Magazine Road from the South Ankeny Boulevard intersection east to the Veridian Credit Union private driveway entrance (approximately 350 linear feet). Total cross section width is approximately 80 feet.

2.2.1 Surveying

Property Ownership and Research

Proposed right-of-way is not anticipated for the design and construction of the project. Proposed temporary easement for the purposes of temporary pedestrian path construction is anticipated on the adjacent Ankeny Community School District property. Existing right-of-way survey is not included in this Scope of Services. COMPANY will prepare a Bentley MicroStation CAD file with property lines and right-of-way lines based on publicly available GIS mapping. Property ownership information will be obtained from Polk County public records and added to the CAD file for the purposes of plan preparation.

Right-of-Entry

Survey activities will be performed within existing right-of-way or on adjacent City of Ankeny and Ankeny Community School District properties. Survey activities on private property are not anticipated. Right-of-entry will be acquired by CLIENT from Ankeny Community School District.

Ground Control

State-Plane Coordinates (**NAD83 / Iowa South**) and Sea-Level Elevations (**NAVD88**) will be used. Narrative explaining how horizontal control points and vertical datum were determined will be prepared. This narrative will be included in the final plans. COMPANY will produce Reference Ties in Bentley MicroStation CAD format.

- *Horizontal Control* – Locate existing survey control points (if any) established along the roadways within the project area. Obtain section corner information from Polk County. Establish additional control points (minimum of 4) along the project extents as necessary.
- *Vertical Control* – Locate existing benchmarks (if any) within the project area. Existing benchmark and datum information will be provided by CLIENT. Establish additional benchmarks (minimum of 4) and elevations of control points.

Topographic Survey

Iowa DOT feature codes will be used for survey on the project.

- Locate topographic features within the project limits. These items include trees, shrubs, landscaping, fences, parking lots, retaining walls, signs, mail boxes, ground break lines etc.
- Locate streets, driveways, sidewalks, pedestrian curb ramps, curb and gutter, etc. Existing joints will be located near proposed pavement tie-in locations. The type of material shall be noted (e.g. concrete, asphalt, etc.).
- Locate storm sewer intakes, storm sewer manholes, sanitary sewer manholes, water valves, hydrants, traffic and fiber handholes, light poles, traffic signal poles and cabinets.

Utility Survey

Using the Iowa One Call system, COMPANY will request surface location flagging for all utilities. COMPANY will contact public and private utility owners of record to request current maps of facilities within the project area. The private utilities could include telephone, fiber-optics, electric, gas, cable television, etc. The public utility systems could include water mains and services, storm sewer systems, sanitary sewer systems, and fiber optic lines. COMPANY will review utility maps provided by facility owners for consistency with field locates.

Field survey the horizontal locations of private utilities and public utility systems based on surface visible features (e.g. telephone pedestals, power poles, guy wires, electric transformer boxes, cable television pedestals, light poles and luminaries, valves, utility accesses and vaults, etc.) and

flags and marks by the utility owner. COMPANY will prepare utility legend, including applicable CAD utility line-styles, names, and contact information.

Intakes and manholes will not be opened to measure the structure's dimensions (length, width, and depth); direction of flow and sizes of each pipe; the flow line elevations of each pipe; and to determine the types of structure and pipe materials. Storm sewer, sanitary sewer, and water main improvements are not included in this Scope of Services.

Field Books

Field books will be prepared and describe typical field information associated with field conditions, control point and benchmark information, and unique topographic features.

2.2.2 Mapping

Base Mapping and Digital Terrain Modeling

A Base Map and Digital Terrain Model (DTM) will be used by COMPANY for the design of the proposed improvements.

- *Base Map* – Prepare a MicroStation CAD drawing that contains survey line-work, symbols, and drawings of features that were located as part of the topographic and utility surveys. Public and private utility locations will be based on surface visible features and locations marked by owners in the field in coordination with maps obtained from utility companies. The CAD drawing file will comply with Iowa DOT Design Manual protocols.
- *Digital Terrain Model* – Create a DTM with Bentley OpenRoads Designer and MicroStation to display ground contours at one-foot (major) and 0.2 foot (minor) intervals in the Base Map Contours Model. The DTM and base map will be used for the design of the proposed improvements.

2.3 Phase 3.0 – Preliminary Design

COMPANY will perform preliminary design services including the preparation of preliminary design plans depicting the proposed improvements. The work tasks to be performed by COMPANY as part of this Phase are described below.

2.3.1 Design Criteria and Constraints

Develop the project design criteria based on SUDAS and other applicable sources with input from CLIENT. Identify constraints applicable to the project and consistent with the goals of the project. The following will be performed to document design criteria and constraints:

- Verify functional classification, design type, and design speed
- Determine project areas to be closed to traffic and detour alternatives
- Establish and evaluating geometric elements of the proposed improvements
- Determine extents of left-turn lane, median, curb return, and pedestrian facilities improvements
- Provisions for pedestrians with regards to pedestrian push button accessibility, sidewalk and curb ramp vertical elevations as required by PROWAG.
- Evaluated maintenance of pedestrian traffic during construction, including detours
- Identify constraints such as utilities, right-of-way, trees, private infrastructure, drainage-related elements, sight distance, etc. that will influence the design.

Pavement design will not be performed. Pavement section for pavement, subbase (if applicable), and subgrade materials, treatments, and thicknesses will be based on the existing pavement

section specified in the 2010 intersection design plans prepared by Snyder & Associates, Inc. and confirmed with Iowa DOT.

2.3.2 Preliminary Roadway

Typical sections and typical details for the project will be prepared to represent the appropriate width and longitudinal jointing layout of the roadway. Typical section elements will include lane widths, curb and gutter sections, median width, cross slope, sidewalk width and slope, and parking area width and slope. Right-of-way width(s) and clear zone are to remain intact and will not be evaluated as part of the project. COMPANY will develop preliminary typical cross sections and details for inclusion in the preliminary plans based on collaboration with CLIENT.

Establish preliminary existing horizontal alignments and vertical profiles based on the topographic survey and available as-built record drawing information. The existing alignments and profiles will be used for design and construction of the proposed improvements. COMPANY will not design proposed horizontal alignments or vertical profiles as part of this Scope of Services. Corridor modeling and roadway cross sections are not included within this scope of services.

2.3.3 Preliminary Intersection

Develop the geometric layout modifications for the intersection. Intersection geometric (horizontal and vertical) and pedestrian facility designs will consider right-of-way restrictions, location of existing storm sewer intakes, existing utility locations, and other constraints (e.g. adjacent storm water detention and conveyance features). Intersection returns will be re-evaluated to accommodate the design vehicle identified during **2.3.1 Design Criteria and Constraints**.

Turning paths for the WB-40 vehicle were used during the development of the Traffic Operations and Safety Study Technical Memorandum dated May 23, 2019.

2.3.4 Preliminary Traffic Signal

Design may involve modifications to the existing traffic signal system including, cabinet / controller, poles, handholes, signal heads, conduit and wiring. New pedestrian related equipment, including push buttons and pedestrian signal heads, is anticipated. It is anticipated that the existing vehicle detection system will remain in-place, though installation of additional video detection system components (i.e. advance detection zone camera) may be considered. It is understood that CLIENT will provide traffic signal timing adjustments as necessary to the Contractor as part of the traffic signal turn-on process; thus the development of traffic signal phasing/timing tables are not anticipated and not included within this Scope of Services.

The traffic signal system design will be based on the following assumptions:

- Existing traffic signal cabinet / controller to remain with modifications as needed;
- Existing power service connection to remain in current southwest quadrant of the intersection;
- Existing traffic signal pole uprights (vertical members) and traffic signal mast arms (horizontal members) to be relocated with new foundations to be installed as necessary to provide for outboard signal head alignment over center of oncoming left-turn lane, new signal pole uprights or mast arms are not anticipated;
- Pedestrian push buttons and pedestrian signal heads will be included on traffic signal poles in each of the quadrants. The use of new stand-alone pedestrian push button and/or pedestrian signal poles is anticipated;
- Existing traffic signal related cabling/wiring, conduits, handholes will be utilized as necessary, it is understood new conduit/cabling/handholes may be necessary;
- Existing overhead power lines/poles will remain as currently constructed; no utility relocation coordination or plan production (other than traffic signal power service) is included within the traffic signal design Scope of Services;

- New stock equipment will be used for proposed equipment;
- Design/or modification of fiber optic cable or other means of traffic signal system interconnect is anticipated due to interconnection existing along the west side of South Ankeny Boulevard;
 - Interconnect design will consist of design of conduit/handhole routing to/from the proposed traffic signal cabinet.
 - Design will include the installation of fiber optic cable, tracer wire, and pull rope within dedicated 2 inch conduit pathway as necessary to tie-into the existing fiber optic cable.
 - Interconnect design will be at the outside plant fiber optic cable level
 - Splicing and fiber optic terminations may be needed.
 - If sufficient slack length of fiber optic cable does not exist, a handhole containing outside plant splice enclosure may be necessary.
- The signal design will also include supplemental traffic signs to be installed as part of the traffic signal system. This includes but is not limited to street name signs, turn arrow plaques, and pedestrian signs. It is assumed that all proposed traffic signal related signing will be removed and relocated by the Contractor as needed.
- Traffic counts from COMPANY will not be required;
- Due to the anticipated traffic control and closure of Magazine Road, design of temporary traffic signal plans is not anticipated and not included within this Scope of Services.

COMPANY will prepare traffic signal modification plans. The anticipated total number of traffic signal modification sheets is seven (7). The preliminary permanent traffic signal plans will include:

- General notes and legend sheet (1 sheet);
- Summary of quantities sheet (1 sheet);
- Traffic signal component removal / modification sheet (1 sheet);
- Traffic signal plan sheet (1 sheet);
- Fiber optic layout sheet (1 sheet);
- Conduit and wiring layout sheet (1 sheet);
- Tabulations sheet (1 sheet);
- Typical details sheet (1 sheet).

The traffic signal layout will include location of proposed traffic signal and pedestrian poles, vehicle and pedestrian signal heads, pedestrian push buttons, controller cabinet, conduit, and handholes. The traffic signal wiring diagram and traffic signal tabulations will be completed as part of **2.6.3 Final Traffic Signal**. Development of traffic signal special details is not included within this Scope of Services.

The traffic signal design will be completed in accordance with applicable City of Ankeny details and specifications. The City of Ankeny Supplemental Specifications to SUDAS documents including specifications (Standard Specification 8010) and details will be used as necessary and will be coordinated with CLIENT as part of the design process. This task includes the development of a technical specification / supplemental special provision for the necessary traffic signal equipment not covered by the SUDAS Standard Specification 8010 or City of Ankeny Supplemental Specifications. It is understood that the project does involve the use of State or Federal funding, and thus the preparation of a Public Interest Finding (PIF) memorandum will be required.

2.3.5 Preliminary Construction Staging and Traffic Control

Develop a preliminary construction staging plan and preliminary traffic control notes. Maintenance of vehicular traffic will be developed and analyzed, including detours due to any intersection closures being considered.

2.3.6 Preliminary Plans

COMPANY will prepare Preliminary Plans (50%) for CLIENT review and comment. COMPANY will address one (1) round of CLIENT comments and prepare Check Plans (95%) and Final Plans (100%) for Bid Letting as part of **2.6 Phase 6.0 – Final Design**. The following sheets will be included in the Preliminary Plans submittal.

- Title Sheet and Location Map Sheet (A Sheets)
- Typical Cross Sections and Typical Details (B Sheets)
- Preliminary Quantities (C Sheets)
- Survey and Mapping Information and Alignment Data (G Sheets)
- Construction Staging and Traffic Control (J Sheets)
- Preliminary Geometric and Staking Plans (L Sheets)
- Preliminary Traffic Signal Plan and Fiber Optic Layout (N Sheets)
- Preliminary Sidewalk Plan (S Sheets)

2.3.7 Preliminary Bid Items and OPCC

Determine preliminary quantities and bid items using the standard bid items provided by SUDAS and prepare a preliminary Opinion of Probable Construction Cost (OPCC) for the project. The OPCC will be based on preliminary estimated quantities for major construction items (e.g. removals, pavement, sidewalk, pedestrian ramps, traffic signals, etc.).

2.3.8 Preliminary Field Review

Review of Preliminary Plans at the project site to discuss key issues and design elements, including left-turn lane, median, pedestrian facility, and traffic signal improvements. The review will be held to identify necessary adjustments to Preliminary Plans and items to be carried into final design. It is assumed three (3) representatives of COMPANY will participate in the field review.

2.3.9 Preliminary Design Quality Control Reviews

Perform technical reviews in accordance with the project Quality Control Plan. Quality Control Reviews will be performed prior to the Preliminary Plans milestone submittal by the Project Manager and an experienced Project Engineer to check for accuracy of engineering design, constructability of the project, and completeness of plans.

This task includes time for COMPANY to coordinate comment resolution with CLIENT based on one (1) round of CLIENT review comments received following submittal of Preliminary Plans.

2.4 Phase 4.0 – Project Information Meeting

Includes one (1) meeting involving two (2) representatives of COMPANY following submittal of Preliminary Plans. COMPANY will provide two (2) plotted exhibits for the Project Information Meeting.



CLIENT will determine affected residents and businesses requiring notification by mailed letter, prepare, and mail meeting notification letters to affected property owners, and organize meeting location. COMPANY will document discussions and comments received by affected property owners to consider in development of final design.

Refinement of Project Information Meeting scroll plot exhibits following the meeting is not included in this Scope of Services. Individual property owner coordination is not included in this Scope of Services. Presentations or preparation of handouts are not included in this Scope of Services.

2.5 Phase 5.0 – Utility Coordination

COMPANY will coordinate with Iowa One Call to identify utilities within the project footprint which require notification. COMPANY will identify potential utility conflicts and relocations based on the surface locates provided by Iowa One Call service providers, utility survey of surface visible utility features, and preliminary design.

COMPANY will provide copies of Preliminary Plans and color coded utility maps to utility companies. COMPANY will coordinate with utility companies to advise the utility companies of the nature and extent of the proposed improvements and potential conflicts. CLIENT will coordinate franchise utility relocation permitting. A joint utility coordination meeting is not anticipated and is not included in this Scope of Services.

COMPANY will employ the services of a qualified Contractor to perform vacuum excavation to spot check existing underground utilities prior to **Phase 6.0 – Final Design**. Vacuum excavation test holes will validate the horizontal location of mapped utilities for the purposes of finalizing the location of traffic signal poles. The Contractor will be required to independently coordinate with Iowa One Call to confirm the presence of utilities prior to vacuum excavation. The Contractor will be required to independently coordinate with Iowa DOT to obtain the appropriate permit(s) to perform vacuum excavation within South Ankeny Boulevard (US 69) right-of-way. This Scope of Services includes four (4) vacuum excavation test holes.

2.6 Phase 6.0 – Final Design

Upon CLIENT's acceptance of the preliminary design and provision of Preliminary Plans comments, COMPANY shall subsequently proceed with final design. The services to be performed by COMPANY as part of this Phase are described below.

2.6.1 Final Roadway

Refine the roadway design developed during the preliminary design phase. Complete the design for the typical cross sections, median and left-turn lane modifications, and geometric and jointing construction layout for South Ankeny Boulevard and Magazine Road.

2.6.2 Final Intersection

Determine final pavement elevations and jointing details at South Ankeny Boulevard and Magazine Road intersection. Refine the design for the sidewalk and pedestrian curb ramps developed during the preliminary design phase. Verify compliance with the current "Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way" (PROWAG) and SUDAS design standards. Determine the final geometrics, running slopes, cross slopes, landing areas, and elevations for sidewalk and pedestrian curb ramps along with coordinating the locations and elevations of pedestrian push buttons.

2.6.3 Final Traffic Signal

Refine the traffic signal design plans, special provisions, and PIF memo developed during the preliminary design phase. Determine final traffic signal locations, wiring, and pedestrian accommodations.

COMPANY will coordinate with the local utility company on power supply to the proposed/modified traffic signal system. Same power service location is anticipated. Power service coordination will remain at a high level with the intent that the Contractor will be responsible for final power service coordination details.

It is understood that CLIENT will provide traffic signal timing adjustments as necessary to the Contractor as part of the traffic signal turn-on process; thus the development of traffic signal phasing/timing tables are not anticipated and not included within this Scope of Services.

2.6.4 Final Erosion Control and Seeding

Finalize locations and types of temporary erosion control measures to be used on the project. Indicate areas to be seeded.

2.6.5 Final Construction Staging and Traffic Control

Refine the construction staging, maintenance of access plans and traffic control plan developed during preliminary design. The final plans will include provisions for managing access to affected properties during construction. This task also includes layout of permanent pavement markings, relocation of existing signs, temporary traffic signing, and temporary traffic control devices in accordance with CLIENT standards and FHWA Manual on Uniform Traffic Control Devices (MUTCD). COMPANY assumes existing permanent signing to remain in place will be shown “for information only” on the plans.

2.6.6 Final Plans

COMPANY will prepare Check Plans (95%) for CLIENT review and comment. COMPANY will address one (1) round of CLIENT comments and prepare Final Plans (100%) for Bid Letting. The following sheets will be included in both the Check Plans and Final Plans submittals.

- Title Sheet and Location Map Sheet (A Sheets)
- Typical Cross Sections and Details (B Sheets)
- Quantities, Estimate Reference Information, and General Information (C Sheets)
- Survey and Mapping Information and Alignment Data (G Sheets)
- Construction Staging, Traffic Control, and Detours (J Sheets)
- Geometrics, Staking, and Jointing (L Sheets)
- Traffic Signal Plan and Fiber Optic Layout (N Sheets)
- Erosion Control and Seeding (R Sheets)
- Sidewalks and Pedestrian Ramp Plan (S Sheets)
- Removals and Existing Utility Mapping (U Sheets)

2.6.7 Final Bid Items and OPCC

Determine final bid items using the standard bid items provided by SUDAS. Prepare and verify quantity calculations for bid items. Prepare estimate reference information based on SUDAS specifications and CLIENT Supplemental Specifications.

Prepare one (1) final Opinion of Probable Construction Cost (OPCC) for the project. The final OPCC will be based on final estimated quantities for construction bid items. The final OPCC will be submitted with the Final Design Plans.

2.6.8 Final Design Quality Control Reviews

Quality Control Reviews will be performed prior to Check Plans and Final Plans milestone submittals by the Project Manager and experienced Project Engineers. Reviewers will check for accuracy of engineering design, constructability of the project, completeness of plans, and appropriate specifications and bid items.

2.6.9 Project Manual

CLIENT will provide templates for all front-end contract documents in the Project Manual. COMPANY will prepare a Project Manual to include Notice to Bidders and Notice of Public Hearing; Proposal Form; Bid Bond Form; Contract Form; Performance, Payment, and Maintenance Bond Form; Notice to Proceed; and CLIENT SWPPP template.

2.6.10 Permits

Due to the proposed roadway improvements, it is assumed one (1) National Pollutant Discharge Elimination System (NPDES) Permit will be required from the Iowa Department of Natural Resources (DNR). COMPANY will provide technical criteria, written descriptions, design data and prepare the Iowa DNR Storm Water Construction Permit application, on behalf of CLIENT. Any fees for the permits, licenses or other costs associated with the permits and approvals will be invoiced to CLIENT as reimbursable expenses.

Due to the proposed roadway improvements along South Ankeny Boulevard (US 69), it is assumed permit coordination will be required with Iowa Department of Transportation (DOT). COMPANY will prepare applications for CLIENT to submit Iowa DOT forms, including:

- Iowa DOT Form 810025 – Application for use of Highway Right-of-Way for Utilities Accommodations (if necessary)
- Iowa DOT Form 810028 – Application to Perform Work Within State Right-of-Way
- Iowa DOT Form 810071 – Agreement for Approval of a Traffic Control Device

2.7 Phase 7.0 – Bid Letting Assistance

COMPANY will perform the following tasks related to the project's bid letting phase:

- Prepare and distribute **Notice of Project** to Contractors.
- Prepare and upload final plans and project manual online through QuestCDN. Fees incurred for contractor download via QuestCDN will be invoiced to CLIENT monthly as reimbursable expenses.
- Respond to contract document-related questions and, if necessary, issue applicable addenda to interpret, clarify, or expand the bidding documents.
- Attend project bid letting held by CLIENT. COMPANY will prepare and distribute a tabulation of letting results.
- Assist CLIENT with preparing contract and bond documents following award of the project.



3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

3.1 Schedule

The following schedule was prepared to include reasonable allowances for review and approval times required by CLIENT. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

- | | |
|-------------------------------|--------------------|
| • Notice-to-Proceed | April 7, 2020 |
| • Preliminary Plans (50%) | June 19, 2020 |
| • Project Information Meeting | July 14, 2020 |
| • Check Plans (95%) | September 11, 2020 |
| • Final Plans (100%) | November 13, 2020 |
| • Order Construction | November 16, 2020 |
| • Bid Letting | December 15, 2020 |
| • Contract Award | December 21, 2020 |

3.2 Deliverables

The following deliverables are included with the Scope of Services for the project.

- Preliminary Plans prepared on 11" X 17" sheets in PDF format
- Preliminary Opinion of Probable Construction Cost (OPCC)
- Project Information Meeting Exhibits, including;
 - Electronic scroll plot files in PDF format
 - Printed scroll plots (2) for display
- Check Plans prepared on 11" X 17" sheets in PDF format
- Final Plans prepared on 11" X 17" sheets, including;
 - Electronic plan files in PDF format
 - Printed plans sets (5)
- Final Opinion of Probable Construction Cost (OPCC)
- Project Manual
- Electronic CAD Files in Bentley MicroStation format converted to AutoCAD format
- Tabulation text file of existing infrastructure for CLIENT GIS
- Notice of Project to Contractors
- Bid Tabulation

4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

The following items are not included as part of this Agreement:

- Construction observation and administration services
- Construction survey and staking
- Existing right-of-way survey
- Traffic data collection and/or delay/queuing analysis
- Drainage analysis and storm sewer design
- Sanitary sewer or water line layout and design
- Street lighting design and photometric analysis
- Real estate services
- Individual property owner coordination
- Coordination or review of utility adjustment or relocation plans

Supplemental services not included in this Agreement can be provided by COMPANY under separate Agreement, if desired.



5.0 CLIENT RESPONSIBILITIES

The COMPANY will rely on CLIENT for the following items:

- Provide existing benchmark and datum information
- Provide related plan sets within the vicinity of the project limits
- Provide approval of proposed roadway, pedestrian, and traffic signal improvements
- Organize Project Information Meeting location and prepare and mail notification letters
- Provide templates for all front-end construction contract documents in the Project Manual
- Schedule and host the project bid letting

6.0 PROFESSIONAL SERVICES FEE

6.1 Fees

The fee for services will be based on COMPANY standard hourly rates (EXHIBIT B) current at the time Agreement is signed. Standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.

6.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

6.3 Extra Services

Any service required but not included as part of this Agreement shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

6.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

6.5 Payment

CLIENT AGREES to pay COMPANY on a Time and Material basis with a Not-to-Exceed fee of \$75,000 summed as follows:

- | | |
|---|-----------|
| • Phase 1.0 – Project Management and Administration | \$ 7,500 |
| • Phase 2.0 – Surveying and Mapping | \$ 8,500 |
| • Phase 3.0 – Preliminary Design | \$ 24,000 |
| • Phase 4.0 – Project Information Meeting | \$ 2,500 |
| • Phase 5.0 – Utility Coordination | \$ 4,700 |
| • Phase 6.0 – Final Design | \$ 24,000 |
| • Phase 7.0 – Bid Letting Assistance | \$ 3,800 |

The summary above is provided for information purposes. Fees for each Phase may be reallocated to other Phases based on project workflow.



7.0 TERMS AND CONDITIONS

The following Terms and Conditions are incorporated into this Agreement and made a part of it.

7.1 Standard of Care

Services provided by COMPANY under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

7.2 Entire Agreement

This Agreement and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

7.3 Time Limit and Commencement of Services

This Agreement must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.

7.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

7.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

7.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

7.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services



performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

7.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

7.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

7.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

7.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

7.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

7.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

7.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

7.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

7.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by

COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

7.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other Instruments of Service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other Instruments of Service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

7.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

7.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate Agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

7.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this Agreement unless indicated in the Scope of Services.

7.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

7.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

7.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or

into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

7.25 Indemnification

The COMPANY agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, the CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the COMPANY's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the COMPANY is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY, its officers, directors, employees and subconsultants (collectively, the COMPANY) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

Neither the CLIENT nor the COMPANY shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

7.26 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this Agreement, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



This Agreement is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the Agreement. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this Agreement and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the Agreement shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Jason Lastovica, P.E.

Author Name

Approved by:

A handwritten signature in blue ink, appearing to read 'David R. Dougherty', written over a horizontal line.

Printed/Typed Name: David R. Dougherty, P.E.

Title: President - Transportation

Date: April 1, 2020

CITY OF ANKENY

Accepted by:

Printed/Typed Name: Gary Lorenz

Title: Mayor

Date:

EXHIBIT A

City of Ankeny Insurance Requirements for Professional Services

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

Exhibit A

A) COMMERCIAL GENERAL LIABILITY

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

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	\$100,000
Each Employee-Disease	\$100,000
Policy Limit-Disease	\$500,000

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

Preservation of Governmental Immunities Endorsement

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

EXHIBIT B



HR GREEN, INC. Billing Rate Schedule Effective January 1, 2020

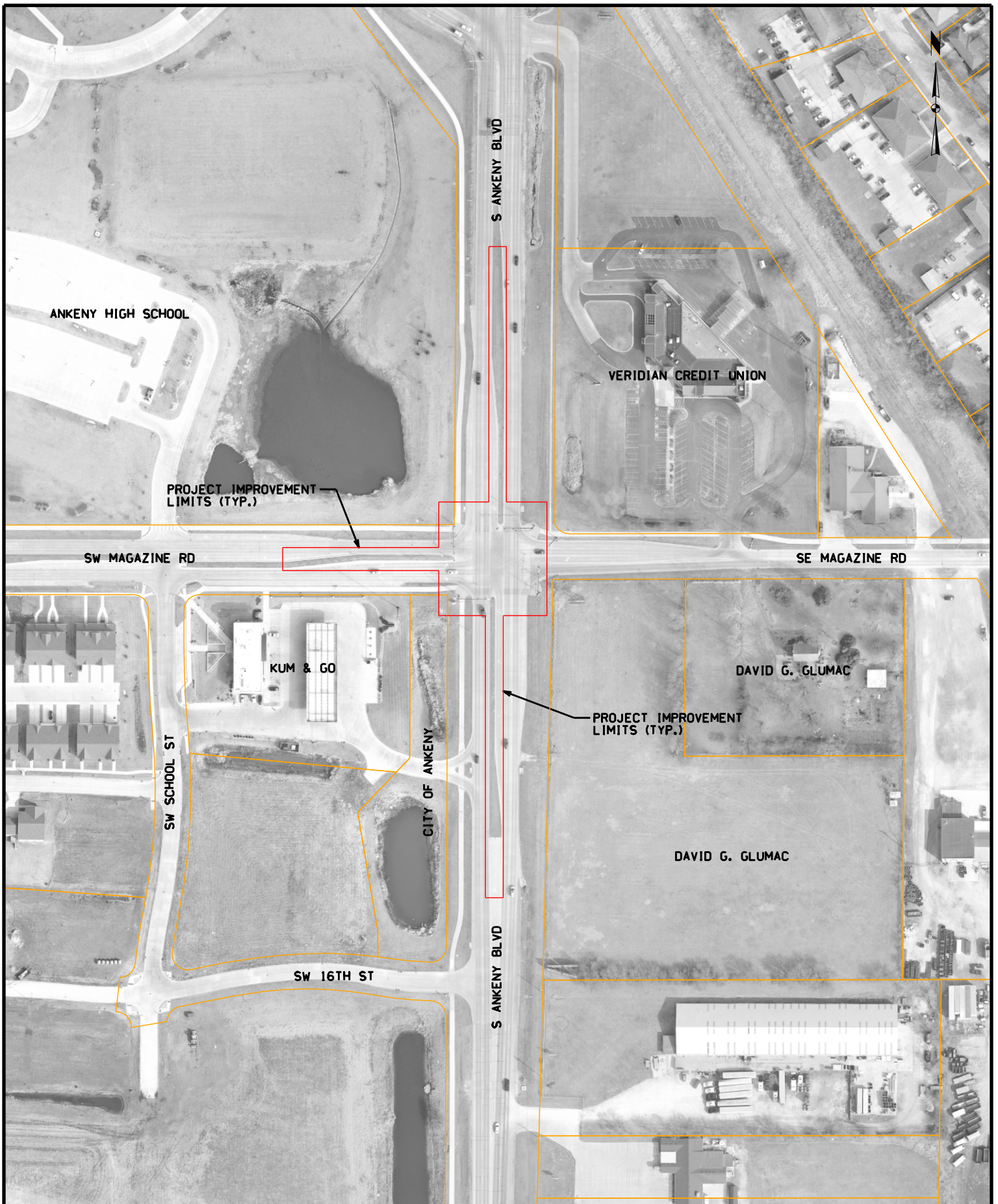
Professional Services

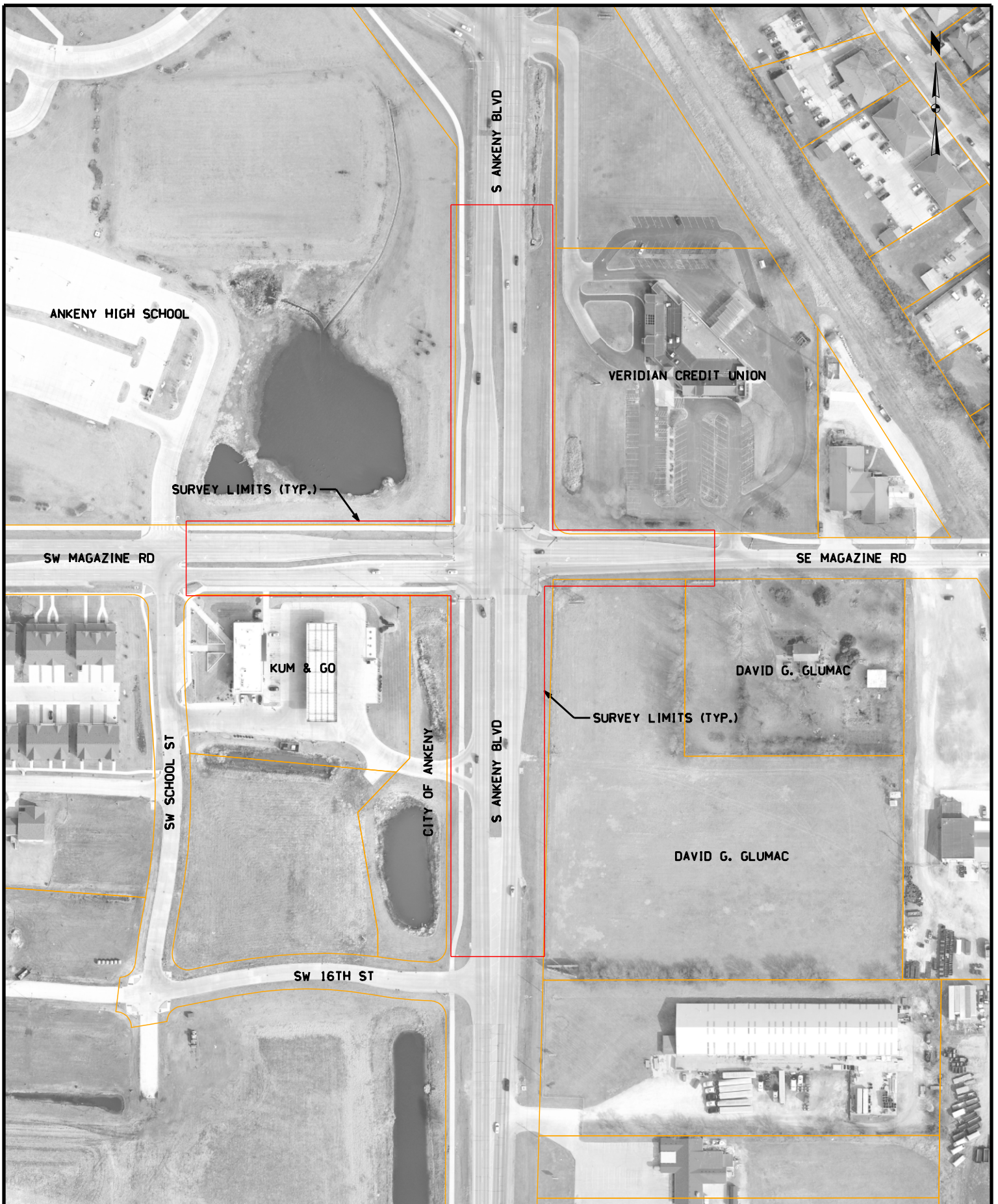
Billing Rate Range

Principal	\$215- \$300
Senior Professional	\$195- \$295
Professional	\$125- \$200
Junior Professional	\$85- \$145
Senior Technician	\$120- \$160
Technician	\$75- \$130
Senior Field Personnel	\$130- \$195
Field Personnel	\$90- \$170
Junior Field Personnel	\$50- \$100
Administrative Coordinator	\$65-\$110
Administrative	\$60- \$115
Corporate Admin	\$80- \$145
Operators/Interns	\$50- \$120

Reimbursable Expenses

1. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service.
2. Survey vehicle mileage will be charged on the basis of \$0.85 per mile or \$65.00 per day.







ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #5 decreasing the contract amount by \$600.00 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Change Order #5

CHANGE ORDER FORM



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

Change Order Number: 5

Change Order Date: June 6, 2022

Purpose of Change Order:

The additional 600 LF subdrain (Bid Items 4.23) to drain the depression at ST-60 outlet form Change Order #4 was revised to 6" single wall subdrain due to availability of materials and the subdrain is temporary until the extension of NW 18th Street to HWY 415. Additional working days to complete the work was already provided with Change Order #4.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
4.23	SUBDRAIN, CORRUGATED PVC, 8 IN. DIA.	LF	(600.00)	\$ 21.00	\$ (12,600.00)
12.05	SUBDRAIN, CORRUGATED PVC, 6 IN. DIA.	LF	600.00	\$ 20.00	\$ 12,000.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 5 makes the following adjustments to the Contract: **\$ (600.00)**

Contractor Accepted: Sternquist Construction

Firm Name: Sternquist Construction
 Signature: [Signature] Date: 5-25-22

Engineer Approved: Civil Design Advantage

Firm Name: Civil Design Advantage
 Signature: [Signature] Date: 5/26/2022

Owner Accepted: City of Ankeny

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 4,526,677.00
1	April 19, 2021	\$ (78,890.75)
2	June 7, 2021	\$ 3,811.50
3	November 1, 2021	\$ 875.00
4	January 3, 2022	\$ 15,240.00
5	May 16, 2022	\$ (600.00)
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 4,467,112.75**



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$45,670.77 to Absolute Concrete Construction, Inc. for construction services on the NE 36th Street Reconstruction Project, I-35 to NE Four Mile Drive.

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 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 6, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: April 14, 2022 Through: May 16, 2022

Contract Summary

Original Contract Amount:	\$	5,069,501.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	5,069,501.00	
Total completed and stored to date:	\$	48,074.50	
Retainage: 5 % of Completed Work:	\$	2,403.73	
Total Earned less Retainage:	\$	45,670.77	
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 45,670.77
OTHER CHARGES (Attach an itemized list)			\$ -
CURRENT PAYMENT DUE			\$ 45,670.77
Balance to finish, including retainage:	\$	5,023,830.23	

Contract Time Remaining (If applicable) 183.00 Working Days

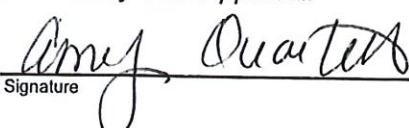
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous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

Construction Contractor Approval: Absolute Concrete Construction Inc.


Signature _____ Firm Name _____ Date 5/26/2022

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

Signature _____
Digitally signed by Anthony Babcock
DN: C=US, E=lbabcock@hrgreen.com, OU=HR Green, CN=Anthony Babcock
Location: Ankeny, IA
Reason: Pay Estimate 01 - NE 36th Street
Date: 2022.05.26 12:19:25 -0500
Date 5/26/2022

City of Ankeny Staff Approval:

Signature _____ Date _____

Submit to: Amy Quartell, P.E. - City Engineer
E-mail: AQuartell@AnkenyIowa.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	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
DIVISION 2- EARTHWORK											
2.01	Clearing and Grubbing	LS	1.00		1.00	\$ 8,000.00	\$ 8,000.00		\$ -	1.00	0.00%
2.02	Topsoil, On-Site	CY	3,577.00		3,577.00	\$ 10.00	\$ 35,770.00		\$ -	3,577.00	0.00%
2.03	Topsoil, Off-Site	CY	1,649.00		1,649.00	\$ 15.00	\$ 24,735.00		\$ -	1,649.00	0.00%
2.04	Excavation, Class 10, Import	CY	8,208.00		8,208.00	\$ 8.00	\$ 65,664.00		\$ -	8,208.00	0.00%
2.05	Excavation, Class 10, Roadway and Borrow	CY	12,832.00		12,832.00	\$ 8.00	\$ 102,656.00		\$ -	12,832.00	0.00%
2.06	Subgrade Preparation, 6"	SY	13,830.00		13,830.00	\$ 1.50	\$ 20,745.00	513.00	\$ 769.50	13,317.00	3.71%
2.07	Subgrade Preparation, 9"	SY	10,488.00		10,488.00	\$ 3.00	\$ 31,464.00		\$ -	10,488.00	0.00%
2.08	Subbase, Modified, 6"	SY	24,318.00		24,318.00	\$ 12.00	\$ 291,816.00		\$ -	24,318.00	0.00%
2.09	Subbase, Modified, Asphalt Millings, 3"	SY	513.00		513.00	\$ 9.00	\$ 4,617.00	513.00	\$ 4,617.00	-	100.00%
2.10	Removal of Structure, Concrete Footing of Highway Sign	EA	6.00		6.00	\$ 1,000.00	\$ 6,000.00		\$ -	6.00	0.00%
2.11	Removal of Known Pipe Culvert, CMP, 12"- 24" Dia.	LF	252.00		252.00	\$ 21.00	\$ 5,292.00		\$ -	252.00	0.00%
2.12	Removal of Known Pipe and Conduit, Subdrain, PVC, 6" Dia.	LF	663.00		663.00	\$ 15.00	\$ 9,945.00		\$ -	663.00	0.00%
2.13	Compaction Testing	LS	1.00		1.00	\$10,000.00	\$ 10,000.00		\$ -	1.00	0.00%
2.14	Below Grade Excavation (Core Out)	CY	100.00		100.00	\$ 8.00	\$ 800.00		\$ -	100.00	0.00%
2.15	Granular Surfacing, 3" Recycled Concrete, 5" Depth	TON	130.00		130.00	\$ 35.00	\$ 4,550.00	68.80	\$ 2,408.00	61.20	52.92%
2.16	Locating and Repairing Field Tile	STA	30.00		30.00	\$ 2,200.00	\$ 66,000.00		\$ -	30.00	0.00%
DIVISION 3 - TRENCH EXCAVATION AND BACKFILL											
3.01	Trench Compaction Testing	LS	1.00		1.00	\$10,000.00	\$ 10,000.00		\$ -	1.00	0.00%
DIVISION 4- SEWERS AND DRAINS											
4.01	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	LF	161.00		161.00	\$ 130.00	\$ 20,930.00		\$ -	161.00	0.00%
4.02	Storm Sewer, Trenched, RCP, 2000D (Class III), 15" Dia.	LF	679.00		679.00	\$ 94.00	\$ 63,826.00		\$ -	679.00	0.00%
4.03	Storm Sewer, Trenched, RCP, 2000D (Class III), 18" Dia.	LF	696.00		696.00	\$ 96.00	\$ 66,816.00		\$ -	696.00	0.00%
4.04	Storm Sewer, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	225.00		225.00	\$ 121.00	\$ 27,225.00		\$ -	225.00	0.00%
4.05	Storm Sewer, Trenched, RCP, 2000D (Class III), 30" Dia.	LF	216.00		216.00	\$ 158.00	\$ 34,128.00		\$ -	216.00	0.00%
4.06	Storm Sewer, Trenched, RCP, 2000D (Class III), 36" Dia.	LF	763.00		763.00	\$ 200.00	\$ 152,600.00		\$ -	763.00	0.00%
4.07	Removal of Storm Sewer, RCP, 15" Dia.	LF	528.00		528.00	\$ 32.00	\$ 16,896.00		\$ -	528.00	0.00%
4.08	Pipe Culvert, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	166.00		166.00	\$ 146.00	\$ 24,236.00		\$ -	166.00	0.00%
4.09	Pipe Culvert, Trenched, Low Clearance RCP, 2000D (Class III), 44" x 27"	LF	188.00		188.00	\$ 271.00	\$ 50,948.00		\$ -	188.00	0.00%
4.10	Pipe Apron, RCP, 24" Dia.	EA	4.00		4.00	\$ 2,700.00	\$ 10,800.00		\$ -	4.00	0.00%
4.11	Pipe Apron, RCP, 36" Dia.	EA	1.00		1.00	\$ 4,500.00	\$ 4,500.00		\$ -	1.00	0.00%
4.12	Pipe Apron, RCAP, Type 1, 44" x 27"	EA	4.00		4.00	\$ 4,700.00	\$ 18,800.00		\$ -	4.00	0.00%
4.13	Footing for Concrete Apron, RCP, 24" Dia.	EA	4.00		4.00	\$ 715.00	\$ 2,860.00		\$ -	4.00	0.00%
4.14	Footing for Concrete Apron, RCP, 36" Dia.	EA	1.00		1.00	\$ 715.00	\$ 715.00		\$ -	1.00	0.00%
4.15	Footing for Concrete Apron, RCAP, Type 1, 44" x 27"	EA	4.00		4.00	\$ 715.00	\$ 2,860.00		\$ -	4.00	0.00%
4.16	Pipe Apron Guard	EA	7.00		7.00	\$ 3,400.00	\$ 23,800.00		\$ -	7.00	0.00%
4.17	Subdrain, Case A, Type 1, PVC, 6" Dia.	LF	5,124.00		5,124.00	\$ 30.00	\$ 153,720.00		\$ -	5,124.00	0.00%
4.18	Subdrain Cleanout, Type B, 24"	EA	2.00		2.00	\$ 3,000.00	\$ 6,000.00		\$ -	2.00	0.00%
4.19	Subdrain Outlets and Connections, Outlet to Ditch, CMP, 8"	EA	12.00		12.00	\$ 540.00	\$ 6,480.00		\$ -	12.00	0.00%
4.20	Subdrain Outlets and Connections, Outlet into Structure, CMP, 6"	EA	40.00		40.00	\$ 211.00	\$ 8,440.00		\$ -	40.00	0.00%
DIVISION 5- WATER MAINS AND APPURTENANCES											
5.01	Water Main, Trenched, DI Class 52 or PVC DR 18, Restrained Joint, 10"	LF	120.00		120.00	\$ 95.00	\$ 11,400.00		\$ -	120.00	0.00%
5.02	Fitting, DI MJ Solid Sleeve, 10"	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	0.00%
5.03	Fitting, DI MJ Reducer, 10" x 6"	EA	1.00		1.00	\$ 850.00	\$ 850.00		\$ -	1.00	0.00%
5.04	Water Main Removal, PVC, 3"	LF	1,370.00		1,370.00	\$ 15.00	\$ 20,550.00		\$ -	1,370.00	0.00%
5.05	Fire Hydrant Assembly	EA	2.00		2.00	\$ 8,000.00	\$ 16,000.00		\$ -	2.00	0.00%
5.06	Valve Box Adjustment (Minor)	EA	1.00		1.00	\$ 331.00	\$ 331.00		\$ -	1.00	0.00%
5.07	Fire Hydrant Assembly Removal	EA	1.00		1.00	\$ 1,563.00	\$ 1,563.00		\$ -	1.00	0.00%
5.08	Flushing Device (Blowoff) Removal, 3"	EA	1.00		1.00	\$ 960.00	\$ 960.00		\$ -	1.00	0.00%
DIVISION 6- STRUCTURES FOR SANITARY AND STORM SEWERS											
6.01	Manhole, SW-301, 48 inch	EA	2.00		2.00	\$12,000.00	\$ 24,000.00		\$ -	2.00	0.00%
6.02	Manhole, SW-401, 72 inch	EA	1.00		1.00	\$ 6,700.00	\$ 6,700.00		\$ -	1.00	0.00%
6.03	Manhole, SW-402, 4 ft. x 4 ft.	EA	1.00		1.00	\$12,000.00	\$ 12,000.00		\$ -	1.00	0.00%
6.04	Intake, SW-505 with SW-603 Type R Casting	EA	9.00		9.00	\$ 7,500.00	\$ 67,500.00		\$ -	9.00	0.00%
6.05	Intake, SW-506 with SW-603 Type R Casting and Manhole	EA	11.00		11.00	\$13,000.00	\$ 143,000.00		\$ -	11.00	0.00%
6.06	Intake, SW-505, Modified, Full Box with Type R Casting and Manhole	EA	1.00		1.00	\$21,000.00	\$ 21,000.00		\$ -	1.00	0.00%
6.07	Intake, SW-512, 24 inch	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00		\$ -	1.00	0.00%
6.08	Connection to Existing Intake	EA	1.00		1.00	\$ 5,200.00	\$ 5,200.00		\$ -	1.00	0.00%
6.09	Remove Intake, SW-506	EA	1.00		1.00	\$ 2,200.00	\$ 2,200.00		\$ -	1.00	0.00%
6.10	Remove Intake, SW-512	EA	1.00		1.00	\$ 1,600.00	\$ 1,600.00		\$ -	1.00	0.00%
6.11	Remove Intake, Field Tile	EA	1.00		1.00	\$ 730.00	\$ 730.00		\$ -	1.00	0.00%
DIVISION 7- STREETS AND RELATED WORK											
7.01	Pavement, PCC Class C-SUD, 9"	SY	20,977.00		20,977.00	\$ 90.00	\$ 1,887,930.00		\$ -	20,977.00	0.00%
7.02	Curb and Gutter, 3.0', 9", Wide	LF	227.00		227.00	\$ 43.00	\$ 9,761.00		\$ -	227.00	0.00%
7.03	Concrete Median, 6"	SY	241.00		241.00	\$ 74.00	\$ 17,834.00		\$ -	241.00	0.00%
7.04	Granular Shoulder, Type A, 4"	TON	214.00		214.00	\$ 35.00	\$ 7,490.00		\$ -	214.00	0.00%
7.05	Removal of Sidewalk	SY	210.00		210.00	\$ 10.00	\$ 2,100.00		\$ -	210.00	0.00%
7.06	Removal of Driveway	SY	600.00		600.00	\$ 10.00	\$ 6,000.00	54.00	\$ 540.00	546.00	9.00%
7.07	Sidewalk, PCC, 4"	SY	497.00		497.00	\$ 57.00	\$ 28,329.00		\$ -	497.00	0.00%
7.08	Sidewalk, PCC, 5"	SY	277.00		277.00	\$ 63.00	\$ 17,451.00		\$ -	277.00	0.00%
7.09	Sidewalk, PCC, 6"	SY	150.00		150.00	\$ 84.00	\$ 12,600.00		\$ -	150.00	0.00%
7.10	Detectable Warning, Cast Iron	SF	123.00		123.00	\$ 65.00	\$ 7,995.00		\$ -	123.00	0.00%
7.11	Driveway, Paved, PCC, 7"	SY	539.00		539.00	\$ 78.00	\$ 42,042.00		\$ -	539.00	0.00%
7.12	Pavement Removal	SY	10,875.00		10,875.00	\$ 10.00	\$ 108,750.00	3,415.00	\$ 34,150.00	7,460.00	31.40%
7.13	Curb and Gutter Removal	LF	227.00		227.00	\$ 10.00	\$ 2,270.00	184.00	\$ 1,840.00	43.00	81.06%
DIVISION 8- TRAFFIC CONTROL											
8.01	Traffic Signal, Spectrum Drive	LS	1.00		1.00	\$275,000.00	\$ 275,000.00		\$ -	1.00	0.00%
8.02	Removal of 36SM/12MM Fiber Optic Cable	LF	4,000.00		4,000.00	\$ 1.50	\$ 6,000.00		\$ -	4,000.00	0.00%
8.03	Installation of City Provided Fiber Optic Cable, SM, 96-CNT	LF	6,300.00		6,300.00	\$ 2.00	\$ 12,600.00		\$ -	6,300.00	0.00%
8.04	Installation of Existing 36SM/12MM Fiber Optic Cable	LF	200.00		200.00	\$ 2.00	\$ 400.00		\$ -	200.00	0.00%
8.05	Cable, Fiber Optic, Tracer 1c #10	LF	2,200.00		2,200.00	\$ 1.00	\$ 2,200.00		\$ -	2,200.00	0.00%
8.06	Cable, Fiber Optic, Pull Rope	LF	2,200.00		2,200.00	\$ 0.75	\$ 1,650.00		\$ -	2,200.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.07	Conduit, Fiber Optic, Blue HDPE, 2" Diameter	LF	3,800.00		3,800.00	\$ 7.00	\$ 26,600.00		\$ -	3,800.00	0.00%
8.08	Conduit, Fiber Optic, Orange HDPE, 2" Diameter	LF	1,900.00		1,900.00	\$ 7.00	\$ 13,300.00		\$ -	1,900.00	0.00%
8.09	Handhole, Type 3 "TUB" 24" x 36" and Ex. Fiber Conduits Sweeping	EA	5.00		5.00	\$ 1,800.00	\$ 9,000.00		\$ -	5.00	0.00%
8.10	Handhole, Type 4 "TUB" 30" x 48" and Ex. Fiber Conduits Sweeping	EA	2.00		2.00	\$ 2,000.00	\$ 4,000.00		\$ -	2.00	0.00%
8.11	Handhole, Type 3 "TUB" 24" x 36"	EA	4.00		4.00	\$ 1,600.00	\$ 6,400.00		\$ -	4.00	0.00%
8.12	Handhole, Type 4 "TUB" 30" x 48"	EA	3.00		3.00	\$ 1,800.00	\$ 5,400.00		\$ -	3.00	0.00%
8.13	Splice Enclosure/Case	EA	2.00		2.00	\$ 500.00	\$ 1,000.00		\$ -	2.00	0.00%
8.14	Fiber Optic Splice	EA	36.00		36.00	\$ 55.00	\$ 1,980.00		\$ -	36.00	0.00%
8.15	Fiber Optic Termination	EA	24.00		24.00	\$ 55.00	\$ 1,320.00		\$ -	24.00	0.00%
8.16	Fiber Enclosure, 1 Panel Capacity, SPH-01P, D'n Rail Mounted	EA	1.00		1.00	\$ 215.00	\$ 215.00		\$ -	1.00	0.00%
8.17	CCH Panel, 12 ct, CCH-CP12-A9-P03RH	EA	1.00		1.00	\$ 585.00	\$ 585.00		\$ -	1.00	0.00%
8.18	Painted Pavement Markings, Durable	STA	150.00		150.00	\$ 100.00	\$ 15,000.00		\$ -	150.00	0.00%
8.19	Painted Symbols and Legends, Durable	EA	21.00		21.00	\$ 325.00	\$ 6,825.00		\$ -	21.00	0.00%
8.20	Raised Pavement Markers	EA	170.00		170.00	\$ 9.50	\$ 1,615.00		\$ -	170.00	0.00%
8.21	Grooves Cut for Pavement Markings	STA	140.00		140.00	\$ 85.00	\$ 11,900.00		\$ -	140.00	0.00%
8.22	Grooves Cut for Symbols and Legends	EA	21.00		21.00	\$ 125.00	\$ 2,625.00		\$ -	21.00	0.00%
8.23	Temporary Traffic Control	LS	1.00		1.00	\$55,000.00	\$ 55,000.00		\$ -	1.00	0.00%
8.24	Portable Dynamic Message Sign (PDMS)	DAY	120.00		120.00	\$ 75.00	\$ 9,000.00	30.00	\$ 2,250.00	90.00	25.00%
8.25	Removal of Type A Sign Assembly	EA	10.00		10.00	\$ 75.00	\$ 750.00		\$ -	10.00	0.00%
8.26	Install Type A Sign Assembly	EA	26.00		26.00	\$ 375.00	\$ 9,750.00		\$ -	26.00	0.00%
8.27	Removal and Reinstall Type B Sign Assembly	EA	3.00		3.00	\$ 1,750.00	\$ 5,250.00		\$ -	3.00	0.00%
8.28	PSSTP Anchor Triangular Slip-Base Assembly for Type B Sign Assembly	EA	2.00		2.00	\$ 475.00	\$ 950.00		\$ -	2.00	0.00%
8.29	Concrete Footing for Breakaway Type B Sign Post, 2'-6" Dia. x 7'-6"	EA	4.00		4.00	\$ 2,000.00	\$ 8,000.00		\$ -	4.00	0.00%
8.30	Steel Breakaway Sign Post for Type B Signs, W8 x W21	LF	22.00		22.00	\$ 125.00	\$ 2,750.00		\$ -	22.00	0.00%
DIVISION 9- SITE WORK AND LANDSCAPING											
9.01	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	8.70		8.70	\$ 500.00	\$ 4,350.00		\$ -	8.70	0.00%
9.02	Conventional Seeding, Seeding and Fertilizing, Type 6	AC	5.80		5.80	\$ 2,500.00	\$ 14,500.00		\$ -	5.80	0.00%
9.03	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	5.80		5.80	\$ 3,800.00	\$ 22,040.00		\$ -	5.80	0.00%
9.04	Filter Sock, 9" Dia.	LF	9,250.00		9,250.00	\$ 2.00	\$ 18,500.00		\$ -	9,250.00	0.00%
9.05	Filter Sock, 12" Dia.	LF	240.00		240.00	\$ 4.00	\$ 960.00		\$ -	240.00	0.00%
9.06	Filter Sock, Removal	LF	9,490.00		9,490.00	\$ 0.40	\$ 3,796.00		\$ -	9,490.00	0.00%
9.07	Check Dam, Rock	TON	24.00		24.00	\$ 75.00	\$ 1,800.00		\$ -	24.00	0.00%
9.08	Rip Rap, Class E Revetment	TON	131.00		131.00	\$ 75.00	\$ 9,825.00		\$ -	131.00	0.00%
9.09	Rip Rap, Erosion Stone	TON	42.00		42.00	\$ 75.00	\$ 3,150.00		\$ -	42.00	0.00%
9.10	Silt Fence or Silt Fence Ditch Check	LF	7,250.00		7,250.00	\$ 2.00	\$ 14,500.00		\$ -	7,250.00	0.00%
9.11	Silt Fence of Silt Fence Ditch Check, Removal of Device	LF	7,250.00		7,250.00	\$ 0.10	\$ 725.00		\$ -	7,250.00	0.00%
9.12	Stabilized Construction Entrance	SY	480.00		480.00	\$ 10.00	\$ 4,800.00		\$ -	480.00	0.00%
9.13	Erosion Control Mulching, Conventional	AC	8.70		8.70	\$ 600.00	\$ 5,220.00		\$ -	8.70	0.00%
9.14	Inlet Protection Device, Drop-in	EA	50.00		50.00	\$ 200.00	\$ 10,000.00		\$ -	50.00	0.00%
9.15	Inlet Protection Device, Surface Applied	EA	50.00		50.00	\$ 200.00	\$ 10,000.00		\$ -	50.00	0.00%
9.16	Inlet Protection Device, Maintenance	EA	100.00		100.00	\$ 25.00	\$ 2,500.00		\$ -	100.00	0.00%
DIVISION 10- DEMOLITION											
10.01	Demolition of Building Structures	LS	1.00		1.00	\$37,500.00	\$ 37,500.00		\$ -	1.00	0.00%
DIVISION 11- MISCELLANEOUS											
11	Mobilization	LS	1.00		1.00	\$500,000.00	\$ 500,000.00		\$ -	1.00	0.00%
11	Maintenance of Postal Service	LS	1.00		1.00	\$10,000.00	\$ 10,000.00	0.15	\$ 1,500.00	0.85	15.00%
11	Concrete Washout	LS	1.00		1.00	\$10,000.00	\$ 10,000.00		\$ -	1.00	0.00%
					-						

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 5,069,501.00

\$ 48,074.50

-99.05%



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #4 in the amount of \$2,850.00 to Con-Struct, Inc., for construction services on the Wastewater Plant Partial Demolition 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: Wastewater Plant Partial Demolition (2021)
Contractor: Con-Struct, Inc.
Address: 305 S. Dayton Ave. Ames, IA 50010
Finance Budget Code: 632.3632.4405 Finance Project #: 632.4405
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: October 18, 2021 Vendor #: 6379

Date of Council Meeting: June 6, 2022 PAYMENT REQUEST # 4
PAYMENT PERIOD: From: March 5, 2022 Through: May 19, 2022

Contract Summary

Original Contract Amount:	\$	379,000.00	
Net change by Change Orders:	\$	(10,940.50)	
Contract Amount to Date: (line 1 ± 2)	\$	368,059.50	
Total completed and stored to date:	\$	368,059.50	
Retainage: <u>5</u> % of Completed Work:	\$	18,402.98	
Total Earned less Retainage:	\$	349,656.52	
Less previous applications for payment:	\$	346,806.52	
SUBTOTAL	\$		2,850.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,850.00

Balance to finish, including retainage: \$ 18,402.98

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: Con-Struct, Inc.

Signature: [Signature] Firm Name: Con-Struct, Inc. Date: 5/19/2022

Engineer / Consultant Approval: FOX Strand, Inc.

Signature: [Signature] Firm Name: FOX Strand, Inc. Date: 5/27/2022

City of Ankeny Staff Approval:

Signature: [Signature] Date: 5/27/22

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

CONTRACT PRICE DETAIL

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT =	\$ 368,059.50	PAY PERIOD =	\$ 3,000.00
COMPLETED =	\$ 368,059.50		
			100.00%

COMPLETED = \$ 368,059.50

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	December 31, 2021	\$ 37,525.00
2	January 28, 2022	\$ 108,300.00
3	March 21, 2022	\$ 200,981.52
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 346,806.52

Record of Change Orders

No.	Date	Amount
1	February 7, 2022	\$ 4,059.50
2	March 21, 2022	\$ (15,000.00)
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CHANGE ORDER TOTAL = \$ (10,940.50)

Contract Time Remaining

Contract Period: Working Days
Construction Start Date: _____

Substantial Completion

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

Full Completion

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



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #2 in the amount of \$10,883.60 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 660.3660.4210 **Finance Project #** 660.4210
Vendor Project or Invoice #: 2 **PO #**
Original Contract Date: March 7, 2022 **Vendor #** 2078

Date of Council Meeting: June 6, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: April 1, 2022 Through: April 30, 2022

Contract Summary

Original Contract Amount:	\$	127,100.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	127,100.00	
Total completed and stored to date:	\$	22,375.92	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	22,375.92	
Less previous applications for payment:	\$	11,492.32	
SUBTOTAL	\$		10,883.60

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 10,883.60

Balance to finish, including retainage: \$ 104,724.08

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Firm Name

Andy S. Floy

Digitally signed by Andy S. Floy
DN: CN=Andy S. Floy, OU=Members,
DC=foth, DC=com
Reason: I am approving this document
Date: 2022.05.12 14:31:19-05'00'

Signature

May 12, 2022

Date

City of Ankeny Staff Approval:

Donald Clark

Signature

5-13-22

Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 2, 2022	\$ 11,492.32
2		
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 11,492.32

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

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

Invoice

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

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

May 12, 2022

Project No: 0022A004.00

Invoice No: 77744

City of Ankeny
220 West First Street
Ankeny, IA 50023

Invoice Total USD 10,883.60

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through April 30, 2022

Professional Personnel

	Hours	Rate	Amount
Project Manager II	1.50	186.00	279.00
Project Engineer II	.50	158.00	79.00
Staff Engineer II	14.50	130.00	1,885.00
Project Scientist I	2.00	121.00	242.00
Technician VI	21.00	141.00	2,961.00
Technician IV	3.00	126.00	378.00
Technician III	42.00	114.00	4,788.00
Project Administrator II	1.00	100.00	100.00
Totals	85.50		10,712.00
Total Labor			10,712.00

Expenses

171.60

Billing Limits

	Current	Prior	To-Date
Total Billings	10,883.60	11,492.32	22,375.92
Limit			127,100.00
Remaining			104,724.08

Total This Invoice USD 10,883.60



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #24 in the amount of \$35,283.97 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #24

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: June 6, 2022 **PAYMENT REQUEST #** 24
PAYMENT PERIOD: From: April 1, 2022 Through: April 30, 2022

Contract Summary

Original Contract Amount:	\$	237,720.00	
Net change by Change Orders:	\$	2,068,135.00	
Contract Amount to Date: (line 1 ± 2)	\$	2,305,855.00	
Total completed and stored to date:	\$	1,921,102.64	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	1,921,102.64	
Less previous applications for payment:	\$	1,885,818.67	
SUBTOTAL	\$		35,283.97

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 35,283.97

Balance to finish, including retainage: \$ 384,752.36

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure and Environment, LLC

Bradley D. Hopkey

Firm Name

Digitally signed by Bradley D. Hopkey
DN: C=US, E=bradley.hopkey@foth.com, O="Foth Infrastructure & Environment, LLC", OU=Infrastructure
Division, CN=Bradley D. Hopkey
Reason: I am approving this document
Date: 2022.05.20 09:53:42-05'00'

May 20, 2022

Signature

Date

City of Ankeny Staff Approval:

Signature

Adam L. Lust

Date

05/20/22

Submit to:

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

E-mail:

ALust@AnkenyIowa.gov

Phone:

(515) 963-3537

Fax:

(515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

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TOTAL \$ 1,885,818.67

Record of Change Orders

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

Contract Time Remaining

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



Summary of Services Report - Project Code: 970.4210

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

Period: April 1, 2022 – April 30, 2022

Work Completed:

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

- Project coordination
- Utility coordination with MidAm gas & electric
- Construction admin/observation for roadway construction. Substage at east cross-over
- Pay Request #10
- Project closeout for 2021 construction season. Reimbursement #6

Work Scheduled:

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

- Construction admin/observation for Stage 2 of roadway project.
- Minor plan changes related to 12" water main and sidewalk details around signal pole bases.
- Continued coordination with private utilities. MidAm gas & UGE

Submittal Schedule:

The following dates are according to the original project contract:

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

General Comments:

Invoice

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

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

May 18, 2022

Project No: 0018A039.01

Invoice No: 77804

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

Invoice Total USD 35,283.97

Project 0018A039.01 West First Street Widening

Professional Services through April 30, 2022

Professional Personnel

	Hours	Rate	Amount
Project Manager I	3.00	173.00	519.00
Lead Project Engineer	34.00	190.00	6,460.00
Staff Engineer II	1.00	126.00	126.00
Technician VI	1.00	137.00	137.00
Technician III	184.00	111.00	20,424.00
Technician II	16.50	97.00	1,600.50
Construction Manager	21.00	168.00	3,528.00
Project Administrator I	3.00	78.00	234.00
Totals	263.50		33,028.50
Total Labor			33,028.50

Subconsultants 1,494.83

Expenses 760.64

Billing Limits	Current	Prior	To-Date
Total Billings	35,283.97	1,885,818.67	1,921,102.64
Limit			2,305,855.00
Remaining			384,752.36

Total This Invoice USD 35,283.97

INVOICE



INVOICE NO: 1810143-0

INVOICE DATE: April 14, 2022

REMIT
TO:

TEAM Services, Inc.

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

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

PROJECT: **Logan Street Spring Break Sewer Repair**

Ankeny, IA
No: 2-8542

PO Reference: IE-P00000955
Services for period of 3/1/2022 through 3/31/2022
Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	1.25	hour	Services of Staff Engineer	90.00	112.50
2	4.75	hour	Field Inspection of PCC Paving - Handwork	49.00	232.75
3	0.75	hour	Sample Pickup	49.00	36.75
4	0.75	hour	Sample Pickup [OT]	73.50	55.12
5	10.00	test	Compressive Strength Tests of 4 x 8 in. Cylinder, including Molds	15.00	150.00
6	103.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	100.94
7	103.00	mile	Fuel Surcharge	0.14	14.42

Invoice Total: 702.48

Amount Received: \$0.00

Amount Due: **\$702.48**

18A039.014 Phase 85 Task 855

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

Billing summary through: 4/14/2022

Total billed: \$702.48
Total Received: \$0.00
Balance: \$702.48

Pay by Credit Card

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

Name on Card :

Card Number :

Exp. Date (MM/YY) :

Invoice Delivery: Email

INVOICE



INVOICE NO: 1810140-0

INVOICE DATE: April 14, 2022

REMIT
TO:

TEAM Services, Inc.

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

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

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

Ankeny, IA
No: 2-8538

PO Reference: IE-P00000955
Services for period of 3/1/2022 through 3/31/2022
Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	3.75	hour	Project Meetings	49.00	183.75
2	5.00	test	Standard Proctor Test (ASTM D-698)	115.00	575.00
3	30.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	29.40
4	30.00	mile	Fuel Surcharge	0.14	4.20

Invoice Total: 792.35

Amount Received: \$0.00

Amount Due: **\$792.35**

18A039.014 Phase 85 Task 855

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

Billing summary through: 4/14/2022

Total billed: \$792.35
Total Received: \$0.00
Balance: \$792.35

Budget summary through: 04/14/2022

Project Budget: \$25,484.22
Total Billed: \$792.35
Budget Remaining: \$24,691.87

Pay by Credit Card

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

Name on Card :

Card Number :

Exp. Date (MM/YY) :

Invoice Delivery: Email



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #2 in the amount of \$474,840.40 to Gingerich Well & Pump Service, LLC, for construction services on the Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction project.

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

Date of Council Meeting: June 6, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: April 21, 2022 Through: May 21, 2022

Contract Summary

Original Contract Amount:	\$	3,234,033.00	
Net change by Change Orders:	\$	83,780.00	
Contract Amount to Date: (line 1 ± 2)	\$	3,317,813.00	
Total completed and stored to date:	\$	1,173,312.56	
Retainage: 5 % of Completed Work:	\$	58,665.63	
Total Earned less Retainage:	\$	1,114,646.93	
Less previous applications for payment:	\$	639,806.53	
SUBTOTAL	\$	474,840.40	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 474,840.40

Balance to finish, including retainage: \$ 2,203,166.07

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: Gingerich Well & Pump Service, LLC
Firm Name
Signature: Helen Davidson Date: 5-20-22

Engineer / Consultant Approval: FOX Strand
Firm Name
Signature: Taylor Hopper Date: 5/27/2022

City of Ankeny Staff Approval:
Signature: Donald Clark Date: 5/27/22

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 21, 2022	\$ 639,806.53
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
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Previous Applications for Payment

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

PREVIOUS PAY APP TOTAL = \$ 639,806.53

Record of Change Orders

No.	Date	Amount
1	May 16, 2022	\$ 83,780.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

CHANGE ORDER TOTAL = \$ 83,780.00

Please update Payment Application Sheet

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion

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

Full Completion

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

Contractor's Application for Payment

Owner:	City of Ankeny	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3379-20A
Contractor:	Gingerich Well & Pump Service, LLC	Contractor's Project No.:	
Project:	Well No. 7 / ASR No. 3 - Bid Pacakage 1 - Well Construction		
Contract:			
Application No.:	2	Application Date:	6/6/2022
Application Period:	From 4/21/2022	to	5/21/2022

1. Original Contract Price	\$	3,234,033.00
2. Net change by Change Orders	\$	83,780.00
3. Current Contract Price (Line 1 + Line 2)	\$	3,317,813.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,173,312.56
5. Retainage		
a. 5% X \$ 882,980.00 Work Completed =	\$	44,149.00
b. 5% X \$ 290,332.56 Stored Materials =	\$	14,516.63
c. Total Retainage (Line 5.a + Line 5.b)	\$	58,665.63
6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,114,646.93
7. Less previous payments (Line 6 from prior application)	\$	639,806.53
8. Amount due this application	\$	474,840.40
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	2,203,166.07

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Gingerich Well & Pump Service

Signature: Helen Davidson Date: 5-20-22

Recommended by Engineer

By: Taylor Stapper
Title: Assistant Project Manager
Date: 5/27/2022

Approved by Owner

By: _____
Title: _____
Date: _____

Approved by Funding Agency

By: Wendell Clark
Title: DIRECTOR OF MUNICIPAL UTILITIES
Date: 5/27/22

By: _____
Title: _____
Date: _____



GINGERICH

WELL & PUMP SERVICE, LLC

YOUR WELL-BEING OUR BUSINESS

1331 Highway 1
Kalona, IA 52247
(319)656-2664
Fax (319)656-2676
(800)356-2664

Date	Invoice
5/20/2022	30169

Mailing Address:		Site Address:	
Ankeny, City of 1210 NW Prairie Ridge Dr Ankeny Public Services Bldg Ankeny, IA 50023		Ankeny, City of 1102 SE Creekview Dr Well #7 Ankeny, IA 50023	
Phone	Due Date	Sales Rep	
515-963-3520	6/19/2022	Klint	
Quantity	Description	Price	Amount
	** Pay App #2**		
0.30	Mobilization/Demobilization	\$375,000.00	\$112,500.00
0.50	SWPPP-Storm Water Pollution Prevention Plan	\$25,000.00	\$12,500.00
0.50	WWPPP-Well Water Pollution Prevention Plan	\$105,000.00	\$52,500.00
400.00	Drilled Hole & Surface Casing	\$565.00	\$226,000.00
0.30	Site Work and Restoration	\$354,000.00	\$106,200.00
400.00	CREDIT for stored materials - 32" Surface Casing - previously billed	-\$234.12	-\$93,648.00
Thank you!		Sales Tax	\$0.00
		Total	\$416,052.00

Balance due in 10 days. All past due accounts are subject to a late payment fee of 1.5% per month.

A FOURTH GENERATION FAMILY OWNED BUSINESS
Emery Gingerich - Klint Gingerich - Corwin Gingerich
www.gingerichwell.com



GINGERICH

WELL & PUMP SERVICE, LLC

YOUR WELL-BEING OUR BUSINESS

1331 Highway 1
Kalona, IA 52247
(319)656-2664
Fax (319)656-2676
(800)356-2664

Date	Invoice
5/20/2022	30170

Mailing Address:		Site Address:	
Ankeny, City of Ankeny Public Services Bldg 1210 NW Prairie Ridge Dr Ankeny, IA 50023		Ankeny, City of Attn: Taylor Hopper 1102 SE Creekview Dr Ankeny, IA 50023	
Phone	Due Date	Sales Rep	
515-963-3520	6/19/2022	Klint	
Quantity	Description	Price	Amount
	Change Order #1		
1.00	Demobilize Schramm 130/Mobilize Gus Pech Bucket Rig	\$4,500.00	\$4,500.00
1.00	Remove temporary 40" Pipe	\$2,000.00	\$2,000.00
120.00	Ream drill hole to 48"	\$160.00	\$19,200.00
1.00	Bentonite Slurry	\$3,800.00	\$3,800.00
120.00	Furnish & Install 40" Surface Casing	\$354.00	\$42,480.00
450.00	Furnish & Install Bentonite Chips (cu/ft)	\$42.00	\$18,900.00
1.00	Remobilize Schramm 130	\$2,900.00	\$2,900.00
1.00	Slurry and Cuttings Disposal	-\$10,000.00	-\$10,000.00
Thank you!		Sales Tax	\$0.00
		Total	\$83,780.00

Balance due in 10 days. All past due accounts are subject to a late payment fee of 1.5% per month.

A FOURTH GENERATION FAMILY OWNED BUSINESS
Emery Gingerich - Klint Gingerich - Corwin Gingerich
www.gingerichwell.com



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #19 in the amount of \$202,712.95 to Graphite Construction Group, Inc. for construction services on the Ankeny Senior Community Center.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Graphite PA 19

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: June 16, 2022 PAYMENT REQUEST # 19
 PAYMENT PERIOD: From: April 1, 2022 Through: April 15, 2022

Contract Summary

Original Contract Amount:	\$	5,654,000.00	
Net change by Change Orders:	\$	324,093.89	
Contract Amount to Date: (line 1 ± 2)	\$	5,978,093.89	
Total completed and stored to date:	\$	5,953,523.89	
Retainage: 5 % of Completed Work:	\$	94,963.24	
Total Earned less Retainage:	\$	5,858,560.65	
Less previous applications for payment:	\$	5,655,847.70	
SUBTOTAL	\$		202,712.95

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 202,712.95

Balance to finish, including retainage: \$ 119,533.24

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

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

Construction Contractor Approval: Graphite Construction Group, Inc
 Signature: [Signature] Firm Name: Graphite Construction Group, Inc
 Date: 4-20-2022

Engineer / Consultant Approval: Shive-Hattery, Inc.
 Signature: [Signature] Firm Name: Shive-Hattery, Inc.
 Date: May 25 2022 2:24 PM

City of Ankeny Staff Approval:
 Signature: [Signature] Date: 5-26-22

Submit to: Nick Osborne, Assistant to City Manager
 E-mail: n.osborne@ankenyia.gov Phone: 515-965-6476

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: June 6, 2022 **PAYMENT REQUEST #** 18
PAYMENT PERIOD: From: April 1, 2022 Through: April 15, 2022

Contract Summary

Original Contract Amount:	\$	5,654,000.00	
Net change by Change Orders:	\$	324,093.89	
Contract Amount to Date: (line 1 ± 2)	\$	5,978,093.89	
Total completed and stored to date:	\$	5,953,523.89	
Retainage: 5 % of Completed Work:	\$	94,963.24	
Total Earned less Retainage:	\$	5,858,560.65	
Less previous applications for payment:	\$	5,655,847.70	
SUBTOTAL	\$		202,712.95

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 202,712.95

Balance to finish, including retainage: \$ 119,533.24

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

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

Construction Contractor Approval: Graphite Construction Group, Inc
 Signature: [Signature] Date: 4.20.2022

Engineer / Consultant Approval: Shive-Hattery, Inc.
 Signature: [Signature] Date: May 25 2022 2:24 PM

City of Ankeny Staff Approval:
 Signature: [Signature] Date: 5-26-22

Submit to: Nick Osborne, Assistant to City Manager
E-mail: nosborne@ankenyia.gov **Phone:** 515-965-6426

AIA Type Document
Application and Certification for Payment

Page 1 of 13

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

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

APPLICATION NO: 19
PERIOD TO: 4/15/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 5,654,000.00

2. Net Change by Change Orders \$ 324,093.89

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 5,978,093.89

4. TOTAL COMPLETED AND STORED TO DATE \$ 5,953,523.89

5. RETAINAGE:

a. 1.60 % of Completed Work \$ 94,963.24

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 94,963.24

6. TOTAL EARNED LESS RETAINAGE \$ 5,858,560.65
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 5,655,847.70

8. CURRENT PAYMENT DUE \$ 202,712.95

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 119,533.24

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

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

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

By: *[Signature]*

Date: 4/20/22

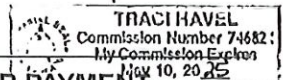
State of: Iowa

County of: Polk

Subscribed and Sworn to before me this 20th Day of April 2022

Notary Public: *Traci Havel*

My Commission Expires: 5.10.2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT:

By: _____

Date: _____

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

Page 2 of 13

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

ARCHITECT'S
PROJECT NO:

CONTRACT DATE:

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

AIA Type Document
Application and Certification for Payment

Page 3 of 13

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

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

APPLICATION NO: 19
PERIOD TO: 4/15/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

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

AIA Type Document
Application and Certification for Payment

Page 4 of 13

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

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

APPLICATION NO: 19
PERIOD TO: 4/15/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

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

AIA Type Document
Application and Certification for Payment

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

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

APPLICATION NO: 19
PERIOD TO: 4/15/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

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

AIA Type Document
Application and Certification for Payment

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

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

APPLICATION NO: 19
PERIOD TO: 4/15/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

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

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

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

APPLICATION NO: 19
PERIOD TO: 4/15/2022

DISTRIBUTION
TO:
— OWNER
— ARCHITECT
— CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

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

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Application and Certification for Payment

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

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

APPLICATION NO: 19
PERIOD TO: 4/15/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

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CONTRACT DATE:

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

AIA Type Document
Application and Certification for Payment

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

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

APPLICATION NO: 19
PERIOD TO: 4/15/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
235215.1	L-Heating Boilers	880.00	880.00	0.00	0.00	880.00	100.00	0.00	0.00
235215.2	M-Heating Boilers	13,800.00	13,800.00	0.00	0.00	13,800.00	100.00	0.00	0.00
237200.1	M-Air to air energy recovery	8,610.00	8,610.00	0.00	0.00	8,610.00	100.00	0.00	0.00
237200.2	L-Air to air energy recovery	960.00	960.00	0.00	0.00	960.00	100.00	0.00	0.00
237416.1	M-Packaged RTU	204,750.00	204,750.00	0.00	0.00	204,750.00	100.00	0.00	0.00
237416.2	L-Packaged RTU	5,400.00	5,400.00	0.00	0.00	5,400.00	100.00	0.00	0.00
238126.1	M-Split system AC	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	0.00
238126.2	L-Split system AC	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00	0.00	0.00
238223.1	M-Convectors and fin tube	18,700.00	18,700.00	0.00	0.00	18,700.00	100.00	0.00	0.00
238223.2	L-Convectors and fin tube	5,810.00	5,810.00	0.00	0.00	5,810.00	100.00	0.00	0.00
238239.1	M-Unit heaters	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00	0.00	0.00
238239.2	L-Unit heaters	220.00	220.00	0.00	0.00	220.00	100.00	0.00	0.00
Electrical									
MISC1	M-Mobilization	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00	0.00	0.00
MISC2	L-Mobilization	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	0.00
260519.1	L-Low voltage cables	31,838.00	31,838.00	0.00	0.00	31,838.00	100.00	0.00	0.00
260519.2	M-Low voltage cables	28,500.00	28,500.00	0.00	0.00	28,500.00	100.00	0.00	0.00
260533.1	L-Conduit and Boxes	40,018.00	40,018.00	0.00	0.00	40,018.00	100.00	0.00	0.00
260533.2	M-Conduit and Boxes	20,250.00	20,250.00	0.00	0.00	20,250.00	100.00	0.00	0.00
260573	L-Power System Study	2,350.00	2,350.00	0.00	0.00	2,350.00	100.00	0.00	0.00
260923.1	M-Lighting control devices	19,855.00	19,855.00	0.00	0.00	19,855.00	100.00	0.00	0.00

AIA Type Document
Application and Certification for Payment

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

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

APPLICATION NO: 19
PERIOD TO: 4/15/2022

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

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

Communications

AIA Type Document
Application and Certification for Payment

Page 11 of 13

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

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

APPLICATION NO: 19
PERIOD TO: 4/15/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

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

AIA Type Document
Application and Certification for Payment

Page 12 of 13

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

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

APPLICATION NO: 19
PERIOD TO: 4/15/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

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

AIA Type Document
Application and Certification for Payment

Page 13 of 13

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

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

APPLICATION NO: 19
PERIOD TO: 4/15/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
CO 9	COR-046, 048-050	25,409.86	25,409.86	0.00	0.00	25,409.86	100.00	0.00	0.00
CO 10	COR-051, 052	6,436.00	6,436.00	0.00	0.00	6,436.00	100.00	0.00	0.00
CO 11	COR-045R,053R,055	3,882.79	3,882.79	0.00	0.00	3,882.79	100.00	0.00	0.00
REPORT TOTALS		\$5,978,093.89	\$5,953,523.89	\$0.00	\$0.00	\$5,953,523.89	99.59	\$24,570.00	\$94,963.24



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$24,295.65 to HR Green, Inc. for engineering services on the NE 36th Street Reconstruction Project, I-35 to NE Four Mile Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #10

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 6, 2022 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: April 2, 2022 Through: April 29, 2022

Contract Summary

Original Contract Amount:	\$	206,500.00	
Net change by Change Orders:	\$	449,000.00	
Contract Amount to Date: (line 1 ± 2)	\$	655,500.00	
Total completed and stored to date:	\$	655,481.94	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	655,481.94	
Less previous applications for payment:	\$	631,186.29	
SUBTOTAL	\$		24,295.65

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 24,295.65

Balance to finish, including retainage: \$ 18.06

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

May 13, 2022

City of Ankeny Staff Approval:

Signature

Date

5/17/2022

Submit to:

Amy Quartell, PE, City Engineer

E-mail:

aquartell@ankenyiowa.gov

Phone:

(515) 965-6448

Fax:

(515) 965-6448



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

▷ HRGREEN.COM

May 10, 2022

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

Progress Report & Attached Invoice
Ankeny, IA - NE 36th Street Reconstruction
HRG Project No. 210360
Contract date: April 5, 2021

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 #	152413
Period covered by invoice	4/2/22 – 4/29/22
Amount this invoice	\$24,295.65
Total billings to date, including this invoice	\$655,481.94
Contract maximum fee	\$655,500.00
% of Contract billed to date	100%

Summary of services during this billing period:

- Prepared permits for Iowa DNR and Polk County
- Responded to contractor questions and request for electronic files during pre-letting period
- Prepared Addendum No. 1 during pre-letting period
- Participated in bid opening
- Coordinated contractor contract and bond documentation
- Updated traffic forecasts and Methods & Assumptions Memorandum

Comments:

- Remaining effort for currently authorized scope of services is limited only to delivering the IOR.

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.

Jason Lastovica, P.E.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

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PREVIOUS PAY APP TOTAL = \$ 631,186.29

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Please update Payment Application Sheet

Contract Time Remaining

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



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

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

May 10, 2022
 Project No: 210360
 Invoice No: 152413
Invoice Total: \$24,295.65

Project 210360 Ankeny, IA - NE 36th Street Reconstruction

Professional Services Through April 29, 2022

Phase 08.00 Land Acquisition Services

Consultants

JCG Land Services, Inc.

4/26/2022	JCG Land Services, Inc.	Acquisition Services	3,509.40	
	Total Consultants		3,509.40	3,509.40

Total this Phase \$3,509.40

Phase 11.00 Bid Phase Services

Professional Personnel

	Hours	Amount	
Senior Professional	31.75	7,143.75	
Professional	6.00	960.00	
Senior Technician	10.00	1,550.00	
Totals	47.75	9,653.75	
Total Labor			9,653.75

Reimbursable Expenses

Other Expenses	280.00	
Total Reimbursables	280.00	280.00

Total this Phase \$9,933.75

Phase 13.00 Interchange Operation Report

Professional Personnel

	Hours	Amount	
Senior Professional	15.50	3,332.50	
Professional	47.00	7,520.00	
Totals	62.50	10,852.50	
Total Labor			10,852.50

Total this Phase \$10,852.50

Billing Limits

	Current	Prior	To-Date
Total Billings	24,295.65	631,186.29	655,481.94
Limit			655,500.00
Remaining			18.06

Total this Invoice \$24,295.65

Project	210360	Ankeny, IA - NE 36th Street Reconstructi	Invoice	152413
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ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$69,475.00 to HR Green, Inc., for engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.

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: Oralabor Gateway Trail-SW State Street Underpass and
SW Oralabor Road & SW State Street Safety Improvements

Contractor: HR Green, Inc.

Address: 5525 Merle Hay Road, Suite 200, Johnston, IA 50131

Finance Budget Code: 50%: 988.3988.4210 **Finance Project #** 50%: 988.4210
50%: 998.3998.4210 50%: 998.4210

Vendor Project or Invoice #: N/A **PO #** N/A

Original Contract Date: February 7, 2022 **Vendor #** 5531

Date of Council Meeting: June 6, 2022 **PAYMENT REQUEST #** 2

PAYMENT PERIOD: From: April 2, 2022 Through: April 29, 2022

Contract Summary

Original Contract Amount:	\$	355,700.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	355,700.00	
Total completed and stored to date:	\$	-	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	-	
Less previous applications for payment:	\$	45,993.75	
SUBTOTAL	\$		69,475.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 69,475.00

Balance to finish, including retainage: \$ 240,231.25

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: HR Green, Inc.
Firm Name

Signature Date

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

Signature Date May 13, 2022

City of Ankeny Staff Approval:
Signature Date 5/23/2022

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 18, 2022	\$ 45,993.75
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 45,993.75

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



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

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

May 10, 2022
Project No: 210345.01
Invoice No: 152410
Invoice Total: \$69,475.00

Project 210345.01 Ankeny, IA - Oralabor Gateway Trail and SW State Street

Professional Services Through April 29, 2022

Phase 01.00 Project Management

Professional Personnel

	Hours	Amount
Principal	.50	150.00
Senior Professional	6.00	1,305.00
Professional	6.00	830.00
Junior Professional	3.25	345.00
Admin Coordinator	2.00	200.00
Totals	17.75	2,830.00
Total Labor		2,830.00

Total this Phase \$2,830.00

Phase 03.00 Utility Coordination

Professional Personnel

	Hours	Amount
Senior Professional	9.50	2,090.00
Totals	9.50	2,090.00
Total Labor		2,090.00

Total this Phase \$2,090.00

Phase 04.00 Pre-Design Concept

Professional Personnel

	Hours	Amount
Senior Professional	1.00	220.00
Totals	1.00	220.00
Total Labor		220.00

Total this Phase \$220.00

Phase 05.00 Preliminary Design

Professional Personnel

	Hours	Amount
Senior Professional	43.50	9,502.50
Professional	266.50	38,037.50
Junior Professional	109.00	12,175.00

Project	210345.01	Ankeny, IA - Oralabor Gateway Trail and	Invoice	152410
Senior Technician		22.00	3,080.00	
Totals		441.00	62,795.00	
Total Labor				62,795.00
		Total this Phase		\$62,795.00

Phase	06.00	Right-of-Way and Easements		
Professional Personnel				
		Hours	Amount	
Senior Professional		7.00	1,540.00	
Totals		7.00	1,540.00	
Total Labor				1,540.00
		Total this Phase		\$1,540.00
Billing Limits		Current	Prior	To-Date
Total Billings		69,475.00	45,993.75	115,468.75
Limit				355,700.00
Remaining				240,231.25
		Total this Invoice		<u>\$69,475.00</u>



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

▷ HRGREEN.COM

May 13, 2022

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

Progress Report & Attached Invoice
Ankeny, IA - Oralabor Gateway Trail and SW State Street
HRG Project No. 210345.01
Contract date: February 7, 2022

Dear Jim:

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

Attached Invoice #	152410
Period covered by invoice	4/2/22 – 4/29/22
Amount this invoice	\$69,475.00
Total billings to date, including this invoice	\$115,468.75
Contract maximum fee	\$355,700.00
% of Contract billed to date	32.46%

Summary of services during this billing period:

- Reviewed existing utility mapping and initiated utility coordination
- Prepared preliminary right-of-way and easement layout and exhibit
- Coordinated final cultural resource evaluation
- Prepared and submitted preliminary design plans on April 19, 2022

Comments:

- None at this time

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

Best regards,

HR GREEN, INC.

Jason Lastovica, P.E.



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of \$2,417.50 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

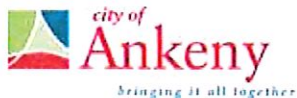
ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #12

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: June 6, 2022
PAYMENT REQUEST # 12
PAYMENT PERIOD: From: April 9, 2022 Through: May 6, 2022

Contract Summary

Original Contract Amount:	\$	129,560.00	
Net change by Change Orders:	\$	178,005.00	
Contract Amount to Date: (line 1 ± 2)	\$	307,565.00	
Total completed and stored to date:	\$	162,932.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	162,932.50	
Less previous applications for payment:	\$	160,515.00	
SUBTOTAL	\$	2,417.50	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,417.50

Balance to finish, including retainage: \$ 144,632.50

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

May 13, 2022

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Becky Ford, PE, CFM - Stormwater and Environmental Manager

E-mail:

BFord@AnkenyIowa.gov

Phone:

(515) 963-3526

Fax:

(515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 160,515.00

Record of Change Orders

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

Contract Time Remaining

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



Engineering | Architecture | Surveying | Planning

Invoice

May 13, 2022
Project No: R200170.01
Invoice No: 132848
Invoice Amount: 2,417.50

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

Project Manager Rob Haaland
Project R200170.01 Ankeny SE 3rd Street Improvements - Phase 1
Professional Services through May 6, 2022

- Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$20,475.00		\$20,475.00	\$20,475.00	0.00
Geotechnical	\$7,000.00		\$7,000.00	\$7,000.00	0.00
Preliminary Design	\$62,090.00		\$62,090.00	\$62,090.00	0.00
Final Design	\$44,840.00		\$44,840.00	\$44,840.00	0.00
Public Information Meeting	\$3,500.00		\$3,500.00	\$3,500.00	0.00
Bidding Phase Services	\$3,540.00		\$3,540.00	\$3,540.00	0.00
Construction Staking	\$30,000.00		\$1,176.25	\$323.75	\$852.50
Construction Administration	\$120,000.00		\$20,311.25	\$18,746.25	\$1,565.00
Total	\$291,445.00		\$162,932.50	\$160,515.00	\$2,417.50
Total Amount Due Upon Receipt :					\$2,417.50

Email invoice to: BFord@Ankenylowa.gov



May 13th, 2022

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

RE: SE 3rd Street Improvements - Phase 1
Progress Report No. 12
JEO Project No. 200170.01

Dear Ms. Ford:

This is the twelfth progress report for the above referenced project and covers work through May 6th, 2022. Work during the specified timeframe includes Contractor coordination, utility coordination, and shop drawing review for Phase 1.

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

Sincerely,

Rob Haaland, P.E., PTOE
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$5,796.25 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: June 6, 2022 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: April 9, 2022 Through: May 6, 2022

Contract Summary

Original Contract Amount:	\$	97,750.00	
Net change by Change Orders:	\$	119,795.00	
Contract Amount to Date: (line 1 ± 2)	\$		217,545.00
Total completed and stored to date:	\$	130,085.38	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		130,085.38
Less previous applications for payment:	\$		124,289.13
SUBTOTAL	\$		5,796.25

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 5,796.25

Balance to finish, including retainage: \$ 87,459.62

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

May 13, 2022

City of Ankeny Staff Approval:

Signature

Date

5/23/2022

Submit to:

Jim Haberichter - Civil Engineer II

E-mail: jhaberichter@AnkenyIowa.gov

Phone: (515) 963-3537

Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

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PREVIOUS PAY APP TOTAL = \$ 124,289.13

Record of Change Orders

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

Contract Time Remaining

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



Engineering | Architecture | Surveying | Planning

Invoice

May 13, 2022

Project No: R201512.00

Invoice No: 132849

Invoice Amount: 5,796.25

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

Project Manager Rob Haaland

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

Professional Services through May 6, 2022

- Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$17,050.00		\$17,050.00	\$17,050.00	0.00
Environmental Services	\$2,000.00		\$1,930.00	\$1,930.00	0.00
Preliminary Design	\$43,610.00		\$43,591.25	\$43,591.25	0.00
Final Design	\$28,950.00		\$28,950.00	\$28,950.00	0.00
Public Information Meeting	\$3,450.00		\$3,443.75	\$3,443.75	0.00
Bidding Phase Services	\$2,690.00		\$2,690.00	\$2,690.00	0.00
Construction Staking	\$7,450.00		0.00	0.00	0.00
Construction Administration	\$14,250.00		\$8,262.50	\$2,466.25	\$5,796.25
Resident Project Representation	\$62,500.00		0.00	0.00	0.00
Monument Preservation	\$1,000.00		0.00	0.00	0.00
Post-Construction Services	\$10,000.00		0.00	0.00	0.00
Amendment No. 1-Acquisition Plats	\$3,500.00		\$3,500.00	\$3,500.00	0.00
Amendment No. 1 - City Letting Design	\$15,095.00		\$15,095.00	\$15,095.00	0.00
Hourly Phase(s)					
Reimbursables-Amendment No. 1-Utility Potholing			\$5,572.88	\$5,572.88	0.00
Total	\$211,545.00		\$130,085.38	\$124,289.13	\$5,796.25
Total Amount Due Upon Receipt :					\$5,796.25

Email invoice to: jhaberichter@ankenyiowa.gov



May 13th, 2022

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

RE: SE Delaware Avenue HMA Widening
Progress Report No. 10
JEO Project No. 201512.00

Dear Mr. Haberichter:

This is the tenth progress report for the above referenced project and covers work through May 6th, 2022. Work during the specified timeframe includes coordination with the construction contractor, utility company, and shop drawing review services.

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

Sincerely,

Rob Haaland, P.E., PTOE
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of \$18,496.57 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Westwinds Storm Sewer Extension Project - SW Westwinds Drive
Contractor: Kirkham Michael and Associates
Address: 4390 114th Street, Urbandale, IA 50322
Finance Budget Code: 685.3685.4210 **Finance Project #** 685.4210
Vendor Project or Invoice #: 92796 **PO #**
Original Contract Date: April 19, 2021 **Vendor #** 908

Date of Council Meeting: June 6, 2022 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: November 27, 2021 Through: May 13, 2022

Contract Summary

Original Contract Amount:	\$ 44,080.00	
Net change by Change Orders:	\$ -	
Contract Amount to Date: (line 1 ± 2)	\$ 44,080.00	
Total completed and stored to date:	\$ 35,232.91	
Retainage: 0 % of Completed Work:	\$ -	
Total Earned less Retainage:	\$ -	
Less previous applications for payment:	\$ 16,736.34	
SUBTOTAL		\$ 18,496.57

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 18,496.57

Balance to finish, including retainage: \$ 8,847.09

Contract Time Remaining (If applicable) - #

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Kirkham Michael & Associates

Firm Name

Signature

Date

May 25, 2022

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Becky Ford, P.E.

E-mail: bford@Ankenylowa.gov

Phone: (515) 963-3526

Fax: (515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 2, 2021	\$ 4,768.86
2	September 20, 2021	\$ 3,132.50
3	October 18, 2021	\$ 2,302.36
4	December 6, 2021	\$ 1,220.00
5	December 20, 2021	\$ 5,312.62
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 16,736.34

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -
#REF!

Contract Time Remaining

Contract Period:	
Original Contract Date:	April 19, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	0.0

May 25, 2022

Becky Ford, P.E.
City of Ankeny
410 West 1st Street
Ankeny, Iowa 50023-1557

Subject: Westwinds Storm Sewer Extension Project – SW Westwinds Drive
KM Project: 2105620

Dear Ms. Ford,

Submitted herewith is invoice 46081, 47273, 50253, 53348, and 55985, for work conducted on this project from November 27, 2021 to May 13, 2022

During this period we have completed the following work:

- Preparation of acquisition plats (Temporary & Permanent Easement)
- Coordination with land acquisition consultant and geotechnical consultant
- Project Meetings (City Staff and Property Owners)
- Project coordination and review of design based on property owner discussions.

Anticipated work to be completed during the next period:

- None anticipated at this time until directed by the City to proceed with preparation of contract documents.

Please contact me if you have questions regarding this submittal or need further information.

Sincerely yours,
KIRKHAM MICHAEL



Greg Cabalka, P.E.
GDC/gdc
encl. Invoice



4390 114th Street
Urbandale, IA 50322

INVOICE

Invoice Number: 46081
Date: January 20, 2022
Project Number: 2105620

City of Ankeny
Attn: Becky Ford
220 W First Street
Ankeny, IA 50023-1557

Ankeny Westwinds Storm Sewer Ext SW West

For Professional Services Rendered Through: January 07, 2022

Maximum Allowable	\$44,080.00
Previously Billed	\$16,736.34
Current Invoice Amount	\$4,155.00
Remaining Contract	\$23,188.66

Professional Services

	Hours	Rate	Amount
Cabalka, Gregory D - Operations Manager	6.00	200.00	\$1,200.00
Fleming, Robert B - Design Technician	4.00	90.00	\$360.00
Lass, Duane E - Senior Project Surveyor	17.00	135.00	\$2,295.00
Marsh, Chad W - Licensed Surveyor	1.50	200.00	\$300.00
	28.50		\$4,155.00

Invoice Total	\$4,155.00
----------------------	-------------------



4390 114th Street
Urbandale, IA 50322

INVOICE

Invoice Number: 47273
Date: February 17, 2022
Project Number: 2105620

City of Ankeny
Attn: Becky Ford
220 W First Street
Ankeny, IA 50023-1557

Ankeny Westwinds Storm Sewer Ext SW West

For Professional Services Rendered Through: February 04, 2022

Maximum Allowable	\$44,080.00
Previously Billed	\$20,891.34
Current Invoice Amount	\$2,090.00
Remaining Contract	\$21,098.66

Professional Services

	Hours	Rate	Amount
Cabalka, Gregory D - Operations Manager	6.00	230.00	\$1,380.00
Lass, Duane E - Senior Project Surveyor	4.00	140.00	\$560.00
Smith, Benjamin S - Associate Engineer	1.00	150.00	\$150.00
	11.00		\$2,090.00

Invoice Total	\$2,090.00
----------------------	-------------------



4390 114th Street
Urbandale, IA 50322

INVOICE

Invoice Number: 50253
Date: March 31, 2022
Project Number: 2105620

City of Ankeny
Attn: Becky Ford
220 W First Street
Ankeny, IA 50023-1557

Ankeny Westwinds Storm Sewer Ext SW West

For Professional Services Rendered Through: March 18, 2022

Maximum Allowable	\$44,080.00
Previously Billed	\$22,981.34
Current Invoice Amount	\$4,300.00
Remaining Contract	\$16,798.66

Professional Services

	Hours	Rate	Amount
Cabalka, Gregory D - Operations Manager	12.00	230.00	\$2,760.00
Fleming, Robert B - Design Technician	2.00	95.00	\$190.00
Greenway, Chad A - Survey Crew Chief	1.00	110.00	\$110.00
Lass, Duane E - Senior Project Surveyor	3.50	140.00	\$490.00
Smith, Benjamin S - Associate Engineer	5.00	150.00	\$750.00
	23.50		\$4,300.00

Invoice Total	\$4,300.00
----------------------	-------------------



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

INVOICE

Invoice Number: 53348
Date: April 27, 2022
Project Number: 2105620

City of Ankeny
Attn: Becky Ford
220 W First Street
Ankeny, IA 50023-1557

Ankeny Westwinds Storm Sewer Ext SW West

For Professional Services Rendered Through: April 15, 2022

Maximum Allowable	\$44,080.00
Previously Billed	\$27,281.34
Current Invoice Amount	\$2,591.82
Remaining Contract	\$14,206.84

Professional Services

	Hours	Rate	Amount
Cabalka, Gregory D - Principal	8.00	230.00	\$1,840.00
Fleming, Robert B - Design Technician	3.00	95.00	\$285.00
Greenway, Chad A - Survey Crew Chief	1.50	110.00	\$165.00
Klinker, Daniel J - Assistant Construction Observer	3.00	95.00	\$285.00
	15.50		\$2,575.00

Reimbursable Expenses

	Qty	Unit Rate	Amount
Company Truck-Fleming, Robert B	29.00	.58	\$16.82
Totals			\$16.82
			\$16.82

Invoice Total **\$2,591.82**



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

INVOICE

Invoice Number: 55985
Date: May 25, 2022
Project Number: 2105620

City of Ankeny
Attn: Becky Ford
220 W First Street
Ankeny, IA 50023-1557

Ankeny Westwinds Storm Sewer Ext SW West

For Professional Services Rendered Through: May 13, 2022

Maximum Allowable	\$44,080.00
Previously Billed	\$29,873.16
Current Invoice Amount	\$5,359.75
Remaining Contract	\$8,847.09

Professional Services

	Hours	Rate	Amount	
Cabalka, Gregory D - Principal	2.00	230.00	\$460.00	
	2.00			\$460.00

Outside Consultants

	Qty	Unit Rate	Amount	
Allender Butzke Engineers Inc	1.00	4,768.50	\$4,768.50	
JCG Land Services Inc	1.00	131.25	\$131.25	
Totals			\$4,899.75	\$4,899.75

Invoice Total	\$5,359.75
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ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #15 in the amount of \$32,040.00 to MSA Professional Services, Inc., for engineering services on the NW 36th Street and NW Weigel Drive Water Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #15

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th Street and NW Weigel Drive Water Main
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 634.3634.4210 **Finance Project #** 634.4210
Vendor Project or Invoice #: **PO #**
Original Contract Date: April 6, 2020 **Vendor #** 6447

Date of Council Meeting: June 6, 2022 **PAYMENT REQUEST #** 15
PAYMENT PERIOD: From: April 17, 2022 Through: May 21, 2022

Contract Summary

Original Contract Amount:	\$	120,010.00	
Net change by Change Orders:	\$	134,950.00	
Contract Amount to Date: (line 1 ± 2)	\$	254,960.00	
Total completed and stored to date:	\$	209,105.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	209,105.00	
Less previous applications for payment:	\$	177,065.00	
SUBTOTAL	\$		32,040.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 32,040.00

Balance to finish, including retainage: \$ 45,855.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: Not Applicable

Firm Name

Signature

Date

Engineer / Consultant Approval:

MSA Professional Services, Inc.

Firm Name

Nichole Sungen

5/26/2022

Signature

Date

City of Ankeny Staff Approval:

Don Clark

5-27-22

Signature

Date

Submit to:

Don Clark, Municipal Utilities Director

E-mail:

DClark@Ankenylowa.gov

Phone:

(515) 963-3529

Fax:

(515) 963-3535

Date Printed: 5/26/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 4, 2020	\$ 4,194.80
2	June 1, 2020	\$ 15,211.20
3	July 6, 2020	\$ 27,315.50
4	August 3, 2020	\$ 16,869.30
5	September 8, 2020	\$ 14,277.20
6	October 5, 2020	\$ 23,843.20
7	November 2, 2020	\$ 14,673.80
8	December 7, 2020	\$ 4,918.10
9	January 4, 2021	\$ 1,172.10
10	February 1, 2021	\$ 1,974.20
11	April 5, 2021	\$ 4,150.60
12	February 7, 2022	\$ 4,440.00
13	April 4, 2022	\$ 16,015.00
14	May 2, 2022	\$ 28,010.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 177,065.00

Record of Change Orders

No.	Date	Amount
1	June 1, 2020	\$ 5,750.00
2	February 15, 2021	\$ 119,700.00
3	March 7, 2022	\$ 9,500.00
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TOTAL \$ 134,950.00

Contract Time Remaining

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

PROJECT UPDATE

CONTACT INFORMATION:

Nichole Sungren

Phone: (515) 964-1920

nsungren@msa-ps.com

DATE:

May 26, 2022

PROJECT NUMBERS:

City of Ankeny:

WTM-20-001

MSA:

09085053



CONSTRUCTION PROJECT 09085053

TASK 1: CONSTRUCTION ADMINISTRATION

Task 1: 65% Complete

MSA has been coordinating with City staff, weekly construction meeting attendance and minute preparation, shop drawing review and other administration items.

TASK 2: CONSTRUCTION STAKING

Task 2: 50% Complete

No more work has been completed.

TASK 3: CONSTRUCTION OBSERVATION

Task 3: 65% Complete

The Contractor is the process of completing test and site restoration.

TASK 4: POST CONSTRUCTION

Task 4: 25% Complete

Work has begun on the post construction phase.

PROJECT UPDATE

TASK 5: PLAN UPDATES

Task 5: 100% Complete

This task has been completed.

TASK 6: BIDDING

Task 6: 100% Complete

This task has been completed.

TASK 7: PRECONSTRUCTION AND SHOP DRAWING REVIEW

Task 7: 100% Complete

This task has been completed.



Remit to:
MSA Professional Services, Inc.
1230 South Boulevard
Baraboo, WI 53913

INVOICE

PAYMENT DUE UPON RECEIPT OF INVOICE.
INTEREST AT THE RATE OF 1.5% PER MONTH
ON UNPAID BALANCE WILL BE ADDED TO
YOUR NEXT STATEMENT.

For questions, contact: (800) 362-4505

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

May 26, 2022
Invoice No: R09085053.0 - 5

Project Manager 00-50-203
Client Liaison Nichole Sungren

AMOUNT DUE THIS INVOICE: \$32,040.00

Project R09085053.0 City of Ankeny IA CRS 36th and Weigel Water Main
Professional Services from April 17, 2022 to May 21, 2022

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Construction Admin	28,400.00	65.00	18,460.00	9,940.00	8,520.00
Construction Staking	12,000.00	50.00	6,000.00	6,000.00	0.00
Construction Observation	73,900.00	65.00	48,035.00	25,865.00	22,170.00
Post Construction	5,400.00	25.00	1,350.00	0.00	1,350.00
Plan Updates	3,700.00	100.00	3,700.00	3,700.00	0.00
Bidding	2,900.00	100.00	2,900.00	2,900.00	0.00
Precon & Shop Drawings	2,900.00	100.00	2,900.00	2,900.00	0.00
Total Fee	129,200.00		83,345.00	51,305.00	32,040.00
Total Fee					32,040.00
AMOUNT DUE THIS INVOICE:					\$32,040.00

For ACH notification, remit to:

ach@msa-ps.com
Account Number: 101065930 Routing Number: 075901590
Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.



1555 SE Delaware Ave
Suite F
Ankeny, IA 50021

P (515) 964-1920
TF (800) 844-4122
F (515) 964-4003

www.msa-ps.com

May 26, 2022

Don Clark, Municipal Utilities Director
City of Ankeny
220 W. 1st Street
Ankeny, Iowa 50023

Re: NW 36th Street and NW Weigel Drive Water Main
Project # 09085053

Dear Mr. Clark:

Please find attached the Engineering Invoice #15 for work completed between April 17, 2022 and May 21, 2022. Please refer to the attached Project Update for a summary of the work completed to date. The Contractor is in the process of completing testing and site restoration for this site.

Please contact me if you have any questions regarding the information in this submittal. We appreciate the opportunity to work with the City of Ankeny and look forward to a successful project.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in blue ink that reads "Nichole Sungren". The signature is fluid and cursive, with the first name "Nichole" and last name "Sungren" clearly legible.

Nichole Sungren, P.E.
Project Manager

nes
Enc.



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$2,790.77 to RDG Planning & Design, Inc., for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.

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: Fourmile Creek and Tributary to Fourmile Creek Restoration
Contractor: RDG Planning & Design, Inc.
Address: 301 Grand Avenue Des Moines IA 50309
Finance Budget Code: 17.3% 694.3694.4210
82.6% 696.6986.4210
Finance Project # 17.3% 694.4210
82.6% 696.4210
Vendor Project or Invoice #: 346 50705
PO # N/A
Original Contract Date: March 7, 2022
Vendor # 3960

Date of Council Meeting: June 6, 2022
PAYMENT REQUEST # 2
PAYMENT PERIOD: From: April 1, 2022 Through: April 30, 2022

Contract Summary

Original Contract Amount:	\$	223,370.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	223,370.00	
Total completed and stored to date:	\$	10,273.80	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	10,273.80	
Less previous applications for payment:	\$	7,483.03	
SUBTOTAL	\$		2,790.77

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,790.77

Balance to finish, including retainage: \$ 213,096.20

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

RDG Planning & Design, Inc.

Firm Name

A. M. Pierce

Signature

May 9, 2022

Date

City of Ankeny Staff Approval:

Becky Ford

Signature

05/23/2022

Date

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

Previous Applications for Payment

No.	Date	Amount
1	March 31, 2022	\$ 7,483.03
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 7,483.03

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #24 in the amount of \$2,347.80 to Shive Hattery for design\development services on the Ankeny Senior Community Center.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Shive PA 24

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Senior Community Center
Contractor: Shive Hattery
Address: PO Box 1599 - Cedar Rapids, Iowa 52106-1599
Finance Budget Code: 905.2905.4210 Finance Project #: 905.421
Vendor Project or Invoice #: 4185992-26 PO #:
Original Contract Date: October 28, 2019 Vendor #: 8471

Date of Council Meeting: June 6, 2022 PAYMENT REQUEST # 24
PAYMENT PERIOD: From: April 23, 2022 Through: May 20, 2022

Contract Summary

Original Contract Amount:	\$	<u>601,000.00</u>	
Net change by Change Orders:	\$	<u>139,700.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>740,700.00</u>	
Total completed and stored to date:	\$	<u>734,502.69</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>734,502.69</u>	
Less previous applications for payment:	\$	<u>732,154.89</u>	
SUBTOTAL	\$		<u>2,347.80</u>

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,347.80

Balance to finish, including retainage: \$ 6,197.31

Contract Time Remaining (If applicable) - Working Days

172,021

Construction Contractor Approval: Shive Hattery
Firm Name
Signature Anne Cameron Date May 26, 2022

Engineer / Consultant Approval:
Firm Name
Signature _____ Date _____

City of Ankeny Staff Approval:
Signature Nick Osborne Date 5-26-22

Submit to: Nick Osborne - Assistant to the City Manager
E-mail: nosborne@ankenyiowa.gov Phone: (515) 965-6426 Fax: (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Pag

No.	Date	Amount
1	November 26, 2019	\$ 11,360.31
2	January 6, 2020	\$ 102,092.10
3	February 4, 2020	\$ 56,760.84
4	March 13, 2020	\$ 156,169.56
5	May 8, 2020	\$ 143,061.64
6	June 19, 2020	\$ 29,757.40
7	September 17, 2020	\$ 8,679.20
8	October 16, 2020	\$ 40,268.17
9	November 13, 2020	\$ 20,723.00
10	January 15, 2021	\$ 8,665.00
11	February 12, 2021	\$ 19,300.00
12	March 12, 2021	\$ 15,362.73
13	April 23, 2021	\$ 4,496.35
14	June 25, 2021	\$ 19,246.07
15	July 30, 2021	\$ 8,269.18
16	September 17, 2021	\$ 19,013.19
17	October 15, 2021	\$ 35,971.80
18	November 12, 2021	\$ 10,077.64
19	December 5, 2021	\$ 3,003.33
20	January 14, 2022	\$ 9,293.28
21	February 11, 2022	\$ 2,275.40
22	March 11, 2022	\$ 3,334.30
23	April 22, 2022	\$ 4,974.40
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 732,154.89

Record of Change Orders

No.	Date	Amount
1	Geothermal Wells	\$ 24,000.00
2	Parking Lot & Storm	\$ 16,400.00
3	Amendment #3	\$ 28,900.00
4	Amendment #4	\$ 19,900.00
5	Amendment #5	\$ 20,000.00
6	Amendment #6	\$ 10,500.00
7	Amendment #7	\$ 5,000.00
8	Amendment #8	\$ 15,000.00
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CHANGE ORDER TOTAL = \$ 139,700.00

Contract Time Remaining

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

May 26, 2022

Invoice No: 4185992 - 26

Nick Osborne
City of Ankeny, IA
220 West First St.
Ankeny, IA 50023

Ankeny - Senior Community Center Design Services

Services provided through May 20, 2022:

Phase	02	Base Contract				
			Total Fee	Percent Complete	Fee Earned	Previous Fee Billing
Schematic Design			113,400.00	100.00	113,400.00	113,400.00
Design Development			113,400.00	100.00	113,400.00	113,400.00
Construction Documents			198,450.00	100.00	198,450.00	198,450.00
Bid			28,350.00	100.00	28,350.00	28,350.00
Construction Administration			113,400.00	100.00	113,400.00	113,400.00
Amend. #1 Geothermal Wells			24,000.00	100.00	24,000.00	24,000.00
Amend. #2 Parking Lot & Storm			14,900.00	100.00	14,900.00	14,900.00
Reimbursables			16,500.00	62.4405	10,302.69	8,186.79
M/E Commissioning			19,000.00	100.00	19,000.00	19,000.00
Amend. #3 BECx Commissioning			28,900.00	100.00	28,900.00	28,900.00
Amend. #4 FF&E Design			19,900.00	100.00	19,900.00	19,900.00
Amend. #5 Parking Lot Replacement			20,000.00	100.00	20,000.00	20,000.00
Amend. #6 Paving Observation			10,500.00	100.00	10,500.00	10,500.00
Amend. #7 Floor Plan Changes			5,000.00	100.00	5,000.00	5,000.00
Amend #8 Add CA Services (Hrly)			15,000.00	100.00	15,000.00	14,768.10
Total Fee			740,700.00		734,502.69	732,154.89
			Total Fee			2,347.80
						Total this Phase
						\$2,347.80
						AMOUNT DUE THIS INVOICE
						\$2,347.80

RLH

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

ACH PAYMENTS NOW ACCEPTED. PLEASE EMAIL AR@SHIVE-HATTERY.COM FOR DETAILS.



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #2 in the amount of \$1,430.35 to Short Elliott Hendrickson Inc., for engineering services on the N Ankeny Blvd Water Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

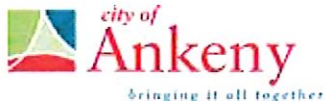
ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: N Ankeny Blvd Water Main
Contractor: Short Elliott Hendrickson Inc.
Address: PO Box 64780, St. Paul, MN 55164-0780
Finance Budget Code: 614.3614.4210 **Finance Project #** 614.4210
Vendor Project or Invoice #: ANKMU 165976 **PO #**
Original Contract Date: February 7, 2022 **Vendor #** 011405

Date of Council Meeting: June 6, 2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: April 1, 2022 Through: April 30, 2022

Contract Summary

Original Contract Amount:	\$	19,700.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	19,700.00	
Total completed and stored to date:	\$	19,651.37	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	19,651.37	
Less previous applications for payment:	\$	18,221.02	
SUBTOTAL	\$		1,430.35

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,430.35

Balance to finish, including retainage: \$ 48.63

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Short Elliott Hendrickson Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Donald Clark, P.E. - Director of Municipal Utilities

E-mail:

dclark@Ankenylowa.gov

Phone:

(515) 963-3529

Fax:

(515) 963-3535

Date Printed: 5/11/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 2, 2022	\$ 18,221.02
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 18,221.02

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
Original Contract Date: February 7, 2022
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -



Invoice

Invoice Number: 425298

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



BILL TO:
Don Clark City of Ankeny Municipal Utilities 1210 NW Prairie Ridge Drive Ankeny IA 50023
REMIT PAYMENT TO:
Short Elliott Hendrickson, Inc. PO Box 64780 Saint Paul, MN 55164-0780

Pay This Amount	\$1,430.35
Due Date	09-JUN-22
Invoice Date	10-MAY-22
Bill Through Date	30-APR-22
Terms	30 NET
SEH Customer Acct #	86294
Customer Project #	
Agreement / PO #	165976
Project Manager	Katie Kinsey kkinsey@sehinc.com
Client Service Manager	Katie Kinsey kkinsey@sehinc.com
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

Project #	Project Name	Project Description
165976	ANKMU N Ankeny Blvd Water Main	N Ankeny Blvd Water Main - NE 41st St to Unity Pt

Notes:

CC:

dclark@ankenyiowa.gov

Task: 3.0 - Bidding Services

Direct	Hours	Amount
Personnel		
Senior Project Engineer	7.50	\$1,430.35
	7.50	\$1,430.35

Task: 3.0 Total: \$1,430.35

Invoice total	\$1,430.35
---------------	------------

Project Billing Summary	Current Amount Due	Previously Invoiced	Cumulative
Totals	\$1,430.35	\$18,221.02	\$19,651.37



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$6,974.75 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting 6/6/2022 PAYMENT REQUEST # 3
PAYMENT PERIOD: From: 04/16/22 through: 05/22/22

Contract Summary

Original Contract Amount:	\$	46,000.00	
Net change by Change Orders: Amd #1			
Contract Amount to Date: (line 1 ± 2)	\$	46,000.00	
Total completed and stored to date:	\$	15,138.79	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	15,138.79	
Less previous applications for payment:	\$	8,164.04	
SUBTOTAL	\$	6,974.75	

CURRENT PAYMENT DUE \$ 6,974.75

Balance to finish, including retainage: \$ 30,861.21

Contract Time Remaining (If applicable) ##

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email: Phone: Fax:



May 24, 2022

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

RE: CHERRY GLEN PARK BALLFIELD DEVELOPMENT
PROGRESS REPORT NO. 3
S&A PROJECT NO. 122.0224.01

Dear Mr. Lenox:

Enclosed is the third invoice for the above referenced project, for work performed through May 22, 2022. Services performed during this period included completing preliminary design and starting the construction documents.

Should you have any questions on this update, please feel free to contact me. We will attend the June 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/crs

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 25, 2022

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

Invoice No: 122.0224.01 - 3

Finance Code 933.2933.4210

Finance Project # 933.4210

Vendor 990

Email

Project 122.0224.01 Cherry Glen Park Ballfield Development

Professional Services through May 22, 2022

Basic Services

Hourly Services

	Hours	Rate	Amount
Landscape Architect V	22.00	152.00	3,344.00
Engineer I	7.50	103.00	772.50
Landscape Architect I	27.75	103.00	2,858.25
Total Services	57.25		6,974.75
			6,974.75
		Phase Subtotal	\$6,974.75

Construction Services

Phase Subtotal 0.00

Billing Limits

	Current	Prior	To-Date
Total Billings	6,974.75	8,164.04	15,138.79
Limit			46,000.00
Remaining			30,861.21

Amount Due this Invoice \$6,974.75

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Clay Schneckloth

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/24/2022	\$ 3,695.29
2	4/20/2020	\$ 4,468.75
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TOTAL \$ 8,164.04

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Record of Change Orders

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TOTAL		\$ -

Contract Time Remaining:

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



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #22 in the amount of \$19,841.08 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.

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 #22

City of Ankeny
Bringing it all together

Date Printed: 5/25/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/26/2020	\$ 9,986.63
2	4/23/2020	\$ 9,165.66
3	5/21/2020	\$ 12,496.11
4	6/25/2020	\$ 9,343.00
5	7/21/2020	\$ 35,972.88
6	8/26/2020	\$ 29,571.50
7	9/24/2020	\$ 23,112.50
8	11/20/2020	\$ 34,894.95
9	12/22/2020	\$ 21,011.25
10	1/21/2021	\$ 32,818.25
11	2/17/2021	\$ 69,642.05
12	7/23/2021	\$ 8,505.22
13	8/25/2021	\$ 12,499.45
14	9/21/2021	\$ 15,589.13
15	10/20/2021	\$ 18,875.84
16	11/23/2021	\$ 18,234.59
17	12/22/2021	\$ 26,047.76
18	1/25/2022	\$ 22,485.13
19	2/24/2022	\$ 13,664.68
20	3/24/2022	\$ 10,160.87
21	4/20/2022	\$ 13,365.11
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TOTAL \$ 447,442.56

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Record of Change Orders

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

Contract Time Remaining:

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 24, 2022

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

Invoice No: 120.0274.01 - 22

Finance Budget Code 938.2938.4210
Finance Project Code 938.4210 Vendor 990

Email

Project 120.0274.01 High Trestle Trail Ext Magazine Rd to Oralabor Rd

Professional Services through May 22, 2022

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

Prelim Services

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

Basic Services

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

Construction Services

	Hours	Rate	Amount
Principal Engineer	.25	220.00	55.00
Principal Landscape Architect	.50	220.00	110.00
Sr. Engineer II	.50	190.00	95.00
Sr. Engineer	23.00	190.00	4,370.00
Project Manager VI	3.00	157.00	471.00
Engineer IV	53.50	136.00	7,276.00
Engineer III	5.75	124.00	713.00
Lead Technician	5.00	133.00	665.00
Technician VII	37.00	109.00	4,033.00
Technician VI	1.75	98.00	171.50
Technician IV	3.00	80.00	240.00
Total Services	133.25		18,199.50
Total Services			18,199.50

Construction Materials Testing (CMT)

5/16/2022	Construction Materials Testing Aggregate Gradation (CMT)	1,414.00
Total Consultants		1,414.00

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

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

Project	120.0274.01	Ank-HighTrestleTriExtMagazineRdtoOralabo	Invoice	22
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Fleet Mileage

227.58

Phase Subtotal

\$19,841.08

	Total	Prior	Current
Billings to Date	169,559.64	149,718.56	19,841.08

Outside SubConsultant Services

Phase Subtotal

0.00

	Total	Prior	Current
Billings to Date	30,820.00	30,820.00	0.00

Billing Limits	Current	Prior	To-Date
Total Billings	19,841.08	447,442.56	467,283.64
Limit			533,420.00
Remaining			66,136.36

Amount Due this Invoice \$19,841.08

	Total	Prior	Current
Billings to Date	467,283.64	447,442.56	19,841.08

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke



May 24, 2022

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

RE: HIGH TRESTLE TRAIL EXTENSION - SE MAGAZINE ROAD to SE ORALABOR
ROAD
PROGRESS REPORT NO. 22
S&A PROJECT NO. 120.0274.01

Dear Mr. Haberichter:

This is the twenty-second progress report for the above referenced project and covers work through May 22, 2022. Work through this period includes structural shop drawing review, construction staking, onsite construction meetings, construction observation, structural column and beam construction observation, setting of pedestrian bridge, preparation of pay application, project management, and outside material testing tasks. Work anticipated in the next month includes continued construction administration, observation, staking, and related construction services tasks.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the June 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #15 in the amount of \$29,637.85 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #15

City of Ankeny
Bringing it all together

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/23/2021	\$ 47,394.98
2	4/22/2021	\$ 14,665.92
3	5/26/2021	\$ 16,258.50
4	6/24/2021	\$ 4,639.50
5	7/22/2021	\$ 6,659.86
6	8/25/2021	\$ 1,525.50
7	9/22/2021	\$ 3,837.50
8	10/21/2021	\$ 15,215.25
9	11/23/2021	\$ 24,875.92
10	12/21/2021	\$ 15,796.50
11	1/26/2022	\$ 16,200.50
12	2/24/2022	\$ 14,679.78
13	3/24/2022	\$ 17,788.50
14	4/20/2022	\$ 12,803.50
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TOTAL \$ 212,341.71

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Record of Change Orders

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

Contract Time Remaining:

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



SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 24, 2022

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

Invoice No: 120.1113.01 - 15

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

Email

Project 120.1113.01 Ankeny HTT Water Main & Drainage Improvements

Professional Services through May 22, 2022

Prelim Services

Billing Limits

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

Billings to Date	Total 95,150.76	Prior 95,150.76	Current 0.00
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Design Services Amendment 1

Hourly Services

	Hours	Rate	Amount
Principal Engineer	.50	220.00	110.00
Sr. Engineer	4.75	190.00	902.50
Engineer VIII	13.50	174.00	2,349.00
Engineer V	20.50	146.00	2,993.00
Technician VIII	48.50	118.00	5,723.00
Total Services	87.75		12,077.50
			12,077.50

Fleet Mileage

5.85

Billing Limits

	Current	Prior	To-Date
Total Billings	12,083.35	51,788.45	63,871.80
Limit			158,200.00
Remaining			94,328.20
Phase Subtotal			\$12,083.35

Billings to Date	Total 63,871.80	Prior 51,788.45	Current 12,083.35
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Design Services Amendment 2 (Division 1)

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

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

Project	120.1113.01	Ank-HTTWaterMain&DrainageImprovements	Invoice	15
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Hourly Services

	Hours	Rate	Amount	
Sr. Engineer	46.75	190.00	8,882.50	
Engineer IV	24.75	136.00	3,366.00	
Right-of-Way Agent II	11.50	124.00	1,426.00	
Lead Technician	11.00	133.00	1,463.00	
Technician VIII	12.50	118.00	1,475.00	
Administrative I	.75	56.00	42.00	
Total Services	107.25		16,654.50	16,654.50

Iowa Title Company-				
4/21/2022	Iowa Title Company-	Report of Title	450.00	
4/21/2022	Iowa Title Company-	Report of Title	450.00	
Total Consultants			900.00	900.00

Billing Limits	Current	Prior	To-Date	
Total Billings	17,554.50	44,610.50	62,165.00	
Limit			164,600.00	
Remaining			102,435.00	
		Phase Subtotal		\$17,554.50

Billings to Date	Total 62,165.00	Prior 44,610.50	Current 17,554.50
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Design Services Amendment 2 (Division 2)

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	20,792.00	20,792.00	
Limit			20,800.00	
Remaining			8.00	
		Phase Subtotal		0.00

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

Amount Due this Invoice \$29,637.85

Billings to Date	Total 241,979.56	Prior 212,341.71	Current 29,637.85
------------------	---------------------	---------------------	----------------------

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



May 24, 2022

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

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 15
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the fifteenth progress report for the above referenced project and covers work through May 22, 2022. Work performed during this period includes tasks associated with the final design of the transmission main and drainage channel improvements, utility coordination, DNR floodplains permitting, and right-of-way acquisition. This invoice of \$29,637.85 represents a completion of about 43% of the \$343,600 Design Services Amendments 1 & 2 to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the June 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/wcf

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #18 in the amount of \$2,233.50 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #18

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: N Ankeny Blvd Landscape Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 913.3913.4210 **Finance Project Code:** 913.4210
Vendor Project or Invoice #: 120.0315.01 **PO #**
Original Contract Date: **Vendor #** 990

Date of Council Meeting 6/6/2022 **PAYMENT REQUEST #** 18
PAYMENT PERIOD: From: 04/16/22 through: 05/22/22

Contract Summary

Original Contract Amount:	\$	173,400.00	
Net change by Change Orders: Amd #1	\$	19,900.00	
Contract Amount to Date: (line 1 ± 2)	\$	193,300.00	
Total completed and stored to date:	\$	116,231.89	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	116,231.89	
Less previous applications for payment:	\$	113,998.39	
SUBTOTAL	\$	2,233.50	

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

CURRENT PAYMENT DUE \$ 2,233.50

Balance to finish, including retainage: \$ 77,068.11

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name _____

Signature _____ Date _____

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature [Signature] Date 5/26/22

City of Ankeny Staff Approval

[Signature]

Signature _____ Date 05/27/22

Submit to: _____

Email: _____ Phone: _____ Fax: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/25/2020	1178.50
2	4/22/2020	\$ 9,430.16
3	5/21/2020	\$ 11,583.63
4	6/24/2020	\$ 8,959.75
5	7/23/2020	\$ 8,516.65
6	8/27/2020	\$ 11,199.75
7	9/24/2020	\$ 25,453.50
8	10/20/2020	\$ 3,516.20
9	11/19/2020	\$ 3,959.50
10	1/21/2021	\$ 1,686.50
11	10/20/2021	\$ 6,718.00
12	11/23/2021	\$ 1,600.25
13	12/21/2021	\$ 4,001.00
14	1/25/2022	\$ 8,141.50
15	2/24/2022	\$ 4,194.00
16	3/23/2022	\$ 1,564.00
17	4/20/2022	\$ 2,295.50
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TOTAL \$ 113,998.39

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Record of Change Orders

#	Date	Amount
1	3/21/2022	\$ 19,900.00
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TOTAL		\$ <u>19,900.00</u>

Contract Time Remaining:

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 26, 2022

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

Invoice No: 120.0315.01 - 18

Finance Budget Code 913.3913.4210
Finance Project Code 913.4210 Vendor 990

Email

Project 120.0315.01 N. Ankeny Blvd. Landscape Improvements

Professional Services through May 22, 2022

Basic Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	112,366.39	112,366.39
Limit			176,400.00
Remaining			64,033.61
Phase Subtotal			0.00

	Total	Prior	Current
Billings to Date	112,366.39	112,366.39	0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer	.25	220.00	55.00
Principal Engineer	.50	209.00	104.50
Engineer IV	15.25	136.00	2,074.00
Total Services	16.00		2,233.50
Total Services			2,233.50

	Total	Prior	Current
Billings to Date	3,865.50	1,632.00	2,233.50
Billing Limits			
	Current	Prior	To-Date
Total Billings	2,233.50	1,632.00	3,865.50
Limit			16,900.00
Remaining			13,034.50
Phase Subtotal			\$2,233.50

Amount Due this Invoice \$2,233.50

	Total	Prior	Current
Billings to Date	116,231.89	113,998.39	2,233.50

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

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

Project	120.0315.01	Ank-NAnkBlvdLndscplmpr	Invoice	18
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Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



May 25, 2022

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

RE: N. ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS
PROGRESS REPORT NO. 18
S&A PROJECT NO. 120.0315.01

Dear Ms. Hart:

This is the eighteenth progress report for the above referenced project and covers work through May 22, 2022. The preconstruction meeting was held on April 18, 2022. This invoice also includes holding a construction meeting on April 20th, reviewing Metro Net's relocation plan, and reviewing submittals from the contractor such as equipment catalog cuts.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the June 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$104,345.95 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting 6/6/2022 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: 04/16/22 through: 05/22/22

Contract Summary

Original Contract Amount:	\$	250,000.00	
Net change by Change Orders: Amd #1	\$	605,490.00	
Contract Amount to Date: (line 1 ± 2)	\$	855,490.00	
Total completed and stored to date:	\$	380,664.36	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	380,664.36	
Less previous applications for payment:	\$	276,318.41	
SUBTOTAL	\$		104,345.95

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

CURRENT PAYMENT DUE \$ 104,345.95

Balance to finish, including retainage: \$ 474,825.64

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email: Phone: Fax:

Date Printed: 5/25/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	\$ 30,784.32
2	9/21/2021	\$ 3,859.36
3	10/20/2021	\$ 13,195.08
4	11/23/2021	\$59,301.65
5	12/21/2021	\$ 30,772.95
6	1/25/2022	\$ 34,225.25
7	2/24/2022	\$ 15,226.25
8	3/23/2022	\$ 39,734.44
9	4/20/2022	\$ 49,219.11
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TOTAL \$ 276,318.41

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Record of Change Orders

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

Contract Time Remaining:

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



May 25, 2022

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

RE: NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET
PROGRESS REPORT NO. 10
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the tenth progress report for the above referenced project and covers work through May 22, 2022. Our work through this period includes coordinating with City staff, utility coordination with franchise utilities within the corridor, preliminary design and plans that include the designs for roadway, storm sewer, water main, sanitary sewer, traffic signals, fiber optics, lighting, box culvert, and tributary 'A' hydraulics. We have also been preparing plats, temporary easement exhibits, right-of-way packets, and property appraisals.

Conceptual plans were submitted to the City on March 10, 2022.
Preliminary plans were submitted to the City on May 17, 2022.
Check plans will be submitted to the City on July 5, 2022

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the June 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 25, 2022

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

Invoice No: 121.0695.01 - 10

Finance Budget Code 979.3979.4210

Finance Project Code 979.4210

Vendor 990

Email

Project 121.0695.01 NE Delaware Ave Recon - NE 5th St to NE 18th St

Professional Services through May 22, 2022

Basic Services

	Hours	Rate	Amount
Principal Engineer	17.75	220.00	3,905.00
Principal Engineer	28.75	209.00	6,008.75
Sr. Engineer	.25	190.00	47.50
Land Surveyor VIII	1.00	174.00	174.00
Engineer VII	79.00	165.00	13,035.00
Engineer V	55.25	146.00	8,066.50
Engineer IV	39.00	136.00	5,304.00
Engineer III	86.00	124.00	10,664.00
Engineer I	50.50	99.00	4,999.50
Technician VII	5.00	109.00	545.00
Technician V	193.50	88.00	17,028.00
Technician IV	37.50	80.00	3,000.00
Technician II	8.50	66.00	561.00
Administrative I	.75	56.00	42.00
Total Services	602.75		73,380.25
Total Services			73,380.25

Fleet Mileage

11.70

Billing Limits

	Current	Prior	To-Date
Total Billings	73,391.95	243,432.87	316,824.82
Limit			733,290.00
Remaining			416,465.18
Phase Subtotal			\$73,391.95

Additional Services

	Hours	Rate	Amount
Land Surveyor VIII	12.50	174.00	2,175.00
Project Manager VII	9.00	165.00	1,485.00
Engineer VII	20.00	165.00	3,300.00

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

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

Project	121.0695.01	Ank-NE Delaware Ave Recon NE 5th St to NE 18th St		Invoice	10
Right-of-Way Agent II		73.50	124.00	9,114.00	
Technician VII		16.00	109.00	1,744.00	
Technician V		3.00	88.00	264.00	
Administrative I		18.25	56.00	1,022.00	
Total Services		152.25		19,104.00	
Total Services					19,104.00
Commercial Appraisers of Iowa, Inc.					
4/25/2022	Commercial Appraisers of Iowa, Inc.	Services		3,500.00	
4/30/2022	Commercial Appraisers of Iowa, Inc.	Appraisal		7,000.00	
Iowa Title Company-					
4/21/2022	Iowa Title Company-	Report of Title		450.00	
4/21/2022	Iowa Title Company-	Report of Title		450.00	
4/21/2022	Iowa Title Company-	Report of Title		450.00	
Total Consultants					11,850.00
Billing Limits					
		Current	Prior	To-Date	
Total Billings		30,954.00	32,885.54	63,839.54	
Limit				122,200.00	
Remaining				58,360.46	
Phase Subtotal					\$30,954.00
Amount Due this Invoice					<u><u>\$104,345.95</u></u>
Billings to Date					
	Total	Prior	Current		
	380,664.36	276,318.41	104,345.95		

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #20 in the amount of \$690.75 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #20

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting 6/6/2022 **PAYMENT REQUEST #** 20
PAYMENT PERIOD: From: 11/19/21 through: 05/22/22

Contract Summary

Original Contract Amount:	\$	105,040.00	
Net change by Change Orders: Amd #1	\$	41,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	146,640.00	
Total completed and stored to date:	\$	126,799.46	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	126,799.46	
Less previous applications for payment:	\$	126,108.71	
SUBTOTAL	\$		690.75

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

CURRENT PAYMENT DUE \$ 690.75

Balance to finish, including retainage: \$ 19,840.54

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	5/21/2020	\$ 4,445.25
2	6/24/2020	\$ 17,630.25
3	7/23/2020	\$ 16,713.65
4	8/27/2020	\$ 21,536.50
5	9/24/2020	\$ 5,964.57
6	10/20/2020	\$ 9,286.07
7	11/20/2020	\$ 13,497.85
8	12/22/2020	\$ 3,412.25
9	1/26/2021	\$ 1,045.50
10	2/17/2021	\$ 3,265.28
11	3/24/2021	\$ 5,263.25
12	4/22/2021	\$ 3,398.67
13	5/26/2021	\$ 3,385.88
14	6/24/2021	\$ 1,867.56
15	7/22/2021	\$ 3,334.78
16	8/25/2021	\$ 5,137.89
17	9/21/2021	\$ 3,189.48
18	10/20/2021	\$ 1,797.47
19	11/23/2021	\$ 1,936.56
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TOTAL \$ 126,108.71

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Record of Change Orders

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

Contract Time Remaining:

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



May 25, 2022

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

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE I
PROGRESS REPORT NO. 20
S&A PROJECT NO. 119.0975.01A

Dear Mr. Grgurich:

This is the twentieth progress report for the above referenced project and covers work through May 22, 2022. Our work through this period includes preparing for and attending a public information meeting. We have also completed the right-of-way acquisitions for the project.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the June 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/jms

Enclosures

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 26, 2022

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

Invoice No: 119.0975.01A - 20

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

Email

Project 119.0975.01A NW Northlawn Area Utility Improvements Phase 1

Professional Services through May 22, 2022

Basic Services

Billing Limits

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

Billings to Date	Total 98,550.00	Prior 98,550.00	Current 0.00
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Additional Services

Billing Limits

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

Billings to Date	Total 6,196.00	Prior 6,196.00	Current 0.00
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Construction Services

	Hours	Rate	Amount
Principal Engineer	.25	203.00	50.75
Engineer VII	4.00	160.00	640.00
Total Services	4.25		690.75
Total Services			690.75

Billing Limits	Current	Prior	To-Date
Total Billings	690.75	21,362.71	22,053.46
Limit			41,600.00
Remaining			19,546.54

Phase Subtotal \$690.75

Billings to Date	Total 22,053.46	Prior 21,362.71	Current 690.75
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REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

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

Project	119.0975.01A	Ank-NWNorthlawnAreaUtilityImprovPhase1	Invoice	20
---------	--------------	--	---------	----

Amount Due this Invoice \$690.75

	Total	Prior	Current
Billings to Date	126,799.46	126,108.71	690.75

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #18 in the amount of \$19,235.94 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #18

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting 6/6/2022 **PAYMENT REQUEST #** 18
PAYMENT PERIOD: From: 04/16/22 through: 05/22/22

Contract Summary

Original Contract Amount:	\$	50,300.00	
Net change by Change Orders: Amd #1/2	\$	566,650.00	
Contract Amount to Date: (line 1 ± 2)	\$	616,950.00	
Total completed and stored to date:	\$	395,928.40	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	395,928.40	
Less previous applications for payment:	\$	376,692.46	
SUBTOTAL	\$	19,235.94	

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

CURRENT PAYMENT DUE \$ 19,235.94

Balance to finish, including retainage: \$ 221,021.60

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name _____

Signature _____ Date _____

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature _____ Date 5/26/22

City of Ankeny Staff Approval

Signature Adam L. Lusk Date 05/26/22

Submit to: _____

Email: _____ Phone: _____ Fax: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/20/2020	\$ 11,507.38
2	12/21/2020	\$ 4,701.25
3	1/20/2021	\$ 17,124.23
4	2/17/2021	\$16,171.20
5	4/21/2021	\$ 31,766.00
6	5/26/2021	\$ 41,264.80
7	6/23/2021	\$ 20,555.50
8	7/22/2021	\$ 12,449.65
9	8/25/2021	\$ 28,090.85
10	9/21/2021	\$ 36,166.25
11	10/20/2021	\$ 40,335.75
12	11/23/2021	\$ 44,528.63
13	12/21/2021	\$ 35,693.78
14	1/25/2022	\$ 9,273.07
15	2/24/2022	\$ 14,364.98
16	3/23/2022	\$ 8,459.69
17	4/20/2022	\$ 4,239.45
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TOTAL \$ 376,692.46

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Record of Change Orders

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

Contract Time Remaining:

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



May 25, 2022

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

RE: NW 36TH ST WIDENING - NW ASH DRIVE TO N ANKENY BLVD
PROGRESS REPORT NO. 18
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

This is the eighteenth progress report for the above referenced project and covers work through May 22, 2022. Our work through this period includes coordination with City staff, franchise utility coordination, preparing revised water main sheets, completion of shop drawing reviews, and construction services.

The Contractor has completed the median work on N. Ankeny Boulevard and has begun widening of NE and NW 36th Street. Their focus will be to complete the storm sewer and water main work first.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the June 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 25, 2022

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

Invoice No: 120.1005.01 - 18

Finance Code 992.3992.4210

Finance Project # 992.4210

Vendor # 990

Email

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

Professional Services through May 22, 2022

Basic Services

Billing Limits

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

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

Additional Services

	Hours	Rate	Amount
Principal Engineer	.25	220.00	55.00
Engineer VII	2.00	165.00	330.00
Engineer III	20.00	124.00	2,480.00
Administrative II	.25	68.00	17.00
Total Services	22.50		2,882.00
Total Services			2,882.00

	Current	Prior	To-Date
Billing Limits			
Total Billings	2,882.00	57,937.66	60,819.66
Limit			62,250.00
Remaining			1,430.34
Phase Subtotal			\$2,882.00

	Total	Prior	Current
Billings to Date	60,819.66	57,937.66	2,882.00

Construction Services

	Hours	Rate	Amount
Principal Engineer	.25	209.00	52.25
Engineer VII	7.00	165.00	1,155.00
Project Manager VI	2.00	157.00	314.00

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

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

Project	120.1005.01	Ank-NW36thStWideningNWAshDrtoNAnkBlvd			Invoice	18
Engineer IV		.50	136.00		68.00	
Engineer III		11.75	124.00		1,457.00	
Technician VII		43.00	109.00		4,687.00	
Technician VI		3.00	98.00		294.00	
Technician V		72.50	88.00		6,380.00	
Technician IV		14.00	80.00		1,120.00	
Technician II		6.25	66.00		412.50	
Total Services		160.25			15,939.75	
Total Services						15,939.75
Employee Mileage					223.48	
Total Expenses						223.48
Fleet Mileage						190.71
Billing Limits		Current	Prior	To-Date		
Total Billings		16,353.94	9,555.14	25,909.08		
Limit				245,500.00		
Remaining				219,590.92		
				Phase Subtotal		\$16,353.94
Billings to Date	Total	Prior	Current			
	25,909.08	9,555.14	16,353.94			
				Amount Due this Invoice		\$19,235.94
Billings to Date	Total	Prior	Current			
	395,928.40	376,692.46	19,235.94			

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #14 in the amount of \$5,248.19 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.

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

Date of Council Meeting 6/6/2022 **PAYMENT REQUEST #** 14
PAYMENT PERIOD: From: 04/16/22 through: 05/22/22

Contract Summary

Original Contract Amount:	\$	74,900.00	
Net change by Change Orders: Amd #1	\$	94,150.00	
Contract Amount to Date: (line 1 ± 2)	\$	169,050.00	
Total completed and stored to date:	\$	115,623.88	
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:	\$	115,623.88	
Less previous applications for payment:	\$	110,375.69	
SUBTOTAL	\$		5,248.19

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

CURRENT PAYMENT DUE \$ 5,248.19

Balance to finish, including retainage: \$ 53,426.12

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/22/2021	\$ 4,968.00
2	5/27/2021	\$ 13,451.93
3	6/24/2021	\$ 18,339.50
4	7/22/2021	\$5,075.79
5	8/25/2021	\$ 8,313.95
6	9/21/2021	\$ 12,353.50
7	10/20/2021	\$ 11,016.00
8	11/23/2021	\$ 7,971.75
9	12/21/2021	\$ 6,841.35
10	1/25/2022	\$ 11,774.55
11	2/24/2022	\$ 4,773.62
12	3/23/2022	\$ 3,109.50
13	4/20/2022	\$ 2,386.25
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TOTAL \$ 110,375.69

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Record of Change Orders

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

Contract Time Remaining:

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 25, 2022

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

Invoice No: 121.0352.01 - 14

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

Email

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

Professional Services through May 22, 2022

Basic Services

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

Additional Services

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

Construction Services

	Hours	Rate	Amount
Principal Engineer	1.50	220.00	330.00
Principal Engineer	1.00	209.00	209.00
Land Surveyor VIII	.25	174.00	43.50
Project Manager VI	4.50	157.00	706.50
Engineer V	7.50	146.00	1,095.00
Engineer IV	4.75	136.00	646.00
Engineer III	2.25	124.00	279.00
Technician VII	1.00	109.00	109.00
Technician VI	4.00	98.00	392.00
Technician V	8.00	88.00	704.00
Technician IV	6.50	80.00	520.00
Administrative II	2.25	68.00	153.00
Total Services	43.50		5,187.00
Total Services			5,187.00
Employee Mileage			5.85
Advertising/Legals			29.84
Postage/Freight/Delivery			19.77
Total Expenses			55.46

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

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

Project	121.0352.01	Ank-NW36thStandNWStateStInterimImprov	Invoice	14
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Fleet Mileage

5.73

Billing Limits	Current	Prior	To-Date
Total Billings	5,248.19	3,730.25	8,978.44
Limit			62,400.00
Remaining			53,421.56
Phase Subtotal			\$5,248.19

Amount Due this Invoice \$5,248.19

	Total	Prior	Current
Billings to Date	115,623.88	110,375.69	5,248.19

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



May 25, 2022

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

RE: NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS
PROGRESS REPORT NO. 14
S&A PROJECT NO. 121.0352.01

Dear Ms. Hart:

This is the fourteenth progress report for the above referenced project and covers work through May 22, 2022. Work in this period includes pre-construction activity including submittal review, utility relocation coordination and staking, and conducting the pre-construction meeting.

Construction work is anticipated to commence between June 6 and June 13.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the June 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of \$1,344.25 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.

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: NW Northlawn Area Utility Improvements- Phase 2
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 33 1/3% to each acct **Finance Project Code:** 33 1/3% to each acct
610.3610.4210; 650.3650.4210; 963.3963.4210 610.4210; 650.4210; 963.4210
Vendor Project or Invoice #: 119.0975.01B **PO #**
Original Contract Date: June 7, 2021 **Vendor #** 990

Date of Council Meeting 6/6/2022 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: 10/15/21 through: 05/22/22

Contract Summary

Original Contract Amount:	\$	<u>54,900.00</u>	
Net change by Change Orders: Amd #1	\$	<u>-</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>54,900.00</u>	
Total completed and stored to date:	\$	<u>31,110.95</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>31,110.95</u>	
Less previous applications for payment:	\$	<u>29,766.70</u>	
SUBTOTAL	\$		<u>1,344.25</u>

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

CURRENT PAYMENT DUE \$ 1,344.25

Balance to finish, including retainage: \$ 23,789.05

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email: _____ Phone: _____ Fax: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	7/22/2021	\$ 6,008.00
2	8/25/2021	\$ 9,378.00
3	9/21/2021	\$ 9,568.84
4	10/20/2021	\$ 4,811.86
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TOTAL \$ 29,766.70

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TOTAL		\$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	June 7, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



May 25, 2022

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

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 2
PROGRESS REPORT NO. 5
S&A PROJECT NO. 119.0975.01B

Dear Mr. Grgurich:

This is the fifth progress report for the above referenced project and covers work through May 22, 2022. Our work through this period includes completing all right-of-way acquisitions for the Phase 2 area of the project. We anticipate to begin final design of Phase 2 in July, 2022.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the June 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/jms

Enclosures

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 25, 2022

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

Invoice No: 119.0975.01B - 5

Finance Budget Code
610.3610.4210/650.3650.4210/963.3963.4210

Finance Project Code 610.4210/650.4210/963.4210

Vendor 990

Email

Project 119.0975.01B NW Northlawn Area Utility Improvements Phase 2

Professional Services through May 22, 2022

Basic Services

	Hours	Rate	Amount	
Right-of-Way Agent VIII	7.50	174.00	1,305.00	
Right-of-Way Agent VI	.25	157.00	39.25	
Total Services	7.75		1,344.25	
Total Services				1,344.25
Phase Subtotal				\$1,344.25

Billing Limits	Current	Prior	To-Date
Total Billings	1,344.25	29,766.70	31,110.95
Limit			54,900.00
Remaining			23,789.05

Amount Due this Invoice \$1,344.25

	Total	Prior	Current
Billings to Date	31,110.95	29,766.70	1,344.25

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman

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

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



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #29 in the amount of \$17,701.29 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #29

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting 6/6/2022 **PAYMENT REQUEST #** 29
PAYMENT PERIOD: From: 04/16/22 through: 05/22/22

Contract Summary

Original Contract Amount:	\$	162,300.00	
Net change by Change Orders: Amd #1&2	\$	592,650.00	
Contract Amount to Date: (line 1 ± 2)	\$		754,950.00
Total completed and stored to date:	\$	565,094.76	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		565,094.76
Less previous applications for payment:	\$		547,393.47
SUBTOTAL			\$ 17,701.29
OTHER CHARGES (Please attach an itemized list)	\$		-
CURRENT PAYMENT DUE			\$ 17,701.29
Balance to finish, including retainage:	\$		189,855.24
Contract Time Remaining (If applicable)		-	

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

Construction Contractor Approval:

Firm Name

Signature _____ Date _____

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature _____ Date 5/26/22

City of Ankeny Staff Approval

Signature Donald Clark _____ Date 5/26/22

Submit to: _____

Email: _____ Phone: _____ Fax: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/25/2019	\$ 52,442.90
2	5/23/2019	\$ 59,143.97
3	6/20/2019	\$ 45,285.34
4	7/25/2019	\$ 4,208.21
5	9/25/2019	\$ 13,086.32
6	10/24/2019	\$ 5,664.23
7	11/21/2019	\$ 11,683.03
8	12/18/2019	\$ 8,381.96
9	1/22/2020	\$ 2,943.09
10	2/20/2020	\$ 5,768.16
11	4/21/2020	\$ 6,321.21
12	5/20/2020	\$ 7,460.59
13	6/24/2020	\$ 21,416.94
14	7/22/2020	\$ 16,201.92
15	8/27/2020	\$ 55,676.87
16	9/23/2020	\$ 27,080.35
17	10/20/2020	\$ 13,634.53
18	11/19/2020	\$ 6,931.80
19	12/22/2000	\$ 6,843.64
20	1/20/2021	\$ 5,145.59
21	2/17/2021	\$ 14,252.32
22	3/24/2021	\$ 58,916.57
23	4/22/2021	\$ 16,490.32
24	5/26/2021	\$ 25,282.78
25	6/24/2021	\$ 10,757.50
26	10/20/2021	\$ 2,838.12
27	3/23/2022	\$ 37,535.92
28	4/20/2022	\$ 5,999.29
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TOTAL \$ 547,393.47

#	Date	Amount
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Record of Change Orders

#	Date	Amount
1	9/16/2019	\$ 187,950.00
2	7/20/2020	\$ 176,050.00
3	3/7/2022	\$ 228,650.00
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19		
20		
TOTAL		\$ 592,650.00

Contract Time Remaining:

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 25, 2022

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

Invoice No: 119.0290.01 - 29

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

Email

Project 119.0290.01 SE Crosswinds Drive-RISE

Professional Services through May 22, 2022

Basic Services

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

	Total	Prior	Current
Billings to Date	156,063.04	156,063.04	0.00

Additional Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	12,342.83	12,342.83
Limit			12,350.00
Remaining			7.17
Phase Subtotal			0.00

	Total	Prior	Current
Billings to Date	12,342.83	12,342.83	0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer	.25	202.00	50.50
Sr. Technician	1.00	116.00	116.00
Technician V	3.00	80.00	240.00
Technician IV	4.00	74.00	296.00
Technician II	2.50	54.00	135.00
Total Services	10.75		837.50
Total Services			837.50

Employee Mileage	8.19
Total Expenses	8.19

Fleet Mileage	18.14
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REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny, IA 50023

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

Project	119.0290.01	Ank-SECrosswindsDr-RISE		Invoice	29
Billing Limits		Current	Prior	To-Date	
Total Billings		863.83	159,736.30	160,600.13	
Limit				181,800.00	
Remaining				21,199.87	
Phase Subtotal					\$863.83
Billings to Date		Total 160,600.13	Prior 159,736.30	Current 863.83	
P&S					
Billings to Date		Total 35.60	Prior 35.60	Current 0.00	
Phase Subtotal					0.00
Phase 2 Basic Services					
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	196,240.97	196,240.97	
Limit				196,250.00	
Remaining				9.03	
Phase Subtotal					0.00
Billings to Date		Total 196,240.97	Prior 196,240.97	Current 0.00	
Phase 2 Addtl Services					
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	9,655.26	9,655.26	
Limit				11,250.00	
Remaining				1,594.74	
Phase Subtotal					0.00
Billings to Date		Total 9,655.26	Prior 9,655.26	Current 0.00	
Phase 2 Construction Services					
		Hours	Rate	Amount	
Principal Engineer		14.50	209.00	3,030.50	
Project Manager VI		5.00	157.00	785.00	
Engineer V		13.75	146.00	2,007.50	
Engineer I		12.75	99.00	1,262.25	
Lead Technician		3.50	133.00	465.50	
Technician VII		50.00	109.00	5,450.00	
Technician VI		10.00	98.00	980.00	
Technician IV		22.00	80.00	1,760.00	
Technician II		2.50	66.00	165.00	
Total Services		134.00		15,905.75	
Total Services					15,905.75
Terracon Consultants, Inc.					
4/30/2022	Terracon Consultants, Inc.	Services 04/17/2022 - 04/30/2022		718.76	
Total Consultants					718.76

Project	119.0290.01	Ank-SECrosswindsDr-RISE	Invoice	29
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Fleet Mileage

212.95

Billing Limits

Current

Prior

To-Date

Total Billings

16,837.46

13,319.47

30,156.93

Limit

197,200.00

Remaining

167,043.07

Phase Subtotal

\$16,837.46

Billings to Date

Total
30,156.93

Prior
13,319.47

Current
16,837.46

Amount Due this Invoice

\$17,701.29

Billings to Date

Total
565,094.76

Prior
547,393.47

Current
17,701.29

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Laura Lamberty



May 25, 2022

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

RE: SE CROSSWINDS DRIVE - RISE
PROGRESS REPORT NO. 29
S&A PROJECT NO. 119.0290.01

Dear Mr. Clark:

This is the twenty-ninth progress report for the above referenced project and covers work through May 22, 2022. Work invoiced through this period includes construction administration, observation, and staking. Construction has commenced on the project with earthwork and utility installations.

The project construction engineering services costs included on this invoice of \$17,701.29, are 80% eligible /20% ineligible for RISE reimbursement at a rate of 50%. A total of \$7,080.52 would be funded through the RISE Grant.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the June 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #11 in the amount of \$33,853.25 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: June 6, 2022 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: April 17, 2022 Through: May 21, 2022

Contract Summary

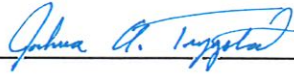
Original Contract Amount:	\$	4,526,677.00	
Net change by Change Orders:	\$	(59,564.25)	
Contract Amount to Date: (line 1 ± 2)	\$	4,467,112.75	
Total completed and stored to date:	\$	3,273,456.00	
Retainage: 5 % of Completed Work:	\$	163,672.80	
Total Earned less Retainage:	\$	3,109,783.20	
Less previous applications for payment:	\$	3,075,929.95	
SUBTOTAL	\$		33,853.25
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		33,853.25

Balance to finish, including retainage: \$ 1,357,329.55

Contract Time Remaining (If applicable) (8) Working Days

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

Construction Contractor Approval: Sternquist Construction
Firm Name
Signature:  Date: 5-25-22

Engineer / Consultant Approval: Civil Design Advantage
Firm Name
Signature:  Date: 5/26/2022

City of Ankeny Staff Approval:
Signature:  Date: 5/26/2022

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL														
ITEM NO.	DESCRIPTION (include Change Order # if Applicable)	UNITS	ORIGINAL 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	CLEANING AND GRUBBING	LS	1.00		1.00	\$ 5,200.00	\$ 5,200.00		\$ -	1.00	1.00	\$ 5,200.00	0.00	100.00%
2.02	LOCATING/REPAIR TILE LINES	STA	28.00		28.00	\$ 500.00	\$ 14,000.00		\$ -		0.00	\$ -	28.00	0.00%
2.03	TOPSOIL, ON-SITE	CY	11,500.00		11,500.00	\$ 5.00	\$ 57,500.00		\$ -	9,000.00	9,000.00	\$ 45,000.00	2,500.00	78.28%
2.04	EXCAVATION, CLASS 10 (ON-SITE)	CY	11,800.00		11,800.00	\$ 2.50	\$ 29,500.00	250.00	\$ 625.00	11,460.00	11,460.00	\$ 28,650.00	340.00	97.12%
2.05	BELOW GRADE EXCAVATION (CORE CUT)	CY	100.00		100.00	\$ 10.00	\$ 1,000.00		\$ -	26.00	26.00	\$ 260.00	74.00	26.00%
2.06	SUBGRADE PREPARATION, 12 IN. DEPTH	SY	21,162.00		21,162.00	\$ 3.00	\$ 63,486.00	1,909.00	\$ 5,727.00	18,000.00	19,809.00	\$ 59,227.00	1,253.00	94.08%
2.07	SUBBASE, MODIFIED	SY	19,909.00		19,909.00	\$ 10.00	\$ 199,090.00		\$ -	9101.00	9,101.00	\$ 91,010.00	10,808.00	45.71%
2.08	COMPACTION TESTING	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00	0.40	\$ 1,600.00	0.40	0.80	\$ 3,200.00	0.20	80.00%
FRENCH EXCAVATION AND BACKFILL														
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$ 20,000.00	\$ 20,000.00	0.10	\$ 2,000.00	0.80	0.90	\$ 18,000.00	0.10	90.00%
3.02	SETTLEMENT PLATES	EA	12.00		12.00	\$ 4,805.00	\$ 57,660.00	0.60	\$ 2,883.00	11.40	12.00	\$ 57,660.00	0.00	100.00%
SEWERS AND DRAINS														
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	138.00		138.00	\$ 144.00	\$ 19,872.00		\$ -	138.00	138.00	\$ 19,872.00	0.00	100.00%
4.02	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 15 IN. DIA.	LF	1,743.00		1,743.00	\$ 160.00	\$ 278,880.00		\$ -	1,795.00	1,795.00	\$ 287,360.00	(54.00)	103.04%
4.03	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 8 IN. DIA.	LF	268.00		268.00	\$ 181.75	\$ 48,709.00		\$ -	224.00	224.00	\$ 40,712.00	44.00	83.58%
4.04	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 18 IN. DIA.	LF	2,260.00	(1,123.00)	1,137.00	\$ 255.25	\$ 301,589.25		\$ -	1,137.00	1,137.00	\$ 301,589.25	0.00	100.00%
4.05	SANITARY SEWER SERVICE, DIP, 6" DIA.	LF	40.00		40.00	\$ 110.75	\$ 4,430.00		\$ -	40.00	40.00	\$ 4,430.00	0.00	100.00%
4.06	SANITARY SEWER CLEANOUT	EA	8.00		8.00	\$ 4,200.00	\$ 33,600.00		\$ -	6.40	6.40	\$ 26,880.00	1.60	80.00%
4.07	STORM SEWER, TRENCHED, HDPE, 6 IN. DIA.	LF	55.00	(55.00)	0.00	\$ 42.00	\$ -		\$ 0.00%		0.00	\$ -	0.00	0.00%
4.08	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	1,355.00		1,355.00	\$ 61.00	\$ 81,435.00		\$ -	1,330.00	1,330.00	\$ 81,130.00	5.00	99.63%
4.09	STORM SEWER, TRENCHED, RCP, 18 IN. DIA.	LF	37.00		37.00	\$ 68.50	\$ 2,534.50		\$ -	37.00	37.00	\$ 2,534.50	0.00	100.00%
4.10	STORM SEWER, TRENCHED, RCP, 24 IN. DIA.	LF	580.00		580.00	\$ 64.00	\$ 48,720.00		\$ -	580.00	580.00	\$ 48,720.00	0.00	100.00%
4.11	STORM SEWER, TRENCHED, RCP, 30 IN. DIA.	LF	1,664.00		1,664.00	\$ 110.25	\$ 183,456.00		\$ -	1,664.00	1,664.00	\$ 183,456.00	0.00	100.00%
4.12	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	810.00		810.00	\$ 136.50	\$ 110,565.00		\$ -	810.00	810.00	\$ 110,565.00	0.00	100.00%
4.13	STORM SEWER, TRENCHED, RCP, 42 IN. DIA.	LF	43.00		43.00	\$ 200.00	\$ 8,600.00		\$ -	43.00	43.00	\$ 8,600.00	0.00	100.00%
4.14	REMOVAL OF STORM SEWER, RCP, 36 IN. DIA. OR LESS	LF	122.00		122.00	\$ 27.25	\$ 3,324.50		\$ -	122.00	122.00	\$ 3,324.50	0.00	100.00%
4.15	REMOVAL OF STORM SEWER, RCP, 42 IN. DIA.	LF	57.00		57.00	\$ 36.00	\$ 2,052.00		\$ -	57.00	57.00	\$ 2,052.00	0.00	100.00%
4.16	PIPE APRON, RCP, 15 IN. DIA.	EA	2.00		2.00	\$ 1,155.00	\$ 2,310.00		\$ -	2.00	2.00	\$ 2,310.00	0.00	100.00%
4.17	PIPE APRON, RCP, 30 IN. DIA.	EA	3.00		3.00	\$ 1,365.00	\$ 4,095.00		\$ -	3.00	3.00	\$ 4,095.00	0.00	100.00%
4.18	PIPE APRON, RCP, 42 IN. DIA.	EA	1.00		1.00	\$ 2,625.00	\$ 2,625.00		\$ -	1.00	1.00	\$ 2,625.00	0.00	100.00%
4.19	FOOTING FOR CONCRETE APRON, RCP, 15 IN. DIA.	EA	2.00		2.00	\$ 60.00	\$ 1,208.00		\$ -	2.00	2.00	\$ 1,208.00	0.00	100.00%
4.20	FOOTING FOR CONCRETE APRON, RCP, 24 IN. DIA.	EA	3.00		3.00	\$ 662.00	\$ 1,986.00		\$ -	3.00	3.00	\$ 1,986.00	0.00	100.00%
4.21	FOOTING FOR CONCRETE APRON, RCP, 42 IN. DIA.	EA	1.00		1.00	\$ 977.00	\$ 977.00		\$ -	1.00	1.00	\$ 977.00	0.00	100.00%
4.22	PIPE APRON GUARD	EA	6.00		6.00	\$ 1,155.00	\$ 6,930.00		\$ -		0.00	\$ -	6.00	0.00%
4.23	SUBDRAIN, CORRUGATED PVC, 8 IN. DIA.	LF	7,351.00	0.00	7,351.00	\$ 21.00	\$ 154,371.00		\$ -	3,228.00	3,228.00	\$ 67,788.00	4,123.00	43.91%
4.24	SUBDRAIN CLEANOUT, TYPE B, 24 IN. DIA.	EA	3.00		3.00	\$ 1,470.00	\$ 4,410.00		\$ -		0.00	\$ -	3.00	0.00%
4.25	SUBDRAIN OUTLETS AND CONNECTIONS, RCP/INTK/MAH, 8 IN. DIA.	EA	77.00		77.00	\$ 252.00	\$ 19,404.00	37.00	\$ 9,324.00		37.00	\$ 9,324.00	40.00	48.05%
WATER MAINS AND APPURTENANCES														
5.01	WATER MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	375.00		375.00	\$ 47.50	\$ 17,812.50	18.00	\$ 855.00	357.00	375.00	\$ 17,812.50	0.00	100.00%
5.02	WATER MAIN, TRENCHED, PVC, 10 IN. DIA.	LF	121.00		121.00	\$ 63.00	\$ 7,623.00		\$ -	121.00	121.00	\$ 7,623.00	0.00	100.00%
5.03	WATER MAIN, TRENCHED, PVC, 12 IN. DIA.	LF	3,845.00		3,845.00	\$ 47.25	\$ 181,676.25		\$ -	3845.00	3,845.00	\$ 181,676.25	0.00	100.00%
5.04	WATER SERVICE STOP, POLYETHYLENE, 1 IN.	EA	1.00		1.00	\$ 1,732.50	\$ 1,732.50		\$ -	1.00	1.00	\$ 1,732.50	0.00	100.00%
5.05	VALVE, GATE, 8 IN. DIA.	EA	5.00		5.00	\$ 1,890.00	\$ 9,450.00		\$ -	5.00	5.00	\$ 9,450.00	0.00	100.00%
5.06	VALVE, GATE, 10 IN. DIA.	EA	2.00		2.00	\$ 2,467.50	\$ 4,935.00		\$ -	2.00	2.00	\$ 4,935.00	0.00	100.00%
5.07	VALVE, GATE, 12 IN. DIA.	EA	7.00		7.00	\$ 2,940.00	\$ 20,580.00		\$ -	7.00	7.00	\$ 20,580.00	0.00	100.00%
5.08	FIRE HYDRANT ASSEMBLY	EA	11.00		11.00	\$ 5,555.00	\$ 61,215.00		\$ -	11.00	11.00	\$ 61,215.00	0.00	100.00%
5.09	FLUSHING DEVICE (BLOWOFF FIRE HYDRANT)	EA	6.00		6.00	\$ 4,725.00	\$ 28,350.00		\$ -	6.00	6.00	\$ 28,350.00	0.00	100.00%
5.10	RELLOCATE TEMPORARY FIRE HYDRANT	EA	2.00		2.00	\$ 1,942.50	\$ 3,885.00		\$ -	2.00	2.00	\$ 3,885.00	0.00	100.00%
5.11	VALVE BOX, ADJUSTMENT	EA	5.00		5.00	\$ 210.00	\$ 1,050.00		\$ -	2.00	2.00	\$ 420.00	3.00	40.00%
5.12	WATER MAIN, REMOVAL	LF	70.00		70.00	\$ 23.00	\$ 1,610.00	27.00	\$ 621.00	43.00	70.00	\$ 1,610.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	MANHOLE, TYPE SW-301, 48 IN. DIA. (SANITARY SEWER)	EA	14.00		14.00	\$ 14,700.00	\$ 205,800.00		\$ -	13.20	13.20	\$ 194,040.00	0.80	94.29%
6.02	MANHOLE, TYPE SW-401, 60 IN. DIA. (STORM SEWER)	EA	1.00		1.00	\$ 6,615.00	\$ 6,615.00		\$ -	0.90	0.90	\$ 5,953.50	0.10	90.00%
6.03	INTAKE, TYPE SW-501, SINGLE GRATE INTAKE	EA	4.00		4.00	\$ 2,885.00	\$ 11,340.00		\$ -	3.70	3.70	\$ 10,489.50	0.30	92.50%
6.04	INTAKE, TYPE SW-501, CIRCULAR SINGLE GRATE INTAKE, 40 IN. DIA.	EA	2.00		2.00	\$ 7,980.00	\$ 15,960.00		\$ -	1.90	1.90	\$ 15,162.00	0.10	95.00%
6.05	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE	EA	18.00		18.00	\$ 4,515.00	\$ 81,270.00		\$ -	16.90	16.90	\$ 76,303.50	1.10	93.88%
6.06	INTAKE, TYPE SW-502, DOUBLE GRATE INTAKE	EA	8.00		8.00	\$ 8,190.00	\$ 65,520.00		\$ -	7.20	7.20	\$ 58,968.00	0.80	90.00%
6.06	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE WITH MANHOLE	EA	8.00		8.00	\$ 12,757.50	\$ 102,060.00		\$ -	7.90	7.90	\$ 100,784.25	0.10	98.75%
6.07	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE WITH MANHOLE (MOD.)	EA	2.00		2.00	\$ 3,045.00	\$ 6,090.00		\$ -	1.00	1.00	\$ 3,045.00	1.00	50.00%
6.08	INTAKE, TYPE SW-512, CIRCULAR AREA INTAKE WITH MANHOLE (MOD.)	EA	6.00		6.00	\$ 6,510.00	\$ 39,060.00		\$ -	5.00	5.00	\$ 32,550.00	1.00	83.33%
6.09	EXTERNAL DROP CONNECTION	EA	1.00		1.00	\$ 997.50	\$ 997.50		\$ -	1.00	1.00	\$ 997.50	0.00	100.00%
6.10	INTAKE ADJUSTMENT, MINOR	EA	2.00		2.00	\$ 682.50	\$ 1,365.00		\$ -	2.00	2.00	\$ 1,365.00	0.00	100.00%
6.11	REMOVE INTAKE, STORM	EA	1.00		1.00	\$ 630.00	\$ 630.00		\$ -		0.00	\$ -	1.00	0.00%
6.12	STANDPIPE	EA	1.00		1.00	\$ 735.00	\$ 735.00		\$ -		1.00	\$ 735.00	0.00	100.00%
6.13	REMOVE STANDPIPE	EA	1.00		1.00	\$ 735.00	\$ 735.00		\$ -		1.00	\$ 735.00	0.00	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

STREETS AND RELATED WORK													
7.01	PAVEMENT, RCC, 9 IN., CLASS C-SUD MIX	SY	17,382.00		17,382.00	\$	51.25	\$	890,827.50		\$	-	
7.02	PAVEMENT, RCC, 8 IN., CLASS C-SUD MIX	SY	345.00		345.00	\$	64.00	\$	22,080.00		\$	-	
7.03	PAVEMENT, RCC, 7 IN., CLASS C-SUD MIX	SY	867.00		867.00	\$	53.00	\$	45,951.00		\$	-	
7.04	RCC PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	\$	7,500.00	\$	7,500.00		\$	-	
7.05	REMOVAL OF SIDEWALK	SY	72.00		72.00	\$	25.00	\$	1,800.00		\$	-	
7.06	SIDEWALK, RCC, 4 IN.	SY	17.00		17.00	\$	94.50	\$	1,606.50		\$	-	
7.07	SIDEWALK, RCC, 5 IN.	SY	3,223.00		3,223.00	\$	36.25	\$	116,833.75		\$	-	
7.08	SIDEWALK, RCC, 6 IN.	SY	214.00		214.00	\$	100.00	\$	21,400.00		\$	-	
7.09	DETECTABLE WARNING	SY	242.00		242.00	\$	56.00	\$	13,512.00		\$	-	
7.10	DRIVEWAY, RCC, 6 IN.	SY	154.00		154.00	\$	96.00	\$	14,784.00		\$	-	
7.11	DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	50.00		50.00	\$	60.00	\$	3,000.00		\$	-	
7.12	TEMPORARY DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	84.00		84.00	\$	50.00	\$	4,200.00		\$	-	
7.13	PAVEMENT REMOVAL	SY	575.00		575.00	\$	20.00	\$	11,500.00		\$	-	
TRAFFIC CONTROL													
8.01	PAINTED PAVEMENT MARKINGS, WATERBORNE	STA	5.00		5.00	\$	210.00	\$	1,050.00		\$	-	
8.02	PAINTED PAVEMENT MARKINGS, DURABLE	STA	117.10		117.10	\$	65.00	\$	7,611.50		\$	-	
8.03	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	30.00		30.00	\$	130.00	\$	3,900.00		\$	-	
8.04	GROOVES CUT FOR PAVEMENT MARKINGS	STA	117.10		117.10	\$	35.00	\$	4,098.50		\$	-	
8.05	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	30.00		30.00	\$	105.00	\$	3,150.00		\$	-	
8.06	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$	6,500.00	\$	6,500.00		\$	-	
8.07	PORTABLE DYNAMIC MESSAGE BOARD (PDMs)	DAYS	7.00		7.00	\$	135.00	\$	945.00		\$	-	
8.08	TRAFFIC SIGNAGE	LS	1.00		1.00	\$	19,500.00	\$	19,500.00		\$	-	
8.09	TRAFFIC SIGN RELOCATION	EA	8.00		8.00	\$	156.00	\$	1,248.00		\$	-	
8.10	TRAFFIC SIGN REMOVAL	EA	2.00		2.00	\$	105.00	\$	210.00		\$	-	
8.11	FIBER OPTIC CONDUIT (BLUB - CITY (FURNISH & INSTALL)	LF	3,855.00		3,855.00	\$	6.50	\$	25,057.50		\$	-	
8.12	FIBER OPTIC CONDUIT (ORANGE) - SCHOOL (FURNISH & INSTALL)	LF	3,670.00		3,670.00	\$	6.50	\$	23,855.00		\$	-	
8.13	FIBER OPTIC HANDHOLES - TYPE III - CITY (FURNISH & INSTALL)	EA	3.00		3.00	\$	1,300.00	\$	3,900.00		\$	-	
8.14	FIBER OPTIC HANDHOLES - TYPE III - SCHOOL (FURNISH & INSTALL)	EA	3.00		3.00	\$	1,300.00	\$	3,900.00		\$	-	
8.15	FIBER OPTIC HANDHOLES - TYPE IV - CITY (FURNISH & INSTALL)	EA	2.00		2.00	\$	1,510.00	\$	3,020.00		\$	-	
8.16	FIBER OPTIC HANDHOLES - TYPE IV - SCHOOL (FURNISH & INSTALL)	EA	2.00		2.00	\$	1,510.00	\$	3,020.00		\$	-	
SITE WORK AND LANDSCAPING													
9.01	CONVENTIONAL, SEEDING, SEEDING, FERTILIZING, TYPE I	AC	11.40		11.40	\$	1,260.00	\$	14,364.00		\$	-	
9.02	CONVENTIONAL, SEEDING, SEEDING, FERT., TYPE 4 (TEMP SEEDING)	AC	16.16		16.16	\$	100.00	\$	1,616.00		\$	-	
9.03	HYDRAULIC MULCHING (BPM)	AC	16.16		16.16	\$	2,000.00	\$	32,320.00		\$	-	
9.04	FILTER SOCKS, 12 IN.	LF	825.00		825.00	\$	2.50	\$	2,062.50		\$	-	
9.05	FILTER SOCKS, 12 IN.	LF	825.00		825.00	\$	0.50	\$	412.50		\$	-	
9.06	RIP RAP, CLASS E	TONS	48.00		48.00	\$	76.50	\$	3,672.00		\$	-	
9.07	SILT FENCE	LF	9,285.00		9,285.00	\$	1.50	\$	13,927.50		\$	-	
9.08	SILT FENCE, REMOVAL OF DEVICE	EA	27.56		27.56	\$	500.00	\$	13,780.00		\$	-	
9.09	STABILIZED CONSTRUCTION ENTRANCE	TONS	585.00		585.00	\$	40.00	\$	23,400.00		\$	-	
9.10	EROSION CONTROL, MULCHING, STRAW	EA	41.00		41.00	\$	685.00	\$	28,085.00		\$	-	
9.11	INLET PROTECTION DEVICE, ROCK	EA	80.00		80.00	\$	132.00	\$	10,560.00		\$	-	
9.12	INLET PROTECTION DEVICE, DROP-IN	EA	80.00		80.00	\$	30.00	\$	2,400.00		\$	-	
MISCELLANEOUS													
11.01	MOBILIZATION	LS	1.00		1.00	\$	140,000.00	\$	140,000.00		\$	-	
11.02	MAINTENANCE OF POSTAL SERVICE	LS	1.00		1.00	\$	3,000.00	\$	3,000.00		\$	-	
11.03	CONCRETE WASHOUT	EA	2.00		2.00	\$	7,500.00	\$	15,000.00		\$	-	
CHANGE ORDER ITEMS													
12.01	SAINTMARY SEWER GRAVITY MAIN, TRENCHED, PVC (A-2000), 18 IN., DIA.	EA	1,123.00		1,123.00	\$	195.00	\$	218,985.00		\$	-	
12.02	LOWER EXISTING NW WEIGEL DRIVE WATER MAIN	LS	1.00		1.00	\$	3,811.50	\$	3,811.50		\$	-	
12.03	WEED CONTROL, WITH GRADING AND MOWING	LS	1.00		1.00	\$	875.00	\$	875.00		\$	-	
12.04	MANHOLE, TYPE SW-401, 48 IN. DIA. (STORM SEWER)	EA	1.00		1.00	\$	4,950.00	\$	4,950.00		\$	-	
12.05	RUBBERLIN, CORRUGATED PVC, 6 IN., DIA.	LF	600.00		600.00	\$	20.00	\$	12,000.00		\$	-	
12.06		LF	0.00		0.00	\$	-	\$	-		\$	-	

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$4,467,112.75 PAY PERIOD = \$ 35,635.00

COMPLETED = \$3,273,456.00

73.28%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 3,075,929.95

Record of Change Orders

No.	Date	Amount
1	April 19, 2021	\$ (78,890.75)
2	June 7, 2021	\$ 3,811.50
3	November 1, 2021	\$ 875.00
4	January 3, 2022	\$ 15,240.00
5	June 6, 2022	\$ (600.00)
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CHANGE ORDER TOTAL = \$ (59,564.25)

Contract Time Remaining

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

Substantial Completion

Contract Working Days:	190.0
Added by Change Order:	3.0
Total Working Days:	193.0
Working Days Used to Date:	200.5
Working Days Remaining:	<u>(7.5)</u>

Full Completion

Contract Working Days:	12.0
Added by Change Order:	
Total Working Days:	12.0
Working Days Used to Date:	
Working Days Remaining:	<u>12.0</u>



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the June 6, 2022 Accounts Payable. (Finance Committee: T. Shafer, Chp, B. Bentz, J. Perry)

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 6, 2022

Fund		PAYMENTS
100	General Fund	\$ 498,860.12
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	178,656.84
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	264,817.07
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	-
300	Debt Service Fund	35,676,821.86
430	Library Foundation Fund	-
440	Park Dedication Trust Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club	-
448	Miracle Park Fund	-
449	Dog Park Trust Fund	-
484	Civic Trust Fund	-
491	Ankeny Foundation Fund	-
500	Solid Waste Fund	-
510	Water Fund	99,729.57
520	Water Improvement Fund	-
530	Water Sinking Fund	4,965,841.63
550	Sewer Fund	21,357.10
560	Sewer Improvement Fund	7,903.04
570	Sewer Sinking Fund	-
580	Stormwater Fund	-
590	Golf Course Fund	34,316.17
600-699	Enterprise Project Funds	576,937.10
710	Revolving Fund	61,493.81
720	Risk Management Fund	19,358.35
730	Health Insurance Fund	52.47
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	-
896-998	Capital Projects Funds	1,045,636.52
Sub Total		\$ 43,451,781.65
Payroll Totals		1,714,842.26
Service Transfers/ACH Drafts		(178,659.34)
Agenda Payments Approved Separately		1,419,858.34
Grand Total		<u>\$ 46,407,822.91</u>

Honorable Mayor & City Council:

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

City Manager

Date

David A. Jones

6/2/22

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE: 5/19/2022 THRU 6/08/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001119	POLK COUNTY TREASURER							
M-CHECK	POLK COUNTY TREASURER	UNPOST	V 5/31/2022			236622		89.00CR
003194	TNT LANDSCAPING & NURSERY							
M-CHECK	TNT LANDSCAPING & NURSER	UNPOST	V 5/31/2022			236644		1,253.76CR
C-CHECK	VOID CHECK		V 6/06/2022			236723		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	3 VOID DEBITS	0.00		
	VOID CREDITS	1,342.76CR	1,342.76CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			3	1,342.76CR	0.00	0.00
BANK:		TOTALS:	3	1,342.76CR	0.00	0.00

VENDOR SET: 01 City of Ankeny

BANK: APGWB FIRST INTERSTATE BANK

DATE RANGE: 5/19/2022 THRU 6/08/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008998	4IMPRINT INC							
I-9962235	PROMOTIONAL ITEMS - PD	R	6/06/2022	816.55		236704		816.55
	*** VENDOR TOTALS ***					1	CHECKS	816.55
008711	BRIAN A STEINFELDT							
I-220401 AMENDED	4/28/22 HIGH PROFILE PRSC	R	6/06/2022	969.78		236705		
I-220502	5/1-5/6/22 NORTH ZONE MOWING	R	6/06/2022	4,380.18		236705		
I-220503	5/1-5/6 HIGHPROFILE/PRSC/SEMI	R	6/06/2022	2,678.09		236705		
I-220504	5/9-5/13HIGHPROFILE/PRSC/SEMI	R	6/06/2022	3,332.16		236705		
I-220505	5/9-5/20/22 HIGH PROFILE MOW	R	6/06/2022	3,524.30		236705		
I-220506	05/09-05/13/22 NORTH ZONE MOW	R	6/06/2022	4,945.33		236705		
I-220507	5/16-5/20/22 NORTH ZONE MOW	R	6/06/2022	5,382.72		236705		25,212.56
	*** VENDOR TOTALS ***					1	CHECKS	25,212.56
001844	A TECH INC-TCI							
I-546486	WIRELESS ALARM COM RPLCMT-WW	E	6/08/2022	250.00		004906		
I-546488	WIRELESS ALARM COM RPLCMT-MU	E	6/08/2022	250.00		004906		
I-546790	4/19/22 INSPECTION -FS3	E	6/08/2022	289.00		004906		
I-546791	4/18/22 INSPECTION FS2	E	6/08/2022	269.00		004906		
I-546802	4/18 INSPECTION -FS 1	E	6/08/2022	159.00		004906		
I-546803	INSPECTION - PD	E	6/08/2022	349.00		004906		
I-548592	WIRELESS ALARM COM RPLCMT-MU	E	6/08/2022	250.00		004906		
I-548609	WIRELESS ALARM COM/BATTERY-MU	E	6/08/2022	305.00		004906		2,121.00
	*** VENDOR TOTALS ***					1	CHECKS	2,121.00
008725	A-PLUS LAWN & LANDSCAPE-ANKENY							
I-1477479	4/12/22 CHERRY GLEN REPAIR	R	6/06/2022	250.00		236706		
I-274521B	JUNE BASIN MAINT	R	6/06/2022	3,074.96		236706		3,324.96
	*** VENDOR TOTALS ***					1	CHECKS	3,324.96
006477	AAA LAWN SERVICES LLC							
I-202202	WEEK 2 5/14/22 MOWING	E	6/08/2022	2,738.07		004944		
I-202203	WEEK 3 SOUTH SIDE MOWING	E	6/08/2022	1,489.05		004944		
I-202204	WEEK 4 5/27/22 SOUTH ZONE MOW	E	6/08/2022	510.57		004944		4,737.69
	*** VENDOR TOTALS ***					1	CHECKS	4,737.69
004997	ABSOLUTE CONCRETE							
I-PAY1NE36THRECON	PAY1-NE36TH RECON/I35-4MILED R	R	6/06/2022	45,670.77		236707		45,670.77
	*** VENDOR TOTALS ***					1	CHECKS	45,670.77
008578	ACCESS TECHNOLOGIES INC							
I-INV1177296	3/31/22-4/29/22 STATEMENT	R	6/06/2022	1,954.96		236708		1,954.96
	*** VENDOR TOTALS ***					1	CHECKS	1,954.96

VENDOR SET: 01 City of Ankeny

BANK: APGWB FIRST INTERSTATE BANK

DATE RANGE: 5/19/2022 THRU 6/08/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000003	ACCO UNLIMITED CORP							
I-0221779-IN	POOL SUPPLIES/CHEMICALS -AC	R	6/06/2022	868.10		236709		
I-0221780-IN	POOL GREASE -AC	R	6/06/2022	38.95		236709		
I-0221887-IN	POOL CHEMICAL REAGENTS-AC	R	6/06/2022	96.20		236709		
I-0221908-IN	POOL PROBES - AC	R	6/06/2022	816.20		236709		
I-0221948-IN	POOL CHEMICALS	R	6/06/2022	1,042.40		236709		
I-0222026-IN	POOL CHEMICALS	R	6/06/2022	2,982.20		236709		
I-0222103-IN	POOL CHEMICALS/PROBES	R	6/06/2022	1,101.40		236709		
I-0222151-IN	CHEMICAL PROBE/REAGENTS-AC	R	6/06/2022	842.60		236709		
I-0222155-IN	POOL BULB - PRAC	R	6/06/2022	113.10		236709		
I-0222199-IN	POOL CHEMICALS - PARK MAINT	R	6/06/2022	858.40		236709		
I-0222242-IN	POOL CHEMICALS - PKM	R	6/06/2022	2,206.00		236709		10,965.55
	*** VENDOR TOTALS ***					1 CHECKS		10,965.55
000164	G & S HARDWARE INC							
I-207864/2	FASTENERS/NUTS/BOLTS-CFAC	R	6/06/2022	13.14		236710		
I-207866/2	DAWN/VALVE/NIPPLE-CFAC	R	6/06/2022	44.95		236710		
I-207916/2	ANCHOR/NUTS/BOLTS-CFAC	R	6/06/2022	39.32		236710		
I-207920/2	KEYKRAFTER - P&R	R	6/06/2022	16.45		236710		113.86
	*** VENDOR TOTALS ***					1 CHECKS		113.86
009527	MAURICE ANTHONY SERITO JONES							
I-06/09/2022BEATS	6/9/22 BEATS AND EATS	R	6/06/2022	300.00		236711		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
008972	ACI DISTRIBUTORS INC							
I-3079424	V-PLOW FOR L35 LOADER-PKS	R	6/06/2022	10,572.00		236712		10,572.00
	*** VENDOR TOTALS ***					1 CHECKS		10,572.00
001532	ACK ENTERPRISES							
I-20048685	#132 ALTERNATOR REBEBUILD	R	6/06/2022	2,324.79		236713		2,324.79
	*** VENDOR TOTALS ***					1 CHECKS		2,324.79
011467	AETNA MEDICARE							
I-AFD24904	REFUND	R	6/06/2022	172.01		236714		
I-AFD25064	REFUND	R	6/06/2022	192.06		236714		364.07
	*** VENDOR TOTALS ***					1 CHECKS		364.07
011364	LEANNE SUE OTTING							
I-06/09/2022 BEATS	06/09/22 BEATS AND EATS	E	6/08/2022	250.00		004979		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
000226	AIRGAS NORTH CENTRAL INC							
I-9987802171	WELDING RENTAL - PKS	R	6/06/2022	35.11		236715		
I-9987802172	CYLINDER RENTAL - CG	R	6/06/2022	846.45		236715		881.56
	*** VENDOR TOTALS ***					1 CHECKS		881.56

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008336	AJ ALLEN MECHANICAL CONTRACTOR							
I-S8807C	VALVE REPLACEMENT - MU	R	6/06/2022	40,000.00		236716		40,000.00
	*** VENDOR TOTALS ***					1 CHECKS		40,000.00
009981	ALL CITY MANAGEMENT SERVICES,							
I-77562	SCHOOL CROSSING GUARDS	E	6/08/2022	5,410.00		004967		5,410.00
	*** VENDOR TOTALS ***					1 CHECKS		5,410.00
009679	ALL STAR CONCRETE LLC							
I-PAY4 FINAL-ANK/MAG	PAY4 FINAL-ANK BVD/MAG RD SFTY	R	6/06/2022	26,665.48		236717		26,665.48
009679	ALL STAR CONCRETE LLC							
I-RTNG-ANKBVDSFTY	RTNG-ANK BVD/MAG RD SFTY IMP	R	6/06/2022	23,887.88		236718		23,887.88
	*** VENDOR TOTALS ***					2 CHECKS		50,553.36
009262	AMAZON CAPITAL SERVICES INC							
I-11MR-XVMQ-QGHR	SMOKE/CO2 DETECTORS-FD	E	6/08/2022	850.41		004961		
I-13D6-CPKR-9WH7	GARBAGE CAN - AC	E	6/08/2022	169.99		004961		
I-13D6-CPKR-N9LP	TV & TV STAND - PD	E	6/08/2022	2,148.00		004961		
I-144H-J1TK-36NT	PLANNER REFILL PAGES - PCAA	E	6/08/2022	32.85		004961		
I-1699-9KHQ-CMV1	WASTE BAGS- AC	E	6/08/2022	33.98		004961		
I-16PH-Y6J7-1P1C	RED LASER POINTER -DEV ENG	E	6/08/2022	49.83		004961		
I-19LD-F9YQ-7PV6	COFFEE -PW	E	6/08/2022	44.08		004961		
I-19LD-F9YQ-9PG1	FLASH DRIVES/CARD HOLDER - PD	E	6/08/2022	725.89		004961		
I-1CCR-NLTJ-9R4C	COFFEE FLTR/GUIDE - PD	E	6/08/2022	54.94		004961		
I-1CXR-DYXF-TJYF	TV STAND - PD	E	6/08/2022	425.69		004961		
I-1DTC-NLM1-631K	AMMO CAN - PD	E	6/08/2022	27.58		004961		
I-1DV6-TVP3-CRR9	KENNEL/BROOM - PD	E	6/08/2022	80.49		004961		
I-1FL7-F41N-NHQP	FLASH DRIVES/EXTERNAL HDD - PD	E	6/08/2022	203.92		004961		
I-1GXW-MWCM-XDJN	RECEIPT PRINTERS - AC	E	6/08/2022	1,100.00		004961		
I-1HYR-QD1J-NMHY	TRAILER DOOR LATCH - MU	E	6/08/2022	27.88		004961		
I-1KHM-FT3V-76YP	BINDERS-AC	E	6/08/2022	53.10		004961		
I-1L1Y-F9KK-CJXC	BACKUPS - IT	E	6/08/2022	351.27		004961		
I-1L9C-WW3Q-FQ4T	LAW ENFORCEMENT FIELD GUIDE-PD	E	6/08/2022	25.95		004961		
I-1NMR-DFCT-XY49	DOCK LIGHTS - FIREARMS TRAILER	E	6/08/2022	79.96		004961		
I-1QKR-MNNN-4L3Y	POOL NETS - AC	E	6/08/2022	89.97		004961		
I-1R36-Y3GL-9NC9	FLASH DRIVES - PD	E	6/08/2022	199.88		004961		
I-1R9X-NN1G-PJQF	CHARGER/WORK SHOES - MU	E	6/08/2022	151.46		004961		
I-1RDX-KY1T-137M	SPRAY BOTTLES/HOSE END-AC	E	6/08/2022	61.35		004961		
I-1T9Y-HRRQ-KFR4	VOLLEYBALLS-P&R	E	6/08/2022	299.90		004961		
I-1TFW-4K6N-17DG	TRAK LOCATOR - PRSC	E	6/08/2022	499.00		004961		
I-1YLY-LV1J-D93P	WALL CLOCKS/RULERS-PW/DEVENG	E	6/08/2022	52.11		004961		
I-1YQL-F7Y1-G3MC	DRAWSTRING BAGS-P&R	E	6/08/2022	201.90		004961		
I-1YQL-F7Y1-XMLP	DECK BROOM SCRUB BRUSH-AC	E	6/08/2022	79.96		004961		8,121.34
	*** VENDOR TOTALS ***					1 CHECKS		8,121.34

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010761	AMAZON.COM CORPORATE CREDIT							
I-434364795346	MULTIMEDIA - KL	E	6/08/2022	39.92		004976		
I-435558666388	WHITE SIGNS BLANK - KL	E	6/08/2022	39.00		004976		
I-546334859638	MULTIMEDIA - KL	E	6/08/2022	34.92		004976		
I-557634674945	MULTIMEDIA -KL	E	6/08/2022	78.37		004976		
I-575654774774	BOOKS - KL	E	6/08/2022	22.16		004976		
I-637395873365	MULTIMEDIA - KL	E	6/08/2022	53.37		004976		
I-647668848346	MULTIMEDIA - KL	E	6/08/2022	11.94		004976		
I-657438979969	MISC BOOKS - KL	E	6/08/2022	33.77		004976		
I-739665688587	MISC BOOKS - KL	E	6/08/2022	113.83		004976		
I-853464494974	MULTIMEDIA - KL	E	6/08/2022	13.98		004976		
I-856978588657	MULTIMEDIA -KL	E	6/08/2022	27.65		004976		
I-873497984996	MISC BOOKS - KL	E	6/08/2022	122.60		004976		
I-889768794784	MULTIMEDIA - KL	E	6/08/2022	112.60		004976		
I-948478893379	MULTIMEDIA - KL	E	6/08/2022	99.80		004976		
I-953466596346	MISC BOOKS - KL	E	6/08/2022	24.11		004976		
I-955479958339	MISC BOOKS - KL	E	6/08/2022	73.95		004976		
I-975589359798	FLEXICORE/COMMAND HKS-KL	E	6/08/2022	47.01		004976		
I-977784536957	MULTIMEDIA - KL	E	6/08/2022	32.99		004976		981.97
	*** VENDOR TOTALS ***					1 CHECKS		981.97
001439	AMERICAN MARKING INC							
I-0027742	VINYL LETTERING - KL	R	6/06/2022	49.50		236719		49.50
	*** VENDOR TOTALS ***					1 CHECKS		49.50
007835	AMERICAN RED CROSS-TRAINING SV							
I-22428057	LFGRD/BLOODBRN PATH/CPR/AED	R	6/06/2022	544.00		236720		544.00
	*** VENDOR TOTALS ***					1 CHECKS		544.00
002676	ANIMAL RESCUE LEAGUE							
I-612	APRIL ANIMAL INTAKE FEES - PD	E	6/08/2022	1,000.00		004916		1,000.00
	*** VENDOR TOTALS ***					1 CHECKS		1,000.00
008687	ANKENY AMERICAN LEGION POST 42							
I-202-WMR-22	FLAGS - KL	R	6/06/2022	316.38		236721		
I-203-WMR-22	FLAGS - PRSC	R	6/06/2022	516.18		236721		832.56
	*** VENDOR TOTALS ***					1 CHECKS		832.56
000012	MILLENNIUM II CORPORATION							
I-1041775	FEMALE DISCONNECT - FD	R	6/06/2022	2.89		236722		
I-1048530	HX CONCT - AC	R	6/06/2022	20.73		236722		
I-1055286	TORO 21" B&S - OC M	R	6/06/2022	318.44		236722		
I-1055563	FG U BOLT - PRAC	R	6/06/2022	4.53		236722		
I-1056487	CAULK GUN/ADHESIVE - PD	R	6/06/2022	14.74		236722		
I-1056715	HEADLAMP/BATTS - OC M	R	6/06/2022	62.69		236722		
I-1056773	HILLMAN/COUPLING/ELBOW-FD	R	6/06/2022	32.09		236722		
I-1056901	HILLMAN - PD	R	6/06/2022	16.56		236722		
I-1056937	HILLMAN - ACC BENCH INSTALL	R	6/06/2022	67.98		236722		

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I-1057224	EPOXY-PRAC	R	6/06/2022	12.72		236722		
I-1057281	HILLMAN - OC	R	6/06/2022	9.95		236722		
I-1057457	BOLTS/SCREW - FD	R	6/06/2022	9.11		236722		
I-1058512	RED MRKING PNT/WHITE PNT-FD	R	6/06/2022	22.94		236722		
I-1058653	MAGIC ERASERS-PKS	R	6/06/2022	3.66		236722		
I-1058654	TOGGLE BOLTS - FD	R	6/06/2022	1.92		236722		
I-1058756	ELBOW - OC M	R	6/06/2022	15.43		236722		
I-1059139	PRAC PAD REPLACE PARTS - PKM	R	6/06/2022	60.29		236722		
I-1059276	SILCN 2- KL	R	6/06/2022	8.29		236722		
I-1059464	CRACK SEALANT -PKS	R	6/06/2022	18.12		236722		
I-1059472	SILICONE - CFAC	R	6/06/2022	9.64		236722		
I-1059509	SURGE STRIP - PW	R	6/06/2022	45.35		236722		
I-1059518	HILLMAN - PKS	R	6/06/2022	0.30		236722		
I-1059605	ACRYLIC CAULK - IT	R	6/06/2022	19.75		236722		
I-1059784	HILLMAN/DR CONST - FS3	R	6/06/2022	16.03		236722		
I-1060128	HILLMAN - FD	R	6/06/2022	3.80		236722		
I-1060381	PRAC HEATER PARTS - PK MAINT	R	6/06/2022	5.78		236722		
I-1060568	HILLMAN - PRAC	R	6/06/2022	5.50		236722		
I-1060610	BATTERIES - FD	R	6/06/2022	12.54		236722		
I-1060657	BATTERY - PW	R	6/06/2022	5.10		236722		
I-1060680	PRAC HEATER REPAIR PARTS - PKM	R	6/06/2022	7.40		236722		
I-1060752	HILLMAN -PRSC	R	6/06/2022	2.19		236722		
I-1060845	ADHESIVE/HILLMAN - CFAC	R	6/06/2022	6.15		236722		
I-1060901	PRAC PIPE HANGER REPAIR - PKM	R	6/06/2022	16.98		236722		
I-1060923	PRAC PIPE PARTS - PK MAINT	R	6/06/2022	18.73		236722		
I-1060930	CFAC SUPPLIES - PK MAINT	R	6/06/2022	4.22		236722		882.54
			*** VENDOR TOTALS ***			1 CHECKS		882.54
011363	AQUA SEAL RESURFACING, LLC							
I-2738	SPLASH PAD REPAIRS-AC	E	6/08/2022	8,994.00		004978		8,994.00
			*** VENDOR TOTALS ***			1 CHECKS		8,994.00
009326	RYAN ARENDSE							
I-05/02/2022 MEAL	5/2/22 MEAL REIMBURSEMENT	E	6/08/2022	13.86		004991		13.86
			*** VENDOR TOTALS ***			1 CHECKS		13.86
010351	ARMS UNLIMITED INC							
I-AU21264	NIGHT VISION MOUNTS - PD	E	6/08/2022	1,242.00		004973		1,242.00
			*** VENDOR TOTALS ***			1 CHECKS		1,242.00
000057	ARNOLD MOTOR SUPPLY							
I-15NV121654	SILICONE GSKT - OCM	R	6/06/2022	26.99		236724		
I-15NV121689	UNIT #862 CONNECTOR	R	6/06/2022	5.89		236724		
I-15NV122377	VPOWER SPARK PLUG-OC	R	6/06/2022	2.69		236724		35.57
			*** VENDOR TOTALS ***			1 CHECKS		35.57

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010499	SIMRAN AULAKH							
I-04/2022-05/2022	04/22-05/22 CLASSES	E	6/08/2022	400.00		004997		400.00
			*** VENDOR TOTALS ***			1 CHECKS		400.00
000067	BAKER & TAYLOR INC							
I-2036747077	MISC BOOKS - KL	E	6/08/2022	407.74		004885		
I-H61267860	MISC MULTIMEDIA - KL	E	6/08/2022	111.95		004885		519.69
			*** VENDOR TOTALS ***			1 CHECKS		519.69
006127	BATTERIES PLUS BULBS #203							
I-P45305323	BATTERIES - PD	R	6/06/2022	7.99		236725		
I-P50206850	EXTERIOR LIGHT - PW	R	6/06/2022	24.00		236725		31.99
			*** VENDOR TOTALS ***			1 CHECKS		31.99
010118	BEACON ATHLETICS LLC							
I-0545911-IN	HAND TOOLS - PRSC	E	6/08/2022	1,939.00		004970		
I-0550609-IN	CHALKERS - PRSC	E	6/08/2022	1,265.00		004970		3,204.00
			*** VENDOR TOTALS ***			1 CHECKS		3,204.00
006349	HY-VEE INC-BDI							
I-36962	ALCOHOL FOR RESALE-OC	R	6/06/2022	1,283.51		236726		1,283.51
			*** VENDOR TOTALS ***			1 CHECKS		1,283.51
005950	BLACKSTONE AUDIO INC							
I-2042038	MULTIMEDIA/SHELF SVCS-KL	R	6/06/2022	41.94		236727		
I-2042087	MULTIMEDIA/SHELF SVCS-KL	R	6/06/2022	41.95		236727		
I-2043711	MULTIMEDIA/SHELF SVCS-KL	R	6/06/2022	80.68		236727		
I-2043752	MISC MULTIMEDIA/SHELF SVCS-KL	R	6/06/2022	37.95		236727		
I-2044690	MULTIMEDIA/SHELF SVCS-KL	R	6/06/2022	79.89		236727		282.41
			*** VENDOR TOTALS ***			1 CHECKS		282.41
002072	JOSE R BLANCO JR							
I-05/2022 PICKLEBALL	05/2022 PICKLEBALL TOURNAMENT	E	6/08/2022	300.00		004910		300.00
			*** VENDOR TOTALS ***			1 CHECKS		300.00
009415	LANIE BOAS							
I-03/28/2022 EXAM	3/28/22 EXAM REIMBURSEMENT	E	6/08/2022	424.69		004992		424.69
			*** VENDOR TOTALS ***			1 CHECKS		424.69
003947	BOB BROWN GMC INC							
I-419441	UNIT #88 SENSOR	E	6/08/2022	130.37		004923		
I-419619	#88 RADIATOR	E	6/08/2022	1,195.88		004923		
I-420099	UNIT 88 TRAILER BRAKES - CG	E	6/08/2022	318.60		004923		
I-420116	UNIT #99 TRAILER BRAKES	E	6/08/2022	318.60		004923		1,963.45
			*** VENDOR TOTALS ***			1 CHECKS		1,963.45

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0011466	NATHANIEL BOCKAJ							
I-AFD24659	REFUND	R	6/06/2022	734.13		236728		734.13
			*** VENDOR TOTALS ***			1 CHECKS		734.13
001136	BOLTON & HAY INC							
I-1639890	FOOD FOR RESALE - AC	R	6/06/2022	375.80		236729		375.80
			*** VENDOR TOTALS ***			1 CHECKS		375.80
009487	BOOT BARN INC							
I-INV00167077	POWERTRAIN/BOOTS - COMER/MU	E	6/08/2022	206.98		004964		
I-INV00169680	BOOTS-N.FAZIO	E	6/08/2022	94.49		004964		
I-INV00169681	BOOTS - MCFARLAND	E	6/08/2022	140.00		004964		
I-INV00171118	BOOTS - V.KNOOT	E	6/08/2022	139.49		004964		580.96
			*** VENDOR TOTALS ***			1 CHECKS		580.96
005174	BOUND TREE MEDICAL LLC							
I-84505563	EMS SUPPLIES - FD	R	6/06/2022	105.90		236730		
I-84507525	EMS SUPPLIES - FD	R	6/06/2022	6.52		236730		
I-84509147	EMS SUPPLIES - FD	R	6/06/2022	89.52		236730		
I-84510783	EMS SUPPLIES - FD	R	6/06/2022	11.46		236730		
I-84510784	EMS SUPPLIES - FD	R	6/06/2022	296.60		236730		
I-84512261	EMS SUPPLIES - FD	R	6/06/2022	32.92		236730		
I-84513545	EMS SUPPLIES - FD	R	6/06/2022	32.92		236730		
I-84513546	EMS SUPPLIES - FD	R	6/06/2022	32.92		236730		
I-84513547	EMS SUPPLIES - FD	R	6/06/2022	713.60		236730		
I-84515150	EMS SUPPLIES - FD	R	6/06/2022	24.00		236730		
I-84515151	EMS SUPPLIES - FD	R	6/06/2022	3.09		236730		
I-84515152	EMS SUPPLIES - FD	R	6/06/2022	148.79		236730		
I-84517000	EMS SUPPLIES - FD	R	6/06/2022	142.23		236730		
I-84517001	EMS SUPPLIES - FD	R	6/06/2022	284.90		236730		
I-84517002	EMS SUPPLIES - FD	R	6/06/2022	324.00		236730		
I-84517003	EMS SUPPLIES - FD	R	6/06/2022	324.00		236730		
I-84523207	EMS SUPPLIES - FD	R	6/06/2022	24.00		236730		
I-84525479	EMS SUPPLIES - FD	R	6/06/2022	54.80		236730		
I-84525480	EMS SUPPLIES -FD	R	6/06/2022	425.07		236730		
I-84525481	EMS SUPPLIES - FD	R	6/06/2022	190.50		236730		
I-84527567	EMS SUPPLIES - FD	R	6/06/2022	50.88		236730		
I-84527569	EMS SUPPLIES - FD	R	6/06/2022	169.08		236730		
I-84529601	UNIFORMS-FD	R	6/06/2022	120.96		236730		
I-84529602	EMS SUPPLIES - FD	R	6/06/2022	14.29		236730		3,622.95
			*** VENDOR TOTALS ***			1 CHECKS		3,622.95
004591	GREATER DSM COMMUNITY FOUNDATI							
I-FY22 #4	FY22 #4 HOTEL/MOTEL CONTRIBTN	R	6/06/2022	89,328.42		236731		89,328.42
			*** VENDOR TOTALS ***			1 CHECKS		89,328.42

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000127	BRICK GENTRY PC							
I-375107	4/25/2022 STATEMENT 224.001	R	6/06/2022	2,100.00		236732		
I-375108	4/25/2022 STATEMENT 224.031	R	6/06/2022	95.00		236732		
I-375110	4/25/2022 STATEMENT 224.022	R	6/06/2022	90.00		236732		
I-375493	4/25/2022 STATEMENT 4.004	R	6/06/2022	448.50		236732		2,733.50
	*** VENDOR TOTALS ***					1 CHECKS		2,733.50
007393	BRIGHT & CLEAR SOLUTIONS INC							
I-37810	WINDOW CLEANING - PD	R	6/06/2022	1,480.00		236733		
I-37883	WINDOW CLEANING - CH	R	6/06/2022	225.00		236733		1,705.00
	*** VENDOR TOTALS ***					1 CHECKS		1,705.00
006714	WATER PRO SUPPLIES INC							
I-119099	VALVE/WASHER/ORING/SEAL-MU	R	6/06/2022	48.00		236734		
I-119547	PRO RINGS/CASTINGS - MU	R	6/06/2022	6,813.00		236734		6,861.00
	*** VENDOR TOTALS ***					1 CHECKS		6,861.00
008151	BROWN'S SHOE FIT COMPANY							
I-05/05/2022	BOOTS - TREY LOVELL	R	6/06/2022	140.00		236735		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
001757	BROWNELLS INC							
I-2022410132752	PARTS AND EQUIPMENT - PD	R	6/06/2022	892.29		236736		892.29
	*** VENDOR TOTALS ***					1 CHECKS		892.29
009566	VARSITY BRANDS HOLDING CO., IN							
I-916609073	WINDSCREENS - PRSC	R	6/06/2022	1,598.37		236737		1,598.37
	*** VENDOR TOTALS ***					1 CHECKS		1,598.37
008738	BULB GUY LIGHTING							
I-17346	FOYER LIGHTING-FD	E	6/08/2022	1,855.84		004955		
I-17393	LIGHT BULBS PD	E	6/08/2022	315.00		004955		2,170.84
	*** VENDOR TOTALS ***					1 CHECKS		2,170.84
005643	CALIBER IOWA, LLC							
I-RES#2018-343	SDWLK OVRSZG-PRAIRIE TRL PLAT7	R	6/06/2022	4,725.00		236738		4,725.00
	*** VENDOR TOTALS ***					1 CHECKS		4,725.00
000385	CAPITAL CITY EQUIPMENT CO							
I-25727D	UNIT #202 PARTS	E	6/08/2022	141.08		004892		
I-25761D	UNIT #202 PARTS	E	6/08/2022	61.47		004892		
I-25854D	UNIT #202 PARTS	E	6/08/2022	11.40		004892		213.95
	*** VENDOR TOTALS ***					1 CHECKS		213.95

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000453	CARQUEST AUTO PARTS							
I-2330-743270	SPLIT LOOM - CG	R	6/06/2022	24.89		236739		
I-2330-743295	PLOW TRUCK FILTERS	R	6/06/2022	233.72		236739		258.61
	*** VENDOR TOTALS ***					1 CHECKS		258.61
005438	ERIC CARSTENS							
I-04/30/22-05/03/22	4/30-5/3/22 TRAINING REIMBSMNT	R	6/06/2022	2,035.85		236740		2,035.85
	*** VENDOR TOTALS ***					1 CHECKS		2,035.85
008439	TYLER J CAVENAS							
I-04/25/22-04/29/22	4/25-4/29 MEAL REIMBURSEMENT	E	6/08/2022	114.13		004988		
I-05/02/2022 MEAL	5/2/22 MEAL REIMBURSEMENT	E	6/08/2022	23.49		004988		137.62
	*** VENDOR TOTALS ***					1 CHECKS		137.62
005278	CDW GOVERNMENT							
I-X182902	CROWDSTRIKE RENEWAL	E	6/08/2022	10,430.00		004934		10,430.00
	*** VENDOR TOTALS ***					1 CHECKS		10,430.00
011378	CENTENNIAL POINTE WEST HOA							
I-03302022-CP	3/30/22 DAMAGE DEPOSIT REFUND	R	6/06/2022	100.00		236741		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
004613	CENTRAL IOWA DISTRIBUTING							
I-225351	BLK BAGS - OC M	E	6/08/2022	422.00		004927		
I-225404	JANITORIAL SUPPLIES	E	6/08/2022	1,375.00		004927		
I-226166	MORSOFT JRT -PRSC	E	6/08/2022	645.00		004927		2,442.00
	*** VENDOR TOTALS ***					1 CHECKS		2,442.00
001375	CENTRAL IOWA FLORAL INCOR							
I-61118	FLOWER BED PLANTS	R	6/06/2022	1,964.00		236742		1,964.00
	*** VENDOR TOTALS ***					1 CHECKS		1,964.00
004635	CENTRAL IOWA OFFICIALS LLC							
I-05/31/2022	SUMMER SOFTBALL OFFICIALS	R	6/06/2022	1,312.00		236743		1,312.00
	*** VENDOR TOTALS ***					1 CHECKS		1,312.00
011409	CENTRAL MCGOWAN INC							
I-0000173163	HIGH PRESSURE CYL - OC PRO	E	6/08/2022	20.00		004981		
I-0000571693	CARBON DIOXIDE -OC PRO	E	6/08/2022	64.95		004981		84.95
	*** VENDOR TOTALS ***					1 CHECKS		84.95
008864	CENTRAL PUMP AND MOTOR LLC							
I-4731	RAIN BIRD INSPECTION -OC M	R	6/06/2022	313.10		236744		313.10
	*** VENDOR TOTALS ***					1 CHECKS		313.10

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003072	QWEST CORPORATION							
I-05/04/2022	05/04/2022 STATEMENT - TRFC	R	6/06/2022	100.89		236745		100.89
			*** VENDOR TOTALS ***			1 CHECKS		100.89
008614	TONY CHRISTOPH							
I-05/10/2022	5/10/22 MEAL REIMBURSEMENT	E	6/08/2022	17.68		004954		17.68
			*** VENDOR TOTALS ***			1 CHECKS		17.68
002659	CI TECHNOLOGIES, INC.							
I-10002	IAPRO ANNUAL MAINTENANCE	R	6/06/2022	1,248.48		236746		1,248.48
			*** VENDOR TOTALS ***			1 CHECKS		1,248.48
001294	CENTRAL IOWA EMS DIRECTORS							
I-22-138	DIFFICULT AIRWAY COURSE-LUKE	R	6/06/2022	150.00		236747		150.00
			*** VENDOR TOTALS ***			1 CHECKS		150.00
004002	CINTAS CORPORATION							
C-9171257065	CR: INV 4110070429 OVERPAYMENT	R	6/06/2022	3.42CR		236748		
C-CR:4114174922	CR: INV 4114174922 OVERPAYMENT	R	6/06/2022	20.78CR		236748		
I-4117609019	4/26/22 SVCS - WATER	R	6/06/2022	168.67		236748		
I-4118257491	MAT/UNIFORM RENTALS-PW/CG	R	6/06/2022	379.30		236748		
I-4118257531	5/03/22 SVCS - WATER	R	6/06/2022	168.67		236748		
I-4118552031	BANQUET SUPPLY RENTALS-OC	R	6/06/2022	106.14		236748		
I-4118940647	MAT RENTAL LAKESIDE RENTAL	R	6/06/2022	16.24		236748		
I-4118940691	5/10/22 SVCS - WATER	R	6/06/2022	168.67		236748		
I-4118940785	MAT/UNIFORM SERVICES-PKS	R	6/06/2022	107.30		236748		
I-4119083243	5/11/22 SVCS - WASTE WATER	R	6/06/2022	131.50		236748		
I-4119269766	BANQUET SUPPLY RENTALS-OC	R	6/06/2022	84.00		236748		
I-4119269863	MAT/UNIFORM RENTALS -OCM	R	6/06/2022	89.28		236748		
I-4119615638	5/17/22 SVCS - WATER	R	6/06/2022	168.67		236748		
I-4119615691	MAT RENTALS -ACC	R	6/06/2022	55.88		236748		
I-4119615803	MAT/UNIFORM RENTAL PW/CG	R	6/06/2022	379.30		236748		
I-4119615812	MAT / UNIFORM RENTAL-PKS	R	6/06/2022	167.29		236748		
I-4119767524	5/18/2022 SVCS - WASTE WATER	R	6/06/2022	131.50		236748		
I-4119928949	MAT/UNIFORM RENTALS-OC	R	6/06/2022	89.28		236748		
I-4119929082	LINEN RENTALS - OC	R	6/06/2022	84.00		236748		
I-4120348076	MAT RENTALS - ACC	R	6/06/2022	55.88		236748		
I-4120348105	MAT/UNIFORM RENTAL -PKS	R	6/06/2022	107.30		236748		
I-4120512701	5/25/22 SVCS - WASTE WATER	R	6/06/2022	131.01		236748		
I-4120619501	MATS - KL	R	6/06/2022	142.18		236748		
I-4120619525	MAT/UNIFORM RENTAL -OC	R	6/06/2022	89.04		236748		
I-4120888680	MAT RENTALS - CH	R	6/06/2022	58.36		236748		3,055.26
			*** VENDOR TOTALS ***			1 CHECKS		3,055.26

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008531	JAMES CLACK							
I-05/15/22-05/20/22	5/15-5/20/22 TRAINING REMBSMNT	E	6/08/2022	588.20		004989		588.20
			*** VENDOR TOTALS ***			1 CHECKS		588.20
002728	COMMERCIAL APPRAISERS OF IOWA							
I-5/27/2022	PROPERTY APPRAISE-2.5 ACRES	R	6/06/2022	3,500.00		236749		3,500.00
			*** VENDOR TOTALS ***			1 CHECKS		3,500.00
001440	COMPETITIVE EDGE							
I-P0408900	CITY APPAREL	R	6/06/2022	3,604.00		236750		3,604.00
			*** VENDOR TOTALS ***			1 CHECKS		3,604.00
006379	CON-STRUCT INC							
I-PAY 4-WW PLNT DEMO	PAY 4-WASTEWTR PLNT PRTL DEMO	R	6/06/2022	2,850.00		236751		2,850.00
			*** VENDOR TOTALS ***			1 CHECKS		2,850.00
002992	CONSTRUCTION MATERIALS TESTING							
I-41354	CYLINDER MOLDS -PW	E	6/08/2022	82.76		004919		82.76
			*** VENDOR TOTALS ***			1 CHECKS		82.76
002559	CONSUMERS ENERGY							
I-04/01/22-05/01/22	05/09/2022 STATEMENT	E	6/08/2022	2,406.58		004915		2,406.58
			*** VENDOR TOTALS ***			1 CHECKS		2,406.58
000595	CORE & MAIN LP							
I-Q345103	SUPPLIES - MU	R	6/06/2022	1,564.18		236752		1,564.18
			*** VENDOR TOTALS ***			1 CHECKS		1,564.18
003533	5 TRAILS INC							
I-17742	5X7 INSERT PLAQUE-P&R	R	6/06/2022	45.80		236753		
I-17759	ENGRAVED PLATES -P&R	R	6/06/2022	19.90		236753		65.70
			*** VENDOR TOTALS ***			1 CHECKS		65.70
011470	JOHN CUNNINGHAM							
I-05/2022 BOOTS	05/2022 BOOT REIMBURSEMENT	E	6/08/2022	140.00		005000		140.00
			*** VENDOR TOTALS ***			1 CHECKS		140.00
007254	CUTTER & BUCK							
I-0096155922	MERCH FOR RESALE - OC	R	6/06/2022	196.47		236754		196.47
			*** VENDOR TOTALS ***			1 CHECKS		196.47
011445	CWKK CORP							
I-A2055712-0004	5/3/22-5/3/23 CRIMEDEX SBSCRPT	R	6/06/2022	158.00		236755		158.00
			*** VENDOR TOTALS ***			1 CHECKS		158.00

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000146	CENTURY HOMES CO							
I-0544653-IN	HERBICIDE-OC M	R	6/06/2022	1,224.00		236756		
I-0544654-IN	BIG FOOT WSB -OCM	R	6/06/2022	235.00		236756		
I-0544655-IN	CHALK/ESPLANADE-PRSC	R	6/06/2022	1,150.40		236756		
I-0545124-IN	FERTILIZER-PRSC	R	6/06/2022	4,634.00		236756		7,243.40
	*** VENDOR TOTALS ***					1 CHECKS		7,243.40
009536	D R HORTON - IOWA LLC							
I-21-2544-NEW	PERMIT REFUNDS - PW	R	6/06/2022	1,798.40		236757		
I-21-4275-NEW	PERMIT REFUND - PW	R	6/06/2022	1,760.80		236757		
I-RES# 2018-343	SDWLK OVRSZG-EST PRAIRIE TR P7	R	6/06/2022	3,528.00		236757		
I-RES# 2020-119	SDWLK OVRSZG-BRINMORE EST P3	R	6/06/2022	3,013.50		236757		
I-RES#2018-001	SDWLK OVRSZG-TRESTLE RIDGE P1	R	6/06/2022	2,173.50		236757		12,274.20
	*** VENDOR TOTALS ***					1 CHECKS		12,274.20
001003	ED DANIELS							
I-104825	FILTERS - PKS	E	6/08/2022	34.64		004904		34.64
	*** VENDOR TOTALS ***					1 CHECKS		34.64
008858	DAVE'S FIREWOOD AND DISTRIBUTI							
I-325662	UNMARKED UTLTY/CHERRY GLEN	R	6/06/2022	450.00		236758		450.00
	*** VENDOR TOTALS ***					1 CHECKS		450.00
003099	DELL MARKETING L P							
I-10587236922	COMPUTER MONITOR - PAUL PCAA	R	6/06/2022	242.71		236759		242.71
	*** VENDOR TOTALS ***					1 CHECKS		242.71
000605	DEMCO INC							
I-7126563	JACKET COVERS/LABELS-KL	E	6/08/2022	360.70		004896		
I-7131603	BOOK TAPE - KL	E	6/08/2022	78.68		004896		439.38
	*** VENDOR TOTALS ***					1 CHECKS		439.38
008816	DEPARTMENT OF VETERANS AFFAIRS							
I-AFD24028	MOTOR VEHICLE INSURANCE PD-FD	R	6/06/2022	780.10		236760		780.10
	*** VENDOR TOTALS ***					1 CHECKS		780.10
011468	AMANDA DERHEIM							
I-AFD15681	REFUND	R	6/06/2022	879.00		236761		879.00
	*** VENDOR TOTALS ***					1 CHECKS		879.00
000843	THE DES MOINES REGISTER							
I-0004601451	04/2022 LEGAL PUBLICATIONS	E	6/08/2022	3,964.28		004901		3,964.28
	*** VENDOR TOTALS ***					1 CHECKS		3,964.28

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000160	DES MOINES WATER WORKS							
I-000156	5/10/22 5/10/2022 STATEMENT	R	6/06/2022	30,630.79		236762		30,630.79
			***	VENDOR TOTALS ***		1	CHECKS	30,630.79
001327	GL ANKENY LLC							
I-141637	DOW UNIT #935 PARTS	R	6/06/2022	167.02		236763		167.02
			***	VENDOR TOTALS ***		1	CHECKS	167.02
000161	DEWEY FORD INC							
C-CM585172	FOW CR: UNIT #64 CONTROL	R	6/06/2022	99.00CR		236764		
I-585172	FOW UNIT #64 CONTROL/FAN	R	6/06/2022	260.25		236764		
I-585417	FOW UNIT #64 CONTROL	R	6/06/2022	72.38		236764		
I-585621	FOW UNIT #112 CLUTCH	R	6/06/2022	293.75		236764		527.38
			***	VENDOR TOTALS ***		1	CHECKS	527.38
008329	DEXTER PUMP SERVICES LLC							
I-4843INV	PUMP STARTUP-PRSC	R	6/06/2022	1,215.00		236765		1,215.00
			***	VENDOR TOTALS ***		1	CHECKS	1,215.00
011431	DINNER DELIGHTS							
I-05/19/2022	DINNER DELIGHTS CLASS	R	6/06/2022	1,416.00		236766		1,416.00
			***	VENDOR TOTALS ***		1	CHECKS	1,416.00
000934	DITCH WITCH - IOWA INC							
I-S24483	TX DIRECT - PW	R	6/06/2022	519.82		236767		519.82
			***	VENDOR TOTALS ***		1	CHECKS	519.82
004568	DOLL DISTRIBUTING LLC							
I-1004158	ALCOHOL FOR RESALE-OC	E	6/08/2022	1,960.30		004926		
I-1004375	ALCOHOL FOR RESALE-HAWKEYE	E	6/08/2022	498.10		004926		
I-1006788	ALCOHOL FOR RESALE-HAWKEYE	E	6/08/2022	692.50		004926		
I-1008610	ALCOHOL FOR RESALE-OC	E	6/08/2022	1,448.25		004926		
I-1011301	BEVERAGES FOR RESALE-HAWKEYE	E	6/08/2022	386.10		004926		
I-158085	ALCOHOL FOR RESALE - OC	E	6/08/2022	955.15		004926		5,940.40
			***	VENDOR TOTALS ***		1	CHECKS	5,940.40
002143	DOORS INC							
I-319623	REPLACE NORTON -PRSC	E	6/08/2022	495.00		004912		495.00
			***	VENDOR TOTALS ***		1	CHECKS	495.00
000299	DRA PROPERTIES LC							
I-RES#2018-343	SDWLK SDWLK OVR SZ EST PRAIRIE TRL P7	R	6/06/2022	694.00		236768		694.00
			***	VENDOR TOTALS ***		1	CHECKS	694.00

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010726	PAUL A DRAKE							
I-2298	NAME PLATE DECAL - COMM DEV	E	6/08/2022	10.00		004975		
I-2301	NAME PLATE HOLDERS - COMM DEV	E	6/08/2022	150.00		004975		160.00
	*** VENDOR TOTALS ***					1 CHECKS		160.00
000988	EARL MAY SEED & NURSERY							
I-00040472	TREES - MU	R	6/06/2022	1,993.00		236769		1,993.00
	*** VENDOR TOTALS ***					1 CHECKS		1,993.00
004995	ECHO GROUP INC							
I-S009505539.001	HIGH INTERRUPT FUSE-PW	E	6/08/2022	64.44		004930		64.44
	*** VENDOR TOTALS ***					1 CHECKS		64.44
007636	EDGE COMMERCIAL LLC							
I-RTNG-ANKENY PSB	RTNG-ANK PUBLIC SVCS LIB RMDL	R	6/06/2022	196,866.60		236770		196,866.60
	*** VENDOR TOTALS ***					1 CHECKS		196,866.60
006319	EDWARD DON AND COMPANY							
I-28456428	FOOD/SUPPLIES FOR RESALE	R	6/06/2022	435.57		236771		
I-28490078	FOOD/SUPPLIES FOR RESALE-OC	R	6/06/2022	508.35		236771		943.92
	*** VENDOR TOTALS ***					1 CHECKS		943.92
001411	ELECTRIC PUMP							
I-0896386-IN	CRESTBRUCK SPLASH PAD SVC-PKM	E	6/08/2022	259.25		004905		259.25
	*** VENDOR TOTALS ***					1 CHECKS		259.25
000186	ELECTRONIC ENGINEERING							
I-114002141-1	RADIO	E	6/08/2022	1,368.38		004886		
I-114002141-1B	NEW RADIOS	E	6/08/2022	1,368.38		004886		
I-114002141-1C	NEW RADIOS	E	6/08/2022	1,367.38		004886		4,104.14
	*** VENDOR TOTALS ***					1 CHECKS		4,104.14
003443	EMBARKIT INC							
I-60237	CABLE SYSTEM REPAIR - PD	E	6/08/2022	225.00		004922		225.00
	*** VENDOR TOTALS ***					1 CHECKS		225.00
011454	ENCORE DANCE ACADEMY							
I-04/2022-05/2022	FY 22 ENCORE APR-MAY	E	6/08/2022	4,372.40		004982		4,372.40
	*** VENDOR TOTALS ***					1 CHECKS		4,372.40
005478	EXCEL MECHANICAL COMPANY INC							
I-153185	ROOF DRAIN REPAIR - PD	E	6/08/2022	910.18		004936		
I-153279	COMPRESSOR REPLCMNT - FS1	E	6/08/2022	914.00		004936		
I-153308	INSTALL/REPLACE MINISPLIT-PRAC	E	6/08/2022	5,812.00		004936		7,636.18
	*** VENDOR TOTALS ***					1 CHECKS		7,636.18

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008544	EXCLAIMER LTD							
I-1000724	4/5/22-16/5/23 SIGN MGR	R	6/06/2022	564.00		236772		564.00
			*** VENDOR TOTALS ***			1 CHECKS		564.00
010716	FINANCIAL CONSULTING SOLUTIONS							
I-3498-22205042	5/20/22 WTR/SWR RATE STUDY	E	6/08/2022	5,767.50		004974		5,767.50
			*** VENDOR TOTALS ***			1 CHECKS		5,767.50
008513	FREELAND CORPORATION							
I-221562	PAPER - P&R	E	6/08/2022	222.77		004953		222.77
			*** VENDOR TOTALS ***			1 CHECKS		222.77
009039	FINDAWAY WORLD LLC							
I-389492	MULTIMEDIA - KL	R	6/06/2022	129.73		236773		
I-389570	MULTIMEDIA - KL	R	6/06/2022	83.44		236773		
I-389867	MULTIMEDIA-KL	R	6/06/2022	161.97		236773		375.14
			*** VENDOR TOTALS ***			1 CHECKS		375.14
011234	FIRE SERVICE TRAINING BUREAU							
I-221615	INVST -TYSON HOOD	R	6/06/2022	50.00		236774		
I-221645	FO2-JEFFREY WELLS	R	6/06/2022	50.00		236774		
I-221661	FF1-MOLLY HINCHLIFF	R	6/06/2022	50.00		236774		
I-221735	FO2 -J.SHERZAN	R	6/06/2022	50.00		236774		200.00
			*** VENDOR TOTALS ***			1 CHECKS		200.00
006511	THE PAPER CORPORATION							
I-612909	COFFEE SERVICES - CH	R	6/06/2022	49.00		236775		49.00
			*** VENDOR TOTALS ***			1 CHECKS		49.00
007648	DAIOHS USA INC							
I-611312	COFFEE SERVICES - PW	E	6/08/2022	82.50		004947		82.50
			*** VENDOR TOTALS ***			1 CHECKS		82.50
006979	BECKY FORD							
I-05/19/2022 BOOTS	05/2022 BOOTS	E	6/08/2022	140.00		004986		140.00
			*** VENDOR TOTALS ***			1 CHECKS		140.00
002078	FOTH & VAN DYKE LLC							
I-66017 #24	PAY 24-W1ST WDNG/IMP PH1	E	6/08/2022	35,283.97		004911		
I-77744 #2	PAY 2-N 4MILE CRK TRUNK SWR	E	6/08/2022	10,883.60		004911		46,167.57
			*** VENDOR TOTALS ***			1 CHECKS		46,167.57
002635	FUN EXPRESS LLC							
I-716649364-01	WANDS/CROWNS-AC	R	6/06/2022	56.68		236776		56.68
			*** VENDOR TOTALS ***			1 CHECKS		56.68

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003712	GALLS, LLC							
I-020899890	SCABBARD/BAG/CHAIN/WHISLTLE-PD	R	6/06/2022	567.69		236777		
I-020976204	BATON - PD	R	6/06/2022	141.60		236777		
I-021023570	UNIFORMS - PD	R	6/06/2022	624.62		236777		
I-021035122	BATON - PD	R	6/06/2022	283.20		236777		
I-021068957	MOHLENCAMP UNIFORM - PD	R	6/06/2022	667.12		236777		
I-021068960	FORREST FROMM UNIFORM-PD	R	6/06/2022	451.45		236777		
I-021069053	NAMEPLATE - PD	R	6/06/2022	21.08		236777		
I-021069055	LETTERING - PD	R	6/06/2022	19.90		236777		
I-021069056	LETTERING - PD	R	6/06/2022	19.90		236777		
I-021069057	NAMEPLATE - PD	R	6/06/2022	21.08		236777		
I-021069058	NAMEPLATE - PD	R	6/06/2022	21.08		236777		
I-021069065	LETTERING - PD	R	6/06/2022	37.69		236777		
I-021102607	EYELET - PD	R	6/06/2022	25.99		236777		
I-021102635	TONY CHRISTOPH VEST - PD	R	6/06/2022	989.00		236777		
I-021146355	UNIFORMS -FD	R	6/06/2022	468.00		236777		
I-021164445	UNIFORMS - FD	R	6/06/2022	86.80		236777		4,446.20
	*** VENDOR TOTALS ***					1 CHECKS		4,446.20
009366	GEMPLER'S INC							
I-INV0004498268	SFTY GLASSES/PNTS/JCKT-OC	E	6/08/2022	239.89		004962		239.89
	*** VENDOR TOTALS ***					1 CHECKS		239.89
011387	GINGERICH WELL & PUMP SERVICE,							
I-PAY 2-WELL7/ASR3	PAY 2-WELL7/ASR3-BID PKG1-CON	R	6/06/2022	474,840.40		236778		474,840.40
	*** VENDOR TOTALS ***					1 CHECKS		474,840.40
004208	GLOCK PROFESSIONAL INC							
I-TRP/100161758	ARMORER COURSE-ARENDSE	R	6/06/2022	250.00		236779		
I-TRP/100163454	ARMORER'S COURSE REGISTER-PD	R	6/06/2022	250.00		236779		
I-TRP/100164879	ARMORER COURSE-DYER	R	6/06/2022	250.00		236779		
I-TRP/100164951	ARMORER COURSE-BOWERSOX	R	6/06/2022	250.00		236779		1,000.00
	*** VENDOR TOTALS ***					1 CHECKS		1,000.00
002573	GOODE GREENHOUSES							
I-1-11954-01	FLOWER BED PLANTS	R	6/06/2022	1,508.96		236780		1,508.96
	*** VENDOR TOTALS ***					1 CHECKS		1,508.96
000227	GRAINGER							
C-9318867141	CR:PROXIMITY SENSOR -PW	E	6/08/2022	298.92CR		004887		
I-9291257393	CABLE TIES - MU	E	6/08/2022	122.10		004887		
I-9309025709	GREASE - OCM	E	6/08/2022	58.83		004887		
I-9311411731	PRAC HEATER PARTS - PK MAINT	E	6/08/2022	166.98		004887		
I-9317084409	TRAIL COUNTER HOUSING - PKM	E	6/08/2022	13.52		004887		
I-9318043388	E-STOP PUSH BUTTON - MU	E	6/08/2022	49.48		004887		
I-9318380715	PROXIMITY SENSOR - PW	E	6/08/2022	298.92		004887		410.91
	*** VENDOR TOTALS ***					1 CHECKS		410.91

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008737	TRAVIS GRANDGEORGE							
I-05/02/2022 MEAL	5/2/22 MEAL REIMBURSEMENT	R	6/06/2022	12.79		236781		12.79
			*** VENDOR TOTALS ***			1 CHECKS		12.79
009893	GRAPHITE CONSTRUCTION GROUP, I							
I-PAY 19-ANK SR CTR	PAY 19-ANKENY SENIOR CENTER	E	6/08/2022	202,712.95		004966		202,712.95
			*** VENDOR TOTALS ***			1 CHECKS		202,712.95
009680	GRASS MASTERS LLC							
I-26922	AERATION- OC M	R	6/06/2022	2,873.70		236782		2,873.70
			*** VENDOR TOTALS ***			1 CHECKS		2,873.70
000229	GRAYBAR ELECTRIC CO INC							
I-9326743774	MTG BOX/CAT 6 CONNECTOR - IT	R	6/06/2022	16.71		236783		16.71
			*** VENDOR TOTALS ***			1 CHECKS		16.71
006348	GRAZIANO BROTHERS INC							
I-215823	FOOD FOR RESALE-OC	E	6/08/2022	259.00		004941		
I-217403	FOOD FOR RESALE - OC	E	6/08/2022	250.70		004941		509.70
			*** VENDOR TOTALS ***			1 CHECKS		509.70
004543	GREATER DES MOINES CONVENTION							
I-FY22 #4	FY22 #4 HOTEL/MOTEL CONTRIBTN	E	6/08/2022	89,328.42		004925		89,328.42
			*** VENDOR TOTALS ***			1 CHECKS		89,328.42
009580	ALEXIA GRGURICH							
I-05/17/2022	05/17/2022 MILEAGE REIMBRSMNT	E	6/08/2022	22.12		004995		22.12
			*** VENDOR TOTALS ***			1 CHECKS		22.12
009215	GROVE DEVELOPMENT LLC							
I-RES#2020-122 SDWLK	SDWLK OVRSZG THE GROVE PLAT 6	R	6/06/2022	683.50		236784		683.50
			*** VENDOR TOTALS ***			1 CHECKS		683.50
005159	JOHN GUZMAN III							
I-05/2022 UNIFORMS	05/2022 UNIFORM REIMBSMNT	R	6/06/2022	135.30		236785		135.30
			*** VENDOR TOTALS ***			1 CHECKS		135.30
000691	OMG MIDWEST, INC							
I-1705021	LANDSCAPE ROCK- CFAC	E	6/08/2022	288.75		004898		288.75
			*** VENDOR TOTALS ***			1 CHECKS		288.75
005993	HANDLEY LAW FIRM							
I-5/23/2022	APRIL 2022 SERVICES - PD	E	6/08/2022	6,780.00		004940		6,780.00
			*** VENDOR TOTALS ***			1 CHECKS		6,780.00

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009504	AMANDA HANSON							
I-05/2022 FITNESS	05/2022 FITNESS REIMBURSEMENT	E	6/08/2022	52.47		004993		52.47
			*** VENDOR TOTALS ***			1 CHECKS		52.47
007687	HAPPE HOMES LLP							
I-RES# 2018-163	SDWLK OVRSZ-TRESTLE RDG EST P2	R	6/06/2022	546.00		236786		546.00
			*** VENDOR TOTALS ***			1 CHECKS		546.00
001815	HAWKEYE TRUCK EQUIPMENT							
I-153398	UNIT #303 #314 LED MINI LIGHTS	R	6/06/2022	450.00		236787		450.00
			*** VENDOR TOTALS ***			1 CHECKS		450.00
001978	HAWKINS INC							
I-6182252	TUBING - MU	R	6/06/2022	579.50		236788		
I-6193655	AZONE 15 - MU	R	6/06/2022	439.56		236788		1,019.06
			*** VENDOR TOTALS ***			1 CHECKS		1,019.06
008069	HENDERSON PRODUCTS INC							
I-357297	CYLINDERS - PW	R	6/06/2022	943.97		236789		943.97
			*** VENDOR TOTALS ***			1 CHECKS		943.97
005531	HR GREEN INC							
I-152410 #2	PAY 2-ORALBR GTWY TRL/STATE UN	E	6/08/2022	69,475.00		004937		
I-152413 #10	PAY 10-NE36TH RECON I35-4M DR	E	6/08/2022	24,295.65		004937		
I-152543	WALKABILITY STUDY - FINAL	E	6/08/2022	1,552.90		004937		95,323.55
			*** VENDOR TOTALS ***			1 CHECKS		95,323.55
000959	PAUL HUBBARD							
I-04/2022-05/2022	FY 22 APR-MAY PARKOUR	R	6/06/2022	1,508.00		236790		1,508.00
			*** VENDOR TOTALS ***			1 CHECKS		1,508.00
001904	HUBBELL HOMES							
I-RES# 2016-276	SDWLK OVRSZG-HERITAGE PK P1	R	6/06/2022	1,386.00		236791		1,386.00
			*** VENDOR TOTALS ***			1 CHECKS		1,386.00
005515	BRIAN W HUGGINS							
I-05/12/2022 MEALS	4/26-5/2/22 MEAL REIMBURSEMENT	R	6/06/2022	27.43		236792		27.43
			*** VENDOR TOTALS ***			1 CHECKS		27.43
011473	HEATHER HUGHES							
I-05212022-HH	5/21/22 DAMAGE DEPOSIT REFUND	R	6/06/2022	100.00		236793		100.00
			*** VENDOR TOTALS ***			1 CHECKS		100.00

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010133	HUNDEN STRATEGIC PARTNERS, INC							
I-11689	SPORTS FEASIBILITY STUDY	E	6/08/2022	1,000.00		004971		1,000.00
			*** VENDOR TOTALS ***			1 CHECKS		1,000.00
000253	HY-VEE INC							
I-5864966813	FOOD FOR EVENT - FD	R	6/06/2022	198.84		236794		
I-5864998148	WATER FOR EVENT-FD	R	6/06/2022	10.00		236794		
I-5865012152	SANDWICH - FD	R	6/06/2022	15.92		236794		224.76
			*** VENDOR TOTALS ***			1 CHECKS		224.76
000283	HY-VEE INC							
I-5/3-8/18 JM	MOHLENCAMP MEALS - PD	R	6/06/2022	2,121.12		236795		
I-5/3-8/18/22 FF	FROMM MEALS - PD	R	6/06/2022	2,121.12		236795		4,242.24
			*** VENDOR TOTALS ***			1 CHECKS		4,242.24
005974	IASRO							
I-22-113	CONFERENCE REG-K. MILLER	R	6/06/2022	125.00		236796		125.00
			*** VENDOR TOTALS ***			1 CHECKS		125.00
006850	CAPSTAR RADIO OPERATING COMPAN							
I-8818658390	ADVERTISING -OC PRO	R	6/06/2022	1,166.67		236797		1,166.67
			*** VENDOR TOTALS ***			1 CHECKS		1,166.67
008906	IMAGE TREND INC							
I-135306	APRIL 2022 BILLING BRIDGE -FD	E	6/08/2022	1,180.35		004957		1,180.35
			*** VENDOR TOTALS ***			1 CHECKS		1,180.35
011460	INTEGRITY WEALTH MANAGEMENT							
I-04272022-IWM	DAMAGE DEPOSIT REFUND	R	6/06/2022	100.00		236798		100.00
			*** VENDOR TOTALS ***			1 CHECKS		100.00
000407	INTERSTATE ALL BATTERY CENTER							
I-1925901006230	BATTERIES - FD	R	6/06/2022	144.45		236799		144.45
			*** VENDOR TOTALS ***			1 CHECKS		144.45
000266	INTERSTATE BATTERY SYSTEM							
I-40208867	BATTERIES - CG	E	6/08/2022	292.68		004888		
I-709072	UNIT #203 BATTERIES	E	6/08/2022	365.90		004888		658.58
			*** VENDOR TOTALS ***			1 CHECKS		658.58
002623	INTERSTATE INDUSTRIAL INSTRUME							
I-219519	ECOSMART 44 LITER QUAD GAS-MU	R	6/06/2022	261.00		236800		261.00
			*** VENDOR TOTALS ***			1 CHECKS		261.00

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002929	INTERSTATE POWER SYSTEMS INC							
I-C012075162:01	UNIT #132 PARTS	R	6/06/2022	895.57		236801		
I-C012075178:01	UNIT #132 PARTS	R	6/06/2022	102.40		236801		
I-R012082249:01	GENERATOR REPAIRS-CH	R	6/06/2022	836.61		236801		1,834.58
	*** VENDOR TOTALS ***					1 CHECKS		1,834.58
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4371861	ALCOHOL FOR RESALE-OC	R	6/06/2022	876.50		236802		
I-W-4378840	ALCOHOL FOR RESALE-OC	R	6/06/2022	1,738.95		236802		
I-W-4379188	ALCOHOL FOR RESALE -HAWKEYE	R	6/06/2022	579.20		236802		
I-W-4384911	ALCOHOL FOR RESALE-HAWKEYE	R	6/06/2022	543.00		236802		
I-W-4385146	ALCOHOL FOR RESALE-OC	R	6/06/2022	1,253.55		236802		4,991.20
	*** VENDOR TOTALS ***					1 CHECKS		4,991.20
009620	IOWA DEPARTMENT OF HUMAN SERVI							
I-06 2022	JUNE 2022 STATE SHARE GEMT	E	6/08/2022	13,339.85		004965		13,339.85
	*** VENDOR TOTALS ***					1 CHECKS		13,339.85
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0008678	TRASH BAGS - MU	R	6/06/2022	353.30		236803		
I-CI-0008756	THERMAL PAPER - PD	R	6/06/2022	381.60		236803		
I-CI-0009042	LED LIGHTS - PW	R	6/06/2022	467.58		236803		
I-PCC LEVELII-WSTBRG	PCC LEVEL II RECERT-T.WESTBERG	R	6/06/2022	120.00		236803		1,322.48
	*** VENDOR TOTALS ***					1 CHECKS		1,322.48
005188	IOWA FINANCE AUTHORITY							
I-D0569R 06/01/22	2021B WATER REV BONDS-P&I	D	6/01/2022	129,507.28		001947		129,507.28
	*** VENDOR TOTALS ***					1 CHECKS		129,507.28
007095	CATHOLIC HEALTH INITIATIVES							
I-2/16/22	2/16/22 SVCS - NELSON CASTRO	R	6/06/2022	473.00		236804		473.00
	*** VENDOR TOTALS ***					1 CHECKS		473.00
007091	IOWA LAW ENFORCEMENT ACADEMY							
I-320879	FROMM/MOHLENCAMP ACADEMY	R	6/06/2022	14,200.00		236805		14,200.00
	*** VENDOR TOTALS ***					1 CHECKS		14,200.00
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV82522	FY20 411 MED DED APRIL	R	6/06/2022	45.70		236806		
I-INV82523	FY22 411 MED DED	R	6/06/2022	5,550.20		236806		
I-INV82524	FY20 LEGAL FEE MED DED APRIL	R	6/06/2022	616.00		236806		
I-INV82525	FY22 MED DED APRIL	R	6/06/2022	1,117.70		236806		7,329.60
	*** VENDOR TOTALS ***					1 CHECKS		7,329.60

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003226	IOWA ONE CALL							
I-240780	4/30/22 FTP - MU	E	6/08/2022	2,502.90		004920		
I-240959	4/27/22 EMAIL SERVICES	E	6/08/2022	254.70		004920		2,757.60
	*** VENDOR TOTALS ***					1 CHECKS		2,757.60
000272	IOWA PRISON INDUSTRIES							
I-032273	SIGNS - P&R	R	6/06/2022	198.33		236807		
I-371001	ILEA MENS SPRING/FALL/PANTS-PD	R	6/06/2022	230.00		236807		
I-371026	ILEA MENS SPRING/FALL - PD	R	6/06/2022	230.00		236807		658.33
	*** VENDOR TOTALS ***					1 CHECKS		658.33
005483	ANKENY SOCCER CLUB							
I-05042022-IRC	DAMAGE DEPOSIT REFUND	R	6/06/2022	100.00		236808		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
000644	IOWA SIGNAL INC							
I-5181	LIGHT UPGRADE-NE 54TH ST	R	6/06/2022	5,800.00		236809		5,800.00
	*** VENDOR TOTALS ***					1 CHECKS		5,800.00
001086	IOWA STATE UNIVERSITY							
I-2022 MPI-KLEMME	22 MUNICIPAL PROF INST-KLEMME	R	6/06/2022	128.00		236810		128.00
	*** VENDOR TOTALS ***					1 CHECKS		128.00
009698	IOWA TOTAL CARE							
I-AFD14212	GEMT REFUND	R	6/06/2022	295.99		236811		295.99
	*** VENDOR TOTALS ***					1 CHECKS		295.99
009937	SAFIAH ELAHI							
I-001-P23-5/2022	TRAFFIC COUNTS 4/1-5/10/22	R	6/06/2022	2,900.00		236812		2,900.00
	*** VENDOR TOTALS ***					1 CHECKS		2,900.00
001534	IRON MOUNTAIN RECORDS							
I-GMLV984	SHREDDING SERVICES-FD	R	6/06/2022	276.16		236813		276.16
	*** VENDOR TOTALS ***					1 CHECKS		276.16
009276	J & M GOLF INC							
I-0649961-IN	STOCK MERCH FOR RESALE-OC	R	6/06/2022	106.84		236814		106.84
	*** VENDOR TOTALS ***					1 CHECKS		106.84
011458	MONTE JAACKS							
I-05/05/2022	BOOTS REIMBURSEMENT	E	6/08/2022	117.69		004999		117.69
	*** VENDOR TOTALS ***					1 CHECKS		117.69

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000200	JAMAR TECHNOLOGIES INC							
I-0056844	TRAFFIC RECORDER - PD	R	6/06/2022	5,239.00		236815		5,239.00
	*** VENDOR TOTALS ***					1 CHECKS		5,239.00
007827	JEO CONSULTING GROUP INC							
I-200170.01 #12	PAY 12-SE 3RD ST IMP PH1	E	6/08/2022	2,417.50		004949		
I-201512.00 #10	PAY 10-DELAWARE AVE HMA WDNG	E	6/08/2022	5,796.25		004949		8,213.75
	*** VENDOR TOTALS ***					1 CHECKS		8,213.75
003628	JERICO SERVICES INC							
I-0084096-IN	DUST CONTROL -PW	R	6/06/2022	6,250.00		236816		6,250.00
	*** VENDOR TOTALS ***					1 CHECKS		6,250.00
010070	JERRY'S HOMES INC.							
I-RES# 2019-135	SDWLK OVRSZG-NORTHGATE PLT 4	R	6/06/2022	1,302.00		236817		1,302.00
	*** VENDOR TOTALS ***					1 CHECKS		1,302.00
009226	CHAD JOCHEMS							
I-01/2022 TUITION	01/2022 TUITION REIMBURSEMENT	E	6/08/2022	611.00		004960		611.00
	*** VENDOR TOTALS ***					1 CHECKS		611.00
006326	JOHNSON BROTHERS OF IOWA							
I-1687353	ALCOHOL FOR RESALE - OC	R	6/06/2022	127.20		236818		
I-1687354	ALCOHOL FOR RESALE - OC	R	6/06/2022	458.70		236818		
I-1687355	BEVERAGES FOR RESALE - OC	R	6/06/2022	111.30		236818		
I-1691475	ALCOHOL FOR RESALE -OC	R	6/06/2022	458.70		236818		
I-1691476	BEVERAGES FOR RESALE-OC	R	6/06/2022	37.10		236818		1,193.00
	*** VENDOR TOTALS ***					1 CHECKS		1,193.00
000693	KBC, INC							
I-7122563A	TANKLESS WATER HEATER-AC	E	6/08/2022	1,843.40		004899		1,843.40
	*** VENDOR TOTALS ***					1 CHECKS		1,843.40
000292	KARL CHEVROLET INC							
I-ZZCS59274	UNIT #74 UPLIFTING	R	6/06/2022	14,852.14		236819		14,852.14
	*** VENDOR TOTALS ***					1 CHECKS		14,852.14
000065	RENEWABLE ENERGY GROUP INC							
I-567897	4/26/22 87E10/DIESEL DYED	E	6/08/2022	28,715.04		004884		
I-568012A	5/04/22 87E10/DIESEL DYED	E	6/08/2022	16,422.20		004884		
I-568012B	5/4/22 87E10/DIESEL DYED	E	6/08/2022	12,993.88		004884		58,131.12
	*** VENDOR TOTALS ***					1 CHECKS		58,131.12

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008587	KINZLER CONSTRUCTION SERVICES							
I-2209596.0001	DOOR REPAIRS - FD	R	6/06/2022	151.50		236820		
I-2210430.0001	DOOR REPAIRS -FS3	R	6/06/2022	100.00		236820		251.50
	*** VENDOR TOTALS ***					1 CHECKS		251.50
000908	KIRKHAM MICHAEL & ASSOCIATES I							
I-92796 #6	PAY 6 WESTWINDS STRM SWR EXT	E	6/08/2022	18,496.57		004902		18,496.57
	*** VENDOR TOTALS ***					1 CHECKS		18,496.57
005733	KLINE ELECTRIC							
I-21-6135-ELE	ELECTRICAL PERMIT REFUND	R	6/06/2022	120.00		236821		120.00
	*** VENDOR TOTALS ***					1 CHECKS		120.00
010148	LA CROSSE SEED, LLC							
I-SI-2114036	MAT/SUN & SHADE MIX - MU	E	6/08/2022	676.00		004972		
I-SI-2114449	JUMP START/SUN/SHADE MIX-PW	E	6/08/2022	609.00		004972		
I-SI-2114460	FUTERRA MAT - MU	E	6/08/2022	224.00		004972		
I-SI-2114681	SUN & SHADE MIX - MU	E	6/08/2022	452.00		004972		1,961.00
	*** VENDOR TOTALS ***					1 CHECKS		1,961.00
002368	LAWSON PRODUCTS INC							
I-9309521235	KITS - CG	E	6/08/2022	184.68		004914		184.68
	*** VENDOR TOTALS ***					1 CHECKS		184.68
006742	LIQUIDSPRING LLC							
I-0048225-IN	ASY STRUT - AMBULANCES	R	6/06/2022	599.00		236822		599.00
	*** VENDOR TOTALS ***					1 CHECKS		599.00
004810	LOGAN CONTRACTORS SUPPLY							
I-A53941	BRUSH/EDGER/RESIN - PW	E	6/08/2022	374.71		004929		
I-A55952	SLIM LINE - PW	E	6/08/2022	557.10		004929		931.81
	*** VENDOR TOTALS ***					1 CHECKS		931.81
000470	LUMEN							
I-292787624	4/12/22-5/11/22 STATEMENT	E	6/08/2022	690.21		004893		690.21
	*** VENDOR TOTALS ***					1 CHECKS		690.21
002207	MANATTS INC							
I-5058591	5/6/22 C4WR C20	E	6/08/2022	558.00		004913		
I-5059535	5/11/22 D57-C20	E	6/08/2022	1,765.00		004913		
I-5059926	5/17/22 D57-C20	E	6/08/2022	1,469.00		004913		
I-5060398	5/19/22 D57 C20	E	6/08/2022	740.00		004913		4,532.00
	*** VENDOR TOTALS ***					1 CHECKS		4,532.00

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008131	MARTIN BROTHERS DISTRIBUTING C							
I-9491941	FOOD FOR RESALE - CFAC	E	6/08/2022	4,394.72		004951		
I-9491943	FOOD FOR RESALE-PRAC	E	6/08/2022	1,460.32		004951		
I-9497183	FOOD FOR RESALE - PRAC	E	6/08/2022	529.22		004951		6,384.26
	*** VENDOR TOTALS ***					1 CHECKS		6,384.26
001799	MARTIN MARIETTA AGGREGATE							
I-35263552	4/28/22 1" CLEAN	R	6/06/2022	912.34		236823		
I-35289645	4/30/22 1" CLEAN	R	6/06/2022	825.91		236823		1,738.25
	*** VENDOR TOTALS ***					1 CHECKS		1,738.25
009346	MARY'S CLEANING CARE INC							
I-30702	MAY CLEANINGS-LAKESIDE CENTER	R	6/06/2022	1,250.00		236824		
I-30703	MAY CLEANING - OED	R	6/06/2022	600.00		236824		1,850.00
	*** VENDOR TOTALS ***					1 CHECKS		1,850.00
001671	MCC IOWA LLC							
I-06/01/22-06/30/22	06/01/22-06/30/22 DEDICATE INT	R	6/06/2022	500.00		236825		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
001864	MEDIX OCCUPATIONAL HEALTH SERV							
I-24412	APRIL 2022 SERVICES	E	6/08/2022	469.00		004907		469.00
	*** VENDOR TOTALS ***					1 CHECKS		469.00
004747	MENARDS							
C-66657	SPLASH BLOCK -OCM	R	6/06/2022	9.99CR		236826		
C-66872	DUAL TRK STNDRD/BRCK/SHLF-KL	R	6/06/2022	96.98CR		236826		
I-66656	CONCRETE SPLASH BLOCK -OCM	R	6/06/2022	19.98		236826		
I-67105	FIREARMS TRAILER HARDWARE - PD	R	6/06/2022	122.13		236826		
I-67350	CPLNG/BRUSH/PLUG/SOLDER-MU	R	6/06/2022	43.43		236826		
I-67363	PRAC ELECTRICAL PANEL - PKM	R	6/06/2022	47.99		236826		
I-67404	PICTURE HANGER - KL	R	6/06/2022	11.97		236826		
I-67415	LIGHT/GALV STRAP/WIRE STRIP-MU	R	6/06/2022	77.74		236826		
I-67416	TARP/WRNCH/PLIER/FOAM/BLT-PKS	R	6/06/2022	75.56		236826		
I-67455	MIX/MEASURE/MIXER - KL	R	6/06/2022	11.39		236826		
I-67456	EDGER/TROWEL - KL	R	6/06/2022	11.97		236826		
I-67458	MARKING PAINT BLUE-OC	R	6/06/2022	18.54		236826		
I-67514	EARMUFFS - PARK MAINT	R	6/06/2022	20.49		236826		
I-67520	RAKE/SCOOP -OC	R	6/06/2022	43.07		236826		
I-67521	HERCULINER/BRUSH - MU	R	6/06/2022	61.95		236826		
I-67535	PAIL/SCWDRVR/TAPE/KNF/IRNHD-MU	R	6/06/2022	424.01		236826		
I-67537	RECIP BLADE - PD	R	6/06/2022	9.99		236826		
I-67589	PREM SURVEYORS VEST-CODE	R	6/06/2022	16.99		236826		
I-67726	CONDUIT/OUTLET/COVER/CPLR-MU	R	6/06/2022	54.62		236826		
I-67757	SCREWS/OSB -FD	R	6/06/2022	800.38		236826		
I-67762	TAPE MEASURE/CONCRETE MIX-MU	R	6/06/2022	10.44		236826		
I-67763	WELDABL/FLTR/BAGS/CORD-TRFC	R	6/06/2022	182.24		236826		
I-67773	BATTERIES/CNCTR - FD	R	6/06/2022	114.43		236826		

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I-67823	HOSE/BUG SOOTHER/DRY SHEETS-MU	R	6/06/2022	101.10		236826		
I-67833	DIAL SPRAY/RAKE FGL -PKS	R	6/06/2022	46.96		236826		
I-67869 05/12/22	TRCFL - FD	R	6/06/2022	62.72		236826		
I-67878	CONCRETE MIX/GAPS & CRACKS-MU	R	6/06/2022	14.72		236826		
I-67935	WELDABLE SHEET -FD	R	6/06/2022	5.59		236826		2,303.43
*** VENDOR TOTALS ***						1 CHECKS		2,303.43
007664	MERCY NORTH PHARMACY							
I-05/18/2022	EMS SUPPLIES - FD	R	6/06/2022	571.07		236827		
I-05/27/2022	EMS SUPPLIES - FD	R	6/06/2022	677.26		236827		1,248.33
*** VENDOR TOTALS ***						1 CHECKS		1,248.33
009296	MERRITT COMPANY INC							
I-62125	MAY CLEANINGS	R	6/06/2022	17,353.00		236828		
I-62126	TOWELS/SOAP - CH	R	6/06/2022	88.87		236828		
I-62127	JANITORIAL SUPPLIES - KL	R	6/06/2022	1,045.83		236828		18,487.70
*** VENDOR TOTALS ***						1 CHECKS		18,487.70
005317	MID AMERICAN SIGNAL INC							
I-21-611A	KINETIC SIGNALS - MAS	E	6/08/2022	150,000.00		004935		
I-21-611B	KINETIC SIGNALS - MAS	E	6/08/2022	11,929.40		004935		161,929.40
*** VENDOR TOTALS ***						1 CHECKS		161,929.40
004772	MID-IOWA SOLID WASTE EQUIPMENT							
I-56601	LEADER HOSE - MU	E	6/08/2022	176.71		004928		176.71
*** VENDOR TOTALS ***						1 CHECKS		176.71
000271	MIDAMERICAN ENERGY COMPANY							
I-FY22#12 1695158009	05/13/22 STATEMENT	E	6/08/2022	98,198.26		004889		98,198.26
*** VENDOR TOTALS ***						1 CHECKS		98,198.26
008616	MIDAMERICAN ENERGY COMPANY							
I-WMIS #2822684	STREET LIGHT INSTALLATION	R	6/06/2022	105,359.41		236829		105,359.41
*** VENDOR TOTALS ***						1 CHECKS		105,359.41
008058	CTB MIDWEST INC							
I-1797789 RI	BEARING UNIT #861 - OC	E	6/08/2022	16.90		004950		16.90
*** VENDOR TOTALS ***						1 CHECKS		16.90
000945	MIDWEST WHEEL COMPANIES							
I-2792875-00	UNIT #303 #313 RED LABEL	R	6/06/2022	768.36		236830		
I-2798791-00	UNIT #277 SPRING BRAKE	R	6/06/2022	188.34		236830		
I-2802298-00	UNIT #132 PULLEY BEARING	R	6/06/2022	426.56		236830		1,383.26
*** VENDOR TOTALS ***						1 CHECKS		1,383.26

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1 I-000202205248609	ALLEN, EUGENE US REFUND	R	6/06/2022	43.54		236891		43.54
1 I-000202205248601	ALLEN, SHARI US REFUND	R	6/06/2022	8.78		236892		8.78
1 I-000202205248628	ALVAREZ, MILAGROS US REFUND	R	6/06/2022	45.56		236893		45.56
1 I-000202205248637	ANDERSEN, CURTIS US REFUND	R	6/06/2022	74.97		236894		74.97
1 I-000202205248595	ANDERSON, KENNEDY US REFUND	R	6/06/2022	41.68		236895		41.68
1 I-000202205248614	BUCHANAN, TALEN US REFUND	R	6/06/2022	56.40		236896		56.40
1 I-000202205248626	BURK, TRAVIS US REFUND	R	6/06/2022	9.60		236897		9.60
1 I-000202205248605	BYRD, CHUCK US REFUND	R	6/06/2022	48.06		236898		48.06
1 I-000202205248620	COX, BRYCE US REFUND	R	6/06/2022	46.86		236899		46.86
1 I-000202205248624	DAHLQUIST, PATRICK US REFUND	R	6/06/2022	100.00		236900		100.00
1 I-000202205248621	DROST, KRISTEN US REFUND	R	6/06/2022	30.07		236901		30.07
1 I-000202205248636	FARVER, MAXWELL US REFUND	R	6/06/2022	30.86		236902		30.86
1 I-000202205248616	FEURING, MACKENZIE US REFUND	R	6/06/2022	48.15		236903		48.15
1 I-000202205248610	FISHER, JOHN US REFUND	R	6/06/2022	8.68		236904		8.68
1 I-000202205248597	FOOT & ANKLE CENTER US REFUND	R	6/06/2022	50.29		236905		50.29

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1	FORD, MEGAN							
I-000202205248611	US REFUND	R	6/06/2022	96.51		236906		96.51
1	FREE, KURTIS							
I-000202205248627	US REFUND	R	6/06/2022	84.82		236907		84.82
1	GLASGOW, ANGELA							
I-000202205248623	US REFUND	R	6/06/2022	39.10		236908		39.10
1	GRUVER, KYLE							
I-000202205248635	US REFUND	R	6/06/2022	93.54		236909		93.54
1	HAUGO, JOSH S							
I-000202205248613	US REFUND	R	6/06/2022	29.66		236910		29.66
1	HAYES, NORMAN							
I-000202205248600	US REFUND	R	6/06/2022	58.67		236911		58.67
1	HENRICHS, BECCA							
I-000202205248606	US REFUND	R	6/06/2022	100.00		236912		100.00
1	HOCKADAY, BRANDON							
I-000202205248622	US REFUND	R	6/06/2022	100.00		236913		100.00
1	JOSEPH, BENJAMIN							
I-000202205248617	US REFUND	R	6/06/2022	96.12		236914		96.12
1	KING, SCOTT							
I-000202205248612	US REFUND	R	6/06/2022	98.40		236915		98.40
1	LABARGE, JORDAN							
I-000202205248618	US REFUND	R	6/06/2022	100.00		236916		100.00
1	MADDISON, DREW							
I-000202205248631	US REFUND	R	6/06/2022	87.09		236917		87.09
1	MCALEXANDER, CAROLIN							
I-000202205248625	US REFUND	R	6/06/2022	50.72		236918		50.72
1	OLIVER, ROBERT W							
I-000202205248608	US REFUND	R	6/06/2022	100.00		236919		100.00
1	PERTZBORN, OLIVIA							
I-000202205248607	US REFUND	R	6/06/2022	99.87		236920		99.87

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1	PETERSON, EMILY							
I-000202205248630	US REFUND	R	6/06/2022	92.25		236921		92.25
1	PHILLIPS, TREVOR							
I-000202205248633	US REFUND	R	6/06/2022	87.09		236922		87.09
1	PRAIRIE RIDGE TOWNHO							
I-000202205248603	US REFUND	R	6/06/2022	25.89		236923		25.89
1	SAILE, MARK							
I-000202205248615	US REFUND	R	6/06/2022	97.81		236924		97.81
1	SANDRY, MEGAN							
I-000202205248629	US REFUND	R	6/06/2022	98.70		236925		98.70
1	SHERESH, RICHARD							
I-000202205248596	US REFUND	R	6/06/2022	55.89		236926		55.89
1	SNODDY, JACOB							
I-000202205248602	US REFUND	R	6/06/2022	6.64		236927		6.64
1	STERK, KATHERINE							
I-000202205248604	US REFUND	R	6/06/2022	54.79		236928		54.79
1	STONE, MADALYN							
I-000202205248599	US REFUND	R	6/06/2022	100.00		236929		100.00
1	TAYLOR, DEANTE							
I-000202205248619	US REFUND	R	6/06/2022	10.86		236930		10.86
1	WELBORN, SHAWN							
I-000202205248634	US REFUND	R	6/06/2022	31.35		236931		31.35
1	WHITNEY, ZACHARY							
I-000202205248598	US REFUND	R	6/06/2022	46.86		236932		46.86
1	YEE, JAMERA							
I-000202205248632	US REFUND	R	6/06/2022	58.45		236933		58.45
				*** VENDOR TOTALS ***		43 CHECKS		2,644.58
010987	JENNIFER J. MITCHELL							
I-COA-002	LIFEGUARD RECRUIT - APR 2022	R	6/06/2022	3,571.43		236831		3,571.43
				*** VENDOR TOTALS ***		1 CHECKS		3,571.43

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010051	MOBOTREX INC							
I-258167	RRFB SYSTEMS	E	6/08/2022	2,640.00		004968		2,640.00
			*** VENDOR TOTALS ***			1 CHECKS		2,640.00
002936	MARK D MOELLER							
I-05/04/2022 FUEL	5/4/22 FUEL REIMBURSEMENT	R	6/06/2022	9.76		236832		9.76
			*** VENDOR TOTALS ***			1 CHECKS		9.76
003393	MONAHAN PHOTOGRAPHIC ARTIST LC							
I-07-8424CM	STUDIO SESSION/PRINTS - COMM	R	6/06/2022	75.00		236833		75.00
			*** VENDOR TOTALS ***			1 CHECKS		75.00
007700	CARLA MOORE							
I-05/18/2022 BOOTS	5/18/22 BOOT REIMBURSEMENT	E	6/08/2022	140.00		004987		140.00
			*** VENDOR TOTALS ***			1 CHECKS		140.00
009375	MORGAN MCGREW							
I-5/25/2022	SUMMER LIBRARY VIDEO-COMM	R	6/06/2022	2,150.00		236834		2,150.00
			*** VENDOR TOTALS ***			1 CHECKS		2,150.00
006447	MSA PROFESSIONAL SERVICES INC							
I-R09085053.0-5 #15	PAY 15-NW 36TH/WEIGEL DR WTR	E	6/08/2022	32,040.00		004943		32,040.00
			*** VENDOR TOTALS ***			1 CHECKS		32,040.00
006756	MTI DISTRIBUTING INC							
I-1343313-00	CASTER WHEEL ASM - PRSC	R	6/06/2022	745.32		236835		
I-1343403-00	OIL/ROD/LINK DECK CNCT-OC M	R	6/06/2022	311.28		236835		
I-1343403-01	CONNECT -OC	R	6/06/2022	206.30		236835		
I-1344174-00	GEARBOX/NUT/WSHR/MNT/PRSC	R	6/06/2022	179.20		236835		1,442.10
			*** VENDOR TOTALS ***			1 CHECKS		1,442.10
000350	MUNICIPAL SUPPLY INC							
I-0830546-IN	PVC/ADS SOLID DOT - MU	R	6/06/2022	582.40		236836		
I-0830797-IN	PIPE TAPE - OC	R	6/06/2022	22.80		236836		
I-0831926-IN	BALL VALVE/NPPL - MU	R	6/06/2022	170.35		236836		
I-0832685-IN	COUPLING/CHECK VALVE - MU	R	6/06/2022	37.00		236836		
I-0832686-IN	FRAME/GRATE/ADHSVE-PW	R	6/06/2022	673.90		236836		
I-0833058-IN	COUPLING/VLV BOX - MU	R	6/06/2022	528.50		236836		
I-0834517-IN	PVC PIPE - OC	R	6/06/2022	86.40		236836		
I-0834631-IN	WATER METER SUPPLIES - MU	R	6/06/2022	642.40		236836		2,743.75
			*** VENDOR TOTALS ***			1 CHECKS		2,743.75
009252	LAURA MYERS							
I-22-01	POLYGRAPH EXAMS - PD	R	6/06/2022	600.00		236837		600.00
			*** VENDOR TOTALS ***			1 CHECKS		600.00

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003057	NAPA AUTO PARTS							
I-2986-684780	CORE DEPOSIT/BAT- M.PARK	R	6/06/2022	60.47		236838		
I-2986-684783	OIL FILTER - CG	R	6/06/2022	3.77		236838		
I-2986-684911	RTV SEALANT - CG	R	6/06/2022	7.99		236838		
I-2986-684951	FUSE HOLDER - CG	R	6/06/2022	13.99		236838		
I-2986-684952	PUSH BT - CG	R	6/06/2022	9.58		236838		
I-2986-685117	UNIT #112 REAR VIEW MIRROR	R	6/06/2022	109.99		236838		
I-2986-685194	CAPSULES -FD	R	6/06/2022	69.00		236838		
I-2986-685209	OIL FILTER - CG	R	6/06/2022	3.77		236838		
I-2986-685279	OIL FILTER - CG	R	6/06/2022	18.85		236838		
I-2986-685521	OIL FILTER - CG	R	6/06/2022	15.08		236838		
I-2986-685593	TRAILER WIRE ADAPTER - CG	R	6/06/2022	13.71		236838		
I-2986-685594	UNIT #307 AIR FILTER	R	6/06/2022	16.16		236838		
I-2986-685611	OIL FLTRS/AIR FLTRS - CG	R	6/06/2022	109.65		236838		
I-2986-685768	AIR FILTER - CG	R	6/06/2022	28.34		236838		
I-2986-685813	UNIT #123 CAPSULES	R	6/06/2022	17.99		236838		
I-2986-685922	2.5 DEF - MU	R	6/06/2022	31.54		236838		
I-2986-686123	UNIT #630 SPARK PLUG	R	6/06/2022	5.90		236838		535.78
	*** VENDOR TOTALS ***					1 CHECKS		535.78
008093	BARRY NORGAARD							
I-06/16/2022 BEATS	06/16/2022 BEATS AND EATS	R	6/06/2022	700.00		236839		700.00
	*** VENDOR TOTALS ***					1 CHECKS		700.00
010326	BRIAN M. NUSS							
I-05092215591	PENTAGON IMP SKT - MU	R	6/06/2022	24.45		236840		24.45
	*** VENDOR TOTALS ***					1 CHECKS		24.45
000367	O'HALLORAN INTERNATIONAL							
I-31P155612	ELEMENT/BATTERY/CORE - CG	E	6/08/2022	333.20		004890		
I-31S21387	REPAIRS TO #273	E	6/08/2022	2,672.74		004890		3,005.94
	*** VENDOR TOTALS ***					1 CHECKS		3,005.94
000837	O'REILLY AUTOMOTIVE INC							
I-0295-281168	UNIT #650 USB ADAPTOR	E	6/08/2022	17.99		004900		17.99
	*** VENDOR TOTALS ***					1 CHECKS		17.99
003727	ODP BUSINESS SOLUTIONS, LLC							
I-230491955002	PLANTRONICS -CODE ENF	R	6/06/2022	29.99		236841		
I-231565430002	INDEX WHITE -PW	R	6/06/2022	17.06		236841		
I-237865176001	BINDERS/STAPLER/INK/SUPS-KL	R	6/06/2022	138.51		236841		
I-238199542001	KEYBOARD TRAY - PD	R	6/06/2022	77.99		236841		
I-238804628001	POSTITS/PEN/INK/PAD-PW/CODE	R	6/06/2022	141.33		236841		
I-240041159001	TOWELS/PEN/TAPE - PD	R	6/06/2022	451.77		236841		
I-240504246002	CUPS -PW	R	6/06/2022	24.48		236841		
I-240674882001	PAPER/OFFICE SUPPLIES - KL	R	6/06/2022	444.55		236841		
I-241820768001	DATER - CODE ENF	R	6/06/2022	66.99		236841		
I-242302595001	DIVIDER/INK/ALCOHOL-COMDEV/COD	R	6/06/2022	70.23		236841		

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I-242304821001	GLASS CLEANER -MU	R	6/06/2022	11.99		236841		
I-242452715001	PAPER/UTENCILS - CH	R	6/06/2022	65.63		236841		
I-242721481001	OFFICE SUPPLIES - FD	R	6/06/2022	183.66		236841		
I-242915800001	DUST PAN - CH	R	6/06/2022	3.11		236841		
I-242917935001	PAPER/ENVELOPE/BROOM/BOX-CH	R	6/06/2022	64.96		236841		
I-243554268001	MISC SUPPLIES-CODE/PW	R	6/06/2022	235.32		236841		
I-246352312001	LMNTG ROLL/TAPE/WASTEBSKT-KL	R	6/06/2022	252.79		236841		2,280.36
*** VENDOR TOTALS ***						1 CHECKS		2,280.36
007878	OVERDRIVE INC							
I-06497C022161214	MULTIMEDIA - KL	R	6/06/2022	525.42		236842		
I-06497C022165653	MULTIMEDIA - KL	R	6/06/2022	150.00		236842		
I-06497C022167339	MULTIMEDIA - KL	R	6/06/2022	57.75		236842		733.17
*** VENDOR TOTALS ***						1 CHECKS		733.17
002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-30127653	BEVERAGES FOR RESALE-CFAC	E	6/08/2022	1,807.53		004917		
I-30127656	BEVERAGES FOR RESALE -PRAC	E	6/08/2022	1,224.90		004917		
I-32526552	BEVERAGES FOR RESALE -OC	E	6/08/2022	741.84		004917		
I-32762706	BEVERAGES FOR RESALE - OC	E	6/08/2022	690.97		004917		
I-34709708	BEVERAGES FOR RESALE - CFAC	E	6/08/2022	970.54		004917		
I-76159055	BEVERAGES FOR RESALE-OC	E	6/08/2022	841.74		004917		6,277.52
*** VENDOR TOTALS ***						1 CHECKS		6,277.52
009158	PERFORMANCE FOODSERVICE - THOM							
I-6969399	FOOD FOR RESALE - OC	R	6/06/2022	834.95		236843		
I-6971911	FOOD FOR RESALE-OC	R	6/06/2022	1,938.01		236843		
I-6971912	FOOD FOR RESALE - OC	R	6/06/2022	41.19		236843		2,814.15
*** VENDOR TOTALS ***						1 CHECKS		2,814.15
006580	SIOUX CITY TRUCK SALES INC							
I-PC112555473:01	UNIT #132 CONVERSION KIT	R	6/06/2022	665.72		236844		665.72
*** VENDOR TOTALS ***						1 CHECKS		665.72
005873	PFM FINANCIAL ADVISORS LLC							
I-120129	FINANCIAL ADVIS SERV-2022A	R	6/06/2022	49,850.00		236845		49,850.00
*** VENDOR TOTALS ***						1 CHECKS		49,850.00
011462	PHYSICIANS MUTUAL INSURANCE							
I-04022022-PMI	DAMAGE DEPOSIT REFUND	R	6/06/2022	100.00		236846		100.00
*** VENDOR TOTALS ***						1 CHECKS		100.00
003141	PIGOTT INC							
I-129805	DESK CHAIR - PD	R	6/06/2022	1,088.91		236847		1,088.91
*** VENDOR TOTALS ***						1 CHECKS		1,088.91

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002648	PIONEER MANUFACTURING COM							
I-INV838039	PAINT-PRSC	R	6/06/2022	5,691.00		236848		5,691.00
			*** VENDOR TOTALS ***			1 CHECKS		5,691.00
000384	PITNEY BOWES INC							
I-1020668300	2/27-5/29/22 RENTAL	E	6/08/2022	135.00		004891		135.00
			*** VENDOR TOTALS ***			1 CHECKS		135.00
009011	THE PITNEY BOWES RESERVE ACCOU							
I-06/22CH 20829776	POSTAGE METER REFILL CH	E	6/08/2022	2,500.00		004959		
I-5/27/2022	POSTAGE METER REFILL-PD	E	6/08/2022	3,000.00		004959		5,500.00
			*** VENDOR TOTALS ***			1 CHECKS		5,500.00
003387	PJ IOWA LC PAPA JOHN'S PIZZA							
I-153027	5/04/22 PIZZA HAWKEYE	R	6/06/2022	7.00		236849		
I-153039	5/09/22 PIZZA P&R	R	6/06/2022	7.00		236849		
I-153041	05/08/22 PIZZA HAWKEYE PK	R	6/06/2022	7.00		236849		
I-153045	05/10/22 PIZZA HAWKEYE PARK	R	6/06/2022	7.00		236849		
I-153047	5/12/22 PIZZA HAWKEYE	R	6/06/2022	7.00		236849		
I-153050	5/13/22 PIZZA -HAWKEYE	R	6/06/2022	35.00		236849		
I-153051	5/15/22 PIZZA HAWKEYE	R	6/06/2022	7.00		236849		
I-153054	5/16/22 PIZZA HAWKEYE	R	6/06/2022	7.00		236849		
I-155841	5/23/22 PIZZA HAWKEYE	R	6/06/2022	7.00		236849		
I-156942	5/17/22 PIZZA HAWKEYE	R	6/06/2022	7.00		236849		
I-156943	5/18/22 HAWKEYE PIZZA	R	6/06/2022	7.00		236849		
I-156944	5/18/22 PIZZA HAWKEYE	R	6/06/2022	7.00		236849		
I-156945	5/19/22 PIZZA HAWKEYE	R	6/06/2022	14.00		236849		
I-156946	5/12/22 PIZZA MIRACLE PARK	R	6/06/2022	7.00		236849		
I-156947	5/22/22 PIZZA HAWKEYE	R	6/06/2022	7.00		236849		
I-156948	5/18/22 PIZZA HAWKEYE	R	6/06/2022	7.00		236849		
I-156950	5/23/22 PIZZA P&R	R	6/06/2022	7.00		236849		154.00
			*** VENDOR TOTALS ***			1 CHECKS		154.00
000671	PLUMB SUPPLY COMPANY - DM							
I-8104791	PRAC PIPE CLEVIS SLIDE TWR-PKM	R	6/06/2022	12.78		236850		12.78
			*** VENDOR TOTALS ***			1 CHECKS		12.78
005176	POLK CITY FIRE & RESCUE DEPART							
I-APRIL 2022	APRIL CHANGE OF QUARTERS	E	6/08/2022	950.00		004933		950.00
			*** VENDOR TOTALS ***			1 CHECKS		950.00
003760	POLK COUNTY TREASURER							
I-B22-00322	BLOOD DRAW-A. VANDERLINDEN	R	6/06/2022	150.00		236851		150.00
			*** VENDOR TOTALS ***			1 CHECKS		150.00

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001119	POLK COUNTY TREASURER							
I-02/2022D REISSUE	200-00016-002-000 PROPERTY TAX	R	6/06/2022	2.00		236852		
I-02/2022E	8023-07-200-002 PROPERTY TAX	R	6/06/2022	50.00		236852		
I-03/2022A REISSUE	181-00001-002-125 PROPERTY TAX	R	6/06/2022	58.00		236852		
I-03/2022B REISSUE	181-00001-002-123 PROPERTY TAX	R	6/06/2022	8.00		236852		
I-03/2022C REISSUE	200-00084-000-000 PROPERTY TAX	R	6/06/2022	6.00		236852		
I-03/2022D REISSUE	181-00001-002-121 PROPERTY TAX	R	6/06/2022	9.00		236852		133.00
	*** VENDOR TOTALS ***					1 CHECKS		133.00
009386	POMP'S TIRE SERVICE, INC							
I-1400079620	UNIT #117 TIRES	E	6/08/2022	586.26		004963		
I-1400079933	FLAT REPAIR -PW	E	6/08/2022	41.00		004963		627.26
	*** VENDOR TOTALS ***					1 CHECKS		627.26
006790	POOLEQUIP LLC							
I-G-5419-1A	POOL EQUIPMENT-AC	R	6/06/2022	11,285.98		236853		
I-G-5419-1B	POOL EQUIPMENT-AC	R	6/06/2022	121.62		236853		11,407.60
	*** VENDOR TOTALS ***					1 CHECKS		11,407.60
005697	LUKE ROBERT GRAN							
I-919	PRESCRIBED BURN	R	6/06/2022	5,717.40		236854		5,717.40
	*** VENDOR TOTALS ***					1 CHECKS		5,717.40
005151	JULS DESIGN INC							
I-11960	P&R FLYER DESIGN - COMMUNICATE	E	6/08/2022	502.03		004932		502.03
	*** VENDOR TOTALS ***					1 CHECKS		502.03
001789	QUALITY TRAFFIC CONTROL INC							
I-9993	DETOUR SIGNING FOR HTT	R	6/06/2022	5,950.00		236855		5,950.00
	*** VENDOR TOTALS ***					1 CHECKS		5,950.00
008162	QUESTCDN.COM							
I-052002	APRIL 2022 PROJECT	R	6/06/2022	165.00		236856		165.00
	*** VENDOR TOTALS ***					1 CHECKS		165.00
000344	QUICK SUPPLY CO							
I-QSC148789	LANDFILL CAP SEEDING-PKS	R	6/06/2022	125.25		236857		
I-QSC149290	FUTERRA BLANKET/TURF STPLS-MU	R	6/06/2022	164.15		236857		289.40
	*** VENDOR TOTALS ***					1 CHECKS		289.40
006390	QUILL CORPORATION							
I-24699498	OFFICE SUPPLIES - P&R	R	6/06/2022	34.37		236858		
I-24889607	OFFICE SUPPLIES - P&R	R	6/06/2022	25.99		236858		
I-24954549	OFFICE SUPPLIES - P&R	R	6/06/2022	130.52		236858		
I-24984823	OFFICE SUPPLIES - P&R	R	6/06/2022	77.06		236858		267.94
	*** VENDOR TOTALS ***					1 CHECKS		267.94

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005557	RACOM CORPORATION							
I-RI-220366	EDACS/BEON ACCESS	E	6/08/2022	2,015.25		004938		
I-RI-220372	EDACS ACCESS - PD	E	6/08/2022	2,612.73		004938		4,627.98
	*** VENDOR TOTALS ***					1 CHECKS		4,627.98
003538	GET SOME GUNS, LLC							
I-20-692149	CHARLIE WEBSTER VEST - PD	R	6/06/2022	610.00		236859		
I-20-692162	BRICE VAN DRIMMELEN VEST-PD	R	6/06/2022	805.00		236859		
I-20-692271	SHAUN ASH UNIFORM - PD	R	6/06/2022	1,066.86		236859		
I-20-692295	FORREST FROMM UNIFORM-PD	R	6/06/2022	1,141.86		236859		
I-20-692296	JUSTIN MOHLENCAMP UNIFORM-PD	R	6/06/2022	1,141.86		236859		4,765.58
	*** VENDOR TOTALS ***					1 CHECKS		4,765.58
003960	RDG IA INC							
I-50705 #2	PAY 2-4MILE CRK/TRIB RESTORE	R	6/06/2022	2,790.77		236860		2,790.77
	*** VENDOR TOTALS ***					1 CHECKS		2,790.77
000587	RED WING SHOE STORE							
I-462-2-29349	BOOTS - KLINT REQUIST	E	6/08/2022	140.00		004895		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
008276	RELIANT FIRE APPARATUS INC							
I-3CI001553	RED MARKER/TRUCKLITE- FD	R	6/06/2022	286.56		236861		286.56
	*** VENDOR TOTALS ***					1 CHECKS		286.56
001985	RIDD X PEST CONTROL							
I-63566	PEST/RODENT CONTROL -PW	E	6/08/2022	298.00		004909		
I-63597	PEST & RODENT CONTROL - PD	E	6/08/2022	189.00		004909		
I-63602	PEST CONTROL - CH	E	6/08/2022	378.00		004909		
I-63603	PEST & RODENT CONTROL - MU	E	6/08/2022	278.00		004909		1,143.00
	*** VENDOR TOTALS ***					1 CHECKS		1,143.00
003999	RINGCENTRAL INC							
I-CD_000406545	05/26/22-06/25/22 STATEMENT	E	6/08/2022	6,045.67		004924		6,045.67
	*** VENDOR TOTALS ***					1 CHECKS		6,045.67
006366	ROTELLA'S ITALIAN BAKERY INC							
I-W33731	FOOD FOR RESALE - OC	E	6/08/2022	75.42		004942		
I-W38074	FOOD FOR RESALE - OC	E	6/08/2022	114.88		004942		
I-W39862	FOOD FOR RESALE-OC	E	6/08/2022	106.75		004942		
I-W42425	FOOD FOR RESALE - OC	E	6/08/2022	126.50		004942		
I-W44071	FOOD FOR RESALE - OC	E	6/08/2022	143.34		004942		566.89
	*** VENDOR TOTALS ***					1 CHECKS		566.89

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005463	RUETER'S RED POWER							
I-MA12097	REPLACE CASE TRACTOR-PKS	R	6/06/2022	52,764.80		236862		52,764.80
	*** VENDOR TOTALS ***					1 CHECKS		52,764.80
004079	STRAWBERRY PATCH							
I-93632	UNIFORMS - CD	R	6/06/2022	290.00		236863		290.00
	*** VENDOR TOTALS ***					1 CHECKS		290.00
009564	SAGE HOMES, INC							
I-RES# 2018-163	SDWLK OVRSZG-GROVE PLAT 4	R	6/06/2022	850.50		236864		
I-RES# 2018-395	SDWLK OVRSZ-TRESTLE RDG EST P2	R	6/06/2022	598.50		236864		
I-RES# 2020-122	SDWLK OVRSZG-GROVE PLAT 6	R	6/06/2022	819.00		236864		2,268.00
	*** VENDOR TOTALS ***					1 CHECKS		2,268.00
006346	SCHINDLER ELEVATOR CORP							
I-9100727877	ELEVATOR REPAIRS - FD	R	6/06/2022	58.28		236865		58.28
	*** VENDOR TOTALS ***					1 CHECKS		58.28
007586	SCHOLASTIC LIBRARY PUBLISHING							
I-38998807	MISC BOOKS - KL	R	6/06/2022	18.20		236866		
I-39024164	MISC BOOKS - KL	R	6/06/2022	54.60		236866		72.80
	*** VENDOR TOTALS ***					1 CHECKS		72.80
006963	DAVID SCHUMACHER							
I-04/25/22-04/29/22	4/25-4/29 TRAINING REIMBURSMNT	E	6/08/2022	114.96		004985		114.96
	*** VENDOR TOTALS ***					1 CHECKS		114.96
011469	JOSEPH SEUFERER							
I-05/20/2022 BOOTS	WORK BOOT REIMBURSEMENT	R	6/06/2022	140.00		236867		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
011395	AIMEE SHEDD							
I-04/22-05/22DANCE	4/22-5/22 LINE DANCING	E	6/08/2022	1,550.00		004998		1,550.00
	*** VENDOR TOTALS ***					1 CHECKS		1,550.00
006962	NATHAN SHIMANEK							
I-04/25/22-04/29/22	04/25-04/29/22 MEAL REMBSMNT	E	6/08/2022	86.58		004984		86.58
	*** VENDOR TOTALS ***					1 CHECKS		86.58
008471	SHIVE-HATTERY INC							
I-4185992-26 #24	PAY 24-ANKENY SENIOR CENTER	E	6/08/2022	2,347.80		004952		2,347.80
	*** VENDOR TOTALS ***					1 CHECKS		2,347.80

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011405	SHORT ELLIOTT HENDRICKSON INCO							
I-ANKMU165976 #2	PAY 2-N ANK BLVD WTR MAIN	E	6/08/2022	1,430.35		004980		1,430.35
	*** VENDOR TOTALS ***					1 CHECKS		1,430.35
001923	LOCAL GOVERNMENT PROFESSIONAL							
I-2022-IC-0104	MARCH 2022 SUPPLEMENT	E	6/08/2022	95.00		004908		
I-2022-IC-0130	APRIL 2022 SUPPLEMENT	E	6/08/2022	535.00		004908		630.00
	*** VENDOR TOTALS ***					1 CHECKS		630.00
009078	SITEONE LANDSCAPE SUPPLY HOLDI							
I-119367841-001	IRRIGATION PARTS-PRSC	R	6/06/2022	2,997.74		236868		2,997.74
	*** VENDOR TOTALS ***					1 CHECKS		2,997.74
000990	SNYDER & ASSOCIATES INC							
I-119.0290.01 #29	PAY 29-SE CROSSWINDS DR RISE	E	6/08/2022	17,701.29		004903		
I-119.0975.01A #20	PAY 20-NW NTHLWN UTILITY IMP P1	E	6/08/2022	690.75		004903		
I-119.0975.01B	PAY 5-NW NTHLWN UTILITY IMP P2	E	6/08/2022	1,344.25		004903		
I-120.0274.01 #22	PAY 22-HTT EXT MAG/ORALABOR	E	6/08/2022	19,841.08		004903		
I-120.0315.01 #18	PAY 18-N ANK BLVD LNDSCP IMP	E	6/08/2022	2,233.50		004903		
I-120.1005.01 #18	PAY 18-NW 36TH ST WDNG/ASH/ANK	E	6/08/2022	19,235.94		004903		
I-120.1113.01 #15	PAY 15-HTT TRNS MN/DRNG IMP	E	6/08/2022	29,637.85		004903		
I-121.0352.01 #14	PAY 14-NW36TH ST /STATE INTRM	E	6/08/2022	5,248.19		004903		
I-121.0695.01 #10	PAY 10-NE DELWRE AVE RECON	E	6/08/2022	104,345.95		004903		
I-122.0108.01-5	OTTER CREEK N PARK IMPRVMT	E	6/08/2022	3,775.19		004903		
I-122.0140.01 #4	ROCK CREEK GREENWAY	E	6/08/2022	2,703.75		004903		
I-122.0224.01 #3	PAY 3-CHERRY GLEN PARK BALLFLD	E	6/08/2022	6,974.75		004903		213,732.49
	*** VENDOR TOTALS ***					1 CHECKS		213,732.49
008956	SOLARWINDS INC							
I-IN561329	SOLARWINDS RENEWAL	E	6/08/2022	4,757.00		004958		4,757.00
	*** VENDOR TOTALS ***					1 CHECKS		4,757.00
000013	SOURCE ONE ENVIRONMENTAL							
I-28215	SEWER PIPE PATCH KITS-MU	R	6/06/2022	4,320.00		236869		
I-28294	SEALANT GROUT - MU	R	6/06/2022	906.66		236869		5,226.66
	*** VENDOR TOTALS ***					1 CHECKS		5,226.66
004989	STANARD & ASSOCIATES INC							
I-SA000050494	POLICE POST TESTS - HR	R	6/06/2022	389.50		236870		389.50
	*** VENDOR TOTALS ***					1 CHECKS		389.50
000474	STATE HYGIENIC LABORATORY AR							
I-231187	4/30/22 TESTING - MU	E	6/08/2022	46.50		004894		46.50
	*** VENDOR TOTALS ***					1 CHECKS		46.50

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 5/19/2022 THRU 6/08/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006417	STERNQUIST CONSTRUCTION INC							
I-PAY 11-18TH/WGL/SP	PAY 11-NW18TH EXT/WGL/SPRCE	R	6/06/2022	33,853.25		236871		33,853.25
			*** VENDOR TOTALS ***			1 CHECKS		33,853.25
000441	STETSON BUILDING PRODUCTS INC							
I-15407643-00	SIDEWALK REPAIR SUPPLIES - KL	R	6/06/2022	226.42		236872		226.42
			*** VENDOR TOTALS ***			1 CHECKS		226.42
008350	STIVERS FORD							
I-F20517	PATROL VEHICLE - PD	R	6/06/2022	30,463.00		236873		30,463.00
			*** VENDOR TOTALS ***			1 CHECKS		30,463.00
007400	STRYKER SALES CORPORATION							
I-10675515 DM	LIFEPACK CR2 TRAINER - PD	R	6/06/2022	520.50		236874		
I-3753307	LUCAS AGREEMENTS	R	6/06/2022	1,050.60		236874		
I-3753989	UCAS AGREEMENTS	R	6/06/2022	2,114.40		236874		3,685.50
			*** VENDOR TOTALS ***			1 CHECKS		3,685.50
000124	SYSCO IOWA INC							
I-239692832	FOOD FOR RESALE - OC	R	6/06/2022	467.51		236875		
I-239696194	FOOD FOR RESALE - OC	R	6/06/2022	504.41		236875		
I-239701282	FOOD FOR RESALE-HAWKEYE	R	6/06/2022	103.05		236875		
I-239704247	FOOD /BEVERAGE FOR RESALE-OC	R	6/06/2022	46.95		236875		
I-239704786	FOOD FOR RESALE -PRAC	R	6/06/2022	716.21		236875		
I-239704791	FOOD FOR RESALE-CFAC	R	6/06/2022	2,865.36		236875		
I-239706883	FOOD FOR RESALE-OC	R	6/06/2022	1,102.95		236875		
I-239706890	FOOD FOR RESALE - CFAC	R	6/06/2022	446.75		236875		
I-239709598	HAWKEYE CONCESSIONS	R	6/06/2022	179.68		236875		
I-239710239	FOOD FOR RESALE - OC	R	6/06/2022	831.23		236875		
I-239710678	FOOD FOR RESALE - OC	R	6/06/2022	61.46		236875		7,325.56
			*** VENDOR TOTALS ***			1 CHECKS		7,325.56
009638	KRISTEN TAYLOR							
I-04/25/22-04/28/22	4/25-4/28 TRAINING REMBSMNT	E	6/08/2022	33.68		004996		33.68
			*** VENDOR TOTALS ***			1 CHECKS		33.68
000455	TESDELL ELECTRIC LTD							
I-137910	PHOTO CELL - PRSC	R	6/06/2022	101.20		236876		101.20
			*** VENDOR TOTALS ***			1 CHECKS		101.20
011353	JOSEPH C ROTH							
I-06/02/2022	06/02/2022 THE DEALT HAND	E	6/08/2022	100.00		004977		100.00
			*** VENDOR TOTALS ***			1 CHECKS		100.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011474	THE HUMMINGBIRDS, INC.							
I-1008	HUMMINGBIRD PROMO	E	6/08/2022	3,000.00		004983		3,000.00
			*** VENDOR TOTALS ***			1 CHECKS		3,000.00
011237	TIM'S CONVENIENCE SERVICES INC							
I-150290	UNIT #935 CAMBER ADJ/ALGNMNT	R	6/06/2022	200.05		236877		200.05
			*** VENDOR TOTALS ***			1 CHECKS		200.05
003194	TNT LANDSCAPING & NURSERY							
I-73950REISSUED	BOBS MEMORIAL TREES	R	6/06/2022	884.98		236878		
I-75741REISSUED	SHRUB REPLACEMENT-PRAC	R	6/06/2022	347.93		236878		1,232.91
			*** VENDOR TOTALS ***			1 CHECKS		1,232.91
009541	MIKLANNET TENNAL							
I-05/26/2022	TOT LA BBS MAY 4-25 - P&R	E	6/08/2022	1,708.80		004994		1,708.80
			*** VENDOR TOTALS ***			1 CHECKS		1,708.80
004343	TRACTOR SUPPLY COMPANY							
I-335026	BOOTS - JOE FOGG	R	6/06/2022	119.99		236879		
I-337239	DRP LEG EXTENSION -STS	R	6/06/2022	109.98		236879		
I-339062	SPOT SPRAYER - PRSC	R	6/06/2022	186.98		236879		416.95
			*** VENDOR TOTALS ***			1 CHECKS		416.95
000657	TRAFFIC AND TRANSPORTATION							
I-225034	UPS REPLACEMENT UNIT	E	6/08/2022	5,450.00		004897		
I-225049	SIGNAL MATERIALS-NW ELEM	E	6/08/2022	3,366.00		004897		8,816.00
			*** VENDOR TOTALS ***			1 CHECKS		8,816.00
006765	TRAFFIC CONTROL CORPORATION							
I-136269	DG FLR YELLOW - PW	E	6/08/2022	325.00		004945		325.00
			*** VENDOR TOTALS ***			1 CHECKS		325.00
010088	TRUCK CENTER COMPANIES EAST LL							
I-RA301046859:01	UNIT #220 REPAIRS	E	6/08/2022	340.40		004969		340.40
			*** VENDOR TOTALS ***			1 CHECKS		340.40
003278	DAVIS EQUIPMENT CORPORATION							
I-JI69861	UNIT 849 BELT KEVLAR	E	6/08/2022	45.84		004921		
I-JI69949	UNIT 810 SUCTION FLA - OC	E	6/08/2022	50.40		004921		
I-JI70156	2 TEX - PRSC	E	6/08/2022	612.32		004921		
I-WI16471	ROTORS-OCM	E	6/08/2022	2,038.18		004921		2,746.74
			*** VENDOR TOTALS ***			1 CHECKS		2,746.74

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DATE RANGE: 5/19/2022 THRU 6/08/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006209	ULINE INC							
I-148425967	STOP SIGN -OCM	R	6/06/2022	134.03		236880		
I-148509692	POSTAL STRAP KIT-FIREARMS TRLR	R	6/06/2022	85.62		236880		219.65
			*** VENDOR TOTALS ***			1 CHECKS		219.65
009428	UMB BANK NA							
I-0185400546	04/2022 2014D WATER REV REF BONDS-P&I	D	5/27/2022	471,975.00		001946		
I-0185400553	04/2022 2014E WATER REV REF BONDS-P&I	D	5/27/2022	3,197,871.87		001946		
I-0185400744	04/2022 2014A GO REF BONDS-P&I	D	5/27/2022	9,049,453.12		001946		
I-0185400751	04/2022 2014B GO BONDS-P&I	D	5/27/2022	7,739,950.00		001946		
I-0185403367	04/2022 2014G GO REF CLN-P&I	D	5/27/2022	1,682,793.75		001946		
I-0185405685	04/2022 2015A GO BONDS-P&I	D	5/27/2022	757,446.87		001946		
I-0185405693	04/2022 2015B GO AA UR BONDS-P&I	D	5/27/2022	271,625.00		001946		
I-0185408440	04/2022 2016A GO REF BONDS-P&I	D	5/27/2022	1,262,912.50		001946		
I-0185409216	04/2022 2016B GO BONDS-P&I	D	5/27/2022	899,350.00		001946		
I-0185413564	04/2022 2017A GO BONDS-P&I	D	5/27/2022	1,118,415.62		001946		
I-0185413572	04/2022 2017B WATER REV BONDS-P&I	D	5/27/2022	143,834.37		001946		
I-0185417599	04/2022 2018A GO BONDS-P&I	D	5/27/2022	1,575,975.00		001946		
I-0185417607	04/2022 2018B WATER REV BONDS-P&I	D	5/27/2022	426,240.62		001946		
I-I045	04/2022 2019A GO BONDS-P&I	D	5/27/2022	1,921,950.00		001946		
I-I046	04/2022 2019B WATER REV BONDS-P&I	D	5/27/2022	359,475.00		001946		
I-I441	04/2022 2020A GO BONDS-P&I	D	5/27/2022	2,965,600.00		001946		
I-I446	04/2022 2020B WATER REV BONDS-P&I	D	5/27/2022	236,937.49		001946		
I-I880	04/2022 2021A GO BONDS-P&I	D	5/27/2022	6,431,350.00		001946		40,513,156.21
009428	UMB BANK NA							
I-918627	2022A GO BONDS-ACCEPTANCE FEE	D	6/02/2022	300.00		001967		300.00
			*** VENDOR TOTALS ***			2 CHECKS		40,513,456.21
004926	UNITED HEALTHCARE MEDICARE							
I-AFD24184	REFUND	R	6/06/2022	194.68		236881		194.68
			*** VENDOR TOTALS ***			1 CHECKS		194.68
005813	EXECUTIVE SERVICES INC							
I-74468	ENVELOPES -PW	E	6/08/2022	527.66		004939		
I-74571	BUSINESS CARDS-JUSTIN GUDDALL	E	6/08/2022	46.79		004939		574.45
			*** VENDOR TOTALS ***			1 CHECKS		574.45
002135	UPHDM OCCUPATIONAL MEDICINE							
I-122688	PRE-EMP TESTING	R	6/06/2022	1,086.75		236882		1,086.75
			*** VENDOR TOTALS ***			1 CHECKS		1,086.75
006789	HD SUPPLY FACILITIES MAINTENAN							
I-952846	PRIMER/CEMENT - MU	E	6/08/2022	93.84		004946		93.84
			*** VENDOR TOTALS ***			1 CHECKS		93.84

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011463	VAGRANT FEAR PRODUCTIONS							
I-05022022-VFP	DAMAGE DEPOSIT REFUND	R	6/06/2022	100.00		236883		100.00
			*** VENDOR TOTALS ***			1 CHECKS		100.00
003131	VANDERPOOL CONSTRUCTION INC							
I-7864	FIRE HYDRANT REPLACMENT	R	6/06/2022	10,000.00		236884		10,000.00
			*** VENDOR TOTALS ***			1 CHECKS		10,000.00
005012	VAN-WALL EQUIPMENT INC							
I-5528164	UNIT #800 DOOR SWITCH	E	6/08/2022	49.87		004931		
I-5536129	MOWER - PRSC	E	6/08/2022	2,250.00		004931		
I-5548321	COOL GARD MIX - PRSC	E	6/08/2022	42.75		004931		
I-5551262	UNIT #632 OIL COOLER/RADIATOR	E	6/08/2022	730.32		004931		
I-5551980	V-BELT - PRSC	E	6/08/2022	45.59		004931		
I-5558080	UNIT #811 GROMMET	E	6/08/2022	54.54		004931		
I-5561370	TINE - OC	E	6/08/2022	354.00		004931		3,527.07
			*** VENDOR TOTALS ***			1 CHECKS		3,527.07
009142	JESSICA WADDILL							
I-05/11/2022	5/11/22 MILEAGE	E	6/08/2022	10.30		004990		10.30
			*** VENDOR TOTALS ***			1 CHECKS		10.30
000482	WALMART COMMUNITY							
I-06461	WM SPRAY/HOOKS/PADS-AC	R	6/06/2022	26.13		236885		
I-428164964	COFFEE/RAGS/BATTERY - MU	R	6/06/2022	194.99		236885		221.12
			*** VENDOR TOTALS ***			1 CHECKS		221.12
004796	WALSH DOOR & HARDWARE COMPANY							
I-775191	PD DOOR ACCESS READERS	R	6/06/2022	21,924.14		236886		21,924.14
			*** VENDOR TOTALS ***			1 CHECKS		21,924.14
007821	BEECHER EMISSION SOLUTION TECH							
I-6245	FILTERS -FD	E	6/08/2022	495.00		004948		495.00
			*** VENDOR TOTALS ***			1 CHECKS		495.00
003376	WASHER SYSTEMS OF IOWA							
I-1087	POOL CLEANING - AC	R	6/06/2022	480.00		236887		480.00
			*** VENDOR TOTALS ***			1 CHECKS		480.00
002569	WASTE CONNECTIONS INC							
I-3318565T071	4/18/22 SERVICE - PRAC	R	6/06/2022	100.00		236888		
I-3320527T071	05/01-05/31/22 WASTE SVCS-AMP	R	6/06/2022	72.91		236888		
I-3320529T071	5/1-5/31/22 WASTE SVCS-CFAC	R	6/06/2022	291.58		236888		
I-3320530T071	5/1-5/31/22 WASTE SERVICES-CH	R	6/06/2022	61.64		236888		
I-3320532T071	5/1-5/31/22 WASTE SVCS- FS2	R	6/06/2022	59.67		236888		
I-3320534T071	5/1-5/31/22 WASTE SVCS-FS3	R	6/06/2022	59.67		236888		
I-3320535T071	5/01/22-05/31/22 SERVICES-KL	R	6/06/2022	81.86		236888		
I-3320536T071	5/1-5/31/22 WASTE SVCSHAWKEYE	R	6/06/2022	72.90		236888		

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-3320538T071	5/1-5/31/22 WASTE SVCS-OC	R	6/06/2022	89.51		236888		
I-3320539T071	5/1-5/31/22 WASTE SERVICES-PW	R	6/06/2022	275.79		236888		
I-3320540T071	5/1/22-5/31/22 SERVICES -PRSC	R	6/06/2022	666.47		236888		
I-3320541T071	5/1-5/31/22 WASTE SERVICES-PK	R	6/06/2022	238.67		236888		
I-3320542T071	5/1-5/31/22 SVCS - PD	R	6/06/2022	59.67		236888		
I-3320543T071	5/1-5/31/22 WASTE SVCS-PRAC	R	6/06/2022	194.38		236888		
I-3320544T071	5/1-5/31/22 SERVICES -PRSC	R	6/06/2022	238.67		236888		
I-3320545T071	5/1-5/31/22 WASTE SERVICES-PSB	R	6/06/2022	76.56		236888		2,639.95
*** VENDOR TOTALS ***						1 CHECKS		2,639.95

007822	WEE'S TEES LLC							
I-13484	T-SHIRTS - PRSC	R	6/06/2022	190.56		236889		190.56
*** VENDOR TOTALS ***						1 CHECKS		190.56

008535	CARISSA WILLIAMS							
I-20221	WSI CLASS 5/13-5/15 - AC	R	6/06/2022	750.00		236890		750.00
*** VENDOR TOTALS ***						1 CHECKS		750.00

002783	ZIEGLER INC							
I-IN000526496	UNIT #255 PAD A	E	6/08/2022	883.29		004918		883.29
*** VENDOR TOTALS ***						1 CHECKS		883.29

008820	SIOUXLAND TURF PRODUCTS INC							
I-166492	FOLIAR - OC M	E	6/08/2022	98.22		004956		98.22
*** VENDOR TOTALS ***						1 CHECKS		98.22

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	229		1,580,462.83	0.00	1,580,462.83
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	3		40,642,963.49	0.00	40,642,963.49
EFT:	117		1,228,355.33	0.00	1,228,355.33
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:	349	43,451,781.65	0.00	43,451,781.65
BANK: APGWB	TOTALS:	349	43,451,781.65	0.00	43,451,781.65
REPORT TOTALS:		349	43,451,781.65	0.00	43,451,781.65



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Lot 3, Northpointe Village Center Plat 2 and associated with the development of the site plan at 2405 North Ankeny Blvd.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Easement

RESOLUTION

RESOLUTION ACCEPTING A STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT LOCATED ON LOT 3, NORTHPOINTE VILLAGE CENTER PLAT 2, AND ASSOCIATED WITH THE SITE PLAN AT 2405 NORTH ANKENY BOULEVARD

WHEREAS, a public Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on lot 3, Northpointe Village Center Plat 2, has been submitted and approved by the Director of Community Development of the City of Ankeny, Iowa.

NOW THEREFORE, be it resolved by the City Council of the City of Ankeny, Iowa, that the public Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Lot 3, Northpointe Village Center Plat 2, is hereby accepted.

PASSED AND APPROVED this 6th day of June 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: McClure (Jake Becker), 1360 NW 121st Street, Clive, Iowa 50325, Phone: 515-964-1229

**STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT is entered into between IPE1031 REV432 LLC (hereinafter referred to as "Grantor") and the City of Ankeny, Iowa (hereinafter referred to as "City"), in consideration for the approval by the City of Ankeny, Iowa of the Final Plat.

Grantor is obligated by the Municipal Code of the City of Ankeny to control storm water runoff for the proposed development as a part of the Final Plat permit approval process. In consideration for the City's approval of the Grantor's Final Plat, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

LOT 3, NORTHPOINTE VILLAGE CENTER PLAT 2, AN OFFICIAL PLAT
IN THE CITY OF ANKENY, POLK COUNTY, STATE OF IOWA AS
RECORDED IN BOOK 12298, PAGE 92.

(hereinafter referred to as the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City of Ankeny, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a Storm Water Management Facility upon, over, under, through and across the following described property:

[SEE EXHIBIT B]

(hereinafter referred to as the "Easement Area").

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of Ankeny, Iowa.
3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the

Municipal Code of the City of Ankeny, Iowa. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City of Ankeny, Iowa, each of the Benefited Property owners ("Owners") shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. Every owner of a Benefited Property hereby consents and agrees to the covenants and obligations of this Agreement and by virtue of their ownership of a portion of the Benefited Property.

4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards and specifications established in the Municipal Code of the City of Ankeny, Iowa. If there is a discrepancy between the requirements in the City's Municipal Code and this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, this Agreement shall supersede. Grantor's obligations under this Agreement may not and shall not be transferred to the Owners until the City provides written consent to Grantor acknowledging that construction of the Storm Water Management Facility has been completed.
5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owners are designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that the Owner of Benefited Property is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for all Benefited Property Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. The Owners of the Benefited Property are responsible for complying with this Agreement.
7. The Owners shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 13, subsections (a) and (b) herein that are the obligation of the property owner of the Easement Area, should any property owner of the Easement Area not perform or fail to perform such obligations. The Owners are responsible for performing all other items listed in Part II, paragraph 13, subsections (c) through (i). Should any property owner do anything in conflict with paragraphs 13 through 18 herein, the Owners shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.
8. The Owners shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be conducted by a licensed professional engineer in the state of Iowa and documented with date stamped photographs of the Storm Water Management Facility. The Owners shall document such inspection by completing the Inspection Report Form available from the City. Any deficiencies or defects noted by the inspection shall be corrected by the Owners. The deficiencies or defects shall be corrected by the Owners within 30 days of receiving the Inspection Report Form. In the event the identified maintenance or repair cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the maintenance or repair cannot be completed within 30 days and provide a plan for completing maintenance or repair. The Inspection photographs and Inspection Report Form shall be submitted to the City for review and shall be kept and maintained for a period of 5 years from the date of inspection.
9. The Owners shall be responsible for providing an as-built volume verification of the Storm Water Management Facility to the City prior to final occupancy being granted to the Owners. The City shall have the right to request an as-built volume verification from the Owners of the Storm Water Management Facility if the annual inspection indicates a deficiency from the original design of the Facility. The as-built deficiency shall be corrected by the Owners within 30 days of receiving notice from the City. In the event the deficiency cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the repair cannot be completed within 30 days and provide a plan for completing maintenance or repair.

10. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the formula set forth in paragraph 11, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 11, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.
11. Should the Owners fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to each Benefited Property pursuant to the formula set forth below:

1/1 assessed to each Benefited Property

The assessments on each Benefited Property shall be immediately due and payable to the City pursuant to the terms of the Agreement and Waiver (see Exhibit A, attached hereto and made a part hereof).

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of Ankeny and the Owners.

12. Grantor hereby grants the Owners and the City a Permanent Easement for Storm Water Management Facility and Drainage under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.
13. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below in items (a) and (b). The Owners shall perform all maintenance obligations set forth below in items (c) through (i). The Grantor and all subsequent property owners of the Easement Area shall maintain the Easement Area so not to conflict with the maintenance requirements of the Owners or the Owners' right to perform those maintenance obligations. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
 - c. Remove all trash, litter, debris or obstructions in the Easement Area.
 - d. Inspect for erosion in the riparian buffer on an annual basis.
 - e. Inspect and determine the depth of the riparian buffer on an annual basis.
 - f. Remove any sediment accumulated greater than 25% of the original design depth.
 - g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.
14. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.
 15. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 16. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area.
 17. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required by the City of Ankeny).
 18. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
 19. The Owners, the City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.
 20. Grantor covenants on behalf of the Benefited Properties and the Owners that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, the Benefited Properties or the Owners from complying with the requirements of this Agreement.

21. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

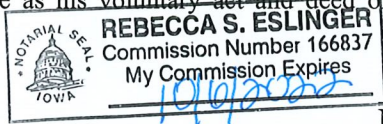
Signed this 1st day of JUNE, 2022

IPE1031 REV432 LLC:

By: [Signature]
Name: DAVID A. BROWN
Title: MANAGER

STATE OF IOWA, COUNTY OF DALLAS, ss:

On this 1st day of JUNE, 2022, before me, the undersigned, a Notary Public in and for said County and State personally appeared IPE1031 REV 432 LLC, to me personally known, who being by me duly sworn, did say that he is Manager, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the IPE1031 REV432 LLC, by it and by him voluntarily executed.



[Signature]

Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____, passed on the _____ day of _____, _____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, _____.

City Clerk of the City of Ankeny, Iowa

Owner:

By: _____
Name: _____
Title: _____

STATE OF IOWA, COUNTY OF POLK, ss:

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

**AGREEMENT AND WAIVER
POST CONSTRUCTION STORM WATER MANAGEMENT**

THIS AGREEMENT made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and IPE1031 REV432 LLC, hereinafter referenced the PROPERTY OWNERS.

WITNESSETH:

WHEREAS, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities; and

WHEREAS, the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City of Ankeny, is subject to the program implemented by the City to address storm water runoff from the project; and

WHEREAS, in order to comply with the program implemented by the City, the Property Owner has executed a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

WHEREAS, a provision of the Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

WHEREAS, this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

[SEE EXHIBIT B]

and applies to the property described as:

LOT 3, NORTHPOINTE VILLAGE CENTER PLAT 2, AN OFFICIAL PLAT
IN THE CITY OF ANKENY, POLK COUNTY, STATE OF IOWA AS
RECORDED IN BOOK 12298, PAGE 92.

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.
2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.
3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:
 - A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and

- B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and
 - C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
 - D. Any right to defer or postpone the payment for any such action.
4. It is further agreed that:
- A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
 - B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.
 - C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the City's engineering staff and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.
8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.
9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

PROPERTY OWNER NAME: IRE1081 REV432, LLC

By 

Name DAVID A. BROWN

Date 4/1/22

Witness 

Name JAKE BECKER

LENDER NAME:

By: 

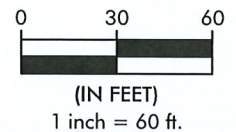
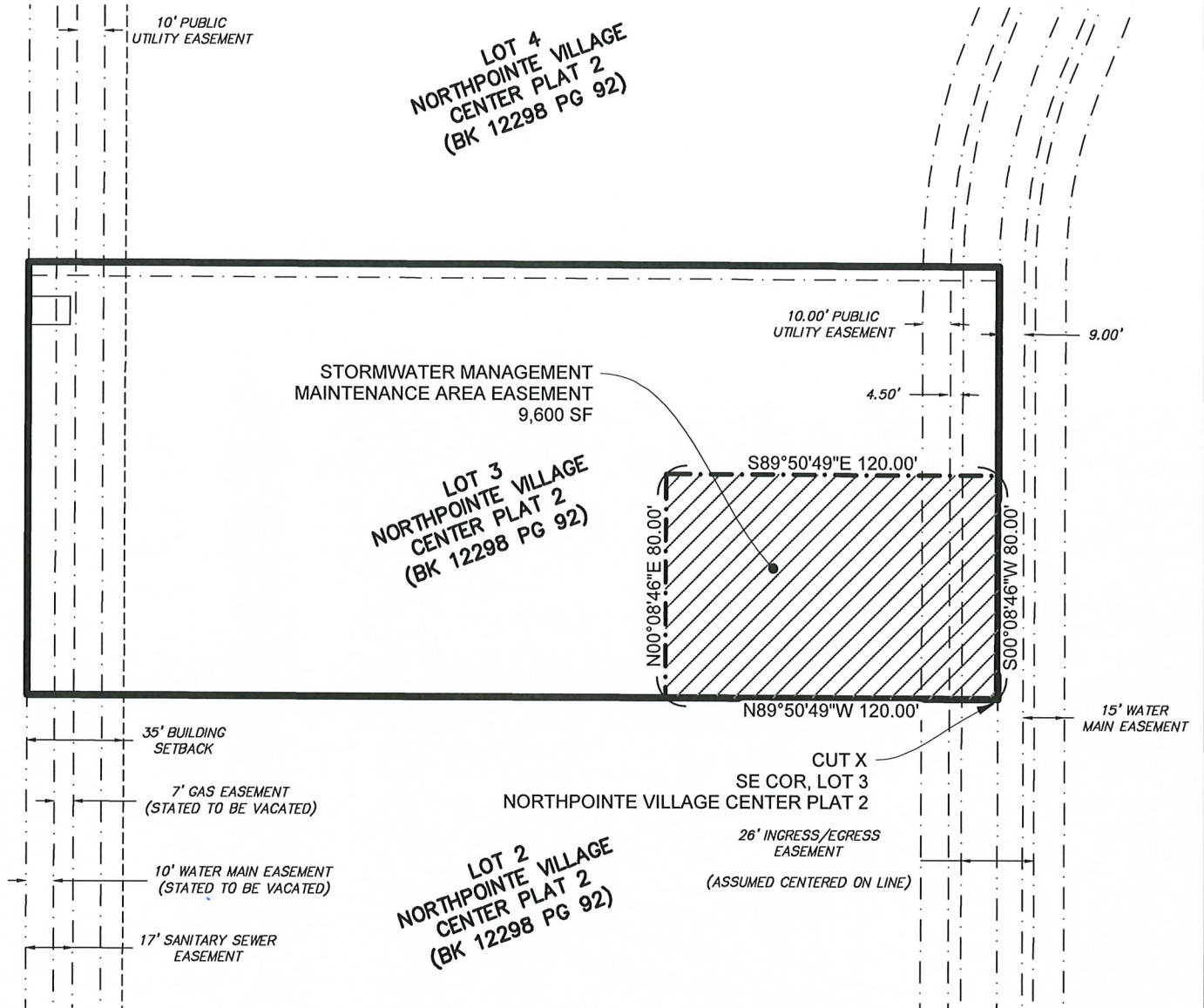
Name: BEN SULLIVAN

Title: TWO RIVERS BANK AND TRUST

EXHIBIT B

STORMWATER MANAGEMENT FACILITY MAINTENANCE EASEMENT EXHIBIT

N ANKENY BLVD



EASEMENT DESCRIPTION

THE EAST 120.00 FEET OF THE SOUTH 80.00 FEET OF LOT 3, NORTHPOINTE VILLAGE CENTER PLAT 2, AN OFFICIAL PLAT AS RECORDED IN BOOK 12298, PAGE 92, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, STATE OF IOWA CONTAINING 9,600 SQUARE FEET AND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA


McCLURE™ 1360 NW 121st Street, STE A
Clive, Iowa 50325
515-964-1229
fax 515-964-2370
making lives better.

PART OF LOT 3
NORTHPOINTE VILLAGE CENTER PLAT 2
EASEMENT EXHIBIT

ANKENY, IOWA
POLK COUNTY
2022000394
5/26/2022

REVISIONS

ENGINEER

SURVEYOR
P. SHELQUIST

DRAWN BY
J. BECKER

CREW CHIEF

SKETCH NO.

EXH-01



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to grant preliminary approval of First Street Commons Plat 2; and authorize cost-participation request for 16-inch water main upsizing along E 1st Street in the amount estimated to be \$5,375.00.

EXECUTIVE SUMMARY:

First Street Commons Plat 2 is a proposed 2.01-acre (+/-) plat located north of E 1st Street and east of NE Deerfield Drive. The subject plat creates 22 lots for 2-plex and 4-plex townhomes, two street lots and associated utilities easements and improvements. The subject property is considered to be a portion of "Parcel M" within the Deer Creek PUD. "Parcel M" is identified as being utilized for Medium Density Residential – Townhomes. The proposed plat is in general conformance with the Deer Creek PUD.

FISCAL IMPACT: **Yes**

Cost participation for 16-inch water main upsizing along E. 1st St. in an amount estimated to be \$5,375.00.

CITY MANAGER'S RECOMMENDATIONS:

Grant preliminary approval of First Street Commons Plat 2.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended approval at their meeting on May 17, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 P&Z Minutes
 Staff Report
 Map
 Applicant Letter
 Plat

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

CALL TO ORDER

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

ROLL CALL

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

CONSENT AGENDA ITEMS

Item #3. First Street Commons Plat 2 Final Plat

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

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



*Plan and Zoning Commission
Staff Report*

Meeting Date: May 17, 2022

Agenda Item: First Street Commons Plat 2 – Final Plat
Report Date: May 12, 2022
Prepared By: Jake Heil *EJC*
Associate Planner

Staff Recommendation:

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

Project Summary:

First Street Commons Plat 2 is a proposed 2.01-acre (+/-) plat located north of E 1st Street and east of NE Deerfield Drive. The subject plat creates 22 lots for 2-plex and 4-plex townhomes, two street lots and associated utilities easements and improvements. The subject property is considered to be a portion of “Parcel M” within the Deer Creek PUD. “Parcel M” is identified as being utilized for Medium Density Residential – Townhomes. The proposed plat is in general conformance with the Deer Creek PUD.

Project Report:

- Streets:** The proposed plat will be primarily accessed via NE Timber Lane, via NE Deerfield Drive. The plat includes the development of the private street NE Doe Pointe Lane. All proposed roads in the development will be required to have five-foot sidewalks.
- Water:** 8-inch water mains will be installed throughout this proposed development, connecting to the existing 8-inch main along NE Timber Lane.
- Sewer:** 8-inch sanitary sewer mains will be installed throughout this proposed development, connecting to the existing 8-inch main along NE Timber Lane.
- Drainage:** Storm sewer pipes will direct stormwater to the south and west, outletting into a stormwater detention pond, which is located in the northeast corner of the intersection of NE Deerfield Drive and E 1st Street. Storm water will then flow west via a drainage ditch before ultimately conveying into Four Mile Creek.
- Parkland:** The developer request that the City accept payment in lieu of parkland dedication, in an amount equal to \$2,407.66 based on \$12,000 per acre, to fulfill the parkland dedication requirement as specified in the City’s Subdivision Regulations in Chapter 200.35.A.1 (Criteria for Requiring Parkland Dedication) for Development.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: First Street Commons Plat 2
NAME OF OWNER/ DEVELOPER: First Street Commons, LLC.

GENERAL INFORMATION:

PLAT LOCATION: North of E 1st Street, east of NE Deerfield Drive
SIZE OF PLAT: 2.01 acres
ZONING: Deer Creek PUD

LOTS:

NUMBER: 22 Townhome lots
SIZE/DENSITY: 10.94 units per acre
USE: Residential
BUILDING LINES:
 Front: 35' from E 1st Street & NE 38th Street
 30' from internal ROW
 25' from back of curb of all private drives
 Rear: 30' (decks may extend 12 feet past RYSB)
 Building separation: 12'

PARK SITE DEDICATION:

The developer has requested payment in lieu of dedication.

ADJACENT LANDS:

NORTH: Deer Creek PUD – Crossing at Deer Creek Plat 11
SOUTH: Outside the City of Ankeny Corporate Limits - Agriculture
EAST: Deer Creek PUD – Future First Street Commons Plat
WEST: Deer Creek PUD – First Street Commons Plat 1

STREET DEVELOPMENT:

All proposed streets in the development will be private.

WASTE WATER:

PROJECTED FLOWS: 2.01 acres of developable land X 990 gal. per day/pers.= 1,989.9 GPD

TREATMENT PLANT CAPACITY: Design: 12.1 MGD; current daily avg. 6.41 MGD.

STORM WATER:

BASIN FLOWS: This plat lies in the Four Mile Creek Drainage Basin.

WATER SYSTEM:

USAGE: 22 units X 3 pers. per house X 100 gal. per day/person = 6,600 GPD

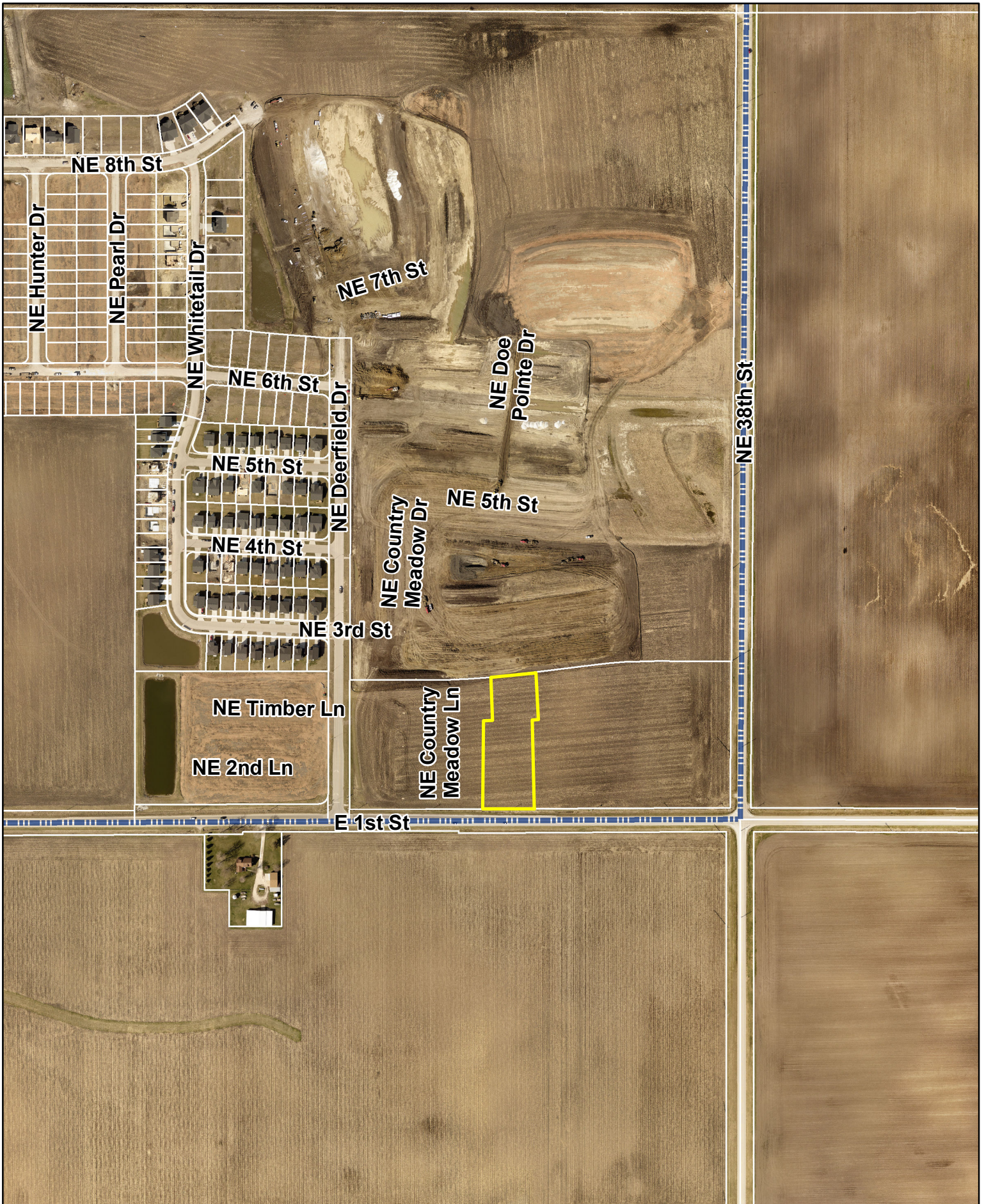
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

FINAL PLAT DRAWING:

Staff recommends approval.

CONSTRUCTION PLANS:

To be approved.





CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

May 6, 2022

Honorable Mayor, City Council and Plan and Zoning Commission Members
c/o Jake Heil
City of Ankeny
1210 NW Prairie Ridge Dr.
Ankeny, Iowa 50023

RE: First Street Commons Plat 2
Final Plat and Construction Drawing Submittal

Dear Plan and Zoning Commission Members, Council Members, and Honorable Mayor;

On behalf of First Street Commons, LLC, we are pleased to submit herewith a final plat and construction drawings for First Street Commons Plat 2 located within the Deer Creek PUD, west of NE 38th Street, north of E 1st Street. The property contains approximately 2 acres.

Plat 2 will include development of 22 two-plex and 4-plex townhomes, which is consistent with the Deer Creek PUD. The project contains several new private streets which connect to NE Deerfield Drive and NE 3rd Street. Public sanitary sewer and water main will be extended from Plat 1 to provide service for the development. Storm water detention has been provided in a wet-bottom detention pond in the SW corner of Plat 1 and in a regional detention basin located north of the site.

We are requesting that preliminary approval of the final plat be granted by City Council at the next regular City Council meeting. We respectfully request the City's consideration for cost participation, in accordance with City policy, for the extension of 16-inch water main along E 1st Street in the amount of \$25 per linear foot (\$5,375 total).

Sincerely,
CIVIL DESIGN ADVANTAGE, LLC

Emily Harding, Project Manager

cc: First Street Commons, LLC

INDEX LEGEND

LOCATION: PT. OUTLOT 'Y', FIRST STREET COMMONS PLAT 1
ANKENY, POLK COUNTY, IOWA

REQUESTOR: FIRST STREET COMMONS, LLC

PROPRIETOR: FIRST STREET COMMONS, LLC
17389 BERKSHIRE PARKWAY
CLIVE, IOWA 50325

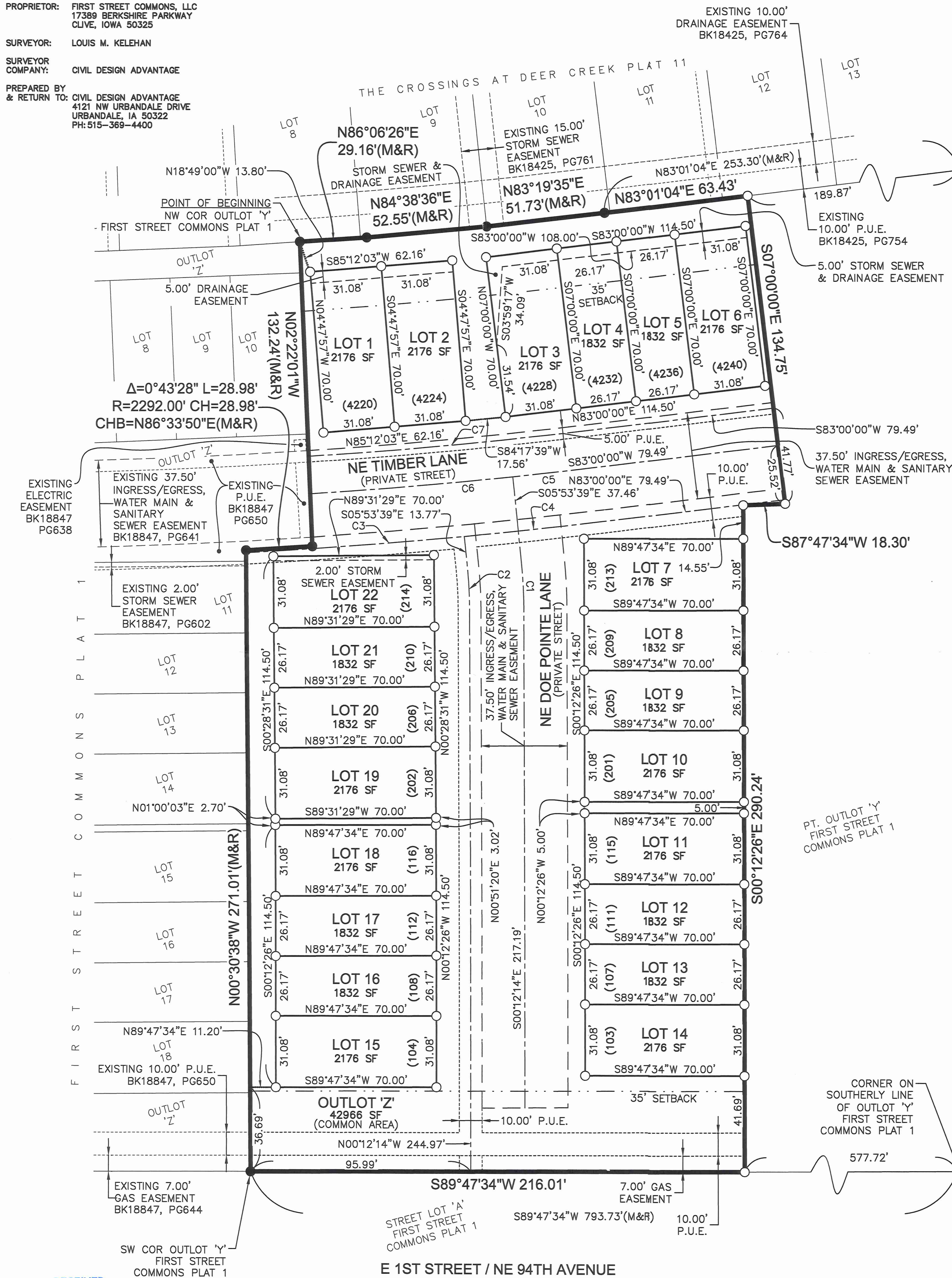
SURVEYOR: LOUIS M. KELEHAN

SURVEYOR COMPANY: CIVIL DESIGN ADVANTAGE

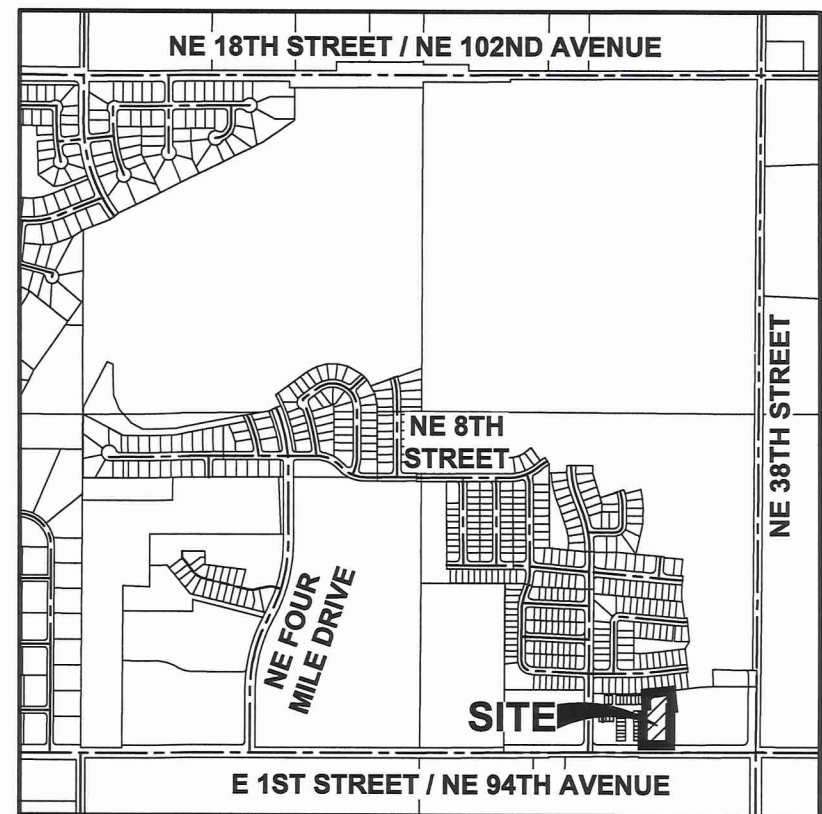
PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: 515-369-4400

FIRST STREET COMMONS PLAT 2

FINAL PLAT



VICINITY MAP



ANKENY, IOWA

OWNER / DEVELOPER

FIRST STREET COMMONS, LLC
CONTACT: ERIC GRUBB
17389 BERKSHIRE PARKWAY
CLIVE, IOWA 50325
PH: (515) 975-7441

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322

DATE OF SURVEY

FIELDWORK: APRIL, 2022

NOTES

- ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
- LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.
- THE DEVELOPER IS RESPONSIBLE FOR STREET LIGHT INSTALLATION ON E. 1ST STREET ALONG THE PLAT BOUNDARY.
- SUBJECT PROPERTY IS LOCATED IN UNSHADED ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR THE CITY OF ANKENY, POLK COUNTY, IOWA, MAP NUMBER 19153C0210F WITH A EFFECTIVE DATE OF FEBRUARY 1, 2019.

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP #18660 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE		
SECTION LINE		
EASEMENT LINE		
BUILDING SETBACK LINE		
PLAT BOUNDARY		

PLAT DESCRIPTION

A PART OF OUTLOT 'Y', FIRST STREET COMMONS PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT 'Y'; THENCE NORTH 86°06'26" EAST ALONG THE NORTHERLY LINE OF SAID OUTLOT 'Y', A DISTANCE OF 29.16 FEET; THENCE NORTH 84°38'36" EAST CONTINUING ALONG SAID NORTHERLY LINE, 52.55 FEET; THENCE NORTH 83°19'35" EAST CONTINUING ALONG SAID NORTHERLY LINE, 51.73 FEET; THENCE NORTH 83°01'04" EAST CONTINUING ALONG SAID NORTHERLY LINE, 63.43 FEET; THENCE SOUTH 07°00'00" EAST, 134.75 FEET; THENCE SOUTH 87°47'34" WEST, 18.30 FEET; THENCE SOUTH 00°12'26" EAST, 290.24 FEET TO THE SOUTHERLY LINE OF SAID OUTLOT 'Y'; THENCE SOUTH 89°47'34" WEST ALONG SAID SOUTHERLY LINE, 216.01 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT 'Y'; THENCE NORTH 00°30'38" WEST ALONG THE WESTERLY LINE OF SAID OUTLOT 'Y', A DISTANCE OF 271.01 FEET; THENCE EASTERLY CONTINUING ALONG SAID WESTERLY LINE AND A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2292.00 FEET, WHOSE ARC LENGTH IS 28.98 FEET AND WHOSE CHORD BEARS NORTH 86°33'50" EAST, 28.98 FEET; THENCE NORTH 02°22'01" WEST CONTINUING ALONG SAID WESTERLY LINE, 132.24 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.01 ACRES (87,398 SQUARE FEET).

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

ZONING AND BULK REGULATIONS

ZONING

DEER CREEK PUD

BULK REGULATIONS

MIN. SETBACKS

- FRONT = 35' FROM NE 94TH AVE (E 1ST ST.) & NE 38TH ST.
- 30' FEET FROM INTERNAL PUBLIC RIGHT-OF-WAYS
- 25' FEET FROM PRIVATE DRIVES

- REAR = 30' (DECKS MAY EXTEND 12 FEET INTO RYSB)

- BUILDING SEPARATION = 12' PRINCIPAL STRUCTURES

SCREENING REQUIRED:

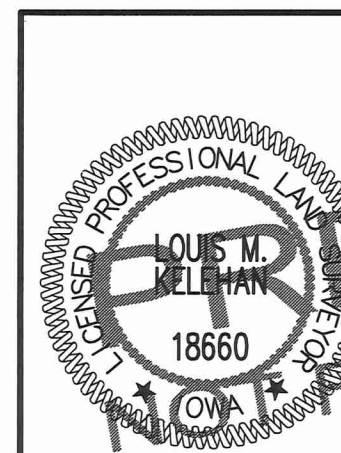
- CLASS A WHERE TOWNHOME AREAS ADJUT SINGLE-FAMILY AREAS

R-3 ZONING REGULATIONS SHALL APPLY TO ANY ITEMS NOT COVERED.

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	5°41'13"	206.25'	20.47'	S03°03'03"E	20.46'
C2	5°41'12"	182.50'	18.11'	N03°03'04"W	18.11'
C3	2°23'04"	2293.00'	95.42'	S85°44'07"W	95.41'
C4	1°32'35"	2293.00'	61.75'	N83°46'17"E	61.75'
C5	0°56'52"	2269.25'	37.54'	S83°28'26"W	37.54'
C6	2°13'38"	2269.25'	88.22'	S85°03'42"W	88.21'
C7	3°10'37"	2253.00'	124.92'	S84°35'18"W	124.90'

ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date	May 17, 2022
Ayes	6
Nays	0
Abstain	1
Absent	1
APPROVED	
J. Bapp	Vice Chairperson
R. Bapp	Secretary



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

LOUIS M. KELEHAN, P.L.S.
LICENSE NUMBER 18660
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** waiving approval of the final plat for The Greens at Woodland Hills Plat 6.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept **RESOLUTION**.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Final Plat
 Map

WHEN RECORDED RETURN TO:

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

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3544

RESOLUTION

**RESOLUTION WAIVING APPROVAL OF THE FINAL PLAT
FOR THE GREENS AT WOODLAND HILLS PLAT 6**

WHEREAS, Civil Design Advantage, LLC, on behalf of Hubbell Realty Company, has submitted the final plat for The Greens at Woodland Hills Plat 6 for approval, which lies within Polk County and the two-mile territorial jurisdiction of the City of Ankeny, Iowa; and

WHEREAS, City staff have reviewed said Final Plat, and find that it is located outside the City of Ankeny Planning Boundary; therefore, City staff recommend that City Council waive approval of said Final Plat.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby accepts the recommendation by City staff, and deems it appropriate to waive approval of the final plat for The Greens at Woodland Hills Plat 6.

PASSED AND APPROVED this 6th day of June, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

THE GREENS AT WOODLAND HILLS PLAT 6

FINAL PLAT

INDEX LEGEND

LOCATION: PARCEL '2021-39'
PT E1/2, SE1/4, SEC 2-79-24
POLK COUNTY, IOWA

REQUESTOR: HUBBELL REALTY COMPANY

PROPRIETOR: HUBBELL REALTY COMPANY
6900 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

SURVEYOR: MICHAEL A. BROONER

SURVEYOR COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: 515-369-4400

DATE OF SURVEY

MARCH 14, 2022

OWNER / DEVELOPER

HUBBELL REALTY COMPANY
6900 WESTOWN PARKWAY
WEST DES MOINES, IA 50266
PH: 515-283-5190
CONTACT: STEVE MOSELEY

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322

ZONING

MDR: MEDIUM DENSITY RESIDENTIAL PLANNED DEVELOPMENT

BULK REGULATIONS

PLANNED DEVELOPMENT OPTION: DETACHED TOWNHOUSE AND SINGLE FAMILY CONSERVATION HOUSE

LOT NUMBERS	DETACHED TOWNHOUSE 1-14 & 65-78	SINGLE FAMILY CONSERVATION HOUSE 15-64
FRONT YARD SETBACK:	25'	20'
SIDE YARD SETBACK:	5'	5'
REAR YARD SETBACK:	25'	10'

PLAT DESCRIPTION

PARCEL '2021-39' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18611, PAGE 987, BEING A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 79 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND CONTAINING 22.27 ACRES (970,034 SQUARE FEET).

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

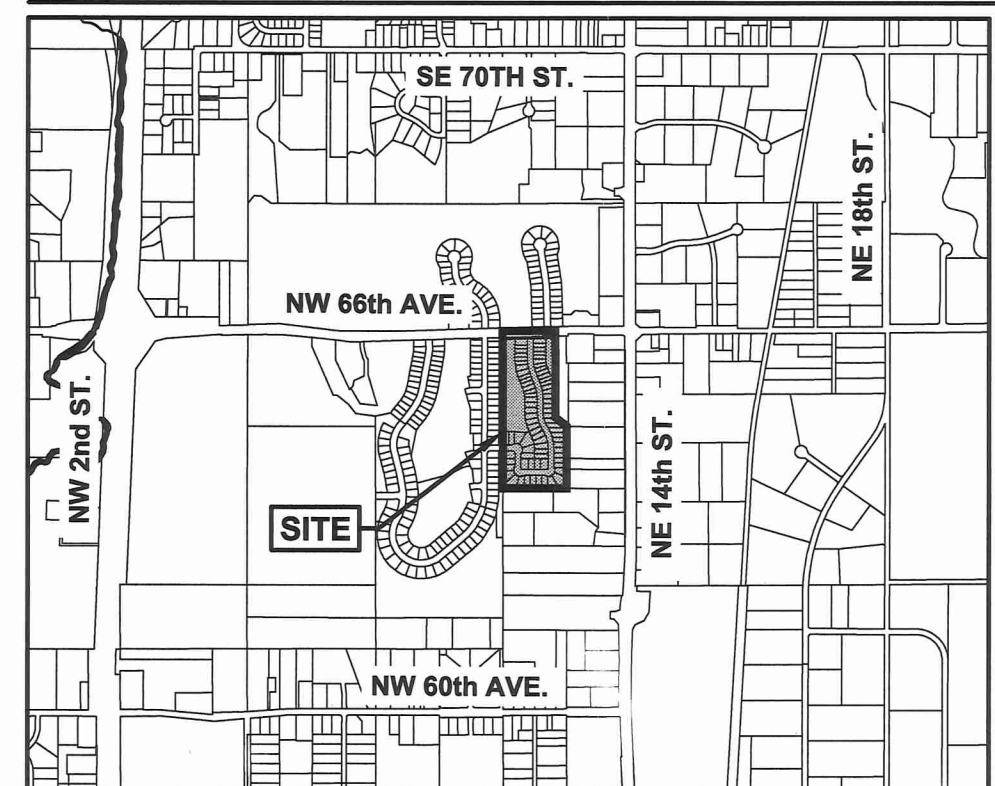
NOTES

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CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	90°07'26"	55.00'	86.51'	S44°56'17"E	77.87'	C33	36°01'16"	64.50'	40.55'	N82°17'44"E	39.89'
C2	90°12'58"	55.00'	86.60'	S44°59'03"E	77.93'	C34	39°05'24"	64.50'	44.01'	S60°08'56"E	43.16'
C3	89°47'02"	55.00'	86.19'	N45°00'57"E	77.63'	C35	39°05'24"	64.50'	44.01'	S21°03'32"E	43.16'
C4	30°49'38"	340.00'	182.93'	N15°17'23"W	180.73'	C36	27°15'37"	64.50'	30.69'	S12°06'59"W	30.40'
C5	30°33'10"	340.00'	181.30'	N15°25'37"W	179.16'	C37	25°37'22"	50.00'	22.36'	S12°56'07"W	22.17'
C6	21°08'26"	350.00'	129.14'	N10°43'15"W	128.41'	C38	90°07'26"	25.00'	39.32'	S44°56'17"E	35.39'
C7	21°17'28"	350.00'	130.06'	N10°38'44"W	129.31'	C39	32°53'11"	50.00'	28.70'	S73°33'24"W	28.31'
C8	9°19'03"	320.00'	52.04'	N04°39'32"W	51.98'	C40	16°04'18"	64.50'	18.09'	S65°08'58"W	18.03'
C9	8°08'08"	320.00'	45.44'	N13°23'08"W	45.40'	C41	47°01'10"	64.50'	52.93'	N83°18'18"W	51.46'
C10	3°50'17"	320.00'	21.44'	N19°22'20"W	21.43'	C42	42°04'26"	64.50'	47.36'	N38°45'30"W	46.31'
C11	4°17'23"	380.00'	28.45'	N19°08'47"W	28.44'	C43	48°24'26"	64.50'	54.49'	N06°28'56"E	52.89'
C12	5°58'03"	380.00'	39.58'	N14°01'04"W	39.56'	C44	2°19'28"	64.50'	2.62'	N31°50'53"E	2.62'
C13	5°56'47"	380.00'	39.44'	N08°03'39"W	39.42'	C45	32°53'11"	50.00'	28.70'	N16°34'01"E	28.31'
C14	4°56'13"	380.00'	32.74'	N02°37'09"W	32.73'	C46	90°12'58"	25.00'	39.36'	N44°59'03"W	35.42'
C15	4°05'54"	310.00'	22.17'	N02°11'59"W	22.17'	C47	89°47'02"	25.00'	39.18'	S45°00'57"W	35.29'
C16	9°22'06"	310.00'	50.69'	N08°55'59"W	50.63'	C48	10°31'25"	310.00'	56.94'	S05°08'17"E	56.86'
C17	9°45'49"	310.00'	52.83'	N18°29'57"W	52.76'	C49	15°04'19"	310.00'	81.55'	S17°56'09"E	81.31'
C18	7°19'21"	310.00'	39.62'	N27°02'32"W	39.59'	C50	5°13'54"	310.00'	28.31'	S28°05'16"E	28.30'
C19	5°49'25"	370.00'	37.61'	N27°47'30"W	37.59'	C51	5°44'22"	370.00'	37.06'	S27°50'02"E	37.05'
C20	8°17'34"	370.00'	53.55'	N20°44'00"W	53.51'	C52	7°21'02"	370.00'	47.47'	S21°17'20"E	47.44'
C21	7°56'40"	370.00'	51.30'	N12°36'53"W	51.26'	C53	7°21'02"	370.00'	47.47'	S13°56'17"E	47.44'
C22	8°33'04"	370.00'	55.22'	N04°22'01"W	55.17'	C54	7°21'02"	370.00'	47.47'	S06°35'15"E	47.44'
C23	0°12'55"	370.00'	1.39'	N00°00'58"E	1.39'	C55	2°45'41"	370.00'	17.83'	S01°31'53"E	17.83'
C24	25°26'48"	50.00'	22.21'	S12°35'58"E	22.02'	C56	0°42'36"	320.00'	3.96'	S00°30'20"E	3.96'
C25	0°18'52"	50.00'	0.27'	N25°28'48"W	0.27'	C57	8°28'46"	320.00'	47.36'	S05°06'01"E	47.32'
C26	46°25'04"	64.50'	52.25'	N02°25'42"W	50.84'	C58	8°28'46"	320.00'	47.36'	S13°34'47"E	47.32'
C27	39°05'26"	64.50'	44.01'	N40°19'32"E	43.16'	C59	3°28'18"	320.00'	19.39'	S19°33'19"E	19.39'
C28	42°42'25"	64.50'	48.08'	N81°13'28"E	46.97'	C60	0°16'53"	380.00'	1.87'	S21°09'02"E	1.87'
C29	13°05'28"	64.50'	14.74'	S70°52'36"E	14.71'	C61	7°02'06"	380.00'	46.66'	S17°29'32"E	46.63'
C30	25°45'40"	50.00'	22.48'	S77°12'42"E	22.29'	C62	7°02'06"	380.00'	46.66'	S10°27'26"E	46.63'
C31	5°45'47"	50.00'	5.03'	N87°01'35"E	5.03'	C63	5°12'09"	380.00'	34.50'	S04°20'19"E	34.49'
C32	19°51'34"	50.00'	17.33'	N74°12'54"E	17.24'	C64	1°44'14"	380.00'	11.52'	S00°52'07"E	11.52'

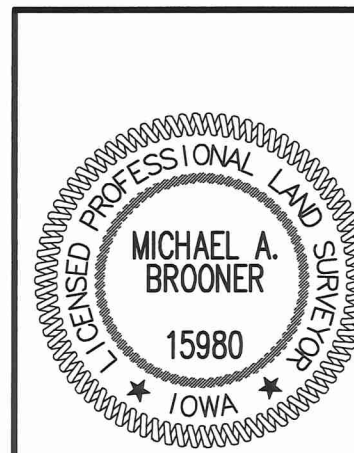
VICINITY MAP (1"=2000')



POLK COUNTY, IOWA

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP#15980 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE	_____	
SECTION LINE	_____	
EASEMENT LINE	_____	
BUILDING SETBACK LINE	_____	
PLAT BOUNDARY	_____	



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MICHAEL A. BROONER, P.L.S. DATE _____
LICENSE NUMBER 15980
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 THROUGH 3

THE GREENS AT
WOODLAND HILLS PLAT 6
FINAL PLAT

1
3
2101.007

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

REVIEW:
TECH:
ENGINEER:



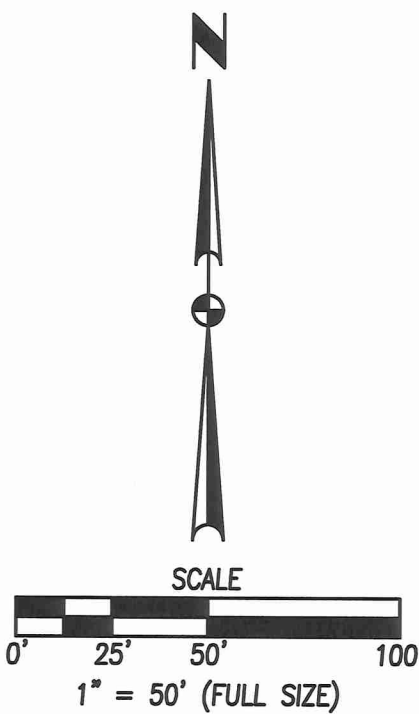
CIVIL DESIGN ADVANTAGE
POLK COUNTY, IOWA

REVISIONS
FIRST SUBMITTAL

DATE
4/27/2022

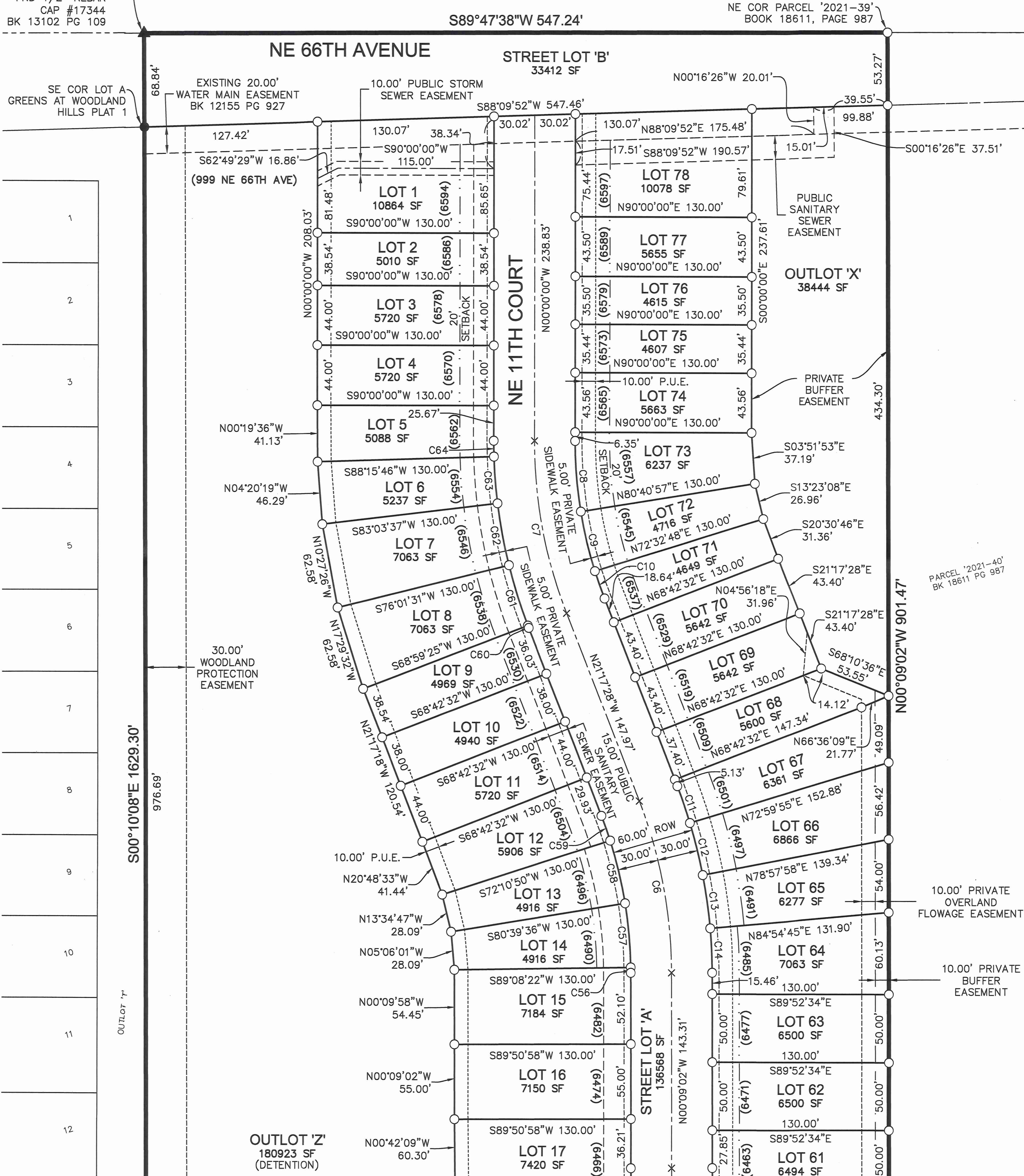
THE GREENS AT WOODLAND HILLS PLAT 6
FINAL PLAT

FILE: H:\2021\WOODLAND HILLS PLAT 6 - FINAL PLAT.DWG
PLOTTER: 5/15/2022 3:19 PM
COMMENTS:
ENR



NW COR PARCEL '2021-39'
BOOK 18611, PAGE 987
ALSO BEING
NE COR NW1/4 SE1/4
SEC 2-79-24
FND 1/2" REBAR
CAP #17344
BK 13102 PG 109

THE GREENS AT WOODLAND HILLS PLAT 1



THE GREENS AT
WOODLAND HILLS PLAT 6
FINAL PLAT

POLK COUNTY, IOWA



CIVIL DESIGN ADVANTAGE
ENGINEER:

TECH:

REVIEW:

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

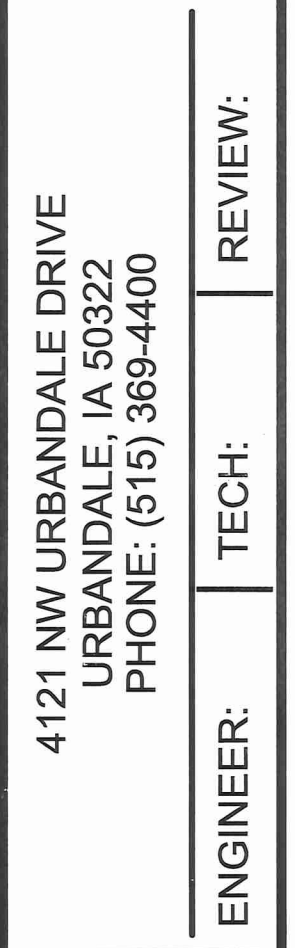
REVISIONS

DATE

4/27/2022

FIRST SUBMITTAL

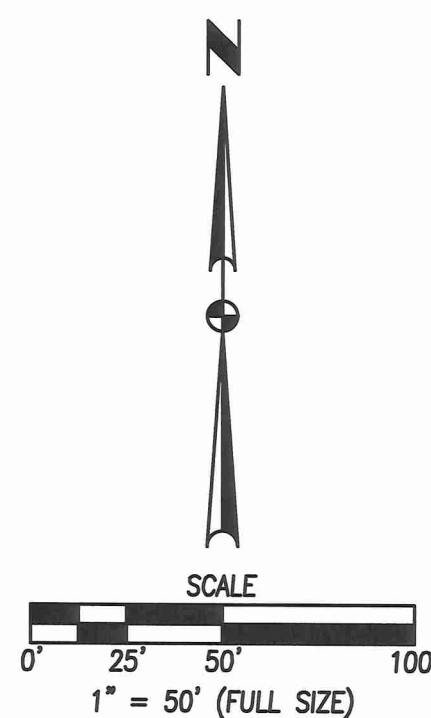
REVISIONS	DATE
FIRST SUBMITTAL	4/27/2022

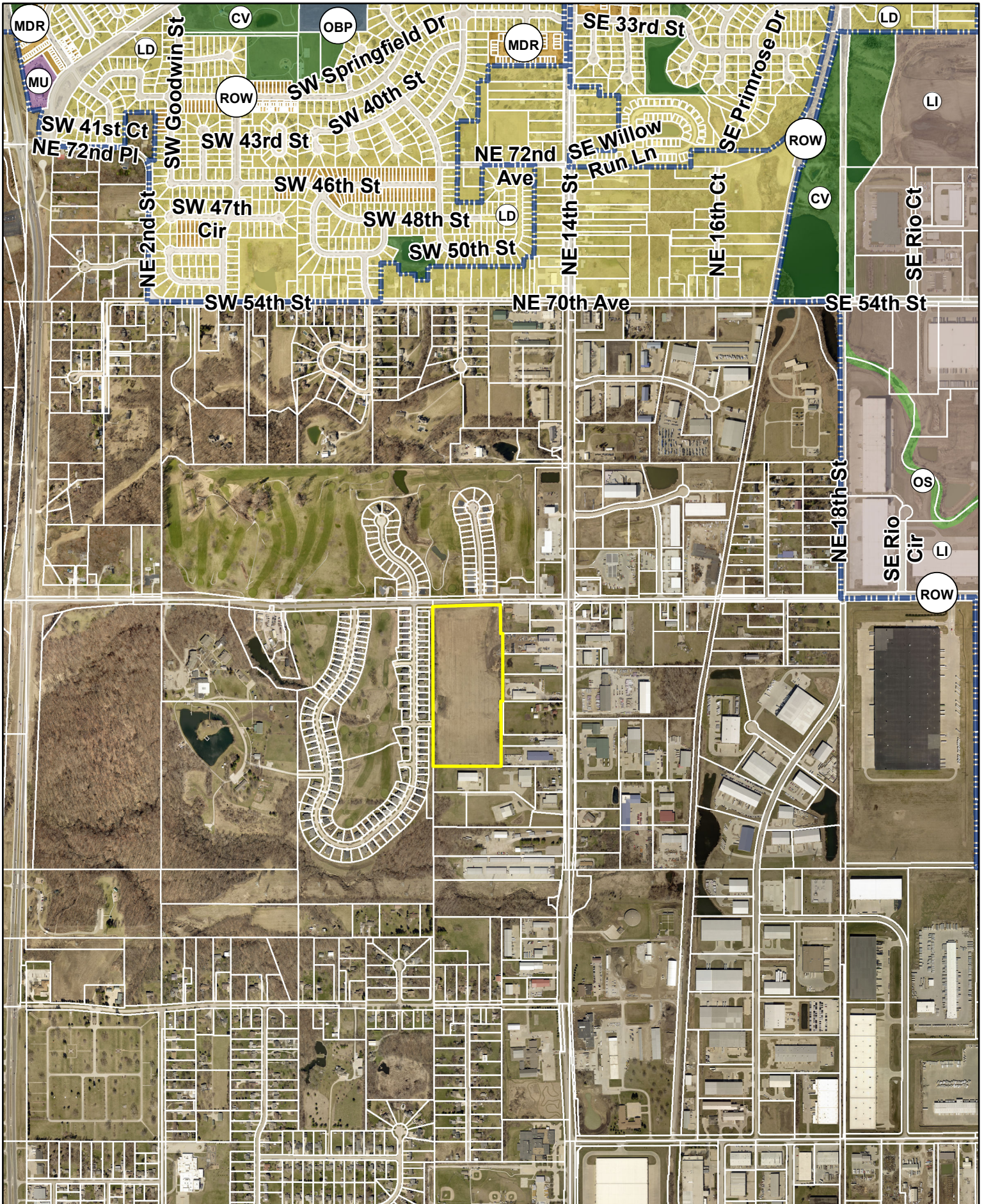


**T
LAT 6**
POLK COUNTY, IOWA

THE GREENS AT
WOODLAND HILLS P
FINAL PLAT

FILE: H:\2021\2101007\DWG\2101007-FINAL PLAT.DWG
FILE DATE: 4/27/22 DATE PLOTTED: 5/13/2022 3:19 PM
PLOTTED BY: JON FROHNI TECH: COMMENT:
ENG:







ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Ankeny Public Services Library Remodel: Consider motion to approve: a) The Architect's Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Edge Commercial, LLC in the amount of \$3,937,732; and c) Retainage Payment #11 in the amount of \$196,886.60 which will be released 30 days after project acceptance.

EXECUTIVE SUMMARY:

The actions before the council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the retainage payment to Edge Commercial, LLC on the Ankeny Public Services Building Renovation Project.

This project is now fully complete and all closeout items have been addressed by the contractor. A series of acceptance actions are needed in order to close out this construction project:

a) Architect's Certificate of Completion: The attached Certificate of Completion from the architect, SVPA,

states that the work performed was in substantial conformance with the plans and specifications.

b) Resolution accepting the Public Improvements: This Resolution approves and adopts the Architect's Certificate of Completion.

c) Payment #11, releasing the retainage on the project to Edge Commercial, LLC in the amount of \$196,886. It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Accept the Architect's Certificate of Completion.
 2. Adopt the Resolution accepting the project.
 3. Authorize the Retainage Payment 30 days after project acceptance.
-

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

December 2, 2019: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Cert of Completion
 Pay Application
 Resolution



www.svpa-architects.com
Phone 515.327.5990

1466 28th Street, Suite 200
West Des Moines, Iowa 50266

May 11, 2022

Mr. Nick Osborne
Assistant to the City Manager
City Manager's Office
410 W. First St.
Ankeny, IA 50023-1557

RE: Final Acceptance, Ankeny Public Services Library Remodel

Mr. Osborne:

This letter is to serve as SVPA Architects Inc.'s recommendation for Final Acceptance of Ankeny Public Services Library Remodel as delivered by Edge Commercial, LLC.

All closeout documentation has been submitted, reviewed, and released to the City of Ankeny per specification section 01 77 00. All punch list items, to our knowledge, have been completed.

SVPA recommends release of retainage.

Thank you for this opportunity to be of service to the you. Please feel free to contact our office if you have any questions.

Sincerely,

A handwritten signature in blue ink, reading "Robert T. Ormsby".

Robert T. Ormsby, AIA LEED AP
Vice President/Principal

PC: File

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Public Services Library Remodel
Contractor: Edge Commercial
Address: 3155 SE Miehe Drive - Grimes, IA 50111
Finance Budget Code: 934.2934.4413 **Finance Project #** 934.4413
Vendor Project or Invoice #: **PO #**
Original Contract Date: December 2, 2019 **Vendor #** 7636

Date of Council Meeting: June 6, 2022 **PAYMENT REQUEST #** RETAINAGE
PAYMENT PERIOD: From: December 1, 2021 Through: May 1, 2022

Contract Summary

Original Contract Amount:	\$	3,806,200.00	
Net change by Change Orders:	\$	131,532.00	
Contract Amount to Date: (line 1 ± 2)	\$	3,937,732.00	
 Total completed and stored to date:	\$	3,937,732.00	
Retainage: 5 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	3,937,732.00	
Less previous applications for payment:	\$	3,740,845.40	
SUBTOTAL			\$ 196,886.60
 OTHER CHARGES (Attach an itemized list)	\$	-	
 CURRENT PAYMENT DUE			\$ 196,886.60

Balance to finish, including retainage: \$ -

Contract Time Remaining (If applicable) - #

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

Construction Contractor Approval: Edge Commercial
 Firm Name
 Branson Ropp
 Signature
 Date: 5/12/2022

Engineer / Consultant Approval: SVPA Architects Inc.
 Firm Name
 Robert F. Clark
 Signature
 Date: 05.11.22

City of Ankeny Staff Approval:
 Nick Albano
 Signature
 Date: 5-12-22

Submit to: Paul Moritz P.E. - Assistant City Manager
E-mail: pmoritz@Ankenylowa.gov **Phone:** (515) 965-6420 **Fax:** (515) 963-3537

REQUEST FOR PAYMENT

To: City of Ankeny
410 W. 1st St.
Ankeny, IA 50023

From: Edge Commercial, LLC
3155 SE Miehle Dr, Ste 2
Grimes, IA 50111

Project: S-14075-19
Ankeny Public Services

Invoice: 140751911
Draw: 140751900011
Invoice date: 10/25/2021
Period ending date: 10/25/2021
Contract date:

Architect:
Architect
ArchAddr1
ArchAddr2

Contract For:

Request for payment:

Original contract amount	\$3,806,200.00	
Approved changes	\$131,532.00	
Revised contract amount		\$3,937,732.00
Contract completed to date		\$3,937,732.00
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less retainage	\$0.00	
Total completed less retainage		\$3,937,732.00
Less previous requests	\$3,740,845.40	
Current request for payment		\$196,886.60
Current billing		\$0.00
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	-\$196,886.60	
Current amount due		\$196,886.60
Remaining contract to bill	\$0.00	

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

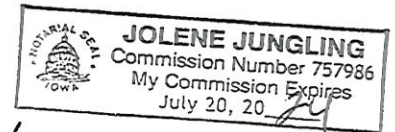
CONTRACTOR:

By: [Signature] Date: 10/25/21

State Of Iowa
County Of Polk

Subscribed and sworn to before me this 25th day of October, 2021

Notary Public:
My commission expires: 7.20.24



Architect's Certificate for Payment

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

AMOUNT CERTIFIED.....\$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation sheet that are change to confirm the AMOUNT CERTIFIED.)

Architect: By: _____ Date: _____

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	134,242.00	-2,710.00
Total approved this Month		
TOTALS	134,242.00	-2,710.00
NET CHANGES by Change Order	131,532.00	

REQUEST FOR PAYMENT DETAIL

Project: S-14075-19 / Ankeny Public Services

Invoice: 140751911

Draw: 140751900011

Period Ending Date: 10/25/2021 Detail Page 2 of 6 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
1	Supervision/Project Management	122,600.00	122,600.00			122,600.00	100.00		
2	General Conditions	103,000.00	103,000.00			103,000.00	100.00		
3	Selective Structure Demolition	94,000.00	94,000.00			94,000.00	100.00		
4	Concrete Removal/Replacement	18,000.00	18,000.00			18,000.00	100.00		
5	Concrete Footings & Slab	23,000.00	23,000.00			23,000.00	100.00		
6	Concrete Sealer & Hardener	3,000.00	3,000.00			3,000.00	100.00		
7	Brick Masonry & Cast Stone	20,300.00	20,300.00			20,300.00	100.00		
8	Structural Steel Materials	28,200.00	28,200.00			28,200.00	100.00		
9	Structural Steel Labor	16,700.00	16,700.00			16,700.00	100.00		
10	Rough Carpentry	8,600.00	8,600.00			8,600.00	100.00		
11	Casework Materials	76,200.00	76,200.00			76,200.00	100.00		
12	Casework Labor	17,100.00	17,100.00			17,100.00	100.00		
13	Plastic Paneling	1,400.00	1,400.00			1,400.00	100.00		
14	Fluid Applied Waterproofing	2,200.00	2,200.00			2,200.00	100.00		
15	Fluid Applied Air Barrier	2,000.00	2,000.00			2,000.00	100.00		
16	Membrane Roofing Patching	3,700.00	3,700.00			3,700.00	100.00		
17	Sheet Metal Flashing & Trim	6,000.00	6,000.00			6,000.00	100.00		
18	Penetration Firestopping	5,000.00	5,000.00			5,000.00	100.00		
19	Joint Sealants	5,500.00	5,500.00			5,500.00	100.00		
20	HM Doors & Frames Materials	8,800.00	8,800.00			8,800.00	100.00		
21	HM Doors & Frame Labor	3,200.00	3,200.00			3,200.00	100.00		
22	Interior Aluminum Materials	16,300.00	16,300.00			16,300.00	100.00		
23	Interior Aluminum Labor	9,800.00	9,800.00			9,800.00	100.00		
24	Flush Wood Door Materials	7,700.00	7,700.00			7,700.00	100.00		
25	Flush Wood Door Labor	1,800.00	1,800.00			1,800.00	100.00		
26	Aluminum Storefront Materials	26,100.00	26,100.00			26,100.00	100.00		
27	Aluminum Storefront Labor	40,900.00	40,900.00			40,900.00	100.00		
28	Door Hardware Materials	39,000.00	39,000.00			39,000.00	100.00		
29	Door Hardware Labor	12,200.00	12,200.00			12,200.00	100.00		
30	Glazing Materials	66,100.00	66,100.00			66,100.00	100.00		

REQUEST FOR PAYMENT DETAIL

Project: S-14075-19 / Ankeny Public Services

Invoice: 140751911

Draw: 140751900011

Period Ending Date: 10/25/2021 Detail Page 3 of 6 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
31	Glazing Labor	18,700.00	18,700.00			18,700.00	100.00		
32	Metal Stud Framing Materials	48,400.00	48,400.00			48,400.00	100.00		
33	Metal Stud Framing Labor	53,700.00	53,700.00			53,700.00	100.00		
34	Gypsum Board Materials	27,700.00	27,700.00			27,700.00	100.00		
35	Gypsum Board Labor	39,200.00	39,200.00			39,200.00	100.00		
36	Ceramic Tile Materials	2,400.00	2,400.00			2,400.00	100.00		
37	Ceramic Tile Labor	2,800.00	2,800.00			2,800.00	100.00		
38	Acoustical Ceiling Materials	97,800.00	97,800.00			97,800.00	100.00		
39	Acoustical Ceiling Labor	47,200.00	47,200.00			47,200.00	100.00		
40	Resilient Flooring Materials	8,300.00	8,300.00			8,300.00	100.00		
41	Resilient Flooring Labor	4,600.00	4,600.00			4,600.00	100.00		
42	Carpet Tile Materials	65,000.00	65,000.00			65,000.00	100.00		
43	Carpet Tile Labor	9,900.00	9,900.00			9,900.00	100.00		
44	Painting & Coating	36,900.00	36,900.00			36,900.00	100.00		
45	Visual Display Materials	3,000.00	3,000.00			3,000.00	100.00		
46	Visual Display Labor	950.00	950.00			950.00	100.00		
47	Signage	16,900.00	16,900.00			16,900.00	100.00		
48	Operable Partition Materials	11,800.00	11,800.00			11,800.00	100.00		
49	Operable Partition Labor	2,200.00	2,200.00			2,200.00	100.00		
50	Toilet Accessories Materials	2,400.00	2,400.00			2,400.00	100.00		
51	Toilet Accessories Labor	950.00	950.00			950.00	100.00		
52	Fire Extinguisher Materials	1,100.00	1,100.00			1,100.00	100.00		
53	Fire Extinguisher Labor	500.00	500.00			500.00	100.00		
54	Monolithic Canopy Materials	29,900.00	29,900.00			29,900.00	100.00		
55	Monolithic Canopy Labor	7,700.00	7,700.00			7,700.00	100.00		
56	Projection Screens	7,600.00	7,600.00			7,600.00	100.00		
57	Roller Window Shades	12,900.00	12,900.00			12,900.00	100.00		
58	Fire Sprinkler Engineering	2,600.00	2,600.00			2,600.00	100.00		
59	Fire Sprinkler Materials	6,900.00	6,900.00			6,900.00	100.00		
60	Fire Sprinkler Labor	22,000.00	22,000.00			22,000.00	100.00		

REQUEST FOR PAYMENT DETAIL

Project: S-14075-19 / Ankeny Public Services

Invoice: 140751911

Draw: 140751900011

Period Ending Date: 10/25/2021 Detail Page 4 of 6 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
61	Domestic Water Materials	10,200.00	10,200.00			10,200.00	100.00		
62	Domestic Water Labor	6,700.00	6,700.00			6,700.00	100.00		
63	Sanitary Piping Materials	7,400.00	7,400.00			7,400.00	100.00		
64	Sanitary Piping Labor	7,700.00	7,700.00			7,700.00	100.00		
65	Plumbing Fixtures Materials	12,900.00	12,900.00			12,900.00	100.00		
66	Plumbing Fixtures Labor	3,800.00	3,800.00			3,800.00	100.00		
67	Testing, Adjusting, & Balance	7,000.00	7,000.00			7,000.00	100.00		
68	HVAC Controls	36,800.00	36,800.00			36,800.00	100.00		
69	Mechanical Insulation	35,900.00	35,900.00			35,900.00	100.00		
70	Geothermal Loops & Grout Ma	24,900.00	24,900.00			24,900.00	100.00		
71	Geothermal Equip & Labor	41,900.00	41,900.00			41,900.00	100.00		
72	Geothermal Headers & Manifo	26,900.00	26,900.00			26,900.00	100.00		
73	Geothermal Glycol & Purging	5,900.00	5,900.00			5,900.00	100.00		
74	Hydronic Piping Materials	49,200.00	49,200.00			49,200.00	100.00		
75	Hydronic Piping Labor	21,500.00	21,500.00			21,500.00	100.00		
76	HVAC Ductwork Materials	21,000.00	21,000.00			21,000.00	100.00		
77	HVAC Ductwork Labor	120,400.00	120,400.00			120,400.00	100.00		
78	ERV System	149,200.00	149,200.00			149,200.00	100.00		
79	Split System Units	8,800.00	8,800.00			8,800.00	100.00		
80	Exhaust Fans & GRD's	5,900.00	5,900.00			5,900.00	100.00		
81	VRF System	186,900.00	186,900.00			186,900.00	100.00		
82	Cabinet Unit Heaters	9,800.00	9,800.00			9,800.00	100.00		
83	Elec. Raceway Materials	25,000.00	25,000.00			25,000.00	100.00		
84	Elec. Raceway Labor	20,000.00	20,000.00			20,000.00	100.00		
85	Underfloor Raceway Materials	45,000.00	45,000.00			45,000.00	100.00		
86	Underfloor Raceway Labor	3,500.00	3,500.00			3,500.00	100.00		
87	Elec Power & Wiring Device M	40,000.00	40,000.00			40,000.00	100.00		
88	Elec Power & Wiring Device L:	30,000.00	30,000.00			30,000.00	100.00		
89	Engine Generators Materials	37,000.00	37,000.00			37,000.00	100.00		
90	Engine Generators Labor	4,000.00	4,000.00			4,000.00	100.00		

REQUEST FOR PAYMENT DETAIL

Project: S-14075-19 / Ankeny Public Services

Invoice: 140751911

Draw: 140751900011

Period Ending Date: 10/25/2021 Detail Page 5 of 6 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
91	Lighting Materials	148,000.00	148,000.00			148,000.00	100.00		
92	Lighting Labor	55,100.00	55,100.00			55,100.00	100.00		
93	Telecom Data Materials	56,000.00	56,000.00			56,000.00	100.00		
94	Telecom Data Labor	31,000.00	31,000.00			31,000.00	100.00		
95	Audio Visual System Materials	56,000.00	56,000.00			56,000.00	100.00		
96	Audio Visual System Labor	31,000.00	31,000.00			31,000.00	100.00		
97	Security Access Control Mat'ls	50,000.00	50,000.00			50,000.00	100.00		
98	Security Access Control Labor	30,000.00	30,000.00			30,000.00	100.00		
99	Fire Alarm Materials	9,500.00	9,500.00			9,500.00	100.00		
100	Fire Alarm Labor	5,500.00	5,500.00			5,500.00	100.00		
101	Site Demolition	61,100.00	61,100.00			61,100.00	100.00		
102	Site Stripping & Subgrade Prep	33,500.00	33,500.00			33,500.00	100.00		
103	Mass Grading & Backfilling	105,200.00	105,200.00			105,200.00	100.00		
104	Concrete Paving & Sealants	304,100.00	304,100.00			304,100.00	100.00		
105	Pavement Markings & Signage	9,300.00	9,300.00			9,300.00	100.00		
106	Seeding	7,800.00	7,800.00			7,800.00	100.00		
107	Sodding	14,000.00	14,000.00			14,000.00	100.00		
108	Landscape Plantings	15,300.00	15,300.00			15,300.00	100.00		
109	Site Utilities	171,700.00	171,700.00			171,700.00	100.00		
110	Temp Fencing	9,600.00	9,600.00			9,600.00	100.00		
111	SWPPP Management & Inspection	12,200.00	12,200.00			12,200.00	100.00		
112	General Liability Insurance	32,300.00	32,300.00			32,300.00	100.00		
113	Performance & Payment Bond	38,000.00	38,000.00			38,000.00	100.00		
114	Contractor's Fee	134,400.00	134,400.00			134,400.00	100.00		
115	Change Order 01	15,041.00	15,041.00			15,041.00	100.00		
116	Change Order 02	10,272.00	10,272.00			10,272.00	100.00		
117	Change Order 03	1,424.00	1,424.00			1,424.00	100.00		
118	Change Order 04	24,620.00	24,620.00			24,620.00	100.00		
119	Change Order 05	18,525.00	18,525.00			18,525.00	100.00		
120	Change Order 06	16,372.00	16,372.00			16,372.00	100.00		

REQUEST FOR PAYMENT DETAIL

Project: S-14075-19 / Ankeny Public Services

Invoice: 140751911

Draw: 140751900011

Period Ending Date: 10/25/2021 Detail Page 6 of 6 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
121	Change Order 07	3,997.00	3,997.00			3,997.00	100.00		
122	Change Order 08	9,795.00	9,795.00			9,795.00	100.00		
123	Change Order 09	12,998.00	12,998.00			12,998.00	100.00		
124	Change Order 10	819.00	819.00			819.00	100.00		
125	Change Order 11	9,063.00	9,063.00			9,063.00	100.00		
126	Change Order 12	2,491.00	2,491.00			2,491.00	100.00		
127	Change Order 13	2,231.00	2,231.00			2,231.00	100.00		
128	Change Order 14	3,884.00	3,884.00			3,884.00	100.00		

Totals		3,937,732.00	3,937,732.00			3,937,732.00	100.00		
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Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE ANKENY PUBLIC SERVICES LIBRARY REMODEL", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE ANKENY PUBLIC SERVICES LIBRARY REMODEL

WHEREAS, on the 2nd day of December, 2019, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with Edge Commercial of Grimes, Iowa, for the construction of certain public improvements generally described as the Ankeny Public Services Library Remodel; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on May 11, 2022:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$3,937,732.00, as shown in the report of the Engineer.

PASSED AND APPROVED this 6th day of June, 2022.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

S Ankeny Boulevard & Magazine Road Safety Improvements:

Consider motion to approve: a) Final Change Order #2, reducing the contract in the amount of \$9,320.37; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with All Star Concrete, LLC in the amount of \$477,757.63; and d) Final Payment #4 in the amount of \$26,665.48 / Release of Retainage in the amount of \$23,887.88.

EXECUTIVE SUMMARY:

The actions before the Council are approval of the final change order, acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to All Star Concrete, LLC for the S Ankeny Boulevard & Magazine Road Safety Improvements.

The project opened to traffic in August 2021 and is now complete. The project realigned the left-turn lanes to provide left-turn drivers better view of oncoming traffic. The number and rate of crashes has decreased significantly: since the re-aligned intersection was opened, there have been five crashes in ten months, or 1 crash every 60 days; in the previous five years, one crash occurred every 38 days on average.

A series of actions are needed in order to close out this construction project:

- 1) Final Change Order: Change Order #2 reduces the construction contract in the amount of \$9,320.37.
- 2) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial compliance with the plans and specifications and that the final contract amount is \$477,757.63.
- 3) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the S Ankeny Boulevard & Magazine Road Safety Improvements and establishes the final contract amount to be \$477,757.63.
- 4) Final Payment: All Star Concrete, LLC = \$26,665.48
Retainage Payment: All Star Concrete, LLC = \$23,887.88

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 for construction in 2021.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following actions:

1. Approve Final Change Order #2, decreasing the contract in the amount of \$9,320.37.
 2. Accept the Certificate of Completion from the project engineer for the S Ankeny Boulevard & Magazine Road Safety Improvements.
 3. Adopt the Resolution accepting the S Ankeny Boulevard & Magazine Road Safety Improvements with All Star Concrete, LLC in the final contract amount of \$477,757.63; and
 4. Authorize final payment to All Star Concrete, LLC in the amount of \$26,665.48 and release of retainage payment in the amount of \$23,887.88 in accordance with the terms of the contract.
-

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

November 16, 2020: Council approved an Agreement for Traffic Safety Improvement Program (TSIP) funding with Iowa Department of Transportation.

January 4, 2021: Council ordered construction and set dates for bid letting and public hearing.

February 1, 2021: Council held a public hearing; adopted plans, specifications, form of contract, and estimate of cost; and awarded construction; and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #2_Final
 Certificate of Completion
 Pay Application #4 & Final
 Resolution

CHANGE ORDER FORM



Project Title: S Ankeny Blvd & Magazine Rd Safety Improvements
Contractor: All-Star Concrete
Address: 1403 SW Ordinance Road, Ankeny, IA, 50023
Finance Budget Code: 982.3982.4451 **Finance Project #** 982.4451
Vendor Project or Invoice #: **PO #**
Original Contract Date: February 1, 2021 **Vendor #** 9679

Change Order Number: 2 *Final ym*

Change Order Date: June 6, 2022

Purpose of Change Order:

Zero out remaining quantities.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.4	SUBGRADE PREPARATION, 12"	SY	(640.00)	\$ 9.00	\$ (5,760.00)
2.5	SUBBASE, MODIFIED, 12"	SY	(45.90)	\$ 22.00	\$ (1,009.80)
7.1	PAVEMENT, PCC, CLASS C-SUD, 9"	SY	(21.50)	\$ 65.00	\$ (1,397.50)
7.4	REMOVAL OF SIDEWALK	SY	2.40	\$ 14.00	\$ 33.60
7.5	SIDEWALK, PCC, 6"	SY	5.56	\$ 52.00	\$ 289.12
7.7	PAVEMENT REMOVAL	SY	21.00	\$ 15.00	\$ 315.00
8.2	PAINTED PAVEMENT MARKINGS, DURABLE	STA	(9.82)	\$ 116.00	\$ (1,139.12)
8.4	RAISED PAVEMENT MARKINGS, DURABLE	EA	19.00	\$ 11.00	\$ 209.00
8.5	PAVEMENT MARKINGS REMOVED	STA	0.67	\$ 153.00	\$ 102.51
8.7	GROOVES CUT FOR PAVEMENT MARKINGS	STA	(10.37)	\$ 59.00	\$ (611.83)
8.11	REMOVE SIGN	EA	2.00	\$ 100.00	\$ 200.00
9.3	FILTER SOCK, 9"	LF	256.00	\$ 2.10	\$ 537.60
9.4	FILTER SOCK, REMOVAL	LF	256.00	\$ 0.60	\$ 153.60
9.5	EROSION CONTROL MULCHING, HYDROMULCH (BFM) WITH TEMPORARY SEEDING	ACRE	(0.23)	\$ 2,585.00	\$ (594.55)
9.8	INLET PROTECTION DEVICE, MAINTENANCE	EA	(24.00)	\$ 27.00	\$ (648.00)

Change Order Number: 2 makes the following adjustments to the contract: **\$ (9,320.37)**

Contractor Accepted: All-Star Concrete

Signature: *Alex Vargay* Firm Name: _____ Date: *5/27/22*

Engineer Approved: HR Green

Signature: *[Signature]* Firm Name: _____ Date: *5/27/2022*

Owner Accepted: City of Ankeny

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 482,918.00
1	September 20, 2021	\$ 4,160.00
2	June 6, 2022	\$ (9,320.37)
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Revised Contract Amount **\$ 477,757.63**

CERTIFICATE OF COMPLETION

South Ankeny Boulevard and Magazine Road Safety Improvements

Ankeny, Iowa

June 6, 2022

This is to certify that the construction improvements on the *South Ankeny Boulevard and Magazine Road Safety Improvements* project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is **\$477,757.63**. I hereby recommend acceptance of the project.

Respectfully submitted,



Jason Lastovica, PE

Project Manager

HR Green, Inc.

Iowa License Number 19543

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S Ankeny Blvd & Magazine Rd Safety Improvements
Contractor: All-Star Concrete
Address: 1403 SW Ordance Road, Ankeny, IA, 50023
Finance Budget Code: 982.3982.4451 **Finance Project #** 982.4451
Vendor Project or Invoice #: **PO #**
Original Contract Date: February 1, 2021 **Vendor #** 9679

Date of Council Meeting: June 6, 2022 **PAYMENT REQUEST #** 4 *Final*
PAYMENT PERIOD: From: September 4, 2021 Through: May 23, 2022

Contract Summary

Original Contract Amount:	\$	482,918.00	
Net change by Change Orders:	\$	(5,160.37)	
Contract Amount to Date: (line 1 ± 2)	\$		477,757.63
Total completed and stored to date:	\$	477,757.63	
Retainage: 5 % of Completed Work:	\$	23,887.88	
Total Earned less Retainage:	\$		453,869.75
Less previous applications for payment:	\$		424,704.27
SUBTOTAL			\$ 29,165.48

OTHER CHARGES (Attach an Itemized list) \$ (2,500.00)

CURRENT PAYMENT DUE \$ 26,665.48

Balance to finish, including retainage: \$ ~~21,387.88~~ ^{23,887.88} *W*

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: All-Star Concrete

Signature: *Alex Vagstad* Firm Name: _____ Date: 5/27/22

Engineer / Consultant Approval: HR Green

Signature: *[Signature]* Firm Name: _____ Date: 5/27/2022

City of Ankeny Staff Approval:

Signature: *Leslie Hart* Date: 05/27/22

Submit to: Leslie Hart, PE, PTOE - Traffic Engineering Manager
 E-mail: lhart@ankenyiowa.gov Phone: (515) 963-3548 Fax: (515) 963-3535

Date Printed: 5/27/2022

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
EARTHWORK											
2.1	CLEARING AND GRUBBING	UNIT	7.00		7.00	\$ 1,700.00	\$ 11,900.00	7.00	\$ 11,900.00	-	100.00%
2.2	TOPSOIL, ON-SITE	CY	110.00		110.00	\$ 19.00	\$ 2,090.00	110.00	\$ 2,090.00	-	100.00%
2.3	EXCAVATION, CLASS 10	CY	550.00		550.00	\$ 24.00	\$ 13,200.00	550.00	\$ 13,200.00	-	100.00%
2.4	SUBGRADE PREPARATION, 12"	SY	640.00	(640.00)	-	\$ 9.00	\$ -	-	\$ -	-	0.00%
2.5	SUBBASE, MODIFIED, 12"	SY	1,450.00	(45.90)	1,404.10	\$ 22.00	\$ 30,890.20	1,404.10	\$ 30,890.20	-	100.00%
2.6	COMPACTION TESTING	LS	1.00		1.00	\$ 4,600.00	\$ 4,600.00	1.00	\$ 4,600.00	-	100.00%
STREETS AND RELATED WORK											
7.1	PAVEMENT, PCC, CLASS C-SUD, 9"	SY	1,377.00	(21.50)	1,355.50	\$ 65.00	\$ 88,107.50	1,355.50	\$ 88,107.50	-	100.00%
7.2	PAVEMENT, COLORED PCC, CLASS C-SUD, 9"	SY	123.00		123.00	\$ 99.50	\$ 12,238.50	123.00	\$ 12,238.50	-	100.00%
7.3	CONCRETE MEDIAN, 6" PCC	SY	333.00		333.00	\$ 60.00	\$ 19,980.00	333.00	\$ 19,980.00	-	100.00%
7.4	REMOVAL OF SIDEWALK	SY	321.00	2.40	323.40	\$ 14.00	\$ 4,527.60	323.40	\$ 4,527.60	-	100.00%
7.6	SIDEWALK, PCC, 6"	SY	212.00	5.50	217.50	\$ 52.00	\$ 11,313.12	217.50	\$ 11,313.12	-	100.00%
7.6	DETECTABLE WARNING	SF	122.00		122.00	\$ 55.00	\$ 6,710.00	122.00	\$ 6,710.00	-	100.00%
7.7	PAVEMENT REMOVAL	SY	784.00	21.00	805.00	\$ 15.00	\$ 12,075.00	805.00	\$ 12,075.00	-	100.00%
TRAFFIC CONTROL											
8.1	TRAFFIC SIGNAL MODIFICATIONS	LS	1.00		1.00	\$151,920.00	\$ 151,920.00	1.00	\$ 151,920.00	-	100.00%
8.2	PAINTED PAVEMENT MARKINGS, DURABLE	STA	80.00	(9.82)	70.18	\$ 116.00	\$ 8,140.88	70.18	\$ 8,140.88	-	100.00%
8.3	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	10.00		10.00	\$ 343.00	\$ 3,430.00	10.00	\$ 3,430.00	-	100.00%
8.4	RAISED PAVEMENT MARKINGS	EA	22.00	19.00	41.00	\$ 11.00	\$ 451.00	41.00	\$ 451.00	-	100.00%
8.5	PAVEMENT MARKINGS REMOVED	STA	7.00	0.67	7.67	\$ 153.00	\$ 1,173.51	7.67	\$ 1,173.51	-	100.00%
8.6	SYMBOLS AND LEGENDS REMOVED	EA	6.00		6.00	\$ 108.00	\$ 636.00	6.00	\$ 636.00	-	100.00%
8.7	GROOVES CUT FOR PAVEMENT MARKINGS	STA	80.00	(10.37)	69.63	\$ 59.00	\$ 4,108.17	69.63	\$ 4,108.17	-	100.00%
8.8	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	10.00		10.00	\$ 185.00	\$ 1,850.00	10.00	\$ 1,850.00	-	100.00%
8.9	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$16,200.00	\$ 16,200.00	1.00	\$ 16,200.00	-	100.00%
8.10	PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)	DAY	28.00		28.00	\$ 158.00	\$ 4,404.00	28.00	\$ 4,404.00	-	100.00%
8.11	REMOVE SIGN	EA	3.00	2.00	5.00	\$ 100.00	\$ 500.00	5.00	\$ 500.00	-	100.00%
8.12	INSTALL SIGN	EA	5.00		5.00	\$ 317.00	\$ 1,585.00	5.00	\$ 1,585.00	-	100.00%
SITE WORK AND LANDSCAPING											
9.1	CONVENTION SEEDING, SEEDING AND FERTILIZER TYPE 6	ACRE	0.40		0.40	\$ 2,743.00	\$ 1,097.20	0.40	\$ 1,097.20	-	100.00%
9.2	HYDRAULIC MULCHING, BONDED FIBER MATRIX (b/m)	ACRE	0.40		0.40	\$ 2,532.00	\$ 1,012.80	0.40	\$ 1,012.80	-	100.00%
9.3	FILTER SOCK, 9"	LF	400.00	256.00	656.00	\$ 2.10	\$ 1,377.60	656.00	\$ 1,377.60	-	100.00%
9.4	FILTER SOCK, REMOVAL	LF	400.00	256.00	656.00	\$ 0.60	\$ 393.60	656.00	\$ 393.60	-	100.00%
9.5	EROSION CONTROL, MULCHING, HYDROMULCHING WITH TEMPORARY SEEDING	ACRE	0.40	(0.23)	0.17	\$ 2,585.00	\$ 439.45	0.17	\$ 439.45	-	100.00%
9.6	INLET PROTECTION DEVICE, DROP-IN	EA	8.00		8.00	\$ 108.00	\$ 848.00	8.00	\$ 848.00	-	100.00%
9.7	INLET PROTECTION DEVICE, SURFACE-APPLIED	EA	4.00		4.00	\$ 53.00	\$ 212.00	4.00	\$ 212.00	-	100.00%
9.8	INLET PROTECTION DEVICE, MAINTENANCE	EA	24.00	(24.00)	-	\$ 27.00	\$ -	-	\$ -	-	0.00%
MISCELLANEOUS											
11.1	MOBILIZATION	LS	1.00		1.00	\$46,736.50	\$ 46,736.50	1.00	\$ 46,736.50	-	100.00%
11.2	TEMPORARY GRANULAR SIDEWALK	SY	160.00		160.00	\$ 35.00	\$ 5,600.00	160.00	\$ 5,600.00	-	100.00%
11.3	CONCRETE WASHOUT	LS	1.00		1.00	\$ 2,250.00	\$ 2,250.00	1.00	\$ 2,250.00	-	100.00%
CHANGE ORDER ITEMS											
C1.1	TEMPORARY STOP BARS	EA	-	2.00	2.00	\$ 300.00	\$ 600.00	2.00	\$ 600.00	-	100.00%
C1.2	HANDHOLE ADJUSTMENT	LS	-	1.00	1.00	\$ 1,065.00	\$ 1,065.00	1.00	\$ 1,065.00	-	100.00%
C1.3	SUBDRAIN ADJUSTMENT	LS	-	1.00	1.00	\$ 550.00	\$ 550.00	1.00	\$ 550.00	-	100.00%
C1.4	SIGNAL HEAD COVERS	LS	-	1.00	1.00	\$ 845.00	\$ 845.00	1.00	\$ 845.00	-	100.00%
C1.5	MANHOLE ADJUSTMENT, MINOR	LS	-	1.00	1.00	\$ 1,100.00	\$ 1,100.00	1.00	\$ 1,100.00	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 477,757.63

\$ 477,757.63

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 19, 2021	\$ 136,515.00
2	August 16, 2021	\$ 218,971.06
3	September 20, 2021	\$ 69,218.21
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 424,704.27

Record of Change Orders

No.	Date	Amount
1	September 20, 2021	\$ 4,160.00
2	June 6, 2022	\$ (9,320.37)
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TOTAL \$ (5,160.37)

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 1, 2021
Original Contract Time:	55.00
Added by Change Order:	
Contract Time to Date:	55.00
Time Used to Date:	74.00
Contract Time Remaining:	-

OTHER CHARGES FORM

	Project Title:	S Ankeny Blvd & Magazine Rd Safety Improvements		
	Contractor:	All-Star Concrete		
	Address:	1403 SW Ordance Road, Ankeny, IA, 50023		
	Finance Budget Code:	982.3982.4451	Finance Project #	982.4451
	Vendor Project or Invoice #:		PO #	
	Original Contract Date:	February 1, 2021	Vendor #	9679
Memo:				
Other Charges				
Purpose of Other Charges:				
Per the contract documents, "The Contractor shall substantially complete the overall project within forty-five (45) working days. Liquidated damages of One Thousand Dollars (\$1,000.00) per calendar day will be assessed for work not substantially completed within the designated Contract term(s). The Contractor shall fully complete the overall project within ten (10) working days from a mutually agreed upon date following substantial completion for the overall project. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of Five Hundred Dollars (\$500.00) per calendar day will be assessed for work not fully completed within the designated Contract term(s)." Liquidated Damages of Two Thousand Five Hundred Dollars (\$2,500.00) are based on additional engineering consultant fees incurred by the City and calendar days beyond contracted limit of working days. This amount shall be included with the Final Pay Application #4 for S Ankeny Blvd & Magazine Rd Safety Improvements.				
Engineer Approved: <u>HR Green</u> <u>Signature</u> <u>5/27/2022</u> <u>Firm Name</u> <u>Date</u>				
Owner Accepted: <u>City of Ankeny</u> <u>Signature</u> <u>Title</u> <u>Date</u>				
Attest for Owner: <u>Signature</u> <u>Title</u> Other Charges Amount <u>\$ (2,500.00)</u> <u>Date</u>				

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE SOUTH ANKENY BOULEVARD AND MAGAZINE ROAD SAFETY IMPROVEMENTS", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE SOUTH ANKENY BOULEVARD AND MAGAZINE ROAD SAFETY IMPROVEMENTS

WHEREAS, on the 1st day of February, 2021, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with All Star Concrete, LLC of Ankeny, Iowa, for the construction of certain public improvements generally described as the South Ankeny Boulevard and Magazine Road Safety Improvements; 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 6, 2022:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$477,757.63, as shown in the report of the Engineer.

PASSED AND APPROVED this 6th day of June, 2022.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider a motion to enter into an agreement for Crossing Guard Services for the 2022-2023 school year between the City of Ankeny, the Ankeny Community School District and All City Management Services, Inc.

EXECUTIVE SUMMARY:

The City and the Ankeny Community School District are renewing an agreement with a full-service contractor, All City Management Services, Inc. "The Crossing Guard Company", to privatize crossing guard services.

FISCAL IMPACT: **Yes**

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. The crossing guards are employees of this independent contractor, not the City or the School District.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to enter into an agreement for Crossing Guard Services for the 2022-2023 school year

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Crossing Guard Agreement 2022-2023



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated June 6, 2022 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, 2022 and ends on June 30, 2023 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 Twenty-eight Dollars and Forty-one Cents **(\$28.41)** 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 Two Hundred (7,200) hours of service the cost shall not exceed Two Hundred Four Thousand Five Hundred Fifty-two Dollars (\$204,552.00) per year or One Hundred Two Thousand Two Hundred Seventy-six Dollars (\$102,276.00) 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 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to approve amended Agreement between the City of Ankeny and Group Creative Services for the design, construction, and installation of a public art project, restroom facility, and shelter at the Northwest Irvinedale Drive trailhead.

EXECUTIVE SUMMARY:

This amendment to the agreement between the City of Ankeny and Group Creative Services updates the timeline for completion of the trailhead amenities at the Northwest Irvinedale Drive trailhead and increases the total value of the agreement to cover increased costs of construction.

This project was scheduled to be completed in early 2021, but it was pushed back to this summer due to pandemic related delays, completion of supporting infrastructure and timing of seasonal usage. The proposed amendment to this agreement requires completion no later than October 14, 2022. With approval, construction is expected to begin later this month, with anticipated completion approximately 60 days later.

Since this project was originally approved, supply chain issues and inflation have led to increased costs. The project was originally bid by Group Creative in February and construction costs came back significantly higher than budgeted. Additional bidders were solicited for the project in March and April, which resulted in better pricing from a total of five bidders. Additionally, the artist team reduced their fees, some cost savings was achieved through value engineering and staff was able to secure additional grant funding from Bravo to help reduce the project costs. The maximum amount of the proposed amended agreement for the project is \$350,000. Grant funding from Bravo, which is included in this amount, totals \$75,000.

FISCAL IMPACT: Yes

This contract amendment increases the contract amount from \$275,000 to \$350,000, or by \$75,000, to cover the increased cost of the facility due to external cost pressures. The maximum, not to exceed cost for the total project is \$350,000, of which \$75,000 came from grant funding from Bravo.

CITY MANAGER'S RECOMMENDATIONS:

To approve the amended agreement with Group Creative Services as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The City Council, Cultural Arts Board and Planning & Zoning Commission have all approved the project and the City Council has previously approved an agreement with Group Creative for this specific project. The City Council approved a previous agreement with Group Creative to complete the High Trestle Trail Corridor Public Art Master Plan. This project was identified as part of this plan after significant public participation.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

Please have the Mayor sign the agreement and return to Derek. Derek will get Group's signature and return a fully executed copy to the Clerk's office. Thank you!

ATTACHMENTS:

Click to download
 Group Agreement Amendment
 Drop In Elevations
 Group Irvinedale Exhibit B

**AMENDMENT TO NORTHWEST IRVINEDALE DRIVE PUBLIC ART PROJECT
AGREEMENT BY AND BETWEEN GROUP CREATIVE SERVICES, LLC
AND CITY OF ANKENY, IOWA**

This Amendment to the Northwest Irvinedale Drive Trailhead Public Art Project Agreement is made and entered into this ____ day of June 2022, by and between the City of Ankeny, Iowa, and Group Creative Services, LLC.

Whereas, the City of Ankeny, Iowa (hereinafter “City”), entered into a Public Art Project Agreement (the “Agreement”) with Group Creative Services, LLC (hereinafter “Group”) by Agreement approved by the Ankeny City Council on April 5, 2021; and

Whereas, the scope of the agreement included the design, construction and installation of a public art project that includes a restroom facility, covered patio, porch and other amenities at the City’s new neighborhood trailhead on the east side of NW Irvinedale Drive, located north of NW 18th Street; and

Whereas, Group worked with the artist selected by the City to finalize the design and secured all necessary approvals by the Cultural Arts Board, Planning and Zoning Commission and Community Development Department; and

Whereas, the scope of the project expanded and it is no longer feasible to construct the project offsite and transport; therefore, the project will be constructed on site; and

Whereas, the costs of the project increased by approximately 27% due to the costs of building materials increasing due to inflation, which necessitates an amendment to the previously approved Agreement to cover these increased costs to move the project forward to construction.

Now, therefore, the City and Group, in consideration of the promises and mutual obligations set forth in the Agreement, agree to amend the Agreement and covenant as follows:

1. SCOPE OF SERVICES, 1.3 EXECUTION OF WORK is hereby replaced with the following:

1.3d Group will complete the fabrication and installation of the artwork in substantial conformity with the proposal. It is anticipated the public work of art will be completed on or before August 31, 2022, with final completion and certificate of occupancy granted no later than October 14, 2022.

2. COMPENSATION AND PAYMENT SCHEDULE is hereby replaced with the following:

2.1 City will pay Group a fee of \$350,000 for the installation, which will constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by Group under this agreement. The fee will be paid in the following installments. Each installment to represent full and final, non-refundable payment for all services, expenses, and

materials provided prior to the due date thereof. The artist will invoice Group for each payment request.

2.1a \$27,500 upon execution of this agreement

2.1b \$137,500 within thirty (30) days after City approves the final design and Group notifies City the artwork is ready to fabricate

2.1c \$50,000 within thirty (30) days after Group provides invoices showing 50% of the project is completed

2.1d \$135,000 within twenty (20) days after the installation is final and an occupancy permit granted

2. This Amendment to the Agreement shall take effect immediately upon execution by the parties.

3. In all other respects, the Agreement between the parties dated April 5, 2021 shall remain in full force and affect.

This agreement is executed on day and year first written above.

City

Date

Mark E. Holm, Mayor

Group

Date

Teva Dawson, Group Creative Services

GALVALUME
STANDING SEAM
ROOF ON WOOD
FRAME

FIBERGLASS GUTTER
AND DOWNSPOUTS

BIKE RACK, BIKE
REPAIR STATION,
WATER FOUNTAIN
AND PICNIC TABLES
TO BE PROVIDED BY
CLIENT

TREX TRANSCEND
POST SLEEVE, FLAT
POST SLEEVE CAP,
AND POST SLEEVE
SKIRT, TYPICAL AT
ALL STEEL POSTS IN
CLASSIC WHITE
FINISH

CONCRETE SLAB
AND FOUNDATION

TREX TRANSCEND POST
SLEEVE, FLAT POST
SLEEVE CAP, AND POST
SLEEVE SKIRT, BALUSTER,
TOP AND BOTTOM RAIL,
TYPICAL IN CLASSIC WHITE
FINISH

TREX TRANSCEND COM-
POSITE DECKING AND FAS-
CIA IN BEACH DUNE FINISH

STAMPED
CONCRETE

FAUX WINDOW WITH
SAFETY GLASS AND
METAL TRIM

INACCESSIBLE FAUX
METAL DOOR

CUSTOM DESIGN
GRAMOPHONE

ACCOYA WOOD
SWINGS FIXED WITH
SPRINGS TO DECK-
ING

TREX TRANSCEND
COMPOSITE DECK-
ING AND FASCIA

**MATTHEW
MAZZOTTA**

Drawing: Ankeny, IA Material Specification

Date: 07/28/21

DROP-IN



RECEIVED

AUG 06 2021

CITY OF ANKENY

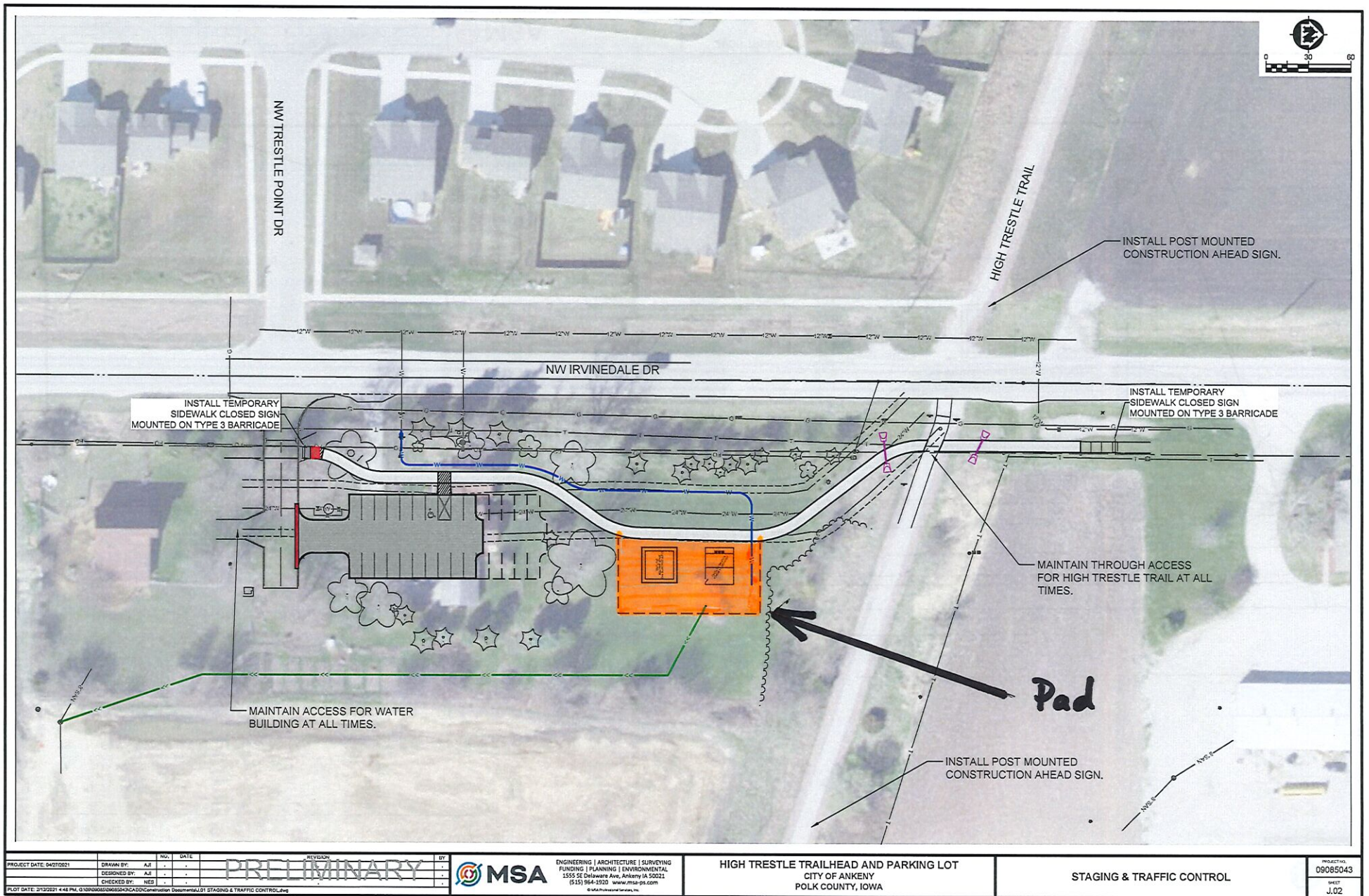








Exhibit B





ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of **ORDINANCE 2110** amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2110.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance - Area A
 Exhibit Area A

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN REAL ESTATE OWNED BY HARDSHIP LAND LLC

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 19th day of April 2022, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hardship Land LLC, be rezoned from the current R-1, One-Family Residence District designation to R-3, Multiple-Family Residence District restricted to 10 units per acre; and,

WHEREAS, on the 20th day of June, 2022, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

THE SOUTH 600 FEET OF THE NORTH 633 FEET OF THE EAST HALF OF THE
NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF
THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA

LAYMAN'S DESCRIPTION:

APPROXIMATELY 17.56-ACRES (+/-) LOCATED SOUTH OF NW 36TH STREET, EAST OF NW WEIGEL
DRIVE

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hardship Land LLC from the current R-1, One-Family Residence District designation to R-3, Multiple-Family Residence District restricted to 10 units per acre.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

PASSED at Ankeny Iowa, this ____, day of _____, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2022**

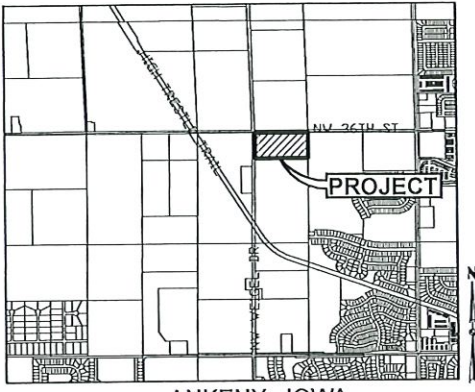
**1st Con _____ (P. Hrg.)
2nd Con _____
3rd Con _____**

FILED IN 2022 APR 19 10:51 AM BY: JESSICA L. ADAMS
COUNTY CLERK, POLK COUNTY, IOWA



VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER / APPLICANT

HARDSHIP LAND LLC
CONTACT: SONNY HALL
303 LOCUST ST STE 400
DES MOINES, IA 50309-1770
PH. (515) 489-0878

ZONING:

EXISTING: R-1 SINGLE FAMILY RESIDENTIAL DISTRICT
PROPOSED: R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT
RESTRICTED TO 10 UNITS/ACRE

REZONING DESCRIPTION - AREA 'A':

THE SOUTH 600 FEET OF THE NORTH 633 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	ANKENY ACRES BIA LLC	1.15	4.4%	
2	SEXAUER FARM INC	7.35	28.2%	
3	TRIPLE J OF ANKENY LC	1.10	4.2%	
4	HARDSHIP LAND LLC	4.44	17.0%	X
5	BLOMQUIST, BRIAN & STACY	0.13	0.5%	
6	HARDSHIP LAND LLC	7.32	28.1%	X
7	CITY STATE BANK	4.57	17.5%	X
		26.07	100.0%	62.6%



REVISIONS

DATE

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400 FAX: (515) 369-4410

SECOND SUBMITTAL
FIRST SUBMITTAL

CIVIL DESIGN ADVANTAGE

ANKENY, IOWA

HARMON PROPERTY

REZONING MAP - AREA 'A'

1

1

2107.612

ENGINEER: EKO

EI: GH

03/24/2022

03/07/2022

ROLL CALL
Plan & Zoning Commission
Ankeny, IA

Date April 19, 2022

Ayes 7 Nays 0 Abstain — Absent —

APPROVED G. Hunter Chairperson
B. Hupf Secretary



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2111: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC from R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to single family.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of **ORDINANCE 2111** amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2111.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance - Area B
 Exhibit - Area B

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN REAL ESTATE OWNED BY HARDSHIP LAND LLC

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 19th day of April 2022, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hardship Land LLC, be rezoned from the current R-1, One-Family Residence District designation to R-3, Multiple-Family Residence District restricted to single family; and,

WHEREAS, on the 20th day of June, 2022, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

THE PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9,
TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE
CITY OF ANKENY, POLK COUNTY, IOWA, LYING NORTH OF THE ABANDONED
NORTH PACIFIC RAILROAD, EXCEPT THE NORTH 633 FEET

LAYMAN'S DESCRIPTION:

APPROXIMATELY 63.2-ACRES (+/-) LOCATED SOUTH OF NW 36TH STREET, EAST OF NW WEIGEL
DRIVE

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hardship Land LLC from the current R-1, One-Family Residence District designation to R-3, Multiple-Family Residence District restricted to single family.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

PASSED at Ankeny Iowa, this _____, day of _____, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2022**

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



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

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

EXECUTIVE SUMMARY:

As the City of Ankeny continues to grow, occasional changes are needed in the regulations governing public on-street parking in order to support traffic safety and mobility. The proposed revisions to Chapter 69 Parking Regulations, recommended by the Public Works Department, cover four primary purposes:

- to support traffic safety in street sections where additional travel lanes, such as left-turn lanes, are designated at intersections;
- to support intersection traffic safety by reducing sightline obstructions to on-coming vehicles;
- to support traffic flow on major thoroughfares; and
- to support pedestrian safety and reduce vehicle congestion during elementary school arrival and

dismissal periods.

FISCAL IMPACT: No

The associated expense will be for the sign procurement. Installation will be completed by City staff.

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of Ordinance 2112 to amend Chapter 69, Parking Regulations, of the Municipal Code.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2112.

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 69.09, School Crossing Crosswalk, be and is hereby amended to delete the stricken language and to include the underlined language:

No parking is allowed within twenty feet on the departure side and fifty feet of the approach side of ~~the following~~ signed and marked ~~designated~~ school crossing crosswalks.

~~1. East Elementary School.~~

~~A. Southeast 3rd Street and Trilein crosswalks, crossing north, south and east intersection approaches.~~

~~B. Southeast 2nd Street and Trilein crosswalks, crossing the west and south intersection approaches.~~

~~2. Southeast Elementary School. Southeast 10th Street and Trilein crosswalks, crossing east, west and south intersection approaches.~~

~~3. Parkview School. West 1st and School Street crosswalk, crossing the north, south and west intersection approaches.~~

~~4. Terrace Elementary School. Northwest 5th and Northwest School Street crosswalks, crossing the north and west intersection approaches.~~

~~5. Northwest Elementary School.~~

~~A. Northwest 1st and Kline Street crosswalks, crossing the north and south intersection approaches.~~

~~B. West 1st and Flynn Street crosswalks, crossing the north and south intersection approaches.~~

Section 2: That Section 69.10, No Parking on North and East Sides of Streets, be and is hereby amended to include the underlined language:

2. Exceptions

L. Northeast Trilein Drive. Parking is prohibited on the west side for Northeast Trilein Drive from 200 feet north of Northeast 18th Street to Northeast 16th Street, and from 20 feet north of Northeast 3rd Street to East 1st Street.

AR. Northwest Reinhart Drive. Parking is prohibited on the south side of Northwest Reinhart Drive from NW Woodbury Drive to NW Irvinedale Drive.

AS. Northeast 9th Street. Parking is prohibited on the south side of Northeast 9th Street between Northeast Grant Street and a point 100 feet east of Northeast Grant Street.

AT. Southeast Trilein Drive. Parking is prohibited on the west side of Southeast Trilein Drive from East 1st Street through Southeast Lawrence Drive.

AU. Southeast Trilein Drive. Parking is prohibited on the west side of Southeast Trilein Drive on local public school attendance days between the hours of 7:00 am to 9:00 am and 2:00 pm to 4:00 pm from Southeast Lawrence Drive to Southeast 3rd Street and from Southeast 10th Street to 300 feet south of Southeast 11th Street.

AV. Northeast Trilein Drive. Parking is prohibited on the west side of Northeast Trilein Drive on local public school attendance days between the hours of 7:00 am to 9:00 am and 2:00 pm to 4:00 pm from Northeast 16th Street to 50 feet south of Northeast Canterbury Drive.

AW. Northwest Abilene Road. Parking is prohibited on the west side of Northwest Abilene Road from 350 feet north to 300 feet south of Northwest 36th Street.

AX. Northwest Abilene Road. Parking is prohibited on the west side of Northwest Abilene Road on local public school attendance days between the hours of 7:00 am to 9:00 am and 2:00 pm to 4:00 pm from Northwest 40th Street to 350 feet north of Northwest 36th Street.

AY. Southwest College Avenue. Parking is prohibited on the west side of Southwest College Avenue on local public school days between the hours of 7:00 am to 9:00 am and 2:00 pm to 4:00 pm from Southwest 18th Street to 100 feet south of Southwest Prairie Trail Parkway.

AZ. Northwest 9th Street. Parking is prohibited on the south side of Northwest 9th Street on local public school attendance days between the hours of 7:00 am to 9:00 am and 2:00 pm to 4:00 pm from the west intersection with Northwest Park Lane to Northwest Greenwood Street.

BA. Southwest School Street. Parking is prohibited on the west side of Southwest School Street on local public school attendance days between the hours of 7:30 a.m. and 4:00 p.m. from a point 325 feet south of Southwest 3rd Street to a point 450 feet south of Southwest 3rd Street.

BB. Southwest Prairie Trail Parkway. Parking is prohibited on the south side of Southwest Prairie Trail Parkway on local public school attendance days between the hours of 6:30 am to 9:00 am and 2:30 pm to 4:30 pm from Southwest School Street to a point 950 feet west of Southwest School Street.

Section 3: That Section 69.11, No Parking on Both Sides, be and is hereby amended to delete the stricken language and include the underlined language:

2. Major Thoroughfares. On both sides of the following major thoroughfares:

Z. Southwest ~~Irwindale~~ Irvinedale Drive

AA. Northwest ~~Irwindale~~ Irvinedale Drive

FF. Southwest Weigel Drive

GG. Northwest Weigel Drive

HH. Southwest Polk City Drive

Section 4: That Section 69.16, No Passenger Loading or Unloading, be and is hereby amended to delete the stricken language and include the underlined language:

Chapter 69.16 NO PASSENGER LOADING OR UNLOADING

No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with pedestrians or traffic, or in compliance with the directions of a police officer or traffic control device, and no person shall load or unload a passenger or passengers from any vehicle within any restricted parking area. ~~at the following places:~~

1. ~~On the west side of Northwest School Street, from the intersection of Northwest School Street and West 1st Street to a point approximately 300 feet north of the north curb line of West 1st Street.~~

2. ~~On the east side of Northwest School Street from West 1st Street to Northwest 5th Street.~~

Section 5: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 6: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny, Iowa, this ____ day of _____ 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Published in the Des Moines Register
On the ____ day of _____, 2022

1st Con _____
2nd Con _____
3rd Con _____



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

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

EXECUTIVE SUMMARY:

The proposed revisions to Chapter 65 Stop or Yield Required, recommended by the Public Works Department and the 2022 Elementary School Walkability Study, will delete reference to "moveable school stop signs" and codify driver responsibility to comply with school crossing guards at pedestrian crosswalks within school districts on school days.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of Ordinance 2113 to amend Chapter 65 Stop or Yield Required of the

Municipal Code.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2113.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 65, STOP OR YIELD REQUIRED,
OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA**

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 65 of the Code of Ordinances to match current standards and practices.

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

Section 1: That Section 65.02, School Districts, be and is hereby amended to delete the stricken language and to include the underlined language:

65.02 SCHOOL DISTRICTS.

~~Movable school stop signs~~ Where trained school crossing guards are placed at pedestrian crosswalks within school districts on school days at the beginning and end of the school day and if necessary during lunch hour, ~~whereupon when~~ indicated, the driver of a vehicle shall bring such vehicle to a full stop at a point at least ten feet from the approach side of the crosswalk in proximity thereto and, thereafter, proceed slowly and in a careful and prudent manner until the driver has passed such school districts.

Section 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

PASSED at Ankeny, Iowa, this _____ day of _____ 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**Published in the Des Moines Register
On the ____ day of _____, 2022**

1st Con _____
2nd Con _____
3rd Con _____



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

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

EXECUTIVE SUMMARY:

The proposed revisions to Chapter 63 Speed Regulations, recommended by the Public Works Department and the 2022 Elementary School Walkability Study, will support School Zone speed limits of fifteen miles per hour (15 mph) on collector or local streets, or twenty-five (25) mph on arterial streets, where crossing guards are placed at pedestrian crosswalks during school arrival and dismissal periods. School Zone speed limits will be removed from locations without a designated school crossing crosswalk or where the crossing is located at an all-way STOP-controlled or signalized intersection.

The speed limit on NE Frisk Drive from E 1st Street to NE Chambers Parkway will be reduced from forty (40) mph to thirty-five (35) mph based on a Polk County study and corresponding reduction in the speed limit on the street section under the County jurisdiction.

FISCAL IMPACT: **No**

Removal, relocation and installation of flashing beacons to control school zone speed limits is part of the capital improvement project Elementary School Walkability Improvements in 2022.

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of Ordinance 2114 to amend Chapter 63 Speed Regulations of the Municipal Code.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2114.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 63, SPEED REGULATIONS, OF
THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA**

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 63 of the Code of Ordinances to match current standards and practices.

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

Section 1: That Section 63.05, Special Speed Zones, be and is hereby amended to delete the stricken language and to include the underlined language:

4. Irvinedale Drive. The maximum lawful speeds on Irvinedale Drive are as follows:

~~F. Twenty-five (25) miles per hour in the school zone adjacent to Westwood Elementary School as designated by the flashing warning signs;~~

6. North 18th Street. The maximum lawful speeds on North 18th Street are as follows:

~~B. Twenty-five (25) miles per hour in the school zone from Northeast Trilein Drive to the east property line of the Northeast Elementary School, when the school zone signal is flashing.~~

7. North 36th Street. The maximum lawful speeds on North 36th Street are as follows:

~~D. Twenty-five (25) miles per hour in the school zone adjacent to Northwest Abilene Road intersection as designated by the flashing warning signs.~~

8. Northwest Ash Drive. The maximum lawful speeds on Northwest Ash Drive are as follows:

~~C. Twenty-five (25) miles per hour in the school zone from 240 feet south of the Northwest Georgetown Boulevard intersection to 290 feet south of the NW Reinhart Drive intersection as designated by the flashing warning signs.~~

20. Southwest Ordinance Road. The maximum lawful speeds on Southwest Ordinance Road are as follows:

~~B. Twenty-five (25) miles per hour in the school zone adjacent to Southwest Cherry Street intersection as designated by the flashing warning signs.~~

21. Southwest Polk City Drive. The maximum lawful speed on Southwest Polk City Drive is as follows:

C. ~~Twenty-five (25)~~ Fifteen (15) miles per hour in the school zone adjacent to Southwest Applewood Street intersection as designated by the flashing warning signs.

27. Northeast Frisk Drive. The maximum lawful speeds on Northeast Frisk Drive are as follows:

B. ~~Forty (40)~~ Thirty-five (35) miles per hour from East 1st Street (Polk County NE 94th Avenue) to Northeast Chambers Parkway (Polk County NE 97th Place).

31. Trilein Drive. The maximum lawful speeds on Trilein Drive are as follows:

A. Twenty-five (25) miles per hour from its southern terminus with Southeast Magazine Road to the north corporate limits.

B. Fifteen (15) miles per hour in the school zone adjacent to Northeast Elementary School as designated by the flashing warning signs.

C. Fifteen (15) miles per hour in the school zone adjacent to East Elementary School as designated by the flashing warning signs.

D. Fifteen (15) miles per hour in the school zone adjacent to Southeast Elementary School as designated by the flashing warning signs.

32. Abilene Road. The maximum lawful speeds on Abilene Road are as follows:

A. Twenty-five (25) miles per hour from the south corporate limits to the north corporate limits.

B. Fifteen (15) miles per hour in the school zone adjacent to Rock Creek Elementary School as designated by the flashing warning signs.

33. North 9th Street. The maximum lawful speeds on North 9th Street are as follows:

A. Twenty-five (25) miles per hour from the west corporate limits to the east corporate limits.

B. Fifteen (15) miles per hour in the school zone adjacent to Westwood Elementary School as designated by the flashing warning signs.

34. College Avenue. The maximum lawful speeds on College Avenue are as follows:

A. Twenty-five (25) miles per hour from the south corporate limits to the north corporate limits.

B. Fifteen (15) miles per hour in the school zone adjacent to Prairie Trail Elementary School as designated by the flashing warning signs.

Section 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

PASSED at Ankeny, Iowa, this ____ day of _____ 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Published in the Des Moines Register
On the ____ day of _____, 2022

1st Con _____
2nd Con _____
3rd Con _____



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Proposed Annexation Agreement Boundary Renewal (28E) - City of Polk City, Iowa (PH 2022-50)

EXECUTIVE SUMMARY:

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

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

That the Council adopt the resolution authorizing the Mayor to execute the agreement on behalf of the City.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Prior agreement was adopted with Resolution 2013-259 on the 5th day of August, 2013 and has a 10 year life.

PUBLIC OUTREACH EFFORTS:

This public hearing and it's published notice.

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION authorizing the Mayor to sign a 28E Agreement renewing an Annexation Agreement Boundary with the City of Polk City, Iowa.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 28E Agreement
 Exhibit A

RESOLUTION

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ANKENY TO SIGN A 28E AGREEMENT WITH POLK CITY, IOWA, REGARDING THE RENEWAL OF AN ANNEXATION AGREEMENT BOUNDARY

WHEREAS, the City of Ankeny, Iowa (hereafter referred to as “ANKENY”) and the City of Polk City, Iowa, (hereinafter referred to as “POLK CITY”) have both adopted comprehensive plans which address the long-range growth areas of each community; and

WHEREAS, section 368.4, Iowa Code, provides that a city may, by resolution, agree with another city or cities to refrain from annexing specifically described territory for a period of not to exceed 10 years; and

WHEREAS, sections 354.8 and 354.9 of the Iowa Code establish the rights of cities to review subdivision plats within two miles of their corporate boundaries; and

WHEREAS, section 354.9(3), Iowa Code pertains specifically to overlapping areas of review between cities, and provides that cities may establish by agreement, pursuant to Chapter 28E, Iowa Code, reasonable standards and conditions of review of subdivisions with overlapping areas; and

WHEREAS, ANKENY and POLK CITY have established jurisdiction to review subdivisions outside their corporate boundaries, pursuant to Sections 354.8 and 354.9, Iowa Code; and

WHEREAS, a 28E agreement has been drafted defining an annexation and development review area agreement boundary; and

WHEREAS, it is in the best interest of the citizens of Ankeny and Polk City to enter into said 28E agreement.

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

1. That the City Council authorize the Mayor to sign the renewal of an annexation and development review agreement boundary (28E agreement) with the City of Polk City, Iowa.

PASSED AND APPROVED this 6th day of June, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

City of Ankeny, Iowa, Resolution No. _____
City of Polk City, Iowa, Resolution No. _____

AGREEMENT FOR JOINT EXERCISE OF GOVERNMENTAL POWERS
AND TO ESTABLISH A DIVISION LINE BETWEEN
CORPORATE BOUNDARY LINES

WHEREAS, it is in the public interest of the CITY OF ANKENY (hereinafter referred to as ANKENY), and the CITY OF POLK CITY (hereinafter referred to as POLK CITY), to establish an annexation Division Line (hereinafter referred to as Division Line), between their respective corporate boundary lines;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. PURPOSE. Because of their present common corporate boundaries and close proximity leading to more common corporate boundaries in the future, and their common desire to enhance the land use along and in the vicinity of the common corporate boundaries, it is in the public interest for Ankeny and Polk City to respectively pass resolutions to establish this AGREEMENT FOR JOINT EXERCISE OF GOVERNMENTAL POWERS AND TO ESTABLISH A DIVISION LINE BETWEEN CORPORATE BOUNDARY LINES (hereinafter referred to as AGREEMENT), to provide for communication and cooperation in developing each city's comprehensive plan in their respective territories adjacent to the Division Line, and to establish a Division Line more particularly identified in Section 2.

SECTION 2. DIVISION LINE. The aforementioned cities hereby agree upon the establishment of a Division Line, between the presently established corporate boundaries of the two Cities, which is legally described as follows, all located in Polk County, Iowa:

A line beginning at a point at the southwest corner of the Northwest 1/4 of Section 18, Township 80 North, Range 24 West, thence east and along the centerline of NW 98th Avenue to its intersection with NW Polk City Drive (State Highway 415); thence northwesterly along the centerline of NW Polk City Drive (State Highway 415) to its intersection with NW 44th Street; thence north along the centerline of NW 44th Street to its intersection with NW 118th Avenue; thence east along the centerline of NW 118th Avenue to its intersection with NW 30th Street; thence north along the centerline of NW 30th Street to its intersection with NW 134th Avenue, all located within Polk County, Iowa.

A map of this description is attached as Exhibit A and made part of this agreement.

SECTION 3. ANNEXING MORATORIUM. In accordance with Iowa Code Chapter 368 and as defined therein, Ankeny and Polk City agree to an annexing moratorium as follows:

- A. Ankeny agrees not to annex voluntarily or involuntarily, or otherwise incorporate within its boundaries, all or any part of the territory located to the west or north of the Division Line.
- B. Polk City agrees not to annex voluntarily or involuntarily, or otherwise incorporate within its boundaries all or any part of the territory located to the east or south of the Division Line.

SECTION 4. APPLICABILITY. This Agreement is applicable to all annexation proceedings, both voluntarily and involuntary, and pending annexations as well as any that may be commenced in the future, to the fullest extent allowed and as provided by Iowa Code Chapter 368. All such proceedings which have been initiated but not completed are hereby amended to conform to this agreement, and any portion of any petition for annexation, whether voluntary or involuntary, in conflict herewith is hereby terminated and

withdrawn. Completion is hereby defined as being approved by the City Development Board and duly recorded prior to the date of the second City's approval and signature on this Agreement.

Both cities agree not to annex territory in violation of this Agreement. Each city, and their officials, agents and representatives, agree not to aid or support in any way, any person, party, agency, or governmental body who may oppose, enjoin, or obstruct the other in the pursuit of any annexation that conforms with this Agreement. Terminology used in this Agreement shall be defined in the same manner as it is defined and used in Iowa Code Chapter 368, unless specifically defined herein.

SECTION 5. JOINT COORDINATION AND COOPERATION. The Cities agree to coordinate long range planning and zoning of development along the Division Line. The Cities shall coordinate their comprehensive plans for the territory located within 600 feet of the Division Line to the end that the uses proposed by one City may be compatible with the uses proposed by the other city; corridors are developed for future streets that would bisect the annexation line with the proposed classification of those streets; proposed corridors for pedestrian and bicycle traffic are identified; and any other matters agreed to by the Cities. Both Cities agree to respect the planning and land uses illustrated in the respective Cities' Comprehensive Plans for the areas near this annexation boundary; however, the Cities agree to meet at mutually agreed upon times to coordinate these activities. This is not intended to establish that one City has control over the other City's legislative powers, rather it is intended to establish that the two Cities will coordinate and cooperate with each other in their planning and legislative powers for the land along the Division Line to the extent deemed acceptable by the respective Cities.

Pursuant to Iowa Code Section 354.9(3), Ankeny and Polk City agree that the subdivision standards and review authority granted by state law to the cities for the two miles from their respective and overlapping limits, shall be handled as follows:

- Ankeny shall have extra territorial review and approval authority south and east of the above described annexation agreement line.
- Polk City shall have extra territorial review and approval authority north and west of the above described annexation agreement line.

SECTION 6. PUBLIC IMPROVEMENTS. Within one-eighth mile of the Division Line, the design and location of collector streets and other major thoroughfares, and major pedestrian and bicycle systems, which are or should be constructed in a size larger than customary for local service to adjoining property owners; or which should be continuous between the two Cities for the convenience of the public and the welfare of their citizens, shall be coordinated and agreed to by both Cities.

Wherever practical, new streets and other public improvements shall not be located on or along the Division Line. Where such situations cannot be avoided or already exist, construction, reconstruction, or expansion of such public improvements shall be subject to the approval of each City and shall be jointly planned, designed, and constructed, and both cities will endeavor to reach a mutual agreement of how the paving or other improvement will be financed.

SECTION 7. RIGHTS AND OBLIGATIONS. This Agreement creates rights and obligations only between these two parties as governmental entities, and is to be interpreted, applied, and enforced by these entities only. It is not intended and shall not be interpreted to create any rights, title, or interest in any other person, firm, corporation, or entity, whether or not resident or taxpayer of either City, and whether directly or as a third-party beneficiary.

SECTION 8. STATUTORY AUTHORITY. This Agreement is entered into by Ankeny and Polk City pursuant to Iowa Code Section 368.4, and is joint exercise of governmental powers, pursuant to Iowa Code Chapter 28E. It does not create a separate legal entity; grants no power to purchase, own, or mortgage real or personal property; creates no governing board; and does not have an operating budget.

SECTION 9. EFFECTIVE DATE AND DURATION. The effective date of this Agreement shall be the later of approval dates of the two Cities. This Agreement shall be in full force and effect for a period of ten years after the aforementioned effective date, and thereafter as provided by any agreement to extend this Agreement. This Agreement may be amended at any time upon approval of both City Councils.

SECTION 10. SEPARABILITY. If any section, provision, or part of this Agreement shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

By: _____
Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the ____ day of _____, 2022, 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 of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the ____ day of _____, 2022, and the said Mark E. Holm and Michelle Yuska acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF POLK CITY, IOWA

By: _____
Steve Karsjen, Mayor

By: _____
Jenny Coffin, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steve Karsjen and Jenny Coffin, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Polk City, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Polk City, Iowa, on the ____ day of _____, 2022, and the said Steve Karsjen and Jenny Coffin acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

ANKENY CLERK'S CERTIFICATION - RESOLUTION 2022-xxx

I, Michelle Yuska, City Clerk of the City of Ankeny, Polk County, Iowa, do hereby certify that the notice of the public hearing on the foregoing Agreement, was published at least once in the Des Moines Register a weekly newspaper having general circulation in Ankeny, Iowa, on the ____ day of ____, 2022, which publication date was not less than four nor more than twenty days before the date of the hearing. Further, following the hearing which was held on the ____ day of ____, 2022, the Resolution approving the Agreement was duly approved and accepted by the City Council of said City of Ankeny, by Resolution No. 2022-xxx on the ____ day of ____, 2022.

Michelle Yuska, City Clerk
City of Ankeny, Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of ____, 2022, before me, the undersigned notary public, personally appeared Michelle Yuska to me personally known, and, who being by me duly sworn, did say that she is the City Clerk, of the City of Ankeny, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 2022-xxx adopted by the City Council under Roll Call No. 2022-xxx of the City Council on the ____ day of ____, 2022, and that Michelle Yuska acknowledged the execution of the instrument to be her voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in the State of Iowa

POLK CITY CLERK'S CERTIFICATION - RESOLUTION 2022-xxs

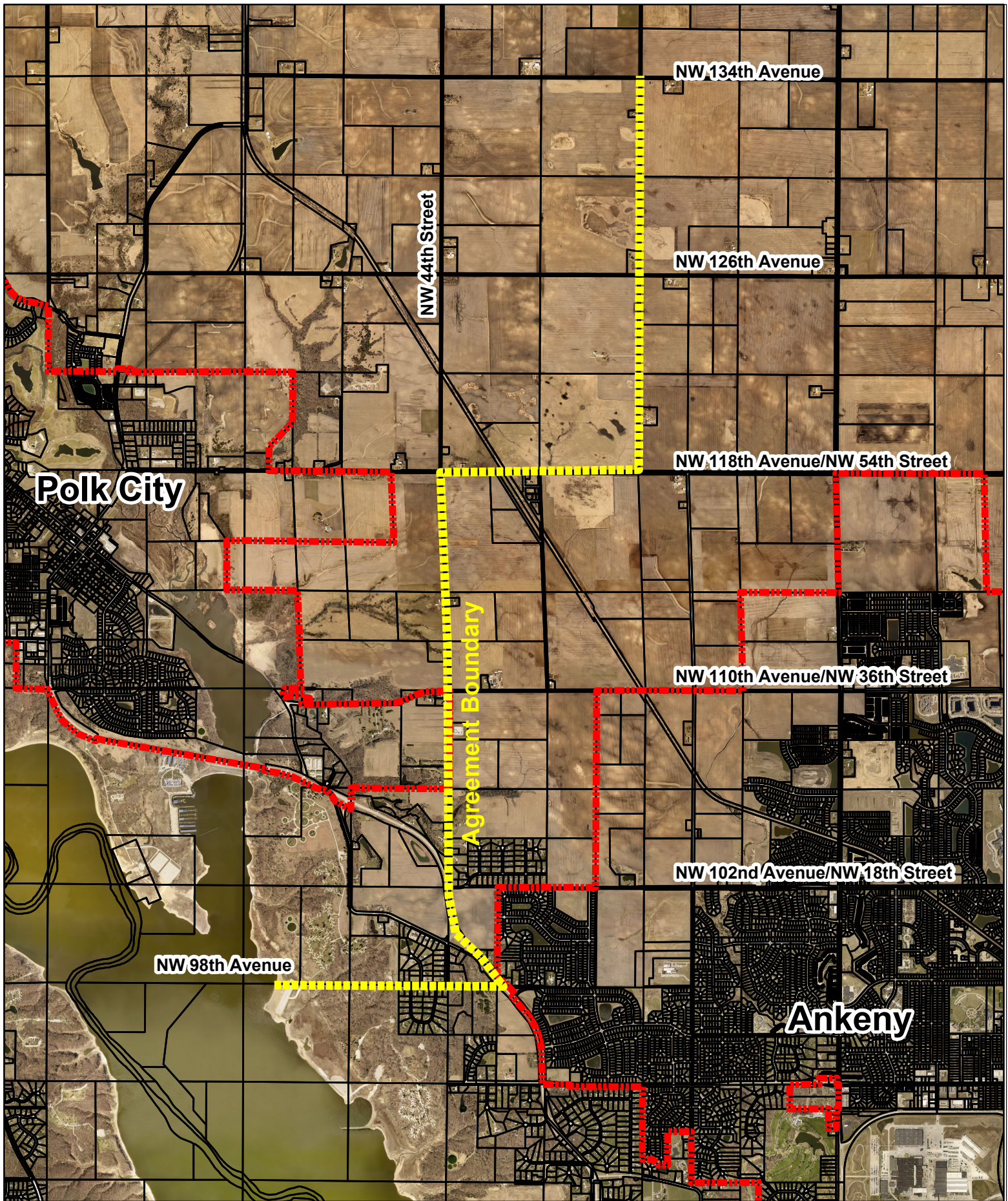
I, _____, City Clerk of the City of Polk City, Polk County, Iowa, do hereby certify that the notice of the public hearing on the foregoing Agreement, was published at least once in the Ankeny Register a weekly newspaper having general circulation in Polk City, Iowa, on the _____ day of _____, _____, which publication date was more than thirty days before the date of the hearing. Further, following the hearing which was held on the _____ day of _____, _____, the Resolution approving the Agreement was duly approved and accepted by the City Council of said City of Polk City, by Resolution No. _____ on the _____ day of _____, _____.

Jenny Coffin, City Clerk
City of Polk City, Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On this _____ day of _____, _____, before me, the undersigned notary public, personally appeared Jenny Coffin to me personally known, and, who being by me duly sworn, did say that she is the City Clerk, of the City of Polk City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council under Roll Call No. ____ of the City Council on the _____ day of _____, _____, and that Jenny Coffin acknowledged the execution of the instrument to be her voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in the State of Iowa





ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Proposed voluntary urbanized annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley LLC. (PH 2022-51)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and adopt **RESOLUTION**.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

~~Action: <open>Consider motion to receive and file the March 2, 2022 Consultation Meeting Report~~

Action: Consider motion to receive and file the March 2, 2022 Consultation Meeting Report.

Action: Consider motion to receive and file correspondence.

Action: Consider motion to adopt**RESOLUTION** annexing certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley LLC.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Annexation Map
 Correspondence
 Consultation Meeting Report

RESOLUTION 2022-

A RESOLUTION ANNEXING CERTAIN TERRITORY LOCATED ADJACENT TO THE NORTHEAST QUADRANT OF ANKENY REQUESTED BY HOPE KIMBERLEY LLC

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

LEGAL DESCRIPTION:

THE NORTH HALF (N1/2) OF THE NORTH HALF (N1/2) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL. ¼) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY IOWA, EXCEPT HIGHWAY, AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: THE NORTH 137 FEET OF THE WEST 272 FEET OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL. ¼) OF SAID SECTION THIRTY-ONE (31) [Owner(s): Hope K Farms LLC],

AND;

THE SOUTH ONE-HALF (1/2) OF THE NORTHWEST FRACTION QUARTER (1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY, IOWA; EXCEPT THE SOUTH 302 FEET OF THE WEST 272 FEET OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST FRACTIONAL QUARTER (1/4), EXCEPT THE EAST 42 FEET OF THE NORTH 120 FEET THEREOF [Owner(s): Kathrine E. Moeckly Trust],

AND;

THE SOUTH 640.0 FEET OF THE EAST 591.0 FEET (EXCEPT THE EAST 320.0 FEET OF THE SOUTH 200.0 FEET THEREOF) OF THE WEST FRACTIONAL ½ OF THE SOUTHWEST FRACTION ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M. POLK COUNTY, IOWA. SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS. [Owner(s): Gary G. & Jeanne M. Uhl],

AND;

THE WEST FRACTIONAL HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE SOUTH 640.5 FEET OF THE EAST 591 FEET AND EXCEPT THAT PORTION OF THE WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30 SOLD ON WARRANTY DEED RECORDED IN BOOK 6033, PAGE 380 ON JANUARY 17, 1988 IN THE POLK COUNTY RECORDER'S OFFICE. [Owner(s): Dennis L. Jones, Kathie J. Olenius, & Karen J. Twdt],

AND;

THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHWEST CORNER OF THE SW FRL ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, THENCE N 90°00'E, 1622.95 FEET ALONG THE SOUTH LINE OF SAID SW FRL ¼ OF SECTION 30; THENCE N 00°22'W, 645 FEET; THENCE S99°55'W, 1373 FEET; THENCE N 10°00'E, 160 FEET; THENCE N 36°00'E 85 FEET; THENCE N 10°00'W, 93 FEET; THENCE N 45°30'W 130 FEET; THENCE N 69°30'W 98 FEET; THENCE N 57°00'W, 47 FEET; THENCE N 13°00'W, 49 FEET; THENCE N 28°30'W 67.93 FEET; THENCE S 90°00'W, 45 FEET TO A POINT ON THE WEST LINE OF THE SW FRL ¼ OF SECTION 30; THENCE S 00°13'32"E 1195.44 FEET TO THE POINT OF BEGINNING; AND EXCEPT A PARCEL OF LAND LOCATED IN THE SE ¼ OF THE SW FRL ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, ACQUIRED BY THE STATE OF IOWA THRU CONDEMNATION PROCEEDINGS RECORDED IN BOOK 3580, PAGE 426 THRU 505 AND A PARCEL OF LAND LOCATED IN THE NE ¼ OF THE SW FRL ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, DEEDED TO THE STATE OF IOWA AND RECORDED IN BOOK 3599, PAGE 321. [Owner(s): Hope K Farms], AND; THE EAST 1,430 FEET OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SECTION 36, EXCEPT PLAT OF SURVEY PARCEL "2018-191", RECORDED IN BOOK 17102 AT PAGE 203 AND EXCEPT THE WEST 413.00 FEET OF THE EAST 1,095.00 FEET OF THE NORTH 637 FEET AND EXCEPT THE WEST 335 FEET OF THE EAST 1430 FEET OF THE NORTH 637 FEET AND EXCEPT ABUHL ACRES, AN OFFICIAL PLAT, EXCEPT A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 36 BEGINNING AT THE NORTHEAST COMER; THENCE WEST ALONG THE NORTH LINE OF SECTION 36, 300 FEET; THENCE SOUTHEASTERLY 424.46 FEET TO THE EAST LINE OF SECTION 36; THENCE NORTH 300 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Hope Kimberley LLC],

AND;

THE WEST 264 FEET OF THE EAST 2312 FEET TO THE NORTH 330 FEET OF THE N ¾ OF THE NORTHWEST 1/4, LESS ROAD, OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Hope Kimberley LLC], AND; THE N ¾ OF THE NE ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPTING FROM THE ABOVE DESCRIBED PREMISES THE FOLLOWING: THE EAST 1430 FEET AND EXCEPTING THE WEST 127 FEET OF THE EAST 1557 FEET OF THE NORTH 637 FEET, AND EXCEPTING THE WEST 165 OF THE EAST 1722 FEET OF THE NORTH 264 FEET, AND EXCEPTING THAT PART CONVEYED IN BOOK 5724 PAGE 650 AND BOOK 5724 PAGE 651 OF THE N ¾ OF THE NE ¼ LESS ROAD. [Owner(s): Hope Kimberley LLC],

AND;
OUTLOT "Y" IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. [Owner(s): Hope Kimberley LLC],
AND;
THE SOUTH 20 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36 [Owner(s): Hope Kimberley LLC],
AND;
THE SOUTH 1/4 OF THE NORTHEAST 1/4 IN SECTION 36, EXCEPT PLAT OF SURVEY PARCEL A RECORDED IN BOOK 8572 PAGE 426; EXCEPT PLAT OF SURVEY PARCEL "2018-191" RECORDED IN BOOK 17102 AT PAGE 203; AND EXCEPT LEGALLY ESTABLISHED HIGHWAYS [Owner(s): Hope Kimberley LLC],
AND;
PART OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 36 TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CORNER OF SAID PARCEL 2018-191", SAID POINT BEING THE NE CORNER OF SAID ABUHL ACRES AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE1/4 FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NORTHWEST CORNER OF SAID ABUHL ACRES; THENCE S00°00'00"W, 440.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, ABUHL ACRES AND POINT OF BEGINNING; THENCE CONTINUING S00°00'00"W, 10.00 FEET TO THE SW CORNER OF SAID LOT 1; THENCE N88°58'00"E, 109.00 FEET ALONG THE SOUTH LINE OF SAID LOT 1 TO THE NW CORNER OF PARCEL "A" (RECORDED BOOK 8572, PAGE 426) AND A CORNER OF SAID "PARCEL 2018-191"; THENCE S00°00'00"W, 320.00 FEET TO THE SW CORNER OF SAID PARCEL "A"; THENCE N88°58'00"E, 208.00 FEET TO THE SE CORNER OF SAID PARCEL "A", SAID POINT LYING ON SAID EAST LINE OF THE NE1/4; THENCE S00°00'00"W, 50.00 FEET ALONG SAID EAST LINE TO THE SE CORNER OF SAID PARCEL "2018-191"; THENCE S88°58'00"W, 542.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 380.00 FEET ALONG THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 225.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.127 ACRES (136,208 S.F.); SUBJECT TO 0.038 ACRES (1,650 S.F.) RIGHT-OF-WAY EASEMENT; 3.089 ACRES (134,558 S.F.) REMAINING; SUBJECT TO AND TOGETHER WITH ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Robin & Judith Van Dyke],
AND;
PARCEL "A" OF PLAT OF SURVEY RECORDED IN BOOK 8571 PAGE 426 BEING A PART OF THE S 1/4 OF THE NE 1/4 OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Robin & Judith Van Dyke],
AND;
PART OF LOT 1, ABUHL ACRES, AN OFFICIAL PLAT IN POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID ABUHL ACRES ALSO BEING THE SW CORNER OF SAID LOT 1 AND CORNER OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203); THENCE N00°00'00"E, 10.00 FEET ALONG THE WEST LINE OF SAID LOT 1, ABUHL ACRES; THENCE N88°58'00"E, 109.00 FEET ALONG A LINE 10 FEET PERPENDICULARLY DISTANT FROM THE SOUTH LINE OF SAID LOT 1; THENCE S00°00'00"W, 10.00 FEET TO SAID SOUTH LINE OF LOT 1, SAID POINT BEING THE NW CORNER OF PARCEL "A" (RECORDED BOOK 8572, PAGE 426) AND A CORNER OF SAID "PARCEL 2018-191"; THENCE S88°58'00"W, 109.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.025 ACRES (1,090 S.F.); SUBJECT TO AND TOGETHER WITH ANY EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Robin & Judith Van Dyke],
AND;
LOT 1 (EXCEPT PARCEL "2020-9" OF PLAT OF SURVEY RECORDED IN BOOK 17821 PAGE 958) IN ABUHL ACRES, AN OFFICIAL PLAT, IN POLK COUNTY, AND PARCEL "2020-11" OF PLAT OF SURVEY RECORDED IN BOOK 17821 PAGE 985 BEING A PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Shannon L. & Jill L. Haus],
AND;
PART OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CORNER OF SAID PARCEL "2018-191", SAID POINT BEING THE NE CORNER OF ABUHL ACRES, AN OFFICIAL PLAT AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE1/4 FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NW CORNER OF LOT 3 OF SAID ABUHL ACRES; THENCE S00°00'00"W 150.00 FEET TO THE SW CORNER OF SAID LOT 3, ABUHL ACRES; THENCE S88°58'00"W, 225.00 FEET TO THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 225.00 FEET TO THE NW CORNER OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 542.00 FEET TO SAID EAST LINE OF THE NE1/4; THENCE S00°00'00"W, 75.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.708 ACRES (74,388 S.F.), SUBJECT TO 0.057 ACRES (2,475 S.F.) RIGHT-OF-WAY EASEMENT; 1.651 ACRES (71,913 S.F.) REMAINING; SUBJECT TO AND TOGETHER WITH ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Alan Abuhl],
AND;
LOT 3 IN ABUHL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA. [Owner(s): Alan Abuhl]
AND;
THE NORTH 1/2 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PORTION DEEDED IN BOOK 3604, PAGE 137, TO THE STATE OF IOWA FOR INTERSTATE 35, AND EXCEPT THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET THEREOF, AND EXCEPT THAT PORTION DEEDED TO POLK COUNTY, RECORDED IN BOOK 5336, PAGE 856. [Owner(s): Kim Rueter Revocable Trust, Alex Rueter, Karen Wall, Kim Rueter, Paige Rueter Benlaala, Terri Nation, & Todd Rueter],
AND;
THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE EXISTING ROAD; AND EXCEPT THAT PART THEREOF CONVEYED TO POLK COUNTY, IOWA, BY WARRANTY DEED RECORDED IN BOOK 5336, PAGE 861. [Owner(s): Alex Rueter, Paige Benlaala, & Todd Rueter],

LAYMAN'S DESCRIPTION:

Approximately 562.64 acres (+/-) of land in the northeast quadrant, generally located around the intersection of NE 126th Avenue and NE 22nd Street (NE Delaware Avenue)

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

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

WHEREAS, in order to avoid the creation of islands or to create more uniform boundaries, the City, based on its authority in Section 368.7 State Code of Iowa, as amended, has chosen to annex the following described real estate;

THE SOUTH 200.00 FEET OF THE EAST 320.00 FEET OF THE WEST FRACTIONAL ½ OF THE SOUTHWEST FRACTION ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Cindy K. & Rory A. Welcher],

AND;

COMMENCING AT THE SW CORNER OF THE SW FRACTION ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; THENCE NORTH 00°13'32" WEST, A DISTANCE OF 511.07 FEET ALONG THE WEST LINE OF SAID SW ¼; THENCE NORTH 89°46'28" EAST, A DISTANCE OF 45.00 FEET; THENCE NORTH 45°04'29" EAST, A DISTANCE OF 127.82 FEET; THENCE NORTH 89°43'56" EAST, A DISTANCE OF 191.63 FEET, THENCE SOUTH 00°12'48" EAST, A DISTANCE OF 602.41 FEET TO THE SOUTH LINE OF SAID SW FRACTION ¼; THENCE NORTH 90°00'00" WEST ALONG SAID LINE A DISTANCE OF 327.36 FEET TO THE POINT OF BEGINNING. [Owner(s): Cindy L. Taylor & Elvin Hebner Jr.],

AND;

THE WEST 413.00 FEET OF THE EAST 1,095.00 FEET OF THE NORTH 637.00 FEET OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART DEEDED TO POLK COUNTY, IOWA IN WARRANTY DEED FILED MARCH 28, 1984 IN BOOK 5336 PAGE 847, AND SUBJECT TO ESTABLISHED ROADWAY. [Owner(s): Christopher L. & Irene K. Seuntjens],

AND;

THE WEST 312 FEET OF THE EAST 1407 FEET OF THE NORTH 637 FEET OF THE NORTH ¾ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Kelly E. & Katie N. Grove Revocable Trust],

AND;

THE WEST 150 FEET OF THE EAST 1557 FEET TO THE NORTH 637 FEET OF THE N ¾ OF THE NORTHWEST ¼, LESS ROAD, OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS. [Owner(s): Steve & Bonnie Klein],

AND;

A PORTION OF THE NW ¼ OF THE NE ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT 1557 FEET WEST OF THE NE CORNER OF SAID, TOWNSHIP 81 NORTH, RANGE 24; THENCE SOUTH 264 FEET; THENCE WEST 165 FEET; THENCE NORTH 264 FEET; THENCE EAST 165 FEET TO THE POINT OF BEGINNING, CONTAINING ONE ACRE, MORE OR LESS. [Owner(s): Kevin & Emily Huss],

AND;

W 50F N 115F E 1206.05F NE ¼ NW ¼ LESS .038 A RD SEC 36-81-24. [Owner(s): NW Bell Telephone Co],

AND;

PART OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CORNER OF SAID PARCEL "2018-191", SAID POINT BEING THE NE CORNER OF ABUHL ACRES, AN OFFICIAL PLAT AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE¼ FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NW CORNER OF SAID ABUHL ACRES; THENCE S00°00'00"W, 150.00 FEET TO THE NW CORNER OF LOT 2 OF SAID ABUHL ACRES AND POINT OF BEGINNING; THENCE CONTINUING S00°00'00"W, 150.00 FEET TO THE SW CORNER OF SAID LOT 2; THENCE S88°58'00"W, 225.00 FEET TO THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 150.00 FEET ALONG THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 225.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.775 ACRES (33,744 S.F.); SUBJECT TO AND TOGETHER WITH ANY EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Wayne E. Abuhl, Shannon L. & Jill L. Haus],

AND;

LOT 2 IN ABULH ACRES, AN OFFICIAL PLAT, POLK COUNTY, IOWA. [Owner(s): Samuel & Morgan Keasler],

AND;

THE NORTH 137 FEET OF THE WEST 272 FEET OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL ¼) OF SECTION 31; ALSO THE SOUTH 302 FEET OF THE WEST 272 FEET OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL ¼), EXCEPT THE EAST 42 FEET OF THE NORTH 120 FEET THEREOF, OF SECTION 31, ALL IN TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPTING EXISTING ROADS AND HIGHWAYS.[Owner(s): Alvin L. & Emily M. Wyckoff]

LAYMAN'S DESCRIPTION:

Approximately 21.52 (+/-) acres of land adjacent to petitioning parcels.

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

WHEREAS, the non-petitioning property owners of the above parcels have been notified 14 days prior to the date of this resolution by certified mail; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny Iowa, that the above-described real estate should be annexed and is hereby annexed to and made a part of the City of Ankeny, Iowa, subject only to its approval by the City Development Board in accordance with Iowa Code Section 368.7(1).

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

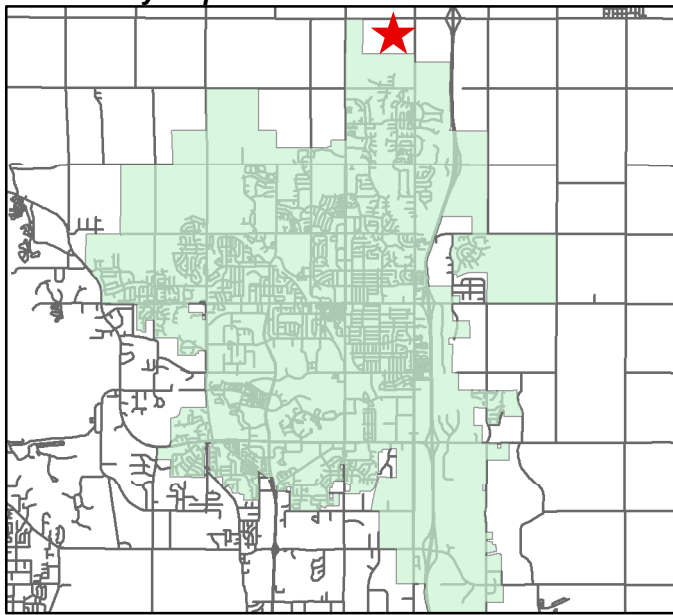
PASSED AND APPROVED this 6th day of June, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Vicinity Map

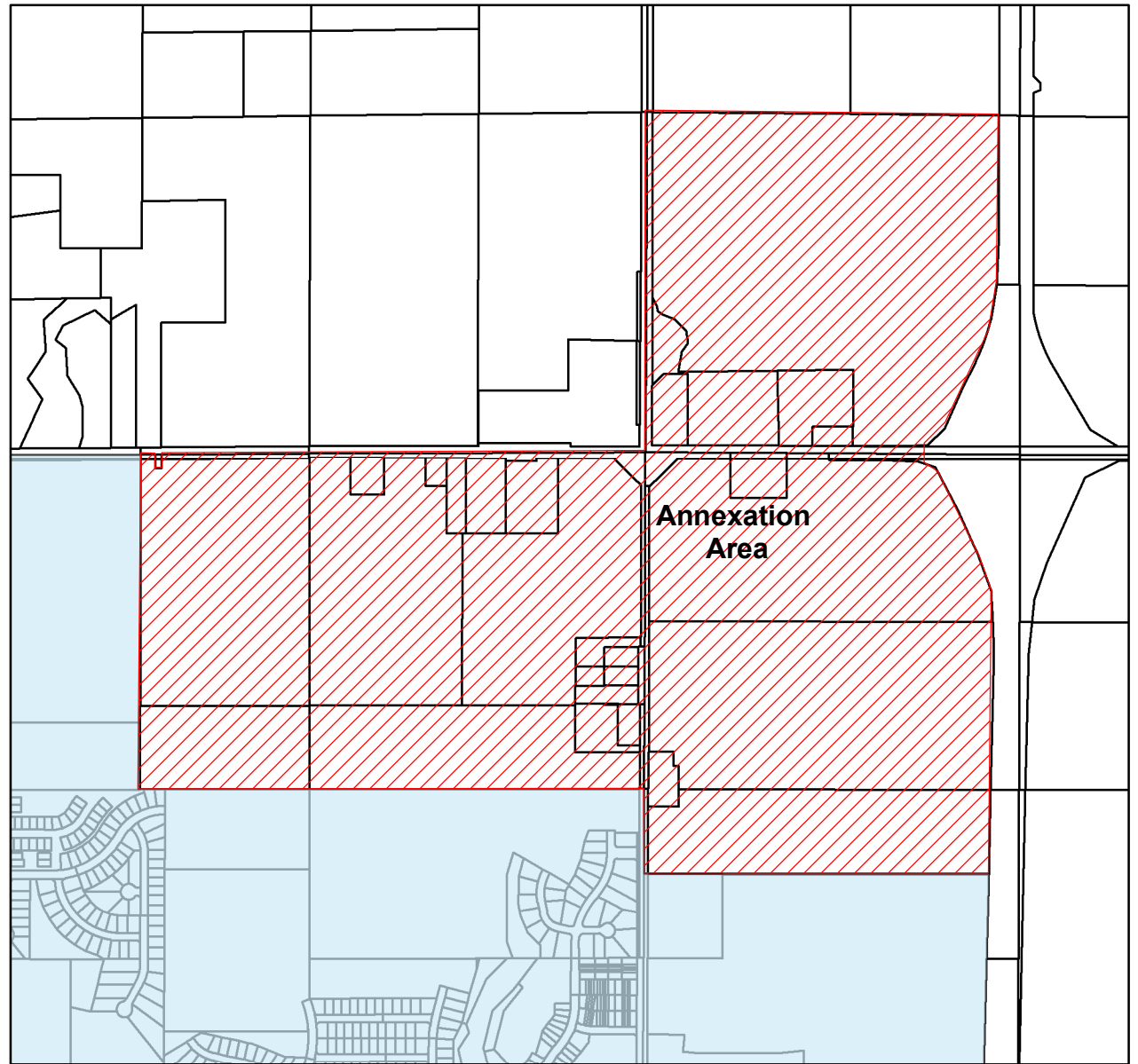


LEGAL DESCRIPTION

"THE EAST HALF OF THE NORTHWEST QUARTER AND ALL OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, AND THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING WEST OF INTERSTATE 35, AND THAT PART OF THE NORTHWEST FRACTIONAL QUARTER AND THE NORTH QUARTER OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING WEST OF INTERSTATE 35. THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD."

Property Owners:

Hope Kimberley LLC, Hope K Farms LLC, NW Bell Telephone Co., Kevin & Emily Huss, Steven & Bonnie Klein, Kelly & Katie Grove Revocable Trust, Alan Abuhl, Christopher L. & Irene K. Seuntjens, Samuel & Morgan Keasler, Wayne E. Abuhl & Jill & Shannon Haus, Jill L. & Shannon L. Haus, Robin & Judith Van Dyke, Alvin L & Emily M Wyckoff, Katherine E Moeckly Trust, Todd & Alex Rueter & Paige Benlaala, Cindy K & Rory A Welcher, Jeanne M & Gary G Uhl, Cindy L Taylor & Elvin Hebner Jr, Karen J Twedt & Dennis L Jones & Kathie J Olenius, Karen Wall & Kim, Alex & Todd Rueter & Paige Rueter Benlaala & Terri Nation



1 inch = 1,337.73 feet

Annexation Map

City of Ankeny

**Hope Kimberley
Annexation**

City of Ankeny, Iowa
Planning and Building Department

Drawn By: JH

Sheet No.

Checked by:

1 of 1

Date: February 14, 2022

March 8, 2022

RECEIVED

MAR 04 2022

CITY OF ANKENY

Jeanne Uhl
2350 NE 126th Ave
Elkhart IA 50073

March 3, 2022

City of Ankeny Planning and Zoning Commission
Brenda Fuglsang
1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Email: bfuglsang@ankenyiowa.gov

Dear Members of the Ankeny Planning and Zoning Commission:

My husband Gary Uhl and I are consenting property owners included in the proposed Hope Kimberley Annexation into the City of Ankeny Iowa and currently reside as residents of Polk County Iowa in the Elkhart Township. We request that you seriously consider approval of the original annexation application including all of the voluntary and involuntary parcels which more than meet the required 80/20%. I grew up in Ankeny, graduated from Ankeny High School and raised 3 children who also graduated from Ankeny High School. I am a board member of the Ankeny Historical Society and greatly appreciate the wonderful people and opportunities within the City of Ankeny and look forward to once again becoming a resident.

We are concerned about discussions of possibly "notching out" 4 properties along the south side of NE 126th Avenue owned by Huss, Klein, Grove, and Seuntjens along with a fifth property owned by Hebner (see attached CDA Map) on the NE corner of the NE 126th Ave intersection with NE Delaware Avenue. The City of Alleman is unable to annex frontage properties along NE 126th Avenue from NE 14th Street (Hwy 69) east to NE Delaware Avenue based upon recent communications that owners of land parcels totaling more than 100 acres have withdrawn their voluntary annexation petitions to the City of Alleman Iowa. Thus the 4 homes on the south side of NE 126th Ave and the single home on the NE corner of the 126th/Delaware intersection cannot meet the contiguous properties required in order to be annexed into the City of Alleman. If these properties are not included within the Hope Kimberley Annexation into the City of Ankeny, they would each remain under Polk County, not the City of Alleman. They would lose their opportunity to improve their properties with the sewer and other municipal services offered by the City of Ankeny yet they will border Ankeny properties.

Please consider the complications now and in the future that arise for the 4 homes surrounded on three sides by Hope Kimberley Annexation properties and the Hebner property which is also contiguous to Hope Kimberley properties if they were "notched out" or not included in the Hope Kimberley Annexation.

1. **Confusion and/or Dangerous delays in responses from Emergency Responders.**

connect to the sanitary sewer utility. **Each of these 5 properties are included within this sewer district and eligible into perpetuity to connect to the sanitary sewer according to this Ordinance 2055.** See the attached Map and Ordinance. How would current or future owners of these 5 properties who would be under Polk County jurisdiction and pay Polk County taxes , NOT City of Ankeny, HOW would these current or future property owners be allowed to improve their properties by connecting to the City of Ankeny sewer system if they are "notched out" or removed from the Hope Kimberley Annexation? If they are left remaining in Polk County jurisdiction or in the future they become annexed into another entity, how would they connect to Ankeny Sewer as outlined in Ankeny Ordinance 2055?

On behalf of my husband Gary Uhl and myself, I ask that you seriously consider the long term ramifications that are sure to occur as properties get sold and bought and resold. New owners will make choices that may differ from current owner choices. In the interest of best practices for public safety and use of tax resources and bettering neighborhoods with the Ankeny focus on staying connected via sidewalks and trails, please approve the entire Hope Kimberley Annexation including all the voluntary and involuntary properties. Thank you for all your consideration and time spent in improving the lives of Ankeny residents!

Respectfully,



Jeanne Uhl



January 6, 2022

Gary and/or Jeanne Uhl
2350 NE 126th Avenue
Elkhart, IA 50073-9173

Subject: Annexation into the City of Ankeny

Dear Mr. or Ms. Uhl:

Through one of our entities, Hope Kimberley, LLC, we have purchased the land shown in the attached exhibit map. We plan to develop this land into mostly residential lots based on the City of Ankeny 2040 Comprehensive Plan, though at this beginning phase we have no conceptual plan completed. Our first step is to annex this land into the city of Ankeny. Annexation is the formal process of incorporating a parcel of land into the city. A parcel of land is required to be within the corporate limits of the city in order to receive city services, such as water, sanitary sewer, fire protection and street maintenance.

At this time over 80% of the property owners within the area shown on the attached map have signed the annexation petitions so we have requested that the city of Ankeny start the annexation process. In order to avoid the creation of irregular corporate boundaries or islands, the city is able to pursue an 80/20 annexation. This form of annexation allows up to 20% of the total area to be included within an annexation without the owner's consent. This letter is to notify you that the process will be starting. This annexation will ultimately increase the value of your land, bringing city sewer and water to your property line as development proceeds.

If you have an interest in consenting to the annexation or if you have any follow up questions, please call:

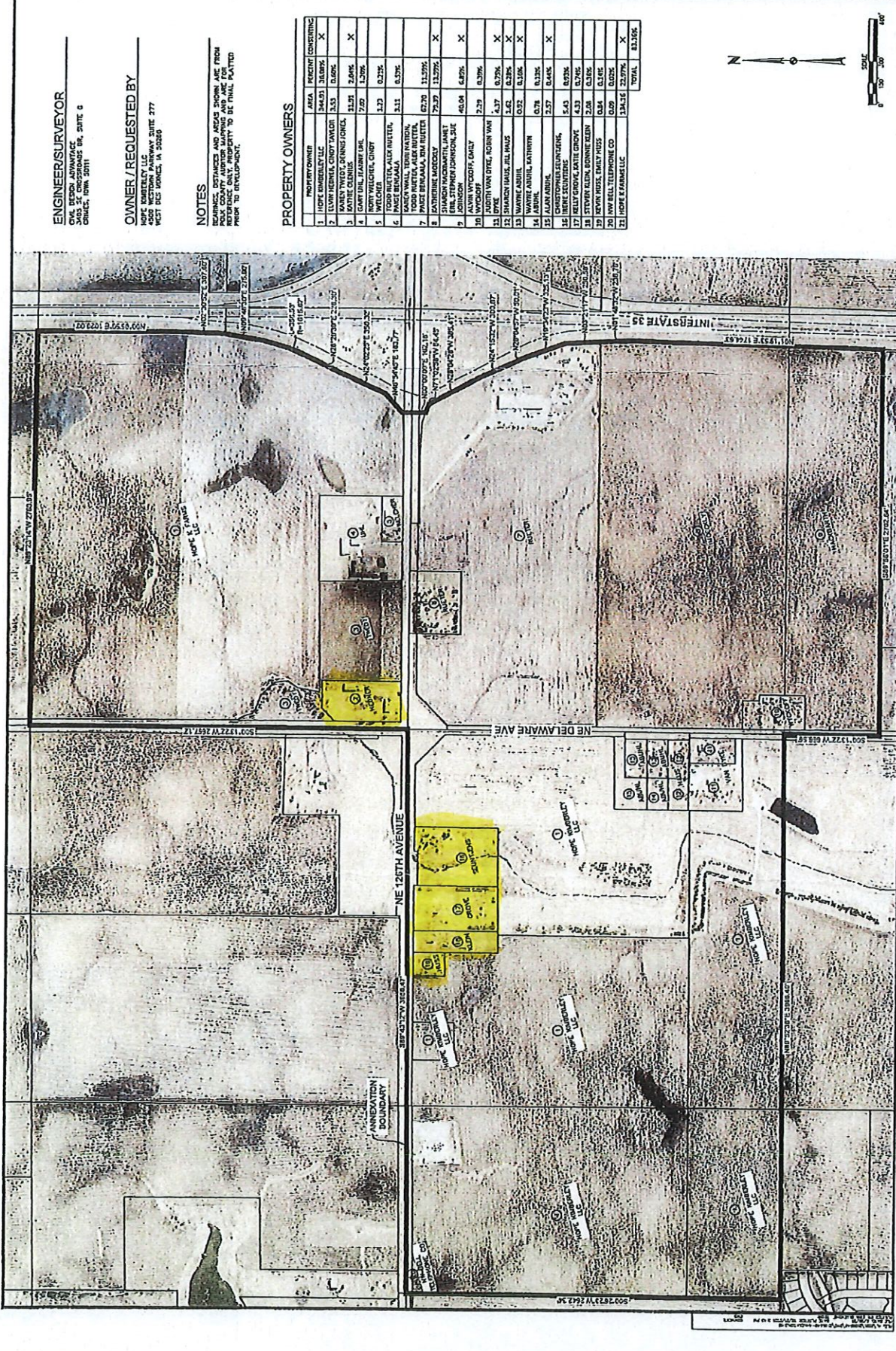
Eric Carstens, Planning Manager
City of Ankeny
(515) 963-3559

Sincerely,



Jordan Kramer
Kimberley Development Corp.
Hope Kimberley, LLC

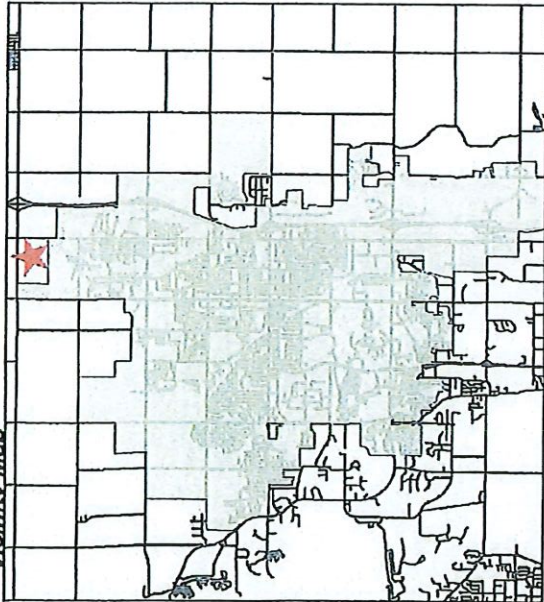
Enclosure: North Ankeny Annexation Exhibit



PROPERTY OWNERS

NO.	PROPERTY OWNER	AREA	PERCENT	CONSIDERED
1	HOPE E KAMMEL LLC	34.03	14.50%	X
2	LLVOY KEMER, CROFT DANCOR	3.53	0.80%	X
3	KAREN TROTT, DENNIS JONES	11.91	2.60%	X
4	KATHIE CLEMES	7.09	1.20%	X
5	COURT DILL, JACQUELYN DILL	7.09	1.20%	X
6	WELCHER	3.23	0.21%	X
7	TODD WATERS, ALICE WATERS	2.11	0.20%	X
8	PAGE BIRKALA, BEN WATERS	62.70	13.20%	X
9	KATHERINE MACDOY	75.37	13.20%	X
10	JOHNSON	46.04	6.80%	X
11	ALAN WOODCOCK, DAVID	2.29	0.20%	X
12	JUSTIN VAN DYKE, ROBIN VAN	4.37	0.70%	X
13	SHARON MAUS, JILL MAUS	1.62	0.20%	X
14	WYNNE ARBIL	0.92	0.10%	X
15	ARVIN	0.78	0.10%	X
16	ALAN ARVIN	2.27	0.40%	X
17	CHRISTOPHER LUTZKE	5.43	0.90%	X
18	HEIDI KUTNERS	4.33	0.70%	X
19	JILL KUTNERS, JANE KUTNERS	2.28	0.30%	X
20	JOHN KUTNERS	0.84	0.10%	X
21	JOHN KUTNERS	0.84	0.10%	X
22	JOHN KUTNERS	0.84	0.10%	X
23	HOPE E KAMMEL LLC	136.12	29.70%	X
	TOTAL	83.26		

Vicinity Map



LEGAL DESCRIPTION

THE EAST 1/4 OF THE NORTHWEST 1/4, EXCEPT THE WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET THEREOF, AND ALL OF THE NORTHEAST 1/4, AND

N 1/4 SW FRL 1/4 LESS 135 ROW -EX N 137F W 272F

AND

S 1/2 NW FRL 1/4 LESS 135 ROW RD -EX S 182F W 272F & N 120F S 302F W 230F

AND

S 302F W 272F S 1/2 NW FRL 1/4 & N 137F W 272F N 1/4 SW FRL 1/4 -EX E 42F N 120F

AND

N 1/2 NW FRL 1/4 LESS 135 ROW -EX E 440F W 1108F N 362F

AND

E 440F W 1108F N 362F NW FRL 1/4 -EX BEG 688.1F E OF NW COR THN E 440F

AND

SW FRL 1/4 -EX S & W OF A LN BEG 1622.95F E OF SW COR THN N 645F W 1373F

AND

NELY 245F NWLY 484.93F W 45F TO W LN & 16.3A I 35

AND

S 200F E 320F SW FRL 1/4 SW FRL 1/4

AND

S 840.5F E 591F W FRL 1/2 SW FRL 1/4 -EX S 200F E 320F

AND

BEG SW COR THN E 1622.95F W 45F W 1373F NELY 245F NWLY 484.93F W 45F

TO W LN S 1195.44F TO POB W FRL 1/2 SW FRL 1/4 -EX BEG SW CORNER SW

FRL 1/4 THN N 511.07F E 45F NE 127.82F E 191.63F S 602.41F W 327.36F TO

POB - & EX 5640.5F E 591F

AND

BEG SW CORNER SW FRL 1/4 THN N 511.07F E 45F NE 127.82F E 191.63F

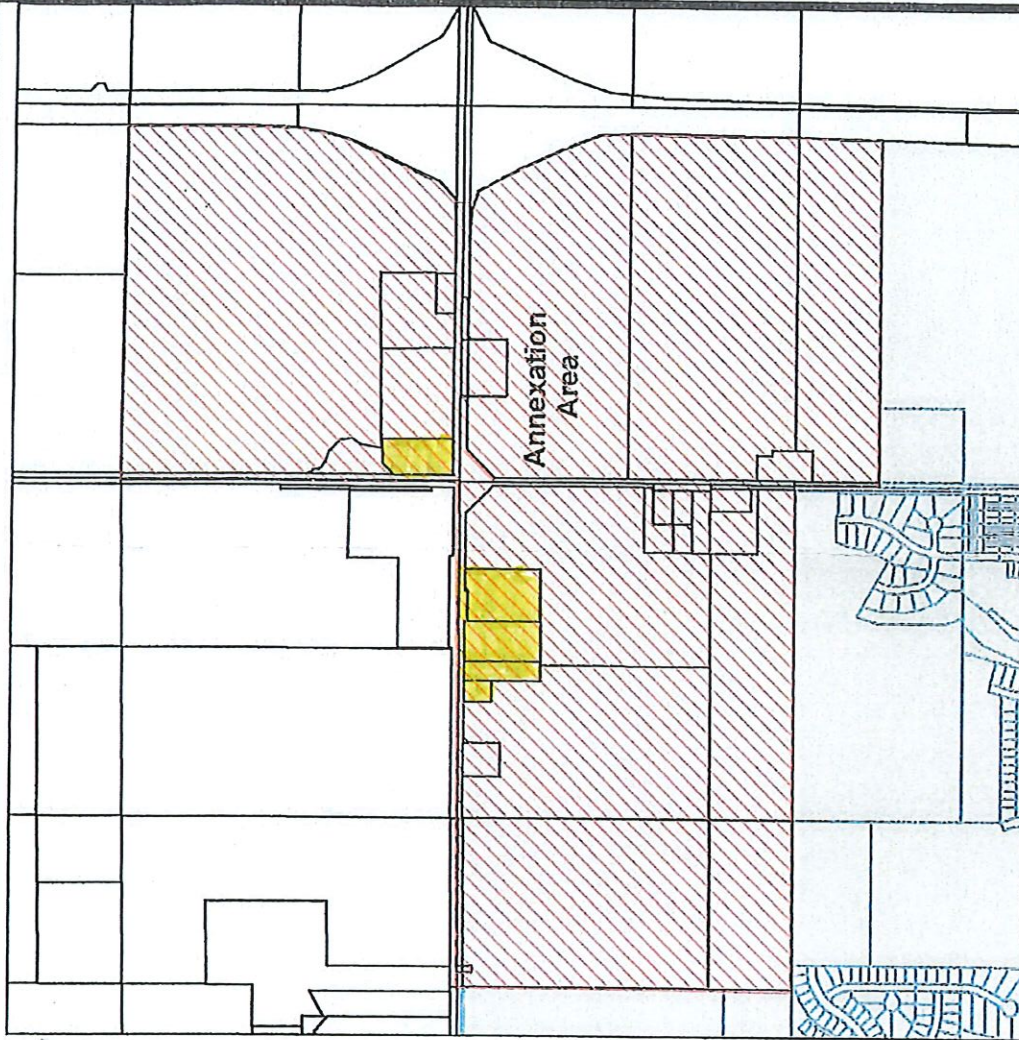
S 602.41F W 327.36F TO POB SW FRL 1/4

ALL IN SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST

OF THE 5TH P.M., POLK COUNTY, IOWA.

THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD

RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD.



1 inch = 1,337.73 feet

Annexation Map

Property Owners:

Hope Kimberley LLC, Hope K Farms LLC, Kevin & Emily Huss, Steven & Bonnie Klein, Kelly & Katie Grove, Alan Abuhl,

Christopher L. & Irene K. Seunfjens, Samuel & Morgan Keasler, Wayne E. Abuhl & Jill & Shannon Haus,

Jill L. & Shannon L. Haus, Robin & Judith Van Dyke, Alvin L. & Emily M. Wyckoff, Katherine E. Moeckly Trust,

Todd & Alex Ruetter & Paige Benlaala, Cindy K. & Rory A. Welcher, Jeanne M. & Gary G. Uhl, Cindy L. Taylor & Elvin Hebner Jr.,

Karen J. Tweedt & Dennis L. Jones & Kathie J. Olenius, Karen Wall & Kim Alex & Todd Ruetter & Paige Ruetter Benlaala & Terri Nation

City of Ankeny, Iowa

Planning and Building Department

Drawn By: JH

Sheet No.

1 of 1

Checked by:

Date: February 1, 2022

Hope Kimberley
Annexation

City of Ankeny

NOTICE TO PROPERTY OWNERS

Notice is hereby given that the City Council of the City of Ankeny, Iowa intends to construct major sanitary sewer facilities in specified areas throughout the City, and has caused to be placed on file for public inspection in the office of the City Clerk a proposed connection fee ordinance establishing the Fourmile Creek Trunk Sewer Connection District 2, pursuant to which ordinance a connection fee would be imposed upon the owners of properties within said District who make application to connect their properties to the sanitary sewer utility of the City.

The City Council will meet at 5:30 P.M on the 3rd day of May, 2021, at the Ankeny Kirkendall Public Library - City Council Chambers, 1250 SW District Drive, Ankeny, at which time a public hearing will be held on the proposed connection fee ordinance.

Interested persons can join the meeting electronically by the following methods:

Join from PC, Mac, Linux, iOS or Android: <https://meetings.ringcentral.com/j/1481631711>
For the best audio experience, please use computer audio.

Or iPhone one-tap :

US +1(720)9027700,,1481631711# (US Central)

Or Telephone:

US: +1(720)9027700 (US Central) Meeting ID: 148 163 1711

There will be a limited number of seats available to attend the meeting to those who register with the City Clerk by emailing dhoy@ankenyiowa.gov or by calling 515-965-6405 before 3 PM the day of the meeting. All comments submitted no later than 3:00 P.M. the day of the meeting shall be made part of the hearing.

The owners of properties within the proposed Sewer Connection Fee District or any other person having an interest in said matter, may appear and be heard for or against the boundaries of the proposed Sewer Connection Fee District, or the proposed connection fees. A property owner will be deemed to have waived all objections unless at the time of the hearing the property owner has filed objections with the City Clerk.

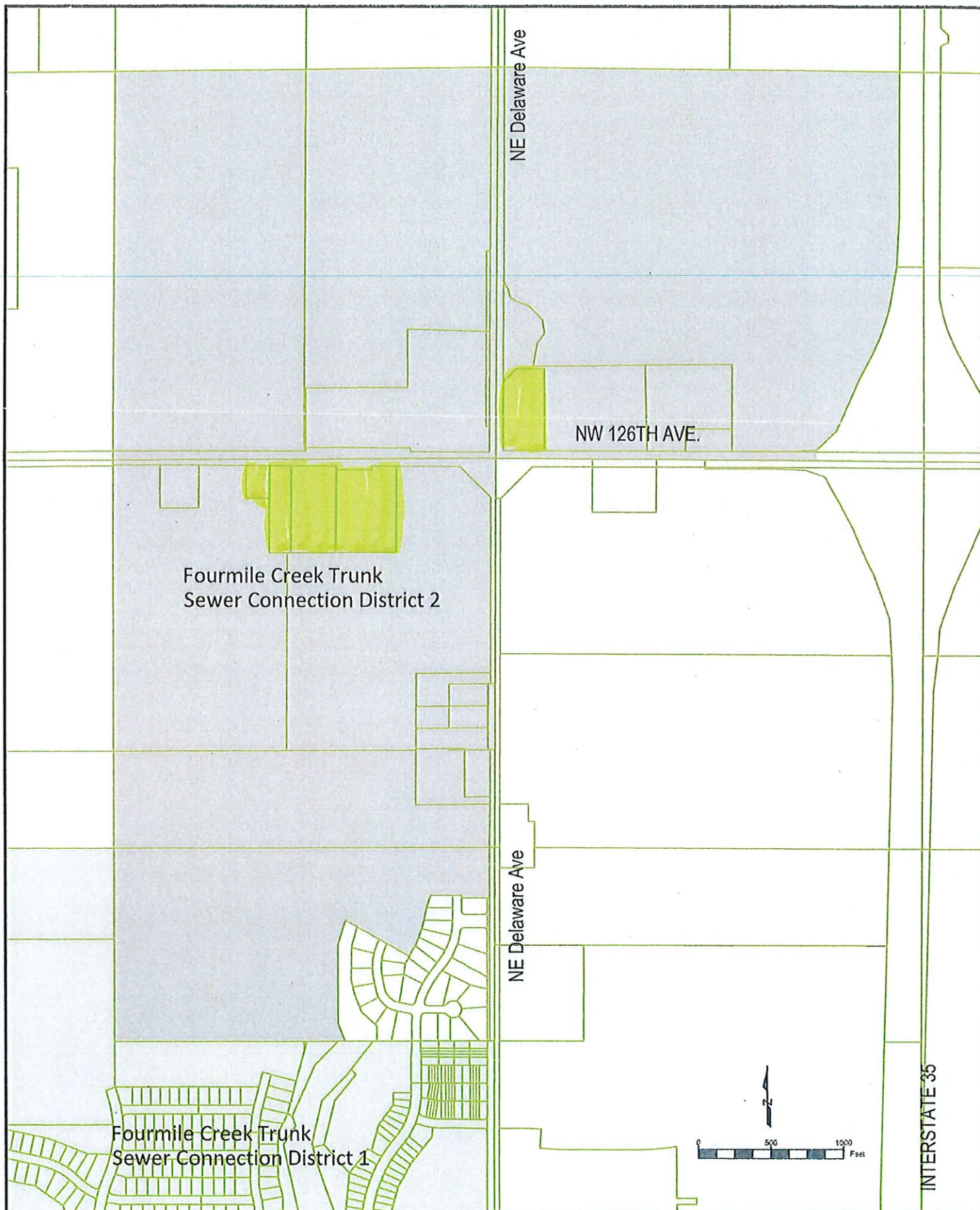
Description of Improvements Constructed

The improvements are known as the "Fourmile Creek Trunk Sewer Extension" (hereinafter referred to as the "Project") and consist generally of the following:

Dated this 5th day of April, 2021.

City Clerk

To be published in the Des Moines Register on April 9, 2021.



ORDINANCE 2055

AN ORDINANCE TO AMEND SECTION 94.06 OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, SEWER CONNECTION DISTRICTS ESTABLISHED.

WHEREAS, the City of Ankeny has established water and sewer connection fee districts in Chapter 94 of the Ankeny Municipal Code; and

WHEREAS, the City Council proposes that the costs of extending improvements not assessed to properties specially benefitted thereby should be recovered by the imposition of a connection fee upon the owners of properties which connect to and derive service from the municipal sanitary sewer utility; and

WHEREAS, the following connection fee ordinance has been prepared for said purpose, which ordinance establishes a certain connection fee district to be known as the Fourmile Creek Trunk Sewer Connection District 2, and provides that property owners within said district would be eligible to connect to the sanitary sewer utility upon application therefor and payment of a connection fee in the amount prescribed to be connected to and served by the sanitary sewer utility.

NOW, THEREFORE, be it Ordained by the City Council of the City of Ankeny, Iowa:

Section 1. That the Municipal Code of the City of Ankeny, Iowa, be and is hereby amended by adding a new Section, as follows:

94.06.20 Fourmile Creek Trunk Sewer Connection District 2

A. Fourmile Creek Trunk Sewer Connection District 2 means and includes only the following described real estate and as shown on an exhibit on file in the office of the Director of Municipal Utilities:

<u>Effective Date</u>	<u>Sewer Connection Fee</u> <u>(per acre – 1 acre minimum)</u>
Prior to and through December 31, 2021	\$1,015
January 1, 2022	\$1,029
January 1, 2023	\$1,043
January 1, 2024	\$1,057
January 1, 2025	\$1,071
January 1, 2026 and thereafter	To be re-evaluated

Section 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Severability. If any section, subsection, provision, sentence, clause, phrase or other 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, subsection, provision, sentence, clause, phrase or other part hereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

PASSED AND APPROVED this 7th day of June, 2021.

Mark Holm, Mayor Pro tem

Attest:

Denise L. Hoy, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 11TH DAY OF JUNE 2021**

**1st Con 05/03/21 (P. Hrg.)
2nd Con 05/17/21
2nd Con 05/17/21**

RUETER'S

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION

March 8, 2022

March 3, 2022

Eric Carstens, AICP

Planning Manager

Community Development

1210 N.W. Prairie Ridge Dr.

Ankeny, IA 50023-1564

RE: Proposed Annexation of Rueter Property by the City of Ankeny

Dear Eric:

It is the preference of the entire Rueter family to be consenting rather than non-consenting landowners and to work with the City of Ankeny on its proposed annexation.

However, based upon my review of the documentation you have provided, we need a modification to both the City's Future Land Use Map and the City's Zoning Map to accurately depict how the property is presently being utilized and how it will function in the years to come.

I have marked on the map you have provided (see Exhibit "A" attached) just how the Rueter property must be designated for zoning purposes.

C-2: The westernmost portion of the property would retain the community commercial designation shown on the City's Future Land Use Map and will retain its C-2 zoning classification on the City's Zoning Map.

M-1: (Rueter Equipment Company) I appreciate you sending to me the uses that are authorized on C-2 zoned properties. While our current operation is focused primarily on farming, we are trending more toward construction equipment. This trend will only be accelerated as the City expands northward. For that reason I believe a portion of our property (as shown on Exhibit "A") simply must be zoned for a light industrial use (M-1).

We ask that the City commit to initiate an amendment to its Future Land Use Map and its Zoning Map to classify a portion of the Rueter property as Light Industrial (M-1) (as depicted on Exhibit "A"). If the City will make this commitment, then the Rueter family will take whatever steps are necessary to fully

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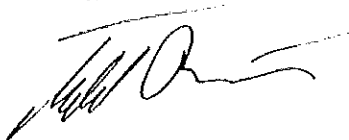
MAR 07 2022

CITY OF ANKENY
1000 E. MAIN ST. SUITE 100 ANKENY, IA 50021-3000

RUETER'S

consent to the City of Ankeny's proposed annexation. In addition, see the Annexation Agreement attached with this letter and marked as Exhibit "B" which includes an additional paragraph (paragraph 5) to the Agreement that more clearly spells out the zoning the Rueter family will require in order to consent to the City's proposed annexation.

Sincerely,



Todd Rueter

President

CARROLL
1803 Radiant Road
Carroll, IA 51401
P: 712.792.9294
F: 712.792.6808

COUNCIL BLUFFS
1132 31st Avenue
Council Bluffs, IA 51501
P: 712.366.5221
F: 712.366.5228

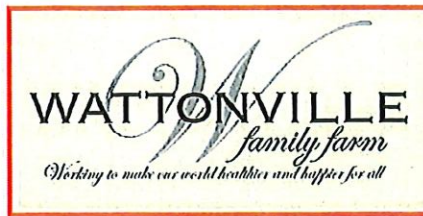
ELKHART
2425 NE 126th Avenue
Elkhart, IA 50073
P: 515.367.3054
F: 515.367.3057

GRAND JUNCTION
PO Box 227
Grand Junction, IA 50107
P: 515.738.2571
F: 515.738.2343

NELIGH
710 HWY 275
Neligh, NE 68756
P: 402.887.5638
F: 402.887.5640

OSCEOLA
1827 Ticken Drive
Osceola, IA 50213
P: 641.223.8171
F: 641.223.8173

SIOUX CITY
4730 S. York Street
Sioux City, IA 51106
P: 712.266.3832
F: 712.266.3550



RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION

March 8, 2022

March 8, 2022

Dear City of Ankeny Planning and Zoning Commission,

I write to you with goals for good health and local community.

I write to you with ambivalence, as those who are elected to represent and regulate us seem to fail to make land-use decisions that best serve these goals.

I write to you with hope for stewardship of the quality and simplicity of life that appeals to most of us who have chosen our rural lifestyle.

I speak out on behalf of myself and a minority of small farmers who are concerned about preserving our way of growing organic food, and creating new avenues for REGENERATIVE and HUMANE farm practices in Iowa, which we believe necessary for sustaining a local food supply and the health and well-being of people and the planet, in general.

Though our property is just across the street from the current annexation proposal, we are aware that our land is pegged to be annexed in Ankeny's 2030 plan as "NMU", which means earmarked for fast-food joints and more junk-producing convenience commercial shops. Some people want fast-food and drive-thru coffee. But what about the citizens who want to grow their own chemical-free food? What about those of us who want to eat healthfully and not eat junk food? You mention that Agrihoods will be "allowed" in some parts, and yet there's no actual plan for them.

We are working to be part of the local food solution, but Ankeny's annexation plans are working against our well-meaning efforts and livelihood. How many small local organic food sources have been incorporated into Ankeny's plan? As far as we can tell, your answer is "none." Please, allow us to continue our work producing local food on our regenerative organic farm.

Sincerely,
Linda Wattonville
Wattonville Family Farm
12702 NE 22nd St.
Alleman, IA 50007

RECEIVED

MAR 08 2022

CITY OF ANKENY

RECEIVED

MAR 08 2022

CITY OF ANKENY



RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION

March 8, 2022

Jason Wattonville
Wattonville Family Farm
12702 NE 22nd St
Alleman, IA 50007

March 8, 2022

City of Ankeny Planning and Zoning Commission
Brenda Fuglsang
1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Email: bfuglsang@ankenyiowa.gov

Dear Members of the Ankeny Planning and Zoning Commission,

First, let me thank the commission for the opportunity to hear my concerns about the proposed Kimberly annexation and for making the effort to answer my question about Agri-hoods which I asked about in the previous public hearing. While I was happy to see that thought has been given to this concept, it doesn't appear that much has happened beyond it just being mentioned.

I currently live at 12702 NE 22nd St, Alleman, IA with my wife, Linda and daughter Madison. Our property is just across the street from the current annexation proposal, but recognize that we are included on the 2030 Comprehensive plan. On our 18 acre farm, we raise organic sheep, cattle and chickens. I have been involved with agriculture and farming my entire life and we purchased this property back in 2015 because it was some of the rare virgin pasture ground left in our area (meaning it has never been tilled) and quite frankly is hard to come by. This well established pasture is highly productive at making nutrient rich grass which in turn helps grow our sheep and cattle. We have some of the most healthy organic and nutritious lamb and beef because the very pasture that feeds them.

So why am I telling you this...

I don't know how many people know that you can't just make pasture overnight. It takes decades to get a good stand of nutrient rich grass - and no, not like the sod that gets laid next to new homes. That stuff wouldn't feed a small goat, in fact it would probably kill it due to all the fertilizer and chemicals it has on it to get it so green and weed and pest free. It has no drought resistance (that's why you have water it all the time) and very little nutrition. But enough on the grass lecture - my point is that annexations take this kind of farm ground out of production and replace it with cement and asphalt and the last I checked, nothing grows from that. Urban sprawl continues at an alarming rate

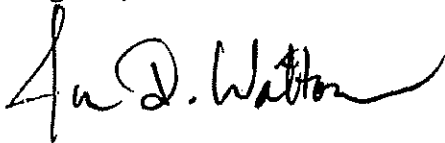
and unfortunately , the annexation 80/20 law is not about equal representation but rather who owns the most land. In my opinion, that greed is decimating productive farm ground which in turn reduces our food supply. So a few folks will make a bunch of money developing this ground, but where will people go to get locally produced food? You might say that's not your problem...but it is your problem. By converting productive farm ground to city developments, food scarcity is and will be the very problem you are creating.

Folks live on an acreage or live in the country because they want a specific lifestyle that cannot be achieved by living in the city. In our case, it's the right to farm so we can produce food that people in our community can eat. Annexing these properties into Ankeny will change that lifestyle against the will of the people living there.

We understand that with annexation comes city services such as sewer, water, garbage etc. However, we already all that covered and are self sufficient without the need to bring those services out to our farm. In fact, we wouldn't switch to those services if they did provide them.

Finally, I hope that you will reconsider and not allow the annexation proposal to move forward and at a minimum, allow those that do not want to annex with the city of Ankeny, the right to choose otherwise.

Regards,

A handwritten signature in black ink, appearing to read "Jason Wattonville". The signature is fluid and cursive, with a large initial "J" and "W".

Jason Wattonville

March 8, 2022

To: Ankeny Planning and Zoning Commission

From: Chris Seuntjens

2075 NE 126th Ave.

Alleman, Iowa 50007

515-988-3225

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION

March 8, 2022

I want to thank the commission for taking the time to hear my and my neighbors' concerns about the annexation of our properties into the city of Ankeny. We know that you have a tough job and that it is difficult to make all parties involved happy. I'd like to be clear that we are not anti-developer or anti-Ankeny minded. The city has done an amazing job of managing Ankeny's explosive growth and making it a wonderful place to live and for people to raise their families.

I moved to Ankeny in 1977 and lived there until 2018. I was raised on a farm in Mapleton, Iowa and always dreamed of having an acreage or small farm in this area. My wife and I found our dream acreage and moved there in 2018. We thoroughly enjoy living there every day. We and our neighbors have always known Ankeny growth was coming our way some day.

Besides the major concerns that Alleman mayor Bob has expressed regarding the impact of annexation to the city of Alleman, I'd like to address more personal issues that concern us.

Regarding city of Ankeny utility services. I already have city water plus a new well pump and a new septic system. My neighbors are happy with their own services.

Regarding the city of Ankeny ordinances that would affect us if me and my neighbors are annexed:

I have a 20' in diameter burn pile that gets burned about twice a year. I doubt that would be allowed in the city limits of Ankeny.

I have a dune buggy that I like to tool around in on my property and I know my neighbors have quads they like to ride. Is that allowed in the city limits of Ankeny?

I have a large party in my backyard every year with about 100 people. We have live music and 25 – 50 cars park on my property for the party. A few bring small campers and stay the night. I doubt that is allowed in the city limits of Ankeny.

My neighbors enjoy target shooting with their friends. I doubt you can shoot a gun inside the city limits of Ankeny.

These may seem like small issues, but they are very important issues to us and some of the things that make living in our area enjoyable.

One issue that everyone that is opposed to the annexation agrees on is that none of us want to pay Ankeny taxes. We want our taxes to go to Alleman and North Polk Schools.

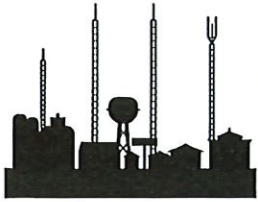
I keep hearing that the city wants straight borders and no islands. If we are not annexed, we won't be on an island. Just an inlet. The only way we would become an island is if the Wattonville farm across the road is annexed.

Would I still be able to have my hay baled in my west pasture?

All it would take if for one person in the city of Ankeny to complain about any of these things and those things that are enjoyable to us would go away.

I understand the how the 80/20 rule works. I don't understand how that is fair in our situation. Just a couple of parties that own a majority of the land to be annexed has precedence over the total number of neighbors that are against it. So, it's kind of like the golden rule – those who have the most gold rule. Is this really fair? The majority of owners take a back seat to the couple of land - owners with the most acreage?

I and my neighbors want to stay in Alleman. If not, we wouldn't live where we do. Your total objectiveness to understanding me and my neighbors' wishes to remain in Alleman is greatly appreciated. Thank you again for your time.



city of
ALLEMAN

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION

March 8, 2022

14000 NE 6th Street, Alleman, IA 50007 | 515.685.3666 | cityofalleman@huxcomm.net

Ankeny Planning and Zoning Board,

The City of Alleman would request all items relating to annexation along 126th Ave in northern Polk County be tabled. The agenda for Tuesday March 8, 2022 includes annexation spanning both the north and south side of 126th Avenue.

The City of Alleman would like this topic tabled until direct negotiations between the City of Ankeny and the City of Alleman can reach a mutual agreement.

Alleman Mayor Robert Kramme



city of
ALLEMAN

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION

March 8, 2022

14000 NE 6th Street, Alleman, IA 50007 | 515.685.3666 | cityofalleman@huxcomm.net

Ankeny Planning and Zoning Board and Ankeny City Council,

The City of Alleman will be filing articles of incorporation voluntary and involuntary that encompass the east west boundary of 126th Ave in Northern Polk County from I-35 to NW 16th Street.

Please be advised these decisions must be made by elected officials, not appointed boards.

Alleman Mayor Robert Kramme

Kevin and Emily Huss
1957 NE 126 AVE
Alleman, IA 50007

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION

March 8, 2022

March 7, 2022

City of Ankeny Planning and Zoning Commission:
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

To Whom it May Concern:

My wife, Emily, and I are property owners in the proposed Hope Kimberly Development Annexation into Ankeny. We are asking you to deny the involuntary annexation of our property. The 80/20 annexation law is being used to strong hold small land owners into city limits. Hope Kimberly Development was unable to reach 80% voluntary annexation with the land south of NE 126th Avenue and had to purchase more land north of NE 126th Avenue to impose the 80/20 annexation law in turn giving small land owners no choice.

I was raised on a farm and my wife grew up in small town Iowa. We wanted to incorporate the small-town atmosphere and country living into how we raised our children. When looking at properties to make into our home this was the first priority on our list and a nonnegotiable. The purposed annexation will cause high-density housing right next to our acreage and ultimately diminish the beauty of our property and potentially its value. We choose to buy our home due to its location and small-town atmosphere and we would be forced into a large city that is continuing to grow. Although I am sure the City of Ankeny and the Ankeny School District are wonderful, it is not where I or the other 5 property owners chose to live and have our children go to school. If I wanted to live within Ankeny or have my children attend Ankeny schools I would have looked for property to buy within Ankeny/Ankeny School District and not use the law to strong hold other's into something they don't want. Although our property is within the North Polk School District we have concern it will change once the annexation takes place.

Not only would the annexation increase our taxes, but it would cause several other negative effects to current residents. It is likely NE 12th Avenue would need to be converted to a four-lane road to handle to amount of traffic, which would take more of our land. The increase in traffic would cause an increase in car accidents, overall traffic congestion and noise level. According to the study of Bateman, Day, Lake and Lovett, cited on AVISO Valuation and Advisory website, road traffic has a negative effect on residential property due to road noise. This will also decrease resident's overall health due to increase of emissions. Furthermore, studies have shown light pollution, (increased due to home lights, car lights, and street lights) impose negative consequences to people, animals and vegetation.

Annexation would provide little to no benefit and ultimately go against Iowa's promotion of small town living and agriculture. In reference to Mr. and Mrs. Uhl's letter regarding concerns raised about future improvement to OUR property. We are within the new sewer district, but have declined to connect due to our septic system that we provided continuous maintenance to. We were informed that if future owners of our property wanted to connect to the sewer district they would have the opportunity to do so, and ultimately future buyers would be made aware prior to purchase this property that it on septic

system discrediting her concerns regarding future connections. If Mr. and Mrs. Uhl would like to connect to the sewer system to fulfill their idea of property improvement they are able to do so without opposition.

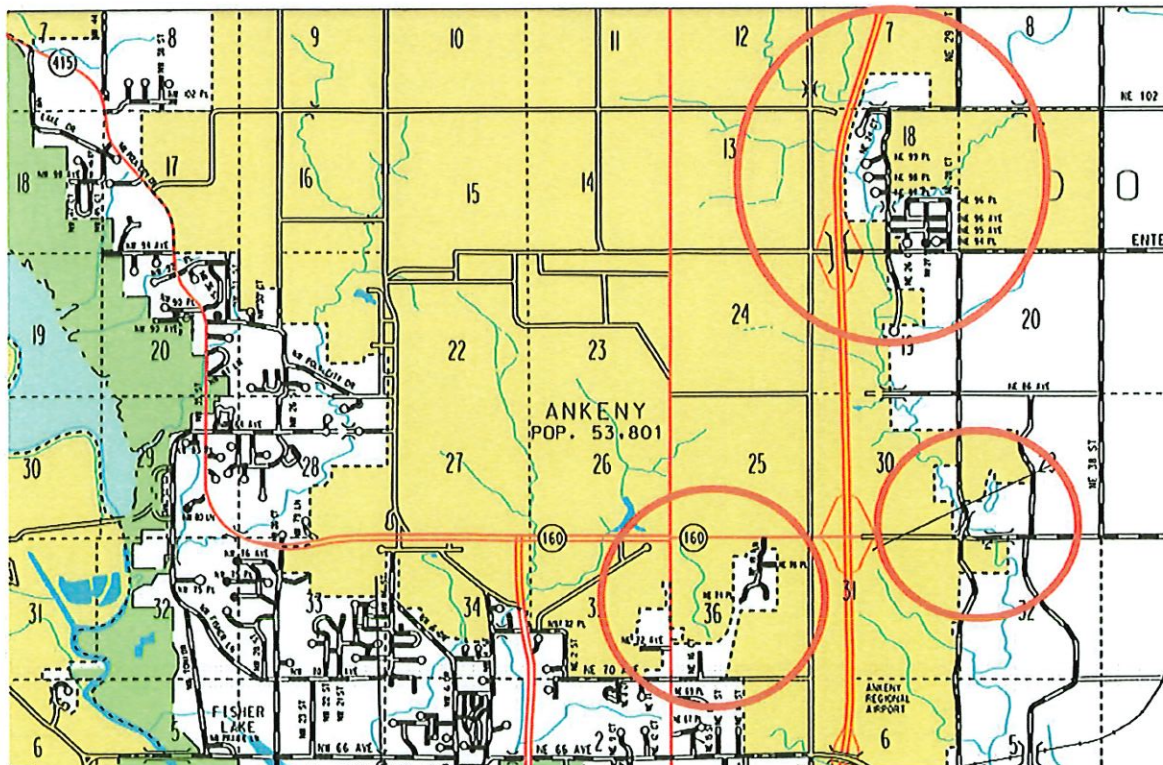
Concerns regarding confusion or delayed response from emergency personals have no merit as Ankeny emergency services already responds to this area due to a previously established agreement. The proposed benefit of city water is not applicable as we are already connected to Des Moines Water Works. The City of Ankeny reported concerns of road maintenance/snow removal, due to not having uniform boundaries. The road is currently maintained by the county and can continue to be done with cooperation from Ankeny and Polk County. There are MULTIPLE areas along the east, south and west borders of Ankeny that have "land islands." I would imagine if these "land islands" already exists within Ankeny then most if not all of these concerns or issues have been addressed before.

With the potential annexation into Ankeny, urban sprawl will continue to run rampant in our state that promotes small town living, values and atmosphere. The 80/20 annexation law will eventually ruin the values, desire, and livelihood of Iowan's who promote and seek agriculture and rural way of life.

Thank you for your time and consideration.

Respectfully,

Kevin and Emily Huss



<https://www.polkcountyiowa.gov/media/almhbgmj/polk-county-map-2020.pdf> (3-26-20)

March 8, 2022

Kelly & Katie Grove
2013 NE 126th Ave
Alleman, IA 50007

March 8, 2022

Eric Jensen
Director of Community Development
1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Email: ejensen@ankenyiowa.gov

Members of the Ankeny Planning and Zoning Commission:

We, Kelly and Katie Grove, are the owners of 2013 NE 126th Ave. We are one of the non-consenting properties being considered for involuntary annexation into the city of Ankeny. We ask for your thoughtful consideration and ultimate rejection of the proposed Hope Kimberley Annexation. We would like to take a moment to outline our feelings and concerns surrounding this matter, and appreciate your attentive consideration of these items.

LOSS OF RURAL LIVING ATMOSPHERE

When seeking a property for our family in August of 2018, we had an unwavering desire for an acreage setting outside of town. We purchased this property on account that it met all of our desires for that type of living. We have two small children, and desire for them to be raised in a country-living atmosphere with wide open space for them to play and grow. The proposed annexation and high-density development would tarnish the integrity of our property, not only for our family, but also future prospective owners. We feel that anyone seeking a multi-acre property, including ourselves, are doing so to specifically be away from densely populated suburban developments. The proposed annexation and resulting developments will bring all of the unwanted characteristics that we sought to be away from when purchasing this parcel of land. Not only will it make our property less desirable for our family, but also will result in decreased property value and property for future prospective owners.

SCHOOL DISTRICTING

We are unclear about how the current school districting would be impacted by the proposed development. We have heard we may remain in the North Polk district, which would be our preference. The smaller school was one of the strong factors that led to our purchasing of this property. Both my husband and I were raised in small Iowa towns, and attended small Iowa schools. We desire the same upbringing for our two young children. However, even if we are able to stay in the North Polk District, our fears are not eliminated. If the new development area, and possibly subsequent future expansions, would also be added to the North Polk District, this would grow the school to numbers higher than we desire for our families. With the utmost respect for the Ankeny school districts and teachers, if we wanted our kids to attend large schools, and live in a densely populated neighborhood, we would have purchased a property within the existing Ankeny city limits. That is not our desire, and we strongly object to being forced into such a situation against our will.

INCREASED TRAFFIC

Developing the proposed areas into densely constructed regions will greatly increase traffic around our property. This not only poses a safety concern for our children, but also will result in frustrations entering and exiting our property, which is located along the major trafficway for these new areas. We have concerns of safely entering and exiting our property. With no turning lanes present, stopping or slowing down in dense traffic to turn into our property causes concern in the event of other drivers being distracted and subsequently hitting our vehicle. The increase in traffic will exponentially increase that risk. Alternately, if turning lanes are added and the road is widened, it will take away a portion of our property, placing our home closer to the busy road. We would also strongly oppose this option. Not only does the increase of traffic pose safety concerns, but also increases road and vehicle noise, decreasing the appeal of our property to us and future owners.

LIGHT POLLUTION

Upon the development of the areas surrounding our property, the inevitable installation of street lights, house lights, and increased vehicle lights all shining onto our property are undesirable, again decreasing the value and pleasant country atmosphere of our property.

CITY ORDINANCES AND REGULATIONS

Annexation into Ankeny city limits will impede upon our current freedom from excessive city ordinances and regulations. We are fearful of the immeasurable costs that loom in the event of city code enforcement. We understand that the current state of our property will be grandfathered in. However, if we desire to further improve or build upon our property in the future, those regulations will make such improvements impossible. Areas of concern cited from the Annexation Petition and Agreement received April 26, 2021 are as follow:

- **Item #6 – “The Titleholder shall connect to City water at their expense for extension of the service line to serve the property...”** We object to costs incurred to connect to new city water lines. We are currently serviced by Des Moines Water Works, and have no objections or issues with their service. The requirement to incur additional expenses to connect to Ankeny city water lines feels excessive and unnecessary.
- **Item #7 – “The Titleholder shall connect to City sewer at their expense for extension of the service line to serve the property at such time as they choose or upon failure of their septic system...”** Upon purchase of a rural property, we feel it is understood by any landowner, current or future, to utilize and maintain a septic system. With proper use and maintenance, it is estimated by Building Advisor’s website that a septic system shall last 20-30 years. We do not have any qualms or concerns with our current septic system, nor do we have any concerns with future maintenance or replacement of said system. We do however, object to our loss of freedom of choice the new requirement would bring. We also have immense concerns of our property being damaged or destroyed in order for new systems to be installed.
- **Item #8 – “The City will not require the paving of driveways in existence as of May 1, 2021 and service existing structures at the time of annexation. After the effective date of the annexation, the City will require driveways to be paved to new structures intended for automobile storage (garages) in accordance with City of Ankeny Zoning regulations.** This requirement is an extremely large concern for us. We currently have over 830 linear feet of driveway. That does not even bring into consideration the square footage of that area. In the event we would like to improve upon our property in the future, the expense of paving that much surface area would immediately prohibit the sheer consideration of any such plans. This requirement alone halts any and all ability to improve upon our property in the future, and traps it into its current state!

A brief review of Ankeny City Codes also generates quality of life concerns and increased expenses in at least, but not limited to, the following sections:

- Chapter 44.05 – Sounds not allowed [*chain saws, lawn and garden equipment, snow removal equipment, dumpster lids, and off-road recreational vehicles are all part of country living*]
- Chapter 41.08 – Barbed wire and electric fences [*we currently have barbed wire fences*]
- Chapter 41.09 – Discharging weapons [*our family, as well as our neighbors' families enjoy safely and recreationally shooting rifles, shotguns, and other firearms on our property*]
- Chapter 41.10 – Throwing and shooting [*we enjoy target shooting with our bow/arrow*]
- Chapter 41.11 – Hunting and Trapping
- Chapter 55.05 - Livestock
- Chapter 56 – Dog and cat licenses required
- Chapter 75 – All -terrain vehicles and snowmobiles
- Chapter 110.05 – Open Burning Restricted [*the extensive amount of brush/tree limb debris that comes with maintaining 4+ acres requires regular safe burning*]
- Chapter 152 – Sidewalk regulations
- Chapter 166 – Trees
- Chapter 167 – Noxious weeds [*a portion of our property is un-mowed natural grasses*]

PROPOSED BENEFITS NOT APPLICABLE

In multiple correspondence documents, it has been proposed repeatedly that this annexation benefits us, the landowners, by increasing our property values as a result of city water and city sewer being brought to our property lines. We strongly disagree with these items as benefits. As previously stated, our property is already serviced by Des Moines Water Works. The perception that we are exclusively serviced by well water is inaccurate, making this proposed benefit not applicable in our case. The second proposed benefit of city sewer is also not viewed by us as a benefit, but rather a hinderance. The installation of city sewer not only tears up our properties, but also requires additional expenses. The costs reach further than the connection cost. There will inevitably be additional amounts incurred to adapt our homes to connect to this new system as well. Ultimately, we recognize no benefits to these services becoming available to us.

INCREASED TAXATION

Owning a 4+ acre property within Ankeny city limits will undoubtedly result in a large tax increase for our family. Upon review of property tax amounts on much smaller properties on the north end of the current city limits, our concerns are generated when we view properties with 0.1-0.2 acres of land and their tax rates are 50% of our current rate. With our property being 40 times larger than theirs, we pray our rates will not increase by a correlating amount! The uneasiness of such an increase is debilitating to us, and regardless of the percentage of increase, would force reallocation of funds in our family budget.

ERRADICATION OF RURAL AREAS, FARMLAND, AND SMALL TOWN IOWA

By allowing large cities, such as Ankeny, to engulf and mass-develop surrounding agricultural ground; rural properties, and small towns - at will - results in the eradication of such beloved areas. We feel there is a point at which it is the duty of the Council to say "NO" to such developers to **preserve** our characteristic "small town Iowa", rolling farmlands, and highly sought after "country living". Acceptance of this expansion sets precedence, and communicates that Ankeny has "no limits". By enveloping current Alleman and Elkhart addressed properties – those small towns will inevitably soon be eradicated, and that would be a great loss for our area and our state.

From our vantage point, the reasons abound to reject this proposed annexation. We do not feel it is right or just for our freedoms and quality of life to be hindered, our properties to be devalued, and our dreams to be eradicated all for the exorbitant financial gain of a large developer. We are all hard-working professionals who put in the hours to be able to purchase, revitalize, and maintain multi-acre properties outside of city limits. We were intentional with our purchase, and we do not take kindly to being strong-armed into losing our dreams for our family. This is extremely personal for us. We recognize you have an incredibly challenging task of trying to make everyone happy, and we very much respect and appreciate the consideration you are putting into this matter. We ask that you not take our rejections lightly, and that you thoughtfully consider each of the items outlined by both ourselves, as well as our neighbors. We deeply love our little pieces of the American dream, and we ask you to preserve them, as our properties fate's are in your hands.

Thank you kindly,

Kelly & Katie Grove



Ankeny
1802 SE Delaware #103
Ankeny, IA 50021
(515) 964-2078
(515) 453-6678 Fax
www.iowarealty.com

April 26, 2021

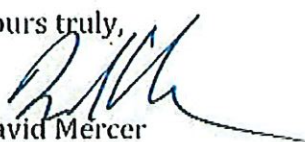
Katie and Kelly Grove
2013 NE 126th Ave.
Alleman, IA 50007

Dear Katie and Kelly:

Enclosed, please find a request from Mr. Eric Cartens, Planning Administrator for the City of Ankeny regarding the annexation process the City of Ankeny will undertake. As you can see from the email sent to us, he is asking that all property owners effected by the annexation sign the enclosed petition and agreement and return it to the city.

I sincerely hope that you do so, but if you have questions regarding, please contact Mr. Cartens or myself and we will try to answer your questions or concerns.

Yours truly,



David Mercer

Sansgaard - DRA Annexation

Eric Carstens <ECarstens@Ankenylowa.gov>

Thu 4/22/2021 4:35 PM

To: David Mercer <dmercer@iowarealty.com>; Tara Meredith [US] <taram@albaughllc.com>

Cc: 'Dean Roghair' <DeanR@cda-eng.com>; Eric Jensen <EJensen@Ankenylowa.gov>; Jake Heil <JHeil@Ankenylowa.gov>

■ 9 attachments (1 MB)

A. Abuhl.pdf; C & I Seuntjens.pdf; Haus.pdf; K & E Huss.pdf; K & K Grove.pdf; S & B Klein.pdf; Van Dyke.pdf; W & K Abuhl.pdf; W. Abuhl.pdf;

David and Tara,

Attached are annexation petitions and agreements for the acreages surrounding the larger properties already petitioned for annexation. These acreages will need to be included as part of the larger annexation and the more property owners consenting to the annexation, the smoother the annexation process should go. Please present these petitions and agreements to the adjacent property owners and ask them to sign and return to the City. We hope to begin the annexation process in the next couple of weeks.

Please let us know if you have any questions.

Thanks,

Eric Carstens, AICP | Planning Administrator

Community Development - Planning

1210 NW Prairie Ridge DR

Ankeny, IA 50023-1564

ph/fx/txt: 515-963-3559



WHEN RECORDED RETURN TO: City of Ankeny, Iowa, Attn: City Clerk, 410 W First Street, Ankeny, IA 50023

Preparer Information: Amy S. Beattie, 550 39th Street, Suite 200, Des Moines, IA 50312 (515) 274-1450

SPACE ABOVE THIS LINE FOR RECORDER

ANNEXATION PETITION AND AGREEMENT

BE IT REMEMBERED, on this _____ day of _____, that this agreement was made by and between THE CITY OF ANKENY, IOWA, herein after referred to as City, and KELLY AND KATIE GROVE herein after referred to as Titleholder of developed residential property.

Whereas, the Titleholder is the record titleholder of developed residential real property legally described as:

W 312F E 1407F N 637F N 3/4 NE 1/4 LESS RD SEC 36-81-24 (Polk County GeoParcel Number 812436226001) CONTAINING 4.240 ACRES MORE OR LESS

Whereas, the Titleholder hereby makes application for annexation of the above described real property to the City of Ankeny, with certain conditions; and

Whereas, the City will agree, by resolution, to accept the annexation of the above described real property under the following terms and conditions applicable only to developed residential property;

Now, therefore, the following is hereby agreed to by the parties:

1. The undersigned Titleholder of the above described territory, adjoining the City of Ankeny, Iowa, hereby makes application to the Mayor and City Council to assent by resolution to such property becoming a part of the City of Ankeny, Iowa.
2. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility to dedicate for public use all necessary street right-of-ways and utility easements in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

3. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility to provide for all necessary storm drainage within the subdivision plat or plat of survey in accordance with the requirements of the existing ordinances at the time of development within the City.
4. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Titleholder of said real estate.
5. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes. The Titleholder or their heirs and assigns shall abide by the terms and conditions of said ordinances as a condition to the requested annexation.
6. The Titleholder shall connect to City water at their expense for extension of the service line to serve the property, at such time as they choose or upon failure of their well, if applicable, whichever shall first occur, unless otherwise required by Polk County Health Ordinances. Titleholder's well shall be deemed to have failed when it no longer provides safe potable water for human consumption. In all events, said water main must be within one hundred feet (100') of Titleholder's parcel boundary before connection shall be required. At the time of the connection the Titleholder shall apply for a City of Ankeny plumbing permit. Additionally the Titleholder shall pay the normal City water tap fee due and pay for a water meter with the plumbing permit. Any established water connection fees or special water main assessments shall not be charged to the Titleholder.

The City agrees that that if the Titleholder should connect to the City Water System for domestic water consumption that the Titleholder may continue to use their private well, if applicable, for lawn irrigation, to fill an outdoor pool, or for other purposes other than for human consumption unless otherwise prohibited by Polk County Health Ordinances or until the well is deemed to no longer provide safe water for these purposes.

7. The Titleholder shall connect to City sanitary sewer at their expense for extension of the service line to serve the property at such time as they choose or upon failure of their septic system, whichever shall first occur, unless sooner required by Polk County Health Ordinances; provided that in all events said sewer line must be within three hundred feet (300') of Titleholder's parcel boundary before connection shall be required. At the time of the connection the Titleholder shall apply for a City of Ankeny plumbing permit. Additionally the Titleholder shall pay the normal City sewer tap fee with the plumbing permit. Any established sanitary sewer connection fees or special sanitary sewer assessments shall not be charged to the Titleholder.
8. The City will not require the paving of driveways in existence as of May 1, 2021 and serving existing structures at the time of the annexation. After the effective date of the annexation, the City will require driveways to be paved to new structures intended for automobile storage (garages) in accordance with City of Ankeny Zoning regulations.

9. The City zoning and nuisance requirements will go into affect upon annexation. The City agrees that existing uses and structures would be classified as legal conforming or legal non-conforming depending on their configuration, operation and treatment in the current City codes.

This Agreement shall run with the real property and shall be binding upon the Titleholder and their successors, heirs and assigns.

In witness whereof, the City of Ankeny has caused this Agreement to be duly executed in its name and on behalf by its Mayor and its seal to be hereunto duly fixed and attested by its City Clerk. The Titleholder(s) have caused this Agreement to be executed by its authorized representative.

DATED at Ankeny, Iowa, this _____ day of _____, 2021.

TITLEHOLDER:

CITY OF ANKENY, IOWA

By:

Kelly Grove

Gary Lorenz, Mayor

ATTEST:

By:

Katie Grove

Denise L. Hoy, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared GARY LORENZ and DENISE L. HOY, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the _____ day of _____, 2021, and the said GARY LORENZ and DENISE L. HOY acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On this _____ day of _____, 2021, before me, a Notary Public in and for Polk County, personally appeared Kelly Grove, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On this _____ day of _____, 2021, before me, a Notary Public in and for Polk County, personally appeared Katie Grove, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for the State of Iowa

NOTICE TO PROPERTY OWNERS

Notice is hereby given that the City Council of the City of Ankeny, Iowa intends to construct major sanitary sewer facilities in specified areas throughout the City, and has caused to be placed on file for public inspection in the office of the City Clerk a proposed connection fee ordinance establishing the Fourmile Creek Trunk Sewer Connection District 2, pursuant to which ordinance a connection fee would be imposed upon the owners of properties within said District who make application to connect their properties to the sanitary sewer utility of the City.

The City Council will meet at 5:30 P.M. on the 3rd day of May, 2021, at the Ankeny Kirkendall Public Library - City Council Chambers, 1250 SW District Drive, Ankeny, at which time a public hearing will be held on the proposed connection fee ordinance.

Interested persons can join the meeting electronically by the following methods:

Join from PC, Mac, Linux, iOS or Android: <https://meetings.ringcentral.com/j/1481631711>
For the best audio experience, please use computer audio.

Or iPhone one-tap :

US +1(720)9027700,,1481631711# (US Central)

Or Telephone:

US: +1(720)9027700 (US Central) Meeting ID: 148 163 1711

There will be a limited number of seats available to attend the meeting to those who register with the City Clerk by emailing dhoy@ankenyiowa.gov or by calling 515-965-6405 before 3 PM the day of the meeting. All comments submitted no later than 3:00 P.M. the day of the meeting shall be made part of the hearing.

The owners of properties within the proposed Sewer Connection Fee District or any other person having an interest in said matter, may appear and be heard for or against the boundaries of the proposed Sewer Connection Fee District, or the proposed connection fees. A property owner will be deemed to have waived all objections unless at the time of the hearing the property owner has filed objections with the City Clerk.

Description of Improvements Constructed

The improvements are known as the "Fourmile Creek Trunk Sewer Extension" (hereinafter referred to as the "Project") and consist generally of the following:

Installing an estimated 4,025 lineal feet of trunk sewer with a diameter ranging from 15-inches to 18-inches.

General Description of Sewer Connection Fee Districts

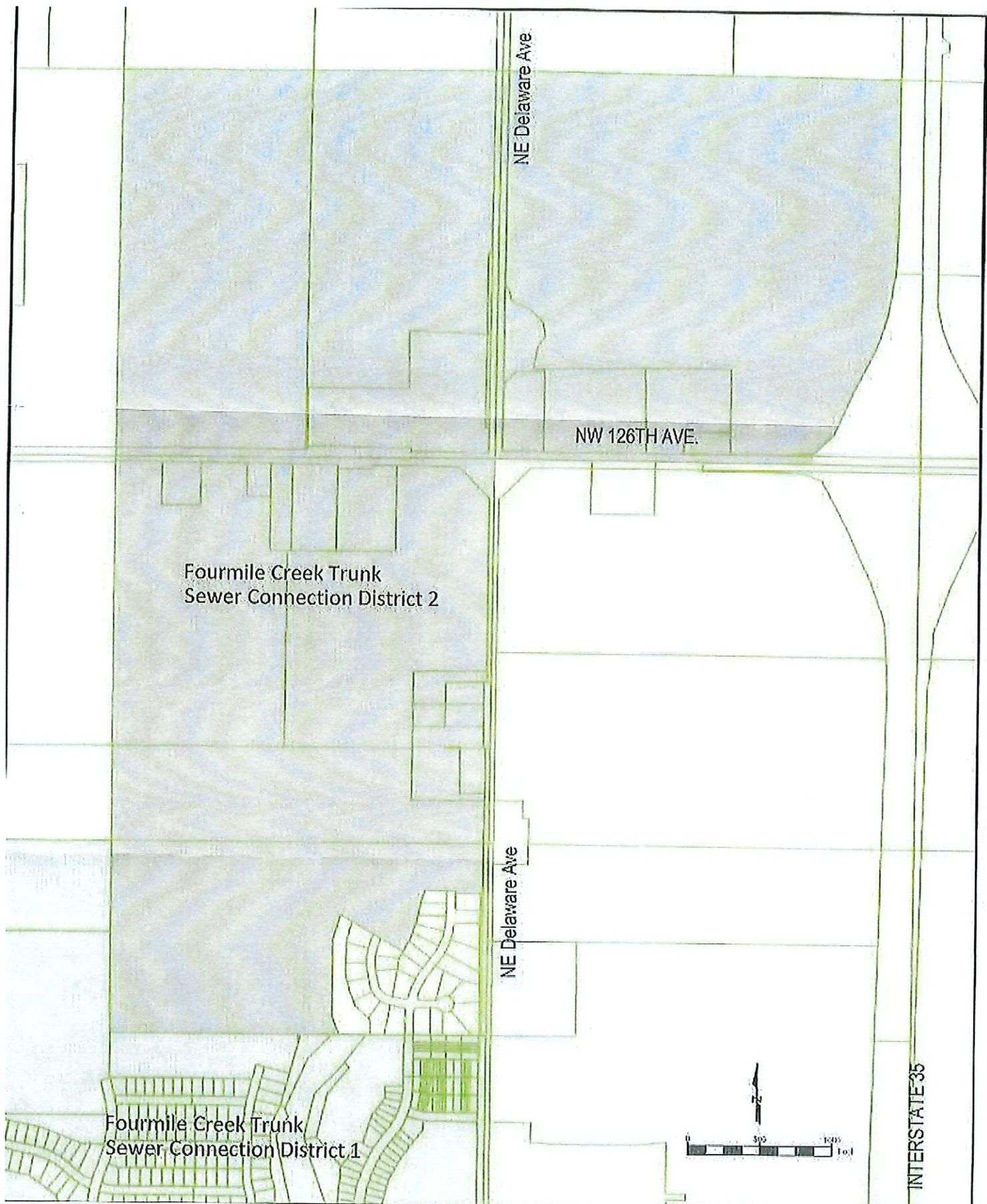
A copy of the proposed ordinance establishing the Fourmile Creek Trunk Sewer Connection District 2 outlining the connection fee for the Connection Fee District has been

This notice is given by authority of the Council of the City of Ankeny, Iowa as provided in Section 384.38(3) of the Code of Iowa, 2019, as amended.

Dated this 5th day of April, 2021.

City Clerk

To be published in the Des Moines Register on April 9, 2021.



Four Mile Sanitary Sewer Connection District 2 Area

My sisters and I were approached by Randy Shima that there was a proposal stating that Ankeny wanted to annex our land. He sent us the papers which stated that it was an 80/20 proposal and if 80% or more of the land owners were for the annexation it would pass.

After consideration, we signed and notarized the documents for annexation and continue to be for this proposal.

Kathie Olenius (Curt Olenius)

Dennis Jones (Peggy Jones)

RECEIVED

By Brenda Fuglsang at 10:31 am, Apr 07, 2022

My husband & I are certainly
for Ankeny to annex our property.
The papers have been signed
& notarized

Thank you for your
consideration

Wayne & Karen Tweed
15498 NE 22nd St.
Harley, IA 50124

RECEIVED

APR 15 2022

CITY OF ANKENY

April 15, 2022

Ankeny City Council
Office of the City Clerk
410 W. First Street
Ankeny, Iowa 50023

Dear councilors,

We write in objection to the annexation to the northeast quadrant of Ankeny as requested by Hope Kimberly LLC.

We reside in a corridor adjacent to the area applying for voluntary annexation. We are residents and property owners at 2180 NE 134th Avenue located at the corner of 134th Avenue and 22nd Street. We have lived here since 22nd Street and 134th Avenue were gravel roads.

We know that most of this area will someday be urbanized; we would rather be annexed to become part of Alleman than Ankeny.

Developers often list the array of wonderful advantages to urbanization without detailing the negative outcomes. We do not wish to be surrounded by housing areas that are as ugly as those currently being erected in North Ankeny. Based on past construction decisions, there appears to be no concern for aesthetics.

Activities that follow annexation, from our perspective, would lower our quality of our life rather than increase it. We're not in an area that needs sidewalks to our neighbor's house, nor is there a need for streetlights with the current building and yard lights, and lights from automobiles and machinery. We have excellent power service from Consumer's Energy and are satisfied with the supply and service we have with the rural water system. Septic systems continue to be appropriate. Adding a new sewer system will add a high-cost maintenance system.

Noise pollution that comes from increased population and traffic is a concern for us. It is not only the noise level but also the constancy of the noise. We enjoy the sounds of the quiet countryside; although we have learned to live with the background noise of the interstate.

We choose to not give up our privacy, and we know that annexation will decrease our rights as property owners. No longer would we be able to make our own decisions about land use or activities that take place on our land. We are opposed to living under a whole new bevy of regulations.

We are thankful that we are given the opportunity to express these concerns. Please make this decision with great care. Good farm land that is covered with concrete will never again serve to help feed the world.

Respectfully,

The block contains two handwritten signatures in black ink. The first signature, 'Don', is written in a cursive style. The second signature, 'Nancy', is also in cursive and is slightly larger and more stylized than the first.

Don and Nancy Miller
2180 NE 134th Avenue
Alleman, Iowa 50007
515/964-8669

Notices mailed by certified mail to:

POLK COUNTY BOARD OF SUPERVISORS
COUNTY ADMINISTRATION BUILDING
111 COURT AVENUE
DES MOINES, IA 50309

JAMES CHARLES FAUSCH, TRUSTEE
LINCOLN TOWNSHIP
RR 1 BOX 56
ALLEMAN, IA 50007

STEVEN LEE, TRUSTEE
LINCOLN TOWNSHIP
4637 NW 118TH AVE
POLK CITY, IA 50226

TOM OWEN, TRUSTEE
ELKHART TOWNSHIP
14392 NE 46TH ST
ELKHART, IA 50073

KRISTI STEIL, TRUSTEE
ELKHART TOWNSHIP
1213 NE 66TH ST
BOUNDURANT, IA 50035

LYNDA LEHMAN, CLERK
LINCOLN TOWNSHIP
15201 NW 16TH ST
SLATER, IA 50244

WAYNE REINHART, TRUSTEE
LINCOLN TOWNSHIP
12465 NE 6TH ST
ALLEMAN, IA 50007

MARY JO WARD, CLERK
ELKHART TOWNSHIP
12167 NE 56TH ST
ELKHART, IA 50073

KENNETH HOWARD, TRUSTEE
ELKHART TOWNSHIP
4030 NE 150TH AVE
CAMBRIDGE, IA 50046

Notices mailed by regular mail to:

BRET VANDELUNE
LAND USE PLANNING MANAGER
POLK COUNTY
5885 NE 14TH STREET
DES MOINES, IA 50313

MICHAEL KLINE, SUPERINTENDENT
NORTH POLK COMMUNITY SCHOOL
DISTRICT
13930 NE 6TH ST
ALLEMAN, IA 50007

DR. ERICK PRUITT, SUPERINTENDENT
ANKENY COMMUNITY SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
306 SW SCHOOL ST

Meeting Date: MARCH 2, 2022 – 10:00 AM

Meeting Location: ANKENY PUBLIC SERVICES BUILDING, MEETING ROOM C
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IA 50023

Attendance: ERIC CARSTENS, PLANNING ADMINISTRATOR, COMMUNITY DEVELOPMENT
JAKE HEIL, ASSOCIATE PLANNER, COMMUNITY DEVELOPMENT

Written comments received: *None received*



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Proposed Renewal of the Office Development Incentive Policy

EXECUTIVE SUMMARY:

Ankeny's Office Development Incentive Policy was first approved in July 2019 as a way to encourage development of office space in Ankeny that will create high quality jobs that support regional, national, and/or international business operations. Shortly after its approval, the pandemic crippled the market for new office development; therefore, no companies have used this program. This policy is set to expire on July 15, 2022.

After careful review of the existing policy by staff and the City's Economic Development Council, staff is proposing the existing policy be renewed for three additional years. The only change proposed is an increase to the area median laborshed wage rate from \$30.34+/hour to \$32.11+/hour. The policy, as originally drafted and presented here, is still relevant for our market today and the goals of the policy continue to align with the strategic goals of the City Council. The proposed new expiration date is June 6, 2025.

FISCAL IMPACT: **Yes**

Approval of the policy has no financial impacts. Projects approved under the policy will have financial impacts and will be presented individually to the Council for consideration. At that time, a detailed financial analysis will be completed for each project.

CITY MANAGER'S RECOMMENDATIONS:

To approve the policy as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Original policy approved July 15, 2019

PUBLIC OUTREACH EFFORTS:

There was significant public engagement prior to the current policy being adopted. The current policy was reviewed and approved by the City's Economic Development Council at its most recent meeting.

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION approving an Office Development Incentive Policy in the City of Ankeny, Iowa.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Office Incentive Policy Renewal
 Office Incentive Reso

Office Development Incentive Policy

City of Ankeny, Iowa

The purpose of Ankeny's Office Development Policy is to encourage development of office space in Ankeny that will create high quality jobs that support regional, national, and/or international business operations. This policy is intended to reduce developer risk while demonstrating to the market that the office market in Ankeny will support private capital investment in first class office space. Eligible office developments shall meet the following requirements to qualify for Office Development Incentive Policy incentives:

1. *Physical Requirements*

- a. Minimum of two (2) story, stand alone, office building, with associated parking and site improvements. Office may include ancillary uses within the building to support the office use
- b. Minimum of 40,000 square feet of office space, which may include laboratory space
- c. Must be considered Class A office space – the highest quality office buildings in our market, as determined by a staff committee
- d. Must be located in an area zoned for office uses
- e. A minimum of 30% of the exterior shall consist of glass

2. *Job Creation Requirements*

- a. Occupants shall create a minimum of five (5) net new jobs
- b. Qualifying positions shall pay no less than 120% of the most current area median laborshed wage rate, which is currently \$32.11/hour
- c. Businesses will have 36 months following the issuance of a certificate of occupancy to create qualifying new positions, these positions shall be maintained for an additional two (2) years

3. *End User Requirements*

- a. Occupants shall be new businesses to Ankeny or an additional location for an existing Ankeny business. If an existing Ankeny business is expanding, total occupied square footage of office space must be 15% or greater than previously occupied office square footage
- b. Occupants relocating within Ankeny shall provide documentation that they are unable to expand at their current location or demonstrate a hardship related to expanding at their current location

4. *Incentives*

- a. Qualifying projects shall be eligible to receive 100% TIF rebates for the first five (5) years
- b. Standard clawback provisions, as outlined in the Local Business Investment Policy, shall apply during the first five (5) years for the total number of new jobs pledged

- c. Qualifying projects meeting job creation requirements within 36 months of receiving a Certificate of Occupancy, and maintaining no less than five (5) qualifying positions at year five, will qualify for an additional five years sliding scale TIF rebates under the following schedule:
 - Year 6 – 90%
 - Year 7 – 80%
 - Year 8 – 70%
 - Year 9 – 60%
 - Year 10 – 50%
- d. Rebate payments shall be reduced (over the entire 10 year term) pro-rata based on square footage for any business occupying the property as a result of relocating within Ankeny and decreasing or maintaining the same square footage they previously occupied Ankeny

5. Limits

- a. This policy expires 36 months after approval by the City Council
- b. Any relocation within the Greater Des Moines Metro shall follow guidelines outlined in the Regional Fair Play Agreement or shall provide a sign off letter from their current community to be eligible for incentives if their current community is not a part of the Regional Fair Play Agreement.

RESOLUTION #2022-XXX

A RESOLUTION RENEWING THE OFFICE DEVELOPMENT INCENTIVE POLICY IN THE CITY OF ANKENY, IOWA

WHEREAS, the City Council has a long history of financially supporting significant capital investment projects and job creation in Ankeny by providing business owners and developers reasonable financial incentives; and

WHEREAS, the City Council would like to encourage additional high quality job growth in Ankeny by providing specific incentives for large office developments; and

WHEREAS, office development incentives will help mitigate financial risk to businesses and developers developing office buildings in Ankeny and create new employment opportunities for current and future residents; and

WHEREAS, office development incentives from the City to businesses and developers that invest in office buildings and new employment opportunities will help attract and retain businesses seeking Class A office space in Ankeny; and

WHEREAS, the City Council adopted Resolution 2019–303 on July 15, 2019 which established the Office Development Incentive Policy in the City of Ankeny, Iowa and which made financial incentives available through July 15, 2022; and

WHEREAS, the City Council of the City of Ankeny wishes to renew the adopted policy providing financial assistance to businesses that create new jobs and make significant investments in Class A office space in Ankeny for a period of 36 months, or until June 6, 2025;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby approves the Office Development Incentive Policy to provide financial incentives for office development projects and authorizes City staff to administer the Office Development Incentive Policy for three years, or until it is amended or repealed by the City Council.

PASSED AND APPROVED on the 6th day of June, 2022

Mark E. Holm, Mayor

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Bellagio Park Improvements (PH 2022-52)

EXECUTIVE SUMMARY:
The Bellagio Park Improvements project includes grading, utilities, installation of PCC paving, and permanent seeding.

Other associated improvements include subgrade preparation, subdrain, water service, drinking fountain installation, pea gravel, PCC playground maintenance edge, PCC basketball court, open shelter structure, erosion control, temporary traffic control, pavement markings, basketball hoop installation and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, May 31, 2022. Three (3) bids were received as

follows:

1. Howrey Construction Inc \$296,850.00
2. Caliber Concrete LLC \$298,180.00
3. Shekar Engineering \$307,374.90

The Engineer's Estimate for the project was \$288,175.00. The low bid was approximately 3% above the estimate. Parks & Recreation staff reviewed the bid results both internally and with the project's engineering consultant. It is recommended that the project be awarded to Howrey Construction from Rockwell City, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no later than June 27, 2022 and shall fully complete the overall project by November 18, 2022.

FISCAL IMPACT: Yes

This project is included in the current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost (\$ 288,175.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the Bellagio Park Development project.
3. Receive and file the report of bids received on May 31, 2022.
4. Approve Resolution, making award of construction contract to Howrey Construction LLC, of Rockwell City, Iowa.
5. Approve Resolution, approving contract and bonds with Howrey Construction LLC in the amount of \$ 296,850.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

May 2, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as May 31, 2022, and setting the public hearing date as June 6, 2022.

PUBLIC OUTREACH EFFORTS:

A project information letter was sent to adjacent property owners and residents on inviting them to a neighboring meeting on March 3, 2022 where they were able to provide input and select the park's playground components.

ACTION REQUESTED:

Action: Consider motion to adopt 1) **RESOLUTION**
adopting plans, specifications, form of contract and estimate of cost \$288,175.00; 2)
receive and file report of bids received May 31, 2022; 3) adopt
RESOLUTIONmaking award of construction contract with Howrey
Construction in the amount of \$296,850.00; and 4) adopt
RESOLUTIONapproving contract and bonds with Howrey
Construction in the amount of \$296,850.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE BELLAGIO PARK IMPROVEMENTS", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE BELLAGIO PARK IMPROVEMENTS

WHEREAS, on the 2nd day of May, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Bellagio Park Improvements; and

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

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

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

PASSED AND APPROVED this 6th day of June, 2022.

Mayor

ATTEST:

City Clerk



BID LETTING

10:30 A.M.

MAY 31, 2022

BELLAGIO PARK IMPROVEMENTS

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

Nick Lenox, Parks & Recreation Director

Project Estimate of Cost \$ 288,175~

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) _____	<u>Shekar Engineering P.L.C.</u> <u>2000 MLK Pkwy #200</u> <u>Des Moines IA 50310</u>	<u>307,375.10</u>	_____
2) _____	<u>Howrey Construction</u> <u>316 Austin Street</u> <u>Rockwell City IA 50579</u>	<u>296,825~</u>	_____
3) _____	<u>Caliber Concrete LLC</u> <u>309 Audubon St</u> <u>Adair IA 50002</u>	<u>298,180~</u>	_____
4) _____	_____	_____	_____
5) _____	_____	_____	_____
6) _____	_____	_____	_____

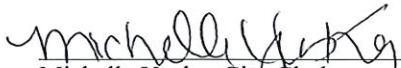
*Apparent Low Bidder

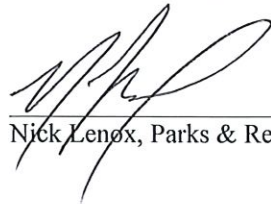
Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____
13) _____	_____ _____ _____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of June 6, 2022 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Nick Lenox, Parks & Recreation Director

TABULATION OF BIDS

Bellagio Park Improvements
City of Ankeny - Parks & Recreation
May 31, 2022, 10:00 am

ITEM	DESCRIPTION	UNIT	QTY	ENGINEER'S ESTIMATE		1 HOWREY CONSTRUCTION INC		2 CALIBER CONCRETE LLC		3 SHEKAR ENGINEERING PLC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	GENERAL PROVISIONS										
1.1	Mobilization / Construction Fence	LS	1	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$27,250.00	\$27,250.00	\$9,000.00	\$9,000.00
	EARTHWORK										
2.1	Grading	LS	1	\$17,000.00	\$17,000.00	\$26,000.00	\$26,000.00	\$47,350.00	\$47,350.00	\$27,500.00	\$27,500.00
2.2	Pea Gravel Subbase, 6" depth	TN	150	\$100.00	\$15,000.00	\$60.00	\$9,000.00	\$50.00	\$7,500.00	\$59.95	\$8,992.50
2.3	Rip Rap	TN	100	\$75.00	\$7,500.00	\$110.00	\$11,000.00	\$75.00	\$7,500.00	\$71.50	\$7,150.00
	STORM SEWER										
3.1	4" Subdrain	LF	135	\$15.00	\$2,025.00	\$75.00	\$10,125.00	\$30.00	\$4,050.00	\$19.25	\$2,598.75
3.2	10" CMP Pipe	LF	50	\$50.00	\$2,500.00	\$95.00	\$4,750.00	\$50.00	\$2,500.00	\$106.85	\$5,342.50 *
3.3	Outlet Protection	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$55.00	\$55.00
	WATER SERVICE										
4.1	1" Water Line	LF	350	\$35.00	\$12,250.00	\$25.00	\$8,750.00	\$42.00	\$14,700.00	\$71.50	\$25,025.00
4.2	Curb Stop	LS	1	\$2,000.00	\$2,000.00	\$3,150.00	\$3,150.00	\$1,000.00	\$1,000.00	\$550.00	\$550.00
4.3	Drinking Fountain - Installation Only	LS	1	\$2,500.00	\$2,500.00	\$2,650.00	\$2,650.00 *	\$3,000.00	\$3,000.00	\$2,750.00	\$2,750.00
4.4	Irrigation Pit w/ 1" Isolation Valve and Blowoff	LS	1	\$3,000.00	\$3,000.00	\$6,825.00	\$6,825.00	\$1,200.00	\$1,200.00	\$3,850.00	\$3,850.00
	SITE ITEMS										
5.1	20' x 20' Open Shelter & Footings	LS	1	\$35,000.00	\$35,000.00	\$12,500.00	\$12,500.00	\$40,025.00	\$40,025.00	\$18,376.15	\$18,376.15
	PAVEMENT										
6.1	5" depth PCC Sidewalk	SF	12950	\$8.00	\$103,600.00	\$6.50	\$84,175.00	\$4.40	\$56,980.00	\$8.80	\$113,960.00
6.2	5" depth PCC Basketball Court	SF	4200	\$8.00	\$33,600.00	\$5.50	\$23,100.00	\$7.00	\$29,400.00	\$8.05	\$33,810.00
6.3	PCC Maintenance Curb for Playground	LF	260	\$20.00	\$5,200.00	\$85.00	\$22,100.00	\$100.00	\$26,000.00	\$69.00	\$17,940.00
6.4	Basketball Goal Footing and Installation of Hoop	EA	2	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00	\$2,500.00	\$5,000.00	\$2,875.00	\$5,750.00
	SURFACE RESTORATION										
7.1	Standard Seed Mix	LS	1	\$3,500.00	\$3,500.00	\$11,825.00	\$11,825.00	\$6,875.00	\$6,875.00	\$11,500.00	\$11,500.00
7.2	Prairie Seed Mix	LS	1	\$8,000.00	\$8,000.00	\$7,900.00	\$7,900.00	\$4,650.00	\$4,650.00	\$8,625.00	\$8,625.00
7.3	Erosion Control	LS	1	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$12,700.00	\$12,700.00	\$4,600.00	\$4,600.00
TOTAL BASE BID:					\$288,175.00		\$296,850.00 *		\$298,180.00		\$307,374.90 *
BID SECURITY:							10%		10%		10%

Notes

* Total Price and Total Base Bid Amounts adjusted based on Unit Price and Quantity.

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

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE BELLAGIO PARK IMPROVEMENTS

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Bellagio Park Improvements, described in the plans and specifications heretofore adopted by this Council on June 6, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Howrey Construction, LLC of Rockwell City, Iowa

Amount of bid: \$296,850.00

Portion of project: All construction work

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

PASSED AND APPROVED this 6th day of June, 2022.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE BELLAGIO PARK IMPROVEMENTS", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

**RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE BELLAGIO PARK IMPROVEMENTS**

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Bellagio Park Improvements, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	<u>Howrey Construction, LLC</u>	of	<u>Rockwell City, Iowa</u>
Amount of bid:	<u>\$296,850.00</u>		
Bond surety:	_____		
Date of bond:	_____		
Portion of project:	<u>All construction work</u>		

PASSED AND APPROVED this 6th day of June, 2022.

Mayor

ATTEST:

City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 6th day of June, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Howrey Construction, Inc., 316 Austin Street, Rockwell City, IA 50579, hereinafter called the "Contractor."

WITNESSETH:

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

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

BELLAGIO PARK IMPROVEMENTS

Project improvements include grading, utilities, installation of PCC paving, and permanent seeding.

Other associated improvements include subgrade preparation, subdrain, water service, drinking fountain installation, pea gravel, PCC playground maintenance edge, PCC basketball court, open shelter structure, erosion control, temporary traffic control, pavement markings, basketball hoop installation 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 Two Hundred and Ninety-six Thousand, Eight Hundred and Fifty DOLLARS (\$296,850.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the project no later than **November 18, 2022**. Fully complete shall be defined as work completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

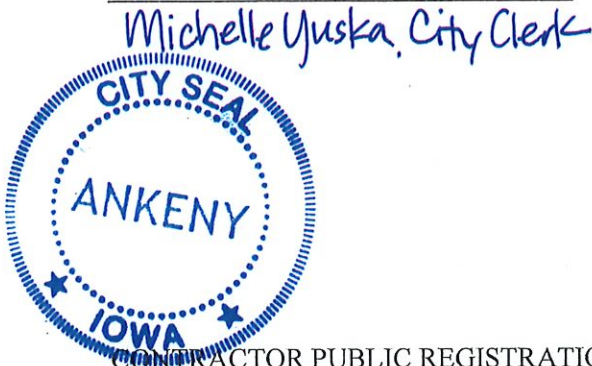
IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

By: Mark E. Holm, Mayor

(Seal)

ATTEST:



CONTRACTOR:

Howrey Construction, Inc.

Contractor

By: [Signature]

Signature

President

Title

316 Austin Street

Street Address

Rockwell City, IA 50579

City, State, Zip Code

712-297-8182

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 9 1 1 - 9 5 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:

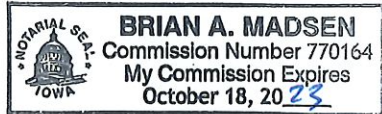
1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGEMENT

State of Iowa)
) SS
Polk County)

On this 1 day of June, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lucas Howrey and _____, to me known, who, being by me duly sworn, did say that they are the President, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Lucas Howrey 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 Iowa
My commission expires October 18, 2023



PARTNERSHIP ACKNOWLEDGEMENT

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 ACKNOWLEDGEMENT

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 ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	GENERAL PROVISIONS				
1.1	Mobilization / Construction Fence	LS	1	\$40,000.00	\$40,000.00
	EARTHWORK				
2.1	Grading	LS	1	\$26,000.00	\$26,000.00
2.2	Pea Gravel Subbase, 6" Depth	TN	150	\$60.00	\$9,000.00
2.3	Rip Rap	TN	100	\$110.00	\$11,000.00
	STORM SEWER				
3.1	4" Subdrain	LF	135	\$75.00	\$10,125.00
3.2	10" CMP Pipe	LF	50	\$95.00	\$4,750.00
3.3	Outlet Protection	LS	1	\$1,000.00	\$1,000.00
	WATER SERVICE				
4.1	1" Water Line	LF	350	\$25.00	\$8,750.00
4.2	Curb Stop	LS	1	\$3,150.00	\$3,150.00
4.3	Drinking Fountain Installation	LS	1	\$2,650.00	\$2,650.00
4.4	Irrigation Pit W/ 1" Isolation Valve and Blowoff	LS	1	\$6,825.00	\$6,825.00
	SITE ITEMS				
5.1	20' x 20' Open Shelter & Footings	LS	1	\$12,500.00	\$12,500.00
	PAVEMENT				
6.1	5" Depth PCC Sidewalk	SF	12,950	\$6.50	\$84,175.00
6.2	5" Depth PCC Basketball Court	SF	4,200	\$5.50	\$23,100.00
6.3	PCC Maintenance Curb for Playground	LF	260	\$85.00	\$22,100.00
6.4	Basketball Goal Footing & Installation of Hoop	EA	2	\$3,500.00	\$7,000.00
	SURFACE RESTORATION				
7.1	Standard Seed Mix	LS	1	\$11,825.00	\$11,825.00
7.2	Prairie Seed Mix	LS	1	\$7,900.00	\$7,900.00
7.3	Erosion Control	LS	1	\$5,000.00	\$5,000.00

TOTAL CONTRACT AMOUNT = \$296,850.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Howrey Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), 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 Two Hundred and Ninety-six Thousand, Eight Hundred and Fifty DOLLARS (\$296,850.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 6th day of June, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

BELLAGIO PARK IMPROVEMENTS

Project improvements include grading, utilities, installation of PCC paving, and permanent seeding.

Other associated improvements include subgrade preparation, subdrain, water service, drinking fountain installation, pea gravel, PCC playground maintenance edge, PCC basketball court, open shelter structure, erosion control, temporary traffic control, pavement markings, basketball hoop installation and miscellaneous associated work necessary to complete the project.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 6th day of June, 20 22.

Surety Countersigned By:


Signature of Agent

Joseph I. Schmit
Printed Name of Agent

AssuredPartners Great Plains, LLC

Company Name

4200 University Ave., Ste. 200

Company Address

West Des Moines, Iowa 50266

City, State, Zip Code

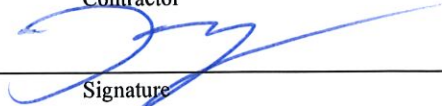
(515) 244-0166

Company Telephone Number

PRINCIPAL:

Howrey Construction, Inc.

Contractor

By: 

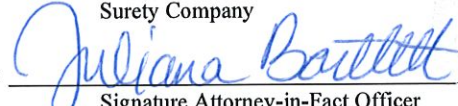
Signature

PRESIDENT
Title

SURETY:

Merchants Bonding Company (Mutual)

Surety Company

By: 

Signature Attorney-in-Fact Officer

Juliana Bartlett, Attorney-in-Fact

Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains, LLC

Company Name

4200 University Ave., Ste. 200

Company Address

West Des Moines, Iowa 50266

City, State, Zip Code

(515) 244-0166

Company Telephone Number

NOTE:

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Brandon Horbach; Courtney Gordon; Daniel M Molyneaux; Greg T LaMair; Heidi Cornelison; Jeffrey R Baker; Joseph I Schmit; Juliana Bartlett; Karen S Hartson; Laura J Adams; Lori S Burroughs; Pamela K Mattison; Patrick K Duff; Stacey Rensberger

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 6th day of April, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of June, 2022.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2022

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 AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945		CONTACT NAME: Brenda Trogon PHONE (A/C, No, Ext): 515-237-0169 FAX (A/C, No): 515-237-0169 E-MAIL ADDRESS: Brenda.Trogon@assuredpartners.com	
INSURED Howrey Construction, Inc. 316 Austin Street Rockwell City IA 50579		INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic States Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
HOWRCON-01		NAIC # 22586	

COVERAGES**CERTIFICATE NUMBER:** 761399956**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y		CPA9459866	11/28/2021	11/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAA9459866	11/28/2021	11/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CWA9459866	11/28/2021	11/28/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1000034988	11/28/2021	11/28/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Project: Bellagio Park Improvements

The City of Ankeny is an Additional Insured - Owners, Lessees or Contractors - Primary and Non-Contributory - Ongoing Operations as required by written contract or agreement with respects to the General Liability policy per form CGD2033 (05/15)

The City of Ankeny is an Additional Insured - Owners, Lessees or Contractors - Including Products -Completed Operations - primary and non-contributory when required in a written contract or agreement with respects to the General Liability policy per form CGD9036 (01/19)

See Attached...

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 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Rock Creek Greenway Trail Improvements (PH 2022-53)

EXECUTIVE SUMMARY:
The Rock Creek Greenway Trail Improvements project includes all materials, equipment, transportation, labor and coordination needed to complete the work associated with constructing a PCC trail. Improvements include demolition, grading and storm sewer pipe install, PCC trail, surface restoration, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, May 31, 2022. Eight (8) bids were received as follows:

1. Brothers Cleaning Corporation \$112,905.00
2. Howrey Construction Inc \$122,124.00

3. Caliber Concrete LLC \$126,929.20
4. Jasper Construction Services \$133,998.00
5. Shekar Engineering \$138,048.60
6. Berkey Homebuilders Inc \$139,624.80
7. TK Concrete \$150,401.00
8. Wenthold Excavating LLC \$179,457.00

The Engineer's Estimate for the project was \$125,294.00. The low bid was approximately 11% below the estimate. Parks & Recreation staff reviewed the bid results both internally and with the project's engineering consultant. It is recommended that the project be awarded to Brothers Cleaning Corporation from Des Moines, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no later than June 27, 2022 and shall fully complete the overall project by November 18, 2022.

FISCAL IMPACT: Yes

This project is included in the current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost (\$125,294.00).
 2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the Bellagio Park Development project.
 3. Receive and file the report of bids received on May 31, 2022.
 4. Approve Resolution, making award of construction contract to Brothers Cleaning Corporation, of Des Moines, Iowa.
 5. Approve Resolution at the June 20 council meeting, as did not receive contract/bond before the deadline. Approving contract and bonds with Brothers Cleaning Corporation in the amount of \$112,905.00 will take place at the June 20, 2022 meeting.
-

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

May 2, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as May 31, 2022, and setting the public hearing date as June 6, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) **RESOLUTION**
adopting plans, specifications, form of contract and estimate of cost \$125,294.00; 2)
receive and file report of bids received May 31, 2022; 3) adopt
RESOLUTIONmaking award of construction contract with Brothers
Cleaning Corporation in the amount of \$112,905.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 RES - plans, specs
 Bid Sheet
 Bid Tab
 RES - making award
 Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE ROCK CREEK GREENWAY TRAIL IMPROVEMENTS", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE ROCK CREEK GREENWAY TRAIL IMPROVEMENTS

WHEREAS, on the 2nd day of May, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Rock Creek Greenway Trail Improvements; and

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

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

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

PASSED AND APPROVED this 6th day of June, 2022.

Mayor

ATTEST:

City Clerk



REC'D & FILED
BY CITY COUNCIL

6-6-22

BID LETTING

10:30 A.M.

MAY 31, 2022

ROCK CREEK GREENWAY TRAIL IMPROVEMENTS

The purpose of this meeting is to receive, open and tabulate bids for construction of the Rock Creek Greenway Trail Improvements project in accordance with the Plans and Specifications prepared by Snyder & Associates.

Nick Lenox, Parks & Recreation Director

Project Estimate of Cost \$ 125,294⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) _____	Jasper Construction Services, Inc. 928 N 19th Ave E Newton IA 50208	133,998 ⁻	_____
* 2) _____	Brothers Cleaning Corporation 4000 Colfax Ave Des Moines IA 50317	113,705 ⁻	_____
3) _____	Shekar Engineering P.L.C. 2000 MLK Jr Hwy #200 Des Moines IA 50310	138,048 ⁶⁰	_____
4) _____	Concrete Professionals PO Box 7 Attna IA 50009	139,624 ⁸⁰	_____
5) _____	Howrey Construction Inc 316 Austin Street Rockwell City IA 50579	122,124 ⁻	_____
6) _____	Caliber Concrete LLC 309 Audubon St Adair IA 50002	126,929 ²⁰	_____

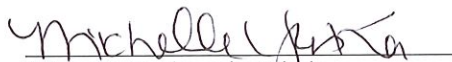
*Apparent Low Bidder

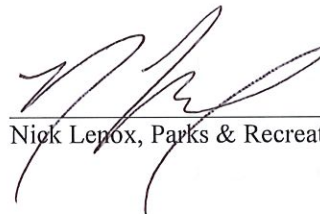
Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7)	TK Concrete Inc. 1608 Fittfield Rd Pella IA 50219	150,401 ⁰⁰	
8)	Wenthold Excavating 4008 NE 126 th Avenue Elkhart IA 50073	179,457 ⁰⁰	
9)			
10)			
11)			
12)			
13)			

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of June 6, 2022 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Nick Lepox, Parks & Recreation Director

TABULATION OF BIDS

Rock Creek Greenway Trail Improvements

City of Ankeny - Parks & Recreation

May 31, 2022, 10:30 am

				ENGINEER'S ESTIMATE		1		2		3		4	
						BROTHERS CLEANING CORPORATION		HOWREY CONSTRUCTION INC		CALIBER CONCRETE LLC		JASPER CONSTRUCTION SERVICES INC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	GENERAL PROVISIONS												
1.1	Mobilization	LS	1	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$19,000.00	\$19,000.00	\$13,700.00	\$13,700.00	\$18,000.00	\$18,000.00
	EARTHWORK												
2.1	Demolition of Vegetation	LS	1	\$15,000.00	\$15,000.00	\$16,100.00	\$16,100.00	\$11,125.00	\$11,125.00	\$13,000.00	\$13,000.00	\$11,750.00	\$11,750.00
2.2	Grading	LS	1	\$20,000.00	\$20,000.00	\$8,000.00	\$8,000.00	\$16,500.00	\$16,500.00	\$36,800.00	\$36,800.00	\$15,000.00	\$15,000.00
	STORM SEWER												
3.1	12" CMP Pipe	LF	57	\$50.00	\$2,850.00	\$60.00	\$3,420.00	\$100.00	\$5,700.00	\$50.00	\$2,850.00	\$85.00	\$4,845.00
3.2	24" CMP Pipe	LF	40	\$60.00	\$2,400.00	\$85.00	\$3,400.00	\$110.00	\$4,400.00	\$100.00	\$4,000.00	\$100.00	\$4,000.00
3.3	12" FES	EA	4	\$900.00	\$3,600.00	\$800.00	\$3,200.00 *	\$1,250.00	\$5,000.00	\$1,500.00	\$6,000.00	\$600.00	\$2,400.00
3.4	24" FES	EA	2	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00 *	\$1,400.00	\$2,800.00	\$2,000.00	\$4,000.00	\$900.00	\$1,800.00
	PAVEMENT												
4.1	5" depth PCC Sidewalk	SF	7518	\$8.00	\$60,144.00	\$7.50	\$56,385.00	\$5.50	\$41,349.00	\$4.40	\$33,079.20	\$8.50	\$63,903.00
	SURFACE RESTORATION												
5.1	Standard Seed Mix	LS	1	\$5,000.00	\$5,000.00	\$6,200.00	\$6,200.00	\$9,350.00	\$9,350.00	\$4,800.00	\$4,800.00	\$7,800.00	\$7,800.00
5.2	Erosion Control	LS	1	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$4,400.00	\$4,400.00	\$4,700.00	\$4,700.00	\$2,000.00	\$2,000.00
5.3	Rip Rap	TN	20	\$120.00	\$2,400.00	\$80.00	\$1,600.00	\$125.00	\$2,500.00	\$200.00	\$4,000.00	\$125.00	\$2,500.00
TOTAL BASE BID:					\$125,294.00		\$112,905.00 *		\$122,124.00		\$126,929.20		\$133,998.00
BID SECURITY:							10%		10%		10%		10%

				ENGINEER'S ESTIMATE		5		6		7		8	
						SHEKAR ENGINEERING PLC		BERKEY HOMEBUILDERS INC DBA CONCRETE PROFESSIONALS		TK CONCRETE INC		WENTHOLD EXCAVATING LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	GENERAL PROVISIONS												
1.1	Mobilization	LS	1	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$9,895.00	\$9,895.00	\$25,500.00	\$25,500.00	\$25,000.00	\$25,000.00
	EARTHWORK												
2.1	Demolition of Vegetation	LS	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$11,235.00	\$11,235.00	\$10,500.00	\$10,500.00	\$35,000.00	\$35,000.00
2.2	Grading	LS	1	\$20,000.00	\$20,000.00	\$16,000.00	\$16,000.00	\$18,365.00	\$18,365.00	\$18,500.00	\$18,500.00	\$14,000.00	\$14,000.00
	STORM SEWER												
3.1	12" CMP Pipe	LF	57	\$50.00	\$2,850.00	\$94.40	\$5,380.80	\$142.00	\$8,094.00	\$75.00	\$4,275.00	\$75.00	\$4,275.00
3.2	24" CMP Pipe	LF	40	\$60.00	\$2,400.00	\$125.86	\$5,034.40	\$178.00	\$7,120.00	\$150.00	\$6,000.00	\$138.00	\$5,520.00
3.3	12" FES	EA	4	\$900.00	\$3,600.00	\$1,500.00	\$6,000.00	\$925.00	\$3,700.00	\$2,500.00	\$10,000.00	\$1,500.00	\$6,000.00
3.4	24" FES	EA	2	\$1,200.00	\$2,400.00	\$2,000.00	\$4,000.00	\$1,495.00	\$2,990.00	\$4,000.00	\$8,000.00	\$2,500.00	\$5,000.00
	PAVEMENT												
4.1	5" depth PCC Sidewalk	SF	7518	\$8.00	\$60,144.00	\$8.80	\$66,158.40	\$8.10	\$60,895.80	\$7.00	\$52,626.00	\$9.00	\$67,662.00
	SURFACE RESTORATION												
5.1	Standard Seed Mix	LS	1	\$5,000.00	\$5,000.00	\$9,775.00	\$9,775.00	\$10,450.00	\$10,450.00	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00
5.2	Erosion Control	LS	1	\$4,000.00	\$4,000.00	\$4,600.00	\$4,600.00	\$4,950.00	\$4,950.00	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00
5.3	Rip Rap	TN	20	\$120.00	\$2,400.00	\$55.00	\$1,100.00	\$96.50	\$1,930.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00
TOTAL BASE BID:					\$125,294.00		\$138,048.60		\$139,624.80		\$150,401.00		\$179,457.00
BID SECURITY:							10%		10%		10%		10%

Notes

* Total Price and Total Base Bid Amounts adjusted based on Unit Price and Quantity.

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE ROCK CREEK GREENWAY TRAIL IMPROVEMENTS", and moved:

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE ROCK CREEK GREENWAY TRAIL IMPROVEMENTS

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Rock Creek Greenway Trail Improvements, described in the plans and specifications heretofore adopted by this Council on June 6, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Brothers Cleaning Corporation** of **Des Moines, Iowa**

Amount of bid: **\$112,905.00**

Portion of project: All construction work

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

PASSED AND APPROVED this 6th day of June, 2022.

Mayor

ATTEST:

City Clerk



Project Location

PARKS
&
RECREATION

1 in = 300 ft
Date: 4/25/2022



Rock Creek Greenway Trail
Map is for Location Purposes Only





ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Proposed NW Irvinedale Elevated Storage Tank Project
Professional Services Agreement with HDR Engineering, Inc.

EXECUTIVE SUMMARY:
The action before the City Council is the approval of a Professional Services Agreement with HDR Engineering, Inc., for design engineering and bidding phase services needed for the NW Irvinedale Elevated Storage Tank Project.

This project will include the construction of a new elevated storage tank to be located on the east side of NW Irvinedale Drive on a parcel owned by the City just north of Caseys. The site will also be planned and graded for a future salt storage and brine facility to be located on site as well as a bulk water station. HDR will also complete a rewrite of the existing Water Master Study including taking a look at the next 5 years of CIP project planning.

The design engineering services for this project need to begin in June so the project schedule can be maintained.

The Municipal Utilities Department proposes to use HDR Engineering, Inc., to complete the necessary engineering services for the project. The scope of professional services and corresponding fees are shown in the attached Professional Services Agreement. The total fee for the professional services is \$462,000.00. A Winter/Spring 2023 bid letting is anticipated due to this project including SRF funding.

It is recommended that the City Council approve the Professional Services Agreement with HDR Engineering, Inc.

FISCAL IMPACT: No

The project is included in the City's 2022 - 2026 Capital Improvement Program with design scheduled to be completed in 2022 and construction in 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with HDR Engineering, Inc., for the design engineering and bidding phase services on the NW Irvinedale Elevated Storage Tank Project in an amount not to exceed \$462,000.00 and the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider a motion to approve the Professional Services Agreement with HDR Engineering, Inc., for the design engineering and bidding phase services on the NW Irvinedale Elevated Storage Tank Project in an amount not to exceed \$462,000.00 and the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Professional Services Agreement



ANKENY CITY COUNCIL

City Council Agenda

June 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- ***Public Hearing - annexation - ATI Ankeny Industrial LLC, Tyler Investment Company, Inc, Polk County Aviation Authority and Lloyd Linn - 6/20/22 @ 5:30 p.m.***
- ***Regular Council Meeting - 7/5/22 @ 5:30 p.m.***
- ***Regular Council Meeting - 7/18/22 @ 5:30 p.m.***

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available