



ANKENY CITY COUNCIL

Regular Meeting

Monday, June 5, 2023

5:30 PM

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro-Tem

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

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

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

ELECTRONIC MEETING INFORMATION

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

Meeting ID: 973 1299 2966

Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the June 5, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the June 5, 2023 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. PH 2023-35 Proposed vacation of a portion of City owned right-of-way described as Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres (+/-).

Action# C1-1. Consider motion to close Public Hearing 2023-35.

2. PH 2023-36 Proposed 80/20 Voluntary Urbanized Annexation of certain territory owned by Hope K Farms, LLC and Clayton Mitchell Living Trust, located adjacent to the southeast quadrant of the City of Ankeny.

Action# C2-1. Consider motion to close Public Hearing 2023-36.

3. PH 2023-37 Proposed Delaware Ground Storage Reservoir Rehabilitation Project

Action# C3-1. Consider motion to close Public Hearing 2023-37.

4. PH 2023-38 Proposed Creekside Park Improvements

Action# C4-1. Consider motion to close Public Hearing 2023-38.

5. PH 2023-39 Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2023

Action# C5-1. Consider motion to close Public Hearing 2023-39.

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 15, 2023, as published, subject to correction, as recommended by the City Clerk. |
| CA - 2 | Receive and file minutes of the Civil Service Commission meeting of May 8, 2023. |
| CA - 3 | Receive and file minutes of the Human Rights Commission meeting of April 27, 2023. |
| CA - 4 | Receive and file minutes of the Library Board of Trustee meeting of April 20, 2023. |
| CA - 5 | Receive and file minutes of the Plan and Zoning Commission meeting of May 2, 2023. |

- **Licenses and Permits**

CA - 6 Consider motion to approve the issuance of Cigarette/Tobacco/Nicotine/Vapor Permits for July 1, 2023 - June 30, 2024.

CA - 7 Consider motion to approve the issuance of liquor licenses and / or beer / wine permits in the City of Ankeny.

• **Finance/Budget**

CA - 8 Consider motion to approve Payment #3 in the amount of \$20,142.70 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

CA - 9 Consider motion to approve Payment #13 in the amount of \$2,580.57 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

CA - 10 Consider motion to approve Payment #2 in the amount of \$71,489.33 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.

CA - 11 Consider motion to approve Payment #25 in the amount of \$8,492.15 to FOX Strand, for engineering services on the Ankeny ASR project.

CA - 12 Consider motion to approve Payment #10 in the amount of \$13,860.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.

CA - 13 Consider motion to approve Payment #2 in the amount of \$9,629.39 to HGS, LLC, for construction services on the Rock Creek Greenbelt - Native Vegetation project.

CA - 14 Consider motion to approve Payment #18 in the amount of \$7,776.23 to HR Green, Inc., for construction administration and construction inspection services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.

CA - 15 Consider motion to approve Payment #9 in the amount of \$1,300.50 to HR Green, Inc., for engineering services on the SW State Street Fiber Optic Relocation project.

CA - 16 Consider motion to approve Payment #2 in the amount of \$4,784.50 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.

CA - 17 Consider motion to approve Payment #11 in the amount of \$4,112.50 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.

CA - 18 Consider motion to approve Payment #21 in the amount of \$3,133.75 to JEO Consulting Group, Inc. for engineering services on the SE 3rd Street Utility Improvements Phase 1 project.

CA - 19 Consider motion to approve Payment #2 in the amount of \$30,194.39 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan project.

CA - 20 Consider motion to approve Payment #9 in the amount of \$1,207.50 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.

CA - 21 Consider motion to approve Payment #4 in the amount of \$14,875.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking Improvements project.

- CA - 22** Consider motion to approve Payment #2 in the amount of \$181,440.80 to Musco Sports Lighting dba Iowa Sports Turf for construction services on the Cherry Glen Ballfield Development project.
- CA - 23** Consider motion to approve Payment #3 in the amount of \$10,840.00 to Nilles Associates, Inc., for engineering services on the NE Crestmoor Sanitary Sewer Replacement project.
- CA - 24** Consider motion to approve Payment #13 in the amount of \$18,638.75 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
- CA - 25** Consider motion to approve Payment #30 in the amount of \$499.50 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.
- CA - 26** Consider motion to approve Payment #10 in the amount of \$12,090.52 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
- CA - 27** Consider motion to approve Payment #28 in the amount of \$8,689.21 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
- CA - 28** Consider motion to approve Payment #29 & Final in the amount of \$2,911.41 to Snyder & Associates, Inc., for engineering services on the SE Delaware Ave and SE 8th St Widening and Traffic Signalization project.
- CA - 29** Consider motion to approve Payment #11 in the amount of \$2,568.05 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development Project.
- CA - 30** Consider motion to approve Payment #4 in the amount of \$22,335.65 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
- CA - 31** Consider motion to approve Payment #30 in the amount of \$20,769.13 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
- CA - 32** Consider motion to approve Payment #22 in the amount of \$30,346.26 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 33** Consider motion to approve Payment #14 in the amount of \$2,399.48 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.
- CA - 34** Consider motion to approve Payment #1 in the amount of \$24,744.83 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.
- CA - 35** Consider motion to approve Payment #41 in the amount of \$4,229.54 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.
- CA - 36** Consider motion to approve Payment #27 in the amount of \$26,947.70 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
- CA - 37** Consider motion to approve Payment #2 in the amount of \$123,080.96 to Splash Pool & Spa Builders, LLC, for construction services on the 2022 Prairie Ridge

Aquatic Center - Resurfacing Project.

- CA - 38** Consider motion to approve Payment #8 in the amount of \$564,653.33 to WRH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building project.
- CA - 39** Consider motion to approve the June 5, 2023 Accounts Payable.
- CA - 40** Consider motion to approve the purchase of one ambulance from North Central Ambulance Sales and Service of Lester Prairie, MN in the amount of \$327,772.
- CA - 41** Consider motion to approve letter of agreement for banking and custodial services with First National Bank for three years with an option to renew for one additional three-year period by mutual agreement of both parties.
- CA - 42** Consider motion to approve intergovernmental agreement for the funding and operation of a mobile ventilation unit by the cities of Ankeny, Altoona, Clive, Grimes/Johnston Metropolitan Fire Department, Urbandale, Waukee and West Des Moines.
- CA - 43** Consider motion to approve project agreement with Capital Landscaping for Uptown tree replacement and landscaping and authorize City Manager to execute project agreement.
- CA - 44** Consider motion to adopt **RESOLUTION** authorizing the purchase of dump bodies, plow components, and builds of three (3) single axle snow plow dump trucks for the Public Works Department (replace existing trucks #224 and #269; add new truck #219).
- CA - 45** Consider motion to adopt a **RESOLUTION** authorizing the purchase of combination traffic signal/ lighting pole assemblies from Millerbernd Manufacturing Company, in the amount of \$76,746.00, for contractor installation with the SE Oralabor Road & Convenience Blvd/ Creekview Drive Traffic Signal Replacement.
- CA - 46** Consider motion to adopt **RESOLUTION** authorizing the purchase of a turf painter from Turf Tank for the Parks & Recreation Department.
- CA - 47** Consider motion to adopt **RESOLUTION** authorizing the purchase of a compact utility tractor at Otter Creek Golf Course for the Parks & Recreation Department.

- **Personnel Items**

- CA - 48** Consider motion to accept the Civil Service Commission certified list for appointment to Firefighter EMT-Paramedic, subject to passing any further departmental requirements.

- **Community Development Items - none**

- **Engineering Items**

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

- **Capital Improvement Projects**

- CA - 50** Consider motion to adopt **RESOLUTION** adopting and levying final schedule of assessments and providing for the payment thereof of the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

- CA - 51** Consider motion to adopt **RESOLUTION** to authorize the execution of a Cooperative Public Service Agreement between Polk County, Iowa and the City of Ankeny, Iowa for the sharing of project costs for the NE 38th Street Asphalt Resurfacing Project.
- CA - 52** Consider motion to adopt **RESOLUTION** ordering construction of the SE Oralabor Road & Convenience Boulevard/ Creekview Drive Traffic Signal Replacement and fixing a date for public hearing thereon and taking of bids therefor. (date of bid opening: 6/27/23 @ 10:30 A.M. / date of hrg: 7/3/23 @ 5:30 P.M.)
- CA - 53** Consider motion to adopt **RESOLUTION** ordering construction of the Uptown Parking Improvements and fixing a date for public hearing thereon and taking of bids therefor. (date of bid opening: 6/27/23 @ 10:30 A.M. / date of hrg: 7/3/23 @ 5:30 P.M.)
- CA - 54** Consider motion to adopt **RESOLUTION** ordering construction on The Westwinds, Plat 9, Storm Sewer Extension Project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 06/27/23 @ 10:30 A.M. / date of hrg: 07/03/23 @ 5:30 P.M.)
- CA - 55** **Hawkeye Park Pond Improvements - Phase 3:** Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvement with RW Excavating Solutions, LC, in the amount of \$323,805.00; c) Final Payment #3 in the amount of \$5,937.50; and Retainage Payment in the amount of \$16,190.25.

- **Administrative Items**

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

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-59

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-59.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Approval of Ordinances:**

1. Ord 2144 An Ordinance vacating a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres (+/-). (PH 2023-35)

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

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

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

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed 80/20 Voluntary Urbanized Annexation of certain territory owned by Hope K Farms, LLC and Clayton Mitchell Living Trust, located adjacent to the southeast quadrant of the City of Ankeny. (PH 2023-36)

Action# J1-1. Consider motion to receive and file the April 10, 2023 Consultation Meeting Report.

Action# J1-2. Consider motion to adopt RESOLUTION annexing certain territory owned by Hope K Farms, LLC and Clayton Mitchell Living Trust, located adjacent to the southeast quadrant of the City of Ankeny.

2. Proposed Delaware Ground Storage Reservoir Rehabilitation (PH 2023-37)

Action# J2-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$307,000.00; 2) receive and file report of bids received May 30, 2023; 3) adopt RESOLUTION making award of construction contract with TanksCo Inc. in the amount of \$241,500.00; and 4) adopt RESOLUTION approving contract and bonds with TanksCo Inc. in the amount of \$241,500.00.

3. Proposed 2023 Creekside Park Improvements (PH 2023-38)

Action# J3-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$194,129.50; 2) receive and file report of bids received May 30, 2023; 3) adopt RESOLUTION making award of construction contract with Howrey Construction, Inc. in the amount of \$218,190.50; and 4) adopt RESOLUTION approving contract and bonds with Howrey Construction, Inc. in the amount of \$218,190.50.

4. Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2023 (PH 2023-39)

Action# J4-1. Consider motion to adopt RESOLUTION amending the current budget for fiscal year ending June 30, 2023.

5. Amended FY 2023 Fund Transfers

Action# J5-1. Consider motion to adopt RESOLUTION approving amendment to fiscal year 2023 fund transfers.

6. \$13,790,000 General Obligation Bonds, Series 2023B

Action# J6-1. Consider motion to adopt RESOLUTION appointing UMB Bank, N.A. of West Des Moines, Iowa, to serve as paying agent, bond registrar, and transfer agent, approving the paying agent and bond registrar and transfer agent agreement and authorizing the execution of the agreement.

Action# J6-2. Consider motion to adopt RESOLUTION authorizing and providing for the issuance of \$13,790,000 General Obligation Bonds, Series 2023B, and amending the levy of taxes to pay said bonds; approval of the tax exemption certificate and continuing disclosure certificate.

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

City Manager
City Attorney

- **Report of the Governing Body:**

Mayor

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

- **Future Council Agenda Items:**

- ***Public Hearing - Lease property - Ankeny Friends of the Arts - 6/19/23 @ 5:30 p.m.***
- ***Public Hearing - UTV Ordinance - 6/19/23 @ 5:30 p.m.***
- ***Public Hearing - SE Oralabor Road & Convenience Blvd/Creekview Dr Traffic Signal Replacement - 7/3/23 @ 5:30 p.m.***
- ***Public Hearing - Uptown Parking Improvements - 7/3/23 @ 5:30 p.m.***
- ***Public Hearing - Westwinds, Plat 9, Storm Sewer Ext. Project - 7/3/23 @ 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 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

Meeting ID: 973 1299 2966
Passcode: 1234

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:
Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the June 5, 2023 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the June 5, 2023 agenda, with/without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2023-35:

Proposed vacation of a portion of City owned right-of-way described as Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres (+/-).

EXECUTIVE SUMMARY:

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

FISCAL IMPACT: **Yes**

Convert nontaxable right-of-way into taxable property.

CITY MANAGER'S RECOMMENDATIONS:

Approve the request to vacate a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres (+/-).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended approval at their meeting on May 2, 2023.

PUBLIC OUTREACH EFFORTS:

Legal publication and notification.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-35.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Ordinance
 Vacation Plat
 P&Z Minutes
 Staff Report
 Applicant Letter
 Aerial Map



PUBLIC HEARING 2023-35

5:30 P.M.

JUNE 5, 2023

**PROPOSED VACATION OF PUBLIC RIGHT-OF-WAY DESCRIBED AS LOT B, CROSSWINDS
BUSINESS PARK PLAT 1, CONTAINING 1.90 ACRES (+/-)**

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2144 vacating a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1, Containing 1.90 acres (+/-).

Notice of this hearing was published in the Des Moines Register on the 26th day of May, 2023.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2023-35.

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

ORDINANCE

**AN ORDINANCE VACATING A PORTION OF PUBLIC RIGHT-OF-WAY
DESCRIBED AS LOT B, CROSSWINDS BUSINESS PARK PLAT 1, CONTAINING 1.90 ACRES (+/-)**

WHEREAS, pursuant to notice published in the manner required by law, on the 5th day of June, 2023, the City Council of the City of Ankeny, Iowa, held a public hearing on a proposal to vacate a portion of public right-of-way, as shown on the attached Right-Of-Way Vacation Plat; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of Ankeny that said right-of-way be vacated.

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

1. That the City of Ankeny does hereby vacate and release the following:

SEE ATTACHED RIGHT-OF-WAY VACATION PLAT

2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and
3. That this ordinance shall be in effect upon its final passage and publication required by law.

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

Attest:

Mark E. Holm, Mayor

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2023**

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

V:\Projects\2023\1230260_01\CA\DWG\20230414_718.AUX ANSII FULL BLEED B (17.00 X 11.00 INCHES)

RIGHT-OF-WAY VACATION PLAT

LOT 1
CROSSWINDS PLAT 2 Found 1/2" Rebar W/YPC #16747

ACQUISITION PLAT
(BOOK 19104, PAGE 361)

NE Corner Outlot "X"

LOT 1
CROSSWINDS PLAT 3

S88°50'18"E 54.07'
30.04' M

C7

C2

C3

C4

Street Lot B
Crosswinds Business
Park Plat 1

Existing 84' R.O.W.

30.00'

54.00'

PT. OUTLOT "X"
CROSSWINDS BUSINESS
PARK PLAT 1

OUTLOT "Y"
CROSSWINDS BUSINESS
PARK PLAT 1

N7°52'54"W 1298.41' M&P

S7°52'54"E 1353.47'

N7°52'54"W 1220.48' M&P

SE CROSSWINDS DRIVE

0 100
FEET

South Line Of The NE1/4
Section 07-79-23

Found 1/2" Rebar W/YPC #16747

N41°53'48"E 42.82' M&P

S89°52'08"W 850.42' M&P

SE Corner Outlot "X"
Point Of Beginning

Found 1/2" Rebar
W/YPC #16747

N46°42'19"W 63.77' M
N46°42'02"W 63.77' P

S88°29'03"W 165.98' M&P

SE 77TH STREET

OUTLOT "V"
CROSSWINDS BUSINESS
PARK PLAT 1

RIGHT-OF-WAY VACATION DESCRIPTION

A PART OF STREET LOT B, CROSSWINDS BUSINESS PARK PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT "X"; THENCE NORTH 41°53'48" EAST ALONG THE EAST LINE OF SAID OUTLOT "X", 42.82 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EAST LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 180.00 FEET, WHOSE ARC LENGTH IS 17.67 FEET AND WHOSE CHORD BEARS NORTH 05°04'14" WEST, 17.66 FEET; THENCE NORTH 07°52'54" WEST CONTINUING ALONG SAID EAST LINE, 1298.41 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EAST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 838.50 FEET, WHOSE ARC LENGTH IS 173.24 FEET AND WHOSE CHORD BEARS NORTH 01°57'33" WEST, 172.93 FEET TO THE SOUTHEAST CORNER OF AN ACQUISITION PLAT FILED IN BOOK 19104, PAGE 361 OF THE POLK COUNTY RECORDER'S OFFICE; THENCE SOUTH 88°50'18" EAST, 54.07 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 784.50 FEET, WHOSE ARC LENGTH IS 164.72 FEET AND WHOSE CHORD BEARS SOUTH 01°51'46" EAST, 164.41 FEET; THENCE SOUTH 07°52'54" EAST, 1353.47 FEET TO THE SOUTH LINE OF SAID STREET LOT B; THENCE SOUTH 88°29'03" WEST ALONG SAID SOUTH LINE, 88.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.90 ACRES (82,593 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LINE TABLE

LINE #	LENGTH (FT)	DIRECTION
L1 M	88.10	S88° 29' 03"W

CURVE TABLE

CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1 M&P	5°37'25"	180.00'	17.67'	8.84'	N5°04'14"W 17.66'
C2 M	11°50'15"	838.50'	173.24'	86.93'	N1°57'33"W 172.93'
C3 M	12°01'48"	784.50'	164.72'	82.66'	S1°51'46"E 164.41'
C4 M&P	19°01'58"	754.50'	250.63'	126.48'	S1°38'21"W 249.48'
C5 M&R	6°11'08"	838.50'	90.52'	45.30'	S7°03'08"W 90.48'
C6 M&P	9°13'56"	573.00'	92.33'	46.27'	S12°29'53"E 92.23'
C7 M&P	18°01'22"	838.50'	263.76'	132.98'	S1°08'01"W 262.67'



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS Date 5/9/23

License Number 19710

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:

Sheet 1 of 1

PT. STREET LOT B, CROSSWINDS BUSINESS PARK PLAT 1

RIGHT-OF-WAY VACATION PLAT

ANKENY, IA

SNYDER & ASSOCIATES, INC.



Project No: 123.0504.01

Sheet 1 of 1

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Sheet 1 of 1

Project No: 123.0504.01

REVISION

Checked By: EDG

Date: 04-12-2023

Engineer: AJD

Technician: T-RS: 78N-23W-07

DATE

BY

Scale: 1" = 200'

AREA ABOVE RESERVED FOR RECORDER

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:

ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
egriffin@snyder-associates.com

SERVICE PROVIDED BY:

SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:

PT. STREET LOT "B"
CROSSWINDS BUSINESS PARK PLAT 1
SEC. 07-79-23

REQUESTED BY:

LEGACY CUTLER, LLC, LEGACY HOUSBY, LLC &
LEGACY REICHARDT, LLC

OWNER

LEGACY CUTLER, LLC
LEGACY HOUSBY, LLC
LEGACY REICHARDT, LLC
1305 50TH ST.
WEST DES MOINES, IA 50266-1705

AREA SUMMARY

GROSS AREA: 1.90 ACRES (82,593 SF)

DATE OF SURVEY

04/10/2023

BASIS OF BEARING

THE EAST LINE OF OUTLOT "X", CROSSWINDS BUSINESS PARK PLAT 1, AN OFFICIAL PLAT, IS ASSUMED TO BEAR NORTH 07°52'54" WEST FOR THE PURPOSE OF THIS SURVEY.

LEGEND

FEATURES

Section Corner
1/2" Rebar, Yellow Plastic Cap #19710
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Minimum Protection Elevation
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Vacation Line

FOUND
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Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, May 2, 2023

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

CALL TO ORDER

Chair Ted Rapp called the May 2, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

BUSINESS ITEMS

Item #3. Request to vacate a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1

B.Morrissey reported that a request from Legacy Housby, LLC was received to vacate a portion of public right-of-way located within Crosswinds Business Park Plat 1. He stated the subject right-of-way was originally deeded to the City with the approval of Crosswinds Business Park Plat 1 in 2019 and at the time, the purpose of the right-of-way was for the anticipated extension of SE Crosswinds Drive, a recreational trail, and water main. He said that as development progressed, the future alignment of SE Crosswinds Drive was modified with the extension of SE Convenience Boulevard. B.Morrissey stated that adjustments were made to the surrounding parcels in the area, so only the westerly 54' of the right-of-way is being vacated while the easterly 30' is being retained by the City for the existing trail and water main. City staff has reviewed the vacation request, and has determined that the vacation request is appropriate and recommends that the Plan & Zoning Commission recommend City Council approval of the request to vacate a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres.

R.Weisheit confirmed that the trail and water main are existing. E.Jensen stated, yes.

Motion by T.Ripper to recommend City Council approval of the request to vacate a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres. Second by T.Flack. All voted aye. Motion carried 6 – 0.



*Plan & Zoning Commission
Staff Report*

Meeting Date: May 2, 2023

Agenda Item: Crosswinds Business Park Plat 1 – Right-of-Way Vacation
Report Date: April 26, 2023
Prepared By: Bryan Morrissey *EJC*
Associate Planner

Staff Recommendation

That the Plan & Zoning Commission recommend City Council approval of the request to vacate a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres (+/-).

Discussion

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

Chapter 153.02 of the Ankeny Municipal Code: *"Any proposal to vacate a street, alley, portion thereof or any public grounds shall be referred by the Council to the Plan and Zoning Commission for its study and recommendation prior to further consideration by the Council. The Commission shall submit a written report including recommendations to the Council within thirty (30) days after the date the proposed vacation is referred to the Commission."*

City staff has reviewed the vacation request, and has determined that the vacation request is appropriate.



April 14, 2023

Honorable Mayor and City Council
Plan and Zoning Commission
City of Ankeny
410 West 1st Street
Ankeny, Iowa 50023

RE: RIGHT-OF-WAY VACATION REQUEST
CROSSWINDS BUSINESS PARK PLAT 1, STREET LOT B
PART OF SECTION 7, T.79N., R.23W.
ANKENY, IOWA
S&A Project No. 123.0504.01

Dear Honorable Mayor, City Council and Plan and Zoning Commission:

On behalf of Legacy Cutler, LLC, Legacy Reichardt, LLC, and Legacy Housby, LLC, as the Property Owners, please find accompanying the Right-of Way Vacation Plat for the westerly 54-feet of Street Lot B, Crosswinds Business Park Plat 1.

This right-of-way was originally platted and dedicated to the City of Ankeny as a proposed 84-foot wide right-of-way for the extension of SE Crosswinds Drive with a water main and recreational trail constructed in the easterly portion of the right-of-way. As development commenced the planned roadway alignment of SE Crosswinds Drive was altered with the extension of SE Convenience Blvd. along the northerly portion of Outlot "X", Crosswinds Business Park Plat 1. With this realignment and connection into SE Convenience Blvd. and ultimate extension south to SE 90th Street, the entire Street Lot B right-of-way was not required for a roadway extension. After review with Staff, the easterly 30-feet is being retained by Ankeny for the existing water main and recreational trail.

Submittal Materials are as follows:

1. Letter of Request to Vacate a portion of Right-of-Way,
2. Five (5) copies of the Right-of-Way Vacation Plat with legal descriptions, and
3. Vacation Request Application fee of \$360.00.

Please include the Right-of-Way Vacation request into the review and approval process. Please let me know if you have any question or require further information. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Brent K. Culp', is written over a light blue horizontal line.

Brent K. Culp

Enclosure

cc: Tim Hogan, Hogan Law Office (w/enclosures emailed)
file (electronic)





ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2023-36: Proposed 80/20 Voluntary Urbanized Annexation of certain territory owned by Hope K Farms, LLC and Clayton Mitchell Living Trust, located adjacent to the southeast quadrant of the City of Ankeny.

EXECUTIVE SUMMARY:

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

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 20, 2023: City Council initiated the Berwick-ATI Group 80/20 Voluntary Urbanized Annexation.

April 4, 2023: The Plan and Zoning Commission recommended that City Council approve the Berwick-ATI Group 80/20 Voluntary Urbanized Annexation.

May 1, 2023: City Council set the public hearing.

PUBLIC OUTREACH EFFORTS:

A consultation meeting was held on April 10, 2023.

Legal publication and notification.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-36.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution
 P&Z Minutes
 Staff Report
 Aerial Map
 Petitioned Property & Ownership Map
 Annexation Applications
 Consultation Meeting Report



PUBLIC HEARING 2023-36

5:30 P.M.

JUNE 5, 2023

**PROPOSED ANNEXATION OF CERTAIN TERRITORY OWNED BY HOPE K. FARMS, LLC
AND CLAYTON MITCHELL LIVING TRUST, LOCATED ADJACENT TO THE SOUTHEAST
QUADRANT OF THE CITY OF ANKENY**

Mayor:

This is the time and place for a public hearing on the matter of annexation of certain territory owned by Hope K. Farms, LLC and Clayton Mitchell Living Trust, located adjacent to the southeast quadrant of the City of Ankeny.

Layman's Description: Approximately 111.18 acres (+/-) of land adjacent to the southeast quadrant of Ankeny, generally located ¼-mile south of SE Oralabor Road/NE 78th Avenue and east of NE Berwick Drive.

Notices were mailed to affected property owners as required by law and notice of this hearing was published in the Des Moines Register on the 12th day of May, 2023.

Mayor:

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

City Clerk:

None in the Clerk's office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing PH 2023-36.

Mayor:

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

RESOLUTION

RESOLUTION ANNEXING CERTAIN TERRITORY OWNED BY HOPE K FARMS, LLC AND CLAYTON MITCHELL LIVING TRUST, LOCATED ADJACENT TO THE SOUTHEAST QUADRANT FO THE CITY OF ANKENY

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

LEGAL DESCRIPTION:

OUTLOT X, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

PARCEL 'O', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 15089, PAGE 430 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 111.18 acres (+/-) of land adjacent to the southeast quadrant of Ankeny, generally located ¼-mile south of SE Oralabor Road/NE 78th Avenue and east of NE Berwick Drive.

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

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

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

LEGAL DESCRIPTION:

LOT 1, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 2, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 1, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 2, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 3, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 4, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 5, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 6, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 7, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 8, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 9, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 10, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 26.11 acres (+/-) of land adjacent to the petitioned 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; and

WHEREAS, all non-consenting owners of the above properties, all owners of property adjoining the territory, the Chairperson of the County Board of Supervisors, all affected public utilities, the Iowa Attorney General, Polk County Attorney, the Metropolitan Planning Organization, and Regional Planning Authority have been notified 14 business days prior to the date of this resolution by regular mail; and all non-consenting property owners and affected public utilities have been notified by 14 business days prior to the date of this resolution by certified mail; and, further, notice of the proposed annexation was published at least 14 business days prior to the date of this resolution.

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

PASSED AND APPROVED this 5th day of June, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, April 4, 2023

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

CALL TO ORDER

Chair Ted Rapp called the April 4, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the April 4, 2023 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 6 – 0.

CITIZEN'S REQUEST

Rob Stephenson, 7393 NE Berwick Drive, referencing Agenda Item #5, said that he is not in favor of the annexation and feels it will be a huge negative impact on his family. He remarked on property taxes, city ordinances, sidewalks, street lights, and water rates. He hopes the city of Ankeny will work with him and his neighbors on these issues as the annexation moves forward.

Andy Swanson, 7560 NE Berwick Drive, referencing Agenda Item #5, said he had the same concerns as Mr. Stephenson with regard to the lack of benefits to the non-consenting property owners. He shared that there should be some type of benefit to the property owners, such as a tax abatement as they already have services provided to them. Mr. Swanson made references to The Ankeny 2040 comprehensive plan and spoke about zoning (R-1 vs R-2), agriculture/agrihoods, and environmental concerns. He also is against allowing a sewer line to run through his property. He closed by saying that their area is one of the most wooded areas and that it is critical for this area to be taken into consideration during the annexation process.

Alexandria Greim, 222 NW Abbie Drive, Ankeny, Attorney representing Andy Swanson. She said Mr. Swanson knows that the annexation will likely be inevitable. She stated that the concern is how this annexation will affect the non-consenting property owners, the impact of what this annexation will lead to with future development, the conformance of the overall comprehensive plan and the question as to what will come onto this property once it is part of the city of Ankeny in the future. She thanked the Commission for their time.

BUSINESS ITEMS

Item #5. Request by Hope K. Farms, LLC and Clayton Mitchell Living Trust for 80/20 voluntary urbanized annexation of property into the City of Ankeny

E.Carstens reported that the City of Ankeny has received a request for annexation of certain territory located adjacent to the City's southeastern boundary, generally located ¼-mile south of the intersection at SE Oralabor Road/NE 78th Avenue and NE Berwick Drive. The annexation territory consists of 140.40 total acres, including 111.18 acres, which are owned by property owners who consent to the annexation, 26.11 acres are owned by non-consenting property owners whose land is included in the annexation to avoid the creation of islands and to provide for uniform boundaries, and 3.11 acres of public road right-of-way. He said that the annexation area is currently identified in The Ankeny Plan 2040 Comprehensive Plan as Low-Density Residential and Open Space. The intent of Low-Density Residential is for there to be single-family homes. He shared that there are utilities in the area to serve

this property. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the Berwick-ATI Group 80/20 Voluntary Urbanized Annexation.

T.Flack confirmed that all the property owners on the west side of NE Berwick Drive are all non-consenting properties and asked what the reason was for annexing those properties. E.Carstens responded that it is to provide for uniform boundaries. T.Rapp confirmed that there have not been any utility extensions planned or proposed at this time for this area. E.Carstens stated, correct. E.Carstens noted that the City Development Board ultimately makes the decision to approve or disapprove of the annexation request. G.Hunter asked if Ankeny would take over the water system. E.Jensen said there is an agreement with Berwick Water that the city would take over water service in that area. R.Weisheit wanted clarification on the rezoning process, if the annexation was approved. E.Carstens responded by providing in detail the rezoning process.

Motion by G.Hunter to recommend City Council approval of the Berwick-ATI Group 80/20 Voluntary Urbanized Annexation. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.



*Plan and Zoning Commission
Staff Report*

Meeting Date: April 4, 2023

Agenda Item: Berwick-ATI Group 80/20 Voluntary Urbanized Annexation
Report Date: March 28, 2023
Prepared By: Derek Silverthorn *EJC*
Associate Planner

Recommendation:

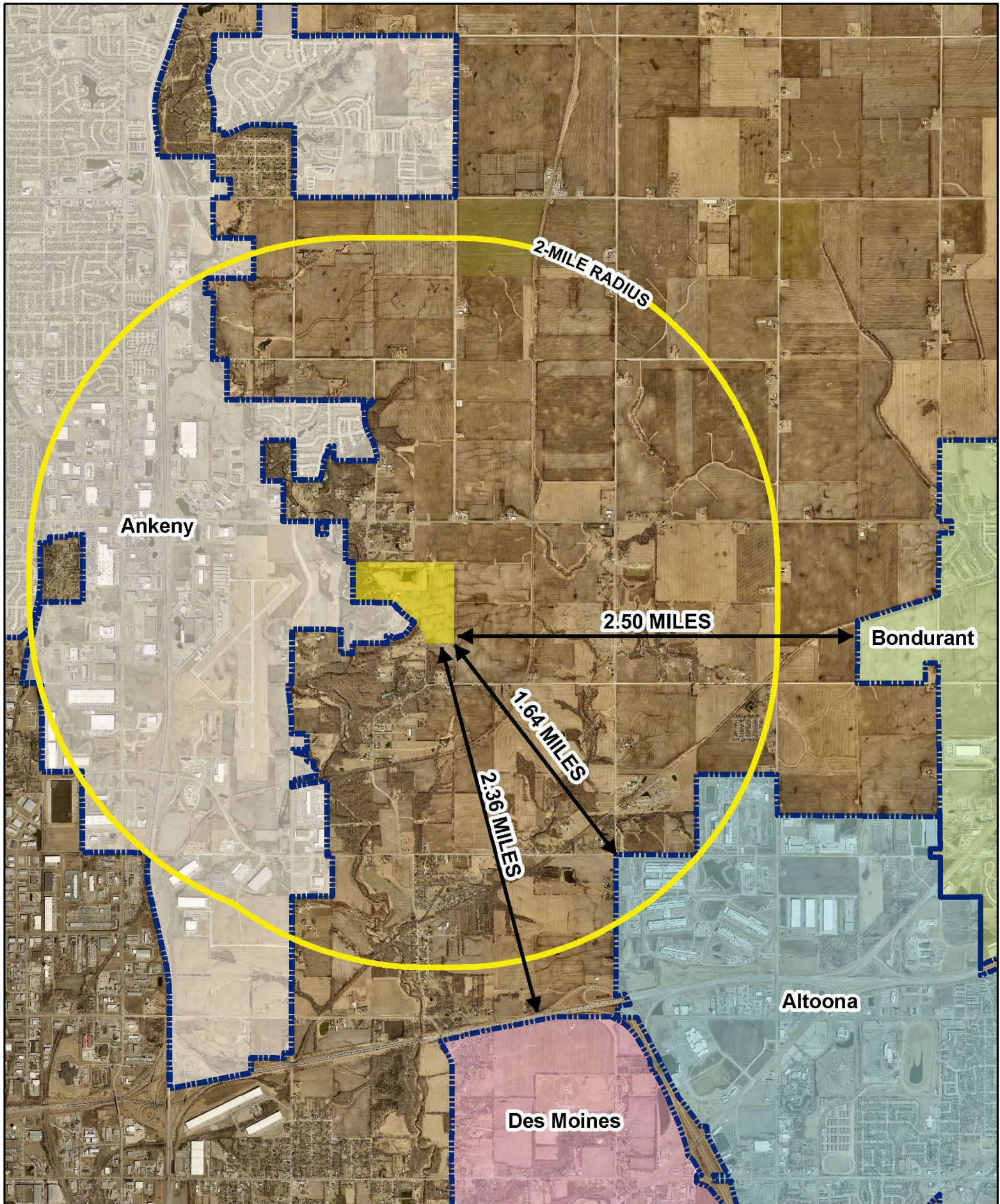
That the Plan and Zoning Commission recommend that City Council approve the Berwick-ATI Group 80/20 Voluntary Urbanized Annexation.

Discussion:

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

At this time, two of the 14 properties included in the proposed annexation have provided petitions. If petitions are not received for all 14 properties, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries. The current petitioned land area is approximately 111.18 acres, which equals 80.98% of the 137.29 total calculated acres, excluding Polk County road right-of-way. The land area of the 12 remaining non-petitioned properties is 26.11 acres, equaling 19.02% of the calculated land area, excluding Polk County road right-of-way.

The annexation area is currently identified in The Ankeny Plan 2040 Comprehensive Plan as Low-Density Residential and Open Space. If the land is annexed, it will be initially zoned R-1, One-Family Residence District, consistent with all property newly annexed into the City of Ankeny. A map has been included to show the annexation area in relation to the Ankeny City Limits.



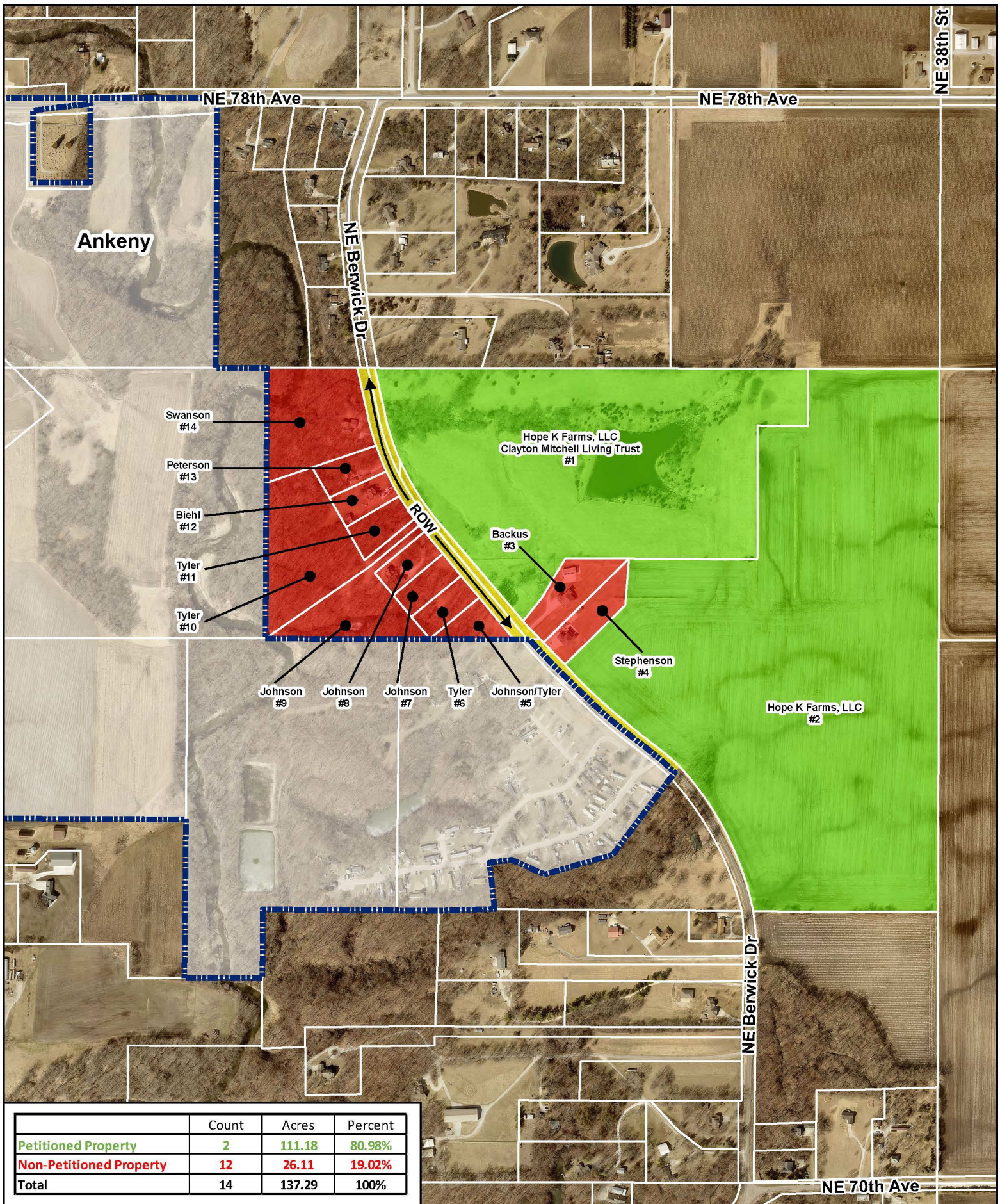
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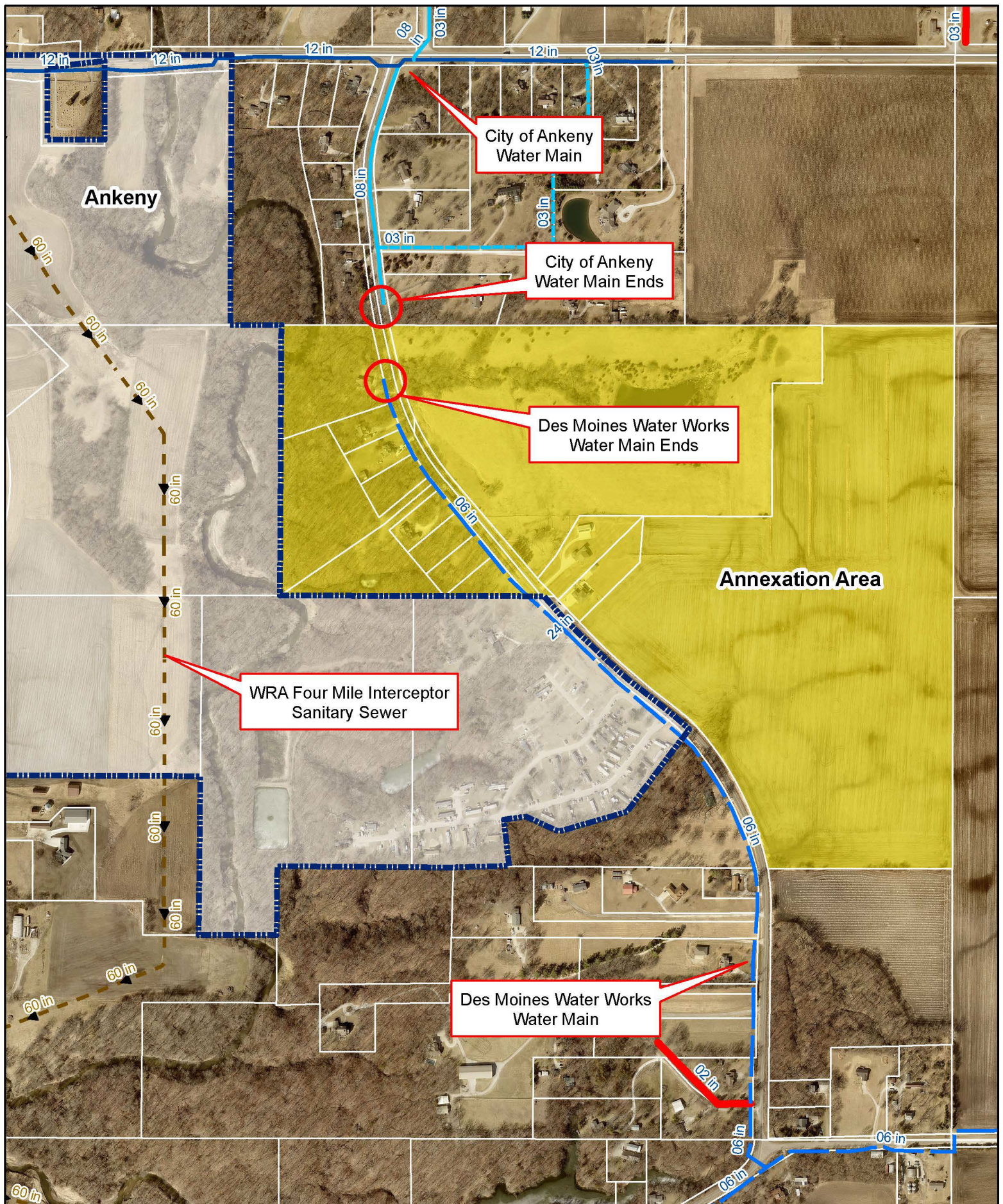


1 inch = 4,000 feet

Date: 3/28/2023

Berwick-ATI Group
80/20 Voluntary Urbanized Annexation
Urbanized Proximity





A. Consenting Property Owners' Petitions:

The City of Ankeny received written voluntary annexation petitions from the following property owners:

Consenting Properties	Acreage
#1: Hope K Farms, LLC / Clayton Mitchell Living Trust	39.65
#2: Hope K Farms, LLC	71.53
Total Consenting Properties	111.18

B. General Statement of Proposal / Integration of Smart Planning Principles:

This 80/20 voluntary urbanized annexation is in accordance with the Ankeny Plan 2040 Comprehensive Plan, which was developed with consideration to the Smart Planning Principles of Chapter 18B of the Iowa Code.

The Ankeny Plan 2040 is a Comprehensive Plan with goals and objectives that establish the community's vision for the future. It does not dictate how the community is to be developed, but it is meant to outline a possible future that could occur over time through the use of planning and investment policies, and regulatory tools. The Comprehensive Plan contains policy goals for many aspects of the community including land use, transportation, housing, parks and open space, infrastructure, community facilities and economic development. The Ankeny Plan's 2040 goals are as follows:

1. Ensure that growth occurs within the context of new "neighborhoods", and not separate disconnected developments.
2. Provide infrastructure investments that correspond to the community's growth potential.
3. Ensure that new development is marked by attractive design and contributes to the community's character.
4. Ensure that development within Ankeny and on Ankeny's periphery demonstrates environmentally responsibility and adheres to the City's long-term growth goals.
5. Maintain the unique, separate character of the City, while acknowledging Ankeny's increasing important role as a member of the metropolitan Des Moines community.
6. Assure that the transportation system is adequate to meeting future demands.
7. Maintain variety in the City's housing stock, with dwelling units affordable to a variety of income levels and age groups.
8. Provide additional opportunities for commercial, industrial, and small business growth and ensure appropriate location in accordance with the City's overall transportation and land use plan.
9. Encourage the development of an interconnected system of parks, trails and civic parkways and maintain a high level of service for recreational facilities as new neighborhoods emerge.
10. Promote the emergence of Ankeny as a major employment center within the area by stimulating growth in office, industrial and business park development.
11. Strengthen Ankeny's traditional City Center and civic campus as the focus of the community.
12. Promote a sense of community and premier quality of life as growth occurs.
13. Seek opportunities for collaboration between the City and the Ankeny Community School District to address growth and quality of life issues in Ankeny.

This annexation furthers the foregoing goals, adds land to the City of Ankeny's developable land inventory, and assures compact, efficient development to urbanized standards.

C. Current and Projected Land Uses:

The annexation territory is currently classified as Agricultural Transition District (AT) on the Polk County Zoning Map, and Urban Fringe on the Polk County Future Land Use Map. The annexation territory is located within the City of Ankeny Planning Boundary, and is currently identified as Low-Density Residential (LDR) and Open Space (OS) with consideration for existing topography, hydrology, and other natural features. The Ankeny Plan 2040 Comprehensive Plan defines these land uses as the following:

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

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

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

D. Current Municipal Services:

The City of Ankeny does not currently provide municipal services other than Fire and EMS to the annexation territory; however, the City of Ankeny has the immediate fiscal and physical capability of extending substantial municipal services to the annexation territory.

E. Reasons for Annexation:

1. City Council annexation policy.

The City Council has adopted a policy document regarding the annexation of land into the City of Ankeny, requiring all annexations to be consistent with Comprehensive Plan of the City. 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. The relevant policy statements are discussed below:

d. Comprehensive planning and zoning.

- I. 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 on the Future Land Use Map of the Comprehensive Plan. As previously indicated, the annexation area is located within the City's Planning Boundary.

e. Extension of services.

- I. 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.
- V. 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.

The City will utilize tools such as the infrastructure extension requirements of the City's Subdivision Ordinance and financing mechanisms via connection fee districts or development agreements when making annexation decisions to encourage orderly growth. The annexation area is adjacent to existing public infrastructure which can be extended to serve the area.

2. The City of Ankeny has a need for developable land.

The City of Ankeny has experienced significant residential, commercial, and industrial growth throughout the city, as the population of Ankeny has exceeded 70,000. The Ankeny Plan 2040 Comprehensive Plan identifies an estimated total of 4,713 to 9,828 acres of developable land to accommodate the future growth of Ankeny. In 2022, the City of Ankeny recorded 30 plats creating 749 lots on 493 acres, permitted 1133 new dwelling units and 34 new commercial and industrial buildings, and added \$528,705,923 in valuation. While the southeast quadrant of Ankeny is mostly comprised of industrial/office/flex land uses, The Ankeny Plan 2040 Comprehensive Plan identifies that the City of Ankeny still demonstrates a demand between 1,785 and 3,871 acres of residential land over the next decade.

3. The annexation territory is in accord with Smart Planning Principles integrated into The Ankeny Plan 2040 Comprehensive Plan.

This annexation is in accordance with the Ankeny Plan 2040 Comprehensive Plan, which takes into consideration the Smart Planning Principles of Chapter 18B of the Iowa Code.

4. The City of Ankeny has fiscal and physical capabilities of providing municipal services to the annexation territory.

Consistent with the foregoing, the City of Ankeny has the fiscal and physical capabilities of providing substantial municipal services to the annexation territory:

a. Sanitary Sewer:

Existing sanitary sewer via City of Ankeny and WRA are shown on the provided utility map. The 60-inch WRA Four Mile Interceptor exists west of the annexation area, generally along Four Mile Creek, and any future development will require extension from this sewer. All sanitary sewer constructed within the development is the responsibility of the developer; however, the City will provide cost participation for 15-inch sanitary sewer oversizing. Other sanitary sewer trunk mains extended to serve future development are often installed through connection fee districts and/or development agreements.

b. Water:

Existing water main via City of Ankeny and Des Moines Water Works are shown on the provided utility map. Eight-inch water main (City of Ankeny) exists along NE Berwick Drive north of the annexation area, and six-inch water main (Des Moines Water Works) also exists along NE Berwick Drive within the annexation area, which continues south. The developer will be responsible for the construction of water main within their development; however, the City will provide cost participation for the oversizing of water mains that are 12-inch or larger and serve areas beyond the development.

c. Law Enforcement:

Ankeny has a professional law enforcement department headed by the Police Chief, and supported by a Criminal Division comprised of 1 captain, 1 lieutenant, 8 detectives, 1 police technician, 1 records supervisor, and 5 records clerks and the Operations Division comprised of 1 captain, 2 lieutenants, 5 sergeants, 34 police officers and 3 community service officers. The Criminal Division provides crime scene response and investigation, and records requests, and the Operations Division provides basic police services while responding to calls for service.

The annexation area can be expected to develop with low-density residential and open space land uses. The additional territory will impact police coverage areas, as does all new development. Members of the Ankeny Police Department regularly attend Technical Review Committee meetings, and coordinate with the Community Development Staff on design concerns. It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

d. Fire and EMS:

All employees of the Ankeny Fire Department are public safety professionals who are trained in fire suppression, rescue and emergency medical services. The Fire Department provides Advanced Life Support (ALS) ambulances, fire suppression, extraction, boat-based water rescue, fire investigation, and other services 24 hours a day, 7 days per week via 3 fire stations. The Ankeny Fire Department's Emergency Medical Services Division provides Basic Life Support and Advanced Life Support service to the City of Ankeny, City of Alleman, City of Elkhart, and the surrounding area.

This annexation territory is currently located within 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. It is not anticipated that there will be any additional staff or equipment

needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

e. Public Works:

The City of Ankeny has a fully staffed Public Works Department consisting of a Director and 44 full-time employees. The Public Works Department is comprised of Roadway Engineering, Operations, Storm Water and Environmental, and Traffic Engineering. The Ankeny Public Works Department provides the residents, businesses and visitors with safe, reliable and clean infrastructure that is maintained in an economical and efficient manner. That is accomplished through comprehensive annual programs that include: public improvement construction plans, street pavement preservation and maintenance, storm water and drainage, recycling events, snow and ice removal, street cleaning, and traffic control maintenance. Ankeny has a full complement of trucks, tractors, loaders, mowers and other equipment necessary to assure Ankeny's roads and public ways are properly maintained.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

f. Community Development:

The City of Ankeny has a fully staffed Community Development Department consisting of a Director and 25 full-time employees. The Community Development Department is comprised of building, planning, permitting, rental housing, code enforcement and other related staff. These departments will oversee development of the annexation territory in accordance with the City's comprehensive plan and applicable ordinances. The Community Development Department's mission is to ensure that Ankeny is recognized as a safe and sustainable community. This ongoing effort is accomplished by managing city development in accordance with the Municipal Code, the Ankeny Comprehensive Plan, Plan and Zoning Commission recommendation and City Council policy; and by enforcing adopted construction, zoning, subdivision, housing and nuisance codes and ordinances.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

g. Municipal Utilities:

The City of Ankeny has a fully staffed Municipal Utilities Department consisting of a Director and 35 full-time employees. The Municipal Utilities Department is comprised of Development Engineering, Wastewater Utility, and Water Utility. These departments oversee the technical review process for private development within the City of Ankeny corporate limits, maintenance activities associated with wastewater collection system including two lift stations, activities related to the delivery of drinking water; including storage, pump stations and water mains.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that

additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

h. Library, Parks & Recreation:

The City of Ankeny has amenities such as the public library, multiple parks, the Albaugh Family Senior Center, and numerous recreation programs administered by the City's Parks and Recreation Department, which enhance the quality of life in Ankeny. The Parks and Recreation Department is staffed by a Director and 35 full-time employees, and the Library is staffed by a Director and 22 employees.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

i. Fiscal:

The City of Ankeny's bond rating is Aa1, and is currently bonded to 34% of its total bondable capacity. This high rating is due to its rapidly growing tax base; healthy financial profile characterized by prudent management, strong reserve levels, and significant revenue raising flexibility; elevated debt profile; and manageable exposure to unfunded pension liabilities based on participation in two statewide cost-sharing plans. These efforts recognized the City of Ankeny with the Distinguished Budget Presentation Award for fiscal year July 1, 2020. Ankeny's general fund levy of \$6.05 per \$1,000 of taxable property valuation remains the lowest of any sizable city in Polk County, and is significantly below the \$8.10 statutory cap. Ankeny has a property tax levy of \$9.95 per \$1,000 of taxable property valuation, which is the lowest among the largest Iowa cities. Ankeny's FY22 budget marks the eighth straight year of property tax levy reductions. The City of Ankeny is professionally managed, fiscally sound, and has the fiscal wherewithal to provide substantial municipal services to the annexation territory.

F. Urban Services Agreement and Boundary:

The City of Ankeny currently has an urban service agreement with Polk City, which is not applicable in relation to the proposed annexation. No other 28E agreements or annexation moratorium agreements would be breached by virtue of this annexation.

G. Combined Legal Descriptions:

The composite legal description of the annexation territory is listed in the annexation map included with this report. The annexation includes all abutting road right-of-way to the centerline of the adjacent road, specifically NE Berwick Drive.

H. Polk County Auditor Verification:

The City of Ankeny provided copies of the landowners' annexation petitions and legal descriptions, as well as a composite legal description of the entire annexation territory to the Polk County Auditor. On March 20, 2023, the Polk County Auditor's Officer confirmed that Ankeny staff has properly identified the ownership and the legal descriptions of the affected properties within the annexation territory.

I. Maps of the Annexation Territory and Two-Mile Notification Requirement:

The annexation territory is located within two miles of the urbanized area of the City of Altoona, lying approximately 1.64 miles from the City of Altoona corporate limits. In relation to other surrounding cities, the annexation territory is located approximately 2.36 miles from the City of Des Moines corporate limits and 2.50 miles from the City of Bondurant corporate limits.

J. State-Owned and County-Owned Right-of-Way:

The annexation territory contains no State of Iowa right-of-way, but does contain 3.11 acres of Polk County right-of-way.

K. Certification of Compliance with Other Notice Requirements:

A consultation meeting is scheduled to be held on April 10, 2023. Notice of the meeting was sent via certified mail to the Polk County Board of Supervisors and Douglas Township Trustees; and by regular mail to Polk County Planning & Development and Ankeny Community School District. Written comments regarding the proposed annexation may be received by staff within seven days following the meeting.

L. Transition of Taxes:

The City of Ankeny is not offering property tax abatement with this annexation.

M. Identification of Non-Consenting Property Owners and Legal Descriptions:

The representation of non-consenting properties is outlined in the following table and legal descriptions below:

Non-Consenting Properties	Acreage
#3: Richard H. Backus / Marlis J. Backus	2.03
#4: Robert L. Stephenson / Shelli R. Stephenson	1.73
#5: Bradley O. Johnson / Harold C. Tyler / Thomas L. Tyler	0.96
#6: Thomas L. Tyler	1.01
#7: Bradley O. Johnson	1.01
#8: Bradley O. Johnson	1.01
#9: Bradley O. Johnson	3.55
#10: Thomas L. Tyler	6.19
#11: Thomas L. Tyler	1.13
#12: Wayne W. Biehl / Robyn R. Biehl	1.05
#13: Elizabeth Peterson / Derek Peterson	1.10
#14: Andrew W. Swanson / Rhonda L. Swanson	5.35
Total Non-Consenting Properties	26.11

PROPERTY OWNER: RICHARD H. BACKUS & MARLIS J. BACKUS (#3)

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00513-401-000

LEGAL DESCRIPTION: LOT 1, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

PROPERTY AREA: 2.03 ACRES

PROPERTY OWNER: ROBERT L. STEPHENSON & SHELLI R. STEPHENSON (#4)

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00513-403-000

LEGAL DESCRIPTION: LOT 2, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

PROPERTY AREA: 1.73 ACRES

PROPERTY OWNER: BRADLEY O. JOHNSON, HAROLD C. TYLER, & THOMAS L. TYLER (#5)

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00541-201-000

LEGAL DESCRIPTION: LOT 1, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

PROPERTY AREA: 0.96 ACRES

PROPERTY OWNER: THOMAS L. TYLER (#6)

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00541-202-000

LEGAL DESCRIPTION: LOT 2, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

PROPERTY AREA: 1.01 ACRES

PROPERTY OWNER: BRADLEY O. JOHNSON (#7)

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00541-203-000

LEGAL DESCRIPTION: LOT 3, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

PROPERTY AREA: 1.01 ACRES

PROPERTY OWNER: BRADLEY O. JOHNSON (#8)

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00541-204-000

LEGAL DESCRIPTION: LOT 4, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

PROPERTY AREA: 1.01 ACRES

PROPERTY OWNER: BRADLEY O. JOHNSON (#9)

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00541-205-000

LEGAL DESCRIPTION: LOT 5, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

PROPERTY AREA: 3.55 ACRES

PROPERTY OWNER: THOMAS L. TYLER (#10)

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00541-206-000

LEGAL DESCRIPTION: LOT 6, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

PROPERTY AREA: 6.19 ACRES

PROPERTY OWNER: THOMAS L. TYLER (#11)

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00541-207-000

LEGAL DESCRIPTION: LOT 7, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

PROPERTY AREA: 1.13 ACRES

PROPERTY OWNER: WAYNE W. BIEHL & ROBYN R. BIEHL (#12)

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00541-208-000

LEGAL DESCRIPTION: LOT 8, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

PROPERTY AREA: 1.05 ACRES

PROPERTY OWNER: ELIZABETH PETERSON & DEREK PETERSON (#13)

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00541-209-000

LEGAL DESCRIPTION: LOT 9, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

PROPERTY AREA: 1.10 ACRES

PROPERTY OWNER: ANDREW W. SWANSON & RHONDA L. SWANSON (#14)

POLK COUNTY DISTRICT/PARCEL NUMBER: 200/00541-210-000

LEGAL DESCRIPTION: LOT 10, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

PROPERTY AREA: 5.35 ACRES

N. Parcel Acreage and Percentage of Consenting, Non-Consenting, and Public Right-of-Way:

The following table outlines the acreage of each property, as well as road right-of-way, within the annexation territory:

Consenting Properties	Acreage
#1: Hope K Farms, LLC Clayton Mitchell Living Trust	39.65
#2: Hope K Farms, LLC	71.53
Total Consenting Acres	111.18
Non-Consenting Properties	Acreage
#3: Richard H. Backus / Marlis J. Backus	2.03
#4: Robert L. Stephenson / Shelli R. Stephenson	1.73
#5: Bradley O. Johnson / Harold C. Tyler / Thomas L. Tyler	0.96
#6: Thomas L. Tyler	1.01
#7: Bradley O. Johnson	1.01
#8: Bradley O. Johnson	1.01
#9: Bradley O. Johnson	3.55
#10: Thomas L. Tyler	6.19
#11: Thomas L. Tyler	1.13
#12: Wayne W. Biehl / Robyn R. Biehl	1.05
#13: Elizabeth Peterson / Derek Peterson	1.10
#14: Andrew W. Swanson / Rhonda L. Swanson	5.35
Total Non-Consenting Acres	26.11
Total Annexation Acres (minus road right-of-way)	137.29
Polk County Road Right-of-Way	3.11
Total Annexation Acres	140.40

O. Map of Annexation Territory Related to the City of Ankeny:

Maps included depict the annexation territory, consenting landowners, public right-of-way, and the relationship of the annexation territory to Ankeny and surrounding cities.

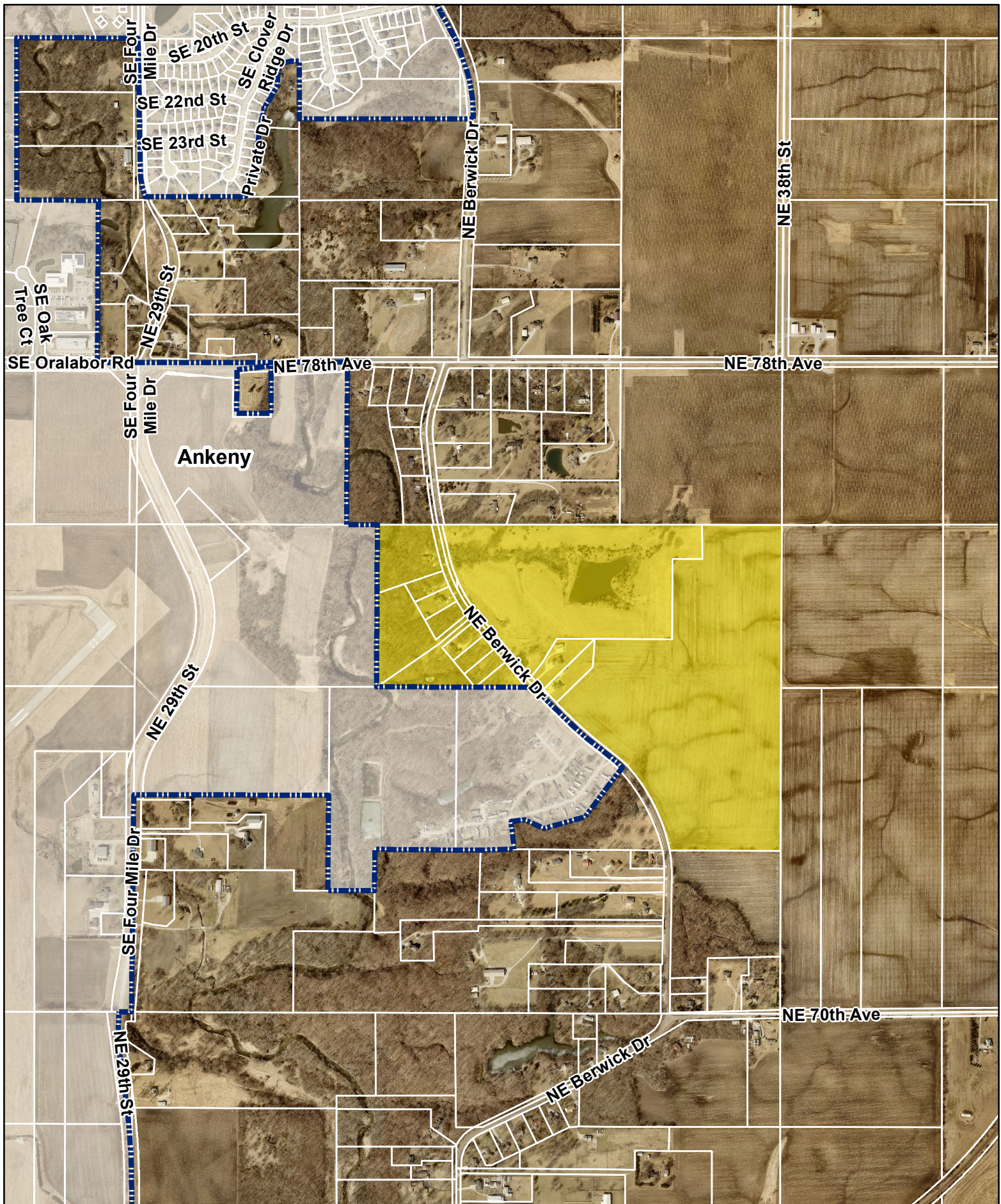
P. Property Taxes:

The following table sets forth an example of the property tax implications between Polk County and the City of Ankeny for a current residential property with an assessed valuation of \$150,000. The City of Ankeny will not be offering any property tax abatement with this annexation.

Jurisdiction	Valuation	Gross Tax
Polk County	\$150,000	\$3,010.05*
City of Ankeny	\$150,000	\$3,368.50*
*These numbers are an example and for reference only.		

Q. Impact on Other Governmental and Quasi-Governmental Entities:

If the annexation is approved, there will be no impact on any other governmental or quasi-governmental entities, except that the public water supply services will be transitioned from Des Moines Water Works to the City of Ankeny in accordance with the agreement for the transition of such services.



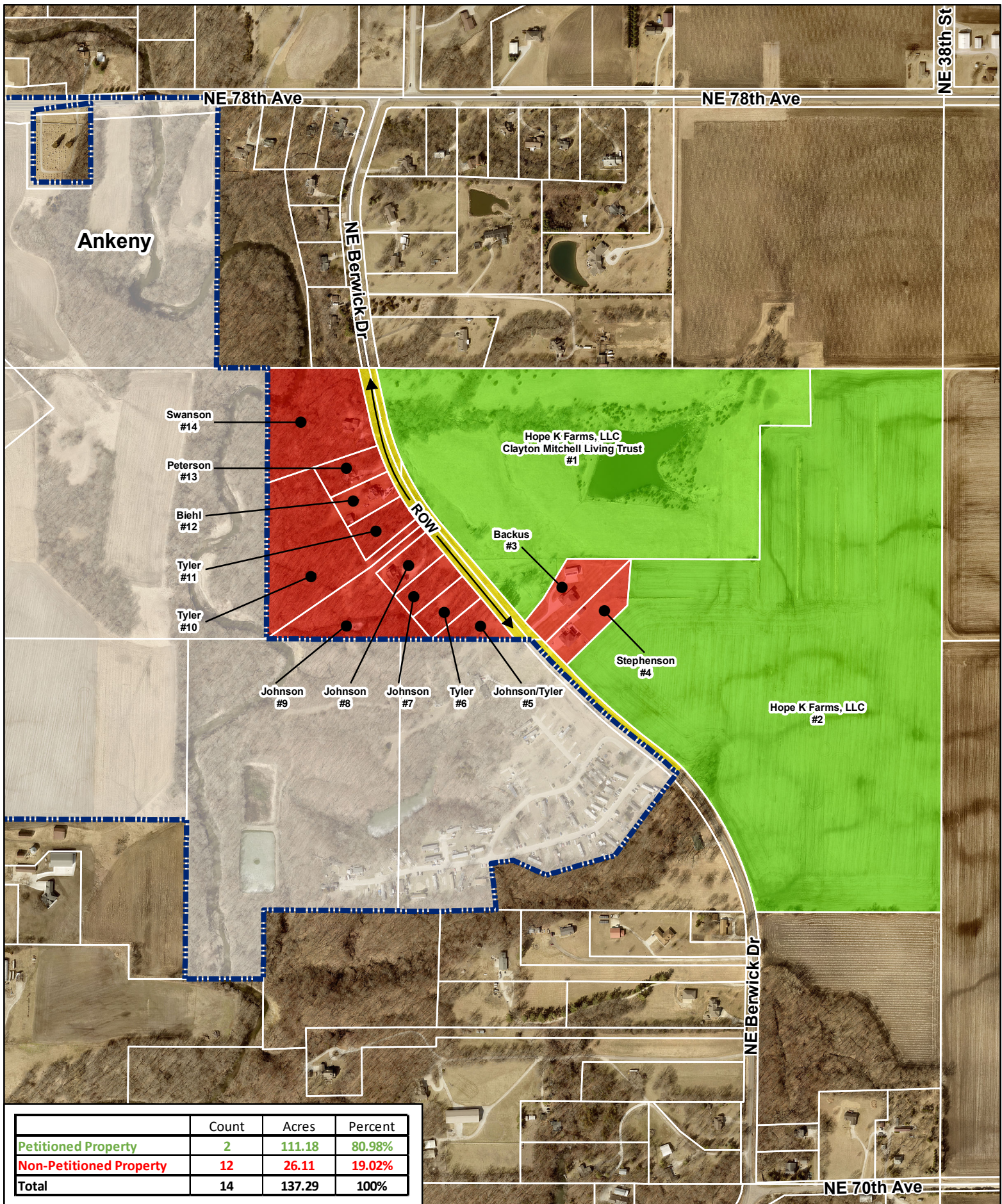
N



1 inch = 1,000 feet

Date: 3/8/2023

**Berwick-ATI Group
80/20 Voluntary Urbanized Annexation**



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 Douglas Township, East of NE Berwick Drive, South of NE 78th Avenue and north of NE 70th Avenue

Legal Description (if necessary, provide attachment) See attached.

Property Owner(s): HOPE K. FARMS, LLC. Clayton Mitchell Living Trust
Address: 4500 Westown Parkway 5929 Booneville Road
Address: West Des Moines, Iowa 50266 West Des Moines, Iowa 50266
Phone #: 515-381-3925 515-480-2125

Signed by: [Signature] **Date:** 03/10/2023

Property Owner Signature *
Reza Kargarzadeh, Manager Hope K Farms
 Name (Print/Type)

[Signature]
Property Owners Signature
Clayton Mitchell, Trustee
 Name (Print/Type)

Date: 03/10/2023

Date: _____

Property Owners Signature

Name (Print/Type)

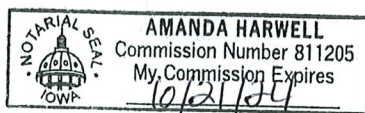
STATE OF IOWA, COUNTY OF POLK, ss

On this 10th day of March, 20 23, 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.

Notary Public in and for Polk County, Iowa

[Signature]

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

On this 10th day of March, 20 23, before me, a Notary Public in and for Polk County, personally appeared Clayton Mitchell, 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

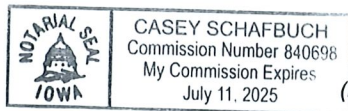
[Signature]

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

On this 13 day of March, 2023, before me, a Notary Public in and for Polk County, personally appeared Eric Bohnenkamp manager (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that Eric Bohnenkamp, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.



(Notary Stamp)

Notary Public in and for Polk County, Iowa

Applicant / Contact Berwick Holdings LLC

Address: 1615 SW main Street #207 Ankeny IA 50023

Phone #: 712-540-3756

Signed by: E. Bohnenkamp

Date: 3.13.23

Applicant/Contact

Eric Bohnenkamp, manager

Name (Print/Type)

*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.

**The Annexation Application will not be considered complete
unless it complies with all the submittal requirements.**

RECEIVED

MAR 13 2023

CITY OF ANKENY

Legal Description

PARCEL 'O', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 15089, PAGE 430 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

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 Douglas Township, East of NE Berwick Drive, South of NE 78th Avenue and north of NE 70th Avenue

Legal Description (if necessary, provide attachment) See attached.

Property Owner(s): HOPE K. FARMS, LLC.

Address: 4500 Westown Parkway

Address: West Des Moines, Iowa 50266

Phone #: 515-381-3925

Signed by:

*Property Owner Signature **

Reza Kargarzadeh, Manager Hope K Farms

Name (Print/Type)

Date:

03/10/2023

Property Owners Signature

Date:

Name (Print/Type)

Property Owners Signature

Date:

Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 10th day of March, 2023, 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.

Notary Public in and Polk County, Iowa

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

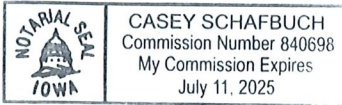
On this _____ day of _____, 20____, before me, a Notary Public in and for Polk County, personally appeared _____, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this 13 day of March, 2023, before me, a Notary Public in and for Polk County, personally appeared Eric Bohnenkamp, to me personally known, who being by me duly sworn, did say that that person is the Manager (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that Eric Bohnenkamp, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.



Notary Public in and for Polk County, Iowa

(Notary Stamp)

Applicant / Contact Berwick Holdings, LLC
Address: 1615 SW Main Street #207 Ankeny IA 50023
Phone #: 712-540-3756
Signed by: E. Bohnenkamp Date: 3-13-23
Applicant/Contact
Eric Bohnenkamp, Manager
Name (Print/Type)

*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.

The Annexation Application will not be considered complete unless it complies with all the submittal requirements.

RECEIVED

MAR 13 2023

CITY OF ANKENY

Legal Description

OUTLOT X, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

Notices mailed by certified mail to:

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

Mary Ellen Cory, Clerk
Douglas Township
10941 NE 56th Street
Elkhart, IA 50073

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

Justin Hutton, Trustee
Douglas Township
7612 NE 46th Street
Bondurant, IA 50035

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

Notices mailed by regular mail to:

Bret VandeLune, Planning and Development
Manager
Polk County
5885 NE 14th Street
Des Moines, IA 50313

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

Meeting Date: April 10, 2023 – 10:00 a.m.

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

Attendance: Eric Carstens, Planning Manager, City of Ankeny
Derek Silverthorn, Associate Planner, City of Ankeny
Mary Ellen Cory, Clerk, Douglas Township
JoAnn Adamson, Trustee, Douglas Township

**Written Comments
Received:** None



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2023-37: Proposed Delaware Ground Storage Reservoir Rehabilitation Project

EXECUTIVE SUMMARY:

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

The Bid Opening for this project was held on Tuesday, May 30, 2023. Ten (10) bids were received as follows:

Tanks Co, Inc. \$241,500.00
Worldwide Industries Corp \$279,290.00
Viking Painting, LLC \$288,700.00
Classic Protective Coatings \$317,950.00
O & J Coatings \$321,000.00
G & L Sandblasting \$347,000.00
MW Cole Construction \$347,000.00
The Osseo Construction Co. \$395,500.00
McGill Restoration \$459,205.00
TMI Coatings \$509,000.00

The Engineer's Estimate for the project was \$307,000.00. The bids ranged from approximately 21% below to 66% above the estimate. The City reviewed the bid results both internally and with the project's engineering consultant. We have checked references of this contractor and it sounds like they have successfully completed previous projects within budget and on schedule. it is recommended that the project be awarded to Tanks Co, Inc., of Fort Worth, Texas.

Pending project approval and award by City Council, the contractor will have until October 20, 2023, to complete the project, with a starting date of no earlier than September 11, 2023.

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost (\$307,000.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the Delaware Ground Storage Reservoir Rehabilitation Project.

3. Receive and file the report of bids received on May 30, 2023.
4. Approve Resolution, making award of construction contract to Tanks Co, Inc., of Fort Worth, Texas.
5. Approve Resolution, approving contract and bonds with Tanks Co, Inc., in the amount of \$241,500.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

April 7, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as May 9, 2023, and setting the public hearing date as May 15, 2023.

May 15, 2023: The City Council approved a postponement of the bid opening date to May 30, 2023 and setting the public hearing date as June 5, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-37.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Resolution - Adopt Plans & Specs
Bid Sheet
Bid Tabulation
Resolution - Making Award
Resolution - Approving contract
Project Location Map



PUBLIC HEARING 2023-37

5:30 P.M.

JUNE 5, 2023

PROPOSED DELAWARE GROUND STORAGE RESERVOIR REHABILITATION

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

Mayor:

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

City Clerk:

None in the Clerk’s Office

Mayor:

“I would like to request, at this time, Don Clark, Municipal Utilities Director, provide a report to the Council on said project.”

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2023-37.

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 DELAWARE GROUND STORAGE RESERVOIR REHABILITATION", 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
DELAWARE GROUND STORAGE RESERVOIR
REHABILITATION

WHEREAS, on the **2nd** day of **June**, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Delaware Ground Storage Reservoir Rehabilitation; 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 5th day of June, 2023.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



BID LETTING

10:30 A.M.

MAY 30, 2023

DELAWARE GROUND STORAGE RESERVOIR REHABILITATION

The purpose of this meeting is to receive, open and tabulate bids for construction of the Delaware Ground Storage Reservoir Rehabilitation project in accordance with the Plans and Specifications prepared by Dixon Engineering.

Don Clark, Municipal Utilities Director

Project Estimate of Cost \$ 307,000⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ✓	Classic Protective Coatings N 7670 State Rd 25 Menomonie WI 54751	317950 ⁰⁰	
2) ✓	TMT Coatings 3291 Terminal Dr St Paul MN 55121	509000 ⁰⁰	✓
3) ✓	Worldwide Industries Corp 470 Mitchell Hill Rd Butler PA 16003-1681	279290 ⁰⁰	✓
4) ✓	O + J Coatings Inc 1720 Cynthia Ln Hurst TX 76054	321000 ⁰⁰	✓
5) ✓	G + L Tank Sandblasting 2101 Hwy 64 W Shelbyville TN 37160	347000 ⁰⁰	✓
A 6) ✓ under down	Tankco Inc 1516 Royster Rd Fort Worth TX 76134	241500 ⁰⁰	✓

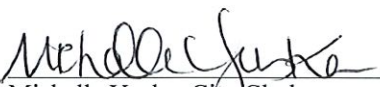
*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) ✓	m.w. Cole Construction 2989 Bonifay Path The Villages FL 32163	347,900 ⁰⁰	✓
8) ✓	The Osseo Construction LLC PO Box 143 Osseo WI 54758	395,500 ⁰⁰	✓
9) ✓	Viking Painting LLC 10905 Harrison St La Vista NE 68128	288,700 ⁰⁰	✓
10) ✓	McGill Restoration 2821 Grebe St Omaha NE 68112	459,205 ⁰⁰	✓
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 5, 2023 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Don Clark, Municipal Utilities Director

**Ankeny, Iowa - Delaware Ground Storage Reservoir
2023 Water Tower Painting Project**

	TMI Coatings	O&J Coatings	Worldwide	Viking Ind.	MW Cole	G&L Tank	Classic Prot.	Osseo Con.	McGill Rest.	Tanks Co.
Ground Storage Reservoir Mod.										
Sidewall Manway (1)	12,000	10,000	16,950	9,500	10,000	6,500	9,500	11,000	15,134	6,000
Overflow Pipe Discharge Mod. (2)	5,000	5,000	5,850	5,500	5,000	1,500	3,600	7,000	18,384	5,500
Sidewall Platform (3)	23,000	8,000	7,270	10,500	15,000	10,000	15,700	7,000	17,680	8,000
Ladder Mod. & Vandal Guard (4)	9,000	3,000	8,900	8,300	6,000	9,500	3,500	5,000	11,344	8,200
Roof Vent (5)	13,000	10,000	7,100	10,000	9,000	6,500	7,000	11,000	21,592	11,500
Roof Handrail & Painter's Rail (6)	27,000	15,000	22,400	24,000	20,000	16,500	25,900	30,000	28,463	24,800
Ground Storage Reservoir Coating										
Exterior Repaint w/ Containment (7)	366,000	230,000	164,610	175,700	249,000	260,000	213,000	274,000	295,583	141,500
Lettering & Logo (8)	10,000	10,000	13,100	5,500	4,000	9,000	7,500	18,000	13,820	8,000
Ground Storage Reservoir Equipment										
Cathodic Protection (9)	44,000	30,000	33,110	39,700	29,000	27,500	32,250	32,500	37,205	28,000
Project Total	509,000	321,000	279,290	288,700	347,000	347,000	317,950	395,500	459,205	241,500
Bid Bond	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%

Corrected

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE DELAWARE GROUND STORAGE RESERVOIR REHABILITATION", and moved:

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE DELAWARE GROUND STORAGE
RESERVOIR REHABILITATION

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 Delaware Ground Storage Reservoir Rehabilitation, described in the plans and specifications heretofore adopted by this Council on June 5, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **TanksCo Inc.** of **Fort Worth, TX**

Amount of bid: **\$241,500.00**

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 5th day of June, 2023.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE DELAWARE GROUND STORAGE RESERVOIR REHABILITATION", 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 DELAWARE GROUND STORAGE
RESERVOIR REHABILITATION

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 Delaware Ground Storage Reservoir Rehabilitation, 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: **TanksCo Inc.** of **Fort Worth, TX**

Amount of bid: **\$241,500.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 5th day of June, 2023.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



Delaware Ground Storage Reservoir Rehabilitation Project



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-38: Proposed Creekside Park Improvements

EXECUTIVE SUMMARY:

Creekside Park improvements include grading, installation of PCC paving, playground equipment with poured-in-place rubber surface, and permanent seeding.

Other associated improvements include drinking fountain installation, open shelter structure (ADD ALT), erosion control, temporary traffic control, tree planting, and miscellaneous work necessary to complete the project.

The bid opening for this project was held on Tuesday, May 30, 2023. Three (3) bids were received as follows:

1. Howrey Construction, Inc.

Base Bid \$218,190.50

Add-Alt \$56,860.00

2. Caliber Concrete, LLC

Base Bid \$265,047.96

Add-Alt \$45,878

3. GTG Construction, LLC

Base Bid \$300,284.35

Add-Alt \$68,220.00

The Engineer's Estimate for the project was a based bid of \$194,129.50, and an add alternate of \$30,040.00. The low base bid was approximately 12% above the estimate. Parks & Recreation Department staff reviewed the bid results both internally and with the project's engineering consultant. It is recommended to omit the add-alternate from the project and award the base bid portion to Howrey Construction, Inc. 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 23, 2023, and shall fully complete the project no later than October 27, 2023.

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost (Base Bid \$194,129.50; Add-Alt \$30,040.00' Total \$224,169.50).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the Creekside Park Development project.

3. Receive and file the report of bids received on May 30, 2023.

4. Approve Resolution, making award of construction contract to Howrey Construction, Inc., of Rockwell City, Iowa.

5. Approve Resolution, approving contract and bonds with Howrey Construction, Inc., in the amount of \$218,190.50.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

May 1, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as May 30, 2023, and setting the public hearing date as June 5, 2023.

PUBLIC OUTREACH EFFORTS:

A project information letter will go out to neighboring park residents regarding the project's award and construction timeline.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-38.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Cover Sheet
 Resolution - Adopt Plans & Specs
 Bid Sheet
 Bid Tab
 Resolution - Making Award
 Resolution - Approving contract
 Location Map
 Contract



PUBLIC HEARING 2023-38

5:30 P.M.

JUNE 5, 2023

PROPOSED 2023 CREEKSIDE 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 2023 Creekside Park Improvements project. Notice of this hearing was published in the Des Moines Register on the 19th day of May, 2023.

Mayor:

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

City Clerk:

None in the Clerk’s Office

Mayor:

“I would like to request, at this time, 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 2023-38.

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 2023 CREEKSIDE 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 2023 CREEKSIDE PARK IMPROVEMENTS

WHEREAS, on the **2nd** day of **June**, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2023 Creekside 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 5th day of June, 2023.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Whereupon, there was received and filed the City Manager or his designee's report of the bids received on May 30, 2023, at 10:30 A.M., and publicly opened pursuant to the resolution of the Council and notice duly posted for construction of certain public improvements described in general as the 2023 Creekside Park Improvements, in accordance with the plans and specifications now adopted, as attached following:

(Attach copy of report of bids received)

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023 CREEKSIDE 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 _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE 2023 CREEKSIDE 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 2023 Creekside Park Improvements, described in the plans and specifications heretofore adopted by this Council on June 5, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: _____ of _____

Amount of bid: _____

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 5th day of June, 2023.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(SEAL)

ITEM TO INCLUDE ON AGENDA

CITY OF ANKENY, IOWA

- Resolution approving construction contract and bond for the construction of the 2023 Creekside Park Improvements.

NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE CITY.

_____, 2023

The City Council of the City of Ankeny, State of Iowa, met in _____ session, in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2023 CREEKSIDE 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 APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE 2023 CREEKSIDE 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 2023 Creekside 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: _____ of _____

Amount of bid: _____

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(SEAL)

Report of Opening of Construction Bids

A public meeting was held at 10:30 A.M., on May 30, 2023, at the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, presided over by the City Manager of the City of Ankeny, State of Iowa.

Present were:

The City Manager thereupon announced that a purpose of this meeting was to receive, open and tabulate bids for the construction of the 2023 Creekside Park Improvements, in accordance with the plans and specifications heretofore filed with the Clerk. The following bids were thereupon received, opened, inspected and tabulated, to-wit:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
-----------------------------------	----------------------

Whereupon the City Manager declared that all bids have been received and that the City Council will consider and act on the bids at its meeting as provided in the notice to bidders heretofore posted.

City Manager

ATTEST:

City Clerk



BID LETTING

10:30 A.M.

MAY 30, 2023

2023 CREEKSIDE PARK IMPROVEMENTS

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2023 Creekside Park Improvements project, in accordance with the Plans and Specifications prepared by Nilles Associates.

Nick Lenox, Parks & Recreation Director

Project Estimate of Cost \$ 224,169.50 Base Bid \$ 191,279.50 Alternate Bid 30040⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ☒	Caliber Concrete LLC 309 Audubon St Adair IA 50002	TTL <u>310925⁰⁰</u> Alt. _____ Base _____	_____
2) ☒	Howrey Construction 316 Austin St Rockwell City IA 50579	TTL <u>275050⁰⁰</u> Alt. <u>56800.00</u> * Base: <u>218190.50</u>	_____
3) ☒	GTC Construction LLC 6505 Merle Hwy Rd Johnston IA 50131	TTL <u>362504.35</u> Alt. <u>62220.00</u> Base <u>300284.35</u>	_____
4) _____	_____	Alt. _____	_____
5) _____	_____	Alt. _____	_____
6) _____	_____	Alt. _____	_____

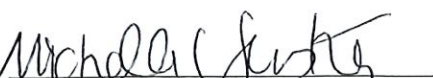
*Apparent Low Bidder

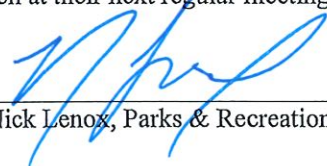
Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	_____ _____ _____	_____ Alt. _____	_____
8) _____	_____ _____ _____	_____ Alt. _____	_____
9) _____	_____ _____ _____	_____ Alt. _____	_____
10) _____	_____ _____ _____	_____ Alt. _____	_____
11) _____	_____ _____ _____	_____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

*Apparent Low Bidder

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

ATTEST:


Diane Klemme, Deputy City Clerk
Michelle Yuska


Nick Lenox, Parks & Recreation Director

BID TABULATION
Creekside Park Improvements
City of Ankeny - Parks & Recreation
May 30, 2023, 10:30 am

City of Ankeny Parks & Recreation May 30, 2023, 10:30 am						1		2		3	
				Engineer's Opinion of Cost		Howrey Construction, Inc. 316 Austin Street Rockwell City, IA 50579		Caliber Concrete, LLC 309 Audubon Street Adair, IA 50002		GTG Construction, LLC PO Box 917 Johnston, IA 50131	
				Probable Cost							
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
	EARTHWORK										
2.01	Topsoil, On-Site, 4" Depth	CY	277	\$17.00	\$4,709.00	\$30.00	\$8,310.00	\$16.63	\$4,606.51	\$23.15	\$6,412.55
2.02	Excavation, Class 10	CY	97	\$12.50	\$1,212.50	\$77.50	\$7,517.50	\$97.35	\$9,442.95	\$38.55	\$3,739.35
	WATER MAINS AND APPURTENANCES										
5.01	Drinking Fountain Connection, Installation & Sump Pit	LS	1	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$4,900.00	\$4,900.00	\$17,335.00	\$17,335.00
	CONCRETE AND RELATED WORK										
7.01	Removal of Sidewalk	SY	12	\$140.00	\$1,680.00	\$41.75	\$501.00	\$15.00	\$180.00	\$71.00	\$852.00
7.02	Sidewalk, PCC, 4-Inch, Non-Reinforced	SY	150	\$60.00	\$9,000.00	\$151.00	\$22,650.00	\$94.30	\$14,145.00	\$96.00	\$14,400.00
7.03	Playground Pad, PCC, 4-Inch, Reinforced	SY	380	\$70.00	\$26,600.00	\$78.00	\$29,640.00	\$99.00	\$37,620.00	\$170.50	\$64,790.00
7.04	Sidewalk Assurance Testing	LS	1	\$1,100.00	\$1,100.00	\$650.00	\$650.00	\$1,200.00	\$1,200.00	\$1,385.00	\$1,385.00
7.05	Poured-in-Place Rubber Surfacing	SF	3,185	\$22.00	\$70,070.00	\$19.00	\$60,515.00	\$26.00	\$82,810.00	\$22.25	\$70,866.25
7.06	Playground Equipment and Footings	LS	1	\$35,000.00	\$35,000.00	\$45,000.00	\$45,000.00	\$65,630.00	\$65,630.00	\$44,370.00	\$44,370.00
	TRAFFIC CONTROL										
8.01	Traffic Control	LS	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
	SITE WORK AND LANDSCAPING										
9.01	Conventional Seeding, Type 1 (Permanent Lawn Mixture)	AC	0.5	\$2,750.00	\$1,375.00	\$8,500.00	\$4,250.00	\$2,500.00	\$1,250.00	\$3,300.00	\$1,650.00
9.02	Trees, Deciduous, 2" Caliper	EA	5	\$600.00	\$3,000.00	\$800.00	\$4,000.00	\$900.00	\$4,500.00	\$660.00	\$3,300.00
9.03	Temporary RECP, Type 2.D (Short-term)	SY	125	\$20.00	\$2,500.00	\$7.50	\$937.50	\$5.00	\$625.00	\$5.60	\$700.00
9.04	Wattles, 9-Inch Dia.	LF	260	\$5.00	\$1,300.00	\$4.25	\$1,105.00	\$3.00	\$780.00	\$3.50	\$910.00
9.05	Wattles, 9-Inch Dia., Removal	LF	260	\$1.00	\$260.00	\$2.25	\$585.00	\$1.00	\$260.00	\$1.15	\$299.00
9.06	Silt Fence	LF	383	\$5.00	\$1,915.00	\$4.25	\$1,627.75	\$2.50	\$957.50	\$3.30	\$1,263.90
9.07	Silt Fence, Removal	LF	383	\$1.00	\$383.00	\$2.25	\$861.75	\$1.00	\$383.00	\$1.10	\$421.30
9.08	Stabilized Construction Entrance	SY	85	\$20.00	\$1,700.00	\$35.00	\$2,975.00	\$20.00	\$1,700.00	\$75.00	\$6,375.00
9.09	Erosion Control Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	1	\$4,900.00	\$4,900.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00
9.10	Inlet Protection Device, Drop-In	EA	2	\$290.00	\$580.00	\$200.00	\$400.00	\$350.00	\$700.00	\$275.00	\$550.00
9.11	Inlet Protection Device, Maintenance	EA	3	\$115.00	\$345.00	\$55.00	\$165.00	\$350.00	\$1,050.00	\$55.00	\$165.00
	MISCELLANEOUS										
11.01	Mobilization	LS	1	\$14,000.00	\$14,000.00	\$14,250.00	\$14,250.00	\$27,308.00	\$27,308.00	\$53,000.00	\$53,000.00
11.02	Concrete Washout	LS	1	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
TOTAL BASE BID:						\$194,129.50		\$218,190.50		\$300,284.35	
TOTAL ON BID PROPOSAL:								\$218,190.50		\$265,047.96	
	ADD-ALTERNATE										
12.01	Shelter Pad, PCC, 5-Inch, Reinforced	SY	72	\$70.00	\$5,040.00	\$130.00	\$9,360.00	\$99.00	\$7,128.00	\$135.00	\$9,720.00
12.02	Shelter and Footings	LS	1	\$25,000.00	\$25,000.00	\$47,500.00	\$47,500.00	\$38,750.00	\$38,750.00	\$53,000.00	\$53,000.00
TOTAL ADD ALTERNATE:						\$30,040.00		\$56,860.00		\$62,720.00	
TOTAL ON ADD ALTERNATE:								\$56,860.00		\$62,220.00	

\$62,220.00

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023 CREEKSIDE 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 _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE 2023 CREEKSIDE 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 2023 Creekside Park Improvements, described in the plans and specifications heretofore adopted by this Council on June 5, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Howrey Construction, Inc. of Rockwell City, IA

Amount of bid: \$218,190.50

Portion of project: All construction work

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

PASSED AND APPROVED this 5th day of June, 2023.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2023 CREEKSIDE 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 2023 CREEKSIDE 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 2023 Creekside 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: **Howrey Construction, Inc.** of **Rockwell City, IA**

Amount of bid: **\$218,190.50**

Bond surety: _____

Date of bond: _____

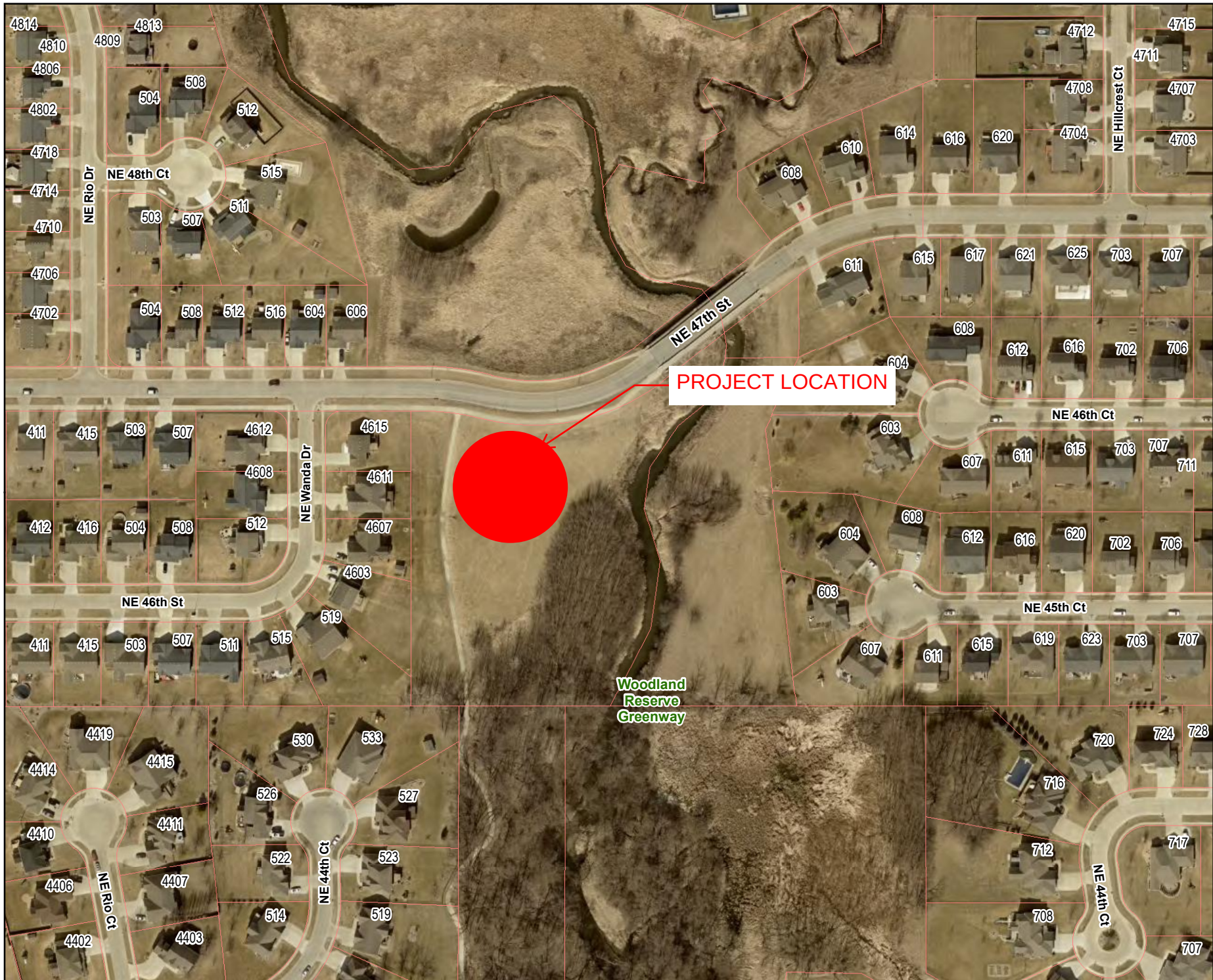
Portion of project: All construction work

PASSED AND APPROVED this 5th day of June, 2023.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



CREEKSIDE PARK LOCATION MAP
Map is for Locational Purposes Only.

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 5th day of May, 2023, 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., hereinafter called the "Contractor."

WITNESSETH:

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

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

2023 Creekside Park Improvements

Project improvements include grading, installation of PCC paving, playground equipment with poured-in-place rubber surface, and permanent seeding.

Other associated improvements include drinking fountain installation, open shelter structure (ADD ALT), erosion control, temporary traffic control, tree planting, and miscellaneous work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of two hundred eighteen thousand one hundred ninety and 50/100 DOLLARS (\$218,190.50), 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 overall project no later than **October 27, 2023**. Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By _____

(Seal)
ATTEST:

CONTRACTOR:

Howrey Construction, Inc.
Contractor

By _____
Signature

Title

316 Austin Street
Street Address

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

NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK				
2.01	Topsoil, On-Site, 4" Depth	CY	277	\$30.00	\$8,310.00
2.02	Excavation, Class 10	CY	97	\$77.50	\$7,517.50
	WATER MAINS AND APPURTENANCES				
5.01	Drinking Fountain Connection, Installation & Sump Pit	LS	1	\$7,000.00	\$7,000.00
	CONCRETE AND RELATED WORK				
7.01	Removal of Sidewalk	SY	12	\$41.75	\$501.00
7.02	Sidewalk, PCC, 4-Inch, Non-Reinforced	SY	150	\$151.00	\$22,650.00
7.03	Playground Pad, PCC, 4-Inch, Reinforced	SY	380	\$78.00	\$29,640.00
7.04	Sidewalk Assurance Testing	LS	1	\$650.00	\$650.00
7.05	Poured-in-Place Rubber Surfacing	SF	3185	\$19.00	\$60,515.00
7.06	Playground Equipment and Footings	LS	1	\$45,000.00	\$45,000.00
	TRAFFIC CONTROL				
8.01	Traffic Control	LS	1	\$1,500.00	\$1,500.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding, Type 1 (Permanent Lawn Mixture)	AC	0.5	\$8,500.00	\$4,250.00
9.02	Trees, Deciduous, 2" Caliper	EA	5	\$800.00	\$4,000.00
9.03	Temporary RECP, Type 2.D (Short-term)	SY	125	\$7.50	\$937.50
9.04	Wattles, 9-Inch Dia.	LF	260	\$4.25	\$1,105.00
9.05	Wattles, 9-Inch Dia., Removal	LF	260	\$2.25	\$585.00
9.06	Silt Fence	LF	383	\$4.25	\$1,627.75
9.07	Silt Fence, Removal	LF	383	\$2.25	\$861.75
9.08	Stabilized Construction Entrance	SY	85	\$35.00	\$2,975.00

9.09	Erosion Control Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	1	\$3,000.00	\$3,000.00
9.10	Inlet Protection Device, Drop-In	EA	2	\$200.00	\$400.00
9.11	Inlet Protection Device, Maintenance	EA	3	\$55.00	\$165.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$14,250.00	\$14,250.00
11.02	Concrete Washout	LS	1	\$750.00	\$750.00

TOTAL AMOUNT BASE BID = \$218,190.50

	ADD-ALTERNATE ITEMS				
12.01	Shelter Pad, PCC, 5-Inch, Reinforced	SY	72	\$130.00	\$9,360.00
12.02	Shelter and Footings	LS	1	\$47,500.00	\$47,500.00

TOTAL AMOUNT ADD-ALTERNATE BID = \$56,860.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Howrey Construction, Inc., as Principal (hereinafter the “Contractor” or “Principal”) and _____, 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 eighteen thousand one hundred ninety and 50/100 DOLLARS (\$218,190.50), 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 5th day of May, 2023, (hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvement:

2023 Creekside Park Improvements

Project improvements include grading, installation of PCC paving, playground equipment with poured-in-place rubber surface, and permanent seeding.

Other associated improvements include drinking fountain installation, open shelter structure (ADD ALT), erosion control, temporary traffic control, tree planting, and miscellaneous work necessary to complete the project.

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this _____ day of _____, 20____.

PRINCIPAL:

Howrey Construction, Inc.

Contractor

By

Signature

Title

SURETY:

Surety Company

By

Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

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



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Public Hearing

LEGAL:
No Review Required

SUBJECT:
PH 2023-39: Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2023

EXECUTIVE SUMMARY:
The FY 2023 budget amendment includes the following changes:

- Amended revenues include increases in hotel/motel taxes, utility franchise taxes and recreation program fees.
- Amended expenditures include increases related to acquisition of water territory, hotel/motel tax commitments, operation of Prairie Ridge Sports Complex soccer concessions, purchase and replacement of public safety equipment, refunds and vehicle and equipment repairs and maintenance.

FISCAL IMPACT: **Yes**
Overall, the budget amendment results in no change to the projected ending fund balance at June 30, 2023.

CITY MANAGER'S RECOMMENDATIONS:
Recommend proposed amendment of current budget for fiscal year ending June 30, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Notice of public hearing was published in the Des Moines Register on May 22, 2023.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-39.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution
 FY 2023 Budget Amendment Detail



PUBLIC HEARING 2023-39

5:30 P.M.

JUNE 5, 2023

AMENDMENT OF CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2023

Mayor:

This is the time and place for a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023 by changing estimates of revenue and expenditure appropriations.

There will be no increase in tax levies to be paid. Any increase in expenditures set out will be met from the increase of non-property tax revenues and cash balances not budgeted or considered in this current budget.

Notice of this hearing was published in the Des Moines Register on the 22nd day of May 2023.

Mayor:

"Has any written correspondence been received regarding the proposed amendment?"

City Clerk:

None in the Clerk's Office

Mayor:

"I would like to request, at this time, Jennifer Sease, Administrative Services Director, provide a report to the Council on this proposed amendment."

After Staff Report:

"Is there anyone present that wishes to be heard for or against the said amendment?"

Consider **MOTION** to close public hearing 2023-39.

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

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2023 - AMENDMENT # 2

To the Auditor of POLK County, Iowa:

The City Council of ANKENY in said County/Counties met on 06/05/2023 05:30 PM, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. 2023-245**A RESOLUTION AMENDING THE CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 2023****(AS LAST CERTIFIED OR AMENDED ON 03/20/2023)****Be it Resolved by the Council of City of ANKENY**

Section 1. Following notice published/posted 05/22/2023 and the public hearing held 06/05/2023 05:30 PM the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at the hearing:

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	45,079,675	0	45,079,675
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	45,079,675	0	45,079,675
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	9,902,142	0	9,902,142
Other City Taxes	6	3,904,624	485,000	4,389,624
Licenses & Permits	7	2,258,500	0	2,258,500
Use of Money & Property	8	3,340,730	0	3,340,730
Intergovernmental	9	13,501,402	0	13,501,402
Charges for Service	10	46,175,837	53,000	46,228,837
Special Assessments	11	277,158	0	277,158
Miscellaneous	12	5,643,743	0	5,643,743
Other Financing Sources	13	36,152,451	0	36,152,451
Transfers In	14	18,024,759	125,000	18,149,759
Total Revenues & Other Sources	15	184,261,021	663,000	184,924,021
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	28,446,365	252,200	28,698,565
Public Works	17	8,874,935	34,000	8,908,935
Health and Social Services	18	0	0	0
Culture and Recreation	19	10,862,102	159,300	11,021,402
Community and Economic Development	20	5,268,193	0	5,268,193
General Government	21	4,916,162	0	4,916,162
Debt Service	22	24,205,486	0	24,205,486
Capital Projects	23	45,745,401	0	45,745,401
Total Government Activities Expenditures	24	128,318,644	445,500	128,764,144
Business Type/Enterprise	25	60,708,849	92,500	60,801,349
Total Gov Activities & Business Expenditures	26	189,027,493	538,000	189,565,493
Transfers Out	27	18,024,759	125,000	18,149,759
Total Expenditures/Transfers Out	28	207,052,252	663,000	207,715,252
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-22,791,231	0	-22,791,231
Beginning Fund Balance July 1, 2022	30	149,746,442	0	149,746,442
Ending Fund Balance June 30, 2023	31	126,955,211	0	126,955,211

Explanation of Changes: Amended revenues include increases in hotel/motel taxes, utility franchise taxes and recreation program fees. Amended expenditures include increases related to acquisition of water territory, hotel/motel tax commitments, operation of Prairie Ridge Sports Complex soccer concessions, purchase and replacement of public safety equipment, refunds and vehicle and equipment repairs and maintenance.

06/05/2023

City Clerk/Administrator Signature of Certification

Adopted On

Mayor Signature of Certification

FY 2023 Budget Amendment Detail

Budget Code	Line Item	Amendment Line	Fund	Department	Description	Amount
Revenues & Other Financing Sources						
100.4885.3261	Hotel/Motel Tax	Other City Taxes	General	Finance	Hotel/Motel Taxes	\$ 125,000
100.4885.3266	Utility Franchise Tax	Other City Taxes	General	Finance	Utility Franchise Taxes	360,000
100.2442.3615	Special Program Fees	Charges for Services	General	Recreation	Special Program Fees	11,000
100.2442.3616	Recreation Program Fees	Charges for Services	General	Recreation	Recreation Program Fees	23,000
100.2443.3611	Season Passes	Charges for Services	General	Community Centers	Senior Community Center Memberships	11,000
100.2443.3616	Recreation Program Fees	Charges for Services	General	Community Centers	Recreation Program Fees	8,000
233.2233.5328	Equity/Expense Transfer	Transfers In	Hotel/Motel Tax	Hotel/Motel Tax	Hotel/Motel Taxes	125,000
Total Revenues and Other Sources						\$ 663,000
Expenditures & Other Financing Uses						
100.1111.4212	Legal & Recording Services	Public Safety	General	Police Administration	Legal Services	\$ 12,000
100.1112.4271	Revolving Services	Public Safety	General	Police Operations	Vehicle Repairs & Maintenance	18,000
100.1112.4272	Vehicle & Equipment Services	Public Safety	General	Police Operations	Vehicle Repairs & Maintenance	3,000
100.1112.4354	Minor Equipment	Public Safety	General	Police Operations	Drone	16,000
100.1112.4382	Vehicles & Motorized Equipment Maintenance Supplies	Public Safety	General	Police Operations	Vehicles & Motorized Equipment Maintenance Supplies	7,000
100.1112.4427	Vehicles	Public Safety	General	Police Operations	In Car Video System	11,500
100.1141.4380	Building Maintenance Supplies	Public Safety	General	Fire Administration	Building Maintenance Supplies	6,000
100.1142.4272	Vehicle & Equipment Services	Public Safety	General	Fire Suppression	Vehicle Repairs & Maintenance	51,000
100.1142.4382	Vehicles & Motorized Equipment Maintenance Supplies	Public Safety	General	Fire Suppression	Vehicles & Motorized Equipment Maintenance Supplies	20,000
100.1144.4354	Minor Equipment	Public Safety	General	Emergency Medical Services	Replace Chest Compression Systems (2)	19,700
100.1460.4297	Refunds	Public Safety	General	Code Enforcement	Building Permit Refunds	10,000
100.1460.4382	Vehicles & Motorized Equipment Maintenance Supplies	Public Safety	General	Code Enforcement	Vehicles & Motorized Equipment Maintenance Supplies	4,000
290.1290.4118	MFPRSI	Public Safety	Police & Fire Retirement	Police & Fire Retirement	Military Earnable Compensation	74,000
260.3265.4271	Revolving Services	Public Works	Road Use Tax Fund	Traffic Safety	Vehicle Repairs & Maintenance	16,000
260.3265.4272	Vehicle & Equipment Services	Public Works	Road Use Tax Fund	Traffic Safety	Vehicle Repairs & Maintenance	2,000
260.3265.4288	Lights & Signals Services	Public Works	Road Use Tax Fund	Traffic Safety	Traffic Signal Repairs & Maintenance	10,000
260.3265.4382	Vehicles & Motorized Equipment Maintenance Supplies	Public Works	Road Use Tax Fund	Traffic Safety	Vehicles & Motorized Equipment Maintenance Supplies	6,000
100.2331.4297	Refunds	Culture & Recreation	General	Library	Refunds	3,000
100.2441.4380	Building Maintenance Supplies	Culture & Recreation	General	Park Maintenance	Building Maintenance Supplies	8,000
100.2442.4292	Special Program/Events - Services	Culture & Recreation	General	Recreation	Recreation Programming - Contracted Services	20,000
100.2442.4295	Sales, Property & Other Taxes	Culture & Recreation	General	Recreation	Sales Tax	2,000
100.2442.4343	Special Program/Events - Supplies	Culture & Recreation	General	Recreation	Recreation Programming - Supplies	3,000
100.2444.4227	Land & Tree Services	Culture & Recreation	General	Aquatic Centers	Facilities Landscaping Improvements	14,500
100.2445.4380	Building Maintenance Supplies	Culture & Recreation	General	Prairie Ridge Sports Complex	Building Maintenance Supplies	8,000
100.2446.4103	Temporary Wages	Culture & Recreation	General	Hawkeye Park Sports Complex	Prairie Ridge Sports Complex Soccer Concessions	16,000
100.2446.4116	FICA	Culture & Recreation	General	Hawkeye Park Sports Complex	Prairie Ridge Sports Complex Soccer Concessions	1,300

FY 2023 Budget Amendment Detail

100.2446.4261	Dues, Memberships & Licenses	Culture & Recreation	General	Hawkeye Park Sports Complex	Prairie Ridge Sports Complex Soccer Concessions	500
100.2446.4372	Food and Beverage	Culture & Recreation	General	Hawkeye Park Sports Complex	Prairie Ridge Sports Complex Soccer Concessions	10,000
100.2446.4380	Building Maintenance Supplies	Culture & Recreation	General	Hawkeye Park Sports Complex	Prairie Ridge Sports Complex Soccer Concessions	1,000
233.2233.4291	Contributions - Pay to Others	Culture & Recreation	Hotel/Motel Tax	Hotel/Motel Tax	Hotel/Motel Tax Commitments	72,000
510.3510.4291	Contributions - Pay to Others	Business Type/Enterprises	Water	Water Administration	Berwick Water Service Territory Acquisition	69,600
510.3510.4297	Refunds	Business Type/Enterprises	Water	Water Administration	Refunds	5,000
510.3512.4270	Building Maintenance Services	Business Type/Enterprises	Water	Water Maintenance	Building Maintenance Services	6,000
510.3512.4283	Pump Station Services	Business Type/Enterprises	Water	Water Maintenance	Valve Replacement	5,000
510.3512.4397	Water Meter Maintenance Supplies	Business Type/Enterprises	Water	Water Maintenance	Hydrant Water Meters	6,900
100.4885.5428	Equity/Expense Transfer	Transfers Out	General	Finance	Hotel/Motel Taxes	125,000
Total Expenditures/Transfers Out						\$ 663,000
Revenue Over (Under) Expenditures						\$ -
Non-Program (Unbudgeted Funds)						
720.5720.4256	Property and Liability Claims	Non-Program	Risk Management	Risk Management	Property and Liability Claims	\$ 20,000
Total Non-Program Expenditures						\$ 20,000



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of May 15, 2023, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Monday, May 15, 2023 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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

PUBLIC FORUM

1. Mary Jo Blumer, 1723 SW Franklin Dr, expressed concerns about residents not properly draining pools and request council consider an update to code.

APPROVAL OF AGENDA

1. Council Member Bentz moved, Shafer seconded, to approve and accept the May 15, 2023 agenda as presented. Ayes: 4.

PUBLIC HEARING

1. PH. Mayor Holm announced the public hearing on the proposed Delaware Ground Storage Reservoir Rehabilitation Project is cancelled and rescheduled for June 5, 2023.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of May 1, 2023, as published.
2. Receive and file minutes of the Human Rights Commission meeting of March 23, 2023.
3. Receive and file minutes of the Civil Service Commission meeting of April 11, 2023.
4. Receive and file minutes of the Plan and Zoning Commission meeting of April 18, 2023.
5. Receive and file minutes of the Zoning Board of Adjustment meeting of April 18, 2023.

Licenses and Permits

6. Issuance of liquor licenses and beer/wine permits in the City of Ankeny.

Finance/Budget

7. Receive and file Financial Reports for April 2023.
8. Receive and file Building Permit Report for April 2023.
9. Receive and file Utility Billing Report for April 2023.
10. Change Order #5 increasing the contract amount by \$3,300.00 to Absolute Concrete Construction, Inc., for construction services on the NE 36th St Reconstruction - I-35 to NE Four Mile Dr project.
11. Change Order #5 increasing the contract amount by \$9,657.00 to Absolute Concrete Construction, Inc., for construction services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
12. Change Order #1 increasing the contract amount by \$4,400.00 to Elder Corporation, for construction services on the NE Delaware Ave Reconstruction - NE 5th St to Fourmile Creek project.

13. Change Order #1 increasing the contract amount by \$550.00 to Elder Corporation, for construction services on the NW 18th St Reconstruction - NW Ash Dr to N Ankeny Blvd project.
14. Change Order #1 increasing the contract amount by \$7,639.00 to Shekar Engineering, P.L.C, for construction services on the 2023 Pedestrian Ramp Improvements Program - Fountain View project.
15. Amendment #2 to the Professional Services Agreement increasing the contract amount by \$457,313.00 with HR Green, Inc. for additional design and construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.
16. Payment #10, \$148,136.73 to Absolute Concrete Construction, Inc., for construction services on the NE 36th St Reconstruction Project - I-35 to NE Four Mile Drive.
17. Payment #11, \$112,265.11 to Absolute Concrete Construction, Inc., for construction services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
18. Payment #10, \$62,624.73 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd St Utility Improvements - Phase 1 project.
19. Payment #1, \$8,449.06 to Alliance Construction Group LLC, for construction services on the 2023 PCC Reconstruction Program - SE Creekview Drive project.
20. Payment #2, \$8,156.00 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr/Ash Dr/9th Street Concept Study project.
21. Payment #2, \$3,703.70 to Civil Design Advantage for engineering services on the NW 36th St and NW Weigel Dr HMA Resurfacing project.
22. Payment #2, \$347,978.24 to Elder Corporation, for construction services on the NE Delaware Ave Reconstruction - NE 5th St to Fourmile Creek project.
23. Payment #2, \$294,819.59 to Elder Corporation, for construction services on the NW 18th Street Reconstruction – NW Ash Dr to N Ankeny Blvd project.
24. Payment #24, \$19,437.33 to FOX Strand, for engineering services on the Ankeny ASR project.
25. Payment #17, \$4,721.35 to HR Green, Inc., for construction administration and construction inspection services on the NE 36th St Reconstruction Project - I-35 to NE Four Mile Drive.
26. Payment #6, \$2,274.50 to HR Green, Inc., for engineering services on the Otter Creek Trunk Sewer - Phase 3 project.
27. Payment #13, \$32,390.44 to McClure Engineering Company, for engineering services on the NW 18th St Reconstruction - NW Ash Dr to N Ankeny Blvd project.
28. Payment #9, \$835.00 to McClure Engineering Company, for engineering services on the SW State St Reconstruction - Southbound Lanes project.
29. Payment #1, \$228,556.46 to Musco Sports Lighting dba Iowa Sports Turf for construction services on the Cherry Glen Ballfield Development project.
30. Payment #1, \$39,041.00 to Nilles Associates, Inc., for engineering services on the SW Prairie Trail Parkway Complex project.
31. Payment #1, \$145,789.37 to On Track Construction, LLC for construction services on the NW Northlawn Area Utility Improvements - Phase 2.
32. Payment #1, \$66,327.62 to Shekar Engineering, P.L.C, for construction services on the 2023 Pedestrian Ramp Improvements Program - Fountain View project.
33. Payment #6, \$601,414.67 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.
34. Payment #1, \$10,583.01 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.
35. Payment #1, \$174,548.25 to TK Concrete, Inc., for construction services on the 2023 PCC Street Patching Program project.
36. May 15, 2023 Accounts Payable by fund: General 265,239; Police Gift 36; Road Use Tax 120,883; Police/Fire Pension 5,461; Debt Service 21,757,456; Library Foundation 1,028; Water 106,166; Water Sinking 1,338,507; Sewer 568,804; Storm Water 9,619; Golf Course 31,514; Enterprise Project 807,182; Revolving 45,555; Risk Management 83,013; Capital

Projects 2,326,262; Payroll Totals 1,310,806; Transfers/ACH (197,511); Agenda Payments approved separately (3,013,360); Grand Total \$25,566,660.

37. **RESOLUTION 2023-209** authorizing the purchase of three truck chassis for Public Works Department single axle snow plow trucks (replace existing trucks #224 and #269; add new truck #219).
38. Reset public hearing on an Amendment of Current City Budget for Fiscal Year July 1, 2022 - June 30, 2023 and direct City Clerk to publish notice of such hearing (date of hrg: 06/05/23 @ 5:30 p.m.).

Personnel

39. Accept the Civil Service Commission certified lists for appointment to: Utilities Supervisor-Water, Utilities Supervisor-Wastewater, Fleet Technician, and Division Chief of Training and Safety; subject to passing any further departmental requirements.

Community Development

40. **RESOLUTION 2023-210** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of a traffic signal at the intersection of SE Delaware Ave and the private drive approximately 700' north of SE 54th St.
41. **RESOLUTION 2023-211** accepting a public storm water management facility maintenance covenant and permanent easement agreement located on the property at 1302 N Ankeny Blvd, and associated with the development of the Northview Stadium Phase 3 Site Plan.
42. **RESOLUTION 2023-212** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider a request to vacate a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres (+/-) (date of hrg: 06/05/23 @ 5:30 p.m.).

Engineering

43. **RESOLUTION 2023-213** authorizing the execution of a Predesign Agreement For Primary Road Project between the Iowa Department of Transportation and the City of Ankeny, Iowa for the sharing of responsibilities for the proposed South Ankeny Boulevard Improvements Project - SE Peterson Drive to 1st Street.

Capital Improvement Projects

44. **2023 Sidewalk Gaps and Replacements Improvement Program:** a) Final Change Order #1 decreasing the contract amount by \$763.50; b) Certificate of Completion; c) **RESOLUTION 2023-214** accepting the public improvement with Howrey Construction, Inc. in the amount of \$108,117.50; and d) Final Payment #1 in the amount of \$102,711.62; and Retainage Payment in the amount of \$5,405.88.
45. **2023 PCC Pavement Preservation Program:** a) Final Change Order #1 increasing the contract amount by \$566.20; b) Certificate of Completion; c) **RESOLUTION 2023-215** accepting the public improvement with Iowa Civil Contracting, Inc. in the amount of \$429,581.20; and d) Final Payment #1 in the amount of \$408,102.14; and Retainage Payment in the amount of \$21,479.06.
46. **NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive:** a) Final Change Order #8 decreasing the contract amount by \$60,132.85; b) Certificate of Completion; c) **RESOLUTION 2023-216** accepting the public improvement with Sternquist Construction in the amount of \$4,457,559.90; and d) Final Payment #16 in the amount of \$0.00; and Retainage Payment in the amount of \$92,563.85 and Remainder of Retainage Payment in the amount of \$71,045.30.

47. **RESOLUTION 2023-217** ordering preparation of final plat and schedule of assessments for the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.
48. **RESOLUTION 2023-218** ratifying, confirming, and approving the change in dates for submission of bids and for public hearing on plans, specifications, form of contract and estimate of costs for the Delaware Ground Storage Reservoir Rehabilitation. (date of bid opening: 5/30/23 @ 10:30 a.m./date of hrg: 6/5/23 @ 5:30 p.m.)

Administrative

49. **RESOLUTION 2023-219** authorizing the renewal of a 28E Agreement by and between the City of Ankeny, Iowa and the members of the Polk County Emergency Management Commission for funding of emergency management administration.
50. **RESOLUTION 2023-220** authorizing the Partial Termination Certificate of the Development Agreement between the City of Ankeny, Iowa and Threshold Otter Creek, LLC for the Spectrum 36 Plat 1.

Approval of Consent Agenda Items

1. Council Member Bentz moved, second by Ruddy, to approve the recommendations for Consent Agenda Items CA-1 through CA-50. Ayes: Bentz, Ruddy, Perry, Shafer.

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2141.** An Ordinance amending the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations. Council Member Ruddy moved, Perry seconded, to accept third consideration of ORDINANCE 2141, sending it on to its final passage and publication as required by law. Ayes: Ruddy, Perry, Bentz, Shafer.
2. **Ord 2143.** An Ordinance creating Chapter 144 of the code of ordinances of the City of Ankeny, Iowa, by creating provisions pertaining to the 2023 Register's Annual Great Bicycle Ride Across Iowa (RAGBRAI). Council Member Ruddy moved, Bentz seconded, to accept second consideration of ORDINANCE 2143. Ayes: Ruddy, Bentz, Perry, Shafer. Council Member Perry 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 2143, sending it on its final passage and publication as required by law. Ayes: Perry, Ruddy, Bentz, Shafer.

NEW BUSINESS

1. NW Northlawn Area Utility Improvements - Phase 3 - Professional Services Agreement with Snyder & Associates Council Member Bentz moved, Ruddy seconded, to approve the Professional Services Agreement with Snyder & Associates for design engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project in an amount not to exceed \$72,350.00 and authorize the Mayor to execute said Agreement. Ayes: Bentz, Ruddy, Perry, Shafer.
2. Proposed SE Corporate Woods Drive & Crosswinds Drive Traffic Signal - Professional Services Agreement with Bolton & Menk, Inc. Council Member Ruddy moved, Bentz seconded, to approve the Professional Services Agreement with Bolton & Menk, Inc., for the traffic engineering services for the SE Corporate Woods Drive & Crosswinds Drive Traffic Signal in an amount not to exceed \$39,000.00 and the Mayor to execute said agreement. Ayes: Ruddy, Bentz, Perry, Shafer.

3. Proposed Otter Creek Trunk Sewer - Phase 4 - Professional Services Agreement with Civil Design Advantage Council Member Ruddy moved, Bentz seconded, to approve the Professional Services Agreement with Civil Design Advantage, for the design engineering and bidding phase services on the Otter Creek Trunk Sewer - Phase 4 Project in an amount not to exceed \$148,500.00 and the Mayor to execute said agreement. Ayes: Ruddy, Bentz, Perry, Shafer.
4. Proposed South Ankeny Boulevard Improvements - SE Peterson Drive to 1st Street - Professional Services Agreement with Snyder & Associates, Inc. Council Member Shafer moved, Perry seconded, to approve the Professional Services Agreement with Snyder & Associates, Inc. for the conceptual and preliminary design engineering services on the South Ankeny Boulevard Improvements - SE Peterson Drive to 1st Street project in an amount not to exceed \$497,700.00 and authorize the Mayor to execute said agreement. Ayes: Shafer, Perry, Bentz, Ruddy.
5. Des Moines Area Metropolitan Planning Organization Electric Vehicle Grant Application Council Member Perry moved, Shafer seconded, to approve **RESOLUTION 2023-221** authorizing the City of Ankeny, Iowa to submit sites to a regional joint application for funding from the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program (CFI) for up to four sites to the Des Moines Area Metropolitan Planning Organization's (MPO) for inclusion and further approving the application which obligates the City of Ankeny to matching funds not to exceed \$44,000 for construction. After discussion by the council, it was the consensus to delay application for the grant. Perry amended his motion to adopt **RESOLUTION 2023-221**, denying authorization to submit sites to a regional joint application for funding from the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program (CFI) for up to four sites to the Des Moines Area MPO for inclusion and further approving the application which obligates the City of Ankeny to matching funds not to exceed \$44,000 for construction, seconded by Shafer. Ayes: Perry, Shafer, Bentz, Ruddy.
6. \$15,200,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2023B Council Member Shafer moved, Bentz seconded, to receive and file report of bids received on May 15, 2023 at 10:00 A.M. Ayes: Shafer, Bentz, Perry, Ruddy. Council Member Ruddy moved, Bentz seconded, to adopt **RESOLUTION 2023-222** directing sale of \$13,790,000 General Obligation Bonds, Series 2023B. Ayes: Ruddy, Bentz, Perry, Shafer.

ADJOURNMENT

1. Meeting adjourned at 6:07 p.m.

Michelle Yuska, City Clerk

Mark Holm, Mayor

Published in the Des Moines Register on 5/26/23.



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Civil Service Commission meeting of May 8, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Civil Service minutes

Meeting Minutes
Civil Service Commission

Monday, May 8, 2023

11:30 a.m.

Ankeny Council Chambers
1250 SW District Dr, Ankeny, Iowa

Ray Blase
Kevin Tracy
Laura Luetje

CALL TO ORDER - ROLL CALL

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

1. MOTION TO APPROVE THE MINUTES OF 04-11-23.

Luetje moved to approve the minutes from April 11, 2023. Tracy seconded the motion. All voted aye and the motion carried

RANK	LAST NAME	FIRST NAME
1	Fish	Andrew
2	Bash	Bob

2. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO UTILITIES SUPERVISOR - WATER IN THE MUNICIPAL UTILITIES DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

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

RANK	LAST NAME	FIRST NAME
1	Hulsebus	Ryan
2	Limkeman	Cory
2	Tonarelli	Anthony
4	Graves	Richard
8	Aalfs	Quinn
6	Thede	Chad

3. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO UTILITIES SUPERVISOR - WASTEWATER IN THE MUNICIPAL UTILITIES DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

Blase moved to certify the list of applicants eligible for appointment to Utilities Supervisor-Wastewater in the Municipal Utilities department, subject to passing any further department

requirements. Tracy seconded the motion. All voted aye and the motion carried. The following applicants were certified and the list remains active for one year.

RANK	LAST NAME	FIRST NAME
1	Hulsebus	Ryan
2	Limkeman	Cory
2	Tonarelli	Anthony
4	Graves	Richard
8	Aalfs	Quinn
6	Thede	Chad

4. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO FLEET TECHNICIAN IN THE PUBLIC WORKS DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

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

RANK	LAST NAME	FIRST NAME
1	Demers	Lance
2	Douglas	Zackary
3	Robinson Jr	Donald

5. MOTION TO CERTIFY THE LIST OF EMPLOYEES ELIGIBLE FOR PROMOTION TO DIVISION CHIEF OF TRAINING AND SAFETY IN THE FIRE DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

Tracy moved to certify the list of employees eligible for promotion to Division Chief of Training and Safety in the Fire department, subject to passing any further department requirements. Blase seconded the motion. All voted aye and the motion carried. The following applicants were certified and the list remains active for three years.

RANK	LAST NAME	FIRST NAME
1	VanderLeest	Adam

6. ADJOURNMENT

Being there was no further business; Blase adjourned the meeting at 11:41 a.m.
Next meeting: tentative Monday, June 12, 2023, at 11:30 am

Respectfully submitted,

Dawn Gean

Dawn Gean

Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Receive and file minutes of the Human Rights Commission meeting of April 27, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 HRC Approved Minutes 4-27-2023

Meeting Minutes

Human Rights Commission

Thursday, April 27, 2023

5:30 p.m.

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

Aubrey Alvarez
Dustin Graber

Lindsay Norland
Tim Olson
Laura Parkinson

1. CALL TO ORDER

Chair Olson called the meeting to order at 5:33 PM.

2. ROLL CALL

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

3. MOTION TO APPROVE THE AGENDA FOR April 27, 2023

Alvarez motioned to approve the agenda as presented, Parkinson seconded.
Ayes: 4, motion carried.

4. MOTION TO APPROVE THE MINUTES FROM March 23, 2023

Norland motioned to approve the minutes from the March 23, 2023 meeting.
Alvarez seconded. Ayes: 4, motion carried.

5. OLD BUSINESS

a. Discussion and Possible Action– 2023 HRC Work Plan

Johnson shared with the commission the edited draft 2023 work plan for the HRC to discuss. The Commission discussed the edited draft 2023 HRC Work Plan and would like to approve a finalized version of the draft at the May HRC meeting. Olson said that he would work with Johnson to finalize that version.

6. NEW BUSINESS

a. Discussion and Possible Action– HRC Meeting Schedule

Olson said that since Graber is not present at the meeting tonight, in which he requested that this item be placed on the agenda, discussion on the item will be moved to the May HRC meeting.

b. Discussion and Possible Action– HRC Commissioner Terms

Johnson discussed with the group that due to the recent changes in the number of HRC commission members, there is a potential issue regarding the current term limits for commission members as terms are required to be stacked in different years. The group discussed the issue and determined that the best course of action would be to let current terms run their course and then when appointments/reappointments are needed, then the terms would be adjusted then.

7. STAFF REPORT

Johnson reviewed the April 2023 staff memo with the HRC. Alvarez mentioned that she is working with the Ankeny Community Network on Juneteenth planning.

8. COMMISSIONER REPORTS

Alvarez said that she is working with the Ankeny Community Network on Juneteenth planning for their event.

9. ADJOURN

Meeting adjourned at 6:00 PM.



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Kirkendall Library

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Library Board of Trustee meeting of April 20, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Minutes

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

Thursday, April 20, 2023

Regular meeting: 6 p.m.

Location: Library, Teleconference

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

Staff: Sam Mitchel, Holly Sealine

Topic	Discussion
Call to Order	Meyer called the meeting to order.
Approval of Minutes	March 16, 2023 minutes – Stephenson motioned to approve; Fujinaka seconded.
Public Comments	
Consent Agenda	Sam Mitchel presented financials. • Library books are costing more this year, but won't go too much above what we anticipated. • Fujinaka asked what was included in the miscellaneous charges line item on the Revenue Report. Mitchel stated that it could be a number of things, including library deposits. Mitchel is going to dig deeper into what is included in that line item.
Director's Report	Mitchel presented his report. • Administration meetings have focused on eCommerce. This is doing well since it was rolled out. No major glitches at this point. There is a \$1 minimum balance as this may result in a net loss. • Planning for May 12 in-service training – topics will include de-escalation topics and will discuss summer reading program. They also plan to discuss annual emergency drills. • Mitchel anticipates there may be some funds (\$30,000-\$40,000) available. If the money is available in this year's budget, and only if there is an excess amount would we tackle the following: ○ A motion requested to dedicate available funds from commodity and contractual services (focusing on sound panels to address sound issues – which could be up to \$18,000; sun shades on south side of building – which could be another \$18,500). Mitchel also mentioned that if the invoices are not paid in the current fiscal year, then they should possibly be encumbered. ○ Wiser asked if we are limited on the funds we can use, is there a priority item? Mitchel said he'd try to do part of both. ○ Lilienthal asked how long the sound issues last. Mitchel stated that the loudest time is between 10-12. Even just one loud person, especially in the lobby, can be too much sound. ○ Stephenson made a motion to approve, Meyer seconded. Passed unanimously. • The summer internship position offered to and accepted by Abby Wirtz.
Department Reports	• Lilienthal encouraged us to pay attention to these reports – she volunteered for the Mario event, and said that this was a great example of community connection. She is proud of the effort the staff is putting into events like this.

Topic	Discussion
Friends of the Library	Friends of the Library Policy • They would like to add a phrase stating that want the library staff to provide them with a detailed request for funds to supplement the library's operating budget. • Wisner asked if, in addition to the policy, is there anything else we can do to officially recognize the Friends of the Library (more so than just in a policy)? Mitchel responded that on the library web page, we do provide instruction on ways the community can give back – the Friends have been integral in raising money. We could also offer to place their logo on campaign or fundraising materials. • Lucht motioned to approve, Fujinaka seconded. Approved unanimously.
Old Business	
New Business	Annual appeal to the Friends: Presented by Sealine: • Events/Presenters – would incorporate kickoff event, finale event, and in-between events. This would give us the most flexibility with the \$10,000 requested. • Prizes – General prizes are broken out by age level. By doing the drawings this year and if they go over well this year, they should go over well next year. • Marketing – requesting \$1,000. • Though total request is \$14,000, we don't plan to use all of it. • Additional Requests – (total request is for \$45,000) ○ Hot Spots- We're asking for the Friends to cover half of this cost (\$4,500). ○ Beanstack – this is used for our summer reading library (\$2,300); ○ Book discussion sets (\$8,925) has been declined in the past; ○ Library Speakers Consortium (\$3,500); ○ Adventure Pass Program (\$1,775); ○ Hoopla Digital Streaming Service (\$10,000). • Long Term Goals – ○ AWE Stations (\$4,500 each for 4 stations) ○ Makerspace: Button Making Station (\$1,500+) ○ Outreach vehicle (TBD) ○ Book Kiosk (\$100,000+) Motion to approve annual requests to the Friends – Fujinaka motioned to approve; Meyer seconded. Unanimously approved.
Executive Session	Consider motion to go into Executive Session, pursuant to the provisions of Iowa Code Section 21.5, subparagraph (i), “to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.” Motion to go to closed session: Meyer motioned; Stephenson seconded. Unanimously approved. Motion to close session by Lilienthal and seconded by Fujinaka.
Adjourn	Next meeting: May 18, 2023 Motion to adjourn – Meyer. Seconded by Lucht. All approved.

Respectfully submitted, Miranda Piepho, Secretary
Approved: 5/18/23



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of May 2, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 P&Z Minutes 2023-05-02

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, May 2, 2023

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

CALL TO ORDER

Chair Ted Rapp called the May 2, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the May 2, 2023 agenda without amendments. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the April 18, 2023 minutes of the Plan and Zoning Commission meeting.

Item #2. 825 SW Irvinedale Drive - John Deere Des Moines Works Building 40, 2023 East Expansion Site Plan

Motion to approve the site plan for 825 SW Irvinedale Drive, John Deere Des Moines Works Building 40, 2023 East Expansion.

Motion by A.Renaud to approve the recommendations for Consent Agenda Items #1 - #2. Second by L.West. All voted aye. Motion carried 6– 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

Item #3. Request to vacate a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1

B.Morrissey reported that a request from Legacy Housby, LLC was received to vacate a portion of public right-of-way located within Crosswinds Business Park Plat 1. He stated the subject right-of-way was originally deeded to the City with the approval of Crosswinds Business Park Plat 1 in 2019 and at the time, the purpose of the right-of-way was for the anticipated extension of SE Crosswinds Drive, a recreational trail, and water main. He said that as development progressed, the future alignment of SE Crosswinds Drive was modified with the extension of SE Convenience Boulevard. B.Morrissey stated that adjustments were made to the surrounding parcels in the area, so only the westerly 54' of the right-of-way is being vacated while the easterly 30' is being retained by the City for the existing trail and water main. City staff has reviewed the vacation request, and has determined that the vacation request is appropriate and recommends that the Plan & Zoning Commission recommend City Council approval of the request to vacate a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres.

R.Weisheit confirmed that the trail and water main are existing. E.Jensen stated, yes.

Motion by T.Ripper to recommend City Council approval of the request to vacate a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres. Second by T.Flack. All voted aye. Motion carried 6 – 0.

REPORTS

City Council Meeting

E.Jensen reported on the May 1, 2023 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the May 16, 2023 Plan and Zoning Commission meeting.

Commissioner's Reports

There were no reports.

MISCELLANEOUS ITEMS

May 15, 2023 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. Meeting adjourned at 6:41 p.m.



Submitted by Eric Carstens, Planning Manager
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve the issuance of Cigarette/Tobacco/Nicotine/Vapor Permits for July 1, 2023 - June 30, 2024.

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 permits as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

ABC Smoke	1325 SW Oralabor Rd, Ste 204
Ankeny Golf & Country Club	314 SW Irvinedale Dr
Ankeny Smoke & Vape	502 N Ankeny Blvd, Suite 12
Ankeny Smoke & Vape South	225 SE Oralabor Rd, Ste 1
Casey's General Stores #1548	2905 W 1st Street
Casey's General Stores #1659	302 S Ankeny Blvd
Casey's General Stores #1941	1010 SE Oralabor Rd
Casey's General Stores #2164	3505 N Ankeny Blvd
Casey's General Stores #2689	1310 NW 18th Street
Casey's General Stores #2785	1602 W 1st Street
Casey's General Stores #2896	2601 SE Creekview Dr
Casey's General Stores #2920	1010 SE National Dr
Casey's General Stores #3827	3605 NW Irvindale Dr
Casey's General Stores #3888	1024 E 1st Street
Casey's General Stores #3934	1515 SE Corporate Woods DR
Central Iowa Vapors- Ankeny	207 NE Delaware Ave, Ste 21
Dollar General #7310	901 S Ankeny Blvd
Fareway #61	3205 N Ankeny Blvd
Fareway #909	109 SE Oralabor Rd
Fleet Farm Fuel	4275 SE Delaware Ave
Git-N-Go Store #40	2811 SW Oralabor Rd
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
QuikTrip #514	802 E 1st Street
Tim's BP/AMACO Service	102 N Ankeny Blvd
Walgreens #07454	901 N Ankeny Blvd
Walgreens #07996	2702 SE Delaware Ave
Walmart #892	1002 SE National Dr
Yankee Clipper	312 SW Maple Street



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

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

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

1. JJC, LLC, d/b/a JJC Ankeny, Fuzzy's Taco Shop, 2732 SE Delaware Ave., Ste. 300 & 310 - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective June 15, 2023.
PENDING DRAM
2. OP LLC, d/b/a Siam Table, 757 N. Ankeny - Special Class C Retail Alcohol License (BW)

(Renewal) - Effective June 15, 2023.

3. a.) Casey's Marketing Company, d/b/a Casey's General Store #2920, 1010 SE National Dr. - Class E Retail Alcohol License (LE) (Renewal) - Effective June 14, 2023.
b.) Enrollment in the Automatic Renewal Program Effective 2024.
4. a.) Casey's Marketing Company, d/b/a Casey's General Store #1548, 2905 W 1st St. - Class E Retail Alcohol License (LE) (Renewal) - Effective June 28, 2023.
b.) Enrollment in the Automatic Renewal Program Effective 2024.
5. Mi Pueblo 15 LLC, d/b/a El Molcajete, 301 E 1st St. - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective June 15, 2023. PENDING DRAM ENDORSEMENT
6. Guadalajara LLC. d/b/a Guadalajara Mexican Restaurant, 202 SE Delaware Ave. - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Services - Effective June 17 2023.
7. Shree Ganesh Inc., d/b/a BestWestern Ankeny, 2502 SE Tones Dr. - Class C Retail Alcohol License (LC) (Renewal) - Effective June 25, 2023.
8. Target Corporation, d/b/a Target Store T-1767, 2135 SE Delaware Ave. - Class E Retail Alcohol License (LE) (Renewal) - Effective June 27, 2023.
9. ROC Taproom Inc., d/b/a Old Chicago Pizza & Taproom, 2732 SE Delaware #101 - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective June 28, 2023. PENDING DRAM ENDORSEMENT
10. Sunshine & Sips Hospitality Co, d/b/a Sunshine & Sips Hospitality Co., 1500 SW Main St. Prairie Trail. (The District) - Special Class C Retail Alcohol License (BW) (5 Day Licenses) - Effective July 11, July 18, July 25, August 22, Sept. 12 2023.
11. Primos Iowa, LLC, d/b/a Lindo Jalisco Mexican Restaurant & Taqueria, 1810 SW White Birch Cir., Class C Retail Alcohol License (LC) (Adding Outdoor Service) - Tentatively Effective June 5, 2023.
12. Firetrucker LLC, d/b/a Firetrucker Brewery, 716 SW 3rd St, Class C Retail Alcohol License (LC) Outdoor Service- Effective June 10 - 12, 2023. PENDING DRAM
13. Bus Events, LLC, Iowa Beer Bus, 715 West 1st St. (AMP) - Special Class C Retail Alcohol License (BW) (5 Day License) - Effective June 12, 2023.
14. Bus Events, LLC, Iowa Beer Bus, 715 West 1st St. (AMP) - Special Class C Retail Alcohol License (BW) (5 Day License) - Effective June 19, 2023.
15. Bus Events, LLC, Iowa Beer Bus, 715 West 1st St. (AMP) - Special Class C Retail Alcohol License (BW) (5 Day License) - Effective June 26, 2023.
16. Bus Events, LLC, Iowa Beer Bus, 1 SE Convenience Blvd - Special Class C Retail Alcohol License (BW) (5 Day License) - Effective June 16, 2023.

FISCAL IMPACT: Yes

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

123.143.

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$20,142.70 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: June 5, 2023 Payment Application #: 3
Payment Period: From: April 3, 2023 Through: April 30, 2023

Contract Summary:

Original Contract Amount:	\$	218,864.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 + 2)	\$	218,864.00	
Total Completed and Stored to Date:	\$	38,498.54	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	38,498.54	
Less Previous Applications for Payment:	\$	18,355.84	
SUBTOTAL:	\$	20,142.70	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 20,142.70

Balance to Finish, Including Retainage: \$ 180,365.46

Contract Time Remaining: - #

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Civil Design Advantage

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Jim Haberichter, P.E.

E-mail:

JHaberichter@AnkenyIowa.gov

Phone Number:

(515) 963-3536

Date Printed: 5/15/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

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

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 18,355.84

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: _____
Construction Start Date: _____

Substantial Completion:

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

Full Completion:

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

Invoice

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

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

May 8, 2023
Project No: 2301.073
Invoice No: 41145
Due Date: June 7, 2023

Project 2301.073 C. of Ankeny - 36th/Weigel HMA Overlays
Professional Services from April 3, 2023 through April 30, 2023

Task	103	Topo/ROW Survey	Total this Task	0.00
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Task	107	Existing Utility Information	Total this Task	0.00
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Task	222	Joint Application Prep	Total this Task	0.00
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Task	302	Preliminary Roadway Design (36th)		
Professional Personnel				
		Hours	Rate	Amount
Engineer 8		4.50	172.00	774.00
	Total Labor			774.00
			Total this Task	\$774.00

Task	303	Preliminary Roadway Design (Weigel)	Total this Task	0.00
------	-----	-------------------------------------	------------------------	-------------

Task	304	Preliminary Construction Drawings (HMA)		
Professional Personnel				
		Hours	Rate	Amount
Principal/Senior Engineer		17.00	198.00	3,366.00
Engineer 7		7.00	161.00	1,127.00
Engineer 8		17.50	172.00	3,010.00
Technician 7		91.00	124.00	11,284.00
	Total Labor			18,787.00
			Total this Task	\$18,787.00

Task	305	Check Construction Drawings (HMA)		
Professional Personnel				
		Hours	Rate	Amount
Engineer 2		1.50	102.00	153.00
Engineer 7		2.50	161.00	402.50
	Total Labor			555.50
			Total this Task	\$555.50

Task	306	Final Construction Drawings (HMA)		
------	-----	-----------------------------------	--	--

Project	2301.073	C. of Ankeny - 36th/Weigel HMA Overlays	Invoice	41145
			Total this Task	0.00
Task	404	Front Ends/Project Manual		
			Total this Task	0.00
Task	405	Estimated Construction Costs		
			Total this Task	0.00
Task	504	Bidding Services		
			Total this Task	0.00
Task	505	Bid Letting Services		
			Total this Task	0.00
Task	701	Allendar Butzke - Geotechnical Invest.		
			Total this Task	0.00
Task	998	Permits & Fees		
			Total this Task	0.00
Task	999	Reimbursable Expenses		
Unit Billing				
2/20/2023	Mileage	40.0 miles @ 0.655	26.20	
	Total Units		26.20	26.20
			Total this Task	\$26.20
Billing Limits				
		Current	Prior	To-Date
Total Billings		20,142.70	18,355.84	38,498.54
Limit				218,864.00
Remaining				180,365.46
			Total this Invoice	\$20,142.70

Outstanding Invoices

Number	Date	Balance
40773	4/10/2023	3,703.70
Total		3,703.70

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

Project Manager Joshua Trygstad



CIVIL ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

May 15, 2023

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

RE: Billing Information Report #3
NW 36th Street and NW Weigel Drive HMA Resurfacing
Ankeny, Iowa
CDA 2301.073

Dear Jim:

Enclosed, please find a copy of Billing Information Report #3 for the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

During this time, Civil Design Advantage worked on the preliminary plans for the resurfacing project for the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Josh Trygstad, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #13 in the amount of \$2,580.57 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 #13

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

Date of Council Meeting: June 5, 2023 **PAYMENT REQUEST #** 13
PAYMENT PERIOD: From: April 1, 2023 Through: April 30, 2023

Contract Summary

Original Contract Amount:	\$	127,100.00	
Net change by Change Orders:	\$	173,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	300,600.00	
Total completed and stored to date:	\$	139,171.64	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	139,171.64	
Less previous applications for payment:	\$	136,591.07	
SUBTOTAL	\$	2,580.57	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,580.57

Balance to finish, including retainage: \$ 161,428.36

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 & Environment

Andy Floy

Digitally signed by Andy S. Floy
Date: 2023.05.11
09:40:03-05'00'

Firm Name

Signature

Date

May 11, 2023

City of Ankeny Staff Approval:

Signature

Date

5-19-23

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

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

Date Printed: 5/11/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 2, 2022	\$ 11,492.32
2	June 6, 2022	\$ 10,883.60
3	June 20, 2022	\$ 19,350.00
4	September 6, 2022	\$ 19,132.80
5	October 17, 2022	\$ 13,143.00
6	November 7, 2022	\$ 14,746.20
7	November 21, 2022	\$ 4,324.00
8	January 3, 2023	\$ 1,097.00
9	February 6, 2023	\$ 18,565.20
10	March 6, 2023	\$ 7,310.00
11	March 20, 2023	\$ 14,595.26
12	May 1, 2023	\$ 1,951.69
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Previous Applications for Payment

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TOTAL \$ 136,591.07

Record of Change Orders

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

Contract Time Remaining

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

Invoice

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

*NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095*

May 12, 2023

Project No: 0022A004.00

Invoice No: 83747

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

Invoice Total USD 2,580.57

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through April 30, 2023**Professional Personnel**

	Hours	Rate	Amount
Project Manager II	1.00	202.00	202.00
Project Engineer III	1.50	178.00	267.00
Project Engineer II	2.00	166.00	332.00
Construction Manager III	8.50	182.00	1,547.00
Project Administrator II	2.00	102.00	204.00
Totals	15.00		2,552.00
Total Labor			2,552.00

Expenses			28.57
-----------------	--	--	--------------

Billing Limits	Current	Prior	To-Date
Total Billings	2,580.57	136,591.07	139,171.64
Limit			300,600.00
Remaining			161,428.36

Total This Invoice USD 2,580.57



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #2 in the amount of \$71,489.33 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW State Street Extension
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 885.3885.4210 **Finance Project #** 885.4210
Vendor Project or Invoice #: 2 **PO #**
Original Contract Date: March 6, 2023 **Vendor #** 2078

Date of Council Meeting: June 5, 2023 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: April 1, 2023 Through: April 30, 2023

Contract Summary

Original Contract Amount:	\$	473,400.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	473,400.00	
Total completed and stored to date:	\$	97,119.14	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	97,119.14	
Less previous applications for payment:	\$	25,629.81	
SUBTOTAL	\$		71,489.33

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ **71,489.33**

Balance to finish, including retainage: \$ 376,280.86

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Digitally signed by Andy S.
 Date: 2023.05.11
 12:18:49 -05'00'

Firm Name

Signature Date

May 11, 2023

City of Ankeny Staff Approval:

Signature Date
 S/19/23

Submit to: Mitch Wedell, P.E. - Development Engineering Manager
E-mail: MWedell@AnkenyIowa.gov **Phone:** (515) 963-3520 **Fax:** (515) 963-3535

Date Printed: 5/11/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 1, 2023	\$ 25,629.81
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 25,629.81

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: _____



Summary of Services Report - Project Code: 885.4210

Project Title: NW State Street Extension

Period: April 1st to April 30th, 2023

Work Completed:

Progress on the project within the report period involved the following work tasks:

- Ongoing project coordination and project management.
- Mobile LiDar post processing and data extraction
- Aerial sUAS flight and data collection
- Continue base mapping of survey data and ROW boundary
- Utility design locate request and data collection
- Field investigation for wetlands and environmental impacts
- Began traffic forecasting and modeling

Work Scheduled:

The following work tasks will be completed in May of 2023:

- Continue design development coordination, utility coordination and project management.
- Finalize topography, base mapping, utility information, and boundary of ROW
- Begin preliminary drainage analysis.
- Finalize traffic forecasting and modeling

Submittal Schedule:

The following dates are according to the original project contract:

Professional Services Agreement Approved	March 6, 2023
Design Survey and Mapping	April, 2023
Traffic Study	June, 2023
Functional Design	August, 2023
Preliminary Design	October, 2023

General Comments:

- None

Invoice

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

NOTE: Communications concerning disputed debts, including an instrument rendered 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, 2023

Project No: 0023A007.00

Invoice No: 83748

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

Invoice Total USD 71,489.33

Project 0023A007.00 NW State Street Extension

Professional Services through April 30, 2023

Professional Personnel

	Hours	Rate	Amount
Project Manager III	4.00	216.00	864.00
Project Manager II	7.50	202.00	1,515.00
Project Manager I	45.00	180.00	8,100.00
Project Engineer V	35.00	216.00	7,560.00
Project Engineer I	.50	154.00	77.00
Project Scientist I	20.50	127.00	2,603.50
Technician VII	40.00	155.00	6,200.00
Technician VI	24.00	145.00	3,480.00
Technician V	39.50	135.00	5,332.50
Technician IV	102.50	125.00	12,812.50
Technician II	140.60	105.00	14,763.00
Land Surveyor IV	16.00	190.00	3,040.00
Totals	475.10		66,347.50
Total Labor			66,347.50

Expenses 5,141.83

Billing Limits	Current	Prior	To-Date
Total Billings	71,489.33	25,629.81	97,119.14
Limit			473,400.00
Remaining			376,280.86

Total This Invoice USD 71,489.33



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #25 in the amount of \$8,492.15 to FOX Strand, for engineering services on the Ankeny ASR project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #25

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny ASR
Contractor: FOX Strand
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 632.3632.4210 **Finance Project #** 632.4210
Vendor Project or Invoice #: 193857 **PO #**
Original Contract Date: February 15, 2021 **Vendor #** 11377

Date of Council Meeting: June 5, 2023 **PAYMENT REQUEST #** 25
PAYMENT PERIOD: From: April 1, 2023 Through: April 30, 2023

Contract Summary

Original Contract Amount:	\$	349,900.00	
Net change by Change Orders:	\$	444,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	794,500.00	
Total completed and stored to date:	\$	778,534.54	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	778,534.54	
Less previous applications for payment:	\$	770,042.39	
SUBTOTAL	\$	8,492.15	

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 8,492.15

Balance to finish, including retainage: \$ 15,965.46

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name _____

Signature _____ Date _____

Engineer / Consultant Approval:

Firm Name FOX Strand

Steven J. Troyer, P.E. May 17, 2023

Signature _____ Date _____

City of Ankeny Staff Approval:

Wendall Clark 5-17-23

Signature _____ Date _____

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	3/30/21	\$ 12,000.00
2	5/30/20	\$ 39,140.00
3	6/30/21	\$ 14,380.00
4	7/31/21	\$ 29,721.05
5	8/30/21	\$ 47,830.00
6	9/30/21	\$ 28,000.00
7	10/30/21	\$ 45,745.90
8	11/30/21	\$ 90,901.20
9	12/31/21	\$ 52,850.19
10	1/31/22	\$ 20,190.20
11	2/28/22	\$ 27,490.50
12	3/31/22	\$ 25,838.20
13	4/30/22	\$ 18,385.15
14	5/30/22	\$ 38,250.50
15	6/30/22	\$ 41,877.85
16	7/31/22	\$ 35,640.96
17	8/31/22	\$ 37,939.97
18	9/30/22	\$ 34,660.59
19	10/31/22	\$ 26,208.18
20	11/30/22	\$ 14,947.87
21	12/31/22	\$ 19,540.34
22	01/31/23	\$ 25,763.36
23	02/28/23	\$ 23,303.05
24	03/31/23	\$ 19,437.33
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Previous Applications for Payment

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TOTAL \$ 770,042.39

Record of Change Orders

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TOTAL \$ -

Please update Payment Application Sheet

Contract Time Remaining

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



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

Invoice

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

May 11, 2023
Project No: 7020.001
Invoice No: 0197237

Professional Services: April 1, 2023 through April 30, 2023

Project	7020.001	Ankeny ASR - Final Design		
Fee				
Total Fee		172,600.00		
Percent Complete		100.00	Total Earned	172,600.00
			Previous Fee Billing	172,600.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Project	0.00

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

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

Project	7020.004	Ankeny ASR - Construction Administration; Demolition		
			Total this Project	0.00

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

Page 1 of 3

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

Project	7020.001	Ankeny ASR - Final Design	Invoice	0197237
Project	7020.005	Ankeny ASR - RPR Demolition		
		Total this Project		0.00
Project	7020.006	Ankeny ASR - Geotechnical Report		
		Total this Project		0.00
Project	7020.007	Ankeny ASR - Testing Services; WWTP Demolition		
		Total this Project		0.00
Project	7020.008	Ankeny ASR - Construction Administration		
Fee				
	Total Fee	270,000.00		
	Percent Complete	97.00	Total Earned	261,900.00
			Previous Fee Billing	254,610.00
			Current Fee Billing	7,290.00
		Total Fee		7,290.00
		Total this Project		\$7,290.00
Project	7020.009	Ankeny ASR - Bidding Documents		
		Total this Project		0.00
Project	7020.010	Construction Resident Project Representative		
	Total Labor			1,139.75
	Total Expenses			62.40
		Total this Project		\$1,202.15
Project	7020.011	Construction Staking Services		
		Total this Project		0.00

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

Page 2 of 3

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

Project	7020.001	Ankeny ASR - Final Design	Invoice	0197237
Project	7020.012	Construction Field and Laboratory Testing Services		
		Total this Project		0.00
		Total this Invoice		\$8,492.15

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

Page 3 of 3

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



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

DATE: May 4, 2023

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

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

DELIVERY: US mail

ITEMS: Status Report / Monthly Billing

COMMENTS:

Mr. Clark,

This billing is for professional engineering services for the April 2023 billing period. Time was spent this period on construction administration, reviewing submittals, and responding to contractor questions and RFIs, as well as RPR construction observation. Construction progress meetings were held on April 12 and 26.

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



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



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$13,860.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Irvinedale Elevated Storage Tank
Contractor: HDR Engineering, Inc.
Address: 300 E. Locust Street, Suite 210, Des Moines, IA, 50309-1823
Finance Budget Code: 611.3611.4210 **Finance Project #** 611.4210
Vendor Project or Invoice #: 10345779 **PO #**
Original Contract Date: June 6, 2022 **Vendor #** 3452

Date of Council Meeting: June 5, 2023 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: February 26, 2023 Through: May 6, 2023

Contract Summary

Original Contract Amount:	\$	462,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	462,000.00	
Total completed and stored to date:	\$	434,280.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	434,280.00	
Less previous applications for payment:	\$	420,420.00	
SUBTOTAL	\$		13,860.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 13,860.00

Balance to finish, including retainage: \$ 27,720.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

HDR Engineering, Inc.

Digital Signature by Rob Baker
Location: Ames, Iowa
Contact Info: 515.280.4973
Date: 2023.05.16 08:46:57-0500

Signature Date

City of Ankeny Staff Approval:

Signature Date

Submit to: Don Clark, P.E.
E-mail: DClark@Ankenylowa.gov **Phone:** (515)963-3529 **Fax:**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 6, 2022	\$ 23,100.00
2	August 4, 2022	\$ 23,100.00
3	September 1, 2022	\$ 55,440.00
4	September 28, 2022	\$ 73,920.00
5	October 25, 2022	\$ 46,200.00
6	November 30, 2022	\$ 101,640.00
7	January 11, 2023	\$ 62,370.00
8	February 7, 2023	\$ 18,480.00
9	March 6, 2023	\$ 16,170.00
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Previous Applications for Payment

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Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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

TOTAL \$ 420,420.00



Invoice

HDR Engineering, Inc.
Omaha, NE 68106
Phone: (402) 399-1000

Reference Invoice Number with Payment

HDR Invoice No. 1200522107
Invoice Date 16-May-2023
Invoice Amount Due \$13,860.00
Payment Terms Net 30

City of Ankeny
Don Clark, P.E.
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Remit to PO Box 74008202
Chicago, IL 60674-8202
Wire transfer to Bank of America ML US
ABA #081000032
Account# 355004076604

Email invoices to Don at: dclark@ankenyiowa.gov

NW Irvinedale Elevated Storage Tank

Professional Services

From: 26-Feb-2023 To: 6-May-2023

Professional Services	Fee	Percent Complete	Fee Earned To Date	Previous Fee Invoiced	Current Fee Invoiced
Elevated Storage Tank (EST)	\$462,000.00	94.00%	\$434,280.00	\$420,420.00	\$13,860.00
	\$462,000.00		\$434,280.00	\$420,420.00	\$13,860.00

HDR Internal Reference Only	
Client Number	18054
Cost Center	10134
Project Number	10345779



Monthly Progress Report

Date: Monday, May 15, 2023

Project: Ankeny NW Irvinedale Elevated Storage Tank

To: Don Clark, P.E.

From: Rob Baker, P.E.

Subject: Monthly Progress Report for April 2023

Activities of the Previous Months

Task 1 – Project Management, Project Initiation Meeting and Site Investigation Visit

- 1 – Team management and project control – Ongoing
 - 2 – Project planning – Completed
 - 3 – Project initiation meeting and site investigation visit – Completed
 - 4 – Background data – Completed
 - 5 – Monthly progress invoices – Ongoing
 - 6 – Monthly progress reports – Ongoing
 - 7 – Quality control activities – Ongoing
- Overall Task 1 – 90% Completed**

Task 2 – Survey

Overall Task 2 – 100% Completed

Task 3 – Geotechnical Investigation and Recommendations

Overall Task 3 – 100% Completed

Task 4.1 – Preliminary Design

Overall Task 4.1 – 100% Completed

Task 6 – Base Water Distribution System Modeling for EST Design

Overall Task 6 – 100% Completed

Task 4.2 – Final Design

- 1 – EST 100% design drawings – 100% Completed
 - 2 – Civil/Site 100% design drawings – 100% Completed
 - 3 – EST 100% specifications – 100% Completed
 - 4 – Civil/Site 100% specifications – 100% Completed
- The final deliverables have been submitted to the City. HDR has forwarded final drawings, specifications, and permit schedules to Iowa DNR.
- Overall Task 4.2 – 99% Completed**

Task 7 – Additional Distribution Modeling for Updated CIP

- 1 – CIP Update – 100% Completed
- 2 – Report and Figures – 80% Completed
- 3 – Meeting – not scheduled



Model refinements made, a TM that combines the results from Tasks 7 and 8 has been drafted.
HDR is ready to discuss with the City.

Overall Task 4.2 – 80% Completed

Task 8 – Additional Distribution Modeling for Updated Master Plan

1 – Development of Buildout Condition – 100% Completed

2 – Areas of Concern – 100% Completed

3 – Report and Figures – 86% Completed

4 – Meeting – not scheduled

Model refinements made, a TM that combines the results from Tasks 7 and 8 has been drafted.
HDR is ready to discuss with the City.

Overall Task 4.2 – 86% Completed

Overall Project – 94% Completed



Planned Activities for the Next Month

Task 1 – Project Management

- 1 – Team management and project control – Ongoing
- 5 – Monthly progress invoices – Ongoing
- 6 – Monthly progress reports – Ongoing
- 7 – Quality control activities – Ongoing

Task 4.2 – Final Design

We will be following up to complete survey tasks with Nilles Associates. These include the items requested from City Planning for the final plat of the site, the storm water easement, and metes and bounds for MidAmerican. The remaining City Planning Items have been addressed.

Task 7 – Additional Water Distribution System Modeling and Updated CIP

- 1 – Updated model used to develop updated CIP – Completed
- 2 – Draft TM – Completed
- 3 – Draft TM QC review – Completed
- 4 – Draft TM submittal – Pending
- 5 – Draft TM review meeting – To be completed

Meetings

Meetings Completed

- 6/9/22 Project Initiation Meeting and Site Investigation Visit
- 10/21/22 50% Design Documents and Task 6 TM Review Meeting
- 1/10/23 90% Design Documents meeting not held, comments discussed by phone.
- 4/19/23 100% Design Documents meeting with City Planning via Teams call.

Meetings Upcoming

- May 2023 Tasks 7 and 8 Review Meeting

Critical/Outstanding Issues None



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$9,629.39 to HGS, LLC, for construction services on the Rock Creek Greenbelt - Native Vegetation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2



APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title: Rock Creek Greenbelt - Native Vegetation
Contractor: HGS, LLC
Address: 6575 West Loop South Ste 300, Bellaire, TX 77401
Finance Budget Code: 957.2957.4405 Finance Project #: 957.4405
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: October 3, 2022 Vendor #: 11660

Date of Council Meeting: June 5, 2023 PAYMENT REQUEST # 2
PAYMENT PERIOD: From: April 1, 2023 Through: April 30, 2023

Contract Summary

Original Contract Amount:	\$	96,960.30
Net change by Change Orders:	\$	-
Contract Amount to Date: (line 1 ± 2)	\$	96,960.30
Total completed and stored to date:	\$	29,248.40
Retainage: 5 % of Completed Work:	\$	1,462.42
Total Earned less Retainage:	\$	27,785.98
Less previous applications for payment:	\$	18,156.59
SUBTOTAL	\$	9,629.39

OTHER CHARGES (Attach an Itemized list) \$

CURRENT PAYMENT DUE \$ 9,629.39

Balance to finish, including retainage: \$ 69,174.32

Contract Time Remaining (If applicable) Calendar Date

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

Construction Contractor Approval: HGS, LLC

Signature: [Signature] Date: 5/24/2023

Engineer / Consultant Approval:

Signature: _____ Date: _____

City of Ankeny Staff Approval:

Signature: [Signature] Date: 5/24/23

Submit to: Nick Lenox, Director of Parks & Recreation
E-mail: Nlenox@ankenyiowa.gov Phone: 515-963-3576 Fax: 515-963-3576

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

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
PAVEMENT														
2.1	Cleaning and Grubbing by Lump Sum	LS	1		1.00	\$ 22,780.00	\$ 22,780.00	0.35	\$ 7,973.00	10.50	0.85	\$ 19,263.00	0.15	85.00%
STREETS AND RELATED WORK														
7.1	Removal of Sidewalk	SY	75.0		75.00	\$ 48.10	\$ 3,607.50		\$ -		0.00	\$ -	75.00	0.00%
7.2	Shared Use Path, PCC, Class C, 6" Thick	SY	71.0		71.00	\$ 89.00	\$ 6,319.00		\$ -		0.00	\$ -	71.00	0.00%
7.3	Sidewalk, PCC, Class C-4"	SY	8.0		8.00	\$ 55.00	\$ 440.00		\$ -		0.00	\$ -	8.00	0.00%
TRAFFIC CONTROL														
8.1	Temporary Traffic Control	LS	1		1.00	\$ 753.00	\$ 753.00	1.00	\$ 753.00		1.00	\$ 753.00	0.00	100.00%
MISCELLANEOUS														
11.1	Mobilization	LS	1		1.00	\$ 14,102.00	\$ 14,102.00	0.10	\$ 1,410.20	0.40	0.50	\$ 7,051.00	0.50	50.00%
11.2	Concrete Washout	LS	1		1.00	\$ 1,105.00	\$ 1,105.00		\$ -		0.00	\$ -	1.00	0.00%
11.3	Establishment Mowing	Ac.	7.8		7.80	\$ 355.00	\$ 2,769.00		\$ -		0.00	\$ -	7.80	0.00%
11.4	Herbicide Treatment	Ac.	7.8		7.80	\$ 385.00	\$ 3,003.00		\$ -	3.80	3.80	\$ 1,505.40	3.80	50.00%
11.6	Dormant Native Vegetation Seeding, Drilled	Ac.	7.8		7.80	\$ 2,769.00	\$ 21,574.80		\$ -		0.00	\$ -	7.80	0.00%
11.7	Vegetation Maintenance	Ac.	54.9		54.90	\$ 262.00	\$ 14,383.80		\$ -		0.00	\$ -	54.90	0.00%
11.8	Tree and Shrub Herbicide Treatment	LS	1		1.00	\$ 1,191.00	\$ 1,191.00		\$ -	3.00	0.00	\$ -	1.00	0.00%
11.9	New Planting Sign	Ex.	32		32.00	\$ 182.00	\$ 5,824.00		\$ -		3.00	\$ 576.00	29.00	90.62%
CHANGE ORDER ITEMS														
12.01					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.02					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 95,980.50 PAY PERIOD = \$ 10,136.20

COMPLETED = \$ 29,246.40

39.17%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 1, 2023	\$ 18,156.59
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 18,156.59

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CHANGE ORDER TOTAL = \$.

Contract Time Remaining

Contract Period: Calendar Date
 Construction Start Date: October 3, 2022
 Contract Full Completion Date: 12/22/2023

Substantial Completion

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

Full Completion

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



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #18 in the amount of \$7,776.23 to HR Green, Inc., for construction administration and construction inspection services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #18

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 5, 2023 **PAYMENT REQUEST #** 18
PAYMENT PERIOD: From: April 1, 2023 Through: April 28, 2023

Contract Summary

Original Contract Amount:	\$	206,500.00	
Net change by Change Orders:	\$	817,900.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,024,400.00	
Total completed and stored to date:	\$	979,034.33	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	979,034.33	
Less previous applications for payment:	\$	971,258.10	
SUBTOTAL	\$		7,776.23

OTHER CHARGES (Attach an Itemized list)

CURRENT PAYMENT DUE \$ 7,776.23

Balance to finish, including retainage: \$ 45,365.67

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 10, 2023

City of Ankeny Staff Approval:

Signature

Date

5/10/2023

Submit to:

Amy Quartell, PE, City Engineer

E-mail:

aquartell@ankenyiowa.gov

Phone:

(515) 965-6448

Fax:

(515) 965-6448

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 971,258.10

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Please update Payment Application Sheet

Contract Time Remaining

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



HRGreen.

▷ 5525 Merle Hay Road | Suite 200 | Johnston, IA 50131

Main 515.278.2913 : Fax 515.278.1846

HRGREEN.COM

May 10, 2023

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

Progress Report & Attached Invoice
Ankeny, IA – (CE&I) NE 36th Street Reconstruction

HRG Project No. 210361

Original Contract date: April 5, 2021

Amendment Contract date: June 6, 2022

Dear Amy:

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

Attached Invoice #	162721
Period covered by invoice	4/1/23 - 4/28/23
Amount this invoice	\$7,776.23
Total billings to date, including this invoice	\$323,534.33
Contract maximum fee	\$368,900
% of Contract billed to date	87.70%

Summary of services during this billing period:

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

Comments:

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

Best regards,

HR GREEN, INC.

Tony Babcock, P.E.



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

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

May 09, 2023
Project No: 210361
Invoice No: 162721
Invoice Total: \$7,776.23

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

Professional Services Through April 28, 2023

Professional Personnel

	Hours	Amount	
Senior Professional	20.00	4,400.00	
Professional	11.50	2,012.50	
Field Personnel	7.00	805.00	
Corporate Admin	3.50	444.50	
Totals	42.00	7,662.00	
Total Labor			7,662.00

Unit Charges

Mileage 0.625	35.63	
Mileage 0.655	65.50	
Mileage 0.655	13.10	
Total Unit Charges	114.23	114.23

Billing Limits

	Current	Prior	To-Date
Total Billings	7,776.23	315,758.10	323,534.33
Limit			368,900.00
Remaining			45,365.67

Total this Invoice \$7,776.23



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of \$1,300.50 to HR Green, Inc., for engineering services on the SW State Street Fiber Optic Relocation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW State Street Fiber Optic Relocation
Contractor: HR Green, Inc.
Address: 5525 Merle Hay Road, Suite 200, Johnston, IA 50131
Finance Budget Code: 982.3982.4210 Finance Project #: 982.4210
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: July 5, 2022 Vendor #: 5531

Date of Council Meeting: June 5, 2023 PAYMENT REQUEST # 9
PAYMENT PERIOD: From: February 25, 2023 Through: March 31, 2023

Contract Summary

Original Contract Amount:	\$	30,957.40	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	30,957.40	
Total completed and stored to date:	\$	25,612.50	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	25,612.50	
Less previous applications for payment:	\$	24,312.00	
SUBTOTAL	\$	1,300.50	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,300.50

Balance to finish, including retainage: \$ 5,344.90

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: HR Green, Inc.
Firm Name

Signature _____ Date _____

Engineer / Consultant Approval: HR Green, Inc.

Signature [Signature] Firm Name _____ Date May 11, 2023

City of Ankeny Staff Approval:

Signature [Signature] Date 5/15/23

Submit to: Leslie Hart, P.E. - Public Works Traffic Engineering Manager
E-mail: lhart@AnkenyIowa.gov Phone: (515) 963-3548 Fax: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1.00	PROJECT MANAGEMENT													
	Engineering	EA	1.00		1.00	\$ 380.00	\$ 380.00	1.00	\$ 380.00		1.00	\$ 380.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 290.00	\$ 290.00	1.00	\$ 290.00		1.00	\$ 290.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 610.00	\$ 610.00	1.00	\$ 610.00		1.00	\$ 610.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 315.00	\$ 315.00	1.00	\$ 315.00		1.00	\$ 315.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 172.50	\$ 172.50	1.00	\$ 172.50		1.00	\$ 172.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,472.50	\$ 1,472.50	1.00	\$ 1,472.50		1.00	\$ 1,472.50	0.00	100.00%
2.00	PRELIMINARY PLANS													
	Engineering	EA	1.00		1.00	\$ 2,165.00	\$ 2,165.00	1.00	\$ 2,165.00		1.00	\$ 2,165.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,650.00	\$ 3,650.00	1.00	\$ 3,650.00		1.00	\$ 3,650.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,250.00	\$ 1,250.00	1.00	\$ 1,250.00		1.00	\$ 1,250.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,200.00	\$ 1,200.00	1.00	\$ 1,200.00		1.00	\$ 1,200.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,300.00	\$ 3,300.00	1.00	\$ 3,300.00		1.00	\$ 3,300.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 550.00	\$ 550.00	1.00	\$ 550.00		1.00	\$ 550.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 127.00	\$ 127.00	1.00	\$ 127.00		1.00	\$ 127.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 63.50	\$ 63.50	1.00	\$ 63.50		1.00	\$ 63.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 127.00	\$ 127.00	1.00	\$ 127.00		1.00	\$ 127.00	0.00	100.00%
3.00	UTILITY COORDINATION													
	Engineering	EA	1.00		1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00		1.00	\$ 300.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 100.00	\$ 100.00	1.00	\$ 100.00		1.00	\$ 100.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 250.00	\$ 250.00	1.00	\$ 250.00		1.00	\$ 250.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 262.50	\$ 262.50	1.00	\$ 262.50		1.00	\$ 262.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 63.50	\$ 63.50	1.00	\$ 63.50		1.00	\$ 63.50	0.00	100.00%
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					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.00	FINAL PLANS													
	Engineering	EA	1.00		1.00	\$ 785.00	\$ 785.00	1.00	\$ 785.00		1.00	\$ 785.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,295.00	\$ 3,295.00	1.00	\$ 3,295.00		1.00	\$ 3,295.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 105.50	\$ 105.50	1.00	\$ 105.50		1.00	\$ 105.50	0.00	100.00%
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5.00	FRONT END DOCUMENTS													
	Engineering	EA	1.00		1.00	\$ 437.50	\$ 437.50	1.00	\$ 437.50		1.00	\$ 437.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 892.50	\$ 892.50	1.00	\$ 892.50		1.00	\$ 892.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,955.00	\$ 1,955.00	1.00	\$ 1,955.00		1.00	\$ 1,955.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,173.50	\$ 1,173.50	1.00	\$ 1,173.50		1.00	\$ 1,173.50	0.00	100.00%
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6.00	PERMITTING													
	Engineering	EA	1.00		1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00		1.00	\$ 300.00	0.00	100.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
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[illegible]

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 6, 2022	\$ 2,565.00
2	October 3, 2022	\$ 3,940.00
3	November 21, 2022	\$ 2,160.00
4	December 19, 2022	\$ 1,515.00
5	January 16, 2023	\$ 4,357.50
6	February 6, 2023	\$ 6,005.00
7	March 20, 2023	\$ 1,687.50
8	April 17, 2023	\$ 2,082.00
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 24,312.00

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



HRGreen®

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

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

April 25, 2023
Project No: 220761
Invoice No: 162212
Invoice Total: \$1,300.50

Project 220761 Ankeny, IA - State Street Fiber Optic Cable Relocation Design

Professional Services Through March 31, 2023

Phase 2.0 Preliminary Plans

Professional Personnel

	Hours	Amount	
Corporate Admin	1.00	127.00	
Totals	1.00	127.00	
Total Labor			127.00
Total this Phase			\$127.00

Phase 5.0 Front End Documents

Professional Personnel

	Hours	Amount	
Professional	5.25	1,110.00	
Corporate Admin	.50	63.50	
Totals	5.75	1,173.50	
Total Labor			1,173.50
Total this Phase			\$1,173.50

Billing Limits

	Current	Prior	To-Date
Total Billings	1,300.50	24,312.00	25,612.50
Limit			30,957.40
Remaining			5,344.90
Total this Invoice			<u>\$1,300.50</u>



HRGreen.

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

HRGREEN.COM

May 11, 2023

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

Progress Report & Attached Invoice
Ankeny, IA - State Street Fiber Optic Cable Relocation Design

HRG Project No. 220761
Contract date: July 5, 2021

Dear Jim:

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

Attached Invoice #	162212
Period covered by invoice	2/25/23 – 3/31/23
Amount this invoice	\$1,300.50
Total billings to date, including this invoice	\$25,612.50
Contract maximum fee	\$30,957.40
% of Contract billed to date	82.73%

Summary of services during this billing period:

- Coordination with Leslie and Tom
- Coordination with Iowa Signal
- Utility review coordination
- Field staking

Comments:

- None at this time

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

Best regards,

HR GREEN, INC.

Tyler Wiles, P.E.



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$4,784.50 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection 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: NW Irvinedale Drive & NW 18th Street Intersection Improvements
Contractor: HR Green, Inc.
Address: 5525 Merle Hay Road, Suite,200, Johnhnston, IA 50131
Finance Budget Code: 922.3922.4210 Finance Project #: 922.4210
Vendor Project #: 220196 Purchase Order #: NA
Original Contract Date: March 20, 2023 Vendor Account #: 5531

Date of Council Meeting: June 5, 2023 Payment Application #: 2

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

Contract Summary:

Original Contract Amount: \$ 107,920.00
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 107,920.00

Total Completed and Stored to Date: \$ 6,596.50
Retainage: 0 % of Completed Work: \$ -
Total Earned Less Retainage: \$ 6,596.50
Less Previous Applications for Payment: \$ 1,812.00
SUBTOTAL: \$ 4,784.50

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 4,784.50

Balance to Finish, Including Retainage: \$ 101,323.50

Contract Time Remaining: - Working Days

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

Construction Contractor Approval: NA
Firm Name

Signature _____ Date _____

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

Signature [Signature] Date May 15, 2023

City of Ankeny Staff Approval:

Signature [Signature] Date 5/26/23

Submit to: Leslie Hart, Traffic Engineering Manager
E-mail: lhart@ankenyiowa.gov Phone Number: 515-963-3548

Date Printed: 5/15/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1.00	PROJECT MANAGEMENT & ADMINISTRATION													
	Engineering	EA	1.00		1.00	\$ 832.00	\$ 832.00	1.00	\$ 832.00		1.00	\$ 832.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 479.50	\$ 479.50	1.00	\$ 479.50		1.00	\$ 479.50	0.00	100.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.00	TRAFFIC ANALYSIS													
	Engineering	EA	1.00		1.00	\$ 980.00	\$ 980.00	1.00	\$ 980.00		1.00	\$ 980.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 4,247.50	\$ 4,247.50	1.00	\$ 4,247.50		1.00	\$ 4,247.50	0.00	100.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
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3.00	CONCEPT DESIGN													
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
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					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.00	SURVEY & MAPPING													
	Engineering	EA	1.00		1.00	\$ 57.50	\$ 57.50	1.00	\$ 57.50		1.00	\$ 57.50	0.00	100.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
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					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 6,596.50 PAY PERIOD = \$ 6,596.50

COMPLETED = \$ 6,596.50

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 1, 2023	\$ 1,812.00
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 1,812.00

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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



► 5525 Merle Hay Road | Suite 200 | Johnston, IA 50131
Main 515.278.2913 * Fax 515.278.1846

► HRGREEN.COM

May 25, 2023

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Progress Report & Attached Invoice
Ankeny, IA - NW Irvinedale Drive and NW 18th Street Intersection
HRG Project No. 220196
Contract date: March 20, 2023

Dear Leslie:

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 #	162844
Period covered by invoice	4/1/23 – 4/28/23
Amount this invoice	\$4,784.50
Total billings to date, including this invoice	\$6,596.50
Contract maximum fee	\$107,920.00
% of Contract billed to date	6.11%

Summary of services during this billing period:

- Project Management & Admin
- Assumptions Memo development
- Draft Assumptions Memo was submitted on 4/21
- Traffic Analysis
- Survey preparation

Comments:

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

Best regards,

HR GREEN, INC.

Brian Willham, P.E.



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 15, 2023
 Project No: 220196
 Invoice No: 162844
 Invoice Total: \$4,784.50

Project 220196 Ankeny, IA - NW Irvinedale Drive and NW 18th Street Intersection
 NW Irvinedale Drive and NW 18th Street
 Intersection Improvements

Professional Services Through April 28, 2023

Phase 1.0 Project Management and Administration
Professional Personnel

	Hours	Amount	
Senior Professional	1.50	352.50	
Corporate Admin	1.00	127.00	
Totals	2.50	479.50	
Total Labor			479.50
Total this Phase			\$479.50

Phase 2.0 Traffic Analysis
Professional Personnel

	Hours	Amount	
Senior Professional	14.50	3,407.50	
Junior Professional	6.00	840.00	
Totals	20.50	4,247.50	
Total Labor			4,247.50
Total this Phase			\$4,247.50

Phase 4.0 Survey and Mapping
Professional Personnel

	Hours	Amount	
Technician	.50	57.50	
Totals	.50	57.50	
Total Labor			57.50
Total this Phase			\$57.50

Billing Limits	Current	Prior	To-Date
Total Billings	4,784.50	1,812.00	6,596.50
Limit			107,920.00
Remaining			101,323.50
Total this Invoice			\$4,784.50

Project	220196	Ankeny, IA - NW Irvinedale Drive and NW	Invoice	162844
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ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #11 in the amount of \$4,112.50 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street 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 #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 3rd Street Improvements - Phase 2
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 #: 200170.02
PO #
Original Contract Date: June 20, 2022
Vendor # 7827

##

Date of Council Meeting: June 5
May 4, 2023
PAYMENT PERIOD: From: April 8, 2023 Through: May 5, 2023
PAYMENT REQUEST # 11

Contract Summary

Original Contract Amount:	\$	106,780.00
Net change by Change Orders:	\$	-
Contract Amount to Date: (line 1 ± 2)	\$	106,780.00
Total completed and stored to date:	\$	99,678.75
Retainage: <u>0</u> % of Completed Work:	\$	-
Total Earned less Retainage:	\$	99,678.75
Less previous applications for payment:	\$	95,566.25
SUBTOTAL	\$	4,112.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,112.50

Balance to finish, including retainage: \$ 7,101.25

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

May 12, 2023

City of Ankeny Staff Approval:

Signature

Date

05/17/2023

Submit to: Becky Ford, PE, CFM - Storm Water & 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	August 1, 2022	\$ 6,090.00
2	September 5, 2022	\$ 17,092.50
3	October 3, 2022	\$ 6,496.25
4	November 7, 2022	\$ 22,783.75
5	December 19, 2022	\$ 15,661.25
6	January 3, 2023	\$ 10,681.25
7	February 6, 2023	\$ 7,326.25
8	March 6, 2023	\$ 6,340.00
9	April 3, 2023	\$ 1,193.75
10	May 1, 2023	\$ 1,901.25
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 95,566.25

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

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 12, 2023

Project No: R200170.02

Invoice No: 141264

Invoice Amount: 4,112.50

Becky Ford
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Timothy Sheets

Project R200170.02 Ankeny SE 3rd Street Improvements - Phase 2

Professional Services through May 5, 2023

- 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	\$22,810.00		\$22,003.75	\$19,991.25	\$2,012.50
Preliminary Design	\$12,800.00		\$12,800.00	\$12,800.00	0.00
Final Design	\$62,075.00		\$62,075.00	\$62,075.00	0.00
Public Information Meeting	\$3,860.00		\$2,800.00	\$700.00	\$2,100.00
Bidding Phase Services	\$5,235.00		0.00	0.00	0.00
Total	\$106,780.00		\$99,678.75	\$95,566.25	\$4,112.50
Total Amount Due Upon Receipt :					\$4,112.50

Email Invoice to: BFord@AnkenyIowa.gov

Billing Backup

JEO Consulting Group, Inc.	Invoice 141264 Dated 5/12/2023	Friday, May 12, 2023 8:15:06 AM
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Project	R200170.02	Ankeny SE 3rd Street Improvements - Phase 2
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Phase	106AC	Administration and Coordination
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Hours this Invoice

			Hours		Amount
Transportation Senior Engineer	4/21/2023		4.00	175.00	700.00
Transportation Senior Engineer	5/3/2023		7.50	175.00	1,312.50
Totals			11.50		2,012.50
Total Labor					2,012.50

Total this Phase	\$2,012.50
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Phase	356PI	Public Information Meeting
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Hours this Invoice

			Hours		Amount
Transportation Senior Engineer	4/21/2023		2.00	175.00	350.00
Transportation Senior Engineer	5/1/2023		1.00	175.00	175.00
Transportation Senior Engineer	5/2/2023		5.50	175.00	962.50
Transportation Senior Engineer	5/4/2023		2.00	175.00	350.00
Transportation Senior Engineer	5/5/2023		1.50	175.00	262.50
Totals			12.00		2,100.00
Total Labor					2,100.00

Total this Phase	\$2,100.00
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Total this Project	\$4,112.50
--------------------	------------

Total this Report	\$4,112.50
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May 12, 2023

Becky Ford, PE, CFM
Stormwater and Environmental Manager
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE 3rd Street Improvements - Phase 2
Progress Report No. 11
JEO Project No. 200170.02

Becky:

This is the eleventh progress report for the above referenced project and covers work through May 5, 2023. Work related to this project includes final design of the Phase 2 plans, QC/QA, submittal of our 90% plans for city review, and coordination with property owners and utility companies.

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

Sincerely,

Tim Sheets, PE
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #21 in the amount of \$3,133.75 to JEO Consulting Group, Inc. for engineering services on the SE 3rd Street Utility Improvements Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #21

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 5, 2023
PAYMENT REQUEST # 21
PAYMENT PERIOD: From: March 4, 2023 Through: May 5, 2023

Contract Summary

Original Contract Amount:	\$	129,560.00	
Net change by Change Orders:	\$	194,470.00	
Contract Amount to Date: (line 1 ± 2)	\$	324,030.00	
Total completed and stored to date:	\$	317,448.45	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	317,448.45	
Less previous applications for payment:	\$	314,314.70	
SUBTOTAL	\$		3,133.75

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,133.75

Balance to finish, including retainage: \$ 6,581.55

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

Tracy J. Sleas

Signature

May 12, 2023

Date

City of Ankeny Staff Approval:

Becky Ford

Signature

05/12/2023

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
12	June 6, 2022	\$ 2,417.50
13	July 5, 2022	\$ 12,187.20
14	August 1, 2022	\$ 19,825.00
15	September 6, 2022	\$ 23,732.50
16	October 3, 2022	\$ 30,227.50
17	November 7, 2022	\$ 24,341.25
18	December 19, 2022	\$ 18,380.00
19	January 3, 2023	\$ 6,223.75
20	April 3, 2023	\$ 16,465.00
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 314,314.70

Record of Change Orders

No.	Date	Amount
1	June 7, 2021	\$ 11,885.00
2	March 7, 2022	\$ 166,120.00
3	February 20, 2023	\$ 16,465.00
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CHANGE ORDER TOTAL = \$ 194,470.00

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 12, 2023

Project No: R200170.01

Invoice No: 141263

Invoice Amount: 3,133.75

Becky Ford
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Timothy Sheets

Project R200170.01 Ankeny SE 3rd Street Improvements - Phase 1

Professional Services through May 5, 2023

- 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	\$47,460.00		\$47,460.00	\$47,460.00	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		\$23,418.75	\$20,285.00	\$3,133.75
Construction Administration	\$149,965.00		\$149,965.00	\$149,965.00	0.00
Total	\$324,030.00		\$317,448.75	\$314,315.00	\$3,133.75
Total Amount Due Upon Receipt :					\$3,133.75

Email invoice to: BFord@AnkenyIowa.gov

Billing Backup

JEO Consulting Group, Inc.

Invoice 141263 Dated 5/12/2023

Friday, May 12, 2023
8:14:59 AM

ProjectR200170.01Ankeny SE 3rd Street Improvements - Phase 1

Phase705CSConstruction Staking (Survey)

Hours this Invoice

		Hours	Amount	
Survey Senior Project Manager	4/4/2023	.50	175.00	87.50
Survey Senior Project Manager	4/5/2023	.25	175.00	43.75
Survey Senior Project Manager	4/6/2023	1.25	175.00	218.75
Survey Senior Project Manager	4/10/2023	.50	175.00	87.50
Survey Senior Project Manager	4/11/2023	1.00	175.00	175.00
Survey Senior Project Manager	5/4/2023	.75	175.00	131.25
Survey Technician	4/6/2023	5.00	85.00	425.00
Survey Technician	4/7/2023	4.50	85.00	382.50
Survey Technician	4/11/2023	4.00	85.00	340.00
Survey Technician	5/4/2023	3.50	85.00	297.50
Survey Technician	4/6/2023	5.00	90.00	450.00
Survey Technician	4/7/2023	4.50	90.00	405.00
Survey Technician	5/4/2023	1.00	90.00	90.00
Totals		31.75		3,133.75
Total Labor				3,133.75
			Total this Phase	\$3,133.75
			Total this Project	\$3,133.75
			Total this Report	\$3,133.75



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$30,194.39 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Transportation Master Plan
 Contractor: JEO Consulting Group, Inc.
 Address: 1937 N. Chestnut Street, Wahoo, NE 68066
 Finance Budget Code: 260.3265.4210 Finance Project #: NA
 Vendor Project #: 222064 Purchase Order #: NA
 Original Contract Date: February 20, 2023 Vendor Account #: 7827

Date of Council Meeting: June 5, 2023 Payment Application #: 2

Payment Period: From: April 8, 2023 Through: May 5, 2023

Contract Summary:

Original Contract Amount:	\$	269,400.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	269,400.00	
Total Completed and Stored to Date:	\$	36,526.89	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	36,526.89	
Less Previous Applications for Payment:	\$	6,332.50	
SUBTOTAL:	\$		30,194.39

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 30,194.39

Balance to Finish, Including Retainage: \$ 232,873.11

Contract Time Remaining: NA

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

Construction Contractor Approval: _____

Firm Name

Signature

Date

Engineer / Consultant Approval: JEO Consulting Group, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Leslie Hart, Traffic Engineering Manager

E-mail: lhart@ankenyiowa.gov

Phone Number: 515-963-3548



Engineering | Architecture | Surveying | Planning

Invoice

May 16, 2023
Project No: R222064.00
Invoice No: 141374
Invoice Amount: 30,194.39

Leslie Hart
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Lonnie Burklund

Project R222064.00 Ankeny Transportation Master Plan

Professional Services through May 5, 2023

- Include Pay Application sheet with Invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Project Management	\$34,530.00	21%	\$7,402.50	\$1,302.50	\$6,100.00
Current and Future Transportation Conditions	\$54,150.00	38%	\$20,727.50	\$4,550.00	\$16,177.50
Public Engagement and Stakeholder Input	\$56,200.00	5%	\$2,543.75	\$480.00	\$2,063.75
Goals, Objectives, and Action Steps	\$29,750.00	0%	0.00	0.00	0.00
Alternatives Analysis & Prioritization	\$49,620.00	0%	0.00	0.00	0.00
Transportation Master Plan	\$40,100.00	14%	\$5,580.00	0.00	\$5,580.00
Direct Costs	\$5,050.00	5%	\$273.14	0.00	\$273.14
Total	\$269,400.00		\$36,526.89	\$6,332.50	\$30,194.39
Total Amount Due Upon Receipt :					\$30,194.39

Email invoice to: lhart@ankenyiowa.gov



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of \$1,207.50 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 #9

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 5, 2023 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: March 18, 2023 Through: April 28, 2023

Contract Summary

Original Contract Amount:	\$	44,080.00	
Net change by Change Orders:	\$	15,444.52	
Contract Amount to Date: (line 1 ± 2)	\$	59,524.52	
Total completed and stored to date:	\$	40,615.33	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	-	
Less previous applications for payment:	\$	39,407.83	
SUBTOTAL	\$		1,207.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,207.50

Balance to finish, including retainage: \$ 18,909.19

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

March 31, 2023

City of Ankeny Staff Approval:

Signature

Date

Becky Ford

5/25/2023

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
6	June 6, 2022	\$ 18,496.57
7	September 6, 2022	\$ 1,934.52
8	April 17, 2023	\$ 2,240.40
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 39,407.83

Record of Change Orders

No.	Date	Amount
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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 19, 2023

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 are invoices 89809, for work conducted on this project from March 18, 2023 to April 28, 2023

During this period we have completed the following work:

- Coordination with JCG on acquisitions
- Preparation of final plans and specifications

Anticipated work to be completed during the next period:

- Submittal of final plans and specifications.
- Coordination with JCG on needed acquisitions.

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
Billing Questions: 402-255-3833

INVOICE

Invoice Number: 89809
Date: May 11, 2023
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 28, 2023

Maximum Allowable	\$59,524.52
Previously Billed	\$39,407.83
Current Invoice Amount	\$1,207.50
Remaining Contract	\$18,909.19

Professional Services

	Hours	Rate	Amount
Fleming, Robert B - Design Technician	1.00	100.00	\$100.00
Friend, Randall M - Engineering Intern III	.50	135.00	\$67.50
Smith, Benjamin S - Associate Engineer	6.50	160.00	\$1,040.00
	8.00		\$1,207.50

Invoice Total **\$1,207.50**



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$14,875.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Uptown Parking Improvements
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 975.3975.4210 **Finance Project #** 975.4210
Vendor Project or Invoice #: **PO #**
Original Contract Date: 07/18/2022 **Vendor #** 6447

Date of Council Meeting: June 5, 2023 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: April 16, 2023 Through: May 20, 2023

Contract Summary

Original Contract Amount:	\$	41,710.00	
Net change by Change Orders:	\$	47,200.00	
Contract Amount to Date: (line 1 ± 2)	\$		88,910.00
Total completed and stored to date:	\$	78,410.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		78,410.00
Less previous applications for payment:	\$		63,535.00
SUBTOTAL	\$		14,875.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 14,875.00

Balance to finish, including retainage: \$ 10,500.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: Not Applicable
Firm Name

Signature Date

Engineer / Consultant Approval: MSA Professional Services, Inc.
Firm Name

Signature: Nichole Sungen Date: 05/25/2023

City of Ankeny Staff Approval:

Signature: Leslie Hart Date: 5/26/23

Submit to: Leslie Hart, Traffic Engineering Manager
E-mail: LHart@ankenyiowa.gov **Phone:** (515) 963-3548 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 3, 2023	\$ 26,710.00
2	March 1, 2023	\$ 6,550.00
3	May 1, 2023	\$ 30,275.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 63,535.00

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 47,200.00
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TOTAL \$ 47,200.00

Contract Time Remaining

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



1555 SE Delaware Ave
Suite F
Ankeny, IA 50021

P (515) 964-1920
TF (800) 844-4122
F (515) 964-4003

www.msa-ps.com

May 25, 2023

Leslie Hart, Traffic Engineering Manager
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Re: Uptown Parking Improvements
Project # 09085056

Dear Ms. Hart:

Please find attached the Engineering Invoice #4 for work completed between April 16, 2023 and May 20, 2023. Please refer to the attached Project Update for a summary of the work completed to date. MSA has completed and submitted the final plans submittal to the City.

Please contact me if you have any questions regarding the information in this submittal. We appreciate the opportunity to work with the City of Ankeny and look forward to a successful project.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in blue ink that reads "Nichole Sungren". The signature is written in a cursive, flowing style.

Nichole Sungren, P.E.
Project Manager

nes
Enc.

PROJECT UPDATE

CONTACT INFORMATION:

Nichole Sungren

Phone: (515) 964-1920

nsungren@msa-ps.com

DATE:

May 25, 2023

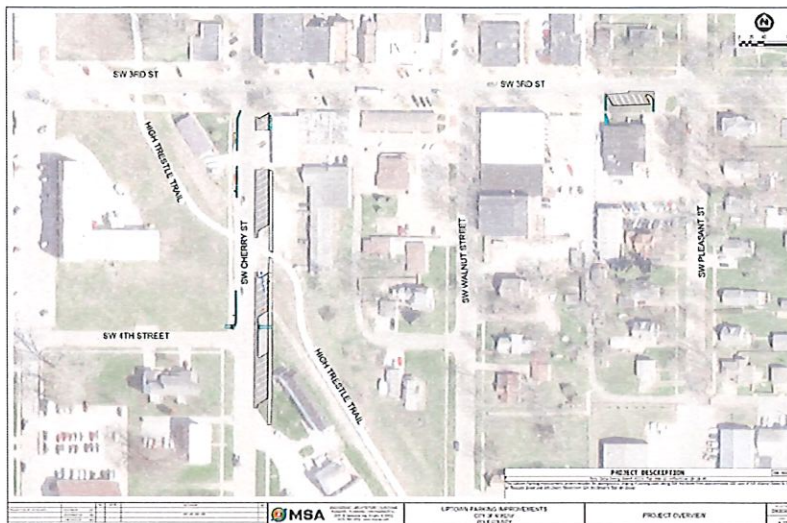
PROJECT NUMBER:

City of Ankeny:

STR-21-006

MSA:

09085056



TASK 1: SURVEY/MAPPING

Task 1: 100% Complete

This task is complete.

TASK 2: CONCEPTUAL DESIGN

Task 2: 100% Complete

This task is complete.

TASK 3: PRELIMINARY DESIGN

Task 3: 100% Complete

This task is complete.

TASK 4: FINAL DESIGN

Task 4: 100% Complete

MSA prepared the plans for the Area for inclusion in the preliminary plan set for City staff review.

TASK 5: COMPETITIVE QUOTATION

Task 5: 0% Complete

No work has started on this task.

PROJECT UPDATE

TASK 6: PROJECT ADMINISTRATION

Task 6: 70% Complete

MSA has coordinated with the City on project timeline and deliverable, reviewed City comments, and performed internal meetings to discuss City comments.

TASK 7: ADDITIONAL PRELIMINARY DESIGN

Task 7: 100% Complete

This task is complete.

TASK 8: ADDITIONAL FINAL DESIGN

Task 8: 70% Complete

MSA has prepared and submitted the final plans to the City for review and final comments.

TASK 9: BIDDING

Task 9: 0% Complete

No work has started on this task.



Remit to:
MSA Professional Services, Inc.
1230 South Boulevard
Baraboo, WI 53913

INVOICE

PAYMENT DUE UPON RECEIPT OF INVOICE.
INTEREST AT THE RATE OF 1.5% PER MONTH
ON UNPAID BALANCE WILL BE ADDED TO
YOUR NEXT STATEMENT.

For questions, contact: (800) 362-4505

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

May 25, 2023

Invoice No: R09085056.0 - 4

Project Manager 00-50-203
Client Liaison Nichole Sungren
Nichole Sungren

AMOUNT DUE THIS INVOICE: \$14,875.00

Project R09085056.0 Ankeny 2022 Uptown Parking Improvements
Professional Services from April 16, 2023 to May 20, 2023

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Survey/Mapping	6,200.00	100.00	6,200.00	6,200.00	0.00
Conceptual Design	11,460.00	100.00	11,460.00	11,460.00	0.00
Preliminary Design	9,050.00	100.00	9,050.00	9,050.00	0.00
Final Design	7,100.00	100.00	7,100.00	5,325.00	1,775.00
Competitive Quotation	2,900.00	0.00	0.00	0.00	0.00
Project Admin	5,000.00	70.00	3,500.00	3,000.00	500.00
Add'l Preliminary Design	28,500.00	100.00	28,500.00	28,500.00	0.00
Add'l Final Design	18,000.00	70.00	12,600.00	0.00	12,600.00
Bidding	700.00	0.00	0.00	0.00	0.00
Total Fee	88,910.00		78,410.00	63,535.00	14,875.00
Total Fee					14,875.00
AMOUNT DUE THIS INVOICE:					\$14,875.00

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.



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$181,440.80 to Musco Sports Lighting dba Iowa Sports Turf for construction 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 #2
--

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: CHERRY GLEN BALLFIELD DEVELOPMENT
Contractor: MUSCO SPORTS LIGHTING dba IOWA SPORTS TURF
Address: 100 1st Ave W, Oskaloosa, IA 52577
Finance Budget Code: 933.2935.4408 **Finance Project #** 933.2933
Vendor Project or Invoice #: 1 **PO #** n/a
Original Contract Date: November 21, 2022 **Vendor #** n/a

Date of Council Meeting: June 5, 2023 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: April 14, 2022 Through: May 16, 2023

Contract Summary

Original Contract Amount:	\$	588,029.01	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	588,029.01	
 Total completed and stored to date:	\$	431,576.06	
Retainage: 5 % of Completed Work:	\$	21,578.80	
Total Earned less Retainage:	\$	409,997.26	
Less previous applications for payment:	\$	228,556.46	
SUBTOTAL	\$		181,440.80
 OTHER CHARGES (Attach an itemized list)	\$		
 CURRENT PAYMENT DUE	\$		181,440.80
 Balance to finish, including retainage:	\$	178,031.75	
 Contract Time Remaining (If applicable)	-	Working Days	

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

Construction Contractor Approval: MUSCO SPORTS LIGHTING dba IOWA SPORTS TURF

Signature: [Signature] Firm Name: _____ Date: 5/25/23

Engineer / Consultant Approval: Snyder & Associates Inc.

Signature: [Signature] Firm Name: _____ Date: 05/25/2023

City of Ankeny Staff Approval:

Signature: [Signature] Date: 5/26/23

Submit to: Nick Lenox. - Parks & Recreation Director
E-mail: NLenox@AnkenyIowa.gov **Phone:** (515) 963-3576 **Fax:** (515) 963-3535

Date Printed: 5/24/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # If Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	General Provisions	LS	1		1	\$20,000.00	\$ 20,000.00	0.50	\$ 10,000.00	0.50	50.00%
2.1	Demolition	LS	1		1	\$15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	-	100.00%
2.2	Import	LS	1		1	\$47,292.30	\$ 47,292.30	1.00	\$ 47,292.30	-	100.00%
2.3	Grading	LS	1		1	\$80,000.00	\$ 80,000.00	0.75	\$ 60,000.00	0.25	75.00%
3	Ballfield Surfaces / Bases	LS	1		1	\$41,555.00	\$ 41,555.00	1.00	\$ 41,555.00	-	100.00%
4	Fencing	LS	1		1	\$31,671.63	\$ 31,671.63	0.50	\$ 15,835.82	0.50	50.00%
5	Storm Sewer	LS	1		1	\$72,912.00	\$ 72,912.00	1.00	\$ 72,912.00	-	100.00%
6	Water Service	LS	1		1	\$13,393.60	\$ 13,393.60	1.00	\$ 13,393.60	-	100.00%
7	Dugout Benches	LS	1		1	\$ 8,000.00	\$ 8,000.00	0.50	\$ 4,000.00	0.50	50.00%
8	Concrete Paving	LS	1		1	\$159,823.12	\$ 159,823.12	0.75	\$ 119,867.34	0.25	75.00%
9	Landscaping	LS	1		1	\$14,406.96	\$ 14,406.96	-	\$ -	1.00	0.00%
10	Surface Restoration	LS	1		1	\$30,200.00	\$ 30,200.00	0.25	\$ 7,550.00	0.75	25.00%
	Alternate #1	LS	1		1	\$53,774.40	\$ 53,774.40	0.45	\$ 24,170.00	0.55	44.95%
28					-	\$ -	\$ -		\$ -	-	0.00%
29					-	\$ -	\$ -		\$ -	-	0.00%
30					-	\$ -	\$ -		\$ -	-	0.00%
31					-	\$ -	\$ -		\$ -	-	0.00%
32					-	\$ -	\$ -		\$ -	-	0.00%
33					-	\$ -	\$ -		\$ -	-	0.00%
34					-	\$ -	\$ -		\$ -	-	0.00%
35					-	\$ -	\$ -		\$ -	-	0.00%
36					-	\$ -	\$ -		\$ -	-	0.00%
37					-	\$ -	\$ -		\$ -	-	0.00%
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75					-	\$ -	\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 588,029.01

\$ 431,576.05

-26.61%



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

May 24, 2023

Nick Lenox
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

RE: PARTIAL PAYMENT APPLICATION NO. 2
CHERRY GLEN BALLFIELD DEVELOPMENT

Dear Mr. Lenox:

Partial payment application No. 2 includes work completed by Musco Sports Lighting dba Iowa Sports Turf, through May 16, 2023.

Work completed during this period was related to mobilization/general provisions, grading, ballfield surface, fencing, water service, dugout benches, concrete trail and parking lot and surface restoration. Work performed to date represents approximately 73% of the total contract amount.

We recommend approval of Partial Payment Application #2, in the amount of \$181,440.80. Retainage of 5% was withheld from the amount requested. The total remaining balance is \$178,031.75.

Once approved, please send one copy to the contractor along with payment and send one copy to my attention at Snyder & Associates. If you have any questions or comments on this pay application, please feel free to contact me at your convenience. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

Clay Schneckloth, PLA

Enclosures

CC: Casey Scheidel, Iowa Sports Turf
File



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #3 in the amount of \$10,840.00 to Nilles Associates, Inc., for engineering services on the NE Crestmoor Sanitary Sewer Replacement project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Crestmoor Sanitary Sewer Replacement
Contractor: Nilles Associates, Inc.
Address: 1933 SW Magazine Road, Ankeny, IA 50023
Finance Budget Code: 656.3656.4210 Finance Project Code: 656.4210
Vendor Project or Invoice #: 22017.03 PO #:
Original Contract Date: March 21, 2022 Vendor #: 3164

Date of Council Meeting June 5, 2023 PAYMENT REQUEST # 3
PAYMENT PERIOD: From: 12/01/22 through: 04/30/23

Contract Summary

Original Contract Amount:	\$	<u>37,700.00</u>	
Net change by Change Orders:	\$	<u>85,440.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>123,140.00</u>	
Total completed and stored to date:	\$	<u>45,077.50</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>45,077.50</u>	
Less previous applications for payment:	\$	<u>34,237.50</u>	
SUBTOTAL	\$		<u>10,840.00</u>

OTHER CHARGES (Please attach an itemized list)

CURRENT PAYMENT DUE \$ 10,840.00

Balance to finish, including retainage: \$ 78,062.50

Contract Time Remaining (If applicable) -

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

Engineer/Consultant Approval: Nilles Associates, Inc.
Firm Name

Signature

Date

5/25/2023

City of Ankeny Staff Approval

Signature

Date

5/25/23

Submit to: Don Clark, 220 West 1st Street, Ankeny, Iowa 50023

Email: DClark@AnkenyIowa.gov Phone: 515-963-3529 Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	9/8/2022	\$ 16,997.50
2	12/19/2022	\$ 17,240.00
3		
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TOTAL \$ 34,237.50

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Record of Change Orders

#	Date	Amount
1	2/6/2023	\$ 85,440.00
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TOTAL		\$ <u>85,440.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	March 21, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



1933 SW Magazine Road
Ankeny, IA 50023
(515) 965-0123 office / (515) 965-3322 fax
nillesinc.com

INVOICE

City of Ankeny
Attn: Don Clark
220 W. 1st Street
Ankeny, Iowa 50023

Invoice Date: 5/10/2023
Billing Period 12/01/22-04/30/23

Invoice No: 22017.03
Project No: 22017

Project: NE Crestmoor Sanitary Sewer Replacement

Basic Services:	Hours	Rate	Amount	Current
Engineer VII	28.0	\$140.00	\$3,920.00	
Engineer IV	26.5	\$105.00	\$2,782.50	
Engineer I	17.5	\$75.00	\$1,312.50	
Land Surveyor V	2.0	\$115.00	\$230.00	
Technician VI	14.5	\$95.00	\$1,377.50	
Technician V	8.5	\$85.00	\$722.50	
QuestCDN	1.0	\$495.00	<u>\$495.00</u>	
		Subtotal:	\$10,840.00	<u>\$10,840.00</u>
		Previous Invoices:	<u>\$34,237.50</u>	
		Total to Date:	\$45,077.50	

Contract Amount: \$ 123,140.00
Amount Remaining: \$ 78,062.50

Total Due this Invoice: \$10,840.00

Thank You for Your Business



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #13 in the amount of \$18,638.75 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Fourmile Creek and Tributary to Fourmile Creek Restoration
Contractor: RDG Planning & Design, Inc.
Address: 301 Grand Avenue Des Moines IA 50309
Finance Budget Code: 17.35% 694.3694.4210
82.65% 696.3696.4210
Finance Project # 17.35% 694.4210
82.65% 696.4210
Vendor Project or Invoice #: 54010
PO # N/A
Original Contract Date: March 7, 2022
Vendor # 3960

Date of Council Meeting: June 19, 2023
PAYMENT REQUEST # 13
PAYMENT PERIOD: From: April 1, 2023 Through: April 30, 2023

Contract Summary

Original Contract Amount:	\$	223,370.00	
Net change by Change Orders:	\$	84,555.00	
Contract Amount to Date: (line 1 ± 2)	\$	307,925.00	
Total completed and stored to date:	\$	245,736.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	245,736.50	
Less previous applications for payment:	\$	227,097.75	
SUBTOTAL	\$	18,638.75	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 18,638.75

Balance to finish, including retainage: \$ 62,188.50

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:

RDG Planning & Design, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

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

May 19, 2023

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

RE: Fourmile Creek and Tributary to Fourmile Creek Restoration

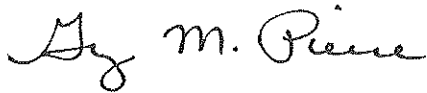
Ms. Ford:

This letter accompanies RDG Invoice #54010 related to the project referenced above. During the period of work related to this invoice the following tasks or work items were performed:

1. Management of project schedule and internal delegation of tasks
2. Iowa River Restoration Toolbox analyses
3. Coordination with Iowa Department of Natural Resources
4. Refinement of construction document design plans for stream restoration project

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

Sincerely,



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



APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 227,097.75

Record of Change Orders

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

Contract Time Remaining

Contract Period: Working Days
Construction Start Date: _____

Substantial Completion

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

Full Completion

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



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #30 in the amount of \$499.50 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Pay Application

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Senior Community Center
Contractor: Shive Hattery
Address: PO Box 1599 - Cedar Rapids, Iowa 52106-1599
Finance Budget Code: 905.2905.4210 Finance Project #: 905.421
Vendor Project or Invoice #: 4185992-32 PO #:
Original Contract Date: October 28, 2019 Vendor #: 8471

Date of Council Meeting: June 5, 2023 PAYMENT REQUEST # 30
PAYMENT PERIOD: From: March 18, 2023 Through: May 12, 2023

Contract Summary

Original Contract Amount:	\$	<u>601,000.00</u>	
Net change by Change Orders:	\$	<u>159,700.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>760,700.00</u>	
Total completed and stored to date:	\$	<u>750,978.21</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>750,978.21</u>	
Less previous applications for payment:	\$	<u>750,478.71</u>	
SUBTOTAL	\$		<u>499.50</u>

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 499.50

Balance to finish, including retainage: \$ 9,721.79

Contract Time Remaining (If applicable) - Working Days

172,021

Construction Contractor Approval: Shive Hattery

Firm Name

Anne Cameron

Signature

May 17, 2023

Date

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Mike Schrock

Signature

05/22/2023

Date

Submit to:

Mike Schrock

E-mail:

mschrock@ankenyiowa.gov

Phone:

(515) 965-6426

Fax:

(515) 963-3537

May 17, 2023

Invoice No:

4185992 - 32

Mike Schrock
City of Ankeny, IA
220 West First St.
Ankeny, IA 50023

Ankeny - Senior Community Center Design Services

Services provided through May 12, 2023:

Phase 02 Base Contract

	Total Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	113,400.00	100.00	113,400.00	113,400.00	0.00
Design Development	113,400.00	100.00	113,400.00	113,400.00	0.00
Construction Documents	198,450.00	100.00	198,450.00	198,450.00	0.00
Bid	28,350.00	100.00	28,350.00	28,350.00	0.00
Construction Administration	113,400.00	100.00	113,400.00	113,400.00	0.00
Amend. #1 Geothermal Wells	24,000.00	100.00	24,000.00	24,000.00	0.00
Amend. #2 Parking Lot & Storm	14,900.00	100.00	14,900.00	14,900.00	0.00
Reimbursables	16,500.00	100.00	16,500.00	16,500.00	0.00
M/E Commissioning	19,000.00	100.00	19,000.00	19,000.00	0.00
Amend. #3 BECx Commissioning	28,900.00	100.00	28,900.00	28,900.00	0.00
Amend. #4 FF&E Design	19,900.00	100.00	19,900.00	19,900.00	0.00
Amend. #5 Parking Lot Replacement	20,000.00	100.00	20,000.00	20,000.00	0.00
Amend. #6 Paving Observation	10,500.00	100.00	10,500.00	10,500.00	0.00
Amend. #7 Floor Plan Changes	5,000.00	100.00	5,000.00	5,000.00	0.00
Amend #8 Add CA Services (Hrly)	15,000.00	100.00	15,000.00	15,000.00	0.00
Amend #9 Add CA Services (Hrly)	10,000.00	100.00	10,000.00	9,778.71	221.29
Amend #10 Add CA Serv (Hrly)	10,000.00	2.7821	278.21	0.00	278.21
Total Fee	760,700.00		750,978.21	750,478.71	499.50
	Total Fee				499.50
			Total this Phase		\$499.50
			AMOUNT DUE THIS INVOICE		\$499.50

RLH

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

ACH PAYMENTS NOW ACCEPTED. PLEASE EMAIL AR@SHIVE-HATTERY.COM FOR DETAILS.

Billing Backup

Wednesday, May 17, 2023

Shive-Hattery, Inc.

Invoice

Dated 5/17/2023

10:40:05 AM

Phase	73	C-Admin - Amend-10 Add Services			
			Hours	Rate	Total
Grade 2 Professional Staff					
010046	Wilkerson, Kaitlin	4/24/2023	.10	124.00	12.40
Grade 3 Professional Staff					
000977	Harbaugh, Anthony	5/3/2023	1.00	138.00	138.00
000977	Harbaugh, Anthony	5/8/2023	.50	138.00	69.00
Grade 6 Professional Staff					
000566	Hinds, Ronald	3/20/2023	.30	185.00	55.50
Grade 8 Professional Staff					
000347	Wehr, Todd	5/3/2023	.50	221.00	110.50
Grade 2 Technician					
000826	Conrad, Kristen	4/27/2023	.40	89.00	35.60
Grade 7 Technician					
000055	Cameron, Anne	3/21/2023	.50	157.00	78.50
	Totals		3.30		499.50
	Total Labor				499.50
				Total this Phase	\$499.50
				Total this Project	\$499.50
				Total this Report	\$499.50

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	Feburary 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	Feburary 11, 2022	\$ 2,275.40
22	March 11, 2022	\$ 3,334.30
23	April 22,2022	\$ 4,974.40
24	May 26, 2022	\$ 2,347.80
25	August 2, 2022	\$ 6,197.31
26	October 7, 2022	\$ 4,255.40
27	November 11,2021	\$ 960.70
28	January 27,2023	\$ 3,812.51
29	March 21, 2023	\$ 750.10
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 750,478.71

Record of Change Orders

No.	Date	Amount
1	Geothermal Wells	\$ 24,000.00
2	Parking Lot & Storm	\$ 16,400.00
3	Amendment #3	\$ 28,900.00
4	Amendment #4	\$ 19,900.00
5	Amendment #5	\$ 20,000.00
6	Amendment #6	\$ 10,500.00
7	Amendment #7	\$ 5,000.00
8	Amendment #8	\$ 15,000.00
9	Amendment #9	\$ 10,000.00
10	Amendment #10	\$ 10,000.00
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CHANGE ORDER TOTAL = \$ 159,700.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	0.0



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #10 in the amount of \$12,090.52 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S Ankeny Blvd Transmission Main
Contractor: Short Elliott Hendrickson Inc.
Address: PO Box 64780, St. Paul, MN 55164-0780
Finance Budget Code: 633.3633.4210 **Finance Project #** 633.4210
Vendor Project or Invoice #: ANKMU 165980 **PO #**
Original Contract Date: February 7, 2022 **Vendor #** 011405

Date of Council Meeting: JUNE 5, 2023 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: April 1, 2023 Through: April 29, 2023

Contract Summary

Original Contract Amount:	\$	216,800.00	
Net change by Change Orders:	\$	222,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	439,400.00	
Total completed and stored to date:	\$	219,354.50	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	219,354.50	
Less previous applications for payment:	\$	207,263.98	
SUBTOTAL	\$		12,090.52

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 12,090.52

Balance to finish, including retainage: \$ 220,045.50

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name _____

Signature _____ Date _____

Engineer / Consultant Approval:

Firm Name Short Elliott Hendrickson Inc.

Signature Katrina L. Kinsley Date May 12, 2023

City of Ankeny Staff Approval:

Signature Donald Clark Date 5-15-23

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 6, 2022	\$ 107,390.36
2	October 3, 2022	\$ 13,894.08
3	November 7, 2022	\$ 24,938.29
4	November 27, 2022	\$ 21,603.75
5	January 3, 2023	\$ 20,653.82
6	February 6, 2023	\$ 5,787.29
7	February 20, 2023	\$ 1,671.99
8	March 20, 2023	\$ 4,447.44
9	May 1, 2023	\$ 6,876.96
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 207,263.98

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 222,600.00
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TOTAL \$ 222,600.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 7, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



Invoice

Invoice Number: 446146

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 \$12,090.52

Due Date	09-JUN-23
Invoice Date	10-MAY-23
Bill Through Date	29-APR-23
Terms	30 NET
SEH Customer Acct #	86294
Customer Project #	
Agreement / PO #	165980
Project Manager	Katie Kinsey kkinsey@sehinc.com
Client Service Manager	Katie Kinsey kkinsey@sehinc.com
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

Project #	Project Name	Project Description
165980	ANKMU S Ankeny Blvd Trans	South Ankeny Boulevard Transmission Main

Notes:**CC:**

dclark@ankenyiowa.gov

Task: 1.0 - Project Administration**Direct**

Personnel	Hours	Amount
Senior Project Engineer	2.75	\$618.21
Senior Admin Assistant	0.25	\$33.01
	<u>3.00</u>	<u>\$651.22</u>

Task: 1.0 Total: \$651.22



Invoice

Invoice Number: 446146

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

Task: 3.0 - Final Design

Direct

Personnel	Hours	Amount	
Senior Project Engineer	4.75	\$945.79	
	<u>4.75</u>		\$945.79

Task: 3.0 Total: \$945.79

Task: 5.0 - Construction Administration

Direct

Personnel	Hours	Amount	
Project Engineer	1.00	\$144.54	
Senior Project Engineer	5.00	\$1,027.68	
Staff Engineer	48.50	\$5,421.19	
	<u>54.50</u>		\$6,593.41

Reimbursed - Expenses

Expenditure Type	Amount	
Mileage	\$14.95	
		\$14.95

Task: 5.0 Total: \$6,608.36

Task: 6.0 - Construction Observation

Direct

Personnel	Hours	Amount	
Staff Engineer	22.50	\$2,515.00	
	<u>22.50</u>		\$2,515.00

Reimbursed - Expenses

Expenditure Type	Amount	
Mileage	\$124.80	
		\$124.80

Task: 6.0 Total: \$2,639.80

Task: 7.0 - Construction Survey

Direct

Personnel	Hours	Amount	
Licensed Land Surveyor	1.50	\$238.53	
Survey Crew Chief	7.50	\$865.12	
	<u>9.00</u>		\$1,103.65



Invoice

Invoice Number: 446146

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

Task: 7.0 - Construction Survey

Reimbursed - Expenses

Expenditure Type	Amount
Equip - Vehicles - Survey Vehicle (Hr)	\$4.90
Equip - Survey and GPS - GPS - Srv Grade (Hr)	\$122.50
Mileage	\$14.30
	\$141.70

Task: 7.0 Total: \$1,245.35

Invoice total \$12,090.52

Project Billing Summary

	<u>Current Amount</u> <u>Due</u>	Previously Invoiced	Cumulative
Totals	\$12,090.52	\$207,263.98	\$219,354.50



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #28 in the amount of \$8,689.21 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 #28

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 6/5/2023 **PAYMENT REQUEST #** 28
PAYMENT PERIOD: From: 04/17/23 through: 05/21/23

Contract Summary

Original Contract Amount:	\$	173,400.00	
Net change by Change Orders: Amd #1	\$	56,800.00	
Contract Amount to Date: (line 1 ± 2)	\$	230,200.00	
Total completed and stored to date:	\$	169,109.30	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	169,109.30	
Less previous applications for payment:	\$	160,420.09	
SUBTOTAL	\$	8,689.21	

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

CURRENT PAYMENT DUE \$ 8,689.21

Balance to finish, including retainage: \$ 61,090.70

Contract 1 ## ## -

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 Mark Hall Date 5/25/23

City of Ankeny Staff Approval

Signature Jessie Hart Date 5/25/23

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
18	5/26/2022	\$ 2,233.50
19	8/24/2022	\$ 3,265.38
20	9/21/2022	\$ 4,863.63
21	10/25/2022	\$ 9,953.50
22	11/22/2022	\$ 3,215.25
23	12/21/2022	\$ 6,754.50
24	1/25/2023	\$ 2,129.00
25	2/22/2023	\$ 1,902.50
26	3/22/2023	\$ 3,409.75
27	4/18/2023	\$ 8,694.69
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TOTAL \$ 160,420.09

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Record of Change Orders

#	Date	Amount
1	3/21/2022	\$ 19,900.00
2	4/3/2023	\$ 36,900.00
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TOTAL		\$ 56,800.00

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



May 25, 2023

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

RE: N. ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS
PROGRESS REPORT NO. 28
S&A PROJECT NO. 120.0315.01

Dear Ms. Hart:

This is the twenty-eighth progress report for the above referenced project and covers work through May 21, 2023. Work through this period includes construction administration and observation for the fiber project, and preparing contract documents following the bid letting on March 14th for the U-STEP intersection improvements project.

The Contractor has completed most of the punch list items on the fiber project, but has to complete filling the core drilled holes. The Contractor anticipates completing this work this week between the 9 a.m. to 3 p.m. work window. The Preconstruction Conference was held on May 16, 2023, for the N Ankeny Boulevard and 18th Street Intersection Improvements U-STEP Project. We have commenced construction staking, administration, and observation services for this next phase.

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 5, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 24, 2023

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

Invoice No: 120.0315.01 - 28

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 21, 2023

Basic Services

	Hours	Rate	Amount
Principal Engineer	.50	197.00	98.50
Engineer VIII	1.50	163.00	244.50
Landscape Architect II	29.50	106.00	3,127.00
Total Services	31.50		3,470.00
Total Services			3,470.00

Employee Mileage	4.59
Total Expenses	4.59

Billing Limits	Current	Prior	To-Date
Total Billings	3,474.59	143,534.08	147,008.67
Limit			152,100.00
Remaining			5,091.33
Phase Subtotal			\$3,474.59

	Total	Prior	Current
Billings to Date	147,008.67	143,534.08	3,474.59

Construction Services

	Hours	Rate	Amount
Principal Engineer	2.00	209.00	418.00
Technician VII	16.50	109.00	1,798.50
Total Services	18.50		2,216.50
Total Services			2,216.50

Fleet Mileage	55.02
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	Total	Prior	Current
Billings to Date	19,157.53	16,886.01	2,271.52

	Hours	Rate	Amount
Principal Engineer I	.50	230.00	115.00

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	120.0315.01	Ank-NAnkBlvdLndscplmpr			Invoice	28
Engineer VIII		13.00	192.00		2,496.00	
Total Services		13.50			2,611.00	
Total Services						2,611.00
Employee Mileage					13.10	
Total Expenses						13.10
Billings to Date	Total	Prior	Current			
	2,624.10	0.00	2,624.10			
		Hours	Rate	Amount		
Project Manager VI		1.00	173.00	173.00		
Lead Technician		1.00	146.00	146.00		
Total Services		2.00		319.00		
Total Services						319.00
Billings to Date	Total	Prior	Current			
	319.00	0.00	319.00			
Billing Limits	Current	Prior	To-Date			
Total Billings	5,214.62	16,886.01	22,100.63			
Limit			78,100.00			
Remaining			55,999.37			
Phase Subtotal						\$5,214.62
Amount Due this Invoice						<u>\$8,689.21</u>
Billings to Date	Total	Prior	Current			
	169,109.30	160,420.09	8,689.21			

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 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #29 & Final in the amount of \$2,911.41 to Snyder & Associates, Inc., for engineering services on the SE Delaware Ave and SE 8th St Widening and Traffic Signalization 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 & Final

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Delaware Ave and SE 8th St Widening and Traffic Signalization
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 965.3965.4210 **Finance Project Code:** 965.4210
Vendor Project or Invoice #: 120.0399.01 **PO #**
Original Contract Date: April 6, 2020 **Vendor #** 990

Date of Council Meeting 6/5/2023 **PAYMENT REQUEST #** 29-FINAL
PAYMENT PERIOD: From: 02/20/23 through: 05/21/23

Contract Summary

Original Contract Amount:	\$	139,600.00	
Net change by Change Orders: Amd #1	\$	63,800.00	
Contract Amount to Date: (line 1 ± 2)	\$	203,400.00	
Total completed and stored to date:	\$	194,991.11	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	194,991.11	
Less previous applications for payment:	\$	192,079.70	
SUBTOTAL	\$		2,911.41

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

CURRENT PAYMENT DUE \$ 2,911.41

Balance to finish, including retainage: \$ 8,408.89

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email: Phone: Fax:

Date Printed: 5/25/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	5/21/2020	\$ 12,845.11
2	6/24/2020	\$ 11,479.98
3	7/23/2020	\$ 10,091.00
4	8/27/2020	\$ 7,228.50
5	9/24/2020	\$ 7,590.00
6	10/21/2020	\$ 1,872.00
7	11/19/2020	\$ 2,844.31
8	12/22/2020	\$ 11,493.25
9	1/21/2021	\$ 14,517.93
10	2/17/2021	\$ 8,908.75
11	3/24/2021	\$ 4,771.75
12	4/22/2021	\$ 5,075.28
13	5/26/2021	\$ 9,443.71
14	6/24/2021	\$ 11,060.44
15	7/22/2021	\$ 15,401.07
16	8/25/2021	\$ 16,197.61
17	9/21/2021	\$ 9,488.27
18	10/20/2021	\$ 2,642.89
19	11/23/2021	\$ 1,762.07
20	12/21/2021	\$ 2,266.00
21	1/25/2022	\$ 4,456.90
22	2/24/2022	\$ 6,470.00
23	3/23/2022	\$ 4,111.50
24	4/20/2022	\$ 2,279.00
25	9/21/2022	\$ 2,336.69
26	10/25/2022	\$ 1,783.13
27	12/21/2022	\$ 1,061.00
28	2/22/2023	\$ 2,601.56
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TOTAL \$ 192,079.70

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Record of Change Orders

#	Date	Amount
1	3/1/2021	\$ 63,800.00
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TOTAL		\$ <u>63,800.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 6, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



May 25, 2023

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

RE: SE DELAWARE AVENUE AND SE 8TH STREET WIDENING AND TRAFFIC
SIGNALIZATION
PROGRESS REPORT NO. 29 (FINAL)
S&A PROJECT NO. 120.0399.01

Dear Ms. Hart:

This is the twenty-ninth and final progress report for the above referenced project and covers work between February 20, 2023, and May 21, 2023. Our work through this period includes construction administration, observation services, and preparing Record Drawings.

The Contractor has completed construction and fully addressed punch list items. The XYZ file, as built drawings, final pay application, and letter recommending project acceptance have been submitted to the City. The Project was accepted at the February 20, 2023, council meeting.

We appreciate the opportunity to work with you and City staff on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the council meeting on June 5, 2023, to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/jms

Enclosures

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 24, 2023

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

Invoice No: 120.0399.01 - 29-FINAL

Finance Budget Code 965.3965.4210
Finance Project Code 965.4210 Vendor 990

Email

Project 120.0399.01 SE Delaware Ave and SE 8th St Widening and Traffic Signalization

Professional Services through May 21, 2023

Basic Services

	Hours	Rate	Amount
Principal Engineer	6.75	209.00	1,410.75
Technician VII	4.00	109.00	436.00
Technician II	2.00	66.00	132.00
Total Services	12.75		1,978.75
Total Services			1,978.75

Billing Limits	Current	Prior	To-Date
Total Billings	1,978.75	106,236.84	108,215.59
Limit			108,700.00
Remaining			484.41
Phase Subtotal			\$1,978.75

Billings to Date	Total	Prior	Current
	108,215.59	106,236.84	1,978.75

Additional Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	5,175.52	5,175.52
Limit			13,100.00
Remaining			7,924.48
Phase Subtotal			0.00

Billings to Date	Total	Prior	Current
	5,175.52	5,175.52	0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer	2.75	209.00	574.75
Land Surveyor VIII	.75	174.00	130.50
Technician VI	2.00	98.00	196.00
Administrative II	.50	68.00	34.00
Total Services	6.00		935.25
Total Services			935.25

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	120.0399.01	Ank-SEDelawareAveandSE8thStWideningTraff			Invoice	29-FINAL
Billing Limits		Current	Prior	To-Date		
Total Billings		935.25	80,667.34	81,602.59		
Limit				81,600.00		
Adjustment						-2.59
				Phase Subtotal		\$932.66
	Total	Prior	Current			
Billings to Date	81,600.00	80,667.34	932.66			
Amount Due this Invoice						<u>\$2,911.41</u>
	Total	Prior	Current			
Billings to Date	194,991.11	192,079.70	2,911.41			

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #11 in the amount of \$2,568.05 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 #11

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 6/5/2023 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: 04/17/23 through: 05/21/23

Contract Summary

Original Contract Amount:	\$	46,000.00	
Net change by Change Orders: Amd #1	\$	11,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	57,500.00	
Total completed and stored to date:	\$	54,166.97	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	54,166.97	
Less previous applications for payment:	\$	51,598.92	
SUBTOTAL	\$		2,568.05

CURRENT PAYMENT DUE \$ 2,568.05

Balance to finish, including retainage: \$ 3,333.03

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: _____

Project	122,0224.01	Ank-CherryGlenParkBallfieldDev	Invoice	11
---------	-------------	--------------------------------	---------	----

Amount Due this Invoice \$2,568.05

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Clay Schneckloth

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/24/2022	\$ 3,695.29
2	4/20/2022	\$ 4,468.75
3	5/25/2022	\$ 6,974.75
4	6/22/2022	\$ 9,496.75
5	7/19/2022	\$ 1,962.25
6	8/25/2022	\$ 11,985.41
7	9/22/2022	\$ 4,944.50
8	10/26/2022	\$ 2,952.13
9	11/22/2022	\$ 3,028.50
10	4/19/2023	\$ 2,091.59
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TOTAL \$ 51,598.92

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Record of Change Orders

#	Date	Amount
1	8/1/2022	\$ 11,500.00
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TOTAL		\$ <u>11,500.00</u>

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 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$22,335.65 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: June 5, 2023 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: April 17, 2023 Through: May 21, 2023

Contract Summary

Original Contract Amount:	\$	69,300.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	69,300.00	
Total completed and stored to date:	\$	50,328.13	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	50,328.13	
Less previous applications for payment:	\$	27,992.48	
SUBTOTAL	\$		22,335.65

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 22,335.65

Balance to finish, including retainage: \$ 18,971.87

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Snyder & Associates Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

E-mail: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 22, 2023	\$ 6,529.48
2	March 22, 2023	\$ 6,938.80
3	April 18, 2023	\$ 14,524.20
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 27,992.48

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



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

May 23, 2023

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

RE: SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL PROJECT
PROGRESS REPORT NO. 4
S&A PROJECT NO. 123.0251.01

Dear Ms. Hart:

Enclosed is the fourth invoice for the above referenced project, for work performed through May 21, 2023. Services performed during this period included the following:

- Completed utility verification potholing and updated existing features CADD file
- Completed Check Plans and design and submitted to the City for review
- Began coordination with the City regarding utility coordination needs

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 5, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/ajh

Enclosure



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 24, 2023

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

Invoice No: 123.0251.01 - 4

965.3965.4210
965.4210

Email

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

Professional Services through May 21, 2023

Basic Services

Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	2.50	229.00	572.50	
Sr. Engineer	5.50	198.00	1,089.00	
Land Surveyor VIII	2.50	181.00	452.50	
Engineer IV	33.50	141.00	4,723.50	
Engineer I	22.00	103.00	2,266.00	
Technician VIII	.50	123.00	61.50	
Technician VII	54.00	113.00	6,102.00	
Technician VI	1.50	102.00	153.00	
Administrative II	.25	71.00	17.75	
Total Services	122.25		15,437.75	15,437.75

Badger Daylighting Corp				
5/11/2023	Badger Daylighting Corp	Test Holes	6,894.62	
	Total Consultants		6,894.62	6,894.62

Fleet Mileage 3.28

Phase Subtotal \$22,335.65

Billing Limits	Current	Prior	To-Date
Total Billings	22,335.65	27,992.48	50,328.13
Limit			69,300.00
Remaining			18,971.87

Amount Due this Invoice \$22,335.65

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin

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 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #30 in the amount of \$20,769.13 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 #30

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 6/5/2023 **PAYMENT REQUEST #** 30
PAYMENT PERIOD: From: 04/17/23 through: 05/21/23

Contract Summary

Original Contract Amount:	\$	50,300.00	
Net change by Change Orders: Amd #1/2	\$	566,650.00	
Contract Amount to Date: (line 1 ± 2)	\$	616,950.00	
Total completed and stored to date:	\$	600,840.18	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	600,840.18	
Less previous applications for payment:	\$	580,071.05	
SUBTOTAL	\$	20,769.13	

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

CURRENT PAYMENT DUE \$ 20,769.13

Balance to finish, including retainage: \$ 16,109.82

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature Date

City of Ankeny Staff Approval

Signature Date

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/20/2020	\$ 11,507.38
2	12/21/2020	\$ 4,701.25
3	1/20/2021	\$ 17,124.23
4	2/17/2021	\$16,171.20
5	4/21/2021	\$ 31,766.00
6	5/26/2021	\$ 41,264.80
7	6/23/2021	\$ 20,555.50
8	7/22/2021	\$ 12,449.65
9	8/25/2021	\$ 28,090.85
10	9/21/2021	\$ 36,166.25
11	10/20/2021	\$ 40,335.75
12	11/23/2021	\$ 44,528.63
13	12/21/2021	\$ 35,693.78
14	1/25/2022	\$ 9,273.07
15	2/24/2022	\$ 14,364.98
16	3/23/2022	\$ 8,459.69
17	4/20/2022	\$ 4,239.45
18	5/25/2022	\$ 19,235.94
19	6/22/2022	\$ 18,312.45
20	7/20/2022	\$ 14,414.63
21	8/24/2022	\$ 30,580.51
22	9/21/2022	\$ 21,724.65
23	10/25/2022	\$ 26,221.65
24	11/22/2022	\$ 20,405.13
25	12/20/2022	\$ 17,715.89
26	1/25/2023	\$ 5,660.60
27	2/22/2023	\$ 3,886.38
28	3/22/2023	\$ 6,494.93
29	4/18/2023	\$ 18,725.83
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TOTAL \$ 580,071.05

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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, 2023

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

RE: NW 36TH ST WIDENING - NW ASH DRIVE TO N ANKENY BLVD
PROGRESS REPORT NO. 30
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

This is the thirtieth progress report for the above referenced project and covers work through May 21, 2023. Our work through this period includes construction services that consist of construction administration, construction observation, construction staking, and record drawings. The Contractor is working on the three right turn lanes on the project and will begin switching stages to complete the median left turn lanes in the next month.

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 5, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 25, 2023

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

Invoice No: 120.1005.01 - 30

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 21, 2023

Basic Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	309,199.66	309,199.66
Limit			309,200.00
Remaining			.34

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	309,199.66	309,199.66	0.00

Additional Services

Permit Fees	180.91
Total Expenses	180.91

Billing Limits

	Current	Prior	To-Date
Total Billings	180.91	61,361.41	61,542.32
Limit			62,250.00
Remaining			707.68

Phase Subtotal \$180.91

	Total	Prior	Current
Billings to Date	61,542.32	61,361.41	180.91

Construction Services

	Hours	Rate	Amount
Principal Engineer I	.75	217.00	162.75
Engineer VIII	4.50	181.00	814.50
Project Manager VI	3.00	163.00	489.00
Engineer IV	8.50	141.00	1,198.50
Technician VII	12.00	113.00	1,356.00
Technician VI	15.00	102.00	1,530.00
Technician V	144.75	92.00	13,317.00
Technician II	14.75	69.00	1,017.75

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.1005.01	Ank-NW36thStWideningNWAshDrtoNAnkBlvd			Invoice	30
Technician I		5.50	60.00		330.00	
Total Services		208.75			20,215.50	
Total Services						20,215.50
Employee Mileage					20.97	
Total Expenses						20.97
Fleet Mileage						351.75
Billing Limits		Current	Prior	To-Date		
Total Billings		20,588.22	209,509.98	230,098.20		
Limit				245,500.00		
Remaining				15,401.80		
				Phase Subtotal		\$20,588.22
Billings to Date	Total	Prior	Current			
	230,098.20	209,509.98	20,588.22			
				Amount Due this Invoice		<u>\$20,769.13</u>
Billings to Date	Total	Prior	Current			
	600,840.18	580,071.05	20,769.13			

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 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #22 in the amount of \$30,346.26 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 #22

city of
Ankeny
Bringing it all together

Date Printed: 5/25/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	\$ 30,784.32
2	9/21/2021	\$ 3,859.36
3	10/20/2021	\$ 13,195.08
4	11/23/2021	\$59,301.65
5	12/21/2021	\$ 30,772.95
6	1/25/2022	\$ 34,225.25
7	2/24/2022	\$ 15,226.25
8	3/23/2022	\$ 39,734.44
9	4/20/2022	\$ 49,219.11
10	5/25/2022	\$ 104,345.95
11	6/22/2022	\$ 89,753.67
12	7/20/2022	\$ 80,936.65
13	8/24/2022	\$ 96,981.13
14	9/21/2022	\$ 48,325.63
15	10/26/2022	\$ 24,744.69
16	11/22/2022	\$ 5,433.50
17	12/21/2022	\$ 10,748.63
18	1/25/2023	\$ 6,328.25
19	2/22/2023	\$ 14,823.38
20	3/22/2023	\$ 16,026.72
21	4/18/2023	\$ 21,058.49
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TOTAL \$ 795,825.10

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Record of Change Orders

#	Date	Amount
1	4/18/2022	\$ 605,490.00
2	1/17/2023	\$ 621,800.00
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TOTAL		\$ <u>1,227,290.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	August 16, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



May 25, 2023

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

RE: NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET
PROGRESS REPORT NO. 22
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the twenty-second progress report for the above referenced project and covers work through May 21, 2023. Our work through this period includes coordinating with City staff, coordinating with franchise utilities within the corridor, construction staking, shop drawing reviews for both phases, and construction observation.

The Contractor has installed approximately 50% of the storm sewer on the first phase and completed approximately 90% of the pavement removals. The Contractor is following the storm sewer installation with grading and subgrade work. Communication Data Link is on site and will be performing the cutover this week. This is the last utility relocation for Phase 1.

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 5, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 24, 2023

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

Invoice No: 121.0695.01 - 22

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 21, 2023

Basic Services

	Hours	Rate	Amount	
Engineer V	11.50	146.00	1,679.00	
Total Services	11.50		1,679.00	
Total Services				1,679.00
Billing Limits	Current	Prior	To-Date	
Total Billings	1,679.00	631,341.38	633,020.38	
Limit			643,290.00	
Remaining			10,269.62	
Phase Subtotal				\$1,679.00

Additional Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	122,128.96	122,128.96	
Limit			122,200.00	
Remaining			71.04	
Phase Subtotal				0.00

Construction Services

	Hours	Rate	Amount	
Principal Engineer II	.50	245.00	122.50	
Principal Engineer I	.50	230.00	115.00	
Engineer VIII	12.50	192.00	2,400.00	
Project Manager VI	1.50	173.00	259.50	
Engineer I	31.50	109.00	3,433.50	
Technician VII	131.25	120.00	15,750.00	
Technician V	3.50	98.00	343.00	
Technician II	79.25	73.00	5,785.25	
Total Services	260.50		28,208.75	
Total Services				28,208.75

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	121.0695.01	Ank-NE Delaware Ave Recon NE 5th St to NE 18th St	Invoice	22
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Employee Mileage	72.71	
Total Expenses		72.71

Fleet Mileage		385.80
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Billing Limits	Current	Prior	To-Date
Total Billings	28,667.26	42,354.76	71,022.02
Limit			711,800.00
Remaining			640,777.98
		Phase Subtotal	\$28,667.26

Amount Due this Invoice	<u>\$30,346.26</u>
--------------------------------	---------------------------

	Total	Prior	Current
Billings to Date	826,171.36	795,825.10	30,346.26

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 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #14 in the amount of \$2,399.48 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 #14

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 6/5/2023 **PAYMENT REQUEST #** 14
PAYMENT PERIOD: From: 04/17/23 through: 05/21/23

Contract Summary

Original Contract Amount:	\$	54,900.00	
Nel ## ##	\$	43,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	98,400.00	
Total completed and stored to date:	\$	64,515.73	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	64,515.73	
Less previous applications for payment:	\$	62,116.25	
SUBTOTAL	\$		2,399.48

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

CURRENT PAYMENT DUE \$ 2,399.48

Balance to finish, including retainage: \$ 33,884.27

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	7/22/2021	\$ 6,008.00
2	8/25/2021	\$ 9,378.00
3	9/21/2021	\$ 9,568.84
4	10/20/2021	\$ 4,811.86
5	5/25/2022	\$ 1,344.25
6	6/22/2022	\$ 3,102.25
7	10/25/2022	\$ 7,579.00
8	11/22/2022	\$ 7,683.89
9	12/21/2022	\$ 2,289.50
10	1/25/2023	\$ 2,710.50
11	2/22/2023	\$ 2,391.55
12	3/22/2023	\$ 2,455.00
13	4/18/2023	\$ 2,793.61
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TOTAL \$ 62,116.25

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Record of Change Orders

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1	2/20/2023	\$ 43,500.00
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TOTAL		\$ <u>43,500.00</u>

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, 2023

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

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 2
PROGRESS REPORT NO. 14
S&A PROJECT NO. 119.0975.01B

Dear Mr. Grgurich:

This is the fourteenth progress report for the above referenced project and covers work through May 21, 2023. Our work through this period includes on call services for construction administration and construction staking.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the June 5, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



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INVOICE FOR PROFESSIONAL SERVICES

May 25, 2023

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

Invoice No: 119.0975.01B - 14

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 21, 2023

Basic Services

Phase Subtotal 0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer I	.50	230.00	115.00
Engineer VIII	2.50	192.00	480.00
Project Manager VI	2.00	173.00	346.00
Technician VI	8.50	108.00	918.00
Technician II	7.00	73.00	511.00
Total Services	20.50		2,370.00
Total Services			2,370.00

Fleet Mileage

29.48

Phase Subtotal \$2,399.48

Billing Limits

	Current	Prior	To-Date
Total Billings	2,399.48	62,116.25	64,515.73
Limit			98,400.00
Remaining			33,884.27

Amount Due this Invoice \$2,399.48

	Total	Prior	Current
Billings to Date	64,515.73	62,116.25	2,399.48

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 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$24,744.83 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S Ankeny Blvd Improvements SE Peterson Dr to 1st St
Contractor: Snyder & Associates Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 886.3886.4210 **Finance Project #:** 8864210
Vendor Project #: 123.0680.01 **Purchase Order #:**
Original Contract Date: May 15, 2023 **Vendor Account #:** 990

Date of Council Meeting: June 5, 2023 **Payment Application #:** 1
Payment Period: From: May 15, 2023 Through: May 21, 2023

Contract Summary:

Original Contract Amount:	\$	497,700.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	497,700.00	
Total Completed and Stored to Date:	\$	24,744.83	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	24,744.83	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:			\$ 24,744.83

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 24,744.83

Balance to Finish, Including Retainage: \$ 472,955.17

Contract Time Remaining: - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Snyder & Associates, Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

E-mail:

Phone Number:

Date Printed: 5/25/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = \$ _____

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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



May 25, 2023

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

RE: SOUTH ANKENY BOULEVARD IMPROVEMENTS – SE PETERSON DRIVE TO
1ST STREET
PROGRESS REPORT NO. 01
S&A PROJECT NO. 123.0680.01

Dear Mr. Lust:

This is the first progress report for the above referenced project and covers services through May 21, 2023. Work through this period includes pre-design layouts, pre-design cost estimates, topographic survey, traffic study preparation, property owner data review, and project management tasks. Work anticipated in the next month includes topographic survey, traffic study preparation, pre-design concept statement preparation, preliminary design, and project management tasks.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the June 5, 2023 council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

cc: Andy Burke, P.E., Snyder & Associates, Inc.



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 25, 2023

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

Invoice No: 123.0680.01 - 1

Finance Budget Code 886.3886.4210

Finance Project 886.4210

Vendor 990

Email

Project 123.0680.01 South Ankeny Blvd Improvements SE Peterson Dr to 1st ST

Professional Services through May 21, 2023

Prelim Services

Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	1.00	245.00	245.00	
Principal Engineer I	5.75	230.00	1,322.50	
Sr. Engineer	6.75	210.00	1,417.50	
Land Surveyor VIII	15.25	192.00	2,928.00	
Engineer V	13.50	161.00	2,173.50	
Engineer I	10.50	109.00	1,144.50	
Sr. Technician	4.00	140.00	560.00	
Technician VI	73.50	108.00	7,938.00	
Technician II	3.00	73.00	219.00	
Administrative II	2.25	75.00	168.75	
Total Services	135.50		18,116.75	18,116.75

Traffic Safety/Traffic Control	171.20	
Traffic Counts/Traffic Data	1,560.00	
Total Expenses	1,731.20	1,731.20

Fleet Mileage 58.95

Phase Subtotal \$19,906.90

Basic Services

Hourly Services

	Hours	Rate	Amount	
Principal Engineer I	9.75	230.00	2,242.50	
Engineer V	15.00	161.00	2,415.00	
Administrative II	2.00	75.00	150.00	
Total Services	26.75		4,807.50	4,807.50

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	123.0680.01	Ank-SAnkBlvdImprovSEPetersonDrto1stST	Invoice	1
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Fleet Mileage

30.43

Phase Subtotal \$4,837.93

Additional Services

Phase Subtotal 0.00

Billing Limits

	Current	Prior	To-Date
Total Billings	24,744.83	0.00	24,744.83
Limit			497,700.00
Remaining			472,955.17

Amount Due this Invoice \$24,744.83

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #41 in the amount of \$4,229.54 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 #41

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 6/5/2023 **PAYMENT REQUEST #** 41
PAYMENT PERIOD: From: 04/17/23 through: 05/21/23

Contract Summary

Original Contract Amount:	\$	162,300.00	
Net change by Change Orders: Amd #1&2	\$	592,650.00	
Contract Amount to Date: (line 1 ± 2)	\$		754,950.00
 Total completed and stored to date:	\$	679,243.20	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		679,243.20
Less previous applications for payment:	\$		675,013.66
SUBTOTAL			\$ 4,229.54

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

CURRENT PAYMENT DUE \$ **4,229.54**

Balance to finish, including retainage: \$ 75,706.80

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

###

Date

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	12/22/2020	\$ 6,843.64
20	1/20/2021	\$ 5,145.59
21	2/17/2021	\$ 14,252.32
22	3/24/2021	\$ 58,916.57
23	4/22/2021	\$ 16,490.32
24	5/26/2021	\$ 25,282.78
25	6/24/2021	\$ 10,757.50
26	10/20/2021	\$ 2,838.12
27	3/23/2022	\$ 37,535.92
28	4/20/2022	\$ 5,999.29
29	5/25/2022	\$ 17,701.29
30	6/22/2022	\$ 11,590.84
31	7/19/2022	\$ 18,236.45
32	8/24/2022	\$ 17,139.09
33	9/21/2022	\$ 14,160.89
34	10/26/2022	\$ 14,589.73
35	11/22/2022	\$ 11,868.00
36	12/21/2022	\$ 10,093.78
37	1/25/2023	\$ 3,161.16
38	2/22/2023	\$ 2,907.37
39	3/22/2023	\$ 2,967.92
40	4/18/2023	\$ 3,203.67
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TOTAL \$ 675,013.66

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Record of Change Orders

#	Date	Amount
1	9/16/2019	\$ 187,950.00
2	7/20/2020	\$ 176,050.00
3	3/7/2022	\$ 228,650.00
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TOTAL		\$ <u>592,650.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 1, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 24, 2023

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

Invoice No: 119.0290.01 - 41

Finance Code= 983.3983.4210
Finance Project # = 983.4210 Vendor # = 990

Email

Project 119.0290.01 SE Crosswinds Drive-RISE

Professional Services through May 21, 2023

Basic Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	156,063.04	156,063.04
Limit			156,100.00
Remaining			36.96
Phase Subtotal			0.00

Billings to Date	Total 156,063.04	Prior 156,063.04	Current 0.00
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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

Billings to Date	Total 12,342.83	Prior 12,342.83	Current 0.00
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Construction Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	160,600.13	160,600.13
Limit			181,800.00
Remaining			21,199.87
Phase Subtotal			0.00

Billings to Date	Total 160,600.13	Prior 160,600.13	Current 0.00
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P&S

Billings to Date	Total 35.60	Prior 35.60	Current 0.00
Phase Subtotal			0.00

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	119.0290.01	Ank-SECrosswindsDr-RISE	Invoice	41
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Phase 2 Basic Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	196,240.97	196,240.97	
Limit			196,250.00	
Remaining			9.03	
Phase Subtotal				0.00

Billings to Date	Total 196,240.97	Prior 196,240.97	Current 0.00
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Phase 2 Addtl Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	9,835.26	9,835.26	
Limit			11,250.00	
Remaining			1,414.74	
Phase Subtotal				0.00

Billings to Date	Total 9,835.26	Prior 9,835.26	Current 0.00
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Phase 2 Construction Services

	Hours	Rate	Amount	
Principal Engineer I	1.25	217.00	271.25	
Land Surveyor VIII	1.75	181.00	316.75	
Engineer VI	4.75	163.00	774.25	
Lead Technician	.50	138.00	69.00	
Technician VII	18.00	113.00	2,034.00	
Technician VI	4.50	102.00	459.00	
Technician II	2.00	69.00	138.00	
Administrative II	1.00	71.00	71.00	
Total Services	33.75		4,133.25	
Total Services				4,133.25

Employee Mileage			2.62	
Total Expenses				2.62

Fleet Mileage				93.67
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Billing Limits	Current	Prior	To-Date	
Total Billings	4,229.54	139,895.83	144,125.37	
Limit			197,200.00	
Remaining			53,074.63	
Phase Subtotal				\$4,229.54

Billings to Date	Total 144,125.37	Prior 139,895.83	Current 4,229.54
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Amount Due this Invoice \$4,229.54

Billings to Date	Total 679,243.20	Prior 675,013.66	Current 4,229.54
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Project	119.0290.01	Ank-SECrosswindsDr-RISE	Invoice	41
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Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Laura Lamberty



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

May 24, 2023

Mr. Don Clark, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: SE CROSSWINDS DRIVE – RISE
PROGRESS REPORT NO. 41
S&A PROJECT NO. 119.0290.01

Dear Mr. Clark:

This is the forty-first progress report for the above referenced project and covers work through May 21, 2023. This invoice includes construction administration and observation including work on record drawings and continued punch list update coordination. This invoice also includes monument preservation activity.

Seeding was completed during this period. Some site stabilization items remain on the punch list and we have experienced continued difficulty with having the final items completed. Record Drawings will be submitted this week. Upon completion of the work by the Contractor and establishment of seed, the final pay applications will be prepared, and project acceptance activities will proceed. Once the project is accepted by the City and the DOT, the project can proceed to make final application for RISE reimbursement.

RISE eligible development has occurred within the development, but the City should continue to monitor development types within the boundary until the threshold for acreage of eligible development has occurred. The RISE grant is subject to clawback provisions if project eligible development requirements are not met.

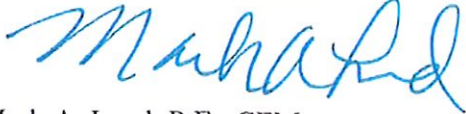
The project construction engineering services costs included on this invoice of \$4,229.54, are 80% eligible /20% ineligible for RISE reimbursement at a rate of 50%. A total of \$1,691.82 would be funded through the RISE Grant.

Mr. Don Clark, P.E.
City of Ankeny
May 24, 2023
Page 2 of 2

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 5, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.



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

Enclosures

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



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #27 in the amount of \$26,947.70 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 #27

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: HTT Transmission Main and Drainage Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 629.3629.4210 **Finance Project Code:** 629.4210
Finance Budget Code: 688.3688.4210 **Finance Project Code:** 688.4210
Vendor Project or Invoice #: 120.1113.01 **PO #**
Original Contract Date: January 4, 2021 **Vendor #** 990

Date of Council Meeting 6/5/2023 **PAYMENT REQUEST #** 27
PAYMENT PERIOD: From: 04/17/23 through: 05/21/23

Contract Summary

Original Contract Amount:	\$	103,800.00	
Net change by Change Orders: Amd #1/2	\$	598,900.00	
Contract Amount to Date: (line 1 + 2)	\$	702,700.00	
Total completed and stored to date:	\$	445,860.87	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	445,860.87	
Less previous applications for payment:	\$	418,913.17	
SUBTOTAL	\$	26,947.70	

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

Current Payment Due - Division 1 (629.4210)	\$	26,947.70
Current Payment Due - Division 2 (688.4210)	\$	-
CURREN* ## ##	\$	<u>26,947.70</u>

Balance to finish, including retainage: \$ 256,839.13

Contract Time Remaining (if applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email:

Phone:

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/23/2021	\$ 47,394.98
2	4/22/2021	\$ 14,665.92
3	5/26/2021	\$ 16,258.50
4	6/24/2021	\$ 4,839.50
5	7/22/2021	\$ 6,859.86
6	8/25/2021	\$ 1,525.50
7	9/22/2021	\$ 3,837.50
8	10/21/2021	\$ 15,215.25
9	11/23/2021	\$ 24,875.92
10	12/21/2021	\$ 15,796.50
11	1/26/2022	\$ 16,200.50
12	2/24/2022	\$ 14,679.78
13	3/24/2022	\$ 17,788.50
14	4/20/2022	\$ 12,803.50
15	5/24/2022	\$ 29,637.85
16	6/23/2022	\$ 25,728.81
17	7/20/2022	\$ 18,544.85
18	8/25/2022	\$ 22,644.25
19	9/21/2022	\$ 15,138.00
20	10/26/2022	\$ 9,243.47
21	11/23/2022	\$ 12,849.25
22	12/21/2022	\$ 11,784.50
23	1/26/2023	\$ 13,247.02
24	2/23/2023	\$ 5,183.49
25	3/23/2023	\$ 22,707.12
26	4/18/2023	\$ 19,862.85
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TOTAL \$ 418,913.17

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Record of Change Orders

#	Date	Amount
1	9/7/2021	\$ 168,200.00
2	12/6/2021	\$ 185,400.00
3	11/21/2022	\$ 255,300.00
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TOTAL		\$ 598,900.00

Contract Time Remaining:

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



SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 25, 2023

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

Invoice No: 120.1113.01 - 27

Finance Budget Code 629.3629.4210/688.3688.4210
Project Code 629.4210/688.4210

Vendor #990

Email

Project 120.1113.01 Ankeny HTT Water Main & Drainage Improvements

Professional Services through May 21, 2023

Prelim Services

Phase Subtotal 0.00

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

Design Services Amendment 1

Hourly Services

	Hours	Rate	Amount	
Environmental Scientist II	2.00	112.00	224.00	
Environmental Scientist I	2.00	99.00	198.00	
Total Services	4.00		422.00	422.00
				Phase Subtotal \$422.00

	Total	Prior	Current
Billings to Date	82,562.50	82,140.50	422.00

Design Services Amendment 2 (Division 1)

Phase Subtotal 0.00

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

Design Services Amendment 2 (Division 2)

Phase Subtotal 0.00

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

Construction Services Div 1

Hourly Services

	Hours	Rate	Amount
Principal Engineer II	.75	229.00	171.75
Sr. Engineer	39.50	198.00	7,821.00
Technician VIII	1.00	123.00	123.00

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.1113.01	Ank-HTTWaterMain&DrainageImprovements		Invoice	27
Technician VII		6.00	113.00	678.00	
Technician V		185.50	92.00	17,066.00	
Technician II		2.00	69.00	138.00	
Total Services		234.75		25,997.75	25,997.75

Fleet Mileage

527.95

Phase Subtotal

\$26,525.70

	Total	Prior	Current
Billings to Date	69,686.33	43,160.63	26,525.70

Construction Services Div 2

Phase Subtotal

0.00

	Total	Prior	Current
Billings to Date	38,867.10	38,867.10	0.00

Billing Limits

Current

Prior

To-Date

Total Billings

26,947.70

418,913.17

445,860.87

Limit

702,700.00

Remaining

256,839.13

Amount Due this Invoice

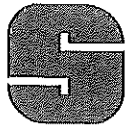
\$26,947.70

	Total	Prior	Current
Billings to Date	445,860.87	418,913.17	26,947.70

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

May 25, 2023

Mr. Don Clark
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 27
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the twenty-seventh progress report for the above referenced project and covers work through May 21, 2023. Work performed during this period primarily includes tasks associated with the project construction, including construction coordination, site meetings, pay applications, construction observation and reporting, and construction review of Division I work completion. This invoice of \$26,947.70 represents a completion of about 63% of the \$702,700 Design and Construction Services Agreement and Amendments to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the June 5, 2023, 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 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$123,080.96 to Splash Pool & Spa Builders, LLC, for construction services on the 2022 Prairie Ridge Aquatic Center - Resurfacing Project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2022 Prairie Ridge Aquatic Center - Resurfacing Project
Contractor: Splash Pool & Spa Builders, LLC
Address: 5454 Center Point, RD NE, Cedar Rapids, IA 52402
Finance Budget Code: 100.2444.4270 **Finance Project #** 100. 4270
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: August 1, 2022 **Vendor #** 11605

Date of Council Meeting: June 5, 2023 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: October 9, 2022 Through: May 12, 2023

Contract Summary

Original Contract Amount: \$292,200.00
Net change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 292,200.00

Total completed and stored to date: \$ 277,400.90
Retainage: 5 % of Completed Work: \$ 13,870.05
Total Earned less Retainage: \$ 263,530.86
Less previous applications for payment: \$ 140,449.90
SUBTOTAL \$ 123,080.96

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 123,080.96

Balance to finish, including retainage: \$ 28,669.15

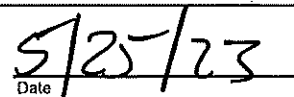
Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: Splash Pool & Spa Builders, LLC


Signature

Firm Name


Date

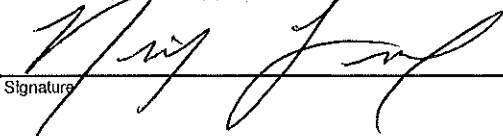
Engineer / Consultant Approval:

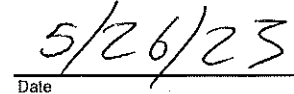
Firm Name

Signature

Date

City of Ankeny Staff Approval:


Signature


Date

Submit to: Nick Lenox - Parks & Recreation Director

E-mail: Nlenox@ankenyiowa.gov **Phone:** (515) 963-3576 **Fax:** N/A



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of \$564,653.33 to WRH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #8



Project Title: Well No. 7 / ASR No. 3 - Bid Package 2 - Well Pump and Control Building
Contractor: WRH, Inc
Address: 1648 T Ave; Amana, IA; 52334
Finance Budget Code: 632.3632.4450 **Finance Project #** 632.4450
Vendor Project or Invoice #: 2202-00-1389 **PO #** N/A
Original Contract Date: March 7, 2022 **Vendor #** 11414

Date of Council Meeting: June 5, 2023 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: April 1, 2023 Through: April 27, 2023

Contract Summary

Original Contract Amount:	\$	2,989,800.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	2,989,800.00	
Total completed and stored to date:	\$	2,716,150.00	
Retainage: 5 % of Completed Work:	\$	135,807.50	
Total Earned less Retainage:	\$	2,580,342.50	
Less previous applications for payment:	\$	2,015,689.17	
SUBTOTAL	\$		564,653.33

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 564,653.33

Balance to finish, including retainage: \$ 409,457.50

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: WRH, Inc

Signature: Bud Maynard Date: May 31, 2023
Firm Name

Engineer / Consultant Approval: FOX Strand

Signature: [Signature] Date: 6/1/2023
Firm Name

City of Ankeny Staff Approval:

Signature: [Signature] Date: 6/1/23

Submit to: Don Clark, P.E. - Director of Municipal Utilities
E-mail: DClark@AnkenyIowa.gov **Phone:** (515) 963-3529 **Fax:** (515) 963-3529

Previous Applications for Payment

No.	Date	Amount
1	September 8, 2022	\$ 279,932.94
2	November 28, 2022	\$ 561,483.67
3	December 27, 2022	\$ 231,477.42
4	January 23, 2023	\$ 158,944.50
5	February 24, 2023	\$ 344,303.48
6	March 27-2023	\$ 187,059.96
7	<i>May 1, 2023</i>	<i>252,487.20</i>
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 2,015,689.17

Record of Change Orders

No.	Date	Amount
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		
11		
12		
13		
14		
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16		
17		
18		
19		
20		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion

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

Full Completion

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

Contractor's Application for Payment

Owner:	City of Ankeny	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3379-20A.600
Contractor:	WRH, Inc.	Contractor's Project No.:	2202-00-1389
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building		
Contract:			
Application No.:	8	Application Date:	4/27/2023
Application Period:	From 4/1/2023	to	4/27/2023

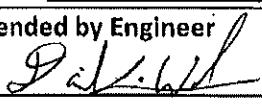
1. Original Contract Price	\$	2,989,800.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	2,989,800.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	2,716,150.00
5. Retainage		
a. 5% X \$ 2,716,150.00 Work Completed =	\$	135,807.50
b. 5% X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	135,807.50
6. Amount eligible to date (Line 4 - Line 5.c)	\$	2,580,342.50
7. Less previous payments (Line 6 from prior application)	\$	2,015,689.17
8. Amount due this application	\$	564,653.33
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	409,457.50

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor:	WRH Inc	
Signature:	Bud Maynard	Date: 4/27/2023

Recommended by Engineer	Approved by Owner
By: 	By: _____
Title: <u>PROJECT ENGINEER</u>	Title: _____
Date: <u>6/1/2023</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Owner:	City of Ankeny	Owner's Project No.:	3379-204.600
Engineer:	FOX Strand	Engineer's Project No.:	2202-00-1389
Contractor:	WRH, Inc.	Contractor's Project No.:	
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building		
Contract:			

Contractor's Application for Payment

Application No.: 8		Application Period:		From		to		Application Date:		04/27/23		04/27/23	
A	B	C	D	E	F	G	H	I	J	K	L	M	N
Item No.	Description	Scheduled Value (\$)	Work Completed (D + E) From Previous Application (\$)	This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)					
			Original Contract										
	Bonds and Insurance	\$ 35,000.00	35,000.00	-	-	35,000.00	100%	-					
	Mobilization In	\$ 129,000.00	129,000.00	-	-	129,000.00	100%	-					
	Project Administration	\$ 65,000.00	59,000.00	1,000.00	-	60,000.00	92%	5,000.00					
	Temporary Facilities	\$ 5,000.00	4,850.00	-	-	4,850.00	97%	150.00					
	Safety	\$ 4,500.00	3,700.00	-	-	3,700.00	82%	800.00					
	Sitework	\$ 94,500.00	64,000.00	7,500.00	-	71,500.00	76%	23,000.00					
	SWPPP	\$ 7,500.00	4,000.00	750.00	-	4,750.00	63%	2,750.00					
	Site Clean-up	\$ 5,000.00	1,800.00	1,000.00	-	2,800.00	56%	2,200.00					
	Water line	\$ 170,000.00	170,000.00	-	-	170,000.00	100%	-					
	WLF	\$ 60,000.00	60,000.00	-	-	60,000.00	100%	-					
	Sanitary Line, Material	\$ 9,000.00	9,000.00	-	-	9,000.00	100%	-					
	Excavation and Backfill	\$ 45,000.00	45,000.00	-	-	45,000.00	100%	-					
	Seeding	\$ 15,000.00	-	-	-	-	0%	15,000.00					
	Pre Cast Concrete	\$ 40,000.00	40,000.00	-	-	40,000.00	100%	-					
	Concrete Paving/Sidewalks	\$ 44,500.00	8,000.00	1,500.00	-	9,500.00	21%	35,000.00					
	Concrete, building	\$ 25,000.00	25,000.00	-	-	25,000.00	100%	-					
	Concrete, Generator Pad	\$ 4,500.00	4,500.00	-	-	4,500.00	100%	-					
	Concrete, VFD Pad	\$ 3,000.00	3,000.00	-	-	3,000.00	100%	-					
	Concrete, Transformer Pad	\$ 3,000.00	3,000.00	-	-	3,000.00	100%	-					
	Rebar Materials	\$ 15,000.00	15,000.00	-	-	15,000.00	100%	-					
	Misc Metals	\$ 20,000.00	20,000.00	-	-	20,000.00	100%	-					
	Painting	\$ 15,000.00	-	-	-	-	80%	3,000.00					
	Masonry	\$ 180,000.00	180,000.00	-	-	180,000.00	100%	-					
	Roofing	\$ 75,000.00	75,000.00	-	-	75,000.00	100%	-					
	Doors/Windows	\$ 44,300.00	44,300.00	-	-	44,300.00	100%	-					
	Well Pump	\$ 179,000.00	-	179,000.00	-	179,000.00	100%	-					
	Well Pump Column	\$ 95,000.00	67,898.00	27,102.00	-	95,000.00	100%	-					
	Downhole Valve	\$ 107,000.00	81,275.00	25,725.00	-	107,000.00	100%	-					
	Pitless Unit	\$ 71,000.00	71,000.00	-	-	71,000.00	100%	-					
	Submersible Motor	\$ 125,000.00	88,140.00	36,860.00	-	125,000.00	100%	-					
	Well Disinfection/Start up	\$ 3,000.00	-	-	-	-	0%	3,000.00					
	Chemical Feed Equipment	\$ 90,000.00	30,294.20	54,705.80	-	85,000.00	94%	5,000.00					
	Process Piping	\$ 30,000.00	30,000.00	-	-	30,000.00	100%	-					
	Valves, Material	\$ 50,000.00	50,000.00	-	-	50,000.00	100%	-					
	Electrical, Misc.	\$ 5,000.00	4,300.00	-	-	4,300.00	86%	700.00					

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Ankeny	Owner's Project No.:	3379-20A.600
Engineer:	FOX Strand	Engineer's Project No.:	2202-00-1389
Contractor:	WRH, Inc.	Contractor's Project No.:	
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building		
Contract:			

Application No.: 8		Application Period:		From		to		Application Date:	
A		B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
	Electric Underground	\$ 80,000.00	79,148.00	852.00		80,000.00	100%	-	
	Electrical Rough in's	\$ 75,000.00	73,500.00	1,500.00		75,000.00	100%	-	
	Electrical Branch/Feeder Wire	\$ 110,000.00	88,920.00	20,080.00		109,000.00	99%	1,000.00	
	Electrical Gear/Equipment	\$ 270,000.00	156,000.00	-		156,000.00	58%	114,000.00	
	Electrical Lighting	\$ 15,000.00	12,000.00	2,700.00		14,700.00	98%	300.00	
	Electrical Generator	\$ 235,000.00	65,902.87	159,097.13		225,000.00	96%	10,000.00	
	Electrical Fire Alarm	\$ 15,000.00				-	0%	15,000.00	
	Electrical, Mobilization/Temp service	\$ 12,000.00	12,000.00	-		12,000.00	100%	-	
	Electrical Controls/Instrumentation	\$ 93,000.00		60,000.00		60,000.00	65%	33,000.00	
	Mechanical Mobilization	\$ 2,700.00	2,700.00	-		2,700.00	100%	-	
	HVAC Equipment	\$ 76,000.00	74,500.00	1,500.00		76,000.00	100%	-	
	HVAC Materials (ductwork etc)	\$ 5,800.00	5,800.00	-		5,800.00	100%	-	
	Testing Adjusting	\$ 1,500.00				-	0%	1,500.00	
	Balancing	\$ 1,000.00				-	0%	1,000.00	
	Plumbing	\$ 35,000.00	34,250.00	-		34,250.00	98%	750.00	
	UG Plumbing	\$ 21,000.00	21,000.00	-		21,000.00	100%	-	
	AG Plumbing	\$ 27,000.00	27,000.00	-		27,000.00	100%	-	
	Insulation	\$ 5,000.00	3,500.00	1,500.00		5,000.00	100%	-	
	Fire Sprinklers	\$ 25,000.00	25,000.00	-		25,000.00	100%	-	
	Casework	\$ 16,000.00	14,500.00	-		14,500.00	91%	1,500.00	
						-		-	
						-		-	
						-		-	
Original Contract Totals		\$ 2,989,800.00	\$ 2,121,778.07	\$ 594,371.93	\$ -	\$ 2,716,150.00	91%	\$ 273,650.00	

Contractor's Application for Payment

Owner:	City of Ankeny	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3379-20A-600
Contractor:	WRH, Inc.	Contractor's Project No.:	2202-00-1389
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building		
Contract:			

Application No.:										8	Application Period:					04/01/23					to					04/27/23					Application Date:					04/27/23				
A		B		C		D		E		F		G		H		I		J		K		L		M																
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)		Supplier Invoice No.		Submittal No. (with Specification Section No.)		Description of Materials or Equipment Stored		Storage Location		Application No. When Materials Placed in Storage		Previous Amount Stored (\$)		Amount Stored this Period (\$)		Amount Stored to Date (G+H) (\$)		Amount Previously Incorporated in the Work (\$)		Amount Incorporated in the Work this Period (\$)		Total Amount Incorporated in the Work (J+K) (\$)		Materials Remaining in Storage (L-M) (\$)																
		R005695		WLF Material		Ashkeny Laydown	1	7,876.78		7,876.78		7,876.78		7,876.78		7,876.78		7,876.78					7,876.78																	
		Q624231		12" Water Line Material		Ashkeny Laydown	1	\$21,953.50		21,953.50		21,953.50		21,953.50		21,953.50		21,953.50					21,953.50																	
		Q872447		12" Water Line Material		Ashkeny Laydown	1	\$6,991.75		6,991.75		6,991.75		6,991.75		6,991.75		6,991.75					6,991.75																	
		6165		WLF Material		Ashkeny Laydown	1	\$19,838.00		19,838.00		19,838.00		19,838.00		19,838.00		19,838.00					19,838.00																	
		R005693		12" Water Line Material		Ashkeny Laydown	1	\$8,575.00		8,575.00		8,575.00		8,575.00		8,575.00		8,575.00					8,575.00																	
		R079998		12" Water Line Material		Ashkeny Laydown	1	\$8,263.65		8,263.65		8,263.65		8,263.65		8,263.65		8,263.65					8,263.65																	
		W799504		Limbs and Clips		Ashkeny Laydown	1	\$8,600.00		8,600.00		8,600.00		8,600.00		8,600.00		8,600.00					8,600.00																	
		15592811-40		Rebar Chairs		Ashkeny Laydown	1	\$114.48		114.48		114.48		114.48		114.48		114.48					114.48																	
		15593188-40		Rebar		Ashkeny Laydown	1	\$7,025.00		7,025.00		7,025.00		7,025.00		7,025.00		7,025.00					7,025.00																	
		15608809-40		Waterstop Material		Ashkeny Laydown	1	\$594.71		594.71		594.71		594.71		594.71		594.71					594.71																	
		100710021575		Fibergrate		Ashkeny Laydown	1	\$3,945.00		3,945.00		3,945.00		3,945.00		3,945.00		3,945.00					3,945.00																	
		31999		Wedge Gate Valve (1ea)		Ashkeny Laydown	1	\$827.00		827.00		827.00		827.00		827.00		827.00					827.00																	
		15622772-40		Rebar Ties		Ashkeny Laydown	1	\$352.00		352.00		352.00		352.00		352.00		352.00					352.00																	
		154853224-00		Waterstop Material		Ashkeny Laydown	1	\$909.38		909.38		909.38		909.38		909.38		909.38					909.38																	
		R590260		12" Poly Wrap		Ashkeny Laydown	2	\$75.90		75.90		75.90		75.90		75.90		75.90					75.90																	
		R515079		2X4 SS Nipple		Ashkeny Laydown	2	\$9.50		9.50		9.50		9.50		9.50		9.50					9.50																	
		R587441		12" Water Line Material		Ashkeny Laydown	2	\$68.31		68.31		68.31		68.31		68.31		68.31					68.31																	
		R547858		12" Water Line Material		Ashkeny Laydown	2	\$447.00		447.00		447.00		447.00		447.00		447.00					447.00																	
		R599853		12" Water Line Material		Ashkeny Laydown	2	\$49.48		49.48		49.48		49.48		49.48		49.48					49.48																	
		R496343		12" Water Line Material		Ashkeny Laydown	2	\$1,050.00		1,050.00		1,050.00		1,050.00		1,050.00		1,050.00					1,050.00																	
		6968		Hatches		Ashkeny Laydown	2	\$1,312.00		1,312.00		1,312.00		1,312.00		1,312.00		1,312.00					1,312.00																	
		337986		Sprinkler Materials		Iowa Fire Shop	2	\$8,925.25		8,925.25		8,925.25		8,925.25		8,925.25		8,925.25					8,925.25																	
		R04116		Vapor Barrier/Concrete Brick		Ashkeny Laydown	2	\$428.48		428.48		428.48		428.48		428.48		428.48					428.48																	
		R04127		Concrete Brick Return		Ashkeny Laydown	2	(9.48)		(9.48)		(9.48)		(9.48)		(9.48)		(9.48)					(9.48)																	
		32217		Valves		Ashkeny Laydown	2	\$890.00		890.00		890.00		890.00		890.00		890.00					890.00																	
		App.1		Well Pump		Perdross Shop	2	\$88,217.00		88,217.00		88,217.00		88,217.00		88,217.00		88,217.00					88,217.00																	
		R607303		12 Piping		Ashkeny Laydown	2	\$2,100.00		2,100.00		2,100.00		2,100.00		2,100.00		2,100.00					2,100.00																	
		R814324		Inside Piping		Ashkeny Laydown	2	\$85.00		85.00		85.00		85.00		85.00		85.00					85.00																	
		324074		Doors		Doors Inc Shop	2	\$20,932.00		20,932.00		20,932.00		20,932.00		20,932.00		20,932.00					20,932.00																	
		325866		Doors		Doors Inc Shop	2	\$9,976.00		9,976.00		9,976.00		9,976.00		9,976.00		9,976.00					9,976.00																	
		25607258		Check Valve		Ashkeny Laydown	2	\$16,375.00		16,375.00		16,375.00		16,375.00		16,375.00		16,375.00					16,375.00																	
		R951173		PreCast		Ashkeny Laydown	2	\$15,445.00		15,445.00		15,445.00		15,445.00		15,445.00		15,445.00					15,445.00																	
		R895570		Trumbull (Pipe Strands)		Ashkeny Laydown	3	\$1,776.25		1,776.25		1,776.25		1,776.25		1,776.25		1,776.25					1,776.25																	
		E3-25887		Chem Process Piping		Ashkeny Laydown	3	\$3,294.20		3,294.20		3,294.20		3,294.20		3,294.20		3,294.20					3,294.20																	
		132588.1		Transfer switch		Ashkeny Lay down	5	\$58,902.87		58,902.87		58,902.87		58,902.87		58,902.87		58,902.87					58,902.87																	
		5633B		Balance Baski Valve		Ashkeny Lay down	8	\$0.00		60,956.00		60,956.00		60,956.00		60,956.00		60,956.00					60,956.00																	
				SMEUSA		Perdross Shop	8	\$88,140.00		88,140.00		88,140.00		88,140.00		88,140.00		88,140.00					88,140.00																	



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the June 5, 2023 Accounts Payable.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 AP Check Report
 AP Recap

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE: 5/18/2023 THRU 6/07/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010193	MTS CONTRACTING INC							
M-CHECK	MTS CONTRACTING INC	UNPOST	V 5/31/2023			007165		30,488.00CR
C-CHECK	VOID CHECK		V 6/05/2023			242926		
C-CHECK	VOID CHECK		V 6/05/2023			242937		
011414	WRH, INC.							
C-CHECK	WRH, INC.	VOIDED	V 6/05/2023			242991		565,748.53CR

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	4 VOID DEBITS	0.00		
	VOID CREDITS	596,236.53CR	596,236.53CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	4	596,236.53CR	0.00	0.00
BANK: TOTALS:	4	596,236.53CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 5/18/2023 THRU 6/07/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008711	BRIAN A STEINFELDT							
I-230507	4/29/5/5/23 SOUTH ZONE MOW	R	6/05/2023	4,654.26		242838		
I-230508	4/29/5/5/23 NORTH ZONE MOW	R	6/05/2023	5,055.34		242838		
I-230509	4/29-5/5/23 HIGH PROFILE MOW	R	6/05/2023	3,524.30		242838		
I-230510	5/6-5/12/23 SOUTH ZONE	R	6/05/2023	4,654.26		242838		
I-230511	5/6-5/12/23 NORTH ZONE	R	6/05/2023	5,295.14		242838		
I-230512	5/6-5/12/23 HIGH PROFILE MOW	R	6/05/2023	3,524.30		242838		26,707.60
	*** VENDOR TOTALS ***					1 CHECKS		26,707.60
008725	A-PLUS LAWN & LANDSCAPE-ANKENY							
I-1381370	APRIL BASIN TREATMENT - PK MNT	R	6/05/2023	3,890.30		242839		
I-1381388	MAY BASIN TREATMENT -PK MNT	R	6/05/2023	3,890.30		242839		7,780.60
	*** VENDOR TOTALS ***					1 CHECKS		7,780.60
003881	ACADEMY ROOFING & SHEET							
I-26714	REPAIRED ADHERED EPDM ROOF-KL	R	6/05/2023	401.33		242840		401.33
	*** VENDOR TOTALS ***					1 CHECKS		401.33
000003	ACCO UNLIMITED CORP							
I-0231640-IN	PAINT SUPPLIES -CFAC	R	6/05/2023	412.80		242841		
I-0231715-IN	CHEMICALS - CFAC	R	6/05/2023	690.60		242841		
I-0231758-IN	PAINT - CFAC	R	6/05/2023	206.50		242841		
I-0231902-IN	CHEMICALS -CFAC	R	6/05/2023	698.20		242841		
I-0232006-IN	POOL SUPPLIES - PRAC	R	6/05/2023	1,007.25		242841		
I-0232168-IN	POOL CHEMICALS - PRAC	R	6/05/2023	258.75		242841		
I-0232182-IN	BATTERY -CFAC	R	6/05/2023	56.98		242841		3,331.08
	*** VENDOR TOTALS ***					1 CHECKS		3,331.08
000164	G & S HARDWARE INC							
I-208879/2	HARDWARE - CFAC	R	6/05/2023	6.87		242842		
I-208902/2	FILTER -CFAC	R	6/05/2023	9.99		242842		
I-208904/2	HARDWARE -CFAC	R	6/05/2023	6.87		242842		
I-208908/2	SOAKER HOSE - PRAC	R	6/05/2023	23.99		242842		
I-208910/2	STREET SUPPLIES - PW	R	6/05/2023	84.99		242842		132.71
	*** VENDOR TOTALS ***					1 CHECKS		132.71
001532	ACK ENTERPRISES							
I-20050410	UNIT #238 MOTOR	R	6/05/2023	307.25		242843		307.25
	*** VENDOR TOTALS ***					1 CHECKS		307.25
005541	ACUSHNET COMPANY							
I-915471756	STOCK MERCH FOR RESALE-OC	R	6/05/2023	1,810.50		242844		
I-915526530	STOCK MERCH FOR RESALE-OC	R	6/05/2023	2,165.86		242844		3,976.36
	*** VENDOR TOTALS ***					1 CHECKS		3,976.36

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000026	AHLERS & COONEY PC							
I-843893	2023 WATER REV CLN 5/15/23	E	6/07/2023	14,766.55		007192		
I-843894	2022 WATER REV CLN 5/15/23	E	6/07/2023	1,106.00		007192		
I-845472	SVCS 5/15/23 LABOR/EMP SEMINAR	E	6/07/2023	225.00		007192		16,097.55
	*** VENDOR TOTALS ***					1 CHECKS		16,097.55
000226	AIRGAS NORTH CENTRAL INC							
I-9996396899	CYLINDER RENTALS - CG	R	6/05/2023	908.63		242845		
I-9996396900	WELDING RENTAL - PKS MNT	R	6/05/2023	41.17		242845		
I-9996396901	WELDING RENTAL - PKS	R	6/05/2023	82.58		242845		1,032.38
	*** VENDOR TOTALS ***					1 CHECKS		1,032.38
008251	ALADTEC INC							
I-INV00269555	7/1/23-6/30/24 SBSCPTN-PD	R	6/05/2023	4,671.00		242846		4,671.00
	*** VENDOR TOTALS ***					1 CHECKS		4,671.00
009981	ALL CITY MANAGEMENT SERVICES,							
I-85540	4/23-5/6 CROSSING GUARDS	E	6/07/2023	6,250.20		007268		6,250.20
	*** VENDOR TOTALS ***					1 CHECKS		6,250.20
003620	ALTOONA FIRE DEPARTMENT							
I-5/05/2023	OSB - FD	R	6/05/2023	389.25		242847		389.25
	*** VENDOR TOTALS ***					1 CHECKS		389.25
011228	MERRY E AMANN							
I-04/23-06/23QIOGONG	04/2023-06/2023QIOGON CLASS	E	6/07/2023	375.00		007298		375.00
	*** VENDOR TOTALS ***					1 CHECKS		375.00
009262	AMAZON CAPITAL SERVICES INC							
I-11W3-M7CD-FD9N	LINT FILTER - FD	E	6/07/2023	11.97		007261		
I-11W3-M7CD-JHNG	SEAT COVERS - FD	E	6/07/2023	339.08		007261		
I-13JY-61TH-DK7G	MULTIMEDIA - KL	E	6/07/2023	11.97		007261		
I-14LD-17CR-399G	MULTIMEDIA - KL	E	6/07/2023	19.95		007261		
I-17H7-X74V-N376	MULTIMEDIA - KL	E	6/07/2023	49.92		007261		
I-17HY-YYN1-3XG4	OFFICE SUPPLIES - MU	E	6/07/2023	303.57		007261		
I-19VC-QTY7-LJ1W	MULTIMEDIA - KL	E	6/07/2023	35.98		007261		
I-1C9T-N7R6-NDMN	MARKERS/TAPE/DEPOSITBAGS-OC	E	6/07/2023	50.86		007261		
I-1CFJ-4VT7-JJYK	NOTEBOOKS - CITY MANAGER	E	6/07/2023	12.98		007261		
I-1CKX-HLYX-7V49	PROGRAM SUPPLIES - KL	E	6/07/2023	470.84		007261		
I-1CXP-X7JX-V3Q6	TEXTBOOKS - IT	E	6/07/2023	162.63		007261		
I-1DFY-GX1D-HGNN	WORK BOOTS - MU	E	6/07/2023	53.20		007261		
I-1DJC-D3W3-VXTV	CRAFT SUPPLIES - KL	E	6/07/2023	238.21		007261		
I-1DLK-XRGC-1GHC	MISC BOOKS - KL	E	6/07/2023	51.25		007261		
I-1DRM-9LKK-6D79	WHITE SPRAY-AC	E	6/07/2023	163.32		007261		
I-1DWH-VXWC-HVPT	MAGNETS/STAPLER/CRAFT SUPS-KL	E	6/07/2023	79.82		007261		
I-1F16-YLHC-4LPW	HDMI CORDS -CONFERENCE RMS KL	E	6/07/2023	100.87		007261		
I-1FD3-X79F-46CJ	CHARGING STATION - PD	E	6/07/2023	118.46		007261		
I-1GCF-L7JM-1XRL	PENS - PD	E	6/07/2023	16.08		007261		

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I-1GCF-L7JM-3MM6	MOONLIGHT - KL	E	6/07/2023	13.98		007261		
I-1H17-H19D-CFJ6	STICKERS - KL	E	6/07/2023	28.47		007261		
I-1H1Y-V477-C19H	MULTIMEDIA -KL	E	6/07/2023	109.80		007261		
I-1H7N-3VF3-LRGG	MULTIMEDIA - KL	E	6/07/2023	79.84		007261		
I-1HRX-3KY4-CRRQ	PROGRAM PRIZE - KL	E	6/07/2023	18.58		007261		
I-1HY7-PKKC-4FD9	FIRST AID SUPPLIES - AC	E	6/07/2023	986.19		007261		
I-1JK3-CKM9-HJYT	PAINTING TRAYS -KL	E	6/07/2023	89.24		007261		
I-1K1V-76FP-6CKF	MARKERS - ENGINEERING	E	6/07/2023	18.99		007261		
I-1KN3-977T-39DM	EXTERNAL HARD DRIVE - IT	E	6/07/2023	104.99		007261		
I-1M7M-RD7J-JX13	OFFICE SUPPLIES - CD	E	6/07/2023	26.97		007261		
I-1N14-WQVF-66VP	MULTIMEDIA - KL	E	6/07/2023	115.94		007261		
I-1QFV-KMRG-HFRL	BATTERY BACKUP - IT	E	6/07/2023	541.96		007261		
I-1QPP-CIQY-4XXG	SANITIZING WIPES-KL	E	6/07/2023	70.32		007261		
I-1QPP-CIQY-NH3L	MULTIMEDIA - KL	E	6/07/2023	22.46		007261		
I-1R4W-3QDP-4RYD	MULTIMEDIA - KL	E	6/07/2023	70.41		007261		
I-1RJ3-VH36-DMPH	PROGRAM SNACKS - KL	E	6/07/2023	27.94		007261		
I-1T7W-DDRW-3VXX	PAINTING PENS-KL	E	6/07/2023	8.99		007261		
I-1TTQ-D3PR-64MM	MULTIMEDIA-KL	E	6/07/2023	154.72		007261		
I-1TTQ-D3PR-P1XW	MARKERS - KL	E	6/07/2023	11.47		007261		
I-1V1C-KQHG-K3H3	THUMB DRIVES - KL	E	6/07/2023	56.99		007261		
I-1V3F-QVK6-GRKR	MULTIMEDIA - KL	E	6/07/2023	94.80		007261		
I-1VDT-G9KD-7KJR	PAPER TOWEL DISPENSERS - CH	E	6/07/2023	81.14		007261		
I-1VRK-PM9R-PGNY	POLY BAGS - KL	E	6/07/2023	269.88		007261		
I-1W17-74JT-44Q6	PROGRAM SUPPLIES - KL	E	6/07/2023	178.85		007261		
I-1WXW-DMYF-4JDQ	NOTES/CHRGR/CLIPS - ACC	E	6/07/2023	30.08		007261		
I-1WXW-DMYF-9YFW	MULTIMEDIA - KL	E	6/07/2023	77.86		007261		
I-1YLW-K44L-3K6G	TENNIS BALLS/TOTE - P&R	E	6/07/2023	284.03		007261		5,865.85
*** VENDOR TOTALS ***						1 CHECKS		5,865.85
004293	AMERICAN FENCE CO OF IOWA INC							
I-2036	GATE REPAIR -PD	R	6/05/2023	570.00		242848		570.00
*** VENDOR TOTALS ***						1 CHECKS		570.00
001439	AMERICAN MARKING INC							
I-0031704	NAMEPLATES - KL	R	6/05/2023	36.90		242849		36.90
*** VENDOR TOTALS ***						1 CHECKS		36.90
007835	AMERICAN RED CROSS-TRAINING SV							
I-22592776	ADULT/PED FIRST AID/CPR-AC	R	6/05/2023	576.00		242850		576.00
*** VENDOR TOTALS ***						1 CHECKS		576.00
008687	ANKENY AMERICAN LEGION POST 42							
I-329-WMR-23	FLAGS - PKS	R	6/05/2023	382.38		242851		382.38
*** VENDOR TOTALS ***						1 CHECKS		382.38

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004201	TSJM TOWING SERVICE LLC							
I-23-53484	TOW/HOOK FEE - PD	R	6/05/2023	73.00		242852		73.00
	*** VENDOR TOTALS ***					1 CHECKS		73.00
009326	RYAN ARENDSE							
I-05/05/2023 MEAL	5/5/23 MEAL REIMBURSEMENT	E	6/07/2023	20.57		007293		
I-05/16/2023 MEALS	5/16/23 MEAL REIMBURSEMENT	E	6/07/2023	22.86		007293		43.43
	*** VENDOR TOTALS ***					1 CHECKS		43.43
000057	ARNOLD MOTOR SUPPLY							
I-15NV150383	UNIT #801 OIL FILTER	R	6/05/2023	8.90		242853		
I-15NV151817	COUPLERS/HOSE GREASE-OCM	R	6/05/2023	25.67		242853		34.57
	*** VENDOR TOTALS ***					1 CHECKS		34.57
005865	TASER INTERNATIONAL INC							
I-INUS156569	FLEET 3 IN-CAR VIDEO - PD	R	6/05/2023	55,199.92		242854		
I-INUS157670	FLEET 3 SYSTEM - PD	R	6/05/2023	11,497.20		242854		66,697.12
	*** VENDOR TOTALS ***					1 CHECKS		66,697.12
000067	BAKER & TAYLOR INC							
I-2037515106	MULTIMEDIA -KL	E	6/07/2023	1,437.82		007194		
I-2037523768	MISC BOOKS - KL	E	6/07/2023	358.75		007194		
I-2037529123	MISC BOOKS - KL	E	6/07/2023	297.93		007194		
I-2037536245	MISC BOOKS -KL	E	6/07/2023	475.65		007194		2,570.15
	*** VENDOR TOTALS ***					1 CHECKS		2,570.15
011831	ASHTON RAE BARKER							
I-04/03/2023	04/03/2023 HAWX REIMBURSMNT	E	6/07/2023	140.00		007302		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
006127	BATTERIES PLUS BULBS #203							
I-P62005427	BATTERIES - TRAFFIC	R	6/05/2023	91.35		242855		91.35
	*** VENDOR TOTALS ***					1 CHECKS		91.35
006349	HY-VEE INC-BDI							
I-55275	ALCOHOL FOR RESALE - OC	R	6/05/2023	931.62		242856		931.62
	*** VENDOR TOTALS ***					1 CHECKS		931.62
008331	BLACK CLOVER ENTERPRISES LLC							
I-BCE162846	STOCK MERCH FOR RESALE-OC	R	6/05/2023	113.25		242857		113.25
	*** VENDOR TOTALS ***					1 CHECKS		113.25
005950	BLACKSTONE AUDIO INC							
I-2100629	MULTIMEDIA/SHELF SVCS-KL	R	6/05/2023	41.95		242858		
I-2101717	MULTIMEDIA/SHELF SVCS-KL	R	6/05/2023	25.84		242858		67.79
	*** VENDOR TOTALS ***					1 CHECKS		67.79

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003947	BOB BROWN GMC INC							
I-39095	UNIT #88 PARTS	E	6/07/2023	67.46		007229		
I-39219	UNIT #923 PARTS	E	6/07/2023	251.21		007229		318.67
	*** VENDOR TOTALS ***					1 CHECKS		318.67
009487	BOOT BARN INC							
I-INV00257488	4/22/23 BOOTS- C. UNGS	E	6/07/2023	140.00		007265		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
005174	BOUND TREE MEDICAL LLC							
I-84942029	EMS SUPPLIES - FD	R	6/05/2023	283.80		242859		
I-84943890	EMS SUPPLIES - FD	R	6/05/2023	80.54		242859		
I-84945643	EMS SUPPLIES - FD	R	6/05/2023	924.70		242859		
I-84945644	EMS SUPPLIES - FD	R	6/05/2023	208.82		242859		
I-84947190	EMS SUPPLIES - FD	R	6/05/2023	234.59		242859		
I-84950173	EMS SUPPLIES - FD	R	6/05/2023	113.13		242859		
I-84950174	EMS SUPPLIES - FD	R	6/05/2023	2,519.29		242859		
I-84951840	EMS SUPPLIES - FD	R	6/05/2023	459.48		242859		
I-84951841	EMS SUPPLIES - FD	R	6/05/2023	888.93		242859		
I-84954980	EMS SUPPLIES - FD	R	6/05/2023	957.25		242859		6,670.53
	*** VENDOR TOTALS ***					1 CHECKS		6,670.53
005565	STEPHANIE BRAUN							
I-05/16/23-05/17/23	5/16-5/17/23 MEAL REIMBRSMNT	R	6/05/2023	15.04		242860		15.04
	*** VENDOR TOTALS ***					1 CHECKS		15.04
004591	GREATER DSM COMMUNITY FOUNDATI							
I-FY23 #4	FY23 #4 HOTEL/MOTEL CONTRBTN	R	6/05/2023	134,506.53		242861		134,506.53
	*** VENDOR TOTALS ***					1 CHECKS		134,506.53
000127	BRICK GENTRY PC							
I-397060	4/25/2023 STATEMENT 224.031	R	6/05/2023	1,200.00		242862		
I-397061	4/25/2023 STATEMENT 224.003	R	6/05/2023	225.00		242862		
I-397062	4/25/2023 STATEMENT 224.011	R	6/05/2023	1,365.00		242862		
I-398418	4/25/2023 STATEMENT 4.005	R	6/05/2023	2,086.50		242862		4,876.50
	*** VENDOR TOTALS ***					1 CHECKS		4,876.50
011451	BRIDGESTONE GOLF, INC							
I-INV-1003156927	STOCK MERCH FOR RESALE-OC	E	6/07/2023	364.54		007273		
I-INV-1003157612	STOCK MERCH FOR RESALE-OC	E	6/07/2023	364.54		007273		729.08
	*** VENDOR TOTALS ***					1 CHECKS		729.08
009566	VARSITY BRANDS HOLDING CO., IN							
I-921609942	BATS/TEES - P&R	R	6/05/2023	219.48		242863		219.48
	*** VENDOR TOTALS ***					1 CHECKS		219.48

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011432	BUCHER MUNICIPAL NORTH AMERICA							
C-54355	SWEEPER TRADE-IN	E	6/07/2023	8,000.00CR		007272		
I-53484	REPLACE SWEEPER #228	E	6/07/2023	313,774.00		007272		305,774.00
	*** VENDOR TOTALS ***					1 CHECKS		305,774.00
008738	BULB GUY LIGHTING							
I-19276	BULBS - PKS	E	6/07/2023	65.08		007256		
I-19512	SOCKET MOGUL BASE - CFAC	E	6/07/2023	33.00		007256		98.08
	*** VENDOR TOTALS ***					1 CHECKS		98.08
011675	KERRY LYNN WALTER ASHBY							
I-05/2023 YOGA	MAY YOGA	E	6/07/2023	124.80		007279		124.80
	*** VENDOR TOTALS ***					1 CHECKS		124.80
009469	COLTON CAMPBELL							
I-009469	2023 PARAMEDIC RECERT	E	6/07/2023	250.00		007294		
I-3/10/2023	PARAMEDIC RECERT RMBRSMNT	E	6/07/2023	250.00		007294		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
000385	CAPITAL CITY EQUIPMENT CO							
I-35873D	UNIT #234 PARTS	E	6/07/2023	81.16		007202		
I-35994D	UNIT #234 HARNESS	E	6/07/2023	75.41		007202		
I-70897D	SKID LOADER RENTAL	E	6/07/2023	765.00		007202		921.57
	*** VENDOR TOTALS ***					1 CHECKS		921.57
000453	CARQUEST AUTO PARTS							
I-2330-789524	TRAILER CONNECTOR -OCM	R	6/05/2023	4.74		242864		4.74
	*** VENDOR TOTALS ***					1 CHECKS		4.74
001004	PARKER CASKEY							
I-4/21/23	PICTURE REIMBURSEMENT	E	6/07/2023	45.41		007288		45.41
	*** VENDOR TOTALS ***					1 CHECKS		45.41
005278	CDW GOVERNMENT							
I-JJ03557	ADOBE PRO LICENSE	E	6/07/2023	98.12		007237		
I-JP87746	APC SERVER UPS X 1500VA	E	6/07/2023	2,884.56		007237		
I-JQ00368	CHATSWORTH WALL-MOUNT RAC	E	6/07/2023	1,828.90		007237		4,811.58
	*** VENDOR TOTALS ***					1 CHECKS		4,811.58
004613	CENTRAL IOWA DISTRIBUTING							
I-239550	JANITORIAL SUPPLIES - PKS	E	6/07/2023	3,795.00		007233		3,795.00
	*** VENDOR TOTALS ***					1 CHECKS		3,795.00

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001375	CENTRAL IOWA FLORAL INCOR							
I-63725	FLOWER BED PLANTS	R	6/05/2023	1,376.00		242865		1,376.00
	*** VENDOR TOTALS ***					1 CHECKS		1,376.00
006156	DAYL INGLETT INC							
I-2668	RETAINING WALL REPAIR	R	6/05/2023	13,246.00		242866		13,246.00
	*** VENDOR TOTALS ***					1 CHECKS		13,246.00
003072	QWEST CORPORATION							
I-05/04/2023	05/2023 STATEMENT - TRFC	R	6/05/2023	100.89		242867		100.89
	*** VENDOR TOTALS ***					1 CHECKS		100.89
008614	TONY CHRISTOPH							
I-05/03/2023 MEAL	5/3/23 MEAL REIMBURSEMENT	E	6/07/2023	18.26		007255		
I-05/16/2023	5/16/23 MEAL REIMBURSEMENT	E	6/07/2023	17.68		007255		35.94
	*** VENDOR TOTALS ***					1 CHECKS		35.94
002659	CI TECHNOLOGIES, INC.							
I-11475	IAPRO SOFTWARE RENEWAL	R	6/05/2023	1,248.48		242868		1,248.48
	*** VENDOR TOTALS ***					1 CHECKS		1,248.48
009007	CITY OF WAUKEE							
I-MAY 16, 2023	VAN BUREN DAY TRIP	R	6/05/2023	4,361.17		242869		4,361.17
	*** VENDOR TOTALS ***					1 CHECKS		4,361.17
002407	CIVIL DESIGN ADVANTAGE LLC							
I-41145 #3	PAY 3-NW36TH/WGL DR HMA RSRFCG	E	6/07/2023	20,142.70		007220		20,142.70
	*** VENDOR TOTALS ***					1 CHECKS		20,142.70
011368	COLTON BOLEY							
I-INV-001731 A	PRESSURE WASH POLICE DEPT	R	6/05/2023	3,480.00		242870		
I-INV-001731 B	PRESSURE WASH POLICE DEPT	R	6/05/2023	5,970.00		242870		9,450.00
	*** VENDOR TOTALS ***					1 CHECKS		9,450.00
009223	COMMERCIAL LIGHTING SERVICES I							
I-33258	FLAG POLE REPAIRS - KL	R	6/05/2023	292.20		242871		292.20
	*** VENDOR TOTALS ***					1 CHECKS		292.20
009492	CONFERENCE TECHNOLOGIES, INC							
I-ST231000215	PROJECTOR REPAIRS - COUNCIL	E	6/07/2023	575.00		007266		575.00
	*** VENDOR TOTALS ***					1 CHECKS		575.00
002992	CONSTRUCTION MATERIALS TESTING							
I-46333	CYLINDER BRKS-23 PVMNT PRSVTN	E	6/07/2023	176.00		007223		
I-46334	CYLINDER BRKS-23 PCC STRT PTCH	E	6/07/2023	448.00		007223		
I-46335	CYLINDER BREAKS-PVMNT PRSRVTN	E	6/07/2023	264.00		007223		888.00
	*** VENDOR TOTALS ***					1 CHECKS		888.00

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002559	CONSUMERS ENERGY							
I-04/02/23-05/01/23	05/09/2023 STATEMENT	E	6/07/2023	2,662.19		007221		2,662.19
	*** VENDOR TOTALS ***					1 CHECKS		2,662.19
009829	CRITERIA CORPORATION							
I-US-1862	ONLINE TESTING 6/5/23-6/4/24	R	6/05/2023	3,564.00		242872		3,564.00
	*** VENDOR TOTALS ***					1 CHECKS		3,564.00
003533	5 TRAILS INC							
I-18448	MYLAR CHERRY PLAQUE-P&R	R	6/05/2023	206.10		242873		206.10
	*** VENDOR TOTALS ***					1 CHECKS		206.10
010085	CONRAD CRUTHIRDS							
I-05/2023 TUITION	3/7/23-5/4/23 TUITION	E	6/07/2023	600.00		007295		600.00
	*** VENDOR TOTALS ***					1 CHECKS		600.00
000146	CENTURY HOMES CO							
I-65900IN	SPORTS TURF/SEED - PW	R	6/05/2023	855.00		242874		
I-66024IN	FERTILIZER/CHALK-PRSC	R	6/05/2023	2,694.50		242874		
I-66281IN	WETTING AGENT SUPPLY	R	6/05/2023	2,647.40		242874		
I-66459IN	HERBICIDE -PRSC	R	6/05/2023	375.00		242874		
I-66587IN	ACELAPRYN FERTILIZER	R	6/05/2023	5,917.50		242874		12,489.40
	*** VENDOR TOTALS ***					1 CHECKS		12,489.40
008858	DAVE'S FIREWOOD AND DISTRIBUTI							
I-315717	CLEAN OUT STORM SEWER	R	6/05/2023	3,300.00		242875		3,300.00
	*** VENDOR TOTALS ***					1 CHECKS		3,300.00
003099	DELL MARKETING L P							
I-10671210449	MONITOR - FD	R	6/05/2023	199.00		242876		
I-10673650456	FY23 - FINAL PC ORDER	R	6/05/2023	14,154.00		242876		14,353.00
	*** VENDOR TOTALS ***					1 CHECKS		14,353.00
008545	DEMARANVILLE INSTALLATIONS INC							
I-I23-622B	SPRINKLER INSPECTION-OC	R	6/05/2023	1,400.00		242877		1,400.00
	*** VENDOR TOTALS ***					1 CHECKS		1,400.00
000605	DEMCO INC							
I-7308878	CIRCULATION SUPPLIES - KL	E	6/07/2023	372.71		007205		
I-7310732	SLATWALL BOOK HOLDER-KL	E	6/07/2023	84.53		007205		457.24
	*** VENDOR TOTALS ***					1 CHECKS		457.24
010180	AUSTIN DEMERS							
I-04/2023 MILEAGE	04/2023 MILEAGE	E	6/07/2023	60.92		007296		
I-04/27/23-04/28/23	4/27-4/28/23 MILEAGE	E	6/07/2023	8.12		007296		69.04
	*** VENDOR TOTALS ***					1 CHECKS		69.04

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002731	TREASURER OF THE STATE OF IOWA							
I-339045	S12/S11/S13 RANGE RENTAL - PD	R	6/05/2023	225.00		242878		225.00
	*** VENDOR TOTALS ***					1 CHECKS		225.00
000843	THE DES MOINES REGISTER							
I-5583842	04/2023 LEGAL PUBLICATIONS	E	6/07/2023	1,670.59		007210		1,670.59
	*** VENDOR TOTALS ***					1 CHECKS		1,670.59
000160	DES MOINES WATER WORKS							
I-000186 4/28/23	4/28/23 STATEMENT	R	6/05/2023	1,050.00		242879		
I-005039 4/27/23	04/27/2023 STATEMENT	R	6/05/2023	219,912.74		242879		
I-084542 4/27/23	4/27/23 STATEMENT	R	6/05/2023	75.00		242879		
I-084793 4/27/23	4/27/23 STATEMENT	R	6/05/2023	90,408.57		242879		
I-099890 4/27/23	4/27/23 STATEMENT	R	6/05/2023	104,325.73		242879		
I-101656 4/27/23	4/27/23 STATEMENT	R	6/05/2023	88,681.72		242879		
I-4/27/23 005040	4/27/23 STATEMENT	R	6/05/2023	98,542.69		242879		602,996.45
	*** VENDOR TOTALS ***					1 CHECKS		602,996.45
000161	DEWEY FORD INC							
C-CM604854-1 FOW	CR: UNIT #94 SHOCK ABSORBER	R	6/05/2023	78.62CR		242880		
I-604854-1 FOW	UNIT #94 SHOCK ABSORBER	R	6/05/2023	78.62		242880		
I-605501 FOW	UNIT #92 PARTS	R	6/05/2023	253.94		242880		253.94
	*** VENDOR TOTALS ***					1 CHECKS		253.94
004568	DOLL DISTRIBUTING LLC							
I-1245275	ALCOHOL FOR RESALE-HAWKEYE	E	6/07/2023	788.50		007232		
I-1247518	ALCOHOL FOR RESALE - OC	E	6/07/2023	911.55		007232		
I-1250377	ALCOHOL FOR RESALE-HAWKEYE	E	6/07/2023	693.30		007232		
I-1252670	ALCOHOL FOR RESALE-OC	E	6/07/2023	693.75		007232		3,087.10
	*** VENDOR TOTALS ***					1 CHECKS		3,087.10
002143	DOORS INC							
I-333905	FRONT DOOR ARM - -PK MNT	E	6/07/2023	186.00		007216		
I-334089	LOCK REPAIR - PRSC	E	6/07/2023	100.00		007216		
I-334632	DOOR SERVICE CALL -KL	E	6/07/2023	156.00		007216		442.00
	*** VENDOR TOTALS ***					1 CHECKS		442.00
011814	AARON DOSE							
I-5/10/23	STORMWATER BMP REIMBURSEMENT	R	6/05/2023	75.00		242881		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
007346	BRANDON DYER							
I-05/03/23 MEAL	5/03/23 MEAL REIMBRSMNT	E	6/07/2023	22.13		007291		22.13
	*** VENDOR TOTALS ***					1 CHECKS		22.13

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008555	DYNAMIC BRANDS LLC							
I-INV1626029	STOCK MERCH FOR RESALE-OC	R	6/05/2023	298.00		242882		
I-INV1631211	STOCK MERCH FOR RESALE-OC	R	6/05/2023	143.00		242882		
I-INV1634451	STOCK MERCH FOR RESALE-OC	R	6/05/2023	143.00		242882		584.00
	*** VENDOR TOTALS ***					1 CHECKS		584.00
006319	EDWARD DON AND COMPANY							
I-30272008	FOOD FOR RESALE/SUPPLIES - OC	R	6/05/2023	864.19		242883		864.19
	*** VENDOR TOTALS ***					1 CHECKS		864.19
000628	EIDE BAILLY LLP							
I-EI01522771	HOTLINE SUBMISSION REPORT	E	6/07/2023	75.00		007206		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
000186	ELECTRONIC ENGINEERING							
I-80066569	06/2023 STATEMENT-ENGINEERING	E	6/07/2023	26.50		007195		
I-80066694, 80066566	06/2023 STATEMENT - PK MAINT	E	6/07/2023	296.50		007195		
I-80066695, 80066567	06/2023 STATEMENT - PW	E	6/07/2023	930.00		007195		
I-80066696, 80066568	06/2023 STATEMENT - MU	E	6/07/2023	440.50		007195		1,693.50
	*** VENDOR TOTALS ***					1 CHECKS		1,693.50
007739	EQUIPMENT MANAGEMENT COMPANY							
I-62232	VEHICLE REPAIRS - FD	E	6/07/2023	646.00		007250		646.00
	*** VENDOR TOTALS ***					1 CHECKS		646.00
005719	JAMIE ERIE							
I-05/2023 MEAL	05/03/2023 MEAL REIMBURSEMENT	E	6/07/2023	23.88		007289		23.88
	*** VENDOR TOTALS ***					1 CHECKS		23.88
011825	EVOLVING EDGE GRAPHICS, LLC							
I-E0003116	BANDSHELL BANNER DESIGN-PKS	E	6/07/2023	138.23		007286		138.23
	*** VENDOR TOTALS ***					1 CHECKS		138.23
005478	EXCEL MECHANICAL COMPANY INC							
I-162907	REPAIRS - PD	E	6/07/2023	665.07		007238		
I-162908	REPAIRS - OC	E	6/07/2023	421.34		007238		
I-162909	REPAIRS -PW MNT	E	6/07/2023	273.44		007238		
I-162972	SEMI ANNUAL INSPECTION -CH	E	6/07/2023	953.00		007238		
I-162974	SEMI ANNUAL INSPECTION-PSB	E	6/07/2023	1,632.00		007238		
I-162975	SEMI ANNUAL INSPECTION-PK MNT	E	6/07/2023	408.00		007238		
I-162977	SEMI ANNUAL INSPECTION-LKSIDE	E	6/07/2023	443.00		007238		
I-162978	SEMI ANNUAL INSPECTION-HWKY	E	6/07/2023	204.00		007238		
I-162979	SEMI ANNUAL INSPECTION-OEC	E	6/07/2023	204.00		007238		
I-162980	SEMI ANNUAL INSPECTION-MP	E	6/07/2023	239.00		007238		
I-162981	SEMI ANNUAL INSPECTION-PRAC	E	6/07/2023	239.00		007238		
I-162982	SEMI ANNUAL INSPECTION - CFAC	E	6/07/2023	204.00		007238		
I-162983	SEMI ANNUAL INSPECTION -PRSC	E	6/07/2023	714.00		007238		
I-162985	SEMI ANNUAL INSPECTION-OC	E	6/07/2023	918.00		007238		

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I-162986	SEMI ANNUAL INSPECTION - OCM	E	6/07/2023	204.00		007238		
I-162988	SEMI ANNUAL INSPECTION - PD	E	6/07/2023	2,190.00		007238		
I-162989	SEMI ANNUAL INSPECTION-KL	E	6/07/2023	1,832.00		007238		
I-162990	SEMI ANNUAL INSPECTION-FS1	E	6/07/2023	1,377.00		007238		
I-162991	SEMI ANNUAL INSPECTION -FS2	E	6/07/2023	918.00		007238		
I-162992	SEMI ANNUAL INSPECTION-FS3	E	6/07/2023	918.00		007238		
I-162993	SEMI ANNUAL INSPECTION-PW MNT	E	6/07/2023	1,632.00		007238		
I-162994	SEMI ANNUAL INSPECTION-WTR	E	6/07/2023	816.00		007238		
I-162995	SEMI ANNUAL INSPECTION WW	E	6/07/2023	816.00		007238		
I-162996	SEMI ANNUAL INSPECTION-ACC	E	6/07/2023	917.00		007238		19,137.85
	*** VENDOR TOTALS ***					1 CHECKS		19,137.85
003468	FAIR-PLAY SCOREBOARDS							
I-1604111	PRSC SCOREBOARDS	R	6/05/2023	18,140.00		242884		18,140.00
	*** VENDOR TOTALS ***					1 CHECKS		18,140.00
011713	FARNSWORTH GROUP INC							
I-242270	PAY1- ASPEN TRIDGE TRAIL	R	6/05/2023	9,600.00		242885		9,600.00
	*** VENDOR TOTALS ***					1 CHECKS		9,600.00
002285	FASTENAL COMPANY							
I-IADES428423	TRAFFIC SUPPLIES - PW	E	6/07/2023	423.50		007218		
I-IADES428873	WATER SUPPLIES - MU	E	6/07/2023	39.29		007218		
I-IADES429428	SUPPLIES -PRAC	E	6/07/2023	31.24		007218		494.03
	*** VENDOR TOTALS ***					1 CHECKS		494.03
000197	FEDERAL EXPRESS CORPORATION							
I-8-126-83527	GROUND SERVICES - MU	R	6/05/2023	292.94		242886		292.94
	*** VENDOR TOTALS ***					1 CHECKS		292.94
006858	FERGUSON ENTERPRISES INC #1657							
I-0457196 A	MIU UNITS - MU	R	6/05/2023	1,891.69		242887		
I-0457196 B	METER PARTS - MU	R	6/05/2023	536.51		242887		
I-0458567	MIU UNITS - MU	R	6/05/2023	54,108.31		242887		
I-139646	SINK PARKTS -CFAC	R	6/05/2023	48.93		242887		56,585.44
	*** VENDOR TOTALS ***					1 CHECKS		56,585.44
011234	FIRE SERVICE TRAINING BUREAU							
I-232095	DOA CERT - D. STUCKER	R	6/05/2023	50.00		242888		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
007648	DAIOHS USA INC							
I-2183	COFFEE SERVICES - CH	E	6/07/2023	45.00		007249		
I-2662	COFFEE SERVICES - PW	E	6/07/2023	97.50		007249		142.50
	*** VENDOR TOTALS ***					1 CHECKS		142.50

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010286	AT&T MOBILITY II LLC							
I-05272023 FD	04/20/23-05/19/23 STATEMENT-FD	R	6/05/2023	990.11		242889		990.11
010286	AT&T MOBILITY II LLC							
I-05272023 PD	04/20/23-05/19/23 STATEMENT-PD	R	6/05/2023	1,581.40		242890		1,581.40
	*** VENDOR TOTALS ***					2 CHECKS		2,571.51
002078	FOTH & VAN DYKE LLC							
I-83747 #13	PAY 13-N 4MILE CRK TRNK SWR	E	6/07/2023	2,580.57		007215		
I-83748 #2	PAY 2-NW STATE STREET EXT	E	6/07/2023	71,489.33		007215		74,069.90
	*** VENDOR TOTALS ***					1 CHECKS		74,069.90
011377	STRAND ASSOCIATES, INC.							
I-193857 #25	PAY 25-ANKENY ASR	R	6/05/2023	8,492.15		242891		8,492.15
	*** VENDOR TOTALS ***					1 CHECKS		8,492.15
000211	GALE							
I-81130846	MAY BIOGRAPHY 2 PLAN -KL	E	6/07/2023	51.73		007196		
I-81130934	MAY CHRISTIAN ROMANCE 5 PLAN	E	6/07/2023	125.20		007196		
I-81131424	MAY CHRISTIAN ROMANCE 4 PLAN	E	6/07/2023	94.46		007196		271.39
	*** VENDOR TOTALS ***					1 CHECKS		271.39
003712	GALLS, LLC							
I-024296677	UNIFORMS - PD	R	6/05/2023	549.15		242892		
I-024296678	EYELET - PD	R	6/05/2023	25.99		242892		
I-024306099	NAMEBAR - FD	R	6/05/2023	29.21		242892		
I-024346685	UNIFORMS - PD	R	6/05/2023	167.08		242892		
I-024411904	SERVING SINCE LETTERS - PD	R	6/05/2023	13.60		242892		
I-024411920	UNIFORMS - PD	R	6/05/2023	535.70		242892		
I-024411932	UNIFORMS - PD	R	6/05/2023	97.73		242892		
I-024411938	NAMEPLATE - PD	R	6/05/2023	22.80		242892		1,441.26
	*** VENDOR TOTALS ***					1 CHECKS		1,441.26
011837	JASON GARNATZ							
I-AFD23965	PATIENT REFUND - FD	R	6/05/2023	29.65		242893		29.65
	*** VENDOR TOTALS ***					1 CHECKS		29.65
010891	THE NEW GOLF CARS OF IOWA							
I-5/16/2023	STARTER BELT - OC	R	6/05/2023	25.94		242894		25.94
	*** VENDOR TOTALS ***					1 CHECKS		25.94
002573	GOODE GREENHOUSES							
I-1-12136-01	ADOPT A FLOWERBED PROGRAM	R	6/05/2023	2,140.94		242895		2,140.94
	*** VENDOR TOTALS ***					1 CHECKS		2,140.94

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000227	GRAINGER							
I-9702880015	EYE WASH REPLACMNT PTS -PD	E	6/07/2023	55.72		007197		
I-9704640508	#220 #228 ANGULAR BEARINGS	E	6/07/2023	76.40		007197		
I-9715628070	HAND SOAP - PKS/CFAC	E	6/07/2023	492.40		007197		624.52
	*** VENDOR TOTALS ***					1 CHECKS		624.52
000229	GRAYBAR ELECTRIC CO INC							
I-9332151497	PATCH PANELS FOR CAMERAS	R	6/05/2023	1,264.44		242896		
I-9332236624	DATA CABLES - IT	R	6/05/2023	536.12		242896		1,800.56
	*** VENDOR TOTALS ***					1 CHECKS		1,800.56
006348	GRAZIANO BROTHERS INC							
I-224479	FOOD FOR RESALE - OC	E	6/07/2023	235.85		007244		235.85
	*** VENDOR TOTALS ***					1 CHECKS		235.85
004543	GREATER DES MOINES CONVENTION							
I-FY23 #4	FY23 #4 HOTEL/MOTEL CONTRBTN	E	6/07/2023	134,506.53		007231		134,506.53
	*** VENDOR TOTALS ***					1 CHECKS		134,506.53
000252	GRIMES ASPHALT AND PAVING CORP							
I-23942	5/08/23 1/2 30R	R	6/05/2023	131.25		242897		
I-23960	5/09/23 1/2 MM-AMES/RAP	R	6/05/2023	301.50		242897		
I-23972	5/10/23 1/2 30R	R	6/05/2023	189.00		242897		
I-23982	5/11/23 1/2 30R	R	6/05/2023	151.50		242897		
I-23990	5/13/23 COLD MIX	R	6/05/2023	1,470.00		242897		2,243.25
	*** VENDOR TOTALS ***					1 CHECKS		2,243.25
000691	OMG MIDWEST, INC							
I-1763177	RIVER ROCK - CFAC	E	6/07/2023	321.00		007207		321.00
	*** VENDOR TOTALS ***					1 CHECKS		321.00
011817	WILLIAM HAMMERBERG							
I-05/16/23	STORMWATER BMP REIMBURSEMENT	R	6/05/2023	48.55		242898		48.55
	*** VENDOR TOTALS ***					1 CHECKS		48.55
005993	HANDLEY LAW FIRM							
I-5/12/2023	APRIL 2023 SERVICES - PD	E	6/07/2023	8,440.00		007242		8,440.00
	*** VENDOR TOTALS ***					1 CHECKS		8,440.00
009448	PAULA KAY CASKEY							
I-18	HEMMING SVCS - FD	E	6/07/2023	60.00		007264		
I-19	EMBROIDERY SVCS - FD	E	6/07/2023	24.00		007264		84.00
	*** VENDOR TOTALS ***					1 CHECKS		84.00

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001815	HAWKEYE TRUCK EQUIPMENT							
I-158325	UNIT #106 HITCH MOUNT	R	6/05/2023	425.00		242899		425.00
	*** VENDOR TOTALS ***					1 CHECKS		425.00
001978	HAWKINS INC							
I-6477724	AZONE 15 - MU	R	6/05/2023	2,610.21		242900		2,610.21
	*** VENDOR TOTALS ***					1 CHECKS		2,610.21
003452	HDR ENGINEERING INC							
I-10345779 #10	PAY 10-IRVNDLE ELEVTD STRG TNK	R	6/05/2023	13,860.00		242901		13,860.00
	*** VENDOR TOTALS ***					1 CHECKS		13,860.00
001982	HEARTLAND FINISHES INC							
I-14887	FURNISH/INSTALL BLINDS-PSB	R	6/05/2023	789.00		242902		789.00
	*** VENDOR TOTALS ***					1 CHECKS		789.00
003550	HEIMAN FIRE EQUIPMENT INC							
I-0920878-IN	GLOVES - FD	R	6/05/2023	954.22		242903		954.22
	*** VENDOR TOTALS ***					1 CHECKS		954.22
011760	DEVIN HERNDON							
I-AFD1371 5/16/23	PATIENT REFUND - FD	R	6/05/2023	22.00		242904		22.00
	*** VENDOR TOTALS ***					1 CHECKS		22.00
011660	HGS, LLC							
I-PAY 2-ROCK CRK GRN	PAY 2-ROCK CRK GRNBLT-NTVE VEG	R	6/05/2023	9,629.39		242905		9,629.39
	*** VENDOR TOTALS ***					1 CHECKS		9,629.39
011832	JACOB HOFFMAN							
I-05/13/23 BOOTS	05/13/23 BOOT REIMBRMNT	E	6/07/2023	140.00		007303		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
011813	SC SUTTON KITCHEN EXHAUST CLEA							
I-969737	HOOD CLEANING/INSPECTION-ACC	E	6/07/2023	530.00		007284		530.00
	*** VENDOR TOTALS ***					1 CHECKS		530.00
003098	HOTSY CLEANING SYSTEMS IN							
I-0214116-IN	FLEETWASH - STREETS	E	6/07/2023	409.50		007224		409.50
	*** VENDOR TOTALS ***					1 CHECKS		409.50
009586	HOVICK FAMILY FARM PETTING ZOO							
I-2313	PETTING ZOO SVCS - KL	R	6/05/2023	735.00		242906		735.00
	*** VENDOR TOTALS ***					1 CHECKS		735.00

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005531	HR GREEN INC							
I-162212 #9	PAY 9-SW STATE ST FIBER OP REL	E	6/07/2023	1,300.50		007239		
I-162721 #18	PAY 18-NE36TH RECON/I35-4MILE	E	6/07/2023	7,776.23		007239		
I-220196 #2	PAY 2-IRV DR/NW18TH INTSCN IMP	E	6/07/2023	4,784.50		007239		13,861.23
	*** VENDOR TOTALS ***					1 CHECKS		13,861.23
000959	PAUL HUBBARD							
I-04/23-05/23PARKOUR FY23 PARKOUR APR-MAY		E	6/07/2023	2,299.20		007287		2,299.20
	*** VENDOR TOTALS ***					1 CHECKS		2,299.20
000253	HY-VEE INC							
I-157059 58775157059	DECORATOR PORCH -OC	R	6/05/2023	139.95		242907		
I-309802	BREAK ROOM SUPPLIES - PW	R	6/05/2023	113.50		242907		253.45
	*** VENDOR TOTALS ***					1 CHECKS		253.45
006850	CAPSTAR RADIO OPERATING COMPAN							
I-8819984030	ADVERTISING - OC	R	6/05/2023	1,950.00		242908		1,950.00
	*** VENDOR TOTALS ***					1 CHECKS		1,950.00
008906	IMAGE TREND INC							
I-142608	MYEMSCARE MONTHLY FEE - FD	E	6/07/2023	83.33		007258		
I-142832	APR 2023 BILLING BRIDGE - FD	E	6/07/2023	948.80		007258		1,032.13
	*** VENDOR TOTALS ***					1 CHECKS		1,032.13
007377	INDUSTRIAL SALES COMPANY INC							
I-1135598-000	IRRIGATION SOFTWARE-PRSC	R	6/05/2023	3,550.00		242909		3,550.00
	*** VENDOR TOTALS ***					1 CHECKS		3,550.00
000265	INTERNATIONAL ASSOCIATION OF							
I-FY23 #7013703	FY23 MBRSHF RNWL-C. LARSEN	E	6/07/2023	120.00		007198		120.00
	*** VENDOR TOTALS ***					1 CHECKS		120.00
000407	INTERSTATE ALL BATTERY CENTER							
I-1924602053323	UPS SPARES - IT	R	6/05/2023	172.00		242910		
I-1925901007418	BATTERIES - FD	R	6/05/2023	72.00		242910		
I-1925901007426	BATTERY - PD	R	6/05/2023	2.30		242910		
I-1925901007459	BATTERIES - FD	R	6/05/2023	53.40		242910		299.70
	*** VENDOR TOTALS ***					1 CHECKS		299.70
000266	INTERSTATE BATTERY SYSTEM							
I-40214280	BATTERIES - CG	E	6/07/2023	423.85		007199		423.85
	*** VENDOR TOTALS ***					1 CHECKS		423.85

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002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4716291	ALCOHOL FOR RESALE - HAWKEYE	R	6/05/2023	1,089.50		242911		
I-W-4719690	ALCOHOL FOR RESALE-OC	R	6/05/2023	1,027.55		242911		
I-W-4726436	ALCOHOL FOR RESALE - OC	R	6/05/2023	784.55		242911		
I-W-4733734	ALCOHOL FOR RESALE-OC	R	6/05/2023	1,377.75		242911		4,279.35
	*** VENDOR TOTALS ***					1 CHECKS		4,279.35
000752	IOWA DNR/OPERATOR CERTIFICATIO							
I-2023 PCC-SE 8TH ST PERMIT FEE-SE 8TH STREET		R	6/05/2023	175.00		242912		175.00
000752	IOWA DNR/OPERATOR CERTIFICATIO							
I-FY23 NW WTR TWR	SWR PERMIT-NW WATER TOWER	R	6/05/2023	100.00		242913		100.00
000752	IOWA DNR/OPERATOR CERTIFICATIO							
I-FY23 NW WTR TWR(2)	WTR PERMIT-NW WATER TOWER	R	6/05/2023	9,985.00		242914		9,985.00
	*** VENDOR TOTALS ***					3 CHECKS		10,260.00
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0015514	U-CHANNEL POSTS - TRAFFIC	R	6/05/2023	1,353.50		242915		
I-CI-0015618	GARBAGE BAGS -PKS	R	6/05/2023	735.40		242915		2,088.90
	*** VENDOR TOTALS ***					1 CHECKS		2,088.90
004476	IOWA MEDICAID ENTERPRISE							
I-05 2023 02	JUNE 2023 STATE SHARE	R	6/05/2023	47,979.92		242916		47,979.92
	*** VENDOR TOTALS ***					1 CHECKS		47,979.92
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV86826	FY22 411 MED DED -MARCH	R	6/05/2023	214.18		242917		
I-INV86827	FY23-411 MED DED MARCH	R	6/05/2023	86.00		242917		300.18
	*** VENDOR TOTALS ***					1 CHECKS		300.18
003226	IOWA ONE CALL							
I-250647	4/30/2023 FTP - MU	E	6/07/2023	1,998.00		007226		
I-250828	4/30/2023 EMAIL - TRAFFIC	E	6/07/2023	266.40		007226		2,264.40
	*** VENDOR TOTALS ***					1 CHECKS		2,264.40
000272	IOWA PRISON INDUSTRIES							
I-035539 A	SIGNS - TRAFFIC	R	6/05/2023	3,070.37		242918		
I-035539 B	SIGNS - TRAFFIC	R	6/05/2023	569.63		242918		3,640.00
	*** VENDOR TOTALS ***					1 CHECKS		3,640.00
009002	IOWA PUMP WORKS, INC							
I-INV021086	REPAIR CFAC PUMP	E	6/07/2023	4,180.67		007259		4,180.67
	*** VENDOR TOTALS ***					1 CHECKS		4,180.67

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009276	J & M GOLF INC							
I-0672834-IN	STOCK MERCH FOR RESALE-OC	R	6/05/2023	379.40		242919		
I-0673771-IN	STOCK MERCH FOR RESALE - OC	R	6/05/2023	120.08		242919		
I-0673897-IN	STOCK MERCH FOR RESALE-OC	R	6/05/2023	142.41		242919		641.89
	*** VENDOR TOTALS ***					1 CHECKS		641.89
007827	JEO CONSULTING GROUP INC							
I-200170.01 #21	PAY 21-SE 3RD ST IMP -PH1	E	6/07/2023	3,133.75		007251		
I-200170.02 #11	PAY 11-SE 3RD ST IMP - PH2	E	6/07/2023	4,112.50		007251		
I-222064 #2	PAY 2-TRANSPORTATION MSTR PLN	E	6/07/2023	30,194.39		007251		37,440.64
	*** VENDOR TOTALS ***					1 CHECKS		37,440.64
009226	CHAD JOCHEMS							
I-05/2023 SHOES	05/2023 SHOE REIMBURSEMENT	E	6/07/2023	140.00		007260		
I-05/2023 TUITION	SPRING 2023 TUITION REIMBRSMNT	E	6/07/2023	1,158.00		007260		1,298.00
	*** VENDOR TOTALS ***					1 CHECKS		1,298.00
000693	KBC, INC							
I-7142808	TOOLS-PKS MNT	E	6/07/2023	1,953.35		007208		1,953.35
	*** VENDOR TOTALS ***					1 CHECKS		1,953.35
000292	KARL CHEVROLET INC							
I-CVCB912609	UNIT 87 REPAIRS	R	6/05/2023	4,539.01		242920		4,539.01
	*** VENDOR TOTALS ***					1 CHECKS		4,539.01
000065	RENEWABLE ENERGY GROUP INC							
I-572020	5/05/23 87E10/DIESEL DYED	E	6/07/2023	18,575.37		007193		
I-572156	5/10/23 UNLEADED87/DIESEL DYED	E	6/07/2023	2,562.65		007193		
I-572183	5/15/23 87E10/DIESEL DYED	E	6/07/2023	20,133.84		007193		
I-572322	5/22/23 DIESEL DYED/87E10	E	6/07/2023	20,157.96		007193		
I-96642	5/09/23 DIESEL DYED	E	6/07/2023	415.40		007193		
I-96643	5/09/23 DIESEL DYED	E	6/07/2023	666.90		007193		62,512.12
	*** VENDOR TOTALS ***					1 CHECKS		62,512.12
011489	KWP, LLC							
I-18630	LAT/WOOD STAKE - ENGINEERING	E	6/07/2023	924.00		007275		924.00
	*** VENDOR TOTALS ***					1 CHECKS		924.00
000908	KIRKHAM MICHAEL & ASSOCIATES I							
I-92796 #9	PAY 9-WESTWINDS STRM SWR EXT	E	6/07/2023	1,207.50		007211		1,207.50
	*** VENDOR TOTALS ***					1 CHECKS		1,207.50
005189	KULLY SUPPLY INC							
I-608554	TOILET MODULE - PD	E	6/07/2023	187.57		007236		
I-612170	VOLLEYBALL FOOT WASH -HWKY	E	6/07/2023	92.17		007236		279.74
	*** VENDOR TOTALS ***					1 CHECKS		279.74

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011406	LATITUDE 41 LAWN AND LANDSCAPE							
I-8418	NUISANCE MOWING SVCS	E	6/07/2023	90.00		007299		90.00
	*** VENDOR TOTALS ***					1 CHECKS		90.00
002368	LAWSON PRODUCTS INC							
I-9310587329	SHOP SUPPLIES - CG	E	6/07/2023	303.25		007219		303.25
	*** VENDOR TOTALS ***					1 CHECKS		303.25
011774	LEVELWEAR INC							
I-423342-S1	STOCK MERCH FOR RESALE - OC	E	6/07/2023	914.08		007280		
I-425416-S1	MERCH FOR RESALE - OC	E	6/07/2023	2,621.11		007280		3,535.19
	*** VENDOR TOTALS ***					1 CHECKS		3,535.19
009118	LTR INTERMEDIATE HOLDINGS, INC							
I-2496966	TIRE RECYCLING - CG	R	6/05/2023	832.00		242921		832.00
	*** VENDOR TOTALS ***					1 CHECKS		832.00
009618	LIBRARY IDEAS, LLC							
I-98728	MISC BOOKS -KL	R	6/05/2023	845.76		242922		
I-98862	MISC BOOKS -KL	R	6/05/2023	258.48		242922		1,104.24
	*** VENDOR TOTALS ***					1 CHECKS		1,104.24
000285	LUBE-TECH & PARTNERS LLC							
I-3201107	LT ENDURANCE - CG	E	6/07/2023	184.00		007201		
I-3201249	WINDSHIELD WASH - CG	E	6/07/2023	156.45		007201		340.45
	*** VENDOR TOTALS ***					1 CHECKS		340.45
000470	LUMEN							
I-640640909	5/12/2023 STATEMENT	E	6/07/2023	690.21		007203		690.21
	*** VENDOR TOTALS ***					1 CHECKS		690.21
009473	MACQUEEN EQUIPMENT, LLC							
I-P17478	UNIT #664 PARTS	R	6/05/2023	136.87		242923		136.87
	*** VENDOR TOTALS ***					1 CHECKS		136.87
002207	MANATTS INC							
I-5094380	4/18/23 C4WR C20 CL3	E	6/07/2023	1,036.00		007217		
I-5094662	4/19/23 C4WR C20 CL3	E	6/07/2023	1,184.00		007217		
I-5095267	4/25/23 C4WR C20 CL3	E	6/07/2023	888.00		007217		
I-5095440	4/26/23 C4WR C20 CL3	E	6/07/2023	1,406.00		007217		
I-5095534	4/27/23 C4WR C20 CL3	E	6/07/2023	888.00		007217		
I-5095841	4/28/23 C-4WR-C20	E	6/07/2023	504.00		007217		
I-5095996	5/01/23 C4WR C20 CL3	E	6/07/2023	1,554.00		007217		
I-5096390	5/3/23 C4WR C20 CL3	E	6/07/2023	1,258.00		007217		
I-5096738	5/5/23 C4WR C20 CL3	E	6/07/2023	1,554.00		007217		
I-5097021	5/8/23 C4WR C20 CL3	E	6/07/2023	1,305.00		007217		
I-5097345	5/10/23 C4WR C20 CL3	E	6/07/2023	1,232.50		007217		
I-5097719	5/12/23 C-4WR-C20	E	6/07/2023	1,015.00		007217		

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I-5097741	5/12/23 M4 NO ASH	E	6/07/2023	690.00		007217		
I-5097852	5/15/23 100PSI K CRETE	E	6/07/2023	630.00		007217		
I-5098155	5/17/23 M-4 NO ASH	E	6/07/2023	990.00		007217		16,134.50
*** VENDOR TOTALS ***						1 CHECKS		16,134.50
008131	MARTIN BROTHERS DISTRIBUTING C							
I-1001257	FOOD FOR RESALE-HAWKEYE	E	6/07/2023	52.28		007253		
I-1010111	FOOD FOR RESALE - CFAC	E	6/07/2023	4,794.80		007253		
I-9989607	FOOD FOR RESALE -HAWKEYE	E	6/07/2023	677.68		007253		5,524.76
*** VENDOR TOTALS ***						1 CHECKS		5,524.76
009346	MARY'S CLEANING CARE INC							
I-32403	MAY CLEANINGS -LAKESIDE CNTR	R	6/05/2023	900.00		242924		
I-32404	MAY CLEANINGS -OEC	R	6/05/2023	475.00		242924		
I-32439	MAY CLEANING - CH	R	6/05/2023	829.00		242924		
I-32441	05/2023 CLEANINGS - KL	R	6/05/2023	7,845.00		242924		
I-32443	MAY CLEANING - PD	R	6/05/2023	2,889.00		242924		
I-32444	MAY CLEANINGS - ACC	R	6/05/2023	1,645.00		242924		
I-32445	MAY CLEANING - MAINT FAC	R	6/05/2023	175.00		242924		14,758.00
*** VENDOR TOTALS ***						1 CHECKS		14,758.00
001864	MEDIX OCCUPATIONAL HEALTH SERV							
I-26445	APR 2023 SERVICES	E	6/07/2023	4,768.62		007213		4,768.62
*** VENDOR TOTALS ***						1 CHECKS		4,768.62
004747	MENARDS							
C-85979	CR: ACCESS PORT BRUSH	R	6/05/2023	16.99CR		242925		
I-84417	DRILLBITS - TRAFFIC	R	6/05/2023	43.15		242925		
I-85019	HDMI/TV MOUNT/GROMMET-FD	R	6/05/2023	82.76		242925		
I-85024	KNIFE/GLOVES/BRUSH/TWL/WTR-MU	R	6/05/2023	58.74		242925		
I-85141 4/24/23	WATER MAINT SUPPLIES - MU	R	6/05/2023	107.18		242925		
I-85181	CONCRETE/LUMBER/CONDUIT-MU	R	6/05/2023	56.47		242925		
I-85216	PVC BUSHING - MU	R	6/05/2023	12.54		242925		
I-85271	PIPE WRENCH/BATTERIES - TRFC	R	6/05/2023	118.96		242925		
I-85361	DRILL BIT - TRAFFIC	R	6/05/2023	31.99		242925		
I-85372	PHOTOCELL/BATTERY - PRAC	R	6/05/2023	16.78		242925		
I-85387	CHILLED WATER REPAIR -PKS	R	6/05/2023	81.95		242925		
I-85497	BUILDING/SAFETY SUPPLIES - MU	R	6/05/2023	315.96		242925		
I-85499	BRASS PLUG - CFAC	R	6/05/2023	11.98		242925		
I-85547	BATTERIES - PK MNT	R	6/05/2023	10.97		242925		
I-85558	SPRAYER/DRIVER/DEF - MU	R	6/05/2023	52.88		242925		
I-85580	DIM LED -KL	R	6/05/2023	13.98		242925		
I-85610	SQUEEGEE/MOP/HAMMER - PRSC	R	6/05/2023	118.80		242925		
I-85621	ORING/CARTRIDGE - PRAC	R	6/05/2023	28.77		242925		
I-85676	FUEL/GAS CAN - FD	R	6/05/2023	114.91		242925		
I-85687	CHARCOAL /BLK DSGNR - KL	R	6/05/2023	77.80		242925		
I-85717	HANGER/CNCTR/ROD-CFAC	R	6/05/2023	9.26		242925		
I-85728	HOSE/SEALANT/FUEL - FD	R	6/05/2023	60.47		242925		

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I-85863	PAINT MIX STICK/TRIM/LNR-PD	R	6/05/2023	9.03		242925		
I-85865	BAND SHELL MULCH	R	6/05/2023	119.60		242925		
I-85872	PAINT/GFCI TESTER - CD	R	6/05/2023	186.93		242925		
I-85907	WASHERS - CG	R	6/05/2023	3.84		242925		
I-85916	WIRE CUP BRUSH/TENSION PN-PRAC	R	6/05/2023	8.44		242925		
I-85941	FUEL PREMIX - FD	R	6/05/2023	143.88		242925		
I-85963	SPRAYER/KNEEPADS - STREETS	R	6/05/2023	36.36		242925		
I-85971	PORT BRUSH/HANDY BOX - FD	R	6/05/2023	19.53		242925		
I-85972	TXT BUSH PVC/TEFLON-CFAC	R	6/05/2023	19.43		242925		
I-85980	PIPE PLUGS - MU	R	6/05/2023	22.63		242925		
I-85981	OUTLETS -MIRACLE PARK	R	6/05/2023	60.83		242925		
I-85986	BATTERIES/COUPLER - TRFC	R	6/05/2023	37.54		242925		
I-86023	BITS/SCRWDRVR - CG	R	6/05/2023	8.95		242925		
I-86026	DIAMOND VALVE SHORT STEM-PD	R	6/05/2023	33.99		242925		
I-86043	BOX/GFCI/PLATE - KL	R	6/05/2023	51.50		242925		
I-86178 5/14/23	BROOM/LIGHTERS/NOZZLE-FD	R	6/05/2023	41.81		242925		
I-86196	CHAIR PADS - ACC	R	6/05/2023	28.93		242925		
I-86234	COB FIXT - PW	R	6/05/2023	75.98		242925		
I-86238	SOCKET EXTENDER - PW	R	6/05/2023	6.58		242925		
I-86283	COFFEE -PKS	R	6/05/2023	19.94		242925		
I-86284	HDL CARTRIDGE - PW	R	6/05/2023	39.99		242925		
I-86286	PREMIX/HOSE - FD	R	6/05/2023	136.25		242925		
I-86292	TAPE - PD	R	6/05/2023	22.99		242925		
I-86328	PREMIXED MORTAR - FD	R	6/05/2023	8.99		242925		
I-86339	TILE REPAIR SUPS/LTS - FS1	R	6/05/2023	19.10		242925		
I-86350	PAIL LINERS/BRUSH SET- FD	R	6/05/2023	27.74		242925		
I-86392	PERM MNTNG TAPE - PD	R	6/05/2023	4.49		242925		
I-86397	4100K T12 DCW - PD	R	6/05/2023	12.47		242925		
I-86401 05/11/23	FAUCET- PD	R	6/05/2023	69.00		242925		
I-86412	BATTERIES - KL	R	6/05/2023	34.95		242925		
I-86454	ELECTAPE/BRKR/JAR - PRAC	R	6/05/2023	120.46		242925		
I-86468	VALVE STEM KEY - FD	R	6/05/2023	9.58		242925		2,851.04
*** VENDOR TOTALS ***						1 CHECKS		2,851.04
007664	MERCY NORTH PHARMACY							
I-3/17/2023	EMS PHARMACY - FD	R	6/05/2023	532.57		242927		
I-4/18/2023	EMS PHARMACY - FD	R	6/05/2023	414.00		242927		
I-4/7/2023	EMS PHARMACY - FD	R	6/05/2023	276.96		242927		1,223.53
*** VENDOR TOTALS ***						1 CHECKS		1,223.53
001931	METRO WASTE AUTHORITY							
I-70023033	04/2023 MONTHLY CURB-IT FEES	E	6/07/2023	98,595.36		007214		98,595.36
*** VENDOR TOTALS ***						1 CHECKS		98,595.36

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004447	RYAN MEYER							
I-02/23-05/23	MILEGE 02/23-05/23 MILEAGE	E	6/07/2023	87.18		007230		87.18
	*** VENDOR TOTALS ***					1 CHECKS		87.18
003479	MID IOWA PETROLEUM EQUIPMENT L							
I-5012	FUELING STATION TANK COVE	E	6/07/2023	1,428.14		007228		1,428.14
	*** VENDOR TOTALS ***					1 CHECKS		1,428.14
004772	MID-IOWA SOLID WASTE EQUIPMENT							
I-58609	JET HOSE - MU	E	6/07/2023	2,548.00		007234		2,548.00
	*** VENDOR TOTALS ***					1 CHECKS		2,548.00
000271	MIDAMERICAN ENERGY COMPANY							
I-539039505	5/02/23 STATEMENT	E	6/07/2023	4.00		007200		
I-FY23#12 1695158009	5/12/2023 STATEMENT	E	6/07/2023	94,330.06		007200		94,334.06
	*** VENDOR TOTALS ***					1 CHECKS		94,334.06
008616	MIDAMERICAN ENERGY COMPANY							
I-WMIS #2948839	STREETLIGHT INSTALL	R	6/05/2023	166,854.13		242928		166,854.13
	*** VENDOR TOTALS ***					1 CHECKS		166,854.13
008058	CTB MIDWEST INC							
I-1828184 RI	UNIT #855 SUPPLIES	E	6/07/2023	19.29		007252		19.29
	*** VENDOR TOTALS ***					1 CHECKS		19.29
011571	MIDWEST PLAYSCAPES INC							
I-10086	PLAYGROUND PARTS - PK MNT	R	6/05/2023	508.12		242929		508.12
	*** VENDOR TOTALS ***					1 CHECKS		508.12
001019	KORY J MILLER							
I-05/2023 MEAL	05/2023 MEAL REIMBURSEMENT	R	6/05/2023	16.40		242930		16.40
	*** VENDOR TOTALS ***					1 CHECKS		16.40
1	ANTHONY, JULIE & TOD							
I-000202305319897	US REFUND	R	6/05/2023	33.83		242790		33.83
1	BIBLER, ZACH							
I-000202305319901	US REFUND	R	6/05/2023	100.00		242791		100.00
1	BRAINARD, REBEKAH							
I-000202305319874	US REFUND	R	6/05/2023	38.93		242792		38.93
1	BRECKLING, ERICA							
I-000202305319880	US REFUND	R	6/05/2023	97.35		242793		97.35

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			DATE			NO	STATUS	AMOUNT
1	BRITTAIN ELECTRIC IN							
I-000202305319885	US REFUND	R	6/05/2023	100.00		242794		100.00
1	CAMERON, TRACIE							
I-000202305319877	US REFUND	R	6/05/2023	257.17		242795		257.17
1	CHANDLER, OLIVIA							
I-000202305319884	US REFUND	R	6/05/2023	44.83		242796		44.83
1	DAMAGED DEVICE REPAI							
I-000202305319912	US REFUND	R	6/05/2023	100.00		242797		100.00
1	DOLEZAL, BREANNNA							
I-000202305319903	US REFUND	R	6/05/2023	47.55		242798		47.55
1	ERIKSON, AMY							
I-000202305319871	US REFUND	R	6/05/2023	59.15		242799		59.15
1	EVANS, JOLYNN							
I-000202305319905	US REFUND	R	6/05/2023	29.03		242800		29.03
1	FERGUSON, TERESA							
I-000202305319904	US REFUND	R	6/05/2023	17.75		242801		17.75
1	FOOT & ANKLE CENTER							
I-000202305319873	US REFUND	R	6/05/2023	48.80		242802		48.80
1	GALDI, ERIC							
I-000202305319899	US REFUND	R	6/05/2023	94.72		242803		94.72
1	GATZKE, CONNOR							
I-000202305319906	US REFUND	R	6/05/2023	96.48		242804		96.48
1	GENESER, RONDA							
I-000202305319896	US REFUND	R	6/05/2023	100.00		242805		100.00
1	GREINER, NICK							
I-000202305319913	US REFUND	R	6/05/2023	34.20		242806		34.20
1	GUILLAUME, NOAH							
I-000202305319888	US REFUND	R	6/05/2023	42.26		242807		42.26
1	HAMMERLE, THEODORE							
I-000202305319891	US REFUND	R	6/05/2023	64.36		242808		64.36

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			DATE			NO	STATUS	AMOUNT
1	HANDSAKER, SYDNEY							
I-000202305319898	US REFUND	R	6/05/2023	94.72		242809		94.72
1	HUNT, CORY							
I-000202305319892	US REFUND	R	6/05/2023	59.81		242810		59.81
1	IES COMMUNICATIONS							
I-000202305319876	US REFUND	R	6/05/2023	59.44		242811		59.44
1	JOHNS, RONETTE							
I-000202305319911	US REFUND	R	6/05/2023	100.00		242812		100.00
1	JOHNSON, ALEXANDRA							
I-000202305319886	US REFUND	R	6/05/2023	192.06		242813		192.06
1	JOHNSON, ALYSSA							
I-000202305319894	US REFUND	R	6/05/2023	98.67		242814		98.67
1	KINNEY, SCOTT							
I-000202305319902	US REFUND	R	6/05/2023	16.03		242815		16.03
1	KUBLE, MEGAN							
I-000202305319890	US REFUND	R	6/05/2023	100.00		242816		100.00
1	LETSCHKE, KAELEE							
I-000202305319900	US REFUND	R	6/05/2023	55.83		242817		55.83
1	MARDOCK, JAMES							
I-000202305319909	US REFUND	R	6/05/2023	20.37		242818		20.37
1	MATHEWS, HAYLEY & AL							
I-000202305319881	US REFUND	R	6/05/2023	54.16		242819		54.16
1	MULBROOK, RICHARD							
I-000202305319887	US REFUND	R	6/05/2023	94.72		242820		94.72
1	NEUBAUER, EMILY							
I-000202305319910	US REFUND	R	6/05/2023	98.67		242821		98.67
1	NICOLAS, JACOB							
I-000202305319883	US REFUND	R	6/05/2023	55.78		242822		55.78
1	NISSSEN, PAT & GALAN							
I-000202305319870	US REFUND	R	6/05/2023	48.88		242823		48.88

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1	OLSON, NOAH							
I-000202305319893	US REFUND	R	6/05/2023	51.09		242824		51.09
1	PRINGNITZ, JOSEPH							
I-000202305319889	US REFUND	R	6/05/2023	61.13		242825		61.13
1	ROBINSON, LEAH							
I-000202305319916	US REFUND	R	6/05/2023	99.69		242826		99.69
1	ROSTOMILY, COHLE							
I-000202305319882	US REFUND	R	6/05/2023	21.54		242827		21.54
1	RUSSELL, SHARMIE							
I-000202305319879	US REFUND	R	6/05/2023	55.49		242828		55.49
1	SHER, PEYTON							
I-000202305319908	US REFUND	R	6/05/2023	56.81		242829		56.81
1	STANTON, JONATHAN							
I-000202305319915	US REFUND	R	6/05/2023	94.72		242830		94.72
1	STURGEON, DEAN & JES							
I-000202305319869	US REFUND	R	6/05/2023	50.19		242831		50.19
1	SUMMERS, DONALD & KA							
I-000202305319895	US REFUND	R	6/05/2023	49.42		242832		49.42
1	TEKESTE, ASHENAFI							
I-000202305319907	US REFUND	R	6/05/2023	90.45		242833		90.45
1	THOMAS, JOSHUA							
I-000202305319878	US REFUND	R	6/05/2023	50.19		242834		50.19
1	TK NAIL							
I-000202305319875	US REFUND	R	6/05/2023	86.39		242835		86.39
1	VOYEK, CHERYL							
I-000202305319914	US REFUND	R	6/05/2023	96.04		242836		96.04
1	WESSELS, MICHAEL							
I-000202305319872	US REFUND	R	6/05/2023	59.74		242837		59.74
*** VENDOR TOTALS ***						48 CHECKS		3,478.44

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000301	MOECKLY FABRICATIONS CO							
I-10352	SHADE REPAIR - CFAC	R	6/05/2023	300.00		242931		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
007700	CARLA MOORE							
I-04/23-05/23SFTY	SFTY VEST/BOOT REIMBSMNT	E	6/07/2023	203.59		007292		203.59
	*** VENDOR TOTALS ***					1 CHECKS		203.59
000391	MOST DEPENDABLE FOUNTAINS							
I-INV72660	CHERRY GLEN BOTTLE FILL	R	6/05/2023	5,695.00		242932		5,695.00
	*** VENDOR TOTALS ***					1 CHECKS		5,695.00
006447	MSA PROFESSIONAL SERVICES INC							
I-R09085056.0-4	PAY 4-UPTOWN PARKING IMP	R	6/05/2023	14,875.00		242933		14,875.00
	*** VENDOR TOTALS ***					1 CHECKS		14,875.00
006756	MTI DISTRIBUTING INC							
I-1384466-00	UNIT #861 PARTS	R	6/05/2023	34.54		242934		34.54
	*** VENDOR TOTALS ***					1 CHECKS		34.54
010193	MTS CONTRACTING INC							
I-22-4527 REISSUE	TUCK POINT REPAIR - MU	E	6/07/2023	30,488.00		007270		
I-23-4750	PRAC SLIDE TOWER	E	6/07/2023	24,550.00		007270		55,038.00
	*** VENDOR TOTALS ***					1 CHECKS		55,038.00
000350	MUNICIPAL SUPPLY INC							
I-0869290-IN A	DISTRIBUTION PARTS - MU	R	6/05/2023	886.90		242935		
I-0869290-IN B	DISTRIBUTION SUPPLIES - MU	R	6/05/2023	742.50		242935		
I-0869532-IN	METERS - MU	R	6/05/2023	62,755.00		242935		
I-0869532-IN A	METERS - MU	R	6/05/2023	11,645.00		242935		
I-0869971-IN	DISTRIBUTION PARTS - MU	R	6/05/2023	1,891.60		242935		
I-0869972-IN	METERS - MU	R	6/05/2023	42,350.00		242935		
I-0870300-IN	DISTRIBUTION SUPPLIES - MU	R	6/05/2023	1,788.25		242935		
I-0871013-IN	STREET MAINT SUPPLIES	R	6/05/2023	356.25		242935		122,415.50
	*** VENDOR TOTALS ***					1 CHECKS		122,415.50
000510	MUSCO SPORTS LIGHTING INC							
I-PAY 2-CHRYGLNBALL	PAY 2-CHERRY GLEN BALLFIELD	E	6/07/2023	181,440.80		007204		181,440.80
	*** VENDOR TOTALS ***					1 CHECKS		181,440.80
011811	JESSE RICK							
I-1037	FOOD FOR RESALE-AQUATICS	E	6/07/2023	3,840.00		007283		3,840.00
	*** VENDOR TOTALS ***					1 CHECKS		3,840.00

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003057	NAPA AUTO PARTS							
	C-2986-711714		CR: #231 CORE DEPOSIT	R 6/05/2023	77.00CR	242936		
	C-2986-712687		CR: VBELT -PRSC	R 6/05/2023	1.77CR	242936		
	C-2986-713066		CR: UNIT #109 BRAKE ROTOR	R 6/05/2023	152.00CR	242936		
	C-2986-713081		CR: DRAIN PLUG	R 6/05/2023	10.98CR	242936		
	I-2986-711486		FUEL CAP - MU	R 6/05/2023	21.99	242936		
	I-2986-711536		UNIT #238 CIRCUIT BREAKER	R 6/05/2023	25.68	242936		
	I-2986-711736		OIL/DRAIN PAN/FUNNEL - FD	R 6/05/2023	25.17	242936		
	I-2986-711886		UNIT #801 VALMAXLIFEW305QT	R 6/05/2023	77.98	242936		
	I-2986-711972		BLADES - CG	R 6/05/2023	69.48	242936		
	I-2986-711992		#270 #268 CONNECTOR	R 6/05/2023	25.08	242936		
	I-2986-711998		DRILL BIT - CG	R 6/05/2023	9.84	242936		
	I-2986-712009		UNIT #99 BRK PAD/ROTORS	R 6/05/2023	259.65	242936		
	I-2986-712082		UNIT #412 BEAM	R 6/05/2023	38.88	242936		
	I-2986-712150		OIL/AIR FILTERS - CG	R 6/05/2023	131.42	242936		
	I-2986-712223		UNIT #220 ALTERNATOR	R 6/05/2023	262.11	242936		
	I-2986-712249		FILTER - CG	R 6/05/2023	162.70	242936		
	I-2986-712352		PARTS - FD	R 6/05/2023	15.97	242936		
	I-2986-712378		UNIT #118 DRAIN PLUG	R 6/05/2023	10.98	242936		
	I-2986-712389		UNIT #118 DRAIN PLUG/GSKT	R 6/05/2023	5.78	242936		
	I-2986-712405		UNIT #228 FUSE HOLDER	R 6/05/2023	15.98	242936		
	I-2986-712466		OIL/AIR FILTERS - CG	R 6/05/2023	108.00	242936		
	I-2986-712502		DUST MASK - CG	R 6/05/2023	7.99	242936		
	I-2986-712583		UNIT #92 ROTOR/BRK PAD	R 6/05/2023	223.10	242936		
	I-2986-712588		UNIT #92 ROTORS	R 6/05/2023	161.76	242936		
	I-2986-712629		V-BELT PRSC	R 6/05/2023	21.74	242936		
	I-2986-712760		UNIT #84 BRAKE PAD	R 6/05/2023	92.30	242936		
	I-2986-712799		UNIT 867/824/828 OIL FLTRS-OCM	R 6/05/2023	12.78	242936		
	I-2986-712800		OIL- OCM	R 6/05/2023	1,479.98	242936		
	I-2986-712965		GRS CARTR - OCM	R 6/05/2023	57.50	242936		
	I-2986-713034		UNIT #109 PARTS	R 6/05/2023	279.43	242936		
	I-2986-713056		IMPACT SOCKET - CG	R 6/05/2023	6.12	242936		
	I-2986-713057		BITS - CG	R 6/05/2023	9.99	242936		
	I-2986-713111		AIR FILTER - CG	R 6/05/2023	78.21	242936		
	I-2986-713115		UNIT #925 SPLASH GUARD	R 6/05/2023	59.16	242936		
	I-2986-713130		NITRILE GLOVES - CG	R 6/05/2023	31.98	242936		
	I-2986-713182		VEHICLE PARTS - MU	R 6/05/2023	375.98	242936		
	I-2986-713227		UNIT #906 THERMOSTAT	R 6/05/2023	45.99	242936		
	I-2986-713228		UNIT #923 RADIATOR	R 6/05/2023	207.63	242936		4,176.58
			*** VENDOR TOTALS ***			1 CHECKS		4,176.58
011751	CHARLES L HARRIS							
	I-06/08/2023 BEATS		FY23 BEATS & EATS 6/8	R 6/05/2023	1,500.00	242938		1,500.00
			*** VENDOR TOTALS ***			1 CHECKS		1,500.00

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003164	NILLES ASSOCIATES INC							
I-22017.03 #3	PAY 3-CRSTMR SAN SWR RPLCMNT	E	6/07/2023	10,840.00		007225		
I-23006.01	ENGINEERING SVCS-CRKSIDE	E	6/07/2023	7,665.00		007225		18,505.00
	*** VENDOR TOTALS ***					1 CHECKS		18,505.00
009284	JERRY'S TRANSMISSION SERVICE I							
I-0040737	HEAT SOLENOID - AMBULANCES	E	6/07/2023	97.00		007262		
I-0041067	UNIT #117 PARTS	E	6/07/2023	176.51		007262		273.51
	*** VENDOR TOTALS ***					1 CHECKS		273.51
000837	O'REILLY AUTOMOTIVE INC							
I-0295-339408	WIPER BLADES - PD	E	6/07/2023	54.92		007209		
I-0295-340976	UNIT #922 COOLANT HOSE	E	6/07/2023	36.21		007209		91.13
	*** VENDOR TOTALS ***					1 CHECKS		91.13
003727	ODP BUSINESS SOLUTIONS, LLC							
I-307189769001	COFFEE/CUPS/PINS/PEN/NOTES-PSB	R	6/05/2023	170.32		242939		
I-308415773001	POSTITS/TAPE/PAPER-KL	R	6/05/2023	216.54		242939		
I-310334394001	BUILDING SUPPLIES - CH	R	6/05/2023	159.89		242939		
I-311826749001	PENS/FORK/NAPKIN/TAPE-CH	R	6/05/2023	57.46		242939		
I-311874895001	PENS/ENVELOPES - PD	R	6/05/2023	58.40		242939		
I-311915215001	BADGE/BINDER/MARKER - PD	R	6/05/2023	56.84		242939		
I-311997308001	ENVELOPES - ENGINEERING	R	6/05/2023	50.94		242939		
I-312042323001	COLORLED FILE FOLDERS - CM	R	6/05/2023	52.61		242939		
I-312604583001	OFFICE SUPPLIES - PSB	R	6/05/2023	80.78		242939		
I-313167609001	SPOON/PLATE/PAPER/PENS-CH	R	6/05/2023	94.48		242939		998.26
	*** VENDOR TOTALS ***					1 CHECKS		998.26
008777	OPN ARCHITECTS							
I-23806000-1	2023 SPACE NEEDS STUDY	R	6/05/2023	2,162.05		242940		
I-23806000-2	2023 SPACE NEEDS STUDY	R	6/05/2023	10,619.70		242940		12,781.75
	*** VENDOR TOTALS ***					1 CHECKS		12,781.75
011804	ORNING GLASS COMPANY							
I-55489	DOOR REPAIRS -ACC	E	6/07/2023	715.62		007282		715.62
	*** VENDOR TOTALS ***					1 CHECKS		715.62
009949	TAMMY MICHELLE PAGE							
I-613	UNIFORM ALTERATIONS - PD	R	6/05/2023	160.00		242941		160.00
	*** VENDOR TOTALS ***					1 CHECKS		160.00
000699	THE PENWORTHY COMPANY							
I-0590616-IN	MISC BOOKS - KL	R	6/05/2023	981.72		242942		981.72
	*** VENDOR TOTALS ***					1 CHECKS		981.72

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002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-47162951	BEVERAGES FOR RESALE-CFAC	E	6/07/2023	204.12		007222		
I-47162952	BEVERAGES FOR RESALE-PRAC	E	6/07/2023	102.06		007222		
I-48404258	BEVERAGES FOR RESALE-OC	E	6/07/2023	504.93		007222		
I-50381206	BEVERAGES FOR RESALE - OC	E	6/07/2023	887.78		007222		
I-52017655	BEVERAGES FOR RESALE-HAWKEYE	E	6/07/2023	539.48		007222		
I-75161844	BEVERAGES FOR RESALE-OC	E	6/07/2023	578.72		007222		2,817.09
	*** VENDOR TOTALS ***					1 CHECKS		2,817.09
009158	PERFORMANCE FOODSERVICE - THOM							
C-7235715	CR: FOOD FOR RESALE - OC	R	6/05/2023	43.13CR		242943		
I-7271412	FOOD FOR RESALE-OC	R	6/05/2023	521.02		242943		
I-7274983	FOOD & BEVERAGE RESALE-OC	R	6/05/2023	1,351.16		242943		
I-7281347	FOOD & BEVERAGE RESALE-OC	R	6/05/2023	1,241.09		242943		
I-7284003A	FOOD FOR RESALE	R	6/05/2023	1,246.21		242943		
I-7284003B	FOOD & BEVERAGE RESALE-OC	R	6/05/2023	499.40		242943		4,815.75
	*** VENDOR TOTALS ***					1 CHECKS		4,815.75
005873	PFM FINANCIAL ADVISORS LLC							
I-124989	WATER REV SRFLCN SERIES 2023C	R	6/05/2023	16,106.00		242944		16,106.00
	*** VENDOR TOTALS ***					1 CHECKS		16,106.00
004223	PGA OF AMERICA							
I-03612199 FY23	FY23 MEMBER DUES-INGHAM	R	6/05/2023	538.75		242945		538.75
	*** VENDOR TOTALS ***					1 CHECKS		538.75
002648	PIONEER MANUFACTURING COM							
I-INV880332	PAINT - PRSC	R	6/05/2023	6,111.00		242946		6,111.00
	*** VENDOR TOTALS ***					1 CHECKS		6,111.00
011708	PLAYAWAY PRODUCTS LLC							
I-429365	MULTIMEDIA - KL	R	6/05/2023	373.45		242947		373.45
	*** VENDOR TOTALS ***					1 CHECKS		373.45
000671	PLUMB SUPPLY COMPANY - DM							
I-8751544	HYDRANT - CFAC	R	6/05/2023	107.10		242948		
I-8761788	THERMOSTATIC MIX- PRSC	R	6/05/2023	194.56		242948		
I-8771792	PLUMBING GLUE - AC	R	6/05/2023	39.58		242948		
I-8788092	PLUG - CFAC	R	6/05/2023	2.87		242948		344.11
	*** VENDOR TOTALS ***					1 CHECKS		344.11
009386	POMP'S TIRE SERVICE, INC							
I-1400109050	UNIT #101 TIRES	E	6/07/2023	558.16		007263		
I-1400109808	FORD EXPLORER TIRES	E	6/07/2023	1,296.00		007263		1,854.16
	*** VENDOR TOTALS ***					1 CHECKS		1,854.16

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011508	LAURA PORTER							
I-05/17/23	STORMWATER BMP REIMBURSEMENT	R	6/05/2023	70.00		242949		70.00
	*** VENDOR TOTALS ***					1 CHECKS		70.00
003247	PRAIRIE AG SUPPLY INC							
I-01-146242	TIRE PLGS/TUNEUPKIT/FLTR-OCM	R	6/05/2023	63.14		242950		63.14
	*** VENDOR TOTALS ***					1 CHECKS		63.14
008128	PROGRESSIVE INSURANCE COMPANY							
I-AFD29373	PATIENT REFUND - FD	R	6/05/2023	208.60		242951		208.60
	*** VENDOR TOTALS ***					1 CHECKS		208.60
006757	QUALITY STRIPING INC							
I-8032	PAVEMENT MARKINGS-WTRBRNE	E	6/07/2023	18,940.54		007246		
I-8062	HTT/PRSC SIGNS - TRAFFIC	E	6/07/2023	860.00		007246		19,800.54
	*** VENDOR TOTALS ***					1 CHECKS		19,800.54
003538	GET SOME GUNS, LLC							
I-20-692542-0	BALLISTIC VEST - PD	R	6/05/2023	783.00		242952		
I-20-692542-1	BALLISTIC VEST - PD	R	6/05/2023	768.00		242952		
I-245218	DEFENDER PANTS - PD	R	6/05/2023	166.24		242952		1,717.24
	*** VENDOR TOTALS ***					1 CHECKS		1,717.24
003960	RDG IA INC							
I-54010 #13	PAY 13-4M CRK TRIBTRY RESTRTN	R	6/05/2023	18,638.75		242953		18,638.75
	*** VENDOR TOTALS ***					1 CHECKS		18,638.75
008509	REDBUD LLC							
I-5814	SC LANDSCAPING-PRSC	R	6/05/2023	2,205.00		242954		2,205.00
	*** VENDOR TOTALS ***					1 CHECKS		2,205.00
011822	JON RENSINK							
I-5/12/23	CHEM APP TEST REIMBURSEMENT	E	6/07/2023	40.00		007301		40.00
	*** VENDOR TOTALS ***					1 CHECKS		40.00
011824	MINDI REXROAT							
I-05/20/23 REFUND	CR: LAKSIDE CENTER REFUND	R	6/05/2023	200.00		242955		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
011438	KEIGAN REECE REYNOLDS							
I-03/08/23 BOOTS	03/2023 BOOT REIMBURSEMENT	E	6/07/2023	140.00		007300		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00

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011790	BENZARINA DESIGNS LLC							
I-3272023	LOCKER TAGS - FD	E	6/07/2023	895.50		007281		895.50
	*** VENDOR TOTALS ***					1 CHECKS		895.50
002099	GELCO SUPPLY INC							
I-78168 A	ROOT X - MU	R	6/05/2023	2,740.00		242956		
I-78168 B	ROOT X - MU	R	6/05/2023	100.00		242956		2,840.00
	*** VENDOR TOTALS ***					1 CHECKS		2,840.00
006366	ROTELLA'S ITALIAN BAKERY INC							
I-Y47739	FOOD FOR RESALE - OC	E	6/07/2023	47.50		007245		
I-Y50410	FOOD FOR RESALE -OC	E	6/07/2023	72.06		007245		
I-Y52197	FOOD FOR RESALE - OC	E	6/07/2023	70.74		007245		
I-Y54203	FOOD FOR RESALE - OC	E	6/07/2023	102.65		007245		
I-Y56585	FOOD FOR RESALE - OC	E	6/07/2023	139.12		007245		432.07
	*** VENDOR TOTALS ***					1 CHECKS		432.07
001094	LE HUNT JR ENT INC							
I-326736	SMALL DRAIN REPAIR - PRSC	R	6/05/2023	110.00		242957		110.00
	*** VENDOR TOTALS ***					1 CHECKS		110.00
001906	RW EXCAVATING SOLUTIONS LC							
I-PAY 3FNL-HWKY PND	PAY 3 FINAL - HAWKEYE POND IMP	R	6/05/2023	5,937.50		242958		5,937.50
001906	RW EXCAVATING SOLUTIONS LC							
I-RTNG-HWKPNDF3	RTNG-HWKY PK PND IMP PH3	R	6/05/2023	16,190.25		242959		16,190.25
	*** VENDOR TOTALS ***					2 CHECKS		22,127.75
005570	SANDRY FIRE SUPPLY LLC							
I-INV-028047	WAIST BELT - FD	E	6/07/2023	158.15		007240		158.15
	*** VENDOR TOTALS ***					1 CHECKS		158.15
007586	SCHOLASTIC LIBRARY PUBLISHING							
I-48808934	SUMMER BOOKS - KL	R	6/05/2023	1,408.25		242960		1,408.25
	*** VENDOR TOTALS ***					1 CHECKS		1,408.25
000425	SECRETARY OF STATE							
I-FY23 NOTARY-MW	FY23 NOTARY RENEWAL-M WILLIAMS	R	6/05/2023	30.00		242961		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
004842	THE SHERWIN-WILLIAMS CO							
I-5668-1	PAINT -FD	R	6/05/2023	41.54		242962		41.54
	*** VENDOR TOTALS ***					1 CHECKS		41.54

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008471	SHIVE-HATTERY INC							
I-4185992-32 #30	PAY 30-ANKENY SENIOR CENTER	E	6/07/2023	499.50		007254		499.50
	*** VENDOR TOTALS ***					1 CHECKS		499.50
011405	SHORT ELLIOTT HENDRICKSON INCO							
I-165980 #10	PAY 10-S ANK BLVD TRNSMSN MN	E	6/07/2023	12,090.52		007271		12,090.52
	*** VENDOR TOTALS ***					1 CHECKS		12,090.52
009560	KATHY J EVERT-KJ SIGNS LLC							
I-INV-10215	NAME PLATE VINYL - D. ADOVOR	R	6/05/2023	56.22		242963		56.22
	*** VENDOR TOTALS ***					1 CHECKS		56.22
000990	SNYDER & ASSOCIATES INC							
I-119.0290.01 #41	PAY 41-SE CROSSWINDS DR RISE	E	6/07/2023	4,229.54		007212		
I-119.0975.01B #14	PAY 14-NTHLWN UTLTY IMP PH2	E	6/07/2023	2,399.48		007212		
I-120.0315.01 #28	PAY 28-N ANK BLVD LNDSCP IMP	E	6/07/2023	8,689.21		007212		
I-120.0399.01 #29FNL	PAY 29FINAL-DEL AVE/8TH WDNG	E	6/07/2023	2,911.41		007212		
I-120.1005.01 #30	PAY 30-NW 36TH ST WDNG/ASH/ANK	E	6/07/2023	20,769.13		007212		
I-120.1005.01A-2	DESIGN SERVICES	E	6/07/2023	3,198.75		007212		
I-120.1113.01 #27	PAY 27-HTT TRNSMSN MN/DRNG	E	6/07/2023	26,947.70		007212		
I-121.0695.01 #22	PAY 22- DEL AVE RECON 5TH/18TH	E	6/07/2023	30,346.26		007212		
I-122.0224.01 #11	PAY 11-CHERRY GLEN BALLFIELD	E	6/07/2023	2,568.05		007212		
I-123.0251.01 #4	PAY 4-DEL AVE/SE 54TH SIGNAL	E	6/07/2023	22,335.65		007212		
I-123.059.01-1	NW 36TH KWIK STAR LAYOUT	E	6/07/2023	4,552.00		007212		
I-123.0680.01 #1	PAY 1-ANK BVD IMP/PET DR/1ST	E	6/07/2023	24,744.83		007212		153,692.01
	*** VENDOR TOTALS ***					1 CHECKS		153,692.01
010270	EMILY SOARES							
I-01/23-03/23FITNESS	01/23-03/23 FITNESS REIMBRSMNT	E	6/07/2023	54.00		007297		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
011605	SPLASH POOL AND SPA BUILDERS L							
I-PAY 2-PRAC RSRFCE	PAY 2-2022 PRAC RSRFCNG PRJCT	E	6/07/2023	123,080.96		007277		123,080.96
	*** VENDOR TOTALS ***					1 CHECKS		123,080.96
004989	STANARD & ASSOCIATES INC							
I-SA000054369	POLICE POST TESTS - HR	R	6/05/2023	320.00		242964		320.00
	*** VENDOR TOTALS ***					1 CHECKS		320.00
002339	STAPLES CONTRACT & COMMERCIAL							
I-3537450994	TONER CARTRIDGES - PW	R	6/05/2023	167.48		242965		
I-3537885404	NITRILE GLOVES - PD	R	6/05/2023	452.77		242965		620.25
	*** VENDOR TOTALS ***					1 CHECKS		620.25

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008350	STIVERS FORD							
I-690584/1	#69 REPAIRS	R	6/05/2023	1,005.55		242966		1,005.55
	*** VENDOR TOTALS ***					1 CHECKS		1,005.55
011816	STORYTIME PODS PTY LTD							
I-INV-2223	6/1/23-5/31/24 LOTE4KIDS SUB	E	6/07/2023	1,150.00		007285		1,150.00
	*** VENDOR TOTALS ***					1 CHECKS		1,150.00
005956	GARRON STRATTON							
I-05/03/2023 MEAL	5/03/23 MEAL REIMBURSEMENT	E	6/07/2023	28.83		007290		28.83
	*** VENDOR TOTALS ***					1 CHECKS		28.83
003339	STREICHER'S							
I-I1632622	SIX BALLISTIC VESTS - PD	R	6/05/2023	6,384.00		242967		
I-I1634609	VESTS - PD	R	6/05/2023	389.97		242967		6,773.97
	*** VENDOR TOTALS ***					1 CHECKS		6,773.97
011487	STRETCH LAWN CARE							
I-3034 5/6-5/12/23	5/6-5/12/23 SOUTH B MOWING	E	6/07/2023	5,923.86		007274		
I-3035	5/13-5/19/23 SOUTH B MOWING	E	6/07/2023	5,994.99		007274		11,918.85
	*** VENDOR TOTALS ***					1 CHECKS		11,918.85
007400	STRYKER SALES CORPORATION							
I-4148511M	TRAVEL EMS - FD	R	6/05/2023	310.00		242968		310.00
	*** VENDOR TOTALS ***					1 CHECKS		310.00
005743	SWANNIES GOLF APPAREL CO							
I-31572	MERCH FOR RESALE-OC	R	6/05/2023	2,199.48		242969		
I-32052	MERCH FOR RESALE - OC	R	6/05/2023	112.50		242969		2,311.98
	*** VENDOR TOTALS ***					1 CHECKS		2,311.98
007010	SYMBOLARTS LLC							
I-366481	AWARDS - MEDALS & PINS-PD	R	6/05/2023	1,154.50		242970		1,154.50
	*** VENDOR TOTALS ***					1 CHECKS		1,154.50
000124	SYSCO IOWA INC							
I-339085071	FOOD FOR RESALE - OC	R	6/05/2023	148.57		242971		
I-339092768	FOOD FOR RESALE - OC	R	6/05/2023	119.84		242971		
I-339098269	FOOD FOR RESALE - OC	R	6/05/2023	568.42		242971		
I-339100276	FOOD FOR RESALE -OC	R	6/05/2023	681.04		242971		1,517.87
	*** VENDOR TOTALS ***					1 CHECKS		1,517.87
010068	T-MOBILE USA INC							
I-5/21/2023	4/21/23-5/20/23 STATEMENT	R	6/05/2023	971.39		242972		971.39
	*** VENDOR TOTALS ***					1 CHECKS		971.39

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009540	TELEFLEX LLC							
I-9506946094	EMS SUPPLIES - FD	E	6/07/2023	562.50		007267		562.50
	*** VENDOR TOTALS ***					1 CHECKS		562.50
011608	THE HOME DEPOT PRO							
I-740891858	TOILET TANK -MIRACLE PARK	R	6/05/2023	60.34		242973		
I-741239040	CASTORS/PARTS PICKLE BALL	R	6/05/2023	276.54		242973		336.88
	*** VENDOR TOTALS ***					1 CHECKS		336.88
011748	PATRICK L CURTIS							
I-06/15/2023 BEATS	FY23 BEATS & EATS 6/15	R	6/05/2023	1,000.00		242974		1,000.00
	*** VENDOR TOTALS ***					1 CHECKS		1,000.00
006031	KATIE THIELMAN							
I-04/2023 MILEAGE	4/3/23-4/27/23 MILEAGE	E	6/07/2023	65.83		007243		65.83
	*** VENDOR TOTALS ***					1 CHECKS		65.83
006441	TITAN MACHINERY INC							
I-18363066 GP	UNIT #934 PROXIMITY SWITCH	R	6/05/2023	162.00		242975		162.00
	*** VENDOR TOTALS ***					1 CHECKS		162.00
003194	TNT LANDSCAPING & NURSERY							
I-77578	FACILITIES LANDSCAPING	R	6/05/2023	9,730.00		242976		9,730.00
	*** VENDOR TOTALS ***					1 CHECKS		9,730.00
010114	TODD'S PLUMBING HEATING & COOL							
I-3286	PLUMBING SERVICE - PRSC	R	6/05/2023	131.25		242977		131.25
	*** VENDOR TOTALS ***					1 CHECKS		131.25
006225	TOUR EDGE GOLF MFG INC							
I-IN-01637326	MERCH FOR RESALE - OC	R	6/05/2023	312.50		242978		312.50
	*** VENDOR TOTALS ***					1 CHECKS		312.50
004159	TOYNE INC							
I-IN0016153	WINDOW REGULATOR - FD	R	6/05/2023	134.91		242979		134.91
	*** VENDOR TOTALS ***					1 CHECKS		134.91
006765	TRAFFIC CONTROL CORPORATION							
I-143503	POWER CORDS - TRAFFIC	E	6/07/2023	840.00		007247		840.00
	*** VENDOR TOTALS ***					1 CHECKS		840.00
011455	TRIVISTA COMPANIES INC							
I-XA100001325:01	UNIT #251 PARTS	R	6/05/2023	847.63		242980		847.63
	*** VENDOR TOTALS ***					1 CHECKS		847.63

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010088	TRUCK CENTER COMPANIES EAST LL							
I-XA301332941:01	UNIT #220 PARTS	E	6/07/2023	744.76		007269		
I-XA301333169:01	UNIT #220 PARTS	E	6/07/2023	218.02		007269		
I-XA301333238:01	UNIT #220 PARTS	E	6/07/2023	45.98		007269		1,008.76
	*** VENDOR TOTALS ***					1 CHECKS		1,008.76
003278	DAVIS EQUIPMENT CORPORATION							
C-JC11076	CR: SPACER/ROLLER -OCM	E	6/07/2023	198.76CR		007227		
I-JI79736	BEARING/SPINDLE UNIT 855	E	6/07/2023	143.20		007227		
I-WI17541	DECODER SWI - OCM	E	6/07/2023	187.50		007227		
I-WI17633	DECODER-OCM	E	6/07/2023	93.75		007227		
I-WI17679	WIRE CONNECT-OCM	E	6/07/2023	364.00		007227		589.69
	*** VENDOR TOTALS ***					1 CHECKS		589.69
000966	U S BANK							
I-04/23 P-CARD STMT	U S BANK	D	5/18/2023	25,930.37		002225		25,930.37
	*** VENDOR TOTALS ***					1 CHECKS		25,930.37
009522	UNITED HEALTHCARE							
I-AFD29588	REFUND - FD	R	6/05/2023	409.28		242981		409.28
	*** VENDOR TOTALS ***					1 CHECKS		409.28
004646	UNITED SEEDS INC							
I-23-17357-OP	BLUE/RYE MIXTURE - OC	R	6/05/2023	435.00		242982		435.00
	*** VENDOR TOTALS ***					1 CHECKS		435.00
005813	EXECUTIVE SERVICES INC							
I-79884	BUSINESS CARDS-M. HEATH	E	6/07/2023	46.79		007241		46.79
	*** VENDOR TOTALS ***					1 CHECKS		46.79
010031	ANOVA FURNISHINGS INC							
I-637138	FY23 MEMORIAL BENCH	R	6/05/2023	1,197.21		242983		1,197.21
	*** VENDOR TOTALS ***					1 CHECKS		1,197.21
006789	HD SUPPLY FACILITIES MAINTENAN							
I-INV00005268	SULFURIC ACID - MU	E	6/07/2023	76.36		007248		76.36
	*** VENDOR TOTALS ***					1 CHECKS		76.36
010036	USCC SERVICES LLC							
I-0578471343	05/2023 STATEMENT -KL	R	6/05/2023	746.23		242984		746.23
	*** VENDOR TOTALS ***					1 CHECKS		746.23
008174	JUSTIN VANDER LEEST							
I-02/2023 PARA RNWL	02/2023 STATE PARAMEDIC RNWL	R	6/05/2023	25.00		242985		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00

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005012	VAN-WALL EQUIPMENT INC							
I-5853031	UNIT #123 FUEL SHUT OFF SLNOID	E	6/07/2023	182.09		007235		
I-5881436	BUSHING/SCRW/WSHER/PULLEY-PRSC	E	6/07/2023	33.23		007235		
I-5890516	UNIT #811 PUSH CABLE-OC	E	6/07/2023	128.05		007235		
I-5897561	UNIT #220 DIPSTICK	E	6/07/2023	60.64		007235		
I-5904410	UNIT #628 WASHER/NUT/BOLT	E	6/07/2023	129.84		007235		
I-5904411	UNIT #632 VBELT - PRSC	E	6/07/2023	10.62		007235		
I-5904412	UNIT #688 WSHR/NUT/BOLT/BLDE	E	6/07/2023	170.32		007235		
I-5906241	UNIT #814 BOOT KIT - OCM	E	6/07/2023	65.76		007235		780.55
	*** VENDOR TOTALS ***					1 CHECKS		780.55
008538	MELINDA K VOIGT							
I-05/2023 FITNESS	05/2023 FITNESS REIMBRSMNT	R	6/05/2023	100.00		242986		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
004796	WALSH DOOR & HARDWARE COMPANY							
I-567666	CAMERA REPLACEMENTS - IT	R	6/05/2023	835.00		242987		
I-567667	LIBRARY CAMERAS - IT	R	6/05/2023	690.00		242987		1,525.00
	*** VENDOR TOTALS ***					1 CHECKS		1,525.00
003376	WASHER SYSTEMS OF IOWA, INC							
I-1410	SURFACE CLEANER RENTAL-AC	R	6/05/2023	150.00		242988		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
002569	WASTE CONNECTIONS INC							
I-3495083T071	4/1-4/30/23 SVCS - PRSC	R	6/05/2023	515.60		242989		
I-3496930T071	05/2023 SERVICES -AMP	R	6/05/2023	47.45		242989		
I-3496931T071	05/2023 WASTE SVCS- CFAC	R	6/05/2023	189.74		242989		
I-3496934T071	5/1-5/31/23 SVCS - FS#2	R	6/05/2023	63.25		242989		
I-3496935T071	5/1-5/31/23 SVCS - FS#1/ACC	R	6/05/2023	276.34		242989		
I-3496936T071	5/1-5/31/23 SVCS - FS#3	R	6/05/2023	63.25		242989		
I-3496938T071	05/2023 WASTE SVCS - HAWKEYE	R	6/05/2023	47.45		242989		
I-3496939T071	05/2023 WASTE SERVICES -OC	R	6/05/2023	252.99		242989		
I-3496940T071	05/2023 WASTE SERVICES-OCM	R	6/05/2023	94.88		242989		
I-3496941T071	5/1-5/31/23 SVCS - MAINT FAC	R	6/05/2023	292.32		242989		
I-3496942T071	5/1-5/31/23 SVCS - PRSC	R	6/05/2023	302.99		242989		
I-3496943T071	05/2023 SERVICES - PK MNT	R	6/05/2023	252.99		242989		
I-3496944T071	5/1-5/31/23 SVCS - PD	R	6/05/2023	63.25		242989		
I-3496945T071	05/2023 WASTE SVCS - PRAC	R	6/05/2023	126.49		242989		
I-3496946T071	5/1-5/31/23 SVCS - PRSC	R	6/05/2023	252.99		242989		
I-3496947T071	5/1-5/31/23 SVCS - PSB	R	6/05/2023	81.16		242989		
I-3496948T071	5/1-5/31/23 SVCS - PRSC	R	6/05/2023	169.34		242989		
I-3496949T071	5/1-5/31/23 SVCS - WASTEWATER	R	6/05/2023	96.96		242989		
I-3497414T071	5/1-5/31/23 SVCS - PRSC	R	6/05/2023	230.00		242989		3,419.44
	*** VENDOR TOTALS ***					1 CHECKS		3,419.44

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 5/18/2023 THRU 6/07/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011625	WATERS EDGE AQUATIC DESIGN							
I-10647	PRAC POOL INSPECTION	E	6/07/2023	1,430.00		007278		1,430.00
	*** VENDOR TOTALS ***					1 CHECKS		1,430.00
011833	JACKIE R WELLS							
I-03/2023 BOOTS	03/2023 BOOT REIMBRSMNT	E	6/07/2023	95.10		007304		95.10
	*** VENDOR TOTALS ***					1 CHECKS		95.10
011566	WENDLING QUARRIES, INC							
I-959638	TOPDRESSING SAND-OCM	E	6/07/2023	2,455.69		007276		2,455.69
	*** VENDOR TOTALS ***					1 CHECKS		2,455.69
011799	WHITE CAP, LP							
I-50022031327	PAIL SPEED E ROCK - KL	R	6/05/2023	170.96		242990		170.96
	*** VENDOR TOTALS ***					1 CHECKS		170.96
011414	WRH, INC.							
I-2202-00-1389 #8	PAY 8-WELL7/ASR3 BID PKG 2	V	6/05/2023	565,748.53		242991		565,748.53
011414	WRH, INC.							
M-CHECK	WRH, INC.	VOIDED	V	6/05/2023		242991		565,748.53CR
011414	WRH, INC.							
I-2022-00-1389#8REIS	PAY 8-WELL#7/ASR#3 BIDPKG 2-RI	R	6/05/2023	564,653.33		242993		564,653.33
	*** VENDOR TOTALS ***					1 CHECKS		564,653.33
009306	STEVEN YOUNG							
I-04/2023-05/2023	4/3/23-5/2/23 TRAINING RMBSMNT	R	6/05/2023	498.13		242992		
I-05/05/2023 MEAL	5/5/23 MEAL REIMBURSEMENT	R	6/05/2023	20.70		242992		518.83
	*** VENDOR TOTALS ***					1 CHECKS		518.83
008820	SIOUXLAND TURF PRODUCTS INC							
I-179179	ARMORTECH -OCM	E	6/07/2023	600.00		007257		
I-179221	SUMMER TURF - PRSC	E	6/07/2023	825.00		007257		
I-179658	HERBICIDES - OCM	E	6/07/2023	962.00		007257		2,387.00
	*** VENDOR TOTALS ***					1 CHECKS		2,387.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	201	2,747,677.75	0.00	2,181,929.22
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	25,930.37	0.00	25,930.37
EFT:	113	1,578,529.92	0.00	1,578,529.92
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	565,748.53CR	565,748.53CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 5/18/2023 THRU 6/07/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGWB TOTALS:	315	3,786,389.51	0.00	3,786,389.51
BANK: APGWB TOTALS:	315	3,786,389.51	0.00	3,786,389.51
REPORT TOTALS:	315	3,786,389.51	0.00	3,786,389.51

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny

VENDOR: ALL

BANK CODES: Include: APGWB

FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 5/18/2023 THRU 6/07/2023

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

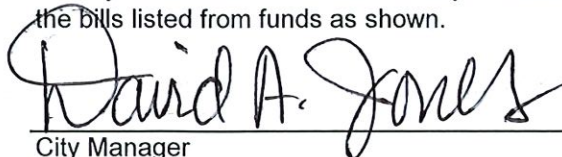
PRINT STATUS: * - All

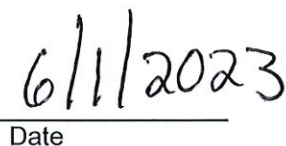
CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
JUNE 5, 2023

Fund		PAYMENTS
100	General Fund	\$ 574,041.12
220	Fire Gift Fund	24.00
233	Hotel Motel Tax Fund	269,013.06
240	Parks Improvements	-
250	Police Gift Fund	160.00
260	Road Use Tax Fund	159,567.36
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	-
300	Debt Service Fund	-
430	Library Foundation Fund	2,914.85
440	Park Dedication Trust Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club	-
448	Miracle Park Fund	-
449	Dog Park Trust Fund	-
484	Civic Trust Fund	-
491	Ankeny Foundation Fund	-
500	Solid Waste Fund	98,595.36
510	Water Fund	804,371.19
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	44,499.64
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	2,200.91
590	Golf Course Fund	57,170.42
600-699	Enterprise Project Funds	714,729.41
710	Revolving Fund	64,331.83
720	Risk Management Fund	9,682.81
730	Health Insurance Fund	168.97
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	305,774.00
800-890	Special Assessments Funds	96,234.16
900	BAN/Bond Activity Fund	-
895-998	Capital Projects Funds	582,910.42
Sub Total		\$ 3,786,389.51
Payroll Totals		1,852,046.16
Service Transfers/ACH Drafts		(198,350.10)
Agenda Payments Approved Separately		(1,272,891.38)
Grand Total		<u>\$ 4,167,194.19</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



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Fire

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve the purchase of one ambulance from North Central Ambulance Sales and Service of Lester Prairie, MN in the amount of \$327,772.

EXECUTIVE SUMMARY:

The Ankeny Fire Department is preparing to purchase a Ford Type I Ambulance that was approved in the FY2024 budget process. The specifications for this ambulance are similar to the last unit we ordered a year ago. The specifications have been developed and approved by our Ambulance Specification Committee comprised of department personnel and a representative of the central garage. As with our previous purchases, specifications are developed with the following goals:

- Improve occupant safety
- Consistent design with existing ambulances in the fleet
- The ability for future remount of the ambulance module on a new chassis if desired
- Meet or exceed Federal Motor Vehicle Safety Standards (FMVSS), KKK-A-1822F and Ambulance Manufacturer Division Standards (AMD), as well as compliance with NFPA 1917 Standard for Automotive Ambulances.

Our current Houston-Galveston Area Council Buying Group (H-GAC) vendor for Braun Ambulance is North Central Emergency Vehicles (Minnesota). They have informed the department they will be able to provide an ambulance utilizing our last specifications under the H-GAC Buying Group.

FISCAL IMPACT: No

This purchase was approved in the FY2024 budget process.

The proposed budget plan for this purchase includes:

FY2024 Approved Budget	\$400,000
H-GAC Ambulance price	\$327,772
Less Ford Government Price Concession (GPC)	Unknown
Trade Value for V115	Unknown
<i>Final estimated delivered price</i>	\$327,772

In addition to the final delivered price, we will have to purchase additional equipment like: a patient cot/load system, medications, and other supplies. The costs of these items are not readily available due to the delayed delivery time of the ambulance.

CITY MANAGER'S RECOMMENDATIONS:

We recommend placing this order as soon as possible. The build time for the ambulance is approximately 18-24 months out, which means we would accept delivery well into the next fiscal year or even beyond the next fiscal year. Note - There continues to be issues with Ford chassis availability that may result in additional costs beyond the proposed amount from North Central Ambulance.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Contract
 Executive Summary



A d/b/a of Jerry's Transmission Service Inc.
18448 County Road 9; Lester Prairie, MN 55354
(320) 395-2911
www.ncambulance.com

CONTRACT

Sign in ink in the space provided below. Unsigned contracts will be considered incomplete and will not be valid.

IT IS AGREED BY THE UNDERSIGNED BIDDER AND PURCHASER THAT THE SIGNING AND DELIVERY OF THIS CONTRACT REPRESENTS THE BIDDER'S AND PURCHASER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE BID PROPOSAL AS SUBMITTED TO THE PURCHASER.

Name of Bidder: North Central Ambulance Sales and Service
Address: 18448 County Road 9
Lester Prairie, MN 55354
Phone Number: (320) 395-2911

Signature: _____

Title: David B Cole

Date: May 25, 2023

Contract for: One (1) (Braun Chief XL Type 1 F 550 4 wd).
Does NOT include: Cot or Cot Mount, Radios or Computer Mount.
Ford chassis price subject to change.

Bid Price: \$ 327,772.00

Purchase Order # _____

Purchasing organization: City of Ankeny Fire Department
Address: 410 W 1st Street
Ankeny, Iowa 50023-1557
Phone Number: 515 965 6472

Signature: _____

Title: _____

Date this contract is signed: _____
(Must be signed by an officer of the purchaser.)

Delivery of the new ambulance will be made to Ankeny Fire Department; Ankeny, Iowa to the terms of the bid proposal. Payment of the total amount of the ambulance is due upon delivery to Ankeny Fire Department - Ankeny, Iowa.



Ankeny Fire Department

FY2024 Approved Ambulance Purchase

Executive Summary

Prepared by Rob Chiappano, Deputy Chief

May 25, 2023

The Ankeny Fire Department is preparing to purchase a Ford Type I Ambulance that was approved in the FY2024 budget process. The specifications for this ambulance are similar to the last unit we ordered a year ago. The specifications have been developed and approved by our Ambulance Specification Committee comprised of department personnel and a representative of the central garage. As with our previous purchases, specifications are developed with the following goals:

- Improve occupant safety
- Consistent design with existing ambulances in the fleet
- The ability for future remount of the ambulance module on a new chassis if desired
- Meet or exceed Federal Motor Vehicle Safety Standards (FMVSS), KKK-A-1822F and Ambulance Manufacturer Division Standards (AMD), as well as compliance with NFPA 1917 Standard for Automotive Ambulances.

Our current Houston-Galveston Area Council Buying Group (H-GAC) vendor for Braun Ambulance is North Central Emergency Vehicles (Minnesota). They have informed the department they will be able to provide an ambulance utilizing our last specifications under the H-GAC Buying Group.

Recommendation

We recommend placing this order as soon as possible. The build time for the ambulance is approximately 18-24 months out, which means we would accept delivery well into the next fiscal year or even beyond the next fiscal year. Note - There continues to be issues with Ford chassis availability that may result in additional costs beyond the proposed amount from North Central Ambulance.

The proposed budget plan for this purchase includes:

FY2024 Approved Budget	\$400,000
H-GAC Ambulance price	\$327,772
Less Ford Government Price Concession (GPC)	Unknown
Trade Value for V115	Unknown
<i>Final estimated delivered price</i>	<i>\$327,772</i>

In addition to the final delivered price, we will have to purchase additional equipment like: a patient cot/load system, medications, and other supplies. The costs of these items are not readily available due to the delayed delivery time of the ambulance.

Attached to this summary is the purchase contract from North Central Emergency Vehicles.



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve letter of agreement for banking and custodial services with First National Bank for three years with an option to renew for one additional three-year period by mutual agreement of both parties.

EXECUTIVE SUMMARY:

A request for proposal was conducted to seek bids from qualified banks in Ankeny to provide the highest quality banking and custodial services at the lowest cost and greatest potential interest earnings. Proposals were sent to 14 banking institutions with nine responding. Each proposal was evaluated on the following criteria:

1. Availability of services
2. Pricing
3. Potential interest earnings
4. Bank stability
5. Technology/innovation
6. Cost of conversion and implementation

A selection committee scored all proposals based on the criteria listed above with First National Bank receiving the highest score.

FISCAL IMPACT: Yes

The fiscal impact includes a reduction in banking fees and a significantly higher interest rate.

CITY MANAGER'S RECOMMENDATIONS:

Recommend approving letter of agreement for banking and custodial services with First National Bank for three years with an option to renew for one additional three-year period by mutual agreement of both parties.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Letter of Agreement



LETTER OF AGREEMENT FOR BANKING AND CUSTODIAL SERVICES

This Agreement is to be effective on the 1st day of July 2023, by and between First National Bank, hereinafter called "the Contractor" and the City of Ankeny, Iowa, hereinafter called "the City".

The Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

Scope of Services: The Contractor shall provide to the City the services set forth in the Contract Documents (as defined below) to provide banking and custodial services.

Term of Contract:

- The term of the contract is July 1, 2023, through June 30, 2026.
- The City and the Contractor may renew the contract for one additional three (3) year period by mutual agreement.

Contract Documents: The Agreement consists of the following contract documents, which by this reference are incorporated herein:

- This signed Letter of Agreement;
- The Request for Proposal for Banking and Custodial Services dated March 6, 2023.
- The clarification questions and answers to the Request for Proposal sent March 28, 2023.
- The proposal submitted by the Contractor on April 17, 2023.
- The amendment to the proposal submitted by the Contractor on May 15, 2023.

If, at any time, the City determines it is in its best interest to discontinue use of this service, the City reserves the right to cancel this Agreement by giving 30 days advance written notice. Notwithstanding the preceding, the City may terminate this Agreement immediately for cause, including but not limited to performance issues, Contractor theft, or any other matter the City deems a public health or safety concern, upon written notice delivered to the Contractor.

This Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. In the event of a conflict between this Letter of Agreement and any other Contract Document, this Letter of Agreement shall control.

City of Ankeny, Iowa

By: **Mark E. Holm, Mayor**

Date

First National Bank

By: **Thomas J. Friedman, Ankeny Market President**

Date

5.17.23



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Fire

COUNCIL GOAL:

Provide Regional Leadership

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve intergovernmental agreement for the funding and operation of a mobile ventilation unit by the cities of Ankeny, Altoona, Clive, Grimes/Johnston Metropolitan Fire Department, Urbandale, Waukee and West Des Moines.

EXECUTIVE SUMMARY:

On December 6, 2021, the City entered into a Memorandum of Understanding to apply for a cooperative Fire Act Grant to purchase a large ventilation fan with several Des Moines metro area fire departments.

The large trailer-mounted fan would be used for ventilation of warehouses, schools, apartments and other large structures that do not lend themselves to ventilation with standard-sized fans currently carried by the fire departments. This fan has the ability to reduce ventilation time from hours to minutes.

The fire departments were not successful in receiving the Fire Act Grant and propose instead to enter into an intergovernmental agreement for the funding and operation of a mobile ventilation unit by the cities of Ankeny, Altoona, Clive, Grimes/Johnston Metropolitan Fire Department, Urbandale, Waukee and West Des Moines. The purchase and operational costs will be divided equally between the participating fire departments.

FISCAL IMPACT: Yes

The purchase price is \$191,511 or \$24,358.72 per department.

The FY 2023 amended budget includes \$21,279 for this purchase. An additional \$3,079.72 will be needed to participate in the intergovernmental agreement.

CITY MANAGER'S RECOMMENDATIONS:

Recommend intergovernmental agreement for the funding and operation of a mobile ventilation unit by the cities of Ankeny, Altoona, Clive, Grimes/Johnston Metropolitan Fire Department, Urbandale, Waukee and West Des Moines.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT
FOR THE FUNDING AND OPERATION OF A MOBILE VENTILATION UNIT BY THE CITIES
OF ANKENY, ALTOONA, CLIVE, GRIMES/JOHNSTON METROPOLITAN FIRE
DEPARTMENT, URBANDALE, WAUKEE AND WEST DES MOINES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into effective this 1st day of May, 2023, by and between the CITY OF ANKENY, IOWA, a municipal corporation ("Ankeny"), CITY OF ALTOONA, IOWA, a municipal corporation ("Altoona"), CITY OF CLIVE, IOWA, a municipal corporation ("Clive"), CITY OF JOHNSTON, IOWA, a municipal corporation ("Johnston"), CITY OF GRIMES, IOWA, a municipal corporation ("Grimes"), the CITY OF URBANDALE, IOWA, a municipal corporation ("Urbandale"), the CITY OF WAUKEE, IOWA, a municipal corporation ("Waukee"), and the CITY OF WEST DES MOINES, IOWA, a municipal corporation ("West Des Moines") (Altoona, Ankeny, Clive, Johnston, Grimes, Urbandale, Waukee, and West Des Moines, are referred to herein individually as a "City" or jointly as the "Cities"), pursuant to Chapter 28E of the Iowa Code.

WHEREAS, the cities of Johnston and Grimes share a fire department (Johnston-Grimes Metropolitan Fire Department), the cost share will be as one city.

WHEREAS, each City's fire department has established the need to periodically provide ventilation of large spaces during fires, other responses and events.

WHEREAS, the purchase of a mobile ventilation unit by each City is not practical or warranted.

WHEREAS, to most efficiently and cost effectively purchase a mobile ventilation unit that can be shared between the Cities, the Cities desire to jointly purchase and operate a mobile ventilation unit.

NOW, THEREFORE, the parties hereto agree as follows:

1. Joint Purchase and Operation of a Mobile Ventilation Fan. The Cities agree to contribute funds to operate a mobile ventilation unit (the "MVU") to be used by the staff of the Ankeny Fire Department, Altoona Fire Department, Clive Fire Department, Johnston-Grimes Metropolitan Fire Department, Urbandale Fire Department, Waukee Fire Department, and the West Des Moines Fire Department (referred to herein as the "Fire Departments"). This Agreement shall not create a separate legal or administrative entity. The Fire Chiefs of the Cities shall be designated as the administrators of this Agreement.

2. Lead Agency of MVU. Urbandale shall serve as the lead agency for the project, including the purchasing process. In consideration for the contributions to the purchase and operations of the MVU, the Cities shall have the right to use the MVU as set forth in this Agreement.

3. Cost sharing. The initial purchase price for the MVU shall be divided equally between the participating fire departments. The purchase price is one hundred ninety-one thousand and five hundred and eleven dollars (\$191,511.00).

4. Operation of MVU. Service/Maintenance costs are shared by all cities and each City will be billed for a share of the on-going service and maintenance cost. Each City is responsible for fuel and supplies used while in service for each City.

Urbandale shall bill each City for their share of the annual service and maintenance costs as Urbandale receives the invoices for such costs, and the Cities agree to pay Urbandale for such costs within thirty (30) days following the receipt of the invoice from Urbandale and approval of such invoice.

Each City shall provide personnel to be trained in the set up and operations of the MVU. The MVU shall be used only by personnel who are trained in the operation of the MVU.

5. Addition of New Users. If approved by each City, a new city that is not a party to this original Agreement may be permitted to join as a party to the Agreement by Addendum, provided that:

- i. the new city pays a proportional share of the initial investment to each City based on the original cost, and
- ii. the new city shall pay an equal portion of the on-going service/maintenance cost.
- iii. any non-participant of this agreement may request the use of the MVU through existing mutual aid agreements. The Fire Chiefs of the parties of this agreement shall develop a fee schedule for the use of the MVU by agency that are non-participants of this agreement.

6. Liability/Indemnification. To the extent permitted by law, each City shall indemnify, defend and hold harmless the other Cities that are parties to this Agreement, their officers, agents and employees, from and against any and all private party claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees, and against all liability for property damage to private property and injuries to all persons, including death resulting therefrom, directly or indirectly, as a result or consequence of any act, omission, fault or negligence of that City, its officers, agents or employees (collectively, "Damages") in the use and operation of the MVU. Unless caused by gross negligence, intentional acts/omissions or fraud, each City waives all claims against the other Cities that are parties to this Agreement for compensation for personal injury or death to the waiving City's personnel or for damage to its property occurring as a consequence of its participation and performance of the activities contemplated by this Agreement. Further, to the extent permitted by law, each City shall indemnify, save, defend and hold harmless the other Cities that are parties to this Agreement, including their officers, agents and employees, against any and all claims, suits and actions, including court costs and attorney's fees, brought by the officers, agents and employees of the indemnifying City, occurring as a consequence of the participation and performance of the activities and training contemplated by this Agreement.

7. Term and Termination. This Agreement shall be effective upon the date stated above and shall remain in effect until May 1, 2038, unless earlier terminated as set forth herein or upon the agreement of the parties.

Any City may terminate its use of the MVU and immediately terminate its participation in this Agreement by providing the other Cities with written notice prior to the effective date of the termination.

Should any City request termination of their participation in this Agreement, there will be no return of its initial or annual contributions to the purchase and operation of the MVU.

8. Disposition Assets. At the termination of the agreement, the MVU shall be sold and the value of the MVU shall be split evenly between the participating departments.

9. Notice. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

- a. If to Ankeny, to:

Ankeny Fire Department
120 NW Ash Dr.
Ankeny, Iowa 50023
Attention: Fire Chief

- b. If to Altoona, to:

Altoona Fire Chief
950 Venbury Dr,
Altoona, IA 50009
Attention: Fire Chief

- c. If to Clive, to:

Clive Fire Department
8800 Hickman Rd
Clive, Iowa 50325
Attention: Fire Chief

- d. If to Grimes,

Johnston-Grimes Metropolitan Fire Department
6373 Merle Hay Road
Johnston, IA 50131
Attention: Fire Chief

- e. If to Johnston, to:

Johnston-Grimes Metropolitan Fire Department
6373 Merle Hay Road
Johnston, IA 50131
Attention: Fire Chief

- f. If to Urbandale, to:

Urbandale Fire Department
3927 121st Street
Urbandale, Iowa 50323
Attention: Fire Chief

g. If to Waukee, to:

Waukee Fire Department
1300 L.A Grant Parkway
Waukee, Iowa 50276
Attention: Fire Chief

h. If to West Des Moines to:

West Des Moines Fire Department
318 5th Street
West Des Moines, Iowa 50265
Attention: Fire Chief

or to such other address or person as hereafter shall be designated in writing by the applicable party.

9. Miscellaneous. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa with jurisdiction in the state and federal courts located in Polk County, Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF ANKENY, IOWA

By: _____
Mayor

ATTEST:

City Clerk

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF ALTOONA, IOWA

By: _____
Mayor

ATTEST:

City Clerk

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF CLIVE, IOWA

By: _____
Mayor

ATTEST:

City Clerk

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF GRIMES, IOWA

By: _____
Mayor

ATTEST:

City Clerk

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF JOHNSTON, IOWA

By: _____
Mayor

ATTEST:

City Clerk

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF URBANDALE, IOWA

By: _____
Robert D. Andeweg, Mayor

ATTEST:

Nicole Lunders, City Clerk

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF WAUKEE, IOWA

By: _____
Mayor

ATTEST:

City Clerk

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF WEST DES MOINES, IOWA

By: _____
Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve project agreement with Capital Landscaping for Uptown tree replacement and landscaping and authorize City Manager to execute project agreement.

EXECUTIVE SUMMARY:

Uptown ash tree removal, tree replacement and landscaping replacement was included in the FY23 road use tax fund budget. Tree removal has been completed and this proposal by Capital Landscaping includes tree replacement and replacing landscaping along SW Third Street and on SW Walnut Street. The scope of the project includes replacing 27 trees, adding and replacing 166 perennials, removal and replacement of river rock, new top soil, landscape fabric and tree staking. The work is expected to be completed the first week of July.

FISCAL IMPACT: **Yes**

The City solicited and received three competitive proposals for this project, all by reputable landscaping firms, and Capital Landscaping offered the lowest priced proposal. The other bidders were Latitude 41 - \$30,969 and Redbud Landscaping - \$36,000.

CITY MANAGER'S RECOMMENDATIONS:

To approve as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Capital Landscaping Authorization
 Capital Landscaping proposal

Capital Landscaping, Inc.



113 E Sheridan Ave
Des Moines, IA 50313
(515) 244-2724 Fax 244-4332
www.capitallandscaping.com

Project Agreement and Customer Authorization to Proceed

The attached estimate or proposal outlines in detail the landscaping or construction services to be provided by Capital Landscaping to **City of Ankeny – Uptown Tree Planting**. This agreement is for authorization to proceed on the scope of work priced in **59866**. The total for services and materials in the estimate is **\$29,215.00 including** tax. Upon receipt of the signature of the customer on this form and a **10%** down payment on the project, Capital Landscaping LLC will proceed to schedule the project in its work log and order all materials from its suppliers necessary to complete the project. For jobs taking over one week, the customer will be required to make scheduled payments. If we are delayed due to weather or the end of the season, no payments are due except for material on site and completed phases of the project. For your project a further payment of **50%** will be required when we begin installing hardscape materials. As work progresses additional payments will be required. At final walk through the balance remaining will be **10%** to complete the punch list and finish the job.

All revisions to the original scope of work detailed in the estimate which are developed after the receipt of the Customer Authorization to Proceed may incur additional costs or credits and will be outlined in the final invoice payment of the project. *Capital Landscaping will work within reason to minimize additional cost incurred after reception of the Customer Authorization due to further development in design or materials selection.*

The customer shall be responsible for locating and marking property corner stakes, pet containment fences, buried electrical lines to out buildings, irrigation systems, septic systems or yard lights, and gas lines to patios, grills, yard lights or propane tanks. We will not be responsible for any damages as a result of these not being properly located and marked.

Upon completion of the project, Capital Landscaping agrees to perform a final walk through with the customer to ensure all landscaping materials were installed properly and to the specifications of the customer. Capital Landscaping will authorize a member of the design staff, a project manager, or a crew leader to perform the final walk through. At the completion of the job the customer during this walk through will be required to bring their remaining balance to within 10% of final payment. Once any issues are resolved, final payment is due. A 1.5% penalty will be applied to the customer's balance if final payment is not received 48 hours after completion of punch list. Customer agrees to pay Capital Landscaping for all reasonable attorney's fees and court costs incurred by Capital Landscaping in collection of amounts owing pursuant to this authorization and work performed by Customer.

Capital Landscaping hereby requests that any problems that may arise in accordance with its services be addressed immediately by the customer in order that either a member of our design staff or the General Manager

has a chance to correct them in a timely manner. *Capital will work within reason to address issues and concerns regarding craftsmanship to meet customer wants. The extent of corrections and alterations to craftsmanship are up to the discretion of Capital.*

Capital Landscaping hereby offers a two-year limited warranty on all workmanship and materials associated with the project concerning visible defects and defective products. Material has a 5-year warranty from the block supplier.

Capital Landscaping hereby offers a one-year warranty on plantings paid to be installed, including trees, shrubs. Capital Landscaping offers a one-year warranty on perennials. The warranty includes replacing the plant one time only. It will be the responsibility of the Customer to ensure all plant materials installed by Capital Landscaping will be watered and taken care of properly (unless the cost of watering is provided in a proposal or as part of a landscape service included in the above price). Any factual evidence of over watering, under watering, act of God, vandalism, snow maintenance damage (salt), or animal damage will automatically void our plant warranty.

I hereby accept all of the pricing and conditions outlined in this agreement:

Date:

Customer Signature

LIMITED PLANT WARRANTY (IF APPLICABLE)

Capital Landscaping, LLC will replace any plant material listed below that becomes damaged within 12 months from the date of installation. This Warranty covers all trees and shrubs. Perennials and native grasses are covered for 30 days. Annuals are not covered under warranty. Capital Landscaping, LLC will not replace any plant material that has been damaged by any weather related incidents, acts of humans, acts of domestic and wild animals, and or any insects.

All plant material must be watered by the customer on a regular basis with an emphasis placed on dry weather conditions. Customers should be aware that high winds might dry the ground out which may require watering of the plants. Special attention should be paid to any plants located under any roof overhangs because they sometimes do not receive adequate water from rainfalls.

Any plant material that is damaged by lack of receiving proper watering (NEGLECT) will by no means be covered by this 12-month warranty. When watering, please be aware that over watering will cause your warranty to be voided. Watering excessively when not recommended by Capital will void the warranty. (IE: If a plant is suffering from over watering practices and the client is made aware of this, the warranty will not cover damaged plant material.)

This warranty replaces each plant one time. This warranty covers plant replacement only, labor and delivery charges will be applied for replacement stock. Only Capital Landscaping, LLC shall perform any necessary plant replacement.

Proper care and maintenance of the plants will be the responsibility of the customer. It is the homeowner's responsibility to perform all necessary watering and up keep. If questions concerning your plants arise please feel free to call us at the earliest opportunity.

Capital Landscaping, Inc. will not warranty sod or seed due to client's responsibility for proper watering. Capital will water in seed and sod after installing one time. The client, if they request, may rent sprinklers and timers for their use while establishing their turf from Capital Landscaping, Inc.

Client Signature_____

Date: _____

Capital Landscaping

113 E Sheridan Ave
Des Moines IA 50313

Proposal

Date	Estimate #
5/22/2023	59866

515-244-2724	E-mail
Phone #	mail@capitallandscaping.com

Client	P.O. No.	Terms	Rep	Project
City of Ankeny Derek Lord Economic Development Director Economic Development 410 W. First St. Ankeny, IA 50023-1557	Uptown Trees	Net 10 Days	AET	

Description	Qty	Rate	Total
Uptown Tree Planting			
Trip Charges/ delivery charge	1	320.00	320.00
Tear out Prep for new job sites - removal of existing rock and tree stump remnants/roots as needed for new planting work	1	6,500.00	6,500.00
Equip Charges-SL/EX	1	450.00	450.00
Subtotal			7,270.00
Overstory Trees			
Birch Heritage 2" B&B - single stem	3	410.00	1,230.00
Honeylocust - Skyline 2" B&B	4	410.00	1,640.00
Ginkgo - Autumn Gold 1.5" B&B	5	305.00	1,525.00
Tulip Tree 1.5" B&B	4	305.00	1,220.00
Understory Trees			
Cleveland Select Pear 2" B&B	7	410.00	2,870.00
Japanese Tree Lilac 1.5" B&B	4	305.00	1,220.00
Plants / Perennials			
Perennial #1-Daylily - Blackeyed Stella	18	10.50	189.00
Perennial #1-Daylily - Ruby Stella	18	10.50	189.00
Perennial #1-Daylily - Daring Deception	18	10.50	189.00
Perennial #1-Daylily - Purple Stella	18	10.50	189.00
Perennial #1-Daylily - Custard Candy	18	10.50	189.00
Perennial #1- Prairie Dropseed	76	10.50	798.00
Labor - installation of plant material	1	5,000.00	5,000.00
Subtotal			16,448.00
Landscape Materials			
Top Soil Per Cubic Yard	10	120.00	1,200.00
River Rock 1-3' w/ fabric	21	165.00	3,465.00
Tree Stake Kit-pegs & rope or per post	52	16.00	832.00
Subtotal			5,497.00
Watering			
Water Charge per trip ***Note: 10 trips provided at this time. Any additional trips will be charged per the trip rate provided.	0	500.00	0.00
Subtotal			0.00

Thank you for your business.

Subtotal

Estimate pricing is good for 30 days. If accepted later than 30 days, prices are subject to change. Estimate superceeds any drawings

Sales Tax (7.0%)

Total

515-244-4332	Fax #	Web Site	www.capitallandscaping.com
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Capital Landscaping

113 E Sheridan Ave
Des Moines IA 50313

Proposal

Date	Estimate #
5/22/2023	59866

515-244-2724	E-mail
Phone #	mail@capitallandscaping.com

Client	P.O. No.	Terms	Rep	Project
City of Ankeny Derek Lord Economic Development Director Economic Development 410 W. First St. Ankeny, IA 50023-1557	Uptown Trees	Net 10 Days	AET	

Description	Qty	Rate	Total
*Traffic permits are not include in this estimate and shall be an additional cost to the proposal if required.			
**Concrete removals are not part of this proposal and shall be an additional charge to perform any concrete related work, approved by change order prior to proceeding.			
***All planting shall be watered once as part of installation.			
General Notes: 1. Any unforeseen site conditions, above or below grade requiring additional work, not included in this estimate, will be an additional charge to complete to the project. 2. Any adjustments or repairs to irrigation, or other private utilities/services, not included in this estimate will be performed at a time and materials rate and shall be agreed upon prior to commencement of any related work. 3. This estimate assumes access to the roadway / parking areas for staging and delivery of materials and equipment.			

Thank you for your business.

Subtotal \$29,215.00

Estimate pricing is good for 30 days. If accepted later than 30 days, prices are subject to change. Estimate superceeds any drawings

Sales Tax (7.0%) \$0.00

Total \$29,215.00

515-244-4332	Fax #	Web Site	www.capitallandscaping.com
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ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of dump bodies, plow components, and builds of three (3) single axle snow plow dump trucks for the Public Works Department (replace existing trucks #224 and #269; add new truck #219).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

The purchase of three (3) single axle snow plow trucks is included in the approved FY 2024 budget.

CITY MANAGER'S RECOMMENDATIONS:

Adopt **RESOLUTION** authorizing the purchase of dump bodies, plow components, and builds of three (3) single axle snow plow trucks as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION AUTHORIZING THE PURCHASE OF DUMP BODIES, PLOW COMPONENTS, AND BUILDS OF THREE (3) SINGLE AXLE SNOW PLOW TRUCKS FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, the City of Ankeny desires to purchase the dump bodies, plow components, and builds of a new single axle snow plow truck to replace existing truck #224; a new single axle snow plow truck to replace existing truck #269, and a new single axle snow plow truck to add a new truck (#219) to the fleet for the Public Works Department, and;

WHEREAS, the City of Ankeny is a member of Sourcewell, member #67120, the (Contract #080818-HPI) price for the purchase of the three (3) dump bodies, plow components, and builds with Henderson Products, Inc., is \$488,001.00 (\$162,667.00 per truck for dump body, plow components, and build), and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the proposal from Henderson Products, Inc., in the amount of \$488,001.00 is hereby accepted.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order from FY 2024 funds to facilitate the purchase of said dump bodies, plow components, and builds of three (3) single axle snow plow trucks.

DATED at Ankeny, Iowa, this 5th day of June, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** authorizing the purchase of combination traffic signal/lighting pole assemblies from Millerbernd Manufacturing Company, in the amount of \$76,746.00, for contractor installation with the SE Oralabor Road & Convenience Blvd/ Creekview Drive Traffic Signal Replacement.

EXECUTIVE SUMMARY:

The SE Oralabor Road & Convenience Blvd/ Creekview Drive Traffic Signal Replacement includes replacement of the existing traffic signal infrastructure due to poor condition and age past its expected service life. The proposed installation will include new traffic signal and pushbutton poles, and modern low-voltage digital signal equipment to support better responsive operation of the intersection.

In past years, long lead times for procurement of galvanized steel traffic poles and mast arms have contributed to delays in completing similar City capital improvement projects. Pre-ordering these items, and furnishing for contractor installation with the project, can increase the likelihood of timely completion of the full project to the public's benefit.

Quotes for manufacture and delivery of the combination traffic signal/ lighting poles and mast arms needed for the project were requested per City of Ankeny Purchasing Policy. Both cost and expected delivery schedule were considered in the award recommendation. There are two regional suppliers. Valmont Industries responded, in the amount of \$89,954.00 and expected delivery in 18-20 weeks from design approval. The second supplier, Millerbernd Manufacturing Company, responded in the amount of \$76,746.00 and expected delivery in 21-23 weeks from design approval.

The overall project also includes reconstruction of pedestrian ramps and significant PCC concrete patching for pavement areas in poor condition on SE Oralabor Road. The work on the ramps and patching is planned to begin in August or early September 2023, with completion in late fall 2023. Therefore, award of the purchase of the galvanized steel combination traffic signal/ lighting poles and mast arms to Millerbernd Manufacturing Company is recommended to support timely completion of the traffic signal installation during early 2024.

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

Adopt RESOLUTION authorizing the purchase of the galvanized steel combination traffic signal/ lighting poles and mast arms as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Tabulation
 Location Map

RESOLUTION

**A RESOLUTION AUTHORIZING THE PURCHASE OF TRAFFIC SIGNAL POLES FOR INSTALLATION
WITH SE ORALABOR ROAD & CONVENIENCE BOULEVARD/ CREEKVIEW DRIVE
TRAFFIC SIGNAL REPLACEMENT**

WHEREAS, the City of Ankeny desires to purchase traffic signal poles and mast arms to be installed with SE Oralabor Road & Convenience Boulevard/ Creekview Drive Traffic Signal Replacement; and

WHEREAS, quotes were obtained according to City of Ankeny Purchasing Policy; and

WHEREAS, the City of Ankeny is able to purchase the traffic signal poles and mast arms from Millerbernd Manufacturing Company in the amount of \$76,746.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposal from Millerbernd Manufacturing Company in the amount of \$76,746.00 is hereby accepted; and

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order to facilitate the purchase of said traffic signal poles and mast arms.

DATED this 5th day of June. 2023

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Bid Tabulation
SE Oralabor Rd and Convenience Blvd / Creekview Dr Traffic Signal Replacement
Traffic Signal Poles
Bid Date: 10:00 AM, May 26, 2023

Item	Unit	Central Sales Lighting Alliance			Electrical Products Company		
		Millerbernd			Valmont		
		Total	Unit Price	Total Price	Total	Unit Price	Total Price
Combination Signal/Lighting Pole with 55' Mast Arm	EA	2	\$16,007.00	\$32,014.00	2	\$17,758.00	\$35,516.00
Combination Signal/Lighting Pole with 65' Mast Arm	EA	2	\$19,896.00	\$39,792.00	2	\$23,719.00	\$47,438.00
Manufacturer's Recommended Wind Dampening Device	EA	4	\$925.00	\$3,700.00	4	\$1,750.00	\$7,000.00
	EA	0	\$0.00	\$0.00	0	\$0.00	\$0.00
	EA	0	\$0.00	\$0.00	0	\$0.00	\$0.00
	EA	0	\$0.00	\$0.00	0	\$0.00	\$0.00
	EA	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Freight	LS	1	\$1,240.00	\$1,240.00	0	\$0.00	\$0.00
Signal Pole Total				\$76,746.00			\$89,954.00





ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of a turf painter from Turf Tank for the Parks & Recreation Department.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

The purchase of a turf painter is included in the approved FY24 budget.

CITY MANAGER'S RECOMMENDATIONS:

Adopt **RESOLUTION** authorizing the purchase of a turf painter as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 Resolution
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RESOLUTION NO. 2023 -
A RESOLUTION AUTHORIZING THE PURCHASE OF A TURF PAINTER
FOR THE PARKS & RECREATION DEPARTMENT.

WHEREAS, the City of Ankeny Parks & Recreation Department routinely maintains the playing surfaces at the Prairie Ridge Sports Complex using Line Painters, and

WHEREAS, the existing painter is a 2005 Smithco Line painter and recommended for immediate replacement according to the Equipment Rating and its current condition, and

WHEREAS, the City of Ankeny desires to purchase a replacement robotic field painter for Unit #637. Bids have been solicited from equipment suppliers for the proposed replacement painter, with the low bid of \$53,500.00 being submitted by Turf Tank.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposal from Turf Tank in the total amount of \$53,500.00 is hereby accepted for the purchase of a robotic field painter.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order from FY2024 funds to facilitate the purchase of the said painter.

DATED this 5th day of June, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Otter Creek Golf Course

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of a compact utility tractor at Otter Creek Golf Course for the Parks & Recreation Department.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

The purchase of the compact utility tractor is included in the approved FY 2024 budget.

CITY MANAGER'S RECOMMENDATIONS:

Adopt **RESOLUTION** authorizing the purchase of the compact utility tractor as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

RESOLUTION NO. 2023 –

**A RESOLUTION AUTHORIZING THE PURCHASE OF A COMPACT UTILITY TRACTOR AT
OTTER CREEK GOLF COURSE FOR USE IN THE PARKS & RECREATION DEPARTMENT’S FLEET**

WHEREAS, the City of Ankeny desires to purchase a replacement compact utility tractor which will be used by the Parks & Recreation Department at Otter Creek Golf Course, and;

WHEREAS, bids have been solicited from equipment suppliers for the proposed compact utility tractor, with the low bid of \$62,006.93 being submitted by Van-Wall Equipment, and;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposal from Van-Wall Equipment, in the total amount of \$62,006.93 is hereby accepted for the purchase of a compact utility tractor.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order from the FY2024 funds to facilitate the purchase of said compact utility tractor.

DATED this 5th day of June 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Civil Service List

June 5, 2023

To: The Honorable Mark Holm, Mayor, and City Council Members

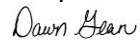
From: Civil Service Commission

At the May 18, 2023, meeting of the Civil Service Commission, the following applicants were certified eligible for appointment, subject to passing all other requirements.

Firefighter EMT or Paramedic – Fire Department:

RANK	LAST NAME	FIRST NAME
1	Boyea	Kyle
2	Voyek	Mark
3	Miller	Brody
4	Stephenson	Lucas
5	Dorsett	Joshua
6	Koster	Bryan
7	Sciarrotta	Austin
8	Breck-Miller	Austin
9	Mitchell	Mary
10	Crum	Joseph
11	Guest	Jesse
12	Van Wyk	Austin
13	Tysdal	Cayden
14	Miller	Max
15	Allen	Christopher
16	Bond	Aamon
17	Rettenmeier	Alec
18	Hutchinson	Mark
19	Kling	Jason
20	Gleason	Christian
21	Smyser	Jason

Respectfully submitted,



Dawn Gean, Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

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

EXECUTIVE SUMMARY:

The Iowa Department of Transportation has scheduled a PCC Pavement and Grading Project for I-35 from north of NE 36th Street to IA Hwy. 210.

I-35 access at NE 126th Avenue (Elkhart interchange) will need to be closed in order to complete the project. Construction will occur in calendar year 2023, and the closure is estimated to be from April 1 to September 15, 2023. During the project, Northbound I-35 traffic access at NE 126th Avenue will be detoured to the interchange at East 1st Street, and Southbound I-35 traffic access at NE 126th Avenue will be detoured to the interchange at NE 36th Street, as indicated on the map exhibit within the agreement. The detour will include local agency roads, specifically East 1st Street/NE 94th Avenue from I-35 to NE

38th Street; NE 126th Avenue from I-35 to U.S. 69; and NE 36th Street from U.S. 69 to I-35; and it requires an Agreement for DOT-initiated Detour of Primary Highways onto Local Roads.

On February 20, 2023, the City approved an agreement, as part of Resolution 2023-079, with the Iowa DOT for a DOT-initiated detour of primary highways onto local roads, and said agreement used NE 36th Street, between U.S. 69 and NE 29th Street, as the only City street on the detour. During the past two months, the Iowa DOT and City have determined it is necessary to provide a revised detour for the primary highway closure period. The revised detour is contemplated in the attached agreement.

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council adopt a Resolution authorizing the execution of an Agreement for DOT-Initiated Detour of Primary Highways onto Local Roads between the City of Ankeny and the Iowa Department of Transportation (Iowa DOT). Said agreement shall supersede the agreement previously approved by the City Council, as part of Resolution 2023-079, on February 20, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 20, 2023: The City Council approved an agreement, as part of Resolution 2023-079, with the Iowa DOT for a DOT-initiated detour of primary highways into local roads.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 DOT Agreement

RESOLUTION 2023-XXX

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH IOWA DEPARTMENT OF TRANSPORTATION FOR DOT-INITIATED DETOUR OF PRIMARY HIGHWAYS ONTO LOCAL ROADS

WHEREAS, the Iowa Department of Transportation (Iowa DOT) has determined the necessity to temporarily close the I-35 access at NE 126th Avenue for the purposes of construction; and

WHEREAS, on February 20, 2023, the City approved an agreement, as part of Resolution 2023-079, with the Iowa DOT for a DOT-initiated detour of primary highways onto local roads, and said agreement used NE 36th Street, between U.S. 69 and NE 29th Street, as the only City street on the detour; and

WHEREAS, the Iowa DOT and City have determined it is necessary to provide a revised detour for the primary highway closure period; and

WHEREAS, the City agrees to permit the use of local agency roads as a detour, more particularly described as follows:

East 1st Street/NE 94th Avenue from I-35 to NE 38th Street, and
NE 126th Avenue from I-35 to U.S. 69, and
NE 36th Street from U.S. 69 to I-35.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the Mayor and City Clerk should be and they are hereby authorized and empowered to execute the said agreement with the Iowa DOT for the DOT-Initiated Detour of Primary Highways onto Local Roads; and said agreement shall supersede the agreement previously approved by the City, as part of Resolution 2023-079, on February 20, 2023.

DATED at the City of Ankeny, Iowa, this 5th day of June, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

May 9, 2023

Ref: 2107
Project No.: IM-NHS-035-4(244)95--03-77
PIN No.: 21-79-146-020

Mark Mueller
Public Works Director
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Subject: I-35 PCC Pavement - Grade and New Project Detour Agreement with City of Ankeny

Dear Mark:

The Iowa Department of Transportation has scheduled a PCC Pavement - Grade and New project for I-35 from Ankeny to Huxley.

The ramps at the I-35 Elkhart interchange will need to be closed in order to complete the project. Construction will occur in calendar year 2023, and the closure is estimated to be from April 1 to September 15. During the project, I-35 traffic will be detoured as indicated on the enclosed map. This detour will include local agency roads and requires an Agreement for Use of Local Agency Roads as Detours.

If this is agreeable, please return a signed copy of the enclosed agreement. Upon receipt, the DOT portion will be completed, and a fully signed copy will be returned for your records.

If you have any questions, please contact me at 515-986-5471 or john.narigon@iowadot.us.

Sincerely,



John Narigon
District 1 South Area Engineer

AS
Enclosure
cc: Allison Smyth, IA DOT, District 1
File



AGREEMENT FOR DOT-INITIATED DETOUR OF PRIMARY HIGHWAYS ONTO LOCAL ROADS

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter known as the DOT; and the

City of Ankeny ☒ City Council
☐ County Board of Supervisors, hereinafter known as the Local Public Agency (LPA).

WHEREAS, the DOT, hereinafter known as DOT, has determined the necessity to temporarily close primary highway I-35
from I-35 to at NE 126th Interchange
for the purpose of construction, reconstruction, maintenance, natural disasters, or other emergencies that are 48 hours or longer (incident management temporary detours are covered under a separate detour agreement (Form 810076)); and

WHEREAS, it is necessary to provide a detour for the primary highway closure period; and

WHEREAS, the LPA agrees to permit the use of its roads as a detour, more particularly described as follows:

For the northbound ramps, NE 94th in Ankeny; for the southbound ramps on F-22 west to US 69 and on 36th St from US 69 to I-35;

; and

WHEREAS, Authorized representatives of both the DOT and the LPA have jointly inspected and documented the condition of the proposed detour to reasonably reflect the condition of the roadway base, surface, shoulders and bridges; and

WHEREAS, the DOT has reviewed and inspected the bridges on the detour, if applicable. The LPA ☒ will ☐ will not allow ☒ oversize and/or ☒ overweight loads. The DOT shall approve the routing of overweight vehicles on the detour route, up to the limits specified by the LPA; and

WHEREAS, the DOT agrees to perform the following pre-detour maintenance, if any: None
; and

WHEREAS, the DOT agrees to maintain the detour and provide all traffic control devices required by the Manual of Uniform Traffic Control Devices (MUTCD), as adopted by the DOT pursuant to 761 IAC 130, including the marking of no-passing zones during the period the local agency road(s) and structure(s) are being utilized as a primary road detour; and

WHEREAS, Prior to revocation of the detour, the DOT shall follow Iowa DOT Policy 600.05 for detour compensation of the LPA, and when requested by the LPA, either restore the local agency road to as good of condition as it was prior to its designation as a temporary primary road, or adequately compensate the local agency for excessive traffic or damage upon the local agency road during the period it was used as a temporary primary road, in accordance with Section 313.28 or Section 313.29 of the Iowa Code and Iowa DOT Policy 600.05; and

WHEREAS, The detour period is estimated to begin April 1, 2023 and end September 15, 2023 ; and
(date) (date)

WHEREAS, the parties agree to the following additional provisions, if any: None

NOW, THEREFORE, BE IT AGREED that the described road be used as a detour under stipulations outlined above.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed by proper officers thereunto duly authorized as of the dates below indicated.

District Engineer (or designee) Date
Iowa Department of Transportation

City representative Date

Printed name and title of city representative

County representative Date

Printed name and title of county representative

Detour Compensation Calculations

In Accordance with Iowa DOT Policy No. 600.05, Appendix A (Gas Tax Method)

Project Number: IM-NHS-035-4(244)95--03-77

Date Prepared: May 19, 2023

Local Agency: Ankeny

Prepared By: B. Adey

Calculation of Detoured Primary Highway Traffic Volume

Based on Iowa DOT Traffic Book data for the year: 2021

Description of Primary Highway Sections Detoured For Closure of NE 126th Interchange Ramps	Section Length (miles)	Cars AADT	Trucks AADT	Weighted Cars AADT	Weighted Trucks AADT
I-35 NB Ramps at NE 126th St	7.440	2231	279	1320	165
	1.060	2231	279	188	24
	0.970	2231	279	172	22
I-35 SB Ramps at NE 126th St	0.500	2335	285	93	11
	1.050	2335	285	195	24
	1.550	2335	285	288	35
				0	0
				0	0
				0	0
				0	0
Totals =	12.570			2256	281

Detour Description and Input

Route of Detour (county route or street names; beginning and ending points, approx. length of each segment):

See attached

Length of Detour (miles) = 3.57

Duration of Detour (days) = 168

Calculation of Detour Compensation

Average fuel efficiency for Cars (mpg) =	25.3
Average fuel efficiency for Trucks (mpg) =	7.6
Combined Gas Tax Factor for Cars (\$/gal) =	0.13
Combined Gas Tax Factor for Trucks (\$/gal) =	0.16
Gas Tax Income from Cars =	\$ 6,952.47
Gas Tax Income from Trucks =	\$ 3,548.05
Total Detour Compensation (Gas Tax Method) =	\$ 10,500.53



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** adopting and levying final schedule of assessments and providing for the payment thereof of the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

EXECUTIVE SUMMARY:

Construction on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project has been completed and the work was accepted by resolution of the council on May 15, 2023. Council also approved the ordering of preparation of final plat and schedule of assessments on May 15, 2023. The final plat and schedule of assessments is now complete and ready for adoption by council.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the resolution adopting and levying final schedule of assessments.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Final Assessment Plats & Schedule
 Resolution

FINAL ASSESSMENT PLATS & SCHEDULE

FOR

**NW 18TH STREET EXTENSION –
NW WEIGEL DRIVE TO NW SPRUCE DRIVE**

CITY OF ANKENY, IOWA

MAY 30, 2023



Prepared by:

*Civil Design Advantage
4121 NW Urbandale Drive
Urbandale, IA 50322*



FINAL ASSESSMENT PLATS & SCHEDULE

FOR

**NW 18TH STREET EXTENSION –
NW WEIGEL DRIVE TO NW SPRUCE DRIVE
CDA PROJECT NO. 20020.053**

CITY OF ANKENY, IOWA

MAY 30, 2023

Prepared by:

Civil Design Advantage
4121 NW Urbandale Drive
Urbandale, IA 50322

	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.
	 JOSHUA A. TRYGSTAD, P.E. <u>5/30/2023</u> DATE
	LICENSE NUMBER 19228 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024 PAGES OR SHEETS COVERED BY THIS SEAL: <u>ALL PAGES</u>

ASSESSMENT BENEFIT AREA AND METHODOLOGY

NW 18th STREET EXTENSION – NW WEIGEL DRIVE TO NW SPRUCE DRIVE

This improvement project involves construction on NW 18th Street commencing at the intersection of NW Spruce Drive and proceeding east approximately 3,800 feet to the NW Weigel Drive intersection.

The improvements on NW 18th Street include grading, subgrade treatment/preparation, modified subbase, storm sewer, longitudinal subdrain, sanitary sewer, water main, 41 feet back-to-back PCC paving with curb and gutter, sidewalk, erosion control, seeding, and street lighting. Refer to the Final Project Costs on pages 11 through 13.

The project costs include construction of those items listed above plus engineering, surveying, construction administration, construction observation, bond counsel fees, and expenses, as well as assessment document preparation and assistance.

METHOD OF ASSESSMENT AND BENEFITS

The assessable portion of the project is based on the construction of a 31 feet back-to-back PCC street pavement and includes excavation for the 100 feet right-of-way, longitudinal subdrains, modified subbase immediately below the pavement plus 3 feet on each side, and subgrade preparation immediately below the modified subbase. It also includes sidewalks, driveways, erosion control, seeding, and street lighting. Refer to Assessable Project Cost on Page 6.

The assessable project costs include construction of these items, assessment plats and schedule preparation, engineering, surveying, construction plans and observation, bond counsel fees and expenses, and publication expenses.

All properties within the City limits that are adjacent to the improvements, to a distance of the lesser of 300 feet from the improvements or half the distance to the next street, receive a special benefit. Public right-of-way is excluded from the assessable property, as it has been established for the common good of all.

Benefits the properties will receive include, but are not limited to, the increased value of the property due to the property's proximity to the project, reduced dust, improved traffic mobility, improved traffic safety, improved traffic access, improved emergency vehicle access, improved street lighting, improved pedestrian/bicycle access, improved utility corridor access, and improved drainage through the construction of storm sewers, curbs, and gutters to convey stormwater run-off. The driveway assessment is based on the area, in square yards, of the PCC driveway and Tons of rock driveway that is being constructed to serve each individual parcel.

The total assessable costs are spread among the properties on the basis of the special benefits conferred on those properties by the improvements. The benefit received by each property, and the subsequent assessment cost that is spread to the properties is based on a pro-rated share of the total assessable cost of the improvement. Said pro-rated amount is determined based on a benefit/point method based on the Flint Formula. The points are established as assessment distribution units with the percentage of the assessment per square foot of the property decreasing in 50-foot increments to a maximum depth of 300 feet. The assessment will be spread throughout the depth of the assessment district. The following table describes the benefits point method.

City of Ankeny – Assessment Benefit/Point Method	
From 0' to 50'	One point per square foot
From 50' to 100'	Declines to 0.5 points per square foot
From 100' to 150'	Declines to 0.25 points per square foot
From 150' to 200'	Declines to 0.125 points per square foot
From 200' to 250'	Declines to 0.0625 points per square foot
From 250' to 300'	Declines to 0.03125 points per square foot

The final assessment is equal to the lesser of the parcel assessment or 25% of the City Council valuation of the property. The Council valuation of the undeveloped properties is based on the total property valuation as determined by the City's property acquisition consultant, JCG Land Services, Inc. The Council valuation of the developed properties is based on the total property valuation as determined by the Polk County Assessor. This method of valuation is consistent with the method used by the City on previous special assessment projects. The final assessment amount for each individual parcel represents the maximum amount that can be assessed to that same parcel.

DESCRIPTION OF ASSESSMENT AREA

ASSESSMENT AREA BOUNDARY DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 8, A PART OF THE SOUTHWEST QUARTER OF SECTION 9, A PART OF THE NORTHWEST QUARTER OF SECTION 16, A PART OF THE NORTHEAST QUARTER OF SECTION 17, A PART OF LOT A, GROVE REDEVELOPMENT PLAT 1, AN OFFICIAL PLAT, LOTS 17 THROUGH 19, LOTS 33 THROUGH 35 AND A PART OF LOTS A, 16, 36 AND 65 OF THE GROVE PLAT 3, AN OFFICIAL PLAT, ALL BEING IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE NORTH $00^{\circ}20'27''$ EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 50.00 FEET; THENCE SOUTH $89^{\circ}39'26''$ EAST, 1312.58 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 8; THENCE NORTH $00^{\circ}24'57''$ EAST ALONG SAID EAST LINE, 300.00 FEET; THENCE SOUTH $89^{\circ}39'26''$ EAST, 439.45 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1550.00 FEET, WHOSE ARC LENGTH IS 286.91 FEET AND WHOSE CHORD BEARS SOUTH $84^{\circ}21'16''$ EAST, 286.51 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 850.00 FEET, WHOSE ARC LENGTH IS 314.78 FEET AND WHOSE CHORD BEARS SOUTH $89^{\circ}39'38''$ EAST, 312.98 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1550.00 FEET, WHOSE ARC LENGTH IS 272.10 FEET AND WHOSE CHORD BEARS NORTH $84^{\circ}45'34''$ EAST, 271.75 FEET; THENCE NORTH $89^{\circ}47'18''$ EAST, 1278.62 FEET TO THE WESTERLY RIGHT OF WAY LINE OF NW WEIGEL DRIVE; THENCE SOUTH $00^{\circ}22'19''$ WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 700.04 FEET; THENCE SOUTH $89^{\circ}47'18''$ WEST, 1274.10 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 850.00 FEET, WHOSE ARC LENGTH IS 146.61 FEET AND WHOSE CHORD BEARS SOUTH $84^{\circ}40'18''$ WEST, 146.43 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1550.00 FEET, WHOSE ARC LENGTH IS 574.01 FEET AND WHOSE CHORD BEARS NORTH $89^{\circ}39'38''$ WEST, 570.73 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 850.00 FEET, WHOSE ARC LENGTH IS 157.34 FEET AND WHOSE CHORD BEARS NORTH $84^{\circ}21'16''$ WEST, 157.12 FEET; THENCE NORTH $89^{\circ}39'26''$ WEST, 1719.66 FEET TO THE WEST LINE OF SAID THE GROVE PLAT 3; THENCE NORTH $00^{\circ}23'16''$ EAST ALONG SAID WEST LINE, 300.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF NW 18TH STREET; THENCE NORTH $89^{\circ}39'26''$ WEST ALONG SAID SOUTH RIGHT OF WAY LINE, 33.00 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 17; THENCE NORTH $00^{\circ}21'23''$ EAST ALONG SAID WEST LINE, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 53.48 ACRES (2,329,562 SQUARE FEET) MORE OR LESS.

NW 18TH STREET EXTENSION - NW WEIGEL DRIVE TO NW SPRUCE DRIVE
FINAL ASSESSMENT PLATS AND SCHEDULE
CITY OF ANKENY, IOWA
May 30, 2023

ASSESSABLE PROJECT COST:

ITEM NO.	SUDAS Item Code	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
DIVISION 2		EARTHWORK				
2.01	2010-C	CLEARING AND GRUBBING	LS	1	\$ 5,200.00	\$ 5,200.00
2.02	SPECIAL	LOCATING/REPAIR TILE LINES	STA	0	\$ 500.00	\$ -
2.03	2010-D-1	TOPSOIL, ONSITE	CY	11,500	\$ 5.00	\$ 57,500.00
2.04	2010-E	EXCAVATION, CLASS 10 (ON-SITE)	CY	11,800	\$ 2.50	\$ 29,500.00
2.05	SPECIAL	BELOW GRADE EXCAVATION (CORE OUT)	CY	157	\$ 10.00	\$ 1,570.00
2.06	2010-G	SUBGRADE PREPARATION, 12 IN. DEPTH	SY	14,641	\$ 3.00	\$ 43,923.00
2.07	2010-I	SUBBASE, MODIFIED	SY	15,857	\$ 10.00	\$ 158,570.00
2.08	2010-L	COMPACTION TESTING	LS	1	\$ 4,000.00	\$ 4,000.00
DIVISION 4		SEWERS AND DRAINS				
4.23	4040-A	SUBDRAIN, CORRUGATED PVC, 8 IN. DIA.	LF	7351	\$ 21.00	\$ 154,371.00
4.24	4040-C	SUBDRAIN CLEANOUT, TYPE B, 24 IN. DIA.	EA	3	\$ 1,470.00	\$ 4,410.00
4.25	4040-D	SUBDRAIN OUTLETS AND CONNECTIONS, RCP/INTK/MH, 8 IN. DIA.	EA	77	\$ 252.00	\$ 19,404.00
DIVISION 7		STREETS AND RELATED WORK				
7.01	7010-A	PAVEMENT, PCC, 9 IN., CLASS C-SUD MIX	SY	12975	\$ 51.25	\$ 664,968.75
7.02	7010-A	PAVEMENT, PCC, 8 IN., CLASS C-SUD MIX	SY	173	\$ 64.00	\$ 11,072.00
7.03	7010-A	PAVEMENT, PCC, 7 IN., CLASS C-SUD MIX	SY	370	\$ 53.00	\$ 19,610.00
7.04	7010-I	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 7,500.00	\$ 7,500.00
7.07	7030-A	SIDEWALK, PCC, 5 IN.	SY	3036	\$ 36.25	\$ 110,055.00
7.08	7030-E	SIDEWALK, PCC, 6 IN.	SY	109	\$ 100.00	\$ 10,900.00
7.09	7030-G	DETECTABLE WARNING	SF	126	\$ 55.00	\$ 6,930.00
7.10	7030-H-1	DRIVEWAY, PCC, 6 IN.	SY	127	\$ 98.00	\$ 12,446.00
7.11	7030-H-2	DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	27	\$ 60.00	\$ 1,620.00
DIVISION 8		TRAFFIC CONTROL AND SIGNALIZATION				
8.01	8020-B	PAINTED PAVEMENT MARKINGS, WATERBORNE	STA	5.00	\$ 210.00	\$ 1,050.00
8.02	8020-C	PAINTED PAVEMENT MARKINGS, DURABLE	STA	28.30	\$ 65.00	\$ 1,839.50
8.03	8020-G	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	1	\$ 130.00	\$ 130.00
8.04	8020-M	GROOVES CUT FOR PAVEMENT MARKINGS	STA	28.30	\$ 35.00	\$ 990.50
8.05	8020-N	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	1	\$ 105.00	\$ 105.00
8.06	8030-A	TEMPORARY TRAFFIC CONTROL	LS	0.36	\$ 6,500.00	\$ 2,340.00
DIVISION 9		SITE WORK AND LANDSCAPING				
9.01	9010-108-A-0	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE 1	AC	11.40	\$ 1,260.00	\$ 14,364.00
9.02	9010-108-A-0	CONVENTIONAL SEEDING, SEEDING, FERT., TYPE 4 (TEMP SEEDING)	AC	16.16	\$ 100.00	\$ 1,616.00
9.03	9010-108-B-0	HYDRAULIC MULCHING (BFM)	AC	13.60	\$ 2,000.00	\$ 27,200.00
9.04	9040-108-D-1	FILTER SOCKS, 12 IN.	LF	375	\$ 2.50	\$ 937.50
9.05	9040-108-D-2	FILTER SOCKS, REMOVAL	LF	0	\$ 0.50	\$ -
9.06	9040-J-0	RIP RAP, CLASS E	TON	0	\$ 76.50	\$ -
9.07	9040-N-1	SILT FENCE	LF	494	\$ 1.50	\$ 741.00
9.08	9040-N-3	SILT FENCE, REMOVAL OF DEVICE	LF	494	\$ 0.10	\$ 49.40
9.09	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE	TONS	652	\$ 40.00	\$ 26,080.00
9.10	9040-Q-1	EROSION CONTROL MULCHING, STRAW	AC	4.00	\$ 500.00	\$ 2,000.00
DIVISION 11		MISCELLANEOUS				
11.01	11020-A	MOBILIZATION	LS	0.36	\$ 140,000.00	\$ 50,400.00
11.03	11050-A	CONCRETE WASHOUT	EA	2	\$ 7,500.00	\$ 15,000.00
DIVISION 12		CHANGE ORDER ITEMS				
12.06	SPECIAL	SUBGRADE TREATMENT, GEOGRID	SY	4,337	\$ 4.50	\$ 19,516.50
CONSTRUCTION TOTAL COST						\$ 1,487,909.15
DRIVEWAY IMPROVEMENTS: TOTAL ASSESSABLE COSTS						\$ 14,066.00
ROADWAY CONSTRUCTION ITEMS						\$ 1,473,843.15
STREET LIGHTING						\$ 158,345.51
ENGINEERING/SURVEYING SERVICES						\$ 219,976.72
BOND COUNSEL FEES AND EXPENSES; PUBLICATION EXPENSE						\$ 14,125.00
ASSESSMENT DOCUMENT PREPARATION AND ASSISTANCE						\$ 18,420.00
ROADWAY IMPROVEMENT: TOTAL ASSESSABLE COSTS						\$ 1,884,710.38
REDUCTION IN ASSESSABLE COST DUE TO PARCEL 1 NOT BEING IN CITY OF ANKENY CORPORATE LIMITS						\$ -329,246.31
TOTAL ASSESSABLE COSTS						\$ 1,569,530.07

FINAL ASSESSMENT SCHEDULE
NW 18TH STREET EXTENSION - NW WEIGEL DRIVE TO NW SPRUCE DRIVE
May 30, 2023

PARCEL NO.	POLK COUNTY PARCEL ID	OWNER(S) OF RECORD	MAILING ADDRESS OF TITLE HOLDER	LEGAL DESCRIPTION	ZONE	CLASS	PARCEL AREA	PARCEL VALUATION	PARCEL FRONTAGE (LF)	PCC DRIVEWAY (SY)	GRANULAR DRIVEWAY (TON)	DRIVEWAY COSTS	% COSTS OF ROADWAY IMPROVEMENTS FROM DISTRIBUTION OF POINTS ①	ROADWAY IMPROVEMENT COSTS ②	TOTAL ASSESSABLE COST ③	25% OF PARCEL VALUATION	DEFICIENCY	PETITION / WAIVER	TOTAL MAXIMUM FINAL ASSESSMENT ④	% OF TOTAL PROJECT COST ⑤	NOTES
1***	180/00124-001-001	WILLIAM KIMBERLEY DEVELOPMENT CORP	2785 N ANKENY BLVD, STE 22 ANKENY, IA 50023										17.47%	\$ 329,246				NO		0%	A)
2***	181/00002-002-920	TJL INVESTMENTS LLC DNF LLC	1360 NW 121ST ST CLIVE, IA 50325	SEE EXHIBIT A	R-1	Ag	27.768 AC	\$ 833,040	655.55				8.72%	\$ 164,393	\$ 164,393	\$ 208,260	\$ -	NO	\$ 164,393	3.02%	B)
3	181/00002-002-659	DAN C. JURY BEVERLY A. JURY	2110 NW 10TH ST ANKENY, IA 50023-1214	SEE EXHIBIT A	R-1	Res.	3.167 AC	\$ 196,800	412.3	100		\$ 9,800	5.49%	\$ 103,523	\$ 113,323	\$ 49,200	\$ 64,123	NO	\$ 49,200	0.90%	C)
4***	181/00002-002-915	DANNY C. JURY	2110 NW 10TH ST ANKENY, IA 50023	SEE EXHIBIT A	R-1	Ag	27.768 AC	\$ 916,344	248.67				3.32%	\$ 62,540	\$ 62,540	\$ 229,086	\$ -	NO	\$ 62,540	1.15%	B)
5	181/00002-002-684	SCS ANKENY, LLC	760 W MAIN ST BARRINGTON, IL 60010	SEE EXHIBIT A	R-1	Ag	37.290 AC	\$ 1,230,570	1288.7	27	27	\$ 4,266	16.94%	\$ 319,358	\$ 323,624	\$ 307,643	\$ 15,982	NO	\$ 307,643	5.65%	B), C)
6-1 TO 6-73	SEE PAGES 8 TO 10	GROVE LANDING DEVELOPMENT, LLC HAPPE HOMES, LLC GREENLAND HOMES, INC.	110 SE GRANT ST, STE 101 ANKENY, IA 50021 2575 N ANKENY BLVD, STE 211 ANKENY, IA 50023 1202 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	R-1	Res.	120.116 AC	\$ 3,603,480	2606.47				34.48%	\$ 649,851	\$ 649,851	\$ 900,870	\$ -	NO	\$ 649,851	11.93%	E)
7	181/18475-280-019	JORDAN RIES-WANDREY	2503 NE OAK DR UNIT 2 ANKENY, IA 50021	SEE EXHIBIT A	R-3	Res.	13195 SF	\$ 313,191	124.94				0.45%	\$ 8,399	\$ 8,399	\$ 78,298	\$ -	YES	\$ 8,399	0.15%	D)
8	181/18475-280-065	ANKENY COMMUNITY SCHOOL DISTRICT	306 SW SCHOOL ST ANKENY, IA 50023-3033	SEE EXHIBIT A	R-3	School	15.228 AC	\$ 1,593,110	894.45				11.90%	\$ 224,331	\$ 224,331	\$ 398,278	\$ -	YES	\$ 224,331	4.12%	
9	181/18475-280-033	MICHAEL HATFIELD CHRISTINA HATFIELD	1706 NW SPRUCE DR ANKENY IA 50023	SEE EXHIBIT A	R-3	Res.	13580 SF	\$ 290,900	130.04				0.46%	\$ 8,647	\$ 8,647	\$ 72,725	\$ -	YES	\$ 8,647	0.16%	D)
10	181/18475-280-034	ANGELA J HARLOW LEO S HARLOW	1702 NW SPRUCE DR ANKENY IA 50023	SEE EXHIBIT A	R-3	Res.	9490 SF	\$ 291,412	130.09				0.26%	\$ 4,921	\$ 4,921	\$ 72,853	\$ -	YES	\$ 4,921	0.09%	
11	181/18475-280-035	KYLE T HARTZELL TESS E HARTZELL	1612 NW SPRUCE DR ANKENY IA 50023	SEE EXHIBIT A	R-3	Res.	9490 SF	\$ 278,000	130.12				0.10%	\$ 1,970	\$ 1,970	\$ 69,500	\$ -	YES	\$ 1,970	0.04%	
12	181/18475-280-036	CARRIE PHELPS	1608 NW SPRUCE DR ANKENY IA 50023	SEE EXHIBIT A	R-3	Res.	9490 SF	\$ 285,400	130.15				0.03%	\$ 514	\$ 514	\$ 71,350	\$ -	YES	\$ 514	0.01%	
13	181/18475-280-018	CHRISTOPHER L GUENTHER NICHOLE R WHITE	1703 NW ABBIE DR ANKENY, IA 50023	SEE EXHIBIT A	R-3	Res.	9252 SF	\$ 281,705	124.91				0.25%	\$ 4,711	\$ 4,711	\$ 70,426	\$ -	YES	\$ 4,711	0.09%	
14	181/18475-280-017	GREGORY SULLIVAN	1621 NW ABBIE DR ANKENY IA 50023	SEE EXHIBIT A	R-3	Res.	9252 SF	\$ 303,624	124.87				0.10%	\$ 1,844	\$ 1,844	\$ 75,906	\$ -	YES	\$ 1,844	0.03%	
15	181/18475-280-016	MATTIAS C FISER ELEANOR E FISER	1617 NW ABBIE DR ANKENY IA 50023	SEE EXHIBIT A	R-3	Res.	9252 SF	\$ 306,600	124.82				0.02%	\$ 461	\$ 461	\$ 76,650	\$ -	YES	\$ 461	0.01%	
ASSESSMENT TOTALS =										127	27	\$ 14,066	100.00%	\$ 1,884,710	\$ 1,569,530		\$ 80,104		\$ 1,489,426	27.34%	

- ① PARCEL ASSESSMENT POINTS ÷ OVERALL TOTAL ASSESSMENT POINTS
- ② % COSTS OF ROADWAY IMPROVEMENTS × ROADWAY IMPROVEMENT ASSESSABLE COST

Roadway Improvement Assessable Cost = \$ 1,884,710

Driveway Improvement Assessable Cost = \$ 14,066

Reduction in Assessable Cost due to Parcel 1 = \$ -329,246

Total Assessable Cost = \$ 1,569,530

Total Project Cost = \$ 5,448,099
- ③ DRIVEWAY COSTS + ROADWAY IMPROVEMENT COSTS
- ④ TOTAL ASSESSABLE COST - DEFICIENCY
- ⑤ TOTAL MAXIMUM FINAL ASSESSMENT ÷ TOTAL PROJECT COST

TOTAL AMOUNT OF PROJECT ASSESSMENT FUNDING = \$ 1,489,426
TOTAL PERCENTAGE OF ASSESSMENT FUNDING = 27.34%
TOTAL AMOUNT OF CITY FUNDING = \$ 3,958,673
TOTAL PERCENTAGE OF CITY FUNDING = 72.66%

NOTES:

- A) Parcel 1 is not currently in the City of Ankeny Corporate limits, so the parcel cannot be assessed for this proposed project. However for the purposes of the assessment calculations, Parcel 1 was assumed to be included in the special assessment district. The City of Ankeny will be paying the roadway improvement costs attributed to Parcel 1.
- B) Parcels classified as "Ag" by Polk County Assessor may request Agricultural deferral of assessments, meaning that annual special assessment payments do not need to be made unless and until the property is developed. Change of Classification of Use from Agricultural would allow assessment recovery over the remainder of life of the assessment district.
- C) When a private improvement is constructed on a lot subject to a deficiency, during the period of amortization, the City Council shall, by resolution, assess a pro rata portion of the deficiency on that lot, in the same proportion to the total deficiency on that lot as the number of future installments of special assessments remaining to be paid is to the total number of installments of assessments for the project, subject to the twenty-five percent limitation of Iowa Code Section 384.62.
- D) The final assessments for Parcels 7 & 9 were reduced due to the parcels not having direct access to NW 18th Street.
- E) Parcel 6 in the Preliminary Assessment Plats and Schedule has been subdivided. Parcel 6-1 - 6-73 are now part of this original Parcel 6.

*** In the Preliminary Assessment Plats and Schedule, Parcels 1, 2, and 4 had different Parcel ID's as listed below
- Parcel 1: 180/00124-001-000
- Parcel 2: 181/00002-002-908
- Parcel 4: 181/00002-002-907

Parcel 6 - Final Assessment Subschedule														
Report	PARCEL	POLK COUNTY PARCEL ID	OWNER(S) OF RECORD	MAILING ADDRESS OIF TITLE HOLDER	LEGAL DESCRIPTION	SF	AC	PARCEL VALUATION	% PARCEL 6	% OF ROADWAY IMPROVEMENT COSTS	TOTAL ASSESSMENT COSTS	25% OF VALUATION	DEFICIENCY	Total Assessable Cost
Final Assessment	6	N/A				777566.43	17.850		100.00%					\$ 649,851
Final Assessment sub-parcels	6-1	181/00014-071-060	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	14142.19	0.325	\$ 48,791	1.82%	0.63%	\$ 11,819	\$ 12,198	\$ -	\$ 11,819
	6-2	181/00014-071-059	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	22578.92	0.518	\$ 77,897	2.90%	1.00%	\$ 18,870	\$ 19,474	\$ -	\$ 18,870
	6-3	181/00014-071-055	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	23741.76	0.545	\$ 81,909	3.05%	1.05%	\$ 19,842	\$ 20,477	\$ -	\$ 19,842
	6-4	181/00014-071-056	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	15300.36	0.351	\$ 52,786	1.97%	0.68%	\$ 12,787	\$ 13,197	\$ -	\$ 12,787
	6-5	181/00014-071-057	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	13832.74	0.318	\$ 47,723	1.78%	0.61%	\$ 11,561	\$ 11,931	\$ -	\$ 11,561
	6-6	181/00014-071-058	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	21572.53	0.495	\$ 74,425	2.77%	0.96%	\$ 18,029	\$ 18,606	\$ -	\$ 18,029
	6-7	181/00014-071-035	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	18363.01	0.422	\$ 63,352	2.36%	0.81%	\$ 15,347	\$ 15,838	\$ -	\$ 15,347
	6-8	181/00014-071-036	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	10452.00	0.240	\$ 36,059	1.34%	0.46%	\$ 8,735	\$ 9,015	\$ -	\$ 8,735
	6-9	181/00014-071-037	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	10633.44	0.244	\$ 36,685	1.37%	0.47%	\$ 8,887	\$ 9,171	\$ -	\$ 8,887
	6-10	181/00014-071-038	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	10750.57	0.247	\$ 37,089	1.38%	0.48%	\$ 8,985	\$ 9,272	\$ -	\$ 8,985
	6-11	181/00014-071-039	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	10842.05	0.249	\$ 37,405	1.39%	0.48%	\$ 9,061	\$ 9,351	\$ -	\$ 9,061
	6-12	181/00014-071-040	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	10909.36	0.250	\$ 37,637	1.40%	0.48%	\$ 9,118	\$ 9,409	\$ -	\$ 9,118
	6-13	181/00014-071-041	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	10953.39	0.251	\$ 37,789	1.41%	0.49%	\$ 9,154	\$ 9,447	\$ -	\$ 9,154
	6-14	181/00014-071-042	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	10974.48	0.252	\$ 37,862	1.41%	0.49%	\$ 9,172	\$ 9,465	\$ -	\$ 9,172
	6-15	181/00014-071-043	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	10972.41	0.252	\$ 37,855	1.41%	0.49%	\$ 9,170	\$ 9,464	\$ -	\$ 9,170
	6-16	181/00014-071-044	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	10642.86	0.244	\$ 36,718	1.37%	0.47%	\$ 8,895	\$ 9,179	\$ -	\$ 8,895
	6-17	181/00014-170-001	HAPPE HOMES, LLC	2575 N ANKENY BLVD, STE 211 ANKENY, IA 50023	SEE EXHIBIT A	11032.49	0.253	\$ 38,062	1.42%	0.49%	\$ 9,220	\$ 9,516	\$ -	\$ 9,220
	6-18	181/00014-170-002	HAPPE HOMES, LLC	2575 N ANKENY BLVD, STE 211 ANKENY, IA 50023	SEE EXHIBIT A	20966.40	0.481	\$ 72,334	2.70%	0.93%	\$ 17,523	\$ 18,084	\$ -	\$ 17,523
	6-19	181/00014-170-021	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	19873.07	0.456	\$ 68,562	2.56%	0.88%	\$ 16,609	\$ 17,141	\$ -	\$ 16,609
	6-20	181/00014-170-022	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	9692.34	0.223	\$ 33,439	1.25%	0.43%	\$ 8,100	\$ 8,360	\$ -	\$ 8,100
	6-21	181/00014-170-081	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	8911.99	0.205	\$ 30,746	1.15%	0.40%	\$ 7,448	\$ 7,687	\$ -	\$ 7,448
	6-22	181/00014-170-082	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	8924.91	0.205	\$ 30,791	1.15%	0.40%	\$ 7,459	\$ 7,698	\$ -	\$ 7,459
	6-23	181/00014-170-083	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	8940.84	0.205	\$ 30,846	1.15%	0.40%	\$ 7,472	\$ 7,711	\$ -	\$ 7,472
	6-24	181/00014-170-084	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	8956.77	0.206	\$ 30,901	1.15%	0.40%	\$ 7,486	\$ 7,725	\$ -	\$ 7,486
	6-25	181/00014-170-085	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	8972.70	0.206	\$ 30,956	1.15%	0.40%	\$ 7,499	\$ 7,739	\$ -	\$ 7,499
	6-26	181/00014-170-086	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	8988.62	0.206	\$ 31,011	1.16%	0.40%	\$ 7,512	\$ 7,753	\$ -	\$ 7,512
	6-27	181/00014-170-087	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	9004.55	0.207	\$ 31,066	1.16%	0.40%	\$ 7,526	\$ 7,766	\$ -	\$ 7,526
	6-28	181/00014-170-088	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	9020.48	0.207	\$ 31,121	1.16%	0.40%	\$ 7,539	\$ 7,780	\$ -	\$ 7,539
	6-29	181/00014-170-089	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	18501.59	0.425	\$ 63,830	2.38%	0.82%	\$ 15,463	\$ 15,958	\$ -	\$ 15,463
	6-30	181/00014-170-109	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	18712.61	0.430	\$ 64,558	2.41%	0.83%	\$ 15,639	\$ 16,140	\$ -	\$ 15,639
	6-31	181/00014-170-110	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	9101.84	0.209	\$ 31,401	1.17%	0.40%	\$ 7,607	\$ 7,850	\$ -	\$ 7,607
	6-32	181/00014-170-111	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	9117.77	0.209	\$ 31,456	1.17%	0.40%	\$ 7,620	\$ 7,864	\$ -	\$ 7,620
	6-33	181/00014-170-112	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	9133.70	0.210	\$ 31,511	1.17%	0.41%	\$ 7,633	\$ 7,878	\$ -	\$ 7,633
	6-34	181/00014-170-113	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	10083.84	0.231	\$ 34,789	1.30%	0.45%	\$ 8,428	\$ 8,697	\$ -	\$ 8,428

Parcel 6 - Final Assessment Subschedule														
Report	PARCEL	POLK COUNTY PARCEL ID	OWNER(S) OF RECORD	MAILING ADDRESS OIF TITLE HOLDER	LEGAL DESCRIPTION	SF	AC	PARCEL VALUATION	% PARCEL 6	% OF ROADWAY IMPROVEMENT COSTS	TOTAL ASSESSMENT COSTS	25% OF VALUATION	DEFICIENCY	Total Assessable Cost
Final Assessment	6	N/A				777566.43	17.850		100.00%					\$ 649,851
Final Assessment sub-parcels	6-35	181/00014-170-114	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	8356.11	0.192	\$ 28,829	1.07%	0.37%	\$ 6,984	\$ 7,207	\$ -	\$ 6,984
	6-36	181/00014-170-115	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	12003.14	0.276	\$ 41,411	1.54%	0.53%	\$ 10,032	\$ 10,353	\$ -	\$ 10,032
	6-37	181/00014-170-116	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	13127.40	0.301	\$ 45,290	1.69%	0.58%	\$ 10,971	\$ 11,322	\$ -	\$ 10,971
	6-38	181/00014-170-117	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	8793.00	0.202	\$ 30,336	1.13%	0.39%	\$ 7,349	\$ 7,584	\$ -	\$ 7,349
	6-39	181/00014-170-136	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	27547.95	0.632	\$ 95,040	3.54%	1.22%	\$ 23,023	\$ 23,760	\$ -	\$ 23,023
	6-40	181/00014-170-118	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	10389.25	0.239	\$ 35,843	1.34%	0.46%	\$ 8,683	\$ 8,961	\$ -	\$ 8,683
	6-41	181/00014-170-119	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	6110.25	0.140	\$ 21,080	0.79%	0.27%	\$ 5,107	\$ 5,270	\$ -	\$ 5,107
	6-42	181/00014-170-120	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	7203.29	0.165	\$ 24,851	0.93%	0.32%	\$ 6,020	\$ 6,213	\$ -	\$ 6,020
	6-43	181/00014-170-121	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	5861.44	0.135	\$ 20,222	0.75%	0.26%	\$ 4,899	\$ 5,055	\$ -	\$ 4,899
	6-44	181/00014-170-122	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	5877.37	0.135	\$ 20,277	0.76%	0.26%	\$ 4,912	\$ 5,069	\$ -	\$ 4,912
	6-45	181/00014-170-123	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	5893.30	0.135	\$ 20,332	0.76%	0.26%	\$ 4,925	\$ 5,083	\$ -	\$ 4,925
	6-46	181/00014-170-124	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	13492.16	0.310	\$ 46,548	1.74%	0.60%	\$ 11,276	\$ 11,637	\$ -	\$ 11,276
	6-47	181/00014-170-098	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	12815.48	0.294	\$ 44,213	1.65%	0.57%	\$ 10,711	\$ 11,053	\$ -	\$ 10,711
	6-48	181/00014-170-097	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	5979.82	0.137	\$ 20,630	0.77%	0.27%	\$ 4,998	\$ 5,158	\$ -	\$ 4,998
	6-49	181/00014-170-096	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	5995.75	0.138	\$ 20,685	0.77%	0.27%	\$ 5,011	\$ 5,171	\$ -	\$ 5,011
	6-50	181/00014-170-095	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	6011.68	0.138	\$ 20,740	0.77%	0.27%	\$ 5,024	\$ 5,185	\$ -	\$ 5,024
	6-51	181/00014-170-094	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	6027.61	0.138	\$ 20,795	0.78%	0.27%	\$ 5,038	\$ 5,199	\$ -	\$ 5,038
	6-52	181/00014-170-093	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	6043.54	0.139	\$ 20,850	0.78%	0.27%	\$ 5,051	\$ 5,213	\$ -	\$ 5,051
	6-53	181/00014-170-092	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	6059.47	0.139	\$ 20,905	0.78%	0.27%	\$ 5,064	\$ 5,226	\$ -	\$ 5,064
	6-54	181/00014-170-091	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	6075.40	0.139	\$ 20,960	0.78%	0.27%	\$ 5,078	\$ 5,240	\$ -	\$ 5,078
	6-55	181/00014-170-090	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	6089.29	0.140	\$ 21,008	0.78%	0.27%	\$ 5,089	\$ 5,252	\$ -	\$ 5,089
	6-56	181/00014-170-024	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	6657.16	0.153	\$ 22,967	0.86%	0.30%	\$ 5,564	\$ 5,742	\$ -	\$ 5,564
	6-57	181/00014-170-023	GREENLAND HOMES, INC.	1201 SW STATE ST, STE 105 ANKENY, IA 50023	SEE EXHIBIT A	13804.33	0.317	\$ 47,625	1.78%	0.61%	\$ 11,537	\$ 11,906	\$ -	\$ 11,537
	6-58	181/00014-170-004	HAPPE HOMES, LLC	2575 N ANKENY BLVD, STE 211 ANKENY, IA 50023	SEE EXHIBIT A	14863.09	0.341	\$ 51,278	1.91%	0.66%	\$ 12,422	\$ 12,819	\$ -	\$ 12,422
	6-59	181/00014-170-003	HAPPE HOMES, LLC	2575 N ANKENY BLVD, STE 211 ANKENY, IA 50023	SEE EXHIBIT A	7416.48	0.170	\$ 25,587	0.95%	0.33%	\$ 6,198	\$ 6,397	\$ -	\$ 6,198
	6-60	181/00014-071-054	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	7022.20	0.161	\$ 24,227	0.90%	0.31%	\$ 5,869	\$ 6,057	\$ -	\$ 5,869
	6-61	181/00014-071-053	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	6994.87	0.161	\$ 24,132	0.90%	0.31%	\$ 5,846	\$ 6,033	\$ -	\$ 5,846
	6-62	181/00014-071-052	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	6921.14	0.159	\$ 23,878	0.89%	0.31%	\$ 5,784	\$ 5,969	\$ -	\$ 5,784
	6-63	181/00014-071-051	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	6901.18	0.158	\$ 23,809	0.89%	0.31%	\$ 5,768	\$ 5,952	\$ -	\$ 5,768
	6-64	181/00014-071-050	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	6942.64	0.159	\$ 23,952	0.89%	0.31%	\$ 5,802	\$ 5,988	\$ -	\$ 5,802
	6-65	181/00014-071-049	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	7037.25	0.162	\$ 24,279	0.91%	0.31%	\$ 5,881	\$ 6,070	\$ -	\$ 5,881
	6-66	181/00014-071-048	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	7189.19	0.165	\$ 24,803	0.92%	0.32%	\$ 6,008	\$ 6,201	\$ -	\$ 6,008
	6-67	181/00014-071-047	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	7401.00	0.170	\$ 25,533	0.95%	0.33%	\$ 6,185	\$ 6,383	\$ -	\$ 6,185

Parcel 6 - Final Assessment Subschedule														
Report	PARCEL	POLK COUNTY PARCEL ID	OWNER(S) OF RECORD	MAILING ADDRESS OIF TITLE HOLDER	LEGAL DESCRIPTION	SF	AC	PARCEL VALUATION	% PARCEL 6	% OF ROADWAY IMPROVEMENT COSTS	TOTAL ASSESSMENT COSTS	25% OF VALUATION	DEFICIENCY	Total Assessable Cost
Final Assessment	6	N/A				777566.43	17.850		100.00%					\$ 649,851
Final Assessment sub-parcels	6-68	181/00014-071-046	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	7668.56	0.176	\$ 26,457	0.99%	0.34%	\$ 6,409	\$ 6,614	\$ -	\$ 6,409
	6-69	181/00014-071-045	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	13298.69	0.305	\$ 45,880	1.71%	0.59%	\$ 11,114	\$ 11,470	\$ -	\$ 11,114
	6-70	181/00017-071-089	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	17575.09	0.403	\$ 60,634	2.26%	0.78%	\$ 14,688	\$ 15,159	\$ -	\$ 14,688
	6-71	181/00014-071-090	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	1625.18	0.037	\$ 5,607	0.21%	0.07%	\$ 1,358	\$ 1,402	\$ -	\$ 1,358
	6-72	181/00014-071-075	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	1506.42	0.035	\$ 5,197	0.19%	0.07%	\$ 1,259	\$ 1,299	\$ -	\$ 1,259
	6-73	181/00014-071-074	GROVE LANDING DEVELOPMENT, LLC	110 SE GRANT ST, STE 101 ANKENY, IA 50021	SEE EXHIBIT A	16390.69	0.376	\$ 56,548	2.11%	0.73%	\$ 13,699	\$ 14,137	\$ -	\$ 13,699
		TOTAL, =				777566.43	17.850		100%					\$ 649,851

Final Project Costs
NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive

Ankeny, Iowa

May 30, 2023

- Division 1 = Assessment Quantities and Costs
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Item No.	SUDAS or IDOT No.	Item	Unit	Division 1 Quantity	Division 2 Quantity	Total Quantity	Unit Price	Division 1 Price	Division 2 Price	Total Price
DIVISION 2		EARTHWORK								
2.01	2010-C	CLEARING AND GRUBBING	LS	1	-	1	\$ 5,200.00	\$ 5,200.00	\$ -	\$ 5,200.00
2.02	SPECIAL	LOCATING/REPAIR TILE LINES	STA	-	-	0	\$ 500.00	\$ -	\$ -	\$ -
2.03	2010-D-1	TOPSOIL, ON-SITE	CY	11,500	-	11,500	\$ 5.00	\$ 57,500.00	\$ -	\$ 57,500.00
2.04	2010-E	EXCAVATION, CLASS 10 (ON-SITE)	CY	11,800	-	11,800	\$ 2.50	\$ 29,500.00	\$ -	\$ 29,500.00
2.05	SPECIAL	BELOW GRADE EXCAVATION (CORE OUT)	CY	157	-	157	\$ 10.00	\$ 1,570.00	\$ -	\$ 1,570.00
2.06	2010-G	SUBGRADE PREPARATION, 12 IN. DEPTH	SY	14,641	6,521	21,162	\$ 3.00	\$ 43,923.00	\$ 19,563.00	\$ 63,486.00
2.07	2010-I	SUBBASE, MODIFIED	SY	15,857	6,509	22,366	\$ 10.00	\$ 158,570.00	\$ 65,090.00	\$ 223,660.00
2.08	2010-L	COMPACTION TESTING	LS	1	-	1	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00
DIVISION 3		TRENCH AND TRENCHLESS CONSTRUCTION								
3.01	3010-F	TRENCH COMPACTION TESTING	LS	-	1	1	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 20,000.00
3.02	SPECIAL	SETTLEMENT PLATES	EA	-	12	12	\$ 4,805.00	\$ -	\$ 57,660.00	\$ 57,660.00
DIVISION 4		SEWERS AND DRAINS								
4.01	4010-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	-	138	138	\$ 144.00	\$ -	\$ 19,872.00	\$ 19,872.00
4.02	4010-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 15 IN. DIA.	LF	-	1,796	1,796	\$ 160.00	\$ -	\$ 287,360.00	\$ 287,360.00
4.03	4010-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 8 IN. DIA.	LF	-	224	224	\$ 181.75	\$ -	\$ 40,712.00	\$ 40,712.00
4.04	4010-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 18 IN. DIA.	LF	-	1,137	1,137	\$ 265.25	\$ -	\$ 301,589.25	\$ 301,589.25
4.05	4010-E	SANITARY SEWER SERVICE, DIP, 6" DIA.	LF	-	40	40	\$ 110.75	\$ -	\$ 4,430.00	\$ 4,430.00
4.06	4010-I	SANITARY SEWER CLEANOUT	EA	-	7	7	\$ 4,200.00	\$ -	\$ 29,400.00	\$ 29,400.00
4.07	4020-A-1	STORM SEWER, TRENCHED, HDPE, 6 IN. DIA.	LF	-	-	0	\$ 42.00	\$ -	\$ -	\$ -
4.08	4020-A-1	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	-	1,330	1,330	\$ 61.00	\$ -	\$ 81,130.00	\$ 81,130.00
4.09	4020-A-1	STORM SEWER, TRENCHED, RCP, 18 IN. DIA.	LF	-	37	37	\$ 68.50	\$ -	\$ 2,534.50	\$ 2,534.50
4.10	4020-A-1	STORM SEWER, TRENCHED, RCP, 24 IN. DIA.	LF	-	580	580	\$ 84.00	\$ -	\$ 48,720.00	\$ 48,720.00
4.11	4020-A-1	STORM SEWER, TRENCHED, RCP, 30 IN. DIA.	LF	-	1,664	1,664	\$ 110.25	\$ -	\$ 183,456.00	\$ 183,456.00
4.12	4020-A-1	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	-	810	810	\$ 136.50	\$ -	\$ 110,565.00	\$ 110,565.00
4.13	4020-A-1	STORM SEWER, TRENCHED, RCP, 42 IN. DIA.	LF	-	43	43	\$ 200.00	\$ -	\$ 8,600.00	\$ 8,600.00
4.14	4020-D	REMOVAL OF STORM SEWER, RCP, 36 IN. DIA. OR LESS	LF	-	122	122	\$ 27.25	\$ -	\$ 3,324.50	\$ 3,324.50
4.15	4020-D	REMOVAL OF STORM SEWER, RCP, 42 IN. DIA.	LF	-	57	57	\$ 36.00	\$ -	\$ 2,052.00	\$ 2,052.00
4.16	4030-B	PIPE APRON, RCP, 15 IN. DIA.	EA	-	2	2	\$ 1,155.00	\$ -	\$ 2,310.00	\$ 2,310.00
4.17	4030-B	PIPE APRON, RCP, 24 IN. DIA.	EA	-	3	3	\$ 1,365.00	\$ -	\$ 4,095.00	\$ 4,095.00
4.18	4030-B	PIPE APRON, RCP, 42 IN. DIA.	EA	-	1	1	\$ 2,625.00	\$ -	\$ 2,625.00	\$ 2,625.00
4.19	4030-C	FOOTING FOR CONCRETE APRON, RCP, 15 IN. DIA.	EA	-	2	2	\$ 604.00	\$ -	\$ 1,208.00	\$ 1,208.00
4.20	4030-C	FOOTING FOR CONCRETE APRON, RCP, 24 IN. DIA.	EA	-	3	3	\$ 662.00	\$ -	\$ 1,986.00	\$ 1,986.00
4.21	4030-C	FOOTING FOR CONCRETE APRON, RCP, 42 IN. DIA.	EA	-	1	1	\$ 977.00	\$ -	\$ 977.00	\$ 977.00
4.22	4030-D	PIPE APRON GUARD	EA	-	5	5	\$ 1,155.00	\$ -	\$ 5,775.00	\$ 5,775.00
4.23	4040-A	SUBDRAIN, CORRUGATED PVC, 8 IN. DIA.	LF	7,351	-	7,351	\$ 21.00	\$ 154,371.00	\$ -	\$ 154,371.00
4.24	4040-C	SUBDRAIN CLEANOUT, TYPE B, 24 IN. DIA.	EA	3	-	3	\$ 1,470.00	\$ 4,410.00	\$ -	\$ 4,410.00
4.25	4040-D	SUBDRAIN OUTLETS AND CONNECTIONS, RCP/INTK/MH, 8 IN. DIA.	EA	77	-	77	\$ 252.00	\$ 19,404.00	\$ -	\$ 19,404.00
DIVISION 5		WATER MAIN AND APPURTENANCES								
5.01	5010-A-1	WATER MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	-	375	375	\$ 47.50	\$ -	\$ 17,812.50	\$ 17,812.50
5.02	5010-A-1	WATER MAIN, TRENCHED, PVC, 10 IN. DIA.	LF	-	121	121	\$ 63.00	\$ -	\$ 7,623.00	\$ 7,623.00
5.03	5010-A-1	WATER MAIN, TRENCHED, PVC, 12 IN. DIA.	LF	-	3,845	3,845	\$ 47.25	\$ -	\$ 181,676.25	\$ 181,676.25
5.04	5010-D	WATER SERVICE STUB, POLYETHYLENE, 1 IN.	EA	-	1	1	\$ 1,732.50	\$ -	\$ 1,732.50	\$ 1,732.50
5.05	5020-A	VALVE, GATE, 8 IN. DIA.	EA	-	5	5	\$ 1,890.00	\$ -	\$ 9,450.00	\$ 9,450.00
5.06	5020-A	VALVE, GATE, 10 IN. DIA.	EA	-	2	2	\$ 2,467.50	\$ -	\$ 4,935.00	\$ 4,935.00
5.07	5020-A	VALVE, GATE, 12 IN. DIA.	EA	-	7	7	\$ 2,940.00	\$ -	\$ 20,580.00	\$ 20,580.00
5.08	5020-C	FIRE HYDRANT ASSEMBLY	EA	-	11	11	\$ 5,565.00	\$ -	\$ 61,215.00	\$ 61,215.00
5.09	5020-D	FLUSHING DEVICE (BLOWOFF FIRE HYDRANT)	EA	-	6	6	\$ 4,725.00	\$ -	\$ 28,350.00	\$ 28,350.00
5.10	SPECIAL	RELOCATE TEMPORARY FIRE HYDRANT	EA	-	2	2	\$ 1,942.50	\$ -	\$ 3,885.00	\$ 3,885.00
5.11	SPECIAL	VALVE BOX, ADJUSTMENT	EA	-	5	5	\$ 210.00	\$ -	\$ 1,050.00	\$ 1,050.00
5.12	SPECIAL	WATER MAIN, REMOVAL	LF	-	70	70	\$ 23.00	\$ -	\$ 1,610.00	\$ 1,610.00

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DIVISION 6		STRUCTURES FOR SANITARY AND STORM SEWER								
6.01	6010-A	MANHOLE, TYPE SW-301, 48 IN. DIA. (SANITARY SEWER)	EA	-	14	14	\$ 14,700.00	\$ -	\$ 205,800.00	\$ 205,800.00
6.02	6010-A	MANHOLE, TYPE SW-401, 60 IN. DIA. (STORM SEWER)	EA	-	1	1	\$ 6,615.00	\$ -	\$ 6,615.00	\$ 6,615.00
6.03	6010-B	INTAKE, TYPE SW-501, SINGLE GRATE INTAKE	EA	-	4	4	\$ 2,835.00	\$ -	\$ 11,340.00	\$ 11,340.00
6.04	6010-B	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 60 IN. DIA.	EA	-	2	2	\$ 7,980.00	\$ -	\$ 15,960.00	\$ 15,960.00
6.05	6010-B	INTAKE, TYPE SW-505, DOUBLE GRATE INTAKE	EA	-	18	18	\$ 4,515.00	\$ -	\$ 81,270.00	\$ 81,270.00
6.06	6010-B	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE WITH MANHOLE	EA	-	8	8	\$ 8,190.00	\$ -	\$ 65,520.00	\$ 65,520.00
6.07	6010-B	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE WITH MANHOLE (MOD.)	EA	-	8	8	\$ 12,757.50	\$ -	\$ 102,060.00	\$ 102,060.00
6.08	6010-B	INTAKE, TYPE SW-512, CIRCULAR AREA INTAKE, 24 IN. DIA.	EA	-	2	2	\$ 3,045.00	\$ -	\$ 6,090.00	\$ 6,090.00
6.09	6010-C-2	EXTERNAL DROP CONNECTION	EA	-	5	5	\$ 6,510.00	\$ -	\$ 32,550.00	\$ 32,550.00
6.10	6010-E	INTAKE ADJUSTMENT, MINOR	EA	-	1	1	\$ 997.50	\$ -	\$ 997.50	\$ 997.50
6.11	6010-H	REMOVE INTAKE, STORM	EA	-	2	2	\$ 682.50	\$ -	\$ 1,365.00	\$ 1,365.00
6.12	SPECIAL	STANDPIPE	EA	-	1	1	\$ 630.00	\$ -	\$ 630.00	\$ 630.00
6.13	SPECIAL	REMOVE STANDPIPE	EA	-	1	1	\$ 735.00	\$ -	\$ 735.00	\$ 735.00
DIVISION 7		STREETS AND RELATED WORK								
7.01	7010-A	PAVEMENT, PCC, 9 IN., CLASS C-SUD MIX	SY	12,975	4,407	17,382	\$ 51.25	\$ 664,968.75	\$ 225,858.75	\$ 890,827.50
7.02	7010-A	PAVEMENT, PCC, 8 IN., CLASS C-SUD MIX	SY	173	172	345	\$ 64.00	\$ 11,072.00	\$ 11,008.00	\$ 22,080.00
7.03	7010-A	PAVEMENT, PCC, 7 IN., CLASS C-SUD MIX	SY	370	512	882	\$ 53.00	\$ 19,610.00	\$ 27,136.00	\$ 46,746.00
7.04	7010-I	PCC PAVEMENT SAMPLES AND TESTING	LS	1	-	1	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
7.05	7030-A	REMOVAL OF SIDEWALK	SY	-	72	72	\$ 25.00	\$ -	\$ 1,800.00	\$ 1,800.00
7.06	7030-E	SIDEWALK, PCC, 4 IN.	SY	-	17	17	\$ 94.50	\$ -	\$ 1,606.50	\$ 1,606.50
7.07	7030-E	SIDEWALK, PCC, 5 IN.	SY	3,036	-	3,036	\$ 36.25	\$ 110,055.00	\$ -	\$ 110,055.00
7.08	7030-E	SIDEWALK, PCC, 6 IN.	SY	109	84	193	\$ 100.00	\$ 10,900.00	\$ 8,400.00	\$ 19,300.00
7.09	7030-G	DETECTABLE WARNING	SF	126	119	245	\$ 55.00	\$ 6,930.00	\$ 6,545.00	\$ 13,475.00
7.10	7030-H-1	DRIVEWAY, PCC, 6 IN.	SY	127	27	154	\$ 98.00	\$ 12,446.00	\$ 2,646.00	\$ 15,092.00
7.11	7030-H-2	DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	27	28	55	\$ 60.00	\$ 1,620.00	\$ 1,680.00	\$ 3,300.00
7.12	7030-H-2	TEMPORARY DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	-	84	84	\$ 50.00	\$ -	\$ 4,200.00	\$ 4,200.00
7.13	7040-H	PAVEMENT REMOVAL	SY	-	590	590	\$ 20.00	\$ -	\$ 11,800.00	\$ 11,800.00
DIVISION 8		TRAFFIC CONTROL AND SIGNALIZATION								
8.01	8020-B	PAINTED PAVEMENT MARKINGS, WATERBORNE	STA	5.00	0.00	5.00	\$ 210.00	\$ 1,050.00	\$ -	\$ 1,050.00
8.02	8020-C	PAINTED PAVEMENT MARKINGS, DURABLE	STA	28.30	77.78	106.08	\$ 65.00	\$ 1,839.50	\$ 5,055.70	\$ 6,895.20
8.03	8020-G	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	1	28	29	\$ 130.00	\$ 130.00	\$ 3,640.00	\$ 3,770.00
8.04	8020-M	GROOVES CUT FOR PAVEMENT MARKINGS	STA	28.30	77.78	106.08	\$ 35.00	\$ 990.50	\$ 2,722.30	\$ 3,712.80
8.05	8020-N	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	1	28	29	\$ 105.00	\$ 105.00	\$ 2,940.00	\$ 3,045.00
8.06	8030-A	TEMPORARY TRAFFIC CONTROL	LS	0.36	0.64	1.00	\$ 6,500.00	\$ 2,340.00	\$ 4,160.00	\$ 6,500.00
8.07	SPECIAL	PORTABLE DYNAMIC MESSAGE BOARD (PDMS)	DAYS	-	7	7	\$ 135.00	\$ -	\$ 945.00	\$ 945.00
8.08	SPECIAL	TRAFFIC SIGNAGE	LS	-	1	1	\$ 19,500.00	\$ -	\$ 19,500.00	\$ 19,500.00
8.09	SPECIAL	TRAFFIC SIGN RELOCATION	EA	-	8	8	\$ 158.00	\$ -	\$ 1,264.00	\$ 1,264.00
8.10	SPECIAL	TRAFFIC SIGN REMOVAL	EA	-	2	2	\$ 105.00	\$ -	\$ 210.00	\$ 210.00
8.11	SPECIAL	FIBER OPTIC CONDUIT (BLUE) - CITY (FURNISH & INSTALL)	LF	-	3,855	3,855	\$ 6.50	\$ -	\$ 25,057.50	\$ 25,057.50
8.12	SPECIAL	FIBER OPTIC CONDUIT (ORANGE) - SCHOOL (FURNISH & INSTALL)	LF	-	3,670	3,670	\$ 6.50	\$ -	\$ 23,855.00	\$ 23,855.00
8.13	SPECIAL	FIBER OPTIC HANDHOLES - TYPE III - CITY (FURNISH & INSTALL)	EA	-	3	3	\$ 1,300.00	\$ -	\$ 3,900.00	\$ 3,900.00
8.14	SPECIAL	FIBER OPTIC HANDHOLES - TYPE III - SCHOOL (FURNISH & INSTALL)	EA	-	3	3	\$ 1,300.00	\$ -	\$ 3,900.00	\$ 3,900.00
8.15	SPECIAL	FIBER OPTIC HANDHOLES - TYPE IV - CITY (FURNISH & INSTALL)	EA	-	2	2	\$ 1,510.00	\$ -	\$ 3,020.00	\$ 3,020.00
8.16	SPECIAL	FIBER OPTIC HANDHOLES - TYPE IV - SCHOOL (FURNISH & INSTALL)	EA	-	2	2	\$ 1,510.00	\$ -	\$ 3,020.00	\$ 3,020.00

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May 30, 2023

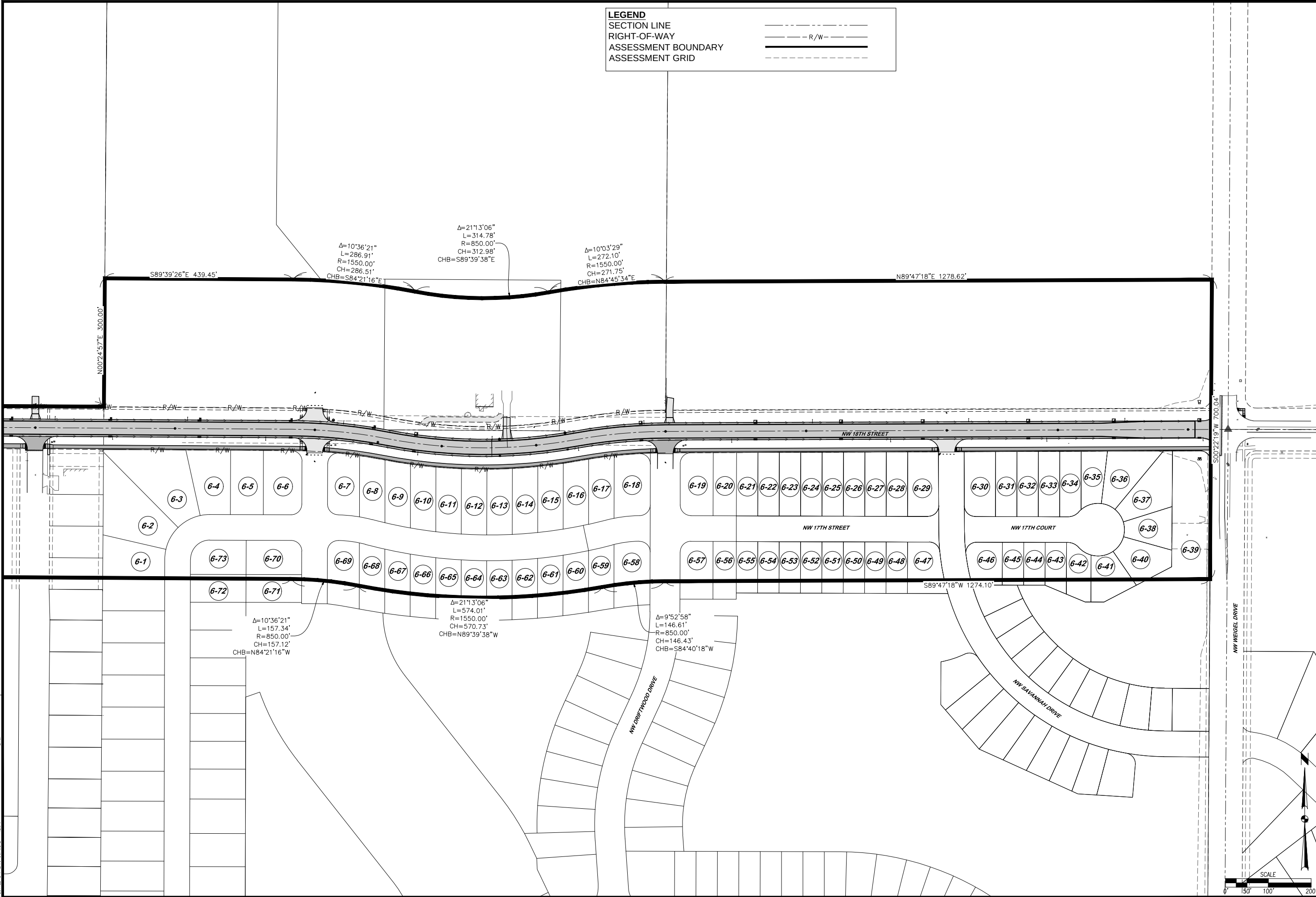
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Item No.	SUDAS or IDOT No.	Item	Unit	Division 1 Quantity	Division 2 Quantity	Total Quantity	Unit Price	Division 1 Price	Division 2 Price	Total Price
DIVISION 9		SITE WORK AND LANDSCAPING								
9.01	9010-A	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE 1	AC	11.40	-	11.40	\$ 1,260.00	\$ 14,364.00	\$ -	\$ 14,364.00
9.02	9010-A	CONVENTIONAL SEEDING, SEEDING, FERT., TYPE 4 (TEMP SEEDING)	AC	16.16	-	16.16	\$ 100.00	\$ 1,616.00	\$ -	\$ 1,616.00
9.03	9010-B	HYDRAULIC MULCHING (BFM)	AC	13.60	-	13.60	\$ 2,000.00	\$ 27,200.00	\$ -	\$ 27,200.00
9.04	9040-D-1	FILTER SOCKS, 12 IN.	LF	375	-	375	\$ 2.50	\$ 937.50	\$ -	\$ 937.50
9.05	9040-D-2	FILTER SOCKS, REMOVAL	LF	-	-	0	\$ 0.50	\$ -	\$ -	\$ -
9.06	9040-J-0	RIP RAP, CLASS E	TON	-	92	92	\$ 76.50	\$ -	\$ 7,038.00	\$ 7,038.00
9.07	9040-N-1	SILT FENCE	LF	494	-	494	\$ 1.50	\$ 741.00	\$ -	\$ 741.00
9.08	9040-N-3	SILT FENCE, REMOVAL OF DEVICE	LF	494	-	494	\$ 0.10	\$ 49.40	\$ -	\$ 49.40
9.09	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE	TONS	652	-	652	\$ 40.00	\$ 26,080.00	\$ -	\$ 26,080.00
9.10	9040-Q-1	EROSION CONTROL MULCHING, STRAW	AC	4.00	-	4.00	\$ 500.00	\$ 2,000.00	\$ -	\$ 2,000.00
9.11	9040-T-1	INLET PROTECTION DEVICE, ROCK	EA	-	24	24	\$ 685.00	\$ -	\$ 16,440.00	\$ 16,440.00
9.12	9040-T-1	INLET PROTECTION DEVICE, DROP-IN	EA	-	156	156	\$ 132.00	\$ -	\$ 20,592.00	\$ 20,592.00
9.13	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	-	156	156	\$ 30.00	\$ -	\$ 4,680.00	\$ 4,680.00
DIVISION 11		MISCELLANEOUS								
11.01	11020-A	MOBILIZATION	LS	0.36	0.64	1.00	\$ 140,000.00	\$ 50,400.00	\$ 89,600.00	\$ 140,000.00
11.02	11030-A	MAINTENANCE OF POSTAL SERVICE	LS	-	1	1	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00
11.03	11050-A	CONCRETE WASHOUT	EA	2	-	2	\$ 7,500.00	\$ 15,000.00	\$ -	\$ 15,000.00
		CHANGE ORDER ITEMS								
12.01	4010-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC (A-2000), 18 IN. DIA.	EA	-	1,123	1,123	\$ 195.00	\$ -	\$ 218,985.00	\$ 218,985.00
12.02	SPECIAL	LOWER EXISTING NW WEIGEL DRIVE WATER MAIN	EA	-	1	1	\$ 3,811.50	\$ -	\$ 3,811.50	\$ 3,811.50
12.03	SPECIAL	WEED CONTROL WITH GRADING AND MOWING	EA	-	1	1	\$ 875.00	\$ -	\$ 875.00	\$ 875.00
12.04	6010-A	MANHOLE, TYPE SW-401, 48 IN. DIA. (STORM SEWER)	EA	-	1	1	\$ 4,950.00	\$ -	\$ 4,950.00	\$ 4,950.00
12.05	4040-A	SUBDRAIN, CORRUGATED PVC, 6 IN. DIA.	EA	-	600	600	\$ 20.00	\$ -	\$ 12,000.00	\$ 12,000.00
12.06	SPECIAL	SUBGRADE TREATMENT, GEOGRID	EA	4,337	983	5,320	\$ 4.50	\$ 19,516.50	\$ 4,423.50	\$ 23,940.00
12.07	SPECIAL	INTAKE MODIFICATION	EA	-	1	1	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00
Construction Total =								\$ 1,487,909.15	\$ 2,969,650.75	\$ 4,457,559.90

Notes: Unit costs shown are based on awarded bid unit costs. . Items not included herein: Permit fees, unsuitable soils, franchise utilities, sodding, signage, fencing, irrigation, landscaping, monument signage, adjacent arterial street improvements, off-site utilities.

Professional Services =	\$ 219,976.72	\$ 439,041.62	\$ 659,018.34
ROW and Easement Acquisition Costs (estimate only)=	\$ -	\$ 140,630.00	\$ 140,630.00
Bond Counsel Fees and Expenses; Publication Expense=	\$ 14,125.00		\$ 14,125.00
Assessment Document Preparation and Assistance=	\$ 18,420.00		\$ 18,420.00
Street Lighting=	\$ 158,345.51	\$ -	\$ 158,345.51
Total Project Cost =	\$ 1,898,776.38	\$ 3,549,322.37	\$ 5,448,098.75

FILE: H:\2020\20020203\20020203-ASSESSMENT PLATING
DATE: 5/12/2023 4:49 PM
DRAWN BY: J. SCHULTE
CHECKED BY: J. SCHULTE





DATE: 05/30/2023
REVISIONS: 02/15/2021

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400 FAX: (515) 369-4410

TECH: ENGINEER:

**NW 18TH STREET EXTENSION -
NW WEIGEL TO NW SPRUCE DRIVE
FINAL ASSESSMENT PLAT - PARCEL 6 SUB-PARCELS**

ANKENY, IOWA

**15
25**
2002.053

EXHIBIT A

NW 18TH STREET EXTENSION – NW WEIGEL DRIVE TO NW SPRUCE DRIVE LEGAL DESCRIPTIONS OF PARCELS

PARCEL 2

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, EXCEPT PARCEL "A" OF PLAT OF SURVEY RECORDED IN BOOK 10865, PAGE 248 AND EXCEPTING ALSO THAT PART OF PARCEL "2019-236" OF PLAT OF SURVEY RECORDED IN BOOK 17573, PAGE 282-283, ALL IN SECTION 8, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

PARCEL 3 – (PLAT OF SURVEY PARCEL "A" - BK 10865, PG 248)

PART OF THE SE1/4 OF THE SE1/4 AND S1/2 OF THE NE1/4 OF THE SE1/4 OF SECTION 8, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF THE SE1/4 OF THE SE1/4 OF SAID SECTION 8; THENCE N90°00'00"W (ASSUMED BEARING), 248.00 FEET ALONG THE SOUTH LINE OF SAID SE1/4 OF THE SE1/4 TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE N90°00'00"W, 410.00 FEET; THENCE N00°00'00"E, 352.00 FEET; THENCE S90°00'00"E, 410.00 FEET; THENCE S00°00'00"W, 352.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.31 ACRES; SUBJECT TO 0.31 ACRES ROAD EASEMENT; 3.00 ACRES REMAINING. SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

PARCEL 4 - (PLAT OF SURVEY PARCEL 2019-236 - BK 17573, PG 282-283)

A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF ANKENY, POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 89°48'15" WEST ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 248.00 FEET TO THE SOUTHEAST CORNER OF PARCEL 'A' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 10865 PAGE 248; THENCE NORTH 00°12'34" EAST ALONG THE EAST LINE OF SAID PARCEL 'A', 352.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 'A'; THENCE NORTH 89°47'04" WEST ALONG THE NORTH LINE OF SAID PARCEL 'A', 410.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 'A', THENCE NORTH 89°47'04" WEST, 106.50 FEET; THENCE NORTH 36°30'02" WEST, 254.01 FEET; THENCE NORTH 00°42'00" WEST, 1039.10 FEET; THENCE SOUTH 89°44'55" EAST, 934.00 FEET TO THE EAST LINE OF SAID SECTION 8; THENCE SOUTH 00°15'05" WEST ALONG SAID EAST LINE, 268.00 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 00°15'05" WEST ALONG SAID EAST LINE, 1325.92 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.00 ACRES THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PARCEL 5

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THAT PORTION OF PROPERTY CONVEYED TO THE CITY OF ANKENY BY WARRANTY DEED IN BOOK 12349, PAGE 94, ALL IN SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

PARCEL 6

THE EAST HALF OF THE NORTHEAST QUARTER, EXCEPT PARCEL "2019-235" OF PLAT OF SURVEY RECORDED IN BOOK 17598, PAGE 588 AND LESS ROADWAY EASEMENT, ALL IN SECTION 17, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA.

AND

THE WEST HALF OF THE NORTHWEST QUARTER LESS ROAD, EXCEPTING THEREFROM ALL OF ST. LUKE'S PLAT 1, AN OFFICIAL PLAT, EXCEPTING ALSO PARCEL "2019-234" OF PLAT OF SURVEY RECORDED IN BOOK 17594, PAGE 995 AND EXCEPTING THAT PORTION OF PROPERTY CONVEYED TO THE CITY OF ANKENY IN WARRANTY DEED IN BOOK 12349, PAGE 45, ALL IN SECTION 16, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-1

LOT 16 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-2

LOT 15 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-3

LOT 14 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-4

LOT 13 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-5

LOT 12 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-6

LOT 11 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-7

LOT 10 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-8

LOT 9 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-9

LOT 8 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-10

LOT 7 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-11

LOT 6 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-12

LOT 5 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-13

LOT 4 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-14

LOT 3 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-15

LOT 2 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-16

LOT 1 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PACREL 6-17

LOT 41 IN GROVE LANDING PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-18

LOT 40 IN GROVE LANDING PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-19

LOT 39 IN GROVE LANDING PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-20

LOT 38 IN GROVE LANDING PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-21

LOT 19 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-22

LOT 20 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-23

LOT 21 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-24

LOT 22 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-25

LOT 23 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-26

LOT 24 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-27

LOT 25 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-28

LOT 26 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-29

LOT 27 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-30

LOT 28 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-31

LOT 29 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-32

LOT 30 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-33

LOT 31 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-34

LOT 32 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-35

LOT 33 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-36

LOT 34 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-37

LOT 35 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-38

LOT 36 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-39

OUTLOT 'X' IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-40

LOT 37 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-41

LOT 38 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-42

LOT 39 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-43

LOT 40 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-44

LOT 41 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-45

LOT 42 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-46

LOT 43 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-47

LOT 10 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-48

LOT 11 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-49

LOT 12 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-50

LOT 13 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-51

LOT 14 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-52

LOT 15 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-53

LOT 16 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-54

LOT 17 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-55

LOT 18 IN THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-56

LOT 37 IN GROVE LANDING PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-57

LOT 36 IN GROVE LANDING PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-58

LOT 43 IN GROVE LANDING PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-59

LOT 42 IN GROVE LANDING PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-60

LOT 56 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-61

LOT 55 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-62

LOT 54 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-63

LOT 53 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-64

LOT 52 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-65

LOT 51 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-66

LOT 50 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-67

LOT 49 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-68

LOT 48 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-69

LOT 47 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-70

LOT 45 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-71

LOT 46 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-72

LOT 43 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 6-73

LOT 44 IN GROVE LANDING PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF ANKENY, POLK COUNTY, IOWA.

PARCEL 7 – (WARRANTY DEED – BK 17452, PG 891-892)

LOT 19 IN THE GROVE PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

PARCEL 8 – (WARRANTY DEED – BK 16513, PG 575)

LOT 65 IN THE GROVE PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

PARCEL 9 – (WARRANTY DEED – BK 17820, PG 938)

LOT 33 IN THE GROVE PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

PARCEL 10 – (WARRANTY DEED – BK 17903, PG 88)

LOT 34 IN THE GROVE PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

PARCEL 11 – (WARRANTY DEED – BK 17409, PG 815)

LOT 35 IN THE GROVE PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

PARCEL 12 – (BK 17262, PG 672)

LOT 36 IN THE GROVE PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

PARCEL 13 – (BK 17361, PG 766)

LOT 18 IN THE GROVE PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

PARCEL 14 – (BK 17753, PG 646)

LOT 17 IN THE GROVE PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

PARCEL 15 – (BK 17406, PG 721)

LOT 16 IN THE GROVE PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING AND LEVYING FINAL SCHEDULE OF ASSESSMENTS, AND PROVIDING FOR THE PAYMENT THEREOF FOR NW 18TH STREET EXTENSION - NW WEIGEL DRIVE TO NW SPRUCE DRIVE" 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 as follows:

RESOLUTION

RESOLUTION ADOPTING AND LEVYING FINAL
SCHEDULE OF ASSESSMENTS, AND PROVIDING FOR THE
PAYMENT THEREOF FOR NW 18TH STREET EXTENSION -
NW WEIGEL DRIVE TO NW SPRUCE DRIVE

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

That after full consideration of the final schedule of assessments and accompanying plat showing the assessments proposed to be made for the construction of the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive, within the City, under contract with Sternquist Construction of Indianola, Iowa, which final plat and schedule was filed in the office of the Clerk on the 30th day of May, 2023; said assessments are hereby corrected by making the following changes and reductions:

<u>NAME OF PROPERTY OWNER AND DESCRIPTION OF PROPERTY</u>	<u>PROPOSED FINAL ASSESSMENT</u>	<u>PROPOSED FINAL CONDITIONAL DEFICIENCY, IF ANY</u>	<u>CORRECTED FINAL ASSESSMENT</u>	<u>CORRECTED FINAL CONDITIONAL DEFICIENCY, IF ANY</u>
---	--	--	---	---

BE IT FURTHER RESOLVED, that the said schedule of assessments and accompanying plat, be and the same are hereby approved and adopted; and that there be, and is hereby assessed and levied, as a special tax against and upon each of the lots, parts of lots and parcels of land, and the owner or owners thereof liable to assessment for the cost of said improvements, the respective sums expressed in figures set opposite to each of the same on account of the cost of the construction of the said improvements. Provided, further, that the amounts shown in said final schedule of assessments as deficiencies are found to be proper and are levied conditionally against the respective properties benefited by the improvements as shown in the schedule, subject to the provisions of Section 384.63, Code of Iowa. Said assessments against said lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said improvements, and not in excess thereof, and not in excess of 25% of the value of the same.

BE IT FURTHER RESOLVED, that said assessments of \$500.00 or more shall be payable in ten equal annual installments and shall bear interest at the rate of 0.64% per annum, the maximum rate permitted by law, from the date of the acceptance of the improvements; the first installment of each assessment, or total amount thereof, if it be less than \$500.00, with interest on the whole assessment from date of acceptance of the work by the Council, shall become due and payable on July 1, 2024; succeeding annual installments, with interest on the whole unpaid amount, shall respectively become due on July 1st annually thereafter, and shall be paid at the same time and in the same manner as the September semiannual payment of ordinary taxes. Said assessments shall be payable at the office of the City Clerk, in full or in part and without interest within thirty days after the date of the first publication of the notice of the filing of the final plat and schedule of assessments to the County Treasurer of Polk County, Iowa.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to certify said final plat and schedule to the County Treasurer of Polk County, Iowa, and to publish notice of said certification once each week for two consecutive weeks in a legal newspaper printed wholly in the English language, published in the City, and of general circulation in the City of Ankeny, Iowa, the first publication of said notice to be made within fifteen days from the date of the filing of said schedule with the County Treasurer, the Clerk shall also send by ordinary mail to all property owners whose property is subject to assessment a copy of said notice, said mailing to be on or before the date of the second publication of the notice, all as provided and directed by Code Section 384.60, Code of Iowa.

BE IT FURTHER RESOLVED, that the Clerk is directed to certify the deficiencies for lots specially benefited by the improvements, as shown in the final schedule of assessments, to the County Treasurer for recording in the Special Assessment Deficiencies Book and to the City official charged with responsibility for the issuance of building permits. Said deficiencies are conditionally assessed to the respective properties under Section 384.63, Code of Iowa, for the amortization period specified by law.

The Clerk is authorized and directed to ascertain the amount of assessments remaining unpaid after the thirty day period against which improvement bonds may be issued and to proceed on behalf of the City with the sale of said bonds, to select a date for the sale thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the sale of said bonds on a basis favorable to the City and acceptable to the Council.

PASSED AND APPROVED this 5th day of June, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** to authorize the execution of a Cooperative Public Service Agreement between Polk County, Iowa and the City of Ankeny, Iowa for the sharing of project costs for the NE 38th Street Asphalt Resurfacing Project.

EXECUTIVE SUMMARY:

The NE 38th Street Asphalt Resurfacing Project is included in the City of Ankeny's Annual Asphalt Street Resurfacing Program in the 2023 - 2027 Capital Improvements Program. The project involves a Hot Mix Asphalt (HMA) resurfacing of NE 38th Street from E 1st Street / NE 94th Street to NE 36th Street / NE 110th Avenue.

Since 1-mile of this 2-mile project is a joint jurisdictional (border) street between Polk County and Ankeny, Polk County completed the design and will complete construction of the proposed resurfacing on the street. Polk County has submitted an agreement to facilitate the cost sharing on the project. It is recommended that the City Council approve this agreement so that the project can be constructed by Polk County during the 2023 construction season.

FISCAL IMPACT: No

The project is included in the City's Annual Asphalt Street Resurfacing Program in the 2023 - 2027 Capital Improvements Program with construction scheduled for 2023. Polk County provided the design and will provide construction inspection services for the project without reimbursement by the City. The City's estimated cost share for the project's construction is \$116,669.07. The actual construction costs and subsequent reimbursement payment to Polk County will be based on the actual quantities used and the contract unit prices.

CITY MANAGER'S RECOMMENDATIONS:

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

1. Consider motion to adopt Resolution to authorize the execution of a Cooperative Public Service Agreement between Polk County, Iowa and the City of Ankeny, Iowa for the sharing of project costs for the NE 38th Street Asphalt Resurfacing Project.
-

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Cooperative Public Service Agreement

RESOLUTION 2023-XX

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CITY OF ANKENY, IOWA FOR THE SHARING OF PROJECT COSTS FOR THE NE 38TH STREET ASPHALT RESURFACING PROJECT

WHEREAS, the City of Ankeny deems it to be in the best interest of the residents of the City to enter into an agreement for Cooperative Public Service with Polk County, Iowa, for the purpose of sharing project costs related to the NE 38th Street Asphalt Resurfacing Project; and

WHEREAS, the NE 38th Street Asphalt Resurfacing Project is included in the City of Ankeny's 2023 – 2027 Capital Improvements Program with construction scheduled for 2023, and this project is located on a joint jurisdictional (border) street of Ankeny, such that the cost for the resurfacing will require cost sharing between Polk County and the City of Ankeny; and

WHEREAS, the NE 38th Street Asphalt Resurfacing Project is scheduled to be designed and constructed by Polk County during 2023, pending approval of said agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the Mayor and City Clerk should be and they are hereby authorized and empowered to execute the said agreement with Polk County for Cooperative Public Service.

DATED at the City of Ankeny, Iowa, this 5th day of June, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE
BETWEEN
POLK COUNTY, IOWA
AND
ANKENY, IOWA

THIS AGREEMENT is entered into by and between Polk County, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “County”, and the City of Ankeny, a municipal corporation within the County of Polk, State of Iowa, hereinafter referred to as the “City” for the 2023-24 Local HMA Resurfacing Project, hereinafter referred to as “Project”.

1. This Agreement shall consist of four (4) pages and Attachments A, B, C, D and E which shall be considered a part of this Agreement.
2. This Agreement shall become effective upon its execution by the parties, and shall remain in effect until the duties of the parties are completed to the satisfaction of all parties.
3. The purpose of this Agreement is listed in Attachment A.
4. The duties of the County are listed in Attachment B.
5. The duties of the City are listed in Attachment C.
6. Attachment D is the estimated cost of the project.
7. Attachment E is a map of the project location.
8. The County shall be the lead agency for carrying out the terms of this agreement.
9. The County Public Works shall administer performance of this Agreement for the County.

10. Any party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least sixty days prior to the effective date of termination. Notice shall be sent to the governing body of the other parties at their principal place of doing business by registered mail. The termination of this Agreement shall not relieve any party to this Agreement of any obligations or liability arising during the terms of the Agreement.
11. In the event of a breach by any entity of this Agreement, that breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
12. This is the entire Agreement between all parties and it may be amended only upon the agreement of all parties and only in writing.
13. The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement.

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the County has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the _____ day of _____ 20__

Polk County, Iowa

By: _____
Chairperson

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the City has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the _____ day of _____ 20__

City of Ankeny

by: _____
Mark E. Holm, Mayor

ATTACHMENT A

The purpose of this Agreement is to establish the terms and conditions between the County and the City for the Project consisting of the following:

1. Project includes construction of a 2.25 inch Hot Mix Asphalt (HMA) resurfacing of NE 38th Street from NE 94th Avenue (E 1st Street) to NE 110th Avenue (NE 36th Street). This includes joint jurisdiction roadway from NE 94th Avenue (E 1st Street) to NE 102nd Avenue (NE 18th Street). See attachment E for map of location.

ATTACHMENT B

Duties of the County

The County, through their Public Works Department, shall provide all planning, design, administration, engineering and inspection for the projects without reimbursement by the City.

The labor, equipment, materials and traffic control required for construction of all the project improvements shall be completed by a third party contractor under contract with the County for the Project.

Upon completion of the project, the County shall prepare and forward a billing to the City for their share of the project costs. Final billing shall be based on actual quantities used at the contract unit prices.

ATTACHMENT C

Duties of the City

The City shall promptly upon receipt of the billing from the County, make payment direct to the County's contractor for their share of the project. Work will be completed in 2023. Payment will be due upon completion of the work and receipt of the billing, but not before July 1, 2023.

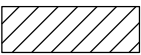
ATTACHMENT D

Cost Estimate

1. HMA Resurfacing of NE 38th Street

Entity	Share	Cost
Ankeny	25%	\$116,669.07
Polk County	75%	\$350,007.22
Total		\$466,676.29

ATTACHMENT "E"



PROPOSED LOCATION



TOTAL PROJECT AREA





ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction of the SE Oralabor Road & Convenience Boulevard/ Creekview Drive Traffic Signal Replacement and fixing a date for public hearing thereon and taking of bids therefor. (date of bid opening: 6/27/23 @ 10:30 A.M. / date of hrg: 7/3/23 @ 5:30 P.M.)

EXECUTIVE SUMMARY:

The project includes replacement of the aged traffic signal infrastructure with new combination signal/ lighting pole assemblies and modern low-voltage equipment and components. Pedestrian crosswalks for all four legs will be provided, including ADA-compliant ramps and pushbuttons. Additionally, concrete pavement in poor condition on SE Oralabor Road will be patched and associated drainage infrastructure upgraded.

The construction improvements include approximately 1,160 SY of 10.5" thick PCC Class C-SUD full depth patches, 250 SY of PCC sidewalk, 350 SY of sidewalk removal, a new traffic signal, and existing traffic signal removal. Other associated improvements include temporary traffic control, a partial temporary traffic

signal, fiber optic connection modifications at three (3) nearby intersections, mobilization, and miscellaneous associated work necessary to complete the project.

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

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than July 31 2023. The contractor will have until November 10, 2023 to substantially complete the sidewalk and full-depth PCC patching. Pending delivery of City-furnished traffic signal materials, the Contractor will have additional twenty (20) working days to complete the traffic signal installation; and ten (10) working days to complete any needed site restoration or punch-list work.

Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: June 5, 2023
2. Post Notice to Bidders and Notice of Public Hearing: June 7, 2023
3. Publish Notice to Bidders and Notice of Public of Hearing: June 16, 2023
4. Bid Opening (10:30 A.M., Public Services Building): June 27, 2023
5. Public Hearing and Contract Award: July 3, 2023
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as June 27, 2023 and setting the public hearing date as July 3, 2023 for the SE Oralabor Road & Convenience Boulevard/ Creekview Drive Traffic Signal Replacement, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on June 7, 2023 and to be published in the Des Moines Register on June 16, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Notice to Bidders and Notice of Public Hearing
 Location Map
 Resolution

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost for **SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement** at its meeting at **5:30 P.M. on the 3rd day of July, 2023**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **27th day of June, 2023**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 27th day of June, 2023**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 3rd day of July, 2023**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, and **no earlier than July 31, 2023**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in July 2023.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from Snyder & Associates, Inc, 2727 SW Snyder Boulevard, Ankeny, Iowa 50023. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-964-2020 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

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

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

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

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

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

The Project is generally separated into two Sites of work identified as Site "A" and Site "B". Site "A" work is all non-traffic signal related work including all sidewalk and PCC patching work. Site "B" work is generally described as the traffic signal replacement and associated work.

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

Site "B" work shall be substantially completed within twenty (20) working days from a mutually agreed-upon start date pending City-furnished traffic signal material delivery dates. Substantially complete shall be defined as all traffic signal construction completed and the new traffic signal fully operational. Should the Contractor fail to substantially complete the Site "B" work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

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

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **5th day of June, 2023.**

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **7th day of June, 2023.**
Published in the Des Moines Register the **16th day of June, 2023.**



ITEM TO INCLUDE ON AGENDA

CITY OF ANKENY, IOWA

- Resolution ordering construction of the SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement, and fixing a date for hearing thereon and taking of bids therefor.

NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE CITY.

June 5, 2023

The City Council of the City of Ankeny, State of Iowa, met in _____ session, in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE SE ORALABOR ROAD & CONVENIENCE BOULEVARD/CREEKVIEW DRIVE TRAFFIC SIGNAL REPLACEMENT, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION ORDERING CONSTRUCTION OF THE SE
ORALABOR ROAD & CONVENIENCE
BOULEVARD/CREEKVIEW DRIVE TRAFFIC SIGNAL
REPLACEMENT, AND FIXING A DATE FOR HEARING
THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance

with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

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

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

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

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to June 27, 2023, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on July 3, 2023, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on July 3, 2023.

PASSED AND APPROVED this 5th day of June, 2023.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Ankeny, in the County of Polk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING
(SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement)

of which a copy/screenshot annexed to the poster's affidavit hereto attached is in words and figures a correct and complete copy, to be posted as required by law in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by the City or a statewide association that represents the City, and that the Notice was posted and circulated on the following date:

_____, 2023.
_____, 2023.
_____, 2023.

WITNESS my official signature at Ankeny, Iowa, this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Ankeny, in the County of Polk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING
(SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "_____", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulation on the following date:

_____, 2023.

WITNESS my official signature at Ankeny, Iowa, this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(SEAL)



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction of the Uptown Parking Improvements and fixing a date for public hearing thereon and taking of bids therefor. (date of bid opening: 6/27/23 @ 10:30 A.M. / date of hrg: 7/3/23 @ 5:30 P.M.)

EXECUTIVE SUMMARY:

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

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

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than July 31, 2023, and no later than September 5, 2023. The contractor will have forty-five (45) working days to substantially complete the project, and additional five (5) working days to fully complete the project. Due to the Uptown Ankeny Farmer's Market, the contractor is not allowed to work on any Saturday through September 30, 2023.

Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: June 5, 2023
2. Post Notice to Bidders and Notice of Public Hearing: June 7, 2023
3. Publish Notice to Bidders and Notice of Public of Hearing: June 16, 2023
4. Bid Opening (10:30 A.M., Public Services Building): June 27, 2023
5. Public Hearing and Contract Award: July 3, 2023
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as June 27, 2023 and setting the public hearing date as July 3, 2023 for the Uptown Parking Improvements, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on June 7, 2023 and to be published in the Des Moines Register on June 16, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 Notice to Bidders and Notice of Public Hearing
 Location Map
 Resolution

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

UPTOWN PARKING IMPROVEMENTS

CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost, for the **Uptown Parking Improvements** project at its meeting at **5:30 P.M. on the 3rd day of July 2023**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:

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

Meeting ID: 973 1299 2966 Passcode: 1234

2. Join Meeting by Phone:

Dial: +1 312 626 6799

Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **27th day of June, 2023**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 27th day of June, 2023**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 3rd day of July, 2023**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, and **no earlier than July 31, 2023, and no later than September 5, 2023**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in July 2023. **Work on the improvement is prohibited on Saturdays through September 30, 2023, due to the Uptown Ankeny Farmer's Market.**

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from MSA Professional Services, Inc., 1555 SE Delaware Ave., Suite F, Ankeny, Iowa, 50021. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-964-1920 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

UPTOWN PARKING IMPROVEMENTS

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

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

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the overall project within **forty-five (45) working days**. Substantial completion shall be defined as all utility, grading and pavement construction complete with pavement markings and signs installed, and all streets, driveways and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the project within **five (5) working days** commencing on a mutually agreed upon date following substantial completion of the overall project. Full completion shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **5th day of June, 2023**.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **7th day of June, 2023**.

Published in the Des Moines Register the **16th day of June, 2023**.



PROJECT DESCRIPTION

Add Data

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

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



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

PROJECT OVERVIEW

PROJECT NO.
09085056
SHEET
A.02

ITEM TO INCLUDE ON AGENDA

CITY OF ANKENY, IOWA

- Resolution ordering construction of the Uptown Parking Improvements, and fixing a date for hearing thereon and taking of bids therefor.

NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE CITY.

June 5, 2023

The City Council of the City of Ankeny, State of Iowa, met in _____ session, in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE UPTOWN PARKING IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION ORDERING CONSTRUCTION OF THE
UPTOWN PARKING IMPROVEMENTS, AND FIXING A DATE
FOR HEARING THEREON AND TAKING OF BIDS
THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Uptown Parking Improvements; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Uptown Parking Improvements, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

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

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

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to June 27, 2023, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on July 3, 2023, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on July 3, 2023.

PASSED AND APPROVED this 5th day of June, 2023.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Ankeny, in the County of Polk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING
(Uptown Parking Improvements)

of which a copy/screenshot annexed to the poster's affidavit hereto attached is in words and figures a correct and complete copy, to be posted as required by law in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by the City or a statewide association that represents the City, and that the Notice was posted and circulated on the following date:

_____, 2023.
_____, 2023.
_____, 2023.

WITNESS my official signature at Ankeny, Iowa, this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Ankeny, in the County of Polk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING
(Uptown Parking Improvements)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "_____, " a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulation on the following date:

_____, 2023.

WITNESS my official signature at Ankeny, Iowa, this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(SEAL)



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction on The Westwinds, Plat 9, Storm Sewer Extension Project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 06/27/23 @ 10:30 A.M. / date of hrg: 07/03/23 @ 5:30 P.M.)

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding The Westwinds, Plat 9, Storm Sewer Extension Project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), estimated total cost; and setting a date for the filing of bids on the project.

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

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than July 24, 2023 and no later than October 2, 2023. The contractor will have 25 Working Days to substantially complete the overall project and another 5 Working Days to fully complete the overall project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: June 5, 2023
2. Post Notice to Bidders and Notice of Public Hearing: June 7, 2023
3. Publish Notice to Bidders and Notice of Public of Hearing: June 16, 2023
4. Bid Opening (10:30 A.M., Public Services Building): June 27, 2023
5. Public Hearing and Contract Award: July 3, 2023
(Hold Public Hearing on the plans, specifications, form of contract, estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as June 27, 2023 and setting the public hearing date as July 3, 2023 for The Westwinds, Plat 9, Storm Sewer Extension Project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on June 7, 2023 and to be published in the Des Moines Register on June 16, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Several meetings were held with impacted residents throughout the design process.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Notice to Bidders and Notice of Public Hearing

 [Location Map](#)

 [Resolution - Ordering Construction](#)

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

THE WESTWINDS, PLAT 9, STORM SEWER EXTENSION PROJECT
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost for **THE WESTWINDS, PLAT 9, STORM SEWER EXTENSION PROJECT** at its meeting at **5:30 P.M. on the 3rd day of July, 2023**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtVHNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **27th day of June, 2023**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 27th day of June, 2023**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 3rd day of July, 2023**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than July 24, 2023 and no later than October 2, 2023**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in July 2023.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from Kirkham Michael, 4390 114th Street, Urbandale, Iowa, 50322. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-270-0848 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

THE WESTWINDS, PLAT 9, STORM SEWER EXTENSION PROJECT

THE WESTWINDS, PLAT 9, STORM SEWER EXTENSION PROJECT includes extension of an existing storm sewer pipe between 2012 SW Westwinds Drive and 2016 SW Westwinds Drive.

The construction improvements include extension of the pipe to the nearby channel and restoration of areas impacted by the work, including but not limited to seeding and pavement replacement.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the overall project within **twenty-five (25) working days**. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1000.00) 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 **five (5) working days** commencing on a mutually agreed upon date following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **5th day of June, 2023**.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **7th day of June, 2023**.

Published in the Des Moines Register the **16th day of June, 2023**.



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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE WESTWINDS, PLAT 9, STORM SEWER EXTENSION PROJECT, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE WESTWINDS, PLAT 9, STORM SEWER EXTENSION PROJECT, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as The Westwinds, Plat 9, Storm Sewer Extension Project; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as The Westwinds, Plat 9, Storm Sewer Extension Project, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

THE WESTWINDS, PLAT 9, STORM SEWER EXTENSION PROJECT includes extension of an existing storm sewer pipe between 2012 SW Westwinds Drive and 2016 SW Westwinds Drive.

The construction improvements include extension of the pipe to the nearby channel and restoration of areas impacted by the work, including but not limited to seeding and pavement replacement.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to June 27, 2023, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on July 3, 2023, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on July 3, 2023.

PASSED AND APPROVED this 5th day of June, 2023.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Hawkeye Park Pond Improvements - Phase 3: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvement with RW Excavating Solutions, LC, in the amount of \$323,805.00; c) Final Payment #3 in the amount of \$5,937.50; and Retainage Payment in the amount of \$16,190.25.

EXECUTIVE SUMMARY:

The actions before the council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to RW Excavating Solutions, LC, on the Hawkeye Park Pond Improvements - Phase 3 project.

The Hawkeye Park Pond Improvements- Phase 3 project is now complete. A series of actions are needed in order to close out this construction project:

a) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications.

b) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the Hawkeye Park Pond Improvements - Phase 3 project and establishes the final contract amount to be \$323,805.00.

c) Final Payment: RW Excavating Solutions, LC = \$5,937.50

Retainage Payment: RW Excavating Solutions, LC = \$16,937.50

It is recommended that the retainage payment be approved for payment 30 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 Engineer's Certificate of Completion for the Hawkeye Park Pond Improvements - Phase 3 project.

2. Adopt the Resolution accepting the Hawkeye Park Pond Improvements - Phase 3 project in the final contract amount of \$323,805.00.

3. Authorize Final Payment in the amount of \$5,937.50, and Retainage Payment in the amount of \$16,190.25.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

August 3, 2020: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3 (Final)
 Certificate of Completion
 Resolution

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: HAWKEYE PARK POND IMPROVEMENTS - PHASE 3
Contractor: RW EXCAVATING SOLUTIONS, LC
Address: 13293 SOUTH 88TH AVENUE WEST, PRAIRIE CITY, IOWA 50228
Finance Budget Code: 973.2973.4408 **Finance Project #** 973.4408
Vendor Project or Invoice #: 3 **PO #** n/a
Original Contract Date: August 3, 2020 **Vendor #** n/a

Date of Council Meeting: June 5, 2023 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: April 24, 2021 Through: May 19, 2023

Contract Summary

Original Contract Amount:	\$	297,555.00	
Net change by Change Orders:	\$	26,250.00	
Contract Amount to Date: (line 1 + 2)	\$	323,805.00	
 Total completed and stored to date:	\$	323,805.00	
Retainage: 5 % of Completed Work:	\$	16,190.25	
Total Earned less Retainage:	\$	307,614.75	
Less previous applications for payment:	\$	301,677.25	
SUBTOTAL	\$		5,937.50
 OTHER CHARGES (Attach an Itemized list)	\$		-
 CURRENT PAYMENT DUE	\$		5,937.50

Balance to finish, including retainage: \$ 16,190.25

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: RW EXCAVATING SOLUTIONS, LC
 Signature: [Signature] Firm Name: _____ Date: 5/25/23

Engineer / Consultant Approval: Snyder & Associates Inc.
 Signature: [Signature] Firm Name: _____ Date: 05/25/2023

City of Ankeny Staff Approval:
 Signature: [Signature] Date: 5/26/23

Submit to: Nick Lenox. - Parks & Recreation Director
E-mail: NLenox@AnkenyIowa.gov **Phone:** (515) 963-3576 **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
1.1	Mobilization / Construction Fence	LS	1		1.00	\$20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	-	100.00%
2.1	Demolition of Existing Trail	LS	1		1.00	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	-	100.00%
2.2	Earthwork Adjacent to Trail	LS	1		1.00	\$10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	-	100.00%
2.3	Earthwork at Spoils Dump Location	LS	1		1.00	\$33,000.00	\$ 33,000.00	1.00	\$ 33,000.00	-	100.00%
2.4	Dewatering	LS	1		1.00	\$20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	-	100.00%
2.5	Dredging of Pond to Existing Clay Liner	CY	4200		4,200.00	\$ 25.00	\$ 105,000.00	4,200.00	\$ 105,000.00	-	100.00%
3.1	Pond Inlet 15" CMP FES	LS	1		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	-	100.00%
3.2	Pond Inlet 8" CMP FES	LS	1		1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	-	100.00%
4.1	Trail Realignment (5" depth PCC)	SF	2250		2,250.00	\$ 5.56	\$ 12,510.00	2,250.00	\$ 12,510.00	-	100.00%
5.1	Shoreline Stabilization – Flex A Mat	LS	1		1.00	\$15,075.00	\$ 15,075.00	1.00	\$ 15,075.00	-	100.00%
5.2	Shoreline Stabilization – Coir Log	LS	1		1.00	\$ 4,050.00	\$ 4,050.00	1.00	\$ 4,050.00	-	100.00%
5.3	Shoreline Stabilization – Type 1 TRM	LS	1		1.00	\$ 4,920.00	\$ 4,920.00	1.00	\$ 4,920.00	-	100.00%
5.4	Erosion Control	LS	1		1.00	\$15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	-	100.00%
5.5	Seeding	LS	1		1.00	\$25,000.00	\$ 25,000.00	1.00	\$ 25,000.00	-	100.00%
	Fish Habitat Rip Rap Structure	EA	10		10.00	\$ 2,000.00	\$ 20,000.00	10.00	\$ 20,000.00	-	100.00%
	Fish Habitat Broken Concrete Structure	EA	5		5.00	\$ 1,200.00	\$ 6,000.00	5.00	\$ 6,000.00	-	100.00%
CO1	Additional earthwork at spoils location	CY		750.00	750.00	\$ 10.00	\$ 7,500.00	750.00	\$ 7,500.00	-	100.00%
	Additional dredging	CY		750.00	750.00	\$ 25.00	\$ 18,750.00	750.00	\$ 18,750.00	-	100.00%
	Additional drive repair	LS		1.00	1.00	\$ 1,250.00	\$ 1,250.00	1.00	\$ 1,250.00	-	100.00%
	Deduct rip rap fish habitat	EA		-0.625	(0.63)	\$ 2,000.00	\$ (1,250.00)	(0.63)	\$ (1,250.00)	-	100.00%
28					-		\$ -		\$ -	-	0.00%
29					-		\$ -		\$ -	-	0.00%
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71					-		\$ -		\$ -	-	0.00%
72					-		\$ -		\$ -	-	0.00%
73					-		\$ -		\$ -	-	0.00%
74					-		\$ -		\$ -	-	0.00%
75					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 323,805.00

\$ 323,805.00

0.00%

CERTIFICATE OF COMPLETION

HAWKEYE PARK POND IMPROVEMENTS PHASE 3 – POND DREDGING, SHORELINE RESTORATION & FISH HABITAT

Ankeny, Iowa

MAY 24, 2023

This is to certify that the construction improvements on the ***Hawkeye Park Pond Improvements Phase 3 – Pond Dredging, Shoreline Restoration & Fish Habitat*** have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is ***\$323,805.00***. I hereby recommend acceptance of the project.

Respectfully submitted,

***Clay R. Schneckloth, PLA
Project Manager
Snyder & Associates, Inc.
Iowa License Number 512***

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE HAWKEYE PARK POND IMPROVEMENTS – PHASE 3", 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 HAWKEYE PARK POND IMPROVEMENTS – PHASE 3

WHEREAS, on the 3rd day of August, 2020, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **RW Excavating Solutions, LC** of **Prairie City, Iowa**, for the construction of certain public improvements generally described as the Hawkeye Park Pond Improvements – Phase 3; 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 Project Manager filed with the Clerk on **May 24, 2023**:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be **\$323,805.00**, as shown in the report of the Engineer.

PASSED AND APPROVED this 5th day of June, 2023.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider a motion to approve and authorize the Mayor to execute a Facilities Agreement between the City of Ankeny, Iowa and the Ankeny Community School District.

EXECUTIVE SUMMARY:
As a designated meeting town for the upcoming RAGBRAI L event, the City is required to designate locations to serve as meet up sites for support teams and their vehicle. Additionally, as part of the emergency planning for the event, staff have also identified a need for access to facilities that can serve as sheltering locations in the event of an emergency situation, such as a tornado event while riders are passing through town. A number of facilities owned and operated by the Ankeny Community School District (ACSD) are strategically located along the RAGBRAI L route that can meet the aforementioned needs. City staff have since contacted ACSD administration with specific requests, as noted below.

1. **The City is requesting permission from the District to show the two high schools as designated support vehicle meet up locations. Vehicles could freely access the parking lots on July 26, 2023 as support vehicles for participants of RAGBRAI L. The City will provide trash**

containers, and portable restrooms (up to 10) per site. A water hydration station may be added to each site, but would be at the City's sole expense to provide for RAGBRAI L participants.

2. The City is requesting permission from the District to allow public safety officials to have access to District facilities, locations within .5 miles of the route, for the purpose of temporarily sheltering RAGBRAI riders during a tornado or severe event that calls for such sheltering on July 26, 2023.

3. The City is requesting permission from the District to remove the lock(s) and open the yellow gate(s) at Prairie Ridge Middle School for the purpose of allowing traffic access to and from the Parrish Park Townhomes during RAGBRAI L, on July 26, 2023.

ACSD has proposed executing a no-cost Facilities Agreement between the parties as a means to accommodate the City's request. The Facilities Agreement is included with this agenda item and if the City Council provides approval, the Mayor would sign the Agreement on behalf of the City.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Agreement

Permit # 2304-0105



Facilities Agreement

Last Edited: 4/25/23 at 12:32pm

From: Ankeny CSD
306 SW School Street
Ankeny, IA 50023

Contact/Billing Person: Mike Schrock

EVENT NAME: Ragbrai 2023 c/o City of Ankeny
To: City of Ankeny
220 W First Street
Ankeny, IA 50023

Date/Time	Location/Activity/Detail	Units	Rate	Subtotal
Tue 7/25/2023	Ankeny Centennial High School (Entire Building)			
5:00pm - 11:00pm	Ragbrai 2023 c/o City of Ankeny	6.00	\$ 0.00	\$ 0.00
Tue 7/25/2023	Ankeny High School (Entire Building)			
5:00pm - 11:00pm	Ragbrai 2023 c/o City of Ankeny	6.00	\$ 0.00	\$ 0.00
Wed 7/26/2023	Ankeny Centennial High School (Entire Building)			
5:00am - 11:00pm	Ragbrai 2023 c/o City of Ankeny	18.00	\$ 0.00	\$ 0.00
Wed 7/26/2023	Ankeny High School (Entire Building)			
5:00am - 11:00pm	Ragbrai 2023 c/o City of Ankeny	18.00	\$ 0.00	\$ 0.00
Wed 7/26/2023	Parkview Middle School - Parking Lot			
5:00am - 11:00pm	Ragbrai 2023 c/o City of Ankeny	18.00	\$ 0.00	\$ 0.00
Summary	Facilities Rental:	\$ 0.00	Estimated Total Charges:	\$ 0.00
	Other Needs:	\$ 0.00	Balance Due:	\$ 0.00
	Extra Charges:	\$ 0.00	Total Amount Paid:	\$ 0.00
			Remaining Balance Due:	\$ 0.00

Other Conditions:

Contract is for use of parking lots only, not internal use of any buildings unless emergency personnel are present. Any additional clean up needed by district staff will be billed to renter after event. Any damage will be billed to renter after event. **Use of tobacco or alcohol on school grounds is prohibited** The Parkview Middle School parking lot will be used for parking of city maintenance vehicles and volunteers. Centennial High School and Ankeny High School parking lots will be used as designated support vehicle meet up locations, the City may advertise these locations as such on RAGBRAI 2023 materials. The City will provide trash containers and up to ten portable restrooms each to CHS and AHS. A water hydration station may be added to each site at the City's expense. The yellow gates at Prairie Ridge Middle School will be unlocked. Ankeny Community School District is not responsible for any damage to vehicles. Immediately following event, City of Ankeny representative and Tim Simpkins (ACSD) will assess grounds.

The undersigned of the City of Ankeny, the organization requesting use of the Ankeny CSD facilities as noted in this contract. The Ankeny Community School District facilities and buildings are owned, maintained and supported by the public. The Board of Education actively seeks to promote and respond to the educational, recreational, civic and cultural needs of its total community through the total resources of the community schools. However, all school facilities have been primarily erected and maintained for the use of the students of Ankeny Schools and shall not be used for another purpose that will conflict with that use.

Security - Renter will have entrance point monitored by them at all times while door is unsecured.

Alcohol and Tobacco Products/Weapons - Not permitted on school grounds.

Cancellations by renter - Cancellation must be received by Community Engagement no later than 24 hours prior to the scheduled time of use, and no later than 15 days before your event if it requires any additional staff (custodial, light/sound, etc). Failure to make the proper notification will result in a 20% cancellation fee or minimum of \$25.

Facility Use Handbook - The User is responsible for knowing and insures that their group follows this handbook. A copy of the Facility Use Handbook may be requested through the Ankeny Community Engagement Department or found on the Facility Rentals page on the Ankeny Community School District website.

Follow Your Reservation Schedule - Please enter and exit the school at the designated access points given by Community Engagement and at the times on the contractual agreement.

Food and Drink - Refreshments are only allowed in the cafeteria.

Keep the School Clean - Leave it like you found it or even better. Please return to original format, take all trash to the dumpster outside of the building and make sure all floor and table surfaces have been cleaned. Check the restrooms and hallways for cleanliness. Excessive messes will be charged a clean-up fee. Refer to the Rental Expectations document you received with your contract.

Responsibility - The User is in charge and responsible of their group and behavior. Excessive damage may exceed the deposit and be billed after the contractual agreement. The User shall be liable for any and all losses, damages, or injuries sustained by any person due to the negligence of the renter. The User is also responsible for proper management of parking, building and crowd control with special regard for safety and capacity limits. The User and the group indemnify and hold harmless the school district from any and all losses, damages, or injuries.

Weather - In the event of inclement weather, the User is responsible to coordinate all notification of postponements or cancellations. If snow or ice removal is needed after school has been dismissed for the day (or for the previous school day), then the User is responsible to prepare, clean, safe access for evening or weekend usage. Prior to the contracted date, this contract and all applicable documents must be signed by the person responsible for the rental. The district reserves the right to deny, move, cancel or postpone any event. By signing this contract, the User warrants that they are a properly authorized representation of the group and/or organization and has read, understands and agrees to all terms outlined herein.

Signature
Tricia Hugeback
Ankeny CSD

Signature
MARK E. HOLM
City of Ankeny



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider a motion to adopt **RESOLUTION** approving an agreement between the City of Ankeny and the Ankeny Area Chamber of Commerce.

EXECUTIVE SUMMARY:
This item is requested for City Council consideration as a means to formalize the long-standing relationship that exists between the City of Ankeny and the Ankeny Area Chamber of Commerce for the annual SummerFest event. The Agreement outlines the public benefit received for the in-kind services provided, outlines expectations for the parties, and ensures proper insurance and indemnification is agreed upon. This type of Agreement is a requirement to account for the use of public funds in this manner with a non-profit organization.

The City and Chamber have a decades long relationship of promoting and celebrating the community. This relationship includes partnering on past SummerFest events and activities as well as the Celebrate Ankeny 2021 event held during COVID. The event is held annually and the City's participation includes hosting activities on City-owned property, closing certain streets for the event and parades, and providing

in-kind support services through the Police, Fire/EMS, Public Works, Communications, and Parks & Recreation departments. Staff from the City Manager's Office are also involved in event planning, accounting, and reporting.

An accounting of the City's obligation of resources, operational impacts, and costs associated with supporting the event is maintained for cost allocation purposes. This cost is reviewed with the City Council after the event which occurs through a presentation of a financial report that is requested to be received and filed. The most recent 2022 report is attached to this agenda item. The in-kind services and miscellaneous costs for the SummerFest and Celebrate Ankeny events are paid from the City Council authorized funds allocated from the Hotel/Motel Tax Fund that is discussed during the City's annual budget process.

FISCAL IMPACT: Yes

Costs associated with supporting the SummerFest event is specifically included in the City Council approved FY2024 budget. Funds from the Hotel/Motel Tax Fund are used to offset the staff resources and miscellaneous expenses incurred. Excluding the 2021 Celebrate Ankeny event, the five-year average expenditure to support SummerFest has been approximately \$55,000 annually.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends Council approve the motion adopting the resolution approving an agreement between the City of Ankeny and the Ankeny Area Chamber of Commerce.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Resolution No. 2007-201; SummerFest Policy approved by Motion of Council of 03/07/2011; and SummerFest 2022 Report.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Agreement
 2022 Financial Report

RESOLUTION 2023 –

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN EVENT AGREEMENT TO
PROVIDE IN-KIND SERVICES TO THE ANKENY AREA CHAMBER OF COMMERCE
IN SUPPORT OF SUMMERFEST 2023 AND SUMMERFEST PARADES**

WHEREAS, the City has been requested to provide in-kind services to the Chamber in support of the SummerFest and SummerFest Parades located on a blend of public and private property within The District, Uptown, and on City streets; and

WHEREAS, the City is the owner of certain streets and sidewalks located in the City of Ankeny, which streets and sidewalks in the area known as The District and Uptown have been requested by the Chamber to be approved for closure during SummerFest; and

WHEREAS, the City also is the owner of the certain parking lots located within the City of Ankeny adjacent to the Kirkendall Public Library, which parking lots have been requested by the Chamber to be used by the Chamber for SummerFest; and

WHEREAS, the City is the owner of the park known as Promenade Park located in the City of Ankeny, which park the Chamber has requested be used for the purpose of holding a firework display during Summerfest at The District; and

WHEREAS, the City is the owner of the park known as the Ankeny Market & Pavilion located in the City of Ankeny, which park the Chamber has requested be used for the purpose of holding a Family Fun Night in Uptown during SummerFest; and

WHEREAS, the Chamber and City desire that the City Streets, City Parking Lots, and City Parks, be used for the purpose of SummerFest and SummerFest Parades; and

WHEREAS, the Chamber has requested and the City desires to provide in-kind services for the support of SummerFest and the SummerFest Parades and have agreed to a set of terms and conditions, a copy of which agreement is hereto attached.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby authorizes the Mayor to sign the aforesaid Event Agreement on behalf of the City of Ankeny, Iowa, authorizing the Chamber the use of City Streets, City Parking Lots, and City Parks as set forth in the Event Agreement.

PASSED AND APPROVED this 5th day of June, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

EVENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of Ankeny, an Iowa municipal corporation (hereinafter "City"), and the Ankeny Area Chamber of Commerce (hereinafter "Chamber").

WHEREAS, the City has been requested to provide in-kind services to the Chamber in support of the SummerFest and SummerFest Parades located on a blend of public and private property within The District, City parks, and on City streets;

WHEREAS, the City is the owner of certain streets and sidewalks located in the City of Ankeny, which streets and sidewalks in the area known as The District have been requested by the Chamber to be approved for closure during SummerFest (collectively referred to herein as the "City Streets");

WHEREAS, the City also is the owner of the certain parking lots located within the City of Ankeny adjacent to the Kirkendall Public Library, which parking lots have been requested by the Chamber to be used by the Chamber for SummerFest (collectively referred to herein as the "City Parking Lots");

WHEREAS, the City is the owner of the park known as Promenade Park located in the City of Ankeny, which park the Chamber has requested be used for the purpose of holding a firework display during Summerfest (referred to herein as the "City Park");

WHEREAS, the City is the owner of the park known as Ankeny Market & Pavilion located in the City of Ankeny, which park the Chamber has requested be used for the purpose of holding a Family Fun Night during SummerFest (referred to herein as the "AMP");

WHEREAS, the Chamber and City desire that the City Streets, City Parking Lots, AMP, and City Park (collectively referred to herein as the "Event Property") be used for the purpose of SummerFest (the "Event") and SummerFest Parades (the "Event Parades"); and

WHEREAS, the Chamber has requested and the City desires to provide in-kind services for the support of the Event and the Event Parades.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on the 7th day of July 2023, and shall last the duration of the Event, terminating on the 10th day of July 2023 (the "Term").
2. **Location; Use:** The Chamber is hereby authorized to use the Event Property for the purposes of the Event and Event Parades during the Term.
3. **Duties and Obligations of Chamber:** Duties and obligations of the Chamber shall include, but are not limited to, those as described herein:
 - a) Organize, staff, manage, promote and pay for costs associated with the Event and Event Parades that are not otherwise covered by the City's in-kind resource allocation.
 - b) Prominently recognize the City as Event sponsor on all advertising and on website.

- c) Provide the City with an opportunity to set up an informational tent at the Event.
- d) Complete and provide the City with the results of a participant satisfaction survey within ninety (90) days of the end of the Term.
- e) Provide the City with a written event summary or presentation within six months of the end of the Term;
- f) Provide a location for a command post for City Fire Department and EMS staffing presence at the Event and for City Police Department command post.

4. Duties and Obligations of City: Duties and obligations of the City shall be as follows:

- a) Closure of City Streets as requested by the Chamber and approved by the City for the Event.
- b) Closure of City Streets as requested by the Chamber and approved by the City for Event Parades.
- c) Closure and use of City Parking Lots as requested by the Chamber and approved by the City for the Event.
- d) Closure of City Park as requested by the Chamber and approved by the City for the purpose of holding a firework display for the Event.
- e) Closure of the AMP as requested by the Chamber and approved by the City for the purpose of holding a Family Fun Night for the Event.
- f) Waiver of fees and charges for the Event, including:
 - i. 3-day temporary food vendor permit fee;
 - ii. AMP rental fee;
 - iii. Fire inspection fee;
 - iv. Food vendor application fee;
 - v. Temporary water meter fees; and
 - vi. Water provided for the Event through temporary meters.
- g) City Fire Department resources as deemed necessary and available by the City, including:
 - i. City Fire Department and EMS staffing presence at the Event and located at an event command post;
 - ii. Ambulance and EMS staffing located at the Event;
 - iii. Ride and game inspection prior to the start of the Event; and
 - iv. EMS gator to be used by City staff.
- h) City Parks and Recreation Department resources as deemed necessary and available by the City, including debris clean up at the City Park at the conclusion of the Event.
- i) City Police Department resources as deemed necessary and available by the City, including:
 - i. Patrol presence on the grounds of the Event, Event Parades, AMP, and City Park;
 - ii. Command post established for public safety personnel and monitoring of the Event;
 - iii. Officer escort for Chamber staff when making cash deposit during the Event and for night drops, which night drops shall require a police officer and cruiser escort to a bank; and
 - iv. Police cruiser to lead Event Parades.
- j) City Public Works Department resources as deemed necessary and available by the City, including:
 - i. Road barricades for Event Parades;
 - ii. Street sweeping of the City Streets used for Event Parades;
 - iii. Traffic cones, barricades, and road closure signs demarcating the Event Parade routes;
 - iv. Stop signs at the Event site as required by the City;
 - v. Temporary posts and barrier ropes around the safety zone for the firework display area, more particularly described on Exhibit "A" attached hereto.
- k) City Municipal Utility Department resources as deemed necessary and available by the City, including temporary water meter installations at a maximum of six locations for the Event.

5. **Liability of City:** The City shall not be liable for any damage, loss or injury to the person, property or effects of Chamber or any vendor, agent, servant, employee, patron or participant in the Event or Event Parades on, in or about the Event Property during the Event or Event Parades activities other than through the negligence attributed to the City. To the fullest extent permitted by law, the Chamber shall defend, hold harmless and indemnify the City from and against all claims, actions, liabilities, damages, losses, costs and expenses (including, without limitation, injury to or death of any persons and damage to property, economic and consequential damages and attorneys' fees) asserted by third parties against City arising out of negligent acts, errors or omissions or breach of the obligations set forth in this Agreement by the Chamber, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. However, the Chamber shall not be required to indemnify the City from the consequences of the City's own negligence.
6. **Insurance:** The Chamber shall carry and maintain during the entire term hereof at Chamber's sole cost and expense, broad form commercial liability insurance with limits of not less than Two Million Dollars (\$2,000,000). City shall be named as an additional insured on said policy. The Chamber shall provide City with the certificate and additionally insured endorsement verifying that said insurance is in full force and effect, not less than twenty (20) days prior to the start of Event and Event Parades. The Chamber shall be responsible for insuring its own personal property, and the City shall have no responsibility for insuring the same.
7. **Completeness of Agreement and Modification:** This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
8. **Certification of Authority:** The undersigned certify that the persons executing this agreement on behalf of the City and the Chamber have legal authority to enter into this agreement on behalf of the City and the Chamber respectively and have full authority to bind the City and the Chamber in a valid Agreement on the terms herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written:

City of Ankeny, Iowa

By: _____
Mark E. Holm, Mayor

Ankeny Area Chamber of Commerce

By: Melisa Cox
Melisa Cox, President/CEO

Attest:

By: _____
Michelle Yuska, City Clerk



Jennifer Sease
Administrative Services Director
City Manager's Office

Date: August 31, 2022
To: Mayor and City Council
Subject: Summerfest 2022

Background

In 2007, the Ankeny City Council adopted Resolution No. 2007-201 formally recognizing Ankeny Summerfest as a special community festival eligible for support from the City of Ankeny through in-kind services.

In 2011, the Ankeny City Council approved a Summerfest Policy. The policy provided that as long as this special community festival is administered by the Ankeny Area Chamber of Commerce, the City will continue providing an annual subsidy within its fiscal means. The policy capped the maximum City contribution of in-kind services at \$50,000 annually to be paid from the hotel/motel tax fund. The maximum contribution has been adjusted approximately 5% annually and is approved in the hotel/motel tax fund budget.

Financial and Operational Impacts

The table below represents the history of the City's Summerfest and Celebrate Ankeny commitment of in-kind services (primarily personnel costs and equipment usage):

Summerfest 2011	\$ 41,768.11	Summerfest 2017	\$ 58,742.52
Summerfest 2012	49,595.20	Summerfest 2018	58,657.37
Summerfest 2013	61,251.89	Summerfest 2019	59,180.95
Summerfest 2014	47,392.21	Celebrate Ankeny 2021	12,838.13
Summerfest 2015	46,918.98	Summerfest 2022	54,630.06
Summerfest 2016	45,615.81		

The table below represents the departmental costs related to Summerfest 2022:

Department	Personnel Costs Regular	Personnel Costs Overtime	Miscellaneous Costs	Total
Fire	\$ 5,856.96	\$ 2,470.53	\$ 956.93	\$ 9,284.42
IT	-	992.03	-	992.03
Park Maintenance	1,419.45	636.47	2,371.44	4,427.36
Police	9,815.19	19,037.41	-	28,852.60
Public Works	1,178.42	4,471.21	3,823.12	9,472.75
Water	260.90	1,056.58	283.42	1,600.90
Total	\$ 18,530.92	\$ 28,664.23	\$ 7,434.91	\$ 54,630.06

The FY 2023 budgeted commitment to Summerfest 2022 is \$71,000. The actual departmental costs of \$54,630.06 are \$16,369.94 below budget. These costs are paid from the Hotel/Motel Tax Fund. It is difficult to compare the costs of Summerfest 2022 to recent years due to the cancellation in 2020, the 1-day Celebrate Ankeny event in

2021 and the relocation to The District at Prairie Trail in 2022. The location change did reduce some in-kind services, primarily in the park maintenance and public works departments, but those were offset by the significant public safety resources required for the event. Additionally, payroll and benefits costs have increased annually since the full event was last held in 2019.

Conclusion

This report is intended to inform elected officials of the City's obligation of resources, operational impacts and costs associated with Summerfest 2022. It also demonstrates the City's commitment to Summerfest and provides valuable information to the Ankeny Area Chamber of Commerce.



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to adopt **RESOLUTION** authorizing the setting of a hearing on the proposal to lease property at 1520 SW Ordinance Road, Ankeny, Iowa, to the Ankeny Friends of the Arts, DBA, Ankeny Art Center. (date of hrg: 6/19/23 @ 5:30 p.m.)

EXECUTIVE SUMMARY:
The action before the City Council is the adoption of a Resolution regarding the proposed lease agreement between the City and the Ankeny Art Center, which involves setting a public hearing date on the agreement.

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

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

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

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

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

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

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

Sections 12 and 14: Increases insurance minimums.

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

FISCAL IMPACT: No

Approval of this specific item, setting a public hearing, does not carry a significant financial impact, however subsequent action by the City Council after the public hearing on the proposed lease agreement could impact future revenue generated by the tenant of the building.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Public Hearing Notice
 Agreement
 Agreement Exhibit A

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE SETTING OF A HEARING ON
APPROVAL OF LEASE AGREEMENT BY AND BETWEEN CITY OF
ANKENY AND ANKENY FRIENDS OF THE ARTS DBA ANKENY ART
CENTER**

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

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

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

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

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

WHEREAS, pursuant to Section 364.7 of the Iowa Code, a public hearing is required to lease the Property under the terms set out in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that a public hearing on the proposed Agreement is hereby set for the 19th day of June 2023 at 5:30 o’clock p.m., at City Council Chambers, 1250 SW District Drive, in the City of Ankeny.

BE IT FURTHER RESOLVED, that Notice of said hearing shall be published as required by law.

PASSED AND APPROVED, the 5th day of June 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

NOTICE OF PUBLIC HEARING

TO: ALL CITIZENS AND ALL PARTIES IN INTEREST WHO MAY BE ENTITLED TO NOTICE AND OPPORTUNITY TO BE HEARD ON INTENT APPROVE LEASE AGREEMENT BY AND BETWEEN THE CITY OF ANKENY AND ANKENY FRIENDS OF THE ARTS DBA ANKENY ART CENTER

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the City of Ankeny, Iowa, will hold a public hearing on the 19th day of June 2023, at 5:30 o'clock p.m. at City Council Chambers, 1250 SW District Drive, in the City of Ankeny, for purposes of discussing the intent approve Lease Agreement by and between the City of Ankeny and Ankeny Friends of the Arts, doing business as Ankeny Art Center, regarding the premises located at 1520 SW Ordinance Road, Ankeny, and legally described on Exhibit "A" attached hereto.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that a copy of proposed Lease Agreement can be seen at the City Clerk's Office located at the Ankeny City Hall, 410 W 1st Street, Ankeny, Iowa, during regular business hours through the date of the hearing.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that at the time and place aforesaid all persons will have opportunity to be heard for or against said agreement. Following such hearing, the Ankeny City Council will take action on said approval without further notice or opportunity for hearing.

DATED the 5th day of June 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

Published in the Des Moines Register on the ____ day of _____ 2023.

Lease Agreement

THIS AGREEMENT, made this the 15th day of May, 2023, by and between the City of Ankeny, Iowa, a Municipal Corporation, hereinafter referred to as "Lessor", and the Ankeny Friends of the Arts, doing business as, Ankeny Art Center, hereinafter referred to as "Lessee", as follows:

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

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

See Exhibit "A"

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

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

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

10. Possession. Lessee shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Lessor at the time and at the close of this Lease term, except as herein otherwise expressly provided.
11. Surrender of Premises at End of Term. Lessee agrees that upon the termination of this Lease, it will surrender, yield up or deliver the demised premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time or damage without fault or liability of Lessee.
12. Insurance. Lessee will keep Lessor and Lessee's property interest in the premises, and its liability in regard thereto, and the personal property on the premises, insured against hazards and casualties; that is, fire, and those items usually covered by extended coverage. The Lessee will procure and deliver to the Lessor a certificate from its insurance company to this effect. Such insurance shall be made payable to the parties hereto, as their interest may appear, except that the Lessee's share of such insurance proceeds are hereby assigned and made payable to the Lessor to secure rent or other obligations then due and owing Lessor by Lessee. The Lessee shall keep said building insured at Lessee's expense against hazards and other casualties for a face amount of no less than Five Hundred Thousand Dollars (\$500,000).
13. Insurance Proceeds. In the event of a partial destruction of the premises, Lessee may settle and adjust any claim against any insurance company under the aforementioned policies of insurance for the premises, but said insurance money shall be paid to and held by the Lessor to be used in payment for costs of repairs or restoration of the damaged building. If destruction is total, Lessor shall settle and adjust any claim for loss to the building and may apply the proceeds as Lessor sees fit, in which event this Lease shall cease and terminate.
14. Indemnity and Liability Insurance. Except as to any negligence of the Lessor, arising out of roof and structural parts of the building, the Lessee will protect, indemnify and save harmless the Lessor from and against any and all loss, costs, damage and expenses occasioned by or arising out of any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the demised premises or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof, by the Lessee or any person claiming through or under such Lessee. Lessee shall carry and maintain during the entire term hereof at Lessee's sole cost and expense, broad form commercial liability insurance with limits of not less than Two Million Dollars (\$2,000,000). Lessor shall be named as an additional insured on said policy. Lessee shall provide Lessor with the certificate and additionally insured endorsement verifying that said insurance is in full force and effect, not less than twenty (20) days prior to the start of Term. Notice of cancellation for certificates or policies naming the Lessor shall be delivered to Lessor with no less than thirty (30) days' notice by Lessee. Lessee shall be responsible for insuring its own personal property, and the City shall have no responsibility for insuring the same.

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

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

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

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

LESSOR:

City of Ankeny, Iowa

By: _____

Mark E. Holm, Mayor

Attest:

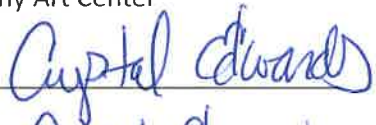
By: _____

Michelle Yuska, City Clerk

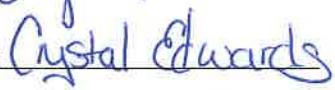
LESSEE:

Ankeny Friends of the Arts, DBA,
Ankeny Art Center

By: _____



Name: _____



Title: _____



EXHIBIT A

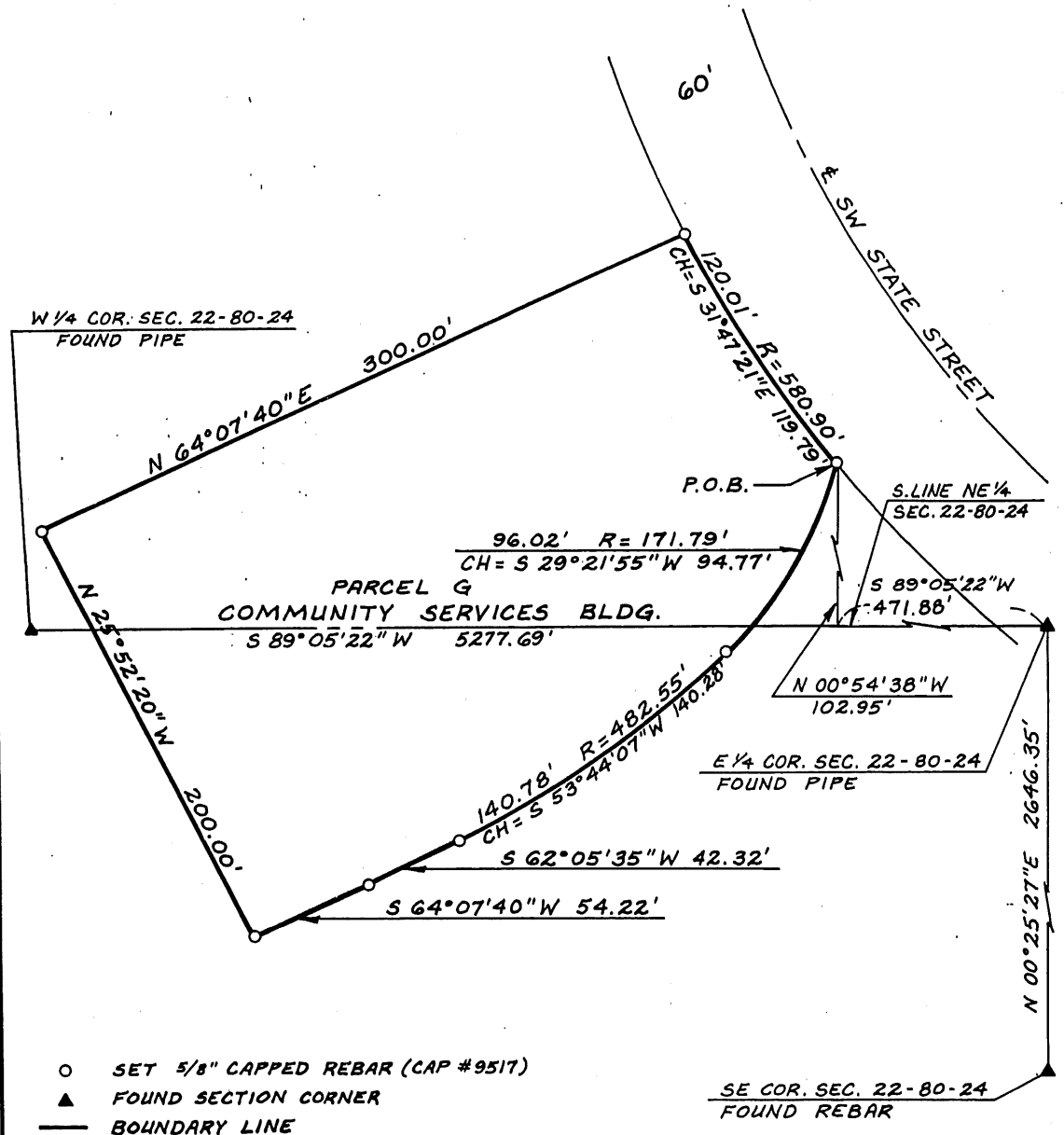
PARCEL G

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

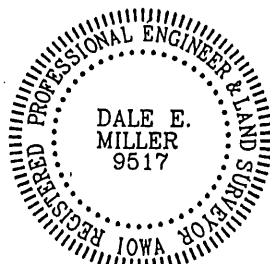
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 22, THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, ASSUMED TO BEAR SOUTH 89°05'22" WEST, A DISTANCE OF 471.88 FEET; THENCE NORTH 0°54'38" WEST, A DISTANCE OF 102.95 FEET TO THE POINT OF BEGINNING, WHICH IS A POINT ON THE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

PROPERTY DESCRIBED SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

CORRECTION PLAT OF SURVEY



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



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

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



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



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

ON
ON

WESTLAWN
PLACE PLAT
NO. 7

WESTLAWN
PLACE PLAT
NO. 6

FRONTIER
VILLAGE
PLAT NO. 1

CURVE PT. LOT 6

SW COR. LOT 9

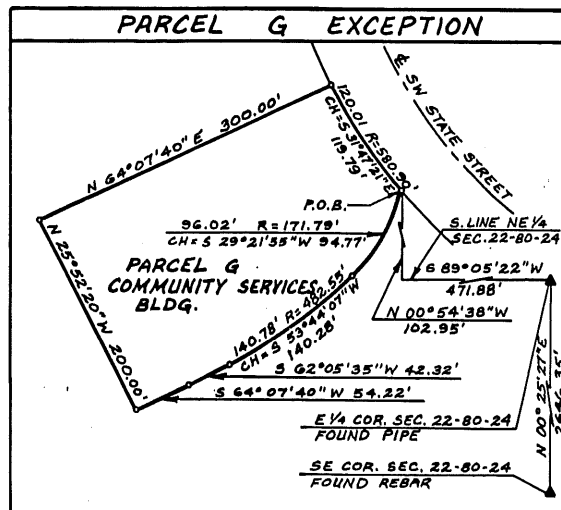
SW COR. LOT 6

ORDNANCE RD.
(S.W. THIRD ST.)

NW COR. LOT 66

NW COR. LOT 70

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

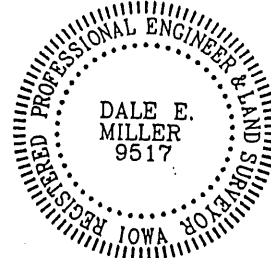


CURVE NO.	RADIUS	DELTA	LENGTH	CHORD
C1	2,954.79'	10° 36' 36"	547.16'	N 07° 27' 09" E 546.38'
C2	11,369.16'	00° 59' 01"	195.19'	N 12° 15' 56" E 195.19'
C3	460.90'	46° 37' 28"	375.06'	S 24° 07' 56" E 364.79'
C4	580.90'	61° 10' 23"	620.21'	S 31° 24' 23" E 591.17'
C5	691.20'	13° 02' 26"	157.32'	S 67° 52'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



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

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



S 89°14'38"W 2635.45' 272.35'
 5¼ COR. SEC. 22-80-24 SE COR. SEC. 22-80-24
 FOUND ¾" PIPE FOUND REBAR

PLATE	DATE	TITLE
		<i>PARCEL F</i>
	K.M.A. NO.	PROJECT
	<i>B900534</i>	<i>SW STATE STREET</i>



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



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider a motion to adopt **RESOLUTION** setting a public hearing concerning amendments to the code of ordinances of the City of Ankeny, Iowa, by amending Chapter 75 – Provisions pertaining to operation of UTVs on City streets (date of hrg: 6/19/2023 @ 5:30 p.m.)

EXECUTIVE SUMMARY:
City Council have received requests from community members to consider changing Chapter 75 of the Ankeny Municipal Code - All Terrain Vehicles and Snowmobiles - to allow operation of UTVs on city streets. Presentations were provided to the Council on February 6 2023, April 3, 2023, and May 15, 2023 regarding UTV's and proposed recommendations by City staff. As directed during said meetings, changes requested by City Council have been incorporated into a draft ordinance and a public hearing date is being proposed.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
To approve the resolution setting the public hearing for June 19, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Resolution - UTV Ordinance
 NOH - UTV Ordinance
 Proposed UTV Ordinance

RESOLUTION XX-XXX

A RESOLUTION SETTING A PUBLIC HEARING CONCERNING AMENDMENTS TO THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING CHAPTER 75 – PROVISIONS PERTAINING TO OPERATION OF UTVS ON CITY STREETS

WHEREAS, the City Council of Ankeny, Iowa is considering an amendment to the Ankeny Code of Ordinances; and

WHEREAS, an amendment to Chapter 75, All-Terrain Vehicles and Snowmobiles is being considered as it pertains to UTVs; and

WHEREAS, motorized vehicles known as Utility Task Vehicles or UTVs are not permitted to be operated on public streets in the City of Ankeny; and

WHEREAS, City Council is considering to allow the operation of UTVs within the City limits on certain public streets if all conditions of the proposed ordinance are met; and

WHEREAS, the City Council determined that it is necessary to set this matter for a public hearing to receive input for and against the proposed ordinance from any interested party.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa sets a public hearing on the proposed amendment in the Council Chambers at Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa 50023 for June 19th, 2023 at 5:30 p.m. at which time it will hear comments for or against the adoption of a proposed amendment; and the City Clerk is hereby authorized and directed to publish notice of this hearing as required by law.

Passed and approved this 5th day of June, 2023.

Mark E. Holm, Mayor

Michelle Yuska, City Clerk

NOTICE OF HEARING CONCERNING AMENDMENTS TO THE ANKENY CODE OF ORDINANCES PERTAINING TO ALLOWING UTV USE ON PUBLIC STREETS

Notice is hereby given that a public hearing will be held by the City of Ankeny, Iowa on the 19th day of June, 2023 at 5:30 P.M. in the City Council Chambers located at Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023, for the purpose of amending the Ankeny Code of Ordinances.

The proposed comprehensive changes are to amend Chapter 75 of the Code of Ordinances – All Terrain Vehicles and Snowmobiles – as it pertains to Utility Task Vehicles or UTVs. A copy of the proposed amendments to the Code of Ordinances of the City of Ankeny, Iowa is available on the City’s website at www.ankenyiowa.gov and in the City Clerk’s Office.

At the aforementioned time, oral comments may be made on the proposed amendments to the Code of Ordinances. Written comments may be filed electronically and sent to the City Clerk at myuska@ankenyiowa.gov or can be sent to Ankeny City Hall, 410 West First Street, Ankeny, IA 50023 prior to 4:30 P.M. on June 19, 2023. After said hearing, the City may take action on the proposed amendment.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend and submit comments virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtVHNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Questions regarding this hearing or the availability of documentation may be directed to the City Clerk’s Office at 515-965-6405.

DATED this 5th day of June, 2023.

Michelle Yuska, City Clerk

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

ORDINANCE NO. XXXXX

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

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

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

CHAPTER 75 ALL-TERRAIN VEHICLES AND SNOWMOBILES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Operators of UTVs must adhere to all traffic and parking laws, codes, rules, and regulations applicable to other motor vehicles, unless directed otherwise by this chapter.
8. UTVs must be equipped with:
 - a. Operational turn signal lamps with a manually operated switch controlled by the driver.
 - b. Properly operating speedometer and odometer calibrated in miles per hour and miles respectively and shall be fully illuminated when the headlamp(s) are activated.
 - c. Operational horn with a switch controlled by the driver.
 - d. Operational and adequate brakes to stop and hold the UTV in a stopped position.
 - e. Two operational headlamps and taillamps must be affixed to each side on the front and back of the UTV. Taillamps shall be red and include a stop lamp actuated by pressing the brake pedal. The use of light bars, spotlights, or decorative lights is not permitted while the UTV is being operated on City streets or highways.
 - f. Rear-facing mirror providing the operator with a clear view of the rear.
 - g. Department of Transportation rated tires which shall display the proper markings on the sidewall of the tire.
 - h. A system of seat belts, or a similar system, for restraining each occupant of the vehicle in the event of an accident.
 - i. A system of structural members designed to reduce the likelihood than an occupant would be crushed as the result of a rollover of the vehicle.
 - j. A muffler that shall limit engine noise to not more than 86 decibels, as measured on the "A" scale of the American National Standards Institute (ANSI), incorporated, publications S1.4-1961, general purpose sound level meters, at a distance of 50 feet.
9. All occupants, except as noted below, must wear safety belts or safety harnesses which meet the definition of a safety belt or safety harness set forth by Iowa Code § 321.445 while the UTV is in motion.
 - a. Children under one year old and weighing less than 20 pounds must be secured in a rear-facing child restraint system while the UTV is motion.
 - b. Children ages one to six years must be secured in a child restraint system (safety seat or booster seat) while the UTV is in motion.
 - 1) A child restraint system is a specially designed seating system, including a belt positioning seat or booster seat which meets federal motor vehicle safety standards. The child restraint system must be used in accordance with the manufacturer's instructions, the child must be secured in the child restraint, and the child restraint must be properly secured to the UTV.
 - c. No animals will be transported in the cargo portion, bed or attached trailer of a UTV unless they are contained within an enclosure secured to the UTV.
10. No seat shall be used by more than one person at a time.
11. No person my ride on the lap of another.
12. The number of passengers in a UTV shall not exceed the number of factory-installed seats in the UTV.

13. No cargo, materials, supplies, or other items may be transported on UTVs without being properly restrained.
14. UTV operators shall not allow any person in the cargo portion, bed or on an attached trailer while the UTV is being operated.
15. UTV doors or nets must be closed during operation if so equipped.
16. The number of passengers in a UTV shall not exceed the number of factory-installed seats in the UTV.
17. UTV operators shall not operate a UTV equipped with metal studded tires and/or tire chains on or alongside any City street or highway.
18. No open containers of alcohol shall be allowed while the UTV is being operated.
19. Drivers may not operate a UTV under the influence of intoxicating liquor or narcotics or habit-forming drugs as prescribed under Iowa Code Chapter 321J.
20. No UTV will be operated in a careless or reckless manner so as to: endanger any person; cause injury or damage to person or property; create unnecessary skidding or sliding; or cause a wheel or wheels to lose traction or contact with the ground.

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

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

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

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

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

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

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

75.13 LIMITATION OF LIABILITY OF CITY AND ADJOINING OWNERS. The city and the owners or tenants of property adjoining public lands or right-of-way of a public street or roadway and their agents and employees owe no duty of care to keep public lands, ditches, or land contiguous to a street or roadway under the control of the city safe for entry or use by persons operating an ATV, snowmobile or UTV, or to give any warning of a dangerous condition, use, structure, or activity on the premises to persons

entering for such purposes, except in the case of willful or malicious failure to guard or warn against a dangerous condition, use, structure, or activity. This section does not create a duty of care or grounds for liability on behalf of the city, or owners or tenants of property adjoining public lands or the right-of-way of public street or roadways and their agents and employees for injury to persons or property in the operation of an ATV, snowmobile or UTV in a ditch or on land contiguous to a street or roadway under the control of the city. The city, and the owners or tenants of property adjoining public lands or the right-of-way of a public street or roadway and their agents and employees are not liable for the operation of an ATV, snowmobile or UTV in violation of this chapter.

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

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

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

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

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

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-59

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-59.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2144:

An Ordinance vacating a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres (+/-). (PH 2023-35)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **Yes**

Convert nontaxable right-of-way into taxable property.

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of ORDINANCE 2144.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2144.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Vacation Plat

ORDINANCE

**AN ORDINANCE VACATING A PORTION OF PUBLIC RIGHT-OF-WAY
DESCRIBED AS LOT B, CROSSWINDS BUSINESS PARK PLAT 1, CONTAINING 1.90 ACRES (+/-)**

WHEREAS, pursuant to notice published in the manner required by law, on the 5th day of June, 2023, the City Council of the City of Ankeny, Iowa, held a public hearing on a proposal to vacate a portion of public right-of-way, as shown on the attached Right-Of-Way Vacation Plat; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of Ankeny that said right-of-way be vacated.

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

1. That the City of Ankeny does hereby vacate and release the following:

SEE ATTACHED RIGHT-OF-WAY VACATION PLAT

2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and
3. That this ordinance shall be in effect upon its final passage and publication required by law.

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

Attest:

Mark E. Holm, Mayor

Michelle Yuska, City Clerk

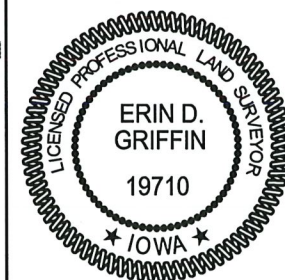
**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2023**

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

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

CURVE TABLE					
CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1 M&P	5°37'25"	180.00'	17.67'	8.84'	N5°04'14"W 17.66'
C2 M	11°50'15"	838.50'	173.24'	86.93'	N1°57'33"W 172.93'
C3 M	12°01'48"	784.50'	164.72'	82.66'	S1°51'46"E 164.41'
C4 M&P	19°01'58"	754.50'	250.63'	126.48'	S1°38'21"W 249.48'
C5 M&R	6°11'08"	838.50'	90.52'	45.30'	S7°03'08"W 90.48'
C6 M&P	9°13'56"	573.00'	92.33'	46.27'	S12°29'53"E 92.23'
C7 M&P	18°01'22"	838.50'	263.76'	132.98'	S1°08'01"W 262.67'

Erin D. Griffin, PLS _____ Date _____
License Number 19710
My License Renewal Date is December 31, 2023
Pages or sheets covered by this seal:
Sheet 1 of 1



V:\Projects\2023\123 0260.01\CADD\1230260 VACN.dwg AUSTIN DAVENPORT, 22X34 EXHIBIT L, 2023/04/14, 7:18 AM, ANSI FULL BLEED B (17.00 X 11.00 INCHES)

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 123.0304.01

Project No: 123.0504.01

Sheet 1 of 1



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

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

EXECUTIVE SUMMARY:

As the City of Ankeny continues to grow, occasional updates and changes are needed in the regulations governing public on-street parking in order to support traffic safety and mobility. The proposed revisions to Chapter 69 Parking Regulations, recommended by the Public Works Department, cover four primary purposes:

- to support traffic safety in street sections where additional travel lanes, such as left-turn lanes, are designated at intersections;
- to support intersection traffic safety by reducing sightline obstructions to on-coming vehicles;
- to support traffic flow on major thoroughfares; and
- to support pedestrian safety and reduce vehicle congestion during elementary and middle school

arrival and dismissal periods.

FISCAL IMPACT: No

The associated expense will be for the sign procurement. Installation will be completed by City staff.

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2145 to amend Chapter 69, Parking Regulations, of the Municipal Code.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Letters will be sent on June 1, 2023 to residents along the street sections where changes to parking regulations are proposed.

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2145.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 69, PARKING REGULATIONS,
OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA**

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 69 of the Code of Ordinances to match current standards and practices.

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

Section 1: That Section 69.04, Angle Parking, be and is hereby amended to delete the stricken language and to include the underlined language:

Angle or diagonal parking is permitted on public streets only where parking spaces are properly marked to indicate individual angle or diagonal parking spaces. ~~in the following locations:~~

(Code of Iowa, Sec. 321.361)

- ~~1. Southwest 3rd Street. On the north side of Southwest 3rd Street from a point 100 feet west of Southwest Maple Street to a point 100 feet east of Southwest Walnut Street, and on the south side of Southwest 3rd Street from a point 100 feet west of Southwest Maple to Southwest Maple Street, and from a point 25 feet east of Southwest Cherry Street to Southwest Walnut Street;~~
- ~~2. Southwest Cherry Street. On both sides of Southwest Cherry Street from Southwest 3rd Street to Southwest 2nd Street, and on the east side of Southwest Cherry Street from a point 28 feet south of Southwest 3rd Street to a point 103 feet south of Southwest 3rd Street;~~
- ~~3. Southwest Walnut Street. On the west side of Southwest Walnut Street from Southwest 3rd Street to Southwest 2nd Street;~~
- ~~4. Southwest Maple Street. On the west side of Southwest Maple Street from a point 30 feet south of Southwest 3rd Street to a point 332 feet south on Southwest Maple Street.~~
- ~~5. Southwest 4th Street. On the north side of Southwest 4th Street from a point 15 feet west of Southwest Maple Street to a point 134 feet west on Southwest 4th Street;~~
- ~~6. Southwest Maple Street. On the east side of Southwest Maple Street from a point 217 feet south of Southwest 4th Street to a point 100 feet south on Southwest Maple Street;~~
- ~~7. Southwest 5th Street. On the north side of Southwest 5th Street from a point 20 feet east of Southwest Maple Street to a point 110 feet east on Southwest 5th Street;~~
- ~~8. Southwest 2nd Street. On the south side of Southwest 2nd Street from a point 20 feet west of Southwest Walnut Street to a point 134 feet west of Southwest Walnut Street;~~
- ~~9. Southwest School Street. On the west side of Southwest School Street from Southwest School Street and Southlawn Drive to a point 328 feet south of Southwest School Street and Southwest Southlawn Drive.~~

~~10. — Maple Street. On the west side of Maple Street from a point 50 feet south of the centerline of West 1st Street to a point 50 feet north of the centerline of Southwest 2nd Street.~~

Section 2: That Section 69.10, No Parking on North and East Sides of Streets, be and is hereby amended to include the underlined language:

1. Exceptions. Notwithstanding the provisions of this section, parking is prohibited in the following locations, but permitted along the curb opposite such locations, as follows:

W. On the south side of Northwest 19th Street and Northwest 19th Court from Northwest Boulder Ridge Lane to the east end of Northwest 19th Court
X. On the south side of Southwest Prairie Trail Parkway from Southwest College Avenue to 250 feet west of Southwest State Street

2. Exceptions. Notwithstanding the provisions of this section parking is authorized or prohibited along certain street as hereinafter set forth:

BC. Southeast 3rd Street. Parking is prohibited on the south side of Southeast 3rd Street on local public school attendance days between the hours of 7:00 am to 9:00 am and 2:00 pm to 4:00 pm from Southeast Trilein Drive to Southeast Wanda Drive.

BD. Southwest White Birch Drive. Parking is prohibited on both sides of Southwest White Birch Drive from Southwest White Birch Circle to Southwest Plaza Shops Lane.

BE. Southwest Cherry Street. Parking is prohibited on both sides of Southwest Cherry Street from 100 feet north of Southwest Ordinance Road to 150 feet south of Southwest Magazine Road, except in marked parking spaces.

BF. Southwest Des Moines Street. Parking is prohibited on both sides of Southwest Des Moines Street from 200 feet north of Southwest Magazine Road to 650 feet south of Southwest Magazine Road.

BG. Southwest College Avenue. Parking is prohibited on both sides of Southwest College Avenue from Southwest Oralabor Road to Southwest Plaza Parkway.

BH. Southwest 11th Street. Parking is prohibited on the south side of Southwest 11th Street on local public school attendance days between the hours of 7:30 am to 9:30 am and 2:30 pm to 4:30 pm from Southwest Des Moines Street to Southwest Cherry Street.

BI. Southwest Oralabor Frontage Road. Parking is prohibited on both sides of Southwest Oralabor Frontage Road.

BJ. Northeast Threshold Drive. Parking is prohibited on both sides of Northeast Threshold Drive from Northeast 36th Street to Northeast 38th Street.

BK. Northeast 38th Street. Parking is prohibited on both sides of Northeast 38th Street from Northeast Threshold Drive to Northeast Four Mile Drive.

BL. Northeast 40th Street. Parking is prohibited on both sides of Northeast 40th Street from Northeast Spectrum Drive to Northeast Four Mile Drive.

BM. Southwest Prairie Trail Parkway. Parking is prohibited on both sides of Southwest Prairie Trail Parkway from Southwest Irvinedale Drive to Southwest Plaza Parkway.

B.O. Southwest Woodbury Lane. Parking is prohibited on both sides of Southwest Woodbury Lane from Southwest Woodland Court to Southwest Irvinedale Drive.

Section 3: That Section 69.11, No Parking on Both Sides, be and is hereby amended to delete the stricken language and include the underlined language:

2. Major Thoroughfares. On both sides of the following major thoroughfares:

I. Southeast Eastlawn Drive from Southeast Grant Street to Ankeny Boulevard;

J. Southeast Peterson Drive from Southeast Grant Street to Ankeny Boulevard;

K. Southeast 3rd Street from Southeast Grant Street to Ankeny Boulevard;

M. Southwest 3rd Street from Southwest Maple Street to Southwest Scott Street, ~~and from Southwest Scott Street west to Southwest Flynn Drive~~, except where head-in or angle parking exists, and from Southwest State Street to Southwest 3rd Street Place;

Y. Southwest State Street, except in marked parking spaces;

II. Northeast Frisk Drive;

JJ. Southeast Frisk Drive

KK. Northeast Four Mile Drive;

LL. Southeast Four Mile Drive;

MM. Northeast Deerfield Drive from 250 feet north of Northeast 8th Street to Northeast 18th Street;

NN. Northeast Spectrum Drive;

OO. Northwest 54th Street;

PP. Northeast 54th Street;

QQ. Southeast 54th Street;

RR. Southeast Crosswinds Drive;

SS. Southeast Corporate Woods Drive;

TT. Southeast 90th Street;

UU. Southwest Magazine Road, except in marked parking spaces;

VV. Southwest Vintage Parkway, except in marked parking spaces.

Section 4: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny, Iowa, this ____ day of _____ 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Published in the Des Moines Register
On the ____ day of _____, 2023

1st Con _____
2nd Con _____
3rd Con _____



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Proposed 80/20 Voluntary Urbanized Annexation of certain territory owned by Hope K Farms, LLC and Clayton Mitchell Living Trust, located adjacent to the southeast quadrant of the City of Ankeny. (PH 2023-36)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to receive and file the April 10, 2023 Consultation Meeting Report.

Action: Consider motion to adopt **RESOLUTION** annexing certain territory owned by Hope K Farms, LLC and Clayton Mitchell Living Trust, located adjacent to the southeast quadrant of the City of Ankeny.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Annexation Map
 Consultation Meeting Report

RESOLUTION

RESOLUTION ANNEXING CERTAIN TERRITORY OWNED BY HOPE K FARMS, LLC AND CLAYTON MITCHELL LIVING TRUST, LOCATED ADJACENT TO THE SOUTHEAST QUADRANT FO THE CITY OF ANKENY

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

LEGAL DESCRIPTION:

OUTLOT X, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

PARCEL 'O', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 15089, PAGE 430 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 111.18 acres (+/-) of land adjacent to the southeast quadrant of Ankeny, generally located ¼-mile south of SE Oralabor Road/NE 78th Avenue and east of NE Berwick Drive.

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

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

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

LEGAL DESCRIPTION:

LOT 1, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 2, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 1, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 2, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 3, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 4, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 5, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 6, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 7, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 8, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 9, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 10, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 26.11 acres (+/-) of land adjacent to the petitioned 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; and

WHEREAS, all non-consenting owners of the above properties, all owners of property adjoining the territory, the Chairperson of the County Board of Supervisors, all affected public utilities, the Iowa Attorney General, Polk County Attorney, the Metropolitan Planning Organization, and Regional Planning Authority have been notified 14 business days prior to the date of this resolution by regular mail; and all non-consenting property owners and affected public utilities have been notified by 14 business days prior to the date of this resolution by certified mail; and, further, notice of the proposed annexation was published at least 14 business days prior to the date of this resolution.

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

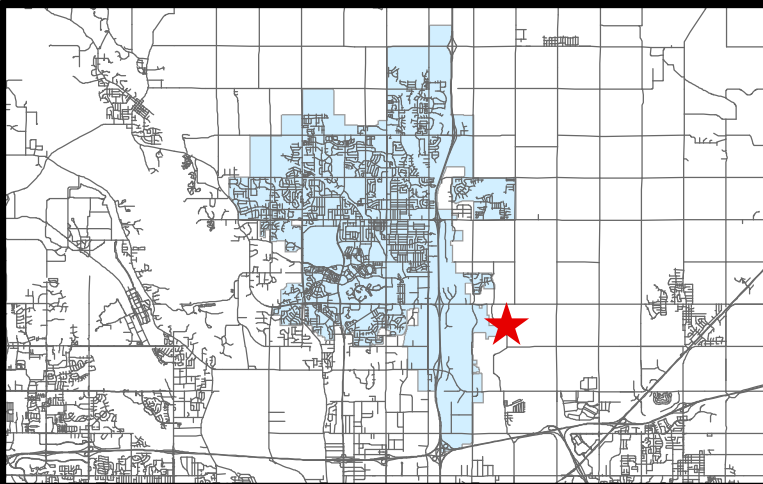
PASSED AND APPROVED this 5th day of June, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



Vicinity Map

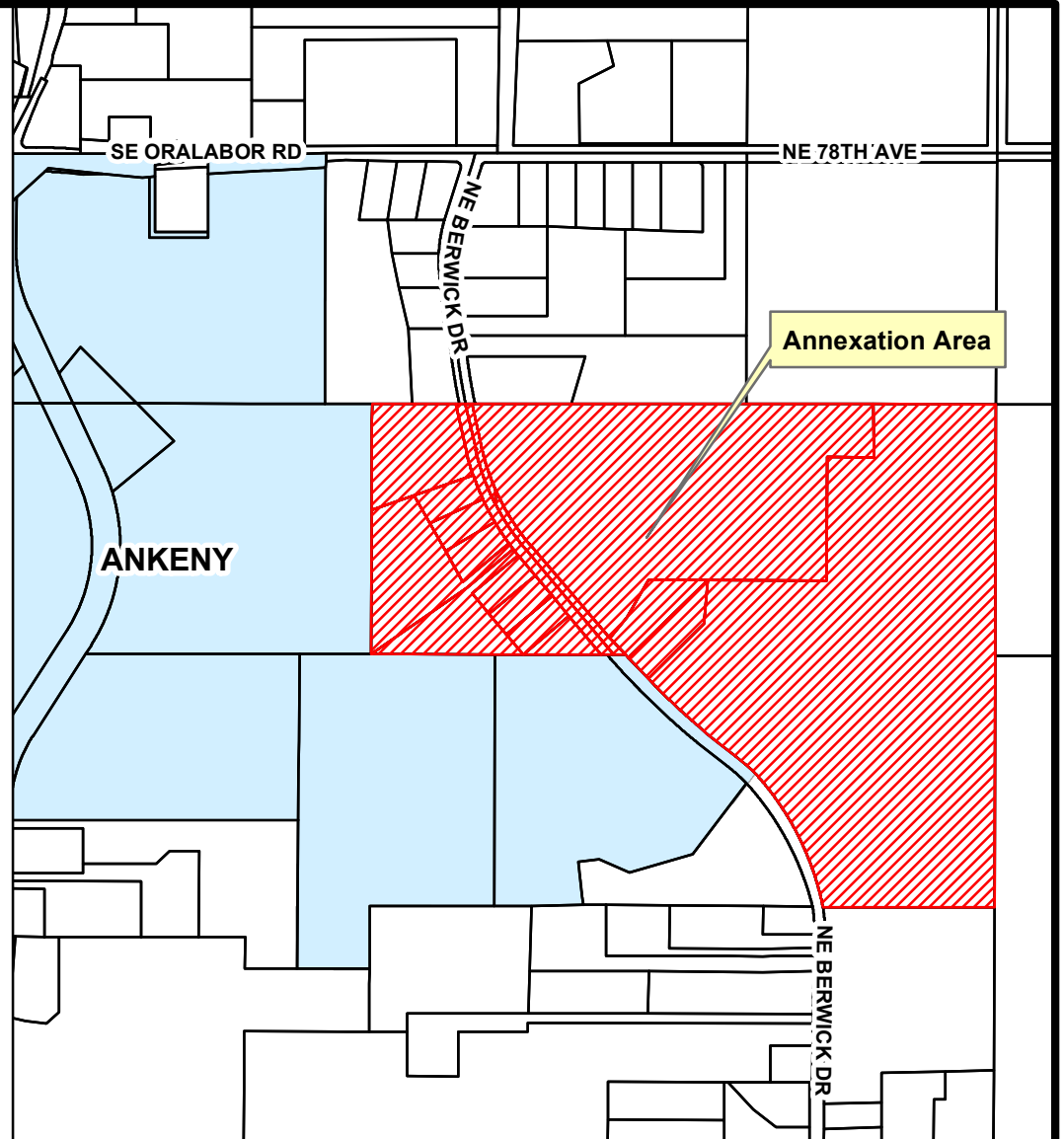
Legal Description:

THAT PART OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, INCLUDING THE ENTIRETY OF DRA ACRES PLAT 1, AN OFFICIAL PLAT, AS SHOWN ON THE ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA, AND THE ENTIRETY OF PARCEL 'O', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 15089, PAGE 430 IN SAID OFFICE OF THE RECORDER, AND THE ENTIRETY OAKWOOD HEIGHTS, AN OFFICIAL PLAT, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN SAID OFFICE OF THE RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE S00°02'07"W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1325.24 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE S00°07'49"W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1316.81 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE S89°58'34"W ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 894.86 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NE BERWICK DRIVE; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1594.16 FEET, WHOSE ARC LENGTH IS 797.86 FEET AND WHOSE CHORD BEARS N28°04'03"W, 789.56 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY AND ALONG A CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS IS 283.00 FEET, WHOSE ARC LENGTH IS 38.49 FEET AND WHOSE CHORD BEARS N46°18'08"W, 38.46 FEET; THENCE NORTH 59°11'56"W WEST ALONG SAID EASTERLY RIGHT-OF-WAY, 39.91 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 2033.00 FEET, WHOSE ARC LENGTH IS 67.37 FEET AND WHOSE CHORD BEARS N51°08'54"W, 67.37 FEET; THENCE N52°05'51"W ALONG SAID EASTERLY RIGHT-OF-WAY, 130.63 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY AND ALONG A CURVE CONCAVE NORTHEASTERLY, WHOSE RADIUS IS 1907.00 FEET, WHOSE ARC LENGTH IS 65.14 FEET AND WHOSE CHORD BEARS N51°08'56"W, 65.14 FEET; THENCE N50°12'09"W CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY, 58.84 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY AND ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2967.00 FEET, WHOSE ARC LENGTH IS 309.64 FEET AND WHOSE CHORD BEARS N47°12'37"W, 309.50 FEET; THENCE N44°13'14"W CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY, 227.740 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE N89°46'55"W ALONG SAID SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 54.10 FEET TO THE SOUTHEAST PLAT CORNER OF AFORESAID OAKWOOD HEIGHTS; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, BEING THE SOUTH PLAT LINE OF SAID OAKWOOD HEIGHTS, N89°46'55"W, A DISTANCE OF 626.51 FEET TO THE CENTER OF SAID SECTION 32; THENCE N89°53'33"W ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, BEING THE SOUTH PLAT LINE OF SAID OAKWOOD HEIGHTS, A DISTANCE OF 654.27 FEET TO THE SOUTHWEST PLAT CORNER OF SAID OAKWOOD HEIGHTS; THENCE N00°18'17"E ALONG THE WEST PLAT LINE OF SAID OAKWOOD HEIGHTS, A DISTANCE OF 1322.32 FEET TO THE NORTHWEST PLAT CORNER OF SAID OAKWOOD HEIGHTS; THENCE S89°57'28"E ALONG THE NORTH PLAT LINE OF SAID OAKWOOD HEIGHTS, BEING THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER, A DISTANCE OF 493.57 FEET TO THE NORTHEAST PLAT CORNER OF SAID OAKWOOD HEIGHTS, ALSO BEING THE NORTHWEST CORNER OF AFORESAID PARCEL 'O'; THENCE S89°57'28"E ALONG THE NORTH LINE OF SAID PARCEL 'O', BEING THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 160.30 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE S89°51'29"E ALONG THE NORTH LINE OF SAID PARCEL 'O' AND THE NORTH LINE OF SAID SOUTH HALF, A DISTANCE OF 2,639.84 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 140.4 ACRES +/- . THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD.

Property Owners:

Hope K. Farms, LLC., Clayton Mitchell Living Trust, Richard H. Backus, Marlis J. Backus, Robert L. Stephenson, Shelli R. Stephenson, Bradley O. Johnson, Brian C. Johnson, Harold C. Tyler, Thomas L. Tyler, Wayne W. Biehl, Robyn R. Biehl, Derek Peterson, Elizabeth Peterson, Andrew W. Swanson, Rhonda L. Swanson



1 inch = 1,000 feet

Annexation Map



BERWICK-ATI GROUP ANNEXATION



Sheet No.
1 of 15

Community Development
Department

Drawn By: DS

Checked By: EB

Date: March 20, 2023

Notices mailed by certified mail to:

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

Mary Ellen Cory, Clerk
Douglas Township
10941 NE 56th Street
Elkhart, IA 50073

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

Justin Hutton, Trustee
Douglas Township
7612 NE 46th Street
Bondurant, IA 50035

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

Notices mailed by regular mail to:

Bret VandeLune, Planning and Development
Manager
Polk County
5885 NE 14th Street
Des Moines, IA 50313

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

Meeting Date: April 10, 2023 – 10:00 a.m.

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

Attendance: Eric Carstens, Planning Manager, City of Ankeny
Derek Silverthorn, Associate Planner, City of Ankeny
Mary Ellen Cory, Clerk, Douglas Township
JoAnn Adamson, Trustee, Douglas Township

**Written Comments
Received:** None



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Delaware Ground Storage Reservoir Rehabilitation (PH 2023-37)

EXECUTIVE SUMMARY:

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

The Bid Opening for this project was held on Tuesday, May 30, 2023. Ten (10) bids were received as follows:

Tanks Co, Inc.	\$241,500.00
Worldwide Industries Corp	\$279,290.00
Viking Painting, LLC	\$288,700.00
Classic Protective Coatings	\$317,950.00

O & J Coatings	\$321,000.00
G & L Sandblasting	\$347,000.00
MW Cole Construction	\$347,000.00
The Osseo Construction Co.	\$395,500.00
McGill Restoration	\$459,205.00
TMI Coatings	\$509,000.00

The Engineer's Estimate for the project was \$307,000.00. The bids ranged from approximately 21% below to 66% above the estimate. The City reviewed the bid results both internally and with the project's engineering consultant. We have checked references of this contractor and it sounds like they have successfully completed previous projects within budget and on schedule. It is recommended that the project be awarded to Tanks Co, Inc., of Fort Worth, Texas.

Pending project approval and award by City Council, the contractor will have until October 20, 2023, to complete the project, with a starting date of no earlier than September 11, 2023.

FISCAL IMPACT: **No**

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost (\$307,000.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the Delaware Ground Storage Reservoir Rehabilitation Project.
3. Receive and file the report of bids received on May 30, 2023.
4. Approve Resolution, making award of construction contract to Tanks Co, Inc., of Fort Worth, Texas.
5. Approve Resolution, approving contract and bonds with Tanks Co, Inc., in the amount of \$241,500.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

April 7, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as May 9, 2023, and setting the public hearing date as May 15, 2023.

May 15, 2023: The City Council approved a postponement of the bid opening date to May 30, 2023 and setting the public hearing date as June 5, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION
 adopting plans, specifications, form of contract and estimate of cost \$307,000.00; 2)

receive and file report of bids received May 30, 2023; 3) adopt
RESOLUTION making award of construction contract with TanksCo
Inc. in the amount of \$241,500.00; and 4) adopt RESOLUTION
 approving contract and bonds with TanksCo Inc.in the amount of \$241,500.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution - Adopt Plans & Specs
 Bid Sheet
 Bid Tab
 Resolution - Making Award
 Resolution - Approving contract
 Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE DELAWARE GROUND STORAGE RESERVOIR REHABILITATION", 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
DELAWARE GROUND STORAGE RESERVOIR
REHABILITATION

WHEREAS, on the **2nd** day of **June**, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Delaware Ground Storage Reservoir Rehabilitation; 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 5th day of June, 2023.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



BID LETTING

10:30 A.M.

MAY 30, 2023

DELAWARE GROUND STORAGE RESERVOIR REHABILITATION

The purpose of this meeting is to receive, open and tabulate bids for construction of the Delaware Ground Storage Reservoir Rehabilitation project in accordance with the Plans and Specifications prepared by Dixon Engineering.

Don Clark, Municipal Utilities Director

Project Estimate of Cost \$ 307,000⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ✓	Classic Protective Coatings N 7670 State Rd 25 Menomonie WI 54751	317950 ⁰⁰	
2) ✓	TMT Coatings 3291 Terminal Dr St Paul MN 55121	509000 ⁰⁰	✓
3) ✓	Worldwide Industries Corp 470 Mitchell Hill Rd Butler PA 16003-1681	279290 ⁰⁰	✓
4) ✓	O + J Coatings Inc 1720 Cynthia Ln Hurst TX 76054	321000 ⁰⁰	✓
5) ✓	G + L Tank Sandblasting 2101 Hwy 64 W Shelbyville TN 37160	347000 ⁰⁰	✓
A 6) ✓ under down	Tankco Inc 1516 Royster Rd Fort Worth TX 76134	241500 ⁰⁰	✓

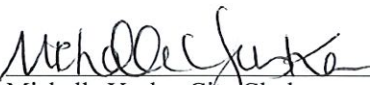
*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) ✓	m.w. Cole Construction 2989 Bonifay Path The Villages FL 32163	347,900 ⁰⁰	✓
8) ✓	The Osseo Construction LLC PO Box 143 Osseo WI 54758	395,500 ⁰⁰	✓
9) ✓	Viking Painting LLC 10905 Harrison St La Vista NE 68128	288,700 ⁰⁰	✓
10) ✓	McGill Restoration 2821 Grebe St Omaha NE 68112	459,205 ⁰⁰	✓
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 5, 2023 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Don Clark, Municipal Utilities Director

**Ankeny, Iowa - Delaware Ground Storage Reservoir
2023 Water Tower Painting Project**

	TMI Coatings	O&J Coatings	Worldwide	Viking Ind.	MW Cole	G&L Tank	Classic Prot.	Osseo Con.	McGill Rest.	Tanks Co.
Ground Storage Reservoir Mod.										
Sidewall Manway (1)	12,000	10,000	16,950	9,500	10,000	6,500	9,500	11,000	15,134	6,000
Overflow Pipe Discharge Mod. (2)	5,000	5,000	5,850	5,500	5,000	1,500	3,600	7,000	18,384	5,500
Sidewall Platform (3)	23,000	8,000	7,270	10,500	15,000	10,000	15,700	7,000	17,680	8,000
Ladder Mod. & Vandal Guard (4)	9,000	3,000	8,900	8,300	6,000	9,500	3,500	5,000	11,344	8,200
Roof Vent (5)	13,000	10,000	7,100	10,000	9,000	6,500	7,000	11,000	21,592	11,500
Roof Handrail & Painter's Rail (6)	27,000	15,000	22,400	24,000	20,000	16,500	25,900	30,000	28,463	24,800
Ground Storage Reservoir Coating										
Exterior Repaint w/ Containment (7)	366,000	230,000	164,610	175,700	249,000	260,000	213,000	274,000	295,583	141,500
Lettering & Logo (8)	10,000	10,000	13,100	5,500	4,000	9,000	7,500	18,000	13,820	8,000
Ground Storage Reservoir Equipment										
Cathodic Protection (9)	44,000	30,000	33,110	39,700	29,000	27,500	32,250	32,500	37,205	28,000
Project Total	509,000	321,000	279,290	288,700	347,000	347,000	317,950	395,500	459,205	241,500
Bid Bond	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%

Corrected

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE DELAWARE GROUND STORAGE RESERVOIR REHABILITATION", and moved:

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE DELAWARE GROUND STORAGE
RESERVOIR REHABILITATION

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 Delaware Ground Storage Reservoir Rehabilitation, described in the plans and specifications heretofore adopted by this Council on June 5, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **TanksCo Inc.** of **Fort Worth, TX**

Amount of bid: **\$241,500.00**

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 5th day of June, 2023.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE DELAWARE GROUND STORAGE RESERVOIR REHABILITATION", 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 DELAWARE GROUND STORAGE
RESERVOIR REHABILITATION

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 Delaware Ground Storage Reservoir Rehabilitation, 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: **TanksCo Inc.** of **Fort Worth, TX**

Amount of bid: **\$241,500.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 5th day of June, 2023.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



Delaware Ground Storage Reservoir Rehabilitation Project



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed 2023 Creekside Park Improvements (PH 2023-38)

EXECUTIVE SUMMARY:

Creekside Park improvements include grading, installation of PCC paving, playground equipment with poured-in-place rubber surface, and permanent seeding.

Other associated improvements include drinking fountain installation, open shelter structure (ADD ALT), erosion control, temporary traffic control, tree planting, and miscellaneous work necessary to complete the project.

The bid opening for this project was held on Tuesday, May 30, 2023. Three (3) bids were received as follows:

1. Howrey Construction, Inc.

Base Bid	\$218,190.50
Add-Alt	\$56,860.00

2. Caliber Concrete, LLC
Base Bid \$265,047.96
Add-Alt \$45,878

3. GTG Construction, LLC
Base Bid \$300,284.35
Add-Alt \$68,220.00

The Engineer's Estimate for the project was a based bid of \$194,129.50, and an add alternate of \$30,040.00. The low base bid was approximately 12% above the estimate. Parks & Recreation Department staff reviewed the bid results both internally and with the project's engineering consultant. It is recommended to omit the add-alternate from the project and award the base bid portion to Howrey Construction, Inc. 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 23, 2023, and shall fully complete the project no later than October 27, 2023.

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost (Base Bid \$194,129.50; Add-Alt \$30,040.00' Total \$224,169.50).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the Creekside Park Development project.
3. Receive and file the report of bids received on May 30, 2023.
4. Approve Resolution, making award of construction contract to Howrey Construction, Inc., of Rockwell City, Iowa.
5. Approve Resolution, approving contract and bonds with Howrey Construction, Inc., in the amount of \$218,190.50.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

May 1, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as May 30, 2023, and setting the public hearing date as June 5, 2023.

PUBLIC OUTREACH EFFORTS:

A project information letter will go out to neighboring park residents regarding the project's award and construction timeline.

ACTION REQUESTED:

Action: Consider motion to adopt 1) **RESOLUTION**
adopting plans, specifications, form of contract and estimate of cost \$194,129.50; 2)
receive and file report of bids received May 30, 2023; 3) adopt
RESOLUTIONmaking award of construction contract with Howrey

Construction, Inc. in the amount of \$218,190.50; and 4) adopt
RESOLUTION approving contract and bonds with Howrey
Construction, Inc. in the amount of \$218,190.50.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download	
	Resolution - Adopt Plans & Specs
	Bid Sheet
	Bid Tab
	Resolution - Making Award
	Resolution - Approving contract
	Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2023 CREEKSIDE 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 2023 CREEKSIDE PARK IMPROVEMENTS

WHEREAS, on the **2nd** day of **June**, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2023 Creekside 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 5th day of June, 2023.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Whereupon, there was received and filed the City Manager or his designee's report of the bids received on May 30, 2023, at 10:30 A.M., and publicly opened pursuant to the resolution of the Council and notice duly posted for construction of certain public improvements described in general as the 2023 Creekside Park Improvements, in accordance with the plans and specifications now adopted, as attached following:

(Attach copy of report of bids received)

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023 CREEKSIDE 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 _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE 2023 CREEKSIDE 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 2023 Creekside Park Improvements, described in the plans and specifications heretofore adopted by this Council on June 5, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: _____ of _____

Amount of bid: _____

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 5th day of June, 2023.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(SEAL)

ITEM TO INCLUDE ON AGENDA

CITY OF ANKENY, IOWA

- Resolution approving construction contract and bond for the construction of the 2023 Creekside Park Improvements.

NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE CITY.

_____, 2023

The City Council of the City of Ankeny, State of Iowa, met in _____ session, in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2023 CREEKSIDE 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 APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE 2023 CREEKSIDE 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 2023 Creekside 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: _____ of _____

Amount of bid: _____

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2023.

City Clerk, City of Ankeny, State of Iowa

(SEAL)

Report of Opening of Construction Bids

A public meeting was held at 10:30 A.M., on May 30, 2023, at the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, presided over by the City Manager of the City of Ankeny, State of Iowa.

Present were:

The City Manager thereupon announced that a purpose of this meeting was to receive, open and tabulate bids for the construction of the 2023 Creekside Park Improvements, in accordance with the plans and specifications heretofore filed with the Clerk. The following bids were thereupon received, opened, inspected and tabulated, to-wit:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
-----------------------------------	----------------------

Whereupon the City Manager declared that all bids have been received and that the City Council will consider and act on the bids at its meeting as provided in the notice to bidders heretofore posted.

City Manager

ATTEST:

City Clerk



BID LETTING

10:30 A.M.

MAY 30, 2023

2023 CREEKSIDE PARK IMPROVEMENTS

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2023 Creekside Park Improvements project, in accordance with the Plans and Specifications prepared by Nilles Associates.

Nick Lenox, Parks & Recreation Director

Project Estimate of Cost \$ 224,319.50 Base Bid \$ 191,279.50 Alternate Bid 30040⁰⁰
224,169.50

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ☒	Caliber Concrete LLC 309 Audubon St Adair IA 50002	TTL <u>310925⁰⁰</u> Alt. _____ Base _____	_____
2) ☒	Howrey Construction 316 Austin St Rockwell City IA 50579	TTL <u>275050⁰⁰</u> Alt. <u>56800.00</u> * Base: <u>218190.50</u>	_____
3) ☒	GTC Construction LLC 6505 Merle Hwy Rd Johnston IA 50131	TTL <u>362504.35</u> Alt. <u>62220.00</u> Base <u>300284.35</u>	_____
4) _____	_____	Alt. _____	_____
5) _____	_____	Alt. _____	_____
6) _____	_____	Alt. _____	_____

*Apparent Low Bidder

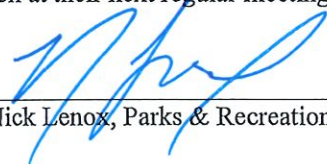
Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	_____ _____ _____	_____ Alt. _____	_____
8) _____	_____ _____ _____	_____ Alt. _____	_____
9) _____	_____ _____ _____	_____ Alt. _____	_____
10) _____	_____ _____ _____	_____ Alt. _____	_____
11) _____	_____ _____ _____	_____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

*Apparent Low Bidder

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

ATTEST:


 Diane Klemme, Deputy City Clerk
 Michelle Yuska


 Nick Lenox, Parks & Recreation Director

BID TABULATION
Creekside Park Improvements
City of Ankeny - Parks & Recreation
May 30, 2023, 10:30 am

				Engineer's Opinion of Cost		1		2		3	
				Probable Cost							
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
	EARTHWORK										
2.01	Topsoil, On-Site, 4" Depth	CY	277	\$17.00	\$4,709.00	\$30.00	\$8,310.00	\$16.63	\$4,606.51	\$23.15	\$6,412.55
2.02	Excavation, Class 10	CY	97	\$12.50	\$1,212.50	\$77.50	\$7,517.50	\$97.35	\$9,442.95	\$38.55	\$3,739.35
	WATER MAINS AND APPURTENANCES										
5.01	Drinking Fountain Connection, Installation & Sump Pit	LS	1	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$4,900.00	\$4,900.00	\$17,335.00	\$17,335.00
	CONCRETE AND RELATED WORK										
7.01	Removal of Sidewalk	SY	12	\$140.00	\$1,680.00	\$41.75	\$501.00	\$15.00	\$180.00	\$71.00	\$852.00
7.02	Sidewalk, PCC, 4-Inch, Non-Reinforced	SY	150	\$60.00	\$9,000.00	\$151.00	\$22,650.00	\$94.30	\$14,145.00	\$96.00	\$14,400.00
7.03	Playground Pad, PCC, 4-Inch, Reinforced	SY	380	\$70.00	\$26,600.00	\$78.00	\$29,640.00	\$99.00	\$37,620.00	\$170.50	\$64,790.00
7.04	Sidewalk Assurance Testing	LS	1	\$1,100.00	\$1,100.00	\$650.00	\$650.00	\$1,200.00	\$1,200.00	\$1,385.00	\$1,385.00
7.05	Poured-in-Place Rubber Surfacing	SF	3,185	\$22.00	\$70,070.00	\$19.00	\$60,515.00	\$26.00	\$82,810.00	\$22.25	\$70,866.25
7.06	Playground Equipment and Footings	LS	1	\$35,000.00	\$35,000.00	\$45,000.00	\$45,000.00	\$65,630.00	\$65,630.00	\$44,370.00	\$44,370.00
	TRAFFIC CONTROL										
8.01	Traffic Control	LS	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
	SITE WORK AND LANDSCAPING										
9.01	Conventional Seeding, Type 1 (Permanent Lawn Mixture)	AC	0.5	\$2,750.00	\$1,375.00	\$8,500.00	\$4,250.00	\$2,500.00	\$1,250.00	\$3,300.00	\$1,650.00
9.02	Trees, Deciduous, 2" Caliper	EA	5	\$600.00	\$3,000.00	\$800.00	\$4,000.00	\$900.00	\$4,500.00	\$660.00	\$3,300.00
9.03	Temporary RECP, Type 2.D (Short-term)	SY	125	\$20.00	\$2,500.00	\$7.50	\$937.50	\$5.00	\$625.00	\$5.60	\$700.00
9.04	Wattles, 9-Inch Dia.	LF	260	\$5.00	\$1,300.00	\$4.25	\$1,105.00	\$3.00	\$780.00	\$3.50	\$910.00
9.05	Wattles, 9-Inch Dia., Removal	LF	260	\$1.00	\$260.00	\$2.25	\$585.00	\$1.00	\$260.00	\$1.15	\$299.00
9.06	Silt Fence	LF	383	\$5.00	\$1,915.00	\$4.25	\$1,627.75	\$2.50	\$957.50	\$3.30	\$1,263.90
9.07	Silt Fence, Removal	LF	383	\$1.00	\$383.00	\$2.25	\$861.75	\$1.00	\$383.00	\$1.10	\$421.30
9.08	Stabilized Construction Entrance	SY	85	\$20.00	\$1,700.00	\$35.00	\$2,975.00	\$20.00	\$1,700.00	\$75.00	\$6,375.00
9.09	Erosion Control Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	1	\$4,900.00	\$4,900.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00
9.10	Inlet Protection Device, Drop-In	EA	2	\$290.00	\$580.00	\$200.00	\$400.00	\$350.00	\$700.00	\$275.00	\$550.00
9.11	Inlet Protection Device, Maintenance	EA	3	\$115.00	\$345.00	\$55.00	\$165.00	\$350.00	\$1,050.00	\$55.00	\$165.00
	MISCELLANEOUS										
11.01	Mobilization	LS	1	\$14,000.00	\$14,000.00	\$14,250.00	\$14,250.00	\$27,308.00	\$27,308.00	\$53,000.00	\$53,000.00
11.02	Concrete Washout	LS	1	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
TOTAL BASE BID:						\$194,129.50		\$218,190.50		\$265,047.96	
TOTAL ON BID PROPOSAL:								\$218,190.50		\$265,047.96	

	ADD-ALTERNATE										
12.01	Shelter Pad, PCC, 5-Inch, Reinforced	SY	72	\$70.00	\$5,040.00	\$130.00	\$9,360.00	\$99.00	\$7,128.00	\$135.00	\$9,720.00
12.02	Shelter and Footings	LS	1	\$25,000.00	\$25,000.00	\$47,500.00	\$47,500.00	\$38,750.00	\$38,750.00	\$53,000.00	\$53,000.00
TOTAL ADD ALTERNATE:						\$30,040.00		\$56,860.00		\$45,878.00	
TOTAL ON ADD ALTERNATE:								\$56,860.00		\$45,878.00	

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023 CREEKSIDE 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 _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE 2023 CREEKSIDE 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 2023 Creekside Park Improvements, described in the plans and specifications heretofore adopted by this Council on June 5, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Howrey Construction, Inc. of Rockwell City, IA

Amount of bid: \$218,190.50

Portion of project: All construction work

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

PASSED AND APPROVED this 5th day of June, 2023.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2023 CREEKSIDE 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 2023 CREEKSIDE 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 2023 Creekside 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: **Howrey Construction, Inc.** of **Rockwell City, IA**

Amount of bid: **\$218,190.50**

Bond surety: _____

Date of bond: _____

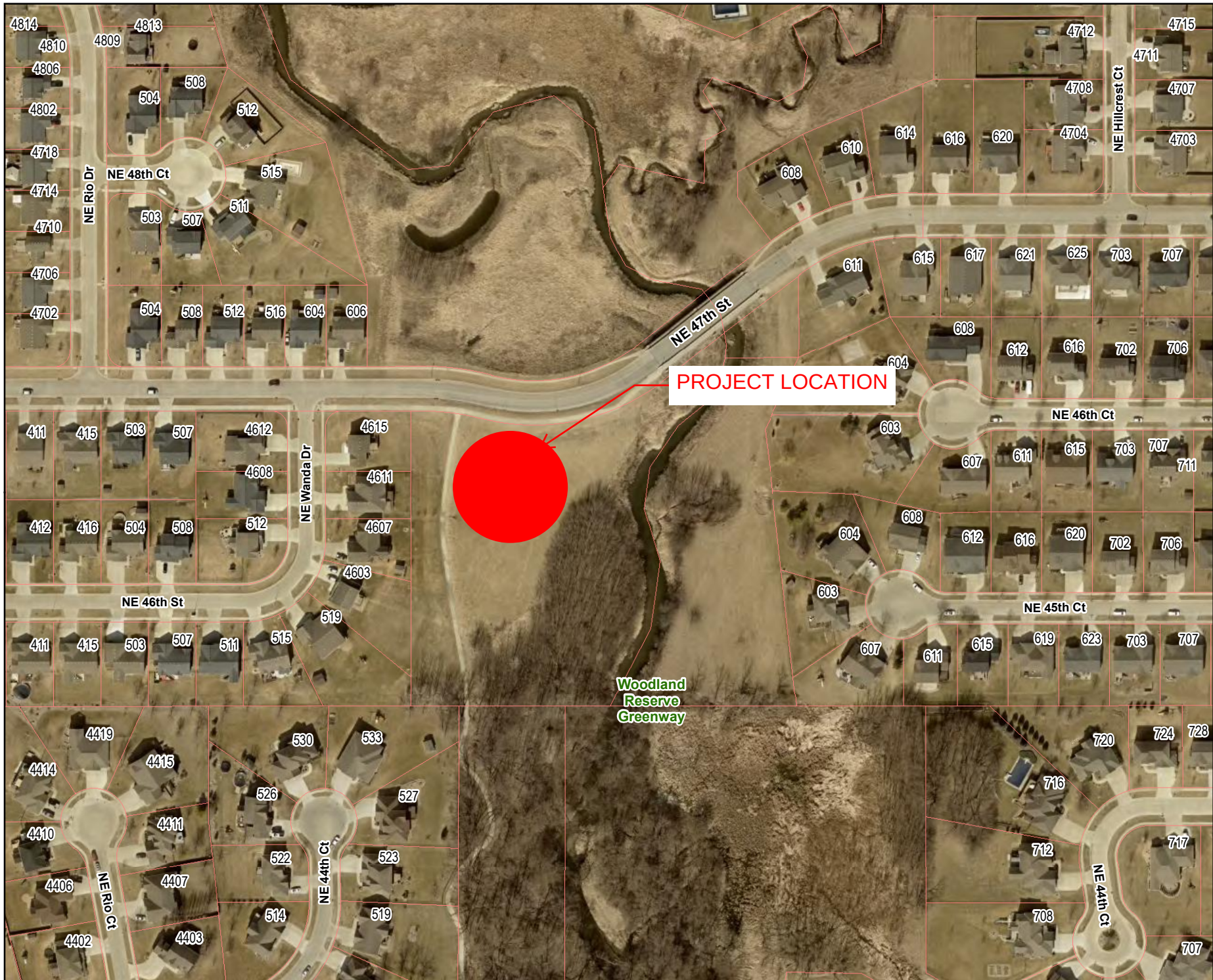
Portion of project: All construction work

PASSED AND APPROVED this 5th day of June, 2023.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



CREEKSIDE PARK LOCATION MAP
Map is for Locational Purposes Only.



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2023 (PH 2023-39)

EXECUTIVE SUMMARY:
The FY 2023 budget amendment includes the following changes:

- Amended revenues include increases in hotel/motel taxes, utility franchise taxes and recreation program fees.
- Amended expenditures include increases related to acquisition of water territory, hotel/motel tax commitments, operation of Prairie Ridge Sports Complex soccer concessions, purchase and replacement of public safety equipment, refunds and vehicle and equipment repairs and maintenance.

FISCAL IMPACT: **Yes**
Overall, the budget amendment results in no change to the projected ending fund balance at June 30, 2023.

CITY MANAGER'S RECOMMENDATIONS:
Recommend proposed amendment of current budget for fiscal year ending June 30, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Notice of public hearing was published in the Des Moines Register on May 22, 2023.

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION amending the current budget for fiscal year ending June 30, 2023.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 FY 2023 Budget Amendment Detail

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2023 - AMENDMENT # 2

To the Auditor of POLK County, Iowa:

The City Council of ANKENY in said County/Counties met on 06/05/2023 05:30 PM, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. 2023-245**A RESOLUTION AMENDING THE CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 2023****(AS LAST CERTIFIED OR AMENDED ON 03/20/2023)****Be it Resolved by the Council of City of ANKENY**

Section 1. Following notice published/posted 05/22/2023 and the public hearing held 06/05/2023 05:30 PM the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at the hearing:

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	45,079,675	0	45,079,675
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	45,079,675	0	45,079,675
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	9,902,142	0	9,902,142
Other City Taxes	6	3,904,624	485,000	4,389,624
Licenses & Permits	7	2,258,500	0	2,258,500
Use of Money & Property	8	3,340,730	0	3,340,730
Intergovernmental	9	13,501,402	0	13,501,402
Charges for Service	10	46,175,837	53,000	46,228,837
Special Assessments	11	277,158	0	277,158
Miscellaneous	12	5,643,743	0	5,643,743
Other Financing Sources	13	36,152,451	0	36,152,451
Transfers In	14	18,024,759	125,000	18,149,759
Total Revenues & Other Sources	15	184,261,021	663,000	184,924,021
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	28,446,365	252,200	28,698,565
Public Works	17	8,874,935	34,000	8,908,935
Health and Social Services	18	0	0	0
Culture and Recreation	19	10,862,102	159,300	11,021,402
Community and Economic Development	20	5,268,193	0	5,268,193
General Government	21	4,916,162	0	4,916,162
Debt Service	22	24,205,486	0	24,205,486
Capital Projects	23	45,745,401	0	45,745,401
Total Government Activities Expenditures	24	128,318,644	445,500	128,764,144
Business Type/Enterprise	25	60,708,849	92,500	60,801,349
Total Gov Activities & Business Expenditures	26	189,027,493	538,000	189,565,493
Transfers Out	27	18,024,759	125,000	18,149,759
Total Expenditures/Transfers Out	28	207,052,252	663,000	207,715,252
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-22,791,231	0	-22,791,231
Beginning Fund Balance July 1, 2022	30	149,746,442	0	149,746,442
Ending Fund Balance June 30, 2023	31	126,955,211	0	126,955,211

Explanation of Changes: Amended revenues include increases in hotel/motel taxes, utility franchise taxes and recreation program fees. Amended expenditures include increases related to acquisition of water territory, hotel/motel tax commitments, operation of Prairie Ridge Sports Complex soccer concessions, purchase and replacement of public safety equipment, refunds and vehicle and equipment repairs and maintenance.

06/05/2023

City Clerk/Administrator Signature of Certification

Adopted On

Mayor Signature of Certification

FY 2023 Budget Amendment Detail

Budget Code	Line Item	Amendment Line	Fund	Department	Description	Amount
Revenues & Other Financing Sources						
100.4885.3261	Hotel/Motel Tax	Other City Taxes	General	Finance	Hotel/Motel Taxes	\$ 125,000
100.4885.3266	Utility Franchise Tax	Other City Taxes	General	Finance	Utility Franchise Taxes	360,000
100.2442.3615	Special Program Fees	Charges for Services	General	Recreation	Special Program Fees	11,000
100.2442.3616	Recreation Program Fees	Charges for Services	General	Recreation	Recreation Program Fees	23,000
100.2443.3611	Season Passes	Charges for Services	General	Community Centers	Senior Community Center Memberships	11,000
100.2443.3616	Recreation Program Fees	Charges for Services	General	Community Centers	Recreation Program Fees	8,000
233.2233.5328	Equity/Expense Transfer	Transfers In	Hotel/Motel Tax	Hotel/Motel Tax	Hotel/Motel Taxes	125,000
Total Revenues and Other Sources						\$ 663,000
Expenditures & Other Financing Uses						
100.1111.4212	Legal & Recording Services	Public Safety	General	Police Administration	Legal Services	\$ 12,000
100.1112.4271	Revolving Services	Public Safety	General	Police Operations	Vehicle Repairs & Maintenance	18,000
100.1112.4272	Vehicle & Equipment Services	Public Safety	General	Police Operations	Vehicle Repairs & Maintenance	3,000
100.1112.4354	Minor Equipment	Public Safety	General	Police Operations	Drone	16,000
100.1112.4382	Vehicles & Motorized Equipment Maintenance Supplies	Public Safety	General	Police Operations	Vehicles & Motorized Equipment Maintenance Supplies	7,000
100.1112.4427	Vehicles	Public Safety	General	Police Operations	In Car Video System	11,500
100.1141.4380	Building Maintenance Supplies	Public Safety	General	Fire Administration	Building Maintenance Supplies	6,000
100.1142.4272	Vehicle & Equipment Services	Public Safety	General	Fire Suppression	Vehicle Repairs & Maintenance	51,000
100.1142.4382	Vehicles & Motorized Equipment Maintenance Supplies	Public Safety	General	Fire Suppression	Vehicles & Motorized Equipment Maintenance Supplies	20,000
100.1144.4354	Minor Equipment	Public Safety	General	Emergency Medical Services	Replace Chest Compression Systems (2)	19,700
100.1460.4297	Refunds	Public Safety	General	Code Enforcement	Building Permit Refunds	10,000
100.1460.4382	Vehicles & Motorized Equipment Maintenance Supplies	Public Safety	General	Code Enforcement	Vehicles & Motorized Equipment Maintenance Supplies	4,000
290.1290.4118	MFPRSI	Public Safety	Police & Fire Retirement	Police & Fire Retirement	Military Earnable Compensation	74,000
260.3265.4271	Revolving Services	Public Works	Road Use Tax Fund	Traffic Safety	Vehicle Repairs & Maintenance	16,000
260.3265.4272	Vehicle & Equipment Services	Public Works	Road Use Tax Fund	Traffic Safety	Vehicle Repairs & Maintenance	2,000
260.3265.4288	Lights & Signals Services	Public Works	Road Use Tax Fund	Traffic Safety	Traffic Signal Repairs & Maintenance	10,000
260.3265.4382	Vehicles & Motorized Equipment Maintenance Supplies	Public Works	Road Use Tax Fund	Traffic Safety	Vehicles & Motorized Equipment Maintenance Supplies	6,000
100.2331.4297	Refunds	Culture & Recreation	General	Library	Refunds	3,000
100.2441.4380	Building Maintenance Supplies	Culture & Recreation	General	Park Maintenance	Building Maintenance Supplies	8,000
100.2442.4292	Special Program/Events - Services	Culture & Recreation	General	Recreation	Recreation Programming - Contracted Services	20,000
100.2442.4295	Sales, Property & Other Taxes	Culture & Recreation	General	Recreation	Sales Tax	2,000
100.2442.4343	Special Program/Events - Supplies	Culture & Recreation	General	Recreation	Recreation Programming - Supplies	3,000
100.2444.4227	Land & Tree Services	Culture & Recreation	General	Aquatic Centers	Facilities Landscaping Improvements	14,500
100.2445.4380	Building Maintenance Supplies	Culture & Recreation	General	Prairie Ridge Sports Complex	Building Maintenance Supplies	8,000
100.2446.4103	Temporary Wages	Culture & Recreation	General	Hawkeye Park Sports Complex	Prairie Ridge Sports Complex Soccer Concessions	16,000
100.2446.4116	FICA	Culture & Recreation	General	Hawkeye Park Sports Complex	Prairie Ridge Sports Complex Soccer Concessions	1,300

FY 2023 Budget Amendment Detail

100.2446.4261	Dues, Memberships & Licenses	Culture & Recreation	General	Hawkeye Park Sports Complex	Prairie Ridge Sports Complex Soccer Concessions	500
100.2446.4372	Food and Beverage	Culture & Recreation	General	Hawkeye Park Sports Complex	Prairie Ridge Sports Complex Soccer Concessions	10,000
100.2446.4380	Building Maintenance Supplies	Culture & Recreation	General	Hawkeye Park Sports Complex	Prairie Ridge Sports Complex Soccer Concessions	1,000
233.2233.4291	Contributions - Pay to Others	Culture & Recreation	Hotel/Motel Tax	Hotel/Motel Tax	Hotel/Motel Tax Commitments	72,000
510.3510.4291	Contributions - Pay to Others	Business Type/Enterprises	Water	Water Administration	Berwick Water Service Territory Acquisition	69,600
510.3510.4297	Refunds	Business Type/Enterprises	Water	Water Administration	Refunds	5,000
510.3512.4270	Building Maintenance Services	Business Type/Enterprises	Water	Water Maintenance	Building Maintenance Services	6,000
510.3512.4283	Pump Station Services	Business Type/Enterprises	Water	Water Maintenance	Valve Replacement	5,000
510.3512.4397	Water Meter Maintenance Supplies	Business Type/Enterprises	Water	Water Maintenance	Hydrant Water Meters	6,900
100.4885.5428	Equity/Expense Transfer	Transfers Out	General	Finance	Hotel/Motel Taxes	125,000
Total Expenditures/Transfers Out						\$ 663,000
Revenue Over (Under) Expenditures						\$ -
Non-Program (Unbudgeted Funds)						
720.5720.4256	Property and Liability Claims	Non-Program	Risk Management	Risk Management	Property and Liability Claims	\$ 20,000
Total Non-Program Expenditures						\$ 20,000



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Amended FY 2023 Fund Transfers

EXECUTIVE SUMMARY:
Administrative Rules Code 545-2.5 requires all transfers of funds from one budgeted fund to another budgeted fund be approved by resolution. The City approves fund transfers in the adoption of the annual budget and subsequent budget amendments. Fund transfers were approved as a part of the FY 2023 Budget adopted on March 21, 2022 and amended on March 20, 2023 and June 5, 2023.

The fiscal year 2023 fund transfers resolution is being amended due to the FY 2023 Budget Amendment adopted on June 5, 2023, in order to maintain compliance with Administrative Rules Code 545-2.5.

FISCAL IMPACT: **No**
None, as transfers were approved as part of the adoption of the annual budget and subsequent budget amendments.

CITY MANAGER'S RECOMMENDATIONS:

Recommend resolution approving amendment to fiscal year 2023 fund transfers.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt
RESOLUTION approving amendment to fiscal year 2023 fund transfers.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Exhibit A

RESOLUTION

A RESOLUTION APPROVING AMENDMENT TO FISCAL YEAR 2023 FUND TRANSFERS

WHEREAS, the City of Ankeny, Iowa approves fund transfers in the adoption of the annual budget and subsequent budget amendments, and

WHEREAS, the City Council approved fund transfers as part of the FY 2023 Budget adopted on March 21, 2022 and FY 2023 Budget Amendment adopted on March 20, 2023 and June 5, 2023, and

WHEREAS, Administrative Rules Code 545-2.5 requires all transfers of funds from one budgeted fund to another budgeted fund be approved by resolution, and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that fund transfers are hereby approved by resolution as outlined in Exhibit A.

Passed and approved the 5th day of June, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

Exhibit A

Amended FY 2023 Fund Transfers

Transfer Out	Fund	Transfer In	Fund	Amount	Purpose
General Fund	100	Hotel/Motel Tax Fund	233	\$ 2,049,000	To account for hotel/motel tax revenues and their subsequent disbursement
General Fund	100	Debt Service Fund	300	88,850	G.O. Bond Debt Service Abatement
Hotel/Motel Tax Fund	233	General Fund	100	20,000	Beats and Eats
Hotel/Motel Tax Fund	233	General Fund	100	205,000	Prairie Ridge Sports Complex O&M
Hotel/Motel Tax Fund	233	General Fund	100	55,000	Summerfest
Hotel/Motel Tax Fund	233	Capital Projects Fund	990	300,000	High Trestle Trail Experience Park
Road Use Tax Fund	260	Debt Service Fund	300	87,583	G.O. Bond Debt Service Abatement
Road Use Tax Fund	260	Capital Projects Fund	907	50,000	Public Works Satellite Salt Storage Facility
Road Use Tax Fund	260	Capital Projects Fund	916	1,450,000	Annual Street Replacement Program
Road Use Tax Fund	260	Capital Projects Fund	936	325,000	Annual Sidewalk/Trail Construction Program
Road Use Tax Fund	260	Capital Projects Fund	946	50,000	Interstate 35 and SE Corporate Woods Drive Interchange Justification Report
Road Use Tax Fund	260	Capital Projects Fund	965	400,000	Annual Traffic Signal Improvement Program
Tax Increment Financing Fund	280	Debt Service Fund	300	7,221,702	G.O. Bond Debt Service Abatement
Landfill Postclosure Fund	295	Solid Waste Fund	500	9,000	John Deere Des Moines Works' share of maintenance activities at the remediated landfill
Park Dedication Fund	440	Capital Projects Fund	973	80,000	Annual Park Development Program
Civic Trust Fund	484	Capital Projects Fund	897	2,490,000	Des Moines Street Parks Development
Civic Trust Fund	484	Capital Projects Fund	933	125,000	Cherry Glen Ballfield
Water Fund	510	General Fund	100	400,000	Administrative Costs
Water Fund	510	Debt Service Fund	300	87,583	G.O. Bond Debt Service Abatement
Water Fund	510	Capital Projects Fund	992	40,786	NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard
Sewer Fund	550	General Fund	100	400,000	Administrative Costs
Sewer Fund	550	Debt Service Fund	300	87,583	G.O. Bond Debt Service Abatement
Storm Water Fund	580	Debt Service Fund	300	1,585,141	G.O. Bond Debt Service Abatement
Special Assessments Fund	823	Capital Projects Fund	979	255,000	NE Delaware Avenue Reconstruction - NE 5th Street to NE 18th Street
Capital Projects Fund	900	Water Fund	611	5,931	Northwest Water Tower
Capital Projects Fund	997	General Fund	100	281,600	Replace diamond brite pool surface - Prairie Ridge Aquatic Center
Total:				<u>\$ 18,149,759</u>	



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
\$13,790,000 General Obligation Bonds, Series 2023B

EXECUTIVE SUMMARY:
The proposed resolutions authorize and provide for the issuance of \$13,790,000 General Obligation Bonds, Series 2023B, including approval of the tax exemption certificate, continuing disclosure certificate and appointing UMB Bank, N.A. as the paying agent, bond registrar and transfer agent.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION appointing UMB Bank, N.A. of West Des Moines, Iowa, to serve as paying agent, bond registrar, and transfer agent, approving the paying agent and bond registrar and transfer agent agreement and authorizing the execution of the agreement.

Action: Consider motion to adopt RESOLUTION authorizing and providing for the issuance of \$13,790,000 General Obligation Bonds, Series 2023B, and amending the levy of taxes to pay said bonds; approval of the tax exemption certificate and continuing disclosure certificate.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Paying Agent; Bond Registrar and Transfer Agent Agreement
 Resolution
 Tax Exemption Certificate
 Continuing Disclosure Certificate

Council Member _____ introduced the following resolution entitled "RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST
DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND
REGISTRAR, AND TRANSFER AGENT, APPROVING THE
PAYING AGENT AND BOND REGISTRAR AND TRANSFER
AGENT AGREEMENT AND AUTHORIZING THE
EXECUTION OF THE AGREEMENT

WHEREAS, \$13,790,000 General Obligation Bonds, Series 2023B, dated June 21, 2023, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$13,790,000 General Obligation Bonds, Series 2023B, dated June 21, 2023.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 5th day of June, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PAYING AGENT; BOND REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on June 21, 2023 by and between the City of Ankeny hereinafter called "ISSUER", and UMB Bank, N.A., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$13,790,000 General Obligation Bonds, Series 2023B, dated June 21, 2023 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar, transfer and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar, transfer and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar, transfer and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - (a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - (b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - (c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

(d) Unless Paragraph 20 hereof is applicable and if requested in writing by AGENT, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and

maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds, delivery of notices, and for all other purposes shall be subject to the provisions of the Bond Document. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. In the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge legally required to be withheld for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have

been lost, destroyed, stolen or otherwise wrongfully taken, but may first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the ISSUER of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final maturity of the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. The records maintained by AGENT in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. AGENT agrees that its use of the records will be limited to the purposes of this Agreement and that AGENT will make no private use or permit any private access thereto without the prior written consent of the ISSUER, which shall not be unreasonably withheld.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the ISSUER shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar, and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the ISSUER and AGENT in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees. AGENT shall use commercially reasonable efforts to provide notice to the Issuer prior to performing extraordinary services or incurring such costs and expenses; provided,

however, that AGENT's right to compensation hereunder shall not be affected by any failure to provide such prior notice.

18. The AGENT may resign, or be removed by the ISSUER upon a date which, unless otherwise waived by the other party, is (a) at least thirty days after the receipt of written notice to the other and (b) in the case such notice is given by the AGENT, at least fifteen days prior to the next succeeding principal or interest payment date. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate, but AGENT shall not be discharged from any liability for actions taken as AGENT under this Agreement prior to such resignation or removal. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the ISSUER within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with nationally recognized legal counsel in accordance with its internal policies and procedures, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

(a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

(b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

(c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

(d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then

the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall not be liable for any error in judgment in fulfilling its obligations under this Agreement or the Bond Document that is made in good faith by an officer or employee of the AGENT unless it shall be determined by a court of competent jurisdiction that the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. The Bond Document and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Bond Document. In the event of inconsistent language between the Bond Document and this Agreement, the terms of the Bond Document shall prevail.

24. AGENT shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered bonds including without limitation Chapters 76, 384, 403, and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

25. In the event any payment check representing payment of interest or principal on the Bonds is returned to the AGENT or is not presented for payment, or if any Bond is not presented for payment of principal or premium, if any, at the maturity or redemption date, if

funds sufficient to pay such interest on Bonds shall have been made available to the AGENT for the benefit of the owner thereof, all liability of the ISSUER to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the AGENT to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Bonds. The AGENT'S obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the AGENT, shall surrender any remaining funds so held to the ISSUER, whereupon any claim under this Agreement by the Bond owners of such interest or Bonds of whatever nature shall be made upon the ISSUER.

26. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If AGENT consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this Agreement) to another corporation which is a transfer agent properly registered with and in compliance with the rules of the Securities and Exchange Commission, AGENT shall provide written notice to ISSUER of such event at least sixty (60) days prior to its becoming effective, and the successor corporation without any further act shall be the successor AGENT. Except as provided in this section this Agreement may not be assigned by any party without the written consent of the other party.

28. All notices, demands, and requests required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by telecopy and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, N.A. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
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If to ISSUER:	City of Ankeny City Clerk 410 W. First Street Ankeny, Iowa 50023
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29. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

30. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

31. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the ISSUER and the AGENT, the AGENT shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the ISSUER and the AGENT. The AGENT shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands and seals as of this 21st day of June, 2023.

CITY OF ANKENY,
STATE OF IOWA, ISSUER

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

UMB BANK N.A., as PAYING
AGENT/REGISTRAR

By: _____

ATTEST:

By: _____

(Title)

(Title)

EXHIBIT A

Paying Agent/Registrar's Fee

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$13,790,000 GENERAL OBLIGATION BONDS, SERIES 2023B, AND AMENDING THE LEVY OF TAXES TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION AUTHORIZING AND PROVIDING FOR THE
ISSUANCE OF \$13,790,000 GENERAL OBLIGATION BONDS,
SERIES 2023B, AND AMENDING THE LEVY OF TAXES TO
PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION
CERTIFICATE AND CONTINUING DISCLOSURE
CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and

widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; equipping of fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; and acquisition of peace officer communication equipment and other emergency services communication equipment and systems, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$14,000,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Section 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of acquisition, construction, reconstruction, and improvement of city facilities, including the construction of Fire Station No. 4, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1991 Urban Renewal Area, as amended, including the Uptown Parking Improvements project, essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue General Obligation Urban Renewal Bonds, for such purpose(s) to the amount of not to exceed \$300,000 as authorized by Chapters 384 and 403 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Chapters 384 and 403 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Bonds for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation Bonds authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$13,790,000 General Obligation Bonds as hereinafter set forth; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale; and

WHEREAS, on March 20, 2023, the City Council adopted a certain resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$15,200,000 GENERAL OBLIGATION BONDS, SERIES 2023, AND LEVYING A TAX FOR THE PAYMENT THEREOF"; and

WHEREAS, due to certain changes in the overall financing plans of the City and the actual sale of the Notes, it is necessary to make numerous changes to the resolution adopted March 20, 2023.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.

- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$13,790,000 General Obligation Bonds, Series 2023B, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Ankeny, State of Iowa.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Project" shall mean the costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; acquisition, construction, reconstruction, and improvement of all

waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; equipping of fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; and acquisition of peace officer communication equipment and other emergency services communication equipment and systems; acquisition, construction, reconstruction, and improvement of city facilities, including the construction of Fire Station No. 4; acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1991 Urban Renewal Area, as amended, including the Uptown Parking Improvements project.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Resolution" shall mean this amending resolution authorizing the Bonds.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.
- "Treasurer" shall mean the Administrative Services Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Ankeny, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$4,321,194.44*	2023/2024
\$2,466,000.00	2024/2025
\$1,263,000.00	2025/2026
\$1,265,250.00	2026/2027
\$1,260,250.00	2027/2028
\$1,263,250.00	2028/2029
\$1,263,750.00	2029/2030
\$1,261,750.00	2030/2031
\$1,262,250.00	2031/2032
\$1,260,000.00	2032/2033

*A levy (\$4,322,777.08) has been included in the budget previously certified and will be used to pay the principal and interest of the Bond coming due in fiscal year 2023/2024, balance shall be used to reduce future levies. Subsequent levies in Resolution No. 2023-141 approved on March 20, 2023 are hereby amended.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2022 will be collected during the fiscal year commencing July 1, 2023.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Polk County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2023 GENERAL OBLIGATION BOND FUND NO. 1" (the "Bond Fund"), which is

hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Bonds of the City in the amount of \$13,790,000, shall be issued pursuant to the provisions of Sections 384.25, 384.26, 384.28 and 403.12 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION BOND, SERIES 2023B", be dated June 21, 2023, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2023, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1 st
\$3,670,000	5.000%	2024
\$1,960,000	5.000%	2025
\$ 855,000	5.000%	2026
\$ 900,000	5.000%	2027
\$ 940,000	5.000%	2028
\$ 990,000	5.000%	2029
\$1,040,000	5.000%	2030
\$1,090,000	5.000%	2031
\$1,145,000	5.000%	2032
\$1,200,000	5.000%	2033

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2031, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

c) Urban Renewal Purposes.

The Bonds are hereby declared to be issued for essential public and governmental purposes for qualified urban renewal projects.

The Bonds shall recite in substance that they have been issued by the City in connection with an urban renewal project as defined by Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any bond issued hereunder or the security therefor, such Bond shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and

effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of

the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. UMB Bank, N.A. is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentation of Bonds. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF POLK"
"CITY OF ANKENY"
"GENERAL OBLIGATION BOND"
"SERIES 2023B"
CORPORATE PURPOSE

Rate: 5.000%
Maturity: _____
Bond Date: June 21, 2023
CUSIP No.: _____
"Registered"

Certificate No. _____
Principal Amount: \$_____

The City of Ankeny, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2023, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Sections 384.25, 384.26, 384.28 and 403.12 of the Code of Iowa, for the purpose of paying costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; equipping of fire, police, sanitation, street, and civil defense departments and the

acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; and acquisition of peace officer communication equipment and other emergency services communication equipment and systems; acquisition, construction, reconstruction, and improvement of city facilities, including the construction of Fire Station No. 4; acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1991 Urban Renewal Area, as amended, including the Uptown Parking Improvements project, in conformity to a Resolution of the Council of said City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2031, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below,

together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

This Bond and the series of which it forms has been issued by the City in connection with an urban renewal project as defined in Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any bond issued hereunder or the security therefor, such Bond shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: June 21, 2023

This is one of the Bonds described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.

Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF ANKENY, STATE OF IOWA

By: _____ (manual or facsimile signature)
Mayor

ATTEST:

By: _____ (manual or facsimile signature)
City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Bond and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Bond)

Section 14. Closing Documents. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Bonds it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Administrative Services Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 21. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 22. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 5th day of June, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

TAX EXEMPTION CERTIFICATE

of

CITY OF ANKENY, COUNTY OF POLK, STATE OF IOWA, ISSUER

\$13,790,000 General Obligation Bonds, Series 2023B

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

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TAX EXEMPTION CERTIFICATE

CITY OF ANKENY, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on June 21, 2023, by the City of Ankeny, County of Polk, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$13,790,000 General Obligation Bonds, Series 2023B (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$13,790,000 aggregate principal amount of General Obligation Bonds, Series 2023B, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.
- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the price determined pursuant to the Special Rule for Competitive Sales in accordance with Regulation 1.148-1(f)(2)(iii). The Issuer hereby elects to utilize the Special Rule for Competitive Sales and treats the reasonably expected initial offering price to the public as of the sale date as the issue price of the Bonds. The Purchasers have certified the Issue Price to be not more than \$15,084,602, as set forth in Exhibit A.

- "Issuer" means the City of Ankeny, a municipal corporation in the County of Polk, State of Iowa.

- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.

- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

- "Project" means the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; equipping of fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping

and facilities management; and acquisition of peace officer communication equipment and other emergency services communication equipment and systems; acquisition, construction, reconstruction, and improvement of city facilities, including the construction of Fire Station No. 4; acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1991 Urban Renewal Area, as amended, including the Uptown Parking Improvements project including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.

- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Bonds.
- "Purchasers" means BOK Financial Securities, Inc. of Milwaukee, Wisconsin, constituting the initial purchasers of the Bonds from the Issuer.
- "Rebate Amount" means the amount computed as described in this Certificate.
- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.
- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.
- "Resolution" means the resolution of the Issuer adopted on June 5, 2023, authorizing the issuance of the Bonds.
- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.
- "Sinking Fund" means the Bond Fund.

- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.
- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

- (a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.
- (b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.
- (c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.
- (d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, and (5) with respect to Bond Yield, review of the Verification Certificate. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of \$1,294,602), less underwriter's discount of \$7,048.31, received at Closing are expected to be deposited and expended as follows:

(a) \$82,600.00 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(b) \$14,994,953.69 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water

service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; equipping of fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; and acquisition of peace officer communication equipment and other emergency services communication equipment and systems; acquisition, construction, reconstruction, and improvement of city facilities, including the construction of Fire Station No. 4; acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1991 Urban Renewal Area, as amended, including the Uptown Parking Improvements project.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, subject to the provisions of the alternate minimum tax as discussed in Bond Counsel's opinion issued at Closing. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000, the Bonds meet the safe harbor set forth in Code Section 148(f)(A)(4)(ii) because the Bonds are not private activity bonds, the average maturity of the issue (determined in accordance with Code Section 147(b)(2)(A)) is at least 5 years and the rates of interest on the bonds which are part of the issue do not vary during the term of the issue, and the Bonds are expected to meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

- (d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

- (b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 2.590054% percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

Section 2.8 Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;

- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 4%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate

Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be

accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United

States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably

competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

Administrative Services Director, City of
Ankeny, State of Iowa

(SEAL)

EXHIBIT "A"

\$13,790,000 GENERAL OBLIGATION BONDS, SERIES 2023B

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of BOK Financial Securities, INC. ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. Reasonably Expected Initial Offering Price.

a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.***

a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 15, 2023.

d) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the

Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

BOK FINANCIAL SECURITIES, INC.

By:_____

Name:_____

Dated: June 21, 2023

SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)

SCHEDULE B

COPY OF UNDERWRITER'S BID

(Attached)

EXHIBIT "B"

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the Administrative Services Director of the City of Ankeny, Iowa. I acknowledge that this Certificate is given as the basis for certain representations made in the Tax Exemption Certificate delivered by the City of Ankeny, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of \$13,790,000 General Obligation Bonds, Series 2023B, of the Issuer (the "Bonds").

The Issuer has elected to satisfy the requirements of Code Section 148(f)(4)(C)(iv)(I) based upon its reasonable expectations that more than 75% of the "available construction proceeds" of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, are to be used for construction expenditures with respect to property to be owned by the Issuer as a governmental unit.

Construction expenditures means capital expenditures, as defined in Regulation 1.150-1(b), that, on or before the date the property financed by the expenditures is placed in service, as defined in Regulation 1.150-2(c), will be properly chargeable to or may be capitalized as part of the basis of (1) real property, other than expenditures for the acquisition of any interest in land or real property other than land, (2) constructed personal property as defined in Regulation 1.148-7(g)(3), or (3) specially developed computer software as defined in Regulation 1.148-7(g)(4), that is functionally related and subordinate to real property or constructed personal property.

As of the date of issue of the Bonds, it is my opinion that at least 75% of the available construction proceeds of the Issue will be used for construction expenditures as defined above.

IN WITNESS WHEREOF, I hereunto affix my official signature this 21st day of June, 2023.

Ankeny, Iowa

By: _____

Title: Administrative Services Director

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Ankeny, State of Iowa (the "Issuer"), in connection with the issuance of \$13,790,000 General Obligation Bonds, Series 2023B (the "Bonds") dated June 21, 2023. The Bonds are being issued pursuant to a Resolution of the Issuer approved on June 5, 2023 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Bonds, dated May 15, 2023.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than two hundred seventy (270) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2022/2023 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the captions "Property Valuations", "Gross Taxable Valuation by Class of Property", "Trend of Valuations", "Larger Taxpayers", "Levies and Tax Collections", "Debt Limit", "Direct Debt", "Other Debt", "Indirect General Obligation Debt", "Debt Ratios", and "Tax Rates".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements relating to the Bonds reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;

vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Bonds, or material events affecting the tax-exempt status of the Bonds;

vii. Modifications to rights of Holders of the Bonds, if material;

viii. Bond calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Bonds;

x. Release, substitution, or sale of property securing repayment of the Bonds, if material;

xi. Rating changes on the Bonds;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such

occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Bonds shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in

quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: 21st day of June, 2023.

CITY OF ANKENY, STATE OF IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL
INFORMATION

Name of Issuer: City of Ankeny, Iowa.

Name of Bond Issue: \$13,790,000 General Obligation Bonds, Series 2023B

Dated Date of Issue: June 21, 2023

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Bonds. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20____.

CITY OF ANKENY, STATE OF IOWA

By: _____
Its: _____



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

June 5, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- *Public Hearing - Lease property - Ankeny Friends of the Arts - 6/19/23 @ 5:30 p.m.*
- *Public Hearing - UTV Ordinance - 6/19/23 @ 5:30 p.m.*
- *Public Hearing - SE Oralabor Road & Convenience Blvd/Creekview Dr Traffic Signal Replacement - 7/3/23 @ 5:30 p.m.*
- *Public Hearing - Uptown Parking Improvements - 7/3/23 @ 5:30 p.m.*
- *Public Hearing - Westwinds, Plat 9, Storm Sewer Ext. Project - 7/3/23 @ 5:30 p.m.*

EXECUTIVE SUMMARY:

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available