# ANKENY CITY COUNCIL

## Regular Meeting

## Monday, May 20, 2024
## 5:30 PM
## Ankeny Kirkendall Public Library - City Council Chambers

## 1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro-Tem

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

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

ELECTRONIC MEETING INFORMATION

https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09

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: | Diane Klemme, Deputy City Clerk |
| PLEDGE OF ALLEGIANCE: | Mark Holm, Mayor |

## CEREMONY: none

## A. PUBLIC FORUM: none

## B. APPROVAL OF AGENDA:

**1.** Approval of the May 20, 2024 Agenda

**Action# B1-1. Consider motion to approve and accept the May 20, 2024 agenda, with or without amendment.**

## C. PUBLIC HEARING(S): none

## 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 6, 2024, as published, subject to correction, as recommended by the City Clerk.

**CA - 2** Receive and file minutes of the Plan and Zoning Commission meeting of April 16, 2024.

**CA - 3** Receive and file the minutes of the Civil Service Commission meeting of April 11, 2024.

- **Licenses and Permits**

**CA - 4** Consider motion to approve the issuance of liquor licenses and beer/wine permits in the City of Ankeny.

- **Finance/Budget**

**CA - 5** Consider motion to receive and file Financial Reports for April 2024.

**CA - 6** Consider motion to receive and file Building Permit Report for April 2024.

**CA - 7** Consider motion to receive and file Utility Billing Report for April 2024.

**CA - 8** Consider motion to approve Amendment No. 4 to the Professional Services Agreement increasing the contract amount by $50,922.00 with HR Green, Inc. for Special Assessment Services and Construction Phase Services on the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive.

**CA - 9** Consider motion to approve Change Order #1 increasing the contract amount by $3,500.00 to Iowa Civil Contracting, Inc., for construction services on the 2024 PCC Pavement Preservation Program - Crack and Jointing Filling project.

**CA - 10** Consider motion to approve Change Order #1 increasing the contract amount by $2,711.28 to Jasper Construction Services, Inc., for construction services on the SE Delaware Avenue and SE 54th Street Traffic Signal project.

**CA - 11** Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by $46,850.00 with Nilles Associates, Inc. for construction engineering services on the SW Magazine Road & SW State Street Intersection Improvements - West Leg project.

**CA - 12** Consider motion to approve Change Order #1 increasing the contract amount by $2,000.00 to On Track Construction, LLC, for construction services on the NW Northlawn Area Utility Improvements - Phase 2 project.

**CA - 13** Consider motion to approve Amendment #4 to the Professional Services Agreement increasing the contract amount by $34,000.00 with Snyder & Associates, Inc. for construction engineering services on the N Ankeny Boulevard Landscape Improvements Project to be paid through liquidated damages charged to the contractor.

**CA - 14** Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by $95,000.00 Strand Associates, Inc., for construction services on the NE 36th Street and NE 38th Street Water Main Loop Project.

**CA - 15** Consider motion to approve Payment #2 in the amount of $94,084.20 to Absolute Concrete Construction, for construction services on the NW Northlawn Area Utility Improvements - Phase 3 project.

**CA - 16** Consider motion to approve Payment #13 in the amount of $12,904.26 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

**CA - 17** Consider motion to approve Payment #2 in the amount of $18,370.51 to Civil Design Advantage, LLC, for engineering services on the Westlawn Place Area Utility Improvements - Conceptual Design project.

**CA - 18** Consider motion to approve Payment #10 in the amount of $529,142.89 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.

**CA - 19** Consider motion to approve Payment #24 in the amount of $33,561.45 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

**CA - 20** Consider motion to approve Payment #7 in the amount of $25,106.24 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer - Phase 2 project.

**CA - 21** Consider motion to approve Payment #1 in the amount of $283,661.45 to HPC, LLC for construction services associated with the Ankeny Fire Station No. 4 project.

**CA - 22** Consider motion to approve Payment #17 in the amount of $11,197.38 to HR Green, Inc., for construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.

**CA - 23** Consider motion to approve Payment #1 in the amount of $648,452.05 to InRoads, LLC, for construction services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

**CA - 24** Consider motion to approve Payment #1 in the amount of $126,826.90 to Iowa Civil Contracting, Inc., for construction services on the 2024 PCC Pavement Preservation Program - Crack and Jointing Filling project.

**CA - 25** Consider motion to approve Payment #1 in the amount of $22,624.72 to Jasper Construction Services, Inc., for construction services on the SE Delaware Avenue and SE 54th Street Traffic Signal project.

**CA - 26** Consider motion to approve Payment #13 in the amount of $11,901.00 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan.

**CA - 27** Consider motion to approve Payment #8 in the amount of $5,919.50 to Kirkham Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.

**CA - 28** Consider motion to approve Payment #14 in the amount of $420.00 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.

**CA - 29** Consider motion to approve Payment #2 in the amount of $31,766.90 to McClure Engineering Company, for construction engineering services on the SW Des Moines Street Utility Improvements project.

**CA - 30** Consider motion to approve Payment #8 in the amount of $155,432.35 to On Track Construction, LLC for construction services on the NW Northlawn Area Utility Improvements - Phase 2.

**CA - 31** Consider motion to approve Payment #1 in the amount of $176,400.81 to Rognes Corporation, for construction services on the North Four Mile Creek Trunk Sewer project.

**CA - 32** Consider motion to approve Payment #13 in the amount of $6,204.87 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.

**CA - 33** Consider motion to approve Payment #1 in the amount of $56,522.15 to TK Concrete, Inc., for construction services on the 2024 PCC Street Patching project.

**CA - 34** Consider motion to approve the May 20, 2024 Accounts Payable.

**CA - 35** Consider motion to adopt **RESOLUTION** authorizing the purchase of eight sport utility vehicles (SUV) for the Police Department.

- **Personnel Items**

**CA - 36** Consider motion to accept the Civil Service Commission certified lists for appointment to: Police Officer, Firefighter Paramedic, Deputy Building Official, and Building Inspections Supervisor, subject to passing any further departmental requirements.

- **Community Development Items**

**CA - 37** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms LLC from Office/Business Park to Low Density Residential (LUPA #1) (date of hrg: 6/3/24 @ 5:30p.m.).

**CA - 38** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hope K Farms LLC from the current R-1 One Family Residential District to PUD, Planned Unit Development District (Rezoning Area A). (date of hrg: 6/3/2024 @ 5:30p.m.)

**CA - 39** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms LLC from Office/Business Park to Medium Density Residential (LUPA #2) (date of hrg: 6/3/24 @ 5:30p.m.).

**CA - 40** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hope K Farms LLC from the current R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 10 units per acre. (Rezoning Area B). (date of hrg: 6/3/2024 @ 5:30p.m.)

**CA - 41** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms LLC from Office/Business Park to High Density Residential (LUPA #3) (date of hrg: 6/3/24 @ 5:30p.m.).

**CA - 42** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms LLC from Low Density Residential to High Density Residential (LUPA #4) (date of hrg: 6/3/24 @ 5:30p.m.).

**CA - 43** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hope K Farms LLC from the current R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre. (Rezoning Area C). (date of hrg: 6/3/2024 @ 5:30p.m.)

**CA - 44** Consider motion to grant preliminary approval of The Crossings at Deer Creek Plat 15 Final Plat.

**CA - 45** Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a Development Agreement with Deer Creek Estates, LLC concerning the reimbursement of fifty percent (50%) of the costs related to traffic signal construction, fifty percent (50%) of the costs related to westbound left turn lane construction, one hundred percent (100%) of the costs related to eastbound left turn lane construction, and twenty five percent (25%) for engineering design related costs associated with the development of The Crossings at Deer Creek Plat 15.

**CA - 46** Consider motion to adopt **RESOLUTION** accepting acquisition plat, warranty deed to streets, and easements associated with The Crossings at Deer Creek Plat 15.

**CA - 47** Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on the property at 1101 S Ankeny Boulevard; and associated with the development of the Hyper Energy Bar Site Plan.

**CA - 48** Consider motion to approve the King's Pointe East Preliminary Plat, and the acceptance of the public street name NE Kings Pointe Drive.

**CA - 49** Consider motion to adopt **RESOLUTION** accepting the final plat, warranty deed for streets, performance and maintenance bonds for public improvements, platted easements, sewer connection fee, and authorizing cost-participation for water main and sidewalk oversizing and truncated domes for Spectrum 36 Plat 3.

**CA - 50** Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main, sanitary sewer, storm sewer and subgrade prep in Spectrum 36 Plat 3.

**CA - 51** Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Spectrum 36 Plat 3.

**CA - 52** Consider motion to adopt **RESOLUTION** accepting final plat, platted easements, subdivision bond for seeding and silt fence, and performance and maintenance bonds for underground improvements for DHI Plat 1.

**CA - 53** Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main in DHI Plat 1.

- **Engineering Items**

**CA - 54** Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds associated with the construction of storm sewer, paving, and subgrade prep for the SW Ankeny Road Culvert Replacement project.

**CA - 55** Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds associated with the construction of paving for the SW District Drive Traffic Improvements project.

**CA - 56** Consider motion to adopt **RESOLUTION** accepting an amended public stormwater management facility maintenance covenant and permanent easement from Sherman Hills Real Estate Partnership, LLP, associated with the DMOS MRI Addition project.

- **Capital Improvement Projects**

**CA - 57** **High Trestle Trail Water Transmission Main and Drainage Improvements Project**: Consider motion to approve: a) Final Change Order #2 decreasing the final contract amount by $332,127.55 b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Synergy Contracting, LLC in the amount of $5,483,170.20; and d) Final Payment #15 in the amount of $15,196.96 / Release of Retainage in the amount of $274,158.52.

- **Administrative Items**

**CA - 58** Consider motion to approve the Order Accepting Acknowledgement/Settlement Agreement with Walgreens #7996.

**CA - 59** Consider motion to adopt **RESOLUTION** setting public hearing on an amendment to an existing development agreement between the City of Ankeny and SPAL - USA, Inc. (date of hrg: 6/3/2024 @ 5:30 p.m.)

**CA - 60** Consider motion to adopt **RESOLUTION** setting public hearing on an amendment to an existing development agreement between the City of Ankeny and Pet Parents, LLC. (date of hrg: 6/3/2024 @ 5:30 p.m.)

**CA - 61** Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign an amendment to the Polk County Emergency Management Commission Bylaws.

- **Approval of Consent Agenda Items**

**1.** Consent Agenda Items CA-1 through CA-61

**Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-61.**

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

## G. RECESS - Mark Holm, Mayor

## H. LEGISLATIVE BUSINESS:

- **Boards/Commissions Appointments:**

**1.** Economic Development — Consider mayoral appointments to the Economic Development Council as follows:
  - appoint Blaine Tuttle, effective immediately - June 30, 2026.
  - reappoint Bethanie Langner, Andy Moffitt, and Phyllis Tinker, effective July 1, 2024 - June 30, 2027.

**Action# H1-1. Consider motion approving mayoral appointments to the Economic**

**Development Council as presented.**

- **Approval of Ordinances:**

**1.** Ord 2166 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees.

**Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2166, sending it on its final passage and publication as required by law.**

**2.** Ord 2167 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by amending the PUD Zoning of certain property owned by Commerce Center, LLC.

**Action# H2-1. Consider motion to accept second consideration of ORDINANCE 2167.**

**Action# H2-2. Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2167, sending it on its final passage and publication as required by law.**

**3.** Ord 2168 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Berwick Holdings, LLC.

**Action# H3-1. Consider motion to accept second consideration of ORDINANCE 2168.**

**4.** Ord 2169 An Ordinance clarifying the Code of Ordinances of the City of Ankeny, Iowa, 2008, pertaining to the chapter reference for Mobile Food Vendors.

**Action# H4-1. Consider motion to accept first consideration of ORDINANCE 2169.**

**5.** Ord 2170 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Chapter 142 Mobile Food Vendors.

**Action# H5-1. Consider motion to accept first consideration of ORDINANCE 2170.**

**6.** Ord 2171 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Chapter 11 Special Events.

**Action# H6-1. Consider motion to accept first consideration of ORDINANCE 2171.**

## I. OLD BUSINESS: none

## J. NEW BUSINESS:

**1.** $17,425,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2024A

**Action# J1-1. Consider motion to receive and file report of bids received on May 20, 2024 at 10:00 A.M.**

**Action# J1-2. Consider motion to adopt RESOLUTION directing sale of $17,425,000 (subject to adjustment per terms of offering) General Obligation Bonds, Series 2024A.**

**2.** $4,175,000 (Subject to Adjustment per Terms of Offering) Water Revenue Bonds, Series 2024B

**Action# J2-1. Consider motion to receive and file report of bids received on May 20, 2024 at 10:00 A.M.**

**Action# J2-2. Consider motion to adopt RESOLUTION directing sale of $4,175,000 (subject to adjustment per terms of offering) Water Revenue Bonds, Series 2024B.**

**3.** Local Option Sales and Services Tax

**Action# J3-1. Consider motion to adopt RESOLUTION regarding a special election on the imposition of a local option sales and services tax within the City of Ankeny, Iowa.**

## 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 - Hope Crossing LUP Amendment Area 1 - 6/3/24 @ 5:30 p.m.***
  - ***Public Hearing - rezone Hope Crossing Area A - 6/3/24 @ 5:30 p.m.***
  - ***Public Hearing - Hope Crossing LUP Amendment Area 2 - 6/3/24 @ 5:30 p.m.***
  - ***Public Hearing - rezone Hope Crossing Area B - 6/3/24 @ 5:30 p.m.***
  - ***Public Hearing - Hope Crossing LUP Amendment Area 3 - 6/3/24 @ 5:30 p.m.***
  - ***Public Hearing - Hope Crossing LUP Amendment Area 4 - 6/3/24 @ 5:30 p.m.***
  - ***Public Hearing - rezone Hope Crossing Area C - 6/3/24 @ 5:30 p.m.***
  - ***Public Hearing - amended Development Agreement - SPAL USA, Inc - 6/3/24 @ 5:30 p.m.***
  - ***Public Hearing - amended Development Agreement - Pet Parents, LLC - 6/3/24 @ 5:30 p.m.***
  - ***Council Action Planning Session - Transportation Master Plan Update - 6/17/24 @ 5:30 p.m.***

## L. ADJOURNMENT

**1.** Adjournment

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT: City Clerk

COUNCIL GOAL:

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ACTION REQUESTED:

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LEGAL:

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SUBJECT:

https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09

Meeting ID: 973 1299 2966
Passcode: 1234

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

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

## PUBLIC OUTREACH EFFORTS:

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## ACTION REQUESTED:

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## ADDITIONAL INFORMATION:

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## ATTACHMENTS:

| **Click to download** |
|---|
| No Attachments Available |

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:

City Clerk

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ACTION REQUESTED:

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LEGAL:

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SUBJECT:

| | |
|---|---|
| CALL TO ORDER: | Mark Holm, Mayor |
| ROLL CALL: | Diane Klemme, Deputy City Clerk |
| PLEDGE OF ALLEGIANCE: | Mark Holm, Mayor |

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

## ADDITIONAL INFORMATION:

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## ATTACHMENTS:

| Click to download |
|---|
| No Attachments Available |

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the May 20, 2024 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

**Action:** <span style="line-height: 107%;">Consider motion to approve and accept the May 20, 2024 agenda, with or without amendment.</span>

ADDITIONAL INFORMATION:

# ATTACHMENTS:

| Click to download |
|---|
| No Attachments Available |

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:

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ACTION REQUESTED:

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LEGAL:

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SUBJECT:

Approval of official council actions of the regular meeting of May 6, 2024, as published, subject to correction, as recommended by the City Clerk.

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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# ATTACHMENTS:

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|---|
| 🗋 Minutes |

# MINUTES OF THE ANKENY CITY COUNCIL

Monday, May 6, 2024 5:30 p.m.
Ankeny Kirkendall Library - City Council Chambers
Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem
Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

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

## PUBLIC FORUM

1. Sally Dix, Executive Director, BRAVO Greater Des Moines presented an overview of the Bravo organization's strategic work and the results of the Arts & Economic study.
2. Ed Cowie, 1930 SE Summer Park Dr, spoke in opposition of local option sales tax.

## APPROVAL OF AGENDA

1. Council Member Bentz moved, Shafer seconded, to approve and accept the May 6, 2024 agenda without amendment. Ayes: 3.

## PUBLIC HEARING

1. PH 2024-28. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2167 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Commerce Center, LLC, from its current PUD, Planned Unit Development to PUD, Planned Unit Development. Layman's Description; approximately 35.66 acres (+/-) located south of SE 90th Street, west of NE 29th Street/SE Four Mile Drive and north of Interstate 80. Notice of this hearing was published in the Des Moines Register on the 26th day of April, 2024 and notices were mailed to affected property owners as required by law.

   Eric Jensen, Director of Community Development, reported that Commerce Center, LLC, is proposing an amendment to a portion of the I-80 Commerce Center PUD. The request is for 35.66 acres within the development to be amended, removing and adding new language to section 3 Bulk Regulations amending the Allowable Land Uses. The proposal also adds language to Section 3 Architectural Character, and Section 4 Supporting Evidence Screening, Open Space, and Landscaping sections. The parcels subject to the PUD Amendment are currently a part of the I-80 Commerce Center PUD. Properties to the north are zoned Crosswinds Business Park PUD. Properties to the west are zoned R-1, One-Family Residence District. Surrounding properties to the south and east are unincorporated—zoned under Polk County—with property to the east zoned MDR, Medium-Density Residential District; and property to the south zoned HI, Heavy Industrial District. The Ankeny Plan 2040 Comprehensive plan, Figure 12.10, Future Land Use Map identifies the project area as being suitable for Office Business Park.

   Mayor Holm then asked for any public comment regarding the proposed rezoning. Brent Culp, Snyder & Associates, spoke in favor of the development on behalf of Commerce Center, LLC. Council Member Ruddy moved, Shafer seconded, to close public hearing 2024-28. Ayes: 3.

2. PH 2024-29. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2168 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Berwick Holdings, LLC, from its current R-1, One-Family Residence District to PUD, Planned Unit Development. Layman's Description – approximately 103.98 acres (+/-) located south of SE Oralabor Road/NE 78th Avenue, east of NE Berwick Drive and north of NE 70th Avenue. Notice of this hearing was published in the Des Moines Register on the 26th day of April, 2024 and notices were mailed to affected property owners as required by law.

   Council received and filed correspondence from Justin Vetter. Eric Jensen, Director of Community Development, reported that the area subject to the proposed rezoning consists of two parcels totaling approximately 103.98 acres (+/-) located east of NE Berwick Drive and south of SE Oralabor Road. The parcels subject to the rezoning are currently zoned R-1, One-Family Residence District. Property to the west is zoned R-1 and property to the north, east, and south is not currently in the City of Ankeny, it is however zoned for residential use. The Ankeny Plan 2040 Comprehensive plan, *Figure 12.10, Future Land Use Map* identifies the project area as being suitable for Low Density Residential.

   Mayor Holm then asked for any public comment regarding the proposed rezoning. The Berwick Drive Neighborhood Association presented information about the neighborhood history, character, traffic, and the proposed development. Speaking on behalf of the association were: William Pearce, Lee Harms, and Curtis Carroll. Amber Book spoke about traffic safety and the impact that additional traffic in the area would have. Teri Bishop addressed council about traffic in the area. JoAnn Adamson commented on the timing of the traffic study. Jim Jorgenson spoke about the country atmosphere of Berwick Dr. Council Member Bentz moved, Shafer seconded, to close public hearing 2024-29. Ayes: 3.

## APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of April 15, 2024, as published.
2. Receive and file minutes of the special meeting of April 29, 2024, as published.
3. Receive and file minutes of the Plan and Zoning Commission meeting of April 2, 2024.
4. Receive and file minutes of the Library Board of Trustee meeting of March 21, 2024.
5. Receive and file minutes of the Human Rights Commission meeting of February 22, 2024.

Licenses and Permits

6. Issuance of cigarette/tobacco/nicotine/vapor permit in the City of Ankeny.
7. Issuance of liquor licenses and beer/wine permits in the City of Ankeny.

Finance/Budget

8. Amendment #1 to the Professional Services Agreement with Bolton & Menk, Inc., for the construction engineering services for the SE Corporate Woods Drive & Crosswinds Drive Traffic Signal in an amount not to exceed $16,082.00.
9. Amendment #1 to the Professional Services Agreement with Snyder & Associates, Inc. increasing the contract amount by $378,200.00 for final design engineering services on the South Ankeny Boulevard Improvements - SE Peterson Drive to 1st Street project.
10. Payment #1 in the amount of $521,704.37 to Brothers Cleaning Corporation for construction services on the Rally Complex Park Development project.

11. Payment #2 in the amount of $544,660.03 to CB&I Storage Tank Solutions LLC, for construction services on the NW Irvinedale Drive - Elevated Water Storage Tank project.
12. Payment #16 in the amount of $10,826.52 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
13. Payment #16 in the amount of $17,023.23 to HR Green, Inc., for construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.
14. Payment #16 in the amount of $6,374.25 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
15. Payment #2 in the amount of $25,164.73 to MSA Professional Services, Inc., for engineering services on the SW Walnut Street and SW Ordnance Road Water Main project.
16. Payment #2 in the amount of $7,044.25 to Nilles Associates, Inc., for engineering services on the SW Magazine Road & SW State Street Improvements - West Leg project.
17. Payment #4 in the amount of $3,586.50 to Nilles Associates, Inc., for engineering services on the Vintage Business Park North Lake and Saylor Creek Repairs project.
18. Payment #16 in the amount of $33,549.75 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
19. Payment #1 in the amount of $121,019.55 to Rognes Corporation, for construction services on the SE 3rd Street Improvements – Phase 2 project.
20. Payment #3 in the amount of $10,677.75 to Snyder & Associates, Inc. for engineering services on the Watercrest Park Expansion project.
21. Payment #38 in the amount of $11,709.52 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
22. Payment #7 in the amount of $69,310.06 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.
23. Payment #33 in the amount of $22,353.93 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
24. Payment #1 in the amount of $19,901.50 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 4 project.
25. Payment #11 in the amount of $512.00 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.
26. Payment #11 in the amount of $8,292.66 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
27. Payment #36 in the amount of $5,812.50 to Strand, for engineering services on the Ankeny ASR project.
28. Payment #12 in the amount of $2,015.50 to Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.
29. May 6, 2024 Accounts Payable by fund: General $654,381; Fire Gift $2,584; Parks Improvement $1,076; Road Use Tax $128,740; Seizure $489; Police/Fire Pension $5,262; Library Foundation $1,060; Miracle Park $5,998; Solid Waste $107,253; Water $309,536; Sewer $16,601; Storm Water $19,833; Golf Course $49,277; Enterprise Project $786,303; Revolving $121,093; Risk Management $78,123; Health Insurance $36; Capital Projects $1,063,183; Payroll Totals $1,926,063; Transfers/ACH ($205,719); Agenda Payments Approved Separately ($1,605,768); Grand Total $3,465,404.
30. **RESOLUTION 2024-193** authorizing the purchase of a backup generator for Fire Station No. 4.
31. **RESOLUTION 2024-194** authorizing the purchase of a truck chassis for Public Works Department single axle snow plow truck (replace existing trucks #232).
32. **RESOLUTION 2024-195** authorizing the purchase of a dump body, plow components, and build of a single axle snow plow truck for the Public Works Department (replace existing truck #232).
33. **RESOLUTION 2024-196** authorizing the purchase of a truck chassis for Public Works Department tandem axle snow plow truck.
34. **RESOLUTION 2024-197** authorizing the purchase of a dump body, plow components, and build of a tandem axle snow plow truck for the Public Works Department.

35. **RESOLUTION 2024-198** authorizing the purchase of a new wheel loader for the Public Works Department (replace existing wheel loader #252).

Community Development

36. **RESOLUTION 2024-199** authorizing the Mayor to sign a hold harmless agreement allowing Canyon Landing Owners Association, Inc. to place a monument development sign within a portion of the City of Ankeny's Public Utility Easement, Public Gas Easement, and Landscape Buffer Easement located on Lot 18, Canyon Landing Plat 3.
37. **RESOLUTION 2024-200** accepting the final plat, letter of credit for erosion control, performance and maintenance bonds for asphalt paving, concrete paving, subgrade and underground improvements, platted and offsite easements, warranty deed for streets, sewer connection fee, parkland dedication agreement and authorizing cost-participation for water main and sidewalk oversizing and truncated domes for Spectrum 36 Plat 2.
38. **RESOLUTION 2024-201** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in Spectrum 36 Plat 2.
39. **RESOLUTION 2024-202** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of asphalt paving in Spectrum 36 Plat 2.
40. **RESOLUTION 2024-203** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of concrete paving in Spectrum 36 Plat 2.
41. **RESOLUTION 2024-204** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of subgrade in Spectrum 36 Plat 2.

Engineering

42. **RESOLUTION 2024-205** accepting a proposal from Dave's Dozing and Excavating Inc. in the amount of $86,771.40 for the construction of the 2024 Storm Culvert & Trail Repairs project.
43. **RESOLUTION 2024-206** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of paving and subgrade preparation for the SE Four Mile Drive Turn Lane Improvements.

Capital Improvement Projects

44. **RESOLUTION 2024-207** approving contract and bonds with Granite Excavating in the amount of $1,231,702.00 for the NE 36th Street & NE 38th Street Water Main Loop project.
45. **Aspen Ridge Trail**: approve: a) Final Change Order #2 increasing the contract amount by $4,975.00; b) Certificate of Completion; c) **RESOLUTION 2024-208** accepting the public improvement with Caliber Concrete LLC in the amount of $91,382.06; and d) Final Payment #2 in the amount of $23,156.25; and Retainage Payment in the amount of $4,569.10.
46. **N Ankeny Boulevard & 18th Street Intersection Improvements**: approve: a) Final Change Order #4 increasing the contract amount by $48,245.00; b) Certificate of Completion; c) **RESOLUTION 2024-209** accepting the public improvement with All Star Concrete, LLC in the amount of $497,606.85; and d) Final Payment #4 in the amount of $111,623.89; and Retainage Payment in the amount of $24,880.34.

Administrative

47. Approve certification to the Treasurer of State of Iowa the population of the Legacy Housby, LLC annexed territory as determined by the last certified federal census of said territory.
48. Adopt an Agreement for Property Use between the Des Moines Area Regional Transit Authority (DART) and the city of Ankeny.
49. **RESOLUTION 2024-210** supporting participation in the Main Street Iowa Program and designating the City's Economic Development Director to represent the City on the local

nonprofit Main Street governing Board of Directors.

## APPROVAL OF CONSENT AGENDA

1. Council Member Bentz moved, second by Ruddy, to approve the recommendations for Consent Agenda Items CA-1 through CA-49. Ayes: Bentz, Ruddy, Shafer.

## LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2166.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees. Council Member Bentz moved, Shafer seconded, to accept second consideration of ORDINANCE 2166. Ayes: Bentz, Shafer, Ruddy.
2. **Ord 2167.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by amending the PUD Zoning of certain property owned by Commerce Center, LLC. (PH 2024-28) Council Member Bentz moved, Shafer seconded, to accept first consideration of ORDINANCE 2167. Ayes: Bentz, Shafer, Ruddy.
3. **Ord 2168.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Berwick Holdings, LLC. (PH 2024-29) Council Member Bentz moved, Shafer seconded, to accept first consideration of ORDINANCE 2168. Ayes: Bentz, Shafer, Ruddy.

## NEW BUSINESS

1. Proposed Sawgrass Park Dam Improvements -Professional Services Agreement with Snyder & Associates, Inc. Council Member Ruddy moved, Bentz seconded, to approve the Professional Services Agreement with Snyder & Associates, Inc. for the initial investigation and conceptual design engineering services on the Sawgrass Park Dam Improvements project in an amount not to exceed $73,700.00 and authorize the Mayor to execute said agreement. Ayes: Ruddy, Bentz, Shafer.
2. Proposed NW Irvinedale Drive and NW 18th Street Intersection Improvements - Professional Services Agreement with HR Green Inc. Council Member Ruddy moved, Bentz seconded, to approve the Professional Services Agreement with HR Green Inc. for design engineering services on the NW Irvinedale Drive and NW 18th Street Intersection Improvements project in an amount not to exceed $398,400.00 and authorize the Mayor to execute said Agreement. Ayes: Ruddy, Bentz, Shafer.
3. $17,425,000 General Obligation Bonds, Series 2024A. Council Member Ruddy moved, Bentz seconded, to adopt **RESOLUTION 2024-211** directing the advertisement for sale of $17,425,000 General Obligation Bonds, Series 2024A, and approving electronic bidding procedures and official statement. Ayes: Ruddy, Bentz, Shafer.
4. $4,175,000 Water Revenue Bonds, Series 2024B Council Member Ruddy moved, Shafer seconded, to adopt **RESOLUTION 2024-212** directing the advertisement for sale of $4,175,000 Water Revenue Bonds, Series 2024B, and approving electronic bidding procedures and official statement. Ayes: Ruddy, Shafer, Bentz.

## ADJOURNMENT

1. Meeting was adjourned at 7:04 p.m.

Michelle Yuska, City Clerk

Mark E. Holm, Mayor

Published in the Des Moines Register on 5/17/24.

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Plan and Zoning Commission meeting of April 16, 2024.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

## ATTACHMENTS:

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| 🗋 P&Z Minutes 2024-04-16 |

# Meeting Minutes

## Plan & Zoning Commission Meeting

Tuesday, April 16, 2024

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

### CALL TO ORDER

Chair Ted Rapp called the April 16, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

### ROLL CALL

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

### AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the April 16, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 7 – 0.

### COMMUNICATIONS

Correspondence was received from Jeremy & Teresa Nefzger, 1558 NE 126th Avenue, Alleman regarding Agenda Item #10, Kings Pointe East Preliminary Plat.

Motion by T.Flack to receive and file correspondence from Jeremy & Teresa Nefzger. Second by R.Weisheit. All voted aye. Motion carried 7 – 0.

### CITIZEN'S REQUEST

There were no requests.

### CONSENT AGENDA ITEMS

**Item #1. Minutes**

Motion to approve and accept the April 2, 2024 minutes of the Plan and Zoning Commission meeting.

**Item 2. 1505 NE 36th Street - Garden House Addition Site Plan**

Motion to approve the site plan for 1505 NE 36th Street, Garden House Addition.

Motion by G.Hunter to approve the recommendations for Consent Agenda Item #1 - #2. Second by T.Flack. Motion carried 6 – 0 – 1 (Abstain: T.Rapp).

### PUBLIC HEARINGS

**Item #3. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1)**

**Item #4. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to PUD, Planned Unit Development (Rezoning Area A)**

**Item #5. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2)**

**Item #6. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 10 units per acre (Rezoning Area B)**

**Item #7. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land use Map for property owned by Hope K Farms, LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3)**

**Item #8. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Low Density Residential to High Density Residential use classification (LUPA Area #4)**

**Item #9. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 20 units per acre (Rezoning Area C)**

Chair T.Rapp opened the public hearings.

**Staff Report:** L.Hutzell reported that Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map and requesting to rezone three different land areas. She stated that the properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres, and are located east of NE Delaware Avenue, west of Interstate 35 and south of NE 126th Avenue. L.Hutzell presented an aerial map, which encompassed all the land area for agenda Items #3 through #9. L.Hutzell explained each request, in detail, along with the current zoning of the surrounding properties; and provided examples of the uses that would be allowed if the requests were approved. The proposed changes are as follows:

- **Land Use Plan Map Amendment #1** – Office Business Park to Low Density Residential, 57.74 acres
- **Rezoning Area A** – R-1, One-Family Residence District to PUD, 88.86 acres

- **Land Use Plan Map Amendment #2** – Office Business Park to Medium Density Residential, 15.71 acres
- **Rezoning Area B** – R-3, Multiple Family Residence District restricted to 10 units per acre, 15.71 acres

- **Land Use Plan Map Amendment #3** – Office Business Park to High Density Residential, 6.36 acres
- **Land Use Plan Map Amendment #4** – Low Density Residential to High Density Residential, 8.37 acres
- **Rezoning Area C** – R-3, Multiple Family Residence District restricted to 20 units per acre, 14.73 acres

L.Hutzell stated that the developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area specifically providing 83.68% for Area A and 68.07 % for Area C. Area B had initially obtained 49.72% consenting signatures from adjacent property owners, requiring Council initiation, which took place March 4, 2024; and since then, additional signatures have been collected bringing consenting signature totals to 72.4%. She noted that notifications of the public hearing were sent to the surrounding property owners within 250' of the subject rezonings and 350' of the proposed land use plan map amendment areas. Legal notices of the proposed rezonings and amendments were published in the Des Moines Register and the required notification signage was posted on the property. Staff will present a complete staff report at the next Plan and Zoning Commission meeting on May 7, 2024.

Referencing Rezoning Area A, R-1 to PUD with underlying R-3, T.Flack asked if the PUD specifies restricted to single family. L.Hutzell responded, yes.

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

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

**Item #3.** Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #1. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

**Item #4.** Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area A. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

**Item #5.** Motion by L.West to close the public hearing and receive and file documents for Hope Crossing Land Use Plan Amendment Area #2. Second by A.Renaud . All voted aye. Motion carried 7 – 0.

**Item #6.** Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area B. Second by A.Renaud . All voted aye. Motion carried 7 – 0.

**Item #7.** Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #3. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

**Item #8.** Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #4. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

**Item #9.** Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area C. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Chair Ted Rapp addressed the audience after the public hearings to let them know that the items will come back to the Commission on Tuesday, May 7, 2024 for a recommendation to the City Council.

**BUSINESS ITEMS**

**Item #10. Kings Pointe East Preliminary Plat**

**Staff Report:** J.Heil reported King's Pointe East is a proposed 123.19-acre preliminary plat located at the southwest corner of the NE 72nd Street and NE Delaware Avenue intersection. The project includes the construction of 225 single family residential lots, an outlot for multi-family residential restricted to 18 units per acre, an outlot to be dedicated to the City as parkland, four outlots for open space/storm water management, proposed public streets, along with public sanitary sewer, water main and storm sewer improvements. The City's Parks Department has agreed to accept Outlot V, totaling 8.21 acres, as parkland dedication for this development. J.Heil said that this preliminary plat is in general conformance with Hope Kimberley Properties Phase 1 and Phase 2 PUD's and other recent land use plan amendments and rezonings in this area. He provided information on the three major access points for this development. He shared that staff does not have a final approved traffic study, but the developer has provided turn lanes at all the major intersections of this plat and has provided in the notes that they would agree to additional recommendations from the traffic study when it is complete. J.Heil explained in detail information on water and sanitary sewer. He shared that a full drainage study is being required with the final plat as the Four Mile Creek watershed is currently in a FEMA flood zone. A floodplain development permit will also be required prior to any groundwork and that information has been communicated with the developer. He further said that the City is requiring a stream bank analysis that is currently being worked on for the unnamed creek in Outlot Y and Z. Ownership, improvements and stabilization requirements will be determined and be required at the time of final platting.

J.Heil noted that correspondence was received from Jeremy and Teresa Nefzger and the Four Mile Four plat owners and their concern is that part of the Four Mile Four, Outlot Y is included in this preliminary plat and contains the note "Outlot Y is all open space and unbuildable." J.Heil stated that there are two separate issues, which include the plat notes on the Four Mile Four plat and the private covenants. He stated that first and foremost, the City has no jurisdiction over private covenants, or any private covenants. That the document is a contractual matter between all of the property owners of property within a Plat. Secondly, in regard to the plat note on Outlot Y stating, "Outlot Y is all open space and unbuildable." City Staff's position, upon consultation with the City Attorney, is that now that the property has been annexed into the City of Ankeny, the City can proceed with the normal platting process if presented with an application for subdivision for the outlots. As is typical with any other replatting of outlots in the City's jurisdiction. However, the City processing final plats to replat would not erase whatever limitations may exist on Outlot Y through the private covenants. That will still have to be addressed/resolved separate of the platting process. He further stated that staff has advised Hope Kimberley, LLC to work with the property owners of the Four Mile Four Plat. The City will require that the applicant/property owner provide documentation that an agreement has been reached to the satisfaction of all the property owners within the Four Mile Four Plat before any final plats that incorporate Outlot Y move forward. However, as previously mentioned, if the City is presented with applications for subdivision plats for any of the other areas outside of Outlot Y in Four Mile Four, the City will process them as we would for any other property in our jurisdiction. The staff recommendation is that the Plan and Zoning Commission recommend City Council approval of the King's Pointe East Preliminary Plat; and accept the public street name NE Kings Pointe Drive.

L.West asked if the requirement of the stream bank analysis was to prevent what happened at West Winds. Staff responded, yes.

R.Weisheit confirmed with staff the location of Outlot Y. E.Jensen presented an aerial map showing the specific area. E.Jensen further commented that this is a preliminary plat, basically a conceptual plan. He believes Mr. Nefzger just wanted the city to be aware that there was an issue related to this development.

T.Rapp asked that since the sanitary sewer is being extended behind the existing parcels to the north, will those parcels be able to hook up to services at their leisure. E.Jensen responded, he assumes so.

Erin Ollendike, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale commented that she did not have any additional information to share with the Commission.

Motion by A.Renaud to recommend City Council approval of the Kings Pointe East Preliminary Plat, and acceptance of the public street name NE Kings Pointe Drive. Second by R.Weisheit. All voted aye. Motion carried 7 – 0.

## REPORTS

### City Council Meeting

E.Jensen reported on the April 15, 2024 City Council meeting.

### Director's Report

E.Jensen presented the tentative agenda items for the Tuesday, May 7, 2024 Plan and Zoning Commission meeting.

### Commissioner's Reports

There were no reports.

## MISCELLANEOUS ITEMS

May 6, 2024 – 5:30 p.m. City Council Meeting Representative: Staff

## ADJOURNMENT

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

Brenda Fuglsang

Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission

city of Ankeny
bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Human Resources | |

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ACTION REQUESTED:

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LEGAL:

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SUBJECT:

Receive and file the minutes of the Civil Service Commission meeting of April 11, 2024.

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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# ATTACHMENTS:

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# Meeting Minutes

## Civil Service Commission

Thursday, April 11, 2024
11:45 a.m.
Ankeny Council Chambers
1250 SW District Dr, Ankeny, Iowa

Ray Blase
Laura Murphy
David Kinsley

## CALL TO ORDER - ROLL CALL

The meeting was called to order by Ray Blase. Roll call taken. Blase – present, Murphy – absent, Kinsley – present

1. **MOTION TO APPROVE THE MINUTES OF 2-12-24.**
   Blase moved to approve the minutes from February 12, 2024. Kinsley seconded the motion. All voted aye and the motion carried

2. **MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO UTILITIES OPERATOR I 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 Operator I in the municipal utilities department, subject to passing any further department requirements. Kinsley 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 | Kranes | Andrew |
| 1 | Slauson | Tucker |
| 3 | McGill | Josiah |
| 3 | Sosa | Louis |
| **5** | Chernik | Justin |
| 5 | Garcia | Carlos |
| 7 | Holt | Justin |
| 8 | Petersen | Paige |
| **9** | Blair | Caleb |
| 10 | Halsted | Garrett |
| 11 | Docker | Andrew |
| 12 | Grubb | Patrick |

| | | |
|---|---|---|
| 13 | Lockey | Andrew |
| 14 | McGregor | Jesse |
| 15 | Galloway | Cassandra |
| 16 | Simpson | Michael |
| 16 | Tokheim | Jacob |
| 16 | Wright | Chris |
| 19 | Schares | John |
| 20 | Lundberg | Ryan |
| 21 | Sehic | Bajro |
| 22 | Israel | Aaron |
| 23 | Evans | Crystal |
| 23 | Mathews | Ben |
| 23 | Wahr | Scott |

## 3. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO ENGINEERING TECHNICIAN II IN THE MUNICIPAL UTILITIES DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

Blase moved to certify the list of applicants eligible for appointment to Engineering Technician II in the municipal utilities department, subject to passing any further department requirements. Kinsley 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 | Gillette | Justin |
| 2 | Cole | Shawn |
| 3 | Tolkan | Cody |
| 4 | Thompson | Curtis |

## 4. ADJOURNMENT

Being there was no further business; Blase adjourned the meeting at 11:49 a.m.
Next meeting: tentative Monday, May 13, 2024, at 11:30 am.

Respectfully submitted,
Dawn Gean
Dawn Gean
Clerk of the Civil Service Commission

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| City Clerk | Ensure Economic Vitality |

ACTION REQUESTED:

Motion

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LEGAL:

Item Reviewed by Legal Counsel

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SUBJECT:

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

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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. Walgreen Co. d/b/a Walgreens #07454, 901 N Ankeny Blvd - Class E Retail Alcohol License (LE) (Renewal) - Effective June 3, 2024.
2. Walgreen Co. d/b/a Walgreens #07996, 2702 SE Delaware Ave. - Class E Retail Alcohol License (LE) (Renewal) - Effective June 3, 2024.

3. Tim's convenience Services Inc. d/b/a Tim's BP/Amoco Service, 102 N Ankeny Blvd - Class B Retail Alcohol License (LG) (Renewal) - Effective June 3, 2024. PENDING DEPT. APPROVALS.
4. OP LLC d/b/a Siam Table, 757 N Ankeny Blvd - Special Class C Retail Alcohol License (BW) (Renewal) - Effective June 15, 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, 2024 PENDING DRAM ENDORSEMENT.
6. Curbin Cuisine, Inc. d/b/a Curbin Cuisine - Class C Retail Alcohol License (LC) (NEW) - Tentatively Effective May 21, 2024 PENDING DRAM ENDORSEMENT.
7. Cloud Wine, LLC d/b/a Luck Wife Wine Slushies, 423 S Ankeny Blvd. (Rustic Swan) - Special Class C Retail Alcohol License (BW) (5 Day) - Effective May 30, 2024.
8. Cloud Wine, LLC d/b/a Luck Wife Wine Slushies, 715 W 1st St. (AMP, Farmer's Market) - Special Class C Retail Alcohol License (BW) (5 Day) - Effective July 3, 2024.
9. Polk City Sports LLC d/b/a Polk City Pub, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail License (LC) (5 Day) - Effective June 1, 2024.
10. Ankeny Area Chamber of Commerce d/b/a Ankeny Area Chamber of Commerce, 1500 SW Main St. (Summerfest) - Class C Retail Alcohol License (LC) (5 Day) includes Outdoor Service - Effective July 11, 2024. PENDING DRAM ENDORSEMENT.
11. Thirsty Pigs LLC d/b/a Thirsty Pigs LLC, 3704 SE Convenience Blvd - Special Class C Retail Alcohol License (BW) (5 Day) includes Outdoor Service - June 5, 2024.
12. Bus Events, LLC. d/b/a Iowa Beer Bus. - 715 W 1st St. (Beats & Eats) - Special Class C Retail Alcohol License (BW) (Multiple 5 Day Event at the AMP) - Effective June 6, 2024, June 8, 2024, June 13, 2024, June 20, 2024, and June 27, 2024.

---

FISCAL IMPACT: **Yes**

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

---

CITY MANAGER'S RECOMMENDATIONS:

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

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

| **Click to download** |
|---|
| No Attachments Available |

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Finance | Exercise Financial Discipline |

ACTION REQUESTED:
Motion

---

LEGAL:
No Review Required

---

SUBJECT:

Consider motion to receive and file Financial Reports for April 2024.

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: **No**

---

CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

# ADDITIONAL INFORMATION:

---

# ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Finance Report |

city of Ankeny
bringing it all together

**Annette Graeve**
*Finance Officer*
*Finance Department*

# Monthly Finance Report – April 2024

## To the Honorable Mayor and City Council:

The financial reports for the month of April are submitted herewith. April is not only the start of the last quarter of the fiscal year, but it is also the month that the majority of the second installment of property taxes is remitted to the City. In addition, now that the revised budget has been finalized and filed with the Polk County Auditor, the revised budget figures have been integrated into the April financial reports. This is also the time of year when preparations start for year-end processing and analysis and the determination is made whether another budget amendment is required.

Revenue collections are lagging behind budget projections through April. Actual revenues for all funds are showing at 73.72% of budget on the *Revenue Summary by Fund* report. A primary cause is that bond proceeds will not be received until June. Excluding the capital projects fund, revenues are at approximately 89% of the revised budget. By looking at the *Major Operating Funds – Detailed Revenue Summary*, we can see that many of the revenue lines and subtotals exceed 83.3%. Of those line items under the 83.3% mark, many are for summer seasonal activities, with the lowest budget to actual percentages being recreation activities including season passes, admissions, concessions and golf course revenues. The summer season activities are just getting started and much of the revenue collections will resume in May or June. The City's revenues appear stable and within budget projections.

On the expenditure side, overall spending appears to be below projections. General fund actual expenditures are 76% of budget on the *Expenditure Summary by Fund* report and total actual expenditures for major operating funds are at 60% of budget on the *Major Operating Funds – Budget versus Actual* report. The State's legal level of control, however, is at the "program" level. Under the State's budgeting guidelines, the City has nine "programs" that cut across funds and have budgets that cannot be exceeded. Those programs are public safety, health and social services, culture and recreation, public works, community and economic development, general government, debt service, capital projects and business type/enterprise. In order for the City to be legally under budget, the City's actual expenditures must be lower than budgeted expenditures at the program level.

Overall spending is at appropriate levels and ending cash balances are expected to be near budgeted levels. Over the next several months, monitoring revenues, expenditures, and cash levels will be an essential task. Although April marks the beginning of the end of fiscal year 2024, there is still much work required before the close of the fiscal year.

Respectfully submitted,

Annette Graeve

Annette Graeve, Finance Officer

# CITY OF ANKENY
# CASH AND INVESTMENT RECONCILIATION
# ALL FUNDS
# April 30, 2024

| | |
|---|---|
| Cash Basis Fund Balances | $ 179,429,280.08 |

| | |
|---|---|
| Investments | $ 163,447,611.06 |
| Checking Account Balance (per bank) | 16,260,333.47 |
| Deposits in Transit | 118,443.33 |
| Outstanding Checks | (400,957.78) |
| Cash Drawer/Petty Cash * | 3,850.00 |
| Total | $ 179,429,280.08 |

* Cash Drawer/Petty Cash:

| | |
|---|---|
| City Hall - Finance | 200.00 |
| City Hall - Front Desk | 175.00 |
| Library | 300.00 |
| Otter Creek Golf Course | 800.00 |
| Parks and Recreation | 250.00 |
| Parks - Hawkeye & Miracle Parks | 875.00 |
| Parks - PRSC Concessions | 325.00 |
| Parks - Senior Center | 100.00 |
| Police Department | 100.00 |
| Public Service Building | 25.00 |
| Community Development | 100.00 |
| Water Fund | 600.00 |
| | $ 3,850.00 |

# City of Ankeny
# Cash Balance Summary
# April 30, 2024

| Fund | Budget Number | Cash Balance July 1, 2023 | Revenues | Transfers In | Expenditures | Transfers Out | Cash Balance April 30, 2024 |
|---|---|---|---|---|---|---|---|
| General: | | | | | | | |
| General | 100 | $ 35,273,769.10 | $ 44,952,347.14 | $ - | $ 35,562,587.59 | $ 1,736,762.95 | $ 42,926,765.70 |
| Hotel/Motel Tax | 233 | 578,066.43 | - | 1,736,762.95 | 1,113,685.32 | - | 1,201,144.06 |
| Special Revenue: | | | | | | | |
| Fire Gift | 220 | 33,104.14 | 2,475.00 | - | - | - | 35,579.14 |
| Hawkeye Park Player Fees | 240 | 37,850.78 | 2,895.00 | - | 16,157.90 | - | 24,587.88 |
| Police Gift | 250 | 10,176.53 | 14,995.00 | - | 10,825.66 | - | 14,345.87 |
| Road Use Tax | 260 | 9,930,750.11 | 7,745,065.80 | - | 7,336,500.57 | - | 10,339,315.34 |
| Police Seizure | 270 | 99,392.04 | 4,138.30 | - | 34,440.14 | - | 69,090.20 |
| Tax Increment Financing | 280 | 2,433,185.10 | 10,221,894.73 | - | 100,904.00 | - | 12,554,175.83 |
| Police and Fire Retirement | 290 | 1,547,627.46 | 2,539,730.14 | - | 2,243,362.98 | - | 1,843,994.62 |
| Landfill Post-Closure | 295 | 86,375.45 | - | - | - | - | 86,375.45 |
| Friends of the Ankeny Library | 430 | 86,817.57 | 38,808.27 | - | 44,767.87 | - | 80,857.97 |
| Park Dedication | 440 | 499,761.95 | 6,531.63 | - | - | - | 506,293.58 |
| Sports Complex Foundation | 445 | 131,474.06 | 14,550.00 | - | - | - | 146,024.06 |
| Ankeny Garden Club | 446 | 9,566.84 | 1,775.00 | - | - | - | 11,341.84 |
| Miracle Park Fund | 448 | 69,996.82 | 3,409.20 | - | 630.94 | - | 72,775.08 |
| Dog Park Trust Fund | 449 | 1,376.46 | - | - | - | - | 1,376.46 |
| P&R Scholarship Fund | 450 | 27,173.90 | - | - | 291.75 | - | 26,882.15 |
| Civic Trust Fund | 484 | 322,833.46 | 17,267.92 | - | - | - | 340,101.38 |
| Debt Service | 300 | 1,890,977.70 | 14,743,661.58 | - | 2,267,800.72 | - | 14,366,838.56 |
| Enterprise: | | | | | | | |
| Solid Waste | 500 | 459,780.72 | 1,196,090.83 | - | 1,148,086.74 | - | 507,784.81 |
| Utility Deposits | 505 | 406,262.12 | 158,779.07 | - | 134,025.00 | - | 431,016.19 |
| Water Operations | 510 | 16,671,547.67 | 18,265,359.28 | - | 11,769,634.75 | 1,623,446.00 | 21,543,826.20 |
| Water Improvement | 520 | 1,761,600.00 | - | - | - | - | 1,761,600.00 |
| Water Sinking | 530 | 1,940,827.30 | - | 1,623,446.00 | 284,819.41 | - | 3,279,453.89 |
| Sewer Operations | 550 | 12,344,479.03 | 14,490,858.55 | - | 8,482,531.68 | - | 18,352,805.90 |
| Sewer Improvement | 560 | 3,401,518.12 | - | - | - | - | 3,401,518.12 |
| Sewer Sinking | 570 | - | - | - | - | - | - |
| Storm Water | 580 | 2,052,671.85 | 3,029,922.96 | - | 922,146.80 | - | 4,160,448.01 |
| Golf Course | 590 | 1,823,641.03 | 1,813,331.31 | - | 1,709,699.54 | - | 1,927,272.80 |
| Capital Project: | | | | | | | |
| Utility Fund Capital Projects | 6** | 13,057,074.43 | 5,419,052.46 | 374.00 | 12,273,815.60 | 374.00 | 6,202,311.29 |
| Special Assessments | 8** | 22,157.71 | 1,249,354.87 | - | - | - | 1,271,512.58 |
| Capital Projects | 8** & 9** | 35,629,809.37 | 8,618,779.49 | 668.72 | 23,911,578.26 | 668.72 | 20,337,010.60 |
| Total Budgeted | | $ 142,641,645.25 | $ 134,551,073.53 | $ 3,361,251.67 | $ 109,368,293.22 | $ 3,361,251.67 | $ 167,824,425.56 |
| Internal Service: | | | | | | | |
| Revolving | 710 | 611,246.64 | 1,380,265.20 | - | 1,136,986.51 | - | 854,525.33 |
| Risk Management | 720 | 960,958.60 | 1,535,560.74 | - | 1,266,064.89 | - | 1,230,454.45 |
| Health Insurance | 730 | 6,437,221.18 | 4,772,047.33 | - | 4,145,711.74 | - | 7,063,556.77 |
| Sustainability Revolving Loan | 770 | 29,728.79 | - | - | - | - | 29,728.79 |
| Economic Development Revolving | 780 | 273,191.85 | 2,600.00 | - | - | - | 275,791.85 |
| Equipment Reserve | 790 | 2,083,944.91 | 66,852.42 | - | - | - | 2,150,797.33 |
| Total Unbudgeted | | $ 10,396,291.97 | $ 7,757,325.69 | $ - | $ 6,548,763.14 | $ - | $ 11,604,854.52 |
| Total (1) | | $ 153,037,937.22 | $ 142,308,399.22 | $ 3,361,251.67 | $ 115,917,056.36 | $ 3,361,251.67 | $ 179,429,280.08 |

(1) Includes interfund transactions.

# City of Ankeny
# Utility Capital Projects Cash Balance Summary
# April 30, 2024

| Fund | Budget Number | Cash Balance July 1, 2023 | Revenues | Transfers In | Expenditures | Transfers Out | Cash Balance April 30, 2024 |
|---|---|---|---|---|---|---|---|
| Utility Fund Capital Projects: | | | | | | | |
| Water Main Replacement | 610 | $ 1,577,814.78 | $ - | $ - | $ 379,524.96 | $ - | $ 1,198,289.82 |
| Northwest Water Tower | 611 | (439,540.00) | - | - | 689,062.20 | - | (1,128,602.20) |
| SE Magazine Storage Tank Repaint | 612 | 50,000.00 | - | - | 10,272.20 | - | 39,727.80 |
| North Ankeny Blvd Water Main | 614 | 22,748.79 | - | - | - | - | 22,748.79 |
| NE 36th St & NE 38th St Water Main Loop | 618 | 240,563.25 | - | - | 266,197.25 | - | (25,634.00) |
| SW Irvinedale Dr Transmission Main-Ph 1 | 620 | 393,144.61 | - | - | - | - | 393,144.61 |
| SW Irvinedale Dr Transmission Main-Ph 2 | 621 | 479,039.97 | - | - | - | - | 479,039.97 |
| NW State St Water Main Improvements | 622 | 111,891.56 | - | - | - | - | 111,891.56 |
| SW Irvinedale Dr Transmission Main-Ph 3 | 623 | (14,877.41) | - | - | 75,538.55 | - | (90,415.96) |
| NW Irvinedale Water Main-Trestle to 36th | 628 | 100,000.00 | - | - | - | - | 100,000.00 |
| High Trestle Trail Transmission Main | 629 | (43,963.49) | 3,289,324.84 | - | 3,297,478.15 | - | (52,116.80) |
| Saylorville Feeder Main | 630 | - | - | - | 603,150.00 | - | (603,150.00) |
| Aquifer Storage Replacement #1 | 632 | 339,622.35 | - | - | 243,100.40 | - | 96,521.95 |
| S Ankeny Blvd Transmission Main | 633 | - | 2,129,727.62 | - | 2,137,518.62 | - | (7,791.00) |
| NW 36th & NW Weigel Water Main | 634 | 22,084.91 | - | - | - | - | 22,084.91 |
| SW Walnut/SW Ordnance Water | 635 | - | - | - | 37,871.38 | - | (37,871.38) |
| High Trestle Trail Transmission-Phase 2 | 637 | (374.00) | - | 374.00 | - | - | - |
| SE Delaware Grnd Storage Tank Repaint | 638 | 359,775.00 | - | - | 277,336.34 | 374.00 | 82,064.66 |
| Sanitary Sewer Replacement | 650 | 1,962,647.46 | - | - | 310,576.94 | - | 1,652,070.52 |
| Trestle Ridge Trunk Sewer Cost Share | 651 | 600,000.00 | - | - | - | - | 600,000.00 |
| West Outfall Relief Sewer | 652 | 135,456.87 | - | - | - | - | 135,456.87 |
| Otter Creek Trunk Sewer-Phase 4 | 655 | 236,589.72 | - | - | 62,262.00 | - | 174,327.72 |
| NE Crestmoor San Sewer Replacement | 656 | 511,010.01 | - | - | 482,188.95 | - | 28,821.06 |
| Otter Creek Trunk Sewer Extension | 657 | 416,786.18 | - | - | - | - | 416,786.18 |
| SE 3rd Trunk Swr Ext-SE Grant to SE Sharon | 658 | 405,125.96 | - | - | 443,864.42 | - | (38,738.46) |
| NW Northlawn Area Sanitary Swr Improve | 659 | 37,741.72 | - | - | - | - | 37,741.72 |
| Four Mile Creek Trunk Sewer | 660 | 2,783,603.66 | - | - | 1,984,777.99 | - | 798,825.67 |
| Deer Creek Trunk Sewer | 661 | 475,253.92 | - | - | - | - | 475,253.92 |
| Storm Sewer Replacement | 680 | 750,322.13 | - | - | 136,063.10 | - | 614,259.03 |
| NW 17th St Storm Sewer & Pavement | 681 | - | - | - | 8,500.00 | - | (8,500.00) |
| SE Creekview Drive Wetland | 683 | (2,500.00) | - | - | 870.00 | - | (3,370.00) |
| Westwinds Storm Sewer Extension | 685 | 218,904.67 | - | - | 222,106.78 | - | (3,202.11) |
| High Trestle Trail Channel Stab. - Phase 1 | 688 | 109,768.50 | - | - | 59,326.37 | - | 50,442.13 |
| SE 3rd St Area Collection Storm Sewer | 689 | - | - | - | 357.50 | - | (357.50) |
| Wildflower Detention Basin | 691 | 118,671.15 | - | - | - | - | 118,671.15 |
| North Creek Channel Flood Repair | 692 | 75,413.42 | - | - | - | - | 75,413.42 |
| Westwinds Channel Flood Repair | 693 | 145,636.99 | - | - | - | - | 145,636.99 |
| Four Mile Creek Channel Stabilization | 694 | 42,375.01 | - | - | 1,293.53 | - | 41,081.48 |
| SE 3rd Street Storm Sewer Improvements | 695 | 739,228.14 | - | - | 496,802.25 | - | 242,425.89 |
| Tributary to Four Mile Creek Stabilization | 696 | 97,108.60 | - | - | 6,161.97 | - | 90,946.63 |
| SW Des Moines St Utility Improvements | 699 | - | - | - | 41,613.75 | - | (41,613.75) |
| Total Utility Fund Capital Projects | | $ 13,057,074.43 | $ 5,419,052.46 | $ 374.00 | $ 12,273,815.60 | $ 374.00 | $ 6,202,311.29 |

# City of Ankeny
# Capital Projects Cash Balance Summary
# April 30, 2024

| Fund | Budget Number | Cash Balance July 1, 2023 | Revenues | Transfers In | Expenditures | Transfers Out | Cash Balance April 30, 2024 |
|---|---|---|---|---|---|---|---|
| Capital Project Funds: | | | | | | | |
| PRSC Tennis Courts Overlay | 882 | $ 360,000.00 | $ - | $ - | $ - | $ - | $ 360,000.00 |
| NW State St Extension Preliminary Design | 885 | 402,880.86 | - | - | 365,320.70 | - | 37,560.16 |
| S Anky Blvd Imprv-SE Pete to 1st Street | 886 | 175,255.17 | - | - | 478,486.56 | - | (303,231.39) |
| SW Magazine & SW State Intersection | 887 | 60,000.00 | - | - | 52,258.05 | - | 7,741.95 |
| Fiber Optic Network Upgrade | 888 | 200,000.00 | - | - | 224,997.65 | - | (24,997.65) |
| SE Corp Woods & SE Crosswinds Traffic | 889 | 40,000.00 | - | - | 45,111.80 | - | (5,111.80) |
| NE 62nd RBC Culvert for 4 Mile Creek | 892 | 75,000.00 | - | - | 66,247.03 | - | 8,752.97 |
| NW 36th & NW Weigel Asphalt Overlays | 895 | 200,746.13 | - | - | 151,819.86 | - | 48,926.27 |
| NE 36th Reconstruction-I-35 to Four Mile | 896 | (463,337.87) | - | - | 912,058.17 | - | (1,375,396.04) |
| Des Moines Street Parks Development | 897 | 2,467,163.96 | - | - | 520,154.24 | - | 1,947,009.72 |
| HTT Trailhead Restroom & Amenities | 898 | 60,000.00 | - | - | 135,000.00 | - | (75,000.00) |
| BAN/Bond Activity | 900 | 916,959.10 | 930,198.02 | - | 51,207.21 | - | 1,795,949.91 |
| Fire Station No. 4 | 901 | 825,827.79 | - | - | 315,428.78 | - | 510,399.01 |
| Lakeside Center Repurposing | 903 | 315,000.00 | - | - | - | - | 315,000.00 |
| Senior Center | 905 | 422,241.34 | 100,000.00 | - | 18,781.79 | - | 503,459.55 |
| Public Works Winter Ops Satellite Facility | 907 | 90,000.00 | - | - | - | - | 90,000.00 |
| SE Hulsizer Road Realignment | 908 | 19,921.96 | - | - | 155,145.00 | - | (135,223.04) |
| NW Irvinedale/NW 18th St Turn Lane | 910 | 51,500.00 | - | - | - | - | 51,500.00 |
| N Ankeny Blvd & 18th St Int Improvements | 913 | 159,660.70 | - | - | 516,341.93 | - | (356,681.23) |
| Park Maintenance Facility Renovation | 914 | 9,902.00 | - | - | - | - | 9,902.00 |
| Pavement Preservation Program | 915 | (70,937.05) | - | - | 7,452.85 | - | (78,389.90) |
| Annual Street Replacement Program | 916 | 1,836,677.75 | - | - | 1,150,672.62 | - | 686,005.13 |
| Elementary Schools Walkability Imprvmts | 917 | (35,502.00) | - | - | 148,185.86 | - | (183,687.86) |
| Prairie Ridge Sports Complex | 920 | 68,299.02 | - | - | 32,407.25 | - | 35,891.77 |
| NW Irvinedale & NW 18th Inters Imprvmts | 922 | 93,403.50 | - | - | 66,781.25 | - | 26,622.25 |
| NE Frisk Dr Bridge Over Deer Creek | 924 | 90,000.00 | - | - | 90,000.00 | - | - |
| Miracle Field | 925 | 49,215.10 | - | - | 2,793.63 | - | 46,421.47 |
| Ankeny Market & Pavilion | 926 | - | - | - | 409.66 | - | (409.66) |
| Community Entrance Signage | 927 | 48,554.20 | - | - | - | - | 48,554.20 |
| Library | 928 | 103,522.58 | - | - | - | - | 103,522.58 |
| SW Oralabor & SW Edgewood Intersection | 929 | 50,000.00 | - | - | 2,621.20 | - | 47,378.80 |
| Public Facility Improvements | 930 | 19,156.54 | - | - | - | - | 19,156.54 |
| PRSC-Softball Bleacher Canopies | 931 | 2,452.18 | - | - | - | - | 2,452.18 |
| Cherry Glen Ballfield | 933 | 151,084.70 | - | - | 188,137.19 | 668.72 | (37,721.21) |
| NW 36th & NW State Interim Improvements | 935 | (59,743.47) | - | - | - | - | (59,743.47) |
| Annual Sidewalks/Trails | 936 | 322,670.25 | - | - | 339,764.05 | - | (17,093.80) |
| Older Parks Renovation | 937 | 86,980.19 | - | - | - | - | 86,980.19 |
| High Trestle Trail Extension | 938 | (1,621,992.61) | 59,753.00 | - | 78,734.86 | - | (1,640,974.47) |
| NE 54 Street Bridge & Trail | 945 | (228,478.11) | 88,852.31 | - | - | - | (139,625.80) |
| I35 & Corp Woods Interchange Report | 946 | 50,000.00 | - | - | - | - | 50,000.00 |
| N Ankny Blvd Imprvmnts - 1st St to 11th St | 949 | 250,000.00 | - | - | 395,277.07 | - | (145,277.07) |
| Asphalt Street Resurfacing | 950 | 708,754.25 | - | - | 383,731.72 | - | 325,022.53 |
| E 1st/I-35 Interchange Improvements | 951 | 1,111,569.00 | - | - | 666,666.66 | - | 444,902.34 |
| NW 18th Recon-NW Ash to N Anky Blvd | 953 | 4,270,439.92 | 47,680.00 | - | 3,963,759.18 | - | 354,360.74 |
| NE Four Mile Drive RCB Culvert | 955 | 190,327.93 | 70,792.00 | - | - | - | 261,119.93 |
| Rock Creek Trail & Native Plantings | 957 | 4,718.85 | 200,000.00 | - | 51,060.50 | - | 153,658.35 |
| NW 18th St Extension-Weigel to Spruce | 959 | 783,047.90 | 31,465.50 | - | 196,618.67 | - | 617,894.73 |
| Street Patching Program | 963 | 1,291,913.53 | 3,375.60 | - | 802,818.29 | - | 492,470.84 |
| Traffic Signalization | 965 | 1,741,077.73 | - | - | 998,289.02 | - | 742,788.71 |
| NW 26th Street Widening | 967 | 250,000.00 | - | - | - | - | 250,000.00 |
| SW State St Recon-SW Ordnance to W 1st | 968 | 1,765,148.18 | - | - | 1,394,977.44 | - | 370,170.74 |
| E 1st Widening-Frisk to Four Mile | 969 | 26,500.00 | - | - | - | - | 26,500.00 |
| W 1st Widening & Improvements-Phase 1 | 970 | (449,119.94) | - | - | 191,900.93 | - | (641,020.87) |
| Park Development | 973 | 469,143.42 | 7,700.00 | 668.72 | 387,730.65 | - | 89,781.49 |
| Park Land Acquisition | 974 | 81,688.18 | - | - | - | - | 81,688.18 |
| Uptown Parking Improvements | 975 | 373,440.00 | - | - | 201,233.04 | - | 172,206.96 |
| Prairie Trail Public Improvements | 977 | 4,818,149.83 | - | - | - | - | 4,818,149.83 |
| NE Delaware Reconstruction 5th-18th | 979 | 2,574,615.20 | 3,117,634.43 | - | 4,331,024.54 | - | 1,361,225.09 |
| S Ankeny & Magazine Safety | 982 | (106,009.17) | - | - | 897.00 | - | (106,906.17) |
| SE Crosswinds/SE 77th Improvements | 983 | (2,391,441.09) | 2,758,811.74 | - | 367,370.66 | - | (0.01) |
| PRSC Parking Lot Improvements | 987 | 90,667.00 | - | - | - | - | 90,667.00 |
| Oralabor & State Street Overpass | 988 | (34,410.76) | - | - | - | - | (34,410.76) |
| High Trestle Trail Trailhead & Pkg Lot | 989 | 74,205.79 | - | - | 4,351.49 | - | 69,854.30 |
| High Trestle Trail Experience Park | 990 | 665,691.25 | - | - | 17,091.25 | - | 648,600.00 |
| NW 36th Widening from Ash to Ankeny Blvd | 992 | 981,790.48 | 151,510.00 | - | 1,077,720.43 | - | 55,580.05 |
| SE Delaware Widening | 993 | 30,981.93 | - | - | 79,398.02 | - | (48,416.09) |
| Street/Sidewalk Oversizing | 995 | 34,619.72 | - | - | 32,782.00 | - | 1,837.72 |
| Capital Projects Reserve | 997 | 6,916,103.39 | - | - | - | - | 6,916,103.39 |
| SW Oralabor & State Safety Improvements | 998 | 1,762,112.94 | 1,051,006.89 | - | 2,250,560.51 | - | 562,559.32 |
| Total Non Utility Fund Capital Projects | | $ 35,629,809.37 | $ 8,618,779.49 | $ 668.72 | $ 23,911,578.26 | $ 668.72 | $ 20,337,010.60 |

# City of Ankeny
# Revenue Summary by Fund
# April 30, 2024

| Fund | Budget Number | 2021-22 Actual | 2022-23 Actual | 2023-24 Budget | As of April 30, 2024 | Variance | Percent (2) |
|---|---|---|---|---|---|---|---|
| General: | | | | | | | |
| General | 100 | $ 40,677,426.76 | $ 44,806,791.52 | $ 47,212,786.00 | $ 44,952,347.14 | $ (2,260,438.86) | 95.21% |
| Hotel/Motel Tax | 233 | 2,664.51 | 19,235.10 | 40,000.00 | - | (40,000.00) | 0.00% |
| Special Revenue: | | | | | | | |
| Fire Gift | 220 | 2,439 | 6,536 | 6,600.00 | 2,475.00 | (4,125.00) | 37.50% |
| Hawkeye Park Player Fees | 240 | 9,378.03 | 7,641.94 | 11,100.00 | 2,895.00 | (8,205.00) | 26.08% |
| Police Gift | 250 | 4,209.82 | 4,073.60 | 16,400.00 | 14,995.00 | (1,405.00) | 91.43% |
| Road Use Tax | 260 | 9,074,922.97 | 9,577,651.33 | 9,489,084.00 | 7,745,065.80 | (1,744,018.20) | 81.62% |
| Police Seizure | 270 | 12,434.91 | 22,100.89 | 14,000.00 | 4,138.30 | (9,861.70) | 29.56% |
| Tax Increment Financing | 280 | 9,148,707.02 | 10,056,491.47 | 11,288,157.00 | 10,221,894.73 | (1,066,262.27) | 90.55% |
| Police and Fire Retirement | 290 | 2,393,282.25 | 2,546,782.13 | 2,682,174.00 | 2,539,730.14 | (142,443.86) | 94.69% |
| Landfill Post-Closure | 295 | 124.62 | 1,896.90 | 4,000.00 | - | (4,000.00) | 0.00% |
| Friends of the Ankeny Library | 430 | 47,841.33 | 44,723.83 | 49,000.00 | 38,808.27 | (10,191.73) | 79.20% |
| Park Dedication | 440 | 30,723.29 | 47,100.34 | 23,000.00 | 6,531.63 | (16,468.37) | 28.40% |
| Sports Complex Foundation | 445 | 15,875.92 | 17,604.74 | 20,000.00 | 14,550.00 | (5,450.00) | 72.75% |
| Ankeny Garden Club | 446 | 1,449.54 | 1,592.45 | 2,175.00 | 1,775.00 | (400.00) | 81.61% |
| Miracle Park Fund | 448 | 10,853.15 | 8,517.47 | 8,000.00 | 3,409.20 | (4,590.80) | 42.62% |
| Dog Park Trust Fund | 449 | 333.93 | 767.55 | - | - | - | |
| P&R Scholarship Fund | 450 | - | 27,173.90 | 1,200.00 | - | (1,200.00) | 0.00% |
| Civic Trust Fund | 484 | 186,464.14 | - | 19,216.00 | 17,267.92 | (1,948.08) | 89.86% |
| Debt Service | 300 | 29,364,984.36 | 15,102,496.15 | 15,716,730.00 | 14,743,661.58 | (973,068.42) | 93.81% |
| Enterprise: | | | | | | | |
| Solid Waste | 500 | 1,183,182.09 | 1,363,021.03 | 1,489,000.00 | 1,196,090.83 | (292,909.17) | 80.33% |
| Utility Deposits | 505 | 201,802.31 | 190,642.85 | 216,000.00 | 158,779.07 | (57,220.93) | 73.51% |
| Water Operations | 510 | 18,128,905.67 | 19,545,481.82 | 21,103,636.00 | 18,265,359.28 | (2,838,276.72) | 86.55% |
| Water Improvement | 520 | - | - | - | - | - | |
| Water Sinking | 530 | - | - | - | - | - | |
| Sewer Operations | 550 | 17,758,873.85 | 17,085,080.35 | 17,830,159.00 | 14,490,858.55 | (3,339,300.45) | 81.27% |
| Sewer Improvement | 560 | - | - | - | - | - | |
| Sewer Sinking | 570 | - | - | - | - | - | |
| Storm Water | 580 | 3,413,386.00 | 3,671,742.25 | 3,833,430.00 | 3,029,922.96 | (803,507.04) | 79.04% |
| Golf Course | 590 | 2,224,378.94 | 2,573,720.83 | 2,382,000.00 | 1,813,331.31 | (568,668.69) | 76.13% |
| Capital Project: | | | | | | | |
| Utility Fund Capital Projects | 6** | 6,578,382.26 | 3,393,193.39 | 22,598,971.00 | 5,419,052.46 | (17,179,918.54) | 23.98% |
| Special Assessments | 8** | - | 277,157.71 | 479,689.00 | 1,249,354.87 | 769,665.87 | 260.45% |
| Capital Projects | 9** | 25,146,661.48 | 15,806,305.27 | 27,632,342.00 | 8,618,779.49 | (19,013,562.51) | 31.19% |
| Total Budgeted Revenues | | $ 165,619,688.54 | $ 146,205,522.84 | $ 184,168,849.00 | $ 134,551,073.53 | $ (49,617,775.47) | 73.06% |
| Internal Service: | | | | | | | |
| Revolving | 710 | $ 1,343,470.86 | $ 1,472,271.23 | $ 1,798,806.00 | $ 1,380,265.20 | $ (418,540.80) | 76.73% |
| Risk Management | 720 | 1,280,848.03 | 2,354,386.64 | 1,586,000.00 | 1,535,560.74 | (50,439.26) | 96.82% |
| Health Insurance | 730 | 4,805,782.88 | 5,394,634.32 | 5,291,659.00 | 4,772,047.33 | (519,611.67) | 90.18% |
| Sustainability Revolving Loan | 770 | 1,370.00 | 1,230.73 | 1,400.00 | - | (1,400.00) | 0.00% |
| Economic Development Revolving | 780 | 14,421.21 | 8,726.69 | 15,600.00 | 2,600.00 | (13,000.00) | 16.67% |
| Equipment Reserve | 790 | 135,059.94 | 134,122.32 | 182,715.00 | 66,852.42 | (115,862.58) | 36.59% |
| Total Unbudgeted Revenues | | $ 7,580,952.92 | $ 9,365,371.93 | $ 8,876,180.00 | $ 7,757,325.69 | $ (1,118,854.31) | 87.39% |
| Total All Revenues (1) | | $ 173,200,641.46 | $ 155,570,894.77 | $ 193,045,029.00 | $ 142,308,399.22 | $ (50,736,629.78) | 73.72% |

(1) Includes interfund transactions.

(2) April is 83.3% of the fiscal year.

# City of Ankeny
# Expenditure Summary by Fund
# April 30, 2024

| Fund | Budget Number | 2021-22 Actual | 2022-23 Actual | 2023-24 Budget | As of April 30, 2024 | Variance | Percent [2] |
|---|---|---|---|---|---|---|---|
| General: | | | | | | | |
| General | 100 | $ 35,445,204.86 | $ 39,926,831.86 | $ 46,794,274.00 | $ 35,562,587.59 | $ (11,231,686.41) | 76.00% |
| Hotel/Motel Tax | 233 | 1,092,757.61 | 1,366,279.13 | 1,432,928.00 | 1,113,685.32 | (319,242.68) | 77.72% |
| Special Revenue: | | | | | | | |
| Fire Gift | 220 | 280 | 324 | 5,000.00 | - | (5,000.00) | 0.00% |
| Hawkeye Park Player Fees | 240 | - | 17,434.00 | 31,120.00 | 16,157.90 | (14,962.10) | 51.92% |
| Police Gift | 250 | - | 3,932.94 | 16,000.00 | 10,825.66 | (5,174.34) | 67.66% |
| Road Use Tax | 260 | 6,309,244.00 | 6,546,030.24 | 10,631,239.00 | 7,336,500.57 | (3,294,738.43) | 69.01% |
| Police Seizure | 270 | 9,710.60 | 4,700.15 | 39,900.00 | 34,440.14 | (5,459.86) | 86.32% |
| Tax Increment Financing | 280 | 1,974,910.00 | 2,565,008.00 | 2,841,657.00 | 100,904.00 | (2,740,753.00) | 3.55% |
| Police and Fire Retirement | 290 | 2,580,774.17 | 2,727,388.46 | 2,741,272.00 | 2,243,362.98 | (497,909.02) | 81.84% |
| Landfill Post-Closure | 295 | - | - | - | - | - | |
| Friends of the Ankeny Library | 430 | 41,770.78 | 46,895.73 | 59,000.00 | 44,767.87 | (14,232.13) | 75.88% |
| Park Dedication | 440 | - | - | - | - | - | |
| Sports Complex Foundation | 445 | - | - | - | - | - | |
| Ankeny Garden Club | 446 | 3,640.00 | - | 1,000.00 | - | (1,000.00) | 0.00% |
| Miracle Park Fund | 448 | - | 320.00 | 10,000.00 | 630.94 | (9,369.06) | 6.31% |
| Dog Park Trust Fund | 449 | - | - | 1,377.00 | - | (1,377.00) | 0.00% |
| P&R Scholarship Fund | 450 | - | - | 5,000.00 | 291.75 | (4,708.25) | 5.84% |
| Civic Trust Fund | 484 | - | - | - | - | - | |
| Debt Service | 300 | 38,022,650.42 | 24,205,486.24 | 25,026,907.00 | 2,267,800.72 | (22,759,106.28) | 9.06% |
| Enterprise: | | | | | | | |
| Solid Waste | 500 | 1,310,972.54 | 1,059,080.77 | 1,469,421.00 | 1,148,086.74 | (321,334.26) | 78.13% |
| Utility Deposits | 505 | 155,535.00 | 168,900.00 | 178,000.00 | 134,025.00 | (43,975.00) | 75.29% |
| Water Operations | 510 | 13,866,790.86 | 12,631,530.53 | 15,487,860.00 | 11,769,634.75 | (3,718,225.25) | 75.99% |
| Water Improvement | 520 | - | - | - | - | - | |
| Water Sinking | 530 | 5,273,795.42 | 1,592,286.76 | 1,977,934.00 | 284,819.41 | (1,693,114.59) | 14.40% |
| Sewer Operations | 550 | 9,250,821.92 | 12,735,377.06 | 9,884,293.00 | 8,482,531.68 | (1,401,761.32) | 85.82% |
| Sewer Improvement | 560 | - | - | - | - | - | |
| Sewer Sinking | 570 | 4,076,287.50 | - | - | - | - | |
| Storm Water | 580 | 836,450.19 | 1,100,902.52 | 1,250,404.00 | 922,146.80 | (328,257.20) | 73.75% |
| Golf Course | 590 | 1,755,171.77 | 2,026,266.39 | 2,388,182.00 | 1,709,699.54 | (678,482.46) | 71.59% |
| Capital Project: | | | | | | | |
| Utility Fund Capital Projects | 6** | 7,997,584.72 | 12,985,502.97 | 24,367,838.00 | 12,273,815.60 | (12,094,022.40) | 50.37% |
| Special Assessments | 8** | - | - | - | - | - | |
| Capital Projects | 9** | 23,595,037.43 | 31,599,841.94 | 40,158,656.00 | 23,911,578.26 | (16,247,077.74) | 59.54% |
| Total Budgeted Expenditures | | $ 153,599,389.99 | $ 153,310,319.69 | $ 186,799,262.00 | $ 109,368,293.22 | $ (77,430,968.78) | 58.55% |
| Internal Service: | | | | | | | |
| Revolving | 710 | $ 1,364,108.72 | $ 1,423,273.57 | $ 1,798,806.00 | $ 1,136,986.51 | $ (661,819.49) | 63.21% |
| Risk Management | 720 | 1,250,301.56 | 2,582,375.66 | 1,586,000.00 | 1,266,064.89 | (319,935.11) | 79.83% |
| Health Insurance | 730 | 4,771,845.17 | 5,446,642.56 | 5,277,000.00 | 4,145,711.74 | (1,131,288.26) | 78.56% |
| Sustainability Revolving Loan | 770 | - | - | - | - | - | |
| Economic Development Revolving | 780 | - | - | - | - | - | |
| Equipment Reserve | 790 | 48,362.00 | 471,067.10 | - | - | - | |
| Total Unbudgeted Expenditures | | $ 7,434,617.45 | $ 9,923,358.89 | $ 8,661,806.00 | $ 6,548,763.14 | $ (2,113,042.86) | 75.61% |
| Total All Expenditures [1] | | $ 161,034,007.44 | $ 163,233,678.58 | $ 195,461,068.00 | $ 115,917,056.36 | $ (79,544,011.64) | 59.30% |

[1] Includes interfund transactions.

[2] April is 83.3% of the fiscal year.

# City of Ankeny
# Major Operating Funds
# Detailed Revenue Summary
# April 30, 2024

| | 2021-22 Actual | 2022-23 Actual | 2023-24 Budget | As of April 30, 2024 | Over (under) Budget | Percent [1] |
|---|---|---|---|---|---|---|
| **General Fund:** | | | | | | |
| Property Tax: | | | | | | |
| General Property Tax | $ 25,054,492 | $ 27,322,028 | $ 28,854,508 | $ 27,535,267 | $ (1,319,241) | 95.43% |
| Ag Land Tax | 12,960 | 12,794 | 14,484 | 12,982 | (1,502) | 89.63% |
| Airport Authority Levy | 621,186 | 651,414 | 683,324 | 652,088 | (31,237) | 95.43% |
| Subtotal | $ 25,688,638 | $ 27,986,235 | $ 29,552,316 | $ 28,200,337 | $ (1,351,979) | 95.43% |
| Non-Property Taxes: | | | | | | |
| Hotel/Motel Tax | $ 1,527,170 | $ 2,119,476 | $ 2,211,000 | $ 1,736,763 | $ (474,237) | 78.55% |
| Mobile Home Tax | 16,026 | 16,515 | 15,300 | 14,988 | (312) | 97.96% |
| Utility Replacement Tax | 188,001 | 200,301 | 201,691 | 199,256 | (2,435) | 98.79% |
| Utility Franchise Tax | 1,600,494 | 1,785,485 | 1,582,000 | 1,153,137 | (428,863) | 72.89% |
| Cable TV Franchise Tax | 250,135 | 218,635 | 184,000 | 181,794 | (2,206) | 98.80% |
| Subtotal | $ 3,581,827 | $ 4,340,413 | $ 4,193,991 | $ 3,285,937 | $ (908,054) | 78.35% |
| Licenses and Permits: | | | | | | |
| Miscellaneous Licenses: | | | | | | |
| Liquor Licenses | $ 119,059 | $ 67,462 | $ 78,000 | $ 93,395 | $ 15,395 | 119.74% |
| Cigarette Permits | 6,050 | 5,375 | 5,000 | 2,900 | (2,100) | 58.00% |
| Solicitor Licenses | 8,870 | 9,015 | 8,000 | 4,525 | (3,475) | 56.56% |
| Miscellaneous Business Licenses | 9,050 | 17,710 | 17,000 | 12,250 | (4,750) | 72.06% |
| Garbage Licenses | 1,400 | 1,400 | 1,400 | 1,400 | - | 100.00% |
| Pet Licenses | 41,450 | 40,931 | 41,000 | 39,185 | (1,815) | 95.57% |
| Fire Permits | 5,113 | 17,180 | 8,000 | 16,950 | 8,950 | 211.88% |
| Code Enforcement Licenses & Permits: | | | | | | |
| Alarm Permits | 12,410 | 13,195 | 12,000 | 10,360 | (1,640) | 86.33% |
| Building Permits | 2,069,033 | 1,820,542 | 1,044,000 | 1,120,402 | 76,402 | 107.32% |
| Electrical Permits | 173,295 | 170,372 | 106,000 | 103,664 | (2,336) | 97.80% |
| Heating Permits | 122,470 | 120,454 | 82,000 | 72,902 | (9,098) | 88.91% |
| Plumbing Permits | 128,084 | 135,380 | 56,000 | 57,280 | 1,280 | 102.29% |
| Driveway Permits | 16,680 | 13,615 | 8,000 | 9,680 | 1,680 | 121.00% |
| Sidewalk Permits | 16,005 | 13,515 | 7,000 | 9,485 | 2,485 | 135.50% |
| Moving/Demolition Permits | 325 | 225 | 200 | 275 | 75 | 137.50% |
| Fence & Oversize Permits | 87,087 | 78,394 | 58,000 | 46,826 | (11,174) | 80.74% |
| Subtotal | $ 2,816,381 | $ 2,524,765 | $ 1,531,600 | $ 1,601,481 | $ 69,881 | 104.56% |
| Use of Money and Property: | | | | | | |
| Interest | $ 214,311 | $ 2,103,263 | $ 3,700,000 | $ 5,036,163 | $ 1,336,163 | 136.11% |
| Commissions | 19,015 | 7,307 | 700 | 22,623 | 21,923 | 3231.89% |
| Advertising | - | - | - | - | - | |
| Leases | 43,632 | 46,078 | 48,289 | 56,667 | 8,378 | 117.35% |
| Community Centers Rental | 81,268 | 89,871 | 84,000 | 101,047 | 17,047 | 120.29% |
| Park Shelter Rentals | 24,861 | 25,988 | 22,000 | 16,009 | (5,992) | 72.77% |
| Sports Complex Rentals | 123,567 | 116,281 | 109,000 | 112,215 | 3,215 | 102.95% |
| Aquatic Center Rentals | 34,357 | 39,384 | 32,000 | 27,258 | (4,742) | 85.18% |
| Miscellaneous Rentals | 27,584 | 84,782 | 61,000 | 75,678 | 14,678 | 124.06% |
| Subtotal | $ 568,595 | $ 2,512,954 | $ 4,056,989 | $ 5,447,660 | $ 1,390,671 | 134.28% |
| Intergovernmental Revenue: | | | | | | |
| Local: | | | | | | |
| Fire Protection | $ 359,911 | $ 225,340 | $ 599,596 | $ 556,007 | $ (43,589) | 92.73% |
| School/Police Agreements | 145,066 | 156,204 | 153,514 | 172,558 | 19,044 | 112.41% |
| County Library Contribution | 150,776 | 185,284 | 161,032 | 161,032 | - | 100.00% |
| Other Local Contributions | 42,900 | 54,244 | 85,155 | 71,180 | (13,975) | 83.59% |
| State: | | | | | | |
| Commercial & Industrial Replacement | 664,092 | 530,674 | 401,350 | 401,351 | 1 | 100.00% |
| Business Property Tax Credit | - | - | 211,779 | 211,780 | 1 | 100.00% |
| Library Contribution | 31,060 | 28,987 | 26,085 | 26,085 | (0) | 100.00% |
| Miscellaneous Grants | 18,208 | - | 4,950 | - | (4,950) | 0.00% |
| Federal: | | | | | | |
| Public Safety Grants | 174,663 | 64,802 | 54,000 | 81,025 | 27,025 | 150.05% |
| Subtotal | $ 1,586,676 | $ 1,245,535 | $ 1,697,461 | $ 1,681,017 | $ (16,444) | 99.03% |
| Service Charges: | | | | | | |
| Police and Fire: | | | | | | |
| Insurance Reports | $ 8,643 | $ 8,815 | $ 9,000 | $ 10,445 | $ 1,445 | 116.06% |
| Fire/Ambulance Reports | 140 | 130 | 100 | 80 | (20) | 80.00% |
| False Alarm Fees | 1,975 | 2,200 | 2,000 | 650 | (1,350) | 32.50% |
| Ambulance Charges | 2,750,308 | 2,606,610 | 2,864,478 | 2,358,186 | (506,292) | 82.33% |
| Fingerprinting | 14,175 | 12,508 | 12,000 | 8,438 | (3,562) | 70.32% |
| Towing Surcharge | 1,920 | 2,340 | 2,000 | 1,740 | (260) | 87.00% |
| Plan Review Fees | 40,435 | 23,300 | 10,000 | 6,461 | (3,539) | 64.61% |
| Parks and Recreation: | | | | | | |
| Admissions | 590,141 | 611,737 | 566,000 | 427,008 | (138,992) | 75.44% |
| Season Passes | 476,049 | 492,194 | 489,000 | 124,730 | (364,271) | 25.51% |
| Special Population | 1,851 | - | - | - | - | |
| Special Programs | 154,535 | 154,003 | 141,000 | 116,588 | (24,412) | 82.69% |
| Rec Programs - Tax Exempt | 515,901 | 576,841 | 519,000 | 526,650 | 7,650 | 101.47% |
| Swimming Lessons | 125,497 | 131,018 | 117,000 | 90,453 | (26,547) | 77.31% |
| Dog Park Passes | 33,604 | 27,382 | 34,000 | 26,823 | (7,177) | 78.89% |

|  | 2021-22 Actual | 2022-23 Actual | 2023-24 Budget | As of April 30, 2024 | Over (under) Budget | Percent [1] |
|---|---|---|---|---|---|---|
| Housing and Subdivision: |  |  |  |  |  |  |
| Housing Code | 101,200 | 93,094 | 79,000 | 75,249 | (3,752) | 95.25% |
| Plan Review Fees | 508,062 | 339,534 | 165,000 | 156,178 | (8,822) | 94.65% |
| Site Plan Review | 18,300 | 15,300 | 8,000 | 10,960 | 2,960 | 137.00% |
| Zoning | 6,380 | 5,645 | 10,000 | 12,670 | 2,670 | 126.70% |
| Subdivision Filing Fees | 14,640 | 7,980 | 6,000 | 9,390 | 3,390 | 156.50% |
| Board of Adjustment Fees | 3,120 | 3,720 | 2,000 | 2,140 | 140 | 107.00% |
| Architect Review Board Fees | 6,305 | 4,005 | 3,000 | 1,635 | (1,365) | 54.50% |
| Miscellaneous Service Charges: |  |  |  |  |  |  |
| Information Systems - Enterprise Funds | 340,235 | 333,771 | 420,095 | 289,398 | (130,697) | 68.89% |
| Animal Impound Fees | 3,680 | 3,353 | 3,000 | 2,278 | (722) | 75.93% |
| Copy Charges | 8,890 | 10,315 | 9,000 | 10,171 | 1,171 | 113.02% |
| Miscellaneous Service Charges | 11,700 | 10,595 | 9,969 | 13,815 | 3,846 | 138.57% |
| Subtotal | $ 5,737,685 | $ 5,476,391 | $ 5,480,642 | $ 4,282,135 | $ (1,198,507) | 78.13% |
| Other Revenues: |  |  |  |  |  |  |
| Map Sales | $ 30 | $ 25 | $ - | $ 35 | $ 35 |  |
| Sales/Salvages | 1,897 | 16,529 | 2,679 | 2,996 | 317 | 111.83% |
| Concessions | 288,637 | 282,327 | 254,000 | 174,296 | (79,704) | 68.62% |
| Contributions-Private Sources | - | 6,200 | 57,787 | 23,374 | (34,413) | 40.45% |
| Program Sponsorships | 25,172 | 28,034 | 23,000 | 29,952 | 6,952 | 130.23% |
| Refunds/Rebates | 14,592 | 1,880 | - | 376 | 376 |  |
| Prairie Ridge Maint Reimb | 241,132 | 206,277 | 265,843 | 126,532 | (139,311) | 47.60% |
| Roadway Signage Reimb | 6,625 | 16,385 | - | - | - |  |
| Police OT Reimb | 18,229 | 11,936 | 19,000 | 17,580 | (1,420) | 92.53% |
| Court Fines | 49,968 | 83,247 | 36,000 | 32,580 | (3,420) | 90.50% |
| Library Fines | 20,924 | 19,374 | 16,000 | 14,276 | (1,724) | 89.22% |
| Miscellaneous Library Revenues | 7,846 | 7,046 | 10,500 | 11,770 | 1,270 | 112.09% |
| Miscellaneous Revenues | 20,529 | 40,191 | 14,978 | 19,423 | 4,445 | 129.68% |
| Overages/Shortages | 2,045 | 1,048 | - | 589 | 589 |  |
| Subtotal | $ 697,625 | $ 720,498 | $ 699,787 | $ 453,780 | $ (246,007) | 64.85% |
| Fund Total | $ 40,677,427 | $ 44,806,792 | $ 47,212,786 | $ 44,952,347 | $ (2,260,439) | 95.21% |
| **Hotel/Motel Tax Fund** |  |  |  |  |  |  |
| Other Revenue: |  |  |  |  |  |  |
| Interest | $ 665 | $ 17,235 | $ 40,000 | $ - | $ (40,000) | 0.00% |
| Refunds/Reimbursements | 2,000 | 2,000 | - | - | - |  |
| Fund Total | $ 2,665 | $ 19,235 | $ 40,000 | $ - | $ (40,000) | 0.00% |
| **Road Use Tax Fund:** |  |  |  |  |  |  |
| Intergovernmental Revenue: |  |  |  |  |  |  |
| Road Use Taxes | $ 9,052,931 | $ 9,343,167 | $ 8,961,084 | $ 7,738,564 | $ (1,222,520) | 86.36% |
| Interest | 12,651 | 227,038 | 525,000 | - | (525,000) | 0.00% |
| Grants | 4,735 | - | - | - | - |  |
| Salvage Sales | 4,006 | 2,263 | 3,000 | 3,057 | 57 | 101.91% |
| Refunds | 600 | 4,204 | - | 1,026 | 1,026 |  |
| Reimbursements | - | 979 | - | 2,419 | 2,419 |  |
| Fund Total | $ 9,074,923 | $ 9,577,651 | $ 9,489,084 | $ 7,745,066 | $ (1,744,018) | 81.62% |
| **Tax Increment Financing Fund:** |  |  |  |  |  |  |
| Property Tax: |  |  |  |  |  |  |
| TIF District Urban Renewal I | $ 8,365,424 | $ 8,990,643 | $ 9,396,822 | $ 8,441,484 | $ (955,338) | 89.83% |
| TIF District Urban Renewal II | 364,061 | 483,107 | 568,119 | 539,845 | (28,274) | 95.02% |
| TIF District Urban Renewal III | 389,846 | 416,756 | 434,363 | 700,713 | 266,350 | 161.32% |
| Use of Money and Property: |  |  |  |  |  |  |
| Interest | 8,043 | 165,985 | 888,853 | - | (888,853) | 0.00% |
| Other Reimbursements | 21,333 | - | - | 539,853 | 539,853 |  |
| Fund Total | $ 9,148,707 | $ 10,056,491 | $ 11,288,157 | $ 10,221,895 | $ (1,066,262) | 90.55% |
| **Police and Fire Retirement Fund:** |  |  |  |  |  |  |
| Property Tax: |  |  |  |  |  |  |
| General Property Tax | $ 2,277,681 | $ 2,442,175 | $ 2,558,395 | $ 2,441,448 | $ (116,947) | 95.43% |
| Non-property Taxes: |  |  |  |  |  |  |
| Mobile Home Tax | 1,422 | 1,442 | 1,000 | 1,293 | 293 | 129.28% |
| Utility Replacement Tax | 16,678 | 17,487 | 17,469 | 17,258 | (211) | 98.79% |
| Intergovernmental Revenue: |  |  |  |  |  |  |
| Commercial & Industrial Replacement | 58,911 | 46,307 | 34,746 | 34,746 | (0) | 100.00% |
| Grants | 11,605 | - | - | - | - |  |
| School Police Agreements | 26,036 | 26,824 | 26,221 | 26,642 | 421 | 101.61% |
| Business Property Tax Credit | - | - | 18,343 | 18,343 | 0 | 100.00% |
| Use of Money and Property: |  |  |  |  |  |  |
| Interest | 950 | 6,250 | 26,000 | - | (26,000) | 0.00% |
| Other Revenue: |  |  |  |  |  |  |
| Refunds/Reimbursements/Rebates | - | 6,297 | - | - | - |  |
| Fund Total | $ 2,393,282 | $ 2,546,782 | $ 2,682,174 | $ 2,539,730 | $ (142,444) | 94.69% |
| **Debt Service Fund:** |  |  |  |  |  |  |
| Property Tax: |  |  |  |  |  |  |
| General Property Tax | $ 14,253,678 | $ 14,611,968 | $ 15,054,041 | $ 14,338,063 | $ (715,979) | 95.24% |
| Non-property Taxes: |  |  |  |  |  |  |
| Mobile Home Tax | 8,275 | 8,003 | 8,000 | 7,060 | (940) | 88.25% |

| | 2021-22 Actual | 2022-23 Actual | 2023-24 Budget | As of April 30, 2024 | Over (under) Budget | Percent [1] |
|---|---|---|---|---|---|---|
| Utility Replacement Tax | 97,033 | 96,971 | 95,287 | 94,137 | (1,150) | 98.79% |
| | | | | | | |
| Intergovernmental Revenue: | | | | | | |
| Commercial & Industrial Replacement | 342,757 | 276,946 | 204,349 | 204,349 | (0) | 100.00% |
| Business Property Tax Credit | - | - | 100,053 | 100,053 | 0 | 100.00% |
| | | | | | | |
| Use of Money and Property: | | | | | | |
| Interest | 3,241 | 108,608 | 255,000 | - | (255,000) | 0.00% |
| Bond Proceeds | 14,660,000 | - | - | - | - | |
| | | | | | | |
| Fund Total | $ 29,364,984 | $ 15,102,496 | $ 15,716,730 | $ 14,743,662 | $ (973,068) | 93.81% |
| | | | | | | |
| **Solid Waste Fund:** | | | | | | |
| Recycling Fees | $ 1,163,983 | $ 1,336,486 | 1,441,000 | 1,178,615 | (262,385) | 81.79% |
| Service Charges | 19,030 | 20,455 | 20,000 | 17,476 | (2,524) | 87.38% |
| Grants | - | - | - | - | - | |
| Interest | 168 | 6,080 | 28,000 | - | (28,000) | 0.00% |
| | | | | | | |
| Fund Total | $ 1,183,182 | $ 1,363,021 | $ 1,489,000 | $ 1,196,091 | $ (292,909) | 80.33% |
| | | | | | | |
| **Water Fund:** | | | | | | |
| Refunds | $ 11,791 | $ 10,482 | 9,000 | 8,484 | $ (516) | 94.27% |
| Sales Tax | (151) | 63 | - | 16 | 16 | |
| Excise Tax | 904,784 | 982,146 | 1,137,000 | 927,453 | (209,547) | 81.57% |
| Cell Tower Lease | 83,008 | 82,534 | 55,983 | 49,500 | (6,483) | 88.42% |
| Outside Billing | 20,263 | 27,692 | 24,000 | 28,603 | 4,603 | 119.18% |
| Water Sales | 12,712,319 | 13,850,632 | 15,117,555 | 13,322,973 | (1,794,582) | 88.13% |
| Hook Up Fees | 329,793 | 308,782 | 200,000 | 244,632 | 44,632 | 122.32% |
| Meter Sales | 477,374 | 434,881 | 493,000 | 328,321 | (164,679) | 66.60% |
| Temporary Water Sales | 85,620 | 79,960 | 60,000 | 43,060 | (16,940) | 71.77% |
| Water Availability | 3,344,757 | 3,589,191 | 3,770,098 | 3,138,840 | (631,258) | 83.26% |
| Service Charges | 136,937 | 140,629 | 132,000 | 139,496 | 7,496 | 105.68% |
| Unapplied Credits | 14,782 | 7,879 | - | 27,399 | 27,399 | |
| Deposits | 201,802 | 190,643 | 216,000 | 158,779 | (57,221) | 73.51% |
| Interest | 4,750 | 24,000 | 105,000 | - | (105,000) | 0.00% |
| Miscellaneous | 2,879 | 6,612 | - | 6,580 | 6,580 | |
| | | | | | | |
| Fund Total | $ 18,330,708 | $ 19,736,125 | $ 21,319,636 | $ 18,424,138 | $ (2,895,498) | 86.42% |
| | | | | | | |
| **Sewer Fund:** | | | | | | |
| Sales Tax | $ 243,856 | $ 262,457 | $ 279,000 | $ 215,738 | $ (63,262) | 77.33% |
| Refunds | - | 53 | - | - | - | |
| Miscellaneous | - | 2,780 | 9,649 | 9,649 | (0) | 100.00% |
| Miscellaneous Service Charge | 63,344 | 60,519 | 67,000 | 51,815 | (15,185) | 77.34% |
| Sewer Disposal Fee | - | - | - | - | - | |
| Sewer Usage | 9,943,470 | 10,019,648 | 10,121,805 | 7,930,740 | (2,191,065) | 78.35% |
| Hook Up Fees | 1,110,017 | 299,199 | 768,000 | 825,250 | 57,250 | 107.45% |
| Sewer Availability | 6,385,182 | 6,426,174 | 6,490,705 | 5,415,666 | (1,075,039) | 83.44% |
| Interest | 13,006 | 14,250 | 94,000 | 42,000 | (52,000) | 44.68% |
| | | | | | | |
| Fund Total | $ 17,758,874 | $ 17,085,080 | $ 17,830,159 | $ 14,490,859 | $ (3,339,300) | 81.27% |
| | | | | | | |
| **Storm Water Fund** | | | | | | |
| Permits | $ 101,620 | $ 97,220 | $ 51,000 | $ 56,110 | $ 5,110 | 110.02% |
| Interest | 3,373 | 70,903 | 151,000 | - | (151,000) | 0.00% |
| Sales Tax | 61,672 | 66,277 | 77,000 | 57,459 | (19,541) | 74.62% |
| Service Charges | 3,245,895 | 3,423,284 | 3,539,430 | 2,905,964 | (633,466) | 82.10% |
| Miscellaneous | 826 | 14,059 | 15,000 | 10,391 | (4,610) | 69.27% |
| | | | | | | |
| Fund Total | $ 3,413,386 | $ 3,671,742 | $ 3,833,430 | $ 3,029,923 | $ (803,507) | 79.04% |
| | | | | | | |
| **Golf Course Fund:** | | | | | | |
| Refunds | $ 1,980 | $ 1,172 | $ 1,000 | $ 1,836 | $ 836 | 183.58% |
| Rebates | - | - | - | - | - | |
| Commissions | 2,123 | 1,051 | 1,000 | 982 | (18) | 98.20% |
| Miscellaneous Service Charges | 21,486 | 26,649 | 24,000 | 21,806 | (2,194) | 90.86% |
| Gift Certificates | 9,425 | 3,447 | - | 7,477 | 7,477 | |
| Driving Range | 183,347 | 212,937 | 199,000 | 145,262 | (53,738) | 73.00% |
| Rec Program Fees | 25,074 | 27,770 | 25,000 | 26,507 | 1,507 | 106.03% |
| Overages (Shortages) | (37) | (1,145) | - | (1,300) | (1,300) | |
| Food and Beverage Sales | 242,698 | 292,505 | 242,000 | 226,226 | (15,774) | 93.48% |
| Clubhouse and Banquet Rental | 30,610 | 28,729 | 26,000 | 20,541 | (5,460) | 79.00% |
| Alcoholic Beverage Sales | 286,436 | 332,814 | 286,000 | 215,722 | (70,279) | 75.43% |
| Season Passes | 114,336 | 109,799 | 107,000 | 97,941 | (9,059) | 91.53% |
| Greens Fees | 662,097 | 757,386 | 709,000 | 542,147 | (166,853) | 76.47% |
| Merchandise Sales | 115,259 | 150,417 | 123,000 | 99,805 | (23,195) | 81.14% |
| Cart Rental | 398,453 | 446,538 | 395,000 | 307,599 | (87,401) | 77.87% |
| Equipment Rental | 2,877 | 3,604 | 3,000 | 2,375 | (625) | 79.17% |
| Sales Tax | 42,081 | 46,635 | 43,000 | 32,678 | (10,322) | 76.00% |
| Miscellaneous Revenue | 84,767 | 100,824 | 102,000 | 64,678 | (37,322) | 63.41% |
| Interest | 1,366 | 32,591 | 96,000 | - | (96,000) | 0.00% |
| Other Reimbursement | - | - | - | 1,050 | 1,050 | |
| | | | | | | |
| Fund Total | $ 2,224,379 | $ 2,573,721 | $ 2,382,000 | $ 1,813,331 | $ (568,669) | 76.13% |
| | | | | | | |
| **Total - Major Operating Funds** | | | | | | |
| | $ 133,572,517 | $ 126,539,137 | $ 133,283,156 | $ 119,157,041 | $ (14,126,115) | 89.40% |

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[1] April is 83.3% of the fiscal year.

# City of Ankeny
# Major Operating Funds
# Budget versus Actual
# April 30, 2024

| | | Revenue | | | | Expenditures | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | Budget | Actual | Variance | % | Budget | Actual | Variance | % |
| General Fund | | | | | | | | | |
| Public Safety: | | | | | | | | | |
| Police Administration | 1111 | $ 11,288 | $ 11,941 | $ 653 | 106% | $ 2,002,449 | $ 1,521,473 | $ (480,976) | 76% |
| Police Operations | 1112 | 323,256 | 340,804 | 17,548 | 105% | 8,503,811 | 6,657,818 | (1,845,993) | 78% |
| Police Support Services | 1114 | 36,000 | 29,937 | (6,063) | 83% | 2,904,840 | 2,385,007 | (519,833) | 82% |
| Crossing Guards | 1119 | - | - | - | N/A | 115,328 | 79,754 | (35,574) | 69% |
| Emergency Preparedness | 1140 | - | - | - | N/A | 78,144 | 59,042 | (19,102) | 76% |
| Fire Support | 1141 | 617,696 | 579,681 | (38,015) | 94% | 1,487,827 | 1,086,701 | (401,126) | 73% |
| Fire Suppression | 1142 | 1,000 | 8,820 | 7,820 | 882% | 3,619,845 | 3,014,010 | (605,835) | 83% |
| Emergency Medical Services | 1144 | 2,865,478 | 2,358,186 | (507,292) | 82% | 6,882,388 | 4,550,862 | (2,331,526) | 66% |
| Code Enforcement | 1460 | 1,559,200 | 1,618,251 | 59,051 | 104% | 2,140,949 | 1,712,946 | (428,003) | 80% |
| Animal Control | 2224 | 3,000 | 2,278 | (722) | 76% | 31,000 | 19,719 | (11,281) | 64% |
| Subtotal | | $ 5,416,918 | $ 4,949,897 | $ (467,021) | 91% | $ 27,766,581 | $ 21,087,331 | $ (6,679,250) | 76% |
| Culture & Recreation: | | | | | | | | | |
| Library | 2331 | $ 284,917 | $ 300,199 | $ 15,282 | 105% | $ 2,807,368 | $ 2,269,185 | $ (538,183) | 81% |
| Park Administration | 2440 | 60,950 | 62,862 | 1,912 | 103% | 349,941 | 287,646 | (62,295) | 82% |
| Park Maintenance | 2441 | - | 350 | 350 | N/A | 2,101,879 | 1,591,595 | (510,284) | 76% |
| Recreation Programs | 2442 | 591,000 | 574,826 | (16,174) | 97% | 943,046 | 763,195 | (179,851) | 81% |
| Community Centers | 2443 | 208,000 | 252,458 | 44,458 | 121% | 579,351 | 419,184 | (160,167) | 72% |
| Aquatic Centers | 2444 | 1,379,000 | 761,473 | (617,527) | 55% | 1,681,421 | 1,091,021 | (590,400) | 65% |
| Prairie Ridge Sports Complex | 2445 | 403,986 | 278,764 | (125,222) | 69% | 1,222,038 | 817,338 | (404,700) | 67% |
| Hawkeye Concessions | 2446 | 59,000 | 48,656 | (10,344) | 82% | 66,720 | 38,128 | (28,592) | 57% |
| Cemetery | 3547 | - | - | - | N/A | 1,200 | 600 | (600) | 50% |
| Subtotal | | $ 2,986,853 | $ 2,279,587 | $ (707,266) | 76% | $ 9,752,964 | $ 7,277,891 | $ (2,475,073) | 75% |
| Public Works: | | | | | | | | | |
| Airport Authority | 3548 | $ 702,469 | $ 671,223 | $ (31,246) | 96% | $ 702,928 | $ 702,928 | $ 0 | 100% |
| Subtotal | | $ 702,469 | $ 671,223 | $ (31,246) | 96% | $ 702,928 | $ 702,928 | $ 0 | 100% |
| Community & Economic Development: | | | | | | | | | |
| Development Engineering | 3545 | $ 48,000 | $ 36,576 | $ (11,424) | 76% | $ 1,085,353 | $ 956,057 | $ (129,296) | 88% |
| Housing Authority | 3648 | - | - | - | N/A | 23,707 | 18,707 | (5,000) | 79% |
| Economic Development | 4886 | - | - | - | N/A | 468,792 | 312,345 | (156,447) | 67% |
| Community Development | 4887 | 30,000 | 37,230 | 7,230 | 124% | 1,258,098 | 1,007,421 | (250,677) | 80% |
| Subtotal | | $ 78,000 | $ 73,806 | $ (4,194) | 95% | $ 2,835,950 | $ 2,294,530 | $ (541,420) | 81% |
| General Government: | | | | | | | | | |
| Communications | 2335 | $ - | $ - | $ - | N/A | $ 476,378 | $ 378,117 | $ (98,261) | 79% |
| Mayor and City Council | 4881 | - | - | - | N/A | 543,890 | 142,506 | (401,384) | 26% |
| Human Resources | 4882 | 10,000 | - | (10,000) | 0% | 534,273 | 401,553 | (132,720) | 75% |
| City Manager | 4883 | - | - | - | N/A | 1,194,386 | 973,113 | (221,273) | 81% |
| City Clerk | 4884 | 150,400 | 153,873 | 3,473 | 102% | 531,043 | 428,398 | (102,645) | 81% |
| Finance | 4885 | 37,444,772 | 36,531,282 | (913,490) | 98% | 621,705 | 523,874 | (97,831) | 84% |
| Information Technology | 4889 | 423,374 | 292,677 | (130,697) | 69% | 1,680,376 | 1,291,202 | (389,174) | 77% |
| City Hall Building | 4891 | - | - | - | N/A | 153,800 | 61,145 | (92,655) | 40% |
| Subtotal | | $ 38,028,546 | $ 36,977,833 | $ (1,050,713) | 97% | $ 5,735,851 | $ 4,199,908 | $ (1,535,943) | 73% |
| Total General Fund | | $ 47,212,786 | $ 44,952,347 | $ (2,260,439) | 95% | $ 46,794,274 | $ 35,562,588 | $ (11,231,686) | 76% |
| Hotel/Motel Tax Fund | | | | | | | | | |
| Community and Economic Development | 2233 | $ 40,000 | $ - | $ (40,000) | 0% | $ 1,432,928 | $ 1,113,685 | $ (319,243) | 78% |
| Road Use Tax Fund | | | | | | | | | |
| Public Works: | | | | | | | | | |
| Street Lighting | 1260 | $ - | $ - | $ - | N/A | $ 702,000 | $ 543,117 | $ (158,883) | 77% |
| Roadway Administration | 3261 | 9,489,084 | 7,742,647 | (1,746,437) | 82% | 3,443,024 | 2,984,612 | (458,412) | 87% |
| Roadway Maintenance | 3262 | - | 2,419 | 2,419 | N/A | 2,867,445 | 2,204,419 | (663,026) | 77% |
| Snow and Ice Control | 3263 | - | - | - | N/A | 1,848,771 | 444,424 | (1,404,347) | 24% |
| Traffic Safety | 3265 | - | - | - | N/A | 1,769,999 | 1,159,929 | (610,070) | 66% |
| Total Road Use Tax Fund | | $ 9,489,084 | $ 7,745,066 | $ (1,744,018) | 82% | $ 10,631,239 | $ 7,336,501 | $ (3,294,738) | 69% |

| | | Revenue | | | | Expenditures | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | Budget | Actual | Variance | % | Budget | Actual | Variance | % |
| Tax Increment Financing | | | | | | | | | |
| Community and Economic Development | 4280 | $ 11,288,157 | $ 10,221,895 | $ (1,066,262) | 91% | $ 2,841,657 | $ 100,904 | $ (2,740,753) | 4% |
| Police and Fire Retirement | | | | | | | | | |
| Public Safety: | 4290 | $ 2,682,174 | $ 2,539,730 | $ (142,444) | 95% | $ 2,741,272 | $ 2,243,363 | $ (497,909) | 82% |
| Debt Service | | | | | | | | | |
| Debt Service: | 4300 | $ 15,716,730 | $ 14,743,662 | $ (973,068) | 94% | $ 25,026,907 | $ 2,267,801 | $ (22,759,106) | 9% |
| Solid Waste | | | | | | | | | |
| Enterprise: | 3500 | $ 1,489,000 | $ 1,196,091 | $ (292,909) | 80% | $ 1,469,421 | $ 1,148,087 | $ (321,334) | 78% |
| Water | | | | | | | | | |
| Enterprise: | | | | | | | | | |
| Utility Deposits | 3505 | $ 216,000 | $ 158,779 | $ (57,221) | 74% | $ 178,000 | $ 134,025 | $ (43,975) | 75% |
| Water Administration | 3510 | 21,103,636 | 18,265,359 | (2,838,277) | 87% | 12,683,950 | 9,621,407 | (3,062,543) | 76% |
| Water Maintenance | 3512 | - | - | - | N/A | 2,803,910 | 2,148,227 | (655,683) | 77% |
| Water Improvement | 3520 | - | - | - | N/A | - | - | - | N/A |
| Water Sinking | 3530 | - | - | - | N/A | 1,977,934 | 284,819 | (1,693,115) | 14% |
| Total Water Fund | | $ 21,319,636 | $ 18,424,138 | $ (2,895,498) | 86% | $ 17,643,794 | $ 12,188,479 | $ (5,455,315) | 69% |
| Sewer | | | | | | | | | |
| Enterprise: | | | | | | | | | |
| Wastewater Administration | 3550 | $ 17,830,159 | $ 14,490,859 | $ (3,339,300) | 81% | $ 8,210,947 | $ 7,215,039 | $ (995,908) | 88% |
| Wastewater Operations | 3552 | - | - | - | N/A | 1,673,346 | 1,267,492 | (405,854) | 76% |
| Sewer Improvement | 3560 | - | - | - | N/A | - | - | - | N/A |
| Sewer Sinking | 3570 | - | - | - | N/A | - | - | - | N/A |
| Total Sewer Fund | | $ 17,830,159 | $ 14,490,859 | $ (3,339,300) | 81% | $ 9,884,293 | $ 8,482,532 | $ (1,401,761) | 86% |
| Storm Water | | | | | | | | | |
| Enterprise: | | | | | | | | | |
| Storm Water Administration | 3580 | $ 3,833,430 | $ 3,029,923 | $ (803,507) | 79% | $ 985,742 | $ 750,183 | $ (235,559) | 76% |
| Street Cleaning | 3584 | - | - | - | N/A | 264,662 | 171,964 | (92,698) | 65% |
| Total Storm Water Fund | | $ 3,833,430 | $ 3,029,923 | $ (803,507) | 79% | $ 1,250,404 | $ 922,147 | $ (328,257) | 74% |
| Golf Course | | | | | | | | | |
| Enterprise: | | | | | | | | | |
| Golf Course Maintenance | 2591 | $ 1,000 | $ 1,275 | $ 275 | 128% | $ 805,622 | $ 552,452 | $ (253,170) | 69% |
| Golf Course Pro Shop | 2592 | 1,704,000 | 1,266,945 | (437,055) | 74% | 769,603 | 596,357 | (173,246) | 77% |
| Golf Course Banquet Services | 2595 | 677,000 | 545,111 | (131,889) | 81% | 812,957 | 560,891 | (252,066) | 69% |
| Total Golf Course Fund | | $ 2,382,000 | $ 1,813,331 | $ (568,669) | 76% | $ 2,388,182 | $ 1,709,700 | $ (678,482) | 72% |
| Total | | $ 133,283,156 | $ 119,157,041 | $ (14,126,115) | 89% | $ 122,104,371 | $ 73,075,785 | $ (49,028,586) | 60% |

# City of Ankeny
## Investment Schedule
## April 2024

| Account Number | Institution | Description | Type | Interest Rate | Purchase Date | Maturity Date | Days | Principal | Accrued Interest | Premium/ (Discount) | Interest/ Dividends Received | Principal Redeemed | Balance April 30, 2024 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Capital Projects** | | | | | | | | | | | | | |
| 433087201 | US Bank | CD | CD | 3.050% | 8/22/2022 | 8/17/2023 | 360 | $ 5,000,000.00 | $ - | $ - | $ 152,500.00 | $ 5,000,000.00 | $ - |
| | Robert W. Baird & Co. | T-Note | T-Note | 4.683% | 1/4/2023 | 8/31/2023 | 239 | 5,000,000.00 | - | (105,079.71) | 142,707.72 | 4,894,920.29 | - |
| 13571051 | Bankers Trust | CD | CD | 4.200% | 9/27/2022 | 9/27/2023 | 365 | 4,000,000.00 | - | - | 168,000.01 | 4,000,000.00 | - |
| 313-91634 | RBC Wealth Managem | T-Note | T-Note | 4.464% | 4/10/2023 | 2/29/2024 | 325 | 2,000,000.00 | 5,292.12 | (35,787.50) | 77,995.38 | 1,964,212.50 | - |
| 313-91634 | RBC Wealth Managem | T-Note | T-Note | 4.855% | 2/8/2023 | 2/29/2024 | 386 | 3,000,000.00 | - | (101,231.25) | 146,231.25 | 2,898,768.75 | - |
| 313-91634 | RBC Wealth Managem | T-Note | T-Note | 5.060% | 3/1/2023 | 5/31/2024 | 457 | 5,000,000.00 | - | (150,726.56) | 62,500.00 | - | 4,849,273.44 |
| | Robert W. Baird & Co. | T-Note | T-Note | 5.462% | 6/30/2023 | 6/30/2024 | 366 | 5,000,000.00 | - | (176,459.40) | 43,750.00 | - | 4,823,540.60 |
| 1346315-1 | IPAIT | CD | CD | 4.550% | 2/1/2023 | 8/5/2024 | 551 | 3,000,000.00 | - | - | - | - | 3,000,000.00 |
| | Robert W. Baird & Co. | T-Note | T-Note | 5.407% | 9/5/2023 | 8/15/2024 | 345 | 5,000,000.00 | 1,069.97 | (226,243.75) | 8,305.03 | - | 4,773,756.25 |
| 48511043811 | Veridian Credit Union | CD | CD | 5.641% | 9/27/2023 | 9/27/2024 | 365 | 4,000,000.00 | - | - | - | - | 4,000,000.00 |
| 313-91634 | RBC Wealth Managem | T-Note | T-Note | 5.015% | 3/5/2024 | 3/15/2025 | 375 | 5,000,000.00 | 41,346.15 | (159,523.44) | 2,403.85 | - | 4,840,476.56 |
| Subtotal | | | | | | | | $ 46,000,000.00 | $ 47,708.24 | $ (955,051.61) | $ 804,393.24 | $ 18,757,901.54 | $ 26,287,046.85 |
| **Equipment Reserve** | | | | | | | | | | | | | |
| 260001208 | Community State | CD | CD | 5.250% | 6/24/2023 | 6/24/2024 | 365 | $ 1,000,000.00 | $ - | $ - | $ - | $ - | $ 1,000,000.00 |
| Subtotal | | | | | | | | $ 1,000,000.00 | $ - | $ - | $ - | $ - | $ 1,000,000.00 |
| **General Funds** | | | | | | | | | | | | | |
| 313-91634 | RBC Wealth Managem | T-Note | T-Note | 4.546% | 12/1/2022 | 6/30/2023 | 211 | $ 5,000,000.00 | $ - | $ (124,513.59) | $ 127,638.59 | $ 4,875,486.41 | $ - |
| 3001008015 | Lincoln Savings Bank | CD | CD | 2.950% | 8/17/2022 | 8/17/2023 | 365 | 5,000,000.00 | - | - | 149,678.65 | 5,000,000.00 | - |
| 1302693-1 | IPAIT | CD | CD | 4.200% | 9/29/2022 | 9/29/2023 | 365 | 5,000,000.00 | - | - | 210,000.00 | 5,000,000.00 | - |
| 313-91634 | RBC Wealth Managem | T-Note | T-Note | 4.890% | 2/10/2023 | 11/30/2023 | 293 | 3,000,000.00 | - | (101,721.57) | 109,221.57 | 2,898,278.43 | - |
| 313-91634 | RBC Wealth Managem | Natixis | Commercial Paper | 5.181% | 3/28/2023 | 12/4/2023 | 251 | 4,825,694.45 | - | - | 174,305.55 | 4,825,694.45 | - |
| 3001042013 | Lincoln Savings Bank | CD | CD | 4.800% | 1/31/2023 | 1/31/2024 | 365 | 2,000,000.00 | - | - | 95,647.86 | 2,000,000.00 | - |
| 260002163 | Community State | CD | CD | 4.910% | 1/31/2023 | 1/31/2024 | 365 | 2,000,000.00 | - | - | 98,139.89 | 2,000,000.00 | - |
| 1346728-1 | IPAIT | CD | CD | 5.060% | 2/28/2023 | 2/28/2024 | 365 | 10,000,000.00 | - | - | 519,388.25 | 10,000,000.00 | - |
| 313-91634 | RBC Wealth Managem | T-Note | T-Note | 4.597% | 4/3/2023 | 3/31/2024 | 363 | 5,000,000.00 | 922.13 | (111,621.90) | 223,199.77 | 4,888,378.10 | - |
| 313-91634 | RBC Wealth Managem | T-Note | T-Note | 4.596% | 4/17/2023 | 4/30/2024 | 379 | 5,000,000.00 | - | (116,242.20) | 228,742.27 | 4,883,757.80 | - |
| 6900908840 | BMO | CD | CD | 5.830% | 11/16/2023 | 5/16/2024 | 182 | 3,000,000.00 | - | - | - | - | 3,000,000.00 |
| 3001078547 | Lincoln Savings Bank | CD | CD | 5.350% | 6/27/2023 | 6/26/2024 | 365 | 2,000,000.00 | - | - | - | - | 2,000,000.00 |
| 313-91634 | RBC Wealth Managem | T-Note | T-Note | 5.440% | 6/30/2023 | 6/30/2024 | 366 | 5,000,000.00 | - | (175,429.70) | 43,750.00 | - | 4,824,570.30 |
| | Robert W. Baird & Co. | T-Bill | T-Bill | 5.314% | 4/15/2024 | 7/11/2024 | 87 | 2,962,574.50 | - | - | - | - | 2,962,574.50 |
| 6900962723 | BMO | CD | CD | 5.320% | 1/26/2024 | 7/23/2024 | 179 | 5,000,000.00 | - | - | - | - | 5,000,000.00 |
| 13637253 | Bankers Trust | CD | CD | 5.320% | 1/26/2024 | 7/26/2024 | 182 | 5,000,000.00 | - | - | - | - | 5,000,000.00 |
| | Robert W. Baird & Co. | Korea Dev Bank NY | Commercial Paper | 5.150% | 1/29/2024 | 8/1/2024 | 185 | 2,920,604.16 | - | - | - | - | 2,920,604.16 |
| | Robert W. Baird & Co. | Natixis | Commercial Paper | 5.607% | 12/6/2023 | 8/20/2024 | 258 | 4,806,858.35 | - | - | - | - | 4,806,858.35 |
| 313-91634 | RBC Wealth Managem | T-Note | T-Note | 5.104% | 1/29/2024 | 8/31/2024 | 215 | 5,000,000.00 | 67,410.71 | (52,996.87) | 13,839.29 | - | 4,947,003.13 |
| 260003236 | Community State | CD | CD | 5.740% | 9/27/2023 | 9/26/2024 | 365 | 5,000,000.00 | - | - | - | - | 5,000,000.00 |
| | Robert W. Baird & Co. | T-Note | T-Note | 5.240% | 4/15/2024 | 10/31/2024 | 199 | 3,000,000.00 | 60,216.35 | (13,748.44) | 5,408.65 | - | 2,986,251.56 |
| 6900908841 | BMO | CD | CD | 5.880% | 11/16/2023 | 11/16/2024 | 366 | 2,000,000.00 | - | - | - | - | 2,000,000.00 |
| 0015592889-1001 | Green State Credit Uni | CD | CD | 5.150% | 1/26/2024 | 1/27/2025 | 367 | 3,000,000.00 | - | - | - | - | 3,000,000.00 |
| 900020710 | Northwest Bank | CD | CD | 5.040% | 4/10/2024 | 4/10/2025 | 365 | 5,000,000.00 | - | - | - | - | 5,000,000.00 |
| 313-91634 | RBC Wealth Managem | T-Note | T-Note | 5.113% | 4/15/2024 | 4/15/2025 | 365 | 3,000,000.00 | - | (71,017.50) | - | - | 2,928,982.50 |
| 3000907325 | Lincoln Savings Bank | MM | Money market | 4.250% | N/A | N/A | MM | 10,374,136.65 | - | - | 262,711.11 | 3,000,000.00 | 7,374,136.65 |
| 39246-101 | IPAIT | MM | Money market | 5.077% | N/A | N/A | MM | 59,869,764.15 | - | - | 1,262,715.45 | 18,000,000.00 | 41,869,764.15 |
| | Farmers State Bank | MM | Money market | 5.080% | N/A | N/A | MM | 26,039,818.91 | - | - | 1,077,314.56 | - | 26,039,818.91 |
| Subtotal | | | | | | | | $ 199,799,451.17 | $ 128,549.19 | $ (767,291.77) | $ 4,601,701.46 | $ 67,371,595.19 | $ 131,660,564.21 |
| **Police/Fire Pension** | | | | | | | | | | | | | |
| 260001208 | Community State | CD | CD | 5.250% | 6/24/2023 | 6/24/2024 | 365 | $ 500,000.00 | $ - | $ - | $ - | $ - | $ 500,000.00 |
| Subtotal | | | | | | | | $ 500,000.00 | $ - | $ - | $ - | $ - | $ 500,000.00 |

# City of Ankeny
# Investment Schedule
# April 2024

| Account Number | Institution | Description | Type | Interest Rate | Purchase Date | Maturity Date | Days | Principal | Accrued Interest | Premium/ (Discount) | Interest/ Dividends Received | Principal Redeemed | Balance April 30, 2024 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Sewer Improvement Fund** | | | | | | | | | | | | | |
| 13571051 | Bankers Trust | CD | CD | 4.200% | 9/27/2022 | 9/27/2023 | 365 | $ 1,000,000.00 | $ - | $ - | $ 42,000.00 | $ 1,000,000.00 | $ - |
| 260001432 | Community State | CD | CD | 5.250% | 6/7/2023 | 6/7/2024 | 365 | 500,000.00 | - | - | - | - | 500,000.00 |
| 260001208 | Community State | CD | CD | 5.250% | 6/24/2023 | 6/24/2024 | 365 | 500,000.00 | - | - | - | - | 500,000.00 |
| 48511043811 | Veridian Credit Union | CD | CD | 5.641% | 9/27/2023 | 9/27/2024 | 365 | 1,000,000.00 | - | - | - | - | 1,000,000.00 |
| Subtotal | | | | | | | | $ 3,000,000.00 | $ - | $ - | $ 42,000.00 | $ 1,000,000.00 | $ 2,000,000.00 |
| **Water Fund** | | | | | | | | | | | | | |
| 260001432 | Community State | CD | CD | 5.250% | 6/7/2023 | 6/7/2024 | 365 | $ 2,000,000.00 | $ - | $ - | $ - | $ - | $ 2,000,000.00 |
| Subtotal | | | | | | | | $ 2,000,000.00 | $ - | $ - | $ - | $ - | $ 2,000,000.00 |
| Total Investments | | | | | | | | $ 252,299,451.17 | $ 176,257.43 | $ (1,722,343.38) | $ 5,448,094.70 | $ 87,129,496.73 | $ 163,447,611.06 |

**Totals by Institution**

| Institution | Principal | Accrued Interest | Premium/ (Discount) | Interest/ Dividends Received | Principal Redeemed | Balance April 30, 2024 |
|---|---|---|---|---|---|---|
| Bankers Trust | $ 10,000,000.00 | $ - | $ - | $ 210,000.01 | $ 5,000,000.00 | $ 5,000,000.00 |
| BMO | 10,000,000.00 | - | - | - | - | 10,000,000.00 |
| Community State | - | - | - | - | - | 9,500,000.00 |
| Farmers State Bank | 11,500,000.00 | - | - | 98,139.89 | 2,000,000.00 | 26,039,818.91 |
| First Interstate Bank | 26,039,818.91 | - | - | 1,077,314.56 | - | - |
| First National Bank | - | - | - | - | - | - |
| Great Southern Bank | - | - | - | - | - | - |
| Green State Credit Union | 3,000,000.00 | - | - | - | - | 3,000,000.00 |
| IPAIT | 77,869,764.15 | - | - | 1,992,103.70 | 33,000,000.00 | 44,869,764.15 |
| Lincoln Savings Bank | 19,374,136.65 | - | - | 508,037.62 | 10,000,000.00 | 9,374,136.65 |
| Northwest Bank | 5,000,000.00 | - | - | - | - | 5,000,000.00 |
| RBC Wealth Management | 50,825,694.45 | 114,971.11 | (1,200,812.08) | 1,209,827.52 | 27,234,576.44 | 22,390,305.93 |
| Robert W. Baird & Co. | 28,690,037.01 | 61,286.32 | (521,531.30) | 200,171.40 | 4,894,920.29 | 23,273,585.42 |
| Two Rivers Bank | - | - | - | - | - | - |
| South Story Bank & Trust | - | - | - | - | - | - |
| US Bank | 5,000,000.00 | - | - | 152,500.00 | 5,000,000.00 | - |
| Veridian Credit Union | 5,000,000.00 | - | - | - | - | 5,000,000.00 |
| Wells Fargo Bank | - | - | - | - | - | - |
| Total | $ 252,299,451.17 | $ 176,257.43 | $ (1,722,343.38) | $ 5,448,094.70 | $ 87,129,496.73 | $ 163,447,611.06 |

**Totals by Type**

| Type | Principal | Accrued Interest | Premium/ (Discount) | Interest/ Dividends Received | Principal Redeemed | Balance April 30, 2024 |
|---|---|---|---|---|---|---|
| CD | $ 76,500,000.00 | $ - | $ - | $ 1,435,354.66 | $ 34,000,000.00 | $ 42,500,000.00 |
| Commercial paper | 12,553,156.96 | - | - | 174,305.55 | 4,825,694.45 | 7,727,462.51 |
| Money market | 96,283,719.71 | - | - | 2,602,741.12 | 21,000,000.00 | 75,283,719.71 |
| T-Bill | 2,962,574.50 | - | - | - | - | 2,962,574.50 |
| T-Note | 64,000,000.00 | 176,257.43 | (1,722,343.38) | 1,235,693.37 | 27,303,802.28 | 34,973,854.34 |
| | $ 252,299,451.17 | $ 176,257.43 | $ (1,722,343.38) | $ 5,448,094.70 | $ 87,129,496.73 | $ 163,447,611.06 |

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Building Permit Report for April 2024.

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 |
|---|
| 🗋 April 2024 Building Permit Report |

## City of Ankeny
## Building Permit Report
## Month of April 2024

| | Issued | | Issued | | Issued Calendar Year | | | | Issued Fiscal Year | |
|---|---|---|---|---|---|---|---|---|---|---|
| | April-24 | | April-23 | | 1/1/2024-4/30/2024 | | 1/1/2023-4/30/2023 | | 7/1/2023-4/30/2024 | |
| | Num | Valuation | Num | Valuation | Num | Valuation | Num | Valuation | Num | Valuation |
| **RESIDENTIAL** | | | | | | | | | | |
| New Dwellings | | | | | | | | | | |
| New Single Family Detached | 44 | $15,608,913 | 41 | $12,931,715 | 168 | $63,549,521 | 123 | $39,066,999 | 327 | $123,663,715 |
| New Single Family Attached/Duplex | 12 | $3,116,836 | 36 | $9,179,097 | 35 | $9,496,175 | 97 | $24,260,411 | 99 | $28,897,783 |
| New Multi - Family | 0 | $0 | 0 | $0 | 0 | $0 | 1 | $7,270,821 | 1 | $4,534,864 |
| **Total New Residential Permits** | **56** | **$18,725,749** | **77** | **$22,110,812** | **203** | **$73,045,696** | **221** | **$70,598,231** | **427** | **$157,096,362** |
| Additions/Alterations/Other (1) | 76 | $701,871 | 83 | $778,289 | 203 | $2,191,579 | 224 | $3,087,053 | 580 | $7,990,693 |
| ***Total New Dwelling Units*** | ***56*** | | ***77*** | | ***203*** | | ***271*** | | ***426*** | |
| | | | | | | | | | | |
| **NON-RESIDENTIAL** | | | | | | | | | | |
| New Commercial | 2 | $4,408,565 | 2 | $208,000 | 4 | $7,471,828 | 7 | $14,517,138 | 17 | $25,691,980 |
| COM Additions/Alterations/Other | 10 | $2,411,184 | 6 | $604,697 | 35 | $23,064,152 | 35 | $5,684,695 | 77 | $50,753,266 |
| New Church | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 | 0 | $0 |
| CHR Additions/Alterations/Other | 1 | $14,800 | 0 | $0 | 1 | $14,800 | 1 | $17,000 | 1 | $14,800 |
| New School | 0 | $0 | 0 | $0 | 0 | $0 | 1 | $70,000 | 2 | $6,930,500 |
| SCH Additions/Alterations/Other | 0 | $0 | 0 | $0 | 1 | $0 | 1 | $60,913 | 4 | $165,000 |
| **Total Non Residential Permits** | **13** | **$6,834,549** | **8** | **$812,697** | **41** | **$30,550,780** | **45** | **$20,349,746** | **101** | **$83,555,546** |
| | | | | | | | | | | |
| MISC PERMITS (2) | 97 | $98,327 | 86 | $43,032 | 250 | $616,363 | 219 | $273,864 | 714 | $1,319,555 |
| | | | | | | | | | | |
| **TOTALS** | **242** | **$26,360,496** | **254** | **$23,744,830** | **697** | **$106,404,418** | **709** | **$94,308,894** | **1822** | **$249,962,156** |

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

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

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

* includes footing & foundation permits

The City Of Ankeny
Building Permit Report (Monthly)
Apr-24

| Type of Use | Type of Work | Issue Date | Valuation | Permit Number | Street Address | Applicant Name | Contractor Name |
|---|---|---|---|---|---|---|---|
| Single Family Detached | New Building | 4/1/2024 | $332,375 | 24-0951-NEW | 715 NE Meadow Landing Dr | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/1/2024 | $298,404 | 24-1149-NEW | 622 NE Meadow Landing Dr | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/1/2024 | $375,324 | 24-1207-NEW | 731 NE Deerfield Dr | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/1/2024 | $328,580 | 24-1251-NEW | 732 NE Deerfield Dr | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/1/2024 | $458,904 | 24-1389-NEW | 6201 NE Grant Ln | Harvest Ridge Builders | Harvester Ridge Builders LLC |
| Single Family Detached | New Building | 4/2/2024 | $441,419 | 24-1372-NEW | 1601 NW Benjamin Dr | Gardner Homes | Gardner Homes |
| Single Family Detached | New Building | 4/3/2024 | $369,075 | 24-1422-NEW | 1324 NE 55th St | DR Horton - Iowa LLC | DR Horton - Iowa LLC |
| Single Family Detached | New Building | 4/5/2024 | $319,387 | 24-0800-NEW | 3320 NE 6th Ln | Jerry's Homes Inc | Jerry's Homes Inc |
| Single Family Detached | New Building | 4/5/2024 | $310,953 | 24-0802-NEW | 3324 NE 6th Ln | Jerry's Homes Inc | Jerry's Homes Inc |
| Single Family Detached | New Building | 4/5/2024 | $310,311 | 24-0803-NEW | 3328 NE 6th Ln | Jerry's Homes Inc | Jerry's Homes Inc |
| Single Family Detached | New Building | 4/5/2024 | $460,259 | 24-1423-NEW | 1312 NE 55th St | DR Horton - Iowa LLC | DR Horton - Iowa LLC |
| Single Family Detached | New Building | 4/8/2024 | $361,924 | 24-1507-NEW | 1339 NE 55th St | DR Horton - Iowa LLC | DR Horton - Iowa LLC |
| Single Family Detached | New Building | 4/8/2024 | $363,124 | 24-1508-NEW | 1335 NE 55th St | DR Horton - Iowa LLC | DR Horton - Iowa LLC |
| Single Family Detached | New Building | 4/8/2024 | $365,684 | 24-1511-NEW | 1331 NE 55th St | DR Horton - Iowa LLC | DR Horton - Iowa LLC |
| Single Family Detached | New Building | 4/9/2024 | $370,946 | 24-1340-NEW | 4216 NE 8th St | Elevated Builders LLC | Elevated Builders LLC |
| Single Family Detached | New Building | 4/9/2024 | $377,314 | 24-1345-NEW | 4220 NE 8th St | Elevated Builders LLC | Elevated Builders LLC |
| Single Family Detached | New Building | 4/10/2024 | $454,035 | 24-1455-NEW | 6303 NE Harvest Ridge Ln | Harvest Ridge Builders | Harvester Ridge Builders LLC |
| Single Family Detached | New Building | 4/11/2024 | $262,774 | 24-1393-NEW | 4301 NW 12th St | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/11/2024 | $287,501 | 24-1394-NEW | 4305 NW 12th St | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/11/2024 | $307,807 | 24-1397-NEW | 4428 NE 8th St | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/11/2024 | $339,717 | 24-1400-NEW | 4424 NE 8th St | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/11/2024 | $307,687 | 24-1525-NEW | 1614 NW Benjamin Dr | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/11/2024 | $339,651 | 24-1526-NEW | 1622 NW Benjamin Dr | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/11/2024 | $364,209 | 24-1534-NEW | 1618 NW Benjamin Dr | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/11/2024 | $336,748 | 24-1537-NEW | 1214 NW Driftwood Dr | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/11/2024 | $262,774 | 24-1540-NEW | 1218 NW Driftwood Dr | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/15/2024 | $363,124 | 24-1637-NEW | 4312 NE 12th St | DR Horton - Iowa LLC | DR Horton - Iowa LLC |
| Single Family Detached | New Building | 4/15/2024 | $359,796 | 24-1641-NEW | 4315 NE 12th St | DR Horton - Iowa LLC | DR Horton - Iowa LLC |
| Single Family Detached | New Building | 4/19/2024 | $262,774 | 24-1677-NEW | 4314 NW 12th St | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/19/2024 | $298,664 | 24-1678-NEW | 4318 NW 12th St | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/19/2024 | $293,719 | 24-1680-NEW | 4423 NW 12th St | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/22/2024 | $380,930 | 24-1589-NEW | 2724 NW Greenwood St | Leto Built | Leto Built |
| Single Family Detached | New Building | 4/22/2024 | $381,827 | 24-1623-NEW | 2720 NW Greenwood St | Leto Built | Leto Built |
| Single Family Detached | New Building | 4/22/2024 | $299,379 | 24-1751-NEW | 1201 NW Driftwood Dr | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/22/2024 | $307,134 | 24-1752-NEW | 1205 NW Driftwood Dr | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/22/2024 | $328,460 | 24-1754-NEW | 1512 NW Benjamin Dr | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/22/2024 | $348,596 | 24-1755-NEW | 4702 NW 17th St | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/23/2024 | $545,878 | 24-1764-NEW | 5808 NE Sherman Ct | Caliber Homes | Caliber Homes |
| Single Family Detached | New Building | 4/24/2024 | $476,822 | 24-1576-NEW | 2716 NW Greenwood St | Parks Custom Homes LLC | Parks Custom Homes LLC |
| Single Family Detached | New Building | 4/24/2024 | $513,207 | 24-1791-NEW | 2816 NW Cedarwood Dr | MJ Properties | MJ Properties |
| Single Family Detached | New Building | 4/24/2024 | $374,221 | 24-1871-NEW | 1304 NE 55th St | DR Horton - Iowa LLC | DR Horton - Iowa LLC |
| Single Family Detached | New Building | 4/26/2024 | $262,774 | 24-1705-NEW | 719 NE Meadow Landing Dr | Greenland Homes Inc | Greenland Homes Inc |
| Single Family Detached | New Building | 4/26/2024 | $436,630 | 24-1883-NEW | 3710 NW Applewood Ct | Redwood Builders | Redwood Builders LLC |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Single Family Detached | New Building | 4/29/2024 | $268,092 | 24-1940-NEW | 723 NE Meadow Landing Dr | Greenland Homes Inc | Greenland Homes Inc |
| | | | | | | | |
| Single Family Attached | New Building | 4/10/2024 | $277,143 | 24-1551-NEW | 1211 NE Crossing Oaks Dr | Valor Home Builders | Valor Home Builders |
| Single Family Attached | New Building | 4/10/2024 | $277,143 | 24-1555-NEW | 1215 NE Crossing Oaks Dr | Valor Home Builders | Valor Home Builders |
| Single Family Attached | New Building | 4/10/2024 | $224,923 | 24-1558-NEW | 1219 NE Crossing Oaks Dr | Valor Home Builders | Valor Home Builders |
| Single Family Attached | New Building | 4/10/2024 | $224,923 | 24-1560-NEW | 1223 NE Crossing Oaks Dr | Valor Home Builders | Valor Home Builders |
| Single Family Attached | New Building | 4/10/2024 | $277,143 | 24-1561-NEW | 1227 NE Crossing Oaks Dr | Valor Home Builders | Valor Home Builders |
| Single Family Attached | New Building | 4/10/2024 | $277,143 | 24-1562-NEW | 1301 NE Crossing Oaks Dr | Valor Home Builders | Valor Home Builders |
| Single Family Attached | New Building | 4/23/2024 | $224,923 | 24-1564-NEW | 1309 NE Crossing Oaks Dr | Valor Home Builders | Valor Home Builders |
| Single Family Attached | New Building | 4/24/2024 | $224,923 | 24-1563-NEW | 1305 NE Crossing Oaks Dr | Valor Home Builders | Valor Home Builders |
| Single Family Attached | New Building | 4/24/2024 | $277,143 | 24-1565-NEW | 1336 NE Country Meadow Dr | Valor Home Builders | Valor Home Builders |
| Single Family Attached | New Building | 4/24/2024 | $277,143 | 24-1566-NEW | 1340 NE Country Meadow Dr | Valor Home Builders | Valor Home Builders |
| Single Family Attached | New Building | 4/24/2024 | $277,143 | 24-1567-NEW | 4206 NE 14th St | Valor Home Builders | Valor Home Builders |
| Single Family Attached | New Building | 4/24/2024 | $277,143 | 24-1568-NEW | 4210 NE 14th St | Valor Home Builders | Valor Home Builders |
| | | | | | | | |
| Single Family Detached | Building Alteration | 4/1/2024 | $19,152 | 24-1471-ALT | 4119 NW Linwood Dr | Kolette J Clearman | Kolette J Clearman |
| Single Family Detached | Solar | 4/2/2024 | $32,021 | 24-1502-SOL | 803 SE Chaparal Dr | Purelight Power | Purelight Power |
| Single Family Detached | Building Addition | 4/3/2024 | $28,118 | 24-1404-ADD | 2524 SW Vineyard Ln | Screenbuilders | Screenbuilders |
| Single Family Detached | Building Alteration | 4/4/2024 | $25,389 | 24-1469-ALT | 2106 NE 17th St | Gregory Brabenec | Gregory Brabenec |
| Duplex | Building Alteration | 4/4/2024 | $3,000 | 24-1542-ALT | 719 NE 6th St | Toby Hughes | Toby Hughes |
| Duplex | Building Alteration | 4/4/2024 | $3,000 | 24-1543-ALT | 1311 SE Wanda Dr | Toby Hughes | Toby Hughes |
| Single Family Attached | Porch | 4/4/2024 | $2,880 | 24-1554-PRCH | 920 SW Springfield Dr | Timothy Archer | Timothy Archer |
| Single Family Detached | Building Alteration | 4/5/2024 | $19,624 | 24-1552-ALT | 3800 NW Maple Ct | Isaac Young | Isaac Young |
| Single Family Attached | Building Alteration | 4/8/2024 | $18,900 | 24-0510-ALT | 619 SW Springfield Dr | Steffen Alex | Steffen Alex |
| Single Family Detached | Building Alteration | 4/8/2024 | $21,830 | 24-1632-ALT | 5605 NE Verona Dr | DR Horton - Iowa LLC | DR Horton - Iowa LLC |
| Single Family Detached | Building Alteration | 4/9/2024 | $3,200 | 24-1630-ALT | 201 NW Linden St | SEA Total Service | SEA Total Service |
| Single Family Detached | Building Alteration | 4/9/2024 | $3,500 | 24-1640-ALT | 926 SE Allyn St | Basement Rehab Inc | Basement Rehab Inc |
| Single Family Detached | Building Alteration | 4/10/2024 | $27,594 | 24-1683-ALT | 1320 NE 55th St | DR Horton - Iowa LLC | DR Horton - Iowa LLC |
| Single Family Detached | Building Addition | 4/11/2024 | $46,194 | 24-0966-ADD | 708 SW 50th St | Ankeny Deck Specialist | Ankeny Deck Specialist |
| Single Family Detached | Building Alteration | 4/11/2024 | $3,000 | 24-1573-ALT | 1221 SW Kenworthy Dr | Toby Hughes | Toby Hughes |
| Single Family Detached | Building Alteration | 4/11/2024 | $18,497 | 24-1721-ALT | 4504 NE Michael Dr | FOUNDATION RECOVERY SYSTEMS | FOUNDATION RECOVERY SYSTEMS |
| Single Family Detached | Porch | 4/15/2024 | $3,360 | 24-1655-PRCH | 6121 NE Sherman Dr | Salazar Builders | Salazar Builders |
| Single Family Attached | Building Alteration | 4/15/2024 | $10,238 | 24-1675-ALT | 2219 SW Woodland Dr | Bryan Interiors and Cabinets | Bryan Interiors and Cabinets |
| Single Family Detached | Building Alteration | 4/16/2024 | $4,000 | 24-1514-ALT | 1209 NW Beechwood St | BAM Basements | BAM Basements |
| Single Family Detached | Building Alteration | 4/16/2024 | $31,815 | 24-1724-ALT | 719 NE Deerfield Dr | Jerry's Homes Inc | Jerry's Homes Inc |
| Single Family Detached | Building Alteration | 4/16/2024 | $17,388 | 24-1768-ALT | 2526 NW Greenwood St | Jerry's Homes Inc | Jerry's Homes Inc |
| Single Family Detached | Building Addition | 4/17/2024 | $28,118 | 24-1303-ADD | 537 NE 5th St | Screenbuilders | Screenbuilders |
| Single Family Detached | Building Alteration | 4/17/2024 | $34,744 | 24-1807-ALT | 3516 NW 27th St | Creative Building Ventures Inc | Creative Building Ventures Inc |
| Single Family Detached | Building Addition | 4/18/2024 | $57,575 | 24-1665-ADD | 1501 NW Boulder Dr | Naylor Ross | Renomads LLC |
| Single Family Detached | Building Alteration | 4/18/2024 | $32,918 | 24-1804-ALT | 519 NE 57th Ct | Cory Limkeman | Cory Limkeman |
| Single Family Detached | Pergola | 4/22/2024 | $1,200 | 24-1822-PERG | 4203 NW 12th St | Waller Donald | Waller Donald |
| Single Family Detached | Building Alteration | 4/24/2024 | $5,350 | 24-1942-ALT | 213 SW State St | SafeBasements of Iowa | SafeBasements of Iowa |
| Single Family Detached | Porch | 4/25/2024 | $7,040 | 24-1401-PRCH | 806 NE Keystone Dr | Terry G Wilkinson | Terry G Wilkinson |
| Single Family Detached | Building Alteration | 4/30/2024 | $3,000 | 24-2038-ALT | 1008 SW 3rd St | Toby Hughes | Toby Hughes |
| | | | | | | | |
| Single Family Detached | Garage | 4/3/2024 | $20,476 | 24-0521-GAR | 522 SW Maple St | Midwest Builders Of Iowa | Midwest Builders Of Iowa |
| Single Family Detached | Garage | 4/6/2024 | $29,783 | 24-1410-GAR | 214 SW Scott St | Central Iowa Construction Services | Central Iowa Construction Services |
| Single Family Detached | Garage | 4/29/2024 | $39,106 | 24-2025-GAR | 113 SW Cedarwood Dr | Macho John | Affordable Construction |

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| Single Family Detached | Shed | 4/4/2024 | $2,400 | 24-1557-SHD | 1323 NW Reinhart Dr | Tuff Shed | Tuff Shed |
| Single Family Detached | Shed | 4/10/2024 | $2,400 | 24-1652-SHD | 4312 NE Michael Ct | Tuff Shed | Tuff Shed |
| Single Family Detached | Shed | 4/16/2024 | $2,800 | 24-1760-SHD | 1202 NW Cedarwood Dr | Brett Jones | Brett Jones |
| Single Family Detached | Shed | 4/17/2024 | $1,920 | 24-1786-SHD | 826 SE 8th St | Tuff Shed | Tuff Shed |
| Single Family Detached | Shed | 4/17/2024 | $2,400 | 24-1793-SHD | 409 NW Applewood St | Tuff Shed | Tuff Shed |
| Single Family Detached | Shed | 4/19/2024 | $3,200 | 24-1779-SHD | 904 SE 3rd St | Baumberger Sarah | Gold Dome Buildings LLC |
| Single Family Detached | Shed | 4/22/2024 | $1,920 | 24-1881-SHD | 2518 NW Woodbury Dr | knox Construction LLC | Knox Construction |
| Single Family Detached | Shed | 4/22/2024 | $2,400 | 24-1886-SHD | 3203 SW 26th St | Lynch Conrad | Tuff Shed (Home Depot) |
| Single Family Detached | Shed | 4/25/2024 | $2,800 | 24-1487-SHD | 3216 SE Primrose Dr | Kyle Daniels | Premier Portable Buildings |
| Single Family Detached | Shed | 4/25/2024 | $2,800 | 24-1876-SHD | 3116 SW Chestnut Ct | Tuff Shed | Tuff Shed |
| Single Family Detached | Shed | 4/29/2024 | $1,920 | 24-1833-SHD | 1406 NW Reinhart Dr | Ryan Webb | Ryan Webb |
| Single Family Detached | Shed | 4/29/2024 | $3,200 | 24-2009-SHD | 205 NW Ridgeline Dr | Scott Prohaska | Scott Prohaska |
| Single Family Detached | Shed | 4/29/2024 | $3,840 | 24-2033-SHD | 1828 SE Hillside Dr | Lee Sangel Toby | Lee Sangel Toby |
| Single Family Detached | Shed | 4/30/2024 | $3,200 | 24-2044-SHD | 702 NE Canterbury Dr | E Verastegui Luis | E Verastegui Luis |
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| Single Family Detached | Deck | 4/2/2024 | $2,784 | 24-1153-DECK | 4816 NW 2nd Ct | Strong Fencing & Decking LLC | Strong Fencing & Decking LLC |
| Single Family Detached | Deck | 4/2/2024 | $2,892 | 24-1253-DECK | 3111 SE 22nd St | Vishal Patel | Vishal Patel |
| Single Family Detached | Deck | 4/3/2024 | $5,256 | 24-1545-DECK | 5007 NE Rio Dr | Covington Construction | Covington Construction |
| Single Family Detached | Deck | 4/4/2024 | $840 | 24-0884-DECK | 1314 SW 3rd St | Cook Cassandra | Cook Cassandra |
| Single Family Detached | Deck | 4/4/2024 | $2,880 | 24-1569-DECK | 2719 NW 21st St | Arrington Brittany | Arrington Brittany |
| Single Family Attached | Deck | 4/5/2024 | $2,304 | 24-1170-DECK | 736 NE 5th St | Ankeny Deck Specialist | Ankeny Deck Specialist |
| Single Family Detached | Deck | 4/8/2024 | $2,592 | 24-1583-DECK | 2710 NW 29th St | Michael Nemmers | Anthony Nelson |
| Single Family Detached | Deck | 4/10/2024 | $2,592 | 24-1600-DECK | 2718 NE Trilein Dr | Weidman Chris | Firstcall Restoration |
| Single Family Detached | Deck | 4/10/2024 | $1,200 | 24-1689-DECK | 530 NE 7th St | Terry A Lewellin | Terry A Lewellin |
| Single Family Detached | Deck | 4/11/2024 | $2,784 | 24-1009-DECK | 3817 NW 9th St | Vishal Patel | Ankeny Deck Specialist |
| Single Family Detached | Deck | 4/11/2024 | $4,272 | 24-1010-DECK | 1709 NW Reinhart Dr | Vishal Patel | Ankeny Deck Specialist |
| Single Family Detached | Deck | 4/11/2024 | $5,196 | 24-1103-DECK | 715 NE Pinnacle Ct | Heilman Construction | Heilman Construction |
| Single Family Detached | Deck | 4/11/2024 | $4,992 | 24-1168-DECK | 4011 NE Trilein Dr | Ankeny Deck Specialist | Ankeny Deck Specialist |
| Single Family Detached | Deck | 4/11/2024 | $4,368 | 24-1169-DECK | 608 NE 46th Ct | Ankeny Deck Specialist | Ankeny Deck Specialist |
| Single Family Detached | Deck | 4/12/2024 | $2,592 | 24-1714-DECK | 814 NE 51st Ct | Jay Whipple Tanner | Jay Whipple Tanner |
| Single Family Detached | Deck | 4/15/2024 | $2,160 | 24-1750-DECK | 1209 NW Boulder Brook Dr | Sarah Collins | Sarah Collins |
| Single Family Detached | Deck | 4/17/2024 | $1,728 | 24-1805-DECK | 4315 NE Michael Ct | Des Moines Deck, LLC | Des Moines Deck, LLC |
| Single Family Detached | Deck | 4/19/2024 | $2,112 | 24-1875-DECK | 718 SE Kensington Rd | Baljit S Virdi | Baljit S Virdi |
| Single Family Detached | Deck | 4/23/2024 | $3,600 | 24-1676-DECK | 1109 SE Rio Dr | Vishal Patel | Ankeny Deck Specialist |
| Single Family Detached | Deck | 4/25/2024 | $1,200 | 24-1959-DECK | 1324 NE 55th St | DR Horton - Iowa LLC | DR Horton - Iowa LLC |
| Single Family Detached | Deck | 4/25/2024 | $1,200 | 24-1960-DECK | 1320 NE 55th St | DR Horton - Iowa LLC | DR Horton - Iowa LLC |
| Single Family Detached | Ramp | 4/26/2024 | $0 | 24-1765-RAMP | 605 SE 4th St | Symons Jessica | Symons Jessica |
| Single Family Detached | Deck | 4/26/2024 | $1,440 | 24-1969-DECK | 6121 NE Sherman Dr | Salazar Builders | Salazar Builders |
| Single Family Detached | Deck | 4/26/2024 | $1,680 | 24-1985-DECK | 1210 NW Linden St | Rench Services LLC | Rench Services LLC |
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| Single Family Detached | Swimming Pool | 4/2/2024 | $0 | 24-1498-POOL | 3116 SW Butternut Ct | Geary Skylar | Geary Skylar |
| Single Family Detached | Swimming Pool | 4/3/2024 | $0 | 24-1532-POOL | 2414 NW Park Meadows Dr | Alex Lundquist | Central Iowa Pool And Spa |
| Single Family Detached | Swimming Pool | 4/11/2024 | $0 | 24-1646-POOL | 1614 NW College Ave | Bradley Erdmann | Iowa Pool & Patio |
| Single Family Detached | Swimming Pool | 4/22/2024 | $0 | 24-1882-POOL | 607 SW 48th St | Potter Shad | Central Iowa Pool & Spa |
| Single Family Detached | Swimming Pool | 4/23/2024 | $0 | 24-1815-POOL | 5017 NE Jan Rose Pkwy | Toy Box Construction | Chad Moede |
| Single Family Detached | Swimming Pool | 4/29/2024 | $0 | 24-1621-POOL | 2022 NW Beechwood St | Juarez Excavating LLC | Juarez Excavating LLC |

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| Government | New Building | 4/15/2024 | $2,146,520 | 24-0956-NEW | 2320 NW Weigel Dr | HPC, L.L.C. | HPC LLC |
| Other | New Building | 4/24/2024 | $2,262,045 | 23-2786-NEW | 3425 NW State St | Poole Stephanie | Poole Stephanie |
| | | | | | | | |
| Retail | Building Alteration | 4/2/2024 | $350,000 | 24-1038-ALT | 260 NW 36th St STE 102 | B-Pham Gen-Con | B-Pham Gen-Con |
| Other | Solar | 4/5/2024 | $145,220 | 24-1122-SOL | 1255 SW Prairie Trail Pkwy | Troy Van Beek | Troy Van Beek |
| Restaurant | Building Alteration | 4/5/2024 | $4,500 | 24-1582-ALT | 1975 N Ankeny Blvd Ste 101 | Kim Yap | Kim Yap |
| Manufacturing | Building Alteration | 4/8/2024 | $1,410,000 | 24-0169-ALT | 1600 SE Corporate Woods Dr | Grasso Architects and Engineers | Baker Group |
| Office | Building Alteration | 4/11/2024 | $375,000 | 23-4720-ALT | 1465 SW Park Square Dr Ut 300 | DRA Properties | DRA Properties |
| Other | Building Addition | 4/18/2024 | $50,000 | 24-1433-ADD | 1505 NE 36th St | DRA Properties LLC | DRA Properties LLC |
| Retail | Shed | 4/18/2024 | $2,400 | 24-1728-SHD | 105 E 1st St | Ankeny Klothing Exchange | Tuff Shed |
| Office | Building Alteration | 4/24/2024 | $19,064 | 24-1495-ALT | 1005 SW Oralabor Rd | Commercial Interiors Inc | Commercial Interiors Inc |
| Other | Building Alteration | 4/29/2024 | $5,000 | 24-0933-ALT | 2855 SW Vintage Pkwy | Nelson Construction and Dev | Nelson Construction and Dev |
| Storage | Building Alteration | 4/30/2024 | $50,000 | 24-1249-ALT | 6910 SE Four Mile Dr | Sean Connor | Eric Bridgewater |
| | | | | | | | |
| Church | Garage | 4/8/2024 | $14,800 | 24-1391-GAR | 825 NW 36th St | Jeff Turek | Jeff Turek |
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| Single Family Detached | Fence/Wall | 4/1/2024 | $0 | 24-1439-FNCE | 2809 NW Park Ln | Bret Staples | Bret Staples |
| Single Family Detached | Fence/Wall | 4/1/2024 | $0 | 24-1449-FNCE | 1309 NE 56th St | Absolute Fence LLC | Absolute Fence LLC |
| Single Family Detached | Fence/Wall | 4/2/2024 | $0 | 24-1470-FNCE | 1006 NW 3rd St | Des Moines Steel Fence Co | Des Moines Steel Fence Co |
| Single Family Detached | Fence/Wall | 4/3/2024 | $0 | 24-1529-FNCE | 2605 NW 30th Ln | Bret Staples | Bret Staples |
| Single Family Detached | Fence/Wall | 4/3/2024 | $0 | 24-1546-FNCE | 1519 NW Abbie Dr | Des Moines Steel Fence Co | Des Moines Steel Fence Co |
| Single Family Detached | Fence/Wall | 4/3/2024 | $0 | 24-1553-FNCE | 3510 SE 20th St | Clark Fencing LLC | Clark Fencing LLC |
| Single Family Detached | Fence/Wall | 4/5/2024 | $0 | 24-1588-FNCE | 3803 SW 3rd Ct | Dee O Loper | Midwest Fencing and Construction |
| Single Family Detached | Fence/Wall | 4/8/2024 | $0 | 24-1486-FNCE | 4218 NE 15th St | Bos Fencing | Bos Fencing |
| Single Family Detached | Fence/Wall | 4/8/2024 | $0 | 24-1598-FNCE | 2602 SW 19th St | Central Iowa Fencing | Central Iowa Fencing |
| Single Family Detached | Fence/Wall | 4/8/2024 | $0 | 24-1615-FNCE | 2820 SW Sunnybrooke Dr | Halcyon Fencing | Halcyon Fencing |
| Single Family Detached | Fence/Wall | 4/8/2024 | $0 | 24-1616-FNCE | 2615 NW 43rd St | Bret Staples | Bret Staples |
| Single Family Detached | Fence/Wall | 4/8/2024 | $0 | 24-1633-FNCE | 322 NE 9th St | Amy L Baker | Billy Allison |
| Single Family Detached | Fence/Wall | 4/9/2024 | $0 | 24-1579-FNCE | 3301 SW Timber Green Rd | Superior Fence & Rail of Central IA | Superior Fence & Rail of Central IA |
| Single Family Detached | Fence/Wall | 4/9/2024 | $0 | 24-1595-FNCE | 3502 NW 28th St | Huber Fencing | Huber Fencing |
| Single Family Detached | Fence/Wall | 4/9/2024 | $0 | 24-1631-FNCE | 1816 NE 17th St | Des Moines Steel Fence Co | Des Moines Steel Fence Co |
| Single Family Detached | Fence/Wall | 4/9/2024 | $0 | 24-1650-FNCE | 1202 NW Benjamin Dr | Central Iowa Fencing | Central Iowa Fencing |
| Single Family Detached | Fence/Wall | 4/9/2024 | $0 | 24-1660-FNCE | 2713 SW 21st Cir | American Fence Company | American Fence Co |
| Single Family Detached | Fence/Wall | 4/10/2024 | $0 | 24-1453-FNCE | 504 SW 32nd Ct | Gordon Gilbert Jonathon | Titan Fence, LLC |
| Single Family Detached | Fence/Wall | 4/11/2024 | $0 | 24-1702-FNCE | 508 NE 57th Ct | Des Moines Steel Fence Co | Des Moines Steel Fence Co |
| Single Family Detached | Fence/Wall | 4/11/2024 | $0 | 24-1703-FNCE | 4410 NW 13th St | Des Moines Steel Fence Co | Des Moines Steel Fence Co |
| Single Family Detached | Fence/Wall | 4/11/2024 | $0 | 24-1707-FNCE | 401 NW Scott St | Central Iowa Fencing | Central Iowa Fencing |
| Single Family Detached | Fence/Wall | 4/12/2024 | $0 | 24-1708-FNCE | 2607 NW 43rd St | Spencer Elliott | Platinum Fence |
| Single Family Detached | Fence/Wall | 4/12/2024 | $0 | 24-1730-FNCE | 2822 NW Boulder Point Pl | Jimmy Khounlo | Justus Fencing |
| Single Family Detached | Fence/Wall | 4/16/2024 | $0 | 24-1766-FNCE | 1505 NW Boulder Dr | American Fence Company | American Fence Co |
| Single Family Detached | Fence/Wall | 4/17/2024 | $0 | 24-1803-FNCE | 1408 NE 49th St | Platinum Fence | Platinum Fence |
| Single Family Detached | Fence/Wall | 4/17/2024 | $0 | 24-1806-FNCE | 5908 NE Terrace Ridge Dr | Debra L Trowbridge | Debra L Trowbridge |
| Single Family Detached | Fence/Wall | 4/18/2024 | $0 | 24-1314-FNCE | 4222 NW Linwood Dr | Thrive Fencing | Thrive Fencing |
| Single Family Detached | Fence/Wall | 4/18/2024 | $0 | 24-1315-FNCE | 4218 NW Linwood Dr | Thrive Fencing | Thrive Fencing |
| Single Family Detached | Fence/Wall | 4/18/2024 | $0 | 24-1817-FNCE | 4727 NW 13th St | Huber Fencing | Huber Fencing |
| Single Family Detached | Fence/Wall | 4/18/2024 | $0 | 24-1837-FNCE | 2513 NW 4th St | Central Iowa Fencing | Central Iowa Fencing |
| Single Family Detached | Fence/Wall | 4/19/2024 | $0 | 24-1867-FNCE | 1105 SE Innsbruck Dr | Kamp Blaine | Kamp Blaine |
| Single Family Detached | Fence/Wall | 4/19/2024 | $0 | 24-1874-FNCE | 1319 NW 29th St | Doug Giesinger | Central Iowa Fencing |

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| Single Family Detached | Fence/Wall | 4/21/2024 | $0 | 24-1570-FNCE | 414 SW Prairie Trail Pkwy | Clanton Creek Fence and Gate | Clanton Creek Fence and Gate |
| Single Family Detached | Fence/Wall | 4/22/2024 | $0 | 24-1884-FNCE | 206 SW Kline St | Josh Mulligan | Josh Mulligan |
| Single Family Attached | Fence/Wall | 4/23/2024 | $0 | 24-1818-FNCE | 5017 NE Jan Rose Pkwy | Toy Box Construction | Chad Moede |
| Single Family Detached | Fence/Wall | 4/23/2024 | $0 | 24-1877-FNCE | 909 SW Merchant St | Des Moines Steel Fence Co | Des Moines Steel Fence Co |
| Single Family Detached | Fence/Wall | 4/23/2024 | $0 | 24-1889-FNCE | 3123 SE Honeysuckle Ct | Say Ra | Say Ra |
| Single Family Detached | Fence/Wall | 4/23/2024 | $0 | 24-1911-FNCE | 1210 NW Benjamin Dr | Bret Staples | Bret Staples |
| Single Family Detached | Fence/Wall | 4/23/2024 | $0 | 24-1916-FNCE | 1608 SW Oak St | Thrive Fencing | Thrive Fencing |
| Single Family Detached | Fence/Wall | 4/23/2024 | $0 | 24-1927-FNCE | 603 NE Oak Ridge Dr | Akes Savanna | Justus Fencing |
| Single Family Detached | Fence/Wall | 4/24/2024 | $0 | 24-1907-FNCE | 1127 SW Lynn Dr | Turk Samuel | Precision Fencing |
| Single Family Detached | Fence/Wall | 4/25/2024 | $0 | 24-1722-FNCE | 825 SE Cortina Dr | Law Matt | Law Matt |
| Single Family Detached | Fence/Wall | 4/25/2024 | $0 | 24-1899-FNCE | 3512 NW 27th St | Affordable Fencing Inc | Affordable Fencing Inc |
| Single Family Detached | Fence/Wall | 4/25/2024 | $0 | 24-1917-FNCE | 5521 NE Seneca Dr | Adrian Montero | Adrian Montero |
| Single Family Detached | Fence/Wall | 4/25/2024 | $0 | 24-1972-FNCE | 5603 NE Geneva Dr | Kevin Ward | Kevin Ward |
| Single Family Detached | Fence/Wall | 4/25/2024 | $0 | 24-1977-FNCE | 5021 NE Michael Ct | Huber Fencing | Huber Fencing |
| Single Family Detached | Fence/Wall | 4/25/2024 | $0 | 24-1978-FNCE | 255 NE 54th St | Huber Fencing | Huber Fencing |
| Single Family Detached | Fence/Wall | 4/26/2024 | $0 | 24-1983-FNCE | 1816 NW Applewood St | Huber Fencing | Huber Fencing |
| Single Family Detached | Fence/Wall | 4/26/2024 | $0 | 24-2003-FNCE | 1504 NW Driftwood Dr | Absolute Fence LLC | Absolute Fence LLC |
| Single Family Detached | Fence/Wall | 4/26/2024 | $0 | 24-2004-FNCE | 1406 NW Driftwood Dr | Absolute Fence LLC | Absolute Fence LLC |
| Single Family Detached | Fence/Wall | 4/26/2024 | $0 | 24-2005-FNCE | 3304 SE 17th St | Absolute Fence LLC | Absolute Fence LLC |
| Single Family Detached | Fence/Wall | 4/26/2024 | $0 | 24-2006-FNCE | 421 NE 57th Ct | Absolute Fence LLC | Absolute Fence LLC |
| Single Family Detached | Fence/Wall | 4/29/2024 | $0 | 24-1950-FNCE | 2022 NW Beechwood St | Shae Hogue Melissa | Absolute Fence LLC |
| Single Family Detached | Fence/Wall | 4/29/2024 | $0 | 24-1986-FNCE | 717 NE Hunter Dr | American Fence Company | American Fence Company |
| Single Family Detached | Fence/Wall | 4/29/2024 | $0 | 24-2015-FNCE | 2013 NW School St | Des Moines Steel Fence Co | Des Moines Steel Fence Co |
| Single Family Detached | Fence/Wall | 4/29/2024 | $0 | 24-2029-FNCE | 702 NE Canterbury Dr | E Verastegui Luis | E Verastegui Luis |
| Single Family Detached | Fence/Wall | 4/30/2024 | $0 | 24-2082-FNCE | 2757 SW 21st Cir | Central Iowa Fencing | Central Iowa Fencing |
| Single Family Detached | Fence/Wall | 4/30/2024 | $0 | 24-2083-FNCE | 2403 SW Woodbury Ln | Huber Fencing | Huber Fencing |
| | | | | | | | |
| Retail | Sign | 4/1/2024 | $4,225 | 24-0587-SIGNP | 207 NE Delaware Ave Ste 24 | Chesnut Signs | Chesnut Signs |
| Office | Sign | 4/1/2024 | $3,744 | 24-1254-SIGNP | 1250 SW State St Ste A | Signarama Ankeny and YESCO DM | Signarama Ankeny and YESCO DM |
| Office | Sign | 4/1/2024 | $3,744 | 24-1332-SIGNP | 1250 SW State St Ste A | Signarama Ankeny and YESCO DM | Signarama Ankeny and YESCO DM |
| Office | Sign | 4/1/2024 | $3,744 | 24-1333-SIGNP | 1250 SW State St Ste A | Signarama Ankeny and YESCO DM | Signarama Ankeny and YESCO DM |
| Office | Sign | 4/2/2024 | $3,900 | 24-1364-SIGNP | 225 NW 18th St Ste 103 | Signarama Urbandale | Signarama Urbandale |
| Restaurant | Sign | 4/11/2024 | $1,500 | 24-0203-SIGNP | 2010 SE Delaware Ave Ste 222 | Wilfredo Melgar | iSigns First LLC |
| Retail | Sign | 4/11/2024 | $1,500 | 24-0228-SIGNP | 502 N Ankeny Blvd Ste 9 | Wilfredo Melgar | iSigns First LLC |
| Retail | Sign | 4/11/2024 | $4,230 | 24-1343-SIGNP | 2505 SW White Birch Dr Ste C | Central Iowa Vapors | Tri City Sign |
| Retail | Sign | 4/11/2024 | $4,230 | 24-1344-SIGNP | 2505 SW White Birch Dr Ste C | Tri-City Sign Company | Tri City Sign |
| Retail | Sign | 4/18/2024 | $150 | 24-1679-SIGNP | 105 E 1st St | Ankeny Klothing Exchange | Ankeny Klothing Exchange |
| Industrial | Sign | 4/22/2024 | $5,000 | 24-1133-SIGNP | 8700 SE Convenience Blvd | Chesnut Signs | Chesnut Signs |
| Industrial | Sign | 4/22/2024 | $5,000 | 24-1134-SIGNP | 8700 SE Convenience Blvd | Chesnut Signs | Chesnut Signs |
| Industrial | Sign | 4/22/2024 | $6,065 | 24-1316-SIGNP | 8700 SE Convenience Blvd | Chesnut Signs | Chesnut Signs |
| Industrial | Sign | 4/22/2024 | $6,050 | 24-1318-SIGNP | 8700 SE Convenience Blvd | Chesnut Signs | Chesnut Signs |
| Other | Sign | 4/22/2024 | $6,360 | 24-1488-SIGNP | 3425 NW State St | Chesnut Signs | Chesnut Signs |
| Other | Sign | 4/22/2024 | $6,360 | 24-1489-SIGNP | 3425 NW State St | Chesnut Signs | Chesnut Signs |
| Other | Sign | 4/22/2024 | $6,360 | 24-1490-SIGNP | 3425 NW State St | Chesnut Signs | Chesnut Signs |
| Other | Sign | 4/22/2024 | $6,360 | 24-1491-SIGNP | 3425 NW State St | Chesnut Signs | Chesnut Signs |
| Other | Sign | 4/22/2024 | $7,305 | 24-1492-SIGNP | 3425 NW State St | Chesnut Signs | Chesnut Signs |
| Other | Sign | 4/22/2024 | $7,500 | 24-1535-SIGNP | 1040 NE Lake View Dr | Iowa Sign Company | Iowa Sign Company |
| Retail | Sign | 4/29/2024 | $5,000 | 24-1504-SIGNP | 1690 SE Delaware Ave Ste 101 | Tri City Sign | Tri City Sign |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Restaurant | Temporary Sign | 4/1/2024 | $0 | 24-1233-SIGNT | 1802 N Ankeny Blvd STE 100B | Signarama Ankeny and YESCO DM | Signarama Ankeny and YESCO DM |
| Restaurant | Temporary Sign | 4/1/2024 | $0 | 24-1263-SIGNT | 1802 N Ankeny Blvd STE 100A | Signarama Ankeny and YESCO DM | Signarama Ankeny and YESCO DM |
| Retail | Temporary Sign | 4/11/2024 | $0 | 23-7090-SIGNT | 965 SE Corporate Woods Dr | ASAP Event Advertising | ASAP Event Advertising |
| | | | | | | | |
| Other | Canopy/Tent | 4/9/2024 | $0 | 24-1592-TENT | 800 E 1st St | Abigail Johnson Evans | Abigail Johnson Evans |
| | | | | | | | |
| Single Family Detached | Demolition | 4/2/2024 | $0 | 24-1516-DEMO | 2010 NW Parkridge Dr | Campbell Clint | Campbell Clint |
| Single Family Detached | Demolition | 4/16/2024 | $0 | 24-1759-DEMO | 712 SW 3rd St | Happe Commercial | Happe Commercial |
| | | | | | | | |
| Single Family Detached | Drive Approach | 4/3/2024 | $0 | 24-1548-RSTRM | 821 SE Sherman Dr | HS Concrete Inc | HS Concrete Inc |
| Single Family Detached | Drive Approach | 4/4/2024 | $0 | 24-1577-RSTRM | 501 NE Hayes Dr | Bryan Davis | Bryan Davis |
| Single Family Detached | Drive Approach | 4/5/2024 | $0 | 24-1596-RSTRM | 2308 SW Woodbury Ln | Dean Pfaltzgraff | Freedom Flatwork |
| Single Family Detached | Drive Approach | 4/9/2024 | $0 | 24-1618-RSTRM | 1805 NE Innsbruck Dr | Burds Steve | Absolute Group |
| Single Family Detached | Drive Approach | 4/9/2024 | $0 | 24-1651-RSTRM | 513 NE 4th St | Eric Harmison | Eric Harmison |
| Single Family Detached | Drive Approach | 4/22/2024 | $0 | 24-1888-RSTRM | 2401 NW School St | Concrete PRF LLC | Concrete PRF LLC |
| Duplex | Drive Approach | 4/23/2024 | $0 | 24-1909-RSTRM | 802 SW 3rd St | Portland Construction Company | Portland Construction Company |
| | | | | | | | |
| Single Family Detached | Sidewalk | 4/8/2024 | $0 | 24-1622-RSWRP | 118 SW Kline St | B&B Property Maintenance LLC | B & B Property Maintenance LLC |
| Single Family Detached | Sidewalk | 4/9/2024 | $0 | 24-1647-RSWRP | 902 NE 28th St | Iowa Contracting Inc | Iowa Contracting Inc |
| Single Family Detached | Sidewalk | 4/11/2024 | $0 | 24-1716-RSWRP | 513 NE 4th St | Eric Harmison | Eric Harmison |
| Single Family Detached | Sidewalk | 4/12/2024 | $0 | 24-1732-RSWRP | 2202 NE Trilein Dr | Stone Cross | Stone Cross |
| Single Family Detached | Sidewalk | 4/17/2024 | $0 | 24-1795-RSWRP | 406 NE 21st St | JCV Construction, Inc | JCV Construction, Inc |

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ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Finance | Exercise Financial Discipline |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Utility Billing Report for April 2024.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

## ADDITIONAL INFORMATION:

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## ATTACHMENTS:

| Click to download |
|---|
| 🗋 Utility Billing Report |

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

| Month | Customers Billed | Billed Consumption (Gallons) | Water Billings | Revenue / 1000 Gal | Water Svc . Avail. | # W.A. Chg. | Total Tax | Misc. Charges | Sewer Billings | Sewer Svc. Avail. | # S.A. Chg. | Storm Water Billings | Total Monthly Billings |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| July | 29,175 | 263,647,619 | $ 1,820,835 | $ 6.91 | $ 315,560 | 27,111 | $ 149,121 | $ 15,088 | $ 769,528 | $ 543,466 | 26,584 | $ 291,668 | $ 3,756,145 |
| August | 29,406 | 281,317,965 | $ 1,925,366 | $ 6.84 | $ 316,457 | 27,189 | $ 157,068 | $ 15,130 | $ 856,194 | $ 544,768 | 26,657 | $ 292,117 | $ 3,950,032 |
| September | 29,370 | 290,171,913 | $ 2,022,248 | $ 6.97 | $ 318,081 | 27,299 | $ 161,500 | $ 15,187 | $ 866,462 | $ 547,367 | 26,762 | $ 292,835 | $ 4,062,180 |
| October | 29,414 | 215,518,443 | $ 1,519,119 | $ 7.05 | $ 318,670 | 27,346 | $ 129,861 | $ 15,218 | $ 794,786 | $ 548,962 | 26,820 | $ 293,228 | $ 3,489,982 |
| November | 29,408 | 151,845,412 | $ 1,006,171 | $ 6.63 | $ 318,020 | 27,412 | $ 102,185 | $ 15,275 | $ 800,843 | $ 551,172 | 26,930 | $ 293,833 | $ 2,985,313 |
| December | 29,355 | 131,802,257 | $ 920,090 | $ 6.98 | $ 318,167 | 27,443 | $ 94,882 | $ 15,299 | $ 765,650 | $ 551,839 | 26,966 | $ 294,206 | $ 2,865,252 |
| January | 29,367 | 133,365,917 | $ 831,328 | $ 6.23 | $ 318,701 | 27,480 | $ 93,936 | $ 15,319 | $ 793,389 | $ 552,752 | 27,003 | $ 294,557 | $ 2,806,046 |
| February | 29,411 | 136,955,483 | $ 936,644 | $ 6.84 | $ 318,993 | 27,507 | $ 97,812 | $ 15,338 | $ 805,488 | $ 553,457 | 27,033 | $ 294,876 | $ 2,924,797 |
| March | 29,549 | 125,583,409 | $ 857,742 | $ 6.83 | $ 319,772 | 27,556 | $ 91,458 | $ 15,361 | $ 752,342 | $ 554,631 | 27,079 | $ 295,399 | $ 2,795,247 |
| April | 29,733 | 133,277,229 | $ 965,535 | $ 7.24 | $ 334,002 | 27,638 | $ 99,446 | $ 15,406 | $ 810,320 | $ 557,107 | 27,159 | $ 296,075 | $ 2,978,446 |
| May | | | | | | | | | | | | | |
| June | | | | | | | | | | | | | |
| **FY Total** | 294,188 | 1,863,485,647 | $ 12,805,078 | $ 68.52 | $ 3,196,424 | 273,981 | $ 1,177,268 | $ 152,621 | $ 8,015,003 | $ 5,505,521 | 268,993 | $ 2,938,793 | $ 32,613,439 |
| **FY 24 Average** | 29,419 | 186,348,565 | 1,280,508 | $ 6.85 | 319,642 | 27,398 | 117,727 | 15,262 | 801,500 | 550,552 | 26,899 | 293,879 | 3,261,344 |
| **FY 23 Average** | 28,338 | 188,099,141 | 1,183,291 | $ 6.32 | 299,367 | 26,581 | 110,645 | 14,818 | 821,186 | 533,485 | 26,102 | 284,256 | 3,136,403 |
| **FY 22 Average** | 27,012 | 173,720,262 | $ 1,039,721 | $ 5.96 | $ 279,636 | 25,615 | $ 100,602 | $ 14,280 | $ 839,667 | $ 531,081 | 25,155 | $ 270,547 | $ 2,974,932 |
| **FY 21 Average** | 25,514 | 175,191,103 | $ 1,004,651 | $ 5.65 | $ 261,517 | 24,564 | $ 97,325 | $ 13,675 | $ 893,718 | $ 543,516 | 24,102 | $ 255,531 | $ 2,972,609 |
| **FY 20 Average** | 24,069 | 148,457,846 | $ 790,912 | $ 5.23 | $ 248,219 | 23,477 | $ 81,443 | $ 13,067 | $ 790,209 | $ 519,384 | 23,018 | $ 198,220 | $ 2,560,012 |
| **FY 19 Average** | 23,157 | 141,721,265 | $ 703,451 | $ 4.89 | $ 239,513 | 22,642 | $ 76,042 | $ 12,604 | $ 765,640 | $ 500,957 | 22,194 | $ 191,607 | $ 2,413,772 |
| **FY 18 Average** | 22,199 | 148,299,683 | $ 717,639 | $ 4.75 | $ 229,309 | 21,696 | $ 74,396 | $ 12,079 | $ 732,055 | $ 479,581 | 21,257 | $ 168,141 | $ 2,338,804 |
| **FY 17 Average** | 21,118 | 130,754,905 | $ 573,655 | $ 4.34 | $ 203,156 | 20,629 | $ 63,715 | $ 11,495 | $ 715,618 | $ 454,144 | 20,208 | $ 160,807 | $ 2,118,875 |
| **FY 16 Average** | 20,144 | 122,786,371 | $ 498,547 | $ 4.03 | $ 181,657 | 19,695 | $ 57,931 | $ 10,977 | $ 700,667 | $ 432,333 | 19,276 | $ 154,242 | $ 1,978,423 |
| **FY 15 Average** | 19,002 | 114,382,217 | $ 448,375 | $ 3.89 | $ 165,892 | 18,592 | $ 52,152 | $ 9,481 | $ 621,465 | $ 381,931 | 18,171 | $ 146,989 | $ 1,774,134 |
| **FY 14 Average** | 18,188 | 130,473,575 | $ 524,615 | $ 3.93 | $ 157,676 | 17,824 | $ 54,495 | $ 9,082 | $ 575,219 | $ 347,744 | 17,409 | $ 141,544 | $ 1,755,881 |
| **FY 13 Average** | 17,461 | 127,259,667 | $ 498,872 | $ 3.84 | $ 147,519 | 17,146 | $ 49,939 | $ 8,749 | $ 516,957 | $ 308,223 | 16,745 | $ 96,329 | $ 1,576,649 |
| **FY 12 Average** | 16,898 | 119,790,894 | $ 443,102 | $ 3.64 | $ 135,767 | 16,620 | $ 44,904 | $ 8,477 | $ 459,863 | $ 271,187 | 16,213 | $ 93,307 | $ 1,411,702 |
| **FY 11 Average** | 16,415 | 105,824,267 | $ 343,916 | $ 3.24 | $ 118,519 | 16,175 | $ 36,560 | $ 7,621 | $ 427,041 | $ 247,677 | 15,724 | $ 90,746 | $ 1,235,520 |
| **FY 10 Average** | 15,932 | 109,564,150 | $ 325,559 | $ 2.94 | $ 104,065 | 15,673 | $ 32,792 | $ 7,243 | $ 375,098 | $ 210,202 | 15,216 | $ 88,351 | $ 1,110,519 |
| **FY 09 Average** | 15,325 | 109,776,358 | $ 316,943 | $ 2.84 | $ 96,801 | 15,261 | $ 30,993 | $ 7,060 | $ 350,002 | $ 195,507 | 14,806 | $ - | $ 966,313 |
| **FY 08 Average** | 14,934 | 112,497,657 | $ 326,578 | $ 2.86 | $ 90,607 | 14,742 | $ 28,423 | $ 12,328 | $ 309,562 | $ 163,141 | 14,274 | $ - | $ 930,639 |
| **FY 07 Average** | 14,345 | 111,387,042 | $ 310,964 | $ 2.74 | $ 83,528 | 14,099 | $ 26,133 | $ 10,755 | $ 257,067 | $ 137,350 | 13,634 | $ - | $ 825,795 |
| **FY 06 Average** | 13,420 | 108,202,296 | $ 291,748 | $ 2.66 | $ 73,332 | 13,109 | $ 23,924 | $ 9,694 | $ 233,797 | $ 109,441 | 12,668 | $ - | $ 741,937 |
| **FY 05 Average** | 12,259 | 99,314,970 | $ 220,166 | $ 2.24 | $ 63,148 | 14,096 | $ 18,767 | $ 7,304 | $ 209,495 | $ 80,757 | 13,687 | $ - | $ 599,637 |
| **FY 04 Average** | 11,160 | 106,031,112 | $ 223,285 | $ 2.10 | $ 57,886 | 13,782 | $ 17,891 | $ 4,312 | $ 189,435 | $ 70,582 | 13,393 | $ - | $ 563,392 |
| **FY 03 Average** | 10,241 | 90,622,843 | $ 190,558 | $ 2.09 | $ 54,239 | 12,914 | $ 15,965 | $ 2,836 | $ 179,169 | $ 66,118 | 12,546 | $ - | $ 508,886 |
| **FY 02 Average** | 9,538 | 86,506,417 | $ 179,109 | $ 2.06 | $ 51,377 | 12,233 | $ 15,237 | $ 2,865 | $ 175,727 | $ 62,666 | 11,891 | $ - | $ 486,982 |
| **FY 01 Average** | 8,968 | 75,203,817 | $ 161,137 | $ 2.13 | $ 49,015 | 11,670 | $ 14,113 | $ 2,386 | $ 169,540 | $ 59,883 | 11,363 | $ - | $ 456,075 |
| **FY 00 Average** | 8,943 | 76,589,060 | $ 161,036 | $ 2.10 | $ 46,920 | 11,171 | $ 11,686 | $ 2,411 | $ 163,674 | $ 57,273 | 10,868 | $ - | $ 442,999 |
| **FY 99 Average** | 8,402 | 66,329,874 | $ 137,536 | $ 2.07 | $ 44,676 | 10,637 | $ 10,510 | $ 2,168 | $ 156,069 | $ 55,530 | 10,537 | $ - | $ 406,489 |
| **FY 98 Average** | 8,014 | 63,130,217 | $ 135,586 | $ 2.15 | $ 42,754 | 10,180 | $ 10,520 | $ 2,445 | $ 153,575 | $ 52,226 | 9,910 | $ - | $ 396,835 |
| **FY 97 Average** | 7,631 | 62,277,745 | $ 130,853 | $ 2.10 | $ 41,003 | 9,763 | $ 9,892 | $ 2,373 | $ 146,976 | $ 50,743 | 9,629 | $ - | $ 381,841 |

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ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 4 to the Professional Services Agreement increasing the contract amount by $50,922.00 with HR Green, Inc. for Special Assessment Services and Construction Phase Services on the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive.

EXECUTIVE SUMMARY:

HR Green, Inc. completed the preliminary design, final design and construction phase services for the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive.

The scope of Amendment No. 4 includes the following items:

- **Final Special Assessment Services:** Preparing the Final Assessment Plat and Schedule documents was not included in original agreement and subsequent amendments.
- **Resident Observation:** Additional on-site observation was needed during a 4-month period from May through August 2022 to assist with utility relocations.
- **Design Change Order:** In the fall of 2023, City and consultant staff made observations and had

discussions with a property owner who raised concerns about drainage and the inability to farm property at the intersection of NE 36th Street and NE Fourmile Drive. This resulted in re-designing the grading and drainage and re-designing the fiber optic infrastructure in the area of concern. Additional efforts also included Resident Observation and coordination with the City and the property owner during the work.

- **Construction Survey:** Additional survey was provided during construction for the relocation of utilities in order to expedite relocations. Additional survey was also needed for the design change order detailed above.

The detailed scope of the additional professional services and corresponding fees are shown in the attached Amendment No. 4 to the Professional Services Agreement.

A copy of the Professional Services Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 are attached for reference.

It is recommended that the City Council approve Amendment No. 4 to the Professional Services Agreement with HR Green, Inc. in the amount of $50,922.00 for the NE 36th Reconstruction Project - I-35 to NE Fourmile Drive.

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FISCAL IMPACT: **No**

The NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive was included in the City of Ankeny's CIP.

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CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 4 to the Professional Services Agreement with HR Green, Inc. in the amount of $50,922.00 for the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive.

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The original Professional Services Agreement, attached for reference and approved on April 5, 2021, included preliminary design engineering services in the amount of $206,500.

Amendment No. 1, attached for reference and approved on November 1, 2021, authorized the continued use of HR Green, Inc. for final design engineering and letting services increasing the total contract amount to $571,500.

Amendment No. 2, attached for reference and approved on January 3, 2022 authorized the continued use of HR Green, Inc. for Preliminary Special Assessment Services and the development of the Interchange Operations Report (IOR) increasing the total contract amount to $655,500.

Amendment No. 3, attached for reference and approved on June 6, 2022, authorized the continued use of HR Green, Inc. for Construction Phase Services increasing the total contract amount to $1,024,400.00.

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PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

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## ADDITIONAL INFORMATION:

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## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Professional Services Agreement |
| 🗋 Amendment No. 1 |
| 🗋 Amendment No. 2 |
| 🗋 Amendment No. 3 |
| 🗋 Amendment No. 4 |

# PROFESSIONAL SERVICES AGREEMENT

**For**

**NE 36th Street Reconstruction**
**I-35 to NE Four Mile Drive**

City of Ankeny
Public Works Department
1210 NW Prairie Ridge Drive
Ankeny, IA, 50023
515-963-3520

Jason Lastovica, P.E., Project Manager
HR Green, Inc.
5525 Merle Hay Road
Suite 200
Johnston, IA, 50131
515-657-5263

April 5, 2021

## TABLE OF CONTENTS

1.0 PROJECT UNDERSTANDING

2.0 SCOPE OF SERVICES

3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

5.0 SERVICES BY OTHERS

6.0 CLIENT RESPONSIBILITIES

7.0 PROFESSIONAL SERVICES FEE

8.0 TERMS AND CONDITIONS

EXHIBIT A CITY OF ANKENY INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

EXHIBIT B HR GREEN BILLING RATE SCHEDULE (EFFECTIVE JANUARY 1, 2021)

EXHIBIT C NE 36TH STREET RECONSTRUCTION – PROJECT SURVEY LIMITS

THIS **AGREEMENT** is between the City of Ankeny (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## 1.0 PROJECT UNDERSTANDING

### 1.1 General Understanding

This project includes the design of the widening and pavement reconstruction of NE 36th Street from just east of I-35 to NE Four Mile Drive and traffic signal installations at the intersections of NE 36th Street at I-35 Southbound Ramps and NE Spectrum Drive to accommodate the projected increase in traffic and access needs associated with the Spectrum 36 Neighborhood Plan. This project is further described as follows:

- Removal of existing pavement;
- Excavation and preparation of existing subgrade;
- Construction of new pavement on new modified subbase with longitudinal subdrain;
- Construction of storm sewer systems;
- Pedestrian accessibility and bicycle accommodations improvements;
- Traffic signal, signing, and pavement marking improvements;
- Installation of sanitary sewer crossing of NE 36th Street.

### 1.2 Project Criteria and Assumptions

- The project will be let by means of a local letting, and the latest edition of Statewide Urban Design and Specifications (SUDAS) and City of Ankeny Supplemental Specifications will be applicable to the design.
- Computer Aided Design (CAD) will be performed using Bentley software applications.
- Design of proposed improvements to NE 36th Street will reference the Spectrum 36 Neighborhood Plan approved April 5, 2021 and associated traffic and drainage studies.
- Scope of Services as part of this AGREEMENT includes the services necessary to perform design survey, coordinate potential existing utility adjustments, coordinate facility interface with development stakeholders, prepare functional designs for alternative analysis, and develop a preliminary design based on a preferred alternative.
- Remaining design services, such as Geotechnical, Right-of-Way, Public Information Meeting, Final Design, and Bid Letting services, will be included in an AMENDMENT to this AGREEMENT or under a separate AGREEMENT.
- Project Management and Administration, Stakeholder Coordination, and Utility Coordination services will be provided for a duration of four (4) Months under this AGREEMENT. These services will be included with the above remaining design services in an AMENDMENT to this AGREEMENT, or under a separate AGREEMENT, to meet a project bid letting tentatively scheduled for January 2022.

## 2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform the following services:

- Phase 1.0 – Project Management and Administration
- Phase 2.0 – Stakeholder Coordination
- Phase 3.0 – Utility Coordination
- Phase 4.0 – Surveying and Mapping
- Phase 5.0 – Functional Design
- Phase 6.0 – Preliminary Design

Each of these Phases of engineering design services is described below.

## 2.1 Phase 1.0 – Project Management and Administration

COMPANY will perform the following project management and administration services to deliver the project.

### *2.1.1 Administration and Controls*

Prepare a Project Management Plan which includes communication protocols, schedule, work plan and a Quality Control Plan. COMPANY will monitor project progress in conformance with the Project Management Plan and design Quality Control reviews are completed in accordance with the Quality Control Plan.

### *2.1.2 Progress Reporting and Invoicing*

Prepare four (4) monthly invoices and progress reports which describe services complete for the period, effort anticipated in the next period, budget status, and any outstanding items critical to project delivery.

### *2.1.3 Communications and Meetings*

Participate in recurring phone and email correspondence with CLIENT for the four-month AGREEMENT duration.

Conduct one (1) internal project kick-off meeting and recurring internal coordination meetings with core team members to discuss project progress, schedule, and budget. COMPANY anticipates eight (8) formal internal project coordination meetings.

This task includes three (3) project status meetings with CLIENT – two (2) meetings during Functional Design and one (1) meeting during Preliminary Design. Meetings will involve two (2) representatives of COMPANY, to be held at either COMPANY's or CLIENT's location, or hosted by COMPANY online. COMPANY will prepare an agenda and distribute minutes for each meeting.

## 2.2 Phase 2.0 – Stakeholder Coordination

Participate in recurring phone and email correspondence and periodic coordination of design information with engineering professionals and representatives of the Spectrum 36 Neighborhood Plan development team, Polk County, and CLIENT.

### *2.2.1 Development Team Coordination*

This task includes periodic phone and email correspondence and two (2) coordination meetings with the Spectrum 36 Neighborhood Plan development team and CLIENT – one (1) meeting each during Functional Design and Preliminary Design. Meetings will involve two (2) representatives of COMPANY, to be held at either COMPANY's, CLIENT's, or development team's location, or hosted by either party online. COMPANY will document discussions and decisions to consider in development of Functional Design and Preliminary Design.

### *2.2.2 Iowa DOT Coordination*

Project includes new traffic signalization at the NE 36th Street and I-35 Southbound Ramps intersection. COMPANY will participate in periodic phone and email correspondence and coordination of design information with Iowa DOT and CLIENT and participate in one (1) online meeting during Preliminary Design. COMPANY will rely on CLIENT to coordinate the installation justification of the traffic signal with the Iowa DOT during Functional Design.

### *2.2.3 Polk County Coordination*

Project includes potential impacts to Polk County facilities, including NE 110th Avenue (City NE 36th Street) and NE 29th Street (City NE Four Mile Drive) and requires coordination with Polk County Public Works and CLIENT. COMPANY will participate in periodic phone and email correspondence and coordination of design information with Polk County Public Works Engineering Division and CLIENT and participate in two (2) coordination meetings – one (1) meeting each during Functional Design and Preliminary Design.

## 2.3 Phase 3.0 – Utility Coordination

### *2.3.1 Utility Identification*

COMPANY will coordinate with Iowa One Call to identify utilities within the project footprint which require notification. COMPANY will contact public and private utility owners of record to request current maps of facilities within the project area. COMPANY will review utility maps provided by facility owners for consistency with field locates.

### *2.3.2 Conflict Identification*

COMPANY will identify potential utility conflicts based on the surface locates provided by Iowa One Call service providers, utility survey of surface visible utility features, and Preliminary Design. COMPANY will provide copies of Preliminary Design Plans and will coordinate with utility companies to advise the utility companies of the nature and extent of the proposed improvements and potential conflicts. Utility relocation plan review is not included in this Scope of Services. COMPANY will review utility relocation plans and participate in periodic phone and email correspondence to coordinate relocations as part of an AMENDMENT to this AGREEMENT or as part of a separate AGREEMENT for Final Design.

### *2.3.3 Meetings*

COMPANY will conduct the following coordination meetings with facility owners. COMPANY will prepare an agenda and document discussions and decisions in meeting minutes and distribute minutes to participants.

- One (1) joint utility coordination meeting will be conducted at the conclusion of Preliminary Design.
- One (1) focus coordination meeting with MidAmerican Energy to discuss potential impacts to overhead electric lines.

### *2.3.4 Test Holes*

COMPANY will employ the services of a qualified Contractor to perform vacuum excavation to spot check existing underground utilities at the intersections of NE 36th Street and I-35 Southbound Ramps and NE 36th Street and NE Spectrum Drive at the conclusion of Preliminary Design. Vacuum excavation test holes will validate the horizontal location of mapped utilities for the purposes of finalizing the location of traffic signal poles. The Contractor will be required to independently coordinate with Iowa One Call to confirm the presence of utilities prior to vacuum excavation. The Contractor will be required to independently coordinate with Iowa DOT to obtain the appropriate permit(s) to perform vacuum excavation within I-35 exit ramp and entrance ramp right-of-way. This Scope of Services includes eight (8) vacuum excavation test holes.

## 2.4 Phase 4.0 – Surveying and Mapping

COMPANY will perform survey and mapping services for the project. Survey will include features within existing right-of-way and beyond the existing right-of-way to understand the terrain and existing features adjacent to existing roadway project limits. COMPANY shall provide survey generally described below and identified in EXHIBIT C.

- Along NE 36th Street (County NE 110th Avenue) from just west of the I-35 Southbound Ramps intersection to the NE Four Mile Drive (County NE 29th Street) intersection. (approximately 2,800 linear feet). Total cross section width is approximately 250 feet.
- Along NE 110th Avenue from the NE Four Mile Drive (County NE 29th Street) intersection east 1,000 linear feet. Total cross section width is approximately 250 feet.
- Along NE Four Mile Drive (County NE 29th Street) from the NE 36th Street (County NE 110th Avenue) intersection south 1,000 linear feet. Total cross section width is approximately 150 feet.
- Along NE 29th Street from the NE 36th Street (County NE 110th Avenue) intersection north 1,000 linear feet. Total cross section width is approximately 150 feet.

### *2.4.1 Surveying*

Right-of-Way and Parcel Mapping and Research

COMPANY will prepare a Bentley MicroStation CAD file with parcel lines based on publicly available GIS mapping. Parcel owner names will be obtained from Polk County public records and added to the CAD file for the purposes of plan preparation. Right-of-way lines will be shown according to Polk County records. Access control lines will be shown according to Iowa DOT records.

Right-of-Entry

Right-of-Entry is anticipated for adjacent parcels. Survey activities on private property are required. Right-of-entry will be coordinated and acquired by CLIENT.

Ground Control

Iowa Regional Coordinate System Zone 8 NAD83 (2011) and North American Vertical Datum of 1988 (NAVD88 GEOID12A) IA RTN US Survey Feet will be used. Narrative explaining how horizontal control points and vertical datum were determined will be prepared. This narrative will be included in the final plans. COMPANY will produce Reference Ties in Bentley MicroStation CAD format.

- *Horizontal Control* – Locate existing survey control points established along the roadways within the project area and adjacent Spectrum 36 Neighborhood development. Obtain section corner information from Polk County. Establish additional control points (minimum of 4) along the project extents as necessary. The additional control points will be referenced to physical features.

- *Vertical Control* – Locate existing benchmarks established along roadways within the project area and adjacent Spectrum 36 Neighborhood development. Existing benchmark and datum information will be provided by CLIENT. Establish additional benchmarks (minimum of 4) and elevations of control points.

Topographic Survey

Iowa DOT feature codes will be used for survey on the project and identify the following:

- Locate topographic features within the project limits. These items include trees, shrubs, fences, parking lots, retaining walls, signs, mail boxes, ground break lines etc.

- Locate streets, driveways, sidewalks, pedestrian curb ramps, curb and gutter, etc. Existing joints will be located near proposed pavement tie-in locations. The type of material shall be noted (e.g. concrete, asphalt, etc.).

- Locate storm sewer intakes, storm sewer manholes, driveway pipes, roadway cross culverts, sanitary sewer manholes, water valves, hydrants, traffic and fiber handholes, light poles, traffic signal poles, and cabinets.

Utility Survey

Field survey the horizontal locations of private utilities and public utility systems based on surface visible features (e.g. telephone pedestals, power poles, guy wires, electric transformer boxes, able television pedestals, light poles and luminaries, valves, utility accesses and vaults, etc.) and flags and marks by utility owners.

Intakes and manholes will be opened to measure the structure's dimensions (length, width, and depth); direction of flow and sizes of each pipe; the flow line elevations of each pipe; and to determine the types of structure and pipe materials.

Field Books

Field books will be prepared and describe typical field information associated with field conditions, control point and benchmark information, and unique topographic features. In addition to information and data typically included with survey field books, sketches of storm sewer structures, driveway pipes, and roadway cross culverts will include:

- Accurate identification of pipe sizes, shapes, flow lines, and materials.

- Location of casting(s) in relation to center of structure or walls.

- "Assessment of Condition" ("Good" / "Fair" / "Poor") for the structure and visible portions of connecting pipes, including identification of structure materials (e.g. concrete block, cast-in-place concrete, corrugated metal pipe, brick, etc.)

- Structure type identification (e.g. specific SW series (DOT/SUDAS)), if possible.

### *2.4.2 Mapping*

Base Mapping and Digital Terrain Modeling

A Base Map and Digital Terrain Model (DTM) will be used by COMPANY for the design of the proposed improvements.

- *Base Map* – Prepare a MicroStation CAD drawing that contains survey line-work, symbols, and drawings of features that were located as part of the topographic and utility surveys. Public and private utility locations will be based on surface visible features and locations marked by owners in the field in coordination with maps obtained from utility companies. The CAD drawing file will comply with Iowa DOT Design Manual protocols.

- *Digital Terrain Model* – Create a DTM to display ground contours at one-foot (major) and 0.2 foot (minor) intervals in the Base Map Contours Model. The DTM and base map will be used for the design of the proposed improvements.

## 2.5 Phase 5.0 – Functional Design

COMPANY will perform Functional Design services to evaluate two (2) ultimate functional designs from just east of I-35 to NE Four Mile Drive. One (1) interim build condition associated with each ultimate functional design will also be evaluated to determine feasible interim conditions should budgetary constraints prohibit construction of an ultimate functional design.

Ultimate Functional Design A

This functional design for NE 36th Street will include a horizontal alignment that generally follows the existing NE 36th Street centerline and balanced widening of the corridor to the north and south. Right-of-way from north and south properties would be anticipated along with utility adjustments along the south side of the corridor. Full buildout of the proposed functional design typical cross section would terminate at NE Four Mile Drive. Transition sections and segments of NE 29th Street, NE Four Mile Drive, and NE 110th Avenue would be anticipated.

- *Interim Condition A* – An interim condition will be evaluated that utilizes the base horizontal and vertical geometry of Ultimate Functional Design A. The east terminus of the project would likely be located just east of NE Spectrum Drive due to the traffic generated from the initial phase of the Spectrum 36 Neighborhood Plan. A determination by CLIENT will be made on the interim lane configuration, pedestrian and bicycle facilities, and a horizon year for recommended buildout of the ultimate functional design.

Ultimate Functional Design B

This functional design for NE 36th Street will include a horizontal alignment that shifts the existing NE 36th Street centerline north to minimize right-of-way acquisition and potential utility adjustments along the south side of the corridor. The centerline would shift south in alignment with the existing centerline approaching NE Four Mile Drive. Full buildout of the proposed functional design typical cross section would terminate at NE Four Mile Drive. Transition sections and segments of NE 29th Street, NE Four Mile Drive, and NE 110th Avenue would be anticipated.

- *Interim Condition B* – An interim condition will be evaluated that utilizes the base horizontal and vertical geometry of Ultimate Functional Design B. The east terminus of the project would likely be located just east of NE Spectrum Drive due to the traffic generated from the initial phase of the Spectrum 36 Neighborhood Plan. A determination by CLIENT will be made on the interim lane configuration, pedestrian and bicycle facilities, and a horizon year for recommended buildout of the ultimate functional design.

At the conclusion of Functional Design, a preferred alternative will be selected and carried forward into Preliminary Design. Work tasks to be performed by COMPANY as part of this Phase are described below.

### *2.5.1 Design Criteria and Constraints*

Develop the project design criteria based on SUDAS and other applicable sources with input from CLIENT. Identify constraints applicable to the project and consistent with the goals of the project. The following will be performed to document design criteria and constraints:

- Verify functional classification, design type, and design speed.
- Establish and evaluate geometric elements of the proposed improvements.
- Evaluate alternative section dimension requirements including lane width, cross slope, curb offset, parking area width and slope, and sidewalk and shared use path offsets, etc.
- Establish provisions for pedestrians with regards to pedestrian push button accessibility, sidewalk and curb ramp vertical elevations as required by PROWAG.
- Determine project areas to be closed to traffic and detour alternatives.
- Evaluate maintenance of pedestrian traffic during construction, including detours.
- Identify constraints such as utilities, right-of-way, trees, private infrastructure, drainage-related elements, sight distance, etc. that will influence the design.
- Confirm drainage design criteria.

Pavement design will not be performed. CLIENT will provide prescription for pavement, subbase, and subgrade materials and thicknesses to COMPANY.

### *2.5.2 Site Visit*

An initial site visit will be conducted to inventory and observe existing features. Site Visit will involve three (3) representatives of COMPANY.

### *2.5.3 Functional Design Roadway*

Roadway Typical Sections

Alternate typical sections for NE 36th Street will be evaluated to determine the appropriate width and longitudinal jointing layout of the roadway for each ultimate build condition and interim build condition. Typical section elements will include lane widths, curb and gutter sections, cross slope, and parking area width and slope, sidewalk width and location, utility locations, right-of-way width(s), and clear zone.

It is assumed ultimate functional design typical sections will generally be consistent with existing NE 36th Street sections west of NE Otter View Circle. No more than two (2) typical section alternatives for NE 36th Street will be evaluated for each ultimate functional design and interim build condition. One (1) widening and transition typical section for each of NE 110th Avenue, NE 29th Street, and NE Four Mile Drive will also be developed.

Roadway Plan and Profiles

Establish NE 36th Street horizontal alignment and vertical profile for each ultimate functional design based on the topographic survey, available NE 36th Street as-built information, right-of-way constraints, and Spectrum 36 Neighborhood development plans. Interim condition alignments and profiles will utilize ultimate functional design alignments and profiles to the extent practical. It is anticipated that transition alignments and profiles will be necessary to evaluate interim conditions within each ultimate functional design. Widening and transition lane geometry for each of NE 110th Avenue, NE 29th Street, and NE Four Mile Drive will also be developed.

Roadway Modeling and Cross Sections

Integrate NE 36th Street functional design horizontal alignments and vertical profiles, CLIENT approved typical cross sections, existing terrain, and proposed Spectrum 36 Neighborhood development surfaces to prepare functional design roadway model and cross sections. Cross sections will be created at 50-foot intervals and at geometric break points and transition points using Bentley MicroStation and Geopak OpenRoads software. Cross sections for each of NE Four Mile Drive, NE 110th Avenue, and NE 29th Street will also be developed.

Modeling and cross sections will be created for construction cost estimating and reference material for guidance during alternative review. Formal cross section exhibits, plan sheets, and scroll plots during Functional Design are not included in this Scope of Services.

### *2.5.4 Functional Design Drainage*

Based on desktop research of existing conditions, current runoff along NE 36th Street is discharged into roadside ditches situated on both the north and south sides of the existing road. These shallow ditches gently flow east toward the intersection with NE Four Mile Drive and NE 29th Street. From here, flows appear to turn south and flow along NE Four Mile Drive to a corrugated metal pipe approximately 2,000 feet south of NE 36th Street where flow crosses under NE Four Mile Drive from west to east, eventually reaching Deer Creek.

According to the Stormwater Management Report prepared by RDG for the Spectrum 36 development, it is the development team's intention to capture the pavement runoff from NE 36th Street and NE Four Mile Drive and route it into the Upper Detention Area basin near the SE corner of the Spectrum 36 development, ultimately flowing north to Otter Creek. The functional drainage design for the NE 36th Street project will consider this plan in drainage analysis.

COMPANY will perform a limited drainage area-based analysis to inventory existing hydrologic and hydraulic conditions and analyze any impacts of the proposed improvements on downstream property owners and to determine appropriate infrastructure sizing. Analysis will be in accordance with SUDAS Stormwater Management Criteria, City of Ankeny Supplemental Specifications, and CLIENT'S applicable codes and ordinances and reference the above stormwater report.

This task also includes developing one (1) technical memorandum documenting the existing conditions for stormwater flows, design methodology for draining the new road section and anticipated upstream development, along with other related recommendations to CLIENT.

### *2.5.5 Functional Design Exhibits*

COMPANY will prepare Functional Design Exhibits for each ultimate functional design and interim build condition for CLIENT review and comment. COMPANY will address one (1) round of CLIENT comments during the ***2.5.8 Functional Design Alternative Review*** task. The following sheets will be included in the Functional Design Exhibits submittal.

- Title Sheet and Location Map Sheet (A Sheets)
- Functional Design Roadway Typical Cross Sections (B Sheets)
- Functional Design Roadway Plan and Profile for NE 36th Street (D Sheets)
- Functional Design Roadway Plan and Profile for NE Four Mile Drive (E Sheets)
- Functional Design Roadway Plan and Profile for NE 110th Avenue (E Sheets)
- Functional Design Roadway Plan and Profile for NE 29th Street (E Sheets)

One (1) scroll plot of each ultimate functional design and interim build condition will also be prepared and submitted to support the ***2.5.8 Functional Design Alternative Review*** task.

### *2.5.6 Functional Design OPCC*

Determine quantities and bid items using the standard bid items provided by SUDAS and prepare Opinion of Probable Construction Costs (OPCC) for each ultimate functional design and interim condition to support the ***2.5.8 Functional Design Alternative Review*** task. Each OPCC will be based on estimated quantities for major construction items (e.g. removals, pavement, sidewalk, pedestrian ramps, traffic signals, storm sewer intakes, storm sewer pipes, etc.) and include an appropriate contingency for unidentified bid items.

### *2.5.7 Functional Design Field Review*

Review of ultimate functional design and interim build conditions at the project site with CLIENT to discuss key issues and design elements, including pavement reconstruction limits, drainage structure design, utility installations, pedestrian and bicycle facilities, and traffic signal improvements. The review will be held to support selection of a preferred alternative. It is assumed three (3) representatives of COMPANY will participate in the field review with CLIENT.

### *2.5.8 Functional Design Alternative Review*

COMPANY will collaborate with CLIENT to develop preferred alternative selection criteria. Each ultimate functional design and interim build condition will be evaluated based on the selection criteria and documented in one (1) technical memorandum. The technical memorandum will summarize existing conditions, proposed ultimate functional designs, interim build conditions, stormwater improvements, construction costs, and recommendation of a preferred alternative for continued project development.

### *2.5.9 Functional Design Quality Control Reviews*

Perform technical reviews in accordance with the project Quality Control Plan. Quality Control Reviews will be performed prior to the Functional Design Preferred Alternative milestone and interim milestone submittals for Functional Design Exhibits, Functional Design OPCC, and Functional Design Drainage technical memorandum. Technical reviews will be performed by the Project Manager and experienced professional engineers to check for accuracy of engineering design, feasibility of future improvements, constructability of any interim conditions and ultimate functional designs, and completeness of exhibits and technical memoranda.

## 2.6 Phase 6.0 – Preliminary Design

COMPANY will perform preliminary design services, including the preparation of preliminary design plans depicting the proposed improvements identified in the preferred alternative. The work tasks to be performed by COMPANY as part of this Phase are described below.

### *2.6.1 Preliminary Roadway*

Roadway Typical Sections

COMPANY will refine typical cross sections based on the ***2.5.8 Functional Design Alternative Review*** task for inclusion in the preliminary plans.

Roadway Plan and Profiles

COMPANY will refine horizontal alignments and vertical profiles based on the ***2.5.8 Functional Design Alternative Review*** task for inclusion in the preliminary plans.

Roadway Modeling and Cross Sections

COMPANY will integrate refined alignments and profiles, CLIENT approved typical cross sections, existing terrain, and proposed Spectrum 36 Neighborhood development surfaces to prepare a preliminary roadway model and cross sections for inclusion in the preliminary plans.

Cross sections will be created for NE 36th Street, NE Four Mile Drive, NE 110th Avenue, and NE 29th Street at 25-foot intervals and at geometric break points, transition points, entrance centerlines, storm sewer intakes, and pipe cross culverts using Bentley MicroStation and Geopak OpenRoads software.

### *2.6.2 Preliminary Drainage*

A preliminary storm sewer and drainage design will be developed, in accordance with SUDAS Stormwater Management Criteria, Standard Specifications, and City of Ankeny Supplemental Specifications. The storm sewer and drainage design will be based on drainage analysis performed during Functional Design. Storm sewer structure types, pipe sizes and lengths, culvert sizes and lengths, revetment sizing and quantities along with specific erosion control measures will be specified. Green Infrastructure BMPs are not included in this Scope of Services.

### *2.6.3 Preliminary Water Main and Sanitary Sewer*

The Spectrum 36 Neighborhood Plan development team is expected to design an extension of the existing 16 inch diameter water main along the north side of NE 36th Street for construction prior to the construction of this NE 36th Street Reconstruction project.

Construction of the water main designed by others is anticipated to occur in two phases – phase one includes construction east to NE Spectrum Drive and phase two includes construction from NE Spectrum Drive east to NE Four Mile Drive. COMPANY will coordinate with the Spectrum 36 Neighborhood Plan development team to locate the extension of the 16 inch diameter water main and associated appurtenances. Design of water main is not included in this Scope of Services.

COMPANY will design one (1) 12 inch sanitary sewer main crossing under NE 36th Street approximately 450 feet east of proposed NE Spectrum Drive. The new crossing will connect with a new 12 inch sanitary sewer main designed by the Spectrum 36 Neighborhood Plan development team. COMPANY will coordinate with the Spectrum 36 Neighborhood Plan development team to determine the location of the new crossing. Design of sanitary sewer main along NE 36th Street is not included in this Scope of Services.

### *2.6.4 Preliminary Intersection*

COMPANY will design intersections at NE Threshold Drive and NE Spectrum Drive based on approach lane geometry included in the Spectrum 36 Neighborhood Plan and associated traffic studies. New pedestrian facilities will be coordinated with task ***2.6.6 Preliminary Traffic Signal***.

Pedestrian facilities for intersections at I-35 Southbound Ramps, NE Threshold Drive, NE Spectrum Drive, and NE Four Mile Drive (County NE 29th Street) will be depicted in preliminary S Sheets. Preparation of L Sheets depicting detailed intersection geometry, staking, and jointing layouts are not included in this Scope of Services.

Modifications to the existing intersection geometry and pedestrian ramps at the intersection of NE 36th Street at I-35 Northbound Ramps is not included in this Scope of Services. Preparation of L Sheets will occur during Final Design as part of an AMENDMENT to this AGREEMENT or as part of a separate AGREEMENT.

NE 36th Street at I-35 Southbound Ramps

COMPANY anticipates the intersection of NE 36th Street at I-35 Southbound Ramps will be signalized. COMPANY will design new directional east-west pedestrian crossings with consideration of new traffic signalization. Design of a new directional north-south pedestrian crossing is not included in the Scope Services. Modifications to the existing intersection geometry is not included in this Scope of Services.

NE 36th Street at NE Threshold Drive

COMPANY anticipates the intersection of NE 36th Street at NE Threshold Drive will not be signalized. Develop the preliminary geometric layout for the intersection. Intersection geometric roadway and pedestrian facility designs will consider right-of-way constraints and impacts, drainage design, pedestrian facilities, existing and proposed utility locations, proposed Spectrum 36 Neighborhood Plan infrastructure and intersection approach lane geometry provided by CLIENT based on the Spectrum 36 Neighborhood Plan and associated traffic studies.

This intersection is expected to be the primary service exit for freight delivery and will be designed with a right-in / right-out condition. Intersection returns will be designed to accommodate a WB-67 design vehicle.

NE 36th Street at NE Spectrum Drive

COMPANY anticipates the intersection of NE 36th Street at NE Spectrum Drive will be signalized. Develop the preliminary geometric layout for the intersection. Intersection geometric roadway and pedestrian facility designs will consider right-of-way constraints and impacts, drainage design, pedestrian facilities, traffic signalization, existing and proposed utility locations, proposed Spectrum 36 Neighborhood Plan infrastructure and intersection approach lane geometry provided by CLIENT based on the Spectrum 36 Neighborhood Plan and associated traffic studies.

This intersection is expected to be the primary service entrance for freight delivery. Intersection returns will be designed to accommodate a WB-67 design vehicle.

NE 36th Street at NE Four Mile Drive / NE 29th Street

COMPANY anticipates the All-Way Stop Controlled (AWSC) intersection of NE 36th Street at NE Four Mile Drive / NE 29th Street will not be signalized. COMPANY will develop the preliminary geometric layout for the intersection. Intersection geometric roadway and pedestrian facility designs will consider right-of-way constraints and impacts, drainage design, existing and proposed utility locations, proposed Spectrum 36 Neighborhood Plan infrastructure and intersection approach lane geometry provided by CLIENT based on the Spectrum 36 Neighborhood Plan and associated traffic studies.

COMPANY will design a new north-south pedestrian crossing on the west side of the intersection of NE 36th Street at NE Four Mile Drive / NE 29th Street. The design will consider and accommodate future east-west pedestrian crossings and a future north-south pedestrian crossing on the east side of the AWSC intersection.

### ***2.6.5 Preliminary Private Drives and Entrances***

COMPANY will design NE 36th Street access locations for the proposed private drive east of NE Spectrum Drive and north of NE 36th Street and residential driveways and field entrances south of NE 36th Street. Horizontal alignment and vertical profile will be depicted on the NE 36th Street preliminary plan and profile D Sheets. Exact locations of access will be coordinated with stakeholders.

#### *2.6.6 Preliminary Traffic Signal*

NE 36th Street at I-35 Southbound Ramps

Design will involve modifications to the existing traffic signal system at the NE 36th Street and I-35 interchange. Design will include new traffic signal poles, handholes, signal heads, detection, and conduit and wiring at the NE 36th Street and I-35 Southbound Ramp terminal intersection. New pedestrian related equipment, including push buttons and pedestrian signal heads, is anticipated.

It is understood that CLIENT will provide traffic signal timing adjustments as necessary to the Contractor as part of the traffic signal turn-on process. Development of traffic signal phasing / timing tables is not included within this Scope of Services.

The traffic signal system design for NE 36th Street at I-35 Southbound Ramps will be based on the following assumptions:

- A wooden-pole/span wire traffic signal system is anticipated.
- A pole mounted traffic signal cabinet to be installed.
    - Alternative method to be determined is to operate both ramp terminal intersections from existing northbound ramp terminal intersection cabinet.
- Power service connection to be developed and coordinated with electric service provider (quadrant to be determined as part of design process).
    - Alternative method to be determined is to operate both ramp terminal intersections from existing northbound ramp terminal intersection cabinet.
- Pedestrian push buttons and pedestrian signal heads will be included on traffic signal poles in each of the quadrants.
- New stand-alone pedestrian push button and/or pedestrian signal poles is anticipated.
- New stock equipment will be used for proposed equipment.
- Design/or modification of fiber optic cable or other means of traffic signal system interconnect is anticipated.
    - Interconnect design will consist of design of conduit/handhole routing to tie into the existing fiber optic cabinet/conduit system along the south side of NE 36th Street.
    - Design will include the installation of fiber optic cable, tracer wire, and pull rope within dedicated 2 inch conduit pathway as necessary to tie-into the existing fiber optic cable.
    - Interconnect design will be at the outside plant fiber optic cable level.
    - Splicing and fiber optic termination documents will be needed and will be provided by CLIENT. It is anticipated that connection detail efforts will be completed as part of Final Design which will be included in an AMENDMENT to this AGREEMENT or a separate AGREEMENT.
- The signal design will also include supplemental traffic signs to be installed as part of the traffic signal system. This includes but is not limited to street name signs, turn arrow plaques, and pedestrian signs. It is assumed that all proposed traffic signal related signing will be removed and relocated by the Contractor as needed.
- Traffic counts and/or traffic capacity analysis from COMPANY will not be required.
- Design of temporary traffic signal plans is not anticipated and not included within this Scope of Services.

NE 36th Street at NE Spectrum Drive

Design will involve a new traffic signal system on NE 36th Street at NE Spectrum Drive. Design will include new traffic signal poles, handholes, signal heads, detection, conduit and wiring, and pedestrian pushbutton poles.

Approach lane geometry will be provided by CLIENT and based on the traffic analysis and studies prepared by the Spectrum 36 Neighborhood development team.

It is understood that CLIENT will provide traffic signal timing adjustments as necessary to the Contractor as part of the traffic signal turn-on process. Development of traffic signal phasing/timing tables are not anticipated and not included within this Scope of Services.

The traffic signal system design for NE 36th Street at NE Spectrum Drive will be based on the following assumptions:

- New traffic signal cabinet / controller (quadrant to be determined as part of design process).
- Power service connection to be developed and coordinated with electric service provider (quadrant to be determined as part of design process).
- Pedestrian push buttons and pedestrian signal heads will be included on traffic signal poles in each of the quadrants.
- New stand-alone pedestrian push button and/or pedestrian signal poles is anticipated.
- Traffic signal poles will be combination traffic signal / lighting galvanized steel poles.
- New stock equipment will be used for proposed equipment.
- Design/or modification of fiber optic cable or other means of traffic signal system interconnect is anticipated.
    - Interconnect design will consist of design of conduit/handhole routing to / from the existing traffic signal cabinet at the southwest quadrant of the intersection of NE 36th Street and I-35 Northbound Ramps to the new traffic signal cabinet at NE Spectrum Drive. Interconnect conduit/handhole route will also be installed to NE Four Mile Drive / NE 29th Street for future use.
    - Design will include the installation of fiber optic cable, tracer wire, and pull rope within dedicated 2 inch conduit pathway as necessary to tie-into the existing fiber optic cable.
    - Interconnect design will be at the outside plant fiber optic cable level.
    - Splicing and fiber optic termination documents will be needed and will be provided by CLIENT. It is anticipated that connection detail efforts will be completed as part of Final Design which will be included in an AMENDMENT to this AGREEMENT or a separate AGREEMENT.
- The signal design will also include supplemental traffic signs to be installed as part of the traffic signal system. This includes but is not limited to street name signs, turn arrow plaques, and pedestrian signs. It is assumed that all proposed traffic signal related signing will be removed and relocated by the Contractor as needed.
- Traffic counts and/or traffic capacity analysis from COMPANY will not be required.
- Design of temporary traffic signal plans is not anticipated and not included within this Scope of Services.

NE 36th Street at NE Four Mile Drive / NE 29th Street

COMPANY anticipates the All-Way Stop Controlled (AWSC) intersection of NE 36th Street at NE Four Mile Drive / NE 29th Street will not be signalized. Design of a traffic signal system for this intersection is not included in this Scope of Services.

NE 36th Street at NE Threshold Drive

COMPANY anticipates the right-in / right-out intersection of NE 36th Street at NE Threshold Drive will not be signalized. Design of a traffic signal system for this intersection is not included in this Scope of Services.

Site Visits

Two (2) site visits will be conducted specifically to support traffic signal design. These site visits will involve one (1) representative of COMPANY.

Traffic Signal Plans

COMPANY will prepare traffic signal plans for the intersections of NE 36th Street at I-35 Southbound Ramps and NE 36th Street at NE Spectrum Drive. The preliminary permanent traffic signal plans are anticipated to include:

- General notes and legend sheet (1 sheet)
- Traffic signal plan sheet (1 sheet per intersection)
- Fiber optic layout sheet (1 sheet per intersection)
- Conduit and wiring layout sheet (1 sheet per intersection)
- Typical details sheet (1 sheet)

The traffic signal layouts will include location of proposed traffic signal and pedestrian poles, vehicle and pedestrian signal heads, pedestrian push buttons, controller cabinet, conduit, and handholes.

The traffic signal wiring diagram callouts/annotations, fiber optic cable termination/splicing details/notes, traffic signal tabulations, special provision document and Public Interest Finding (PIF) memorandum will be completed as part of Final Design which will be included in an AMENDMENT to this AGREEMENT or a separate AGREEMENT.

### *2.6.7 Preliminary Construction Staging and Traffic Control*

Develop a preliminary construction staging plan and preliminary traffic control notes. Maintenance of vehicular traffic will be developed and analyzed, including detours due to any intersection or roadway segment closures being considered.

### *2.6.8 Preliminary Plans*

COMPANY will prepare Preliminary Plans (50%) for CLIENT review and comment. COMPANY will address one (1) round of CLIENT comments. Preparation of Check Plans (95%) and Final Plans (100%) for Bid Letting will be completed as part of an AMENDMENT to this AGREEMENT or as part of a separate AGREEMENT.

The following sheets will be included in the Preliminary Plans submittal.

- Title Sheet and Location Map Sheet (A Sheets)
- Preliminary Typical Cross Sections (B Sheets)
- Preliminary Quantities (C Sheets)
- Preliminary Plan and Profile for NE 36th Street (D Sheets)
- Preliminary Plan and Profile for NE Four Mile Drive (E Sheets)
- Preliminary Plan and Profile for NE 110th Avenue (E Sheets)
- Preliminary Plan and Profile for NE 29th Street (E Sheets)
- Survey and Mapping Information and Alignment Data (G Sheets)
- Preliminary Construction Staging and Traffic Control (J Sheets)
- Preliminary Storm Sewer Plan (M Sheets)
- Preliminary Traffic Signal Plan and Fiber Optic Layout (N Sheets)
- Preliminary Sanitary Sewer Plan (O Sheets)
- Preliminary Sidewalk Plans (S Sheets)

- Preliminary Cross Sections for NE 36th Street (W Sheets)
- Preliminary Cross Sections for NE Four Mile Drive (X Sheets)
- Preliminary Cross Sections for NE 110th Avenue (X Sheets)
- Preliminary Cross Sections for NE 29th Street (X Sheets)

#### *2.6.9 Preliminary Bid Items and OPCC*

Determine preliminary quantities and SUDAS bid items and prepare a preliminary Opinion of Probable Construction Cost (OPCC) for the project. The OPCC will be based on preliminary estimated quantities for major construction items and recent City of Ankeny bid tabs.

#### *2.6.10 Preliminary Field Review*

Review of Preliminary Plans at the project site with CLIENT to discuss key issues and design elements, including pavement reconstruction limits, drainage design, utility installations, pedestrian facility, and traffic signal improvements. The review will be held to identify necessary adjustments and items to be carried into Final Design as part of an AMENDMENT to this AGREEMENT or as part of a separate AGREEMENT. It is assumed three (3) representatives of COMPANY will participate in the field review with CLIENT.

#### *2.6.11 Preliminary Design Quality Control Reviews*

Perform technical reviews in accordance with the project Quality Control Plan. Quality Control Reviews will be performed prior to the Preliminary Plans milestone submittal by the Project Manager and experienced professional engineers to check for accuracy of engineering design, constructability of the project, and completeness of plans. This task includes time for COMPANY to coordinate comment resolution with CLIENT based on one (1) round of CLIENT review comments received following submittal of Preliminary Plans.

## 3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

### 3.1 Schedule

The following schedule includes estimated milestone dates for the Scope of Services included under this AGREEMENT. The schedule was prepared to include reasonable allowances for review and approval times required by CLIENT. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

| | |
|---|---|
| • Notice-to-Proceed | April 5, 2021 |
| • Functional Design Exhibits and OPCC | June 7, 2021 |
| • Functional Design Field Review | June 14, 2021 |
| • Functional Design Alternative Review | June 21, 2021 |
| • Preliminary Plans (50%) | July 19, 2021 |
| • Preliminary Design Field Review | August 2, 2021 |

The following schedule includes estimated milestone dates associated with Scope of Services that may be included under an AMENDMENT to this AGREEMENT, or under a separate AGREEMENT. The schedule below was prepared to identify key milestone dates that would fulfill the design stage of the NE 36th Street Reconstruction project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

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|---|---|
| • Amendment or Separate Agreement Execution | August 16, 2021 |
| • Public Information Meeting | August 31, 2021 |

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|---|---|
| • Check Plans (95%) | October 25, 2021 |
| • Final Plans (100%) | December 20, 2021 |
| • Order Construction | January 3, 2022 |
| • Bid Letting | January 25, 2022 |
| • Contract Award | February 7, 2022 |

## 3.2 Deliverables

The following deliverables are included with this Scope of Services.

- Functional Design Alternatives Exhibits
  - Electronic scroll plot file(s) in PDF format
  - Functional Design Roadway Typical Sections on 11" X 17" sheets in PDF format
  - Functional Design Plan and Profiles on 11" X 17" sheet in PDF format
- Functional Design Alternatives Opinion of Probable Construction Cost (OPCC)
- Functional Design Drainage Technical Memorandum
- Functional Design Preferred Alternative Technical Memorandum
- Preliminary Design Plans prepared on 11" X 17" sheets in PDF format
- Preliminary Design OPCC

## 4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

The following items are not included as part of this AGREEMENT:

- Public information meeting services
- Final design services
- Bid letting services
- Construction observation and administration services
- Construction survey and staking
- Stormwater detention design
- Right-of-Way and real estate services
- Geotechnical engineering services
- Traffic data collection
- Traffic volume forecasting
- Traffic operations/capacity/turn lane analysis and reports
- Street lighting design and photometric analysis
- Individual property owner coordination

Supplemental services not included in this AGREEMENT can be provided by COMPANY as part of the Final Design AMENDMENT, or under a separate AGREEMENT, if desired.

## 5.0 SERVICES BY OTHERS

COMPANY will rely on an independent Contractor for the following items:

- **2.3.4 Test Holes**

## 6.0 CLIENT RESPONSIBILITIES

COMPANY will rely on CLIENT for the following items:

- Right-of-Entry
- Traffic signal installation justification to Iowa DOT

- Relevant information from previous Polk County correspondence
- Information on proposed projects in the vicinity of this project
- Spectrum 36 Neighborhood Plan
- Spectrum 36 Neighborhood Plan traffic and drainage studies
- Selection of a Preferred Alternative
- Approval of proposed Preliminary Design improvements

## 7.0 PROFESSIONAL SERVICES FEE

### 7.1 Fees

The fee for services will be based on COMPANY standard hourly rates (EXHIBIT B) current at the time AGREEMENT is signed. Standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.

### 7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

### 7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

### 7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

### 7.5 Payment

CLIENT AGREES to pay COMPANY on a Time and Material basis with a Not-to-Exceed fee of $206,500 summed as follows:

| | |
|---|---|
| • Phase 1.0 – Project Management and Administration | $ 19,400 |
| • Phase 2.0 – Stakeholder Coordination | $ 8,600 |
| • Phase 3.0 – Utility Coordination | $ 11,300 |
| • Phase 4.0 – Surveying and Mapping | $ 18,200 |
| • Phase 5.0 – Functional Design | $ 71,000 |
| • Phase 6.0 – Preliminary Design | $ 78,000 |

The summary above is provided for information purposes. Fees for each Phase may be reallocated to other Phases based on project workflow.

## 8.0 TERMS AND CONDITIONS

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Indemnification

The COMPANY agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, the CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the COMPANY's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the COMPANY is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY, its officers, directors, employees and subconsultants (collectively, the COMPANY) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

Neither the CLIENT nor the COMPANY shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

8.26 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Jason Lastovica, P.E.
Author Name

Approved by:
Printed/Typed Name: David Maxwell, P.E.
Title: Practice Leader – Transportation Design Date: 3/29/2021

CITY OF ANKENY
Accepted by: Gary Lorenz
Printed/Typed Name: Gary Lorenz
Title: Mayor Date: 4.5.21

Attest: Denise L. Hoy
Printed/Typed Name: Denise L. Hoy
Title: City Clerk Date: 4.5.21

# EXHIBIT A

## City of Ankeny Insurance Requirements for Professional Services

1. HR Green, Inc. shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # __________ or Lease of premises at __________ or construction of __________.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit A.

6. All required endorsements to various policies shall be attached to Certificate of Insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit A.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

# Exhibit A

## A) COMMERCIAL GENERAL LIABILITY

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

a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
c) Include endorsement indicating that coverage is primary and non-contributory.
d) Include endorsement to preserve Governmental Immunity. (Sample attached).
e) Include an endorsement that deletes any fellow employee exclusion.
f) Include additional insured endorsement for:

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

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

## C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

| | |
|---|---|
| Coverage A | Statutory – State of Iowa |
| Coverage B | Employers Liability |

| | |
|---|---|
| Each Accident | $100,000 |
| Each Employee-Disease | $100,000 |
| Policy Limit-Disease | $500,000 |

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

## D) UMBRELLA LIABILITY $ 2,000,000

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

**E) PROFESSIONAL LIABILITY** $ 2,000,000

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

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

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

- Policy shall contain a waiver of subrogation against the City of Ankeny.

**F) CONTRACTOR'S ENVIRONMENTAL LIABILITY** $ 2,000,000

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

## Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

# EXHIBIT B

# HR GREEN

Billing Rate Schedule
Effective January 1, 2021

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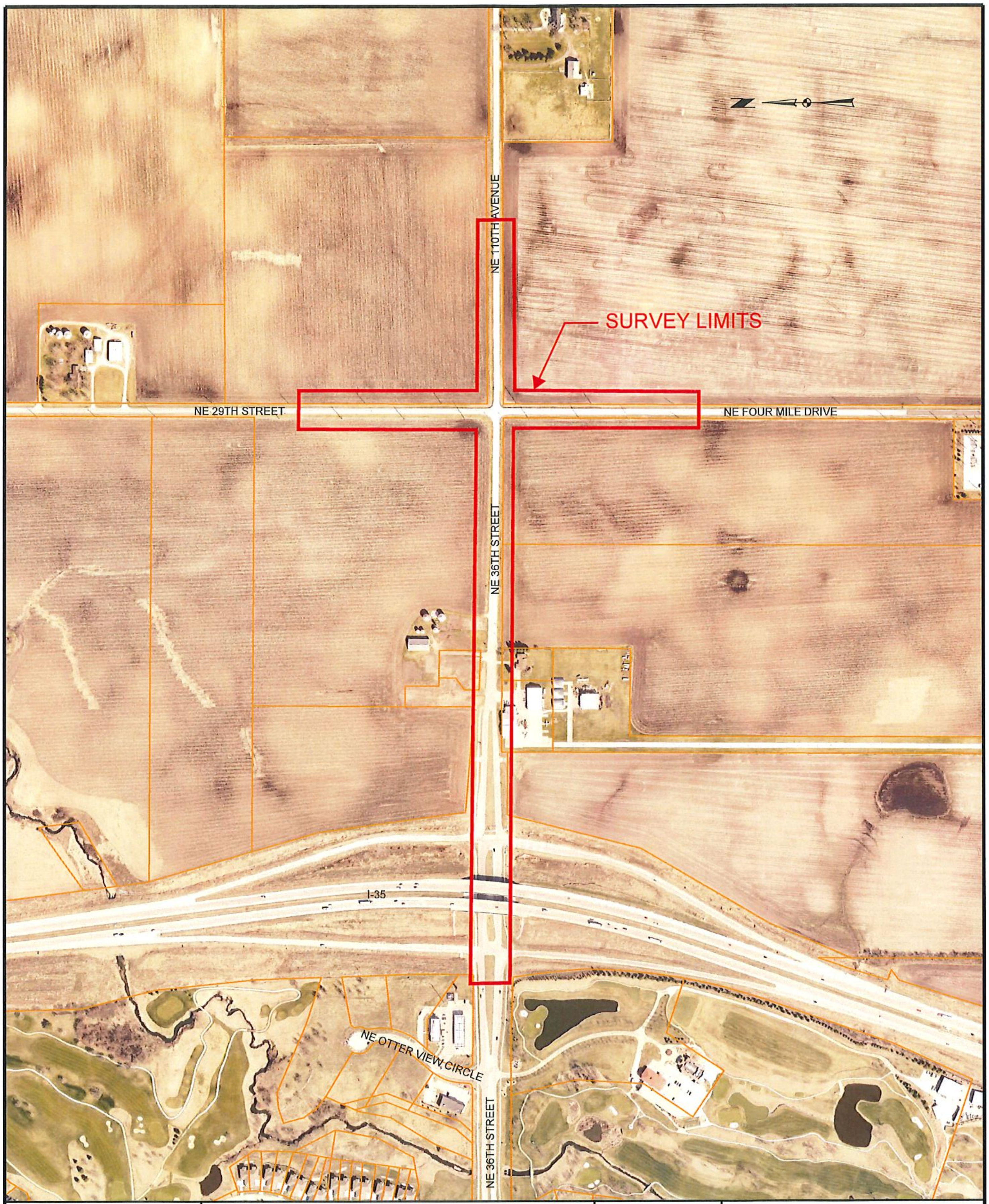
| **Professional Services** | **Billing Rate Range** |
|---|---|
| Principal | $215- $310 |
| Senior Professional | $195- $300 |
| Professional | $125- $200 |
| Junior Professional | $85- $145 |
| Senior Technician | $120- $160 |
| Technician | $75- $130 |
| Senior Field Personnel | $140- $205 |
| Field Personnel | $90- $170 |
| Junior Field Personnel | $75- $100 |
| Administrative Coordinator | $70-$115 |
| Administrative | $65- $100 |
| Corporate Admin | $80- $150 |
| Operators/Interns | $50- $120 |

**Reimbursable Expenses**

1. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of $0.85 per mile.


N
NE 110TH AVENUE
SURVEY LIMITS
NE 29TH STREET
NE FOUR MILE DRIVE
NE 36TH STREET
I-35
NE OTTER VIEW CIRCLE
NE 36TH STREET

city of Ankeny
bringing it all together

EXHIBIT C: NE 36TH STREET
RECONSTRUCTION -
PROJECT SURVEY LIMITS

0 FEET 300

HRGreen

# HR GREEN, INC.
# PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

THIS AMENDMENT, made this 1st day of November 2021 by and between, the City of Ankeny (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

## NE 36th Street Reconstruction – I-35 to NE Four Mile Drive

hereby amends the original Professional Services Agreement (AGREEMENT) dated April 5, 2021 as follows:

CLIENT and COMPANY agree to amend **2.0 SCOPE OF SERVICES** of the original AGREEMENT as follows:

## 2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform the following services as part of THIS AMENDMENT:

- Phase 1.0 – Project Management and Administration
- Phase 2.0 – Stakeholder Coordination
- Phase 3.0 – Utility Coordination
- Phase 7.0 – Right-of-Way and Easements
- Phase 8.0 – Land Acquisition Services
- Phase 9.0 – Geotechnical Services
- Phase 10.0 – Final Design
- Phase 11.0 – Bid Phase Services

The Scope of Services for Phase 4.0 – Surveying and Mapping, Phase 5.0 – Functional Design, and Phase 6.0 – Preliminary Design as part of the original AGREEMENT is considered complete and is not amended as part of THIS AMENDMENT. Each of the Phases of professional services included in THIS AMENDMENT listed above is further described below.

## 2.1 Phase 1.0 – Project Management and Administration

The Scope of Services for Phase 1.0 – Project Management and Administration as part of the original AGREEMENT is considered complete. COMPANY will perform the following Project Management and Administration services to deliver the project from the Preliminary Design milestone completed as part of the original AGREEMENT through the services included in THIS AMENDMENT. The tasks below are amended as stated.

### *2.1.1 Administration and Controls*

Revise Project Management Plan for Final Design and related services. COMPANY will monitor internal team and subconsultant project progress, communication protocols, schedule, and work plan in conformance with the Project Management Plan and design Quality Control reviews are completed in accordance with the Quality Control Plan.

### *2.1.2 Progress Reporting and Invoicing*

Prepare an additional six (6) monthly invoices and progress reports which describe services complete for the period, effort anticipated in the next period, budget status, and any outstanding items critical to project delivery.

### *2.1.3 Communications and Meetings*

Participate in recurring phone and email correspondence with CLIENT for the anticipated six -month duration of THIS AMENDMENT.

Conduct internal project progress meetings and recurring internal coordination with core team members to discuss project progress, schedule, and budget. COMPANY anticipates an additional twelve (12) formal internal project coordination meetings.

This task includes twelve (12) weekly check-in phone conferences between CLIENT and COMPANY project manager and an additional four (4) formal project status meetings with CLIENT. Project status meetings will involve two (2) representatives of COMPANY, to be held at either COMPANY's or CLIENT's location, or hosted by COMPANY online. COMPANY will prepare an agenda and distribute minutes for each project status meeting.

## 2.2 Phase 2.0 – Stakeholder Coordination

As part of THIS AMENDMENT, COMPANY will continue to participate in recurring phone and email correspondence and periodic coordination of design information with engineering professionals and representatives of the Spectrum 36 development team, Iowa DOT, Polk County, and CLIENT. The tasks below are amended as stated.

### *2.2.1 Development Team Coordination*

This task is amended to include periodic phone and email correspondence and two (2) coordination meetings with the Spectrum 36 development team and CLIENT. Meetings will involve two (2) representatives of COMPANY, to be held at either COMPANY's, CLIENT's, or development team's location, or hosted by either party online. COMPANY will document discussions and decisions to consider in development of Final Design.

### *2.2.2 Iowa DOT Coordination*

Project includes new traffic signalization at the NE 36th Street and I-35 Southbound Ramps intersection, modifications to signalization at the I-35 Northbound Ramps intersection, and temporary traffic control conditions within Iowa DOT right-of-way. COMPANY will participate in periodic phone and email correspondence and coordination of design information with Iowa DOT and CLIENT and participate in one (1) online meeting during Final Design.

Coordination, analysis, and documentation necessary to complete an Interchange Operations Report (IOR) is not included in THIS AMENDMENT Scope of Services.

### *2.2.3 Polk County Coordination*

Project includes impacts to Polk County facilities, including NE 110th Avenue and NE 29th Street (City NE Four Mile Drive) and requires coordination with Polk County Public Works and CLIENT. This task, included as part of the original AGREEMENT, is not considered complete. COMPANY anticipates completing the task as stated in the original AGREEMENT during Final Design.

## 2.3 Phase 3.0 – Utility Coordination

As part of THIS AMENDMENT, COMPANY will continue to identify utility owners present in the project vicinity and potential conflicts with proposed infrastructure and coordinate vacuum excavation test holes. The tasks below are amended as stated.

### *2.3.1 Utility Identification*

COMPANY previously coordinated with Iowa One Call as part of the original AGREEMENT to identify utilities within the project footprint which require notification. It was determined that one additional utility owner is in the project vicinity that was not identified during previous Iowa One Call coordination. COMPANY will contact the utility owner and request current maps and information related to the facilities within the project area. COMPANY will review utility maps provided by the facility owner for consistency with field observations.

### *2.3.2 Conflict Identification*

COMPANY will identify potential utility conflicts based on the surface locates provided by Iowa One Call service providers, utility survey of surface visible utility features, and Preliminary Design. COMPANY will continue to coordinate with utility companies to advise the companies of the nature and extent of the proposed improvements, potential conflicts, and resolution.

### *2.3.3 Meetings*

COMPANY will conduct the following additional coordination meetings with facility owners as part of THIS AMENDMENT. COMPANY will prepare an agenda and document discussions and decisions in meeting minutes and distribute minutes to participants.

- One (1) additional joint utility coordination meeting to discuss relocation plans.
- One (1) additional focus coordination meeting with MidAmerican Energy to discuss potential underground conversion, relocation plans, relocation schedule, and any necessary easements for MidAmerican Energy facilities.

### *2.3.4 Test Holes*

This task, included as part of the original AGREEMENT, is not considered complete. COMPANY anticipates completing the task as generally stated in the original AGREEMENT during the Final Design task.

### *2.3.5 Relocation Plan Review*

COMPANY will file franchise utility relocation plans, review relocation plans, and coordinate CLIENT relocation plan review. CLIENT will coordinate franchise utility relocation permitting.

## 2.7 Phase 7.0 – Right-of-Way and Easements

COMPANY will determine permanent right-of-way and permanent and temporary easement requirements for the project. COMPANY will partner with a subconsultant, Nilles Associates, Inc. (hereafter "NILLES") to perform right-of-way survey, right-of-way mapping, and prepare right-of-way plats and easement exhibits.

### *2.7.1 Right-of-Way Layout*

COMPANY will determine the proposed right-of-way and permanent and temporary easements necessary to construct, operate, and maintain existing and proposed CLIENT infrastructure. The right-of-way layout and easement limits will be displayed on H Sheets and included in the project plans for information only. COMPANY anticipates proposed right-of-way and easement determination on eight (8) properties.

### *2.7.2 Right-of-Way Survey and Mapping*

COMPANY will partner with NILLES to perform right-of-way survey and mapping for the project. The extent of the right-of-Way survey and mapping will be as necessary to establish existing right-of-way and easements and will be performed under the supervision of NILLES' Professional Land Surveyor licensed in the State of Iowa.

Right-of-Way Survey

Utilizing project control established by the COMPANY, NILLES shall provide right-of-way survey services generally described below.

- Research City and County records including right-of-way strip maps, subdivision plats, section corner ties and surveys and locate existing boundary corner monuments.
- Determine ownership of the properties affected by the project and establish property lines, right-of-way lines, section lines, and easements.
- Preliminary stake proposed right-of-way and easement acquisitions with lath.

NILLES shall provide right-of-way survey services within the limits generally described below.

- Along NE 36th Street from I-35 to the NE Four Mile Drive (County NE 29th Street) intersection.
- Along NE 110th Avenue from the NE Four Mile Drive (County NE 29th Street) intersection east along the north line of the Northwest Quarter of Section 8 – Township 80 North – Range 23 West.
- Along NE Four Mile Drive (County NE 29th Street) from the NE 36th Street (County NE 110th Avenue) intersection south along the west line of the Northwest Quarter of Section 8 - Township 80 North – Range 23 West.
- Along NE Four Mile Drive (County NE 29th Street) from the NE 36th Street (County NE 110th Avenue) intersection north along the east line of the Southeast Quarter of Section 6 – Township 80 North – Range 23 West.

Right-of-Way Mapping

Right-of-Way Survey will be mapped to establish existing right-of-way and easements under the supervision of NILLES' Professional Land Surveyor licensed in the State of Iowa.

- Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.
- Prepare necessary section corner certificates.
- Prepare CAD files in Bentley MicroStation with property lines, roadway right-of-way lines, section lines, and easements as shown on existing plats and other documents of record along with the land corner monuments and property pins located in the field.

### *2.7.3 Platting and Exhibits*

COMPANY will partner with NILLES to prepare proposed temporary construction easement exhibits and right-of-way and permanent easement plats and associated legal descriptions for use in acquiring property necessary to construct, operate, and maintain existing and proposed CLIENT infrastructure. The Scope of Services as part of THIS AMENDMENT includes:

- Up to six (6) Right-of-Way Plats and Legal Descriptions
- Up to eight (8) Permanent Easement Plats and Legal Descriptions
- Up to eight (8) Temporary Easement Exhibits

Acquisition plats and legal descriptions shall comply with the requirements of Iowa Code and will be certified by NILLES' Professional Land Surveyor preparing the documents.

### *2.7.4 Right-of-Way Quality Control Reviews*

Quality Control Reviews will be performed to verify existing and proposed right-of-way and easement lines; correctness of property owner information and legal descriptions; and accuracy and completeness of H Sheets, plats, and exhibits.

## 2.8 Phase 8.0 – Land Acquisition Services

COMPANY will partner with a subconsultant, JCG Land Services, Inc. (hereafter "JCG"), to provide acquisition support on eight (8) properties, including the one (1) Spectrum 36 property which is comprised of multiple platted lots. JCG will draft a Temporary Easement document for the Temporary Easement rights over the recently-platted development site. JCG and COMPANY will provide the easement documentation to CLIENT to directly coordinate with the property owner for execution. JCG assumes this easement will be dedicated for $0.00 or $1.00 and no Compensation Estimates or other documentation will be needed for the property being developed.

JCG will prepare compensation estimates, agreement documents, and parcel files for the remaining seven (7) properties. COMPANY and JCG will rely on CLIENT for preparation of fee title closing documents, acquisition payment processing and fulfillment of the real estate closing process. Closings, relocation assistance, and acquisition proceedings or condemnation support are not included in this Scope of Services.

### *2.8.1 Record of Property Ownership and Liens Certificate*

For acquisition purposes, a certified Record of Ownership and Liens report(s) will be obtained by JCG from a local abstractor and verified to identify all the owners, easements and encumbrances, judgments, mortgages, and other interest holders needed to obtain possession of the interests in land being acquired. A maximum cost of $500 per parcel for procuring the Certified Record of Ownership and Liens is included in this Scope of Services. Any additional costs for procuring Certified Record of Ownership and Liens are not included in this Scope of Services and will be considered a reimbursable expense.

### *2.8.2 Public Hearing*

If applicable, CLIENT will mail the Notice of Public Hearing and a Statement of Property Owner's Rights to all property owners and contract purchasers by regular mail not less than 30 days before the date of the hearing; and publish a notice of the public hearing at least four but not more than 20 days before the public hearing. Upon request, JCG will participate in the Public Hearing to explain the acquisition process.

### *2.8.3 Compensation Valuation*

JCG will prepare offers of compensation based upon current fair market value of similar property in the vicinity of the project. To adequately determine the fair market value of right-of-way sought to be acquired, JCG will search public records for comparable sales data for each land use type encountered for allocation of Just Compensation payments. JCG anticipates preparing one Compensation Estimate. JCG assumes three (6) appraisal products for the project. If the proposed acquisition for any additional parcels is above $10,000 and complicated, or estimated to exceed $25,000.00, JCG will recommend the services of an experienced Eminent Domain Appraiser to prepare the appraisal products for CLIENT. If requested, JCG will also recommend an experienced Eminent Domain Review Appraiser to complete the valuation process. The CLIENT shall approve the Review Appraiser's allocation of value to be offered to the affected property owner(s) as Just Compensation for the acquisition of each parcel. The costs for procuring appraisal and reviewing appraisal reports is included in this Scope of Services.

### *2.8.4 Negotiations and Acquisition Process*

Forms of transfer documents and purchase agreements will be submitted to CLIENT for approval and acceptance. JCG shall make a good faith effort to negotiate the purchase of the land, or interests in the land, needed for the project. JCG shall make contacts with the property owner, tenant, and/or their legal representative to explain the effect of the acquisition, answer questions, and make a written offer to acquire the property. If an agreement cannot be reached with a property owner through good faith negotiations, JCG shall consider any evidence of value or an appraisal provided by the landowner; report landowner counteroffers; and/or make a recommendation whether a settlement should be attempted at an amount other than that previously offered. No action shall be taken based on such recommendations until it has been approved by the CLIENT.

Negotiations shall be considered complete upon occurrence of one of the following:

- Both the owner and tenant accept the offer or an administrative settlement.
- Either the owner or tenant fails or refuses to sign the offer or administrative settlement.
- In the judgment of CLIENT, negotiations have reached an impasse.

JCG may enter extended negotiations (meetings beyond four unsuccessful attempts) upon request of CLIENT or Acquiring Authority. Time associated with extended negotiations will be tracked on a time and material basis and may require an additional amendment to the original AGREEMENT. Design changes during negotiations that necessitate duplications of efforts and/or lead to extended negotiations will also be tracked on a time and materials basis and may require an additional amendment to the original AGREEMENT. For each parcel on which negotiations have reached an impasse or that cannot be acquired by negotiated agreement, JCG shall deliver as much of the file to CLIENT as necessary for CLIENT's attorney, or the Acquiring Authority's attorney, to begin preparations for the condemnation of the parcel.

### *2.8.5 Closing Process*

Upon completion of the acquisition of right of way, JCG will organize and verify data for each parcel file's closing and payment process and return the parcel file data to CLIENT for payment processing and the closing process. The completed file will contain originals of all executed conveyance documents, a signed W-9 form, and, if necessary, an Allocation of Proceeds statement directing the split of payment(s) to be made.

### *2.8.6 Condemnation Support*

In the event condemnation should become necessary, JCG will provide parcel file documents and information necessary for CLIENT's attorney, or the Acquiring Authority's attorney, or other attorney, to file the Application for Condemnation. If requested, (under a separate time and materials amendment to the original AGREEMENT) JCG will attend necessary meetings in support of the condemnation proceeding and/or appear as an expert witness at the condemnation hearing. In addition to the items contained in **Phase 8.0 – Land Acquisition Services** in THIS AMENDMENT, JCG will also provide additional support and administrative services as requested by CLIENT's attorney in support of the condemnation process on a case by case basis.

## 2.9 Phase 9.0 – Geotechnical Services

COMPANY will partner with a subconsultant, Terracon Consultants, Inc. (hereafter "TERRACON"), to perform geotechnical field explorations, laboratory testing, and engineering analyses necessary to provide pavement thickness, subgrade treatment, earthwork operations, and subsurface drainage recommendations. TERRACON will provide a Geotechnical Engineering Report summarizing existing conditions, engineering analyses, and recommendations.

### *2.9.1 Field Exploration*

TERRACON will layout borings and obtain ground surface elevations at each boring location using a survey level and rod in reference to the nearest benchmark(s). COMPANY will validate elevations based on existing terrain data. The location and number of borings is summarized below:

| Planned Location | Number of Borings [1, 2] | Planned Boring Depth (BGS) [3, 4] | No. of Pavement Cores |
|---|---|---|---|
| NE 36th Street | 5 | 10 to 15 feet | 5 |
| NE Four Mile Drive (County NE 29th Street) | 2 | 10 feet | 2 |

1. See Exhibit D for site location. See Exhibit E for anticipated exploration plan.
2. Number of pavement penetrations created by our exploration crew will be dependent on obtaining an adequate volume of material. If additional material is needed for our laboratory testing, additional pavement penetrations will be obtained in adjacent pavement areas, as needed.
3. BGS = below existing ground surface.
4. Although not anticipated for the proposed boring depths, borings may be terminated at shallower depths if relatively dense material is encountered.

Subsurface Exploration Procedures

TERRACON will obtain a sample of the pavement material with a diamond-tipped core barrel, and will observe approximate aggregate base material thicknesses, if present. The existing pavement components and approximate thickness will be measured with a tape along the side of the pavement penetration. TERRACON plans to advance the borings with a drilling rig using continuous flight solid-stem augers. Four samples are planned to be obtained in each boring. Soil sampling will be performed using thin-wall tube and/or split-barrel sampling procedures. The samples will be placed in appropriate containers and taken to the laboratory for testing under the direction of a project engineer. Water level observations will generally be completed during and immediately after drilling.

The TERRACON exploration team will prepare field logs as part of the drilling operations, which will include sampling depths, penetration distances, and other sampling information. These field logs will include visual descriptions of the materials encountered during drilling and the driller's interpretation of the subsurface conditions between samples.

Site Access

Proposed boring locations are situated within existing roadway right-of-way and easements. Should the proposed locations shown in Exhibit E be moved to private property at the request of CLIENT, TERRACON will rely on CLIENT to coordinate right-of-entry to the site with adjacent property owners. TERRACON will obtain the necessary work in roadway right-of-way permits with City of Ankeny, Iowa DOT, or Polk County in order to complete field exploration services.

Traffic Control

TERRACON will retain a traffic control subcontractor to facilitate drilling and coring for this project. The costs for implementing traffic control measures in accordance with FHWA Manual on Uniform Traffic Control Devices (MUTCD) such as signs, traffic cones, and flaggers, as needed to protect the travelling public and TERRACON's work area(s) are included in THIS AMENDMENT.

Ground Disturbance

TERRACON will take reasonable efforts to reduce damage to properties. However, it should be understood that in the normal course of field exploration, disturbance could occur (e.g., muddying the ground surface, penetrations through pavements, etc.). THIS AMENDMENT Scope of Services does not include services associated with repair of existing landscapes or pavements to existing conditions and is limited to backfilling and patching of boreholes.

Boreholes will be backfilled with sand after their completion and capped with sack-mixed concrete. Excess auger cuttings will be dispersed in the adjacent ditches. Because backfill material often settles below the surface after a period of time, TERRACON recommends the boreholes be checked periodically and backfilled by CLIENT, if necessary. TERRACON can provide this service or grout the holes as part of a separate AMENDMENT.

Safety

TERRACON assumes there are no environmental concerns at this project site that would create health or safety hazards associated with the exploration program. Standard OSHA Level D Personal Protection Equipment (PPE) is considered appropriate for the exploration program. **Phase 9.0 – Geotechnical Services** does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on boring logs and summarized in the Geotechnical Engineering Report.

TERRACON will submit a ticket request through Iowa One-Call for utility location services. The number or location of proposed borings may deviate from Exhibit E based on the locations of utilities marked by Iowa One-Call service providers. TERRACON will not proceed with borings until locations have been marked by Iowa One-Call service providers. **Phase 9.0 – Geotechnical Services** does not include subsurface exploration.

### *2.9.2 Laboratory Testing*

TERRACON will review field data and assign various laboratory tests to better understand select engineering properties of various strata. The anticipated laboratory tests for this project include:

- Visual – Manual Description of Soils
- Water Content
- Unit Weight
- Unconfined Compressive Strength
- Atterberg Limits

The laboratory testing program includes examination of soil samples. Based on the material's texture and plasticity, TERRACON will describe and classify the soil samples in general accordance with the Unified Soil Classification System (USCS).

### *2.9.3 Geotechnical Engineering Report*

Results of ***2.9.1 Field Exploration*** and ***2.9.2 Laboratory Testing*** will be reviewed and summarized by a professional engineer in a Geotechnical Engineering Report. The Geotechnical Engineering Report will include the following:

- Boring logs with field and laboratory data.
- Stratification based on visual soil descriptions.
- Groundwater levels observed during and after the completion of drilling.
- Site Location and Exploration Plan.
- Subsurface exploration procedures.
- Description of subsurface conditions.
- Earthwork construction, including:
    - Site preparation.
    - Considerations for existing fill soils.
    - Shrink-swell soil design considerations, if applicable.
    - Cut and fill construction.
    - Excavation and backfill.
    - Suitability of existing on-site soils for use as structural fill.
    - Structural fill compaction criteria.
- Pavements recommendations, including:
    - Subgrade preparation.
    - Subsurface drainage.

## 2.10 Phase 10.0 – Final Design

Upon CLIENT's acceptance of the Preliminary Plans comment resolution, COMPANY shall subsequently proceed with **Phase 10.0 – Final Design**. The services to be performed by COMPANY as part of this Phase are described below.

### *2.10.1 Final Roadway*

A final roadway design will be developed based on the design developed during the Preliminary Design phase and CLIENT directed modifications to NE Four Mile Drive. Design will be in accordance with SUDAS Standard Specifications and City of Ankeny Supplemental Specifications. The final roadway design will include the primary components:

Roadway Typical Sections and Details

Refine proposed typical sections (B Sheets) from the Preliminary Plans to reflect roadway widths, turn lane limits, sidewalk construction limits, roadside design, and final ditch designs. Typical details will also be finalized and included in the B Sheets. Modifications to the NE Four Mile Drive corridor typical sections will include incorporating an urban curb and gutter section Street in place of the rural section depicted in the Preliminary Plans for the segment north of NE 36th.

Roadway Plan and Profiles

Roadway profiles will be optimized based on coordination of final Spectrum 36 development surfaces; consideration of adjacent properties; design of final storm sewer structure depths; and culvert sizes and required cover.

Horizontal alignments are considered complete and modifications of horizontal alignments are not included in the Scope of Services for THIS AMENDMENT.

Final horizontal alignment, vertical profile, and other information pertinent to roadway grading and paving, such as ditch grades and future construction, will be depicted on the D and E Sheets.

Roadway Modeling and Cross Sections

COMPANY will integrate final horizontal alignments and refined profiles, CLIENT approved typical cross sections, existing terrain, and proposed Spectrum 36 development surfaces to prepare the final roadway models and cross sections for inclusion in the plans. Modifications to the NE Four Mile Drive corridor and cross sections will include incorporating an urban curb and gutter section Street in place of the rural section depicted in the Preliminary Plans for the segment north of NE 36th.

Cross sections (W Sheets and X Sheets) will be created for NE 36th Street (NE 110th Avenue) and NE Four Mile Drive (NE 29th Street) Street at 25-foot intervals and at geometric break points, transition points, entrance centerlines, storm sewer intakes, and pipe cross culverts using Bentley MicroStation and Geopak OpenRoads software. Cross sections will be the basis for earthwork computations.

Roadway Geometrics and Jointing

COMPANY will prepare a final geometric and jointing plan for the complete project due to the frequent changes in typical sections. Roadway cross slopes, taper transition points, limits of curbs, shoulder transitions, and a jointing layout will be depicted on L Sheets.

### *2.10.2 Final Drainage*

A final storm sewer, culvert layout, and drainage design will be developed, in general accordance with SUDAS Stormwater Management Criteria, Standard Specifications, and City of Ankeny Supplemental Specifications. The design will be based on drainage analysis and design and coordination with the Spectrum 36 development team performed during Functional Design and Preliminary Design. The final drainage design will include the primary components:

Storm Sewer and Subdrains

Storm sewer optimization using Bentley Geopak Drainage for NE 36th Street design depicted in the Preliminary Plans. In addition, storm sewer will be designed for NE Four Mile Drive north of NE 36th Street to a point approximately 400 feet north of NE 36th Street. COMPANY anticipates storm sewer system outlet north of NE 36th Street shown in the Preliminary Plans will be modified to outlet near the future location of the Upper Pond identified in the Spectrum 36 Stormwater Master Plan.

Storm sewer computations with be validated with independent manual calculations. Storm sewer structure types, pipe sizes and lengths, and outlet revetment will be specified on M Sheets. Green Infrastructure BMPs are not included in the Scope of Services for THIS AMENDMENT.

Final subdrain layout, including cleanouts and outlets will be depicted on the M Sheets.

Culverts and Ditches

Analysis of existing and proposed overland flow, ditch conveyance, and storage conditions near the intersection of NE 36th Street and NE Four Mile Drive using XP-SWMM stormwater modeling software. The XP-SWMM model is not intended to recreate the ultimate buildout results from the Spectrum 36 Stormwater Master Plan. The model will rely on the data provided in the Spectrum 36 Stormwater Master Plan to perform an independent analysis of a proposed, interim condition. Analysis will be utilized in providing final proposed condition recommendations for ditch conveyance, cross culvert sizing and arrangement, and flow control and conveyance near the intersection.

Ditches grades, culvert structure types, sizes and lengths, and revetment measures will be specified on D Sheets and M Sheets. Ditch sections and culvert longitudinal profiles will be depicted in the cross sections (X Sheets).

### *2.10.3 Final Water Main and Sanitary Sewer*

COMPANY will finalize the sanitary sewer crossing developed during Preliminary Design and prepare a water main crossing for consideration of new City of Ankeny potable water service and distribution south of NE 36th Street.

Water Main

The Spectrum 36 development team is expected to design an extension of the existing 16 inch diameter water main along the north side of NE 36th Street for construction prior to the construction of this NE 36th Street Reconstruction project. Construction of the water main designed by others will be shown on the roadway plan and profiles sheets (D Sheets) and proposed water main layout sheets (O Sheets).

COMPANY will coordinate with the Spectrum 36 development team to locate the extension of the 16 inch diameter water main and associated appurtenances and prepare the layout of one (1) 10 inch crossing near the NE Spectrum Drive intersection. Layout will be shown on O Sheets. Design of longitudinal water main along the NE 36th Street corridor is not included in this Scope of Services.

Sanitary Sewer

COMPANY will finalize the design of one (1) 12 inch sanitary sewer main crossing under NE 36th Street approximately 450 feet east of proposed NE Spectrum Drive. The new crossing will connect with a future 12 inch sanitary sewer main designed by the Spectrum 36 development team. COMPANY will coordinate with the Spectrum 36 development team to determine the location of the new crossing. Design of longitudinal sanitary sewer main along NE 36th Street is not included in this Scope of Services.

### *2.10.4 Final Intersections and Sidewalks*

COMPANY will prepare final intersection and sidewalk layouts for the project. Plans will include intersection specific layouts and longitudinal sidewalk layouts west of NE Threshold Drive and between the NE Threshold Drive and NE Spectrum Drive intersections. The interface of sidewalks will be coordinated with the Spectrum 36 development team.

Geometrics, Staking, and Jointing

Determine final pavement elevations, curb return profiles, and jointing details at the NE Threshold Drive, NE Spectrum Drive, and NE Four Mile Drive intersections. Intersection geometrics, staking, and jointing will be shown on L Sheets.

Sidewalks and Pedestrian Curb Ramps

Refine the design for the sidewalk and pedestrian curb ramps developed during the Preliminary Design phase. Verify compliance with the current "Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way" (PROWAG) and SUDAS design standards. Determine the final geometrics, running slopes, cross slopes, landing areas, and elevations for sidewalk and pedestrian curb ramps along with coordinating the locations and elevations of pedestrian push buttons. Intersection sidewalk and curb ramp layouts and calculations will be shown on S Sheets.

Longitudinal sidewalk layouts will be prepared west of NE Threshold Drive and between the NE Threshold Drive and NE Spectrum Drive intersections along the north side of NE 36th Street and between the field and commercial entrances along the south side of NE 36th Street where sidewalks are anticipated to deviate from the typical section horizontal and vertical location. Sidewalk layouts will be shown on S Sheets.

### 2.10.5 Final Private Drives and Entrances

COMPANY will design NE 36th Street access locations for the proposed private drive east of NE Spectrum Drive and north of NE 36th Street and residential driveways and field entrances south of NE 36th Street. COMPANY assumes five (5) driveways and entrances will be included in the plans. Horizontal alignment and vertical profile will be depicted on the NE 36th Street preliminary plan and profile D Sheets. Exact locations of access will be coordinated with stakeholders.

### 2.10.6 Final Traffic Signal

This task includes the preparation of final traffic signal plans for three intersections:

- NE 36th Street at I-35 Southbound Ramp Terminal
- NE 36th Street at I-35 Northbound Ramp Terminal
- NE 36th Street at NE Spectrum Drive

COMPANY will refine the traffic signal design plans, developed during the Preliminary Design phase. Determine final traffic signal locations, wiring, and pedestrian accommodations and develop vehicle detection sheets. The plans will include the installation of single-mode fiber optic cable from the intersection of NE 36th Street and NE Delaware Avenue to the intersection of NE 36th Street and NE Four Mile Drive.

It is anticipated that the modifications to the I-35 Northbound Ramp Terminal traffic signal system will occur during off-peak / weekend hours and a temporary traffic signal system will not be necessary. Modifications to the traffic signal due to temporary traffic control and construction staging will be included plans.

The design of a temporary traffic signal system for any of the project intersections is not anticipated and not included in this Scope of Services. A Public Interest Finding (PIF) memo is not anticipated as part of the Scope of Services due to local funding being utilized for the project.

COMPANY will coordinate with the local utility company on power supply to the traffic signal systems. COMPANY anticipates utilizing the same power service location for existing signalized locations. New Power service is anticipated for signal system at the NE Spectrum Drive intersection. Use of existing cabinet / power service is anticipated for the I-35 Southbound Ramp Terminal intersection. Power service coordination will remain at a high level with the intent that the Contractor will be responsible for final power service coordination details.

It is understood that CLIENT will provide traffic signal timing values as necessary to the Contractor as part of the traffic signal turn-on process; thus the development of traffic signal timing tables are not anticipated and not included within this Scope of Services. COMPANY will develop initial timing and signal phasing tables for inclusion on the plans.

### 2.10.7 Final Street Lighting

Develop a street lighting layout based on MidAmerican Energy's standard street lighting equipment to accommodate the reconstruction of the project area. COMPANY anticipates a street lighting layout with alternating north and south pole locations along the NE 36th Street corridor. The lighting layout will include luminaires located on top of the traffic signal structures at each corner of the signalized intersection of NE Spectrum Drive. Intersection lighting at the unsignalized intersection of NE Four Mile Drive will also be included.

COMPANY will perform a photometric analysis, per City of Ankeny lighting policy, to calculate and illustrate the resulting illumination of the layout. Finalize the wattage, mounting height, and location of lighting poles based on the standard street lighting equipment and structures typically supplied by MidAmerican Energy and City of Ankeny's roadway illumination policy.

Street lighting layout sheets (P Sheets) will be included in the plans for information only. Plans will include a station / offset table for street light locations. Final street lighting layout will be used as the basis for MidAmerican Energy to perform final design of the street lighting system and develop a cost proposal to construct the street lighting system within the project area. CLIENT will review and approve the photometric analysis and final lighting layout for MidAmerican Energy design and construction.

### *2.10.8 Final Construction Staging and Traffic Control*

Refine the construction staging, maintenance of access plans and traffic control plan developed during Preliminary Design. Maintenance of vehicular traffic will be finalized, including detours due to any intersection or roadway segment closures being considered. This task includes layout of temporary traffic control devices in accordance with CLIENT standards and FHWA MUTCD.

The final plans will include provisions for managing access to the Spectrum 36 development site and to affected properties during construction. On-site temporary accessways will be included on F Sheets and include geometric, staking, and elevation data necessary to construct the temporary accessway.

This task also includes layout of permanent pavement markings and small sign assemblies in the J Sheets in accordance with CLIENT standards and the FHWA MUTCD.

### *2.10.9 Final Erosion Control and Seeding*

Finalize locations and types of temporary and permanent erosion control measures to be used on the project. Indicate location of devices and areas to be seeded.

### *2.10.10 Special Layouts and Details*

COMPANY will prepare special layouts and details on U Sheets for the following:

Removal Plan

COMPANY will prepare a separate removal plan to depict removal of existing pavements, drainage structures, entrances, sidewalks, signs, and similar infrastructure.

Existing Utilities Mapping

Existing Utilities Mapping (for information only) will be based on utility survey of surface visible utility features, Iowa One Call locates, and test holes performed as part of task ***2.3.4 Test Holes***.

Proposed Utilities Mapping

Proposed Utilities Mapping (for information only) will be based on relocation plans prepared by utility owners.

Plan and Profile for Joint Utility Trench

COMPANY will prepare a typical detail and plan and profile for a Joint Utility Trench along the south side of NE 36th Street. Typical detail will include proposed trench dimensions, depths, and potential utility owner assignments for conduits to be included in the trench.

Plan and profile will depict the horizontal location and vertical profile of the Joint Utility Trench. The trench will be located between front of sidewalk and back of curb. Existing ground and proposed surface elevations will be shown in the profile.

Special Structure Details

COMPANY anticipates an optimized storm design that utilizes the existing intake structure at STA 88+82 (structure S-03) and pipe P-03. One (1) special detail will be prepared that indicates modifications to the structure that includes new pipe penetrations and top slab below the proposed surface.

### *2.10.11 Final Plans*

COMPANY will prepare Pre-Final Plans (75%) for a CLIENT over-the-shoulder (OTS) review session. The Pre-Final Plans will include primary design elements for review and comment prior to COMPANY finalizing plans and specifications for the bid-ready Check Plans (95%) submittal. The following sheets will be included in the Pre-Final Plans.

- Title Sheet and Location Map Sheet (A Sheets)
- Typical Cross Sections and Details (B Sheets)
- Pre-Final Quantities (C Sheet)
- Plan and Profile for NE 36th Street and NE 110th Avenue (D Sheets)
- Plan and Profile for NE Four Mile Drive (E Sheets)
- Plan and Profile for NE Spectrum Drive (E Sheets)
- Plan and Profile for NE Threshold Drive (E Sheets)
- Survey and Mapping Information and Alignment Data (G Sheets)
- Right-of-Way and Easements Layout (H Sheets)
- Construction Staging, Detour Maps, and Temporary Traffic Control (J Sheets)
- Permanent Traffic Control Pavement Markings and Signing (J Sheets)
- Geometrics, Staking, and Jointing (L Sheets)
- Storm Sewer and Drainage Plan (M Sheets)
- Traffic Signal Plan and Fiber Optic Layout (N Sheets)
- Sanitary Sewer Plan (O Sheet)
- Water Main Plan (O Sheet)
- Sidewalks and Pedestrian Ramp Plan (S Sheets)
- Removal Plan (U Sheets)
- Existing Utility Mapping (U Sheets)
- Cross Sections for NE 36th Street (W Sheets)
- Cross Sections for NE Four Mile Drive (X Sheets)
- Cross Sections for NE 110th Avenue (X Sheets)

COMPANY will facilitate an OTS review session of the Pre-Final Plans with CLIENT as part of a scheduled project status meeting. COMPANY will address one (1) round of CLIENT comments from the Pre-Final Plans OTS review session and prepare bid-ready Check Plans for CLIENT review and comment. COMPANY will address one (1) round of CLIENT comments from the Check Plans submittal and prepare Final Plans (100%) for Bid Letting. All sheets from the Pre-Final Plans will be included in the Check Plans and Final Plans submittals, in addition to the sheets listed below.

- Final Quantities, Estimate Reference Information, and General Information (C Sheets)
- Temporary Construction Accessway Layout (F Sheets)
- Street Lighting Layout (P Sheets)
- Erosion Control and Seeding (R Sheets)
- Tabulation of Earthwork (T Sheets)
- Proposed Utility Mapping (U Sheets)
- Typical Detail for Joint Utility Trench (U Sheets)
- Plan and Profile for Joint Utility Trench (U Sheets)
- Special Structure Details (U Sheets)

#### *2.10.12 Final Bid Items and OPCC*

Determine final bid items using the standard bid items provided by SUDAS. Prepare and verify quantity calculations for bid items. Prepare estimate reference information based on SUDAS specifications and CLIENT Supplemental Specifications.

Prepare Opinion of Probable Construction Cost (OPCC) for the project. The OPCC will be based on estimated quantities for construction bid items. The OPCC will be submitted at the Check Plans and Final Plans milestones.

#### *2.10.13 Final Design Quality Control Reviews*

Quality Control Reviews will be performed prior to Check Plans and Final Plans milestone submittals by the Project Manager and experienced Project Engineers. Reviewers will check for accuracy of engineering design, constructability of the project, completeness of plans, and appropriate specifications and bid items.

### 2.11 Phase 12.0 – Bid Phase Services

COMPANY will perform the following tasks related to project permitting and bid letting. COMPANY will provide technical criteria, written descriptions, design data and prepare the permit applications on behalf of CLIENT. Any fees for the permits, licenses or other costs associated with the permits and approvals will be invoiced to CLIENT as reimbursable expenses.

#### *2.11.1 Iowa DNR Permits*

Due to the proposed improvements, it is assumed three (3) permit applications will be submitted to the Iowa Department of Natural Resources (DNR).

- One (1) National Pollutant Discharge Elimination System (NPDES) Permit Application.
- One (1) Water Supply Construction Permit Application.
- One (1) Wastewater Disposal System Construction Permit Application.

#### *2.11.2 Iowa DOT Permits*

Due to the proposed improvements, it is assumed permit coordination will be required with Iowa Department of Transportation (DOT). COMPANY will prepare and submit the following permit applications to Iowa DOT on behalf of the CLIENT.

- Iowa DOT Form 810028 – Application to Perform Work Within State Right-of-Way
- Iowa DOT Form 531051 – 511 Request Form
- Iowa DOT Form 810025 – Application for use of Highway Right-of-Way for Utilities Accommodations

#### *2.11.3 Polk County Permits*

Due to the proposed improvements in Polk County jurisdiction, it is assumed permit coordination will be required with Polk County. COMPANY will prepare and submit the following permit applications to Polk County on behalf of the CLIENT.

- One (1) Right-of-Way Grant Permit Application
- One (1) Grading and Site Improvement Permit Application

#### *2.11.4 Project Manual and SWPPP*

CLIENT will provide templates for all front-end contract documents in the Project Manual. COMPANY will prepare a Project Manual to include Notice to Bidders and Notice of Public Hearing; Proposal Form; Bid Bond Form; Contract Form; Performance, Payment, and Maintenance Bond Form; and Notice to Proceed. COMPANY will perform the following tasks to fulfill the project bid letting:

- Distribute ***Notice to Bidders*** and ***Notice of Public Hearing*** to Contractors.
- Prepare and upload final plans and project manual online through QuestCDN. Fees incurred for contractor download via QuestCDN are included in THIS AMENDMENT up to a maximum of $600.
- Respond to contract document-related questions and, if necessary, issue applicable addenda to interpret, clarify, or expand the bidding documents.
- Attend project bid letting held by CLIENT and prepare and distribute a tabulation of bid letting results.
- Assist CLIENT with issuing contract award notification and in preparing contract and bond documents following award of the project.

CLIENT will provide templates for the Stormwater Pollution Prevention Plan (SWPPP) to be included in the Project Manual. COMPANY will perform the following:

- Prepare Site Description and Site Map.
- Prepare Pollution Prevention Plan Certification.
- Prepare NPDES Certification.
- Include Grading and Erosion Control Plan (R Sheets).

The CLIENT and COMPANY agree to amend **3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT** of the original AGREEMENT as follows:

## 3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

### 3.1 Schedule

The following schedule was prepared to include reasonable allowances for review and approval times required by CLIENT. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

| | |
|---|---|
| • Pre-Final Plans (75%) OTS Review | November 3, 2021 |
| • Check Plans (95%) Submittal | November 17, 2021 |
| • Final Plans (100%) Submittal | December 20, 2021 |
| • Order Construction | January 3, 2022 |
| • Bid Letting | January 25, 2022 |
| • Construction Contract Award | February 7, 2022 |

### 3.2 Deliverables

The following deliverables are included with the Scope of Services for THIS AMENDMENT.

- Geotechnical Engineering Report
- Street Lighting Layout and Photometric Analysis for MidAmerican Energy designs
- Right-of-way and Permanent Easement Plats and Legal Descriptions
- Temporary Easement Exhibits and Descriptions
- Property Appraisals, Acquisition Compensation Estimates, and Parcel Files
- Pre-Final Plans (75%) prepared on 11" X 17" sheets in PDF format
- Check Plans (95%) prepared on 11" X 17" sheets in PDF format
- Check Plans (95%) OPCC
- Final Plans (100%) prepared on 11" X 17" sheets in PDF format
- Final Plans (100%) OPCC
- Iowa DNR Permits Applications
  - One (1) NPDES) Permit Application.
  - One (1) Water Supply Construction Permit Application.
  - One (1) Wastewater Disposal System Construction Permit Application.
- Iowa DOT Permits Applications
  - Iowa DOT Form 810028
  - Iowa DOT Form 531051
  - Iowa DOT Form 810025
- Polk County Permits Applications
  - One (1) Right-of-Way Grant Permit Application
  - One (1) Grading and Site Improvement Permit Application
- Project Manual and SWPPP
- Bid Tabulation

CLIENT and COMPANY agree to amend **4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT** of the original AGREEMENT as follows:

## 4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

The following items are not included as part of this AGREEMENT:

- Environmental site assessments and documentation.
- Special Assessments.
- Retaining wall or box culvert layout and design.
- Stormwater routing analysis and detention basin design.
- Interchange Operations Report
- Temporary traffic signal design at I-35 Northbound Ramps Terminal, NE Spectrum Drive or NE Four Mile Drive.
- Coordination and meetings with property owners, local interest groups, or public.
- Construction observation and administration services.
- Construction survey and staking.
- Costs associated with project delay or scope changes outside the control of COMPANY.

Supplemental services not included in this AGREEMENT can be provided by COMPANY under separate agreement, if desired.

CLIENT and COMPANY agree to amend **5.0 SERVICES BY OTHERS** of the original AGREEMENT as follows:

## 5.0 SERVICES BY OTHERS

COMPANY will rely on subconsultants for the following items:

- **Phase 7.0 – Right-of-Way and Easements**
- **Phase 8.0 – Land Acquisition Services**
- **Phase 9.0 – Geotechnical Services**

CLIENT and COMPANY agree to amend **6.0 CLIENT RESPONSIBILITIES** of the original AGREEMENT as follows:

## 6.0 CLIENT RESPONSIBILITIES

COMPANY will rely on CLIENT for the following items:

- Coordination and meetings with property owners, local interest groups, or public.
- Payment processing and fulfillment of the closing process property acquisition.
- Signature authority and expense reimbursement for required permit applications.
- Approve Invoice Payment Applications.

CLIENT and COMPANY agree to amend **7.0 PROFESSIONAL SERVICES FEE** of the original AGREEMENT as follows:

## 7.0 PROFESSIONAL SERVICES FEE

### 7.5 Payment

In consideration for these services, CLIENT agrees to adjust the payment for services performed by COMPANY on a Time and Material basis with a maximum Not-to-Exceed fee to be increased by **$365,000** summarized as follows:

| Phase Name | Original PSA | Amend No. 1 | Total Fee |
|---|---|---|---|
| Phase 1.0 – Project Management and Administration | *$ 19,400* | $40,600 | $60,000 |
| Phase 2.0 – Stakeholder Coordination | *$ 8,600* | $6,500 | $15,100 |
| Phase 3.0 – Utility Coordination | *$ 11,300* | $11,000 | $22,300 |
| Phase 4.0 – Surveying and Mapping | *$ 18,200* | | *$18,200* |
| Phase 5.0 – Functional Design | *$ 71,000* | | *$71,000* |
| Phase 6.0 – Preliminary Design | *$ 78,000* | | *$78,000* |
| Phase 7.0 – Right-of-Way and Easements | | $30,000 | $30,000 |
| Phase 8.0 – Land Acquisition Services | | $45,800 | $45,800 |
| Phase 9.0 – Geotechnical Services | | $10,400 | $10,400 |
| Phase 10.0 – Final Design | | $215,000 | $215,000 |
| Phase 11.0 – Bid Phase Services | | $5,700 | $5,700 |
| **Total Time and Materials** | *$ 206,500* | **$365,000** | **$571,500** |

The summary above is provided for information purposes. Fee for each Phase may be reallocated to other Phases based on project workflow.

The total authorized compensation after THIS AMENDMENT, including the original AGREEMENT, is five hundred seventy-one thousand five hundred Dollars ($571,500).

THIS AMENDMENT is subject to all provisions of the original AGREEMENT.

THIS AMENDMENT, together with the original AGREEMENT represents the entire and integrated AGREEMENT between CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written below.

HR GREEN, INC.

Approved by: David Maxwell
Printed/Typed Name: David Maxwell, P.E.
Title: Vice President Date: 10/26/2021

CITY OF ANKENY

Accepted by: Gary Lorenz
Printed/Typed Name: Gary Lorenz
Title: Mayor Date: 11-1-21

Attest: Denise L. Hoy
Printed/Typed Name: Denise L. Hoy
Title: City Clerk Date: 11-1-21

# HR GREEN, INC.
# PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2

THIS AMENDMENT, made this 3rd day of January 2022 by and between, the City of Ankeny (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

## NE 36th Street Reconstruction – I-35 to NE Four Mile Drive

hereby amends the original Professional Services Agreement (AGREEMENT) dated April 5, 2021 and Amendment No. 1 dated November 1, 2021 as follows:

CLIENT and COMPANY agree to amend **2.0 SCOPE OF SERVICES** of the original AGREEMENT as follows:

## 2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform the following services as part of THIS AMENDMENT:

- Phase 12.0 – Special Assessment Services
- Phase 13.0 – Interchange Operations Report

## 2.12 Phase 12.0 – Special Assessment Services

COMPANY will prepare the draft Preliminary Assessment Plat and Schedule documentation package and Grade Ordinance Establishing Street Grade Elevations in advance of CLIENT's Council Meeting to adopt a Resolution for Adoption of a Preliminary Plat and Schedule. The draft documentation package will be reviewed by the CLIENT and CLIENT's Attorney. COMPANY will finalize the package based on CLIENT and CLIENT's Attorney comments and following the receipt of appraisals to support lot valuations. COMPANY will file the package and ordinance with the CLIENT's Clerk in advance of the CLIENT's Council Meeting to adopt a Resolution of Necessity. COMPANY will perform the following related tasks to support CLIENT in developing the Preliminary Assessment Plat and Schedule documentation and the formation of a Special Assessment District.

### *2.12.1 Methodology, Benefits, and Lot Valuations*

COMPANY will develop the Assessment Benefit Area and Methodology document of the Preliminary Assessment Plat and Schedule package. Document will include:

- Description of project.
- Description of assessable project items.
- Description of property benefits related to the project.
- Description of assessment benefit / point methodology.
- Description of property valuation methodology.

CLIENT will determine lot valuations for each property within the Special Assessment District and provide each valuation to COMPANY. COMPANY will provide relevant data to CLIENT to support CLIENT's valuation determinations. Lot valuations determined by CLIENT will be based on the total property valuation contained within the eminent domain appraisals prepared by a certified real estate appraiser. Six (6) appraisal products were included in the Scope of Services for Amendment No. 1. Two (2) more appraisal products are necessary to support CLIENT's determination of lot valuations for properties within the Special Assessment District. The two (2) properties include DRA Properties, LC located near I-35 and the new Spectrum 36 Plat 1.

COMPANY will prepare a Project Information Letter on CLIENT's behalf. The letter will include a brief description of the project, the intent to form a Special Assessment District, description of the Special Assessment District methodology, valuations, payment, and City Council Authority, and a preliminary distribution of costs. COMPANY will rely on CLIENT to distribute the Project Information Letter to property owners.

COMPANY will partner with a subconsultant, JCG Land Services, Inc. (hereafter "JCG"), to coordinate with a certified real estate appraiser to prepare appraisals to support CLIENT's lot valuation determination. The costs for procuring appraisal products and reviewing appraisal reports is included in this Amendment No. 2 Scope of Services for the two (2) additional parcels.

### *2.12.2 Assessable Project Costs*

COMPANY will develop an Engineer's Opinion of Probable Construction Costs (OPCC) based on the proposed construction improvements included in the plans and specifications for the proposed project to determine the Assessable Project Costs. The OPCC will include two Divisions defined as follows:

- Division 1 – Assessment Quantities and Costs
- Division 2 – Non-Assessment Quantities and Costs

Division 1 Assessment Quantities and Costs will generally include items related to earthwork, streets, and site work, including, but not limited to excavation, subbase, subgrade preparation, subdrains, concrete pavement, sidewalks, driveways, pavement markings, seeding, and temporary erosion control measures. Division 2 Non-Assessment Quantities and Costs will generally include sewers and drains and sewer structures.

Division 1 and Division 2 quantities will be broken down by Area which are further defined by specific project features. The Areas are defined as follows:

- Area A – Beginning of Project (just east of I-35) to just east of NE Spectrum Drive
- Area B – Just east of NE Spectrum Drive to NE Four Mile Drive
- Area C – NE Four Mile Drive within the project limits
- Area X – NE 110th Avenue just east of NE Four Mile Drive to End of Project

Quantities included in Area X will not be included in the Assessable Project Costs but will be quantified for the purposes of determining a summation of total project quantities and costs.

### *2.12.3 Preliminary Assessment Schedule*

COMPANY will develop a Preliminary Assessment Schedule that will summarize the assessment funding for the project. The Preliminary Assessment Schedule will include the following information in a tabular format:

- Parcel ID, Owner, Mailing Address, Zone, Class, Area, Valuation, and Frontage
- Driveway Areas and Costs
- Roadway Improvement Costs
- % Costs of Roadway Improvements from Distribution of Points
- Total Assessable Costs
- 25% Parcel Valuation and Deficiency Value
- Total Maximum Preliminary Assessment and % of Total Project Costs

### *2.12.4 Preliminary Assessment Plat and Descriptions*

COMPANY will determine the Assessment Benefit Area for the project with CLIENT. Following CLIENT concurrence of the Assessment Benefit Area, COMPANY will partner with a subconsultant, Nilles Associates, Inc. (hereafter "NILLES") to prepare the Preliminary Assessment Plat, Boundary Description, and Parcel Legal Descriptions. The Preliminary Assessment Plat and Boundary Description will describe and depict the following:

- Existing property lines, right-of-way lines, and easement lines.
- Proposed right-of-way and easement lines.
- Proposed roadway improvements.
- Assessment area boundary and benefit / point depths at increments of 50 feet.
- Parcel ID, owner, and mailing address of title holder.
- Legal description of assessment area boundary.

## 2.13 Phase 13.0 – Interchange Operations Report

COMPANY will prepare an Interchange Operations Report (IOR) as required by FHWA and Iowa DOT to support improvements at the I-35 / NE 36th Street interchange. The report will follow the format provided on the Interchange Access Change and Guidance Document page of the Iowa DOT website.

An IOR is necessary to forecast future traffic volumes and analyze traffic operations and safety of the I-35 / NE 36th Street interchange due to the increase in traffic volumes since the opening of the interchange and proposed Spectrum 36 development east of the I-35 corridor. A traffic impact study (TIS) completed by the Spectrum 36 development team detailed the proposed development in the northeast quadrant of the interchange and recommended the installation of traffic signal control at the I-35 Southbound Ramp Terminal intersection as an immediate need. The TIS also identified long term needs for the interchange. Other TIS documents for additional development in the vicinity will be reviewed and incorporated into traffic projections for this study. This IOR will develop traffic forecasts consistent with the area's regional travel demand model and incorporate proposed trips generated by the new development documented by the available TIS documents.

### *2.13.1 Traffic Forecast and Analysis*

CLIENT will facilitate collection of 24-hour turning movement traffic counts at the following locations:

- NE 36th Street / NE Otterview Circle
- NE 36th Street / I-35 Southbound Ramp Terminal
- NE 36th Street / I-35 Northbound Ramp Terminal
- NE 36th Street / NE Four Mile Drive

COMPANY will coordinate with the Iowa DOT Systems Planning Bureau to obtain traffic volume data for mainline I-35. It is anticipated that the Iowa DOT has available data sources from which this data can be obtained. Physical collection of this data by COMPANY is not included as a part of this Scope of Services.

COMPANY will develop traffic forecasts and perform a traffic signal warrant analysis and operational analysis for the study area.

Traffic Forecast

COMPANY will request travel demand model output from the Des Moines Area Metropolitan Planning Organization (DMAMPO). This information is expected to include base model volume output, 2050 forecast model output, and socio-economic data associated with the Transportation Analysis Zones (TAZs) in the study area. COMPANY will review the socio-economic data and model outputs with respect to the proposed development in the vicinity of the study interchange. A comparison of the trips generated within this quadrant of the interchange will be made between the travel demand model output and the TIS completed for the proposed developments. CLIENT and COMPANY will work with DMAMPO to address needed adjustments to the model.

COMPANY will develop traffic forecasts for the study area based on the existing traffic volume data collected and will incorporate anticipated growth from the regional travel demand model and previously completed TIS documents for proposed development in the area. The forecasted turning movement traffic volumes will be based on NCHRP 765 procedures. Traffic forecasts will be developed for the following scenarios:

- Opening Year 2022
- Mid-Year 2030
- Mid-Year 2040
- Design Year 2050

COMPANY will create Mid-Year traffic forecasts for 2030 and 2040 which will be used to assess the timing of needed infrastructure improvements at the study interchange. Mid-Year forecasts will be based on assumed straight-line growth between 2022 and the 2050 traffic forecasts.

COMPANY will prepare a Traffic Forecast Technical Memorandum to document the traffic forecasting process. This memo will document the adjustments made through the forecasting process to account for additional development in the area which was not included within the region's travel demand model. The memo will also document adjustments made, if any, to account for traffic volume fluctuations due to the COVID-19 pandemic. This memo will be provided to CLIENT, Iowa DOT, and DMAMPO for review. COMPANY will review comments received, make revisions to the memo, and finalize the document. The final memorandum will be included in the appendix of the IOR.

Signal Warrant Analysis

COMPANY will complete a traffic signal warrant analysis evaluation for the I-35 Southbound Ramp Terminal intersection at NE 36th Street. This evaluation will be completed using the Opening Year and Design Year traffic forecasts to determine the relative timing of traffic signal control needs at the interchange.

Highway Capacity Manual (HCM) Analysis

Alternatives to be analyzed include:

- No Build – existing diamond interchange
- Interim Build – traffic signal control at the I-35 Southbound Ramp Terminal
- Full Build – improved diamond interchange (concept to be developed based on operations needs to meet the desired mobility goals for the Design Year traffic)

COMPANY will complete traffic operational analysis of the study area using Highway Capacity Software (HCS 7) and prepare schematic diagrams for inclusion in the IOR document. The HCS 7 traffic operations analysis will include interstate mainline basic freeway segments, weaving segments, and ramp merge / diverge segments for the interchange. The HCS 7 analysis will include AM Peak and PM Peak conditions for the following scenarios:

- Existing Year – No Build
- Opening Year – No Build
- Design Year – No Build
- Opening Year – Interim Build
- Mid-Year 2030 – Interim Build
- Mid-Year 2040 – Interim Build
- Design Year – Interim Build
- Mid-Year 2030 Full Build
- Mid-Year 2040 Full Build
- Design Year Full Build

The COMPANY will complete a capacity analysis of the Interim Build and Full Build alternatives to assess the timing of needed full build infrastructure improvements.

Synchro / SimTraffic Development and Analysis

COMPANY will utilize Synchro / SimTraffic software to complete the traffic operations analysis of at-grade intersections within the project study area. Intersections are assumed to include NE Otterview Circle, I-35 Southbound Ramp Terminal, I-35 Northbound Ramp Terminal, NE Threshold Drive, NE Spectrum Drive, and NE Four Mile Drive. Output from the software will be obtained using the HCM reporting functionality. Draft models will be provided to CLIENT for review and final models will be provided to CLIENT for documentation purposes.

### *2.13.2 Safety Analysis*

COMPANY will obtain historical crash data for the study area from the Iowa DOT online Iowa Crash Analysis Tool (ICAT) crash database for the most recent five-year period for which data is available. Crashes will be categorized by location and reviewed to identify possible trends.

COMPANY will perform a predictive safety analysis for the Interim Build and Full Build concepts using the FHWA SPICE spreadsheet tool for analyzing varying intersection types. A full safety evaluation using ISAT-e or IHSDM software is not included in this Scope of Services. Highway Safety Manual information will be referenced and the comparison will be included in the IOR document.

The crash analysis will include a summary (presented in tabular form) of various crash characteristics, such as crash type, crash severity, and other prevailing conditions. The crash analysis will also include a calculation of the crash rate and a comparison of these rates to Iowa statewide averages and trends.

### *2.13.3 Study Documentation*

COMPANY will produce a Methods and Assumptions Technical Memorandum at the beginning of this Phase of work which documents the assumptions and sources of data to be used throughout the study. This document will be provided to CLIENT for review and comment. COMPANY will make revisions to the memorandum based upon comments received during the review process and will resubmit the memo for review by CLIENT and Iowa DOT. It is anticipated that the revised memo will be reviewed by FHWA. COMPANY will revise the memo based on review comments received from Iowa DOT and FHWA and finalize the document.

COMPANY will produce a draft IOR document for review by CLIENT and will revise the draft based upon comments received. COMPANY will make revisions to the IOR based upon comments received during the review process and will resubmit the IOR for review by Iowa DOT.

It is anticipated that the revised IOR will be reviewed by FHWA. COMPANY will revise the IOR based on review comments received from Iowa DOT and FHWA and finalize the document.

CLIENT and COMPANY agree to amend **3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT** of the original AGREEMENT as follows:

## 3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

### 3.1 Schedule

The schedule, shown in Exhibit F, was prepared to include reasonable allowances for review and approval times required by CLIENT, CLIENT's Attorney, Iowa DOT, and FHWA. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

### 3.2 Deliverables

The following deliverables are included with the Scope of Services for THIS AMENDMENT.

- Preliminary Assessment Plat and Schedule Documentation
    - Assessment Benefit Area and Methodology
    - Preliminary Assessment Plat and Schedule
    - Assessment Area Boundary Description
    - Assessable Project Quantities and Costs
    - Project Information Letter
- Grade Ordinance Establishing Street Grade Elevations
- Methods and Assumptions Memo
- Traffic Forecast Memo
- Interchange Operations Report

CLIENT and COMPANY agree to amend **4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT** of the original AGREEMENT as follows:

## 4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

The following items are not included as part of this AGREEMENT:

- Environmental site assessments and documentation.
- Traffic counts.
- Preparation of City Council Resolutions.
- Final Assessment Plat and Schedule.
- Coordination and meetings with property owners, attorneys, local interest groups, or public.
- Presentation at City Council Meetings.
- Construction observation and administration services.
- Construction survey and staking.
- Costs associated with project delay or scope changes outside the control of COMPANY.

Supplemental services not included in this AGREEMENT can be provided by COMPANY under separate agreement, if desired.

CLIENT and COMPANY agree to amend **5.0 SERVICES BY OTHERS** of the original AGREEMENT as follows:

## 5.0 SERVICES BY OTHERS

COMPANY will rely on subconsultants for support on the following items:

- Task 12.1 – Lot Valuations
- Task 12.4 – Preliminary Assessment Plat and Descriptions

CLIENT and COMPANY agree to amend **6.0 CLIENT RESPONSIBILITIES** of the original AGREEMENT as follows:

## 6.0 CLIENT RESPONSIBILITIES

COMPANY will rely on CLIENT for the following items:

- Traffic counts.
- Development and submittal of Concept Statement for I-35 Southbound Ramp Terminal.
- Coordination and meetings with property owners, local interest groups, or public.
- Coordination with attorneys.
- Presentation at City Council Meetings.
- Lot valuations for Special Assessments.
- Mail Project Information Letter to property owners.
- Publish Notice of Resolution of Necessity in the Des Moines Register newspaper.
- Mail Notice of Resolution of Necessity to property owners.
- Approve Invoice Payment Applications.

CLIENT and COMPANY agree to amend **7.0 PROFESSIONAL SERVICES FEE** of the original AGREEMENT as follows:

## 7.0 PROFESSIONAL SERVICES FEE

### 7.5 Payment

In consideration for these services, CLIENT agrees to adjust the payment for services performed by COMPANY on a Time and Material basis with a maximum Not-to-Exceed fee to be increased by **$84,000** summarized as follows:

| | |
|---|---|
| • Phase 12.0 – Special Assessment Services | **$35,600** |
| o Task 12.1 Methodology, Benefits, and Lot Valuations | $ 9,200 |
| o Task 12.2 Assessable Project Costs | $ 4,800 |
| o Task 12.3 Preliminary Assessment Schedule | $11,100 |
| o Task 12.4 Preliminary Plat and Descriptions | $10,500 |
| • Phase 13.0 – Interchange Operations Report | **$48,400** |
| o Task 13.1 Traffic Forecast and Analysis | $29,000 |
| o Task 13.2 Safety Analysis | $ 7,200 |
| o Task 13.3 Study Documentation | $12,200 |
| • **Total Time and Materials** | **$84,000** |

The summary above is provided for information purposes. Fee for each Phase may be reallocated to other Phases based on project workflow.

The total authorized compensation after THIS AMENDMENT, including the original AGREEMENT and AMENDMENT NO. 1, is six hundred fifty-five thousand five hundred Dollars ($655,500).

THIS AMENDMENT is subject to all provisions of the original AGREEMENT.

THIS AMENDMENT, together with the original AGREEMENT and AMENDMENT NO. 1 represents the entire and integrated AGREEMENT between CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written below.

HR GREEN, INC.

Approved by:

Printed/Typed Name: David Maxwell, P.E.

Title: Vice President  Date: 12/23/2021

CITY OF ANKENY

Accepted by:

Printed/Typed Name: Mark Holm

Title: Mayor  Date: 1-3-22

Attest: Denise L. Hoy

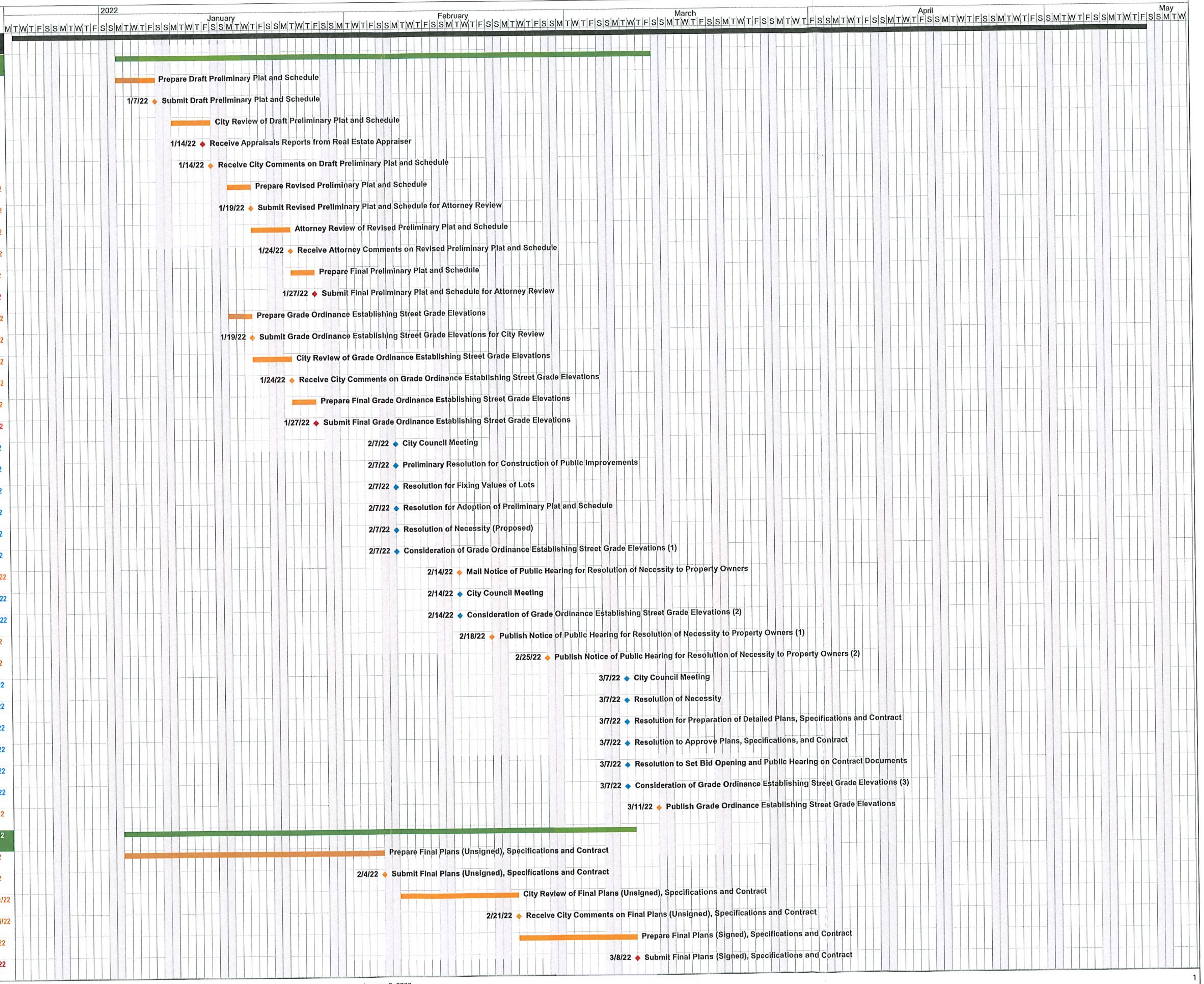
Printed/Typed Name: Denise L. Hoy

Title: City Clerk  Date: 1-3-22

NE 36th Street Reconstruction
I-35 to NE Four Mile Drive

Exhibit F
Schedule

| ID | Task Name | Start | Finish |
|---|---|---|---|
| 1 | NE 36th Street Reconstruction - I-35 to NE Four Mile Drive | Tue 12/21/21 | Fri 5/13/22 |
| 2 | Special Assessment Services | Mon 1/3/22 | Fri 3/11/22 |
| 3 | Prepare Draft Preliminary Plat and Schedule | Mon 1/3/22 | Fri 1/7/22 |
| 4 | Submit Draft Preliminary Plat and Schedule | Fri 1/7/22 | Fri 1/7/22 |
| 5 | City Review of Draft Preliminary Plat and Schedule | Mon 1/10/22 | Fri 1/14/22 |
| 6 | Receive Appraisals Reports from Real Estate Appraiser | Fri 1/14/22 | Fri 1/14/22 |
| 7 | Receive City Comments on Draft Preliminary Plat and Schedule | Fri 1/14/22 | Fri 1/14/22 |
| 8 | Prepare Revised Preliminary Plat and Schedule | Mon 1/17/22 | Wed 1/19/22 |
| 9 | Submit Revised Preliminary Plat and Schedule for Attorney Review | Wed 1/19/22 | Wed 1/19/22 |
| 10 | Attorney Review of Revised Preliminary Plat and Schedule | Thu 1/20/22 | Mon 1/24/22 |
| 11 | Receive Attorney Comments on Revised Preliminary Plat and Schedule | Mon 1/24/22 | Mon 1/24/22 |
| 12 | Prepare Final Preliminary Plat and Schedule | Tue 1/25/22 | Thu 1/27/22 |
| 13 | Submit Final Preliminary Plat and Schedule for Attorney Review | Thu 1/27/22 | Thu 1/27/22 |
| 14 | Prepare Grade Ordinance Establishing Street Grade Elevations | Mon 1/17/22 | Wed 1/19/22 |
| 15 | Submit Grade Ordinance Establishing Street Grade Elevations for City Review | Wed 1/19/22 | Wed 1/19/22 |
| 16 | City Review of Grade Ordinance Establishing Street Grade Elevations | Thu 1/20/22 | Mon 1/24/22 |
| 17 | Receive City Comments on Grade Ordinance Establishing Street Grade Elevations | Mon 1/24/22 | Mon 1/24/22 |
| 18 | Prepare Final Grade Ordinance Establishing Street Grade Elevations | Tue 1/25/22 | Thu 1/27/22 |
| 19 | Submit Final Grade Ordinance Establishing Street Grade Elevations | Thu 1/27/22 | Thu 1/27/22 |
| 20 | City Council Meeting | Mon 2/7/22 | Mon 2/7/22 |
| 21 | Preliminary Resolution for Construction of Public Improvements | Mon 2/7/22 | Mon 2/7/22 |
| 22 | Resolution for Fixing Values of Lots | Mon 2/7/22 | Mon 2/7/22 |
| 23 | Resolution for Adoption of Preliminary Plat and Schedule | Mon 2/7/22 | Mon 2/7/22 |
| 24 | Resolution of Necessity (Proposed) | Mon 2/7/22 | Mon 2/7/22 |
| 25 | Consideration of Grade Ordinance Establishing Street Grade Elevations (1) | Mon 2/7/22 | Mon 2/7/22 |
| 26 | Mail Notice of Public Hearing for Resolution of Necessity to Property Owners | Mon 2/14/22 | Mon 2/14/22 |
| 27 | City Council Meeting | Mon 2/14/22 | Mon 2/14/22 |
| 28 | Consideration of Grade Ordinance Establishing Street Grade Elevations (2) | Mon 2/14/22 | Mon 2/14/22 |
| 29 | Publish Notice of Public Hearing for Resolution of Necessity to Property Owners (1) | Fri 2/18/22 | Fri 2/18/22 |
| 30 | Publish Notice of Public Hearing for Resolution of Necessity to Property Owners (2) | Fri 2/25/22 | Fri 2/25/22 |
| 31 | City Council Meeting | Mon 3/7/22 | Mon 3/7/22 |
| 32 | Resolution of Necessity | Mon 3/7/22 | Mon 3/7/22 |
| 33 | Resolution for Preparation of Detailed Plans, Specifications and Contract | Mon 3/7/22 | Mon 3/7/22 |
| 34 | Resolution to Approve Plans, Specifications, and Contract | Mon 3/7/22 | Mon 3/7/22 |
| 35 | Resolution to Set Bid Opening and Public Hearing on Contract Documents | Mon 3/7/22 | Mon 3/7/22 |
| 36 | Consideration of Grade Ordinance Establishing Street Grade Elevations (3) | Mon 3/7/22 | Mon 3/7/22 |
| 37 | Publish Grade Ordinance Establishing Street Grade Elevations | Fri 3/11/22 | Fri 3/11/22 |
| 38 | Final Design (services included as part of Amendment No. 1) | Mon 1/3/22 | Tue 3/8/22 |
| 39 | Prepare Final Plans (Unsigned), Specifications and Contract | Mon 1/3/22 | Fri 2/4/22 |
| 40 | Submit Final Plans (Unsigned), Specifications and Contract | Fri 2/4/22 | Fri 2/4/22 |
| 41 | City Review of Final Plans (Unsigned), Specifications and Contract | Mon 2/7/22 | Mon 2/21/22 |
| 42 | Receive City Comments on Final Plans (Unsigned), Specifications and Contract | Mon 2/21/22 | Mon 2/21/22 |
| 43 | Prepare Final Plans (Signed), Specifications and Contract | Tue 2/22/22 | Tue 3/8/22 |
| 44 | Submit Final Plans (Signed), Specifications and Contract | Tue 3/8/22 | Tue 3/8/22 |

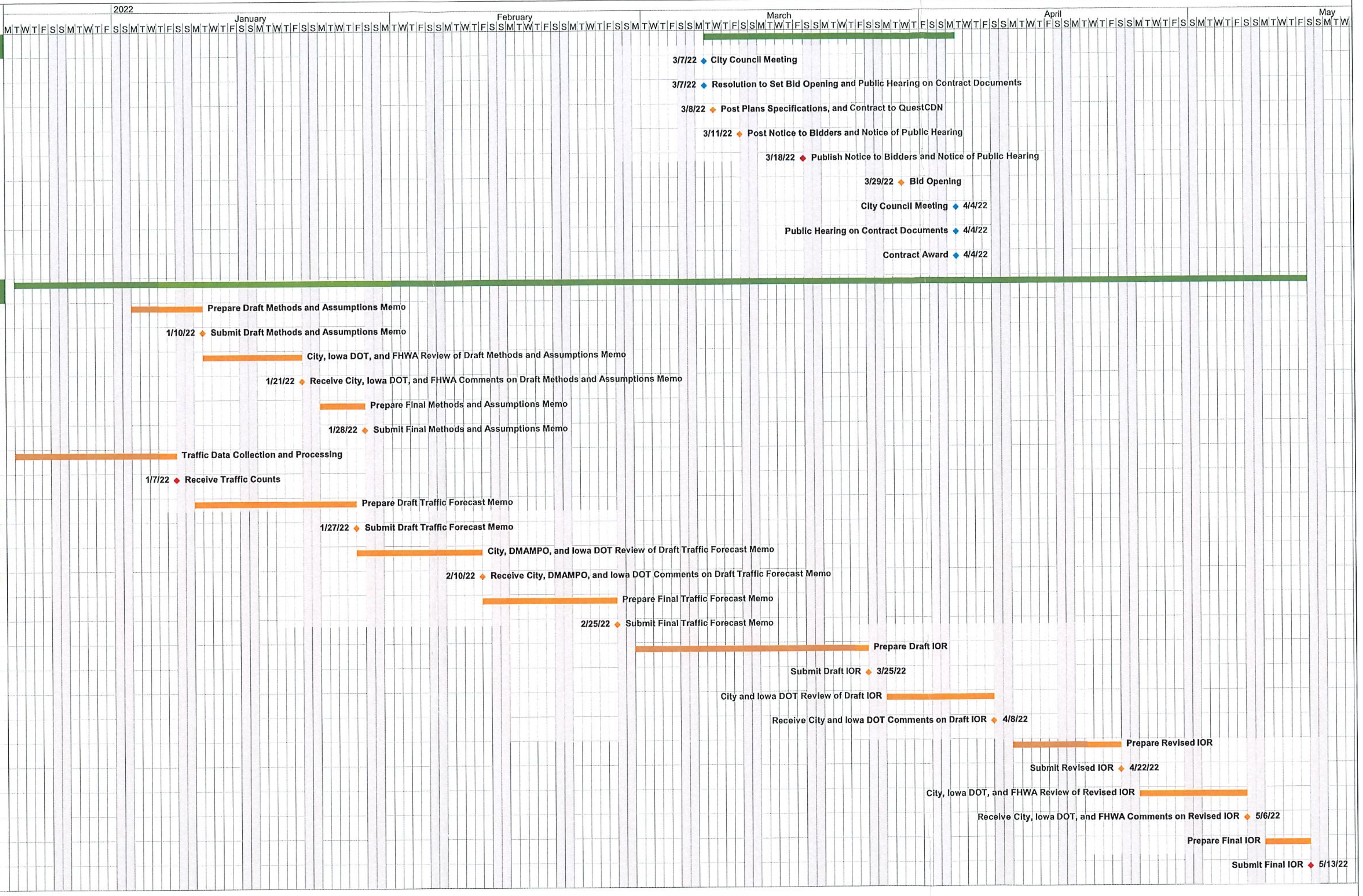


NE 36th Street Reconstruction
I-35 to NE Four Mile Drive

Exhibit F
Schedule

Amendment No. 2

| ID | Task Name | Start | Finish |
|---|---|---|---|
| 45 | Bid Phase Services (services included as part of Amendment No. 1) | Mon 3/7/22 | Mon 4/4/22 |
| 46 | City Council Meeting | Mon 3/7/22 | Mon 3/7/22 |
| 47 | Resolution to Set Bid Opening and Public Hearing on Contract Documents | Mon 3/7/22 | Mon 3/7/22 |
| 48 | Post Plans Specifications, and Contract to QuestCDN | Tue 3/8/22 | Tue 3/8/22 |
| 49 | Post Notice to Bidders and Notice of Public Hearing | Fri 3/11/22 | Fri 3/11/22 |
| 50 | Publish Notice to Bidders and Notice of Public Hearing | Fri 3/18/22 | Fri 3/18/22 |
| 51 | Bid Opening | Tue 3/29/22 | Tue 3/29/22 |
| 52 | City Council Meeting | Mon 4/4/22 | Mon 4/4/22 |
| 53 | Public Hearing on Contract Documents | Mon 4/4/22 | Mon 4/4/22 |
| 54 | Contract Award | Mon 4/4/22 | Mon 4/4/22 |
| 55 | Interchange Operations Report (IOR) | Tue 12/21/21 | Fri 5/13/22 |
| 56 | Prepare Draft Methods and Assumptions Memo | Mon 1/3/22 | Mon 1/10/22 |
| 57 | Submit Draft Methods and Assumptions Memo | Mon 1/10/22 | Mon 1/10/22 |
| 58 | City, Iowa DOT, and FHWA Review of Draft Methods and Assumptions Memo | Tue 1/11/22 | Fri 1/21/22 |
| 59 | Receive City, Iowa DOT, and FHWA Comments on Draft Methods and Assumptions Memo | Fri 1/21/22 | Fri 1/21/22 |
| 60 | Prepare Final Methods and Assumptions Memo | Mon 1/24/22 | Fri 1/28/22 |
| 61 | Submit Final Methods and Assumptions Memo | Fri 1/28/22 | Fri 1/28/22 |
| 62 | Traffic Data Collection and Processing | Tue 12/21/21 | Fri 1/7/22 |
| 63 | Receive Traffic Counts | Fri 1/7/22 | Fri 1/7/22 |
| 64 | Prepare Draft Traffic Forecast Memo | Mon 1/10/22 | Thu 1/27/22 |
| 65 | Submit Draft Traffic Forecast Memo | Thu 1/27/22 | Thu 1/27/22 |
| 66 | City, DMAMPO, and Iowa DOT Review of Draft Traffic Forecast Memo | Fri 1/28/22 | Thu 2/10/22 |
| 67 | Receive City, DMAMPO, and Iowa DOT Comments on Draft Traffic Forecast Memo | Thu 2/10/22 | Thu 2/10/22 |
| 68 | Prepare Final Traffic Forecast Memo | Fri 2/11/22 | Fri 2/25/22 |
| 69 | Submit Final Traffic Forecast Memo | Fri 2/25/22 | Fri 2/25/22 |
| 70 | Prepare Draft IOR | Mon 2/28/22 | Fri 3/25/22 |
| 71 | Submit Draft IOR | Fri 3/25/22 | Fri 3/25/22 |
| 72 | City and Iowa DOT Review of Draft IOR | Mon 3/28/22 | Fri 4/8/22 |
| 73 | Receive City and Iowa DOT Comments on Draft IOR | Fri 4/8/22 | Fri 4/8/22 |
| 74 | Prepare Revised IOR | Mon 4/11/22 | Fri 4/22/22 |
| 75 | Submit Revised IOR | Fri 4/22/22 | Fri 4/22/22 |
| 76 | City, Iowa DOT, and FHWA Review of Revised IOR | Mon 4/25/22 | Fri 5/6/22 |
| 77 | Receive City, Iowa DOT, and FHWA Comments on Revised IOR | Fri 5/6/22 | Fri 5/6/22 |
| 78 | Prepare Final IOR | Mon 5/9/22 | Fri 5/13/22 |
| 79 | Submit Final IOR | Fri 5/13/22 | Fri 5/13/22 |



January 3, 2022

# HR GREEN, INC.
# PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 3

THIS AMENDMENT, made this 6th day of June 2022 by and between, the City of Ankeny (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

## NE 36th Street Reconstruction – I-35 to NE Four Mile Drive

hereby amends the original Professional Services Agreement (AGREEMENT) dated April 5, 2021, Amendment No. 1 dated November 1, 2021, and Amendment No. 2 dated January 3, 2022 as follows:

CLIENT and COMPANY agree to amend **2.0 SCOPE OF SERVICES** of the original Professional Services Agreement as follows:

## 2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform the following services as part of THIS AMENDMENT:

- Phase 14.0 – Construction Phase Services

## 2.14 Phase 14.0 – Construction Phase Services

Following CLIENT's award of the NE 36th Street Reconstruction project contract to the Contractor, COMPANY shall proceed with Construction Phase Services. Construction Phase Services are based on a mandatory six-day workweek for a construction duration of approximately thirty-two (32) weeks beginning on Monday, May 9, 2022.

### *2.14.1 Project Management*

Coordinate efforts of COMPANY to provide efficient delivery of services to CLIENT. Communicate frequently to inform CLIENT of project progress. Prepare monthly invoices and progress reports which describe services complete for the period, effort anticipated in the next period, budget status, and any outstanding items critical to project delivery. Prepare cover letters with invoices briefly describing COMPANY'S progress relative to Contractor's construction progress.

COMPANY anticipates participating in Spectrum 36 development coordination meetings and correspondence. COMPANY anticipates six (6) meetings specific to coordinating Spectrum 36 construction, site access, and project interface and recurring email and phone correspondence throughout the duration of the project.

### *2.14.2 Pre-construction and Progress Meetings*

Conduct one (1) pre-construction meeting after the award of the construction contract for CLIENT'S Contractor, subcontractors, utility companies, and other interested parties. COMPANY's Resident Observer, Construction Manager, and two (2) additional representatives of COMPANY's engineering design team shall attend up to thirty-two (32) weekly progress meetings. Progress meetings will be held at the project site.

### *2.14.3 Contractor Submittal Review*

Review shop drawings, material submittals, samples, and other data, which the Contractor is required to submit, but only for conformance with design intent of the project plans and conformance with the Contract Documents. COMPANY anticipates shop drawing or material submittals for storm sewer structures, sanitary sewer structures, traffic signal equipment, sidewalk detectable warning plates, subbase gradation, concrete mix design, guide sign posts, and pavement markings. COMPANY will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.

### *2.14.4 Resident Observation*

Resident Observation is based on established personnel-hours during the one hundred ninety (190) working days to reach substantial completion and the fifteen (15) working days following substantial completion to fully complete the overall project. The project includes five (5) primary stages of construction to reach substantial completion. Personnel-hours for each stage of construction to fully complete the project are established as follows:

- Stage 1 – four (4) personnel-hours per day for five (5) working days
- Stage 2 – eight (8) personnel-hours per day for forty (40) working days
- Stage 3 – eight (8) personnel-hours per day for fifty (50) working days
- Stage 4 – eight (8) personnel-hours per day for forty-five (45) working days
- Stage 5 – eight (8) personnel-hours per day for fifty (50) working days

Personnel-hours to reach fully complete the project following substantial completion are as follows:

- Four (4) personnel-hours per day for fifteen (15) working days

Actual resident observation time may vary from, depending on weather, construction progress, and nature of construction work. COMPANY shall be entitled to request additional compensation if more than 1,560 hours of Resident Observation is requested by CLIENT. CLIENT may, at its discretion, provide additional construction observation assistance with its own personnel to augment the resident observation provided by COMPANY.

### *2.14.5 Payment Applications*

Determine the amounts owed to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Ten (10) Contractor payment applications are included in this Scope of Services. Such recommendations of payment will constitute a representation to CLIENT, based on such observations and review that the work progressed to the point indicated, and that to the best of COMPANY'S knowledge, information, and belief, quality of such work is generally in accordance with the contract documents. In the case of unit price work, COMPANY'S recommendation of payment will include final determinations of the quantities and classifications of such work.

### *2.14.6 Engineer Site Visits*

An engineer shall make visits to the site at regular intervals appropriate to the various stages of construction as COMPANY deems necessary to observe, as an experienced and qualified professional familiar with construction practices, the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the engineer shall determine, in general, if such work is proceeding in accordance with the plans, and COMPANY shall keep CLIENT informed of the progress of the work.

The primary purpose of ***2.15.6 Engineer Site Visits*** will be to enable the engineer to better carry out their duties and responsibilities during the construction phase and, in addition, by exercise of the engineer's efforts as an experienced and qualified professional, to provide for CLIENT a greater degree of confidence that the completed work of the Contractor will conform to the contract documents, and that the integrity of the design intent as reflected in the contract documents has been implemented and preserved by the Contractor.

During such site visits, the engineer shall not supervise, direct, or have control over the Contractor's work, nor shall the engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.

During such visits, the engineer may disapprove of, or reject, the Contractor's work while it is in progress if the engineer believes that such work will not produce a completed project that conforms to the contract documents, or that it will prejudice the integrity of the design intent of the project as reflected in the contract documents.

### *2.14.7 Clarifications and Change Orders*

COMPANY will issue interpretations and clarifications of the contract documents, and in connection therewith, prepare change orders. This Scope of Services includes up to four (4) change orders in addition to the planned change orders described below:

Des Moines Water Works Water Main

- Forecasted effort is necessary to perform the unanticipated design of Des Moines Water Works (DMWW) facilities. Effort includes the design of the DMWW water main from the NE 110th Avenue intersection north approximately 400 feet along NE Four Mile Drive and the design of the DMWW water main from the NE Four Mile Drive intersection east approximately 200 feet along NE 110th Avenue.

### *2.14.8 Utility Coordination*

COMPANY will coordinate with affected private franchise utility companies in advance of, and during, construction to help verify any potential field conflicts with existing facilities that were relocated following completion of design activities. No conflicts are anticipated at this time, though MidAmerican Energy, Aureon, Huxley Communications, and DMWW facilities are in close proximity to proposed construction which may reveal conflicts during construction. COMPANY will determine if potential conflicts are revealed and recommend a course of action.

### *2.14.9 Final Closeout*

COMPANY will conduct four (4) walk-through inspections with CLIENT. The first inspection will be conducted to determine if the work is substantially complete, a second inspection to develop a punch list, the third to determine if the punch list is complete, and the forth inspection will be conducted to determine if the project is fully complete. With input from CLIENT, COMPANY will prepare a project completion punch-list for the Contractor. COMPANY will recommend, in writing, final payment to the Contractor and will give written notice to CLIENT and the Contractor that the work is acceptable.

### *2.14.10 Material Testing*

COMPANY will partner with a subconsultant, Terracon Consultants, Inc. (hereafter "TERRACON"), to perform Proctor tests, compaction testing, and moisture control testing of modified subbase and subgrade soils and compressive strength testing for Portland Cement Concrete (PCC) mixes used for paving on the project. Four (4) 4" x 8" cylinders will be prepared by the COMPANY per pour.

Breaks will be completed at three (3) days, seven (7) days, and 28 days. Two (2) breaks are anticipated at 28 days. This Scope of Services includes up to 30 concrete pavement pours (120 cylinders).

Cylinders will also be prepared by the COMPANY and tested for traffic signal and pedestrian pushbutton pole foundations. Two (2) 4" x 8" cylinders will be prepared per foundation. Breaks will be completed at seven (7) days and 28 days. This Scope of Services includes up to twelve (12) foundations (24 cylinders).

### *2.14.11 Right-of-Way Survey*

COMPANY will partner with a subconsultant, Nilles Associates, Inc. (hereafter "NILLES") to perform final right-of-way survey services for the project. Right-of-way and easements will be staked at the onset of construction for Contractor's information. Final right-of-way corners will be surveyed and set following completion of construction activities. The Contractor will be responsible for preserving original right-of-way and easement stakes set by NILLES. If original right-of-way easement stakes are carelessly or willfully destroyed by the Contractor, re-staking will be charged to the Contractor.

### *2.14.12 Construction Survey*

COMPANY will partner with NILLES to perform construction survey for the project as follows.

Project Control

- Set control points as needed during construction.

Paving and Utilities

- Stake roadway paving and sidewalk paving
- Stake intersection back of curb and curb ramp locations.
- Stake sanitary sewer structures, storm sewer structures, and water main appurtenances.

Traffic Signals

- Stake the desired location of traffic signal poles, new pedestrian pushbutton poles, and associated handholes.
- CLIENT will meet with COMPANY and NILLES in the field to concur with staked locations prior to construction by the Contractor.

The Contractor will be responsible for preserving original stakes set by COMPANY. If original survey stakes, hubs or marks are carelessly or willfully destroyed by the Contractor, re-staking will be charged to the Contractor.

### *2.14.13 As-Built Survey*

COMPANY will partner with NILLES to perform construction survey in accordance with CLIENT's Pre-Construction and Post-Construction Submittal Requirements for all Public and Private Projects (effective 07/01/2021). Features surveyed will include sanitary sewer structures, storm sewer structures, water main appurtenances, traffic signal and pedestrian pushbutton poles, traffic signal handholes and cabinets, sign posts, and street lights. Traffic signal conduits, fiber optic conduits, and water main fittings will also be surveyed at the time of installation and prior to backfill and finish grading.

### *2.14.14 As-Built Record Drawings*

COMPANY will prepare post-construction record drawings based on marked-up drawings, as-built survey, and other data furnished by the Contractor and the Resident Observer defining the actual location of roadway improvements, sewer structures, water main fittings and traffic signal conduits, equipment, and fixtures. Record drawings deliverables will be prepared in accordance with CLIENT'S Pre-Construction and Post-Construction Submittal Requirements for all Public and Private Projects (effective 07/01/2021).

The CLIENT and COMPANY agree to amend **3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT** of the original Professional Services Agreement as follows:

## 3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

### 3.1 Schedule

The following schedule was prepared based on a two hundred five (205) working day schedule and the effort required to complete ***2.150 Phase 15.0 – Construction Phase Services*** for the NE 36th Street Reconstruction project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

| | |
|---|---|
| • Pre-Construction Meeting | April 28, 2022 |
| • Begin Resident Observation | May 9, 2022 |
| • Interim Project Substantial Completion | October 10, 2022 |
| • Overall Project Substantial Completion | December 17, 2022 |

### 3.2 Deliverables

The following deliverables are included within this Scope of Services:

- Pre-construction meeting notices, agenda, and minutes
- Copies of reviewed Contractor submittals
- Copies of daily observation and site visit notes; weekly report of working days; quantity measurements and tabulations; and construction related reports (e.g., concrete testing)
- Payment Applications
- Change Orders
- Punch-lists at Substantial Completion and at Final Completion
- Engineer's Certificate of Completion
- Post-construction Submittal of Record Drawings
- Final Assessment Plat and Schedule

CLIENT and COMPANY agree to amend **4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT** of the original Professional Services Agreement as follows:

## 4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

The following items are not included as part of this Agreement:

- Design plan modifications requested by CLIENT or Contractor during construction.
- Hazardous materials investigations and testing.
- Geotechnical investigations or soil mitigation plans.
- Costs associated with project delay or scope changes outside the control of COMPANY.
- Preparation of utility relocation plans other the DMWW facilities specified.

- Coordination and meetings with property owners, local interest groups, City Council, or public.

Supplemental services not included in this Agreement can be provided by COMPANY under separate agreement, if desired.

CLIENT and COMPANY agree to amend **5.0 CLIENT RESPONSIBILITIES** of the original Professional Services Agreement as follows:

## 5.0 CLIENT RESPONSIBILITIES

COMPANY will rely on CLIENT for the following items:

- Confirm staked locations of traffic signal poles prior to construction by the Contractor.
- Provide meeting time and location for Pre-construction Meeting.
- Participate in Final Closeout activities.
- Approve Payment Applications.

CLIENT and COMPANY agree to amend **6.0 PROFESSIONAL SERVICES FEE** of the original Professional Services Agreement as follows:

## 6.0 PROFESSIONAL SERVICES FEE

### 6.5 Payment

In consideration for these services, CLIENT agrees to adjust the payment for services performed by COMPANY on a Time and Material basis with a Not-to-Exceed fee to be increased by **$368,900** summarized as follows:

| | |
|---|---|
| • **Phase 15.0 – Construction Phase Services** | **$ 368,900** |
| o Task 15.1 – Project Management | $ 46,000 |
| o Task 15.2 – Pre-construction and Progress Meetings | $ 20,000 |
| o Task 15.3 – Contractor Submittals | $ 12,700 |
| o Task 15.4 – Resident Observation | $ 154,200 |
| o Task 15.5 – Payment Applications | $ 3,200 |
| o Task 15.6 – Engineer Site Visits | $ 32,600 |
| o Task 15.7 – Clarifications and Change Orders | $ 13,800 |
| o Task 15.8 – Utility Coordination | $ 6,100 |
| o Task 15.9 – Final Closeout | $ 6,900 |
| o Task 15.10 – Material Testing | $ 18,500 |
| o Task 15.11 – Right-of-Way Survey | $ 8,000 |
| o Task 15.12 – Construction Survey | $ 32,000 |
| o Task 15.13 – As-Built Survey | $ 5,000 |
| o Task 15.14 – As-Built Record Drawings | $ 9,900 |

The summary above is provided for information purposes. Fee for each Task and Phase may be reallocated to other Tasks and Phases based on project workflow.

The total authorized compensation after this Amendment, including the original Professional Services Agreement, is **One Million Twenty-Four Thousand Four Hundred Dollars ($1,024,400.00).**

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement represents the entire and integrated AGREEMENT between CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

HR GREEN, INC.

Approved by:
Printed/Typed Name: Andrew Mrowicki, PE
Title: President - Construction Date: May 17, 2022

CITY OF ANKENY

Accepted by:
Printed/Typed Name: Mark E. Holm
Title: Mayor Date: 6·6·22

Attest: michelle Yuska
Printed/Typed Name: Michelle Yuska
Title: City Clerk Date: 6·6·22

# HR GREEN, INC.
# PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 4

THIS AMENDMENT, made this 20th day of May 2024 by and between, the City of Ankeny (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

## NE 36th Street Reconstruction – I-35 to NE Four Mile Drive

hereby amends the original Professional Services Agreement (AGREEMENT) dated April 5, 2021, Amendment No. 1 dated November 1, 2021, Amendment No. 2 dated January 3, 2022, and Amendment No. 3 dated June 6, 2022 as follows:

CLIENT and COMPANY agree to amend **2.0 SCOPE OF SERVICES** of the original Professional Services Agreement as follows:

## 2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform the following services as part of THIS AMENDMENT:

- Phase 12.0 – Special Assessment Services
- Phase 14.0 – Construction Phase Services

## 2.12 Phase 12.0 - Special Assessment Services

### *2.12.5 Final Assessment Plat and Schedule*

COMPANY prepared the Final Assessment Plat and Schedule documentation package and performed the following related tasks to support CLIENT in the formation of a Special Assessment District.

COMPANY tabulated actual final quantities and costs based on COMPANY and Contractor pay applications, MidAmerican Energy street lighting installation costs, and property acquisition costs to determine the Assessable Project Costs. The final costs included two Divisions defined as follows:

- Division 1 – Assessment Quantities and Costs
- Division 2 – Non-Assessment Quantities and Costs

Division 1 Assessment Quantities and Costs generally included items related to earthwork, streets, and site work, including, but not limited to excavation, subbase, subgrade preparation, subdrains, concrete pavement, sidewalks, driveways, pavement markings, seeding, and temporary erosion control measures. Division 2 Non-Assessment Quantities and Costs generally included sewers and drains and sewer structures.

COMPANY partnered with NILLES to prepare the Final Assessment Plat. COMPANY and NILLES assumed the Assessment Area Boundary was final and no updates to the Assessment Area Boundary Description were anticipated.

Parcel 6 was subdivided during the period between Preliminary Assessments and Final Assessments. Final Assessment Plat included Parcel 6 revisions to define Parcel 6A and Parcel 6B boundaries, legal descriptions, and Assessment Benefit / Point Method areas. Final Assessment Schedule included revised calculations for Parcels 6A and 6B and incorporate final costs and quantities into final calculations for all Parcels.

## 2.14 Phase 14.0 – Construction Phase Services

### *2.14.4 Resident Observation*

An additional 140 hours of resident observation were necessary during the relocation of utilities from May of 2022 through August of 2022. The resident observer was present during the relocation of utilities providing resolution to inquiries and conflicts.

### *2.14.7 Clarifications and Change Orders*

NE 36th Street & NE Four Mile Drive Southwest Quadrant Grading Change Order

A significant effort was necessary to perform the unanticipated changes to the design of the southwest quadrant of NE 36th Street and NE Four Mile Drive. The slopes were redesigned and regraded in order to resolve property owner concerns. Efforts to complete the design of the new grading included:

- Two on-site meetings with the City and property owners to discuss the owner's concerns and proposed grading changes;
- Design and model of multiple grading alternatives and evaluation of alternatives with the City;
- Revisions to the "D" (plan-profile) and "W" (cross section) Sheets and coordination of changes with the Contractor and Surveyor;
- Coordination and relocation of the existing City fiber handhole due to conflicts/impacts created by the revised grading;
- Additional site visits by the Engineer and Resident Observer to inspect grading work/stakes, resolve Contractor concerns, review relocation options for the existing fiber handhole, and verify grading completion.

### *2.14.12 Construction Survey*

The following additional work was performed by NILLES:

Paving and Utilities

- Staked alignments for utility relocation contractors during utility relocations that occurred from May of 2022 through August of 2022. These were provided in order to assist and accelerate the work of the utility relocation contractors and to mitigate potential conflicts with the roadway construction.

Change Orders

- Provided topographic survey and construction staking for the NE 36th Street & NE Four Mile Drive southwest quadrant grading Change Order.

The CLIENT and COMPANY agree to amend **3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT** of the original Professional Services Agreement as follows:

## 3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

### 3.2 Deliverables

The following deliverables are included within the Scope of Services for THIS AMENDMENT:

- Final Assessment Plat and Schedule

CLIENT and COMPANY agree to amend **6.0 PROFESSIONAL SERVICES FEE** of the original Professional Services Agreement as follows:

## 6.0 PROFESSIONAL SERVICES FEE

### 6.5 Payment

In consideration for these services, CLIENT agrees to adjust the payment for services performed by COMPANY on a Time and Material basis with a Not-to-Exceed fee to be increased by **$50,922.00** summarized as follows:

| | |
|---|---|
| **Phase 12.0 – Special Assessment Services** | **$ 15,000** |
| Task 12.5 – Final Assessment Plat and Schedule | $ 15,000 |
| | |
| **Phase 14.0 – Construction Phase Services** | **$ 35,922** |
| Task 14.4 – Resident Observation | $ 15,760 |
| Task 14.7 – Clarifications and Change Orders | $ 9,866 |
| Task 14.12 – Construction Survey | $ 10,296 |

The summary above is provided for information purposes. Fee for each Task and Phase may be reallocated to other Tasks and Phases based on project workflow.

The total authorized compensation after this Amendment, including the original Professional Services Agreement, is **One Million Seventy-Five Thousand Three Hundred Twenty-Two Dollars ($1,075,322.00).**

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement represents the entire and integrated AGREEMENT between CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

HR GREEN, INC.

Approved by: ______________________

Printed/Typed Name: Andrew Mrowicki, PE

Title: President - Construction  Date: May 13, 2024

CITY OF ANKENY

Accepted by: ______________________

Printed/Typed Name: Mark E. Holm

Title: Mayor  Date: ____________

Attest: ______________________

Printed/Typed Name: Diane Klemme

Title: Deputy City Clerk  Date: ____________

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by $3,500.00 to Iowa Civil Contracting, Inc., for construction services on the 2024 PCC Pavement Preservation Program - Crack and Jointing Filling 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** |
|---|
| 🗋 Change Order #1 |

# CHANGE ORDER FORM

city of Ankeny
bringing it all together

**Project Title:** 2024 PCC Pavement Preservation Program - Crack and Joint Filling
**Contractor:** Iowa Civil Contracting, Inc.
**Address:** 1106 3rd Street PO Box Q Victor, IA 52347
**Finance Budget Code:** 915.3915.4451 **Finance Project #:** 915.4451
**Vendor Project #:** **Purchase Order #:**
**Original Contract Date:** April 1, 2024 **Vendor Account #:** 9633

---

**Date of Council Meeting:** May 20, 2024 **Change Order #:** 1

**Purpose of Change Order:**

6.02, 6.03 - Additional remediation was determined to be necessary during time of construction.

**Details of Change Order:**

| ITEM # | DESCRIPTION | UNITS | QUANTITY CHANGE | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 6.02 | Intake Adjustment, Minor, Double Grate | 1 | (1.00) | $ 4,000.00 | $ (4,000.00) |
| 6.03 | Intake Adjustment, Major, Single Grate | 1 | 1.00 | $ 7,500.00 | $ 7,500.00 |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |

**Change Order #:** 1 **makes the following adjustments to the Contract:** **$ 3,500.00**

Contractor Accepted: Iowa Civil Contracting, Inc.
Firm Name
Signature
Date 5/10/24

Engineer Approved: City of Ankeny
Firm Name
Adam Lust
Signature
Date 05/10/24

Owner Accepted: City of Ankeny
Signature
Title Mayor
Date May 20, 2024

Attest for Owner:
Signature
Title City Clerk
Date May 20, 2024

**Record of Change Orders:**

| **Original Contract Amount** | | **$ 492,635.80** |
|---|---|---|
| # | Change Order Date | Amount |
| 1 | May 20, 2024 | $ 3,500.00 |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |

**Revised Contract Amount** **$ 496,135.80**

Date Printed: 5/8/2024

city of Ankeny
bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by $2,711.28 to Jasper Construction Services, Inc., for construction services on the SE Delaware Avenue and SE 54th Street 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** |
|---|
| 🗋 Change Order #1 |

# CHANGE ORDER FORM

city of Ankeny
bringing it all together

**Project Title:** SE Delaware Avenue and SE 54th Street Traffic Signal
**Contractor:** Jasper Construction Services, Inc.
**Address:** 928 N 19th Ave E, Newton, IA 50208
**Finance Budget Code:** 965.3965.4456 **Finance Project #:** 965.4456
**Vendor Project #:** 0 **Purchase Order #:** 0
**Original Contract Date:** November 6, 2023 **Vendor Account #:** 9517

---

**Date of Council Meeting:** May 20, 2024 **Change Order #:** 1

**Purpose of Change Order:**

Cost to add property owner in SW corner of site to Contractor's certifcate of insurance to assist in ROW acquisition.

Modifications to traffic signal and fiber optic construction based on attached revisions on 3/25/24 and 4/16/24.

**Details of Change Order:**

| ITEM # | DESCRIPTION | UNITS | QUANTITY CHANGE | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 11.03 | Revised Certificate of Insurance | LS | 1.00 | $ 550.00 | $ 550.00 |
| 8.19 | Signal Construction Modifications | LS | 1.00 | $ 2,161.28 | $ 2,161.28 |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |

**Change Order #:** 1 **makes the following adjustments to the Contract:** **$ 2,711.28**

Contractor Accepted: Jasper Construction Services, Inc.
Firm Name
Signature
5/10/24
Date

Engineer Approved: Snyder & Associates, Inc.
Firm Name
Signature Andrew Houchin, P.E.
5/10/24
Date

reviewed by JHart 5/10/24

Owner Accepted: City of Ankeny

Signature
Mayor
Title
May 20, 2024
Date

Attest for Owner:

Signature
City Clerk
Title
May 20, 2024
Date

**Record of Change Orders:**

| **Original Contract Amount** | | **$ 436,109.00** |
|---|---|---|
| # | Change Order Date | Amount |
| 1 | May 20, 2024 | $ 2,711.28 |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |

**Revised Contract Amount** **$ 438,820.28**

Date Printed: 5/10/2024

JASPER Construction

Jasper Construction Services, Inc.
928 N. 19th Avenue E.
Newton, IA 50208
Phone: 641-792-8650
Fax: 641-792-7088
E-mail: jasper@jasperco.com

April 10th, 2024

Andrew Houchin
Traffic Engineer
Snyder & Associates

RE: Ankeny SE Delaware Ave. and SE 54th St. Traffic Signal – Change Order Request

Andrew,

Jasper Construction Services, is requesting the following change order for the above referenced project:

Revise Certificate of Insurance to Add Property Owner as Additionally Insured on Project
Price: $550.00/LS

Property Owner Details:
Industrial Logistics Properties Trust and
all affiliates and subsidiaries of the owner,
The RMR Group LLC
255 Washington St, Suite 100
Newton, MA 02458

Please don't hesitate to contact this office if you have any questions.

Sincerely,

Cliff Rhoads

Jasper Construction Services, Inc.
928 N. 19th Avenue E.
Newton, IA 50208
Phone: 641-792-8650
Fax: 641-792-7088
E-mail: jasper@jasperco.com

May 1st, 2024

Andrew Houchin
Traffic Engineer
Snyder & Associates

RE: Ankeny SE Delaware Ave. and SE 54th St. Traffic Signal – Change Order Request

Andrew,

Jasper Construction Services, is requesting the following change order for the above referenced project based on traffic signal plan revisions on 3/25/24 and 4/16/24:

3/25/24 Revision – SE corner mast arm pole (pole 4) relocation

1. SE corner mast arm pole – place 15 ft due east of original plan location
2. Pedestal pole in SE corner pole for east leg crossing (pole 11) – 10' pole instead of 5' and place pedestrian head on it
    a. Remove one 5' pedestal pole and add one 10' pedestal pole
    b. Add additional 5c cable to pole 11, approximately 290'

4/16/24 Revision – Fiber handhole layout change

1. Handhole 8 (first one north of Corporate Woods Dr) – Switch from Type III to Type IV and relocate to near the first access north of Corporate Woods Dr.
    a. Remove one Type III (8.03) and add one Type IV (8.04)
        i. Type IV handhole is submitted at a revised price due to a material price increase for this item since the project bid date of 10/31/23.
2. Handhole 9 (between handhole 8 and SE 54th St) – Relocate as shown
3. Handhole 10 (at SE 54th St) – Relocate as shown
    a. Additional 60 ft of 24 ct SM fiber (8.05) and 2" conduit (8.07)

JASPER Construction

Jasper Construction Services, Inc.
928 N. 19th Avenue E.
Newton, IA 50208
Phone: 641-792-8650
Fax: 641-792-7088
E-mail: jasper@jasperco.com

| Change Order: Ankeny SE Delaware Ave & SE 54th Street Traffic Signals | | | | |
|---|---|---|---|---|
| DESCRIPTION | Quantity | Unit | Unit Price | Total Price |
| SE Corner Mast Arm Pole 4 - Relocate 15' Due East | 1 | LS | $0.00 | $0.00 |
| SE Corner Pedestal Pole 11 - Remove 5' Pedestal Pole | 1 | EA | -$1,135.00 | -$1,135.00 |
| SE Corner Pedestal Pole 11 - Add 10' Pedestal Pole | 1 | EA | $1,370.00 | $1,370.00 |
| SE Corner Pedestal Pole 11 - Add 5c Cable | 290 | LF | $1.32 | $382.80 |
| Handhole 8 - Remove Type III Handhole | 1 | EA | -$1,260.00 | -$1,260.00 |
| Handhole 8 - Add Type IV Handhole | 1 | EA | $1,950.00 | $1,950.00 |
| Handhole 9 - Relocate | 1 | LS | $0.00 | $0.00 |
| Handhole 10 - Relocate and Add 24 ct SM Fiber (City Provided) | 60 | LF | $3.45 | $207.00 |
| Handhole 10 - Relocate and Add 2" PVC Conduit | 60 | LF | $7.50 | $450.00 |
| | | | Subtotal: | $1,964.80 |
| | | | Prime Contractor Markup: | $196.48 |
| | | | Total: | $2,161.28 |

Please don't hesitate to contact this office if you have any questions.

Sincerely,

Cliff Rhoads

**Terry-Durin Co.**
Electrical Telecommunication Supply Company

**Innerduct.com**
"The Innerduct Specialists"

# Quote

**Order # 152116-00**

| Entered Date | Taken By | Expiration Date |
|---|---|---|
| 10/30/23 | LF01 | 11/30/23 |

| PO # | Requested Ship Date |
|---|---|
| Ankeny | 2/1/24 |

**Bill To**
KLINE ELECTRIC
6355 NE 14TH STREET
DES MOINES, IA 50313

**Correspondence To**
TERRY-DURIN COMPANY
409 7TH AVE SE
CEDAR RAPIDS, IA 52401
(319) 364-4106

**Customer #** 5702

**Ship To**
KLINE ELECTRIC
6355 NE 14TH STREET
DES MOINES, IA 50313

| Instructions | Package ID |
|---|---|
| | |

| Ship Point | Via | Shipped | Terms |
|---|---|---|---|
| CEDAR RAPIDS TERRY-DURIN | | | Net 30 Days |

| Line | Product and Description | Order Quantity | Backorder Quantity | Shipped Quantity | Qty UM | Unit Price | Price UM | Amount(Net) |
|---|---|---|---|---|---|---|---|---|
| 1 | TV243630PCT22<br>HH PC 24X36X30 TIER 22<br>BLANK INDENT | 3.00 | 0.00 | 0.00 | E | 700.00000 | E | 2,100.00 |
| 2 | TV304836PCT22<br>HH PC 30X48X36 2PC T22<br>BLANK INDENT | 2.00 | 0.00 | 0.00 | E | 1,000.00000 | E | 2,000.00 |
| 3 | SNP0208-TRAFFIC SIGNAL<br>NAMEPLATES FOR HANDHOLES<br>TRAFFIC SIGNAL | 4.00 | 0.00 | 0.00 | E | 0.00000 | E | 0.00 |
| 4 | SNP-0208-ANKENY<br>2X8 ANKENY FIBER LOGO | 5.00 | 0.00 | 0.00 | each | 0.00000 | each | 0.00 |
| 5 | OUTBOUND FREIGHT<br>FREIGHT | 1.00 | 0.00 | 0.00 | E | 0.00000 | E | 0.00 |
| 5 | Lines Total | 15.00 | | | | | Subtotal | 4,100.00 |
| | | | | | | | Taxes | 0.00 |
| | | | | | | | Total | 4,100.00 |

Cash Discount 0.00 If Paid Within Terms

Terms of Payment: Terms are Net 30 Days from the invoice date unless otherwise agreed to in writing. Failure to make payment within the terms agreed upon may result in one or more of the following: deferring shipments; requiring advance payment for future shipments; termination of the contract in its entirety.
Sales Tax: If purchaser is tax exempt, purchaser must submit certificate of exemption to Terry-Durin Company / Innerduct.com prior to sales taxes being removed from the invoice.
Returned material: The amount of credit, if any, allowed to Purchaser for materials returned, shall be the sole discretion of Terry-Durin Company / Innerduct.com. Most items may be returned within 30 days of receipt. Please contact Terry-Durin Company/Innerduct.com for Return Authorization form and shipping instructions prior to return. Shipping charges are prepaid unless otherwise arranged in advance. All merchandise must be carefully packed and will be subject to a charge if not in saleable condition.
Custom and Non-Stock Products: All custom products and non-stock items are sold on a "FINAL SALE" basis only. No cancellations, returns, refunds or credits are allowed.
Damage in shipment: Items may occasionally be damaged in transit. Freight carriers are liable for damages only when damage is indicated on the bill of lading before Purchaser signs for the shipment. If damage is found, purchaser must write details on the bill of lading and save the shipment, including the outside container and inside packing material. The delivery carrier must also inspect the material and note the bill of lading.
Shipping errors: Any claim of error in weight, number or other specifications must be noted on the bill of lading and claims arising therefrom must be made in writing within ten(10) days after receipt by the Purchaser or claim shall be considered waived.

Terry-Durin Co.
Electrical/Telecommunication Supply Company

Innerduct.com
"The Innerduct Specialists!"

# Quote
Order # 158855-00

| Entered Date | Taken By | Expiration Date |
|---|---|---|
| 4/16/24 | LF01 | |
| **PO #** | **Requested Ship Date** | |
| HANDHOLE | 4/30/24 | |

**Bill To**
KLINE ELECTRIC
6355 NE 14TH STREET
DES MOINES, IA 50313

**Customer #** 5702

**Correspondence To**
TERRY-DURIN COMPANY
409 7TH AVE SE
CEDAR RAPIDS, IA 52401

**Ship To**
KLINE ELECTRIC
6355 NE 14TH STREET
DES MOINES, IA 50313

**Instructions**

| Ship Point | Via | Shipped | Terms |
|---|---|---|---|
| CEDAR RAPIDS<br>TERRY-DURIN | | | Net 30 Days |

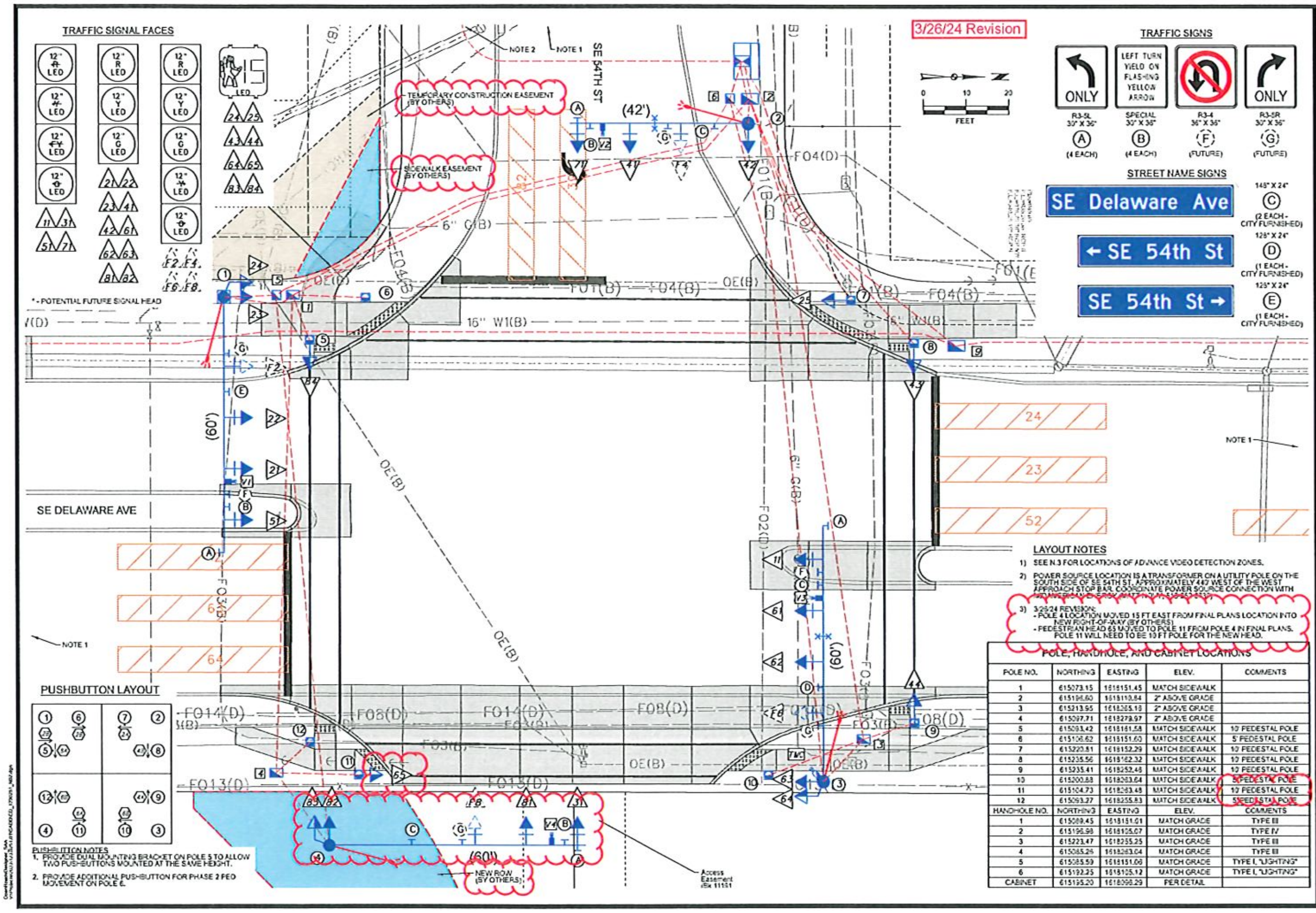
**Notes**
ANKENY SE DELAWARE AND SE 54TH

| Line | Product and Description | Order Quantity | Unit Price | Price UM | Amount(Net) |
|---|---|---|---|---|---|
| 2 | TV304836PCT22<br>HH PC 30X48X36 2PC T22<br>BLANK INDENT | 1.00 | 1,275.00000 | E | 1,275.00 |
| 1 | Lines Total | 1.00 | | Subtotal | 1,275.00 |
| | | | | Taxes | 00.00 |
| | | | | Total | 1,275.00 |

***Please review every line of this quote for accuracy and notify us immediately if anything is incorrect. Any change in either quantity or description could change pricing or result in cancellation. Pricing and lead times are subject to Force Majeure. Some material may be non-cancelable or non-returnable.***

***Raw material prices may change over the quoted order period. If such an event occurs, Terry-Durin Company / Innerduct.com reserves the right to adjust selling prices in proportion to the raw material cost changes.***

***Terry-Durin Company / Innerduct.com make NO REPRESENTATION that the products supplied under this Quote comply or do not comply with the Buy American Act. Any such certification requests must be submitted for consideration prior to order submission.***


3/26/24 Revision
TRAFFIC SIGNAL FACES
12" R LED
12" Y LED
12" G LED
12" FY LED
LED
* - POTENTIAL FUTURE SIGNAL HEAD
TEMPORARY CONSTRUCTION EASEMENT (BY OTHERS)
SIDEWALK EASEMENT (BY OTHERS)
SE 54TH ST
SE DELAWARE AVE
NOTE 1
NOTE 2
(42')
(60')
(60')
(60')
FO1(B)
FO4(B)
FO4(D)
OE(B)
16" W1(B)
6" G(B)
FO2(D)
FO3(B)
FO8(D)
FO13(D)
FO14(D)
NEW ROW (BY OTHERS)
Access Easement #Bk 11151
0 10 20
FEET
PUSHBUTTON LAYOUT

**TRAFFIC SIGNS**

| Sign | Size | Symbol | Quantity |
|---|---|---|---|
| R3-5L (ONLY) | 30" X 36" | Ⓐ | (4 EACH) |
| SPECIAL (LEFT TURN YIELD ON FLASHING YELLOW ARROW) | 30" X 36" | Ⓑ | (4 EACH) |
| R3-4 | 36" X 36" | Ⓕ | (FUTURE) |
| R3-5R (ONLY) | 30" X 36" | Ⓖ | (FUTURE) |

**STREET NAME SIGNS**

| Sign | Size | Symbol | Quantity |
|---|---|---|---|
| SE Delaware Ave | 145" X 24" | Ⓒ | (2 EACH - CITY FURNISHED) |
| ← SE 54th St | 125" X 24" | Ⓓ | (1 EACH - CITY FURNISHED) |
| SE 54th St → | 125" X 24" | Ⓔ | (1 EACH - CITY FURNISHED) |

**PUSHBUTTON NOTES**

1. PROVIDE DUAL MOUNTING BRACKET ON POLE 5 TO ALLOW TWO PUSHBUTTONS MOUNTED AT THE SAME HEIGHT.
2. PROVIDE ADDITIONAL PUSHBUTTON FOR PHASE 2 PED MOVEMENT ON POLE 6.

**LAYOUT NOTES**

1) SEE N.3 FOR LOCATIONS OF ADVANCE VIDEO DETECTION ZONES.
2) POWER SOURCE LOCATION IS A TRANSFORMER ON A UTILITY POLE ON THE SOUTH SIDE OF SE 54TH ST, APPROXIMATELY 440' WEST OF THE WEST APPROACH STOP BAR. COORDINATE POWER SOURCE CONNECTION WITH [illegible]
3) 3/26/24 REVISION:
- POLE 4 LOCATION MOVED 15 FT EAST FROM FINAL PLANS LOCATION INTO NEW RIGHT-OF-WAY (BY OTHERS)
- PEDESTRIAN HEAD 65 MOVED TO POLE 11 FROM POLE 4 IN FINAL PLANS. POLE 11 WILL NEED TO BE 10 FT POLE FOR THE NEW HEAD.

**POLE, HANDHOLE, AND CABINET LOCATIONS**

| POLE NO. | NORTHING | EASTING | ELEV. | COMMENTS |
|---|---|---|---|---|
| 1 | 615073.15 | 1618151.45 | MATCH SIDEWALK | |
| 2 | 615196.60 | 1618110.84 | 2" ABOVE GRADE | |
| 3 | 615213.95 | 1618265.18 | 2" ABOVE GRADE | |
| 4 | 615097.71 | 1618278.97 | 2" ABOVE GRADE | |
| 5 | 615093.42 | 1618161.58 | MATCH SIDEWALK | 10' PEDESTAL POLE |
| 6 | 615106.62 | 1618151.60 | MATCH SIDEWALK | 5' PEDESTAL POLE |
| 7 | 615220.81 | 1618152.29 | MATCH SIDEWALK | 10' PEDESTAL POLE |
| 8 | 615235.56 | 1618162.32 | MATCH SIDEWALK | 10' PEDESTAL POLE |
| 9 | 615235.41 | 1618252.46 | MATCH SIDEWALK | 10' PEDESTAL POLE |
| 10 | 615200.88 | 1618263.64 | MATCH SIDEWALK | ~~5' PEDESTAL POLE~~ |
| 11 | 615104.73 | 1618263.48 | MATCH SIDEWALK | 10' PEDESTAL POLE |
| 12 | 615093.27 | 1618255.83 | MATCH SIDEWALK | ~~5' PEDESTAL POLE~~ |
| HANDHOLE NO. | NORTHING | EASTING | ELEV. | COMMENTS |
| 1 | 615089.45 | 1618151.01 | MATCH GRADE | TYPE III |
| 2 | 615196.98 | 1618105.07 | MATCH GRADE | TYPE IV |
| 3 | 615223.47 | 1618255.25 | MATCH GRADE | TYPE III |
| 4 | 615085.26 | 1618263.04 | MATCH GRADE | TYPE III |
| 5 | 615085.59 | 1618151.06 | MATCH GRADE | TYPE I, "LIGHTING" |
| 6 | 615192.25 | 1618105.12 | MATCH GRADE | TYPE I, "LIGHTING" |
| CABINET | 615195.20 | 1618098.29 | PER DETAIL | |

| MARK | REVISION | DATE | BY |
|---|---|---|---|
| | | | |

Engineer: AJH
Checked By: AGR
Scale: 1"=10'
Technician: DSG
Date: 09/06/2023
Field Bk: Pg:
Project No: 1230251
Sheet N.2

## SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL

TRAFFIC SIGNAL LAYOUT

ANKENY, IOWA

**SNYDER & ASSOCIATES, INC.**

2727 SW SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

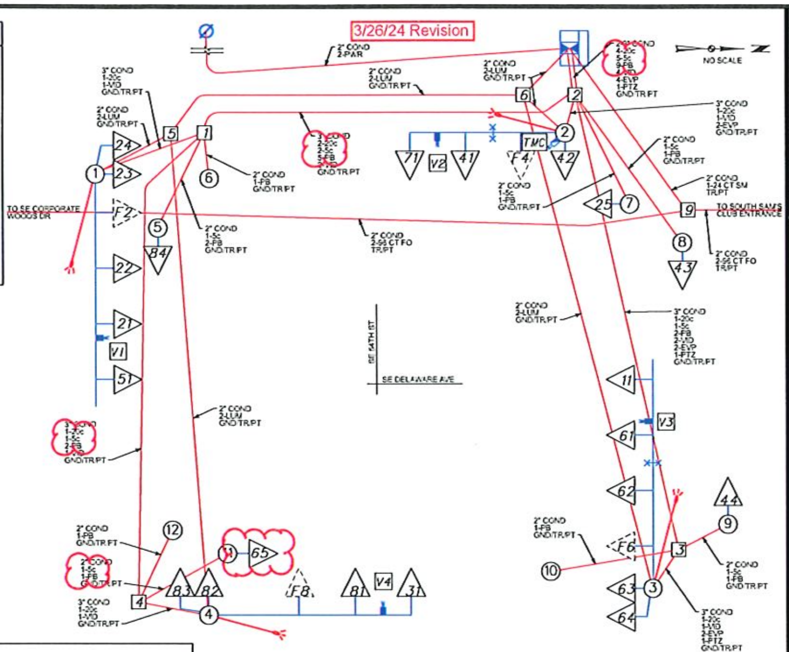
Project No: 1230251
Sheet N.2

## DETECTOR SUMMARY

| CAMERA NUMBER | DETECTION ZONE | ZONE LIMITS (DISTANCE FROM STOP LINE) | PHASE CALLED | PHASE EXTENDED | DETECTOR INPUT ASSIGNMENT | COMMENTS |
|---|---|---|---|---|---|---|
| V1 | 21 | 250' TO 360' | 2 | 2 | 26 | |
| | 22 | 250' TO 360' | 2 | 2 | 34 | |
| | 23 | 0' TO 40' | 2 | 2 | 2 | |
| | 24 | 0' TO 40' | 2 | 2 | 10 | |
| | 51 | 70' TO 110' | 2 | 2 | 29 | |
| | 52 | 0' TO 40' | 2.5 | 2.5 | 5 | |
| V2 | | | | | | FUTURE ZONES |
| V3 | 11 | 90' TO 130' | 6 | 6 | 25 | |
| | 12 | 0' TO 40' | 1.6 | 1.6 | 1 | |
| | 61 | 250' TO 360' | 6 | 6 | 30 | |
| | 62 | 250' TO 360' | 6 | 6 | 38 | |
| | 63 | 0' TO 40' | 6 | 6 | 6 | |
| | 64 | 0' TO 40' | 6 | 6 | 14 | |
| V4 | 31 | 170' TO 210' | 8 | 8 | 27 | |
| | 32 | 0' TO 40' | 3.8 | 3.8 | 3 | |
| | 81 | 210' TO 250' | 8 | 8 | 32 | |
| | 82 | 0' TO 40' | 8 | 8 | 8 | |
| | | | | | | |
| 2A,2B | | | | | | PED PB |
| 4A,4B | | | | | | PED PB |
| 6A,6B | | | | | | PED PB |
| 8A,8B | | | | | | PED PB |

## WIRING LEGEND

| | |
|---|---|
| ▷ | SIGNAL NUMBER |
| ○ | POLE NUMBER |
| □ | HANDHOLE NUMBER |
| ⬭ | EXISTING DETECTOR NUMBER |
| ⬭ | PROPOSED DETECTOR NUMBER |
| ■ | VIDEO DETECTION CAMERA |
| ◩ | PTZ CAMERA |
| □ | VIDEO CAMERA NUMBER |
| —× | EMERGENCY VEHICLE DETECTOR |
| COND | CONDUIT |
| PWR | POWER CABLE |
| LUM | LUMINAIRE (1c #8) |
| PB | PEDESTRIAN PUSHBUTTON (2c) |
| EVP | EMERGENCY VEHICLE PREEMPTION |
| TMC | TRAFFIC MONITOR CAMERA CABLE |
| VID | VIDEO OR DETECTION CABLE(S) |
| FO | FIBER OPTIC CABLE |
| GND | GROUND WIRE (1c #6) |
| TR | TRACER WIRE (1c #10) |
| PT | PULL TAPE |


3/26/24 Revision
Ø
2" COND
2-PAR
NO SCALE
3" COND
1-20c
1-VID
GND/TR/PT
2" COND
2-LUM
GND/TR/PT
5
1
6
2" COND
1-PB
GND/TR/PT
3" COND
2-20c
2-5c
5-PB
GND/TR/PT
24
23
1
TO SE CORPORATE WOODS DR
F2
5
84
2" COND
1-5c
2-PB
GND/TR/PT
2" COND
2-98 CT FO
TR/PT
22
21
V1
51
2" COND
4-20c
5-5c
9-PB
4-EVP
1-PTZ
GND/TR/PT
6
2
3" COND
1-20c
1-VID
2-EVP
GND/TR/PT
2
TMC
71
V2
41
F4
42
2" COND
1-5c
1-PB
GND/TR/PT
25
7
2" COND
1-24 CT SM
TR/PT
9
TO SOUTH SAM'S CLUB ENTRANCE
8
43
2" COND
2-98 CT FO
TR/PT
SE 54TH ST
SE DELAWARE AVE
2" COND
2-LUM
GND/TR/PT
3" COND
1-20c
1-5c
2-PB
2-VID
2-EVP
1-PTZ
GND/TR/PT
11
V3
61
62
44
9
3" COND
1-20c
1-5c
2-PB
GND/TR/PT
2" COND
1-PB
GND/TR/PT
12
11
65
2" COND
1-5c
1-PB
GND/TR/PT
3" COND
1-20c
1-VID
GND/TR/PT
4
83
82
4
F8
81
V4
31
2" COND
1-PB
GND/TR/PT
F6
3
10
2" COND
1-5c
1-PB
GND/TR/PT
63
3
64
3" COND
1-20c
1-VID
2-EVP
1-PTZ
GND/TR/PT

### DETECTION NOTES:

1. ZONE LIMITS ARE FOR DETECTION LIMITS ONLY. ACTUAL DETECTION AREAS FOR EACH ZONE WILL BE DETERMINED IN THE FIELD.
2. DELAYS SHALL BE ENTERED IN THE SIGNAL CONTROLLER BY THE CITY.

### TRAFFIC SIGNAL POLE NOTES:

① LOCATION REPRESENTS APPROXIMATE LINEAR DISTANCE FROM POLE MEASURED OUTWARD TO END OF ARM.

② ORIENTATION OF LUMINAIRE ARM REPRESENTS A CLOCKWISE ANGLE MEASURED FROM THE CENTERLINE OF THE MAST ARM.

③ POLES SHALL BE DESIGNED AS PER THE SUDAS SPECIFICATIONS WITH A ONE-PIECE VERTICAL POLE.

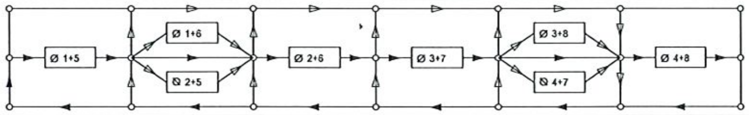
④ UNLESS OTHERWISE DIRECTED, TRAFFIC SIGNAL HEADS ON MAST ARMS ARE TO BE ALIGNED OVER THE CENTER OF INTERSECTION APPROACH LEFT TURN AND DEPARTURE THROUGH LANES. APPROXIMATE LOCATIONS ARE AS SHOWN IN THE TRAFFIC SIGNAL POLE DATA TABLE. CONTRACTOR SHALL FIELD VERIFY SIGNAL HEAD LOCATIONS.

⑤ TOP OF FOOTING TO BE FORMED SQUARE AND FLUSH WITH PROPOSED OR EXISTING SIDEWALK.

## TRAFFIC SIGNAL POLE DATA

| POLE NO. | POLE TYPE | MAST ARM LENGTH/ PEDESTAL HEIGHT (ft.) | TRAFFIC SIGNAL ① HEADS | | ① TRAFFIC SIGNS | | ① VIDEO CAMERAS | ② LUMINAIRE ARM | | | FOOTINGS | | MISCELLANEOUS | TOTAL QUANTITY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | QTY. | LOCATION ON ARM (ft.) | QTY. | LOCATION ON ARM (ft.) | LOCATION ON ARM (ft.) | SPREAD (ft.) | MOUNTING HEIGHT (ft.) | ORIENTATION (degrees) | DIA. (ft.) | DEPTH (ft.) | | |
| 1 | COMBINATION SIGNAL / LIGHTING | 60 | 4 | 52,43,28<br>FUTURE-15 | 5 | 60,43,46,22<br>FUTURE-13 | 43 | 15 | 40 | 0 | 3 | 18 | ③④⑤ | 1 |
| 2 | COMBINATION SIGNAL / LIGHTING | 42 | 3 | 40,28<br>FUTURE-15 | 4 | 42,37,8<br>FUTURE-13 | 34 | 15 | 40 | 0 | 3 | 14 | ③④ | 1 |
| 3 | COMBINATION SIGNAL / LIGHTING | 60 | 4 | 52,43,28<br>FUTURE-15 | 5 | 60,43,46,22<br>FUTURE-13 | 43 | 15 | 40 | 0 | 3 | 18 | ③④ | 1 |
| 4 | COMBINATION SIGNAL / LIGHTING | 60 | 3 | 58,45<br>FUTURE-34 | 4 | 60,55,19<br>FUTURE-31 | 52 | 15 | 40 | 0 | 3 | 18 | ③④ | 1 |
| 6,10-12 | PEDESTAL | 5 | | | | | | | | | 2 | 4 | ⑤ | 4 |
| 5,7-9 | PEDESTAL | 10 | | | | | | | | | 2 | 4 | ⑤ | 4 |

## PHASE FLOW DIAGRAM


Ø 1+5
Ø 1+6
Ø 2+5
Ø 2+6
Ø 3+7
Ø 3+8
Ø 4+7
Ø 4+8

### PHASE FLOW DIAGRAM NOTES:

| | |
|---|---|
| ─▶─ | FLOW PATH IF ALL PHASES ARE REQUESTED |
| ─▷─ | FLOW PATH WHEN PHASE IS NOT REQUESTED BEFORE RIGHT-OF-WAY TRANSFER |

THE RED CLEARANCE INTERVAL SHALL BE INCLUDED IN THE COLOR SEQUENCE WHEN CALLED FOR BY CONTROLLER TIMING.

## INITIAL RECOMMENDED TIMING (SECONDS)

| PHASE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| MINIMUM GREEN | | | | | | | | |
| PASSAGE | | | | | | | | |
| MAXIMUM I | | PROVIDED BY CITY | | | | | | |
| MAXIMUM II | | | | | | | | |
| YELLOW CHANGE | | | | | | | | |
| RED CLEARANCE | | | | | | | | |
| WALK | | | | | | | | |
| PEDESTRIAN CLEARANCE | | | | | | | | |
| ADDED INITIAL | | | | | | | | |
| TIME TO REDUCE | | | | | | | | |
| TIME BEFORE REDUCTION | | | | | | | | |
| MINIMUM GAP | | | | | | | | |

| MARK | REVISION | DATE | BY |
|---|---|---|---|
| | | | |

Engineer: AJH | Checked By: AGH | Scale: 1"=20'
Technician: DSB | Date: 09/06/2023 | Field Bk: Pg:
Project No: 1230251 | Sheet N.3

# SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL

TRAFFIC SIGNAL WIRING AND PHASING

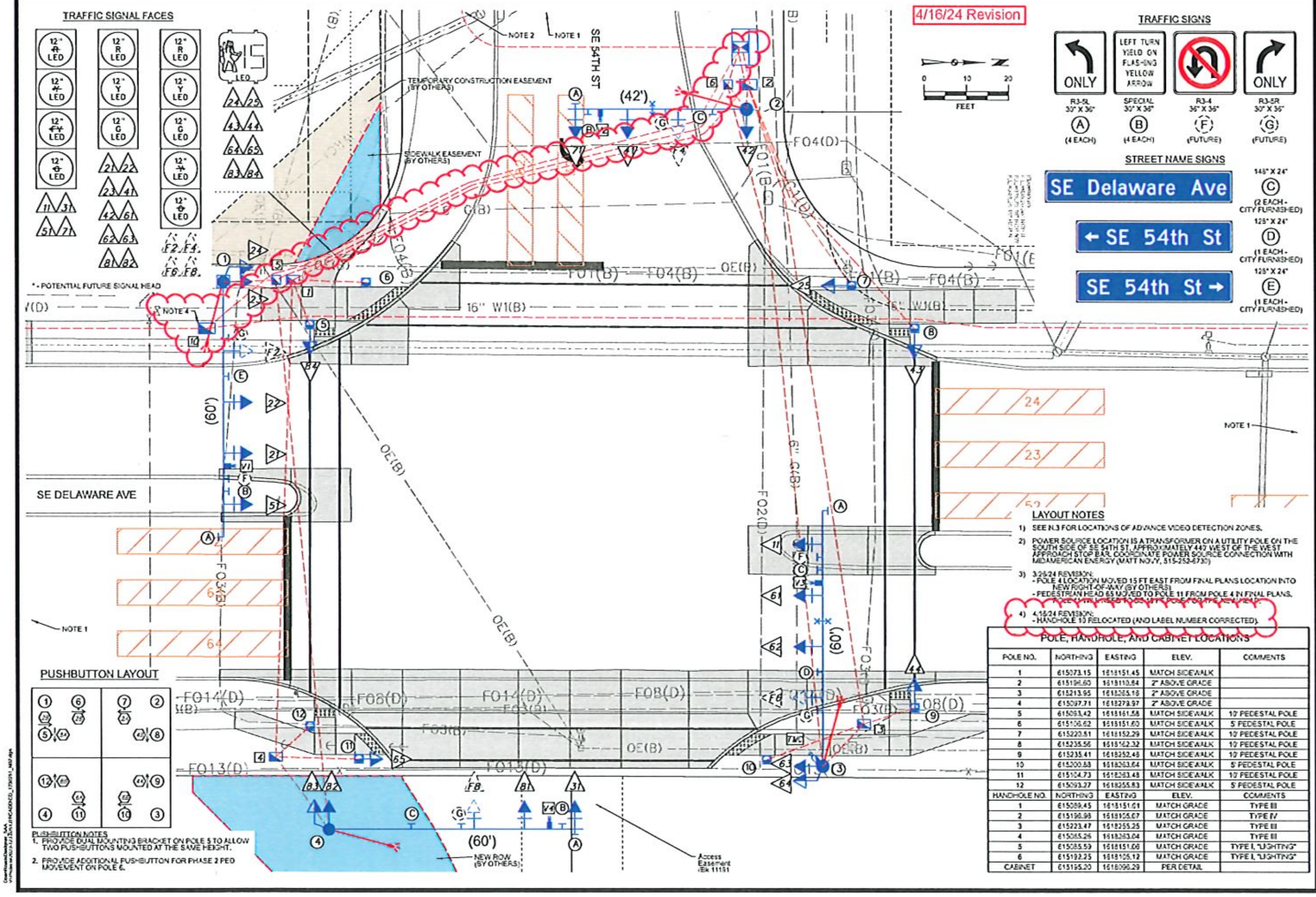
ANKENY, IOWA

**SNYDER & ASSOCIATES, INC.**

2727 SW SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

Project No: 1230251
Sheet N.3


4/16/24 Revision
TRAFFIC SIGNAL FACES
LED
* - POTENTIAL FUTURE SIGNAL HEAD
TEMPORARY CONSTRUCTION EASEMENT (BY OTHERS)
SIDEWALK EASEMENT (BY OTHERS)
NOTE 1
NOTE 2
NOTE 4
SE 54TH ST
SE DELAWARE AVE
(42')
(60')
FEET
NEW ROW (BY OTHERS)
Access Easement Bk 11151
PUSHBUTTON LAYOUT
TRAFFIC SIGNS
ONLY
LEFT TURN YIELD ON FLASHING YELLOW ARROW
ONLY
R3-5L 30" X 36" Ⓐ (4 EACH)
SPECIAL 30" X 36" Ⓑ (4 EACH)
R3-4 36" X 36" Ⓕ (FUTURE)
R3-5R 30" X 36" Ⓖ (FUTURE)
STREET NAME SIGNS
SE Delaware Ave
148" X 24" Ⓒ (2 EACH - CITY FURNISHED)
← SE 54th St
125" X 24" Ⓓ (1 EACH - CITY FURNISHED)
SE 54th St →
125" X 24" Ⓔ (1 EACH - CITY FURNISHED)

PUSHBUTTON NOTES

1. PROVIDE DUAL MOUNTING BRACKET ON POLE 5 TO ALLOW TWO PUSHBUTTONS MOUNTED AT THE SAME HEIGHT.
2. PROVIDE ADDITIONAL PUSHBUTTON FOR PHASE 2 PED MOVEMENT ON POLE 6.

LAYOUT NOTES

1) SEE N.3 FOR LOCATIONS OF ADVANCE VIDEO DETECTION ZONES.

2) POWER SOURCE LOCATION IS A TRANSFORMER ON A UTILITY POLE ON THE SOUTH SIDE OF SE 54TH ST, APPROXIMATELY 447' WEST OF THE WEST APPROACH STOP BAR. COORDINATE POWER SOURCE CONNECTION WITH MIDAMERICAN ENERGY (MATT NOVY, 515-252-6730)

3) 3/28/24 REVISION:
- POLE 4 LOCATION MOVED 15 FT EAST FROM FINAL PLANS LOCATION INTO NEW RIGHT-OF-WAY (BY OTHERS).
- PEDESTRIAN HEAD 65 MOVED TO POLE 11 FROM POLE 4 IN FINAL PLANS. POLE 11 WILL NEED TO BE 10FT POLE FOR THE NEW HEAD.

4) 4/16/24 REVISION:
- HANDHOLE 10 RELOCATED (AND LABEL NUMBER CORRECTED).

POLE, HANDHOLE, AND CABINET LOCATIONS

| POLE NO. | NORTHING | EASTING | ELEV. | COMMENTS |
|---|---|---|---|---|
| 1 | 615073.15 | 1618151.45 | MATCH SIDEWALK | |
| 2 | 615196.60 | 1618110.84 | 2" ABOVE GRADE | |
| 3 | 615213.95 | 1618265.18 | 2" ABOVE GRADE | |
| 4 | 615097.71 | 1618279.97 | 2" ABOVE GRADE | |
| 5 | 615093.42 | 1618161.58 | MATCH SIDEWALK | 10' PEDESTAL POLE |
| 6 | 615106.62 | 1618151.60 | MATCH SIDEWALK | 5' PEDESTAL POLE |
| 7 | 615220.51 | 1618152.29 | MATCH SIDEWALK | 10' PEDESTAL POLE |
| 8 | 615235.56 | 1618162.32 | MATCH SIDEWALK | 10' PEDESTAL POLE |
| 9 | 615235.41 | 1618252.46 | MATCH SIDEWALK | 10' PEDESTAL POLE |
| 10 | 615200.88 | 1618263.64 | MATCH SIDEWALK | 5' PEDESTAL POLE |
| 11 | 615104.73 | 1618263.48 | MATCH SIDEWALK | 10' PEDESTAL POLE |
| 12 | 615093.27 | 1618255.83 | MATCH SIDEWALK | 5' PEDESTAL POLE |
| HANDHOLE NO. | NORTHING | EASTING | ELEV. | COMMENTS |
| 1 | 615089.45 | 1618151.01 | MATCH GRADE | TYPE III |
| 2 | 615196.98 | 1618105.07 | MATCH GRADE | TYPE IV |
| 3 | 615223.47 | 1618255.25 | MATCH GRADE | TYPE III |
| 4 | 615085.26 | 1618263.04 | MATCH GRADE | TYPE III |
| 5 | 615085.59 | 1618151.06 | MATCH GRADE | TYPE I, "LIGHTING" |
| 6 | 615192.25 | 1618105.12 | MATCH GRADE | TYPE I, "LIGHTING" |
| CABINET | 615195.20 | 1618096.29 | PER DETAIL | |

| MARK | REVISION | DATE | BY |
|---|---|---|---|
| 1 | POLE 4 RELOCATED | 3/29/24 | AJH |
| 2 | REVISED FIBER HANDHOLE LAYOUT | 4/16/24 | AJH |

Engineer: AJH
Checked By: AQH
Scale: 1"= 10'
Technician: DSG
Date: 09/06/2023
Field Bk: Pg:
Project No: 1230251
Sheet N.2

SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL
TRAFFIC SIGNAL LAYOUT
ANKENY, IOWA

SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

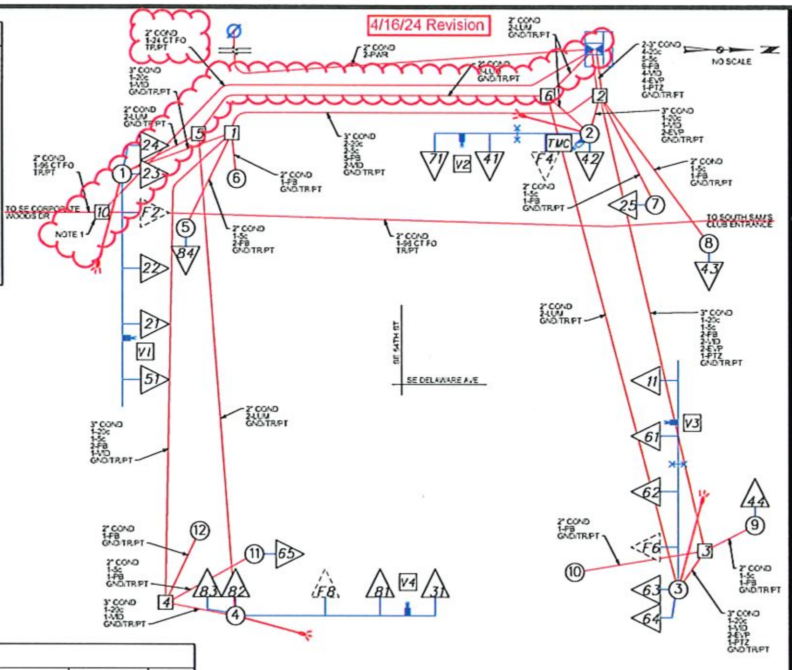
Project No: 1230251
Sheet N.2

## DETECTOR SUMMARY

| CAMERA NUMBER | DETECTION ZONE | ZONE LIMITS (DISTANCE FROM STOP LINE) | PHASE CALLED | PHASE EXTENDED | DETECTOR INPUT ASSIGNMENT | COMMENTS |
|---|---|---|---|---|---|---|
| V1 | 21 | 250' TO 300' | 2 | 2 | 26 | |
| | 22 | 250' TO 360' | 2 | 2 | 34 | |
| | 23 | 0' TO 40' | 2 | 2 | 2 | |
| | 24 | 0' TO 40' | 2 | 2 | 10 | |
| | 51 | 70' TO 110' | 2 | 2 | 29 | |
| | 52 | 0' TO 40' | 2.5 | 2.5 | 5 | |
| V2 | | | | | | FUTURE ZONES |
| V3 | 11 | 90' TO 130' | 6 | 6 | 25 | |
| | 12 | 0' TO 40' | 1.6 | 1.6 | 1 | |
| | 61 | 250' TO 300' | 6 | 6 | 30 | |
| | 62 | 250' TO 360' | 6 | 6 | 38 | |
| | 63 | 0' TO 40' | 6 | 6 | 6 | |
| | 64 | 0' TO 40' | 6 | 6 | 14 | |
| V4 | 31 | 170' TO 210' | 8 | 8 | 27 | |
| | 32 | 0' TO 40' | 3.8 | 3.8 | 3 | |
| | 81 | 210' TO 250' | 8 | 8 | 32 | |
| | 82 | 0' TO 40' | 8 | 8 | 8 | |
| | | | | | | |
| 2A,2B | | | | | | PED PB |
| 4A,4B | | | | | | PED PB |
| 6A,6B | | | | | | PED PB |
| 8A,8B | | | | | | PED PB |

## WIRING LEGEND

| | |
|---|---|
| ▷ | SIGNAL NUMBER |
| ② | POLE NUMBER |
| ☐ | HANDHOLE NUMBER |
| | EXISTING DETECTOR NUMBER |
| ◇ | PROPOSED DETECTOR NUMBER |
| | VIDEO DETECTION CAMERA |
| | PTZ CAMERA |
| ☐ | VIDEO CAMERA NUMBER |
| —× | EMERGENCY VEHICLE DETECTOR |
| COND | CONDUIT |
| PWR | POWER CABLE |
| LUM | LUMINAIRE (1c #8) |
| PB | PEDESTRIAN PUSHBUTTON (2c) |
| EVP | EMERGENCY VEHICLE PREEMPTION |
| TMC | TRAFFIC MONITOR CAMERA CABLE |
| VID | VIDEO OR DETECTION CABLE(S) |
| FO | FIBER OPTIC CABLE |
| GND | GROUND WIRE (1c #6) |
| TR | TRACER WIRE (1c #10) |
| PT | PULL TAPE |


4/16/24 Revision
2" COND 1-24 CT FO TR/PT
2" COND 2-PWR
2" COND 2-LUM GND/TR/PT
2-3" COND 4-20c 5-5c 6-PB 4-VID 4-EVP 1-PTZ GND/TR/PT
NO SCALE
N
3" COND 1-20c 1-VID GND/TR/PT
2" COND 2-LUM GND/TR/PT
2" COND 1-96 CT FO TR/PT
3" COND 2-20c 3-5c 5-PB 3-VID 2-EVP GND/TR/PT
2" COND 1-FB GND/TR/PT
TMC
F4
V2
71
41
42
3" COND 1-20c 1-5c 1-VID 2-EVP GND/TR/PT
2" COND 1-5c 1-FB GND/TR/PT
2" COND 1-5c 1-FB GND/TR/PT
25
TO SE CORPORATE WOODS DR
TO SOUTH SAM'S CLUB ENTRANCE
NOTE 1
F2
84
2" COND 1-5c 2-FB GND/TR/PT
2" COND 1-96 CT FO TR/PT
43
22
21
V1
51
SE 54TH ST
SE DELAWARE AVE
2" COND 2-LUM GND/TR/PT
2" COND 2-LUM GND/TR/PT
3" COND 1-20c 1-5c 2-FB 2-VID 2-EVP 1-PTZ GND/TR/PT
11
V3
61
62
F6
63
64
44
3" COND 1-20c 1-5c 2-FB 1-VID GND/TR/PT
2" COND 1-FB GND/TR/PT
2" COND 1-5c 1-FB GND/TR/PT
3" COND 1-20c 1-VID GND/TR/PT
65
83
82
F8
81
V4
31
2" COND 1-FB GND/TR/PT
2" COND 1-5c 1-FB GND/TR/PT
3" COND 1-20c 1-VID 2-EVP 1-PTZ GND/TR/PT
1
2
3
4
5
6
7
8
9
10
11
12

### DETECTION NOTES:

1. ZONE LIMITS ARE FOR DETECTION LIMITS ONLY. ACTUAL DETECTION AREAS FOR EACH ZONE WILL BE DETERMINED IN THE FIELD.
2. DELAYS SHALL BE ENTERED IN THE SIGNAL CONTROLLER BY THE CITY.

### NOTES:

1. 4/16/24 REVISION:
   - HANDHOLE 10 RELOCATED (AND LABEL NUMBER CORRECTED).

### TRAFFIC SIGNAL POLE NOTES:

① LOCATION REPRESENTS APPROXIMATE LINEAR DISTANCE FROM POLE MEASURED OUTWARD TO END OF ARM.

② ORIENTATION OF LUMINAIRE ARM REPRESENTS A CLOCKWISE ANGLE MEASURED FROM THE CENTERLINE OF THE MAST ARM.

③ POLES SHALL BE DESIGNED AS PER THE SUDAS SPECIFICATIONS WITH A ONE-PIECE VERTICAL POLE.

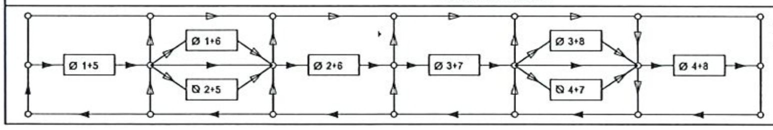
④ UNLESS OTHERWISE DIRECTED, TRAFFIC SIGNAL HEADS ON MAST ARMS ARE TO BE ALIGNED OVER THE CENTER OF INTERSECTION APPROACH LEFT TURN AND DEPARTURE THROUGH LANES. APPROXIMATE LOCATIONS ARE AS SHOWN IN THE TRAFFIC SIGNAL POLE DATA TABLE. CONTRACTOR SHALL FIELD VERIFY SIGNAL HEAD LOCATIONS.

⑤ TOP OF FOOTING TO BE FORMED SQUARE AND FLUSH WITH PROPOSED OR EXISTING SIDEWALK.

## TRAFFIC SIGNAL POLE DATA

| POLE NO. | POLE TYPE | MAST ARM LENGTH/ PEDESTAL HEIGHT (ft.) | TRAFFIC SIGNAL ① HEADS | | ① TRAFFIC SIGNS | | ① VIDEO CAMERAS | ② LUMINAIRE ARM | | | FOOTINGS | | MISCELLANEOUS | TOTAL QUANTITY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | QTY. | LOCATION ON ARM (ft.) | QTY. | LOCATION ON ARM (ft.) | LOCATION ON ARM (ft.) | SPREAD (ft.) | MOUNTING HEIGHT (ft.) | ORIENTATION (degrees) | DIA. (ft.) | DEPTH (ft.) | | |
| 1 | COMBINATION SIGNAL / LIGHTING | 60 | 4 | 52,40,28 FUTURE-16 | 5 | 60,49,46,22 FUTURE-13 | 43 | 15 | 40 | 0 | 3 | 18 | ③④⑤ | 1 |
| 2 | COMBINATION SIGNAL / LIGHTING | 42 | 3 | 40,28 FUTURE-16 | 4 | 42,37,8 FUTURE-19 | 34 | 15 | 40 | 0 | 3 | 14 | ③④ | 1 |
| 3 | COMBINATION SIGNAL / LIGHTING | 60 | 4 | 52,40,28 FUTURE-16 | 5 | 60,49,46,22 FUTURE-13 | 43 | 15 | 40 | 0 | 3 | 18 | ③④ | 1 |
| 4 | COMBINATION SIGNAL / LIGHTING | 60 | 3 | 58,46 FUTURE-34 | 4 | 60,55,19 FUTURE-31 | 52 | 15 | 40 | 0 | 3 | 18 | ③④ | 1 |
| 6,10-12 | PEDESTAL | 5 | | | | | | | | | 2 | 4 | ⑤ | 4 |
| 5,7-9 | PEDESTAL | 10 | | | | | | | | | 2 | 4 | ⑤ | 4 |

## PHASE FLOW DIAGRAM


Ø 1+5
Ø 1+6
Ø 2+5
Ø 2+6
Ø 3+7
Ø 3+8
Ø 4+7
Ø 4+8

### PHASE FLOW DIAGRAM NOTES:

| | |
|---|---|
| ——▶—— | FLOW PATH IF ALL PHASES ARE REQUESTED |
| ——▷—— | FLOW PATH WHEN PHASE IS NOT REQUESTED BEFORE RIGHT-OF-WAY TRANSFER |

THE RED CLEARANCE INTERVAL SHALL BE INCLUDED IN THE COLOR SEQUENCE WHEN CALLED FOR BY CONTROLLER TIMING.

## INITIAL RECOMMENDED TIMING (SECONDS)

| PHASE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| MINIMUM GREEN | | | | | | | | |
| PASSAGE | | | | | | | | |
| MAXIMUM I | | PROVIDED BY CITY | | | | | | |
| MAXIMUM II | | | | | | | | |
| YELLOW CHANGE | | | | | | | | |
| RED CLEARANCE | | | | | | | | |
| WALK | | | | | | | | |
| PEDESTRIAN CLEARANCE | | | | | | | | |
| ADDED INITIAL | | | | | | | | |
| TIME TO REDUCE | | | | | | | | |
| TIME BEFORE REDUCTION | | | | | | | | |
| MINIMUM GAP | | | | | | | | |

| MARK | REVISION | DATE | BY |
|---|---|---|---|
| | | | |
| | | | |
| 1 | POLE 4 RELOCATED | 3/29/24 | AJH |
| 2 | REVISED FIBER HANDHOLE LAYOUT | 4/16/24 | AJH |

| | | |
|---|---|---|
| Engineer: AJH | Checked By: AOR | Scale: 1"= 20' |
| Technician: DSG | Date: 09/06/2023 | Field Bk: Pg: |

Project No: 1230251

Sheet N.3

# SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL

## TRAFFIC SIGNAL WIRING AND PHASING

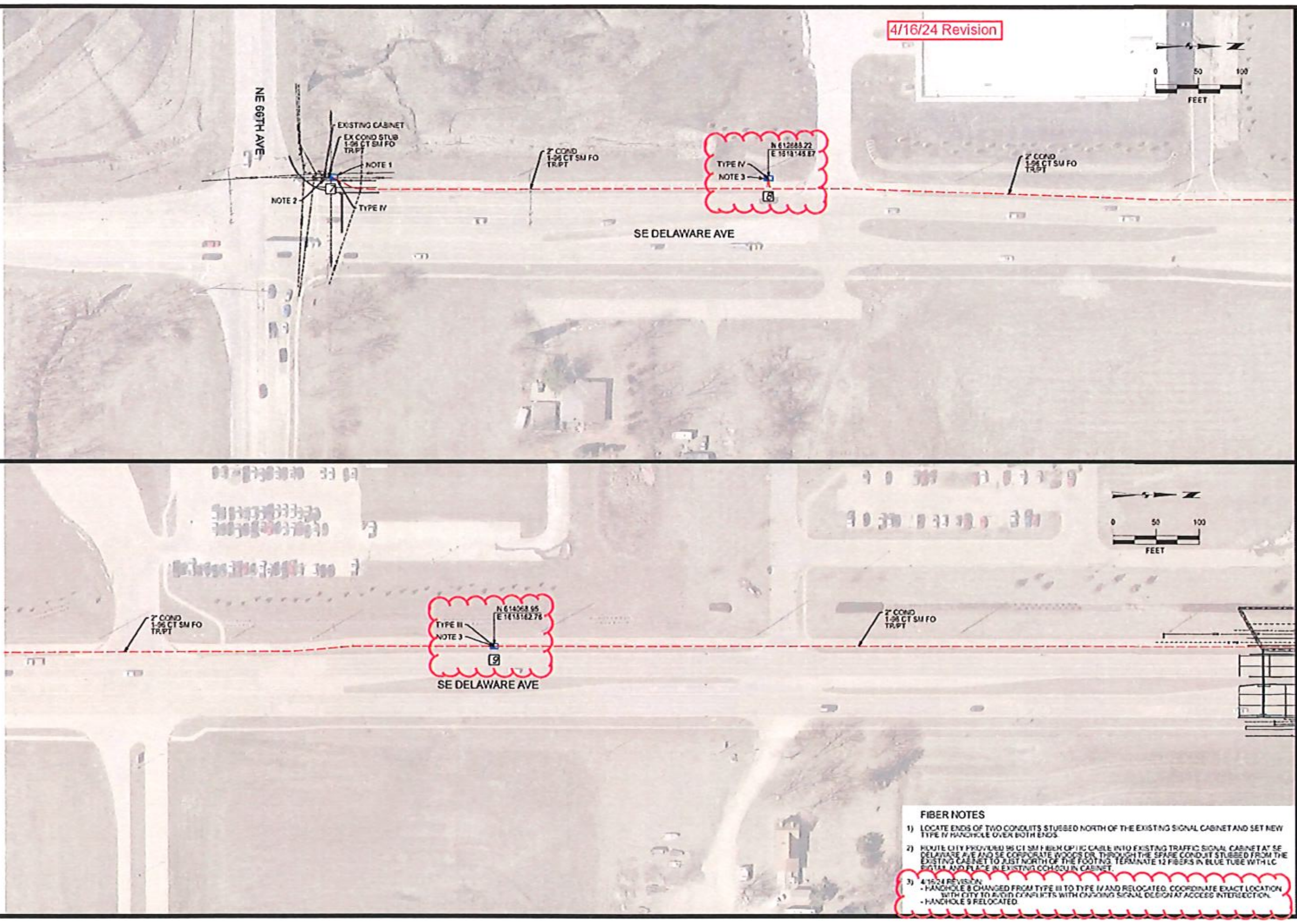
ANKENY, IOWA

SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

Project No: 1230251

Sheet N.3


4/16/24 Revision
NE 66TH AVE
EXISTING CABINET
EX COND STUB
1-96 CT SM FO
TR/PT
NOTE 1
NOTE 2
7
TYPE IV
2" COND
1-96 CT SM FO
TR/PT
N 612688.22
E 1618145.87
TYPE IV
NOTE 3
8
SE DELAWARE AVE
2" COND
1-96 CT SM FO
TR/PT
0
50
100
FEET
N
2" COND
1-96 CT SM FO
TR/PT
N 614068.95
E 1618182.76
TYPE III
NOTE 3
9
SE DELAWARE AVE
2" COND
1-96 CT SM FO
TR/PT
0
50
100
FEET
N

**FIBER NOTES**

1) LOCATE ENDS OF TWO CONDUITS STUBBED NORTH OF THE EXISTING SIGNAL CABINET AND SET NEW TYPE IV HANDHOLE OVER BOTH ENDS.

2) ROUTE CITY PROVIDED 96 CT SM FIBER OPTIC CABLE INTO EXISTING TRAFFIC SIGNAL CABINET AT SE DELAWARE AVE AND SE CORPORATE WOODS DR. THROUGH THE SPARE CONDUIT STUBBED FROM THE EXISTING CABINET TO JUST NORTH OF THE FOOTING. TERMINATE 12 FIBERS IN BLUE TUBE WITH LC PIGTAIL AND PLACE IN EXISTING CCH-02U IN CABINET.

3) 4/16/24 REVISION:
- HANDHOLE 8 CHANGED FROM TYPE III TO TYPE IV AND RELOCATED. COORDINATE EXACT LOCATION WITH CITY TO AVOID CONFLICTS WITH ONGOING SIGNAL DESIGN AT ACCESS INTERSECTION.
- HANDHOLE 9 RELOCATED.

SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL

TRAFFIC SIGNAL FIBER OPTIC LAYOUT

ANKENY, IOWA

**SNYDER & ASSOCIATES, INC.**

2727 SW SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

| MARK | REVISION | DATE | BY |
|---|---|---|---|
| | | | |
| | | | |
| 1 | POLE 4 RELOCATED | 3/26/24 | AJH |
| 2 | REVISED FIBER HANDHOLE LAYOUT | 4/16/24 | AJH |

| | | |
|---|---|---|
| Engineer: AJH | Checked By: AGB | Scale: 1" = 50' |
| Technician: DSS | Date: 09/08/2023 | Field Bk. Pg |

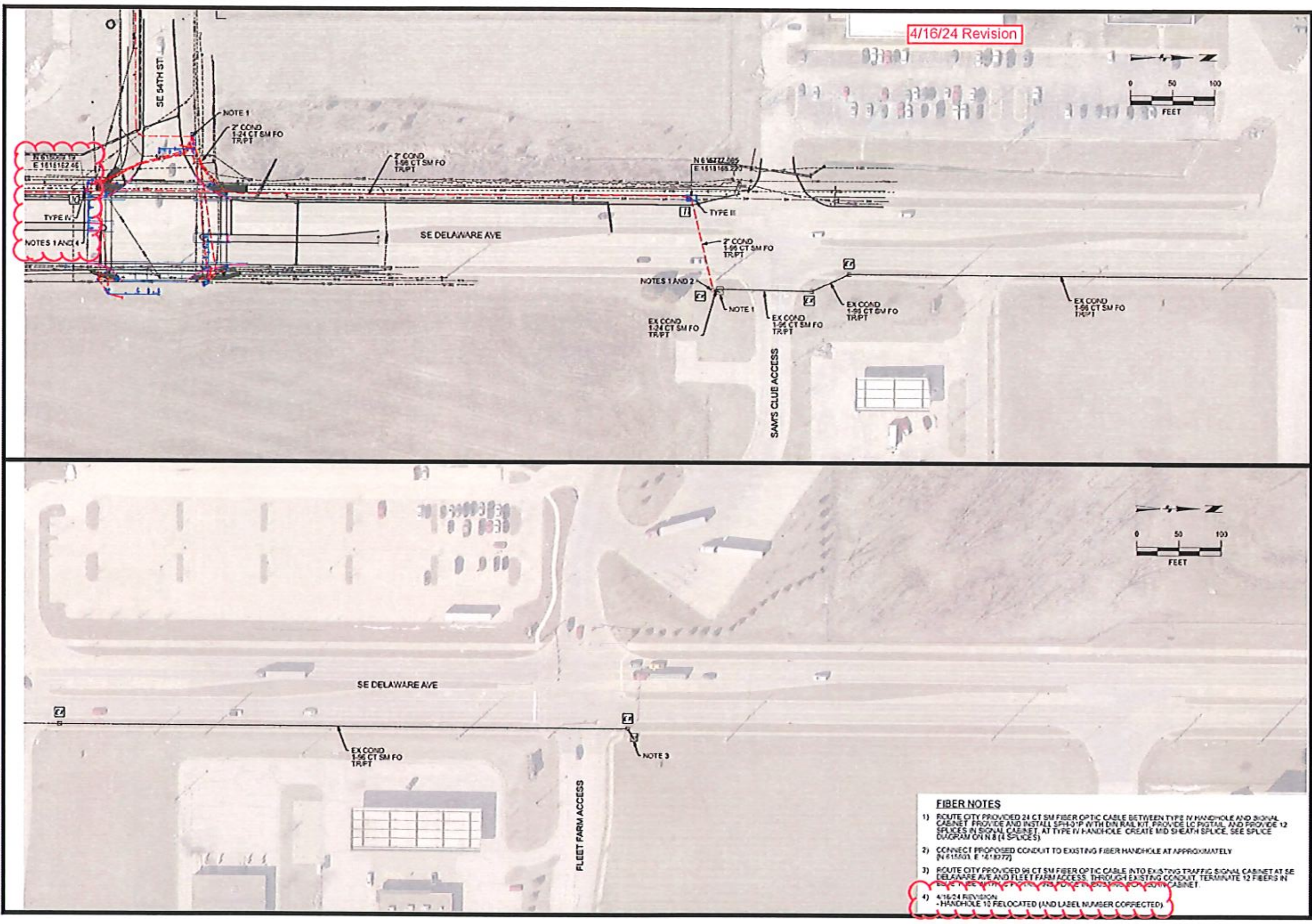
Project No. 1230251

Sheet N.4

SNYDER & ASSOCIATES

Project No 1230251

Sheet N.4


4/16/24 Revision
0 50 100
FEET
SE 54TH ST
NOTE 1
2" COND
1-24 CT SM FO
TR/PT
N 615509.19
E 1618162.46
10
TYPE IV
NOTES 1 AND 4
2" COND
1-96 CT SM FO
TR/PT
SE DELAWARE AVE
N 615777.585
E 1618165.227
11
TYPE III
2" COND
1-96 CT SM FO
TR/PT
NOTES 1 AND 2
NOTE 1
EX COND
1-24 CT SM FO
TR/PT
EX COND
1-96 CT SM FO
TR/PT
EX COND
1-96 CT SM FO
TR/PT
EX COND
1-96 CT SM FO
TR/PT
SAM'S CLUB ACCESS
0 50 100
FEET
SE DELAWARE AVE
EX COND
1-96 CT SM FO
TR/PT
NOTE 3
FLEET FARM ACCESS

**FIBER NOTES**

1) ROUTE CITY PROVIDED 24 CT SM FIBER OPTIC CABLE BETWEEN TYPE IV HANDHOLE AND SIGNAL CABINET. PROVIDE AND INSTALL SPH-01P WITH DIN RAIL KIT, PROVIDE LC PIGTAIL, AND PROVIDE 12 SPLICES IN SIGNAL CABINET. AT TYPE IV HANDHOLE CREATE MID SHEATH SPLICE, SEE SPLICE DIAGRAM ON N.8 (4 SPLICES).

2) CONNECT PROPOSED CONDUIT TO EXISTING FIBER HANDHOLE AT APPROXIMATELY (N 615503, E 1618277)

3) ROUTE CITY PROVIDED 96 CT SM FIBER OPTIC CABLE INTO EXISTING TRAFFIC SIGNAL CABINET AT SE DELAWARE AVE AND FLEET FARM ACCESS, THROUGH EXISTING CONDUIT. TERMINATE 12 FIBERS IN [illegible] CABINET.

4) 4/16/24 REVISION
- HANDHOLE 10 RELOCATED (AND LABEL NUMBER CORRECTED).

| MARK | REVISION | DATE | BY |
|---|---|---|---|
| 1 | POLE 4 RELOCATED | 3/7/24 | AJH |
| 2 | REVISED FIBER HANDHOLE LAYOUT | 4/16/24 | AJH |

Engineer: AJH
Checked By: AGR
Scale: 1" = 50'
Technician: DSS
Date: 01/08/2025
Field Bk: Pz

Project No. 1230251
Sheet N.5

SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL
TRAFFIC SIGNAL FIBER OPTIC LAYOUT
ANKENY, IOWA

SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

Project No. 1230251
Sheet N.5

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

## SUBJECT:

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by $46,850.00 with Nilles Associates, Inc. for construction engineering services on the SW Magazine Road & SW State Street Intersection Improvements - West Leg project.

## EXECUTIVE SUMMARY:

Nilles Associates, Inc. completed the design of the SW Magazine Road & SW State Street Intersection Improvements - West Leg project which was bid locally on February 27, 2024. The Public Works Department proposes to continue using Nilles Associates, Inc. for construction engineering services during construction of the project.

The scope of Amendment No. 1 includes the following items:

- Pre-construction meeting
- Shop drawing and submittal review
- Construction staking

- Construction Observation
- Construction Administration
- Preparation of record drawings

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

The fee for the additional engineering services is $46,850.00. The original Professional Services Agreement for design engineering services was $56,400.00. Adding Amendment No. 1 to the Professional Services Agreement increases the total contract amount to $103,250.00.

---

## FISCAL IMPACT: **No**

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

---

## CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Nilles Associates, Inc. in the amount of $46,850.00 for the SW Magazine Road & SW State Street Intersection Improvements - West Leg project.

---

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

## PUBLIC OUTREACH EFFORTS:

---

## ACTION REQUESTED:

---

## ADDITIONAL INFORMATION:

---

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Amendment #1 |
| 🗋 Professional Services Agreement |

This is **EXHIBIT A1**, consisting of 6 pages, referred to in and part of **Amendment No. 1 to Owner-Engineer Agreement** dated September 18th, 2023.

## Engineer's Services

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

## PART 1 – BASIC SERVICES

Engineer shall perform the following Additional Services:

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in the Construction Contract. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of a RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D**.**

3. *Pre-Construction Conference:* Direct a pre-construction conference prior to commencement of Work at the Site, including preparation of an agenda and minutes of the meeting.

4. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

5. *Construction Staking:* As appropriate, provide construction staking to establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

6. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not

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

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

7. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

8. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

9. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision

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

10. **[NOT USED]**

11. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

12. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

13. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

14. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

15. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

**16. [NOT USED]**

17. *Change Proposals and Claims:* (a) The Engineer will review and provide a recommendation to the City about the approval or denial of the Change Proposal within 30 days after receipt of the Contractor's supporting data. The Engineer will either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

18. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such

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

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

19. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.14. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

20. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist

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

21. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

    a. Setup and attend weekly or bi-weekly on-site progress meetings throughout the duration of active construction.

22. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

23. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract. Duration of Construction Phase is anticipated to be 50 working days.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

   a. Tabular text file of centimeter-level survey-grade XYZ data in State-Plane Coordinates and Sea Level Elevation.

      1) This file (.txt or .xsv) must contain the total station survey-grade XYZ data and the feature type identifier for:
         a) All manholes, intakes, cleanouts, aprons, fire hydrants, hydrant valves, mainline valves, and water shut offs. All newly installed stormwater flow control elevations including orifice plates, weirs, stop logs, etc.
         b) All streetlights, traffic signal poles, pedestal and pushbutton poles, controller and hub cabinets, handholes, street signs/posts, and street trees.
         c) Data to be collected at the SUDAS Location Station. Two shots taken on SW-503, SW-506, and SW-516.

   b. One (1) 11x17 hard copy of the Record Drawings

      1) This set is to be double-sided and comb bound with clear front and cardstock back.
      2) Cross-sections for Arterial and Interstate projects are to be bound separately from the rest of the plan set.

   c. One (1) 11x17 PDF file of the Record Drawings.

      1) To ensure proper scale, all sheets contained in the PDF set are to be saved as PDF's directly from CAD.

4. Detailed post-construction topographic surveys are not included.

B. The Post-Construction Phase services may commence during the Construction Phase.

This is **EXHIBIT C1**, consisting of 1 page, referred to in and part of the **Amendment No. 1 to Owner-Engineer Agreement** dated September 18th, 2023.

## Payments to Engineer for Services and Reimbursable Expenses

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

### ARTICLE 2 – OWNER'S RESPONSIBILITIES

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

A. The compensation for services shall be increased by $46,850 based on the following estimated distribution of compensation:

| | | |
|---|---|---|
| e. | Construction Phase | $42,100 |
| f. | Post-Construction Phase | $3,500 |
| g. | Additional Potholing due to added areas | $1,250 |

B. The total compensation for services under paragraph C2.01 is revised to be $103,250.

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 18th, 2023.

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

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

## ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A1, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples:*

    a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

    b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

    c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed* M*odifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

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b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

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

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

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

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

15. *Completion*:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

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

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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This is **EXHIBIT K**, consisting of 2 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 18th, 2023.

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

**The Effective Date of this Amendment is: May 20th, 2024.**

Background Data

Effective Date of Owner-Engineer Agreement: September 18th, 2023.

Owner: City of Ankeny, IA

Engineer: Nilles Associates, Inc.

Project: SW MAGAZINE ROAD & SW STATE STREET IMPROVEMENTS – WEST LEG

Nature of Amendment:

Additional Services to be performed by Engineer

Modifications of payment to Engineer

Description of Modifications:

Exhibit A1

Exhibit C1

Exhibit D

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

| OWNER: City of Ankeny, IA | | ENGINEER: Nilles Associates, Inc. | |
|---|---|---|---|
| By: | | By: | |
| Print name: | Mark E. Holm | Print name: | John Nilles |
| Title: | Mayor | Title: | Pres. |
| Date Signed: | May 20, 2024 | Date Signed: | May 20, 2024 |

Attest: ________________________________

| Address for Owner's receipt of notices: | | Address for Engineer's receipt of notices: | |
|---|---|---|---|
| 1210 NW Prairie Ridge Dr. | | 1933 SW Magazine Road | |
| Ankeny, IA 50023 | | Ankeny, IA 50023 | |
| Designated Representative (Paragraph 8.03.A): | | Designated Representative (Paragraph 8.03.A): | |
| Matthew Grgurich, PE | | Matthew Myers, PE | |
| Title: | Civil Engineer II | Title: | Director of Transportation |
| Phone Number: | 515-963-3549 | Phone Number: | 515-499-5140 |
| E-Mail Address: | MGrgurich@ankenyiowa.gov | E-Mail Address: | mmyers@nillesinc.com |

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# AGREEMENT
# BETWEEN OWNER AND ENGINEER
# FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 18, 2023 ("Effective Date") between
**CITY OF ANKENY, IOWA** ("Owner") and
**NILLES ASSOCIATES, INC.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

**SW Magazine Road & SW State Street Improvements - West Leg** ("Project").

Owner and Engineer further agree as follows:

## ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

## ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

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## ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

## ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

A. **[NOT USED]**

B. **[NOT USED]**

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 **[NOT USED]**

5.03 *Opinions of Total Project Costs*

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

## ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

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b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. **[NOT USED]**

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 **[NOT USED]**

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. **[NOT USED]**

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 **[NOT USED]**

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

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

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B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

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

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party’s total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party’s negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other’s employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

### 6.12 *Records Retention*

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

### 6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

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

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such

as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

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

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, **[NOT USED]**

E. Exhibit E, **[NOT USED]**

F. Exhibit F, **[NOT USED]**

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, **[NOT USED]**

J. Exhibit J, **[NOT USED]**

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

DocuSigned by:
Owner: CITY OF ANKENY
By:
4C9E47CBE956471...
Print name: Mark E. Holm
Title: Mayor
Date Signed: 9/18/23

Engineer: NILLES ASSOCIATES, INC.
By:
Print name: John P. Nilles
Title: President
Date Signed: 9/18/2023

Address for Owner's receipt of notices:

1210 NW Prairie Ridge Dr.
Ankeny, IA 50023
Designated Representative (Paragraph 8.03.A):
Matthew Grgurich
Title: Civil Engineer II
Phone Number: 515-963-3549
E-Mail Address: MGrgurich@ankenyiowa.gov

Address for Engineer's receipt of notices:

1933 SW Magazine Road, Suite A
Ankeny, IA 50023
Designated Representative (Paragraph 8.03.A):
Matthew Myers
Title: Director of Transportation
Phone Number: 515-499-5140
E-Mail Address: mmyers@nillesinc.com

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This is **EXHIBIT A**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 18, 2023.

## Engineer's Services

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

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

## PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Traffic Study approved by the City established the scope of the improvements for the intersection of SW Magazine and SW State Street. The study was completed for the Vintage Business Park at Prairie Trail and approved by the City on April 22, 2022. Refer to Exhibit A-1 for Project Map.

A1.02 *Preliminary Design Phase*

A. Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. **[NOT USED]**
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Perform design locate request via Iowa One Call and include field locates in topographic mapping.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. **[NOT USED]**
7. Prepare a revised opinion of probable Construction Cost and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
    a. Prepare preliminary plans showing lane configuration, median improvements, manhole and/or intake adjustments, ADA-compliant pedestrian Ramps, pedestrian pushbutton installation, traffic signals, and street lighting adjustments.

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b. One Preliminary Design Review Meeting

9. Furnish copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner and review them with Owner.

10. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate.

B. **[NOT USED]**

A1.03 *Final Design Phase*

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

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. **[NOT USED]**

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. **[NOT USED]**

6. **[NOT USED]**

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables: a. Final Design Plans and Specifications to include:

    1) Demolition/Removals plan
    2) Temporary Traffic Control and Construction Plan
    3) Coordination with franchise utilities
    4) Traffic Signal modifications
    5) Survey Control (i.e. reference ties and benchmarks)
    6) Grading Plan
    7) Erosion Control Plan
    8) Storm Sewer Plan and Profile sheets

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10. Furnish for review by Owner the final Construction Contract Documents. and review them with Owner.

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

B. **[NOT USED]**

C. **[NOT USED]**

D. **[NOT USED]**

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents including bidding-related documents, the Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. **[NOT USED]**

6. **[NOT USED]**

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner’s schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. **[NOT USED]**

9. **[NOT USED]**

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

A1.05 *Construction Phase* **[NOT USED]**

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

## PART 2 – ADDITIONAL SERVICES

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

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

3. Furnishing services of Consultants for other than Basic Services.

4. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

5. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

6. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

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

## PART 3 – PROJECT SCHEDULE

| | | |
|---|---|---|
| a. | September 15, 2023 | Submit Preliminary Plans to Owner for review |
| b. | October 6, 2023 | Owner’s Preliminary plans review comments to Engineer |
| c. | October 20, 2023 | Submit Check Plans and Notice to Bidders and Notice of Public Hearing to Owner for review |
| d. | October 27, 2023 | Owner’s Check Plans review comments to Engineer |
| e. | November 10, 2023 | Submit Final plans and Front Ends to Owner for review |
| f. | November 20, 2023 | Set Bidding and Public Hearing dates |
| g. | November 21, 2023 | Upload Final Plans to QuestCDN and send email to contractors |
| h. | December 4, 2023 | Send reminder email to contractors |
| i. | December 12, 2023 | Bid Opening |
| j. | December 18, 2023 | Award Project |

# Exhibit A-1 SW Magazine Rd and SW State Street Intersection Improvements

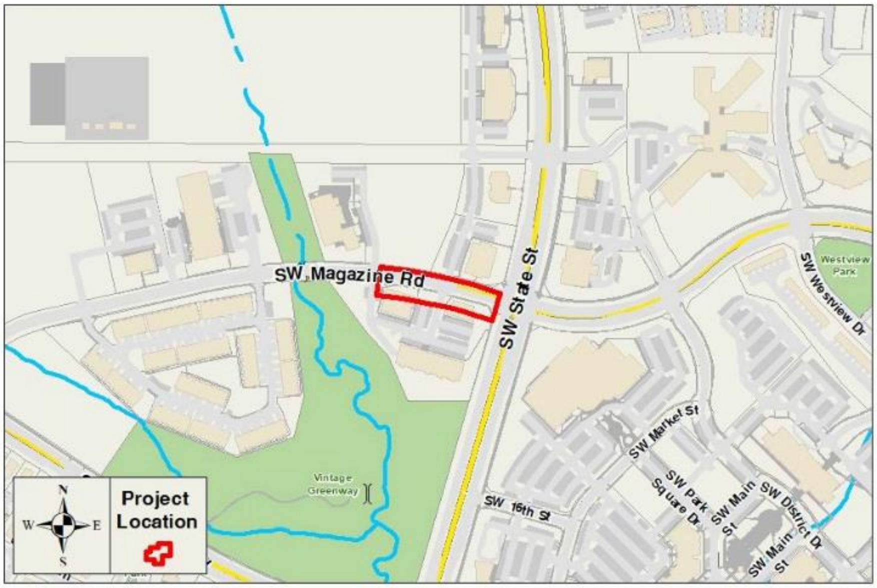
## 2023 - 2027 Capital Improvement Program

**2023** *thru* **2027**

**City of Ankeny, Iowa**

**Department** Public Works
**Contact** City Engineer

| | |
|---|---|
| **Project #** | **STR-23-006** |
| **Project Name** | **SW Magazine & State St Intersection Improvements** |


SW Magazine Rd
SW State St
Westview Park
SW Westview Dr
SW Market St
SW Park Square Dr
SW Main St
SW District Dr
SW Main St
SW 16th St
Vintage Greenway
N
W
E
S
Project Location

This is **EXHIBIT B**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 18, 2023.

## Owner's Responsibilities

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

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

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

C. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

D. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 18, 2023.

## Payments to Engineer for Services and Reimbursable Expenses
## COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

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

## ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

4. The total compensation for services under Paragraph C2.01 is estimated to be $56,400 based on the following estimated distribution of compensation:

| | | |
|---|---|---|
| a. | Study and Report Phase | **[NOT USED]** |
| b. | Preliminary Design Phase | $29,900 |
| c. | Final Design Phase | $21,500 |
| d. | Bidding or Negotiating Phase | $5000 |
| e. | Construction Phase | **[NOT USED]** |
| f. | Post-Construction Phase | **[NOT USED]** |

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

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the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants' charges.

7. **[NOT USED]**

8. **[NOT USED]**

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses.

B. Reimbursable Expenses include the following: permit application fees, costs for Quest CDN, and reproduction costs for Contract Documents.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, .

C2.03 *Other Provisions Concerning Payment* **[NOT USED]**

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This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 18, 2023.

## Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

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

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

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

| | |
|---|---|
| **Engineer VII** | **$188.00/hr** |
| **Engineer VI** | **$171.00/hr** |
| **Engineer V** | **$154.00/hr** |
| **Engineer IV** | **$137.00/hr** |
| **Engineer III** | **$112.00/hr** |
| **Engineer II** | **$93.00/hr** |
| **Engineer I** | **$75.00/hr** |
| **Landscape Architect V** | **$162.50/hr** |
| **Landscape Architect IV** | **$145.50/hr** |
| **Landscape Architect III** | **$128.50/hr** |
| **Landscape Architect II** | **$112.00/hr** |
| **Landscape Architect I** | **$93.00/hr** |
| **Land Surveyor VI** | **$131.00/hr** |
| **Land Surveyor V** | **$117.50/hr** |
| **Land Surveyor IV** | **$105.50/hr** |
| **Land Surveyor III** | **$92.50/hr** |
| **Land Surveyor II** | **$80.00/hr** |
| **Land Surveyor I** | **$67.50/hr** |
| **Technician VI** | **$131.00/hr** |
| **Technician V** | **$117.50/hr** |
| **Technician IV** | **$105.50/hr** |
| **Technician III** | **$92.50/hr** |
| **Technician II** | **$80.00/hr** |
| **Technician I** | **$67.50/hr** |
| **Administrative** | **$68.50/hr** |

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This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 18, 2023.

## Dispute Resolution

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

***[NOTE TO USER: Select one of the two alternatives provided.]***

H6.08 *Dispute Resolution*

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

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This is **EXHIBIT K**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 18, 2023.

## AMENDMENT TO OWNER-ENGINEER AGREEMENT
## Amendment No. _____

**The Effective Date of this Amendment is: ______.**

Background Data
Effective Date of Owner-Engineer Agreement:
Owner:
Engineer:
Project:

Nature of Amendment:

Description of Modifications:

Agreement Summary:

| | |
|---|---|
| Original agreement amount: | $_____________ |
| Net change for prior amendments: | $_____________ |
| This amendment amount: | $_____________ |
| Adjusted Agreement amount: | $_____________ |

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

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

| OWNER: | ENGINEER: |
|---|---|
| ______________________ | ______________________ |
| By: ______________________ | By: ______________________ |
| Print name: ______________________ | Print name: ______________________ |
| Title: ______________________ | Title: ______________________ |
| Date Signed: ______________________ | Date Signed: ______________________ |

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ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

🖶 Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by $2,000.00 to On Track Construction, LLC, for construction 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** |
|---|
| 🗋 Change Order #1 |

# CHANGE ORDER FORM

**Project Title:** NW Northlawn Area Utility Improvements - Phase 2
**Contractor:** On Track Construction, LLC
**Address:** 1435 W F Ave, Nevada, IA 50201

| | | | |
|---|---|---|---|
| **Finance Budget Code:** | 610.3610.4450 | **Finance Project #:** | 610.445 |
| 650.3650.4452 | 963.3963.4451 | 650.4452 | 963.4451 |
| **Vendor Project #:** | N/A | **Purchase Order #:** | N/A |
| **Original Contract Date:** | December 5, 2022 | **Vendor Account #:** | 9363 |

---

**Date of Council Meeting:** May 20, 2024 **Change Order #:** 1

**Purpose of Change Order:**

**Item #1**: Two Portable Dynamic Message Signs placed 5 days before road closure.
**Item #2**: One (1) Working day added due to design change to the sanitary sewer.

**Details of Change Order:**

| ITEM # | DESCRIPTION | UNITS | QUANTITY CHANGE | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | Portable Dynamic Message Signs | CDAY | 10.00 | $ 200.00 | $ 2,000.00 |
| 2 | Add one (1) working days to the Contract | N/A | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| | | | | | $ - |
| | | | | | $ - |

**Change Order #:** 1 **makes the following adjustments to the Contract:** **$ 2,000.00**

Contractor Accepted: On Track Construction, LLC
Firm Name

Signature Date 5/8/2024

Engineer Approved: City of Ankeny
Firm Name

Signature Date 5/8/2024

Owner Accepted: City of Ankeny

Signature Title Mayor
Date May 20, 2024

Attest for Owner:

Signature Title City Clerk
Date May 20, 2024

**Record of Change Orders:**

| | | |
|---|---|---|
| **Original Contract Amount** | | **$ 2,027,500.00** |
| # | Change Order Date | Amount |
| 1 | May 20, 2024 | $ 2,000.00 |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |

**Revised Contract Amount** **$ 2,029,500.00**

Date Printed: 5/8/2024

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment #4 to the Professional Services Agreement increasing the contract amount by $34,000.00 with Snyder & Associates, Inc. for construction engineering services on the N Ankeny Boulevard Landscape Improvements Project to be paid through liquidated damages charged to the contractor.

EXECUTIVE SUMMARY:

The purpose of Amendment #4 is to account for additional construction engineering services completed by Snyder & Associates, Inc. for the N Ankeny Boulevard Landscape Improvements Project. This project was specifically located at the intersection of N Ankeny Blvd and 18th Street. The Contractor did not complete the project by the specified date in the contract of August 18, 2023.

The scope of the additional construction engineering services along with the corresponding fees are shown in the attached Amendment #4 to the Professional Services Agreement.

With final acceptance of the construction project on May 6, 2024, the contractor was charged with liquidated damages sufficient to cover the fees for construction engineering services in Amendment #4 with Snyder & Associates.

A copy of the original Professional Services Agreement, and Amendments #1, #2 and #3 are attached for reference.

The original Professional Services Agreement was $173,400.00, Amendment #1 was $19,900.00, Amendment #2 was $36,900.00 and Amendment #3 was $10,500.00. Adding Amendment #4 to the Professional Services Agreement increases the total contract amount to $274,700.00

It is recommended that the City Council approve Amendment No. 4 to the Professional Services Agreement with Snyder & Associates, Inc. in the amount of $34,000.00 for the N Ankeny Boulevard Landscape Improvements Project.

---

FISCAL IMPACT: **No**

The Intersection Improvements project was included in the 2023 - 2027 Capital Improvements Program with construction occuring in 2023. The liquidated damages charged to the contractor cover the fees for the additional construction engineering services.

---

CITY MANAGER'S RECOMMENDATIONS:

Approve Amendment No. 4 to the Professional Services Agreement increasing the contract amount with Snyder & Associates, Inc. by $34,000.00 for construction engineering services on the N Ankeny Boulevard Landscape Improvements, and authorize the Mayor to execute said agreement.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 16, 2020: Council approved Professional Services Agreement with Snyder & Associates for the N Ankeny Boulevard Landscape Improvements.

March 21, 2022: Council approved Amendment No. 1 to the Professional Services Agreement with Snyder & Associates for the N Ankeny Boulevard Landscape Improvements.

April 3, 2023: Council approved Amendment No. 2 to the Professional Services Agreement with Snyder & Associates for the N Ankeny Boulevard Landscape Improvements.

November 6, 2023: Council approved Amendment No. 3 to the Professional Services Agreement with Snyder & Associates for the N Ankeny Boulevard Landscape Improvements.

May 6, 2024: Final Acceptance of N Ankeny Boulevard & 18th Street Intersection Improvements, with final payment, liquidated damages, and release of retainage with All Star Concrete, LLC of Johnston, Iowa.

## PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Professional Services Agreement |
| 🗋 Amendment #1 |
| 🗋 Amendment #2 |
| 🗋 Amendment #3 |
| 🗋 Amendment #4 |

SNYDER & ASSOCIATES

# STANDARD PROFESSIONAL SERVICES AGREEMENT

(Long Form)

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**NOW ON THIS** 16 day of March , 2020, **Snyder & Associates, Inc.,** 2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and **City of Ankeny, Iowa** (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: **N Ankeny Boulevard Landscape Improvements**

2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.

3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.

   3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.

   3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.

   3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.

   3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.

4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.

   4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.

6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.

8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.

   8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.

   8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.

   8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.

   8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:

   9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.

   9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.

9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.

9.5. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.

9.6. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.

9.7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.

10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.

10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.

10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 17, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, the Professional hereby agrees as follows:

    11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

    11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).

    11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

    11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. **OWNERSHIP OF INSTRUMENTS OF SERVICE**: The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by

the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

13.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

13.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

13.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

13.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

14. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

15. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

16. **SUSPENSION OF SERVICES**: If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

16.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

16.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

17. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

17.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

17.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

17.3. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

18. **TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

18.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

18.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

18.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

18.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

18.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

18.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

18.3. In the event of any termination that is not the fault of the Professional, the Client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including demobilization associated overhead costs and all other expenses directly resulting from the termination.

19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).

21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

**Exhibit A Scope of Services**
**Exhibit B Insurance Requirements**
**Exhibit C Standard Fee Schedule**
**Exhibit D Location Map**

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

CITY OF ANKENY, IOWA **(Client)**

By: Gary Lorenz
(Authorized agent)

Gary Lorenz, Mayor
(Printed or typed signature)

**SNYDER & ASSOCIATES, INC. (Professional)**

By: Mark A Land
(Authorized agent)

Mark A. Land
(Printed or typed signature)

Route executed copy to: JWH

# EXHIBIT A – SCOPE OF SERVICES

## N ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS

## I. SCOPE OF WORK

### A. GENERAL

The PROFESSIONAL shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as follows:

1. The PROJECT includes the design and construction of intersection and traffic signal improvements at the intersections of N Ankeny Boulevard (US Highway 69) with 5th Street, 9th Street, 11th Street, and 18th Street. The traffic signal improvements will consist of providing Accessible Pedestrian Signals (APS) with additional pedestal poles, as needed.

2. The PROJECT includes sidewalk and landscaping improvements at the four corners of each of the four side street intersections with N Ankeny Boulevard, and median landscaping improvements from the north project limits of the 2018 Ankeny Boulevard & First Street Intersection Improvements Project to the north leg of the 18th Street intersection. There are a total of 12 raised medians in the project limits. Irrigation is included with the design for each of these areas. These improvements will be based on the May 5, 2017, N Ankeny Boulevard Landscape Improvements concept plan, and the design and plans developed for the Ankeny Boulevard and First Street Intersection Improvements Project constructed in 2018 and 2019.

3. The PROJECT includes the reconstruction of the raised medians and left turn lanes on the north and south legs of the N Ankeny Boulevard and 18th Street intersection. The reconstruction will provide offset left turn lanes on these two approaches.

4. The PROJECT includes fiber optic upgrades along N Ankeny Boulevard between the 1st Street and 18th Street intersections. These upgrades will incorporate new conduit, handholes, and circuits in the fiber optic system.

5. The PROJECT includes replacing curb and gutter pavement in poor condition along the raised medians within the project limits. The replacement limits will be coordinated with Iowa DOT District 1 staff.

6. The PROFESSIONAL will complete design, plans, contract documents, specifications, and bid phase assistance, defined in Article I.B, for the proposed PROJECT.

## B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

### 1. PROJECT ADMINISTRATION AND COORDINATION

a. Monthly progress reports.

b. Monthly billing reports.

c. Project coordination for engineering and coordination with the CLIENT, Iowa DOT, and utility companies, as needed.

d. Project design review with the CLIENT, as needed.

e. One meeting with Iowa DOT District 1 staff and the CLIENT to review curb replacement limits, construction staging, landscaping improvements, and project schedule.

### 2. SURVEY AND BASE DRAWINGS

The PROFESSIONAL shall provide topographic survey for proposed improvements. This service includes:

a. Horizontal Datum will be provided using Iowa State Plane.

b. Vertical Datum will be provided using NAVD 88.

c. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1000 feet horizontal or 25 feet vertical.

d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 25 foot grid will be used to create the topography map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.

e. Contours shall be shown at 1-foot intervals.

f. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks, and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.

g. The field survey will include the raised medians within the project limits, the four quadrants of the N Ankeny Boulevard intersections with 5th Street, 9th Street, 11th Street, and 18th Street, and the area between the curb and sidewalk along each side of N Ankeny Boulevard. The areas to be surveyed in each of the four quadrants are generally described as being between the roadway pavement gutter section to 5-ft outside the existing right-of-way, and along the intersection return to 10-ft beyond the PC and PT end points.

h. A boundary survey will be performed to establish the existing right-of-way at each quadrant of the four intersections within the project limits. The Polk County's Assessor and Recorder sites will be researched to obtain recorded easement information on parcels adjacent to each intersection.

i. Provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site, and performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level "C" Subsurface Utility Engineering survey as outlined below.

   Quality Level "C" involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, should be confined to rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

3. PRELIMINARY DESIGN AND PLAN PREPARATION

   The PROFESSIONAL will perform preliminary design and prepare plans to include:

   a. Plan and vertical geometry information for proposed median and sidewalk improvements.

   b. Landscape enhancements through the project corridor from north of 1st Street to the north leg of the 18th Street intersection. The landscape enhancements shall include raised medians along the project corridor, and improvements in the quadrants of the intersections with 5th, 9th, 11th, and 18th Streets. The design of the improvements shall be similar to the previously accepted concept design, which includes colored pavements, textured pavement surfacing, amended soils, plantings, irrigation for plantings, and grass turf areas.

   c. Identification of curb and gutter sections in poor condition along the raised medians to replace with the PROJECT.

   d. One meeting with the CLIENT to review preliminary design comments received from the CLIENT and Iowa DOT. Preliminary plans will be submitted to Iowa DOT for review and comment in advance of this meeting.

   e. Preliminary design and meeting memorandums.

   f. Engineer's Opinion of Probable Construction Cost for the PROJECT.

4. FINAL DESIGN AND CONSTRUCTION PLAN PREPARATION

   Upon receipt of preliminary plan review comments from the CLIENT and Iowa DOT, the PROFESSIONAL shall prepare construction documents for the PROJECT.

   a. The PROJECT will be phased to construct the concrete, traffic signal, and fiber optic improvements in 2021 (Phase 1); and the landscaping and irrigation improvements in 2022 (Phase 2). Final design will be performed and a plan set will be prepared for each phase.

   b. Concrete and Traffic Signal Improvements – Phase 1. The PROFESSIONAL shall complete the final design, plans, specifications, and bid documents for the improvements for the established scope for the PROJECT and furnish a copy of these documents to the CLIENT and Iowa DOT for review and approval prior to final acceptance and distribution for a local letting. This phase will also involve the development of project details, general notes, final plan contract drawings, construction limits, control reference notes, erosion control, staging, and coordination.

The project information will include full plan sheets including A-, B- and C- sheets; plan view sheets (D-sheets), staging and traffic control (J-Sheets), horizontal and vertical geometry and jointing (L- and S- Sheets) and traffic signal sheets (N- Sheets). Specifications may include Special Provisions to supplement Iowa DOT or SUDAS standard specifications.

It is anticipated the Iowa DOT may specify any construction requiring the closure of lanes along N Ankeny Boulevard (US Highway 69) will be performed at night. It is anticipated side street closures will be utilized to complete construction of concrete and traffic signal improvements during daytime hours in the quadrants of each intersection. The staging and traffic control (J-sheets) will be prepared to reflect this, and will coordinate with potential detours and side street closures associated with the West 1st Street project.

Refer to Article I.B.5 for the Traffic Signal Design and Plans scope of services, and Article I.B.6 for the Fiber Optic Upgrade Design and Plans scope of services.

Landscape and Irrigation Improvements – Phase 2. The PROFESSIONAL shall complete the final design and prepare final plans, specifications, and bid documents for the improvements for the established scope for this project phase and furnish a copy of these documents to the CLIENT and Iowa DOT for review and approval prior to final acceptance and distribution for a local letting. This phase will also involve the development of project details, general notes, final plan contract drawings, construction limits, control reference notes, staging, and coordination for the intersection quadrants and raised medians.

The project information will include full plan sheets including A-, B- and C- sheets, plan view sheets (D-sheets), and staging and traffic control (J-Sheets). Specifications may include Special Provisions to supplement Iowa DOT or SUDAS standard specifications.

It is anticipated the Iowa DOT may specify any construction requiring the closure of lanes along N Ankeny Boulevard (US Highway 69) will be performed at night. It is further anticipated side street closures may be utilized to complete installation of landscaping and irrigation improvements during daytime hours in the quadrants of each intersection. The staging and traffic control (J-sheets) will be prepared to reflect this, and will coordinate with potential detours and side street closures associated with the West 1st Street project.

c. Final Opinion of Probable Construction Cost. Prepare a final opinion of total probable construction cost based on the design developed. Submit to CLIENT and Iowa DOT.

d. Permits: Prepare and submit to CLIENT and Iowa DOT required Iowa DOT work in right-of-way permit applications.

5. TRAFFIC SIGNAL DESIGN AND PLANS

The PROFESSIONAL shall perform design and prepare plans for the traffic signal improvements as follows:

a. Utilize project base mapping and sidewalk/ pedestrian ramp designs to prepare traffic signal modification plans for the N Ankeny Boulevard intersections with 5th Street, 9th Street, 11th Street and 18th Street. Signal modifications will consist of providing Accessible Pedestrian Signals (APS) with additional pedestal poles, as needed.

b. Prepare preliminary traffic signal layouts and provide to the CLIENT for review. The submittal will include an exhibit at each intersection of the traffic signal layout on S-sheets to reflect the quadrant (curb ramp) improvements.

c. Prepare traffic signal check plans and provide to the CLIENT and Iowa DOT for review. Check plans are anticipated to include signal notes and estimated quantities, signal layout, signal wiring, and signal details.

d. Prepare cost opinion for traffic signal modifications, for inclusion in the overall project cost opinion.

e. Complete final traffic signal modification plans, based on CLIENT and Iowa DOT comments received.

f. Prepare an Iowa DOT traffic control device permit application and submit to CLIENT. The CLIENT will submit the permit application to Iowa DOT.

6. FIBER OPTIC UPGRADE DESIGN AND PLANS

   The PROFESSIONAL shall perform design and prepare plans for the fiber optic upgrade as follows:

   a. Provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing utilities potentially in conflict with the proposed improvements. This includes an estimated ten (10) utility test holes.

   b. Prepare check plans for fiber optic upgrade in new conduit along N Ankeny Boulevard between 1st Street and 18th Street. Submit check plans to CLIENT and Iowa DOT for review. Check plans will be submitted to the CLIENT and any comments addressed prior to submitting check plans to the Iowa DOT. Check plans are anticipated to include the following:

      1. General notes, estimated quantities and estimate reference information.
      2. Fiber optic circuit/ conduit alignment and handholes placement.
      3. Fiber optic circuit design. The circuit type/ count will be coordinated with the CLIENT.
      4. Typical fiber optic circuit/conduit installation details.
      5. Staging design and notes to minimize downtime to the fiber optic system currently in place.

   c. Prepare cost opinion for fiber optic upgrade, for inclusion in the overall project cost opinion.

   d. Complete final fiber optic upgrade plans, based on CLIENT and Iowa DOT comments received.

   e. Prepare fiber optic special provisions to supplement SUDAS specifications, if necessary.

7. PUBLIC INFORMATION MEETING

   Following completion of the Preliminary Design and Plans, the PROFESSIONAL and CLIENT will present the design to the property and business owners and tenants within the project limits at a Project Information Meeting. The PROFESSIONAL will be responsible for preparing an aerial display drawing for the meeting that will depict the project details, attending the meeting, and responding to property owner questions. The CLIENT will be responsible for notifying the owners, tenants, and residents along the project corridor of the meeting.

8. BID PERIOD ASSISTANCE

The PROFESSIONAL shall perform the following services:

a. Bidding Documents. The PROJECT will be let by the CLIENT, and the PROFESSIONAL shall supply the necessary Contract Documents for this process. The PROFESSIONAL shall distribute the Contract Documents to potential bidders via upload to QuestCDN.

b. Advertising. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services.

c. Bidding. The PROJECT will be bid in two phases with two separate bid lettings. The PROFESSIONAL shall attend the meetings at which bids are received, tabulate the bids, and make a recommendation to the CLIENT regarding award of the construction contract to the lowest qualified bidder.

## C. CONSTRUCTION SERVICES

Construction services shall be performed under a separate Agreement or Amendment.

## D. ADDITIONAL SERVICES

The PROFESSIONAL shall provide additional services as follows. Payment shall be as specified in Article III in Exhibit A of this Agreement.

1. TEST HOLES – POTHOLING

The PROFESSIONAL will utilize non-destructive hydro-excavation methods necessary to provide a horizontal and vertical locate of an underground utility. Once the utility line is found, the location and depth will be surveyed and incorporated into the existing survey drawing and evaluated for a potential conflict with the proposed design. The scope of work also includes obtaining necessary permits from the local jurisdiction and State of Iowa; contacting Iowa One Call to arrange for utility locates prior to excavation; utilizing appropriate traffic control; performing non-destructive hydro-excavation test holes to locate existing utilities at multiple locations needed for design; responsible for proper disposal of soil/waste material; backfilling test holes with suitable material; and restoring areas to preconstruction conditions. It is anticipated up to 16 test holes will be needed for this design.

2. RIGHT-OF-WAY SERVICES

   Right-of-way acquisition services are not anticipated for this PROJECT. If required, right-of-way services shall be performed under separate Agreement or Amendment.

3. CHANGES IN THE SCOPE OF SERVICES

   The CLIENT may request Extra Services from the PROFESSIONAL not included in the Scope of Services as outlined. Extra Services may include, but not be limited to, expanding the scope of the PROJECT and work to be completed; requesting the development of various documents; or requesting additional work items that increases the Professional Services and corresponding costs. Extra Services shall be performed as requested in writing by the CLIENT on an hourly basis in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS

1. PROFESSIONAL'S Responsibility

   In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial Storm Water Pollution Prevention Plan, then and in that event and notwithstanding any provision to the contrary, PROFESSIONAL shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial Storm Water Pollution Prevention Plan for the site.

2. CLIENT'S Responsibility

   CLIENT shall be solely responsible for: a) the submittal of the Notice of Intent; b) the implementation, administration and monitoring of the initial plan; c) making modifications to the initial plan as needed; d) filing the Notice of Discontinuance; and, e) compliance with all NPDES or storm water discharge statutes, rules, regulations or ordinances applicable to the site. The PROFESSIONAL will include the initial Storm Water Pollution Prevention Plan as a part of the Contract Documents.

3. Indemnification

   PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless against all damages, liabilities or costs including reasonable attorneys' fees and defense costs (hereafter "Claims") to the extent caused by PROFESSIONAL'S errors, omissions or negligent acts relating to the preparation of the Notice of Intent or creation of the initial Storm Water Pollution Prevention Plan. CLIENT shall protect, defend, indemnify and hold PROFESSIONAL harmless from any and all Claims caused by or in any manner related to: a) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance, unless said Claims were primarily caused by the PROFESSIONAL'S own negligent acts. CLIENT shall release, waive and otherwise discharge any and all Claims that CLIENT may assert against PROFESSIONAL relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of PROFESSIONAL'S work on the site.

## II. WORK SCHEDULE

This PROJECT, from design through the project letting period, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

| | |
|---|---|
| Notice to Proceed | March 17, 2020 |
| Topo and Boundary Survey | April 17, 2020 |
| Preliminary Design Completion – All Phases | June 26, 2020 |
| Final Design Completion | |
| Phase 1: Traffic Signal and Concrete Improvements | October 2, 2020 |
| Phase 2: Landscaping and Irrigation Improvements | October 1, 2021 |
| Bid Letting | |
| Phase 1: Traffic Signal and Concrete Improvements | November 10, 2020 |
| Phase 2: Landscaping and Irrigation Improvements | November 9, 2021 |

## III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

A. BASIC ENGINEERING SERVICES

| | |
|---|---|
| **1. Project Administration and Coordination** | $ 4,900 |
| **2. Survey and Base Drawings** | $ 15,600 |
| **3. Preliminary Design and Plan Preparation** | |
| Intersection Concrete Improvements | $ 12,200 |
| Landscape/Irrigation Improvements | $ 25,200 |
| **4. Final Design and Construction Plan Preparation** | |
| Intersection Concrete Improvements | $ 18,300 |
| Landscaping/Irrigation Improvements | $ 32,800 |
| **5. Traffic Signal Design and Plans** | $ 22,100 |
| **6. Fiber Optic Upgrade Design and Plans** | $ 22,000 |
| **7. Public Information Meeting** | $ 4,300 |
| **8. Bid Period Assistance** | $ 4,800 |
| **TOTAL** | **$162,200** |

B. CONSTRUCTION SERVICES

| | |
|---|---|
| Construction Administration | (By Amendment) |
| Construction Staking | (By Amendment) |
| Traffic Signal Coordination Plans | (By Amendment) |
| Resident Construction Observation | (By Amendment) |
| **TOTAL** | (By Amendment) |

C. ADDITIONAL SERVICES

| | |
|---|---|
| Test Holes – Potholing (16 locations) | $ 11,200 |
| Right-of-Way Services | (By Amendment) |

| | |
|---|---|
| **TOTAL CONTRACT AMOUNT** | **$173,400** |

# Exhibit B

## City of Ankeny Insurance Requirements for Professional Services

### A) COMMERCIAL GENERAL LIABILITY

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

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

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

### C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

| | |
|---|---|
| Coverage A | Statutory – State of Iowa |
| Coverage B | Employers Liability |

| | |
|---|---|
| Each Accident | $100,000 |
| Each Employee-Disease | $100,000 |
| Policy Limit-Disease | $500,000 |

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

### D) UMBRELLA LIABILITY $ 2,000,000

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

**E) PROFESSIONAL LIABILITY** $ 2,000,000

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

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

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

- Policy shall contain a waiver of subrogation against the City of Ankeny.

**F) CONTRACTOR'S ENVIRONMENTAL LIABILITY** $ 2,000,000

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

# City of Ankeny Insurance Requirements for Professional Services

1. Professional shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project #_____ or Lease of premises at ________ or construction of ________.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit B.

6. All required endorsements to various policies shall be attached to Certificate of Insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit B.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

# City of Ankeny Insurance Requirements for Professional Services

## Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

# Exhibit C

## SNYDER & ASSOCIATES, INC.
## 2019-20
## STANDARD FEE SCHEDULE

| Billing Classification/Level | Billing Rate | |
|---|---|---|
| **Professional** | | |
| *Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist*<br>*Project Manager, Planner, Right-of-Way, Graphic Designer* | | |
| Principal II | $208.00 | /hour |
| Principal I | $197.00 | /hour |
| Senior | $177.00 | /hour |
| VIII | $163.00 | /hour |
| VII | $155.00 | /hour |
| VI | $148.00 | /hour |
| V | $138.00 | /hour |
| IV | $128.00 | /hour |
| III | $116.00 | /hour |
| II | $106.00 | /hour |
| I | $93.00 | /hour |
| **Technical** | | |
| *Technicians--CADD, Survey, Construction Observation* | | |
| Lead | $125.00 | /hour |
| Senior | $119.00 | /hour |
| VIII | $111.00 | /hour |
| VII | $103.00 | /hour |
| VI | $92.00 | /hour |
| V | $82.00 | /hour |
| IV | $76.00 | /hour |
| III | $64.00 | /hour |
| II | $56.00 | /hour |
| I | $48.00 | /hour |
| **Administrative** | | |
| II | $64.00 | /hour |
| I | $52.00 | /hour |
| **Reimbursables** | | |
| Mileage | *Current IRS standard rate* | |
| Outside Services | *As Invoiced* | |

LEGEND:

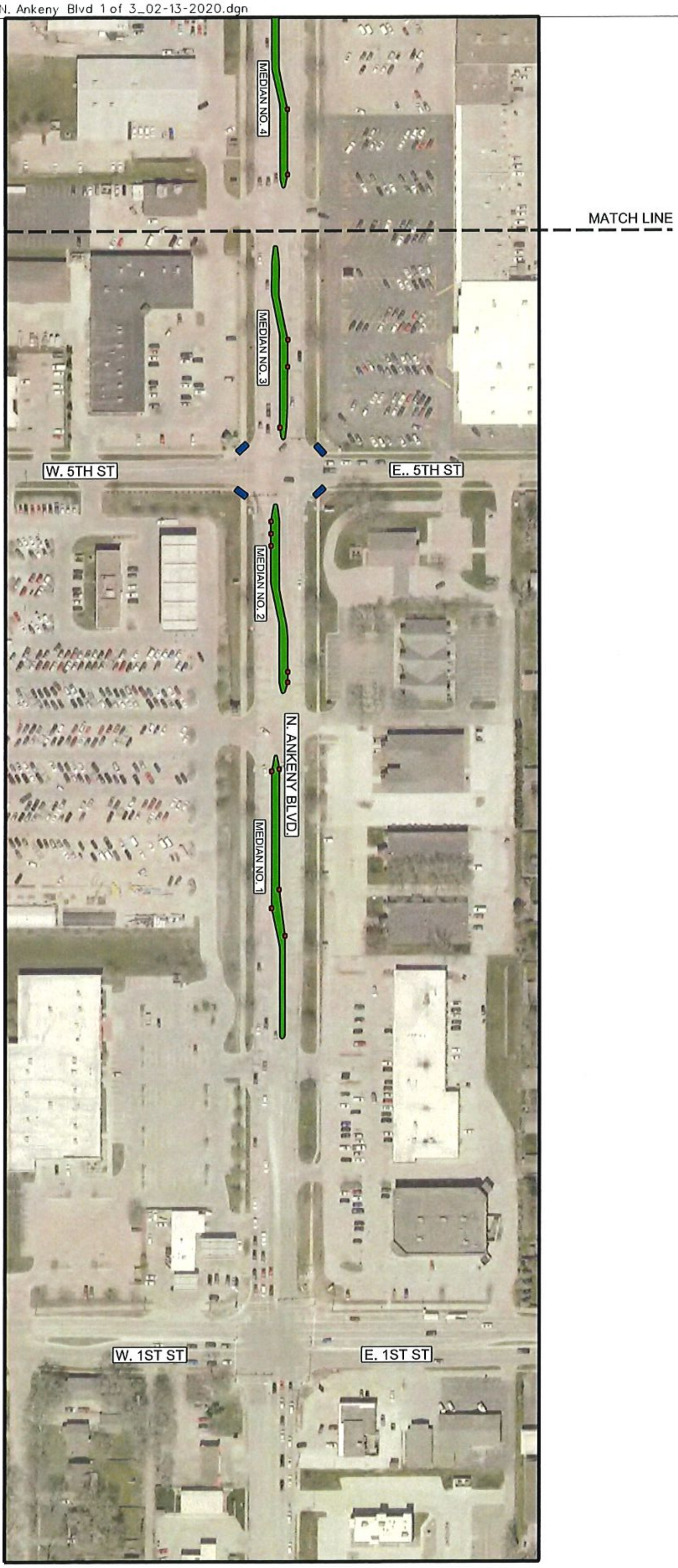
LANDSCAPE CORRIDOR RENOVATIONS:

🟩 MEDIAN - (1)
🟦 INTERSECTION - (1) (2)

(1) - INCLUDES IRRIGATION

(2) - INCLUDES PEDESTRIAN SIGNAL MODIFICATION

🟥 POTENTIAL CURB REPLACEMENT


MATCH LINE
MEDIAN NO. 4
MEDIAN NO. 3
W. 5TH ST
E.. 5TH ST
MEDIAN NO. 2
N. ANKENY BLVD.
MEDIAN NO. 1
W. 1ST ST
E. 1ST ST

N
0 125 250
FEET

SNYDER & ASSOCIATES

city of Ankeny
bringing it all together

**Exhibit D - 1 OF 3**

ANKENY, IOWA | 02/13/2020

2/14/2020
R:\Proposal\2016\Ankeny\N. Ankeny Blvd\1st to 18th N. Ankeny Blvd 2 of 3_02-13-2020.dgn

JMENDOZA
V8iColorHalfWeightPDF.pltcfg

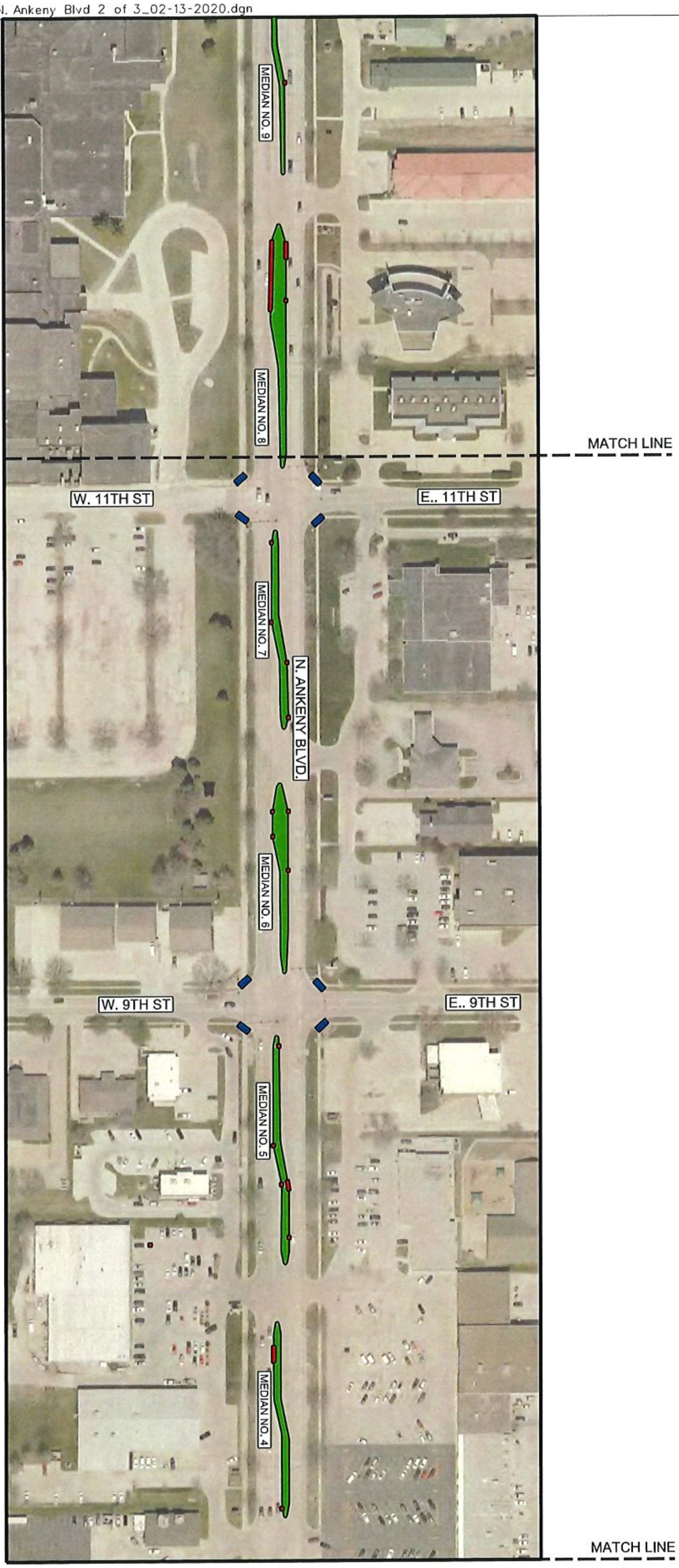
LEGEND:

LANDSCAPE CORRIDOR RENOVATIONS:

🟩 MEDIAN - (1)
🟦 INTERSECTION - (1) (2)

(1) - INCLUDES IRRIGATION
(2) - INCLUDES PEDESTRIAN SIGNAL MODIFICATION

🟥 POTENTIAL CURB REPLACEMENT


MEDIAN NO. 9
MEDIAN NO. 8
MATCH LINE
W. 11TH ST
E.. 11TH ST
MEDIAN NO. 7
N. ANKENY BLVD.
MEDIAN NO. 6
W. 9TH ST
E.. 9TH ST
MEDIAN NO. 5
MEDIAN NO. 4
MATCH LINE

N

0 125 250

FEET

SNYDER & ASSOCIATES

city of Ankeny
bringing it all together

**Exhibit D - 2 OF 3**

ANKENY, IOWA | 02/13/2020

2/14/2020
P:\Proposal\2016\Ankeny\N. Ankeny Blvd\1st to 18th N. Ankeny Blvd 3 of 3_02-13-2020.dgn

JMENDOZA
V8iColorHalfWeightPDF.pltcfg

LEGEND:

LANDSCAPE CORRIDOR RENOVATIONS:

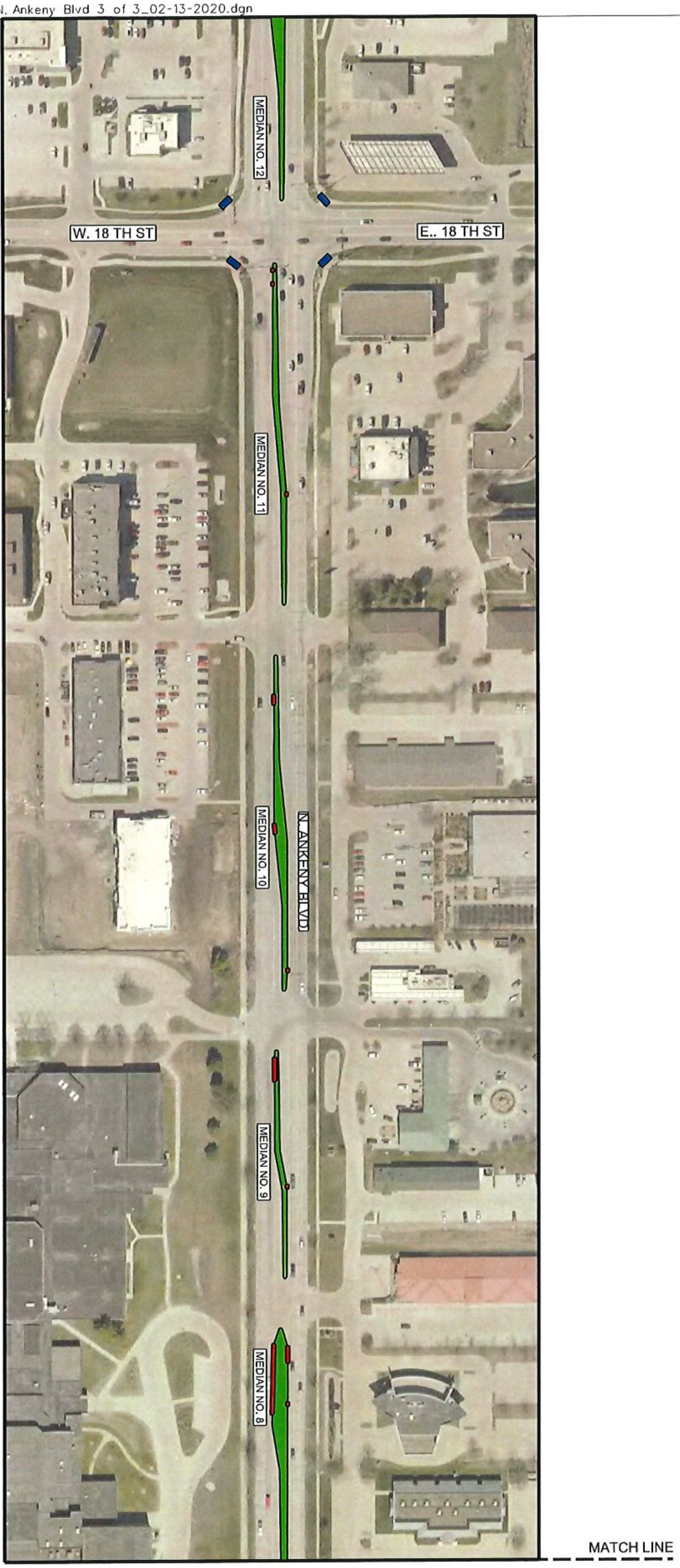
🟩 MEDIAN - (1)

🟦 INTERSECTION - (1) (2)

(1) - INCLUDES IRRIGATION

(2) - INCLUDES PEDESTRIAN
SIGNAL MODIFICATION

🟥 POTENTIAL CURB REPLACEMENT


MEDIAN NO. 12
W. 18 TH ST
E.. 18 TH ST
MEDIAN NO. 11
MEDIAN NO. 10
N. ANKENY BLVD
MEDIAN NO. 9
MEDIAN NO. 8
MATCH LINE

N
0
125
250
FEET

SNYDER & ASSOCIATES

city of Ankeny
bringing it all together

## Exhibit D - 3 OF 3

ANKENY, IOWA | 02/13/2020

# AMENDMENT NO. 1
# EXHIBIT A – SCOPE OF SERVICES
# OF THE PROFESSIONAL SERVICES AGREEMENT TO
# N ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS

This Amendment entered into this 21st day of March 2022 to the Professional Services Agreement dated March 16, 2020, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the "CLIENT", and Snyder & Associates, Inc. hereinafter referred to as the "PROFESSIONAL".

This Amendment is for additional Professional Services, including bid phase and construction services, associated with a fiber optic upgrade along N Ankeny Boulevard between 1st Street and 18th Street. The fiber optic improvements, hereinafter referred to as the "PROJECT" will be let and constructed as a project separate from other improvements previously identified in the Professional Services Agreement.

Now, therefore it is hereby agreed by and between the parties hereto that the Professional Services Agreement be amended as follows:

## I. SCOPE OF WORK

### A. GENERAL

Add the following paragraph:

7. The PROFESSIONAL will provide Professional Services as required to let the fiber optic upgrade PROJECT and provide construction services for the PROJECT.

### B. BASIC ENGINEERING SERVICES

Add the following paragraphs:

9. BID PERIOD ASSISTANCE – FIBER OPTIC UPGRADE PROJECT

The PROFESSIONAL shall perform the following services:

a. The project will be let by the CLIENT, and the PROFESSIONAL shall supply the necessary documents for this process.

b. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services. Prepare and issue addenda as required.

c. Prepare and facilitate electronic plan distribution via Quest Construction Data Network (CDN).

d. Attend the meeting at which bids are received, tabulate the bids, and make a recommendation to the CLIENT regarding the awarding of the construction contract to the lowest qualified bidder.

e. Prepare the Contract Documents incorporating all addendum items.

C. CONSTRUCTION SERVICES

Add the following paragraphs:

1. CONSTRUCTION SERVICES – FIBER OPTIC UPGRADE PROJECT

The PROFESSIONAL shall perform the following services:

a. Arrange and conduct a preconstruction conference with the Contractor and CLIENT to review the contract requirements, details of construction, utility conflicts, and work schedule prior to construction.

b. Review equipment and material submittals for the PROJECT submitted by the CLIENT and/or Contractor for compliance with the Contract Documents. The PROFESSIONAL reserves the right to reject any catalog cuts of materials not in accordance to Contract Documents. The PROFESSIONAL shall notify the CLIENT of any materials not in compliance with Contract Documents. The PROFESSIONAL shall verify that inappropriate or damaged materials are not incorporated into the PROJECT by observing destruction of materials on-site and/or the Contractor hauling material off-site.

c. The PROFESSIONAL shall be responsible for providing all construction stakes for the PROJECT. The PROFESSIONAL shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that must be replaced, will be at the Contractor's expense.

d. The PROFESSIONAL shall perform construction observation at times and intervals appropriate to the stage of construction to observe progress and quality of work and determine if results of the construction work are in general compliance with the Contract Documents. This will include monitoring construction activity and measuring/recording quantities for payment applications.

e. The PROFESSIONAL shall perform site visits to review progress and address any construction issues as requested by the CLIENT. At these site visits, the PROFESSIONAL shall verify that inappropriate or damaged materials are not incorporated into the PROJECT by observing current activities and available materials. The PROFESSIONAL shall notify the CLIENT to determine the appropriate corrective measure(s) to be taken. This may include the CLIENT directing the Contractor to stop all work until appropriate corrective measure(s) is determined.

f. The PROFESSIONAL shall review OTDR test reports (before and after installation) for compliance with specifications.

g. The PROFESSIONAL shall furnish reproducible record drawings for the PROJECT according to CLIENT requirements. Record drawings shall include providing GPS documentation of conduit routing and handhole locations (CLIENT will locate utility). Such record drawings may contain a waiver of liability phrase regarding unknown changes made by the Contractor without CLIENT/PROFESSIONAL approval.

## II. WORK SCHEDULE

The PROJECT shall be performed by the PROFESSIONAL in accordance with the construction schedule for the PROJECT. Construction is expected to begin by May 2, 2022 and completed by October 31, 2022.

## III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL's Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by written change order, amendment, or supplemental agreement signed by both parties.

BASE AGREEMENT PLUS AMENDMENT 1

A. BASIC ENGINEERING SERVICES

| | | BASE | AMEND # 1 | TOTAL |
|---|---|---|---|---|
| **1.** | **Project Administration and Coordination** | $4,900 | | $4,900 |
| **2.** | **Survey and Base Drawings** | $15,600 | | $15,600 |
| **3.** | **Preliminary Design and Plan Preparation** | | | |
| | Intersection Concrete Improvements | $12,200 | | $12,200 |
| | Landscape/Irrigation Improvements | $25,200 | | $25,200 |
| **4.** | | | | |

| | | | | |
|---|---|---|---|---|
| | **Final Design and Construction Plan Preparation** | | | |
| | Intersection Concrete Improvements | $18,300 | | $18,300 |
| | Landscaping/Irrigation Improvements | $32,800 | | $32,800 |
| **5.** | **Traffic Signal Design and Plans** | $22,100 | | $22,100 |
| **6.** | **Fiber Optic Upgrade Design and Plans** | $22,000 | | $22,000 |
| **7.** | **Public Information Meeting** | $4,300 | | $4,300 |
| **8.** | **Bid Period Assistance** | $4,800 | $3,000 | $7,800 |
| | **TOTAL** | $162,200 | $3,000 | $165,200 |

B. CONSTRUCTION SERVICES

| | BASE | AMEND # 1 | TOTAL |
|---|---|---|---|
| Construction Administration | (By Amendment) | | |
| Construction Staking | (By Amendment) | | |
| Traffic Signal Coordination Plans | (By Amendment) | | |
| Resident Construction Observation | (By Amendment) | | |
| Construction Services – Fiber Optic | NA | $16,900 | $16,900 |
| TOTAL | | $16,900 | $16,900 |

C. ADDITIONAL SERVICES

| | BASE | AMEND # 1 | TOTAL |
|---|---|---|---|
| Test Holes – Potholing (16 locations) | $11,200 | | $11,200 |
| Right-of-Way Services | (By Amendment) | | |
| TOTAL | | | $11,200 |

| | |
|---|---|
| **TOTAL BASE AGREEMENT** | **$173,400** |
| **TOTAL AMENDMENT 1** | **$19,900** |
| **TOTAL AGREEMENT** | **$193,300** |

Billings shall include sufficient documentation to explain the charges. All billings shall be accompanied by a Billings Information Report on a form provided to the PROFESSIONAL by the CLIENT.

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this 21st day of March, 2022.

ATTEST:

Mandy Hanson

Mandy Hanson, Records Clerk

CITY OF ANKENY, POLK COUNTY, IOWA

By

Mark E. Holm, Mayor

ATTEST:

Melvin Wallace

SNYDER & ASSOCIATES, INC.

By

Digitally signed by David N. Moeller, P.E.
Date: 2022.03.07 10:37:21-06'00'

# EXHIBIT C

## SNYDER & ASSOCIATES, INC.
## 2022-23
## STANDARD FEE SCHEDULE

| Billing Classification/Level | Billing Rate | |
|---|---|---|
| **Professional** | | |
| *Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer* | | |
| Principal II | $229.00 | /hour |
| Principal I | $217.00 | /hour |
| Senior | $198.00 | /hour |
| VIII | $181.00 | /hour |
| VII | $172.00 | /hour |
| VI | $163.00 | /hour |
| V | $152.00 | /hour |
| IV | $141.00 | /hour |
| III | $129.00 | /hour |
| II | $116.00 | /hour |
| I | $103.00 | /hour |
| **Technical** | | |
| *CADD, Survey, Construction Observation* | | |
| Lead | $138.00 | /hour |
| Senior | $132.00 | /hour |
| VIII | $123.00 | /hour |
| VII | $113.00 | /hour |
| VI | $102.00 | /hour |
| V | $92.00 | /hour |
| IV | $83.00 | /hour |
| III | $75.00 | /hour |
| II | $69.00 | /hour |
| I | $60.00 | /hour |
| **Administrative** | | |
| II | $71.00 | /hour |
| I | $58.00 | /hour |
| **Reimbursables** | | |
| Mileage | *current IRS standard rate* | |
| Outside Services | *As Invoiced* | |

# AMENDMENT NO. 2
# EXHIBIT A – SCOPE OF SERVICES
# OF THE PROFESSIONAL SERVICES AGREEMENT TO N ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS

This Amendment entered into this 3rd day of April 2023 to the Professional Services Agreement dated March 16, 2020, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the "CLIENT", and Snyder & Associates, Inc. hereinafter referred to as the "PROFESSIONAL".

This Amendment is for the construction services associated with a **N Ankeny Boulevard and 18th Street Intersection Improvements**, hereinafter referred to as the "PROJECT." This PROJECT will be let and constructed as a separate project from the other improvements previously identified in the Professional Services Agreement.

Now, therefore it is hereby agreed by and between the parties hereto that the Professional Services Agreement be amended as follows:

## I. SCOPE OF WORK

### C. CONSTRUCTION SERVICES

Add the following paragraphs:

2. CONSTRUCTION ADMINISTRATION ROADWAY

   a. The PROFESSIONAL shall arrange and conduct a preconstruction conference with the CLIENT, Contractor, and franchise utility companies to review the PROJECT requirements, details of construction, submittal requirements, and work schedule prior to construction.

   b. The PROFESSIONAL shall review shop drawings and other submissions from the Contractor for general compliance with the Contract Documents.

   c. The PROFESSIONAL shall prepare three (3) partial payment applications and one (1) change order and make recommendations to the CLIENT for their acceptance. The PROFESSIONAL shall include regular progress reports with the monthly payment applications.

   d. The PROFESSIONAL shall notify the CLIENT of any observed work, which does not conform to the Contract Documents, make recommendations to the CLIENT for the correction of nonconforming work and, at the request of the CLIENT, see that these recommendations are implemented by the Contractor.

e. The PROFESSIONAL shall conduct eleven (11) weekly construction meetings and prepare meeting minutes for the CLIENT.

f. The PROFESSIONAL shall review the PROJECT to determine if it has been completed in substantial conformance with the Contract Documents and recommend acceptance to the CLIENT.

g. If the Contractor exceeds the estimated working and/or calendar days in completing construction of the PROJECT, or if change orders or PROJECT additions require additional working days, the PROFESSIONAL will be compensated for administration, observation, and staking services based on established hourly rates and fixed expenses outlined in the PROFESSIONAL's Standard Fee Schedule (Exhibit C).

h. When directed to do so by the CLIENT, the PROFESSIONAL shall prepare updated plan sheets for changes approved by the CLIENT.

3. CONSTRUCTION ADMINISTRATION LANDSCAPING

The PROFESSIONAL shall provide construction administration services including:

a. Shop drawing and material submittal reviews, attendance at a pre-installation meeting, four (4) on-site visits to observe progress, an initial site review upon completion of all plantings, preparation of a punchlist for initial acceptance.

b. The preparation of Pay Apps and Change Orders.

c. The preparation of weekly Working Day Reports.

d. A final site review just prior to the end of the one-year establishment period.

4. CONSTRUCTION STAKING

The PROFESSIONAL shall be responsible for providing all construction stakes for the PROJECT. The Contract Documents shall contain a provision that the PROFESSIONAL shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that has to be replaced, will be at the Contractor’s expense. It is anticipated that the PROFESSIONAL shall perform staking for the following items:

a. PROJECT site horizontal and vertical control point verification and setup (horizontal and vertical control points will be available for the Contractor).

b. Existing pavement removals and easement limits.

c. Raised beds and retaining walls (wall alignment and elevations with offsets).

d. Median and turn lane pavement back of curb (Paving hubs staked on 25' intervals in tangents and horizontal curves to top of slab elevations).

e. Traffic signal equipment (Center cabinet, ped pole and hand hole locations with offsets and elevations).

f. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, single edge, and corner offsets with elevations).

g. Irrigation conduits (beginning and end conduit crossings).

5. CONSTRUCTION OBSERVATION

The PROFESSIONAL shall provide a Resident Construction Observer to verify compliance with the Contract Documents. Construction observation shall include:

a. The PROFESSIONAL shall attend the preconstruction conference and subsequent field meetings during construction as necessary.

b. The PROFESSIONAL shall verify materials provided by the Contractor are in accordance with the Contract Documents. The PROFESSIONAL reserves the right to reject any inappropriate or damaged materials delivered to or observed on the site. The PROFESSIONAL shall verify that inappropriate or damaged materials are not incorporated into PROJECT by observing destruction of materials on-site and/or the Contractor hauling material off-site. The PROFESSIONAL shall notify the CLIENT of inappropriate or damaged materials found at the site.

c. If the PROFESSIONAL observes, or has reason to believe, the Contractor's construction methods or materials used do not meet the specifications, then the PROFESSIONAL shall immediately notify the CLIENT to determine the appropriate corrective measure(s) to be taken. This may include the CLIENT directing the Contractor to stop work until the appropriate corrective measure(s) is determined.

d. The PROFESSIONAL shall prepare a weekly report of working days using the CLIENT's template and provide to the CLIENT for review prior to issuing to the Contractor.

e. The PROFESSIONAL shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.

f. The PROFESSIONAL shall provide daily observation of traffic control operations, methods, and devices.

g. The PROFESSIONAL shall spot check grading and subgrade preparation and review with the Contractor any deficiencies in the subgrade prior to paving. The PROFESSIONAL shall observe all moisture and density tests and proofrolls.

h. The PROFESSIONAL shall be on-site full time during paving operations. Air tests and compressive strength test cylinders will be required to be completed by an independent testing laboratory provided by the PROFESSIONAL as detailed in Section 7.

i. The PROFESSIONAL shall periodically observe sawing and sealing of joints.

j. The PROFESSIONAL shall periodically observe all surface restoration.

k. The PROFESSIONAL shall assist CLIENT staff in developing a final punch list and verify completion of items for acceptance.

6. RECORD DRAWINGS

The PROFESSIONAL shall furnish reproducible Record Drawings for the PROJECT according to CLIENT requirements. Such Record Drawings may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without CLIENT/PROFESSIONAL approval. It is anticipated that the PROFESSIONAL shall perform the following items:

a. Underground utility location data from construction phase, including but not limited to: water main fittings (bends, tees, crosses, reducers), irrigation conduits, and signal and fiber optic conduits.

b. Storm, sanitary, and water main above ground structure location data.

c. Traffic signal pole, cabinet, and handhole location data.

d. Fiber optic handhole and conduit location data.

e. Record Drawing deliverables per the CLIENT submittal requirements.

f. Pedestrian ramp as-built forms using the CLIENT’s template.

7. MONUMENT PRESERVATION

   a. The PROFESSIONAL shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include but not be limited to identifying the existing monuments within the PROJECT corridor and shall replace any monument disturbed or removed at its preserved position. The results of this survey will be provided to the CLIENT and recorded with the County Recorder's Office.

8. CONCRETE TESTING EXPENSES

   Through an independent testing laboratory, the PROFESSIONAL shall perform the compressive strength cylinder tests. The PROFESSIONAL shall perform compressive strength cylinder testing for all concrete pours. This includes roadways, driveways, sidewalks, retaining walls, footings, etc.

## II. WORK SCHEDULE

Add the following paragraphs:

The PROJECT shall be performed by the PROFESSIONAL in accordance with the construction schedule for the PROJECT. Construction is expected to begin no earlier than June 5, 2023 and completed by August 18, 2023.

## III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL's Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by written change order, amendment, or supplemental agreement signed by both parties.

### A. BASIC ENGINEERING SERVICES

| | | BASE | AMEND # 1 | AMEND # 2 | TOTAL |
|---|---|---|---|---|---|
| **1.** | **Project Administration and Coordination** | $4,900 | | | $4,900 |
| **2.** | **Survey and Base Drawings** | $15,600 | | | $15,600 |
| **3.** | **Preliminary Design and Plan Preparation** | | | | |
| | Intersection Concrete Improvements | $12,200 | | | $12,200 |
| | Landscape/Irrigation Improvements | $25,200 | | | $25,200 |
| **4.** | **Final Design and Construction Plan Preparation** | | | | |
| | Intersection Concrete Improvements | $18,300 | | | $18,300 |
| | Landscaping/Irrigation Improvements | $32,800 | | -$10,800 | $22,000 |
| **5.** | **Traffic Signal Design and Plans** | $22,100 | | | $22,100 |
| **6.** | **Fiber Optic Upgrade Design and Plans** | $22,000 | | | $22,000 |
| **7.** | **Public Information Meeting** | $4,300 | | -$2,300 | $2,000 |
| **8.** | **Bid Period Assistance** | $4,800 | $3,000 | | $7,800 |
| | **TOTAL** | $162,200 | $3,000 | -$13,100 | $152,100 |

### B. CONSTRUCTION SERVICES

| | | BASE | AMEND # 1 | AMEND # 2 | TOTAL |
|---|---|---|---|---|---|
| **1.** | **Construction Services – Fiber Optic** | | $16,900 | $0 | $16,900 |
| **2.** | **Construction Administration Roadway** | | | $15,600 | $15,600 |
| **3.** | **Construction Administration Landscaping** | | | $4,000 | $4,000 |
| **4.** | **Construction Staking** | | | $6,000 | $6,000 |
| **5.** | **Construction Observation** | | | $27,100 | $27,100 |
| **6.** | **Record Drawings** | | | $2,500 | $2,500 |
| **7.** | **Monument Preservation** | | | $2,000 | $2,000 |
| **8.** | **Construction Testing Expenses** | | | $4,000 | $4,000 |
| | **TOTAL** | | $16,900 | $61,200 | $78,100 |

### C. ADDITIONAL SERVICES

| | | BASE | AMEND # 1 | AMEND # 2 | TOTAL |
|---|---|---|---|---|---|
| **1.** | **Test Holes – Potholing (16 locations)** | $11,200 | | -$11,200 | $0 |
| **2.** | **Right-of-Way Services** | (By Amendment) | | | |
| | **TOTAL** | $11,200 | | -$11,200 | $0 |

| | **BASE** | **AMEND # 1** | **AMEND # 2** | **TOTAL** |
|---|---|---|---|---|
| **TOTAL** | **$173,400** | **$19,900** | **$36,900** | **$230,200** |

Billings shall include sufficient documentation to explain the charges. All billings shall be accompanied by a Billings Information Report on a form provided to the PROFESSIONAL by the CLIENT.

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this 3rd day of April, 2023.

ATTEST:

DocuSigned by:
Michelle Yuska
7E497FC63C464A9...

Michelle Yuska
City Clerk, City of Ankeny

CITY OF ANKENY, POLK COUNTY, IOWA

DocuSigned by:
By Mark E. Holm
4C9F47CBF956471...

Mark E. Holm, Mayor

ATTEST:

Melonie Wallace

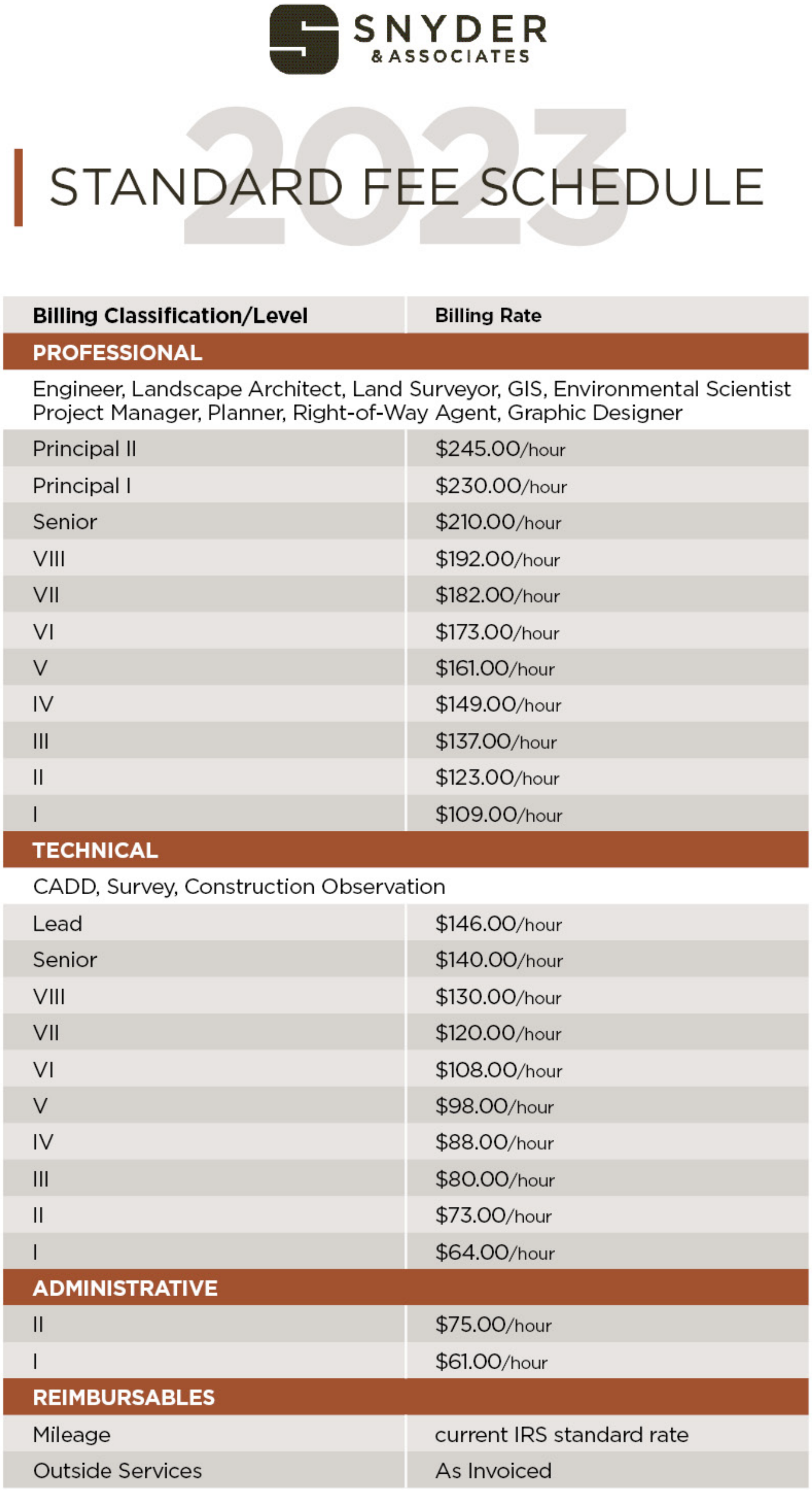
Melonie Wallace
Executive Assistant,
Snyder & Associates, Inc

SNYDER & ASSOCIATES, INC.

By Mark A Land

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

# EXHIBIT C



SNYDER & ASSOCIATES

## 2023 STANDARD FEE SCHEDULE

| Billing Classification/Level | Billing Rate |
|---|---|
| **PROFESSIONAL** | |
| Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer | |
| Principal II | $245.00/hour |
| Principal I | $230.00/hour |
| Senior | $210.00/hour |
| VIII | $192.00/hour |
| VII | $182.00/hour |
| VI | $173.00/hour |
| V | $161.00/hour |
| IV | $149.00/hour |
| III | $137.00/hour |
| II | $123.00/hour |
| I | $109.00/hour |
| **TECHNICAL** | |
| CADD, Survey, Construction Observation | |
| Lead | $146.00/hour |
| Senior | $140.00/hour |
| VIII | $130.00/hour |
| VII | $120.00/hour |
| VI | $108.00/hour |
| V | $98.00/hour |
| IV | $88.00/hour |
| III | $80.00/hour |
| II | $73.00/hour |
| I | $64.00/hour |
| **ADMINISTRATIVE** | |
| II | $75.00/hour |
| I | $61.00/hour |
| **REIMBURSABLES** | |
| Mileage | current IRS standard rate |
| Outside Services | As Invoiced |

# AMENDMENT NO. 3
# EXHIBIT A – SCOPE OF SERVICES
# OF THE PROFESSIONAL SERVICES AGREEMENT TO N ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS

This Amendment entered into this 6th day of November 2023, to the Professional Services Agreement dated March 16, 2020, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the "CLIENT", and Snyder & Associates, Inc., hereinafter referred to as the "PROFESSIONAL".

This Amendment is associated with additional Construction Services for the fiber optic upgrade included with the North Ankeny Boulevard Landscape Improvements project, hereinafter referred to as the "PROJECT". The initial fiber optic upgrade construction services were added to the base agreement with Amendment 1 dated March 21, 2022.

Now, therefore, it is hereby agreed by and between the parties hereto that the Agreement for Professional Services be amended as follows:

## I. SCOPE OF WORK

Add the following paragraphs:

C. CONSTRUCTION SERVICES

9. ADDITIONAL CONSTRUCTION SERVICES

The following are additional construction services performed on the PROJECT:

a. The construction contract completion date for the fiber optic upgrade project was October 31, 2022. The contractor did not complete construction until September 12, 2023 – 316 calendar days beyond the construction contract. Additional construction administration and observation services were required and performed during this period.

Replace Article III as follows:

## III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

## A. BASIC ENGINEERING SERVICES

| | | BASE + Amend 1 & 2 | Amend #3 | TOTAL |
|---|---|---|---|---|
| **1.** | **Project Administration and Coordination** | $4,900 | | $4,900 |
| **2.** | **Survey and Base Drawings** | $15,600 | | $15,600 |
| **3.** | **Preliminary Design and Plan Preparation** | | | |
| | Intersection Concrete Improvements | $12,200 | | $12,200 |
| | Landscape/Irrigation Improvements | $25,200 | | $25,200 |
| **4.** | **Final Design and Construction Plan Preparation** | | | |
| | Intersection Concrete Improvements | $18,300 | | $18,300 |
| | Landscaping/Irrigation Improvements | $22,000 | | $22,000 |
| **5.** | **Traffic Signal Design and Plans** | $22,100 | | $22,100 |
| **6.** | **Fiber Optic Upgrade Design and Plans** | $22,000 | | $22,000 |
| **7.** | **Public Information Meeting** | $2,000 | | $2,000 |
| **8.** | **Bid Period Assistance** | $7,800 | | $7,800 |
| | **TOTAL** | $152,100 | $0 | $152,100 |

## B. CONSTRUCTION SERVICES

| | | BASE + Amend 1 & 2 | Amend #3 | TOTAL |
|---|---|---|---|---|
| **1.** | **Construction Services – Fiber Optic** | $16,900 | $10,500 | $27,400 |
| **2.** | **Construction Administration Roadway** | $15,600 | | $15,600 |
| **3.** | **Construction Administration Landscaping** | $4,000 | | $4,000 |
| **4.** | **Construction Staking** | $6,000 | | $6,000 |
| **5.** | **Construction Observation** | $27,100 | | $27,100 |
| **6.** | **Record Drawings** | $2,500 | | $2,500 |
| **7.** | **Monument Preservation** | $2,000 | | $2,000 |
| **8.** | **Construction Testing Expenses** | $4,000 | | $4,000 |
| | **TOTAL** | $78,100 | $10,500 | $88,600 |

## C. ADDITIONAL SERVICES

| | | BASE + Amend 1 & 2 | Amend #3 | TOTAL |
|---|---|---|---|---|
| **1.** | **Test Holes – Potholing (16 locations)** | $0 | | $0 |
| **2.** | **Right-of-Way Services** | (By Amendment) | | |
| | **TOTAL** | $0 | $0 | $0 |

| | BASE + Amend 1 & 2 | Amend #3 | TOTAL |
|---|---|---|---|
| **TOTAL** | **$230,200** | **$10,500** | **$240,700** |

**TOTAL FOR AMENDMENT NO. 3 = $10,500**

Billings shall include sufficient documentation to explain the charges. All billings shall be accompanied by a Billings Information Report on a form provided to the PROFESSIONAL by the CLIENT.

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this 6th day of November, 2023.

ATTEST:

DocuSigned by:
Michelle Yuska
7E497FC63C464A9...
Michelle Yuska
City Clerk, City of Ankeny

CITY OF ANKENY, POLK COUNTY, IOWA

DocuSigned by:
By Mark E. Holm
4C9E47CBE956471...
Mark E. Holm, Mayor

ATTEST:

Melonie Wallace
Executive Assistant

SNYDER & ASSOCIATES, INC.

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

Route executed to: AJH

SNYDER
& ASSOCIATES

EXHIBIT C

2023

# STANDARD FEE SCHEDULE

| **Billing Classification/Level** | **Billing Rate** |
|---|---|
| **PROFESSIONAL** | |
| Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist<br>Project Manager, Planner, Right-of-Way Agent, Graphic Designer | |
| Principal II | $245.00/hour |
| Principal I | $230.00/hour |
| Senior | $210.00/hour |
| VIII | $192.00/hour |
| VII | $182.00/hour |
| VI | $173.00/hour |
| V | $161.00/hour |
| IV | $149.00/hour |
| III | $137.00/hour |
| II | $123.00/hour |
| I | $109.00/hour |
| **TECHNICAL** | |
| CADD, Survey, Construction Observation | |
| Lead | $146.00/hour |
| Senior | $140.00/hour |
| VIII | $130.00/hour |
| VII | $120.00/hour |
| VI | $108.00/hour |
| V | $98.00/hour |
| IV | $88.00/hour |
| III | $80.00/hour |
| II | $73.00/hour |
| I | $64.00/hour |
| **ADMINISTRATIVE** | |
| II | $75.00/hour |
| I | $61.00/hour |
| **REIMBURSABLES** | |
| Mileage | current IRS standard rate |
| Outside Services | As Invoiced |

# AMENDMENT NO. 4
# EXHIBIT A – SCOPE OF SERVICES OF THE PROFESSIONAL SERVICES AGREEMENT TO N ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS

This Amendment entered into this 20th day of May 2024, to the Professional Services Agreement dated March 16, 2020, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the "CLIENT", and Snyder & Associates, Inc., hereinafter referred to as the "PROFESSIONAL".

This Amendment is associated with additional Construction Services for the N Ankeny Boulevard and 18th Street Intersection Improvements, hereinafter referred to as the "PROJECT".

Now, therefore, it is hereby agreed by and between the parties hereto that the Agreement for Professional Services be amended as follows:

## I. SCOPE OF WORK

Add the following paragraphs:

C. CONSTRUCTION SERVICES

9. ADDITIONAL CONSTRUCTION SERVICES

The following are additional construction services performed on the PROJECT:

a. The construction contract completion date for the PROJECT was August 18, 2023. The contractor did not complete construction until January 4, 2024 – 139 calendar days beyond the construction contract. Additional construction administration and observation services were required and performed during this period.

Replace Article III as follows:

## III. COMPENSATION AND TERMS OF PAYMENT

### A. BASIC ENGINEERING SERVICES

| | | BASE + Amend 1, 2 & 3 | Amend #4 | TOTAL |
|---|---|---|---|---|
| **1.** | **Project Administration and Coordination** | $4,900 | | $4,900 |
| **2.** | **Survey and Base Drawings** | $15,600 | | $15,600 |
| **3.** | **Preliminary Design and Plan Preparation** | | | |
| | Intersection Concrete Improvements | $12,200 | | $12,200 |
| | Landscape/Irrigation Improvements | $25,200 | | $25,200 |
| **4.** | **Final Design and Construction Plan Preparation** | | | |
| | Intersection Concrete Improvements | $18,300 | | $18,300 |
| | Landscaping/Irrigation Improvements | $22,000 | | $22,000 |
| **5.** | **Traffic Signal Design and Plans** | $22,100 | | $22,100 |
| **6.** | **Fiber Optic Upgrade Design and Plans** | $22,000 | | $22,000 |
| **7.** | **Public Information Meeting** | $2,000 | | $2,000 |
| **8.** | **Bid Period Assistance** | $7,800 | | $7,800 |
| | **TOTAL** | $152,100 | $0 | $152,100 |

### B. CONSTRUCTION SERVICES

| | | BASE + Amend 1, 2 & 3 | Amend #4 | TOTAL |
|---|---|---|---|---|
| **1.** | **Construction Services – Fiber Optic** | $27,400 | | $27,400 |
| **2.** | **Construction Administration Roadway** | $15,600 | | $15,600 |
| **3.** | **Construction Administration Landscaping** | $4,000 | | $4,000 |
| **4.** | **Construction Staking** | $6,000 | | $6,000 |
| **5.** | **Construction Observation** | $27,100 | $34,000 | $61,100 |
| **6.** | **Record Drawings** | $2,500 | | $2,500 |
| **7.** | **Monument Preservation** | $2,000 | | $2,000 |
| **8.** | **Construction Testing Expenses** | $4,000 | | $4,000 |
| | **TOTAL** | $88,600 | $34,000 | $122,600 |

C. ADDITIONAL SERVICES

| | BASE + Amend 1, 2, & 3 | Amend #4 | TOTAL |
|---|---|---|---|
| **1. Test Holes – Potholing (16 locations)** | $0 | | $0 |
| **2. Right-of-Way Services** | (By Amendment) | | |
| **TOTAL** | $0 | $0 | $0 |

| | BASE + Amend 1, 2, & 3 | Amend #4 | TOTAL |
|---|---|---|---|
| **TOTAL** | **$240,700** | **$34,000** | **$274,700** |

**TOTAL FOR AMENDMENT NO. 4 = $34,000**

Billings shall include sufficient documentation to explain the charges. All billings shall be accompanied by a Billings Information Report on a form provided to the PROFESSIONAL by the CLIENT.

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this ___ day of ________________, 20___.

ATTEST:

__________________________
Dianne Klemme
Deputy City Clerk, City of Ankeny

CITY OF ANKENY, POLK COUNTY, IOWA

By ________________________________
Mark E. Holm, Mayor

ATTEST:

Melo Wallace
Melonie Wallace
Executive Assistant
Snyder & Associates, Inc

SNYDER & ASSOCIATES, INC.

By Mark A Land
Mark A. Land, P.E., CFM

Route executed to: JMS

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Municipal Utilities | Upgrade Essential Infrastructure |

---

ACTION REQUESTED:

Motion

---

LEGAL:

No Review Required

---

SUBJECT:

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by $95,000.00 Strand Associates, Inc., for construction services on the NE 36th Street and NE 38th Street Water Main Loop Project.

---

EXECUTIVE SUMMARY:

The Municipal Utilities Department proposes to continue using Strand Associates to provide construction services for this project. The proposed amendment includes survey staking for the contractor to construct the project, construction administration which will include the review of submittals and shop drawings and the processing of project quantities for payment applications. It will also include construction observation of the project. Due to the City Council's authorization of a new Engineering Technician position in the Amended FY 2024 budget, Strand's hours for construction observation services have been reduced by 50% as shown in the attached Amendment No.1 to the Professional Services Agreement. This is the first project for the new position and an example of how in-house staff will be utilized to reduce costs for future construction projects that are otherwise completed by contractual services at a higher cost. A copy of the original Professional Services agreement is attached for reference. The fee for the construction services for the NE 36th Street and NE 38th Street Water Main Loop Project is $95,000.00. The original Professional Services Agreement for design engineering services was $204,000.00. Adding Amendment #1 to the Professional Services Agreement increases the total contract to $299,000.00. This amendment would be a not to exceed contract without written approval.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Strand Associates in the amount of $95,000.00 for the NE 36th Street and NE 38th Street Water Main Loop Project.

---

## FISCAL IMPACT: **No**

This project was included in the City of Ankeny's CIP for 2024 construction.

---

## CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Strand Associates in the amount of $95,000.00 for the NE 36th Street and NE 38th Street Water Main Loop Project.

---

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

## PUBLIC OUTREACH EFFORTS:

---

## ACTION REQUESTED:

---

## ADDITIONAL INFORMATION:

---

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Amendment #1 |
| 🗋 Professional Services Agreement |

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

March 10, 2023

Municipal Utilities
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023-1564

Attention: Mr. Don Clark, Director of Municipal Utilities

Re: Agreement for Design Services, Easement Acquisition Assistance Services, Geotechnical Services Procurement, and Bidding-Related Services
NE 36th Street and NE 38th Street Water Main Loop

This is an Agreement between the City of Ankeny, Iowa, hereinafter referred to as OWNER, and FOX-Strand, hereinafter referred to as ENGINEER, to provide Design Services, Easement Acquisition Assistance Services, Geotechnical Services Procurement, and Bidding-Related Services (Services) for the NE 36th Street and NE 38th Street Water Main Loop project. This Agreement shall be in accordance with the following elements.

## Project Understanding

This project will include design of approximately 11,500 linear feet of 16-inch water main on the north side of NE 36th Street and the west side of NE 38th Street to create a loop between the existing 16-inch water main that ends north of NE 18th Street along NE 38th Street and the existing 16-inch water main along NE 36th Street.

## Scope of Services

ENGINEER will provide the following Services to OWNER.

### Geotechnical Engineering Subcontracting Services

1. Prepare a scope for geotechnical engineering for the project.
2. Procure geotechnical engineer to provide soil borings and geotechnical report for project.
3. Provide draft geotechnical report to OWNER for review, incorporate OWNER's comments as appropriate, and finalize the report.

### Design and Bidding-Related Services

1. Communicate with local utility providers to provide one-call utility locates.
2. Delineate the water main route using existing mapping, conduct a topographic survey of the water main route, and prepare conceptual drawings for water main and discuss with OWNER. Include in the conceptual drawings the existing conditions and proposed water main route.

3. Conduct preliminary boundary and title research including field time to locate controlling government and parcel corners along the proposed water main route, in accordance with state statutes.

4. Attend up to two staff meetings during preliminary design; one meeting for project kick-off and one meeting midway through the preliminary design as a status review.

5. Prepare a preliminary design report that summarizes the preliminary design water main route and opinion of probable construction cost (OPCC) and submit to OWNER.

6. Construction Drawings and Specifications:
   a. Prepare construction drawings and technical specifications, in accordance with the Iowa Statewide Urban Design and Specifications and OWNER-provided Supplemental Specifications. Contract Documents will include OWNER-provided front-end documents.
   b. Drawings will include water main plan and profile, bid items, construction details, stormwater pollution prevention plan, and restoration drawings. Traffic control drawings are not anticipated.

7. Prepare an erosion control plan.

8. Prepare the Iowa Department of Natural Resources (IDNR) National Pollutant Discharge Elimination System and IDNR Water Supply permits. Permit fee shall be reimbursed by OWNER.

9. Attend up to two staff meetings during final design.

10. Prepare draft Bidding Documents using OWNER Contract Documents, technical specifications and engineering drawings.

11. Submit draft Bidding Documents to OWNER.

12. Prepare a prebid OPCC and submit to OWNER.

13. Review the draft Bidding Documents with OWNER, incorporate review comments as appropriate, and submit five bound half-sized sets of drawings and two bound sets of specifications for the final Bidding Documents to OWNER.

14. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com.

15. Prepare addenda and answer questions during bidding.

16. Attend Bid opening, tabulate and analyze Bid results, and assist OWNER in the award of the Construction Contract.

17. Prepare two sets of Contract Documents for signature.

18. Prepare up to three draft exhibits of the proposed easements and legal descriptions for the selected water main route.

19. Submit draft exhibits and legal descriptions to OWNER's attorney for review and negotiation with landowners.

20. Prepare and provide final easement exhibits to OWNER.

**Easement Acquisition Assistance**

Assist OWNER and OWNER's legal counsel with easement acquisition for up to three easements.

**Service Elements Not Included**

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.

3. Construction-Related Services: Construction-related services for the project will require a separate agreement with OWNER.

4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

5. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.

6. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.

7. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.

8. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

**Compensation**

OWNER shall compensate ENGINEER for Geotechnical Engineering Subcontracting Services on an hourly rate basis plus expenses an estimated fee of $25,000.

OWNER shall compensate ENGINEER for Design and Bidding-Related Services a lump sum of $175,000.

OWNER shall compensate ENGINEER for Easement Acquisition Services on an hourly rate basis plus expenses an estimated fee of $4,000.

Expenses incurred such as those for subconsultants, travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum and estimated fees for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum and estimated fees that reflects any wage scale adjustments made.

The lump sum and estimated fees will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

**Schedule**

Services will begin upon execution of this Agreement, which is anticipated the week of March 20, 2023. Services are scheduled for completion on December 29, 2023.

**Standard of Care**

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

**OWNER's Responsibilities**

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.

2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.

3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.

4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.

5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.

6. Provide all legal services as may be required for the development of this project.

7. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.

8. Reimburse ENGINEER for all permit and plan review fees payable to regulatory agencies.

## Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

## Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

3. If there is a modification of OWNER's requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

## Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

## Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

## Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

## Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

## Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

## Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Iowa.

## Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

STRAND ASSOCIATES, INC.®

Joseph M Bunker 3/10/23

Joseph M. Bunker Date
Corporate Secretary

OWNER:

CITY OF ANKENY

DocuSigned by:
Mark E. Holm
4C9E47CBE956471...
3/20/23

Honorable Mark Holm Date
Mayor

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of $94,084.20 to Absolute Concrete Construction, for construction services on the NW Northlawn Area Utility Improvements - Phase 3 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

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## ADDITIONAL INFORMATION:

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## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Payment #2 |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

**Project Title:** NW Northlawn Area Utility Improvements - Phase 3
**Contractor:** Absolute Concrete Construction
**Address:** 1800 Burr Oak Blvd, Granger, IA 50109

| | | | |
|---|---|---|---|
| **Finance Budget Code:** | 610.3610.4450 | **Finance Project #:** | 610.445 |
| 650.3650.4452 | 963.3963.4451 | 650.4452 | 963.4451 |
| **Vendor Project #:** | N/A | **Purchase Order #:** | N/A |
| **Original Contract Date:** | November 20, 2023 | **Vendor Account #:** | 4997 |

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**Date of Council Meeting:** May 20, 2024 **Payment Application #:** 2

**Payment Period:** From: March 31, 2024 Through: April 27, 2024

**Contract Summary:**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 1,122,982.75 | | |
| Net Change by Change Orders: | $ - | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 1,122,982.75 | |
| Total Completed and Stored to Date: | $ 120,301.00 | | |
| Retainage: 5 % of Completed Work: | $ 6,015.05 | | |
| Total Earned Less Retainage: | | $ 114,285.95 | |
| Less Previous Applications for Payment: | | $ 20,201.75 | |
| SUBTOTAL: | | | $ 94,084.20 |
| OTHER CHARGES: | | | $ - |
| **CURRENT PAYMENT DUE:** | | | **$ 94,084.20** |
| Balance to Finish, Including Retainage: | | $ 1,008,696.80 | |

Contract Time Remaining (Substantial): 103.0 Working Days
Contract Time Remaining (Final): 10.0 Working Days

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

Construction Contractor Approval: Absolute Concrete Construction
Firm Name

Eli Hartog
Signature
04.30.22
Date

Engineer / Consultant Approval:
Firm Name

Signature
Date

City of Ankeny Staff Approval:

Emily Breitbarth
Signature
5/6/24
Date

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Submit to: Emily Breitbarth - Civil Engineer I
E-mail: EBreitbarth@AnkenyIowa.gov Phone Number: 515-963-3542

Date Printed: 4/30/2024

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

| ITEM NO. | DESCRIPTION (Include Change Order # if Applicable) | UNITS | ORIGINAL PROPOSED QUANTITY | QUANTITY CHANGE (BY CHANGE ORDER) | TOTAL QUANTITY | UNIT PRICE | EXTENDED PRICE | TOTAL QUANTITY THIS PAY PERIOD | TOTAL VALUE THIS PAY PERIOD | TOTAL QUANTITY FROM PREVIOUS PAY PERIODS | TOTAL QUANTITY COMPLETE | TOTAL VALUE OF COMPLETED WORK | REMAINING QUANTITY | PERCENT COMPLETE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | EARTHWORK | | | | | | | | | | | | | |
| 2.01 | Clearing and Grubbing | LS | 1.00 | | 1.00 | $ 4,800.00 | $ 4,800.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 2.02 | Topsoil, Off-site | CY | 400.00 | | 400.00 | $ 43.25 | $ 17,300.00 | | $ - | | 0.00 | $ - | 400.00 | 0.00% |
| 2.03 | Excavation, Class 10 | CY | 1,300.00 | | 1,300.00 | $ 20.00 | $ 26,000.00 | 240.00 | $ 4,800.00 | | 240.00 | $ 4,800.00 | 1,060.00 | 18.46% |
| 2.04 | Subgrade Preparation, 6" Depth | CY | 3,975.00 | | 3,975.00 | $ 3.15 | $ 12,521.25 | | $ - | | 0.00 | $ - | 3,975.00 | 0.00% |
| 2.05 | Subgrade Treatment, Geogrid, Triangular | CY | 1,000.00 | | 1,000.00 | $ 4.55 | $ 4,550.00 | | $ - | | 0.00 | $ - | 1,000.00 | 0.00% |
| 2.06 | Subbase, Modified, 6" Depth (Virgin Aggregate) | CY | 3,975.00 | | 3,975.00 | $ 12.00 | $ 47,700.00 | | $ - | | 0.00 | $ - | 3,975.00 | 0.00% |
| 2.07 | Compaction Testing | LS | 1.00 | | 1.00 | $ 2,600.00 | $ 2,600.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| | TRENCH EXCAVATION AND BACKFILL | | | | | | | | | | | | | |
| 3.01 | Trench Compaction Testing | LS | 1.00 | | 1.00 | $ 2,750.00 | $ 2,750.00 | 0.50 | $ 1,375.00 | | 0.50 | $ 1,375.00 | 0.50 | 50.00% |
| | SEWERS AND DRAINS | | | | | | | | | | | | | |
| 4.01 | Sanitary Sewer Gravity Main, Trenched, Truss PVC, 8" Dia. | LF | 1,062.00 | | 1,062.00 | $ 81.75 | $ 86,818.50 | 372.00 | $ 30,411.00 | | 372.00 | $ 30,411.00 | 690.00 | 35.03% |
| 4.02 | Sanitary Sewer Gravity Main, Trenchless, C900 PVC, 8" Dia. | LF | 162.00 | | 162.00 | $ 154.00 | $ 24,948.00 | | $ - | | 0.00 | $ - | 162.00 | 0.00% |
| 4.03 | Sanitary Sewer Service Stub, PVC, 4" Dia. | LF | 656.00 | | 656.00 | $ 79.50 | $ 52,152.00 | 217.00 | $ 17,251.50 | | 217.00 | $ 17,251.50 | 439.00 | 33.08% |
| 4.04 | Removal of Sanitary Sewer, Less than or equal to 36" Dia. | LF | 1,062.00 | | 1,062.00 | $ 10.50 | $ 11,151.00 | 372.00 | $ 3,906.00 | | 372.00 | $ 3,906.00 | 690.00 | 35.03% |
| 4.05 | Sanitary Sewer Cleanout, Temporary (Type 1), 8" Dia. | EA | 1.00 | | 1.00 | $ 3,450.00 | $ 3,450.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 4.06 | Sanitary Sewer Cleanout, Temporary (Type 2), 8" Dia. | EA | 1.00 | | 1.00 | $ 1,800.00 | $ 1,800.00 | 1.00 | $ 1,800.00 | | 1.00 | $ 1,800.00 | 0.00 | 100.00% |
| 4.07 | Sanitary Sewer Abandonment, Fill and Plug, 8" Dia. | LF | 162.00 | | 162.00 | $ 8.00 | $ 1,296.00 | | $ - | | 0.00 | $ - | 162.00 | 0.00% |
| 4.08 | Storm Sewer, Trenched, Class III RCP, 15" Dia. (Cl R-2 Bed) | LF | 246.00 | | 246.00 | $ 66.00 | $ 16,236.00 | | $ - | | 0.00 | $ - | 246.00 | 0.00% |
| 4.09 | Removal of Storm Sewer, Less than or equal to 36" Dia. | LF | 66.00 | | 66.00 | $ 19.00 | $ 1,254.00 | | $ - | | 0.00 | $ - | 66.00 | 0.00% |
| 4.10 | Footing Drain Collector/Subdrain, Corrugated PVC, 8" Dia. | LF | 1,902.00 | | 1,902.00 | $ 32.00 | $ 60,864.00 | | $ - | | 0.00 | $ - | 1,902.00 | 0.00% |
| 4.11 | Footing Drain Cleanout, Type B, 24" Dia. | EA | 3.00 | | 3.00 | $ 2,385.00 | $ 7,155.00 | | $ - | | 0.00 | $ - | 3.00 | 0.00% |
| 4.12 | Footing Drain Outlets and Connections, PVC, 8" Dia. | EA | 10.00 | | 10.00 | $ 420.00 | $ 4,200.00 | | $ - | | 0.00 | $ - | 10.00 | 0.00% |
| 4.13 | Storm Sewer Service Stub, PVC, 1.5" Dia. | LF | 306.00 | | 306.00 | $ 59.00 | $ 18,054.00 | | $ - | | 0.00 | $ - | 306.00 | 0.00% |
| | WATER MAINS AND APPURTENANCES | | | | | | | | | | | | | |
| 5.01 | Water Main, Trenched, PVC, 4" Diameter | LF | 10.00 | | 10.00 | $ 92.00 | $ 920.00 | | $ - | | 0.00 | $ - | 10.00 | 0.00% |
| 5.02 | Water Main, Trenched, PVC, 8" Diameter | LF | 1,129.00 | | 1,129.00 | $ 45.50 | $ 51,369.50 | 380.00 | $ 17,290.00 | | 380.00 | $ 17,290.00 | 749.00 | 33.66% |
| 5.03 | Fitting, 22.50 Degree Bend, 8" | EA | 2.00 | | 2.00 | $ 688.00 | $ 1,376.00 | | $ - | | 0.00 | $ - | 2.00 | 0.00% |
| 5.04 | Fitting, 90.00 Degree Bend, 4" | EA | 1.00 | | 1.00 | $ 825.00 | $ 825.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 5.05 | Fitting, 8" X 8" TEE | EA | 1.00 | | 1.00 | $ 1,020.00 | $ 1,020.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 5.06 | Fitting, 8" X 4" TEE | EA | 1.00 | | 1.00 | $ 910.00 | $ 910.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 5.07 | Fitting, 8" End Cap | EA | 1.00 | | 1.00 | $ 400.00 | $ 400.00 | 1.00 | $ 400.00 | | 1.00 | $ 400.00 | 0.00 | 100.00% |
| 5.08 | Water Service, Polyethylene, 0.75" Diameter, Near Side | EA | 14.00 | | 14.00 | $ 1,270.00 | $ 17,780.00 | | $ - | | 0.00 | $ - | 14.00 | 0.00% |
| 5.09 | Water Service, Polyethylene, 0.75" Diameter, Far Side | EA | 10.00 | | 10.00 | $ 1,885.00 | $ 18,850.00 | | $ - | | 0.00 | $ - | 10.00 | 0.00% |
| 5.10 | Water Main Removal, 4" Diameter | LF | 1,114.00 | | 1,114.00 | $ 12.00 | $ 13,368.00 | 350.00 | $ 4,200.00 | | 350.00 | $ 4,200.00 | 764.00 | 31.42% |
| 5.11 | Gate Valve, 8" | EA | 4.00 | | 4.00 | $ 2,515.00 | $ 10,060.00 | 1.00 | $ 2,515.00 | | 1.00 | $ 2,515.00 | 3.00 | 25.00% |
| 5.12 | Fire Hydrant Assembly, Alternate | EA | 3.00 | | 3.00 | $ 7,385.00 | $ 22,155.00 | 1.00 | $ 7,385.00 | | 1.00 | $ 7,385.00 | 2.00 | 33.33% |
| 5.13 | Fire Hydrant Assembly Removal | EA | 1.00 | | 1.00 | $ 600.00 | $ 600.00 | 1.00 | $ 600.00 | | 1.00 | $ 600.00 | 0.00 | 100.00% |
| 5.14 | Water Main, Temporary, PEX, 2" Diameter | LF | 1,837.00 | | 1,837.00 | $ 17.50 | $ 32,147.50 | | $ - | 385.00 | 385.00 | $ 6,737.50 | 1,452.00 | 20.96% |
| | STRUCTURES FOR SANITARY AND STORM SEWERS | | | | | | | | | | | | | |
| 6.01 | Manhole, Type SW-301, 48" Diameter | EA | 4.00 | | 4.00 | $ 6,750.00 | $ 27,000.00 | | $ - | | 0.00 | $ - | 4.00 | 0.00% |
| 6.02 | Intake Type SW-505, 6'-8" X 2'-0" | EA | 2.00 | | 2.00 | $ 5,125.00 | $ 10,250.00 | | $ - | | 0.00 | $ - | 2.00 | 0.00% |
| 6.03 | Intake Type SW-506, 6'-8" X 6'-0" | EA | 2.00 | | 2.00 | $ 8,025.00 | $ 16,050.00 | | $ - | | 0.00 | $ - | 2.00 | 0.00% |
| 6.04 | Intake Adjustment, Minor | EA | 1.00 | | 1.00 | $ 1,675.00 | $ 1,675.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 6.05 | Connection to Existing Intake, SW-211 Type PC-2 | EA | 1.00 | | 1.00 | $ 1,275.00 | $ 1,275.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 6.06 | Remove Manhole, Sanitary | EA | 4.00 | | 4.00 | $ 850.00 | $ 3,400.00 | | $ - | | 0.00 | $ - | 4.00 | 0.00% |
| 6.07 | Remove Intake, Storm | EA | 2.00 | | 2.00 | $ 575.00 | $ 1,150.00 | | $ - | | 0.00 | $ - | 2.00 | 0.00% |
| 6.08 | Remove Cleanout, Sanitary | EA | 1.00 | | 1.00 | $ 875.00 | $ 875.00 | 1.00 | $ 875.00 | | 1.00 | $ 875.00 | 0.00 | 100.00% |
| | STREETS AND RELATED WORK | | | | | | | | | | | | | |
| 7.01 | Pavement, PCC, C-SUD, 7" Thick | SY | 3,250.00 | | 3,250.00 | $ 57.00 | $ 185,250.00 | | $ - | | 0.00 | $ - | 3,250.00 | 0.00% |
| 7.02 | PCC Pavement Samples and Testing | LS | 1.00 | | 1.00 | $ 6,000.00 | $ 6,000.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 7.03 | Removal of Sidewalk | SY | 850.00 | | 850.00 | $ 6.00 | $ 5,100.00 | | $ - | | 0.00 | $ - | 850.00 | 0.00% |
| 7.04 | Removal of Driveway | SY | 820.00 | | 820.00 | $ 6.00 | $ 4,920.00 | | $ - | 64.00 | 64.00 | $ 384.00 | 756.00 | 7.80% |
| 7.05 | Sidewalk, PCC, 4" Thick | SY | 799.00 | | 799.00 | $ 58.00 | $ 46,342.00 | | $ - | | 0.00 | $ - | 799.00 | 0.00% |
| 7.06 | Sidewalk, PCC, 6" Thick | SY | 66.00 | | 66.00 | $ 85.00 | $ 5,610.00 | | $ - | | 0.00 | $ - | 66.00 | 0.00% |
| 7.07 | Detectable Warnings, Galvanized Steel | SF | 60.00 | | 60.00 | $ 66.00 | $ 3,960.00 | | $ - | | 0.00 | $ - | 60.00 | 0.00% |
| 7.08 | Driveway, Paved, PCC, Type A Residential, 6" Thick | SY | 898.00 | | 898.00 | $ 63.00 | $ 56,574.00 | | $ - | | 0.00 | $ - | 898.00 | 0.00% |
| 7.09 | Subbase Over-Excavation, 6" Depth | SY | 400.00 | | 400.00 | $ 13.00 | $ 5,200.00 | | $ - | | 0.00 | $ - | 400.00 | 0.00% |

Date printed 4/30/2024

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 7.10 | Pavement Removal | SY | 3,148.00 | | 3,148.00 | $ 6.00 | $ 18 888.00 | | $ - | 1,051.00 | 1,051.00 | $ 6,306.00 | 2 097.00 | 33.39% |
| | TRAFFIC CONTROL | | | | | | | | | | | | | |
| 8.01 | Temporary Traffic Control | LS | 1.00 | | 1.00 | $ 25 000.00 | $ 25 000.00 | 0.05 | $ 1,250.00 | 0.05 | 0.10 | $ 2,500.00 | 0.90 | 10.00% |
| 8.02 | Remove and Reinstall Type A Sign | EA | 6.00 | | 6.00 | $ 300.00 | $ 1,800.00 | | $ - | | 0.00 | $ - | 6.00 | 0.00% |
| 8.03 | Portable Dynamic Message Signs | CDAY | 20.00 | | 20.00 | $ 50.00 | $ 1,000.00 | 2.00 | $ 100.00 | 14.00 | 16.00 | $ 800.00 | 4.00 | 80.00% |
| | SITE WORK AND LANDSCAPING | | | | | | | | | | | | | |
| 9.01 | Conventional Seeding and Fertilizing, Type 4 | AC | 1.00 | | 1.00 | $ 600.00 | $ 600.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 9.02 | Fiber Sock, Installation, 9" | LF | 1,700.00 | | 1 700.00 | $ 1.75 | $ 2 975.00 | | $ - | | 0.00 | $ - | 1 700.00 | 0.00% |
| 9.03 | Fiber Sock, Removal, 9" | LF | 1,700.00 | | 1 700.00 | $ 0.50 | $ 850.00 | | $ - | | 0.00 | $ - | 1,700.00 | 0.00% |
| 9.04 | Erosion Control Mulching, Hydromulching, BFM | AC | 1.00 | | 1.00 | $ 5,000.00 | $ 5,000.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 9.05 | Inlet Protection Device, Rock | EA | 4.00 | | 4.00 | $ 500.00 | $ 2,000.00 | | $ - | | 0.00 | $ - | 4.00 | 0.00% |
| 9.06 | Inlet Protection Device, Drop In | EA | 12.00 | | 12.00 | $ 200.00 | $ 2 400.00 | | $ - | 2.00 | 2.00 | $ 400.00 | 10.00 | 16.67% |
| 9.07 | Inlet Protection Device, Maintenance | EA | 24.00 | | 24.00 | $ 25.00 | $ 600.00 | | $ - | | 0.00 | $ - | 24.00 | 0.00% |
| 9.08 | Removal & Reinstallation of Existing Fence, Vinyl, 6 H X 6W | LF | 16.00 | | 16.00 | $ 82.00 | $ 1,312.00 | | $ - | | 0.00 | $ - | 16.00 | 0.00% |
| 9.09 | Removal & Reinstallation of Existing Fence, Chain Link, 6 H X 6W | LF | 16.00 | | 16.00 | $ 65.00 | $ 1,040.00 | | $ - | | 0.00 | $ - | 16.00 | 0.00% |
| | MISCELLANEOUS | | | | | | | | | | | | | |
| 11.01 | Mobilization | LS | 1.00 | | 1.00 | $ 70 000.00 | $ 70 000.00 | 0.05 | $ 3,500.00 | 0.05 | 0.10 | $ 7,000.00 | 0.90 | 10.00% |
| 11.02 | Maintenance of Solid Waste Collection | LS | 1.00 | | 1.00 | $ 7,750.00 | $ 7,750.00 | 0.05 | $ 387.50 | 0.05 | 0.10 | $ 775.00 | 0.90 | 10.00% |
| 11.03 | Temporary Pedestrian Ramp | EA | 6.00 | | 6.00 | $ 500.00 | $ 3,000.00 | | $ - | | 0.00 | $ - | 6.00 | 0.00% |
| 11.04 | Temporary Granular Sidewalk | SY | 868.00 | | 868.00 | $ 9.00 | $ 7,812.00 | 110.00 | $ 990.00 | | 110.00 | $ 990.00 | 758.00 | 12.67% |
| 11.05 | Concrete Washout | LS | 1.00 | | 1.00 | $ 2,200.00 | $ 2,200.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 11.06 | Temporary Fence, Orange Mesh Safety Fence | LF | 2,186.00 | | 2,186.00 | $ 4.00 | $ 8,744.00 | | $ - | 400.00 | 400.00 | $ 1,600.00 | 1,786.00 | 18.30% |
| | 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 = $1,122,982.75 PAY PERIOD = $ 99,036.00 COMPLETED = $ 120,301.00 10.71%

Date printed 4/30/2024

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

**Previous Applications for Payment:**

| No. | Date | Amount |
|---|---|---|
| 1 | April 15, 2024 | $ 20,201.75 |
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**Previous Applications for Payment:**

| No. | Date | Amount |
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**PREVIOUS PAY APPS TOTAL = $ 20,201.75**

**Record of Change Orders:**

| No. | Date | Amount |
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**CHANGE ORDER TOTAL = $ -**

**Contract Time Remaining:**

Contract Period: Working Days
Construction Start Date: March 18, 2024

**Substantial Completion:**

Contract Working Days: 120.0
Added by Change Order:
Total Working Days: 120.0
Working Days Used to Date: 17.0
Working Days Remaining: 103.0

**Full Completion:**

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

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #13 in the amount of $12,904.26 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 #13 |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

**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:** May 20, 2024 **Payment Application #:** 13

**Payment Period:** From: April 1, 2024 Through: ~~March 31,~~ April 28 2024

**Contract Summary:**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 218,864.00 | | |
| Net Change by Change Orders: | $ 15,890.00 | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 234,754.00 | |
| Total Completed and Stored to Date: | $ 206,863.39 | | |
| Retainage: 0 % of Completed Work: | $ - | | |
| Total Earned Less Retainage: | | $ 206,863.39 | |
| Less Previous Applications for Payment: | | $ 193,959.13 | |
| SUBTOTAL: | | | $ 12,904.26 |
| OTHER CHARGES: | | | $ - |
| **CURRENT PAYMENT DUE:** | | | **$ 12,904.26** |
| Balance to Finish, Including Retainage: | | $ 27,890.61 | |
| 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 5/10/2024

City of Ankeny Staff Approval:
Signature
Date 5/10/2024

---

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

Date Printed: 5/10/2024

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

**Previous Applications for Payment:**

| No. | Date | Amount |
|---|---|---|
| 1 | April 3, 2023 | $ 14,652.14 |
| 2 | April 15, 2023 | $ 3,703.70 |
| 3 | June 5, 2023 | $ 20,142.70 |
| 4 | June 19, 2023 | $ 5,755.33 |
| 5 | July 6, 2023 | $ 2,717.25 |
| 6 | September 5, 2023 | $ 29,099.50 |
| 7 | October 16, 2023 | $ 18,874.50 |
| 8 | November 18, 2023 | $ 45,495.56 |
| 9 | January 16, 2024 | $ 19,597.00 |
| 10 | February 19, 2024 | $ 26,827.25 |
| 11 | March 18, 2024 | $ 4,705.70 |
| 12 | April 15, 2024 | $ 2,388.50 |
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**Previous Applications for Payment:**

| No. | Date | Amount |
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| 36 | | |
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**PREVIOUS PAY APPS TOTAL = $ 193,959.13**

**Record of Change Orders:**

| No. | Date | Amount |
|---|---|---|
| 1 | April 1, 2024 | $ 15,890.00 |
| 2 | | |
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**CHANGE ORDER TOTAL = $ 15,890.00**

**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**

Date Printed: 5/10/2024

**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, 2024
Project No: 2301.073
Invoice No: 44848
Due Date: June 7, 2024

Project 2301.073 C. of Ankeny - 36th/Weigel HMA Overlays

**Professional Services from April 1, 2024 through April 28, 2024**

Task 103 Topo/ROW Survey

**Total this Task** **0.00**

Task 107 Existing Utility Information

**Total this Task** **0.00**

Task 222 Joint Application Prep

**Total this Task** **0.00**

Task 302 Preliminary Roadway Design (36th)

**Total this Task** **0.00**

Task 303 Preliminary Roadway Design (Weigel)

**Total this Task** **0.00**

Task 304 Preliminary Construction Drawings (HMA)

**Total this Task** **0.00**

Task 305 Check Construction Drawings (HMA)

**Total this Task** **0.00**

Task 306 Final Construction Drawings (HMA)

**Professional Personnel**

| | **Hours** | **Rate** | **Amount** | |
|---|---|---|---|---|
| Engineer 2 | 12.00 | 106.00 | 1,272.00 | |
| Engineer 7 | 7.00 | 167.00 | 1,169.00 | |
| Engineer 8 | 7.00 | 179.00 | 1,253.00 | |
| Technician 7 | 12.00 | 129.00 | 1,548.00 | |
| **Total Labor** | | | | 5,242.00 |

**Total this Task** **$5,242.00**

Task 404 Front Ends/Project Manual

**Total this Task** **0.00**

Task 405 Estimated Construction Costs

**Total this Task** **0.00**

Task 501 Preconstruction Meeting

**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 601 Construction Staking

**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Technician 1 | 18.00 | 60.00 | 1,080.00 | |
| Senior Technician | 22.00 | 152.00 | 3,344.00 | |
| **Total Labor** | | | | **4,424.00** |

**Total this Task** **$4,424.00**

Task 603 Limited Construction Administration

**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Principal/Senior Engineer | 2.00 | 205.00 | 410.00 | |
| Engineer 7 | 9.00 | 167.00 | 1,503.00 | |
| Engineer 8 | 6.00 | 179.00 | 1,074.00 | |
| **Total Labor** | | | | **2,987.00** |

**Total this Task** **$2,987.00**

Task 605 Record Drawings

**Total this Task** 0.00

Task 701 Allendar Butzke - Geotechnical Invest.

**Total this Task** 0.00

Task 998 Permits & Fees

**Reimbursable Expenses**

Misc Reimbursable Expense

| | | | | |
|---|---|---|---|---|
| 3/8/2024 | IDNR | NPDES permit | 180.91 | |
| | **Total Reimbursables** | | **180.91** | **180.91** |

**Total this Task** **$180.91**

Task 999 Reimbursable Expenses

**Unit Billing**

| | | | | |
|---|---|---|---|---|
| 4/9/2024 | Mileage | 105.0 miles @ 0.67 | 70.35 | |
| | **Total Units** | | **70.35** | **70.35** |

**Total this Task** **$70.35**

| **Billing Limits** | **Current** | **Prior** | **To-Date** |
|---|---|---|---|
| Total Billings | 12,904.26 | 193,959.13 | 206,863.39 |
| Limit | | | 234,754.00 |
| Remaining | | | 27,890.61 |

**Total this Invoice** **$12,904.26**

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.

CIVIL DESIGN ADVANTAGE

CIVIL ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

May 10, 2024

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

RE: Billing Information Report #13
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 #13 for the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

During this time, Civil Design Advantage provided construction staking and limited construction administration for the project as well as completed the plan revisions for exclusion of a portion of the pavement being completed by others.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Joshua A. Trygstad

Josh Trygstad, P.E.
Project Manager

Enclosures

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

---

ACTION REQUESTED:

Motion

---

LEGAL:

No Review Required

---

SUBJECT:

Consider motion to approve Payment #2 in the amount of $18,370.51 to Civil Design Advantage, LLC, for engineering services on the Westlawn Place Area Utility Improvements - Conceptual Design project.

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: **No**

---

CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

## ADDITIONAL INFORMATION:

---

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Payment #2 |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

**Project Title:** Westlawn Place Area Utility Improvements - Conceptual Design
**Contractor:** Civil Design Advantage, LLC
**Address:** 4121 NW Urbandale Drive Urbandale, Iowa 50322
**Finance Budget Code:** 33.33% to Each
610.3610.4210/650.3650.4210/963.3963.4210
**Finance Project #:** 33.33% to Each
610.4210/650.4210/963.4210
**Vendor Project #:**
**Purchase Order #:**
**Original Contract Date:** March 18, 2024
**Vendor Account #:** 2407

---

**Date of Council Meeting:** May 20, 2024
**Payment Application #:** 2

**Payment Period:** From: April 1, 2024 Through: April 28, 2024

**Contract Summary:**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 454,367.00 | | |
| Net Change by Change Orders: | $ - | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 454,367.00 | |
| Total Completed and Stored to Date: | $ 120,818.36 | | |
| Retainage: ______ % of Completed Work: | $ - | | |
| Total Earned Less Retainage: | | $ 120,818.36 | |
| Less Previous Applications for Payment: | | $ 102,447.85 | |
| SUBTOTAL: | | | $ 18,370.51 |
| OTHER CHARGES: | | | $ - |
| **CURRENT PAYMENT DUE:** | | | **$ 18,370.51** |
| Balance to Finish, Including Retainage: | | $ 333,548.64 | |
| Contract Time Remaining (Substantial): | - # | | |
| Contract Time Remaining (Full): | - # | | |

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 05/09/2024

City of Ankeny Staff Approval:

Signature Adam Lust Date 05/10/24

---

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

Date Printed: 5/9/2024

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

**Previous Applications for Payment:**

| No. | Date | Amount |
|---|---|---|
| 1 | April 15, 2024 | $ 102,447.85 |
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**Previous Applications for Payment:**

| No. | Date | Amount |
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**PREVIOUS PAY APPS TOTAL = $ 102,447.85**

**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:
Working Days Used to Date:
Working Days Remaining:

**Full Completion:**

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

CIVIL DESIGN ADVANTAGE

CIVIL ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

May 09, 2024

Attn: Adam Lust, P.E.
City of Ankeny, Public Works Engineering Manager
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: Billing Information Report #2
Westlawn Place Area Utility Improvements – Conceptual Design
Ankeny, Iowa
CDA 2312.796

Dear Adam:

Enclosed is a copy of Billing Information Report #2 for Westlawn Place Area Utility Improvements – Conceptual Design.

During this time, Civil Design Advantage has completed a large percentage of the total site boundary research/drafting, existing utility mapping, and traditional topographic survey on-site. CDA and the subconsultant have begun preliminary review and discussions concerning the existing drainage and watershed mapping. CDA has transmitted the final topo and boundary files to the team subconsultants for review and use for the Westlawn Place Area Utility Improvements—Conceptual Design project.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Eric Schulte

Eric Schulte, P.E.
Project Manager

Enclosures

**Invoice**

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

City of Ankeny
Adam Lust
220 W 1st St
Ankeny, IA 50023

May 6, 2024
Project No: 2312.796
Invoice No: 44514
Due Date: June 5, 2024

Project 2312.796 C. Ankeny - Westlawn Pl Area Utility Imp

**Professional Services from April 1, 2024 through April 28, 2024**

Task 103 Topographic Survey/Existing ROW Est.

**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Principal/Senior Engineer | 1.00 | 205.00 | 205.00 | |
| Engineer 2 | 8.00 | 106.00 | 848.00 | |
| Engineer 7 | 1.00 | 167.00 | 167.00 | |
| Technician 2 | 34.00 | 73.00 | 2,482.00 | |
| Technician 3 | 45.00 | 84.00 | 3,780.00 | |
| Technician 4 | 16.00 | 97.00 | 1,552.00 | |
| Technician 6 | 39.00 | 117.00 | 4,563.00 | |
| **Total Labor** | | | | **13,597.00** |
| | | | **Total this Task** | **$13,597.00** |

Task 105 Exisitng Utility Information

**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Principal/Senior Engineer | 3.00 | 205.00 | 615.00 | |
| Engineer 2 | 18.00 | 106.00 | 1,908.00 | |
| Engineer 7 | .50 | 167.00 | 83.50 | |
| Technician 7 | .50 | 129.00 | 64.50 | |
| **Total Labor** | | | | **2,671.00** |
| | | | **Total this Task** | **$2,671.00** |

Task 203 Stormwater Analysis

**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Principal/Senior Engineer | 1.00 | 205.00 | 205.00 | |
| Engineer 7 | 1.00 | 167.00 | 167.00 | |
| **Total Labor** | | | | **372.00** |
| | | | **Total this Task** | **$372.00** |

Task 206 Geotechnical Investigation

**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Principal/Senior Engineer | 1.00 | 205.00 | 205.00 | |
| Engineer 2 | 7.50 | 106.00 | 795.00 | |
| Engineer 7 | 3.50 | 167.00 | 584.50 | |
| **Total Labor** | | | | **1,584.50** |
| | | | **Total this Task** | **$1,584.50** |

| | | | |
|---|---|---|---|
| Task | 230 | Estimated Construction Costs | |
| | | **Total this Task** | **0.00** |
| Task | 302 | Conceptual CD Preperation (30% Complete) | |
| | | **Total this Task** | **0.00** |
| Task | 402 | Design Memo(s) | |
| | | **Total this Task** | **0.00** |
| Task | 404 | Private Utility Coordination | |
| | | **Total this Task** | **0.00** |
| Task | 405 | Right-of-Way (ROW) Needs Determination | |
| | | **Total this Task** | **0.00** |
| Task | 501 | Meetings | |
| | | **Total this Task** | **0.00** |
| Task | 998 | Permits & Fees | |
| | | **Total this Task** | **0.00** |
| Task | 999 | Reimbursable Expenses | |

**Reimbursable Expenses**

| | | | | |
|---|---|---|---|---|
| Misc Reimbursable Expense | | | | |
| 4/23/2024 | Polk County Recorder | Copies of records | 10.00 | |
| | **Total Reimbursables** | | **10.00** | **10.00** |

**Unit Billing**

| | | | | |
|---|---|---|---|---|
| 4/3/2024 | Mileage | 203.0 miles @ 0.67 | 136.01 | |
| | **Total Units** | | **136.01** | **136.01** |

**Total this Task** **$146.01**

| **Billing Limits** | **Current** | **Prior** | **To-Date** |
|---|---|---|---|
| Total Billings | 18,370.51 | 102,447.85 | 120,818.36 |
| Limit | | | 454,367.00 |
| Remaining | | | 333,548.64 |

**Total this Invoice** **$18,370.51**

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

Project Manager Eric Schulte

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of $529,142.89 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

# ACTION REQUESTED:

---

# ADDITIONAL INFORMATION:

---

# ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Payment #10 |

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

***Project Title:*** NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek
***Contractor:*** Elder Corporation
***Address:*** 5088 E University Ave, Pleasant Hill, IA

| | | | |
|---|---|---|---|
| ***Finance Budget Code:*** | 979.3979.4451 | ***Finance Project #*** | 979.4451 |
| ***Vendor Project or Invoice #:*** | 990 | ***PO #*** | |
| ***Original Contract Date:*** | January 3, 2023 | ***Vendor #*** | 5340 |

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**Date of Council Meeting:** May 20, 2024 **PAYMENT REQUEST #** 10
**PAYMENT PERIOD:** From: March 31, 2024 Through: May 4, 2024

**Contract Summary**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 9,993,000.00 | | |
| Net change by Change Orders: | $ 16,833.90 | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 10,009,833.90 | |
| Total completed and stored to date: | $ 5,615,477.22 | | |
| Retainage:______% of Completed Work: | $ 30,000.00 | (Per Iowa DOT Specifications) | |
| Total Earned less Retainage: | | $ 5,585,477.22 | |
| Less previous applications for payment: | | $ 5,056,334.33 | |
| SUBTOTAL | | | $ 529,142.89 |
| OTHER CHARGES (Attach an itemized list) | | | $ - |
| **CURRENT PAYMENT DUE** | | | $ 529,142.89 |
| Balance to finish, including retainage: | | $ 4,424,356.68 | |

| | | | |
|---|---|---|---|
| Contract Time Remaining (If applicable) | - | Working Days | (2023) |
| Contract Time Remaining (If applicable) | 97.00 | Working Days | (2024) |

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

*Construction Contractor Approval:* Elder Corporation
Firm Name

Wade Harris, P.E.
Digitally signed by Wade Harris, P.E.
DN: C=US, E=wade.harris@eldercorp.com, O=Elder Corporation, CN="Wade Harris, P.E."
Reason: I am approving this document
Date: 2024.05.13 09:00:25-05'00'

Signature 5/13/24
Date

*Engineer / Consultant Approval:* Snyder & Associates, Inc.
Firm Name

Jordan Stoermer
Digitally signed by Jordan Stoermer
DN: C=US, E=jstoermer@snyder-associates.com, O="Snyder & Associates, Inc.", OU=Project Engineer, CN=Jordan Stoermer
Date: 2024.05.13 09:27:23-05'00'

Signature 5/13/2024
Date

*City of Ankeny Staff Approval:*

Adam Lust

Signature 05/13/24
Date

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*Submit to:* *Adam Lust*
*E-mail:* ALust@AnkenyIowa.gov *Phone:* *(515) 963-3537* *Fax:* *(515) 963-3535*

Date Printed: 5/9/2024

*APPLICATION FOR PARTIAL PAYMENT OF CONTRACT*

**CONTRACT PRICE DETAIL**

| ITEM NO. | DESCRIPTION (Include Change Order # if Applicable) | UNITS | ORIGINAL PROPOSED QUANTITY DIVISION 1 | QUANTITY CHANGE DIVISION 1 (BY CHANGE ORDER) | ORIGINAL PROPOSED QUANTITY DIVISION 2 | QUANTITY CHANGE DIVISION 2 (BY CHANGE ORDER) | ORIGINAL PROPOSED QUANTITY DIVISION 3 | QUANTITY CHANGE DIVISION 3 (BY CHANGE ORDER) | TOTAL QUANTITY | UNIT PRICE | EXTENDED PRICE | TOTAL QUANTITY THIS PAY PERIOD DIVISION 1 | TOTAL QUANTITY THIS PAY PERIOD DIVISION 2 | TOTAL QUANTITY THIS PAY PERIOD DIVISION 3 | TOTAL VALUE THIS PAY PERIOD DIVISION 1 | TOTAL VALUE THIS PAY PERIOD DIVISION 2 | TOTAL VALUE THIS PAY PERIOD DIVISION 3 | TOTAL VALUE THIS PAY PERIOD | TOTAL QUANTITY DIVISION 1 PREVIOUS PAY PERIODS | TOTAL QUANTITY DIVISION 2 PREVIOUS PAY PERIODS | TOTAL QUANTITY DIVISION 3 PREVIOUS PAY PERIODS | TOTAL QUANTITY FROM PREVIOUS PAY PERIODS | TOTAL QUANTITY DIVISION 1 COMPLETE | TOTAL QUANTITY DIVISION 2 COMPLETE | TOTAL QUANTITY DIVISION 3 COMPLETE | TOTAL QUANTITY COMPLETE | TOTAL VALUE OF COMPLETED WORK DIVISION 1 | TOTAL VALUE OF COMPLETED WORK DIVISION 2 | TOTAL VALUE OF COMPLETED WORK DIVISION 3 | TOTAL VALUE OF COMPLETED WORK | REMAINING QUANTITY | PERCENT COMPLETE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | CLEARING AND GRUBBING | UNIT | 1335 | | | | | | 1,335.00 | $ 59.00 | $ 78,765.00 | | | | $ - | $ - | $ - | $ - | 1,290.20 | 0.00 | 0.00 | 1,290.20 | 1,290.20 | 0.00 | 0.00 | 1,290.20 | $ 76,121.80 | $ - | $ - | $ 76,121.80 | 44.80 | 96.64% |
| 2 | EMBANKMENT-IN-PLACE, STOCKPILE | CY | 6513 | | 1628 | | | | 8,141.00 | $ 6.75 | $ 54,951.75 | 184.00 | | | $ 1,242.00 | $ - | $ - | $ 1,242.00 | 0.00 | 0.00 | 0.00 | 0.00 | 184.00 | 0.00 | 0.00 | 184.00 | $ 1,242.00 | $ - | $ - | $ 1,242.00 | 7,957.00 | 2.26% |
| 3 | EXCAVATION, CLASS 10, ROADWAY AND BORROW | CY | 9047 | | 2262 | | | | 11,309.00 | $ 6.50 | $ 73,508.50 | | | | $ - | $ - | $ - | $ - | 4,302.00 | 1,100.00 | 0.00 | 5,402.00 | 4,302.00 | 1,100.00 | 0.00 | 5,402.00 | $ 27,963.00 | $ 7,150.00 | $ - | $ 35,113.00 | 5,907.00 | 47.77% |
| 4 | EXCAVATION, CLASS 10, WASTE | CY | 8381 | | 2095 | | | | 10,476.00 | $ 9.15 | $ 95,855.40 | | | | $ - | $ - | $ - | $ - | 8,381.00 | 2,095.00 | 0.00 | 10,476.00 | 8,381.00 | 2,095.00 | 0.00 | 10,476.00 | $ 76,686.15 | $19,169.25 | $ - | $ 95,855.40 | 0.00 | 100.00% |
| 5 | EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS | CY | 400 | | | | | | 400.00 | $ 50.00 | $ 20,000.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 400.00 | 0.00% |
| 6 | EXCAVATION, CLASS 10, CHANNEL | CY | 1262 | | | | | | 1,262.00 | $ 12.00 | $ 15,144.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 1,262.00 | 0.00% |
| 7 | TOPSOIL, STRIP, SALVAGE AND SPREAD | CY | 4646 | | | | | | 4,646.00 | $ 24.00 | $ 111,504.00 | | | | $ - | $ - | $ - | $ - | 3,273.00 | 0.00 | 0.00 | 3,273.00 | 3,273.00 | 0.00 | 0.00 | 3,273.00 | $ 78,552.00 | $ - | $ - | $ 78,552.00 | 1,373.00 | 70.45% |
| 8 | COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES | CY | 170 | | | | | | 170.00 | $ 28.50 | $ 4,845.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 170.00 | 0.00% |
| 9 | COMPACTION WITH MOISTURE AND DENSITY CONTROL | CY | 17516 | | 4380 | | | | 21,896.00 | $ 1.75 | $ 38,318.00 | | | | $ - | $ - | $ - | $ - | 3,309.00 | 0.00 | 0.00 | 3,309.00 | 3,309.00 | 0.00 | 0.00 | 3,309.00 | $ 5,790.75 | $ - | $ - | $ 5,790.75 | 18,587.00 | 15.11% |
| 10 | SPECIAL COMPACTION OF SUBGRADE | STA | 43 | | 10.7 | | | | 53.70 | $ 1,900.00 | $ 102,030.00 | | | | $ - | $ - | $ - | $ - | 29.60 | 0.00 | 0.00 | 29.60 | 29.60 | 0.00 | 0.00 | 29.60 | $ 56,240.00 | $ - | $ - | $ 56,240.00 | 24.10 | 55.12% |
| 11 | SUBGRADE STABILIZATION MATERIAL, POLYMER GRID | SY | 4000 | (2,000.00) | | | | | 2,000.00 | $ 4.50 | $ 9,000.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 2,000.00 | 0.00% |
| 12 | MODIFIED SUBBASE, 6 INCH DEPTH (VIRGIN AGGREGATE) | CY | 685 | | | | | | 685.00 | $ 61.00 | $ 41,785.00 | | | | $ - | $ - | $ - | $ - | 258.80 | 0.00 | 0.00 | 258.80 | 258.80 | 0.00 | 0.00 | 258.80 | $ 15,786.80 | $ - | $ - | $ 15,786.80 | 426.20 | 37.78% |
| 13 | MODIFIED SUBBASE , 8 INCH DEPTH (VIRGIN AGGREGATE) | CY | 7629 | | 975 | | | | 8,604.00 | $ 61.50 | $ 529,146.00 | | | | $ - | $ - | $ - | $ - | 4,558.00 | 0.00 | 0.00 | 4,558.00 | 4,558.00 | 0.00 | 0.00 | 4,558.00 | $280,316.69 | $ - | $ - | $280,316.69 | 4,046.01 | 52.98% |
| 14 | GRANULAR SHOULDERS, TYPE A | TON | 80 | | | | | | 80.00 | $ 64.50 | $ 5,160.00 | | | | $ - | $ - | $ - | $ - | 9.60 | 0.00 | 0.00 | 9.60 | 9.60 | 0.00 | 0.00 | 9.60 | $ 619.20 | $ - | $ - | $ 619.20 | 70.40 | 12.00% |
| 15 | SHOULDER FINISHING, EARTH | STA | 164.75 | | | | | | 164.75 | $ 500.00 | $ 82,375.00 | | | | $ - | $ - | $ - | $ - | 80.50 | 0.00 | 0.00 | 80.50 | 80.50 | 0.00 | 0.00 | 80.50 | $ 40,250.00 | $ - | $ - | $ 40,250.00 | 84.25 | 48.86% |
| 16 | REMOVAL OF CURB | STA | 0.5 | | | | | | 0.50 | $ 2,200.00 | $ 1,100.00 | | | | $ - | $ - | $ - | $ - | 0.50 | 0.00 | 0.00 | 0.50 | 0.50 | 0.00 | 0.00 | 0.50 | $ 1,100.00 | $ - | $ - | $ 1,100.00 | 0.00 | 100.00% |
| 17 | RELOCATION OF MAIL BOXES | EACH | 9 | 1.00 | | | | | 10.00 | $ 590.00 | $ 5,900.00 | | | | $ - | $ - | $ - | $ - | 4.00 | 0.00 | 0.00 | 4.00 | 4.00 | 0.00 | 0.00 | 4.00 | $ 2,360.00 | $ - | $ - | $ 2,360.00 | 6.00 | 40.00% |
| 18 | BRIDGE APPROACH, BR-201 | SY | 248 | | | | | | 248.00 | $ 237.00 | $ 58,776.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 248.00 | 0.00% |
| 19 | STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3, 8 IN. | SY | 3493 | | | | | | 3,493.00 | $ 96.00 | $ 335,328.00 | | | | $ - | $ - | $ - | $ - | 1,361.60 | 0.00 | 0.00 | 1,361.60 | 1,361.60 | 0.00 | 0.00 | 1,361.60 | $130,713.60 | $ - | $ - | $130,713.60 | 2,131.40 | 38.98% |
| 20 | STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3, 9 IN. | SY | 29307 | | 4390 | | | | 33,697.00 | $ 84.00 | $2,830,548.00 | | | | $ - | $ - | $ - | $ - | 17,495.60 | 0.00 | 0.00 | 17,495.60 | 17,495.60 | 0.00 | 0.00 | 17,495.60 | $1,469,630.40 | $ - | $ - | $1,469,630.40 | 16,201.40 | 51.92% |
| 21 | MEDIAN, DOWELLED P.C. CONCRETE, 6 INCH | SY | | | 27 | | | | 27.00 | $ 141.00 | $ 3,807.00 | | | | $ - | $ - | $ - | $ - | 27.00 | 0.00 | 0.00 | 27.00 | 27.00 | 0.00 | 0.00 | 27.00 | $ 3,807.00 | $ - | $ - | $ 3,807.00 | 0.00 | 100.00% |
| 22 | MEDIAN, P.C. CONCRETE, 6 IN. | SY | | | 596 | | | | 596.00 | $ 136.00 | $ 81,056.00 | | | | $ - | $ - | $ - | $ - | 62.40 | 246.70 | 0.00 | 309.10 | 62.40 | 246.70 | 0.00 | 309.10 | $ 8,486.40 | $33,551.20 | $ - | $ 42,037.60 | 286.90 | 51.86% |
| 23 | PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES | LS | 1 | | | | | | 1.00 | $ 39,000.00 | $ 39,000.00 | | | | $ - | $ - | $ - | $ - | 0.50 | 0.00 | 0.00 | 0.50 | 0.50 | 0.00 | 0.00 | 0.50 | $ 19,500.00 | $ - | $ - | $ 19,500.00 | 0.50 | 50.00% |
| 24 | PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS | EACH | 29307 | | 4390 | | | | 33,697.00 | $ 1.00 | $ 33,697.00 | | | | $ - | $ - | $ - | $ - | 39,005.98 | 0.00 | 0.00 | 39,005.98 | 39,005.98 | 0.00 | 0.00 | 39,005.98 | $ 39,005.98 | $ - | $ - | $ 39,005.98 | (5,308.98) | 115.76% |
| 25 | TEMPORARY PAVEMENT, 6 INCH | SY | 925 | | | | | | 925.00 | $ 56.00 | $ 51,800.00 | | | | $ - | $ - | $ - | $ - | 868.60 | 0.00 | 0.00 | 868.60 | 868.60 | 0.00 | 0.00 | 868.60 | $ 48,641.60 | $ - | $ - | $ 48,641.60 | 56.40 | 93.90% |
| 26 | SURFACING, DRIVEWAY, CLASS A CRUSHED STONE | TON | 7 | | | | | | 7.00 | $ 49.00 | $ 343.00 | | | | $ - | $ - | $ - | $ - | 7.00 | 0.00 | 0.00 | 7.00 | 7.00 | 0.00 | 0.00 | 7.00 | $ 343.00 | $ - | $ - | $ 343.00 | 0.00 | 100.00% |
| 27 | PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS | EACH | 29307 | | 4390 | | | | 33,697.00 | $ 1.00 | $ 33,697.00 | | | | $ - | $ - | $ - | $ - | 600.00 | 0.00 | 0.00 | 600.00 | 600.00 | 0.00 | 0.00 | 600.00 | $ 600.00 | $ - | $ - | $ 600.00 | 33,097.00 | 1.78% |
| 28 | REMOVAL OF EXISTING STRUCTURES | LS | 1 | | | | | | 1.00 | $ 50,000.00 | $ 50,000.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 1.00 | 0.00% |
| 29 | REMOVAL OF LIGHT POLES | EACH | 2 | | | | | | 2.00 | $ 1,500.00 | $ 3,000.00 | | | | $ - | $ - | $ - | $ - | 2.00 | 0.00 | 0.00 | 2.00 | 2.00 | 0.00 | 0.00 | 2.00 | $ 3,000.00 | $ - | $ - | $ 3,000.00 | 0.00 | 100.00% |
| 30 | FLOODED BACKFILL | CY | 145 | | | | | | 145.00 | $ 133.00 | $ 19,285.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 145.00 | 0.00% |
| 31 | COMPACTION WITH MOISTURE CONTROL (STRUCTURES) | CY | 850 | | | | | | 850.00 | $ 8.75 | $ 7,437.50 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 850.00 | 0.00% |
| 32 | EXCAVATION, CLASS 20, (RCB CULVERT) | CY | 4535 | | | | | | 4,535.00 | $ 10.25 | $ 46,483.75 | 3,201.00 | | | $ 32,810.25 | $ - | $ - | $32,810.25 | 0.00 | 0.00 | 0.00 | 0.00 | 3,201.00 | 0.00 | 0.00 | 3,201.00 | $ 32,810.25 | $ - | $ - | $ 32,810.25 | 1,334.00 | 70.58% |
| 33 | GRANULAR MATERIAL FOR BLANKET | CY | 387 | | | | | | 387.00 | $ 86.00 | $ 33,282.00 | 317.00 | | | $ 27,262.00 | $ - | $ - | $27,262.00 | 0.00 | 0.00 | 0.00 | 0.00 | 317.00 | 0.00 | 0.00 | 317.00 | $ 27,262.00 | $ - | $ - | $ 27,262.00 | 70.00 | 81.91% |
| 34 | STRUCTURAL CONCRETE (RCB CULVERT) | CY | 749 | | | | | | 749.00 | $ 590.00 | $ 441,910.00 | 296.50 | | | $174,935.00 | $ - | $ - | $174,935.00 | 0.00 | 0.00 | 0.00 | 0.00 | 296.50 | 0.00 | 0.00 | 296.50 | $174,935.00 | $ - | $ - | $174,935.00 | 452.50 | 39.59% |
| 35 | REINFORCING STEEL | LB | 129296 | | | | | | 129,296.00 | $ 1.75 | $ 226,268.00 | 51,196.65 | | | $ 89,594.14 | $ - | $ - | $89,594.14 | 0.00 | 0.00 | 0.00 | 0.00 | 51,196.65 | 0.00 | 0.00 | 51,196.65 | $ 89,594.14 | $ - | $ - | $ 89,594.14 | 78,099.35 | 39.60% |
| 36 | ORNAMENTAL METAL RAILING | LF | 300 | | | | | | 300.00 | $ 212.00 | $ 63,600.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 300.00 | 0.00% |
| 37 | APRONS, CONCRETE, 15 IN. DIA., APRON GUARD, AND FOOTING | EACH | 2 | | | | | | 2.00 | $ 2,300.00 | $ 4,600.00 | | | | $ - | $ - | $ - | $ - | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | $ 2,300.00 | $ - | $ - | $ 2,300.00 | 1.00 | 50.00% |
| 38 | APRONS, CONCRETE, 24 IN. DIA., APRON GUARD, AND FOOTING | EACH | 1 | | | | | | 1.00 | $ 2,800.00 | $ 2,800.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 1.00 | 0.00% |
| 39 | TEMPORARY STREAM DIVERSION | EACH | 1 | | | | | | 1.00 | $ 9,200.00 | $ 9,200.00 | 1.00 | | | $ 9,200.00 | $ - | $ - | $ 9,200.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.00 | 0.00 | 0.00 | 1.00 | $ 9,200.00 | $ - | $ - | $ 9,200.00 | 0.00 | 100.00% |
| 40 | MODULAR BLOCK RETAINING WALL | SF | 304 | 50.00 | | | | | 354.00 | $ 35.00 | $ 12,390.00 | | | | $ - | $ - | $ - | $ - | 354.00 | 0.00 | 0.00 | 354.00 | 354.00 | 0.00 | 0.00 | 354.00 | $ 12,390.00 | $ - | $ - | $ 12,390.00 | 0.00 | 100.00% |
| 41 | MANHOLE, STORM SEWER, SW-401, 48 IN. | EACH | 10 | | | | | | 10.00 | $ 3,900.00 | $ 39,000.00 | 2.00 | | | $ 7,800.00 | $ - | $ - | $ 7,800.00 | 2.00 | 0.00 | 0.00 | 2.00 | 4.00 | 0.00 | 0.00 | 4.00 | $ 15,600.00 | $ - | $ - | $ 15,600.00 | 6.00 | 40.00% |
| 42 | MANHOLE, STORM SEWER, SW-401, 72 IN. | EACH | 1 | | | | | | 1.00 | $ 9,400.00 | $ 9,400.00 | | | | $ - | $ - | $ - | $ - | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | $ 9,400.00 | $ - | $ - | $ 9,400.00 | 0.00 | 100.00% |
| 43 | INTAKE, SW-501 | EACH | 7 | | | | | | 7.00 | $ 3,300.00 | $ 23,100.00 | 6.00 | | | $ 19,800.00 | $ - | $ - | $19,800.00 | 1.00 | 0.00 | 0.00 | 1.00 | 7.00 | 0.00 | 0.00 | 7.00 | $ 23,100.00 | $ - | $ - | $ 23,100.00 | 0.00 | 100.00% |
| 44 | INTAKE, SW-502, 60 IN. | EACH | 1 | | | | | | 1.00 | $ 7,700.00 | $ 7,700.00 | | | | $ - | $ - | $ - | $ - | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | $ 7,700.00 | $ - | $ - | $ 7,700.00 | 0.00 | 100.00% |
| 45 | INTAKE, SW-505 | EACH | 27 | | | | | | 27.00 | $ 5,200.00 | $ 140,400.00 | 3.00 | | | $ 15,600.00 | $ - | $ - | $15,600.00 | 12.00 | 0.00 | 0.00 | 12.00 | 15.00 | 0.00 | 0.00 | 15.00 | $ 78,000.00 | $ - | $ - | $ 78,000.00 | 12.00 | 55.56% |
| 46 | INTAKE, SW-506 | EACH | 8 | | | | | | 8.00 | $ 9,100.00 | $ 72,800.00 | 3.00 | | | $ 27,300.00 | $ - | $ - | $27,300.00 | 3.00 | 0.00 | 0.00 | 3.00 | 6.00 | 0.00 | 0.00 | 6.00 | $ 54,600.00 | $ - | $ - | $ 54,600.00 | 2.00 | 75.00% |
| 47 | INTAKE, SW-506 MODIFIED 1 | EACH | 7 | | | | | | 7.00 | $ 18,000.00 | $ 126,000.00 | | | | $ - | $ - | $ - | $ - | 7.00 | 0.00 | 0.00 | 7.00 | 7.00 | 0.00 | 0.00 | 7.00 | $126,000.00 | $ - | $ - | $126,000.00 | 0.00 | 100.00% |
| 48 | INTAKE, SW-512, 24 IN. | EACH | 2 | 1 | | | | | 3.00 | $ 1,900.00 | $ 5,700.00 | | | | $ - | $ - | $ - | $ - | 2.00 | 0.00 | 0.00 | 2.00 | 2.00 | 0.00 | 0.00 | 2.00 | $ 3,800.00 | $ - | $ - | $ 3,800.00 | 1.00 | 66.67% |
| 49 | INTAKE, SW-513, 4'X4' | EACH | 1 | | | | | | 1.00 | $ 5,500.00 | $ 5,500.00 | | | | $ - | $ - | $ - | $ - | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | $ 5,500.00 | $ - | $ - | $ 5,500.00 | 0.00 | 100.00% |
| 50 | MANHOLE ADJUSTMENT, MINOR | EACH | 3 | | | | | | 3.00 | $ 2,100.00 | $ 6,300.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 3.00 | 0.00% |
| 51 | MANHOLE ADJUSTMENT, MAJOR | EACH | 9 | | | | | | 9.00 | $ 2,200.00 | $ 19,800.00 | 2.00 | | | $ 4,400.00 | $ - | $ - | $ 4,400.00 | 6.00 | 0.00 | 0.00 | 6.00 | 8.00 | 0.00 | 0.00 | 8.00 | $ 17,600.00 | $ - | $ - | $ 17,600.00 | 1.00 | 88.89% |
| 52 | SUBDRAIN, PVC, STANDARD, PERFORATED, 6 IN. | LF | 10272 | | | | | | 10,272.00 | $ 12.50 | $ 128,400.00 | | | | $ - | $ - | $ - | $ - | 5,274.00 | 0.00 | 0.00 | 5,274.00 | 5,274.00 | 0.00 | 0.00 | 5,274.00 | $ 65,925.00 | $ - | $ - | $ 65,925.00 | 4,998.00 | 51.34% |
| 53 | SUBDRAIN OUTLET, DR-303, OUTLET TO STRUCTURE | EACH | 91 | (2) | | | | | 89.00 | $ 280.00 | $ 24,920.00 | | | | $ - | $ - | $ - | $ - | 47.00 | 0.00 | 0.00 | 47.00 | 47.00 | 0.00 | 0.00 | 47.00 | $ 13,160.00 | $ - | $ - | $ 13,160.00 | 42.00 | 52.81% |
| 54 | STORM SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN. | LF | 20 | | | | | | 20.00 | $ 107.00 | $ 2,140.00 | 20.00 | | | $ 2,140.00 | $ - | $ - | $ 2,140.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20.00 | 0.00 | 0.00 | 20.00 | $ 2,140.00 | $ - | $ - | $ 2,140.00 | 0.00 | 100.00% |
| 55 | STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 15 IN. | LF | 2211 | 8.00 | | | | | 2,219.00 | $ 72.00 | $ 159,768.00 | 373.00 | | | $ 26,856.00 | $ - | $ - | $26,856.00 | 1,125.00 | 0.00 | 0.00 | 1,125.00 | 1,498.00 | 0.00 | 0.00 | 1,498.00 | $107,856.00 | $ - | $ - | $107,856.00 | 721.00 | 67.51% |
| 56 | STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 18 IN. | LF | 892 | | | | | | 892.00 | $ 80.00 | $ 71,360.00 | 526.00 | | | $ 42,080.00 | $ - | $ - | $42,080.00 | 0.00 | 0.00 | 0.00 | 0.00 | 526.00 | 0.00 | 0.00 | 526.00 | $ 42,080.00 | $ - | $ - | $ 42,080.00 | 366.00 | 58.97% |
| 57 | STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 24 IN. | LF | 737 | | | | | | 737.00 | $ 90.00 | $ 66,330.00 | 296.00 | | | $ 26,640.00 | $ - | $ - | $26,640.00 | 17.00 | 0.00 | 0.00 | 17.00 | 313.00 | 0.00 | 0.00 | 313.00 | $ 28,170.00 | $ - | $ - | $ 28,170.00 | 424.00 | 42.47% |
| 58 | STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 30 IN. | LF | 352 | | | | | | 352.00 | $ 120.00 | $ 42,240.00 | | | | $ - | $ - | $ - | $ - | 352.00 | 0.00 | 0.00 | 352.00 | 352.00 | 0.00 | 0.00 | 352.00 | $ 42,240.00 | $ - | $ - | $ 42,240.00 | 0.00 | 100.00% |
| 59 | STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 36 IN. | LF | 1015 | | | | | | 1,015.00 | $ 147.00 | $ 149,205.00 | | | | $ - | $ - | $ - | $ - | 1,015.00 | 0.00 | 0.00 | 1,015.00 | 1,015.00 | 0.00 | 0.00 | 1,015.00 | $149,205.00 | $ - | $ - | $149,205.00 | 0.00 | 100.00% |
| 60 | STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 42 IN. | LF | 1001 | | | | | | 1,001.00 | $ 189.00 | $ 189,189.00 | | | | $ - | $ - | $ - | $ - | 981.00 | 0.00 | 0.00 | 981.00 | 981.00 | 0.00 | 0.00 | 981.00 | $185,409.00 | $ - | $ - | $185,409.00 | 20.00 | 98.00% |
| 61 | REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN. | LF | 1665 | | | | | | 1,665.00 | $ 29.50 | $ 49,117.50 | 389.00 | | | $ 11,475.50 | $ - | $ - | $11,475.50 | 764.00 | 0.00 | 0.00 | 764.00 | 1,153.00 | 0.00 | 0.00 | 1,153.00 | $ 34,013.50 | $ - | $ - | $ 34,013.50 | 512.00 | 69.25% |
| 62 | REMOVE STORM SEWER PIPE GREATER THAN 36 IN. | LF | 56 | | | | | | 56.00 | $ 69.00 | $ 3,864.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 56.00 | 0.00% |
| 63 | STORM SEWER ABANDONMENT, FILL AND PLUG, LESS THAN OR EQUAL TO 36 IN. DIA. | LF | 161 | | | | | | 161.00 | $ 42.00 | $ 6,762.00 | | | | $ - | $ - | $ - | $ - | 161.00 | 0.00 | 0.00 | 161.00 | 161.00 | 0.00 | 0.00 | 161.00 | $ 6,762.00 | $ - | $ - | $ 6,762.00 | 0.00 | 100.00% |
| 64 | REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN. | LF | 430 | (215.00) | | | | | 215.00 | $ 28.00 | $ 6,020.00 | | | | $ - | $ - | $ - | $ - | 39.40 | 0.00 | 0.00 | 39.40 | 39.40 | 0.00 | 0.00 | 39.40 | $ 1,103.20 | $ - | $ - | $ 1,103.20 | 175.60 | 18.33% |
| 65 | ENGINEERING FABRIC | SY | 1979 | | | | | | 1,979.00 | $ 4.25 | $ 8,410.75 | | | | $ - | $ - | $ - | $ - | 80.00 | 0.00 | 0.00 | 80.00 | 80.00 | 0.00 | 0.00 | 80.00 | $ 340.00 | $ - | $ - | $ 340.00 | 1,899.00 | 4.04% |
| 66 | CONCRETE GROUT FOR REVETMENT OR GABION | CY | 8 | | | | | | 8.00 | $ 870.00 | $ 6,960.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 8.00 | 0.00% |
| 67 | REVETMENT, CLASS B | TON | 990 | | | | | | 990.00 | $ 68.00 | $ 67,320.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 990.00 | 0.00% |
| 68 | REVETMENT, CLASS E | TON | 925 | | | | | | 925.00 | $ 63.00 | $ 58,275.00 | | | | $ - | $ - | $ - | $ - | 132.08 | 0.00 | 0.00 | 132.08 | 132.08 | 0.00 | 0.00 | 132.08 | $ 8,321.04 | $ - | $ - | $ 8,321.04 | 792.92 | 14.28% |
| 69 | REMOVAL OF PAVEMENT | SY | 21325 | | | | | | 21,325.00 | $ 7.00 | $ 149,275.00 | | | | $ - | $ - | $ - | $ - | 18,467.54 | 0.00 | 0.00 | 18,467.54 | 18,467.54 | 0.00 | 0.00 | 18,467.54 | $129,272.78 | $ - | $ - | $129,272.78 | 2,857.46 | 86.60% |
| 70 | REMOVAL OF INTAKES AND UTILITY ACCESSES | EACH | 9 | | | | | | 9.00 | $ 1,400.00 | $ 12,600.00 | 4.00 | | | $ 5,600.00 | $ - | $ - | $ 5,600.00 | 3.00 | 0.00 | 0.00 | 3.00 | 7.00 | 0.00 | 0.00 | 7.00 | $ 9,800.00 | $ - | $ - | $ 9,800.00 | 2.00 | 77.78% |
| 71 | REMOVAL OF SIDEWALK | SY | 2730 | | | | | | 2,730.00 | $ 8.25 | $ 22,522.50 | | | | $ - | $ - | $ - | $ - | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 2,000.00 | $ 16,500.00 | $ - | $ - | $ 16,500.00 | 730.00 | 73.26% |
| 72 | SIDEWALK, P.C. CONCRETE, 4 IN. | SY | 1504 | 18.10 | | | | | 1,522.10 | $ 51.00 | $ 77,627.10 | | | | $ - | $ - | $ - | $ - | 777.60 | 0.00 | 0.00 | 777.60 | 777.60 | 0.00 | 0.00 | 777.60 | $ 39,657.60 | $ - | $ - | $ 39,657.60 | 744.50 | 51.09% |
| 73 | SIDEWALK, P.C. CONCRETE, 5 IN. | SY | 2983 | 27.10 | | | | | 3,010.10 | $ 48.00 | $ 144,484.80 | | | | $ - | $ - | $ - | $ - | 1,740.60 | 0.00 | 0.00 | 1,740.60 | 1,740.60 | 0.00 | 0.00 | 1,740.60 | $ 83,548.80 | $ - | $ - | $ 83,548.80 | 1,269.50 | 57.83% |
| 74 | SIDEWALK, P.C. CONCRETE, 6 IN. | SY | 628 | | | | | | 628.00 | $ 106.00 | $ 66,568.00 | | | | $ - | $ - | $ - | $ - | 303.50 | 0.00 | 0.00 | 303.50 | 303.50 | 0.00 | 0.00 | 303.50 | $ 32,171.00 | $ - | $ - | $ 32,171.00 | 324.50 | 48.33% |
| 75 | DETECTABLE WARNINGS | SF | 558 | | | | | | 558.00 | $ 51.00 | $ 28,458.00 | | | | $ - | $ - | $ - | $ - | 207.80 | 0.00 | 0.00 | 207.80 | 207.80 | 0.00 | 0.00 | 207.80 | $ 10,597.80 | $ - | $ - | $ 10,597.80 | 350.20 | 37.24% |
| 76 | CURB AND GUTTER, P.C. CONCRETE, 2.5 FT. | LF | 42 | | | | | | 42.00 | $ 51.00 | $ 2,142.00 | | | | $ - | $ - | $ - | $ - | 42.00 | 0.00 | 0.00 | 42.00 | 42.00 | 0.00 | 0.00 | 42.00 | $ 2,142.00 | $ - | $ - | $ 2,142.00 | 0.00 | 100.00% |
| 77 | DRIVEWAY, P.C. CONCRETE, 6 IN. | SY | 625 | | | | | | 625.00 | $ 76.00 | $ 47,500.00 | | | | $ - | $ - | $ - | $ - | 341.70 | 0.00 | 0.00 | 341.70 | 341.70 | 0.00 | 0.00 | 341.70 | $ 25,969.20 | $ - | $ - | $ 25,969.20 | 283.30 | 54.67% |

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 78 | DRIVEWAY, P.C. CONCRETE, 6 IN., STAMPED AND COLORED | SY | 40 | | | | | | 40.00 | $ 270.00 | $ 10,800.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 40.00 | 0.00% |
| 79 | DRIVEWAY, P.C. CONCRETE, 7 IN. | SY | 560 | | | | | | 560.00 | $ 61.00 | $ 34,160.00 | | | | $ - | $ - | $ - | $ - | 560.00 | 0.00 | 0.00 | 560.00 | 560.00 | 0.00 | 0.00 | 560.00 | $ 34,160.00 | $ - | $ - | $ 34,160.00 | 0.00 | 100.00% |
| 80 | REMOVAL OF PAVED DRIVEWAY | SY | 1446 | | | | | | 1,446.00 | $ 8.50 | $ 12,291.00 | | | | $ - | $ - | $ - | $ - | 1,023.00 | 0.00 | 0.00 | 1,023.00 | 1,023.00 | 0.00 | 0.00 | 1,023.00 | $ 8,695.50 | $ - | $ - | $ 8,695.50 | 423.00 | 70.75% |
| 81 | COMBINED CONCRETE SIDEWALK AND RETAINING WALL | CY | 110 | (3.20) | | | | | 106.80 | $ 810.00 | $ 86,508.00 | | | | $ - | $ - | $ - | $ - | 106.80 | 0.00 | 0.00 | 106.80 | 106.80 | 0.00 | 0.00 | 106.80 | $ 86,508.00 | $ - | $ - | $ 86,508.00 | 0.00 | 100.00% |
| 82 | FENCE, TEMPORARY, ORANGE SAFETY FENCE | LF | 5556 | | | | | | 5,556.00 | $ 5.25 | $ 29,169.00 | | | | $ - | $ - | $ - | $ - | 4,083.00 | 0.00 | 0.00 | 4,083.00 | 4,083.00 | 0.00 | 0.00 | 4,083.00 | $ 21,435.75 | $ - | $ - | $ 21,435.75 | 1,473.00 | 73.49% |
| 83 | REMOVAL AND REINSTALLATION OF FENCE, 6 FT. HEIGHT WOOD PRIVACY FENCE | LF | 370 | (130.00) | | | | | 240.00 | $ 49.00 | $ 11,760.00 | | | | $ - | $ - | $ - | $ - | 240.00 | 0.00 | 0.00 | 240.00 | 240.00 | 0.00 | 0.00 | 240.00 | $ 11,760.00 | $ - | $ - | $ 11,760.00 | 0.00 | 100.00% |
| 84 | HANDHOLES AND JUNCTION BOXES, TYPE III, 36 IN X 24 IN. X 30 IN. | EACH | 6 | | | | | | 6.00 | $ 1,900.00 | $ 11,400.00 | | | | $ - | $ - | $ - | $ - | 3.00 | 0.00 | 0.00 | 3.00 | 3.00 | 0.00 | 0.00 | 3.00 | $ 5,700.00 | $ - | $ - | $ 5,700.00 | 3.00 | 50.00% |
| 85 | HANDHOLES AND JUNCTION BOXES, TYPE IV, 48 IN. X 30 IN. X 36 IN. | EACH | 4 | | | | | | 4.00 | $ 2,000.00 | $ 8,000.00 | | | | $ - | $ - | $ - | $ - | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | $ 2,000.00 | $ - | $ - | $ 2,000.00 | 3.00 | 25.00% |
| 86 | REMOVAL OF TYPE A SIGN | EACH | 38 | | | | | | 38.00 | $ 152.00 | $ 5,776.00 | | | | $ - | $ - | $ - | $ - | 13.00 | 0.00 | 0.00 | 13.00 | 13.00 | 0.00 | 0.00 | 13.00 | $ 1,976.00 | $ - | $ - | $ 1,976.00 | 25.00 | 34.21% |
| 87 | POSTS, STEEL, AS PER PLAN | EACH | 18 | | | | | | 18.00 | $ 152.00 | $ 2,736.00 | | | | $ - | $ - | $ - | $ - | 10.00 | 0.00 | 0.00 | 10.00 | 10.00 | 0.00 | 0.00 | 10.00 | $ 1,520.00 | $ - | $ - | $ 1,520.00 | 8.00 | 55.56% |
| 88 | WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN. | LF | 906 | | | | | | 906.00 | $ 25.50 | $ 23,103.00 | | | | $ - | $ - | $ - | $ - | 352.00 | 0.00 | 0.00 | 352.00 | 352.00 | 0.00 | 0.00 | 352.00 | $ 8,976.00 | $ - | $ - | $ 8,976.00 | 554.00 | 38.85% |
| 89 | TYPE A SIGNS, SHEET ALUMINUM | SF | 336.8 | | | | | | 336.80 | $ 51.00 | $ 17,176.80 | | | | $ - | $ - | $ - | $ - | 183.90 | 0.00 | 0.00 | 183.90 | 183.90 | 0.00 | 0.00 | 183.90 | $ 9,378.90 | $ - | $ - | $ 9,378.90 | 152.90 | 54.60% |
| 90 | INSTALL TYPE A SIGN | EACH | 74 | | | | | | 74.00 | $ 202.00 | $ 14,948.00 | | | | $ - | $ - | $ - | $ - | 40.00 | 0.00 | 0.00 | 40.00 | 40.00 | 0.00 | 0.00 | 40.00 | $ 8,080.00 | $ - | $ - | $ 8,080.00 | 34.00 | 54.05% |
| 91 | TRAFFIC SIGNALIZATION, NE 18TH STREET INTERSECTION | LS | | | 1 | | | | 1.00 | $ 229,000.00 | $ 229,000.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 1.00 | 0.00% |
| 92 | TRAFFIC SIGNALIZATION, NE 5TH STREET INTERSECTION | LS | | | 1 | | | | 1.00 | $ 229,000.00 | $ 229,000.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | $ - | $229,000.00 | $ - | $229,000.00 | 0.00 | 100.00% |
| 93 | REMOVAL OF TRAFFIC SIGNALIZATION | LS | 1 | | | | | | 1.00 | $ 7,600.00 | $ 7,600.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 1.00 | 0.00% |
| 94 | RAISED PAVEMENT MARKERS | EACH | 336 | | | | | | 336.00 | $ 25.50 | $ 8,568.00 | | | | $ - | $ - | $ - | $ - | 167.00 | 0.00 | 0.00 | 167.00 | 167.00 | 0.00 | 0.00 | 167.00 | $ 4,258.50 | $ - | $ - | $ 4,258.50 | 169.00 | 49.70% |
| 95 | PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED | STA | 34.5 | | | | | | 34.50 | $ 35.00 | $ 1,207.50 | | | | $ - | $ - | $ - | $ - | 17.50 | 0.00 | 0.00 | 17.50 | 17.50 | 0.00 | 0.00 | 17.50 | $ 612.50 | $ - | $ - | $ 612.50 | 17.00 | 50.72% |
| 96 | PAINTED PAVEMENT MARKINGS, DURABLE | STA | 206.79 | | 51.7 | | | | 258.49 | $ 71.00 | $ 18,352.79 | | | | $ - | $ - | $ - | $ - | 123.90 | 0.00 | 0.00 | 123.90 | 123.90 | 0.00 | 0.00 | 123.90 | $ 8,796.90 | $ - | $ - | $ 8,796.90 | 134.59 | 47.93% |
| 97 | PAINTED SYMBOLS AND LEGENDS, DURABLE | EACH | 19 | | 17 | | | | 36.00 | $ 131.00 | $ 4,716.00 | | | | $ - | $ - | $ - | $ - | 16.00 | 0.00 | 0.00 | 16.00 | 16.00 | 0.00 | 0.00 | 16.00 | $ 2,096.00 | $ - | $ - | $ 2,096.00 | 20.00 | 44.44% |
| 98 | PAVEMENT MARKINGS REMOVED | STA | 29.6 | | | | | | 29.60 | $ 56.00 | $ 1,657.60 | | | | $ - | $ - | $ - | $ - | 16.09 | 0.00 | 0.00 | 16.09 | 16.09 | 0.00 | 0.00 | 16.09 | $ 901.04 | $ - | $ - | $ 901.04 | 13.51 | 54.36% |
| 99 | SYMBOLS AND LEGENDS REMOVED | EACH | 5 | | | | | | 5.00 | $ 101.00 | $ 505.00 | | | | $ - | $ - | $ - | $ - | 3.00 | 0.00 | 0.00 | 3.00 | 3.00 | 0.00 | 0.00 | 3.00 | $ 303.00 | $ - | $ - | $ 303.00 | 2.00 | 60.00% |
| 100 | GROOVES CUT FOR PAVEMENT MARKINGS | STA | 167.91 | | 42 | | | | 209.91 | $ 35.00 | $ 7,346.85 | | | | $ - | $ - | $ - | $ - | 121.29 | 0.00 | 0.00 | 121.29 | 121.29 | 0.00 | 0.00 | 121.29 | $ 4,245.15 | $ - | $ - | $ 4,245.15 | 88.62 | 57.78% |
| 101 | GROOVES CUT FOR SYMBOLS AND LEGENDS | EACH | 17 | | 17 | | | | 34.00 | $ 111.00 | $ 3,774.00 | | | | $ - | $ - | $ - | $ - | 14.00 | 0.00 | 0.00 | 14.00 | 14.00 | 0.00 | 0.00 | 14.00 | $ 1,554.00 | $ - | $ - | $ 1,554.00 | 20.00 | 41.18% |
| 102 | SAFETY CLOSURE | EACH | 27 | | | | | | 27.00 | $ 202.00 | $ 5,454.00 | | | | $ - | $ - | $ - | $ - | 17.00 | 0.00 | 0.00 | 17.00 | 17.00 | 0.00 | 0.00 | 17.00 | $ 3,434.00 | $ - | $ - | $ 3,434.00 | 10.00 | 62.96% |
| 103 | NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 7, 2023 | LS | 1 | | | | | | 1.00 | $ 75,000.00 | $ 75,000.00 | | | | $ - | $ - | $ - | $ - | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | $ 75,000.00 | $ - | $ - | $ 75,000.00 | 0.00 | 100.00% |
| 104 | NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 5, 2024 | LS | 1 | | | | | | 1.00 | $ 75,000.00 | $ 75,000.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 1.00 | 0.00% |
| 105 | TRAFFIC CONTROL | LS | 1 | 0.02 | | | | | 1.02 | $ 99,000.00 | $ 100,650.00 | | | | $ - | $ - | $ - | $ - | 0.76 | 0.00 | 0.00 | 0.76 | 0.76 | 0.00 | 0.00 | 0.76 | $ 75,491.13 | $ - | $ - | $ 75,491.13 | 0.25 | 75.00% |
| 106 | PORTABLE DYNAMIC MESSAGE SIGN (PDMS) | CDAY | 80 | | | | | | 80.00 | $ 101.00 | $ 8,080.00 | | | | $ - | $ - | $ - | $ - | 38.00 | 0.00 | 0.00 | 38.00 | 38.00 | 0.00 | 0.00 | 38.00 | $ 3,838.00 | $ - | $ - | $ 3,838.00 | 42.00 | 47.50% |
| 107 | MOBILIZATION | LS | 1 | | | | | | 1.00 | $ 526,167.21 | $ 526,167.21 | | | | $ - | $ - | $ - | $ - | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | $526,167.21 | $ - | $ - | $526,167.21 | 0.00 | 100.00% |
| 108 | TRENCH COMPACTION TESTING | LS | 1 | | | | | | 1.00 | $ 6,500.00 | $ 6,500.00 | | | | $ - | $ - | $ - | $ - | 0.90 | 0.00 | 0.00 | 0.90 | 0.90 | 0.00 | 0.00 | 0.90 | $ 5,850.00 | $ - | $ - | $ 5,850.00 | 0.10 | 90.00% |
| 109 | WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN. | LF | | | | | 390 | | 390.00 | $ 97.00 | $ 37,830.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 365.00 | 365.00 | 0.00 | 0.00 | 365.00 | 365.00 | $ - | $ - | $ 35,405.00 | $ 35,405.00 | 25.00 | 93.59% |
| 110 | FITTINGS BY WEIGHT, DUCTILE IRON | LB | | | | | 520 | | 520.00 | $ 18.00 | $ 9,360.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 204.00 | 204.00 | 0.00 | 0.00 | 204.00 | 204.00 | $ - | $ - | $ 3,672.00 | $ 3,672.00 | 316.00 | 39.23% |
| 111 | WATER SERVICE CURB STOP AND BOX, PVC, 1.0 IN. | EACH | | | | | 4 | (1.00) | 3.00 | $ 3,700.00 | $ 11,100.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 3.00 | 0.00% |
| 112 | TAPPING VALVE ASSEMBLY, 8 IN. | EACH | | | | | 1 | | 1.00 | $ 6,900.00 | $ 6,900.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | $ - | $ - | $ 6,900.00 | $ 6,900.00 | 0.00 | 100.00% |
| 113 | FIRE HYDRANT ASSEMBLY, WM-201 | EACH | | | | | 1 | | 1.00 | $ 6,600.00 | $ 6,600.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 1.00 | 0.00% |
| 114 | FIRE HYDRANT ASSEMBLY, WM-201, ALTERNATE | EACH | | | | | 1 | | 1.00 | $ 7,200.00 | $ 7,200.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | $ - | $ - | $ 7,200.00 | $ 7,200.00 | 0.00 | 100.00% |
| 115 | VALVE BOX EXTENSION | EACH | | | | | 6 | 1.00 | 7.00 | $ 660.00 | $ 4,620.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 6.00 | 6.00 | 0.00 | 0.00 | 6.00 | 6.00 | $ - | $ - | $ 3,960.00 | $ 3,960.00 | 1.00 | 85.71% |
| 116 | VALVE BOX REPLACEMENT | EACH | | | | | 8 | | 8.00 | $ 660.00 | $ 5,280.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 8.00 | 0.00% |
| 117 | BIO-RETENTION CELL INSTALLATION | EACH | 4 | | | | | | 4.00 | $ 32,000.00 | $ 128,000.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 4.00 | 0.00% |
| 118 | EXTERNAL DROP CONNECTION, SW-307, REMOVAL | EACH | 1 | | | | | | 1.00 | $ 5,900.00 | $ 5,900.00 | | | | $ - | $ - | $ - | $ - | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | $ 5,900.00 | $ - | $ - | $ 5,900.00 | 0.00 | 100.00% |
| 119 | HYDRANT (IN LINE), GATE VALVE, 6 IN. | EACH | | | | | 1 | | 1.00 | $ 6,600.00 | $ 6,600.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | $ - | $ - | $ 6,600.00 | $ 6,600.00 | 0.00 | 100.00% |
| 120 | HYDRANT REMOVAL | EACH | | | | | 2 | | 2.00 | $ 970.00 | $ 1,940.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | $ - | $ - | $ 970.00 | $ 970.00 | 1.00 | 50.00% |
| 121 | SUBDRAIN CLEANOUT, TYPE B | EACH | 6 | 2.00 | | | | | 8.00 | $ 2,000.00 | $ 16,000.00 | | | | $ - | $ - | $ - | $ - | 4.00 | 0.00 | 0.00 | 4.00 | 4.00 | 0.00 | 0.00 | 4.00 | $ 8,000.00 | $ - | $ - | $ 8,000.00 | 4.00 | 50.00% |
| 122 | CONDUIT, BLUE HDPE, 2 IN. | LF | 6570 | | | | | | 6,570.00 | $ 15.00 | $ 98,550.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 6,570.00 | 0.00% |
| 123 | REMOVAL OF ABANDONED HIGH PRESSURE GAS MAIN | LF | 4400 | (2,400.00) | | | | | 2,000.00 | $ 1.25 | $ 2,500.00 | 62.00 | | | $ 77.50 | $ - | $ - | $ 77.50 | 93.20 | 0.00 | 0.00 | 93.20 | 155.20 | 0.00 | 0.00 | 155.20 | $ 194.00 | $ - | $ - | $ 194.00 | 1,844.80 | 7.76% |
| 124 | CONCRETE WASHOUT | LS | 1 | | | | | | 1.00 | $ 23,000.00 | $ 23,000.00 | | | | $ - | $ - | $ - | $ - | 0.50 | 0.00 | 0.00 | 0.50 | 0.50 | 0.00 | 0.00 | 0.50 | $ 11,500.00 | $ - | $ - | $ 11,500.00 | 0.50 | 50.00% |
| 125 | MAINTENANCE OF SOLID WASTE COLLECTION | LS | 1 | | | | | | 1.00 | $ 21,000.00 | $ 21,000.00 | | | | $ - | $ - | $ - | $ - | 0.50 | 0.00 | 0.00 | 0.50 | 0.50 | 0.00 | 0.00 | 0.50 | $ 10,500.00 | $ - | $ - | $ 10,500.00 | 0.50 | 50.00% |
| 126 | MONUMENT SIGN REMOVAL | LS | 1 | | | | | | 1.00 | $ 11,000.00 | $ 11,000.00 | | | | $ - | $ - | $ - | $ - | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | $ 11,000.00 | $ - | $ - | $ 11,000.00 | 0.00 | 100.00% |
| 127 | CONCRETE RETAINING WALL FORMLINER | SF | 1188 | (37.00) | | | | | 1,151.00 | $ 12.00 | $ 13,812.00 | | | | $ - | $ - | $ - | $ - | 1,151.00 | 0.00 | 0.00 | 1,151.00 | 1,151.00 | 0.00 | 0.00 | 1,151.00 | $ 13,812.00 | $ - | $ - | $ 13,812.00 | 0.00 | 100.00% |
| 128 | TEMPORARY ACCESS DRIVE, INSTALLATION, MAINTENANCE, AND REMOVAL | TON | 600 | | | | | | 600.00 | $ 51.00 | $ 30,600.00 | | | | $ - | $ - | $ - | $ - | 390.00 | 0.00 | 0.00 | 390.00 | 390.00 | 0.00 | 0.00 | 390.00 | $ 19,890.00 | $ - | $ - | $ 19,890.00 | 210.00 | 65.00% |
| 129 | MULCHING, BONDED FIBER MATRIX | ACRE | 24 | | | | | | 24.00 | $ 3,500.00 | $ 84,000.00 | | | | $ - | $ - | $ - | $ - | 3.56 | 0.00 | 0.00 | 3.56 | 3.56 | 0.00 | 0.00 | 3.56 | $ 12,443.20 | $ - | $ - | $ 12,443.20 | 20.44 | 14.81% |
| 130 | SEEDING AND FERTILIZING (URBAN) | ACRE | 8 | | | | | | 8.00 | $ 2,300.00 | $ 18,400.00 | 0.58 | | | $ - | $ - | $ - | $ - | 2.54 | 0.00 | 0.00 | 2.54 | 3.12 | 0.00 | 0.00 | 3.12 | $ 7,176.00 | $ - | $ - | $ 7,176.00 | 4.88 | 39.00% |
| 131 | STABILIZING CROP - SEEDING AND FERTILIZING (URBAN) | ACRE | 16 | | | | | | 16.00 | $ 300.00 | $ 4,800.00 | 0.58 | | | $ 174.00 | $ - | $ - | $ 174.00 | 0.54 | 0.00 | 0.00 | 0.54 | 1.12 | 0.00 | 0.00 | 1.12 | $ 336.00 | $ - | $ - | $ 336.00 | 14.88 | 7.00% |
| 132 | SILT FENCE | LF | 1000 | | | | | | 1,000.00 | $ 2.50 | $ 2,500.00 | | | | $ - | $ - | $ - | $ - | 584.00 | 0.00 | 0.00 | 584.00 | 584.00 | 0.00 | 0.00 | 584.00 | $ 1,460.00 | $ - | $ - | $ 1,460.00 | 416.00 | 58.40% |
| 133 | REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS | LF | 1000 | | | | | | 1,000.00 | $ 0.05 | $ 50.00 | 50.00 | | | $ 2.50 | $ - | $ - | $ 2.50 | 120.00 | 0.00 | 0.00 | 120.00 | 170.00 | 0.00 | 0.00 | 170.00 | $ 8.50 | $ - | $ - | $ 8.50 | 830.00 | 17.00% |
| 134 | STABILIZED CONSTRUCTION ENTRANCE, EC-303 | LF | 400 | | | | | | 400.00 | $ 29.00 | $ 11,600.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 400.00 | 0.00% |
| 135 | PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA. | LF | 9660 | | | | | | 9,660.00 | $ 2.00 | $ 19,320.00 | 410.00 | | | $ 820.00 | $ - | $ - | $ 820.00 | 638.50 | 0.00 | 0.00 | 638.50 | 1,048.50 | 0.00 | 0.00 | 1,048.50 | $ 2,097.00 | $ - | $ - | $ 2,097.00 | 8,611.50 | 10.85% |
| 136 | REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE | LF | 9660 | | | | | | 9,660.00 | $ 0.01 | $ 96.60 | | | | $ - | $ - | $ - | $ - | 330.50 | 0.00 | 0.00 | 330.50 | 330.50 | 0.00 | 0.00 | 330.50 | $ 3.31 | $ - | $ - | $ 3.31 | 9,329.50 | 3.42% |
| 137 | TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY | EACH | 50 | | | | | | 50.00 | $ 610.00 | $ 30,500.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 50.00 | 0.00% |
| 138 | MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY | EACH | 100 | | | | | | 100.00 | $ 5.00 | $ 500.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 100.00 | 0.00% |
| 139 | REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY | EACH | 50 | | | | | | 50.00 | $ 5.00 | $ 250.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 50.00 | 0.00% |
| 140 | GRATE INTAKE SEDIMENT FILTER BAG | EACH | 97 | | | | | | 97.00 | $ 177.00 | $ 17,169.00 | | | | $ - | $ - | $ - | $ - | 48.00 | 0.00 | 0.00 | 48.00 | 48.00 | 0.00 | 0.00 | 48.00 | $ 8,496.00 | $ - | $ - | $ 8,496.00 | 49.00 | 49.48% |
| 141 | MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG | EACH | 194 | | | | | | 194.00 | $ 10.00 | $ 1,940.00 | | | | $ - | $ - | $ - | $ - | 12.00 | 0.00 | 0.00 | 12.00 | 12.00 | 0.00 | 0.00 | 12.00 | $ 120.00 | $ - | $ - | $ 120.00 | 182.00 | 6.19% |
| 142 | REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG | EACH | 97 | | | | | | 97.00 | $ 5.00 | $ 485.00 | | | | $ - | $ - | $ - | $ - | 48.00 | 0.00 | 0.00 | 48.00 | 48.00 | 0.00 | 0.00 | 48.00 | $ 240.00 | $ - | $ - | $ 240.00 | 49.00 | 49.48% |
| 143 | MOBILIZATIONS, EROSION CONTROL | EACH | 40 | | | | | | 40.00 | $ 500.00 | $ 20,000.00 | 4.00 | | | $ 2,000.00 | $ - | $ - | $ 2,000.00 | 9.00 | 0.00 | 0.00 | 9.00 | 13.00 | 0.00 | 0.00 | 13.00 | $ 6,500.00 | $ - | $ - | $ 6,500.00 | 27.00 | 32.50% |
| 144 | MOBILIZATIONS, EMERGENCY EROSION CONTROL | EACH | 10 | | | | | | 10.00 | $ 1,000.00 | $ 10,000.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 10.00 | 0.00% |
| 145 | CONCRETE BARRIER, TAPERED END, BA-108 | EACH | 2 | | | | | | 2.00 | $ 12,000.00 | $ 24,000.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $ - | $ - | $ - | $ - | 2.00 | 0.00% |
| 146 | WATER SERVICE CURB STOP AND BOX, Polyethylene, 2.0 IN. | EACH | | | | | 0.00 | 1.00 | 1.00 | $ 5,200.00 | $ 5,200.00 | | | | $ - | $ - | $ - | $ - | 0.00 | 0.00 | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | $ - | $ - | $ 5,200.00 | $ 5,200.00 | 0.00 | 100.00% |
| 147 | 10 IN. TILE LINE CONNECTION TO INTAKE | EACH | 0.00 | 7.00 | | | | | 7.00 | $ 3,200.00 | $ 22,400.00 | | | | $ - | $ - | $ - | $ - | 7.00 | 0.00 | 0.00 | 7.00 | 7.00 | 0.00 | 0.00 | 7.00 | $ 22,400.00 | $ - | $ - | $ 22,400.00 | 0.00 | 100.00% |
| 148 | MOBILIZATION, REMOVAL AND HAUL OFF | LS | 0.00 | 1.00 | | | | | 1.00 | $ 2,000.00 | $ 2,000.00 | | | | $ - | $ - | $ - | $ - | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | $ 2,000.00 | $ - | $ - | $ 2,000.00 | 0.00 | 100.00% |
| 149 | TEMPORARY DELINEATORS | EACH | 0.00 | 6.00 | | | | | 6.00 | $ 311.67 | $ 1,870.00 | | | | $ - | $ - | $ - | $ - | 6.00 | 0.00 | 0.00 | 6.00 | 6.00 | 0.00 | 0.00 | 6.00 | $ 1,870.00 | $ - | $ - | $ 1,870.00 | 0.00 | 100.00% |
| 150 | INTAKE ADJUSTMENT, MAJOR | EACH | 0.00 | 1.00 | | | | | 1.00 | $ 2,700.00 | $ 2,700.00 | | | | $ - | $ - | $ - | $ - | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | $ 2,700.00 | $ - | $ - | $ 2,700.00 | 0.00 | 100.00% |
| 151 | TRAFFIC CONTROL | LS | 0.00 | 1.00 | | | | | 1.00 | $ 1,000.00 | $ 1,000.00 | | | | $ - | $ - | $ - | $ - | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | 0.00 | 0.00 | 1.00 | $ 1,000.00 | $ - | $ - | $ 1,000.00 | 0.00 | 100.00% |

**TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK** **CONTRACT = $10,009,833.90** **PAY PERIOD = $527,808.89 $ - $ - $527,808.89** **COMPLETED = $5,175,315.27 $288,870.45 $ 69,907.00 $5,534,092.72 55.29%**

**Stockpiled Materials (This Pay Estimate)** $ 81,384.50

**Total of Completed and Stored Material (This Pay Estimate)** $5,615,477.22

Date printed: 5/9/2024

*APPLICATION FOR PARTIAL PAYMENT OF CONTRACT*

**Previous Applications for Payment**

| No. | Date | Amount |
|---|---|---|
| 1 | April 17, 2023 | $ 193,428.65 |
| 2 | May 15, 2023 | $ 347,978.24 |
| 3 | June 19, 2023 | $ 597,513.62 |
| 4 | July 19, 2023 | $ 453,219.51 |
| 5 | August 21, 2023 | $ 770,595.15 |
| 6 | September 18, 2023 | $ 1,322,169.38 |
| 7 | October 16, 2023 | $ 346,662.08 |
| 8 | December 18, 2023 | $ 903,093.19 |
| 9 | April 15, 2024 | $ 121,674.51 |
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**Previous Applications for Payment**

| No. | Date | Amount |
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**PREVIOUS PAY APP TOTAL = $ 5,056,334.33**

**Record of Change Orders**

| No. | Date | Amount |
|---|---|---|
| 1 | May 15, 2023 | $ 4,400.00 |
| 2 | July 17, 2023 | $ 8,856.00 |
| 3 | August 21, 2023 | $ 3,440.00 |
| 4 | December 18, 2023 | $ 137.90 |
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**CHANGE ORDER TOTAL = $ 16,833.90**

**Contract Time Remaining (2023)**

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

**Contract Time Remaining (2024)**

| | |
|---|---|
| Contract Period (2024): | Working Days |
| Construction Start Date (2024): | March 18, 2024 |
| Contract Working Days (2024): | 120.0 |
| Added by Change Order (2024): | 0.0 |
| Total Working Days (2024): | 120.0 |
| Working Days Used to Date (2024): | 23.0 |
| Working Days Remaining (2024): | **97.0** |

SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

May 20, 2024

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

RE: NE DELAWARE AVENUE RECON. – NE 5TH STREET TO FOURMILE CREEK
PARTIAL PAYMENT APPLICATION NO. 10
FINANCE PROJECT NO. 979.4451
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

Partial Payment Application No. 10 includes work completed between March 31, 2024, and May 04, 2024. The Contractor's work through this period includes storm sewer and box culvert installation, and erosion control. We recommend payment of $529,142.89 to the Contractor, Elder Corporation, for work completed through May 04, 2024. 55.3% of the total contract work has been completed and 23 of the 120 working days (19.2%) have been charged through the pay application.

Please contact me should you have any questions on this partial payment application. We will be in attendance at the May 20, 2024, council meeting to answer any questions regarding this partial payment application.

Sincerely,

SNYDER & ASSOCIATES, INC.

Jordan Stoermer

Jordan M. Stoermer, P.E.
Project Manager

cc: Mark Land, P.E., Snyder & Associates, Inc.
Sarah Ritchie, E.I., Snyder & Associates, Inc.

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Municipal Utilities | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #24 in the amount of $33,561.45 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:

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## ADDITIONAL INFORMATION:

---

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Payment #24 |

# *APPLICATION FOR PARTIAL PAYMENT OF CONTRACT*

city of
Ankeny
bringing it all together

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

---

**Date of Council Meeting:** May 20, 2024 **PAYMENT REQUEST #** 24
**PAYMENT PERIOD:** From: March 1, 2024 Through: April 30, 2024

**Contract Summary**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 127,100.00 | | |
| Net change by Change Orders: | $ 173,500.00 | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 300,600.00 | |
| Total completed and stored to date: | $ 263,302.81 | | |
| Retainage: 0 % of Completed Work: | $ - | | |
| Total Earned less Retainage: | | $ 263,302.81 | |
| Less previous applications for payment: | | $ 229,741.36 | |
| SUBTOTAL | | | $ 33,561.45 |
| OTHER CHARGES (Attach an itemized list) | | | $ - |
| **CURRENT PAYMENT DUE** | | | $ 33,561.45 |
| Balance to finish, including retainage: | | $ 37,297.19 | |
| Contract Time Remaining (If applicable) | - | Working Days | |

---

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

*Construction Contractor Approval:*
Firm Name
Signature
Date

*Engineer / Consultant Approval:* Foth Infrastructure & Environment
Firm Name
Andy Floy
Digitally signed by Andy S. Floy
DN: CN=Andy S. Floy, OU=Active User Accounts, OU=Members, DC=foth, DC=com
Reason: I am approving this document
Date: 2024.05.08 13:15:01-05'00'
Signature
May 8, 2024
Date

*City of Ankeny Staff Approval:*
Donald Clark
Signature
5-10-24
Date

---

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

Date Printed: 5/8/2024

## *APPLICATION FOR PARTIAL PAYMENT OF CONTRACT*

**Previous Applications for Payment**

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

| No. | Date | Amount |
|---|---|---|
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**TOTAL** $ 229,741.36

**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**

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|---|---|
| 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: | - |

Date Printed: 5/8/2024

**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 10, 2024
Project No: 0022A004.00
Invoice No: 89989

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

**Invoice Total USD 33,561.45**

Project 0022A004.00 North Four Mile Creek Trunk Sewer

**Professional Services through April 30, 2024**

**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Project Manager II | 29.00 | 208.00 | 6,032.00 | |
| Project Engineer IV | 9.00 | 197.00 | 1,773.00 | |
| Project Engineer II | 67.00 | 172.00 | 11,524.00 | |
| Staff Engineer II | 1.00 | 142.00 | 142.00 | |
| Technician IV | 11.00 | 129.00 | 1,419.00 | |
| Technician II | 89.50 | 109.00 | 9,755.50 | |
| Construction Manager III | 11.50 | 188.00 | 2,162.00 | |
| Project Administrator II | 1.00 | 106.00 | 106.00 | |
| Totals | 219.00 | | 32,913.50 | |
| **Total Labor** | | | | **32,913.50** |

**Expenses** **647.95**

| **Billing Limits** | **Current** | **Prior** | **To-Date** |
|---|---|---|---|
| Total Billings | 33,561.45 | 229,741.36 | 263,302.81 |
| Limit | | | 300,600.00 |
| Remaining | | | 37,297.19 |

**Total This Invoice** **USD 33,561.45**

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Municipal Utilities | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of $25,106.24 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer - Phase 2 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

---

## ADDITIONAL INFORMATION:

---

## ATTACHMENTS:

| Click to download |
|---|
| 🗋 Payment #7 |

# *APPLICATION FOR PARTIAL PAYMENT OF CONTRACT*

city of Ankeny
bringing it all together

***Project Title:*** North Four Mile Creek Trunk Sewer - Phase 2
***Contractor:*** Foth Infrastructure & Environment
***Address:*** 8191 Birchwood Court, Suite L, Johnston, IA 50131
***Finance Budget Code:*** 660.3660.4210 ***Finance Project #*** 660.4210
***Vendor Project or Invoice #:*** 7 ***PO #***
***Original Contract Date:*** September 5, 2023 ***Vendor #*** 2078

**Date of Council Meeting:** May 20, 2024 **PAYMENT REQUEST #** 7
**PAYMENT PERIOD:** From: March 1, 2024 Through: April 30, 2024

**Contract Summary**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 29,000.00 | | |
| Net change by Change Orders: | $ 100,000.00 | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 129,000.00 | |
| Total completed and stored to date: | $ 67,804.01 | | |
| Retainage: 0 % of Completed Work: | $ - | | |
| Total Earned less Retainage: | | $ 67,804.01 | |
| Less previous applications for payment: | | $ 42,697.77 | |
| SUBTOTAL | | | $ 25,106.24 |
| OTHER CHARGES (Attach an itemized list) | | | $ - |
| **CURRENT PAYMENT DUE** | | | $ 25,106.24 |
| Balance to finish, including retainage: | | $ 61,195.99 | |
| Contract Time Remaining (If applicable) | - | Working Days | |

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

*Construction Contractor Approval:*
Firm Name

Signature
Date

*Engineer / Consultant Approval:* Foth Infrastructure & Environment
Firm Name

Andy Floy
Digitally signed by Andy S. Floy
DN: CN=Andy S. Floy, OU=Active User Accounts, OU=Members, DC=foth, DC=com
Reason: I am approving this document
Date: 2024.05.08 14:14:41-05'00'
Signature
May 8, 2024
Date

*City of Ankeny Staff Approval:*
Donald Clark
Signature
5-10-24
Date

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

Date Printed: 5/8/2024

# *APPLICATION FOR PARTIAL PAYMENT OF CONTRACT*

**Previous Applications for Payment**

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

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TOTAL $ 42,697.77

**Record of Change Orders**

| No. | Date | Amount |
|---|---|---|
| 1 | January 16, 2024 | $ 100,000.00 |
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**TOTAL** **$ 100,000.00**

**Contract Time Remaining**

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

Date Printed: 5/8/2024

**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 10, 2024
Project No: 0023A020.00
Invoice No: 89991

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

**Invoice Total USD 25,106.24**

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

**Professional Services through April 30, 2024**

**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Project Manager IV | 1.00 | 236.00 | 236.00 | |
| Project Manager II | 5.50 | 208.00 | 1,144.00 | |
| Project Engineer II | 30.50 | 172.00 | 5,246.00 | |
| Technician IX | 4.00 | 181.00 | 724.00 | |
| Technician IV | 10.50 | 129.00 | 1,354.50 | |
| Technician II | 120.00 | 109.00 | 13,080.00 | |
| Construction Manager III | 11.50 | 188.00 | 2,162.00 | |
| Project Administrator II | 1.00 | 106.00 | 106.00 | |
| Totals | 184.00 | | 24,052.50 | |
| **Total Labor** | | | | **24,052.50** |

**Miscellaneous Expenses** **1,053.74**

| **Billing Limits** | **Current** | **Prior** | **To-Date** |
|---|---|---|---|
| Total Billings | 25,106.24 | 42,697.77 | 67,804.01 |
| Limit | | | 129,000.00 |
| Remaining | | | 61,195.99 |

**Total This Invoice USD 25,106.24**

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| City Manager | Upgrade Essential Infrastructure |

---

ACTION REQUESTED:

Motion

---

LEGAL:

No Review Required

---

SUBJECT:

Consider motion to approve Payment #1 in the amount of $283,661.45 to HPC, LLC for construction services associated with the Ankeny Fire Station No. 4 project.

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: **No**

Funding for this item is specifically included in the City Council approved 2024-2028 Capital Improvement Program.

---

CITY MANAGER'S RECOMMENDATIONS:

Recommend approval of the Pay Application as presented.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

---

## ADDITIONAL INFORMATION:

---

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Fire Station No. 4 Pay Application #1 to HPC, LLC |

# *APPLICATION FOR PARTIAL PAYMENT OF CONTRACT*

city of Ankeny
bringing it all together

***Project Title:*** Fire Station No. 4
***Contractor:*** HPC, LLC
***Address:*** 120 N. Sherman Avenue, Ames, IA 50010
***Finance Budget Code:*** 901.1901, 4412 ***Finance Project Code:*** 901.4210
***Vendor Project or Invoice #:*** 23019.00/#38751 ***PO #***
***Original Contract Date:*** February 20, 2024 ***Vendor #*** 1047

---

**Date of Council Meeting** 05/20/2024 **PAYMENT REQUEST #** 1
**PAYMENT PERIOD:** From: 02/20/24 through: 04/30/24

**Contract Summary**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 5,950,000.00 | | |
| Net change by Change Orders: | $ - | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 5,950,000.00 | |
| Total completed and stored to date: | $ 298,591.00 ✓ | | |
| Retainage: 5 % of Completed Work: | $ 14,929.55 ✓ | | |
| Total Earned less Retainage: | | $ 283,661.45 ✓ | |
| Less previous applications for payment: | | | |
| SUBTOTAL | | | $ 283,661.45 |
| OTHER CHARGES (Please attach an itemized list) | | | |
| **CURRENT PAYMENT DUE** | | | $ 283,661.45 ✓ |
| Balance to finish, including retainage: | | $ 5,666,338.55 ✓ | |

Contract Time Remaining (if applicable) 426.00 CALENDAR DAYS

---

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

*Construction Contractor Approval:* HPC, L.L.C.
Firm Name
Signature
5/3/2024
Date

*Architect/Consultant Approval:* SVPA Architects
Firm Name
Robert F.
Signature
05/03/24
Date

*City of Ankeny Staff Approval*
Mike Schrock
Signature
05/06/2024
Date

---

*Submit to:* *Mike Schrock, Assistant City Manager*
*Email:* *mschrock@ankenyiowa.gov* *Phone:* *515-965-6420* *Fax:*

Date Printed: 5/2/2024

## *APPLICATION FOR PARTIAL PAYMENT OF CONTRACT*

**Previous Applications for Payment**

| # | Date | Amount |
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**Record of Change Orders**

| # | Date | Amount |
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| TOTAL | | $ - |

**Contract Time Remaining:**

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|---|---|
| CONTRACT PERIOD: | CALENDAR DAYS |
| Original Contract Date: | February 20, 2024 |
| Original Contract Time: | 496 |
| Added by Change Order: | |
| Contract Time to Date: | 496 |
| Time Used to Date: | 70 |
| Contract Time Remaining: | 426 |

Date Printed: 5/2/2024

# CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:
ANKENY FIRE STATION #4

APPLICATION NUMBER: 1
APPLICATION DATE: 05/05/24
PERIOD TO: 30-Apr-24
OWNER'S PROJECT NO: 901.4210

| A | B | | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description of Work | CAT | Scheduled Value | Work Completed | | Materials Presently Stored (Not In D or E) | Total Completed And Stored To Date (D + E + F) | % (G/C) | Balance To Finish (C - G) | Retainage |
| | | | | From Previous Application (D + E) | This Period | | | | | |
| 1 | 00 61 10 Performance and Payment Bond | L | $ 58,000 | | $ 58,000 | | $ 58,000 | 100% | $ - | $ 2,900 |
| 2 | 01 31 00 Project Management and Coordination | LM | $ 219,190 | | $ 30,645 | | $ 30,645 | 14% | $ 188,545 | $ 1,532 |
| 3 | 01 50 00 Construction Facilities | LM | $ 80,120 | | $ 5,600 | | $ 5,600 | 7% | $ 74,520 | $ 280 |
| 4 | 01 73 00 Mobilization | LM | $ 69,300 | | $ 13,500 | | $ 13,500 | 19% | $ 55,800 | $ 675 |
| 5 | 01 73 00 Final Cleaning | LM | $ 3,510 | | | | $ - | | $ 3,510 | $ - |
| 6 | 01 77 00 Closeout | LM | $ 5,280 | | | | $ - | | $ 5,280 | $ - |
| 7 | 03 20 00 Concrete Reinforcement | M | $ 24,000 | | $ 3,800 | | $ 3,800 | 16% | $ 20,200 | $ 190 |
| 8 | 03 30 00 Cast-In-Place - Foundations | LM | $ 163,750 | | $ 29,475 | | $ 29,475 | 18% | $ 134,275 | $ 1,474 |
| 9 | 03 30 00 Cast-In-Place - Slab on Grade | LM | $ 122,390 | | | | $ - | | $ 122,390 | $ - |
| 10 | 03 35 36 Polished Concrete Floors | LM | $ 37,750 | | | | $ - | | $ 37,750 | $ - |
| 11 | 03 35 70 Concrete Floor Finishes | LM | $ 2,340 | | | | $ - | | $ 2,340 | $ - |
| 12 | 03 45 01 Precast Concrete Splashblocks | LM | $ 600 | | | | $ - | | $ 600 | $ - |
| 13 | 04 20 00 Brick Masonry | L | $ 115,200 | | | | $ - | | $ 115,200 | $ - |
| 14 | 04 20 00 Brick Masonry | M | $ 54,330 | | | | $ - | | $ 54,330 | $ - |
| 15 | 04 22 00 Reinforced Unit Masonry | L | $ 201,190 | | | | $ - | | $ 201,190 | $ - |
| 16 | 04 22 00 Reinforced Unit Masonry | M | $ 58,120 | | | $ 8,821 | $ 8,821 | 15% | $ 49,299 | $ 441 |
| 17 | 04 23 30 Calcium Silicate Masonry | L | $ 57,350 | | | | $ - | | $ 57,350 | $ - |
| 18 | 04 23 30 Calcium Silicate Masonry | M | $ 35,000 | | | | $ - | | $ 35,000 | $ - |
| 19 | 04 72 00 Cast Stone Masonry | L | $ 22,240 | | | | $ - | | $ 22,240 | $ - |
| 20 | 04 72 00 Cast Stone Masonry | M | $ 19,000 | | | | $ - | | $ 19,000 | $ - |
| 21 | 05 12 23 Structural Steel | L | $ 43,500 | | | | $ - | | $ 43,500 | $ - |
| 22 | 05 12 23 Structural Steel | M | $ 80,480 | | | | $ - | | $ 80,480 | $ - |
| 23 | 05 12 23 Structural Misc. Steel | L | $ 25,640 | | | | $ - | | $ 25,640 | $ - |
| 24 | 05 12 23 Structural Misc. Steel | M | $ 16,240 | | | | $ - | | $ 16,240 | $ - |
| 25 | 05 21 00 Steel Joists & Decking | L | $ 31,010 | | | | $ - | | $ 31,010 | $ - |
| | SUBTOTALS PAGE 2 | | $ 1,545,530 | $ - | $ 141,020 | $ 8,821 | $ 149,841 | 10% | $ 1,395,689 | $ 7,492 |

## CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:
ANKENY FIRE STATION #4

APPLICATION NUMBER: 1
APPLICATION DATE: 05/05/24
PERIOD TO: 30-Apr-24
ARCHITECT'S PROJECT NO: 901.4210

| A | B | | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description of Work | CAT | Scheduled Value | Work Completed | | Materials Presently Stored (Not In D or E) | Total Completed And Stored To Date (D + E + F) | % (G/C) | Balance To Finish (C - G) | Retainage |
| | | | | From Previous Application (D + E) | This Period | | | | | |
| 26 | 05 21 00 Steel Joists & Decking | M | $ 63,000 | | | | $ - | | $ 63,000 | $ - |
| 27 | 05 40 00 Cold Formed Metal Trusses | L | $ 34,880 | | | | $ - | | $ 34,880 | $ - |
| 28 | 05 40 00 Cold Formed Metal Trusses | M | $ 66,100 | | | | $ - | | $ 66,100 | $ - |
| 29 | 05 40 00 Cold Formed Metal Framing | L | $ 30,600 | | | | $ - | | $ 30,600 | $ - |
| 30 | 05 40 00 Cold Formed Metal Framing | M | $ 36,550 | | | | $ - | | $ 36,550 | $ - |
| 31 | 06 10 53 Miscellaneous Rough Carpentry | L | $ 55,460 | | | | $ - | | $ 55,460 | $ - |
| 32 | 06 10 53 Miscellaneous Rough Carpentry | M | $ 25,720 | | | | $ - | | $ 25,720 | $ - |
| 33 | 06 16 00 Exterior Gypsum Sheathing | L | $ 16,270 | | | | $ - | | $ 16,270 | $ - |
| 34 | 06 16 00 Exterior Gypsum Sheathing | M | $ 9,450 | | | | $ - | | $ 9,450 | $ - |
| 35 | 06 40 23 Interior Architectural Woodwork | L | $ 6,480 | | | | $ - | | $ 6,480 | $ - |
| 36 | 06 40 23 Interior Architectural Woodwork | M | $ 48,980 | | | | $ - | | $ 48,980 | $ - |
| 37 | 06 71 00 FRP Products and Fabrications | LM | $ 2,500 | | | | $ - | | $ 2,500 | $ - |
| 38 | 07 21 00 Thermal Insulation - Foundation | L | $ 820 | | | | $ - | | $ 820 | $ - |
| 39 | 07 21 00 Thermal Insulation - Foundation | M | $ 3,200 | | | | $ - | | $ 3,200 | $ - |
| 40 | 07 21 00 Thermal Insulation - Masonry Cavity | L | $ 27,230 | | | | $ - | | $ 27,230 | $ - |
| 41 | 07 21 00 Thermal Insulation - Masonry Cavity | M | $ 22,880 | | | | $ - | | $ 22,880 | $ - |
| 42 | 07 21 00 Thermal Insulation - Spray | LM | $ 7,450 | | | | $ - | | $ 7,450 | $ - |
| 43 | 07 21 00 Thermal Insulation - Nail Base | L | $ 5,850 | | | | $ - | | $ 5,850 | $ - |
| 44 | 07 21 00 Thermal Insulation - Nail Base | M | $ 35,500 | | | | $ - | | $ 35,500 | $ - |
| 45 | 07 21 00 Thermal Insulation - Batt | LM | $ 11,940 | | | | $ - | | $ 11,940 | $ - |
| 46 | 07 24 14 Direct-Applied Exterior Finish Systems | LM | $ 15,210 | | | | $ - | | $ 15,210 | $ - |
| 47 | 07 27 13 Underslab Vapor Barrier | LM | $ 4,330 | | | | $ - | | $ 4,330 | $ - |
| 48 | 07 27 16 Self-Adhering Sheet Air and Moisture Ba | LM | $ 27,450 | | | | $ - | | $ 27,450 | $ - |
| 49 | 07 27 26 Fluid-Applied Membrane Air Barrier | LM | $ 31,070 | | | | $ - | | $ 31,070 | $ - |
| 50 | 07 40 00 (PFRP) Cladding Support System | L | $ 5,780 | | | | $ - | | $ 5,780 | $ - |
| | SUBTOTALS PAGE 3 | | $ 2,140,230 | $ - | $ 141,020 | $ 8,821 | $ 149,841 | 7% | $ 1,990,389 | $ 7,492 |

## CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:
ANKENY FIRE STATION #4

APPLICATION NUMBER: 1
APPLICATION DATE: 05/05/24
PERIOD TO: 45412
ARCHITECT'S PROJECT NO: 901.4210

| A | B | | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description of Work | CAT | Scheduled Value | Work Completed From Previous Application (D + E) | This Period | Materials Presently Stored (Not In D or E) | Total Completed And Stored To Date (D + E + F) | % (G/C) | Balance To Finish (C - G) | Retainage |
| 51 | 07 40 00 (PFRP) Cladding Support System | M | $ 9,330 | | | | $ - | | $ 9,330 | $ - |
| 52 | 07 41 13 Metal Roof Panels | L | $ 40,960 | | | | $ - | | $ 40,960 | $ - |
| 53 | 07 41 13 Metal Roof Panels | M | $ 65,500 | | | | $ - | | $ 65,500 | $ - |
| 54 | 07 41 20 Concealed Fastener Metal Wall Panels | L | $ 25,010 | | | | $ - | | $ 25,010 | $ - |
| 55 | 07 41 20 Concealed Fastener Metal Wall Panels | M | $ 43,750 | | | | $ - | | $ 43,750 | $ - |
| 56 | 07 46 16 Aluminum Siding | L | $ 13,740 | | | | $ - | | $ 13,740 | $ - |
| 57 | 07 46 16 Aluminum Siding | M | $ 7,550 | | | | $ - | | $ 7,550 | $ - |
| 58 | 07 54 00 Thermoplastic Polyolefin Membrane Roc | L | $ 39,960 | | | | $ - | | $ 39,960 | $ - |
| 59 | 07 54 00 Thermoplastic Polyolefin Membrane Roc | M | $ 89,000 | | | | $ - | | $ 89,000 | $ - |
| 60 | 07 62 00 Sheet Metal Flashing and Trim | L | $ 2,340 | | | | $ - | | $ 2,340 | $ - |
| 61 | 07 62 00 Sheet Metal Flashing and Trim | M | $ 23,000 | | | | $ - | | $ 23,000 | $ - |
| 62 | 07 63 10 Gutters and Downspout | L | $ 4,680 | | | | $ - | | $ 4,680 | $ - |
| 63 | 07 63 10 Gutters and Downspout | M | $ 8,000 | | | | $ - | | $ 8,000 | $ - |
| 64 | 07 72 00 Roof Accessories | L | $ 2,340 | | | | $ - | | $ 2,340 | $ - |
| 65 | 07 72 00 Roof Accessories | M | $ 5,000 | | | | $ - | | $ 5,000 | $ - |
| 66 | 07 84 13 Penetration Firestopping | L | $ 4,590 | | | | $ - | | $ 4,590 | $ - |
| 67 | 07 84 13 Penetration Firestopping | M | $ 300 | | | | $ - | | $ 300 | $ - |
| 68 | 07 84 46 Fire-Resistive Joint Systems | LM | $ 4,680 | | | | $ - | | $ 4,680 | $ - |
| 69 | 07 92 00 Joint Sealants | LM | $ 26,040 | | | | $ - | | $ 26,040 | $ - |
| 70 | 08 11 13 Hollow Metal Doors and Frames | L | $ 9,900 | | | | $ - | | $ 9,900 | $ - |
| 71 | 08 11 13 Hollow Metal Doors and Frames | M | $ 33,660 | | | | $ - | | $ 33,660 | $ - |
| 72 | 08 14 16 Flush Wood Doors | L | $ 3,510 | | | | $ - | | $ 3,510 | $ - |
| 73 | 08 14 16 Flush Wood Doors | M | $ 13,380 | | | | $ - | | $ 13,380 | $ - |
| 74 | 08 36 13 Sectional Doors | L | $ 11,320 | | | | $ - | | $ 11,320 | $ - |
| 75 | 08 36 13 Sectional Doors | M | $ 58,120 | | | | $ - | | $ 58,120 | $ - |
| | SUBTOTALS PAGE 4 | | $ 2,685,890 | $ - | $ 141,020 | $ 8,821 | $ 149,841 | 6% | $ 2,536,049 | $ 7,492 |

## CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:
ANKENY FIRE STATION #4

APPLICATION NUMBER: 1
APPLICATION DATE: 5-May-24
PERIOD TO: 30-Apr-24
ARCHITECT'S PROJECT NO: 901.4210

| A | B | | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description of Work | CAT | Scheduled Value | Work Completed | | Materials Presently Stored (Not In D or E) | Total Completed And Stored To Date (D + E + F) | % (G/C) | Balance To Finish (C - G) | Retainage |
| | | | | From Previous Application (D + E) | This Period | | | | | |
| 76 | 08 41 13 Aluminum Framed Entrances and Storef | L | $ 51,610 | | | | $ - | | $ 51,610 | $ - |
| 77 | 08 41 13 Aluminum Framed Entrances and Storef | M | $ 91,350 | | | | $ - | | $ 91,350 | $ - |
| 78 | 08 51 13 Aluminum Windows | L | $ 6,090 | | | | $ - | | $ 6,090 | $ - |
| 79 | 08 51 13 Aluminum Windows | M | $ 10,390 | | | | $ - | | $ 10,390 | $ - |
| 80 | 08 71 00 Door Hardware | L | $ 4,100 | | | | $ - | | $ 4,100 | $ - |
| 81 | 08 71 00 Door Hardware | M | $ 46,710 | | | | $ - | | $ 46,710 | $ - |
| 82 | 08 80 00 Glazing | L | $ 2,340 | | | | $ - | | $ 2,340 | $ - |
| 83 | 08 80 00 Glazing | M | $ 4,250 | | | | $ - | | $ 4,250 | $ - |
| 84 | 08 83 00 Mirrors | L | $ 1,400 | | | | $ - | | $ 1,400 | $ - |
| 85 | 08 83 00 Mirrors | M | $ 1,900 | | | | $ - | | $ 1,900 | $ - |
| 86 | 09 05 12 Concrete Floor Moisture Content and pH | LM | $ 2,340 | | | | $ - | | $ 2,340 | $ - |
| 87 | 09 22 16 Non-Structural Metal Framing | L | $ 26,270 | | | | $ - | | $ 26,270 | $ - |
| 88 | 09 22 16 Non-Structural Metal Framing | M | $ 20,000 | | | | $ - | | $ 20,000 | $ - |
| 89 | 09 29 00 Gypsum Board | L | $ 54,360 | | | | $ - | | $ 54,360 | $ - |
| 90 | 09 29 00 Gypsum Board | M | $ 21,550 | | | | $ - | | $ 21,550 | $ - |
| 91 | 09 30 00 Tiling | L | $ 12,410 | | | | $ - | | $ 12,410 | $ - |
| 92 | 09 30 00 Tiling | M | $ 12,670 | | | | $ - | | $ 12,670 | $ - |
| 93 | 09 51 13 Acoustical Panel Ceilings | L | $ 6,890 | | | | $ - | | $ 6,890 | $ - |
| 94 | 09 51 13 Acoustical Panel Ceilings | M | $ 19,760 | | | | $ - | | $ 19,760 | $ - |
| 95 | 09 65 13 Resilient Base and Accessories | L | $ 1,640 | | | | $ - | | $ 1,640 | $ - |
| 96 | 09 65 13 Resilient Base and Accessories | M | $ 2,360 | | | | $ - | | $ 2,360 | $ - |
| 97 | 09 67 26 Quartz Flooring | LM | $ 3,000 | | | | $ - | | $ 3,000 | $ - |
| 98 | 09 68 13 Tile Carpeting | L | $ 1,720 | | | | $ - | | $ 1,720 | $ - |
| 99 | 09 68 13 Tile Carpeting | M | $ 10,750 | | | | $ - | | $ 10,750 | $ - |
| 100 | 09 68 20 Carpet Tile Entrance Mats | L | $ 230 | | | | $ - | | $ 230 | $ - |
| | SUBTOTALS PAGE 5 | | $ 3,101,980 | $ - | $ 141,020 | $ 8,821 | $ 149,841 | 5% | $ 2,952,139 | $ 7,492 |

## CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:
ANKENY FIRE STATION #4

APPLICATION NUMBER: 1
APPLICATION DATE: 5-May-24
PERIOD TO: 30-Apr-24
ARCHITECT'S PROJECT NO: 901.4210

| A | B | | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description of Work | CAT | Scheduled Value | Work Completed<br>From Previous Application (D + E) | This Period | Materials Presently Stored (Not In D or E) | Total Completed And Stored To Date (D + E + F) | % (G/C) | Balance To Finish (C - G) | Retainage |
| 101 | 09 68 20 Carpet Tile Entrance Mats | M | $ 1,830 | | | | $ - | | $ 1,830 | $ - |
| 102 | 09 84 00 Acoustical Ceiling Treatment | L | $ 1,990 | | | | $ - | | $ 1,990 | $ - |
| 103 | 09 84 00 Acoustical Ceiling Treatment | M | $ 3,390 | | | | $ - | | $ 3,390 | $ - |
| 104 | 09 90 00 Paints and Coatings & HPC | LM | $ 46,700 | | | | $ - | | $ 46,700 | $ - |
| 105 | 10 11 00 Visual Display Surfaces | L | $ 830 | | | | $ - | | $ 830 | $ - |
| 106 | 10 11 00 Visual Display Surfaces | M | $ 1,810 | | | | $ - | | $ 1,810 | $ - |
| 107 | 10 14 00 Identification Devices | L | $ 2,960 | | | | $ - | | $ 2,960 | $ - |
| 108 | 10 14 00 Identification Devices | M | $ 8,580 | | | | $ - | | $ 8,580 | $ - |
| 109 | 10 14 26 Post and Panel Signage | L | $ 350 | | | | $ - | | $ 350 | $ - |
| 110 | 10 14 26 Post and Panel Signage | M | $ 740 | | | | $ - | | $ 740 | $ - |
| 111 | 10 24 00 Equipment Screening | L | $ 37,150 | | | | $ - | | $ 37,150 | $ - |
| 112 | 10 24 00 Equipment Screening | M | $ 62,000 | | | | $ - | | $ 62,000 | $ - |
| 113 | 10 26 00 Wall and Door Protection | L | $ 490 | | | | $ - | | $ 490 | $ - |
| 114 | 10 26 00 Wall and Door Protection | M | $ 3,260 | | | | $ - | | $ 3,260 | $ - |
| 115 | 10 28 00 Toilet, Bath and Laundry Accessories | L | $ 1,760 | | | | $ - | | $ 1,760 | $ - |
| 116 | 10 28 00 Toilet, Bath and Laundry Accessories | M | $ 3,200 | | | | $ - | | $ 3,200 | $ - |
| 117 | 10 29 00 Bird and Pest Control | L | $ 2,660 | | | | $ - | | $ 2,660 | $ - |
| 118 | 10 29 00 Bird and Pest Control | M | $ 540 | | | | $ - | | $ 540 | $ - |
| 119 | 10 44 13 Fire Extinguisher Cabinets | L | $ 290 | | | | $ - | | $ 290 | $ - |
| 120 | 10 44 13 Fire Extinguisher Cabinets | M | $ 1,450 | | | | $ - | | $ 1,450 | $ - |
| 121 | 10 51 13 Metal Lockers | L | $ 2,580 | | | | $ - | | $ 2,580 | $ - |
| 122 | 10 51 13 Metal Lockers | M | $ 11,400 | | | | $ - | | $ 11,400 | $ - |
| 123 | 10 51 16 Wood Lockers | L | $ 4,450 | | | | $ - | | $ 4,450 | $ - |
| 124 | 10 51 16 Wood Lockers | M | $ 50,000 | | | | $ - | | $ 50,000 | $ - |
| 125 | 10 75 00 Flagpoles | L | $ 5,360 | | | | $ - | | $ 5,360 | $ - |
| | SUBTOTALS PAGE 6 | | $ 3,357,750 | $ - | $ 141,020 | $ 8,821 | $ 149,841 | 4% | $ 3,207,909 | $ 7,492 |

## CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:
ANKENY FIRE STATION #4

APPLICATION NUMBER: 1
APPLICATION DATE: 5-May-24
PERIOD TO: 30-Apr-24
ARCHITECT'S PROJECT NO: 901.4210

| A | B | | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description of Work | CAT | Scheduled Value | Work Completed<br>From Previous Application (D + E) | This Period | Materials Presently Stored (Not In D or E) | Total Completed And Stored To Date (D + E + F) | % (G/C) | Balance To Finish (C - G) | Retainage |
| 126 | 10 75 00 Flagpoles | M | $ 3,770 | | | | $ - | | $ 3,770 | $ - |
| 127 | 12 24 13 Roller Window Shades | L | $ 1,800 | | | | $ - | | $ 1,800 | $ - |
| 128 | 12 24 13 Roller Window Shades | M | $ 5,300 | | | | $ - | | $ 5,300 | $ - |
| 129 | 21 00 00 Fire Suppression System | L | $ 47,980 | | | | $ - | | $ 47,980 | $ - |
| 130 | 21 00 00 Fire Suppression System | M | $ 17,000 | | | | $ - | | $ 17,000 | $ - |
| 131 | 22 10 00 Plumbing Piping Systems and Valves | L | $ 81,600 | | | | $ - | | $ 81,600 | $ - |
| 132 | 22 10 00 Plumbing Piping Systems and Valves | M | $ 67,710 | | | | $ - | | $ 67,710 | $ - |
| 133 | 22 10 23 Natural Gas Piping Systems | L | $ 13,230 | | | | $ - | | $ 13,230 | $ - |
| 134 | 22 10 23 Natural Gas Piping Systems | M | $ 9,480 | | | | $ - | | $ 9,480 | $ - |
| 135 | 22 10 30 Plumbing Specialties | L | $ 8,370 | | | | $ - | | $ 8,370 | $ - |
| 136 | 22 10 30 Plumbing Specialties | M | $ 5,500 | | | | $ - | | $ 5,500 | $ - |
| 137 | 22 11 23 Domestic Water Pumps | L | $ 2,690 | | | | $ - | | $ 2,690 | $ - |
| 138 | 22 11 23 Domestic Water Pumps | M | $ 3,100 | | | | $ - | | $ 3,100 | $ - |
| 139 | 22 30 00 Plumbing Equipment | L | $ 11,700 | | | | $ - | | $ 11,700 | $ - |
| 140 | 22 30 00 Plumbing Equipment | M | $ 14,300 | | | | $ - | | $ 14,300 | $ - |
| 141 | 22 40 00 Plumbing Fixtures | L | $ 26,320 | | | | $ - | | $ 26,320 | $ - |
| 142 | 22 40 00 Plumbing Fixtures | M | $ 71,540 | | | | $ - | | $ 71,540 | $ - |
| 143 | 23 05 93 Testing, Adjusting, and Balancing | LM | $ 13,120 | | | | $ - | | $ 13,120 | $ - |
| 144 | 23 07 13 Duct Insulation | L | $ 4,860 | | | | $ - | | $ 4,860 | $ - |
| 145 | 23 07 13 Duct Insulation | M | $ 6,270 | | | | $ - | | $ 6,270 | $ - |
| 146 | 23 07 19 HVAC Pipe Insulation | L | $ 11,830 | | | | $ - | | $ 11,830 | $ - |
| 147 | 23 07 19 HVAC Pipe Insulation | M | $ 13,150 | | | | $ - | | $ 13,150 | $ - |
| 148 | 23 09 00 Controls | LM | $ 231,120 | | | | $ - | | $ 231,120 | $ - |
| 149 | 23 21 00 Hydronic Piping Systems and Valves | L | $ 32,230 | | | | $ - | | $ 32,230 | $ - |
| 150 | 23 21 00 Hydronic Piping Systems and Valves | M | $ 21,000 | | | | $ - | | $ 21,000 | $ - |
| | SUBTOTALS PAGE 7 | | $ 4,082,720 | $ - | $ 141,020 | $ 8,821 | $ 149,841 | 4% | $ 3,932,879 | $ 7,492 |

## CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:
ANKENY FIRE STATION #4

APPLICATION NUMBER: 1
APPLICATION DATE: 5-May-24
PERIOD TO: 30-Apr-24
ARCHITECT'S PROJECT NO: 901.4210

| A | B | | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description of Work | CAT | Scheduled Value | Work Completed<br>From Previous Application (D + E) | This Period | Materials Presently Stored (Not In D or E) | Total Completed And Stored To Date (D + E + F) | % (G/C) | Balance To Finish (C - G) | Retainage |
| 151 | 23 21 23 HVAC Pumps | L | $ 15,210 | | | | $ - | | $ 15,210 | $ - |
| 152 | 23 21 23 HVAC Pumps | M | $ 23,110 | | | | $ - | | $ 23,110 | $ - |
| 153 | 23 25 00 Chemical Treatment Systems | L | $ 7,020 | | | | $ - | | $ 7,020 | $ - |
| 154 | 23 25 00 Chemical Treatment Systems | M | $ 4,500 | | | | $ - | | $ 4,500 | $ - |
| 155 | 23 31 00 Ductwork | L | $ 75,950 | | | | $ - | | $ 75,950 | $ - |
| 156 | 23 31 00 Ductwork | M | $ 57,710 | | | | $ - | | $ 57,710 | $ - |
| 157 | 23 34 16 Centrifugal Fans | L | $ 800 | | | | $ - | | $ 800 | $ - |
| 158 | 23 34 16 Centrifugal Fans | M | $ 1,700 | | | | $ - | | $ 1,700 | $ - |
| 159 | 23 34 23 Power Ventilators | L | $ 1,590 | | | | $ - | | $ 1,590 | $ - |
| 160 | 23 34 23 Power Ventilators | M | $ 6,690 | | | | $ - | | $ 6,690 | $ - |
| 161 | 23 37 00 Grilles, Registers, and Diffusers | L | $ 7,000 | | | | $ - | | $ 7,000 | $ - |
| 162 | 23 37 00 Grilles, Registers, and Diffusers | M | $ 42,740 | | | | $ - | | $ 42,740 | $ - |
| 163 | 23 57 33 Geothermal Heat Exchanger | L | $ 99,590 | | | | $ - | | $ 99,590 | $ - |
| 164 | 23 57 33 Geothermal Heat Exchanger | M | $ 45,900 | | | | $ - | | $ 45,900 | $ - |
| 165 | 23 74 23.13 Gas Fired Make-Up Air Units | L | $ 3,180 | | | | $ - | | $ 3,180 | $ - |
| 166 | 23 74 23.13 Gas Fired Make-Up Air Units | M | $ 20,240 | | | | $ - | | $ 20,240 | $ - |
| 167 | 23 75 13 Packaged Water Source Dedicated Outsi | L | $ 3,800 | | | | $ - | | $ 3,800 | $ - |
| 168 | 23 75 13 Packaged Water Source Dedicated Outsi | M | $ 55,360 | | | | $ - | | $ 55,360 | $ - |
| 169 | 23 81 46 Packaged Water Source Heat Pumps | L | $ 7,960 | | | | $ - | | $ 7,960 | $ - |
| 170 | 23 81 46 Packaged Water Source Heat Pumps | M | $ 43,990 | | | | $ - | | $ 43,990 | $ - |
| 171 | 23 82 00 Terminal Heat Transfer Equipment | L | $ 5,550 | | | | $ - | | $ 5,550 | $ - |
| 172 | 23 82 00 Terminal Heat Transfer Equipment | M | $ 20,180 | | | | $ - | | $ 20,180 | $ - |
| 173 | 26 05 13 Wire and Cable | L | $ 22,820 | | | | $ - | | $ 22,820 | $ - |
| 174 | 26 05 13 Wire and Cable | M | $ 33,000 | | | | $ - | | $ 33,000 | $ - |
| 175 | 26 05 33 Conduit and Boxes | L | $ 44,470 | | | | $ - | | $ 44,470 | $ - |
| | SUBTOTALS PAGE 8 | | $ 4,732,780 | $ - | $ 141,020 | $ 8,821 | $ 149,841 | 3% | $ 4,582,939 | $ 7,492 |

## CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
PROJECT:
ANKENY FIRE STATION #4

APPLICATION NUMBER: 1
APPLICATION DATE: 5-May-24
PERIOD TO: 30-Apr-24
ARCHITECT'S PROJECT NO: 901.4210

| A | B | | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description of Work | CAT | Scheduled Value | Work Completed | | Materials Presently Stored (Not In D or E) | Total Completed And Stored To Date (D + E + F) | % (G/C) | Balance To Finish (C - G) | Retainage |
| | | | | From Previous Application (D + E) | This Period | | | | | |
| 176 | 26 05 33 Conduit and Boxes | M | $ 46,500 | | | | $ - | | $ 46,500 | $ - |
| 177 | 26 05 73 Power System Study | LM | $ 2,930 | | | | $ - | | $ 2,930 | $ - |
| 178 | 26 05 17 Electric Heat Trace and Snow Melt | LM | $ 18,500 | | | | $ - | | $ 18,500 | $ - |
| 179 | 26 24 16 Panelboards (Distribution Equipment) | L | $ 14,040 | | | | $ - | | $ 14,040 | $ - |
| 180 | 26 24 16 Panelboards (Distribution Equipment) | M | $ 92,000 | | | | $ - | | $ 92,000 | $ - |
| 181 | 26 27 26 Wiring Devices | L | $ 7,610 | | | | $ - | | $ 7,610 | $ - |
| 182 | 26 27 26 Wiring Devices | M | $ 9,000 | | | | $ - | | $ 9,000 | $ - |
| 183 | 26 36 00 Transfer Switch | M | $ 34,000 | | | | $ - | | $ 34,000 | $ - |
| 184 | 26 51 19 LED Lighting & Lighting Control | L | $ 33,940 | | | | $ - | | $ 33,940 | $ - |
| 185 | 26 51 19 LED Lighting & Lighting Control | M | $ 137,000 | | | | $ - | | $ 137,000 | $ - |
| 186 | 27 05 28 Interior Communications Pathways | L | $ 9,950 | | | | $ - | | $ 9,950 | $ - |
| 187 | 27 05 28 Interior Communications Pathways | M | $ 9,000 | | | | $ - | | $ 9,000 | $ - |
| 188 | 27 05 43 Exterior Communications Pathways | L | $ 4,450 | | | | $ - | | $ 4,450 | $ - |
| 189 | 27 05 43 Exterior Communications Pathways | M | $ 1,200 | | | | $ - | | $ 1,200 | $ - |
| 190 | 27 13 00 Structured Cabling Requirements | L | $ 33,350 | | | | $ - | | $ 33,350 | $ - |
| 191 | 27 13 00 Structured Cabling Requirements | M | $ 26,500 | | | | $ - | | $ 26,500 | $ - |
| 192 | 28 31 00 Fire Alarm and Detection Systems | L | $ 24,580 | | | | $ - | | $ 24,580 | $ - |
| 193 | 28 31 00 Fire Alarm and Detection Systems | M | $ 42,000 | | | | $ - | | $ 42,000 | $ - |
| 194 | 31 20 00 Earthwork, Subgrade, and Subbase | LM | $ 150,080 | | $ 110,000 | | $ 110,000 | 73% | $ 40,080 | $ 5,500 |
| 195 | 31 25 00 Erosion and Sediment Control | LM | $ 9,950 | | $ 2,800 | | $ 2,800 | 28% | $ 7,150 | $ 140 |
| 196 | 32 13 13 Portland Cement Concrete Pavement | LM | $ 219,380 | | | | $ - | | $ 219,380 | $ - |
| 197 | 32 13 14 Sidewalks, Shared Use Paths, and Drive | LM | $ 32,180 | | | | $ - | | $ 32,180 | $ - |
| 198 | 32 17 23 Pavement Markings | LM | $ 1,290 | | | | $ - | | $ 1,290 | $ - |
| 199 | 32 92 19 Seeding | LM | $ 970 | | | | $ - | | $ 970 | $ - |
| 200 | 32 92 23 Sodding | LM | $ 39,320 | | | | $ - | | $ 39,320 | $ - |
| | SUBTOTALS PAGE 9 | | $ 5,732,500 | $ - | $ 253,820 | $ 8,821 | $ 262,641 | 5% | $ 5,469,859 | $ 13,132 |

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION
PROJECT:
ANKENY FIRE STATION #4

APPLICATION NUMBER: 1
APPLICATION DATE: 5-May-24
PERIOD TO: 30-Apr-24
ARCHITECT'S PROJECT NO: 901.4210

| A | B | | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description of Work | CAT | Scheduled Value | Work Completed<br>From Previous Application (D + E) | This Period | Materials Presently Stored (Not In D or E) | Total Completed And Stored To Date (D + E + F) | % (G/C) | Balance To Finish (C - G) | Retainage |
| 201 | 32 93 00 Plant Material and Planting | LM | $ 34,460 | | | | $ - | | $ 34,460 | $ - |
| 202 | 33 14 16 Water Main & Accessories | L | $ 29,080 | | $ 17,950 | | $ 17,950 | 62% | $ 11,130 | $ 898 |
| 203 | 33 14 16 Water Main & Accessories | M | $ 32,950 | | $ 18,000 | | $ 18,000 | 55% | $ 14,950 | $ 900 |
| 204 | 33 31 13 Sanitary Utility Piping | L | $ 12,870 | | | | $ - | | $ 12,870 | $ - |
| 205 | 33 31 13 Sanitary Utility Piping | M | $ 4,050 | | | | $ - | | $ 4,050 | $ - |
| 206 | 33 41 00 Subdrains and Footing Drain Collectors | L | $ 5,270 | | | | $ - | | $ 5,270 | $ - |
| 207 | 33 41 00 Subdrains and Footing Drain Collectors | M | $ 2,500 | | | | $ - | | $ 2,500 | $ - |
| 208 | 33 42 11 Storm Utility | L | $ 38,620 | | | | $ - | | $ 38,620 | $ - |
| 209 | 33 42 11 Storm Utility | M | $ 57,700 | | | | $ - | | $ 57,700 | $ - |
| 210 | | | | | | | $ - | | $ - | $ - |
| 211 | | | | | | | $ - | | $ - | $ - |
| 212 | | | | | | | $ - | | $ - | $ - |
| 213 | | | | | | | $ - | | $ - | $ - |
| 214 | | | | | | | $ - | | $ - | $ - |
| 215 | | | | | | | $ - | | $ - | $ - |
| 216 | | | | | | | $ - | | $ - | $ - |
| 217 | | | | | | | $ - | | $ - | $ - |
| 218 | | | | | | | $ - | | $ - | $ - |
| 219 | | | | | | | $ - | | $ - | $ - |
| 220 | | | | | | | $ - | | $ - | $ - |
| 221 | | | | | | | $ - | | $ - | $ - |
| 222 | | | | | | | $ - | | $ - | $ - |
| 223 | | | | | | | $ - | | $ - | $ - |
| 224 | | | | | | | $ - | | $ - | $ - |
| 225 | | | | | | | $ - | | $ - | $ - |
| | SUBTOTALS PAGE 10 | | $ 5,950,000 | $ - | $ 289,770 | $ 8,821 | $ 298,591 ✓ | 5% | $ 5,651,409 | $ 14,930 ✓ |

14,929.55
=$14,930

MS

Page 12 of 12
Application for Payment No. 1
Project: Ankeny Fire Station #4

# Tabulation of Stored Materials

Contractor: HPC, L.L.C.
Application Date:
04/03/2024

| Invoice No. (Materials Added) | Description of Material | (1) Materials Stored in Last Application | | *(2) Material Added Since Last Application | | (3) Materials Used Since Last Application | | (4) Materials Stored in This Application | |
|---|---|---|---|---|---|---|---|---|---|
| | | On-Site | Off-Site | On-Site | Off-Site | On-Site | Off-Site | On-Site | Off-Site |
| | | | | | | | | | |
| Nucor 444304A | Masonry Rebar | $0.00 | $0.00 | $8,821.06 | | | | $8,821.06 | $0.00 |
| | | $0.00 | $0.00 | | | | | $0.00 | $0.00 |
| | | $0.00 | $0.00 | | | | | $0.00 | $0.00 |
| | | $0.00 | $0.00 | | | | | $0.00 | $0.00 |
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| | | $0.00 | $0.00 | | | | | $0.00 | $0.00 |
| | | $0.00 | $0.00 | | | | | $0.00 | $0.00 |
| | | $0.00 | $0.00 | | | | | $0.00 | $0.00 |
| TOTAL | | $0.00 | $0.00 | $8,821.06 | $0.00 | $0.00 | $0.00 | $8,821.06 | $0.00 |

$8,821.06

Page: 1

## ucor Rebar Fabrication Midwest LLC

# INVOICE

illing Inquiries: Doty Bowers 260-572-1382 doty.bowers@nucor.com

**Invoice No.:** PSI444304A
**Application No.:** 1.00
**Invoice Date:** 04/28/24
**Bill Thru Date:** 04/28/24

Construction
ammer@hpikeconst.com

**Cust No:** H10875
**Terms:** Net 30 Days
**Cust PO No.:**
**Cust. Job No.:**

**Job No.:** 00524044
Ankeny Fire Station No. 4
2320 NW Weigel Drive
Ankeny, IA 50023
USA

| CONTRACT SUMMARY | CONTRACT | | | | TOTAL TO DATE | | PREVIOUS TO DATE | | THIS INVOICE | |
|---|---|---|---|---|---|---|---|---|---|---|
| *mary Line Item* | *Quantity* | *UM* | *Rate* | *Amount* | *Quantity* | *Amount* | *Quantity* | *Amount* | *Quantity* | *Amount* |
| riginal Contract | | | | 9,624.00 | | 8,821.06 | | | | 8,821.06 |
| Less: Previously Invoiced | | | | | | | | | | |
| | **AMOUNT DUE & PAYABLE** | | | | | **$ 8,821.06** | | | | **$ 8,821.06** |

| CONTRACT DETAILS | | | CONTRACT | | | | TOTAL TO DATE | | PREVIOUS TO DATE | | THIS INVOICE | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *Bid Item* | *Description* | *Cust. Ref. #* | *Quantity* | *UM* | *Rate* | *Amount* | *Quantity* | *Amount* | *Quantity* | *Amount* | *Quantity* | *Amount* |
| 002 | Masonry Reinf - Building | | 8.570 | TON | 1,122.98716 | 9,624.00 | 7.855 | 8,821.06 | | | 7.855 | 8,821.06 |
| | Total Original Contract | | | | | 9,624.00 | | 8,821.06 | | | | 8,821.06 |

***Shipment Detail:***

BL474915A 04/24/24

Stored - on-site

JOB #: 150
SUBCONTRACT #: 153 PO
PURCHASE ORDER #:
CHANGE ORDER #: -
NOTES:

PM APPROVAL:

**Remit To:** Nucor Rebar Fabrication Midwest LLC
1342 South Grandstaff Drive Auburn, IN 46706

NO STATEMENTS ISSUED - PLEASE PAY BY INVOICE
A SERVICE CHARGE OF 18% PER ANNUM WILL BE CHARGED ON OVERDUE ACCOUNTS

Do NOT accept new or changed remittance directions without calling (260) 927-3075 to confirm the legitimacy of the request.

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #17 in the amount of $11,197.38 to HR Green, Inc., for construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Payment #17 |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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

---

**Date of Council Meeting:** May 20, 2024 **Payment Application #:** 17

**Payment Period:** From: March 30, 2024 Through: April 26, 2024

**Contract Summary:**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 355,700.00 | | |
| Net Change by Change Orders: | $ 473,813.00 | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 829,513.00 | |
| Total Completed and Stored to Date: | $ 649,119.69 | | |
| Retainage: 0 % of Completed Work: | $ - | | |
| Total Earned Less Retainage: | | $ 649,119.69 | |
| Less Previous Applications for Payment: | | $ 637,922.31 | |
| SUBTOTAL: | | | $ 11,197.38 |
| OTHER CHARGES: | | | $ - |
| **CURRENT PAYMENT DUE:** | | | **$ 11,197.38** |
| Balance to Finish, Including Retainage: | | $ 180,393.31 | |
| Contract Time Remaining: | - | Working Days | |

---

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

Construction Contractor Approval: HR Green, Inc.
Firm Name

Signature Date

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

Signature Date May 1, 2024

City of Ankeny Staff Approval:

Signature Date 5/13/2024

---

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

Date Printed: 5/1/2024

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

**Previous Applications for Payment:**

| No. | Date | Amount |
|---|---|---|
| 1 | 4/1822 | $ 45,993.75 |
| 2 | June 6, 2022 | $ 69,475.00 |
| 3 | August 15, 2022 | $ 59,151.51 |
| 4 | October 3, 2022 | $ 36,117.50 |
| 5 | October 17, 2022 | $ 65,290.75 |
| 6 | November 7, 2022 | $ 66,482.50 |
| 7 | January 3, 2023 | $ 29,525.63 |
| 8 | August 7, 2023 | $ 2,217.00 |
| 9 | September 18, 2023 | $ 40,890.60 |
| 10 | October 2, 2023 | $ 26,102.28 |
| 11 | November 6, 2023 | $ 74,065.26 |
| 12 | December 4, 2023 | $ 26,000.65 |
| 13 | December 18, 2023 | $ 27,985.75 |
| 14 | February 5, 2024 | $ 35,957.25 |
| 15 | February 19, 2024 | $ 8,718.68 |
| 16 | April 15, 2024 | $ 6,924.97 |
| 17 | May 6, 2024 | $ 17,023.23 |
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**Previous Applications for Payment:**

| No. | Date | Amount |
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**PREVIOUS PAY APPS TOTAL = $ 637,922.31**

**Record of Change Orders:**

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

**Contract Time Remaining:**

Contract Period: Working Days
Construction Start Date:

**Substantial Completion:**

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

**Full Completion:**

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

Date Printed: 5/1/2024

HRGreen

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

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

April 26, 2024

| | |
|---|---|
| Project No: | 210345.02 |
| Invoice No: | 174478 |
| **Invoice Total:** | **$11,217.27** |
| | - $19.89 |
| | **$11,197.38** |

City of Ankeny remitted an ACH payment totaling $15,643.65 for invoices #171667 & #172517. Those two invoices total $15,623.76 resulting in an overpayment of $19.89.

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

**Professional Services Through April 26, 2024**

Phase 11.0 Construction Phase Services

**Professional Personnel**

| | **Hours** | **Amount** | |
|---|---|---|---|
| Professional | 18.00 | 4,100.00 | |
| Junior Field Personnel | 55.00 | 6,310.00 | |
| Admin Coordinator | .50 | 65.00 | |
| Totals | 73.50 | 10,475.00 | |
| **Total Labor** | | | **10,475.00** |

**Unit Charges**

| | | |
|---|---|---|
| Mileage 0.67 | 573.52 | |
| **Total Unit Charges** | **573.52** | **573.52** |
| **Total this Phase** | | **$11,048.52** |

Phase 12.0 Construction Phase Services - Fiber Optic

**Professional Personnel**

| | **Hours** | **Amount** | |
|---|---|---|---|
| Professional | .75 | 168.75 | |
| Totals | .75 | 168.75 | |
| **Total Labor** | | | **168.75** |
| **Total this Phase** | | | **$168.75** |

**Billing Limits**

| | **Current** | **Prior** | **To-Date** |
|---|---|---|---|
| Total Billings | 11,217.27 | 251,702.42 | 262,919.69 |
| Limit | | | 443,313.00 |
| Remaining | | | 180,393.31 |

**$11,217.27**
- $19.89

**Total this Invoice** **$11,197.38**

**Outstanding Invoices**

| **Number** | **Date** | **Balance** |
|---|---|---|
| 173628 | 4/5/2024 | 17,003.34 |
| **Total** | | **17,003.34** |

**Total Now Due** **$28,220.61**

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.

HRGreen
▷5525 Merle Hay Road | Suite 200 | Johnston, IA 50131
**Main** 515.278.2913 + **Fax** 515.278.1846
▷HRGREEN.COM

May 1, 2024

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

---

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

Dear Jim:

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

| | |
|---|---|
| Attached Invoice # | 174478 |
| Period covered by invoice | 3/30/24 – 4/26/24 |
| Amount this invoice | $11,217.27 - $19.89 =<br>$11,197.38 |
| Total billings to date, including this invoice | $634,936.44 |
| Contract maximum fee | $829,513.00 |
| % of Contract billed to date | 76.54% |

Summary of services during this billing period:

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

Comments:
City of Ankeny remitted an ACH payment totaling $15,643.65 for invoices #171667 & #172517. Those two invoices total $15,623.76 resulting in an overpayment of $19.89.

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

Best regards,

**HR GREEN, INC.**

Tony Babcock, P.E.

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

---

ACTION REQUESTED:

Motion

---

LEGAL:

No Review Required

---

SUBJECT:

Consider motion to approve Payment #1 in the amount of $648,452.05 to InRoads, LLC, for construction 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 #1 |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of
Ankeny
bringing it all together

**Project Title:** NW 36th Street and NW Weigel Drive HMA resrufacing
**Contractor:** InRoads, LLC
**Address:** 4761 NE 20th Lane, Des Moines, IA 50313
**Finance Budget Code:** 895.3895.4451 **Finance Project #:** 895.4451
**Vendor Project #:** N/A **Purchase Order #:** N/A
**Original Contract Date:** February 19, 2024 **Vendor Account #:** 9658

---

**Date of Council Meeting:** May 20, 2024 **Payment Application #:** 1

**Payment Period:** From: April 8, 2024 Through: May 4, 2024

**Contract Summary:**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 1,691,525.00 | | |
| Net Change by Change Orders: | $ - | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 1,691,525.00 | |
| Total Completed and Stored to Date: | $ 682,581.11 | | |
| Retainage: 5 % of Completed Work: | $ 34,129.06 | | |
| Total Earned Less Retainage: | | $ 648,452.05 | |
| Less Previous Applications for Payment: | | $ - | |
| SUBTOTAL: | | | $ 648,452.05 |
| OTHER CHARGES: | | | $ - |
| **CURRENT PAYMENT DUE:** | | | **$ 648,452.05** |
| Balance to Finish, Including Retainage: | | $ 1,043,072.95 | |

Contract Time Remaining (Substantial): 37.5 Working Days
Contract Time Remaining (Final): 10.0 Working Days

---

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

Construction Contractor Approval: InRoads, LLC
Firm Name

Signature
Date 5/10/24

Engineer / Consultant Approval:
Firm Name

Signature
Date

City of Ankeny Staff Approval:

Signature
Date 5/10/2024

---

Submit to: Jim Haberichter, P.E.
E-mail: Jhaberichter@AnkenyIowa.gov Phone Number: (515) 963-3536

Date Printed: 5/9/2024

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

**Previous Applications for Payment:**

| No. | Date | Amount |
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**Previous Applications for Payment:**

| No. | Date | Amount |
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**PREVIOUS PAY APPS TOTAL = $ -**

**Record of Change Orders:**

| No. | Date | Amount |
|---|---|---|
| 1 | April 1, 2024 | $ - |
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**CHANGE ORDER TOTAL = $ -**

**Contract Time Remaining:**

Contract Period: Working Days
Construction Start Date: April 8, 2024

**Substantial Completion:**

Contract Working Days: 50.0
Added by Change Order:
Total Working Days: 50.0
Working Days Used to Date: 12.5
Working Days Remaining: **37.5**

**Full Completion:**

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

Date Printed: 5/9/2024

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

| ITEM NO. | DESCRIPTION (Include Change Order # if Applicable) | UNITS | ORIGINAL PROPOSED QUANTITY | QUANTITY CHANGE (BY CHANGE ORDER) | TOTAL QUANTITY | UNIT PRICE | EXTENDED PRICE | TOTAL QUANTITY THIS PAY PERIOD | TOTAL VALUE THIS PAY PERIOD | TOTAL QUANTITY FROM PREVIOUS PAY PERIODS | TOTAL QUANTITY COMPLETE | TOTAL VALUE OF COMPLETED WORK | REMAINING QUANTITY | PERCENT COMPLETE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | EARTHWORK | | | | | | | | | | | | | |
| 2.01 | Topsoil, On-site | CY | 3,530.00 | | 3,530.00 | $ 25.00 | $ 88,250.00 | 883.00 | $ 22,075.00 | | 883.00 | $ 22,075.00 | 2,647.00 | 25.01% |
| 2.02 | Excavation, Class 10 | CY | 2,361.00 | | 2,361.00 | $ 13.00 | $ 30,693.00 | 1,181.00 | $ 15,353.00 | | 1,181.00 | $ 15,353.00 | 1,180.00 | 50.02% |
| 2.03 | Subgrade Preperation, 8 In. Depth | SY | 30,315.00 | | 30,315.00 | $ 4.60 | $ 139,449.00 | 14,016.00 | $ 64,473.60 | | 14,016.00 | $ 64,473.60 | 16,299.00 | 46.23% |
| 2.04 | Subgrade Treatment, 8 In. Depth, 6% Cement | TON | 655.00 | | 655.00 | $ 139.00 | $ 91,045.00 | 205.59 | $ 28,577.01 | | 205.59 | $ 28,577.01 | 449.41 | 31.39% |
| 2.05 | Compaction Testing | LS | 1.00 | | 1.00 | $ 1,800.00 | $ 1,800.00 | 0.50 | $ 900.00 | | 0.50 | $ 900.00 | 0.50 | 50.00% |
| | SEWERS AND DRAINS | | | | | | | | | | | | | |
| 4.01 | Pipe Culvert, Trenched, CMP, 24 In. Dia. | LF | 17.00 | | 17.00 | $ 141.00 | $ 2,397.00 | | $ - | | 0.00 | $ - | 17.00 | 0.00% |
| 4.02 | Pipe Culvert, Trenched, CMP, 30 In. Dia. | LF | 73.00 | | 73.00 | $ 154.00 | $ 11,242.00 | | $ - | | 0.00 | $ - | 73.00 | 0.00% |
| 4.03 | Pipe Apron, CMP 24 In. Dia. | EA | 2.00 | | 2.00 | $ 743.00 | $ 1,486.00 | | $ - | | 0.00 | $ - | 2.00 | 0.00% |
| 4.04 | Pipe Apron, CMP 30 In. Dia. | EA | 6.00 | | 6.00 | $ 992.00 | $ 5,952.00 | | $ - | | 0.00 | $ - | 6.00 | 0.00% |
| 4.05 | Pipe Apron Guard, CMP, 24 In. Dia. | EA | 2.00 | | 2.00 | $ 218.00 | $ 436.00 | | $ - | | 0.00 | $ - | 2.00 | 0.00% |
| 4.06 | Pipe Apron Guard, CMP, 30 In. Dia. | EA | 6.00 | | 6.00 | $ 559.00 | $ 3,354.00 | | $ - | | 0.00 | $ - | 6.00 | 0.00% |
| 4.07 | Footing for Pipe Apron | EA | 8.00 | | 8.00 | $ 208.00 | $ 1,664.00 | | $ - | | 0.00 | $ - | 8.00 | 0.00% |
| | STREETS AND RELATED WORK | | | | | | | | | | | | | |
| 7.01 | Pavement, Asphalt, 2 In. Surface Course, 1/2 In. Mix, PG 58- | TON | 3,229.00 | | 3,229.00 | $ 93.00 | $ 300,297.00 | 1,610.00 | $ 149,730.00 | | 1,610.00 | $ 149,730.00 | 1,619.00 | 49.86% |
| 7.02 | Pavement, Asphalt, 2 In. Intermediate Course, 1/2 In. Mix, PG | TON | 3,267.00 | | 3,267.00 | $ 93.00 | $ 303,831.00 | 1,655.00 | $ 153,915.00 | | 1,655.00 | $ 153,915.00 | 1,612.00 | 50.66% |
| 7.03 | Pavement, Asphalt, 3 In. Base Course, 3/4 In. Mix, PG 58-28H | TON | 2,783.00 | | 2,783.00 | $ 93.00 | $ 258,819.00 | 2,452.00 | $ 228,036.00 | | 2,452.00 | $ 228,036.00 | 331.00 | 88.11% |
| 7.04 | Pavement, Asphalt, 4 In. Base Course, 3/4 In. Mix, PG 58-28H | TON | 2,832.00 | | 2,832.00 | $ 93.00 | $ 263,376.00 | | $ - | | 0.00 | $ - | 2,832.00 | 0.00% |
| 7.05 | Asphalt Pavement Samples and Testing | LS | 1.00 | | 1.00 | $ 2,800.00 | $ 2,800.00 | 0.50 | $ 1,400.00 | | 0.50 | $ 1,400.00 | 0.50 | 50.00% |
| 7.06 | Granular Surfacing on Road, Class A Crushed Stone | TON | 80.00 | | 80.00 | $ 35.25 | $ 2,820.00 | | $ - | | 0.00 | $ - | 80.00 | 0.00% |
| 7.07 | Subbase Over-excavation | CY | 50.00 | | 50.00 | $ 18.00 | $ 900.00 | | $ - | | 0.00 | $ - | 50.00 | 0.00% |
| | TRAFFIC CONTROL | | | | | | | | | | | | | |
| 8.01 | Painted Pavement Markings, Durable | STA | 235.00 | | 235.00 | $ 65.00 | $ 15,275.00 | | $ - | | 0.00 | $ - | 235.00 | 0.00% |
| 8.02 | Painted Symbols and Legends, Durable | EA | 1.00 | | 1.00 | $ 600.00 | $ 600.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 8.03 | Grooves Cut for Pavement Markings | STA | 233.00 | | 233.00 | $ 50.00 | $ 11,650.00 | | $ - | | 0.00 | $ - | 233.00 | 0.00% |
| 8.04 | Grooves Cut for Symbols and Legends | EA | 1.00 | | 1.00 | $ 225.00 | $ 225.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 8.05 | Temporary Traffic Control | LS | 1.00 | | 1.00 | $ 22,332.00 | $ 22,332.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 8.06 | Portable Dynamic Message Board (PDMS) | CDAYS | 40.00 | | 40.00 | $ 110.00 | $ 4,400.00 | | $ - | | 0.00 | $ - | 40.00 | 0.00% |
| 8.07 | Traffic Signs | EA | 44.00 | | 44.00 | $ 165.00 | $ 7,260.00 | | $ - | | 0.00 | $ - | 44.00 | 0.00% |
| 8.08 | Wood Posts | LF | 480.00 | | 480.00 | $ 16.50 | $ 7,920.00 | | $ - | | 0.00 | $ - | 480.00 | 0.00% |
| | SITE WORK AND LANDSCAPING | | | | | | | | | | | | | |
| 9.01 | Conventional Seeding, Seeding, Fertilizing, Type 1 | AC | 0.12 | | 0.12 | $ 1,800.00 | $ 216.00 | | $ - | | 0.00 | $ - | 0.12 | 0.00% |
| 9.02 | Conventional Seeding, Seeding, Fertilizing, Type 2 or 3 | AC | 3.58 | | 3.58 | $ 1,100.00 | $ 3,938.00 | | $ - | | 0.00 | $ - | 3.58 | 0.00% |
| 9.03 | Conventional Seeding, Seeding, Fertilizing, Type 4 (Temp | AC | 9.10 | | 9.10 | $ 300.00 | $ 2,730.00 | | $ - | | 0.00 | $ - | 9.10 | 0.00% |
| 9.04 | Hydraulic Mulching (BFM) | AC | 9.10 | | 9.10 | $ 3,000.00 | $ 27,300.00 | | $ - | | 0.00 | $ - | 9.10 | 0.00% |
| 9.05 | Filter Socks, 12 In. | LF | 275.00 | | 275.00 | $ 2.50 | $ 687.50 | 100.00 | $ 250.00 | | 100.00 | $ 250.00 | 175.00 | 36.36% |
| 9.06 | Filter Socks, Removal | LF | 275.00 | | 275.00 | $ 1.00 | $ 275.00 | | $ - | | 0.00 | $ - | 275.00 | 0.00% |
| 9.07 | Silt Fence | LF | 4,075.00 | | 4,075.00 | $ 1.60 | $ 6,520.00 | | $ - | | 0.00 | $ - | 4,075.00 | 0.00% |
| 9.08 | Silt Fence, Removal of Device | LF | 4,075.00 | | 4,075.00 | $ 0.10 | $ 407.50 | | $ - | | 0.00 | $ - | 4,075.00 | 0.00% |
| 9.09 | Stabilized Construction Entrance | SY | 120.00 | | 120.00 | $ 20.00 | $ 2,400.00 | | $ - | | 0.00 | $ - | 120.00 | 0.00% |
| 9.10 | Erosion Control Mulching, Straw | AC | 12.80 | | 12.80 | $ 550.00 | $ 7,040.00 | | $ - | | 0.00 | $ - | 12.80 | 0.00% |
| | MISCELLANEOUS | | | | | | | | | | | | | |
| 11.01 | Mobilization | LS | 1.00 | | 1.00 | $ 33,333.00 | $ 33,333.00 | 0.50 | $ 16,666.50 | | 0.50 | $ 16,666.50 | 0.50 | 50.00% |
| 11.02 | Maintenance of Postal Service | LS | 1.00 | | 1.00 | $ 650.00 | $ 650.00 | 1.00 | $ 650.00 | | 1.00 | $ 650.00 | 0.00 | 100.00% |
| 11.03 | Maintenance of Solid Waste Collection | LS | 1.00 | | 1.00 | $ 555.00 | $ 555.00 | 1.00 | $ 555.00 | | 1.00 | $ 555.00 | 0.00 | 100.00% |
| 11.04 | Steel Beam Guard Rail | LF | 225.00 | | 225.00 | $ 112.00 | $ 25,200.00 | | $ - | | 0.00 | $ - | 225.00 | 0.00% |
| | CHANGE ORDER ITEMS | | | | | | | | | | | | | |
| 12.01 | | | | | 0.00 | | $ - | | $ - | | 0.00 | $ - | 0.00 | 0.00% |
| 12.02 | | | | | 0.00 | | $ - | | $ - | | 0.00 | $ - | 0.00 | 0.00% |
| 12.03 | | | | | 0.00 | | $ - | | $ - | | 0.00 | $ - | 0.00 | 0.00% |

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $1,691,525.00 PAY PERIOD = $ 682,581.11 COMPLETED = $ 682,581.11 40.35%

Date printed: 5/9/2024

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of $126,826.90 to Iowa Civil Contracting, Inc., for construction services on the 2024 PCC Pavement Preservation Program - Crack and Jointing Filling project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

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## ADDITIONAL INFORMATION:

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## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Payment #1 |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

| | | | |
|---|---|---|---|
| **Project Title:** | 2024 PCC Pavement Preservation Program - Crack and Joint Filling | | |
| **Contractor:** | Iowa Civil Contracting, Inc. | | |
| **Address:** | 1106 3rd Street PO Box Q Victor, IA 52347 | | |
| **Finance Budget Code:** | 915.3915.4451 | **Finance Project #:** | 915.4451 |
| **Vendor Project #:** | | **Purchase Order #:** | |
| **Original Contract Date:** | April 1, 2024 | **Vendor Account #:** | 9633 |

---

**Date of Council Meeting:** May 20, 2024 **Payment Application #:** 1

**Payment Period:** From: April 1, 2024 Through: May 4, 2024

**Contract Summary:**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 492,635.80 | | |
| Net Change by Change Orders: | $ 3,500.00 | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 496,135.80 | |
| | | | |
| Total Completed and Stored to Date: | $ 133,502.00 | | |
| Retainage: 5 % of Completed Work: | $ 6,675.10 | | |
| Total Earned Less Retainage: | | $ 126,826.90 | |
| Less Previous Applications for Payment: | | $ - | |
| SUBTOTAL: | | | $ 126,826.90 |
| | | | |
| OTHER CHARGES: | | | $ - |
| | | | |
| **CURRENT PAYMENT DUE:** | | | **$ 126,826.90** |
| | | | |
| Balance to Finish, Including Retainage: | | $ 369,308.90 | |
| | | | |
| Contract Time Remaining (Substantial): | - | Working Days | |
| Contract Time Remaining (Full): | 19.0 | Working Days | |

---

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

Construction Contractor Approval: Iowa Civil Contracting, Inc.
Firm Name

Signature
Date 5/10/24

Engineer / Consultant Approval:
Firm Name

Signature
Date

City of Ankeny Staff Approval:

Signature Adam Lust
Date 05/10/24

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

E-mail: Alust@AnkenyIowa.ggov Phone Number: (515) 963-3537

Date Printed: 5/8/2024

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

| ITEM NO. | DESCRIPTION (Include Change Order # If Applicable) | UNITS | ORIGINAL PROPOSED QUANTITY | QUANTITY CHANGE (BY CHANGE ORDER) | TOTAL QUANTITY | UNIT PRICE | EXTENDED PRICE | TOTAL QUANTITY THIS PAY PERIOD | TOTAL VALUE THIS PAY PERIOD | TOTAL QUANTITY FROM PREVIOUS PAY PERIODS | TOTAL QUANTITY COMPLETE | TOTAL VALUE OF COMPLETED WORK | REMAINING QUANTITY | PERCENT COMPLETE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | STRUCTURES FOR SANITARY AND STORM SEWERS | | | | | | | | | | | | | |
| 6.01 | Intake Adjustment, Minor, Single Grate | EA | 3.00 | | 3.00 | $ 3,500.00 | $ 10,500.00 | 3.00 | $ 10,500.00 | | 3.00 | $ 10,500.00 | 0.00 | 100.00% |
| 6.02 | Intake Adjustment, Minor, Double Grate | EA | 2.00 | (1.00) | 1.00 | $ 4,000.00 | $ 4,000.00 | 1.00 | $ 4,000.00 | | 1.00 | $ 4,000.00 | 0.00 | 100.00% |
| 6.03 | Intake Adjustment, Major, Single Grate | EA | 1.00 | 1.00 | 2.00 | $ 7,500.00 | $ 15,000.00 | 2.00 | $ 15,000.00 | | 2.00 | $ 15,000.00 | 0.00 | 100.00% |
| | STREETS AND RELATED WORK | | | | | | | | | | | | | |
| 7.01 | Full Depth Patches, PCC, Class C-SUD, 7" Thick | SY | 507.00 | | 507.00 | $ 161.00 | $ 81,627.00 | 507.00 | $ 81,627.00 | | 507.00 | $ 81,627.00 | 0.00 | 100.00% |
| 7.02 | Subbase Over-excavation, 6" Depth | SY | 125.00 | | 125.00 | $ 26.36 | $ 3,295.00 | 0.00 | $ - | | 0.00 | $ - | 125.00 | 0.00% |
| 7.03 | Crack and Joint Cleaning and Filling, Hot Pour | LF | 150,154.00 | | 150,154.00 | $ 2.20 | $ 330,338.80 | 0.00 | $ - | | 0.00 | $ - | 150,154.00 | 0.00% |
| | TRAFFIC CONTROL | | | | | | | | | | | | | |
| 8.01 | Temporary Traffic Control | LS | 1.00 | | 1.00 | $ 9,500.00 | $ 9,500.00 | 0.25 | $ 2,375.00 | | 0.25 | $ 2,375.00 | 0.75 | 25.00% |
| 8.02 | Portable Dynamic Message Sign (PDMS) | CDAY | 20.00 | | 20.00 | $ 137.50 | $ 2,750.00 | 0.00 | $ - | | 0.00 | $ - | 20.00 | 0.00% |
| | SITE WORK AND LANDSCAPING | | | | | | | | | | | | | |
| 9.01 | Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding | AC | 0.05 | | 0.05 | $ 82,500.00 | $ 4,125.00 | 0.00 | $ - | | 0.00 | $ - | 0.05 | 0.00% |
| | MISCELLANEOUS | | | | | | | | | | | | | |
| 11.01 | Mobilization | LS | 1.00 | | 1.00 | $ 30,000.00 | $ 30,000.00 | 0.50 | $ 15,000.00 | | 0.50 | $ 15,000.00 | 0.50 | 50.00% |
| 11.02 | Concrete Washout | LS | 1.00 | | 1.00 | $ 5,000.00 | $ 5,000.00 | 1.00 | $ 5,000.00 | | 1.00 | $ 5,000.00 | 0.00 | 100.00% |
| | CHANGE ORDER ITEMS | | | | | | | | | | | | | |
| 12.01 | | | | | 0.00 | | $ - | | $ - | | 0.00 | $ - | 0.00 | 0.00% |
| 12.02 | | | | | 0.00 | | $ - | | $ - | | 0.00 | $ - | 0.00 | 0.00% |
| 12.03 | | | | | 0.00 | | $ - | | $ - | | 0.00 | $ - | 0.00 | 0.00% |
| 12.04 | | | | | 0.00 | | $ - | | $ - | | 0.00 | $ - | 0.00 | 0.00% |
| 12.05 | | | | | 0.00 | | $ - | | $ - | | 0.00 | $ - | 0.00 | 0.00% |

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $ 496,135.80 PAY PERIOD = $ 133,502.00 COMPLETED = $ 133,502.00 26.91%

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

**Previous Applications for Payment:**

| No. | Date | Amount |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
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| 34 | | |
| 35 | | |

**Previous Applications for Payment:**

| No. | Date | Amount |
|---|---|---|
| 36 | | |
| 37 | | |
| 38 | | |
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| 70 | | |

**PREVIOUS PAY APPS TOTAL = $ -**

**Record of Change Orders:**

| No. | Date | Amount |
|---|---|---|
| 1 | May 20, 2024 | $ 3,500.00 |
| 2 | | |
| 3 | | |
| 4 | | |
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| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |

**CHANGE ORDER TOTAL = $ 3,500.00**

**Contract Time Remaining:**

| | |
|---|---|
| Contract Period: | Working Days |
| Construction Start Date: | April 12, 2024 |

**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: | 30.0 |
| Added by Change Order: | |
| Total Working Days: | 30.0 |
| Working Days Used to Date: | 11.0 |
| Working Days Remaining: | **19.0** |

Date Printed: 5/8/2024

city of Ankeny
bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of $22,624.72 to Jasper Construction Services, Inc., for construction services on the SE Delaware Avenue and SE 54th Street 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:

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## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Payment #1 |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
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**Project Title:** SE Delaware Avenue and SE 54th Street Traffic Signal
**Contractor:** Jasper Construction Services, Inc.
**Address:** 928 N 19th Ave E, Newton, IA 50208
**Finance Budget Code:** 965.3965.4456 **Finance Project #:** 965.4456
**Vendor Project #:** **Purchase Order #:**
**Original Contract Date:** November 6, 2023 **Vendor Account #:** 9517

---

**Date of Council Meeting:** May 20, 2024 **Payment Application #:** 1

**Payment Period:** From: April 24, 2024 Through: April 30, 2024

**Contract Summary:**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 436,109.00 | | |
| Net Change by Change Orders: | $ 2,711.28 | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 438,820.28 | |
| Total Completed and Stored to Date: | $ 23,815.50 | | |
| Retainage: 5 % of Completed Work: | $ 1,190.78 | | |
| Total Earned Less Retainage: | | $ 22,624.72 | |
| Less Previous Applications for Payment: | | $ - | |
| SUBTOTAL: | | | $ 22,624.72 |
| OTHER CHARGES: | | | $ - |
| **CURRENT PAYMENT DUE:** | | | **$ 22,624.72** |
| Balance to Finish, Including Retainage: | | $ 416,195.56 | |

Contract Time Remaining (Substantial): 56.0 Working Days
Contract Time Remaining (Full): 10.0 Working Days

---

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

Construction Contractor Approval: Jasper Construction Services, Inc.
Firm Name

Signature
Date 5/10/24

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

Signature Andrew Houchin, P.E.
Date 5/10/24

City of Ankeny Staff Approval:

Leslie Hart
Signature
Date 5/10/24

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Submit to: *Leslie Hart*
E-mail: Lhart@ankenyiowa.gov Phone Number: *515-963-3548*

Date Printed: 5/10/2024

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

| ITEM NO. | DESCRIPTION (Include Change Order # If Applicable) | UNITS | ORIGINAL PROPOSED QUANTITY | QUANTITY CHANGE (BY CHANGE ORDER) | TOTAL QUANTITY | UNIT PRICE | EXTENDED PRICE | TOTAL QUANTITY THIS PAY PERIOD | TOTAL VALUE THIS PAY PERIOD | TOTAL QUANTITY FROM PREVIOUS PAY PERIODS | TOTAL QUANTITY COMPLETE | TOTAL VALUE OF COMPLETED WORK | REMAINING QUANTITY | PERCENT COMPLETE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | EARTHWORK | | | | | | | | | | | | | |
| 2.01 | Topsoil, Off-site | CY | 59 | | 59.00 | $ 60.00 | $ 3,540.00 | | $ - | | 0.00 | $ - | 59.00 | 0.00% |
| 2.02 | Excavation, Class 10 | CY | 131 | | 131.00 | $ 40.00 | $ 5,240.00 | 32.75 | $ 1,310.00 | | 32.75 | $ 1,310.00 | 98.25 | 25.00% |
| 2.03 | Subgrade Preparation | SY | 527 | | 527.00 | $ 5.00 | $ 2,635.00 | | $ - | | 0.00 | $ - | 527.00 | 0.00% |
| 2.04 | Subbase, Special Backfill, 6 inches | SY | 527 | | 527.00 | $ 12.50 | $ 6,587.50 | | $ - | | 0.00 | $ - | 527.00 | 0.00% |
| 2.05 | Compaction Testing | LS | 1 | | 1.00 | $ 2,500.00 | $ 2,500.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 2.06 | Temporary Granular Surface | TON | 15 | | 15.00 | $ 35.00 | $ 525.00 | | $ - | | 0.00 | $ - | 15.00 | 0.00% |
| | STREETS AND RELATED WORK | | | | | | | | | | | | | |
| 7.01 | Pavement, PCC, 10.5 In., C-SUD | SY | 478 | | 478.00 | $ 120.00 | $ 57,360.00 | | $ - | | 0.00 | $ - | 478.00 | 0.00% |
| 7.02 | PCC Pavement Samples and Testing | LS | 1 | | 1.00 | $ 2,000.00 | $ 2,000.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 7.03 | Removal of Sidewalk | SY | 163 | | 163.00 | $ 18.00 | $ 2,934.00 | 80.00 | $ 1,440.00 | | 80.00 | $ 1,440.00 | 83.00 | 49.08% |
| 7.04 | Sidewalk, PCC, 5 In. | SY | 106 | | 106.00 | $ 75.00 | $ 7,950.00 | | $ - | | 0.00 | $ - | 106.00 | 0.00% |
| 7.05 | Sidewalk, PCC, 6 In. | SY | 57 | | 57.00 | $ 85.00 | $ 4,845.00 | | $ - | | 0.00 | $ - | 57.00 | 0.00% |
| 7.06 | Detectable Warnings | SF | 132 | | 132.00 | $ 60.00 | $ 7,920.00 | | $ - | | 0.00 | $ - | 132.00 | 0.00% |
| 7.07 | Pavement Removal | SY | 215 | | 215.00 | $ 22.00 | $ 4,730.00 | | $ - | | 0.00 | $ - | 215.00 | 0.00% |
| | TRAFFIC CONTROL | | | | | | | | | | | | | |
| 8.01 | Traffic Signal | LS | 1 | | 1.00 | $ 195,000.00 | $ 195,000.00 | 0.04 | $ 7,800.00 | | 0.04 | $ 7,800.00 | 0.96 | 4.00% |
| 8.02 | Portable Dynamic Message Sign (PDMS) | CDAY | 35 | | 35.00 | $ 65.00 | $ 2,275.00 | 10.00 | $ 650.00 | | 10.00 | $ 650.00 | 25.00 | 28.57% |
| 8.03 | Type III - 24" x 36" Pre-cast Polymer-Concrete Handhole | EA | 3 | | 3.00 | $ 1,260.00 | $ 3,780.00 | | $ - | | 0.00 | $ - | 3.00 | 0.00% |
| 8.04 | Type IV - 30" x 48" Pre-cast Polymer-Concrete Handhole | EA | 2 | | 2.00 | $ 1,675.00 | $ 3,350.00 | | $ - | | 0.00 | $ - | 2.00 | 0.00% |
| 8.05 | Install One (1) Fiber Optic Cable - 24 CT SM (City Provided) | LF | 380 | | 380.00 | $ 3.45 | $ 1,311.00 | | $ - | | 0.00 | $ - | 380.00 | 0.00% |
| 8.06 | Install One (1) Fiber Optic Cable - 96 CT SM (City Provided) | LF | 6300 | | 6,300.00 | $ 2.20 | $ 13,860.00 | | $ - | | 0.00 | $ - | 6,300.00 | 0.00% |
| 8.07 | 2" HDPE Conduit, Trenched/Bored (Blue) | LF | 3630 | | 3,630.00 | $ 7.50 | $ 27,225.00 | | $ - | | 0.00 | $ - | 3,630.00 | 0.00% |
| 8.08 | Fiber Optic Splice | EA | 56 | | 56.00 | $ 30.00 | $ 1,680.00 | | $ - | | 0.00 | $ - | 56.00 | 0.00% |
| 8.09 | Splice Case | EA | 2 | | 2.00 | $ 205.00 | $ 410.00 | | $ - | | 0.00 | $ - | 2.00 | 0.00% |
| 8.10 | Mounted | EA | 2 | | 2.00 | $ 194.00 | $ 388.00 | | $ - | | 0.00 | $ - | 2.00 | 0.00% |
| 8.11 | Painted Pavement Marking, Durable | STA | 11.5 | | 11.50 | $ 550.00 | $ 6,325.00 | | $ - | | 0.00 | $ - | 11.50 | 0.00% |
| 8.12 | Painted Symbols and Legends, Durable | EA | 1 | | 1.00 | $ 250.00 | $ 250.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 8.13 | Grooves Cut for Pavement Markings | STA | 11.5 | | 11.50 | $ 295.00 | $ 3,392.50 | | $ - | | 0.00 | $ - | 11.50 | 0.00% |
| 8.14 | Grooves Cut for Symbols and Legends | EA | 1 | | 1.00 | $ 200.00 | $ 200.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 8.15 | Pavement Markings Removed | STA | 5 | | 5.00 | $ 255.00 | $ 1,275.00 | | $ - | | 0.00 | $ - | 5.00 | 0.00% |
| 8.16 | Temporary Traffic Control | LS | 1 | | 1.00 | $ 16,500.00 | $ 16,500.00 | 0.05 | $ 825.00 | | 0.05 | $ 825.00 | 0.95 | 5.00% |
| 8.17 | Remove and Reinstall Traffic Signs | EA | 2 | | 2.00 | $ 300.00 | $ 600.00 | | $ - | | 0.00 | $ - | 2.00 | 0.00% |
| 8.18 | Permanent Road Closure, Iowa DOT SI-182 | EA | 1 | | 1.00 | $ 1,250.00 | $ 1,250.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 8.19 | Signal Construction Modifications | LS | | 1 | 1.00 | $ 2,161.28 | $ 2,161.28 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| | SITE WORK AND LANDSCAPING | | | | | | | | | | | | | |
| 9.01 | Hydraulic Seeding, Seeding, Fertilizing, and Mulching, BFM | AC | 0.1 | | 0.10 | $ 25,000.00 | $ 2,500.00 | | $ - | | 0.00 | $ - | 0.10 | 0.00% |
| 9.02 | Filter Sock, 12 Inch. | LF | 300 | | 300.00 | $ 1.50 | $ 450.00 | | $ - | | 0.00 | $ - | 300.00 | 0.00% |
| 9.03 | Filter Sock, Removal | LF | 300 | | 300.00 | $ 0.01 | $ 3.00 | | $ - | | 0.00 | $ - | 300.00 | 0.00% |
| 9.04 | Inlet Protection Device, Grate | EA | 5 | | 5.00 | $ 95.00 | $ 475.00 | 2.00 | $ 190.00 | | 2.00 | $ 190.00 | 3.00 | 40.00% |
| 9.05 | Inlet Protection Device, Maintenance | EA | 5 | | 5.00 | $ 1.00 | $ 5.00 | | $ - | | 0.00 | $ - | 5.00 | 0.00% |
| 9.06 | Removal of Fence | LF | 66 | | 66.00 | $ 18.00 | $ 1,188.00 | 66.00 | $ 1,188.00 | | 66.00 | $ 1,188.00 | 0.00 | 100.00% |
| | MISCELLANEOUS | | | | | | | | | | | | | |
| 11.01 | Mobilization | LS | 1 | | 1.00 | $ 41,650.00 | $ 41,650.00 | 0.25 | $ 10,412.50 | | 0.25 | $ 10,412.50 | 0.75 | 25.00% |
| 11.02 | Concrete Washout | LS | 1 | | 1.00 | $ 2,000.00 | $ 2,000.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 11.03 | Revised Certificate of Insurance | LS | | 1 | 1.00 | $ 550.00 | $ 550.00 | 1.00 | $ 550.00 | | 1.00 | $ 550.00 | 0.00 | 100.00% |

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $ 438,820.28 PAY PERIOD = $ 23,815.50 COMPLETED = $ 23,815.50 5.43%

Date printed: 5/10/2024

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

**Previous Applications for Payment:**

| No. | Date | Amount |
|---|---|---|
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**Previous Applications for Payment:**

| No. | Date | Amount |
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**PREVIOUS PAY APPS TOTAL = $ -**

**Record of Change Orders:**

| No. | Date | Amount |
|---|---|---|
| 1 | May 20, 2024 | $ 2,711.28 |
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**CHANGE ORDER TOTAL = $ 2,711.28**

**Contract Time Remaining:**

| | |
|---|---|
| Contract Period: | Working Days |
| Construction Start Date: | April 24, 2024 |

**Substantial Completion:**

| | |
|---|---|
| Contract Working Days: | 60.0 |
| Added by Change Order: | |
| Total Working Days: | 60.0 |
| Working Days Used to Date: | 4.0 |
| Working Days Remaining: | **56.0** |

**Full Completion:**

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

Date Printed: 5/10/2024

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #13 in the amount of $11,901.00 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan.

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

city of Ankeny
bringing it all together

| | | | |
|---|---|---|---|
| **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:** May 20, 2024 **Payment Application #:** 13

**Payment Period:** From: March 16, 2024 Through: April 12, 2024

**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: | $ 231,974.64 | | |
| Retainage: 0 % of Completed Work: | $ - | | |
| Total Earned Less Retainage: | | $ 231,974.64 | |
| Less Previous Applications for Payment: | | $ 220,073.64 | |
| SUBTOTAL: | | | $ 11,901.00 |
| OTHER CHARGES: | | | $ - |
| **CURRENT PAYMENT DUE:** | | | **$ 11,901.00** |
| Balance to Finish, Including Retainage: | | $ 37,425.36 | |
| 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

April 29, 2024
Date

City of Ankeny Staff Approval:

Leslie Hart
Signature

May 6, 2024
Date

---

Submit to: Leslie Hart, Traffic Engineering Manager

E-mail: lhart@ankenyiowa.gov

Phone Number: 515-963-3548

Date Printed: 5/2/2024

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

**Previous Applications for Payment:**

| No. | Date | Amount |
|---|---|---|
| 1 | May 1, 2023 | $ 6,332.50 |
| 2 | June 5, 2023 | $ 30,194.39 |
| 3 | July 3, 2023 | $ 38,156.25 |
| 4 | August 7, 2023 | $ 14,535.90 |
| 5 | September 5, 2023 | $ 20,996.25 |
| 6 | October 16, 2023 | $ 29,206.25 |
| 7 | November 20, 2023 | $ 4,823.75 |
| 8 | December 4, 2023 | $ 10,635.50 |
| 9 | January 2, 2024 | $ 20,932.50 |
| 10 | February 5, 2024 | $ 16,697.50 |
| 11 | March 18, 2024 | $ 14,068.75 |
| 12 | April 12, 2024 | $ 13,494.10 |
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**Previous Applications for Payment:**

| No. | Date | Amount |
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**PREVIOUS PAY APPS TOTAL = $ 220,073.64**

**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** |

JEO CONSULTING GROUP

**Engineering | Architecture | Surveying | Planning**

# Invoice

April 30, 2024

| | |
|---|---|
| Project No: | R222064.00 |
| Invoice No: | 150387 |
| Invoice Amount: | 11,901.00 |

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 April 12, 2024**

- 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 | 79% | $27,316.25 | $26,471.25 | $845.00 |
| Current and Future Transportation Conditions | $54,150.00 | 100% | $54,150.00 | $54,150.00 | 0.00 |
| Public Engagement and Stakeholder Input | $56,200.00 | 99% | $55,681.25 | $51,461.25 | $4,220.00 |
| Goals, Objectives, and Action Steps | $29,750.00 | 99% | $29,385.60 | $29,385.60 | 0.00 |
| Alternatives Analysis & Prioritization | $49,620.00 | 86% | $42,604.50 | $36,954.50 | $5,650.00 |
| Transportation Master Plan | $40,100.00 | 54% | $21,739.25 | $20,553.25 | $1,186.00 |
| Direct Costs | $5,050.00 | 22% | $1,097.79 | $1,097.79 | 0.00 |
| **Total** | **$269,400.00** | | **$231,974.64** | **$220,073.64** | **$11,901.00** |

**Total Amount Due Upon Receipt : $11,901.00**

**Email invoice to:** lhart@ankenyiowa.gov

# Monthly Progress Report

**DATE PREPARED** | 4/29/24
**PROJECT NAME** | Ankeny Transportation Master Plan
**JEO PROJECT NO.** | R222064
**CITY PROJECT MANAGER** | Leslie Hart
**CITY ADDRESS** | 1210 NW Prairie Ridge Dr, Ankeny, IA 50023
**PROFESSIONAL SERVICES DATE** | 2/20/22
**AGREEMENT NTP** | 2/20/22
**AGREEMENT END DATE** | 5/31/24

Dear Leslie Hart,

Below is a progress report for the above referenced project during the dates as noted on the invoice.

## 1. SUMMARY OF WORK PERFORMED THIS PERIOD

- Project Management activities to coordinate progress
- Public engagement work on Phase 3 outreach
- Project progress meetings
- Alternatives analysis and development of recommendations
- Development of draft TMP report materials

## 2. SUMMARY OF WORK ANTICIPATED NEXT PERIOD

- Continued project management activities
- Progress meetings
- Public Engagement – Phase 3 Open House planning and conduct event
- Alternatives analysis and policy/program recommendations
- Draft TMP development work

## 3. INFORMATION/DECISIONS NEEDED FROM THE CITY

- Continued data sharing of any new project or program updates, review of materials submitted, and other relevant files as updated in meeting minutes
- Internal coordination with finance office / budget information to discuss revenues and funding looking forward

## 4. SUMMARY OF POTENTIAL OUT OF SCOPE WORK/CURRENT PROJECT ISSUES

- None to date.

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Municipal Utilities | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of $5,919.50 to Kirkham Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Payment #8 |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

| | | | |
|---|---|---|---|
| **Project Title:** | NE 62nd St Box Culvert Design | | |
| **Contractor:** | Kirkham Michael and Associates | | |
| **Address:** | 4390 114th St., Urbandale, IA 50322 | | |
| **Finance Budget Code:** | 892.3892.4210 | **Finance Project #:** | 892.4210 |
| **Vendor Project #:** | | **Purchase Order #:** | |
| **Original Contract Date:** | April 17, 2023 | **Vendor Account #:** | 908 |

**Date of Council Meeting:** May 20, 2024 **Payment Application #:** 8

**Payment Period:** From: March 30, 2024 Through: April 26, 2024

**Contract Summary:**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 71,240.00 | | |
| Net Change by Change Orders: | $ 87,940.00 | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 159,180.00 | |
| Total Completed and Stored to Date: | $ 72,166.53 | | |
| Retainage: 0 % of Completed Work: | $ - | | |
| Total Earned Less Retainage: | | $ 72,166.53 | |
| Less Previous Applications for Payment: | | $ 66,247.03 | |
| SUBTOTAL: | | | $ 5,919.50 |
| OTHER CHARGES: | | | $ - |
| **CURRENT PAYMENT DUE:** | | | **$ 5,919.50** |
| Balance to Finish, Including Retainage: | | $ 87,013.47 | |
| 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: Kirkham Michael and Associates
Firm Name

Andrew Putz
Signature Date 05/10/2024

City of Ankeny Staff Approval:

Donald Clark
Signature Date 5-10-24

Submit to: Don Clark, P.E., Director of Municipal Utilities
E-mail: dclark@AnkenyIowa.gov Phone Number: (515) 963-3529

Date Printed: 5/10/2024

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

**Previous Applications for Payment:**

| No. | Date | Amount |
|---|---|---|
| 1 | July 3, 2023 | $ 3,400.00 |
| 2 | October 16, 2023 | $ 9,035.00 |
| 3 | November 20, 2023 | $ 15,797.50 |
| 4 | January 2, 2024 | $ 11,897.50 |
| 5 | Febuary 5, 2024 | $ 12,672.03 |
| 6 | March 4, 2024 | $ 8,675.00 |
| 7 | April 15, 2024 | $ 4,770.00 |
| 8 | May 20, 2024 | |
| 9 | | |
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**Previous Applications for Payment:**

| No. | Date | Amount |
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**PREVIOUS PAY APPS TOTAL = $ 66,247.03**

**Record of Change Orders:**

| No. | Date | Amount |
|---|---|---|
| 1 | April 15, 2024 | $ 87,940.00 |
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**CHANGE ORDER TOTAL = $ 87,940.00**

**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** |

Date Printed: 5/10/2024

KIRKHAM
MICHAEL

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

# INVOICE

| | |
|---|---|
| Invoice Number: | 95625 |
| Date: | May 02, 2024 |
| Project Number: | 2304600 |

**City of Ankeny**
Attn: Don Clark
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

**Ankeny 62nd St. RCB**

---

**For Professional Services Rendered Through: April 26, 2024**

Professional engineering services for the design of a reinforced concrete box culvert to replace the existing structure on the future alignment of NE 62nd St. in Ankeny, Iowa per contract dated 4/17/2023.

Work completed during this reporting period:
Final plans, front ends, bid opening

Work anticipated during the next reporting period:
Get ready for construction, SWPPP

## 001 - Project Managment

### Professional Services

| | Hours | Rate | Amount |
|---|---|---|---|
| Smith, Benjamin S | 4.5 | $185.00 | $832.50 |
| | **4.50** | | **$832.50** |

**001 - Project Managment Total:** **$832.50**

## 004 - Letting & Construction

### Professional Services

| | Hours | Rate | Amount |
|---|---|---|---|
| Putz, Andrew J | 20.0 | $190.00 | $3,800.00 |
| | **20.00** | | **$3,800.00** |

### Reimbursable Expenses

| | Quantity | Unit Rate | Amount |
|---|---|---|---|
| Dues/Fee/Permits | 1.0 | $352.0000 | $352.00 |
| Dues/Fee/Permits | 1.0 | $175.0000 | $175.00 |
| | | | **$527.00** |

**004 - Letting & Construction Total:** **$4,327.00**

**005 - Pre-Construction Conference**

**Professional Services**

| | Hours | Rate | Amount |
|---|---|---|---|
| Putz, Andrew J | 4.0 | $190.00 | $760.00 |
| | **4.00** | | **$760.00** |

**005 - Pre-Construction Conference Total:** **$760.00**

**Invoice Total** **$5,919.50**

| | |
|---|---|
| Maximum Allowable | $159,180.00 |
| Previously Billed | $66,247.03 |
| **Current Invoice Amount** | **$5,919.50** |
| Remaining Contract | $87,013.47 |

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #14 in the amount of $420.00 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 #14 |

# *APPLICATION FOR PARTIAL PAYMENT OF CONTRACT*

city of Ankeny
bringing it all together

***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:** May 20, 2024 **PAYMENT REQUEST #** 14
**PAYMENT PERIOD:** From: ~~October 14, 2023~~ 11/11/23 Through: April 12, 2024

**Contract Summary**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 44,080.00 | | |
| Net change by Change Orders: | $ 61,334.52 | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 105,414.52 | |
| Total completed and stored to date: | $ 81,891.30 | | |
| Retainage: 0 % of Completed Work: | $ - | | |
| Total Earned less Retainage: | | $ - | |
| Less previous applications for payment: | | $ 81,471.30 | |
| SUBTOTAL | | | $ 420.00 |
| OTHER CHARGES (Attach an itemized list) | | | $ - |
| **CURRENT PAYMENT DUE** | | | $ 420.00 |
| Balance to finish, including retainage: | | $ 23,523.22 | |
| 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
April 17, 2024
Date

*City of Ankeny Staff Approval:*
Signature Becky Ford
04/24/2024
Date

*Submit to:* *Becky Ford, P.E.*
*E-mail:* bford@AnkenyIowa.gov *Phone:* *(515) 963-3526* *Fax:* *(515) 963-3526*

Date Printed: 4/17/2024

*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 |
| 9 | June 5, 2023 | $ 1,207.50 |
| 10 | July 17, 2023 | $ 4,207.50 |
| 11 | October 16, 2023 | $ 18,082.64 |
| 12 | November 20, 2023 | $ 8,938.49 |
| 13 | December 18, 2023 | $ 9,627.34 |
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**Previous Applications for Payment**

| No. | Date | Amount |
|---|---|---|
| 36 | | |
| 37 | | |
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| 42 | | |
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**PREVIOUS PAY APP TOTAL = $ 81,471.30**

**Record of Change Orders**

| No. | Date | Amount |
|---|---|---|
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| 25 | | |

**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** |

KIRKHAM MICHAEL
Iowa • Kansas • Nebraska
www.kirkham.com

April 17, 2024

Becky Ford, P.E.
City of Ankeny
410 West 1st Street
Ankeny, Iowa 50023-1557

Subject: Westwinds Storm Sewer Extension Project – SW Westwinds Drive
KM Project: 2105620

Dear Ms. Ford,

Submitted herewith is invoice 95571, for work conducted on this project from October 14, 2023 to April 12, 2024.

During this period we have completed the following work:

- Stake property line

Anticipated work to be completed during the next period:

- Project closeout

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

**KIRKHAM MICHAEL**

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

# INVOICE

| | |
|---|---|
| Invoice Number: | 95571 |
| Date: | April 22, 2024 |
| 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 12, 2024**

| | |
|---|---|
| Maximum Allowable | $105,414.52 |
| Previously Billed | $81,471.30 |
| **Current Invoice Amount** | **$420.00** |
| Remaining Contract | $23,523.22 |

## Professional Services

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Fleming, Robert B - Survey Crew Chief | 1.00 | 120.00 | $120.00 | |
| Greenway, Chad A - Project Surveyor/Survey Manager | 1.00 | 135.00 | $135.00 | |
| Karolus, Jaylene - Survey Technician I | 1.00 | 80.00 | $80.00 | |
| Smith, Benjamin S - Senior Engineer | .50 | 170.00 | $85.00 | |
| | **3.50** | | | **$420.00** |

**Invoice Total** **$420.00**

city of Ankeny
bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of $31,766.90 to McClure Engineering Company, for construction engineering services on the SW Des Moines Street Utility 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

city of Ankeny
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**Project Title:** SW Des Moines Street Utility Improvements
**Contractor:** McClure Engineering
**Address:** 335 SE Oralabor Road; Ankeny, IA 50021
**Finance Budget Code:** 699.3699.4210 **Finance Project #:** 699.4210
**Vendor Project #:** 2024000157-000 **Purchase Order #:**
**Original Contract Date:** March 18, 2024 **Vendor Account #:** 002183

---

**Date of Council Meeting:** May 20, 2024 **Payment Application #:** 2

**Payment Period:** From: March 24, 2024 Through: April 20, 2024

**Contract Summary:**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 235,900.00 | | |
| Net Change by Change Orders: | $ - | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 235,900.00 | |
| Total Completed and Stored to Date: | $ 73,380.65 | | |
| Retainage: 0 % of Completed Work: | $ - | | |
| Total Earned Less Retainage: | | $ 73,380.65 | |
| Less Previous Applications for Payment: | | $ 41,613.75 | |
| SUBTOTAL: | | | $ 31,766.90 |
| OTHER CHARGES: | | | $ - |
| **CURRENT PAYMENT DUE:** | | | **$ 31,766.90** |
| Balance to Finish, Including Retainage: | | $ 162,519.35 | |

Contract Time Remaining (Substantial): - Working Days
Contract Time Remaining (Full): - Working Days

---

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

Construction Contractor Approval: ____________________
Firm Name

____________________ Signature ____________________ Date

Engineer / Consultant Approval: McClure Engineering
Firm Name

Colton Hoffman
Signature April 26, 2024
Date

City of Ankeny Staff Approval:

Becky Ford
Signature 04/26/2024
Date

---

Submit to: Becky Ford, PE, CFM, Stormwater & Environmental Manager
E-mail: bford@ankenyiowa.gov Phone Number: 515-963-3526

Date Printed: 4/26/2024

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

**Previous Applications for Payment:**

| No. | Date | Amount |
|---|---|---|
| 1 | April 15, 2024 | $ 41,613.75 |
| 2 | | |
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**Previous Applications for Payment:**

| No. | Date | Amount |
|---|---|---|
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**PREVIOUS PAY APPS TOTAL = $ 41,613.75**

**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**

Date Printed: 4/26/2024

McCLURE™

# PROGRESS REPORT #2

## SW Des Moines Street Utility Improvements

**Date:** April 26, 2024

**McClure Project #:** 2024000157-000

**To:** Becky Ford, PE, CFM
Stormwater & Environmental Manager
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

**From:** Colton Hoffmann, PE
Senior Project Engineer
335 SE Oralabor Road
Ankeny, IA 50021

**Email:** bford@ankenyiowa.gov

**Principal:** Scott Port, PE

**Date Range of Report:** March 24, 2024 – April 20, 2024

### 1. SUMMARY OF WORK DONE LAST PERIOD

a. Project management and coordination
b. Completed topographic, utility, and boundary survey
c. Completed survey CAD base drawing
d. Completed the preliminary drainage study and report
e. Completed preliminary (30%) design including setting alignments, profiles, proposed roadway, sidewalk, and driveway linework, horizontal utility design including water main, sanitary sewer, and storm sewer.
f. Submitted preliminary (30%) plans, preliminary drainage study and report, and design criteria memo
g. Geotechnical investigation

### 2. FORECAST OF ACTIVITIES PLANNED FOR NEXT PERIOD

a. Meeting with City to discuss preliminary submittal comments and site walk-through
b. Address City comments and continue with 60% design
c. Order and obtain title certificates

### 3. SCOPE CHANGES / VALUE ADDED

a. None

### 4. STATUS OF PREVIOUS INVOICES

| INVOICE # | DATE SENT | INVOICE TOTAL | STATUS |
|---|---|---|---|
| 151130 | April 1, 2024 | $41,613.74 | Paid |
| 151780 | April 26, 2024 | $31,766.90 | Submitted |

### 5. INPUT NEEDED / ACTION ITEMS

a. City to provide comments on preliminary plans submittal

## 6. SCHEDULE MILESTONES

a. See below for completed and remaining milestones

| Milestone | Timeline |
|---|---|
| ~~Notice to Proceed~~ | ~~March 19, 2024~~ |
| ~~Topo and Boundary Survey~~ | ~~March 19, 2024 – April 5, 2024~~ |
| ~~Geotechnical Investigation~~ | ~~March 2024 – May 2024~~ |
| ~~Preliminary Plan Design (30%)~~ | ~~April 8, 2024 – April 22, 2024~~ |
| ~~Drainage Study & Report~~ | ~~April 8, 2024 – April 22, 2024~~ |
| ~~Preliminary Plans (30%) and Drainage Report Submittal to City and Utilities~~ | ~~April 22, 2024~~ |
| OWNER Review of 30% Plans and Drainage Report (2 weeks) | April 22, 2024 – May 6, 2024 |
| On-Site Field Review Meeting | May 6, 2024 |
| Order and Obtain Title Certifications (2 Weeks) | May 7, 2024 |
| Preliminary Design (60%) | May 7, 2024 – June 24, 2024 |
| Preliminary Plans (60%) Submittal to City and Utilities | June 24, 2024 |
| OWNER Review 60% Plans (2 weeks) | June 24, 2024 – July 8, 2024 |
| Preliminary Plans (60%) Review Meeting (DDM #1) | July 11, 2024 |
| Project Information Meeting | July 16, 2024 |
| Develop Acquisition Plats (After PIM) | July 17, 2024 – July 29, 2024 |
| Check (95%) Design and Plans | July 17, 2024 - October 28, 2024 |
| Order and Obtain Appraisals (4 – 6 Weeks After Plats) | July 29, 2024 – September 2, 2024 |
| Appraisal Review (1 – 2 Weeks After Appraisal Reports) | September 2, 2024 – September 16, 2024 |
| Acquisition Negotiations (1 – 3 Months) | September 16, 2024 – December 15, 2024 |
| Check Plan (95%) Submittal to City and Utilities | October 28, 2024 |
| OWNER Check Plan (95%) Review (2 weeks) | October 28, 2024 – November 11, 2024 |
| Check Plan (95%) Review Meeting (DDM #2) | November 14, 2024 |
| Final Plans Design | November 11, 2024 – December 20, 2024 |
| Acquisitions Complete (Assume 3 Months Negotiations) | December 15, 2024 |
| Final Plan Submittal | December 20, 2024 |
| OWNER Review Final Plans | December 20, 2024 – December 30, 2024 |
| City Council Set Hearing and Letting Dates | January 6, 2025 |
| Bid Letting (Local) | January 28, 2025 |
| Public Hearing to Review Bids & Award Contract | February 3, 2025 |
| Construction | Spring 2025 – Fall 2025 |
| Project Closeout | Winter 2025 |

McCLURE™

**1360 NW 121st Street**
**Clive, IA 50325**

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

April 24, 2024
Project No: 2024000157-000
Invoice No: 151780
Due Date: May 24, 2024

Project 2024000157-000 Ankeny SW Des Moines Street Utility Improvements

**Professional Services from March 24, 2024 to April 20, 2024**

Phase 100 Preliminary Planning And Reports

Task 101 Storm Sewer Study and Report

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Engineer II | 59.50 | 155.00 | 9,222.50 | |
| Totals | 59.50 | | 9,222.50 | |
| **Total Labor** | | | | **9,222.50** |

**Total this Task** **$9,222.50**

**Total this Phase** **$9,222.50**

Phase 400 Preliminary Design

Task 401 Preliminary Design and Plans

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Engineer I | 96.25 | 125.00 | 12,031.25 | |
| Project Manager III | 10.50 | 230.00 | 2,415.00 | |
| Engineer III | 30.00 | 185.00 | 5,550.00 | |
| Totals | 136.75 | | 19,996.25 | |
| **Total Labor** | | | | **19,996.25** |

**Total this Task** **$19,996.25**

**Total this Phase** **$19,996.25**

Phase 700 Survey Services

Task 735 Preliminary Design Survey

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Crew Chief | 1.00 | 135.00 | 135.00 | |
| Engineering Technician I | .25 | 115.00 | 28.75 | |
| Professional Land Surveyor | 7.00 | 180.00 | 1,260.00 | |
| Engineer III | 4.00 | 185.00 | 740.00 | |
| Totals | 12.25 | | 2,163.75 | |
| **Total Labor** | | | | **2,163.75** |

Mileage (.90 p/mile)

**14.40**

**Total this Task** **$2,178.15**

**Total this Phase** **$2,178.15**

Phase 850 Project Management and Coordination

Task 851 Project Management and Coordination

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Engineer III | 2.00 | 185.00 | 370.00 | |
| Totals | 2.00 | | 370.00 | |
| **Total Labor** | | | | **370.00** |

**Total this Task** **$370.00**

**Total this Phase** **$370.00**

| | Current | Prior | To-Date |
|---|---|---|---|
| Total Billings | 31,766.90 | 41,613.75 | 73,380.65 |
| Contract Limit (not-to-exceed) | | | 235,900.00 |
| Contract Limit Remaining | | | 162,519.35 |

**Total Due this Invoice** **$31,766.90**

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of $155,432.35 to On Track Construction, LLC for construction services on the NW Northlawn Area Utility Improvements - Phase 2.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

---

## ADDITIONAL INFORMATION:

---

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Payment #8 |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
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**Project Title:** NW Northlawn Area Utility Improvements - Phase 2
**Contractor:** On Track Construction, LLC
**Address:** 1435 W F Ave, Nevada, IA 50201

| | | | |
|---|---|---|---|
| **Finance Budget Code:** | 610.3610.4450 | **Finance Project #:** | 610.445 |
| 650.3650.4452 | 963.3963.4451 | 650.4452 | 963.4451 |
| **Vendor Project #:** | N/A | **Purchase Order #:** | N/A |
| **Original Contract Date:** | December 5, 2022 | **Vendor Account #:** | 9363 |

---

**Date of Council Meeting:** May 20, 2024 **Payment Application #:** 8

**Payment Period:** From: April 1, 2024 Through: May 4, 2024

**Contract Summary:**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 2,027,500.00 | | |
| Net Change by Change Orders: | $ 2,000.00 | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 2,029,500.00 | |
| Total Completed and Stored to Date: | $ 1,190,838.50 | | |
| Retainage: 5 % of Completed Work: | $ 59,541.93 | | |
| Total Earned Less Retainage: | | $ 1,131,296.57 | |
| Less Previous Applications for Payment: | | $ 975,864.22 | |
| SUBTOTAL: | | | $ 155,432.35 |
| OTHER CHARGES: | | | |
| **CURRENT PAYMENT DUE:** | | | **$ 155,432.35** |
| Balance to Finish, Including Retainage: | | $ 898,203.43 | |

Contract Time Remaining (Substantial): 12.0 Working Days
Contract Time Remaining (Full): (2.0) Working Days

---

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

Construction Contractor Approval: On Track Construction, LLC
Firm Name

Signature
Date 5/8/2024

Engineer / Consultant Approval:
Firm Name

Signature
Date

City of Ankeny Staff Approval:

Signature
Date 5/8/2024

---

Submit to: Matthew Grgurich - Civil Engineer II
E-mail: MGrgurich@AnkenyIowa.gov Phone Number: (515) 963-3549

Date Printed: 5/8/2024

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

| ITEM NO. | DESCRIPTION (Include Change Order # If Applicable) | UNITS | ORIGINAL PROPOSED QUANTITY | QUANTITY CHANGE (BY CHANGE ORDER) | TOTAL QUANTITY | UNIT PRICE | EXTENDED PRICE | TOTAL QUANTITY THIS PAY PERIOD | TOTAL VALUE THIS PAY PERIOD | TOTAL QUANTITY FROM PREVIOUS PAY PERIODS | TOTAL QUANTITY COMPLETE | TOTAL VALUE OF COMPLETED WORK | REMAINING QUANTITY | PERCENT COMPLETE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | EARTHWORK | | | | | | | | | | | | | |
| 2.01 | Clearing and Grubbing | LS | 1.00 | | 1.00 | $ 15,000.00 | $ 15,000.00 | | $ - | 0.50 | 0.50 | $ 7,500.00 | 0.50 | 50.00% |
| 2.02 | Topsoil, Off-site | CY | 290.00 | | 290.00 | $ 30.00 | $ 8,700.00 | | $ - | | 0.00 | $ - | 290.00 | 0.00% |
| 2.03 | Excavation, Class 10 | CY | 1,045.00 | | 1,045.00 | $ 25.00 | $ 26,125.00 | 100.00 | $ 2,500.00 | 469.00 | 569.00 | $ 14,225.00 | 476.00 | 54.45% |
| 2.04 | Subdrade Preparation, 6" Depth | SY | 4,620.00 | | 4,620.00 | $ 2.50 | $ 11,550.00 | | $ - | 2063.00 | 2,063.00 | $ 5,157.50 | 2,557.00 | 44.65% |
| 2.05 | Subgrade Treatment, Geogrid, Triangular | SY | 460.00 | | 460.00 | $ 6.00 | $ 2,760.00 | | $ - | 308.00 | 308.00 | $ 1,848.00 | 152.00 | 66.96% |
| 2.06 | Subbase, Modified, 6" Depth (Virgin Aggregate) | SY | 4,480.00 | | 4,480.00 | $ 14.00 | $ 62,720.00 | | $ - | 2410.00 | 2,410.00 | $ 33,740.00 | 2,070.00 | 53.79% |
| 2.07 | Removal of Structure, Wood Shed, 10' X 6' | LS | 1.00 | | 1.00 | $ 2,500.00 | $ 2,500.00 | | $ - | 1.00 | 1.00 | $ 2,500.00 | 0.00 | 100.00% |
| 2.08 | Compaction Testing | LS | 1.00 | | 1.00 | $ 3,500.00 | $ 3,500.00 | | $ - | 0.50 | 0.50 | $ 1,750.00 | 0.50 | 50.00% |
| | TRENCH EXCAVATION AND BACKFILL | | | | | | | | | | | | | |
| 3.01 | Trench Compaction Testing | LS | 1.00 | | 1.00 | $ 3,500.00 | $ 3,500.00 | | $ - | 0.50 | 0.50 | $ 1,750.00 | 0.50 | 50.00% |
| | SEWERS AND DRAINS | | | | | | | | | | | | | |
| 4.01 | Sanitary Sewer Gravity Main, Trenched, Truss PVC, 8" Diameter | LF | 1,100.00 | | 1,100.00 | $ 155.00 | $ 170,500.00 | 355.00 | $ 55,025.00 | 464.00 | 819.00 | $ 126,945.00 | 281.00 | 74.45% |
| 4.02 | Sanitary Sewer, Service Stub, PVC, 4" Dameter | LF | 430.00 | | 430.00 | $ 115.00 | $ 49,450.00 | 78.00 | $ 8,970.00 | 200.00 | 278.00 | $ 31,970.00 | 152.00 | 64.65% |
| 4.03 | Removal of Sanitary Sewer, Less than or equal to 36" Diameter | LF | 775.00 | | 775.00 | $ 27.00 | $ 20,925.00 | 300.00 | $ 8,100.00 | 475.00 | 775.00 | $ 20,925.00 | 0.00 | 100.00% |
| 4.04 | Sanitary Sewer Cleanout, Temporary (Type 1) | EA | 2.00 | | 2.00 | $ 2,550.00 | $ 5,100.00 | 1.00 | $ 2,550.00 | 1.00 | 2.00 | $ 5,100.00 | 0.00 | 100.00% |
| 4.05 | Sanitary Sewer Cleanout, Temporary (Type 2) | EA | 1.00 | | 1.00 | $ 2,150.00 | $ 2,150.00 | | $ - | 1.00 | 1.00 | $ 2,150.00 | 0.00 | 100.00% |
| 4.06 | Sanitary Sewer Abandoment, Fill and Plug | LF | 300.00 | | 300.00 | $ 30.00 | $ 9,000.00 | | $ - | | 0.00 | $ - | 300.00 | 0.00% |
| 4.07 | Storm Sewer, Trenched, Class III RCP, 15" Diameter (Cl R-2 Bed) | LF | 462.00 | | 462.00 | $ 130.00 | $ 60,060.00 | | $ - | 344.00 | 344.00 | $ 44,720.00 | 118.00 | 74.46% |
| 4.08 | Storm Sewer, Trenched, Class III RCP, 18" Diameter (Cl R-2 Bed) | LF | 66.00 | | 66.00 | $ 132.00 | $ 8,712.00 | | $ - | 34.00 | 34.00 | $ 4,488.00 | 32.00 | 51.52% |
| 4.09 | Storm Sewer, Trenched, Class III RCP, 24" Diameter (Cl R-2 Bed) | LF | 36.00 | | 36.00 | $ 165.00 | $ 5,940.00 | | $ - | | 0.00 | $ - | 36.00 | 0.00% |
| 4.10 | Storm Sewer, Trenched, Class III RCP, 30" Diameter (Cl R-2 Bed) | LF | 280.00 | | 280.00 | $ 180.00 | $ 50,400.00 | | $ - | 280.00 | 280.00 | $ 50,400.00 | 0.00 | 100.00% |
| 4.11 | Storm Sewer, Trenched, Class III RCP, 36" Diameter (Cl R-2 Bed) | LF | 478.00 | | 478.00 | $ 220.00 | $ 105,160.00 | | $ - | 152.00 | 152.00 | $ 33,440.00 | 326.00 | 31.80% |
| 4.12 | Storm Sewer, Trenched, Class III RCP, 42" Diameter (Cl R-2 Bed) | LF | 8.00 | | 8.00 | $ 430.00 | $ 3,440.00 | | $ - | 8.00 | 8.00 | $ 3,440.00 | 0.00 | 100.00% |
| 4.13 | Storm Sewer, Trenched, A-2000 PVC, 36" Diameter | LF | 168.00 | | 168.00 | $ 460.00 | $ 77,280.00 | | $ - | 168.00 | 168.00 | $ 77,280.00 | 0.00 | 100.00% |
| 4.14 | Removal of Storm Sewer, Less than or equal to 36" Diameter | LF | 281.00 | | 281.00 | $ 28.00 | $ 7,868.00 | | $ - | 225.00 | 225.00 | $ 6,300.00 | 56.00 | 80.07% |
| 4.15 | Storm Sewer Abandoment, Fill and Plug | LF | 217.00 | | 217.00 | $ 60.00 | $ 13,020.00 | | $ - | 217.00 | 217.00 | $ 13,020.00 | 0.00 | 100.00% |
| 4.16 | Pipe Apron, RCP, 42" Diameter | EA | 1.00 | | 1.00 | $ 2,450.00 | $ 2,450.00 | | $ - | 1.00 | 1.00 | $ 2,450.00 | 0.00 | 100.00% |
| 4.17 | Footing for Concrete Pipe Apron, RCP, 42" Diameter | EA | 1.00 | | 1.00 | $ 850.00 | $ 850.00 | | $ - | 1.00 | 1.00 | $ 850.00 | 0.00 | 100.00% |
| 4.18 | Pipe Apron Guard, RCP, 42" Diameter | EA | 1.00 | | 1.00 | $ 2,100.00 | $ 2,100.00 | | $ - | 1.00 | 1.00 | $ 2,100.00 | 0.00 | 100.00% |
| 4.19 | Footing Drain Collector/Subdrain, Corrugated PVC, 8" Diameter | LF | 2,000.00 | | 2,000.00 | $ 50.00 | $ 100,000.00 | | $ - | 912.00 | 912.00 | $ 45,600.00 | 1,088.00 | 45.60% |
| 4.20 | Footing Drain Cleanout, Type B, 24" Diameter | EA | 2.00 | | 2.00 | $ 765.00 | $ 1,530.00 | | $ - | | 0.00 | $ - | 2.00 | 0.00% |
| 4.21 | Footing Drain Outlet into Structure, 8" Diameter | EA | 19.00 | | 19.00 | $ 575.00 | $ 10,925.00 | | $ - | 8.00 | 8.00 | $ 4,600.00 | 11.00 | 42.11% |
| 4.22 | Storm Sewer Service Stub, PVC, 1.5" Diameter | LF | 210.00 | | 210.00 | $ 200.00 | $ 42,000.00 | | $ - | 104.00 | 104.00 | $ 20,800.00 | 106.00 | 49.52% |
| | WATER MAINS AND APPURTENANCES | | | | | | | | | | | | | |
| 5.01 | Water Main, Temporary, PEX, 2" Diameter | LF | 1,100.00 | | 1,100.00 | $ 41.00 | $ 45,100.00 | 303.00 | $ 12,423.00 | 494.00 | 797.00 | $ 32,677.00 | 303.00 | 72.45% |
| 5.02 | Water Main, Trenched, PVC, 4" Diameter | LF | 30.00 | | 30.00 | $ 94.00 | $ 2,820.00 | | $ - | | 0.00 | $ - | 30.00 | 0.00% |
| 5.03 | Water Main, Trenched, PVC, 6" Diameter | LF | 20.00 | | 20.00 | $ 98.00 | $ 1,960.00 | | $ - | | 0.00 | $ - | 20.00 | 0.00% |
| 5.04 | Water Main, Trenched, PVC, 8" Diameter | LF | 1,150.00 | | 1,150.00 | $ 84.00 | $ 96,600.00 | | $ - | 512.00 | 512.00 | $ 43,008.00 | 638.00 | 44.52% |
| 5.05 | Fitting, 22.50 Degree Bend, 4" | EA | 4.00 | | 4.00 | $ 1,215.00 | $ 4,860.00 | | $ - | | 0.00 | $ - | 4.00 | 0.00% |
| 5.06 | Fitting, 22.50 Degree Bend, 6" | EA | 2.00 | | 2.00 | $ 1,315.00 | $ 2,630.00 | | $ - | | 0.00 | $ - | 2.00 | 0.00% |
| 5.07 | Fitting, 22,50 Degree Bend, 8" | EA | 2.00 | | 2.00 | $ 1,455.00 | $ 2,910.00 | | $ - | 1.00 | 1.00 | $ 1,455.00 | 1.00 | 50.00% |
| 5.08 | Fitting, 8" X 8" Tee | EA | 2.00 | | 2.00 | $ 1,705.00 | $ 3,410.00 | | $ - | 1.00 | 1.00 | $ 1,705.00 | 1.00 | 50.00% |
| 5.09 | Fitting, 8" X 4" Reducer | EA | 2.00 | | 2.00 | $ 1,020.00 | $ 2,040.00 | | $ - | 1.00 | 1.00 | $ 1,020.00 | 1.00 | 50.00% |
| 5.10 | Fitting, 8" X 6" Reducer | EA | 1.00 | | 1.00 | $ 1,035.00 | $ 1,035.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 5.11 | Water Service, Polyethylene, 0.75" Diameter, Near Side | EA | 12.00 | | 12.00 | $ 2,445.00 | $ 29,340.00 | | $ - | 5.00 | 5.00 | $ 12,225.00 | 7.00 | 41.67% |
| 5.12 | Water Service, Polyethylene, 0.75" Diameter, Far Side | EA | 2.00 | | 2.00 | $ 3,020.00 | $ 6,040.00 | | $ - | 1.00 | 1.00 | $ 3,020.00 | 1.00 | 50.00% |
| 5.13 | Gate Valve, 8" | EA | 4.00 | | 4.00 | $ 2,765.00 | $ 11,060.00 | | $ - | 2.00 | 2.00 | $ 5,530.00 | 2.00 | 50.00% |
| 5.14 | Fire Hydrant Assembly, Alternate | EA | 3.00 | | 3.00 | $ 7,000.00 | $ 21,000.00 | | $ - | 1.00 | 1.00 | $ 7,000.00 | 2.00 | 33.33% |
| 5.15 | Fire Hydrant Assembly, Removal | EA | 3.00 | | 3.00 | $ 1,800.00 | $ 5,400.00 | | $ - | 1.00 | 1.00 | $ 1,800.00 | 2.00 | 33.33% |
| 5.16 | Removal of Water Main | LF | 1,190.00 | | 1,190.00 | $ 22.00 | $ 26,180.00 | | $ - | 512.00 | 512.00 | $ 11,264.00 | 678.00 | 43.03% |

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | STRUCTURES FOR SANITARY AND STORM SEWERS | | | | | | | | | | | | | |
| 6.01 | Manhole, Type SW-301, 48" Diameter | EA | 5.00 | | 5.00 | $ 5,640.00 | $ 28,200.00 | 3.00 | $ 16,920.00 | 1.00 | 4.00 | $ 22,560.00 | 1.00 | 80.00% |
| 6.02 | Manhole, Type SW-401, 60" Diameter | EA | 1.00 | | 1.00 | $ 8,950.00 | $ 8,950.00 | | $ - | 1.00 | 1.00 | $ 8,950.00 | 0.00 | 100.00% |
| 6.03 | Manhole, Type SW-401, 72" Diameter | EA | 1.00 | | 1.00 | $ 9,600.00 | $ 9,600.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 6.04 | Intake Type SW-505 | EA | 7.00 | | 7.00 | $ 6,290.00 | $ 44,030.00 | | $ - | 4.00 | 4.00 | $ 25,160.00 | 3.00 | 57.14% |
| 6.05 | Intake Type SW-506 | EA | 6.00 | | 6.00 | $ 12,145.00 | $ 72,870.00 | | $ - | 2.00 | 2.00 | $ 24,290.00 | 4.00 | 33.33% |
| 6.06 | Intake Type SW-513, 6' X 6' | EA | 1.00 | | 1.00 | $ 10,350.00 | $ 10,350.00 | | $ - | 1.00 | 1.00 | $ 10,350.00 | 0.00 | 100.00% |
| 6.07 | Manhole Adjustment, Major | EA | 1.00 | | 1.00 | $ 3,150.00 | $ 3,150.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 6.08 | Remove Manhole, Sanitary | EA | 4.00 | | 4.00 | $ 600.00 | $ 2,400.00 | 1.00 | $ 600.00 | 1.00 | 2.00 | $ 1,200.00 | 2.00 | 50.00% |
| 6.09 | Remove Cleanout, Storm | EA | 2.00 | | 2.00 | $ 600.00 | $ 1,200.00 | | $ - | 2.00 | 2.00 | $ 1,200.00 | 0.00 | 100.00% |
| 6.10 | Remove Intake, Storm | EA | 3.00 | | 3.00 | $ 600.00 | $ 1,800.00 | | $ - | 2.00 | 2.00 | $ 1,200.00 | 1.00 | 66.67% |
| 6.11 | Remove Cleanout, Sanitary | EA | 2.00 | | 2.00 | $ 500.00 | $ 1,000.00 | 1.00 | $ 500.00 | 1.00 | 2.00 | $ 1,000.00 | 0.00 | 100.00% |
| | STREETS AND RELATED WORK | | | | | | | | | | | | | |
| 7.01 | Pavement, PCC, C-SUD, 8" | SY | 3,517.00 | | 3,517.00 | $ 88.00 | $ 309,496.00 | | $ - | 1523.00 | 1,523.00 | $ 134,024.00 | 1,994.00 | 43.30% |
| 7.02 | Pavement, PCC, C-SUD, 7" | ST | 264.00 | | 264.00 | $ 56.50 | $ 14,916.00 | | $ - | 135.00 | 135.00 | $ 7,627.50 | 129.00 | 51.14% |
| 7.03 | PCC Pavement Samples and Testing | LS | 1.00 | | 1.00 | $ 4,850.00 | $ 4,850.00 | | $ - | 0.50 | 0.50 | $ 2,425.00 | 0.50 | 50.00% |
| 7.04 | Removal of Sidewalk | SY | 680.00 | | 680.00 | $ 15.00 | $ 10,200.00 | 287.00 | $ 4,305.00 | 387.00 | 674.00 | $ 10,110.00 | 6.00 | 99.12% |
| 7.05 | Removal of Driveway | SY | 692.00 | | 692.00 | $ 15.00 | $ 10,380.00 | 200.00 | $ 3,000.00 | 430.00 | 630.00 | $ 9,450.00 | 62.00 | 91.04% |
| 7.06 | Sidewalk, PCC, 4" | SY | 801.00 | | 801.00 | $ 46.00 | $ 36,846.00 | | $ - | 403.00 | 403.00 | $ 18,538.00 | 398.00 | 50.31% |
| 7.07 | Sidewalk, PCC, 6" | SY | 35.00 | | 35.00 | $ 182.00 | $ 6,370.00 | | $ - | 23.00 | 23.00 | $ 4,186.00 | 12.00 | 65.71% |
| 7.08 | Detectable Warnings, Galvanized Steel | SF | 68.00 | | 68.00 | $ 52.50 | $ 3,570.00 | | $ - | 32.00 | 32.00 | $ 1,680.00 | 36.00 | 47.06% |
| 7.09 | Driveway, Paved, PCC, 6" | SY | 719.00 | | 719.00 | $ 58.00 | $ 41,702.00 | | $ - | 631.00 | 631.00 | $ 36,598.00 | 88.00 | 87.76% |
| 7.10 | Pavement Removal | SY | 3,297.00 | | 3,297.00 | $ 15.00 | $ 49,455.00 | 1,664.00 | $ 24,960.00 | 1633.00 | 3,297.00 | $ 49,455.00 | 0.00 | 100.00% |
| | TRAFFIC CONTROL | | | | | | | | | | | | | |
| 8.01 | Temporary Traffic Control | LS | 1.00 | | 1.00 | $ 8,000.00 | $ 8,000.00 | 0.10 | $ 800.00 | 0.60 | 0.70 | $ 5,600.00 | 0.30 | 70.00% |
| 8.02 | Portable Dynamic Message Signs | CDAY | 10.00 | 10.00 | 20.00 | $ 200.00 | $ 4,000.00 | 10.00 | $ 2,000.00 | 10.00 | 20.00 | $ 4,000.00 | 0.00 | 100.00% |
| 8.03 | Remove and Reinstall Type A Sign | EA | 5.00 | | 5.00 | $ 300.00 | $ 1,500.00 | 1.50 | $ 450.00 | 1.00 | 2.50 | $ 750.00 | 2.50 | 50.00% |
| | SITE WORK AND LANDSCAPING | | | | | | | | | | | | | |
| 9.01 | Conventional Seeding and Fertilizing, Type 4 | AC | 1.00 | | 1.00 | $ 3,000.00 | $ 3,000.00 | | $ - | 0.30 | 0.30 | $ 900.00 | 0.70 | 30.00% |
| 9.02 | Rip Rap, Erosion Stone, Remove and Reinstall | TON | 50.00 | | 50.00 | $ 93.50 | $ 4,675.00 | | $ - | 50.00 | 50.00 | $ 4,675.00 | 0.00 | 100.00% |
| 9.03 | Silt Fence Ditch Check | LF | 50.00 | | 50.00 | $ 10.00 | $ 500.00 | | $ - | | 0.00 | $ - | 50.00 | 0.00% |
| 9.04 | Silt Fence Ditch Check, Removal | LF | 50.00 | | 50.00 | $ 5.00 | $ 250.00 | | $ - | | 0.00 | $ - | 50.00 | 0.00% |
| 9.05 | Erosion Control Mulching, Hydromuching, BFM | AC | 1.00 | | 1.00 | $ 3,000.00 | $ 3,000.00 | | $ - | 0.30 | 0.30 | $ 900.00 | 0.70 | 30.00% |
| 9.06 | Inlet Protection Device, Rock | EA | 13.00 | | 13.00 | $ 850.00 | $ 11,050.00 | | $ - | 4.00 | 4.00 | $ 3,400.00 | 9.00 | 30.77% |
| 9.07 | Inlet Protection Device, Drop In & Removal | EA | 28.00 | | 28.00 | $ 125.00 | $ 3,500.00 | | $ - | 4.00 | 4.00 | $ 500.00 | 24.00 | 14.29% |
| 9.08 | Inlet Protection Device, Maintenance | EA | 56.00 | | 56.00 | $ 25.00 | $ 1,400.00 | | $ - | 8.00 | 8.00 | $ 200.00 | 48.00 | 14.29% |
| 9.09 | Removal of Fence, Wood Privacy Fence | LF | 100.00 | | 100.00 | $ 20.00 | $ 2,000.00 | | $ - | 100.00 | 100.00 | $ 2,000.00 | 0.00 | 100.00% |
| 9.10 | Temporary Fence, Orange Mesh, Safety Fence | LS | 1.00 | | 1.00 | $ 8,500.00 | $ 8,500.00 | 0.10 | $ 850.00 | 0.60 | 0.70 | $ 5,950.00 | 0.30 | 70.00% |
| | MISCELLANEOUS | | | | | | | | | | | | | |
| 11.01 | Mobilization | LS | 1.00 | | 1.00 | $ 125,000.00 | $ 125,000.00 | 0.10 | $ 12,500.00 | 0.60 | 0.70 | $ 87,500.00 | 0.30 | 70.00% |
| 11.02 | Maintenance of Postal Service | LS | 1.00 | | 1.00 | $ 5,050.00 | $ 5,050.00 | 0.10 | $ 505.00 | 0.40 | 0.50 | $ 2,525.00 | 0.50 | 50.00% |
| 11.03 | Maintenance of Solid Waste Collection | LS | 1.00 | | 1.00 | $ 5,050.00 | $ 5,050.00 | 0.10 | $ 505.00 | 0.40 | 0.50 | $ 2,525.00 | 0.50 | 50.00% |
| 11.04 | Temporary Pedestrian Ramp | EA | 5.00 | | 5.00 | $ 505.00 | $ 2,525.00 | | $ - | 1.00 | 1.00 | $ 505.00 | 4.00 | 20.00% |
| 11.05 | Temporary Granular Sidewalk | SY | 568.00 | | 568.00 | $ 30.00 | $ 17,040.00 | 205.00 | $ 6,150.00 | 158.00 | 363.00 | $ 10,890.00 | 205.00 | 63.91% |
| 11.06 | Concrete Washout | LS | 1.00 | | 1.00 | $ 2,020.00 | $ 2,020.00 | | $ - | 0.50 | 0.50 | $ 1,010.00 | 0.50 | 50.00% |
| 11.07 | Pre & Post Foundation Inspection | LS | 1.00 | | 1.00 | $ 2,505.00 | $ 2,505.00 | | $ - | 0.50 | 0.50 | $ 1,252.50 | 0.50 | 50.00% |
| | CHANGE ORDER ITEMS | | | | | | | | | | | | | |
| 12.01 | | | | | 0.00 | | $ - | | $ - | | 0.00 | $ - | 0.00 | 0.00% |
| 12.02 | | | | | 0.00 | | $ - | | $ - | | 0.00 | $ - | 0.00 | 0.00% |
| 12.03 | | | | | 0.00 | | $ - | | $ - | | 0.00 | $ - | 0.00 | 0.00% |
| 12.04 | | | | | 0.00 | | $ - | | $ - | | 0.00 | $ - | 0.00 | 0.00% |
| 12.05 | | | | | 0.00 | | $ - | | $ - | | 0.00 | $ - | 0.00 | 0.00% |

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $2,029,500.00 PAY PERIOD = $ 163,613.00 COMPLETED = $1,190,838.50 58.68%

Date printed: 5/8/2024

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

**Previous Applications for Payment:**

| No. | Date | Amount |
|---|---|---|
| 1 | May 15, 2023 | $ 145,789.37 |
| 2 | June 19, 2023 | $ 129,995.15 |
| 3 | July 17, 2023 | $ 147,288.00 |
| 4 | August 21, 2023 | $ 207,386.43 |
| 5 | September 18, 2023 | $ 213,542.42 |
| 6 | October 16, 2023 | $ 118,277.85 |
| 7 | November 18, 2023 | $ 13,585.00 |
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**Previous Applications for Payment:**

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**PREVIOUS PAY APPS TOTAL = $ 975,864.22**

**Record of Change Orders:**

| No. | Date | Amount |
|---|---|---|
| 1 | May 20, 2024 | $ 2,000.00 |
| 2 | | |
| 3 | | |
| 4 | | |
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**CHANGE ORDER TOTAL = $ 2,000.00**

**Contract Time Remaining:**

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

**Substantial Completion:**

| | |
|---|---|
| Contract Working Days: | 140.0 |
| Added by Change Order: | 1.0 |
| Total Working Days: | 141.0 |
| Working Days Used to Date: | 129.0 |
| Working Days Remaining: | **12.0** |

**Full Completion:**

| | |
|---|---|
| Contract Working Days: | 10.0 |
| Added by Change Order: | |
| Total Working Days: | 10.0 |
| Working Days Used to Date: | 12.0 |
| Working Days Remaining: | (2.0) |

Date Printed: 5/8/2024

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Municipal Utilities | Upgrade Essential Infrastructure |

---

ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

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## SUBJECT:

Consider motion to approve Payment #1 in the amount of $176,400.81 to Rognes Corporation, for construction services on the North Four Mile Creek Trunk Sewer project.

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## EXECUTIVE SUMMARY:

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## FISCAL IMPACT: **No**

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## CITY MANAGER'S RECOMMENDATIONS:

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## 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

city of Ankeny
Bringing it all together

| | | | |
|---|---|---|---|
| **Project Title:** | North Four Mile Creek Truck Sewer Phase 2 | | |
| **Contractor:** | Rognes Corporation | | |
| **Address:** | 1609 N Ankeny Blvd, Ankeny, IA 50023 | | |
| **Finance Budget Code:** | 660.3660.4452 | **Finance Project #:** | 660.4452 |
| **Vendor Project #:** | | **Purchase Order #:** | |
| **Original Contract Date:** | November 30, 2023 | **Vendor Account #:** | 1768 |

---

**Date of Council Meeting:** May 20, 2024 **Payment Application #:** 1

**Payment Period:** From: March 31, 2024 Through: April 30, 2024

**Contract Summary:**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 2,076,232.00 | | |
| Net Change by Change Orders: | $ 72,083.00 | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 2,148,315.00 | |
| Total Completed and Stored to Date: | $ 218.75 | | |
| Retainage: 5 % of Completed Work: | $ 10.94 | | |
| Total Earned Less Retainage: | | $ 207.81 | |
| Less Previous Applications for Payment: | | $ - | |
| SUBTOTAL: | | | $ 207.81 |
| STORED MATERIALS: | | | $ 176,193.00 |
| **CURRENT PAYMENT DUE:** | | | **$ 176,400.81** |
| Balance to Finish, Including Retainage: | | $ 2,148,107.19 | |

Contract Time Remaining: 126.0 Working Days

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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: Rognes Corporation
Firm Name

Susan Evers
Signature

05-01-24
Date

Engineer / Consultant Approval: Foth Infrastructure and Environment, LLC
Firm Name

Blair A. Spotts Digitally signed by Blair A. Spotts DN: CN=Blair A. Spotts, OU=Active User Accounts, OU=Members, DC=foth, DC=com Date: 2024.05.07 12:18:56-05'00'
Signature

5-7-24
Date

City of Ankeny Staff Approval:

Donald Clark
Signature

5-8-24
Date

---

Submit to: Don Clark, Director of Municipal Utilities
E-mail: dclark@anktnyiowa.gov Phone Number: 515-963-3529

Date Printed: 4/30/2024

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

**Previous Applications for Payment:**

| No. | Date | Amount |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
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| 28 | | |
| 29 | | |
| 30 | | |
| 31 | | |
| 32 | | |
| 33 | | |
| 34 | | |
| 35 | | |

**Previous Applications for Payment:**

| No. | Date | Amount |
|---|---|---|
| 36 | | |
| 37 | | |
| 38 | | |
| 39 | | |
| 40 | | |
| 41 | | |
| 42 | | |
| 43 | | |
| 44 | | |
| 45 | | |
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| 63 | | |
| 64 | | |
| 65 | | |
| 66 | | |
| 67 | | |
| 68 | | |
| 69 | | |
| 70 | | |

**PREVIOUS PAY APPS TOTAL = $ -**

**Record of Change Orders:**

| No. | Date | Amount |
|---|---|---|
| 1 | April 15, 2024 | $ 72,083.00 |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |

**CHANGE ORDER TOTAL = $ 72,083.00**

**Contract Time Remaining:**

| | |
|---|---|
| Contract Period: | Working Days |
| Construction Start Date: | March 27, 2024 |

**Substantial Completion:**

| | |
|---|---|
| Contract Working Days: | 110.0 |
| Added by Change Order: | 25.0 |
| Total Working Days: | 135.0 |
| Working Days Used to Date: | 9.0 |
| Working Days Remaining: | **126.0** |

**Full Completion:**

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

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

| ITEM NO. | DESCRIPTION (Include Change Order # If Applicable) | UNITS | ORIGINAL PROPOSED QUANTITY | QUANTITY CHANGE (BY CHANGE ORDER) | TOTAL QUANTITY | UNIT PRICE | EXTENDED PRICE | TOTAL QUANTITY THIS PAY PERIOD | TOTAL VALUE THIS PAY PERIOD | TOTAL QUANTITY FROM PREVIOUS PAY PERIODS | TOTAL QUANTITY COMPLETE | TOTAL VALUE OF COMPLETED WORK | REMAINING QUANTITY | PERCENT COMPLETE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
|  | EARTHWORK |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2.1 | CLEARING AND GRUBBING | ACRE | 1.00 |  | 1.00 | $1 | $ 1.00 | 0.00 | $ - |  | 0.00 | $ - | 1.00 | 0.00% |
|  | SEWERS AND DRAINS |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4.1 | SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 18 IN | LF | 88.00 | (88.00) | 0.00 | $ 275.00 | $ - | 0.00 | $ - |  | 0.00 | $ - | 0.00 | 0.00% |
| CO 4.1 | SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 24 IN | LF |  | 88.00 | 88.00 | $ 395.00 | $ 34,760.00 | 0.00 | $ - |  | 0.00 | $ - |  |  |
| 4.2 | SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN | LF | 113.00 |  | 113.00 | $ 425.00 | $ 48,025.00 | 0.00 | $ - |  | 0.00 | $ - | 113.00 | 0.00% |
| 4.3 | SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 18 IN | LF | 612.00 | (612.00) | 0.00 | $ 988.00 | $ - | 0.00 | $ - |  | 0.00 | $ - | 0.00 | 0.00% |
| CO 4.3 | SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 24 IN | LF |  | 612.00 | 612.00 | $ 1,075.00 | $ 657,900.00 | 0.00 | $ - |  | 0.00 | $ - |  |  |
| 4.4 | SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 30 IN | LF | 1,130.00 |  | 1,130.00 | $ 1,125.00 | $1,271,250.00 | 0.00 | $ - |  | 0.00 | $ - | 1,130.00 | 0.00% |
|  | STRUCTURES FOR SANITARY AND STORM SEWERS |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 6.1 | MANHOLE, SANITARY SEWER, SW-301, 48 IN | EA | 3.00 |  | 3.00 | $ 5,500.00 | $ 16,500.00 | 0.00 | $ - |  | 0.00 | $ - | 3.00 | 0.00% |
| CO 6.1 | MANHOLE, SANITARY SEWER, SW-301, 48 IN. REBUILD BASE & 24" ALOKS |  |  | 2.00 | 2.00 | $ 2,712.00 | $ 5,424.00 | 0.00 | $ - |  | 0.00 | $ - |  |  |
| 6.2 | MANHOLE, SANITARY SEWER, SW-301, 60 IN | EA | 2.00 |  | 2.00 | $ 25,000.00 | $ 50,000.00 | 0.00 | $ - |  | 0.00 | $ - | 2.00 | 0.00% |
| CO 6.2 | MANHOLE, SANITARY SEWER, SW-301, 60 IN. REBUILD BASE & 24" ALOKS |  |  | 1.00 | 1.00 | $ 2,855.00 | $ 2,855.00 | 0.00 | $ - |  | 0.00 | $ - |  |  |
|  | TRAFFIC CONTROL |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 8.1 | TRAFFIC CONTROL | LS | 1.00 |  | 1.00 | $ 17,500.00 | $ 17,500.00 | 0.00 | $ - |  | 0.00 | $ - | 1.00 | 0.00% |
|  | SITE WORK AND LANDSCAPING |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 9.1 | CONVENTIONAL SEEDING & FERTILIZING TYPE 2 ( PERMENENT SEASON MIXTURE) | ACRE | 3.60 |  | 3.60 | $ 1,050.00 | $ 3,780.00 | 0.00 | $ - |  | 0.00 | $ - | 3.60 | 0.00% |
| 9.2 | CONVENTIONAL SEEDING & FERTILIZING TYPE 4 ( URBAN TEMPORARY MIXTURE) | ACRE | 3.60 |  | 3.60 | $ 250.00 | $ 900.00 | 0.00 | $ - |  | 0.00 | $ - | 3.60 | 0.00% |
| 9.3 | MULCHING, BONDED FIBER MATRIX | ACRE | 7.20 |  | 7.20 | $ 3,100.00 | $ 22,320.00 | 0.00 | $ - |  | 0.00 | $ - | 7.20 | 0.00% |
| 9.4 | SILT FENCE, INSTALLATION | LF | 2,300.00 |  | 2,300.00 | $ 1.75 | $ 4,025.00 | 125.00 | $ 218.75 |  | 125.00 | $ 218.75 | 2,175.00 | 5.43% |
| 9.5 | SILT FENCE, REMOVAL OF DEVICE | LF | 2,300.00 |  | 2,300.00 | $ 0.25 | $ 575.00 | 0.00 | $ - |  | 0.00 | $ - | 2,300.00 | 0.00% |
|  | MISCELLANEOUS |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 11.1 | MOBILIZATION | LS | 1.00 |  | 1.00 | $ 12,500.00 | $ 12,500.00 | 0.00 | $ - |  | 0.00 | $ - | 1.00 | 0.00% |
|  | CHANGE ORDER ITEMS |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 12.0 |  |  |  |  | 0.00 |  | $ - |  | $ - |  | 0.00 | $ - | 0.00 | 0.00% |
| 12.0 |  |  |  |  | 0.00 |  | $ - |  | $ - |  | 0.00 | $ - | 0.00 | 0.00% |

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $2,148,315.00 PAY PERIOD = $ 218.75 COMPLETED = $ 218.75 0.01%

Date printed: 4/30/2024

## MATERIALS STORED SUMMARY

| Description | Unit | Total Units | Unit Price | Ext. Cost |
|---|---|---|---|---|
| SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 30 IN | LF | 560 | $ 296.30 | $ 165,928.00 |
| CLOSURE-SS-30 | PC | 7 | $ 1,215.00 | $ 8,505.00 |
| C-FWCE-30-50 | PC | 4 | $ 440.00 | $ 1,760.00 |
| | | **SUBTOTAL** | | **$ 176,193.00** |

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| City Manager | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #13 in the amount of $6,204.87 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **Yes**

Funding for this item is specifically included in the City Council approved 2024-2028 Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Recommend approval of the Pay Application as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Fire Station No. 4 Pay Application #13 to SVPA |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

City of Ankeny
bringing it all together

**Project Title:** Fire Station No. 4
**Contractor:** Savage-Ver Ploeg & Associates, Inc., dba SVPA Architects Inc.
**Address:** 1466 28th Street, Suite 200, West Des Moines, IA 50266
**Finance Budget Code:** 901.1901.4210 **Finance Project Code:** 901.4210
**Vendor Project or Invoice #:** 23019.00 / #0039496 **PO #**
**Original Contract Date:** March 6, 2023 **Vendor #** 1859

---

**Date of Council Meeting** 05/20/2024 **PAYMENT REQUEST #** 13
**PAYMENT PERIOD:** From: 04/01/24 through: 04/28/24

**Contract Summary**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 348,400.00 | | |
| Net change by Change Orders: | $ 12,500.00 | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 360,900.00 | |
| Total completed and stored to date: | $ 295,442.00 | | |
| Retainage: 0 % of Completed Work: | $ - | | |
| Total Earned less Retainage: | | $ 295,442.00 ✓ | |
| Less previous applications for payment: | | $ 289,345.00 ✓ | |
| SUBTOTAL | | | $ 6,097.00 |
| OTHER CHARGES (Please attach an itemized list) | | | $ 107.87 |
| **CURRENT PAYMENT DUE** | | | $ 6,204.87 ✓ |
| Balance to finish, including retainage: | | $ 65,458.00 | |
| 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:* SVPA Architects Firm Name

Robert T. O Signature 5/2/2024 Date

*City of Ankeny Staff Approval*

Mike Schrock Signature 05/06/2024 Date

---

*Submit to:* *Mike Schrock, Assistant City Manager*
*Email:* *mschrock@ankenyiowa.gov* *Phone:* *515-965-6420* *Fax:*

Date Printed: 5/2/2024

**Expense Report**

NAME: Casey White

WEEK ENDING

0.67

| DATE | TO | JOB# | PROJECT | MILES | $$ |
|---|---|---|---|---|---|
| 3/20/2024 | Grimes | 23012 | Grimes FS | 20 | $ 13.40 |
| 3/20/2024 | Iowa Ape Cogn. | 24019 | | 38 | $ 25.46 |
| 3/27/2024 | Ank. FS 3 | 23019 | Ank FS 4 | 41 | $ 27.47 |
| 4/10/2024 | Ank FS HQ | 23019 | Ank FS 4 | 40 | $ 26.80 |
| 4/24/2024 | Ank FS3 | 23019 | Ank FS 4 | 41 | $ 27.47 |
| 4/1/2024 | Urbandale Food Pantry | OH | I understand if this does not | 7 | $ 4.69 |
| | | | Count | | $ - |
| | | | | | |
| | | | | | |
| Total | | | | 187.0 | $ 1,461.13 |

| OTHER | | | |
|---|---|---|---|
| DATE | PROJECT | EXPENSE | EXPLANATION |
| 3/18/2024 | Phone Case & Wallet | $ 35.88 | Attached Amazon |
| 4/23/2024 | Phone Payment | $ 36.11 | Attached US Cell |
| 04/24/204 | Phone Payment | $ 1,263.85 | Attached US Cell |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

122 miles @ .67 = $ 81.74 ✓

| DATE | DRIVER | PROJ. # | BEGIN READING | END READING | TOTAL MILES |
|---|---|---|---|---|---|
| 4-4-24 | JON 24002 3 | VALLEY CH. | 21801 | 21807 | 6 |
| 4-5/24 | THAD Algona | PROMO | 21807 | 21839 | 32 |
| 4/10 | BOB | 23017 1 | 21839 | 21878 | 39 |
| 4/10 | VITUS VAN BUREN 23020 | | 21878 | 22140 | 262 |
| 4/11 | Sara | Indoor Achaunt | 22140 | 22502 | 362 |
| 4/12 | RON YEST. | 23062. | 22502 | 22511 | 9 |
| 4/17 | BOB | 23003 | 22511 | 22595 | 84 |
| 4/19 | VITUS OWL HOUSE | 23029 | 22595 | 22635 | 40 |
| 4/22 | VITUS CCW | 23088 | 22636 | 22749 | 114 |
| 4/23 | Sara | 23070 | 22779 | 22797 | 48 |
| 4/23 | JONAH CCW | OH 23061 | 22797 | 22823 | 26 |
| 4/23 | Bob, Mike | ~~[illegible]~~ | 22823 | 22840 | 17 |
| 4/24 | BOB (GRANTS) | 23012 | 22840 | 22864 | 24 |
| 4/29 | VITUS MT. PLEASANT | PROMO | 22864 | 23152 | 288 |
| 4/30 | VITUS BIRCHWOOD | PROMO | 23152 | 23169 | 17 |
| 4/30 | THAD MCCLURE ATT. | PROMO | 23169 | 23176 | 10 |
| 4/30 | Damion | 22679 | 23176 | 23188 | 12 |

319 745 5722

39 Miles @ . 67 = $ 26.13 ✓

SVPA
ARCHITECTS

www.svpa-architects.com
Phone 515.327.5990

1466 28th Street, Suite 200
West Des Moines, Iowa 50266

Mike Schrock
City of Ankeny
410 West First Street
Ankeny, IA 50023-0944

May 2, 2024
Project No: 23019.00
Invoice No: 0039496

Project 23019.00 Ankeny Fire Station #4
Beyond Fee: Snyder & Associates Survey Services $4,600.

**Professional Services from April 1, 2024 to April 28, 2024**

Phase 03 Schematic Design

**Fee**

| **Billing Phase** | **Fee** | **Percent Complete** | **Earned** |
|---|---|---|---|
| Schematic Design | 52,260.00 | 100.00 | 52,260.00 |
| Design Development | 69,680.00 | 100.00 | 69,680.00 |
| Construction Documents | 132,392.00 | 100.00 | 132,392.00 |
| Bidding/Negotiation | 6,968.00 | 100.00 | 6,968.00 |
| Construction Administration | 87,100.00 | 27.00 | 23,517.00 |
| Amendment #1 | 12,500.00 | 85.00 | 10,625.00 |
| Total Fee | 360,900.00 | | 295,442.00 |
| | | Previous Fee Billing | 289,345.00 |
| | | Current Fee Billing | 6,097.00 |

| | |
|---|---|
| **Total Fee** | **6,097.00** |
| **Total this Phase** | **$6,097.00** |

Phase 07 Construction Administration

**Reimbursable Expenses**

| | | |
|---|---|---|
| Mileage & Parking | 81.74 | |
| **Total Reimbursables** | **81.74** | **81.74** |

**Unit Billing**

Mileage

**26.13**

| | |
|---|---|
| **Total this Phase** | **$107.87** ✓ |
| **Total this Invoice** | **$6,204.87** ✓ |

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Public Works | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of $56,522.15 to TK Concrete, Inc., for construction services on the 2024 PCC Street Patching 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:** 2024 PCC Street Patching Program
**Contractor:** TK Concrete, Inc.
**Address:** 1608 Fifield Road, Pella, Iowa 50219
**Finance Budget Code:** 963.3963.4451 **Finance Project #:** 963.4451
**Vendor Project #:** N/A **Purchase Order #:** N/A
**Original Contract Date:** April 1, 2024 **Vendor Account #:** 4907

**Date of Council Meeting:** May 20, 2024 **Payment Application #:** 1

**Payment Period:** From: April 22, 2024 Through: May 4, 2024

**Contract Summary:**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 789,727.00 | | |
| Net Change by Change Orders: | $ - | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 789,727.00 | |
| Total Completed and Stored to Date: | $ 59,497.00 | | |
| Retainage: 5 % of Completed Work: | $ 2,974.85 | | |
| Total Earned Less Retainage: | | $ 56,522.15 | |
| Less Previous Applications for Payment: | | $ - | |
| SUBTOTAL: | | | $ 56,522.15 |
| OTHER CHARGES: | | | $ - |
| **CURRENT PAYMENT DUE:** | | | **$ 56,522.15** |
| Balance to Finish, Including Retainage: | | $ 733,204.85 | |

Contract Time Remaining (Substantial): 94.0 Working Days
Contract Time Remaining (Final): 10.0 Working Days

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

Construction Contractor Approval: TK Concrete, Inc.
Firm Name

Signature Date 5-8-24

Engineer / Consultant Approval:
Firm Name

Signature Date

City of Ankeny Staff Approval:

Signature Date 5/8/2024

Submit to: Matthew Grgurich, P.E. - Civil Engineer II
E-mail: MGrgurich@AnkenyIowa.gov Phone Number: (515) 963-3549

Date Printed: 5/8/2024

# 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TRENCH EXCAVATION AND BACKFILL | | | | | | | | | | | | | |
| 3.01 | Trench Compaction Testing | LS | 1.00 | | 1.00 | $ 2,050.00 | $ 2,050.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| | SEWERS AND DRAINS | | | | | | | | | | | | | |
| 4.01 | Storm Sewer, Trenched, Class V RCP, 12" Diameter, R-5 Bedding | LF | 94.00 | | 94.00 | $ 104.50 | $ 9,823.00 | | $ - | | 0.00 | $ - | 94.00 | 0.00% |
| 4.02 | Storm Sewer, Trenched, Class V RCP, 15" Diameter, R-5 Bedding | LF | 8.00 | | 8.00 | $ 220.00 | $ 1,760.00 | | $ - | | 0.00 | $ - | 8.00 | 0.00% |
| 4.03 | Storm Sewer, Trenched, Class IV RCP, Arch 22" X 14" Diameter, R-5 Bedding | LF | 188.00 | | 188.00 | $ 165.00 | $ 31,020.00 | | $ - | | 0.00 | $ - | 188.00 | 0.00% |
| 4.04 | Removal of Storm Sewer, RCP, 15" Diameter | LF | 132.00 | | 132.00 | $ 22.00 | $ 2,904.00 | | $ - | | 0.00 | $ - | 132.00 | 0.00% |
| | WATER MAINS AND APPURTENANCES | | | | | | | | | | | | | |
| 5.01 | Water Main, Trenched, PVC, 8" Diameter | LF | 277.00 | | 277.00 | $ 105.00 | $ 29,085.00 | | $ - | | 0.00 | $ - | 277.00 | 0.00% |
| 5.02 | Fitting, 45 Degree Bend, 8" Diameter | EA | 16.00 | | 16.00 | $ 1,100.00 | $ 17,600.00 | | $ - | | 0.00 | $ - | 16.00 | 0.00% |
| 5.03 | Fitting, 8" X 8" Tee | EA | 1.00 | | 1.00 | $ 1,700.00 | $ 1,700.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 5.04 | Fitting, 8" X 6" Reducer | EA | 4.00 | | 4.00 | $ 2,000.00 | $ 8,000.00 | | $ - | | 0.00 | $ - | 4.00 | 0.00% |
| 5.05 | Water Main Removal, 6" Diameter | LF | 268.00 | | 268.00 | $ 22.00 | $ 5,896.00 | | $ - | | 0.00 | $ - | 268.00 | 0.00% |
| 5.06 | Gate Valve, 6" Diameter | EA | 4.00 | | 4.00 | $ 3,075.00 | $ 12,300.00 | | $ - | | 0.00 | $ - | 4.00 | 0.00% |
| 5.07 | Fire Hydrant Assembly | EA | 1.00 | | 1.00 | $ 8,580.00 | $ 8,580.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 5.08 | Fire Hydrant Assembly Removal | EA | 1.00 | | 1.00 | $ 1,050.00 | $ 1,050.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 5.09 | Valve Removal | EA | 2.00 | | 2.00 | $ 550.00 | $ 1,100.00 | | $ - | | 0.00 | $ - | 2.00 | 0.00% |
| | STRUCTURES FOR SANITARY AND STORM SEWERS | | | | | | | | | | | | | |
| 6.01 | Manhole, SW-401, 60" Diameter, Modified, Precast | EA | 2.00 | | 2.00 | $ 9,250.00 | $ 18,500.00 | | $ - | | 0.00 | $ - | 2.00 | 0.00% |
| 6.02 | Intake, SW-505, 6'-8" X 2'-0", Modified, Precast | EA | 5.00 | | 5.00 | $ 8,125.00 | $ 40,625.00 | | $ - | | 0.00 | $ - | 5.00 | 0.00% |
| 6.03 | Intake, SW-505, 6'-8" X 2'-0", Cast-in-place | EA | 1.00 | | 1.00 | $ 14,850.00 | $ 14,850.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 6.04 | Intake, SW-506, 6'-8" X 6'-0", Modified, Cast-in-place | EA | 1.00 | | 1.00 | $ 19,750.00 | $ 19,750.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 6.05 | Manhole Adjustment, Sanitary, Minor, SELFLEVEL | EA | 2.00 | | 2.00 | $ 2,750.00 | $ 5,500.00 | | $ - | | 0.00 | $ - | 2.00 | 0.00% |
| 6.06 | Manhole Adjustment, Sanitary, Minor, Two-Piece | EA | 2.00 | | 2.00 | $ 2,850.00 | $ 5,700.00 | | $ - | | 0.00 | $ - | 2.00 | 0.00% |
| 6.07 | Manhole Adjustment, Storm, Minor, Two-Piece | EA | 1.00 | | 1.00 | $ 1,750.00 | $ 1,750.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 6.08 | Intake Adjustment, Minor, Single Grate | EA | 6.00 | | 6.00 | $ 3,700.00 | $ 22,200.00 | | $ - | | 0.00 | $ - | 6.00 | 0.00% |
| 6.09 | Connection to Existing Manhole | EA | 1.00 | | 1.00 | $ 5,500.00 | $ 5,500.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 6.10 | Remove Intake | EA | 3.00 | | 3.00 | $ 1,000.00 | $ 3,000.00 | | $ - | | 0.00 | $ - | 3.00 | 0.00% |
| | STREETS AND RELATED WORK | | | | | | | | | | | | | |
| 7.01 | Pavement, PCC, Class C-SUD, 7" Thick | SY | 1,283.00 | | 1,283.00 | $ 72.00 | $ 92,376.00 | | $ - | | 0.00 | $ - | 1,283.00 | 0.00% |
| 7.02 | Pavement, PCC, Class C-SUD, 7" Thick, Fully-Reinforced | SY | 392.00 | | 392.00 | $ 76.50 | $ 29,988.00 | | $ - | | 0.00 | $ - | 392.00 | 0.00% |
| 7.03 | Pavement, PCC, Class C-SUD, 8" Thick | SY | 543.00 | | 543.00 | $ 76.00 | $ 41,268.00 | | $ - | | 0.00 | $ - | 543.00 | 0.00% |
| 7.04 | Removal of Sidewalk | SY | 239.00 | | 239.00 | $ 15.00 | $ 3,585.00 | | $ - | | 0.00 | $ - | 239.00 | 0.00% |
| 7.05 | Removal of Driveway | SY | 71.00 | | 71.00 | $ 15.00 | $ 1,065.00 | | $ - | | 0.00 | $ - | 71.00 | 0.00% |
| 7.06 | Sidewalk, PCC, Class C, 4" Thick | SY | 134.00 | | 134.00 | $ 55.00 | $ 7,370.00 | | $ - | | 0.00 | $ - | 134.00 | 0.00% |
| 7.07 | Sidewalk, PCC, Class C, 5" Thick | SY | 29.00 | | 29.00 | $ 65.00 | $ 1,885.00 | | $ - | | 0.00 | $ - | 29.00 | 0.00% |
| 7.08 | Sidewalk, PCC, Class C, 6" Thick | SY | 71.00 | | 71.00 | $ 75.00 | $ 5,325.00 | | $ - | | 0.00 | $ - | 71.00 | 0.00% |
| 7.09 | Detectable Warnings, Galvanized Steel | SF | 104.00 | | 104.00 | $ 50.00 | $ 5,200.00 | | $ - | | 0.00 | $ - | 104.00 | 0.00% |
| 7.10 | Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick | SY | 78.00 | | 78.00 | $ 65.00 | $ 5,070.00 | | $ - | | 0.00 | $ - | 78.00 | 0.00% |
| 7.11 | Full Depth Patches, PCC, Class C-SUD, 9" Thick | SY | 1,854.00 | | 1,854.00 | $ 96.50 | $ 178,911.00 | 500.00 | $ 48,250.00 | | 500.00 | $ 48,250.00 | 1,354.00 | 26.97% |
| 7.12 | Subbase Over-excavation, 6" Depth | SY | 388.00 | | 388.00 | $ 15.00 | $ 5,820.00 | | $ - | | 0.00 | $ - | 388.00 | 0.00% |
| 7.13 | Pavement Removal, PCC | SY | 1,675.00 | | 1,675.00 | $ 12.00 | $ 20,100.00 | | $ - | | 0.00 | $ - | 1,675.00 | 0.00% |
| | TRAFFIC CONTROL | | | | | | | | | | | | | |
| 8.01 | Painted Pavement Markings, Waterborne | STA | 17.70 | | 17.70 | $ 600.00 | $ 10,620.00 | | $ - | | 0.00 | $ - | 17.70 | 0.00% |
| 8.02 | Wet, Retroflective Removable Tape Markings | STA | 3.80 | | 3.80 | $ 520.00 | $ 1,976.00 | 1.10 | $ 572.00 | | 1.10 | $ 572.00 | 2.70 | 28.95% |
| 8.03 | Wet, Retroflective Removable Symbols | EA | 2.00 | | 2.00 | $ 650.00 | $ 1,300.00 | | $ - | | 0.00 | $ - | 2.00 | 0.00% |
| 8.04 | Temporary Traffic Control | LS | 1.00 | | 1.00 | $ 32,750.00 | $ 32,750.00 | 0.10 | $ 3,275.00 | | 0.10 | $ 3,275.00 | 0.90 | 10.00% |
| 8.05 | Portable Dynamic Message Sign (PDMS) | CDAY | 30.00 | | 30.00 | $ 250.00 | $ 7,500.00 | 10.00 | $ 2,500.00 | | 10.00 | $ 2,500.00 | 20.00 | 33.33% |
| 8.06 | Remove and Reinstall Traffic Signs | EA | 1.00 | | 1.00 | $ 1,000.00 | $ 1,000.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| | SITE WORK AND LANDSCAPING | | | | | | | | | | | | | |
| 9.01 | Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding | AC | 0.30 | | 0.30 | $ 6,250.00 | $ 1,875.00 | | $ - | | 0.00 | $ - | 0.30 | 0.00% |
| 9.02 | Inlet Protection Device, Surface-applied | EA | 20.00 | | 20.00 | $ 150.00 | $ 3,000.00 | | $ - | | 0.00 | $ - | 20.00 | 0.00% |
| 9.03 | Inlet Protection Device, Drop-in | EA | 20.00 | | 20.00 | $ 225.00 | $ 4,500.00 | | $ - | | 0.00 | $ - | 20.00 | 0.00% |
| 9.04 | Inlet Protection Device, Maintenance | EA | 40.00 | | 40.00 | $ 25.00 | $ 1,000.00 | | $ - | | 0.00 | $ - | 40.00 | 0.00% |
| | MISCELLANEOUS | | | | | | | | | | | | | |
| 11.01 | Mobilization | LS | 1.00 | | 1.00 | $ 44,000.00 | $ 44,000.00 | 0.10 | $ 4,400.00 | | 0.10 | $ 4,400.00 | 0.90 | 10.00% |
| 11.02 | Maintenance of Postal Service | LS | 1.00 | | 1.00 | $ 1,500.00 | $ 1,500.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |
| 11.03 | Maintenance of Solid Waste Collection | LS | 1.00 | | 1.00 | $ 1,500.00 | $ 1,500.00 | | $ - | | 0.00 | $ - | 1.00 | 0.00% |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 11.04 | Temporary Pedestrian Ramp | EA | 4.00 | | 4.00 | $ 1,000.00 | $ 4,000.00 | | $ - | | 0.00 | $ - | 4.00 | 0.00% |
| 11.05 | Concrete Washout | LS | 1.00 | | 1.00 | $ 5,000.00 | $ 5,000.00 | 0.10 | $ 500.00 | | 0.10 | $ 500.00 | 0.90 | 10.00% |
| | CHANGE ORDER ITEMS | | | | | | | | | | | | | |
| 12.01 | | | | | 0.00 | | $ - | | $ - | | 0.00 | $ - | 0.00 | 0.00% |
| 12.02 | | | | | 0.00 | | $ - | | $ - | | 0.00 | $ - | 0.00 | 0.00% |
| 12.03 | | | | | 0.00 | | $ - | | $ - | | 0.00 | $ - | 0.00 | 0.00% |
| 12.04 | | | | | 0.00 | | $ - | | $ - | | 0.00 | $ - | 0.00 | 0.00% |
| 12.05 | | | | | 0.00 | | $ - | | $ - | | 0.00 | $ - | 0.00 | 0.00% |

**TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK** CONTRACT = $ 789,727.00 PAY PERIOD = $ 59,497.00 COMPLETED = $ 59,497.00 7.53%

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

**Previous Applications for Payment:**

| No. | Date | Amount |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
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| 34 | | |
| 35 | | |

**Previous Applications for Payment:**

| No. | Date | Amount |
|---|---|---|
| 36 | | |
| 37 | | |
| 38 | | |
| 39 | | |
| 40 | | |
| 41 | | |
| 42 | | |
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| 68 | | |
| 69 | | |
| 70 | | |

**PREVIOUS PAY APPS TOTAL = $ -**

**Record of Change Orders:**

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

**CHANGE ORDER TOTAL = $ -**

**Contract Time Remaining:**

| | |
|---|---|
| Contract Period: | Working Days |
| Construction Start Date: | April 22, 2024 |

**Substantial Completion:**

| | |
|---|---|
| Contract Working Days: | 100.0 |
| Added by Change Order: | |
| Total Working Days: | 100.0 |
| Working Days Used to Date: | 6.0 |
| Working Days Remaining: | 94.0 |

**Full Completion:**

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

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| | |
|---|---|
| ORIGINATING DEPARTMENT:<br>Finance | COUNCIL GOAL: |

---

ACTION REQUESTED:
Motion

---

LEGAL:

---

SUBJECT:

Consider motion to approve the May 20, 2024 Accounts Payable.

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

## ATTACHMENTS:

| Click to download |
|---|
| 🗋 AP Recap |
| 🗋 AP Check Report |

# CITY OF ANKENY
# ACCOUNTS PAYABLE RECAP
## MAY 20, 2024

| Fund | | PAYMENTS |
|---|---|---|
| 100 | General Fund | $ 280,096.25 |
| 220 | Fire Gift Fund | - |
| 233 | Hotel Motel Tax Fund | - |
| 240 | Parks Improvements | - |
| 250 | Police Gift Fund | - |
| 260 | Road Use Tax Fund | 48,807.56 |
| 270 | Seizure Fund | - |
| 280 | Tax Increment Financing Fund | - |
| 284 | Economic Development Fund | - |
| 290 | Police/Fire Pension Fund | - |
| 300 | Debt Service Fund | 22,754,306.23 |
| 430 | Library Foundation Fund | - |
| 440 | Park Dedication Trust Fund | - |
| 445 | Sports Complex Foundation Fund | - |
| 446 | Ankeny Garden Club | - |
| 448 | Miracle Park Fund | - |
| 449 | Dog Park Trust Fund | - |
| 484 | Civic Trust Fund | - |
| 491 | Ankeny Foundation Fund | - |
| 500 | Solid Waste Fund | - |
| 510 | Water Fund | 252,908.36 |
| 520 | Water Improvement Fund | - |
| 530 | Water Sinking Fund | 1,669,664.16 |
| 550 | Sewer Fund | 615,123.45 |
| 560 | Sewer Improvement Fund | - |
| 570 | Sewer Sinking Fund | - |
| 580 | Stormwater Fund | 8,078.99 |
| 590 | Golf Course Fund | 24,615.27 |
| 600-699 | Enterprise Project Funds | 737,597.28 |
| 710 | Revolving Fund | 30,305.88 |
| 720 | Risk Management Fund | 6,844.15 |
| 730 | Health Insurance Fund | 218.84 |
| 770 | Sustainability Revolving Loan | - |
| 780 | Economic Development Revolving | - |
| 790 | Equipment Reserve Fund | - |
| 800-880,890 | Special Assessments Funds | - |
| 900 | BAN/Bond Activity Fund | - |
| 882-998 | Capital Projects Funds | 1,818,960.41 |
| | Sub Total | $ 28,247,526.83 |
| | Payroll Totals | 1,433,335.74 |
| | Service Transfers/ACH Drafts | (207,017.38) |
| | Agenda Payments Approved Separately | (2,539,855.11) |
| | Grand Total | $ 26,933,990.08 |

Honorable Mayor & City Council:

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

David A. Jones 5/16/24

City Manager Date

```
VENDOR SET: 01     City of Ankeny
BANK:       *      ALL BANKS
DATE RANGE: 5/09/2024 THRU  5/22/2024

                                                                      CHECK         INVOICE                CHECK   CHECK     CHECK
VENDOR I.D.                 NAME                           STATUS      DATE          AMOUNT     DISCOUNT      NO   STATUS    AMOUNT

       C-CHECK              VOID CHECK                       V    5/20/2024                                 247558

       C-CHECK              VOID CHECK                       V    5/20/2024                                 247559



  * *  T O T A L S  * *                     NO                                 INVOICE AMOUNT        DISCOUNTS        CHECK AMOUNT
    REGULAR CHECKS:                          0                                           0.00             0.00                0.00
       HAND CHECKS:                          0                                           0.00             0.00                0.00
            DRAFTS:                          0                                           0.00             0.00                0.00
               EFT:                          0                                           0.00             0.00                0.00
        NON CHECKS:                          0                                           0.00             0.00                0.00

       VOID CHECKS:                          2 VOID DEBITS             0.00
                                               VOID CREDITS            0.00              0.00             0.00

TOTAL ERRORS:   0

                                            NO                                 INVOICE AMOUNT        DISCOUNTS        CHECK AMOUNT
  VENDOR SET: 01  BANK:      TOTALS:         2                                           0.00             0.00                0.00

  BANK:         TOTALS:                      2                                           0.00             0.00                0.00
```

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VENDOR SET: 01     City of Ankeny
BANK:       APFNB  FIRST NATIONAL BANK AMES
DATE RANGE: 5/09/2024 THRU  5/22/2024

                                                            CHECK          INVOICE                    CHECK   CHECK      CHECK
VENDOR I.D.            NAME                         STATUS     DATE           AMOUNT     DISCOUNT        NO   STATUS    AMOUNT

009645                911 CUSTOM LLC
       I-56454         LIGHTS FOR SHIELDS               R    5/20/2024        1,712.50                 247531          1,712.50
                                                                 *** VENDOR TOTALS ***          1 CHECKS            1,712.50

008711                 A CUT ABOVE LAWN CARE & LANDSC
       I-1006          04/24-05/24 NORTH MOWING         R    5/20/2024        8,069.20                 247532
       I-1008          05/07/24-05/10/24NORTH MOWING    R    5/20/2024        8,069.20                 247532         16,138.40
                                                                 *** VENDOR TOTALS ***          1 CHECKS           16,138.40

001844                A TECH INC-TCI
       I-620092        TEST/TAG/INSPECTION - PW         E    5/22/2024          292.00                 009520            292.00
                                                                 *** VENDOR TOTALS ***          1 CHECKS              292.00

004997                 ABSOLUTE CONCRETE CONSTRUCTION
       I-PAY 2-NW NTHLWN UT PAY 2- NW NTHLOW UTLTY IMP P3    R    5/20/2024       94,084.20                 247533         94,084.20
                                                                 *** VENDOR TOTALS ***          1 CHECKS           94,084.20

000003                 ACCO UNLIMITED CORP
       I-0241735-IN    UV WINDOW GLASS-AC               R    5/20/2024          115.01                 247534            115.01
                                                                 *** VENDOR TOTALS ***          1 CHECKS              115.01

000164                G & S HARDWARE INC
       I-209934/2      NUTS/BOLTS-CFAC                  R    5/20/2024           12.16                 247535
       I-209938/2      PVC/BOLTS - AC                   R    5/20/2024           10.63                 247535
       I-209950/2      HEDGE TRIMMER - PKS              R    5/20/2024          619.98                 247535            642.77
                                                                 *** VENDOR TOTALS ***          1 CHECKS              642.77

005541                 ACUSHNET COMPANY
       I-917904440     MERCHANDISE FOR RESALE           R    5/20/2024          146.05                 247536
       I-917914823     MERCHANDISE FOR RESALE           R    5/20/2024          253.25                 247536
       I-917915296     MERCHANDISE FOR RESALE           R    5/20/2024          102.55                 247536
       I-917928021     MERCHANDISE FOR RESALE           R    5/20/2024          211.57                 247536            713.42
                                                                 *** VENDOR TOTALS ***          1 CHECKS              713.42

003624                 JOEL HUGGINS
       I-3             04/28/24-05/04/24 SOUTH ZONE     E    5/22/2024       10,034.76                 009535
       I-4             5/5/24-5/11/24 SOUTH MOWING      E    5/22/2024       10,034.76                 009535         20,069.52
                                                                 *** VENDOR TOTALS ***          1 CHECKS           20,069.52

000026                AHLERS & COONEY PC
       I-865784        SVCS 4/15/24 SE CORP WOODS DR    E    5/22/2024        1,900.00                 009503
       I-865785        SVCS 4/15/24 2024 PCC STREET     E    5/22/2024        1,900.00                 009503
       I-865786        SVCS 4/15/24 NE 62ND TO 4 MILE   E    5/22/2024        1,900.00                 009503
       I-865787        SVCS 4/15/24 2024 PCC PVMNT      E    5/22/2024        1,900.00                 009503
       I-865788        SVCS 4/15/24 2024 CIPP LINING    E    5/22/2024        1,900.00                 009503          9,500.00
                                                                 *** VENDOR TOTALS ***          1 CHECKS            9,500.00
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VENDOR SET: 01     City of Ankeny
BANK:       APFNB  FIRST NATIONAL BANK AMES
DATE RANGE: 5/09/2024 THRU  5/22/2024

                                                            CHECK         INVOICE                 CHECK   CHECK     CHECK
VENDOR I.D.              NAME                        STATUS     DATE          AMOUNT     DISCOUNT      NO  STATUS    AMOUNT

000226                   AIRGAS NORTH CENTRAL INC
       I-9149260850      OXYGEN - FD                   R    5/20/2024          47.72                247537             47.72
                                                                *** VENDOR TOTALS ***           1 CHECKS                47.72

011228                   MERRY E AMANN
       I-04/04/24-05/23/24  4/4-5/23/24 TAI CHI        E    5/22/2024         220.00                009586            220.00
                                                                *** VENDOR TOTALS ***           1 CHECKS               220.00

009262                   AMAZON CAPITAL SERVICES INC
       I-179V-DD7V-Y4WQ  MULTIMEDIA-KL                 E    5/22/2024          59.88                009559
       I-17N7-GFR6-7RMF  MULTIMEDIA-KL                 E    5/22/2024         129.70                009559
       I-17YD-NJ44-9TM7  SIGN HOLDER/BATTS - KL        E    5/22/2024          51.52                009559
       I-19NK-X19M-4V33  SUNSCREEN/SPRAY BOTTLES-AC    E    5/22/2024         215.68                009559
       I-1C9L-6NDD-MCTY  GRINDER - MU                  E    5/22/2024         187.04                009559
       I-1CM9-JM41-KDL9  MULTIMEDIA - KL               E    5/22/2024          81.08                009559
       I-1D3H-QWDH-GPVR  BEACH BALLS/DECOR - KL        E    5/22/2024         116.23                009559
       I-1DKV-L666-7P43  CARIBEENER/PROBE/WHEEL-SW     E    5/22/2024         224.73                009559
       I-1DLY-GHT9-WWX4  MISC SUPPLIES -ACC            E    5/22/2024         391.26                009559
       I-1FDR-44JV-DFCX  MULTIMEDIA-KL                 E    5/22/2024         105.80                009559
       I-1FFN-YF9K-NKWM  HAND CUFF CASE - PD           E    5/22/2024          37.29                009559
       I-1FJC-7VKT-9M77  MISC BOOKS - KL               E    5/22/2024          19.76                009559
       I-1KFJ-4KXV-DGCL  MULTIMEDIA -KL                E    5/22/2024          39.96                009559
       I-1LP1-D13W-DQ1C  BATTERIES - MU                E    5/22/2024         358.00                009559
       I-1LXD-K67M-4QGM  MISC BOOKS -KL                E    5/22/2024         272.47                009559
       I-1M3T-HHVN-NR7M  WIRE HOOKS - PSB              E    5/22/2024          18.84                009559
       I-1MXP-1M9V-G6NW  POLE TRIPOD-PRSC              E    5/22/2024         118.97                009559
       I-1NKV-JWDF-494C  WINDOW CLINGS -KL             E    5/22/2024           7.90                009559
       I-1NRR-PLMP-F6WQ  MISC BOOKS/SUPS-KL            E    5/22/2024         130.06                009559
       I-1P9G-J3JH-6T36  MULTIMEDIA - KL               E    5/22/2024          47.97                009559
       I-1QJG-KGPN-LT9C  MULTIMEDIA - KL               E    5/22/2024          24.96                009559
       I-1QXM-W77H-CWWY  TRAINING BOOKS - FD           E    5/22/2024         197.50                009559
       I-1V4L-GVCG-9Y7D  MISC BOOKS - KL               E    5/22/2024         260.32                009559
       I-1W4L-K9HW-9C9G  STAPLER - FINANCE             E    5/22/2024          52.99                009559
       I-1XLX-17C7-714Q  TV - TRAFFIC ROOM             E    5/22/2024         497.95                009559
       I-1Y66-YKRM-7PVG  PAPER TOWELS/FRAMES-KL        E    5/22/2024          44.23                009559          3,692.09
                                                                *** VENDOR TOTALS ***           1 CHECKS             3,692.09

007078                   RON ANDERSON
       I-5/07/24         STORMWATER BMP REIMBURSEMENT  R    5/20/2024          56.26                247538             56.26
                                                                *** VENDOR TOTALS ***           1 CHECKS                56.26

008687                   ANKENY AMERICAN LEGION POST 42
       I-422-WMR-24      FLAGS - FD                    R    5/20/2024         452.46                247539            452.46
                                                                *** VENDOR TOTALS ***           1 CHECKS               452.46
```

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE: 5/09/2024 THRU 5/22/2024

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 000043 | ANKENY COMMUNITY SCHOOLS | | | | | | | |
| I-2024 MYC SPEAKER | 2024 MYC SPEAKER | R | 5/20/2024 | 250.00 | | 247540 | | 250.00 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 250.00 |
| 011996 | ANKENY HARDWARE STORE LLC | | | | | | | |
| I-1116109 | STAIR REPAIR SUPPLIES-PKS | E | 5/22/2024 | 74.92 | | 009572 | | |
| I-1121279 | BITS/HELIX/MISC - OCM | E | 5/22/2024 | 51.42 | | 009572 | | |
| I-1121311 | LOCK SNICK PASS- PKS | E | 5/22/2024 | 29.99 | | 009572 | | |
| I-1121317 | BATTERIES/TWIST TIES-P&R | E | 5/22/2024 | 76.43 | | 009572 | | |
| I-1122687 | STREET SUPPLIES - PW | E | 5/22/2024 | 50.97 | | 009572 | | |
| I-1122963 | SOCKETS/HEX KEY SET- PKS | E | 5/22/2024 | 41.96 | | 009572 | | |
| I-1123074 | WATER CONNECTION WASHERS-AC | E | 5/22/2024 | 4.49 | | 009572 | | |
| I-1123106 | SINGLE CUT KEY - OCM | E | 5/22/2024 | 11.96 | | 009572 | | |
| I-1123967 | UBOLTS/NOZZLE - OCM | E | 5/22/2024 | 42.74 | | 009572 | | 384.88 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 384.88 |
| 009326 | RYAN ARENDSE | | | | | | | |
| I-04/09/2024 MEAL | 4/9/24 MEAL | E | 5/22/2024 | 17.65 | | 009581 | | 17.65 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 17.65 |
| 000057 | ARNOLD MOTOR SUPPLY | | | | | | | |
| C-15CR014931 | CR: UNIT #115 PARTS | R | 5/20/2024 | 48.00CR | | 247541 | | |
| I-15NV178778 | UNIT #115 PARTS | R | 5/20/2024 | 348.76 | | 247541 | | |
| I-15NV178841 | SHOP SUPPLIES - CG | R | 5/20/2024 | 73.90 | | 247541 | | |
| I-15NV179302 | UNIT #740 PARTS | R | 5/20/2024 | 54.17 | | 247541 | | |
| I-15NV179600 | WIRE STRIPPER - CG | R | 5/20/2024 | 32.99 | | 247541 | | |
| I-15NV179617 | WIRE STRIPPER - CG | R | 5/20/2024 | 40.99 | | 247541 | | |
| I-15NV179744 | WRENCH SET - CG | R | 5/20/2024 | 35.99 | | 247541 | | 538.80 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 538.80 |
| 002625 | PHILIP L ASCHEMAN PHD | | | | | | | |
| I-5/10/2024 | FD PRE-EMP EVALS | R | 5/20/2024 | 2,115.00 | | 247542 | | |
| I-ANK2024 (3) | ANNUAL PD EVALS | R | 5/20/2024 | 3,625.00 | | 247542 | | 5,740.00 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 5,740.00 |
| 002549 | ATLANTIC BOTTLING COMPANY | | | | | | | |
| I-4506545 | BEVERAGES FOR RESALE-HAWKEYE | R | 5/20/2024 | 778.20 | | 247543 | | |
| I-4521033 | BEVERAGES FOR RESALE - OC | R | 5/20/2024 | 419.51 | | 247543 | | |
| I-4532251 | BEVERAGES FOR RESALE - OC | R | 5/20/2024 | 722.15 | | 247543 | | 1,919.86 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 1,919.86 |
| 008024 | AUREON COMMUNICATIONS LLC | | | | | | | |
| I-04/2024 | 04/01/24-04/30/24 STATEMENT | E | 5/22/2024 | 1,839.31 | | 009552 | | 1,839.31 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 1,839.31 |

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VENDOR SET: 01     City of Ankeny
BANK:       APFNB  FIRST NATIONAL BANK AMES
DATE RANGE: 5/09/2024 THRU  5/22/2024

                                                              CHECK         INVOICE                  CHECK   CHECK     CHECK
VENDOR I.D.            NAME                         STATUS     DATE          AMOUNT     DISCOUNT       NO   STATUS    AMOUNT

005865                 TASER INTERNATIONAL INC
       I-INUS232752    T10 CERT BUNDLE/TRAINING        R    5/20/2024     37,646.20                 247544
       I-INUS239299    AXON TRANSFER CREDIT            R    5/20/2024      4,236.06                 247544        41,882.26
                                                                 *** VENDOR TOTALS ***           1 CHECKS          41,882.26

000067                 BAKER & TAYLOR INC
       I-2038260401    MISC BOOKS - KL                 E    5/22/2024      1,376.13                 009504
       I-2038270674    MISC BOOKS-KL                   E    5/22/2024        429.61                 009504
       I-2038275281    MISC BOOKS - KL                 E    5/22/2024        987.00                 009504
       I-2038279039    MISC BOOKS - KL                 E    5/22/2024        526.76                 009504
       I-2038287631    MISC BOOKS - KL                 E    5/22/2024      1,065.02                 009504         4,384.52
                                                                 *** VENDOR TOTALS ***           1 CHECKS           4,384.52

009922                 ROBERT BALL
       I-10/02/23-10/06/23  10/2-10/6/23 TRAVEL        E    5/22/2024         79.91                 009585            79.91
                                                                 *** VENDOR TOTALS ***           1 CHECKS              79.91

006349                 HY-VEE INC-BDI
       I-73298         ALCOHOL FOR RESALE-OC           R    5/20/2024      1,084.37                 247545         1,084.37
                                                                 *** VENDOR TOTALS ***           1 CHECKS           1,084.37

005950                 BLACKSTONE AUDIO INC
       I-2151664       MULTIMEDIA/SHELF SVCS- KL       R    5/20/2024        797.58                 247546           797.58
                                                                 *** VENDOR TOTALS ***           1 CHECKS             797.58

003947                 BOB BROWN GMC INC
       I-444298        #88 REPAIRS                     E    5/22/2024      2,558.43                 009536
       I-444435        UNIT #88 PARTS                  E    5/22/2024        313.50                 009536         2,871.93
                                                                 *** VENDOR TOTALS ***           1 CHECKS           2,871.93

007515                 EFFLUENT INC
       I-I9731         4/1/24-4/30/24 RENTALS -PKS     R    5/20/2024      1,440.00                 247547         1,440.00
                                                                 *** VENDOR TOTALS ***           1 CHECKS           1,440.00

008100                 BOMGAARS SUPPLY INC
       I-65224332      SPADE - MU                      R    5/20/2024         89.97                 247548
       I-65230979      BOOTS- KR                       R    5/20/2024        140.00                 247548           229.97
                                                                 *** VENDOR TOTALS ***           1 CHECKS             229.97

009487                 BOOT BARN INC
       I-INV00363760   BOOTS - M. MILLER               E    5/22/2024        123.24                 009561           123.24
                                                                 *** VENDOR TOTALS ***           1 CHECKS             123.24
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VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE: 5/09/2024 THRU 5/22/2024

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 005174 | BOUND TREE MEDICAL LLC | | | | | | | |
| I-85307224 | AED REPLACEMENT PADS -OC | R | 5/20/2024 | 76.29 | | 247549 | | |
| I-85322109 | EMS SUPPLIES - FD | R | 5/20/2024 | 1,054.38 | | 247549 | | |
| I-85323761 | EMS SUPPLIES - FD | R | 5/20/2024 | 490.83 | | 247549 | | |
| I-85323762 | EMS SUPPLIES - FD | R | 5/20/2024 | 692.16 | | 247549 | | |
| I-85328381 | EMS SUPPLIES - FD | R | 5/20/2024 | 156.77 | | 247549 | | |
| I-85330408 | EMS SUPPLIES - FD | R | 5/20/2024 | 1,546.38 | | 247549 | | |
| I-85330409 | EMS SUPPLIES - FD | R | 5/20/2024 | 626.80 | | 247549 | | 4,643.61 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 4,643.61 |
| 011616 | TANYA BOYLE | | | | | | | |
| I-03/24-05/24CLASSES | 03/24-05/24 CLASSES | E | 5/22/2024 | 734.00 | | 009590 | | 734.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 734.00 |
| 000127 | BRICK GENTRY PC | | | | | | | |
| I-418775 | 3/25/2024 STATEMENT 224.011 | R | 5/20/2024 | 1,560.00 | | 247550 | | |
| I-420669 | 04/25/2024 STATEMENT 224.008 | R | 5/20/2024 | 60.00 | | 247550 | | |
| I-420671 | 4/25/2024 STATEMENT 224.001 | R | 5/20/2024 | 3,855.00 | | 247550 | | |
| I-420672 | 04/25/2024 STATEMENT 224.031 | R | 5/20/2024 | 45.00 | | 247550 | | |
| I-420673 | 04/25/2024 STATEMENT 224.012 | R | 5/20/2024 | 240.00 | | 247550 | | |
| I-420674 | 4/25/2024 STATEMENT 224.003 | R | 5/20/2024 | 495.00 | | 247550 | | |
| I-420675 | 4/25/2024 STATEMENT 224.011 | R | 5/20/2024 | 1,800.00 | | 247550 | | |
| I-420676 | 4/25/2024 STATEMENT 224.092 | R | 5/20/2024 | 60.00 | | 247550 | | |
| I-420677 | 4/25/2024 STATEMENT 224.014 | R | 5/20/2024 | 60.00 | | 247550 | | 8,175.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 8,175.00 |
| 007393 | BRIGHT & CLEAR SOLUTIONS INC | | | | | | | |
| I-40321 | WINDOW CLEANING-CH | R | 5/20/2024 | 225.00 | | 247551 | | 225.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 225.00 |
| 004334 | JARED BRIGHT | | | | | | | |
| I-01/24-03/24FITNESS | 1/24-3/24 FITNESS REIMBURSMNT | E | 5/22/2024 | 54.00 | | 009538 | | 54.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 54.00 |
| 008929 | JULIE BROADHEAD | | | | | | | |
| I-01/24-03/24FITNESS | 1/24-3/24 FITNESS REIMBSMNT | R | 5/20/2024 | 54.00 | | 247552 | | 54.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 54.00 |
| 001757 | BROWNELLS INC | | | | | | | |
| I-2024411202412 | RANGE SUPPLIES - PD | R | 5/20/2024 | 846.42 | | 247553 | | 846.42 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 846.42 |
| 008738 | BULB GUY LIGHTING | | | | | | | |
| I-21524 | TENNIS COURT LIGHTS - PKS | E | 5/22/2024 | 257.10 | | 009556 | | |
| I-21538 | TRIPLE TUBE - PD | E | 5/22/2024 | 116.30 | | 009556 | | |
| I-21545 | LIGHT BULBS - FS1 | E | 5/22/2024 | 225.00 | | 009556 | | 598.40 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 598.40 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 009455 | JONATHAN BURKHART | | | | | | | |
| I-04/21/24-04/26/24 | 4/21-4/26/24 TRAVEL | E | 5/22/2024 | 52.25 | | 009583 | | 52.25 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 52.25 |
| 012100 | BOB BUSCHE | | | | | | | |
| I-5/14/24 | STORMWATER BMP REIMBURSEMENT | R | 5/20/2024 | 75.00 | | 247554 | | 75.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 75.00 |
| 002167 | BUSINESS PUBLICATIONS CORP | | | | | | | |
| I-2024-343603 | ADS FOR BUSINESS RECORD | R | 5/20/2024 | 6,950.00 | | 247555 | | 6,950.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 6,950.00 |
| 011675 | KERRY LYNN WALTER ASHBY | | | | | | | |
| I-03/25/24-05/20/24 | 3/25-5/20/24 ZOOM YOGA | E | 5/22/2024 | 136.00 | | 009566 | | 136.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 136.00 |
| 000385 | CAPITAL CITY EQUIPMENT CO | | | | | | | |
| I-45815D | UNIT #216 PARTS | E | 5/22/2024 | 108.52 | | 009511 | | 108.52 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 108.52 |
| 000453 | CARQUEST AUTO PARTS | | | | | | | |
| I-2330-830419 | UNIT #232 PARTS | R | 5/20/2024 | 35.19 | | 247556 | | |
| I-2330-831270 | SHOP SUPPLIES - CG | R | 5/20/2024 | 26.59 | | 247556 | | 61.78 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 61.78 |
| 011409 | CENTRAL MCGOWAN INC | | | | | | | |
| I-0000305113 | BEVERAGES FOR RESALE-OC | E | 5/22/2024 | 33.00 | | 009564 | | 33.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 33.00 |
| 011576 | CINTAS CORPORATION | | | | | | | |
| C-9268559170 | CR: CREDIT ON ACCOUNT-LAKESIDE | R | 5/20/2024 | 0.68CR | | 247557 | | |
| C-9268560375 | CR: CREDIT ON ACCOUNT - CH | R | 5/20/2024 | 1.97CR | | 247557 | | |
| C-9268561154 | CR: CREDIT ON ACCOUNT - KL | R | 5/20/2024 | 4.79CR | | 247557 | | |
| C-9268561157 | CR: CREDIT ON ACCOUNT - KL | R | 5/20/2024 | 4.79CR | | 247557 | | |
| C-9268981572 | CR: CREDIT ON ACCOUNT-WST WTR | R | 5/20/2024 | 187.24CR | | 247557 | | |
| C-9268982560 | CR: CREDITS ON ACCOUNT - WATER | R | 5/20/2024 | 255.35CR | | 247557 | | |
| C-9268982720 | CR: CREDIT ON ACCOUNT - PSB | R | 5/20/2024 | 2.62CR | | 247557 | | |
| C-9268982728 | CR: CREDITS ON ACCOUNT-PK MNT | R | 5/20/2024 | 134.82CR | | 247557 | | |
| C-9268983295 | CR: CREDIT ON ACCOUNT-STREETS | R | 5/20/2024 | 533.68CR | | 247557 | | |
| C-9268983662 | CR: CREDIT ON ACCOUNT - ACC | R | 5/20/2024 | 12.90CR | | 247557 | | |
| I-4183255795 | 2/13/24 SVCS - PSB | R | 5/20/2024 | 81.87 | | 247557 | | |
| I-4183403894 | 2/14/24 SVCS - WASTEWATER | R | 5/20/2024 | 140.80 | | 247557 | | |
| I-4183983534 | 2/20/24 SVCS - WATER | R | 5/20/2024 | 218.86 | | 247557 | | |
| I-4183983631 | MAT RENTALS-ACC | R | 5/20/2024 | 67.90 | | 247557 | | |
| I-4184131171 | 2/21/24 SVCS - WASTEWATER | R | 5/20/2024 | 145.26 | | 247557 | | |
| I-4184699883 | 2/27/24 SVCS - WATER | R | 5/20/2024 | 218.86 | | 247557 | | |
| I-4184699917 | 2/27/24 SVCS - STREETS | R | 5/20/2024 | 448.42 | | 247557 | | |
| I-4184844930 | 2/28/24 SVCS - WASTEWATER | R | 5/20/2024 | 145.26 | | 247557 | | |

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE: 5/09/2024 THRU 5/22/2024

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| I-4185253614 | 3/04/24 SVCS - WASTEWATER | R | 5/20/2024 | 145.26 | | 247557 | | |
| I-4185421992 | 3/05/24 SVCS - WATER | R | 5/20/2024 | 218.86 | | 247557 | | |
| I-4185422143 | 3/05/24 SVCS - STREETS | R | 5/20/2024 | 448.42 | | 247557 | | |
| I-4185974328 | 3/11/24 SVCS - WASTEWATER | R | 5/20/2024 | 145.26 | | 247557 | | |
| I-4186137901 | 3/12/24 SVCS - PSB | R | 5/20/2024 | 84.49 | | 247557 | | |
| I-4186143596 | 3/12/24 SVCS - WATER | R | 5/20/2024 | 218.86 | | 247557 | | |
| I-4186143727 | 3/12/24 SVCS - STREETS | R | 5/20/2024 | 448.42 | | 247557 | | |
| I-4186631420 | 3/18/24 SVCS - WASTEWATER | R | 5/20/2024 | 145.26 | | 247557 | | |
| I-4186860807 | 3/19/24 SVCS - STREETS | R | 5/20/2024 | 448.42 | | 247557 | | |
| I-4186860932 | 3/19/24 SVCS - WATER | R | 5/20/2024 | 218.86 | | 247557 | | |
| I-4187421229 | 3/25/24 SVCS - WASTEWATER | R | 5/20/2024 | 145.26 | | 247557 | | |
| I-4187581205 | 3/26/24 SVCS - STREETS | R | 5/20/2024 | 448.42 | | 247557 | | |
| I-4187581282 | 3/26/24 SVCS - WATER | R | 5/20/2024 | 218.86 | | 247557 | | |
| I-4188148109 | 4/01/24 SVCS - WASTEWATER | R | 5/20/2024 | 140.80 | | 247557 | | |
| I-4188294744 | 4/02/24 SVCS - WATER | R | 5/20/2024 | 212.17 | | 247557 | | |
| I-4188294913 | 4/02/24 SVCS - STREETS | R | 5/20/2024 | 428.58 | | 247557 | | |
| I-4188861339 | 4/08/24 SVCS - WASTEWATER | R | 5/20/2024 | 140.80 | | 247557 | | |
| I-4189010294 | 4/09/24 SVCS - PSB | R | 5/20/2024 | 81.87 | | 247557 | | |
| I-4189016573 | 4/09/24 SVCS - STREETS | R | 5/20/2024 | 428.58 | | 247557 | | |
| I-4189016683 | 4/09/24 SVCS - WATER | R | 5/20/2024 | 212.17 | | 247557 | | |
| I-4189577170 | 4/15/24 SVCS - WASTEWATER | R | 5/20/2024 | 140.80 | | 247557 | | |
| I-4189748428 | 4/16/24 SVCS - STREETS | R | 5/20/2024 | 428.58 | | 247557 | | |
| I-4189748451 | 4/16/24 SVCS - WATER | R | 5/20/2024 | 212.17 | | 247557 | | |
| I-4190297778 | 4/22/24 SVCS - WASTEWATER | R | 5/20/2024 | 140.80 | | 247557 | | |
| I-4190462737 | 4/23/24 SVCS - WATER | R | 5/20/2024 | 210.91 | | 247557 | | |
| I-4190462768 | 4/23/24 SVCS - STREETS | R | 5/20/2024 | 428.58 | | 247557 | | |
| I-4191009264 | 4/29/24 SVCS - WASTEWATER | R | 5/20/2024 | 140.80 | | 247557 | | |
| I-4191171418 | UNIFORM RENTALS-OCM | R | 5/20/2024 | 82.95 | | 247557 | | |
| I-4191176128 | 4/30/24 SVCS - STREETS | R | 5/20/2024 | 428.58 | | 247557 | | |
| I-4191176258 | 4/30/24 SVCS - WATER | R | 5/20/2024 | 210.91 | | 247557 | | |
| I-4191176263 | MAT RENTAL - ACC | R | 5/20/2024 | 65.75 | | 247557 | | |
| I-4191176318 | MAT/UNIFORM RENTALS-PKS | R | 5/20/2024 | 112.90 | | 247557 | | |
| I-4191473650 | BANQUET SUPPLY RENTALS-OC | R | 5/20/2024 | 171.27 | | 247557 | | |
| I-4191736485 | 5/06/24 SVCS - WASTEWATER | R | 5/20/2024 | 140.80 | | 247557 | | |
| I-4191891201 | 5/07/24 SVCS - PSB | R | 5/20/2024 | 81.87 | | 247557 | | |
| I-4191891204 | MAT RENTAL- CH | R | 5/20/2024 | 61.51 | | 247557 | | |
| I-4191891235 | MAT/UNIFORM RENTAL -OCM | R | 5/20/2024 | 110.31 | | 247557 | | |
| I-4191897410 | 5/07/24 SVCS - STREETS | R | 5/20/2024 | 428.58 | | 247557 | | |
| I-4191897452 | 5/07/24 SVCS - WATER | R | 5/20/2024 | 210.91 | | 247557 | | |
| I-4191897520 | MAT RENTAL -ACC | R | 5/20/2024 | 65.75 | | 247557 | | |
| I-4191897552 | MAT RENTAL - LAKESIDE | R | 5/20/2024 | 26.78 | | 247557 | | |
| I-4191897588 | MAT/UNIFORM RENTALS - PKS | R | 5/20/2024 | 112.90 | | 247557 | | |
| I-4192610099 | UNIFORM RENTAL - OCM | R | 5/20/2024 | 82.95 | | 247557 | | 9,405.37 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 9,405.37 |

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE: 5/09/2024 THRU 5/22/2024

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 002726 | CITY OF DES MOINES TREASURY | | | | | | | |
| I-135539 | FY24 #12 WRA MONTHLY ALLOCTN | R | 5/20/2024 | 563,129.90 | | 247560 | | 563,129.90 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 563,129.90 |
| 002407 | CIVIL DESIGN ADVANTAGE LLC | | | | | | | |
| I-44514 #2 | PAY 2-WESTLWN PLC UTLTY IMP | E | 5/22/2024 | 18,370.51 | | 009529 | | |
| I-44848 #13 | PAY 13-NW36TH ST/WEIGEL HMA | E | 5/22/2024 | 12,904.26 | | 009529 | | 31,274.77 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 31,274.77 |
| 009761 | CLEAR BROOK COUNSELING PROFESS | | | | | | | |
| I-5/01/2024 | FIRE COUNSELING SERVICE | R | 5/20/2024 | 100.00 | | 247561 | | 100.00 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 100.00 |
| 001732 | ROGER CLEVELAND GOLF CO INC | | | | | | | |
| C-7884727 NS | CR: MERCH FOR RESALE -OCM | R | 5/20/2024 | 133.33CR | | 247562 | | |
| I-7903030 SO | SPECIAL ORDER MERCH - OC PRO | R | 5/20/2024 | 120.33 | | 247562 | | |
| I-7917145 SO | MERCH FOR RESALE - OC | R | 5/20/2024 | 120.33 | | 247562 | | |
| I-7931281 SO | MERCH FOR RESALE - OC PRO | R | 5/20/2024 | 160.00 | | 247562 | | 267.33 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 267.33 |
| 002992 | CONSTRUCTION MATERIALS TESTING | | | | | | | |
| I-50235 | INSPECTION SVS FS#4 | E | 5/22/2024 | 2,169.50 | | 009531 | | 2,169.50 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 2,169.50 |
| 002559 | CONSUMERS ENERGY | | | | | | | |
| I-04/01/24-05/01/24 | STATEMENT 05/09/2024 | E | 5/22/2024 | 2,670.09 | | 009530 | | 2,670.09 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 2,670.09 |
| 011445 | CWKK CORP | | | | | | | |
| I-A2055712-0006 | 5/3/24-5/3/25 CRIMEDEX SBSCRPT | R | 5/20/2024 | 158.00 | | 247563 | | 158.00 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 158.00 |
| 000146 | CENTURY HOMES CO | | | | | | | |
| I-77027IN | SULFATE - OCM | R | 5/20/2024 | 97.80 | | 247564 | | |
| I-77075IN | ROW SUPPLIES - PW | R | 5/20/2024 | 222.50 | | 247564 | | 320.30 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 320.30 |
| 011624 | DAVENPORT CONCRETE SERVICES IN | | | | | | | |
| I-4720 | REPLACE WALK/CURB-PD | R | 5/20/2024 | 5,632.50 | | 247565 | | 5,632.50 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 5,632.50 |
| 009427 | AMY DAWSON | | | | | | | |
| I-04/2024 MILEAGE | 04/2024 MILEAGE | E | 5/22/2024 | 25.06 | | 009582 | | |
| I-05/05/2024 | 5/5/24 CANDY FOR MEETINGS | E | 5/22/2024 | 11.84 | | 009582 | | 36.90 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 36.90 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 000160 | DES MOINES WATER WORKS | | | | | | | |
| I-000186 4/29/24 | 4/29/24 STATEMENT | R | 5/20/2024 | 1,110.00 | | 247566 | | |
| I-084542 4/30/24 | 4/30/2024 STATEMENT | R | 5/20/2024 | 75.00 | | 247566 | | |
| I-084793 4/30/24 | 4/30/24 STATEMENT | R | 5/20/2024 | 126,159.23 | | 247566 | | 127,344.23 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 127,344.23 |
| 004568 | DOLL DISTRIBUTING LLC | | | | | | | |
| I-1497470 | BEER ORDER CONCESSIONS | E | 5/22/2024 | 1,037.00 | | 009539 | | |
| I-1499693 | ALCOHOL FOR RESALE-OC | E | 5/22/2024 | 1,406.40 | | 009539 | | |
| I-1502581 | ALCOHOL FOR RESALE - HAWKEYE | E | 5/22/2024 | 624.30 | | 009539 | | |
| I-1504898 | ALCOHOL FOR RESALE-OC | E | 5/22/2024 | 1,484.20 | | 009539 | | 4,551.90 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 4,551.90 |
| 009634 | EMILY DOONAN | | | | | | | |
| I-04/15/2024 UNIFORM | 04/15/24 UNIFORM | E | 5/22/2024 | 200.08 | | 009584 | | 200.08 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 200.08 |
| 002143 | DOORS INC | | | | | | | |
| I-346660 | CFAC PADLOCK/KEY | E | 5/22/2024 | 160.00 | | 009526 | | 160.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 160.00 |
| 000988 | EARL MAY SEED & NURSERY | | | | | | | |
| I-00112040 | MULCH -OCM | R | 5/20/2024 | 85.00 | | 247567 | | |
| I-146283 | MULCH - OCM | R | 5/20/2024 | 85.00 | | 247567 | | 170.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 170.00 |
| 002155 | EASY PICKER GOLF PRODUCTS INC | | | | | | | |
| I-0204978-IN | BILL CHANGER-OC | E | 5/22/2024 | 1,054.64 | | 009527 | | 1,054.64 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 1,054.64 |
| 004995 | ECHO GROUP INC | | | | | | | |
| I-S010597198.001 | PHOTO CELL - TRAFFIC | E | 5/22/2024 | 287.04 | | 009542 | | 287.04 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 287.04 |
| 006319 | EDWARD DON AND COMPANY | | | | | | | |
| I-31862979 | FOOD/BLDG SUPPS MIN EQUIP-OC | R | 5/20/2024 | 447.55 | | 247568 | | 447.55 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 447.55 |
| 005340 | ELDER CORPORATION | | | | | | | |
| I-PAY 10-DELAVERECON | PAY 10-NE DEL AVE RECON/5TH-4M | R | 5/20/2024 | 529,142.89 | | 247569 | | 529,142.89 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 529,142.89 |
| 000185 | ELECTRICAL ENGINEERING | | | | | | | |
| I-8506814-00 | POLE CAPS - TRAFFIC | R | 5/20/2024 | 384.00 | | 247570 | | 384.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 384.00 |

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VENDOR SET: 01     City of Ankeny
BANK:       APFNB  FIRST NATIONAL BANK AMES
DATE RANGE: 5/09/2024 THRU  5/22/2024

                                                          CHECK         INVOICE                CHECK   CHECK     CHECK
VENDOR I.D.            NAME                       STATUS     DATE          AMOUNT     DISCOUNT      NO   STATUS   AMOUNT

000186                 ELECTRONIC ENGINEERING
       I-120016645-1       LIGHT/RADIO REPAIRS - PD        E    5/22/2024          480.00               009505          480.00
                                                              *** VENDOR TOTALS ***          1 CHECKS              480.00

003443                 EMBARKIT INC
       I-67575             A/V REPAIRS - FD                E    5/22/2024          186.25               009534          186.25
                                                              *** VENDOR TOTALS ***          1 CHECKS              186.25

005478                 EXCEL MECHANICAL COMPANY INC
       I-171420            STATION 2 GAS VALVE             E    5/22/2024        1,353.00               009544
       I-171506            REBUILD PUMP-KL                 E    5/22/2024        1,065.60               009544        2,418.60
                                                              *** VENDOR TOTALS ***          1 CHECKS            2,418.60

005631                 FBI-LEEDA
       I-200104820         CLI - DSM - WILLIAMS            R    5/20/2024          795.00               247571          795.00
                                                              *** VENDOR TOTALS ***          1 CHECKS              795.00

008513                 FREELAND CORPORATION
       I-303837            PAPER P&R                       E    5/22/2024          286.80               009555          286.80
                                                              *** VENDOR TOTALS ***          1 CHECKS              286.80

011234                 FIRE SERVICE TRAINING BUREAU
       I-241967            DOA CERT - R. SCHMIDT           R    5/20/2024           50.00               247572           50.00
                                                              *** VENDOR TOTALS ***          1 CHECKS               50.00

007648                 DAIOHS USA INC
       I-20076             COFFEE SERVICES - PW            E    5/22/2024           54.70               009549           54.70
                                                              *** VENDOR TOTALS ***          1 CHECKS               54.70

010286                 AT&T MOBILITY II LLC
       I-04272024 FD       03/20/24-04/19/24 STATEMENT-FD   R    5/20/2024          867.45               247573          867.45

010286                 AT&T MOBILITY II LLC
       I-04272024 PD       03/20/24-04/19/24 STATEMENT-PD   R    5/20/2024        1,705.33               247574        1,705.33
                                                              *** VENDOR TOTALS ***          2 CHECKS            2,572.78

012065                 THOMAS PETER FLETCHER
       I-05/14/2024 CONCERT 5/14/24 CONCERT - KL           R    5/20/2024          400.00               247575          400.00
                                                              *** VENDOR TOTALS ***          1 CHECKS              400.00

006979                 BECKY FORD
       I-5/14/2024         DISPOSAL GLOVES - SW            E    5/22/2024           46.62               009577           46.62
                                                              *** VENDOR TOTALS ***          1 CHECKS               46.62
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VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE: 5/09/2024 THRU 5/22/2024

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 002078 | FOTH & VAN DYKE LLC | | | | | | | |
| I-89989 #24 | PAY 24-N 4MILE CRK TRNK SWR | E | 5/22/2024 | 33,561.45 | | 009524 | | |
| I-89991 #7 | PAY 7-N 4MILE CRK TRNK SWR P2 | E | 5/22/2024 | 25,106.24 | | 009524 | | 58,667.69 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 58,667.69 |
| 011911 | TYLER FOULK | | | | | | | |
| I-05/2024 TESTING | 5/2/24 TESTING PESTICIDE | E | 5/22/2024 | 25.00 | | 009593 | | 25.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 25.00 |
| 000211 | GALE | | | | | | | |
| I-84266980 | MAY TOP SHELF 8 PLAN | E | 5/22/2024 | 254.16 | | 009506 | | |
| I-84273006 | MAY HIGH OCTANE 8 PLAY | E | 5/22/2024 | 197.93 | | 009506 | | |
| I-84273295 | MAY DYNAMIC DRAMA 5 PLAN | E | 5/22/2024 | 146.20 | | 009506 | | 598.29 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 598.29 |
| 011998 | GALLS PARENT HOLDINGS, LLC | | | | | | | |
| C-027781821 | CR: ARMOR - PD | E | 5/22/2024 | 683.95CR | | 009573 | | |
| I-027441399 | ARMOR - PD | E | 5/22/2024 | 1,662.57 | | 009573 | | |
| I-027572238 | UNIFORM PANTS - FD | E | 5/22/2024 | 160.39 | | 009573 | | |
| I-027614038 | UNIFORM PANTS - FD | E | 5/22/2024 | 72.79 | | 009573 | | |
| I-027657389 | UNIFORMS - PD | E | 5/22/2024 | 63.80 | | 009573 | | |
| I-027695106 | UNIFORMS - FD | E | 5/22/2024 | 72.80 | | 009573 | | |
| I-027707987 | UNIFORMS - PD | E | 5/22/2024 | 39.53 | | 009573 | | |
| I-027725349 | SAFETY EQUIP/UNIFORMS - PD | E | 5/22/2024 | 670.69 | | 009573 | | |
| I-027725372 | SAFETY EQUIP/UNIFORMS - PD | E | 5/22/2024 | 675.06 | | 009573 | | |
| I-027725397 | SAFETY EQUIP/UNIFORMS - PD | E | 5/22/2024 | 532.90 | | 009573 | | |
| I-027737181 | SAFETY EQUIP/UNIFORMS - PD | E | 5/22/2024 | 829.74 | | 009573 | | |
| I-027749014 | UNIFORMS - PD | E | 5/22/2024 | 498.04 | | 009573 | | |
| I-027749015 | UNIFORMS - PD | E | 5/22/2024 | 166.99 | | 009573 | | |
| I-027773626 | TRAFFIC WAND - PD | E | 5/22/2024 | 7.47 | | 009573 | | |
| I-027790302 | UNIFORMS - PD | E | 5/22/2024 | 607.80 | | 009573 | | |
| I-027790303 | UNIFORMS - PD | E | 5/22/2024 | 607.80 | | 009573 | | |
| I-027790304 | UNIFORMS - PD | E | 5/22/2024 | 360.76 | | 009573 | | |
| I-027790305 | UNIFORMS - PD | E | 5/22/2024 | 858.80 | | 009573 | | |
| I-027803831 | UNIFORMS - FD | E | 5/22/2024 | 272.72 | | 009573 | | |
| I-027803838 | UNIFORMS - FD | E | 5/22/2024 | 338.73 | | 009573 | | 7,815.43 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 7,815.43 |
| 000751 | DAWN GEAN | | | | | | | |
| I-05/03/2024 MILEAGE | 5/3/24 MILEAGE | E | 5/22/2024 | 18.22 | | 009516 | | 18.22 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 18.22 |
| 002189 | GMIS INTERNATIONAL HEADQUARTER | | | | | | | |
| I-300008953 | AGENCY RENEWAL 7/1/24-6/30/25 | R | 5/20/2024 | 450.00 | | 247576 | | 450.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 450.00 |

VENDOR SET: 01 City of Ankeny

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DATE RANGE: 5/09/2024 THRU 5/22/2024

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 000227 | GRAINGER | | | | | | | |
| C-9104548822 | CR: LAMPS/BALLAST -AC | E | 5/22/2024 | 773.74CR | | 009507 | | |
| I-9098519649 | WRENCH - MU | E | 5/22/2024 | 36.61 | | 009507 | | |
| I-9098519656 | EMS EQUIPMENT - FD | E | 5/22/2024 | 159.38 | | 009507 | | |
| I-9098519664 | SCREWS - MU | E | 5/22/2024 | 7.97 | | 009507 | | |
| I-9099786015 | FLOW RIDER CLAMPS | E | 5/22/2024 | 45.68 | | 009507 | | |
| I-9099786023 | FLUORESCENT BULBS - MU | E | 5/22/2024 | 223.98 | | 009507 | | |
| I-9102253797 | AIR REGULATOR/CONV KIT/MNT-CG | E | 5/22/2024 | 86.24 | | 009507 | | |
| I-9103036993 | POOL BALLAST - AC | E | 5/22/2024 | 118.94 | | 009507 | | |
| I-9103037009 | POOL LIGHTS/BALLAST-AC | E | 5/22/2024 | 833.42 | | 009507 | | |
| I-9104314241 | CORNER GUARDS -KL | E | 5/22/2024 | 633.12 | | 009507 | | |
| I-9112982351 | PVC GLUE - AC | E | 5/22/2024 | 207.97 | | 009507 | | 1,579.57 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 1,579.57 |
| 006348 | GRAZIANO BROTHERS INC | | | | | | | |
| I-247784 | FOOD FOR RESALE - OC | E | 5/22/2024 | 18.28 | | 009547 | | 18.28 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 18.28 |
| 000252 | GRIMES ASPHALT AND PAVING CORP | | | | | | | |
| I-25456 | 4/19/24 COLD MIX | R | 5/20/2024 | 2,024.30 | | 247577 | | 2,024.30 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 2,024.30 |
| 012095 | NATALIE HARMER | | | | | | | |
| I-05/07/24 | STORMWATER BMP REIMBURSEMENT | R | 5/20/2024 | 71.49 | | 247578 | | 71.49 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 71.49 |
| 001047 | HPC LLC | | | | | | | |
| I-23019.00/#38751 #1 | PAY 1- FIRE STATION #4 | R | 5/20/2024 | 283,661.45 | | 247579 | | 283,661.45 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 283,661.45 |
| 012096 | ROBIN HAWCO | | | | | | | |
| I-05/07/24 | STORMWATER BMP REIMBURSEMENT | R | 5/20/2024 | 75.00 | | 247580 | | 75.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 75.00 |
| 004196 | HYDRAQUIP LTD | | | | | | | |
| I-73889 | HYDRAULIC WING MOTOR | R | 5/20/2024 | 1,410.10 | | 247581 | | 1,410.10 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 1,410.10 |
| 005531 | HR GREEN INC | | | | | | | |
| I-174478 #17 | PAY 17-ORLBR TRL/STATE UNDRPS | E | 5/22/2024 | 11,197.38 | | 009545 | | 11,197.38 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 11,197.38 |
| 009027 | HUMANA HEALTH CARE PLANS | | | | | | | |
| I-AFD33906 | OVERPAYMENT - FD | R | 5/20/2024 | 315.29 | | 247582 | | 315.29 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 315.29 |

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 5/09/2024 THRU 5/22/2024

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 008906 | IMAGE TREND INC | | | | | | | |
| I-PS-INV107555 | MYEMSCARE MONTHLY FEE | E | 5/22/2024 | 87.50 | | 009557 | | 87.50 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 87.50 |
| 009565 | INFOSEND INCORPORATED | | | | | | | |
| I-261077 | 04/2024 MAIL SERVICES | R | 5/20/2024 | 11,908.54 | | 247583 | | 11,908.54 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 11,908.54 |
| 009658 | INROADS, LLC | | | | | | | |
| I-PAY 1-NW 36TH/WGL | PAY 1-NW 36TH ST/WEIGEL DR HMA | R | 5/20/2024 | 648,452.05 | | 247584 | | 648,452.05 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 648,452.05 |
| 000407 | WEBER BATTERY INC | | | | | | | |
| I-1925901008453 | BATTERIES - FD | R | 5/20/2024 | 457.35 | | 247585 | | 457.35 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 457.35 |
| 002156 | IOWA BEVERAGE SYSTEMS INC | | | | | | | |
| I-W-5083183 | ALCOHOL FOR RESALE - HAWKEYE | R | 5/20/2024 | 659.20 | | 247586 | | |
| I-W-5085335 | ALCOHOL FOR RESALE- OC | R | 5/20/2024 | 726.40 | | 247586 | | |
| I-W-5092642 | ALCOHOL FOR RESALE - OC | R | 5/20/2024 | 671.65 | | 247586 | | 2,057.25 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 2,057.25 |
| 009633 | IOWA CIVIL CONTRACTING, INC | | | | | | | |
| I-PAY 1-2024PCCPVMNT | PAY1-2024 PCC PVMNT PRES PRGM | R | 5/20/2024 | 126,826.90 | | 247587 | | 126,826.90 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 126,826.90 |
| 005989 | MCCONVILLE CONSTRUCTION LLC | | | | | | | |
| I-14545 | CONCRETE LEVELING-OCM | R | 5/20/2024 | 2,750.00 | | 247588 | | 2,750.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 2,750.00 |
| 011992 | IOWA DEPT OF INSPECTIONS APPEA | | | | | | | |
| I-283224 | ELEVATOR PERMIT/INSPECTION-PD | R | 5/20/2024 | 175.00 | | 247589 | | 175.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 175.00 |
| 005188 | IOWA FINANCE AUTHORITY | | | | | | | |
| I-D0569R 06/01/24 | 2021B WATER REV BONDS - P&I | D | 5/22/2024 | 149,187.78 | | 002497 | | |
| I-D0654R 06/01/24 | 2023A WATER REV BONDS - P&I | D | 5/22/2024 | 287,508.91 | | 002497 | | |
| I-D0659R 06/01/24 | 2023C WATER REV BONDS - P&I | D | 5/22/2024 | 29,339.61 | | 002497 | | |
| I-D0690R 06/01/24 | 2023D WATER REV BONBDS - P&I | D | 5/22/2024 | 490.38 | | 002497 | | 466,526.68 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 466,526.68 |
| 001053 | IOWA GOLF ASSOCIATION | | | | | | | |
| I-14566 | MEMBERSHIP FEES-OC PRO | E | 5/22/2024 | 325.00 | | 009518 | | 325.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 325.00 |

VENDOR SET: 01 City of Ankeny

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DATE RANGE: 5/09/2024 THRU 5/22/2024

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 003226 | IOWA ONE CALL | | | | | | | |
| I-260357 | 3/31/24 FTP - MU | E | 5/22/2024 | 924.30 | | 009532 | | |
| I-260498 | 3/31/24 EMAIL - TRFC | E | 5/22/2024 | 124.20 | | 009532 | | 1,048.50 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 1,048.50 |
| 011763 | IOWA POND GUY, LLC | | | | | | | |
| I-4444 | MAY POND CONTRACT-PRSC | E | 5/22/2024 | 1,436.00 | | 009567 | | 1,436.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 1,436.00 |
| 000272 | IOWA PRISON INDUSTRIES | | | | | | | |
| I-382562 | UNIFORMS - PD | R | 5/20/2024 | 230.00 | | 247590 | | |
| I-382564 | UNIFORMS - PD | R | 5/20/2024 | 230.00 | | 247590 | | |
| I-382566 | UNIFORMS - PD | R | 5/20/2024 | 230.00 | | 247590 | | 690.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 690.00 |
| 001086 | IOWA STATE UNIVERSITY | | | | | | | |
| I-2024 SUMMER MPI-MY | SUMMER 2024 MPI-YUSKA | R | 5/20/2024 | 192.00 | | 247591 | | 192.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 192.00 |
| 007275 | IOWA STATE UNIVERSITY | | | | | | | |
| I-2024 DOT WKSHP | CLVRT & BRG WKSHP REG-BF, QL | R | 5/20/2024 | 120.00 | | 247592 | | 120.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 120.00 |
| 009517 | JASPER CONSTRUCTION SERVICES, | | | | | | | |
| I-PAY 1-DEL/54THSGNL | PAY 1-DEL /SE 54TH TRFC SGNL | R | 5/20/2024 | 22,624.72 | | 247593 | | 22,624.72 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 22,624.72 |
| 007827 | JEO CONSULTING GROUP INC | | | | | | | |
| I-150387 #13 | PAY 13-TRANSPORTATION MST PLN | E | 5/22/2024 | 11,901.00 | | 009550 | | 11,901.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 11,901.00 |
| 009226 | CHAD JOCHEMS | | | | | | | |
| I-05/2024 TUITION | 05/2024 TUITION REIMBSMNT | E | 5/22/2024 | 1,200.00 | | 009558 | | 1,200.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 1,200.00 |
| 011579 | BRANDT JOHNSON | | | | | | | |
| I-05/2024 FITNESS | 20204/2025 ACC MBRSHIP | E | 5/22/2024 | 45.00 | | 009589 | | 45.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 45.00 |
| 000292 | KARL CHEVROLET INC | | | | | | | |
| I-128253 | SURFACE MOUNT - FD | R | 5/20/2024 | 24.78 | | 247594 | | 24.78 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 24.78 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 004783 | KELTEK INCORPORATED | | | | | | | |
| I-10482 | UNIT #59 PARTS | E | 5/22/2024 | 17,537.11 | | 009540 | | 17,537.11 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 17,537.11 |
| 012000 | KEY COOPERATIVE | | | | | | | |
| I-8126337 | 2/19/24 SUP UNL | E | 5/22/2024 | 7,940.83 | | 009574 | | |
| I-8214557 | 5/02/24 SUP UNL/#2 DSL | E | 5/22/2024 | 21,049.53 | | 009574 | | 28,990.36 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 28,990.36 |
| 000581 | MIDWEST MOTOR SUPPLY CO INC | | | | | | | |
| I-102176818 | SHOP SUPPLIES - CG | E | 5/22/2024 | 79.89 | | 009514 | | 79.89 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 79.89 |
| 011839 | KIMCO USA, INC | | | | | | | |
| I-10229 | SALT CONVOY PARTS | R | 5/20/2024 | 21.14 | | 247595 | | 21.14 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 21.14 |
| 011563 | SCOTT KINNEY | | | | | | | |
| I-05/01/24-05/02/24 | 5/1-5/2/24 MEALS | E | 5/22/2024 | 38.82 | | 009588 | | 38.82 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 38.82 |
| 000908 | KIRKHAM MICHAEL & ASSOCIATES I | | | | | | | |
| I-92796 #14 | PAY 14-WESTWNDS STRM SWR EXT | E | 5/22/2024 | 420.00 | | 009517 | | |
| I-95625 #8 | PAY 8-62ND ST BOX CLVRT DSGN | E | 5/22/2024 | 5,919.50 | | 009517 | | 6,339.50 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 6,339.50 |
| 007837 | DIANE KLEMME | | | | | | | |
| I-05/08/24 GCMOA | 5/8/24 GCMOA MEETING | E | 5/22/2024 | 12.84 | | 009579 | | 12.84 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 12.84 |
| 012097 | BILL KOVACEVICH | | | | | | | |
| I-05/07/24 | STORMWATER BMP REIMBURSEMENT | R | 5/20/2024 | 75.00 | | 247596 | | 75.00 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 75.00 |
| 008448 | BRIAN KRZEMECKI | | | | | | | |
| I-05/02/2024BOOTS | 05/2024 BOOTS | R | 5/20/2024 | 140.00 | | 247597 | | 140.00 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 140.00 |
| 011848 | DLF USA INC | | | | | | | |
| I-SI-2433121 | SUN & SHADE MIX - MU | E | 5/22/2024 | 664.00 | | 009569 | | 664.00 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 664.00 |
| 012087 | TOM LANG | | | | | | | |
| I-05/03/24 | STORMWATER BMP REIMBURSEMENT | R | 5/20/2024 | 75.00 | | 247598 | | 75.00 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 75.00 |

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VENDOR SET: 01     City of Ankeny
BANK:       APFNB  FIRST NATIONAL BANK AMES
DATE RANGE: 5/09/2024 THRU  5/22/2024

                                                                CHECK         INVOICE              CHECK   CHECK     CHECK
VENDOR I.D.            NAME                           STATUS      DATE          AMOUNT    DISCOUNT      NO  STATUS   AMOUNT

012091                 LIBERTY MUTUAL INSURANCE COMPA
       I-BMO67634113   FS4 BUILDERS RISK INSURANCE      R    5/20/2024        4,587.00              247599         4,587.00
                                                                   *** VENDOR TOTALS ***          1 CHECKS           4,587.00

009618                 LIBRARY IDEAS, LLC
       I-112777        MISC BOOKS - KL                  R    5/20/2024          879.20              247600           879.20
                                                                   *** VENDOR TOTALS ***          1 CHECKS             879.20

000402                 LINDE GAS & EQUIPMENT
       I-42665621      WELDING RENTAL -PKS              R    5/20/2024           43.46              247601            43.46
                                                                   *** VENDOR TOTALS ***          1 CHECKS              43.46

008715                 ANGELA LITTLE
       I-05/2024 TUITION    05/2024 TUITION REIMBURSEMENTS   R    5/20/2024        1,200.00              247602         1,200.00
                                                                   *** VENDOR TOTALS ***          1 CHECKS           1,200.00

004810                 LOGAN CONTRACTORS SUPPLY
       I-D81022        STREET SUPPLIES - PW             E    5/22/2024        1,011.96              009541
       I-D81289        IMPACT - MU                      E    5/22/2024          499.81              009541         1,511.77
                                                                   *** VENDOR TOTALS ***          1 CHECKS           1,511.77

000285                 LUBE-TECH & PARTNERS LLC
       I-3487021       DIESEL FLUID - FD                E    5/22/2024          269.50              009508           269.50
                                                                   *** VENDOR TOTALS ***          1 CHECKS             269.50

012088                 ANGIE MACKE
       I-05/03/24      STORMWATER BMP REIMBURSEMENT     R    5/20/2024           75.00              247603            75.00
                                                                   *** VENDOR TOTALS ***          1 CHECKS              75.00

002207                 MANATTS INC
       I-5130013       4/23/24 C4WR C20 CL3             E    5/22/2024        1,812.00              009528
       I-5130014       4/23/24 C4WR C20 CL3             E    5/22/2024          513.00              009528
       I-5130136       4/24/24 M-4 NO ASH               E    5/22/2024          573.00              009528
       I-5130337       4/25/24 C-4WR-C20                E    5/22/2024        1,208.00              009528         4,106.00
                                                                   *** VENDOR TOTALS ***          1 CHECKS           4,106.00

008131                 MARTIN BROTHERS DISTRIBUTING C
       I-1510026       FOOD FOR RESALE PRAC             E    5/22/2024          732.65              009554           732.65
                                                                   *** VENDOR TOTALS ***          1 CHECKS             732.65

001799                 MARTIN MARIETTA MATERIALS, INC
       I-42193320      4/17/24 CLASS A                  R    5/20/2024        1,690.07              247604
       I-42219045      4/19/24 CLASS A                  R    5/20/2024        1,562.49              247604         3,252.56
                                                                   *** VENDOR TOTALS ***          1 CHECKS           3,252.56
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VENDOR SET: 01     City of Ankeny
BANK:       APFNB  FIRST NATIONAL BANK AMES
DATE RANGE: 5/09/2024 THRU  5/22/2024

                                                       CHECK        INVOICE                  CHECK   CHECK    CHECK
VENDOR I.D.            NAME                     STATUS     DATE          AMOUNT    DISCOUNT      NO   STATUS   AMOUNT

009346                 MARY'S CLEANING CARE INC
       I-33842         APRIL 2024 CLEANINGS - FD        R    5/20/2024         383.00              247605
       I-33844         APRIL 2024 CLEANINGS - PSB       R    5/20/2024       1,190.00              247605          1,573.00
                                                          *** VENDOR TOTALS ***          1 CHECKS            1,573.00

002183                 MCCLURE ENGINEERING CO
       I-2024000157-000#2  PAY 2-SW DSM ST UTLTY IMP    R    5/20/2024      31,766.90              247606         31,766.90
                                                          *** VENDOR TOTALS ***          1 CHECKS           31,766.90

001671                 MCC IOWA LLC
       I-5/01/24-5/31/24   5/01/24-5/31/24 DEDICATE INT R    5/20/2024         500.00              247607            500.00
                                                          *** VENDOR TOTALS ***          1 CHECKS              500.00

004747                 MENARDS
       C-1885          PVC - MU                         R    5/20/2024          35.98CR            247608
       I-1386          TRAY/FRAME/BRUSH-MIRACLE PK      R    5/20/2024          36.97              247608
       I-1463          WASHERS/NUTS - MU                R    5/20/2024          22.68              247608
       I-1464          PLNGR/ONTMNT/WD-40/LYSOL-MU      R    5/20/2024          97.04              247608
       I-1607          DRANO/CUSHION - CG               R    5/20/2024          18.78              247608
       I-1609          PULLOVER/ROPE - PD               R    5/20/2024          89.98              247608
       I-1611 4/19/24  TISSUE/SOCKET/DTRGNT/FLUID-MU    R    5/20/2024          85.40              247608
       I-1687          VALVE BOX - AMP                  R    5/20/2024           7.48              247608
       I-1688          SCREW/PWR GRAB/SCREW- KL         R    5/20/2024          22.36              247608
       I-1729          TOOLS/BUILDING EQUIP - MU        R    5/20/2024         327.09              247608
       I-1785          TOOLS - IT                       R    5/20/2024          21.93              247608
       I-1793          PVC/CEMENT - MU                  R    5/20/2024          51.46              247608
       I-1796          MILL FILE/SCREW - KL             R    5/20/2024           8.86              247608
       I-1827          LEVER SPLITTER -PKS              R    5/20/2024           9.99              247608
       I-1831          BOLT/WASHER/NUT-OCM              R    5/20/2024         190.56              247608
       I-1842          SEED/MULCH - FD                  R    5/20/2024          26.10              247608
       I-1854          BAGS/COFFEE/SOAP -PK             R    5/20/2024          14.25              247608
       I-1886          CLEANOUT PLUG/ADPTR - MU         R    5/20/2024          23.08              247608
       I-1890          GREEN TREATED-OCM                R    5/20/2024          11.28              247608
       I-2144          STATION SUPPLIES - FD            R    5/20/2024         140.53              247608
       I-2429          WOOD HNDL/FLOOR SCRUB-AC         R    5/20/2024          38.60              247608
       I-89919         BEACH BALLS/NOODLES-ACC          R    5/20/2024          46.65              247608          1,255.09
                                                          *** VENDOR TOTALS ***          1 CHECKS            1,255.09

007664                 MERCYONE ANKENY PHARMACY
       I-4/29/2024     EMS PHARMACY - FD                R    5/20/2024         216.61              247609
       I-4/30/2024     EMS PHARMACY - FD                R    5/20/2024          99.35              247609
       I-5/3/2024      EMS PHARMACY - FD                R    5/20/2024         474.70              247609            790.66
                                                          *** VENDOR TOTALS ***          1 CHECKS              790.66
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VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

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| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 001931 | METRO WASTE AUTHORITY | | | | | | | |
| I-32177672 | 05/2024 COMMERCIAL | E | 5/22/2024 | 699.58 | | 009521 | | 699.58 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 699.58 |
| 008058 | CTB MIDWEST INC | | | | | | | |
| I-1835630 RI | SALT AUGER PARTS | E | 5/22/2024 | 294.06 | | 009553 | | 294.06 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 294.06 |
| 000945 | MIDWEST WHEEL COMPANIES | | | | | | | |
| I-3681913-00 | PARKS TRAILER PARTS | R | 5/20/2024 | 24.63 | | 247610 | | 24.63 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 24.63 |
| 009227 | DANIEL MILLER | | | | | | | |
| I-05/02/24-05/05/24 | 5/2-5/5/24 TRAVEL | E | 5/22/2024 | 175.48 | | 009580 | | 175.48 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 175.48 |
| 007277 | MILLERBERND MANUFACTURING COMP | | | | | | | |
| I-184275 | SIGNAL POLES | R | 5/20/2024 | 2,902.00 | | 247611 | | 2,902.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 2,902.00 |
| 1 | ALARCON, VELIA | | | | | | | |
| I-000202405150986 | US REFUND | R | 5/20/2024 | 57.56 | | 247488 | | 57.56 |
| 1 | ARCEO-GARCIA, ALEJAN | | | | | | | |
| I-000202405150975 | US REFUND | R | 5/20/2024 | 54.57 | | 247489 | | 54.57 |
| 1 | BAKER, JONATHAN | | | | | | | |
| I-000202405150974 | US REFUND | R | 5/20/2024 | 49.15 | | 247490 | | 49.15 |
| 1 | BAKER, RHONDA | | | | | | | |
| I-000202405150982 | US REFUND | R | 5/20/2024 | 17.71 | | 247491 | | 17.71 |
| 1 | BENNETT, RICKY | | | | | | | |
| I-000202405151011 | US REFUND | R | 5/20/2024 | 63.30 | | 247492 | | 63.30 |
| 1 | BONINI, MICHAEL | | | | | | | |
| I-000202405150990 | US REFUND | R | 5/20/2024 | 78.07 | | 247493 | | 78.07 |
| 1 | CRETSINGER, STUART | | | | | | | |
| I-000202405150992 | US REFUND | R | 5/20/2024 | 29.73 | | 247494 | | 29.73 |
| 1 | DAVID, JENNIFER | | | | | | | |
| I-000202405150980 | US REFUND | R | 5/20/2024 | 58.26 | | 247495 | | 58.26 |

VENDOR SET: 01 City of Ankeny

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| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 1 | DAVIS, ALEXIS | | | | | | | |
| I-000202405150981 | US REFUND | R | 5/20/2024 | 27.88 | | 247496 | | 27.88 |
| 1 | DAVIS, ELIZABETH | | | | | | | |
| I-000202405150994 | US REFUND | R | 5/20/2024 | 38.67 | | 247497 | | 38.67 |
| 1 | DEMARCKY, STEPHEN | | | | | | | |
| I-000202405150993 | US REFUND | R | 5/20/2024 | 99.82 | | 247498 | | 99.82 |
| 1 | DOUGLAS, DILLON M | | | | | | | |
| I-000202405151003 | US REFUND | R | 5/20/2024 | 51.65 | | 247499 | | 51.65 |
| 1 | FIORE, JULIE & DOUG | | | | | | | |
| I-000202405151004 | US REFUND | R | 5/20/2024 | 24.18 | | 247500 | | 24.18 |
| 1 | FLACK, CHANTEL O | | | | | | | |
| I-000202405150985 | US REFUND | R | 5/20/2024 | 32.71 | | 247501 | | 32.71 |
| 1 | FRANEY, SHAWN | | | | | | | |
| I-000202405150979 | US REFUND | R | 5/20/2024 | 47.06 | | 247502 | | 47.06 |
| 1 | FRANKE, JONATHON | | | | | | | |
| I-000202405150973 | US REFUND | R | 5/20/2024 | 52.82 | | 247503 | | 52.82 |
| 1 | GOSSMAN, CALEB | | | | | | | |
| I-000202405150972 | US REFUND | R | 5/20/2024 | 100.00 | | 247504 | | 100.00 |
| 1 | HARDY, ANNA S | | | | | | | |
| I-000202405150989 | US REFUND | R | 5/20/2024 | 55.08 | | 247505 | | 55.08 |
| 1 | HENRY, CHAD | | | | | | | |
| I-000202405150984 | US REFUND | R | 5/20/2024 | 99.34 | | 247506 | | 99.34 |
| 1 | JACKSON, HOLLY | | | | | | | |
| I-000202405151007 | US REFUND | R | 5/20/2024 | 14.92 | | 247507 | | 14.92 |
| 1 | KOVACEVICH, COLE | | | | | | | |
| I-000202405151009 | US REFUND | R | 5/20/2024 | 57.39 | | 247508 | | 57.39 |
| 1 | KURIMSKI, BAILEY | | | | | | | |
| I-000202405150970 | US REFUND | R | 5/20/2024 | 63.76 | | 247509 | | 63.76 |
| 1 | LAMBERTZ, EMILY | | | | | | | |
| I-000202405150977 | US REFUND | R | 5/20/2024 | 50.65 | | 247510 | | 50.65 |

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE: 5/09/2024 THRU 5/22/2024

| VENDOR | I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 1 | | LARSEN, JOSHUA | | | | | | | |
| | I-000202405150983 | US REFUND | R | 5/20/2024 | 95.72 | | 247511 | | 95.72 |
| 1 | | MULLEN, ELIZABETH | | | | | | | |
| | I-000202405151005 | US REFUND | R | 5/20/2024 | 100.00 | | 247512 | | 100.00 |
| 1 | | OWEN, MICHAEL B | | | | | | | |
| | I-000202405150988 | US REFUND | R | 5/20/2024 | 56.02 | | 247513 | | 56.02 |
| 1 | | PACE, HANNAH | | | | | | | |
| | I-000202405150991 | US REFUND | R | 5/20/2024 | 26.31 | | 247514 | | 26.31 |
| 1 | | PARSON, DOTTIE M | | | | | | | |
| | I-000202405150997 | US REFUND | R | 5/20/2024 | 50.08 | | 247515 | | 50.08 |
| 1 | | PAVELICH ZOSCHK, EDD | | | | | | | |
| | I-000202405150976 | US REFUND | R | 5/20/2024 | 96.79 | | 247516 | | 96.79 |
| 1 | | PAYSEUR, VICTORIA | | | | | | | |
| | I-000202405151001 | US REFUND | R | 5/20/2024 | 56.11 | | 247517 | | 56.11 |
| 1 | | PENSE, BRANDON | | | | | | | |
| | I-000202405150987 | US REFUND | R | 5/20/2024 | 30.84 | | 247518 | | 30.84 |
| 1 | | POHLMEIER, SAMANTHA | | | | | | | |
| | I-000202405150995 | US REFUND | R | 5/20/2024 | 35.47 | | 247519 | | 35.47 |
| 1 | | POREPP, BENJAMIN | | | | | | | |
| | I-000202405151010 | US REFUND | R | 5/20/2024 | 47.80 | | 247520 | | 47.80 |
| 1 | | REYNOLDS, MORGAN | | | | | | | |
| | I-000202405151000 | US REFUND | R | 5/20/2024 | 206.36 | | 247521 | | 206.36 |
| 1 | | ROUSSELOW, MADISON S | | | | | | | |
| | I-000202405151002 | US REFUND | R | 5/20/2024 | 59.25 | | 247522 | | 59.25 |
| 1 | | SARGENT, MELISSA | | | | | | | |
| | I-000202405150978 | US REFUND | R | 5/20/2024 | 54.44 | | 247523 | | 54.44 |
| 1 | | SHUTE, GARY | | | | | | | |
| | I-000202405151012 | US REFUND | R | 5/20/2024 | 48.23 | | 247524 | | 48.23 |
| 1 | | SMITH, CHRIS | | | | | | | |
| | I-000202405150998 | US REFUND | R | 5/20/2024 | 94.29 | | 247525 | | 94.29 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 1 | SPIRE, JILL | | | | | | | |
| I-000202405150996 | US REFUND | R | 5/20/2024 | 98.47 | | 247526 | | 98.47 |
| 1 | STEUER, WILLIAM | | | | | | | |
| I-000202405150971 | US REFUND | R | 5/20/2024 | 58.56 | | 247527 | | 58.56 |
| 1 | WARWICK, DIANE | | | | | | | |
| I-000202405150999 | US REFUND | R | 5/20/2024 | 27.87 | | 247528 | | 27.87 |
| 1 | WAYMAN, TAMRA | | | | | | | |
| I-000202405151006 | US REFUND | R | 5/20/2024 | 32.73 | | 247529 | | 32.73 |
| 1 | WINKLE, AUSTIN | | | | | | | |
| I-000202405151008 | US REFUND | R | 5/20/2024 | 100.00 | | 247530 | | 100.00 |
| | | | *** VENDOR TOTALS *** | | | 43 CHECKS | | 2,599.62 |
| 006756 | MTI DISTRIBUTING INC | | | | | | | |
| C-1422580-00 | CR: UNIT #861 FILTER | R | 5/20/2024 | 86.28CR | | 247612 | | |
| I-1422581-00 | UNIT #861 FILTER | R | 5/20/2024 | 20.74 | | 247612 | | |
| I-1425446-00 | UNIT #877 OVERHAUL | R | 5/20/2024 | 138.63 | | 247612 | | 73.09 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 73.09 |
| 010193 | MTS CONTRACTING INC | | | | | | | |
| I-24-5243B | PRAC SLIDE TOWER REPAIRS | E | 5/22/2024 | 6,390.00 | | 009563 | | 6,390.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 6,390.00 |
| 002032 | MUNICIPAL COLLECTIONS OF AMERI | | | | | | | |
| I-64571 | 04/24 COLLECTION FEES | R | 5/20/2024 | 539.66 | | 247613 | | |
| I-64572 | 04/24 COLLECTION FEES OLD | R | 5/20/2024 | 5.00 | | 247613 | | |
| I-64573 | 04/24 COLLECTION FEES | R | 5/20/2024 | 42.74 | | 247613 | | 587.40 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 587.40 |
| 000350 | MUNICIPAL SUPPLY INC | | | | | | | |
| I-0903724-IN | METERS - MU | R | 5/20/2024 | 992.00 | | 247614 | | |
| I-0904637-IN | SYSTEM SUPPLIES - MU | R | 5/20/2024 | 5,085.50 | | 247614 | | |
| I-0906377-IN | METERS - MU | R | 5/20/2024 | 28,870.00 | | 247614 | | |
| I-0906378-IN | MAGNETIC LOCATOR - MU | R | 5/20/2024 | 1,404.00 | | 247614 | | 36,351.50 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 36,351.50 |
| 000278 | POWERPLAN | | | | | | | |
| I-2225133 | REPAIRS TO #240 | R | 5/20/2024 | 4,018.13 | | 247615 | | |
| I-2237221 | UNIT #240 PARTS | R | 5/20/2024 | 77.89 | | 247615 | | 4,096.02 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 4,096.02 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 006325 | N B GOLF LLC | | | | | | | |
| I-72215 | CLUTCH- OC | R | 5/20/2024 | 312.35 | | 247616 | | 312.35 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 312.35 |
| 003057 | NAPA AUTO PARTS | | | | | | | |
| C-737077 | CR: REBATE - CG | R | 5/20/2024 | 40.00CR | | 247617 | | |
| I-2986-737078 | UNIT #88 PARTS | R | 5/20/2024 | 209.65 | | 247617 | | |
| I-2986-737157 | MINI LAMPS - FD | R | 5/20/2024 | 5.69 | | 247617 | | |
| I-2986-737704 | UNIT 828/809 FILTERS | R | 5/20/2024 | 198.06 | | 247617 | | |
| I-2986-737729 | UNIT #257 PARTS | R | 5/20/2024 | 37.21 | | 247617 | | |
| I-2986-737762 | OIL FILTER - CG | R | 5/20/2024 | 5.88 | | 247617 | | |
| I-2986-738046 | UNIT #252 PARTS | R | 5/20/2024 | 5.88 | | 247617 | | |
| I-2986-738183 | BLOW GUN - CG | R | 5/20/2024 | 27.55 | | 247617 | | |
| I-2986-738214 | OIL FILTER - CG | R | 5/20/2024 | 8.00 | | 247617 | | |
| I-2986-738225 | SHOP SUPPLIES - CG | R | 5/20/2024 | 49.66 | | 247617 | | |
| I-2986-738230 | UNIT #84 PARTS | R | 5/20/2024 | 36.48 | | 247617 | | |
| I-2986-738428 | OIL FILTER - CG | R | 5/20/2024 | 4.00 | | 247617 | | |
| I-2986-738429 | ENGINE OIL - CG | R | 5/20/2024 | 179.42 | | 247617 | | |
| I-2986-738442 | UNIT #256 PARTS | R | 5/20/2024 | 12.26 | | 247617 | | |
| I-2986-738502 | ENGINE OIL - CG | R | 5/20/2024 | 57.78 | | 247617 | | |
| I-735337 | BOAT TRLR GRS CART-PRSC | R | 5/20/2024 | 109.89 | | 247617 | | 907.41 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 907.41 |
| 003727 | ODP BUSINESS SOLUTIONS, LLC | | | | | | | |
| I-360538200001 | OFFICE SUPPLIES - PSB | R | 5/20/2024 | 144.08 | | 247618 | | |
| I-362441973001 | OFFICE SUPPLIES - CH | R | 5/20/2024 | 50.50 | | 247618 | | |
| I-362954445001 | CLEANER/PENS - PSB | R | 5/20/2024 | 35.99 | | 247618 | | |
| I-362955355001 | FLASH DRIVES - PSB | R | 5/20/2024 | 19.40 | | 247618 | | |
| I-363575433001 | SOAP - PSB | R | 5/20/2024 | 19.58 | | 247618 | | |
| I-363700764001 | BUSINESS CARD CASE - PD | R | 5/20/2024 | 7.49 | | 247618 | | |
| I-364176151001 | OFFICE SUPPLIES - PSB | R | 5/20/2024 | 253.94 | | 247618 | | |
| I-364279274001 | PAPER/LAMINATE POUCH - FD | R | 5/20/2024 | 115.39 | | 247618 | | |
| I-364898240001 | LABEL/PAPER - PSB | R | 5/20/2024 | 388.99 | | 247618 | | 1,035.36 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 1,035.36 |
| 009363 | ON-TRACK CONSTRUCTION LLC | | | | | | | |
| I-PAY 8-NWNTHLWN UT2 | PAY8-NW NTHLWN UTLTY IMP PH2 | R | 5/20/2024 | 155,432.35 | | 247619 | | 155,432.35 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 155,432.35 |
| 007878 | OVERDRIVE INC | | | | | | | |
| I-06497CO24137051 | MULTIMEDIA - KL | E | 5/22/2024 | 55.99 | | 009551 | | 55.99 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 55.99 |

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DATE RANGE: 5/09/2024 THRU 5/22/2024

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 003068 | PERFECTION LEARNING CORP | | | | | | | |
| I-INV1022385 | MISC BOOKS - KL | R | 5/20/2024 | 817.26 | | 247620 | | 817.26 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 817.26 |
| 002158 | PERFICUT COMPANIES INC | | | | | | | |
| I-28220 | EXTERIOR LT MAINTENANCE-KL | R | 5/20/2024 | 286.48 | | 247621 | | 286.48 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 286.48 |
| 009158 | PERFORMANCE FOODSERVICE - THOM | | | | | | | |
| I-7569848 | FOOD FOR RESALE - OC | R | 5/20/2024 | 799.97 | | 247622 | | |
| I-7572501 | FOOD FOR RESALE - OC | R | 5/20/2024 | 631.64 | | 247622 | | 1,431.61 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 1,431.61 |
| 004611 | PETTY CASH | | | | | | | |
| I-2024 AC STARTUP | 2024 START UP CASH - AC | R | 5/20/2024 | 1,340.00 | | 247623 | | 1,340.00 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 1,340.00 |
| 008695 | CHRISTINE CARROLL | | | | | | | |
| I-05/06/2024PROGRAM | 05/2024 BALLOON TWIST/SCIENCE | R | 5/20/2024 | 470.00 | | 247624 | | 470.00 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 470.00 |
| 002648 | PIONEER MANUFACTURING COM | | | | | | | |
| I-INV924825 | PAINT-PRSC | R | 5/20/2024 | 4,088.00 | | 247625 | | 4,088.00 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 4,088.00 |
| 000384 | PITNEY BOWES INC | | | | | | | |
| I-1025297667 | RED INK CARTRIDGE - CH | E | 5/22/2024 | 132.79 | | 009510 | | 132.79 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 132.79 |
| 003387 | PJ IOWA LC PAPA JOHN'S PIZZA | | | | | | | |
| I-165246 | 4/27/24 PIZZA HAWKEYE | R | 5/20/2024 | 15.00 | | 247626 | | |
| I-172403 | 5/5/24 PIZZA HAWKEYE | R | 5/20/2024 | 15.00 | | 247626 | | |
| I-172405 | 5/6/24 PIZZA HAWKEYE | R | 5/20/2024 | 7.50 | | 247626 | | |
| I-172406 | 5/7/24 PIZZA HAWKEYE | R | 5/20/2024 | 7.50 | | 247626 | | |
| I-172407 | 5/8/24 PIZZA HAWKEYE | R | 5/20/2024 | 15.00 | | 247626 | | 60.00 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 60.00 |
| 000671 | PLUMB SUPPLY COMPANY - DM | | | | | | | |
| I-S100381957.001 | WATER HEATER PUMP-CFAC | R | 5/20/2024 | 670.82 | | 247627 | | 670.82 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 670.82 |
| 011897 | POLK COUNTY AUDITOR'S OFFICE | | | | | | | |
| I-11810 | BLOOD DRAWS - PD | R | 5/20/2024 | 150.00 | | 247628 | | 150.00 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 150.00 |

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DATE RANGE: 5/09/2024 THRU 5/22/2024

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 009386 | POMP'S TIRE SERVICE, INC | | | | | | | |
| I-1400140132 | #118 DRIVE TIRES | E | 5/22/2024 | 1,188.00 | | 009560 | | 1,188.00 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 1,188.00 |
| 003247 | PRAIRIE AG SUPPLY INC | | | | | | | |
| I-01-156807 | TUNE UP - OCM | R | 5/20/2024 | 28.78 | | 247629 | | 28.78 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 28.78 |
| 000344 | QUICK SUPPLY CO | | | | | | | |
| I-QSC181372 | FUTERRA/STAPLES - MU | E | 5/22/2024 | 559.80 | | 009509 | | 559.80 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 559.80 |
| 006390 | QUILL CORPORATION | | | | | | | |
| I-38289458 | FINE POINT MARKERS - P&R | R | 5/20/2024 | 8.26 | | 247630 | | 8.26 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 8.26 |
| 005557 | RACOM CORPORATION | | | | | | | |
| I-INV16815 | P25/BEON ACCESS - FD | E | 5/22/2024 | 2,015.25 | | 009546 | | |
| I-INV16819 | P25 ACCESS - PD | E | 5/22/2024 | 2,612.73 | | 009546 | | 4,627.98 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 4,627.98 |
| 003538 | GET SOME GUNS, LLC | | | | | | | |
| I-1931 | RANGE SUPPLIES - PD | R | 5/20/2024 | 338.18 | | 247631 | | 338.18 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 338.18 |
| 008509 | REDBUD LLC | | | | | | | |
| I-1967 | RETAINING WALL REPAIR | R | 5/20/2024 | 6,998.14 | | 247632 | | 6,998.14 |
| 008509 | REDBUD LLC | | | | | | | |
| I-1986 | 04/27-5/03/24 MOWING | R | 5/20/2024 | 6,688.55 | | 247633 | | 6,688.55 |
| 008509 | REDBUD LLC | | | | | | | |
| I-1991 | 5/4-5/10/24 FACILITIES MOWING | R | 5/20/2024 | 6,688.55 | | 247634 | | 6,688.55 |
| | | | | *** VENDOR TOTALS *** | | 3 CHECKS | | 20,375.24 |
| 008276 | RELIANT FIRE APPARATUS INC | | | | | | | |
| I-5WI000679 | UNIT #122 REPAIRS | R | 5/20/2024 | 234.63 | | 247635 | | 234.63 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 234.63 |
| 001985 | RIDD X PEST CONTROL | | | | | | | |
| I-65551 | PEST CONTROL - CH | E | 5/22/2024 | 119.00 | | 009522 | | 119.00 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 119.00 |

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VENDOR SET: 01     City of Ankeny
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DATE RANGE: 5/09/2024 THRU  5/22/2024

                                                                      CHECK         INVOICE                CHECK   CHECK     CHECK
VENDOR I.D.                 NAME                           STATUS      DATE          AMOUNT     DISCOUNT      NO   STATUS   AMOUNT

011464                      RJN GROUP, INC.
       I-39920106           CCTV INSPECTION                  E    5/22/2024        4,870.20                009565          4,870.20
                                                                         *** VENDOR TOTALS ***           1 CHECKS            4,870.20

001768                      ROGNES CORPORATION
       I-PAY 1-N4MILECRKSWR PAY 1-N 4MILE CRK TRNK SWR PH2   R    5/20/2024      176,400.81                247636        176,400.81
                                                                         *** VENDOR TOTALS ***           1 CHECKS          176,400.81

006366                      ROTELLA'S ITALIAN BAKERY INC
       I-A65835             FOOD FOR RESALE - OC             E    5/22/2024          110.50                009548
       I-A69242             FOOD FOR RESALE-OC               E    5/22/2024           97.21                009548
       I-A71962             FOOD FOR RESALE-OC               E    5/22/2024           97.17                009548            304.88
                                                                         *** VENDOR TOTALS ***           1 CHECKS              304.88

001094                      LE HUNT JR ENT INC
       I-335731             SMALL DRAIN/CLEANING-PRSC        R    5/20/2024          400.00                247637            400.00
                                                                         *** VENDOR TOTALS ***           1 CHECKS              400.00

004079                      STRAWBERRY PATCH
       I-94194              SHIRTS FOR TBALL/BB              R    5/20/2024        1,440.00                247638
       I-94195              SHIRTS FOR TBALL/BB              R    5/20/2024        2,598.00                247638
       I-94197              UNIFORMS -AC                     R    5/20/2024        1,425.00                247638
       I-94198              INDOOR VOLLEYBALL TSHIRTS-P&R    R    5/20/2024          199.00                247638          5,662.00
                                                                         *** VENDOR TOTALS ***           1 CHECKS            5,662.00

004954                      CARMEN L SANTEE
       I-01/24-03/24FITNESS 01/24-03/24 FITNESS              E    5/22/2024           54.00                009576             54.00
                                                                         *** VENDOR TOTALS ***           1 CHECKS               54.00

002116                      SHATTUCK/RPM INC
       I-17587              SOD - PW                         E    5/22/2024          132.00                009525            132.00
                                                                         *** VENDOR TOTALS ***           1 CHECKS              132.00

004842                      THE SHERWIN-WILLIAMS CO
       I-0028-3             PAINT -KL                        R    5/20/2024          156.41                247639            156.41
                                                                         *** VENDOR TOTALS ***           1 CHECKS              156.41

001103                      SHRED-IT
       I-8007047838         4/24/2024 SHREDDING SVCS         R    5/20/2024           62.97                247640             62.97
                                                                         *** VENDOR TOTALS ***           1 CHECKS               62.97

011989                      LOGAN SOMMERS
       I-4/26/2024          BUILDING MAINTENANCE             R    5/20/2024       14,350.00                247641         14,350.00
                                                                         *** VENDOR TOTALS ***           1 CHECKS           14,350.00
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VENDOR SET: 01 City of Ankeny
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DATE RANGE: 5/09/2024 THRU 5/22/2024

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 011758 | JONATHAN SOUBAYI | | | | | | | |
| I-05/01/24-05/02/24 | 5/1-5/2/24 MEAL | E | 5/22/2024 | 37.43 | | 009592 | | 37.43 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 37.43 |
| 001280 | SPRAYER SPECIALTIES INC | | | | | | | |
| I-1211209-IN | ROW SUPPLIES - PW | E | 5/22/2024 | 25.03 | | 009519 | | 25.03 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 25.03 |
| 002339 | STAPLES CONTRACT & COMMERCIAL | | | | | | | |
| I-3527102277 | DESKPAD - OCM | R | 5/20/2024 | 4.25 | | 247642 | | |
| I-3536805875 | CODING LABELS - PD | R | 5/20/2024 | 5.69 | | 247642 | | |
| I-6001697285 | PENS - PD | R | 5/20/2024 | 28.09 | | 247642 | | |
| I-6002067321 | LYSOL/CLOTHS - KL | R | 5/20/2024 | 111.69 | | 247642 | | 149.72 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 149.72 |
| 001018 | STAPLES CREDIT PLAN | | | | | | | |
| I-6001697287 | TAPE/CLEANER - KL | R | 5/20/2024 | 83.75 | | 247643 | | 83.75 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 83.75 |
| 002065 | STAR EQUIPMENT LTD | | | | | | | |
| I-01691052 | PART #257 | E | 5/22/2024 | 1,275.85 | | 009523 | | 1,275.85 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 1,275.85 |
| 004250 | GL DODGE CITY LLC | | | | | | | |
| I-176341 | NEW DODGE DURANGO - PD | R | 5/20/2024 | 44,497.00 | | 247644 | | 44,497.00 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 44,497.00 |
| 008350 | STIVERS FORD | | | | | | | |
| I-718829/1 | UNIT #929 REPAIRS | R | 5/20/2024 | 276.00 | | 247645 | | 276.00 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 276.00 |
| 011816 | STORYTIME PODS PTY LTD | | | | | | | |
| I-INV-2818 | 06/01/24-05/31/24 RENEWAL | E | 5/22/2024 | 1,200.00 | | 009568 | | 1,200.00 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 1,200.00 |
| 012086 | STREET COLLECTIVE | | | | | | | |
| I-24G02 | 2024 REGIONAL TRAIL MAPS-P&R | E | 5/22/2024 | 97.50 | | 009575 | | 97.50 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 97.50 |
| 001859 | SVPA ARCHITECTS INC. | | | | | | | |
| I-0039496 #13 | PAY 13-FIR STATION #4 | R | 5/20/2024 | 6,204.87 | | 247646 | | 6,204.87 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 6,204.87 |

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VENDOR SET: 01     City of Ankeny
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DATE RANGE: 5/09/2024 THRU  5/22/2024

                                                                      CHECK         INVOICE                CHECK   CHECK     CHECK
VENDOR I.D.                 NAME                           STATUS      DATE          AMOUNT     DISCOUNT      NO   STATUS   AMOUNT

005089                      SYNERGY CONTRACTING LLC
       I-PAY 15FNL-HTT WTR  PAY 15-FINAL HTT WTR TRNSMSN M   R    5/20/2024       15,196.96                247647        15,196.96

005089                      SYNERGY CONTRACTING LLC
       I-RTNG-HTT WTR MN    RTNG-HTT WTR TRNSMSN MN/DRNG     R    5/20/2024      274,158.52                247648       274,158.52
                                                                         *** VENDOR TOTALS ***           2 CHECKS         289,355.48

000124                      SYSCO IOWA INC
       I-339518039          FOOD FOR RESALE - OC             R    5/20/2024          519.29                247649
       I-339522548          FOOD FOR RESALE-OC               R    5/20/2024          254.71                247649
       I-339526386          FOOD FOR RESALE - OC             R    5/20/2024          260.89                247649
       I-339530569          FOOD FOR RESALE- AC              R    5/20/2024          552.95                247649
       I-339531081          FOOD FOR RESALE-HWKYE/ACC        R    5/20/2024          548.47                247649         2,136.31
                                                                         *** VENDOR TOTALS ***           1 CHECKS           2,136.31

009540                      TELEFLEX LLC
       I-9508362702         EMS SUPPLIES - FD                E    5/22/2024          562.50                009562           562.50
                                                                         *** VENDOR TOTALS ***           1 CHECKS             562.50

000455                      TESDELL ELECTRIC LTD
       I-147114             PRAC MOTOR STARTER               R    5/20/2024        6,500.00                247650         6,500.00
                                                                         *** VENDOR TOTALS ***           1 CHECKS           6,500.00

004907                      TK CONCRETE INC
       I-PAY 1-2024 PCCSTPT PAY 1-2024 PCC ST PTCHING PGRM   R    5/20/2024       56,522.15                247651        56,522.15
                                                                         *** VENDOR TOTALS ***           1 CHECKS          56,522.15

003194                      TNT LANDSCAPING & NURSERY
       I-81654              PLANTS - CFAC                    R    5/20/2024          212.05                247652
       I-81682              PLANTS - CFAC                    R    5/20/2024           91.66                247652           303.71
                                                                         *** VENDOR TOTALS ***           1 CHECKS             303.71

004159                      TOYNE INC
       I-IN0017615          VALVE ASSEMBLY - FD              R    5/20/2024          437.59                247653           437.59
                                                                         *** VENDOR TOTALS ***           1 CHECKS             437.59

000657                      TRAFFIC AND TRANSPORTATION
       I-245042             PEDESTAL POLE BASES              E    5/22/2024        2,280.00                009515         2,280.00
                                                                         *** VENDOR TOTALS ***           1 CHECKS           2,280.00

012101                      SEAN TRAN
       I-5/14/24            STORMWATER BMP REIMBURSEMENT     R    5/20/2024           75.00                247654            75.00
                                                                         *** VENDOR TOTALS ***           1 CHECKS              75.00
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DATE RANGE: 5/09/2024 THRU 5/22/2024

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 000465 | TREASURER STATE OF IOWA | | | | | | | |
| I-05/09/2024 | MONTHLY SALES & EXCISE TAX | D | 5/09/2024 | 111,560.28 | | 002486 | | 111,560.28 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 111,560.28 |
| 007224 | TREERING WORKFORCE SOLUTIONS I | | | | | | | |
| I-MSP-10336 | FY24 ANNUAL SOFTWARE SUPPORT | R | 5/20/2024 | 4,267.50 | | 247655 | | 4,267.50 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 4,267.50 |
| 000468 | TRUCK EQUIPMENT INC | | | | | | | |
| I-314906 | UNIT #228 PARTS | E | 5/22/2024 | 27.90 | | 009512 | | 27.90 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 27.90 |
| 007454 | TUBE PRO INC | | | | | | | |
| I-00060775 | TUBES-CFAC | R | 5/20/2024 | 1,487.50 | | 247656 | | 1,487.50 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 1,487.50 |
| 003278 | DAVIS EQUIPMENT CORPORATION | | | | | | | |
| I-JI89330 | BEDKNIFE - OCM | E | 5/22/2024 | 161.00 | | 009533 | | |
| I-WW02937 | DECODER - PRSC | E | 5/22/2024 | 137.14 | | 009533 | | 298.14 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 298.14 |
| 011651 | CAYDEN TYSDAL | | | | | | | |
| I-05/08/2024SHOES | 5/8/24 SHOES | E | 5/22/2024 | 93.94 | | 009591 | | 93.94 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 93.94 |
| 009428 | UMB BANK NA | | | | | | | |
| I-0185403367 | 2014G GO REF CLN - P&I | D | 5/22/2024 | 1,819,418.75 | | 002496 | | |
| I-0185405685 | 2015A GO BONDS - P&I | D | 5/22/2024 | 791,196.87 | | 002496 | | |
| I-0185405693 | 2015B GO ANN APP UR BONDS-P&I | D | 5/22/2024 | 283,500.00 | | 002496 | | |
| I-0185408440 | 2016A GO REF BONDS - P&I | D | 5/22/2024 | 1,329,462.50 | | 002496 | | |
| I-0185409216 | 2016B GO BONDS - P&I | D | 5/22/2024 | 907,100.00 | | 002496 | | |
| I-0185413564 | 2017A GO BONDS - P&I | D | 5/22/2024 | 1,068,415.62 | | 002496 | | |
| I-0185413572 | 2017B WATER REV BONDS - P&I | D | 5/22/2024 | 148,734.37 | | 002496 | | |
| I-0185417599 | 2018A GO BONDS - P&I | D | 5/22/2024 | 1,637,350.00 | | 002496 | | |
| I-0185417607 | 2018B WATER REV BONDS - P&I | D | 5/22/2024 | 442,540.62 | | 002496 | | |
| I-I045 05/2024 | 2019A GO BONDS - P&I | D | 5/22/2024 | 1,991,575.00 | | 002496 | | |
| I-I046 05/2024 | 2019B WATER REV BONDS - P&I | D | 5/22/2024 | 370,850.00 | | 002496 | | |
| I-I1237 05/2024 | 2022A GO BONDS - P&I | D | 5/22/2024 | 4,518,712.49 | | 002496 | | |
| I-I1534 05/2024 | 2023B GO BONDS - P&I | D | 5/22/2024 | 4,014,750.00 | | 002496 | | |
| I-I441 05/2024 | 2020A GO BONDS - P&I | D | 5/22/2024 | 1,601,475.00 | | 002496 | | |
| I-I446 05/2024 | 2020B WATER REV BONDS - P&I | D | 5/22/2024 | 241,012.49 | | 002496 | | |
| I-I880 05/2024 | 2021A GO BONDS - P&I | D | 5/22/2024 | 2,791,350.00 | | 002496 | | 23,957,443.71 |
| | | | | *** VENDOR TOTALS *** | | 1 CHECKS | | 23,957,443.71 |

```
VENDOR SET: 01     City of Ankeny
BANK:       APFNB  FIRST NATIONAL BANK AMES
DATE RANGE: 5/09/2024 THRU  5/22/2024

                                                                      CHECK         INVOICE                CHECK   CHECK     CHECK
VENDOR I.D.                 NAME                           STATUS      DATE          AMOUNT     DISCOUNT      NO   STATUS   AMOUNT

008503                      UNITEDHEALTHCARE INSURANCE COM
       I-AFD35019           REFUND - FD                      R    5/20/2024          312.80                247657           312.80
                                                                         *** VENDOR TOTALS ***           1 CHECKS             312.80

002135                      CENTRAL IOWA HOSPITAL CORPORAT
       I-221763             APRIL 2024 SERVICES              R    5/20/2024        3,119.15                247658         3,119.15
                                                                         *** VENDOR TOTALS ***           1 CHECKS           3,119.15

011876                      HD SUPPLY, INC.
       I-INV00329782        CHEM & LAB SUPPLIES              E    5/22/2024        1,007.09                009570         1,007.09
                                                                         *** VENDOR TOTALS ***           1 CHECKS           1,007.09

010036                      USCC SERVICES LLC
       I-0651181484         05/2024 STATEMENT                R    5/20/2024          539.80                247659           539.80
                                                                         *** VENDOR TOTALS ***           1 CHECKS             539.80

000475                      UTILITY EQUIPMENT COMPANY
       I-20057189-000       RISERS - MU                      E    5/22/2024        1,118.70                009513         1,118.70
                                                                         *** VENDOR TOTALS ***           1 CHECKS           1,118.70

012089                      MEGAN VAN HEIDEN
       I-05/03/24           STORMWATER BMP REIMBURSEMENT     R    5/20/2024           25.00                247660            25.00
                                                                         *** VENDOR TOTALS ***           1 CHECKS              25.00

005012                      VAN-WALL EQUIPMENT INC
       C-6221992            CR: UNIT #651 PARTS              E    5/22/2024          565.52CR              009543
       I-6214763            TRACTOR REPAIR-PRSC              E    5/22/2024        1,942.12                009543
       I-6218212            UNIT #651 PARTS                  E    5/22/2024          633.32                009543
       I-6224401            UNIT #651 PARTS                  E    5/22/2024          454.59                009543         2,464.51
                                                                         *** VENDOR TOTALS ***           1 CHECKS           2,464.51

007560                      CORY VAUDT
       I-5/08/24            BOARD OF PHARMACY CSA            E    5/22/2024           25.00                009578            25.00
                                                                         *** VENDOR TOTALS ***           1 CHECKS              25.00

004796                      WALSH DOOR & HARDWARE COMPANY
       I-811705             RS2 DOOR CONTROLLER BRD          R    5/20/2024        2,328.00                247661
       I-811706             ACCESS CONTROL REPAIRS-ACC       R    5/20/2024          212.00                247661         2,540.00
                                                                         *** VENDOR TOTALS ***           1 CHECKS           2,540.00

003376                      WASHER SYSTEMS OF IOWA, INC
       I-1427               SURFACE CLEANER RENTAL- AC       R    5/20/2024          200.00                247662           200.00
                                                                         *** VENDOR TOTALS ***           1 CHECKS             200.00
```

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 002569 | WASTE CONNECTIONS INC | | | | | | | |
| I-3650073T071 | 4/1-4/30/24 SVCS - PSB | R | 5/20/2024 | 81.16 | | 247663 | | |
| I-3659881T071 | 05/2024 CFAC | R | 5/20/2024 | 195.43 | | 247663 | | |
| I-3659882T071 | 05/2024 WASTE SVCS- CH | R | 5/20/2024 | 67.02 | | 247663 | | |
| I-3659884T071 | 5/1-5/31/24 SVCS - FS#2 | R | 5/20/2024 | 65.15 | | 247663 | | |
| I-3659885T071 | 05/2024 WASTE SVCS - KL | R | 5/20/2024 | 284.63 | | 247663 | | |
| I-3659886T071 | 5/1-5/31/24 SVCS - FS#3 | R | 5/20/2024 | 65.15 | | 247663 | | |
| I-3659887T071 | 05/2024 WASTE SVCS - KL | R | 5/20/2024 | 105.66 | | 247663 | | |
| I-3659888T071 | 05/2024 WASTE SVCS-HAWKEYE | R | 5/20/2024 | 48.87 | | 247663 | | |
| I-3659889T071 | 05/2024 WASTE SVCS-OC PRO | R | 5/20/2024 | 260.58 | | 247663 | | |
| I-3659890T071 | 05/2024 WASTE SVCS - OCM | R | 5/20/2024 | 97.73 | | 247663 | | |
| I-3659891T071 | 5/1-5/31/24 SVCS - MAINT FAC | R | 5/20/2024 | 301.09 | | 247663 | | |
| I-3659892T071 | 05/2024 WASTE SVCS - PRSC | R | 5/20/2024 | 260.58 | | 247663 | | |
| I-3659893T071 | 05/2024 WASTE SVCS-PK MNT | R | 5/20/2024 | 260.58 | | 247663 | | |
| I-3659894T071 | 5/1-5/31/24 SVCS - PD | R | 5/20/2024 | 65.15 | | 247663 | | |
| I-3659895T071 | 05/2024 WASTE SVCS PRAC | R | 5/20/2024 | 130.28 | | 247663 | | |
| I-3659896T071 | 05/2024 WASTE SVCS-PRSC | R | 5/20/2024 | 252.99 | | 247663 | | |
| I-3659898T071 | 05/2024 WASTE SVCS - PRSC | R | 5/20/2024 | 169.34 | | 247663 | | |
| I-3659899T071 | 5/1-5/31/24 SVCS - WASTEWATER | R | 5/20/2024 | 96.96 | | 247663 | | 2,808.35 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 2,808.35 |
| 007822 | WEE'S TEES LLC | | | | | | | |
| I-17252 | UNIFORMS -PRSC | R | 5/20/2024 | 172.38 | | 247664 | | 172.38 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 172.38 |
| 004122 | ADAM WHISLER | | | | | | | |
| I-05/02/24-05/05/24 | 5/2-5/5/24 TRAVEL | E | 5/22/2024 | 241.01 | | 009537 | | 241.01 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 241.01 |
| 000107 | WOODMAN ELECTRICAL CONTRACTORS | | | | | | | |
| I-3164 | HVAC REPAIRS -ACC | R | 5/20/2024 | 488.08 | | 247665 | | 488.08 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 488.08 |
| 011416 | MICHELLE LEE YUSKA | | | | | | | |
| I-05/08/24 GCMOA | 5/8/24 GCMOA MEETING | E | 5/22/2024 | 31.60 | | 009587 | | 31.60 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 31.60 |
| 011964 | ZOLL DATA SYSTEMS, INC. | | | | | | | |
| I-INV00172815 | 6/01/24-6/30/24 SVCS - FD | E | 5/22/2024 | 420.00 | | 009571 | | 420.00 |
| | | | *** VENDOR TOTALS *** | | | 1 CHECKS | | 420.00 |

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE: 5/09/2024 THRU 5/22/2024

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|

| * * TOTALS * * | NO | | | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---|---|---|---|---|---|---|
| REGULAR CHECKS: | 176 | | | 3,433,871.79 | 0.00 | 3,433,871.79 |
| HAND CHECKS: | 0 | | | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 3 | | | 24,535,530.67 | 0.00 | 24,535,530.67 |
| EFT: | 91 | | | 278,124.37 | 0.00 | 278,124.37 |
| NON CHECKS: | 0 | | | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 0 | VOID DEBITS | 0.00 | | | |
| | | VOID CREDITS | 0.00 | 0.00 | 0.00 | |

TOTAL ERRORS: 0

| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---|---|---|---|---|
| VENDOR SET: 01 BANK: APFNB TOTALS: | 270 | 28,247,526.83 | 0.00 | 28,247,526.83 |
| BANK: APFNB TOTALS: | 270 | 28,247,526.83 | 0.00 | 28,247,526.83 |
| REPORT TOTALS: | 270 | 28,247,526.83 | 0.00 | 28,247,526.83 |

```
                                                          SELECTION CRITERIA
------------------------------------------------------------------------------------------------------------------------------------
VENDOR SET:  01-City of Ankeny
VENDOR:      ALL
BANK CODES:  Include: APFNB
FUNDS:       All
------------------------------------------------------------------------------------------------------------------------------------
CHECK SELECTION


CHECK RANGE: 000000 THRU 999999
DATE RANGE:  5/09/2024 THRU  5/22/2024
CHECK AMOUNT RANGE:           0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS:  YES
------------------------------------------------------------------------------------------------------------------------------------
PRINT OPTIONS
SEQUENCE:           VENDOR SORT KEY


PRINT TRANSACTIONS: YES
PRINT G/L:          NO
UNPOSTED ONLY:      NO
EXCLUDE UNPOSTED:   NO
MANUAL ONLY:        NO
STUB COMMENTS:      NO
REPORT FOOTER:      NO
CHECK STATUS:       NO
PRINT STATUS:       * - All
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ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Police | Deliver Exceptional Service |

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of eight sport utility vehicles (SUV) for the Police Department.

EXECUTIVE SUMMARY:

The Police Department's FY 2025 Budget includes the replacement of two large SUV and four mid-size SUV and the addition of two mid-size SUV, for a total cost of $371,778.40.

FISCAL IMPACT: **Yes**

The FY 2025 Budget includes $564,534 for the vehicles, equipment (radar, radio, camera, decals and laptop) and installation.

CITY MANAGER'S RECOMMENDATIONS:

Recommend resolution authorizing the purchase of eight sport utility vehicles (SUV) for the Police Department.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

## PUBLIC OUTREACH EFFORTS:

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## ACTION REQUESTED:

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## ADDITIONAL INFORMATION:

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## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution |

# RESOLUTION

## RESOLUTION AUTHORIZING THE PURCHASE OF EIGHT SPORT UTILITY VEHICLES (SUV) FOR THE POLICE DEPARTMENT

**WHEREAS**, the Police Department's FY 2025 Budget includes the purchase of two large SUV and six mid-size SUV; and

**WHEREAS**, a proposal was received for two 2024 Chevrolet Tahoe 4WD Police Package Vehicles under State of Iowa contract pricing from Karl Chevrolet in the amount of $99,810.40; and

**WHEREAS**, a proposal was received for three 2024 Dodge Durango AWD 5.7L Hemi V8 Pursuit Vehicles under State of Iowa contract pricing from Stew Hanson in the amount of $131,241.00; and

**WHEREAS**, a proposal was received for three 2025 Ford Police Interceptor Utility AWD Vehicles under State of Iowa contract pricing from Stivers Ford in the amount of $140,727.00; and

**WHEREAS**, the City Council finds and determines that it is in the best interest of the City to authorize the purchase of said vehicles.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the City Council of the City of Ankeny, State of Iowa that the City Manager is hereby authorized to issue a purchase order from FY 2025 funds for the purchase of said vehicles in an amount not to exceed $371,778.40.

**PASSED AND APPROVED** this 20th day of May, 2024.

__________________________________
Mark E. Holm, Mayor

ATTEST:

__________________________________
Diane Klemme, Deputy City Clerk

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| | |
|---|---|
| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
| Human Resources | Deliver Exceptional Service |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to accept the Civil Service Commission certified lists for appointment to:  Police Officer, Firefighter Paramedic, Deputy Building Official, and Building Inspections Supervisor, subject to passing any further departmental requirements.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend accpetance of the Civil Service Commission certified lists for appointment to:  Police Officer, Firefighter Paramedic, Deputy Building Official, and Building Inspections Supervisor, subject to passing any further departmental requirements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

## PUBLIC OUTREACH EFFORTS:

---

## ACTION REQUESTED:

---

## ADDITIONAL INFORMATION:

---

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Civil Service certified lists |

city of Ankeny
bringing it all together

May 20, 2024

To: The Honorable Mark Holm, Mayor, and City Council Members

From: Civil Service Commission

At the May 13, 2024, meeting of the Civil Service Commission, the following applicants were certified eligible for appointment, subject to passing all other requirements.

**Police Officer – Police Department:**

| RANK | LAST NAME | FIRST NAME |
|---|---|---|
| 1 | Russell | Preston |
| 2 | Kajtazovic | Sandi |
| 3 | White | Morgan |
| 4 | Dicks | Madison |
| 5 | Rainford | Daniela |
| 6 | Allen | Jermaine |
| 7 | Crimmins | Kalen |
| 8 | Van Voorst | Aaron |
| 9 | Studer | Shawn |
| 10 | Naftzger | Eibhlis |
| 11 | Fiedler | Levi |

**Firefighter Paramedic – Fire Department:**

| Rank | Last Name | First Name |
|---|---|---|
| 1 | Dickerson | Ben |
| 2 | Dorsett | Joshua |
| 3 | Brown | Wyatt |
| 4 | Andrews | Kevin |
| 5 | Burrell | Jill |
| 6 | Menegay | Matthew |
| 7 | Betsworth | Apollo |
| 8 | Nasers | Micheal |
| 9 | Weissinger | Robert |
| 10 | Peterson | John |
| 10 | Lowe | Benjamin |
| 12 | Bolanos | Gabriel |
| 13 | Regenwether | Austin |
| 14 | Kelly | Coleman |
| 15 | Helgens | Justin |
| 16 | Colwells | Desmond |
| 17 | Molyneaux | David |
| 18 | Duncan | Nichole |
| 19 | Schlueter | Zachary |
| 20 | Patava | Cole |
| 21 | Spencer | Owen |
| 22 | Danhauer | Harrison |
| 23 | Olson | Daniel |
| 24 | Schiller | Jacob |
| 25 | Kriceri | Andrew |
| 26 | Schoening | Jackson |
| 27 | Tillotson | Timothy |
| 28 | Kass | Laney |
| 29 | Pote | Quinten |
| 30 | Hudecek | Jayson |
| 31 | Rice | Micah |

| | | |
|---|---|---|
| 32 | Agans | Payton |
| 33 | Gillet | Connor |
| 34 | Schiltz | Nathan |
| 35 | McClure | Wyatt |
| 36 | Kieffer | Nicholas |
| 37 | Williams | Jamir |
| 38 | Laures | Logan |
| 39 | Steinbach | Keith |
| 40 | Gerst | Samuel |

**Deputy Building Official – Community Development Department:**

| RANK | LAST NAME | FIRST NAME |
|---|---|---|
| 1 | Agan | Jerry |
| 2 | McCambridge | Scott |

The following employees were certified eligible for promotion, subject to passing all other requirements.

**Building Inspections Supervisor – Municipal Utilities Department:**

| RANK | LAST NAME | FIRST NAME |
|---|---|---|
| 1 | Georgius | Jon |
| 2 | Ruby | Jared |

Respectfully submitted,
Dawn Gean
Dawn Gean, Clerk of the Civil Service Commission

city of Ankeny
bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms LLC from Office/Business Park to Low Density Residential (LUPA #1) (date of hrg: 6/3/24 @ 5:30p.m.).

EXECUTIVE SUMMARY:

Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map. These amendments are accompanied by three rezonings. The properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres; and are located east of NE Delaware Avenue, west of Interstate 35 and south of NE 126th Ave.

Land Use Plan Amendment #1 is approximately 57.74 acres; and is located south of NE 126th Avenue, east of NE Delaware Avenue and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park. The applicant is now proposing to reclassify the future land use to Low Density Residential.

FISCAL IMPACT: **No**

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## CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting public hearing for 6/3/2024 @ 5:30 p.m.

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On May 7, 2024, the Plan and Zoning Commission recommended that the City Council approve the request by Hope Kimberley LLC, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, from Office/Business Park to Low Density Residential use classification (LUPA #1).

## PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

## ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution - LUPA #1 |
| 🗋 Notice |
| 🗋 PZ Stamped LUPA #1 Exhibit |
| 🗋 Aerial Map - LUPA #1 |
| 🗋 Applicant Letter |
| 🗋 Future Land Use Map - LUPA #1 |

# RESOLUTION

## RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO AMEND THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM OFFICE/BUSINESS PARK TO LOW DENSITY RESIDENTIAL, LUPA AREA #1, LOCATED SOUTH OF NE 126TH AVENUE, EAST OF NE DELAWARE AVENUE, AND WEST OF I-35

---

**WHEREAS,** on the 16th day of April, 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 7th day of May, 2024, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify certain property owned by Hope K Farms, LLC, from Office/Business Park to Low Density Residential (LUPA Area #1); and

**WHEREAS,** the City Council now deems it necessary to provide for the notice and hearing of said amendment to reclassify the following described property:

### LEGAL DESCRIPTION:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'42" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER, 1611.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 242.42 FEET; THENCE SOUTH 00°07'14" WEST, 250.86 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 489.12 FEET; THENCE SOUTH 89°52'46" EAST, 122.29 FEET; THENCE SOUTH 00°07'14" WEST, 70.00 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 460.94 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE NORTH 89°51'46" WEST ALONG SAID SOUTH LINE, 1850.49 FEET TO THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN QUIT CLAIM DEED BOOK 16459, PAGE 161 OF THE POLK COUNTY RECORDER; THENCE NORTH 00°27'07" EAST ALONG SAID WESTERLY LINE, 182.42 FEET; THENCE SOUTH 89°57'42" WEST CONTINUING ALONG SAID WESTERLY LINE, 41.98 FEET; THENCE NORTH 00°07'27" EAST CONTINUING ALONG SAID WESTERLY LINE, 119.48 FEET; THENCE NORTH 89°54'38" WEST, 229.35 FEET TO THE WEST LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE NORTH 00°22'47" EAST ALONG SAID WEST LINE, 1028.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 57.74 ACRES (2,515,041 SQUARE FEET).

### LAYMAN'S DESCRIPTION:

Approximately 57.74-acres (+/-) located south of NE 126th Avenue and east of NE Delaware Avenue and west of Interstate 35.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 3rd day of June, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify the above-described property from Office/Business Park to Low Density Residential (LUPA Area #1); and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

**PASSED AND APPROVED** this 20th day of May, 2024.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Dianne Klemme, Deputy City Clerk

# NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER AN AMENDMENT TO THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP AND TO CONSIDER AN AMENDMENT TO REZONE CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT.

---

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Ankeny, Iowa, will consider an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify the following-described property from Office Business Park to Low Density Residential; and consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope K Farms, LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development:

## LEGAL DESCRIPTION – PROPOSED LAND USE MAP AMENDMENT (Amendment Area #1):

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'42" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER, 1611.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 242.42 FEET; THENCE SOUTH 00°07'14" WEST, 250.86 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 489.12 FEET; THENCE SOUTH 89°52'46" EAST, 122.29 FEET; THENCE SOUTH 00°07'14" WEST, 70.00 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 460.94 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE NORTH 89°51'46" WEST ALONG SAID SOUTH LINE, 1850.49 FEET TO THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN QUIT CLAIM DEED BOOK 16459, PAGE 161 OF THE POLK COUNTY RECORDER; THENCE NORTH 00°27'07" EAST ALONG SAID WESTERLY LINE, 182.42 FEET; THENCE SOUTH 89°57'42" WEST CONTINUING ALONG SAID WESTERLY LINE, 41.98 FEET; THENCE NORTH 00°07'27" EAST CONTINUING ALONG SAID WESTERLY LINE, 119.48 FEET; THENCE NORTH 89°54'38" WEST, 229.35 FEET TO THE WEST LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE NORTH 00°22'47" EAST ALONG SAID WEST LINE, 1028.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 57.74 ACRES (2,515,041 SQUARE FEET).

## LAYMAN'S DESCRIPTION:

Approximately 57.74-acres (+/-) located south of NE 126th Avenue, East of NE Delaware Avenue and West of Interstate 35.

## LEGAL DESCRIPTION – PUD, PLANNED UNIT DEVELOPMENT (Rezoning Area A):

A PART OF THE NORTHWEST FRACTIONAL QUARTER AND A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°52'51" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER, 1611.41 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°51'53" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER, 242.40 FEET; THENCE SOUTH 00°07'14" WEST, 250.86 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 489.12 FEET; THENCE SOUTH 89°52'46" EAST, 122.29 FEET; THENCE SOUTH 00°07'14" WEST, 70.00 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 454.93 FEET TO THE NORTH LINE OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTH QUARTER OF SAID SOUTHWEST FRACTIONAL QUARTER, 2122.63 FEET TO THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°09'43" EAST ALONG SAID WEST LINE, 530.04 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN BOOK 16459, PAGE 161; THENCE SOUTH 89°52'01" EAST ALONG THE SOUTH LINE OF SAID PROPERTY, 271.62 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 00°10'05" EAST ALONG THE EASTERLY LINE OF SAID PROPERTY, 136.96 FEET; THENCE NORTH 00°27'07" EAST ALONG SAID EASTERLY LINE, 182.42 FEET; THENCE SOUTH 89°57'42" WEST ALONG SAID EASTERLY LINE, 41.98 FEET; THENCE NORTH 00°07'27" EAST ALONG SAID EASTERLY LINE, 119.48 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 89°54'38" WEST ALONG THE NORTH LINE OF SAID PROPERTY, 229.35 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY AND THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°22'47" EAST ALONG SAID WEST LINE, 1028.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.86 ACRES (3,870,694 SQUARE FEET).

## LAYMAN'S DESCRIPTION:

Approximately 88.86 acres (+/-) located south of NE 126th Avenue, East of NE Delaware Avenue and West of Interstate 35.

**NOTICE IS FURTHER GIVEN** that the proposed amendment, as described above, will affect only the above-described property.

**YOU ARE FURTHER AND SPECIFICALLY NOTIFIED** that the City Council will hold a public hearing at 5:30 p.m. on the 3rd day of June, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendments, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

**DATED** this 20th day of May, 2024

CITY OF ANKENY

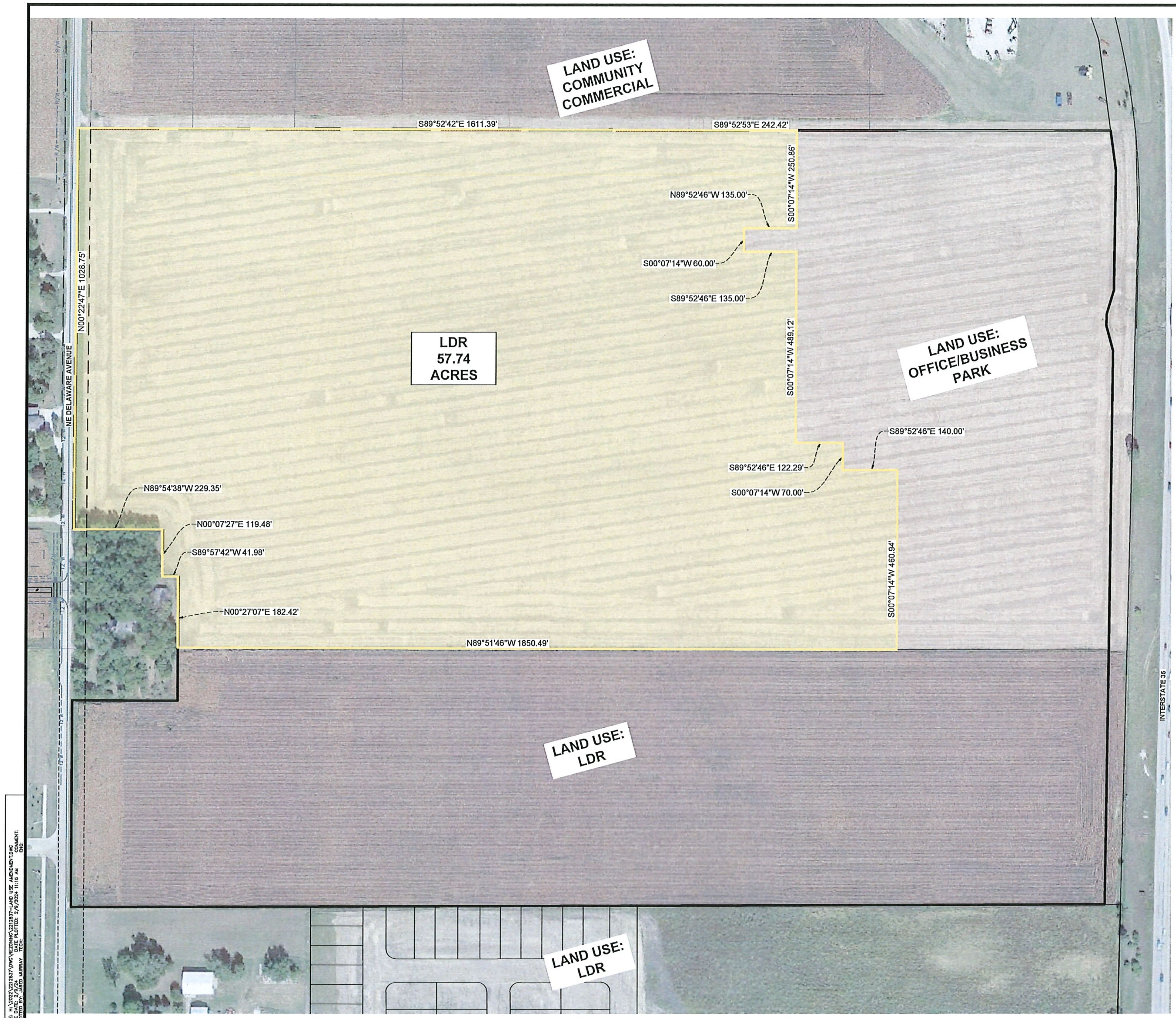
___________________________________________
Diane Klemme, Deputy City Clerk

Published in the Des Moines Register on the ____day of ________________, 2024.

#1

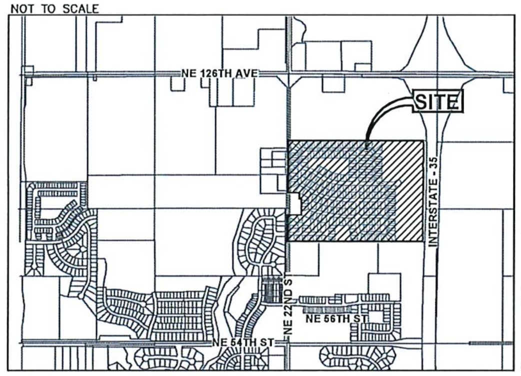
**ROLL CALL**
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
T. Ropp Chairperson
Brenda [illegible] Secretary

FILE: H:\2022\2212837\DWG\REZONING\2212837-LAND USE AMENDMENT.DWG
FILE DATE: 2/9/24 DATE PLOTTED: 2/9/2024 11:18 AM COMMENT:
PLOTTED BY: JARED MURRAY TECH: ENG:


LAND USE: COMMUNITY COMMERCIAL
S89°52'42"E 1611.39'
S89°52'53"E 242.42'
S00°07'14"W 250.86'
N89°52'46"W 135.00'
S00°07'14"W 60.00'
S89°52'46"E 135.00'
S00°07'14"W 489.12'
N00°22'47"E 1028.75'
NE DELAWARE AVENUE
LDR
57.74
ACRES
LAND USE: OFFICE/BUSINESS PARK
S89°52'46"E 140.00'
S89°52'46"E 122.29'
S00°07'14"W 70.00'
N89°54'38"W 229.35'
N00°07'27"E 119.48'
S89°57'42"W 41.98'
N00°27'07"E 182.42'
S00°07'14"W 460.94'
N89°51'46"W 1850.49'
LAND USE: LDR
INTERSTATE 35
LAND USE: LDR

## VICINITY MAP

NOT TO SCALE


NE 126TH AVE
SITE
INTERSTATE 35
NE 22ND ST
NE 56TH ST
NE 54TH ST
N

ANKENY, IOWA

## OWNER / APPLICANT

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

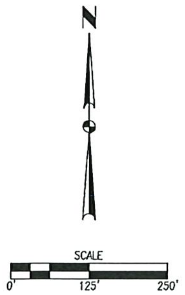
## LAND USE DESIGNATION

| | |
|---|---|
| EXISTING: | OFFICE/BUSINESS PARK |
| PROPOSED: | LDR: LOW DENSITY RESIDENTIAL |

## LAND USE DESCRIPTION

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'42" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER, 1611.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 242.42 FEET; THENCE SOUTH 00°07'14" WEST, 250.86 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 489.12 FEET; THENCE SOUTH 89°52'46" EAST, 122.29 FEET; THENCE SOUTH 00°07'14" WEST, 70.00 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 460.94 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE NORTH 89°51'46" WEST ALONG SAID SOUTH LINE, 1850.49 FEET TO THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN QUIT CLAIM DEED BOOK 16459, PAGE 161 OF THE POLK COUNTY RECORDER; THENCE NORTH 00°27'07" EAST ALONG SAID WESTERLY LINE, 182.42 FEET; THENCE SOUTH 89°57'42" WEST CONTINUING ALONG SAID WESTERLY LINE, 41.98 FEET; THENCE NORTH 00°07'27" EAST CONTINUING ALONG SAID WESTERLY LINE, 119.48 FEET; THENCE NORTH 89°54'38" WEST, 229.35 FEET TO THE WEST LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE NORTH 00°22'47" EAST ALONG SAID WEST LINE, 1028.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 57.74 ACRES (2,515,041 SQUARE FEET).


N
SCALE
0'
125'
250'

| REVISIONS | DATE |
|---|---|
| 1ST SUBMITTAL | 02/09/2024 |

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

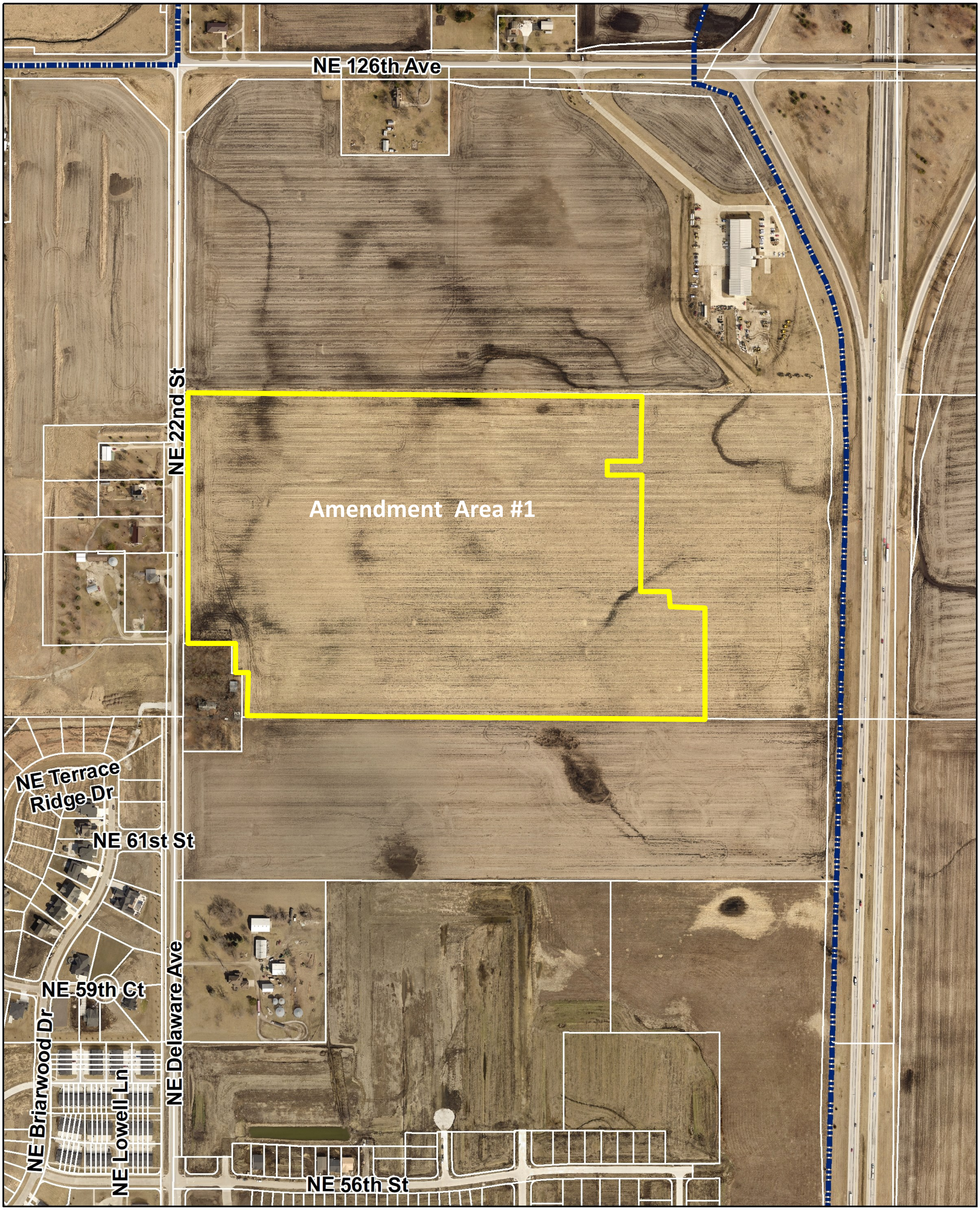
ENGINEER: JMM
TECH: CWO

CIVIL DESIGN ADVANTAGE

# HOPE CROSSING
## LAND USE AMENDMENT - LDR

ANKENY, IOWA

1/1
2212.837


NE 126th Ave
NE 22nd St
Amendment Area #1
NE Terrace Ridge Dr
NE 61st St
NE 59th Ct
NE Briarwood Dr
NE Lowell Ln
NE Delaware Ave
NE 56th St

N

1 inch = 500 feet

Date: 3/11/2024

**Hope Crossing Aerial**

**LUPA Area #1**

Ankeny
bringing it all together.

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

March 29, 2024

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

RE: Rezoning & Land Use Plan Amendments – Hope Crossing

Honorable Mayor and City Council and Planning & Zoning Commission;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 119.30 acres located north, south and east of 12211 22nd Street. The existing zoning of the property is R-1 One-Family Residential District and we are requesting to rezone 88.86 acres to a Planned Unit Development (Area A), 15.71 acres to R-3 Multiple-Family Residence District restricted to 10 units per acre intended to be utilized for townhomes (Area B) and 14.73 acres to R-3 Multiple-Family Residence District restricted to 20 units per acre intended to be utilized for apartments (Area C).

Rezoning requests related to the proposed PUD (Area A) and R-3 restricted to 20 units per acre (Area C) zoning districts had each obtained 60% or more consenting signatures from adjacent property owners within 250' as required to initiate the rezoning request without Council initiation. The proposed R-3 restricted to 10 units per acre (Area B) zoning district had initially obtained 49.72% consenting signatures from adjacent property owners within 250', requiring Council initiation of that particular rezoning request which took place at its March 4th Council Meeting. A neighboring property owner has since agreed to the Area B rezoning request and has provided a singed consent form meeting the 60% minimum required consent of adjacent property owners within 250' for all three rezoning requests.

We are also submitting a request to modify the city's comprehensive plan from 57.74 acres of office/business park to low-density residential, 15.71 acres of office/business park to medium-density residential, 6.36 acres of office/business park to high-density residential and 8.37 acres of low-density residential to high-density residential.

When the comprehensive plan was created for this large tract of property that overall contains 119.30 acres, the property was assigned a low-density residential and office/business park land use. As the property is now annexed into the city of Ankeny and is under one ownership the market would back a diversification of housing to support this area of Ankeny. The property is bordered by NE Delaware Avenue to the west and Interstate 35 on the east. We are proposing to have higher density residential along Interstate 35 that would then transition to lower density residential as you head west through the property.

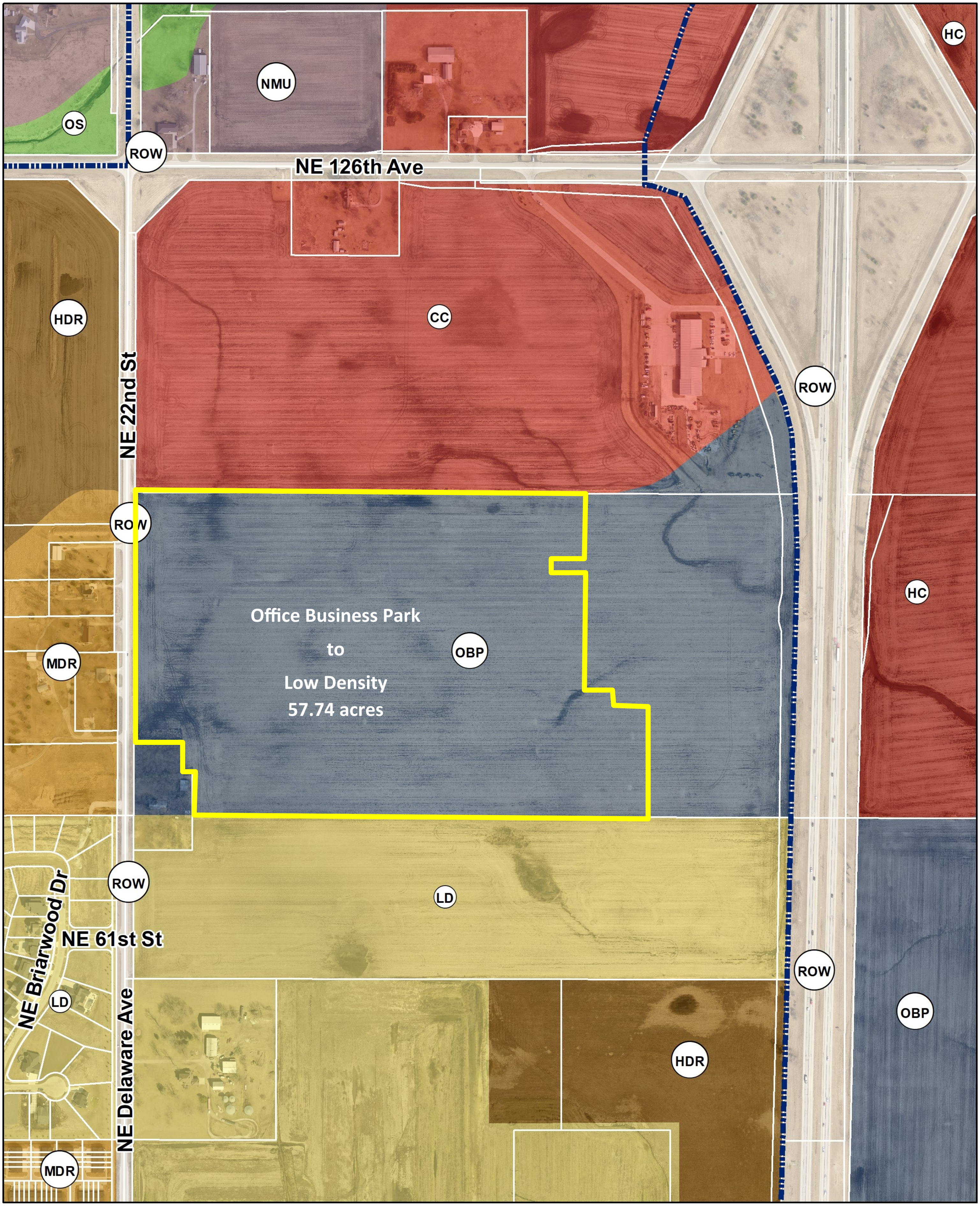
Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Jared Murray

Jared Murray, P.E.


NMU
OS
ROW
HC
NE 126th Ave
HDR
CC
ROW
NE 22nd St
ROW
Office Business Park
to
Low Density
57.74 acres
OBP
HC
MDR
ROW
LD
NE Briarwood Dr
NE 61st St
ROW
LD
OBP
HDR
NE Delaware Ave
MDR
N

1 inch = 500 feet

Date: 3/5/2024

**Future Land Use Map Area #1**

**Hope Crossing**

Ankeny
*bringing it all together.*

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

---

ACTION REQUESTED:

Resolution

---

LEGAL:

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SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hope K Farms LLC from the current R-1 One Family Residential District to PUD, Planned Unit Development District (Rezoning Area A). (date of hrg: 6/3/2024 @ 5:30p.m.)

---

EXECUTIVE SUMMARY:

Hope K Farms, LLC is requesting to rezone 88.86 acres (Rezoning Area A) from R-1 One Family Residential District to PUD Planned Unit Development. The purpose of a PUD is to promote development by providing a greater level of flexibility than normally allowed. Lots within the proposed PUD area would allow detached, single-family homes with minimum lot widths of 55 feet and a minimum lot area of 6,650 square feet or 3.33 units per acre. The PUD Concept Plan outlines bulk regulations, landscape screening, which is provided by a 20ft buffer easement along NE Delaware Avenue. Also included in the concept plans is an 8-acre park, and the general plan for development with tentative lot lines, public streets, utilities, parkland area and storm water detention.

This rezoning request accompanies the applicants requests to amend The Ankeny Plan 2040

Comprehensive Plan, Figure 12.10, Future Land Use Map, LUPA #1, from Office/Business Park to Low Density Residential.

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## FISCAL IMPACT: **No**

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## CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting public hearing for 6/3/2024 @ 5:30 p.m.

---

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On May 7, 2024, the Plan and Zoning Commission recommended that the City Council approve the request to rezone property owned by Hope K Farms LLC from R-1 One Family Residential District to PUD, Planned Unit Development District. (Rezoning Area A).

---

## PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

---

## ACTION REQUESTED:

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## ADDITIONAL INFORMATION:

---

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution - Area A |
| 🗋 Notice |
| 🗋 PZ Stamped RZ Exhibit |
| 🗋 Stamped PZ Conceptual Plan |
| 🗋 Aerial Map |
| 🗋 Applicant Letter |

# RESOLUTION

## RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY HOPE K FARMS LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, REZONING AREA A, LOCATED SOUTH OF NE 126TH AVENUE, EAST OF NE DELAWARE AVENUVE, AND WEST OF I-35.

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**WHEREAS,** on the 16th day of April, 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 7th day of May, 2024, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope K Farms, LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development District (Rezoning Area A); and

**WHEREAS**, the City Council now deems it necessary to provide for the notice and hearing of said amendment to rezone the following described property:

### LEGAL DESCRIPTION:

A PART OF THE NORTHWEST FRACTIONAL QUARTER AND A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°52'51" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER, 1611.41 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°51'53" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER, 242.40 FEET; THENCE SOUTH 00°07'14" WEST, 250.86 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 489.12 FEET; THENCE SOUTH 89°52'46" EAST, 122.29 FEET; THENCE SOUTH 00°07'14" WEST, 70.00 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 454.93 FEET TO THE NORTH LINE OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTH QUARTER OF SAID SOUTHWEST FRACTIONAL QUARTER, 2122.63 FEET TO THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°09'43" EAST ALONG SAID WEST LINE, 530.04 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN BOOK 16459, PAGE 161; THENCE SOUTH 89°52'01" EAST ALONG THE SOUTH LINE OF SAID PROPERTY, 271.62 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 00°10'05" EAST ALONG THE EASTERLY LINE OF SAID PROPERTY, 136.96 FEET; THENCE NORTH 00°27'07" EAST ALONG SAID EASTERLY LINE, 182.42 FEET; THENCE SOUTH 89°57'42" WEST ALONG SAID EASTERLY LINE, 41.98 FEET; THENCE NORTH 00°07'27" EAST ALONG SAID EASTERLY LINE, 119.48 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 89°54'38" WEST ALONG THE NORTH LINE OF SAID PROPERTY, 229.35 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY AND THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°22'47" EAST ALONG SAID WEST LINE, 1028.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.86 ACRES (3,870,694 SQUARE FEET).

### LAYMAN'S DESCRIPTION:

Approximately 88.86-acres (+/-) located south of NE 126th Avenue, east of NE Delaware Avenue, and west of I-35.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 3rd day of June, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the above-described property owned by Hope K Farms, LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development (Rezoning Area A); and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

**PASSED AND APPROVED** this 20th day of May, 2024.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Dianne Klemme, Deputy City Clerk

# NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER AN AMENDMENT TO THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP AND TO CONSIDER AN AMENDMENT TO REZONE CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT.

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Ankeny, Iowa, will consider an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify the following-described property from Office Business Park to Low Density Residential; and consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope K Farms, LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development:

## LEGAL DESCRIPTION – PROPOSED LAND USE MAP AMENDMENT (Amendment Area #1):

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'42" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER, 1611.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 242.42 FEET; THENCE SOUTH 00°07'14" WEST, 250.86 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 489.12 FEET; THENCE SOUTH 89°52'46" EAST, 122.29 FEET; THENCE SOUTH 00°07'14" WEST, 70.00 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 460.94 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE NORTH 89°51'46" WEST ALONG SAID SOUTH LINE, 1850.49 FEET TO THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN QUIT CLAIM DEED BOOK 16459, PAGE 161 OF THE POLK COUNTY RECORDER; THENCE NORTH 00°27'07" EAST ALONG SAID WESTERLY LINE, 182.42 FEET; THENCE SOUTH 89°57'42" WEST CONTINUING ALONG SAID WESTERLY LINE, 41.98 FEET; THENCE NORTH 00°07'27" EAST CONTINUING ALONG SAID WESTERLY LINE, 119.48 FEET; THENCE NORTH 89°54'38" WEST, 229.35 FEET TO THE WEST LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE NORTH 00°22'47" EAST ALONG SAID WEST LINE, 1028.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 57.74 ACRES (2,515,041 SQUARE FEET).

## LAYMAN'S DESCRIPTION:

Approximately 57.74-acres (+/-) located south of NE 126th Avenue, East of NE Delaware Avenue and West of Interstate 35.

## LEGAL DESCRIPTION – PUD, PLANNED UNIT DEVELOPMENT (Rezoning Area A):

A PART OF THE NORTHWEST FRACTIONAL QUARTER AND A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°52'51" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER, 1611.41 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°51'53" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER, 242.40 FEET; THENCE SOUTH 00°07'14" WEST, 250.86 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 489.12 FEET; THENCE SOUTH 89°52'46" EAST, 122.29 FEET; THENCE SOUTH 00°07'14" WEST, 70.00 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 454.93 FEET TO THE NORTH LINE OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTH QUARTER OF SAID SOUTHWEST FRACTIONAL QUARTER, 2122.63 FEET TO THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°09'43" EAST ALONG SAID WEST LINE, 530.04 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN BOOK 16459, PAGE 161; THENCE SOUTH 89°52'01" EAST ALONG THE SOUTH LINE OF SAID PROPERTY, 271.62 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 00°10'05" EAST ALONG THE EASTERLY LINE OF SAID PROPERTY, 136.96 FEET; THENCE NORTH 00°27'07" EAST ALONG SAID EASTERLY LINE, 182.42 FEET; THENCE SOUTH 89°57'42" WEST ALONG SAID EASTERLY LINE, 41.98 FEET; THENCE NORTH 00°07'27" EAST ALONG SAID EASTERLY LINE, 119.48 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 89°54'38" WEST ALONG THE NORTH LINE OF SAID PROPERTY, 229.35 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY AND THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°22'47" EAST ALONG SAID WEST LINE, 1028.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.86 ACRES (3,870,694 SQUARE FEET).

## LAYMAN'S DESCRIPTION:

Approximately 88.86 acres (+/-) located south of NE 126th Avenue, East of NE Delaware Avenue and West of Interstate 35.

**NOTICE IS FURTHER GIVEN** that the proposed amendment, as described above, will affect only the above-described property.

**YOU ARE FURTHER AND SPECIFICALLY NOTIFIED** that the City Council will hold a public hearing at 5:30 p.m. on the 3rd day of June, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendments, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

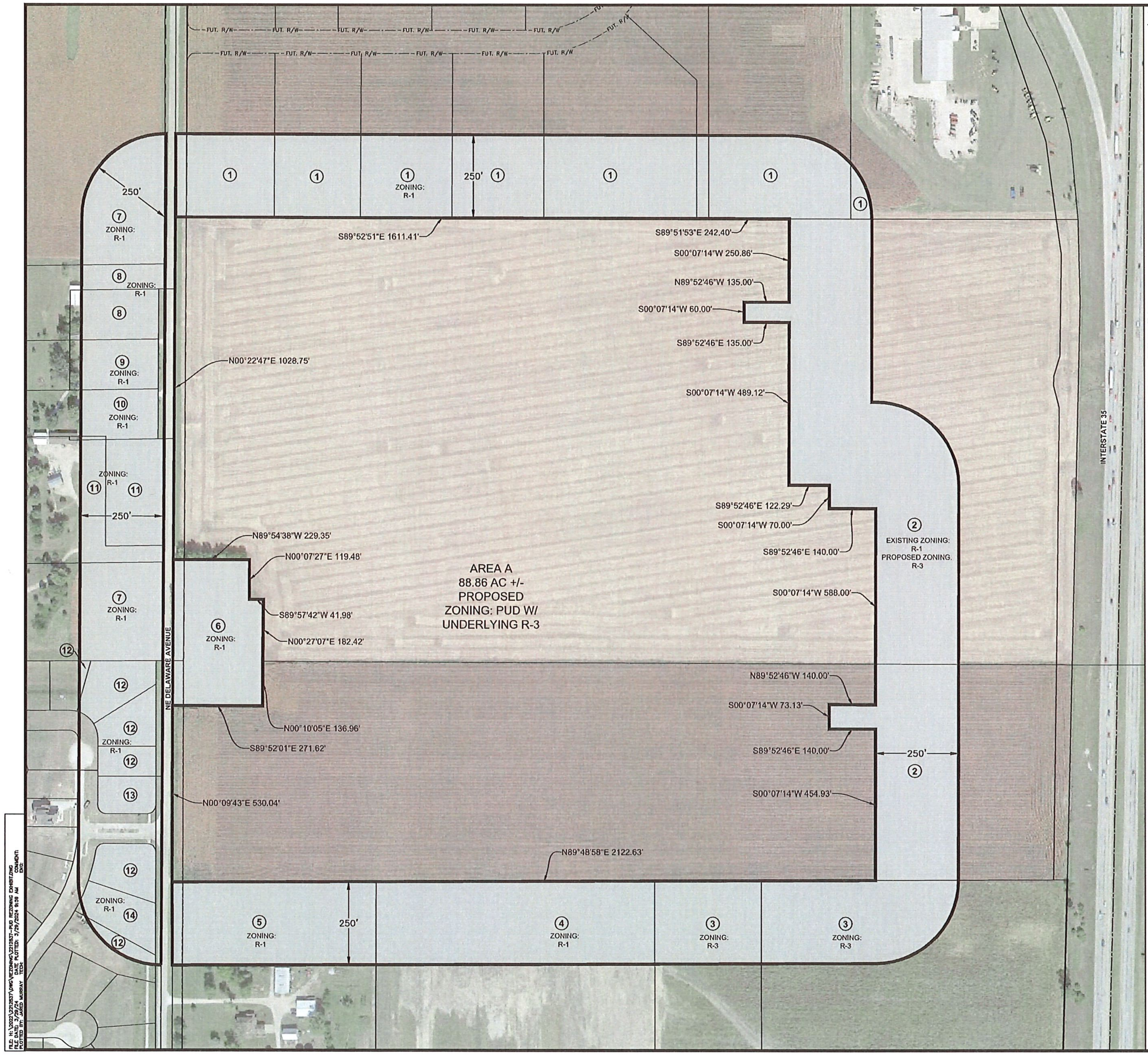
**DATED** this 20th day of May, 2024

CITY OF ANKENY

________________________________________
Diane Klemme, Deputy City Clerk

Published in the Des Moines Register on the ____day of ________________, 2024.

**ROLL CALL**
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain – Absent 1
APPROVED
T. Rapp Chairperson
Secretary


FUT. R/W
① ZONING: R-1
250'
⑦ ZONING: R-1
⑧ ZONING: R-1
⑨ ZONING: R-1
⑩ ZONING: R-1
⑪ ZONING: R-1 ⑪
⑫ ZONING: R-1
⑬
⑭
⑥ ZONING: R-1
⑤ ZONING: R-1
④ ZONING: R-1
③ ZONING: R-3
② EXISTING ZONING: R-1 PROPOSED ZONING: R-3
NE DELAWARE AVENUE
INTERSTATE 35
AREA A
88.86 AC +/-
PROPOSED
ZONING: PUD W/ UNDERLYING R-3
S89°52'51"E 1611.41'
S89°51'53"E 242.40'
S00°07'14"W 250.86'
N89°52'46"W 135.00'
S00°07'14"W 60.00'
S89°52'46"E 135.00'
S00°07'14"W 489.12'
S89°52'46"E 122.29'
S00°07'14"W 70.00'
S89°52'46"E 140.00'
S00°07'14"W 588.00'
N89°52'46"W 140.00'
S00°07'14"W 73.13'
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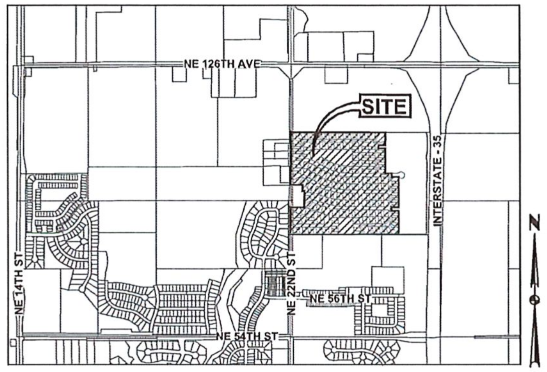
S00°07'14"W 454.93'
N89°48'58"E 2122.63'
N00°09'43"E 530.04'
S89°52'01"E 271.62'
N00°10'05"E 136.96'
N00°27'07"E 182.42'
S89°57'42"W 41.98'
N00°07'27"E 119.48'
N89°54'38"W 229.35'
N00°22'47"E 1028.75'
DATE PLOTTED: 3/29/2024 9:59 AM
COMMENT:

## VICINITY MAP

NOT TO SCALE


NE 126TH AVE
SITE
INTERSTATE 35
NE 14TH ST
NE 22ND ST
NE 56TH ST
NE 54TH ST
N

ANKENY, IOWA

## OWNER/DEVELOPER

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

## ZONING

EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT

PROPOSED: PUD: PLANNED UNIT DEVELOPMENT W/ UNDERLYING R-3 (MULTIPLE-FAMILY RESIDENCE DISTRICT)

## ADJACENT OWNERSHIP

| OWNER | ACRES | PERCENT | CONSENTING |
|---|---|---|---|
| 1. TODD RUETER | 11.77 AC. | 22.17% | X |
| 2. HOPE K FARMS LLC | 13.24 AC. | 24.94% | X |
| 3. NORTH ANKENY LAND LLC | 4.95 AC. | 9.33% | X |
| 4. KIMBERLEY DEVELOPMENT CORP | 4.82 AC. | 9.08% | X |
| 5. CAROL & RANDY MILLER | 3.54 AC. | 6.67% | X |
| 6. ALVIN & EMILY WYCKOFF | 2.60 AC. | 4.90% | |
| 7. HOPE KIMBERLEY LLC | 3.64 AC. | 6.86% | X |
| 8. ALAN ABUHL | 1.23 AC. | 2.32% | |
| 9. MORGAN & SAMUEL KEASLER | 0.80 AC. | 1.51% | |
| 10. JILL & SHANNON HAUS | 0.79 AC. | 1.49% | |
| 11. JUDITH & ROBIN VAN DYKE | 2.14 AC. | 4.03% | |
| 12. BILL KIMBERLEY LC | 2.46 AC. | 4.63% | X |
| 13. BRUCE & DEBBY DROTTZ | 0.44 AC. | 0.83% | |
| 14. CANDICE & HOLLY MELAHOURES | 0.66 AC. | 1.24% | |
| | 53.08 AC. | 100% | 83.68% |

## REZONING DESCRIPTION

A PART OF THE NORTHWEST FRACTIONAL QUARTER AND A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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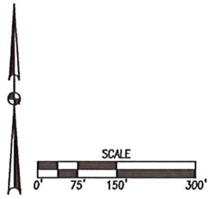

N
SCALE
0'
75'
150'
300'

| REVISIONS | DATE |
|---|---|
| 5TH SUBMITTAL | 03/26/2024 |
| 4TH SUBMITTAL | 03/20/2024 |
| 3RD SUBMITTAL | 02/09/2024 |
| 2ND SUBMITTAL | 01/19/2024 |
| 1ST SUBMITTAL | 10/27/2023 |

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

CIVIL DESIGN ADVANTAGE
ENGINEER: JMM
TECH: JDS

# HOPE CROSSING

## PUD REZONING EXHIBIT - AREA A

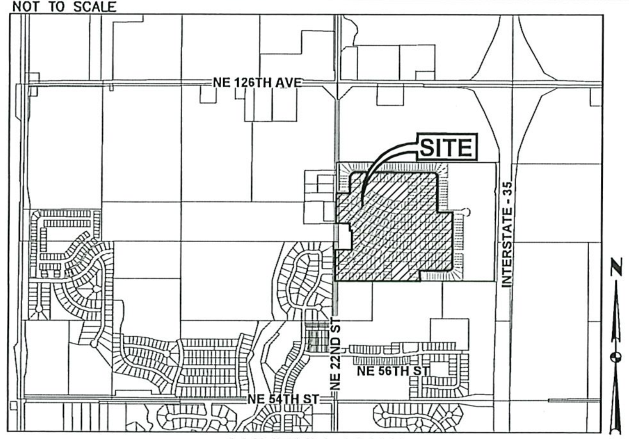
ANKENY, IOWA

1/1
2212.837

# HOPE CROSSING

## VICINITY MAP

NOT TO SCALE



ANKENY, IOWA

## OWNER/DEVELOPER

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

## ENGINEER / SURVEYOR

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

## BULK REGULATIONS

SETBACKS:
FRONT YARD SETBACK = 25 FT
SIDE YARD SETBACK = 10 FT (5 FT MINIMUM EACH SIDE)
REAR YARD SETBACK = 25 FT

MIN. LOT WIDTH: = 55 FT

MIN. LOT AREA: = 6,600 SF

* LOTS (230) / ACRE (70.95) = 3.24 LOTS/ACRE

## ZONING

EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT

PROPOSED: PUD: PLANNED UNIT DEVELOPMENT W/ UNDERLYING R-3 (MULTIPLE-FAMILY RESIDENCE DISTRICT)

## NOTES

1. THE DEVELOPER WILL BE RESPONSIBLE FOR STREETLIGHTS ALONG PUBLIC STREETS, INCLUDING NE DELAWARE AVENUE.
2. THIS DEVELOPMENT WILL BE PART OF A HOMEOWNER'S ASSOCIATION.
3. REPAIR ANY FIELD TILE ENCOUNTERED AND CONNECT TO STORM SEWER WHEREVER POSSIBLE.
4. OUTLOT 'Y' WILL BE DEDICATED TO THE CITY OF ANKENY AS PARKLAND.
5. OUTLOT 'Z' WILL BE UTILIZED FOR STORM WATER DETENTION AND WILL BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION.
6. FENCES ON LOTS ADJACENT TO NE DELAWARE AVENUE SHALL BE SETBACK 20' FROM THE NE DELAWARE AVENUE RIGHT-OF-WAY. FENCES WILL BE ALLOWED AT A 10' SETBACK FROM THE NE DELAWARE AVENUE RIGHT-OF-WAY WITH THE CONDITION THAT TWO TREES ARE PLANTED BETWEEN THE FENCE AND THE RIGHT-OF-WAY.
7. ACCESSORY STRUCTURES ON LOTS ADJACENT TO NE DELAWARE AVENUE SHALL BE SETBACK A MINIMUM OF 20' FROM THE NE DELAWARE AVENUE RIGHT-OF-WAY.
8. NO LOTS WILL BE ALLOWED DRIVEWAY ACCESS OFF OF NE DELAWARE AVENUE.
9. LOTS 34, 35 AND 182 WILL NOT BE ALLOWED DRIVEWAY ACCESS OFF OF STREET B. DRIVEWAY ACCESS MUST BE SHOWN ON STREET G.
10. IF DRIVEWAY FOR LOT 219 IS LOCATED ON STREET B, IT MUST BE LOCATED AS FAR EAST AS POSSIBLE TO AVOID CONFLICT WITH THE INTERSECTION.
11. AT THE TIME OF FINAL DESIGN UTILITY STRUCTURES AND ADA RAMPS SHALL BE REVIEWED TO AVOID CONFLICTS WITH DRIVEWAYS.
12. DEVELOPER WILL BE RESPONSIBLE FOR RECOMMENDATIONS FROM THE CITY APPROVED TRAFFIC IMPACT STUDY.

## REZONING DESCRIPTION

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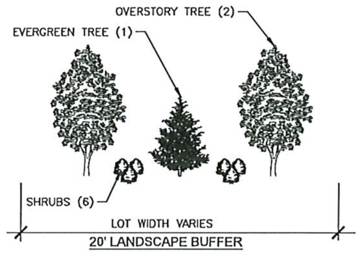
## LANDSCAPE BUFFER REQUIREMENTS

1 EVERGREEN TREE, 2 OVERSTORY TREES AND 6 SHRUBS PER LOT



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain – Absent 1
APPROVED
T. Rapp Chairperson
Brenda Sughoang Secretary

| REVISIONS | DATE |
|---|---|
| 4TH SUBMITTAL | 03/20/2024 |
| 3RD SUBMITTAL | 02/09/2024 |
| 2ND SUBMITTAL | 01/19/2024 |
| 1ST SUBMITTAL | 10/27/2023 |

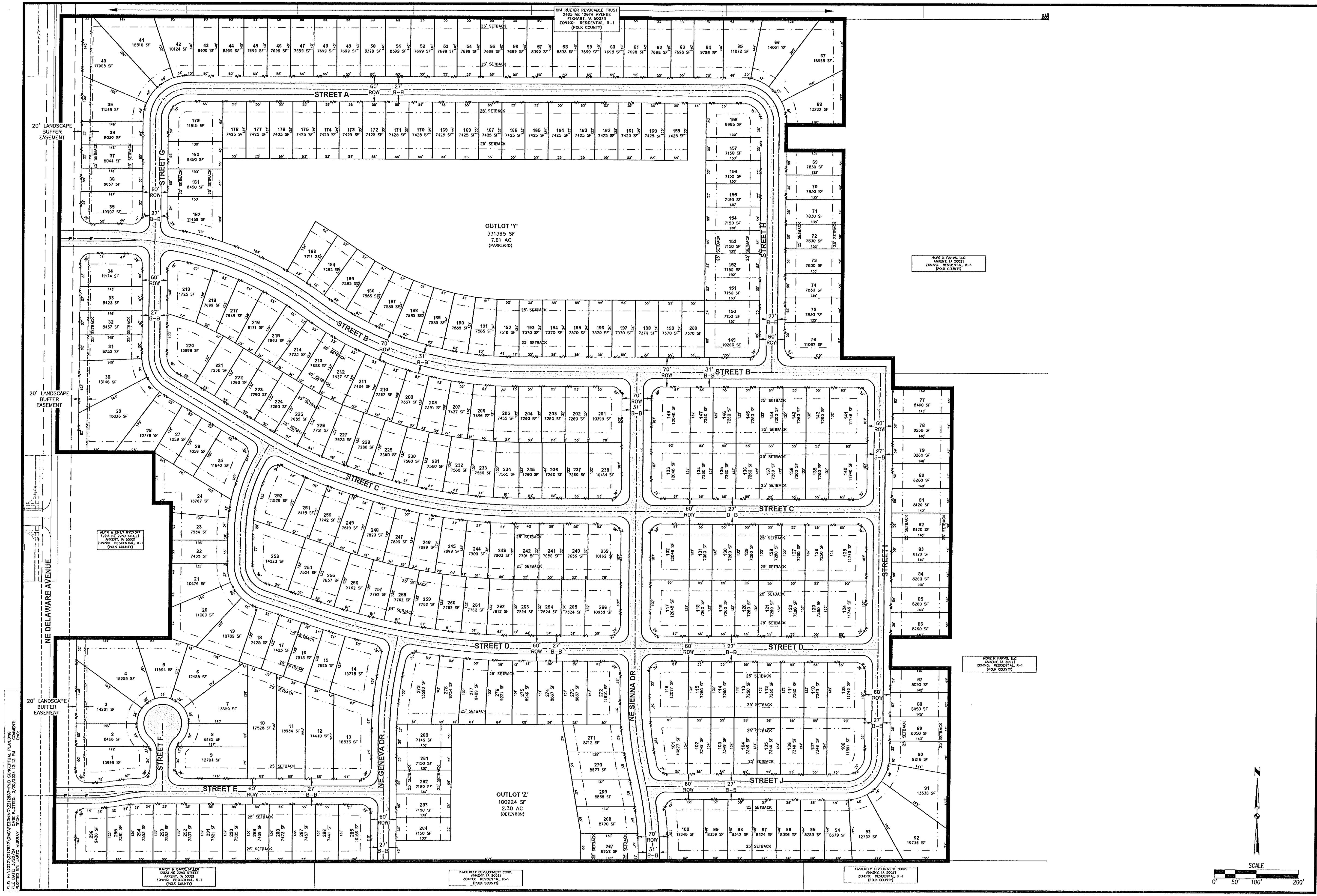
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

CIVIL DESIGN ADVANTAGE
ENGINEER: JMM
TECH:

HOPE CROSSING
PUD CONCEPTUAL PLAN - AREA A
ANKENY, IOWA

1/2
2212.837

FILE: H:\2022\2212837\DWG\REZONING\2212837-PUD CONCEPTUAL PLAN.DWG
FILE DATE: 3/20/24 DATE PLOTTED: 3/20/2024 12:11 PM COMMENT:
PLOTTED BY: JARED MURRAY TECH: ENG:



KIM RUETER REVOCABLE TRUST
2425 NE 126TH AVENUE
ELKHART, IA 50073
ZONING: RESIDENTIAL, R-1
(POLK COUNTY)
STREET A
STREET B
STREET C
STREET D
STREET E
STREET F
STREET G
STREET H
STREET I
STREET J
NE GENEVA DR
NE SIENNA DR
NE DELAWARE AVENUE
20' LANDSCAPE BUFFER EASEMENT
60' ROW
27' B-B
70' ROW
31' B-B
25' SETBACK
OUTLOT 'Y'
331365 SF
7.61 AC
(PARKLAND)
OUTLOT 'Z'
100224 SF
2.30 AC
(DETENTION)
HOPE K FARMS, LLC
ANKENY, IA 50021
ZONING: RESIDENTIAL, R-1
(POLK COUNTY)
ALVIN & EMILY WYCKOFF
12211 NE 22ND STREET
ANKENY, IA 50021
ZONING: RESIDENTIAL, R-1
(POLK COUNTY)
RANDY & CAROL MILLER
12023 NE 22ND STREET
ANKENY, IA 50021
ZONING: RESIDENTIAL, R-1
(POLK COUNTY)
KIMBERLEY DEVELOPMENT CORP.
ANKENY, IA 50021
ZONING: RESIDENTIAL, R-1
(POLK COUNTY)
N
SCALE
0'
50'
100'
200'

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ENGINEER: JMM
TECH:

CIVIL DESIGN ADVANTAGE

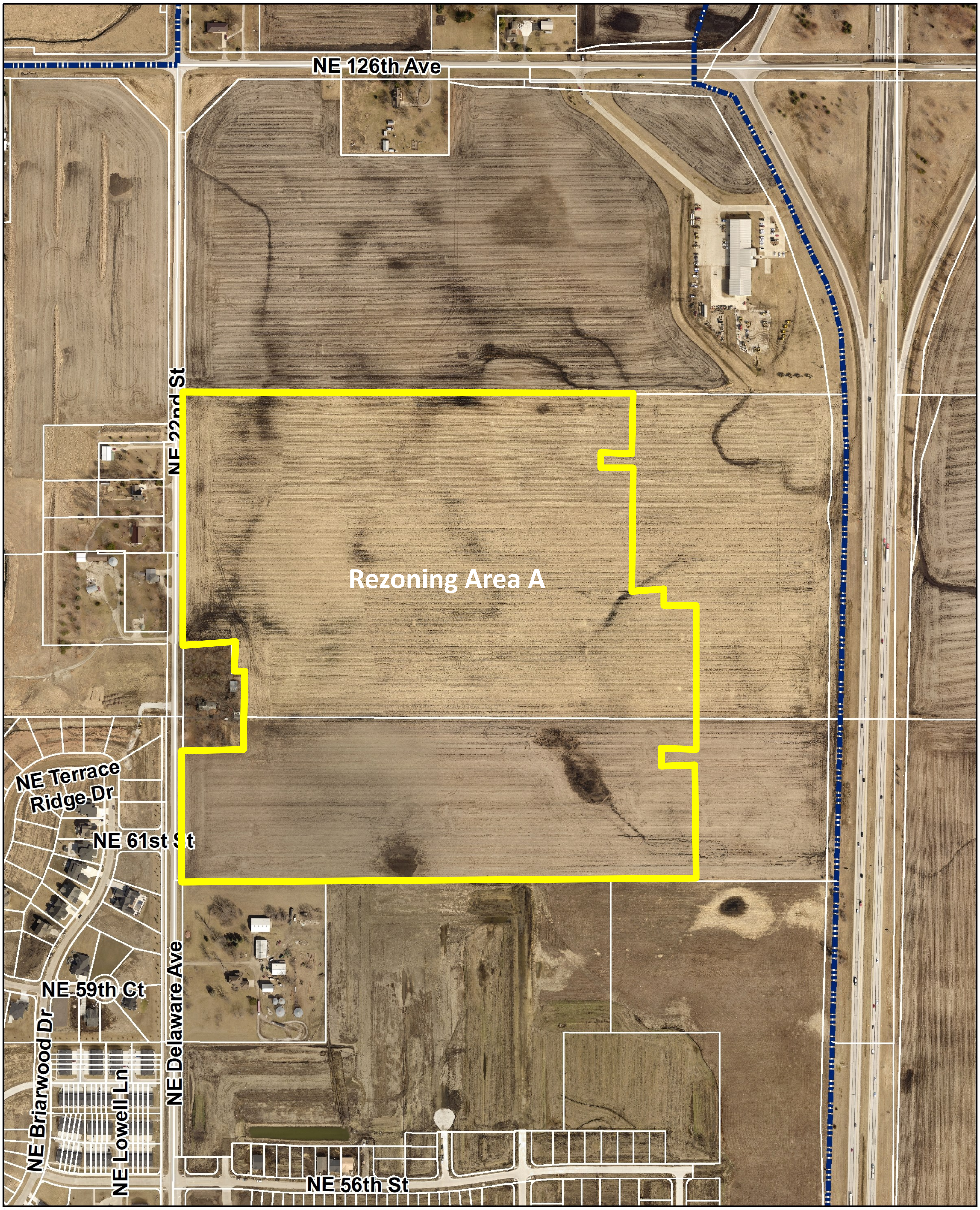
# HOPE CROSSING

## PUD CONCEPTUAL PLAN - AREA A

ANKENY, IOWA

2/2

2212.837


NE 126th Ave
NE 22nd St
Rezoning Area A
NE Terrace Ridge Dr
NE 61st St
NE 59th Ct
NE Briarwood Dr
NE Lowell Ln
NE Delaware Ave
NE 56th St
N

1 inch = 500 feet

Date: 3/11/2024

**Hope Crossing Aerial**

**Rezoning Area A**

Ankeny
*bringing it all together.*

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

March 29, 2024

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

RE: Rezoning & Land Use Plan Amendments – Hope Crossing

Honorable Mayor and City Council and Planning & Zoning Commission;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 119.30 acres located north, south and east of 12211 22nd Street. The existing zoning of the property is R-1 One-Family Residential District and we are requesting to rezone 88.86 acres to a Planned Unit Development (Area A), 15.71 acres to R-3 Multiple-Family Residence District restricted to 10 units per acre intended to be utilized for townhomes (Area B) and 14.73 acres to R-3 Multiple-Family Residence District restricted to 20 units per acre intended to be utilized for apartments (Area C).

Rezoning requests related to the proposed PUD (Area A) and R-3 restricted to 20 units per acre (Area C) zoning districts had each obtained 60% or more consenting signatures from adjacent property owners within 250’ as required to initiate the rezoning request without Council initiation. The proposed R-3 restricted to 10 units per acre (Area B) zoning district had initially obtained 49.72% consenting signatures from adjacent property owners within 250’, requiring Council initiation of that particular rezoning request which took place at its March 4th Council Meeting. A neighboring property owner has since agreed to the Area B rezoning request and has provided a singed consent form meeting the 60% minimum required consent of adjacent property owners within 250’ for all three rezoning requests.

We are also submitting a request to modify the city’s comprehensive plan from 57.74 acres of office/business park to low-density residential, 15.71 acres of office/business park to medium-density residential, 6.36 acres of office/business park to high-density residential and 8.37 acres of low-density residential to high-density residential.

When the comprehensive plan was created for this large tract of property that overall contains 119.30 acres, the property was assigned a low-density residential and office/business park land use. As the property is now annexed into the city of Ankeny and is under one ownership the market would back a diversification of housing to support this area of Ankeny. The property is bordered by NE Delaware Avenue to the west and Interstate 35 on the east. We are proposing to have higher density residential along Interstate 35 that would then transition to lower density residential as you head west through the property.

Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Jared Murray

Jared Murray, P.E.

city of Ankeny
bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms LLC from Office/Business Park to Medium Density Residential (LUPA #2) (date of hrg: 6/3/24 @ 5:30p.m.).

EXECUTIVE SUMMARY:

Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map. These amendments are accompanied by three rezonings. The properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres; and are located east of NE Delaware Avenue, west of Interstate 35 and south of NE 126th Ave.

Land Use Plan Amendment #2 is approximately 15.71 acres; and is located south of NE 126th Avenue, east of NE Delaware Avenue and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park. The applicant is now proposing to reclassify the future land use to Medium Density Residential.

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## FISCAL IMPACT: **No**

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## CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting public hearing for 6/3/2024 @ 5:30 p.m.

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## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On May 7, 2024, the Plan and Zoning Commission recommended that the City Council approve the request by Hope Kimberley LLC, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, from Office/Business Park to Medium Density Residential use classification (LUPA #2).

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## PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

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## ACTION REQUESTED:

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## ADDITIONAL INFORMATION:

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## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution - LUPA #2 |
| 🗋 Notice |
| 🗋 PZ Stamped LUPA #2 Exhibit |
| 🗋 Aerial Map - LUPA #2 |
| 🗋 Applicant Letter |
| 🗋 Future Land Use Map - LUPA #2 |

# RESOLUTION

## RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO AMEND THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM OFFICE/BUSINESS PARK TO MEDIUM DENSITY RESIDENTIAL, LUPA AREA #2, LOCATED SOUTH OF NE 126TH AVENUE, EAST OF NE DELAWARE AVENUE, AND WEST OF I-35

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**WHEREAS,** on the 16th day of April, 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 7th day of May, 2024, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify certain property owned by Hope K Farms, LLC, from Office/Business Park to Medium Density Residential (LUPA Area #2); and

**WHEREAS,** the City Council now deems it necessary to provide for the notice and hearing of said amendment to reclassify the following described property:

### LEGAL DESCRIPTION:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58” WEST ALONG THE SOUTH LINE OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 41.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET; THENCE NORTH 00°43'23" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'46" WEST, 691.40 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE NORTH 89°52'46" WEST, 122.29 FEET; THENCE NORTH 00°07'14" EAST, 489.12 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 250.86 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 807.15 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 07°46'39" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.92 FEET; THENCE SOUTH 00°49'44" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 304.00 FEET; THENCE SOUTH 16°56'22" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 63.31 FEET; THENCE SOUTH 01°37'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 29.99 FEET; THENCE SOUTH 14°53'28" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 67.71 FEET; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 269.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.71 ACRES (684,508 SQUARE FEET).

### LAYMAN’S DESCRIPTION:

Approximately 15.71-acres (+/-) located south of NE 126th Avenue and east of NE Delaware Avenue and west of Interstate 35.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 3rd day of June, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify the above-described property from Office/Business Park to Medium Density Residential (LUPA Area #2); and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

**PASSED AND APPROVED** this 20th day of May, 2024.

CITY OF ANKENY, IOWA

________________________________________
Mark E. Holm, Mayor

ATTEST:

________________________________________
Dianne Klemme, Deputy City Clerk

# NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER AMENDMENTS TO THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP AND TO CONSIDER AN AMENDMENT TO REZONE CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE FAMILY RESIDENCE DISTRICT RESTRICTED TO 10 UNITS PER ACRE

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**NOTICE IS HEREBY GIVEN** that the City Council of the City of Ankeny, Iowa, will consider an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, to reclassify the following-described property from Office Business Park to Medium Density Residential (Area #2); and consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope K Farms, LLC, from the current R-1, One-Family Residence District, to R-3 Multiple Family Residence District Restricted to 10 Units Per Acre:

### LEGAL DESCRIPTION – PROPOSED LAND USE MAP AMENDMENT (Amendment Area #2):

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58” WEST ALONG THE SOUTH LINE OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 41.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET; THENCE NORTH 00°43'23" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'46" WEST, 691.40 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE NORTH 89°52'46" WEST, 122.29 FEET; THENCE NORTH 00°07'14" EAST, 489.12 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 250.86 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 807.15 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 07°46'39" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.92 FEET; THENCE SOUTH 00°49'44" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 304.00 FEET; THENCE SOUTH 16°56'22" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 63.31 FEET; THENCE SOUTH 01°37'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 29.99 FEET; THENCE SOUTH 14°53'28" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 67.71 FEET; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 269.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.71 ACRES (684,508 SQUARE FEET).

### LAYMAN’S DESCRIPTION:

Approximately 15.71-acres (+/-) located South of NE 126th Avenue, East of NE Delaware Avenue and West of Interstate 35.

### LEGAL DESCRIPTION – R-3, MULTIPLE FAMILY RESIDENCE DISTRICT RESTRICTED TO 10 UNITS PER ACRE (Rezoning Area B):

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48’58” WEST ALONG THE SOUTH LINE OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 41.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INSERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET; THENCE NORTH 00°43'23" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'46" WEST, 691.40 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE NORTH 89°52'46" WEST, 122.29 FEET; THENCE NORTH 00°07'14" EAST, 489.12 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 250.86 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 807.15 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 07°46'39" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.92 FEET; THENCE SOUTH 00°49'44" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 304.00 FEET; THENCE SOUTH 16°56'22" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 63.31 FEET; THENCE SOUTH 01°37'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 29.99 FEET; THENCE SOUTH 14°53'28" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 67.71 FEET; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 269.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.71 ACRES (684,508 SQUARE FEET).

### LAYMAN’S DESCRIPTION:

Approximately 15.71-acres (+/-) located South of NE 126th Avenue, East of NE Delaware Avenue and West of Interstate 35.

**NOTICE IS FURTHER GIVEN** that the proposed amendment, as described above, will affect only the above-described property.

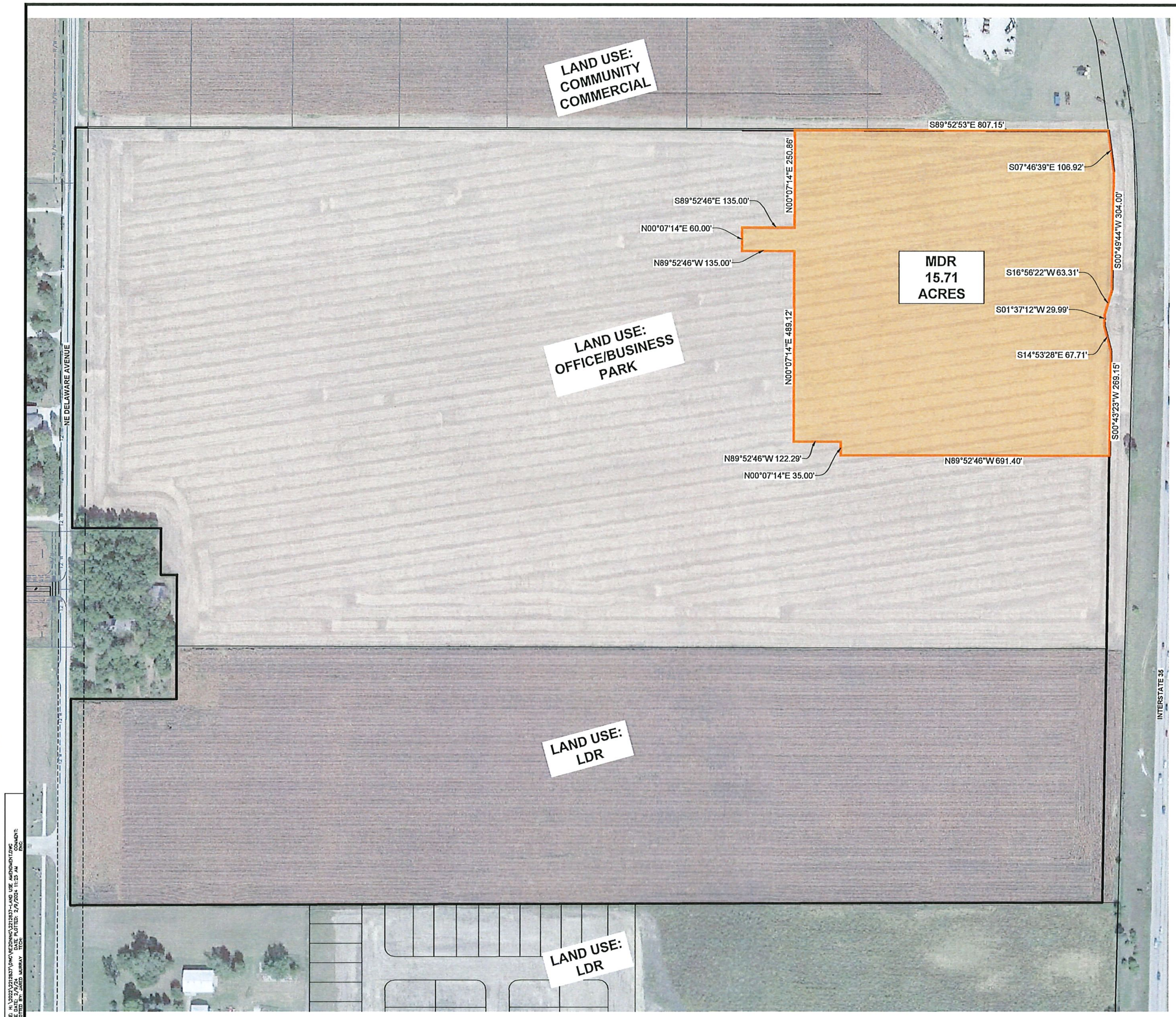
**YOU ARE FURTHER AND SPECIFICALLY NOTIFIED** that the City Council will hold a public hearing at 5:30 p.m. on the 3rd day of June, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendments, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

**DATED** this 20th day of May, 2024

CITY OF ANKENY

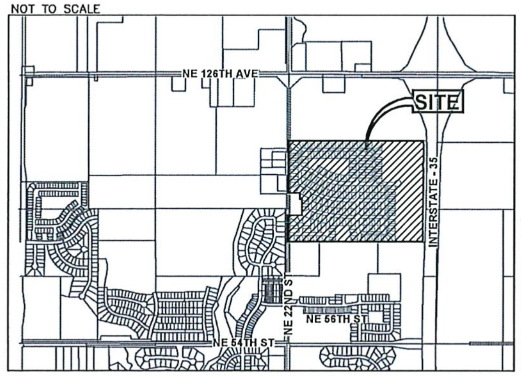
____________________________________________
Diane Klemme, Deputy City Clerk

Published in the Des Moines Register on the ____day of ________________, 2024.


LAND USE:
COMMUNITY
COMMERCIAL
S89°52'53"E 807.15'
N00°07'14"E 250.86'
S89°52'46"E 135.00'
N00°07'14"E 60.00'
N89°52'46"W 135.00'
S07°46'39"E 106.92'
S00°49'44"W 304.00'
MDR
15.71
ACRES
S16°56'22"W 63.31'
S01°37'12"W 29.99'
S14°53'28"E 67.71'
N00°07'14"E 489.12'
S00°43'23"W 269.15'
N89°52'46"W 122.29'
N00°07'14"E 35.00'
N89°52'46"W 691.40'
LAND USE:
OFFICE/BUSINESS
PARK
NE DELAWARE AVENUE
INTERSTATE 35
LAND USE:
LDR
LAND USE:
LDR
N
SCALE
0'
125'
250'

## VICINITY MAP

NOT TO SCALE


NE 126TH AVE
SITE
INTERSTATE - 35
NE 22ND ST
NE 56TH ST
NE 54TH ST
N

ANKENY, IOWA

## OWNER / APPLICANT

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

## LAND USE DESIGNATION

| | |
|---|---|
| EXISTING: | OFFICE/BUSINESS PARK |
| PROPOSED: | MDR: MEDIUM DENSITY RESIDENTIAL |

## LAND USE DESCRIPTION

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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| DATE | REVISIONS |
|---|---|
| 02/09/2024 | 1ST SUBMITTAL |

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

ENGINEER: JMM
TECH: CWO

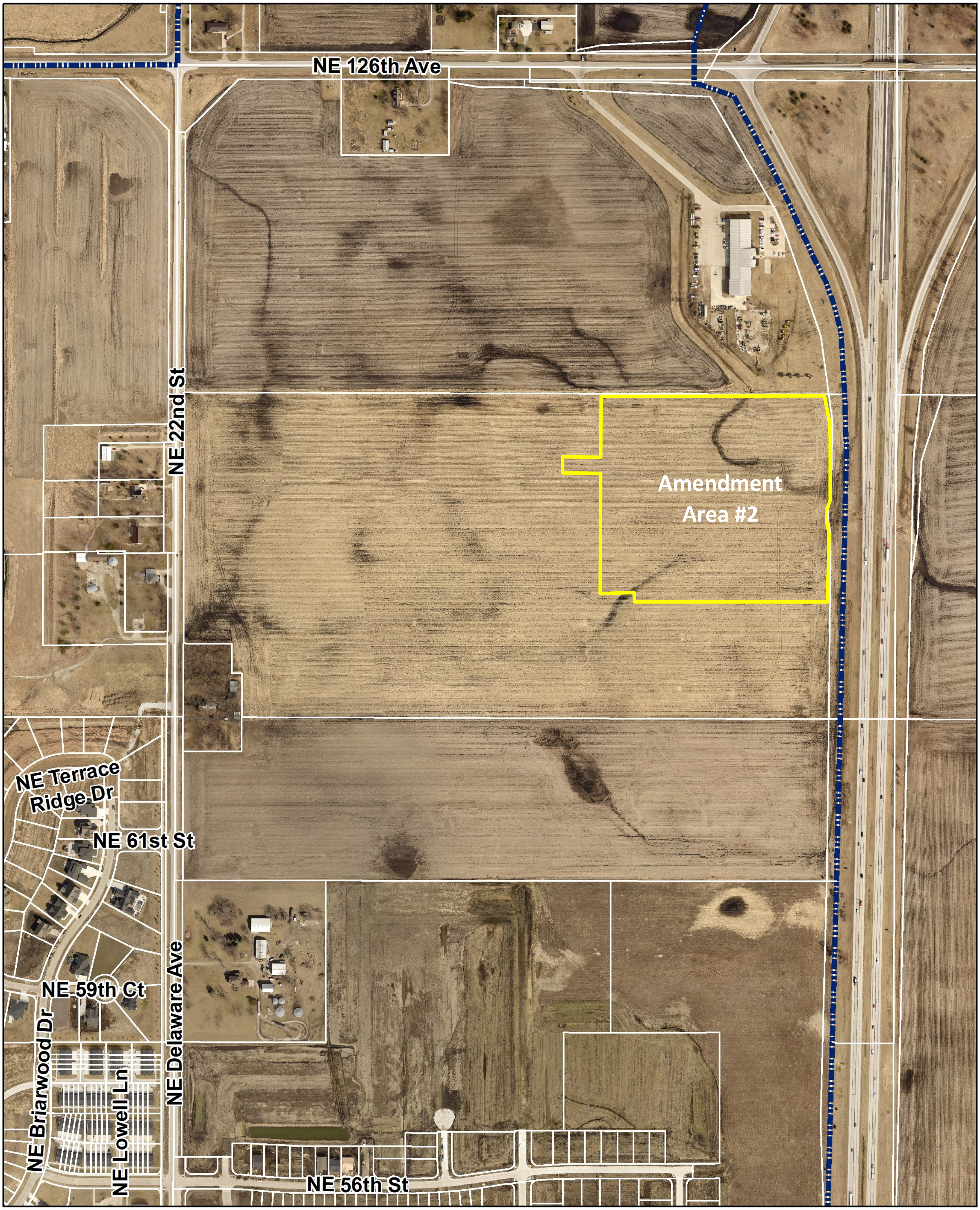
# HOPE CROSSING
## LAND USE AMENDMENT - MDR
ANKENY, IOWA

1/1
2212.837

H:\2022\2212837\DWG\REZONING\2212837-LAND USE AMENDMENT.DWG
DATE: 2/9/24 DATE PLOTTED: 2/9/2024 11:25 AM COMMENT:
PLOTTED BY: JARED MURRAY TECH: ENG:

#2

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
T. Rapp Chairperson
Brenda Gregory Secretary


NE 126th Ave
NE 22nd St
Amendment Area #2
NE Terrace Ridge Dr
NE 61st St
NE 59th Ct
NE Briarwood Dr
NE Lowell Ln
NE Delaware Ave
NE 56th St
N

1 inch = 500 feet

Date: 3/11/2024

**Hope Crossing Aerial**

**LUPA Area #2**

Ankeny

*bringing it all together.*

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

March 29, 2024

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

RE: Rezoning & Land Use Plan Amendments – Hope Crossing

Honorable Mayor and City Council and Planning & Zoning Commission;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 119.30 acres located north, south and east of 12211 22nd Street. The existing zoning of the property is R-1 One-Family Residential District and we are requesting to rezone 88.86 acres to a Planned Unit Development (Area A), 15.71 acres to R-3 Multiple-Family Residence District restricted to 10 units per acre intended to be utilized for townhomes (Area B) and 14.73 acres to R-3 Multiple-Family Residence District restricted to 20 units per acre intended to be utilized for apartments (Area C).

Rezoning requests related to the proposed PUD (Area A) and R-3 restricted to 20 units per acre (Area C) zoning districts had each obtained 60% or more consenting signatures from adjacent property owners within 250' as required to initiate the rezoning request without Council initiation. The proposed R-3 restricted to 10 units per acre (Area B) zoning district had initially obtained 49.72% consenting signatures from adjacent property owners within 250', requiring Council initiation of that particular rezoning request which took place at its March 4th Council Meeting. A neighboring property owner has since agreed to the Area B rezoning request and has provided a singed consent form meeting the 60% minimum required consent of adjacent property owners within 250' for all three rezoning requests.

We are also submitting a request to modify the city's comprehensive plan from 57.74 acres of office/business park to low-density residential, 15.71 acres of office/business park to medium-density residential, 6.36 acres of office/business park to high-density residential and 8.37 acres of low-density residential to high-density residential.

When the comprehensive plan was created for this large tract of property that overall contains 119.30 acres, the property was assigned a low-density residential and office/business park land use. As the property is now annexed into the city of Ankeny and is under one ownership the market would back a diversification of housing to support this area of Ankeny. The property is bordered by NE Delaware Avenue to the west and Interstate 35 on the east. We are proposing to have higher density residential along Interstate 35 that would then transition to lower density residential as you head west through the property.

Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

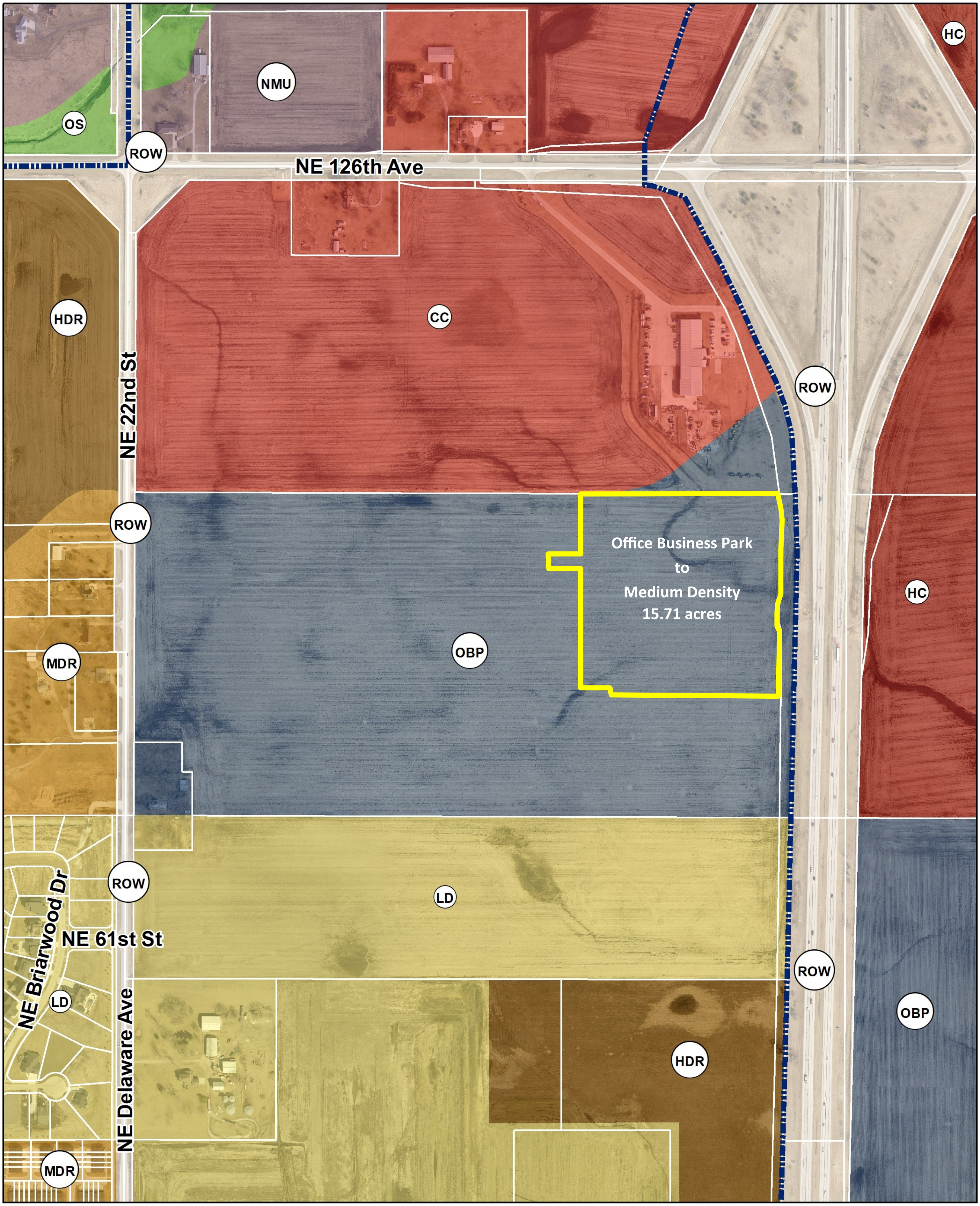
Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Jared Murray

Jared Murray, P.E.

4121 NW URBANDALE DRIVE, URBANDALE, IA 50322 • P 515+369+4400 • F 515+369+4410 • WWW.CDA-ENG.COM



HC
NMU
OS
ROW
NE 126th Ave
CC
HDR
ROW
NE 22nd St
ROW
Office Business Park
to
Medium Density
15.71 acres
HC
MDR
OBP
ROW
NE Briarwood Dr
LD
NE 61st St
ROW
LD
NE Delaware Ave
OBP
HDR
MDR

N

1 inch = 500 feet

Date: 3/5/2024

## Future Land Use Map Area #2

## Hope Crossing

Ankeny
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ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hope K Farms LLC from the current R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 10 units per acre. (Rezoning Area B). (date of hrg: 6/3/2024 @ 5:30p.m.)

EXECUTIVE SUMMARY:

Hope K Farms, LLC is requesting to rezone 15.71 acres (Rezoning Area B) from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 10 units per acre.

This rezoning request accompanies the applicants requests to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, LUPA #2, from Office/Business Park to Medium Density Residential.

FISCAL IMPACT: **No**

## CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting public hearing for 6/3/2024 @ 5:30 p.m.

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On May 7, 2024, the Plan and Zoning Commission recommended that the City Council approve the request to rezone property owned by Hope K Farms LLC from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 10 units per acre. (Rezoning Area B).

## PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

## ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution - Area B |
| 🗋 Notice |
| 🗋 PZ Stamped RZ B Exhibit |
| 🗋 Aerial Map - Area B |
| 🗋 Applicant Letter |

# RESOLUTION

## RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY HOPE K FARMS LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE-FAMILY RESIDENCE DISTRICT RESTRICTED TO 10 UNITS PER ACRE, REZONING AREA B, LOCATED SOUTH OF NE 126TH AVENUE, EAST OF NE DELAWARE AVENUVE, AND WEST OF I-35.

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**WHEREAS,** on the 16th day of April, 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 7th day of May, 2024, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope K Farms, LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area B); and

**WHEREAS**, the City Council now deems it necessary to provide for the notice and hearing of said amendment to rezone the following described property:

### LEGAL DESCRIPTION:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48’58” WEST ALONG THE SOUTH LINE OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 41.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INSTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET; THENCE NORTH 00°43'23" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'46" WEST, 691.40 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE NORTH 89°52'46" WEST, 122.29 FEET; THENCE NORTH 00°07'14" EAST, 489.12 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 250.86 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 807.15 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 07°46'39" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.92 FEET; THENCE SOUTH 00°49'44" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 304.00 FEET; THENCE SOUTH 16°56'22" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 63.31 FEET; THENCE SOUTH 01°37'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 29.99 FEET; THENCE SOUTH 14°53'28" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 67.71 FEET; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 269.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.71 ACRES (684,508 SQUARE FEET).

### LAYMAN’S DESCRIPTION:

Approximately 15.71-acres (+/-) located south of NE 126th Avenue, east of NE Delaware Avenue, and west of I-35.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 3rd day of June, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the above-described property owned by Hope K Farms, LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area B); and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

**PASSED AND APPROVED** this 20th day of May, 2024.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Dianne Klemme, Deputy City Clerk

# NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER AMENDMENTS TO THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP AND TO CONSIDER AN AMENDMENT TO REZONE CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE FAMILY RESIDENCE DISTRICT RESTRICTED TO 10 UNITS PER ACRE

---

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Ankeny, Iowa, will consider an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, to reclassify the following-described property from Office Business Park to Medium Density Residential (Area #2); and consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope K Farms, LLC, from the current R-1, One-Family Residence District, to R-3 Multiple Family Residence District Restricted to 10 Units Per Acre:

### LEGAL DESCRIPTION – PROPOSED LAND USE MAP AMENDMENT (Amendment Area #2):

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 41.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET; THENCE NORTH 00°43'23" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'46" WEST, 691.40 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE NORTH 89°52'46" WEST, 122.29 FEET; THENCE NORTH 00°07'14" EAST, 489.12 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 250.86 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 807.15 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 07°46'39" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.92 FEET; THENCE SOUTH 00°49'44" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 304.00 FEET; THENCE SOUTH 16°56'22" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 63.31 FEET; THENCE SOUTH 01°37'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 29.99 FEET; THENCE SOUTH 14°53'28" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 67.71 FEET; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 269.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.71 ACRES (684,508 SQUARE FEET).

### LAYMAN'S DESCRIPTION:

Approximately 15.71-acres (+/-) located South of NE 126th Avenue, East of NE Delaware Avenue and West of Interstate 35.

### LEGAL DESCRIPTION – R-3, MULTIPLE FAMILY RESIDENCE DISTRICT RESTRICTED TO 10 UNITS PER ACRE (Rezoning Area B):

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 41.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INSTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET; THENCE NORTH 00°43'23" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'46" WEST, 691.40 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE NORTH 89°52'46" WEST, 122.29 FEET; THENCE NORTH 00°07'14" EAST, 489.12 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 250.86 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 807.15 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 07°46'39" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.92 FEET; THENCE SOUTH 00°49'44" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 304.00 FEET; THENCE SOUTH 16°56'22" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 63.31 FEET; THENCE SOUTH 01°37'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 29.99 FEET; THENCE SOUTH 14°53'28" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 67.71 FEET; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 269.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.71 ACRES (684,508 SQUARE FEET).

### LAYMAN'S DESCRIPTION:

Approximately 15.71-acres (+/-) located South of NE 126th Avenue, East of NE Delaware Avenue and West of Interstate 35.

**NOTICE IS FURTHER GIVEN** that the proposed amendment, as described above, will affect only the above-described property.

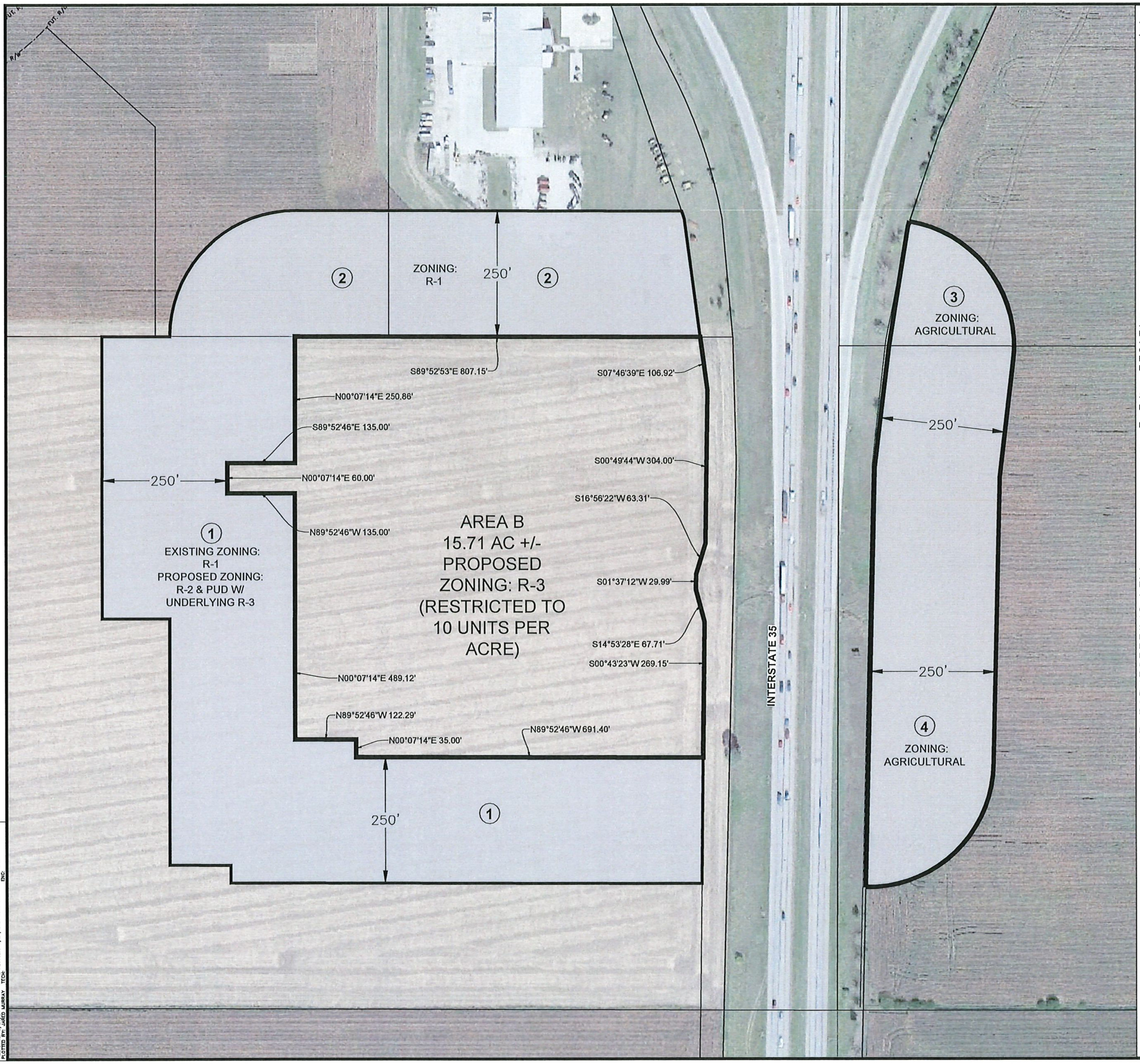
**YOU ARE FURTHER AND SPECIFICALLY NOTIFIED** that the City Council will hold a public hearing at 5:30 p.m. on the 3rd day of June, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendments, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

**DATED** this 20th day of May, 2024

CITY OF ANKENY

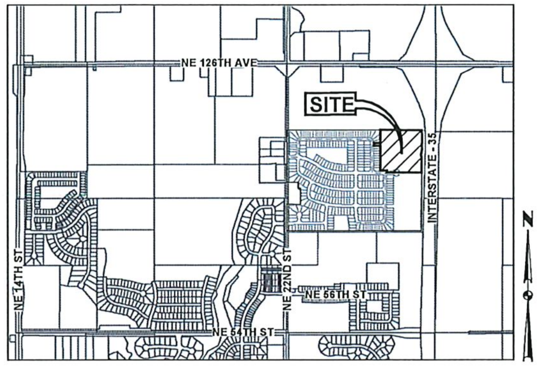
________________________________________________
Diane Klemme, Deputy City Clerk

Published in the Des Moines Register on the ____day of ________________, 2024.


② ZONING: R-1 250' ②
③ ZONING: AGRICULTURAL
250'
AREA B
15.71 AC +/-
PROPOSED
ZONING: R-3
(RESTRICTED TO
10 UNITS PER
ACRE)
S89°52'53"E 807.15'
S07°46'39"E 106.92'
N00°07'14"E 250.86'
S89°52'46"E 135.00'
250'
N00°07'14"E 60.00'
S00°49'44"W 304.00'
S16°56'22"W 63.31'
N89°52'46"W 135.00'
① EXISTING ZONING: R-1 PROPOSED ZONING: R-2 & PUD W/ UNDERLYING R-3
S01°37'12"W 29.99'
S14°53'28"E 67.71'
S00°43'23"W 269.15'
N00°07'14"E 489.12'
INTERSTATE 35
250'
④ ZONING: AGRICULTURAL
N89°52'46"W 122.29'
N89°52'46"W 691.40'
N00°07'14"E 35.00'
250'
①
N
SCALE
0' 50' 100' 200'

## VICINITY MAP

NOT TO SCALE


NE 126TH AVE
SITE
INTERSTATE 35
NE 14TH ST
NE 22ND ST
NE 56TH ST
NE 54TH ST
N

ANKENY, IOWA

## OWNER/DEVELOPER

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

## ZONING

EXISTING: R–1: ONE–FAMILY RESIDENCE DISTRICT

PROPOSED: R–3: MULTIPLE–FAMILY RESIDENCE DISTRICT (RESTRICTED TO 10 UNITS PER ARCE)

## ADJACENT OWNERSHIP

| OWNER | ACRES | PERCENT | CONSENTING |
|---|---|---|---|
| 1. HOPE K FARMS LLC | 12.43 AC. | 49.72% | X |
| 2. TODD RUETER | 5.67 AC. | 22.68% | X |
| 3. UPPER MIDWEST PROPERTIES LLC | 1.01 AC. | 4.04% | |
| 4. PUTCO INC | 5.89 AC. | 23.56% | |
| | 25.00 AC. | 100% | 72.40% |

## REZONING DESCRIPTION

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF THE NORTH ONE–QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 41.07 FEET TO THE WESTERLY RIGHT–OF–WAY LINE OF INSTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WESTERLY RIGHT–OF–WAY LINE, 652.17 FEET; THENCE NORTH 00°43'23" EAST ALONG SAID WESTERLY RIGHT–OF–WAY LINE, 496.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'46" WEST, 691.40 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE NORTH 89°52'46" WEST, 122.29 FEET; THENCE NORTH 00°07'14" EAST, 489.12 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 250.86 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 807.15 FEET TO SAID WESTERLY RIGHT–OF–WAY LINE; THENCE SOUTH 07°46'39" EAST ALONG SAID WESTERLY RIGHT–OF–WAY LINE, 106.92 FEET; THENCE SOUTH 00°49'44" WEST ALONG SAID WESTERLY RIGHT–OF–WAY LINE, 304.00 FEET; THENCE SOUTH 16°56'22" WEST ALONG SAID WESTERLY RIGHT–OF–WAY LINE, 63.31 FEET; THENCE SOUTH 01°37'12" WEST ALONG SAID WESTERLY RIGHT–OF–WAY LINE, 29.99 FEET; THENCE SOUTH 14°53'28" EAST ALONG SAID WESTERLY RIGHT–OF–WAY LINE, 67.71 FEET; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT–OF–WAY LINE, 269.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.71 ACRES (684,508 SQUARE FEET).

| REVISIONS | DATE |
|---|---|
| 5TH SUBMITTAL | 03/26/2024 |
| 4TH SUBMITTAL | 03/20/2024 |
| 3RD SUBMITTAL | 02/09/2024 |
| 2ND SUBMITTAL | 01/19/2024 |
| 1ST SUBMITTAL | 10/27/2023 |

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

ENGINEER: JMM
TECH: JDS

CIVIL DESIGN ADVANTAGE

ANKENY, IOWA

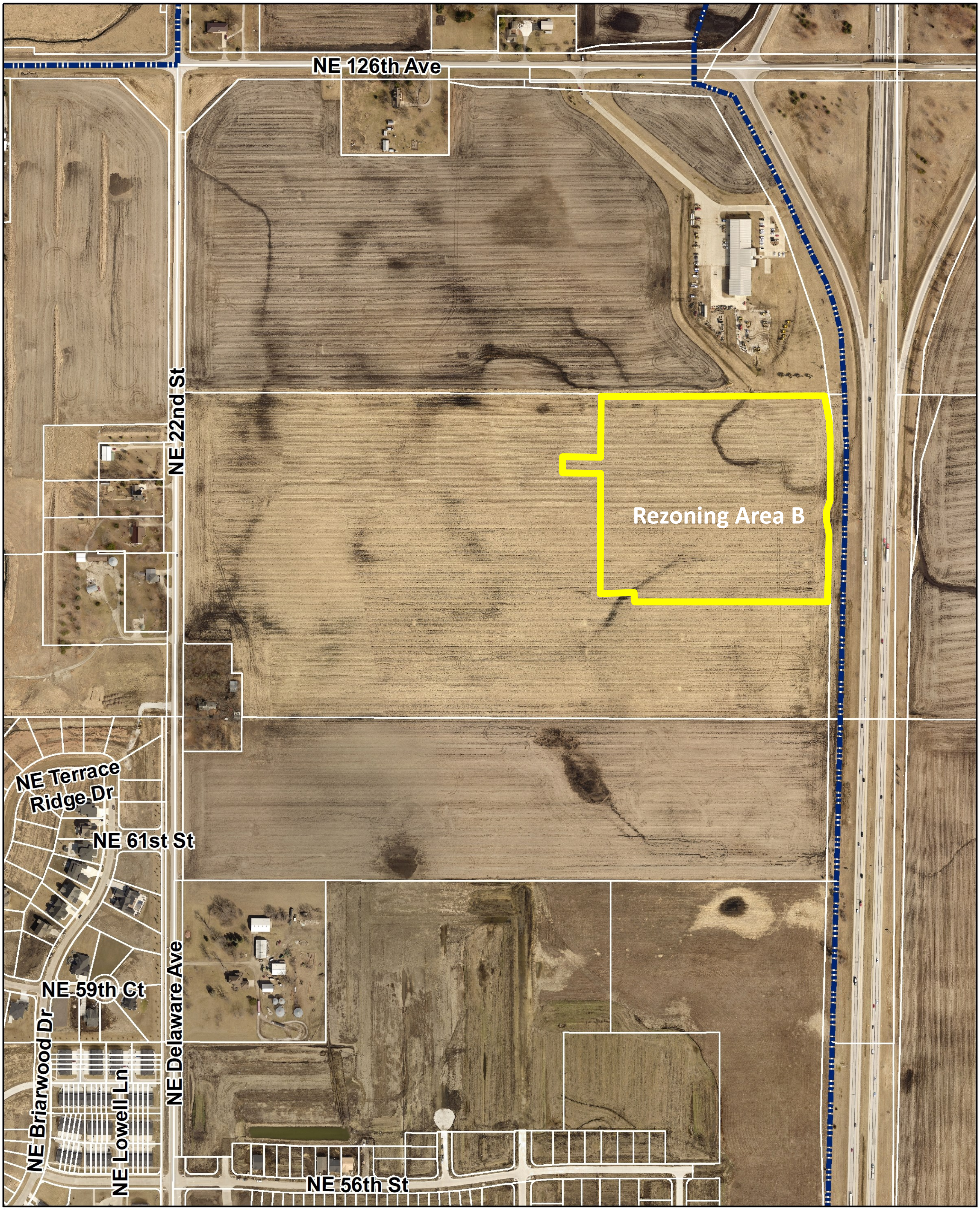
# HOPE CROSSING

## R-3 REZONING EXHIBIT - AREA B

1/1
2212.837

FILE: H:\2022\2212837\DWG\REZONING\2212837-R-3 THS REZONING EXHIBIT.DWG
FILE DATE: 3/20/24 DATE PLOTTED: 3/29/2024 9:58 AM COMMENT:
PLOTTED BY: JARED MURRAY TECH: ENG:

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
T. Rapp Chairperson
Secretary


NE 126th Ave
NE 22nd St
Rezoning Area B
NE Terrace Ridge Dr
NE 61st St
NE 59th Ct
NE Delaware Ave
NE Briarwood Dr
NE Lowell Ln
NE 56th St

N

1 inch = 500 feet

Date: 3/11/2024

**Hope Crossing Aerial**

**Rezoning Area B**

Ankeny
bringing it all together.

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

March 29, 2024

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

RE: Rezoning & Land Use Plan Amendments – Hope Crossing

Honorable Mayor and City Council and Planning & Zoning Commission;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 119.30 acres located north, south and east of 12211 22nd Street. The existing zoning of the property is R-1 One-Family Residential District and we are requesting to rezone 88.86 acres to a Planned Unit Development (Area A), 15.71 acres to R-3 Multiple-Family Residence District restricted to 10 units per acre intended to be utilized for townhomes (Area B) and 14.73 acres to R-3 Multiple-Family Residence District restricted to 20 units per acre intended to be utilized for apartments (Area C).

Rezoning requests related to the proposed PUD (Area A) and R-3 restricted to 20 units per acre (Area C) zoning districts had each obtained 60% or more consenting signatures from adjacent property owners within 250' as required to initiate the rezoning request without Council initiation. The proposed R-3 restricted to 10 units per acre (Area B) zoning district had initially obtained 49.72% consenting signatures from adjacent property owners within 250', requiring Council initiation of that particular rezoning request which took place at its March 4th Council Meeting. A neighboring property owner has since agreed to the Area B rezoning request and has provided a singed consent form meeting the 60% minimum required consent of adjacent property owners within 250' for all three rezoning requests.

We are also submitting a request to modify the city's comprehensive plan from 57.74 acres of office/business park to low-density residential, 15.71 acres of office/business park to medium-density residential, 6.36 acres of office/business park to high-density residential and 8.37 acres of low-density residential to high-density residential.

When the comprehensive plan was created for this large tract of property that overall contains 119.30 acres, the property was assigned a low-density residential and office/business park land use. As the property is now annexed into the city of Ankeny and is under one ownership the market would back a diversification of housing to support this area of Ankeny. The property is bordered by NE Delaware Avenue to the west and Interstate 35 on the east. We are proposing to have higher density residential along Interstate 35 that would then transition to lower density residential as you head west through the property.

Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Jared Murray

Jared Murray, P.E.

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms LLC from Office/Business Park to High Density Residential (LUPA #3) (date of hrg: 6/3/24 @ 5:30p.m.).

EXECUTIVE SUMMARY:

Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map. These amendments are accompanied by three rezonings. The properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres; and are located east of NE Delaware Avenue, west of Interstate 35 and south of NE 126th Ave.

Land Use Plan Amendment #3 is approximately 6.36 acres; and is located southeast corner of the subject area, east of NE Delaware Avenue and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park. The applicant is now proposing to reclassify the future land use to High Density Residential.

FISCAL IMPACT: **No**

## CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting public hearing for 6/3/2024 @ 5:30 p.m.

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On May 7, 2024, the Plan and Zoning Commission recommended that the City Council approve the request by Hope Kimberley LLC, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, from Office/Business Park to High Density Residential use classification (LUPA #3).

## PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

## ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution - LUPA #3 |
| 🗋 Notice |
| 🗋 PZ Stamped LUPA #3 Exhibit |
| 🗋 Aerial Map - LUPA #3 |
| 🗋 Applicant Letter |
| 🗋 Future Land Use Map - LUPA #3 |

# RESOLUTION

## RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO AMEND THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM OFFICE/BUSINESS PARK TO HIGH DENSITY RESIDENTIAL, LUPA AREA #3, LOCATED SOUTH OF NE 126TH AVENUE, EAST OF NE DELAWARE AVENUE, AND WEST OF I-35

---

**WHEREAS,** on the 16th day of April, 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 7th day of May, 2024, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify certain property owned by Hope K Farms, LLC, from Office/Business Park to High Density Residential (LUPA Area #3); and

**WHEREAS,** the City Council now deems it necessary to provide for the notice and hearing of said amendment to reclassify the following described property:

### LEGAL DESCRIPTION:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58” WEST ALONG THE NORTH LINE OF SAID KIMBERLEY CROSSING PLAT 1, A DISTANCE OF 41.07 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WEST LINE, 652.17 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER AND THE POINT OF BEGINNING; THENCE NORTH 89°51'46" WEST ALONG SAID SOUTH LINE, 546.18 FEET; THENCE NORTH 00°07'14" EAST, 460.94 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE SOUTH 89°52'46" EAST, 691.40 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00°43'23" WEST ALONG SAID WEST LINE, 496.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.36 ACRES (277,113 SQUARE FEET).

### LAYMAN’S DESCRIPTION:

Approximately 6.36-acres (+/-) located south of NE 126th Avenue and east of NE Delaware Avenue and west of Interstate 35.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 3rd day of June, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify the above-described property from Office/Business Park to High Density Residential (LUPA Area #3); and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

**PASSED AND APPROVED** this 20th day of May, 2024.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Dianne Klemme, Deputy City Clerk

# NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER AMENDMENTS TO THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP AND TO CONSIDER AN AMENDMENT TO REZONE CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE FAMILY RESIDENCE DISTRICT RESTRICTED TO 20 UNITS PER ACRE

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Ankeny, Iowa, will consider an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, to reclassify the following-described property from Office Business Park to High Density Residential (Area #3) and from Low Density to High Density Residential (Area #4); and consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope K Farms, LLC, from the current R-1, One-Family Residence District, to R-3 Multiple Family Residence District Restricted to 20 Units Per Acre:

## LEGAL DESCRIPTION – PROPOSED LAND USE MAP AMENDMENT (Amendment Area #3):

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE NORTH LINE OF SAID KIMBERLEY CROSSING PLAT 1, A DISTANCE OF 41.07 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WEST LINE, 652.17 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER AND THE POINT OF BEGINNING; THENCE NORTH 89°51'46" WEST ALONG SAID SOUTH LINE, 546.18 FEET; THENCE NORTH 00°07'14" EAST, 460.94 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE SOUTH 89°52'46" EAST, 691.40 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00°43'23" WEST ALONG SAID WEST LINE, 496.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.36 ACRES (277,113 SQUARE FEET).

### LAYMAN'S DESCRIPTION:

Approximately 6.36-acres (+/-) located South of NE 126th Avenue, East of NE Delaware Avenue and West of Interstate 35.

## LEGAL DESCRIPTION – PROPOSED LAND USE MAP AMENDMENT (Amendment Area #4):

A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, 41.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'58" WEST ALONG SAID SOUTH LINE, 537.53 FEET; THENCE NORTH 00°07'14" EAST, 454.93 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 127.06 FEET TO THE NORTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°51'46" EAST ALONG SAID NORTH LINE, 546.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE SOUTH 00°52'53" WEST ALONG SAID WEST LINE, 652.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.37 ACRES (364,396 SQUARE FEET).

### LAYMAN'S DESCRIPTION:

Approximately 8.37-acres (+/-) located South of NE 126th Avenue, East of NE Delaware Avenue and West of Interstate 35.

## LEGAL DESCRIPTION – R-3, MULTIPLE FAMILY RESIDENCE DISTRICT RESTRICTED TO 20 UNITS PER ACRE (Rezoning Area C):

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, 41.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'58" WEST ALONG SAID SOUTH LINE, 537.53 FEET; THENCE NORTH 00°07'14" EAST, 454.93 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE SOUTH 89°52'46" EAST, 691.40 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INSTERSTATE 35; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET; THENCE SOUTH 00°52'53" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.73 ACRES (641,510 SQUARE FEET).

### LAYMAN'S DESCRIPTION:

Approximately 14.73-acres (+/-) located East of NE Delaware Avenue and West of Interstate 35.

**NOTICE IS FURTHER GIVEN** that the proposed amendment, as described above, will affect only the above-described property.

**YOU ARE FURTHER AND SPECIFICALLY NOTIFIED** that the City Council will hold a public hearing at 5:30 p.m. on the 3rd day of June, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendments, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

**DATED** this 20th day of May, 2024

CITY OF ANKENY

________________________________________
Diane Klemme, Deputy City Clerk

Published in the Des Moines Register on the ____day of ________________, 2024.

#3

**ROLL CALL**
Plan & Zoning Commission
Ankeny, IA

Date May 7, 2024

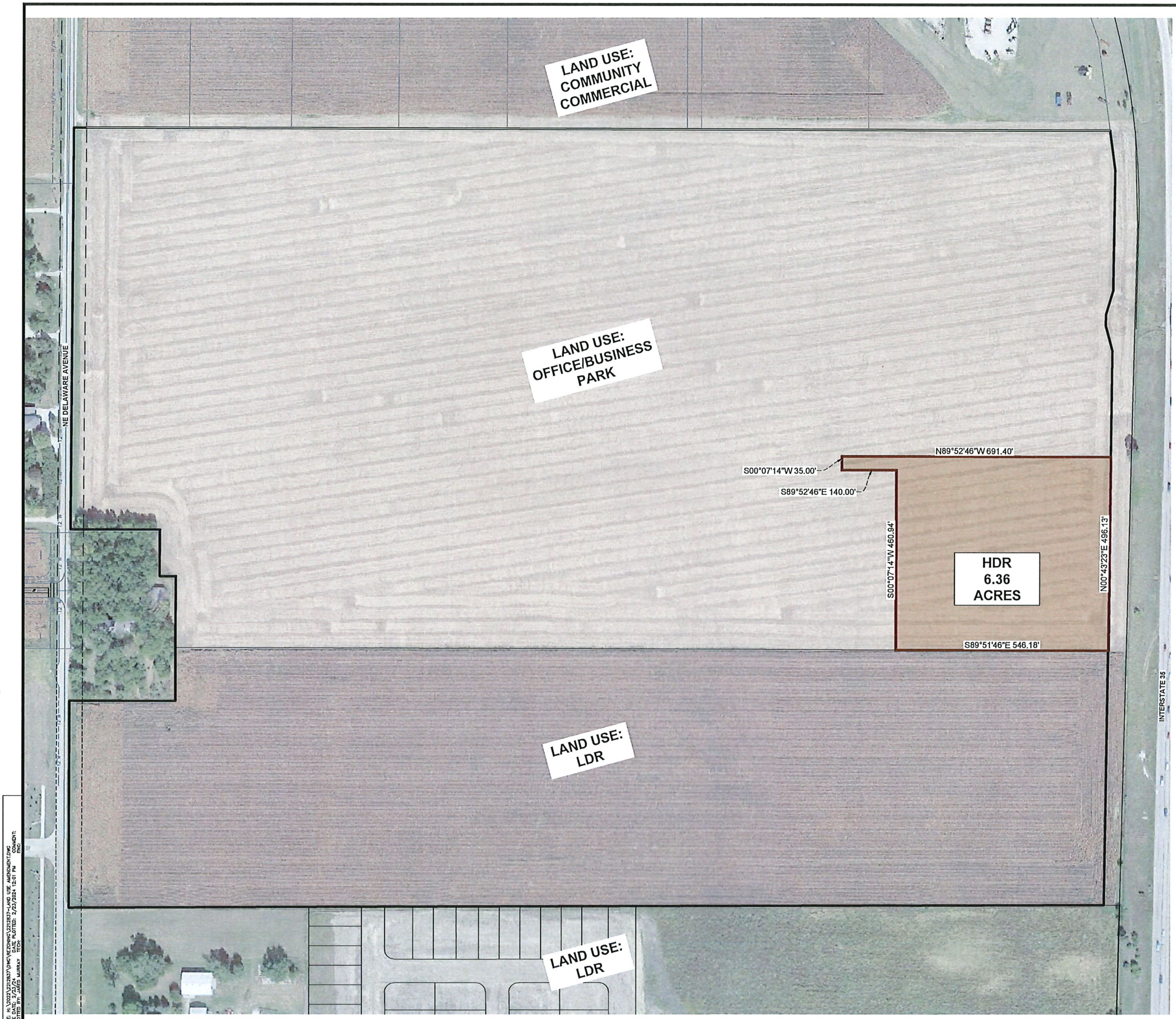
Ayes 6 Nays 0 Abstain — Absent 1

APPROVED

T. Rapp Chairperson

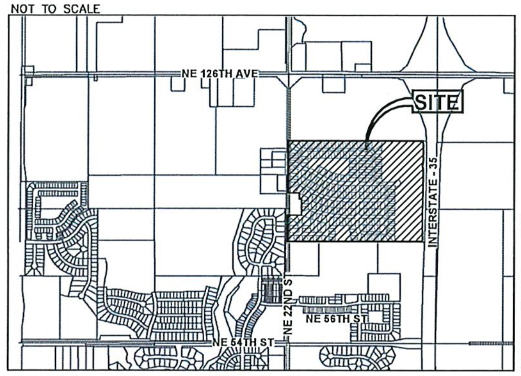
Brenda Sughrue Secretary

FILE: H:\2022\2212837\DWG\REZONING\2212837-LAND USE AMENDMENT.DWG
FILE DATE: 2/23/24 DATE PLOTTED: 2/23/2024 12:01 PM COMMENT:
PLOTTED BY: JARED MURRAY TECH: ENG:


LAND USE: COMMUNITY COMMERCIAL
LAND USE: OFFICE/BUSINESS PARK
LAND USE: LDR
LAND USE: LDR
NE DELAWARE AVENUE
INTERSTATE 35
N89°52'46"W 691.40'
S00°07'14"W 35.00'
S89°52'46"E 140.00'
S00°07'14"W 460.94'
N00°43'23"E 496.13'
S89°51'46"E 546.18'
HDR
6.36
ACRES

## VICINITY MAP

NOT TO SCALE


NE 126TH AVE
SITE
INTERSTATE 35
NE 22ND ST
NE 56TH ST
NE 54TH ST
N

ANKENY, IOWA

## OWNER / APPLICANT

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

## LAND USE DESIGNATION

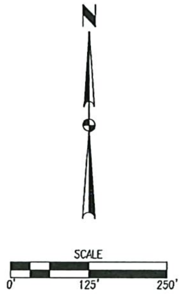
EXISTING: OFFICE/BUSINESS PARK

PROPOSED: HDR: HIGH DENSITY RESIDENTIAL

## LAND USE DESCRIPTION

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE NORTH LINE OF SAID KIMBERLEY CROSSING PLAT 1, A DISTANCE OF 41.07 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WEST LINE, 652.17 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER AND THE POINT OF BEGINNING; THENCE NORTH 89°51'46" WEST ALONG SAID SOUTH LINE, 546.18 FEET; THENCE NORTH 00°07'14" EAST, 460.94 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE SOUTH 89°52'46" EAST, 691.40 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00°43'23" WEST ALONG SAID WEST LINE, 496.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.36 ACRES (277,113 SQUARE FEET).


N
SCALE
0'
125'
250'

| REVISIONS | DATE |
|---|---|
| 1ST SUBMITTAL | 02/09/2024 |

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

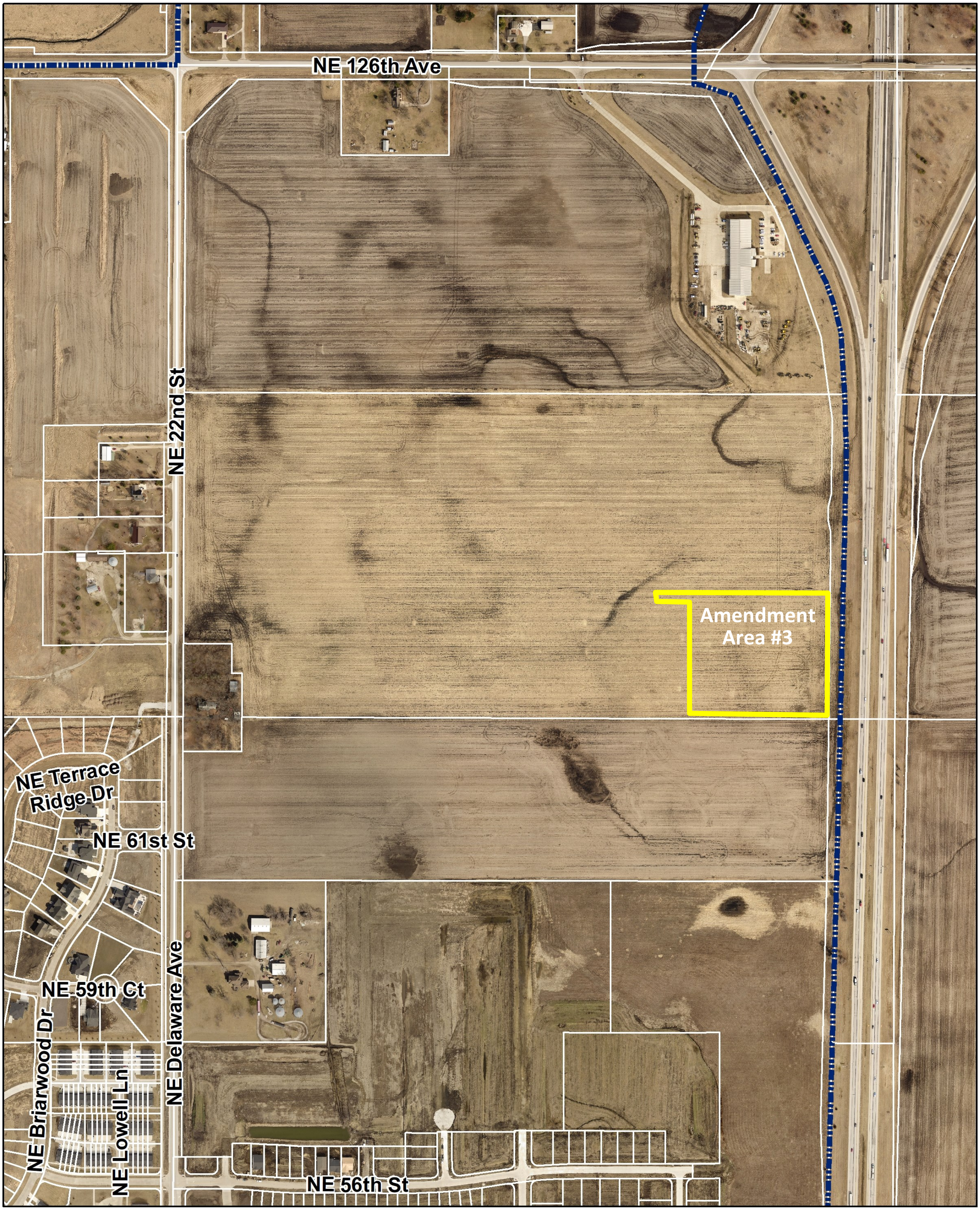
ENGINEER: JMM
TECH: CWO

CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

# HOPE CROSSING

## LAND USE AMENDMENT - HDR

1/1
2212.837


NE 126th Ave
NE 22nd St
Amendment Area #3
NE Terrace Ridge Dr
NE 61st St
NE 59th Ct
NE Briarwood Dr
NE Lowell Ln
NE Delaware Ave
NE 56th St
N

1 inch = 500 feet

Date: 3/11/2024

**Hope Crossing Aerial**

**LUPA Area #3**

Ankeny

*bringing it all together.*

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

March 29, 2024

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

RE: Rezoning & Land Use Plan Amendments – Hope Crossing

Honorable Mayor and City Council and Planning & Zoning Commission;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 119.30 acres located north, south and east of 12211 22nd Street. The existing zoning of the property is R-1 One-Family Residential District and we are requesting to rezone 88.86 acres to a Planned Unit Development (Area A), 15.71 acres to R-3 Multiple-Family Residence District restricted to 10 units per acre intended to be utilized for townhomes (Area B) and 14.73 acres to R-3 Multiple-Family Residence District restricted to 20 units per acre intended to be utilized for apartments (Area C).

Rezoning requests related to the proposed PUD (Area A) and R-3 restricted to 20 units per acre (Area C) zoning districts had each obtained 60% or more consenting signatures from adjacent property owners within 250' as required to initiate the rezoning request without Council initiation. The proposed R-3 restricted to 10 units per acre (Area B) zoning district had initially obtained 49.72% consenting signatures from adjacent property owners within 250', requiring Council initiation of that particular rezoning request which took place at its March 4th Council Meeting. A neighboring property owner has since agreed to the Area B rezoning request and has provided a singed consent form meeting the 60% minimum required consent of adjacent property owners within 250' for all three rezoning requests.

We are also submitting a request to modify the city's comprehensive plan from 57.74 acres of office/business park to low-density residential, 15.71 acres of office/business park to medium-density residential, 6.36 acres of office/business park to high-density residential and 8.37 acres of low-density residential to high-density residential.

When the comprehensive plan was created for this large tract of property that overall contains 119.30 acres, the property was assigned a low-density residential and office/business park land use. As the property is now annexed into the city of Ankeny and is under one ownership the market would back a diversification of housing to support this area of Ankeny. The property is bordered by NE Delaware Avenue to the west and Interstate 35 on the east. We are proposing to have higher density residential along Interstate 35 that would then transition to lower density residential as you head west through the property.

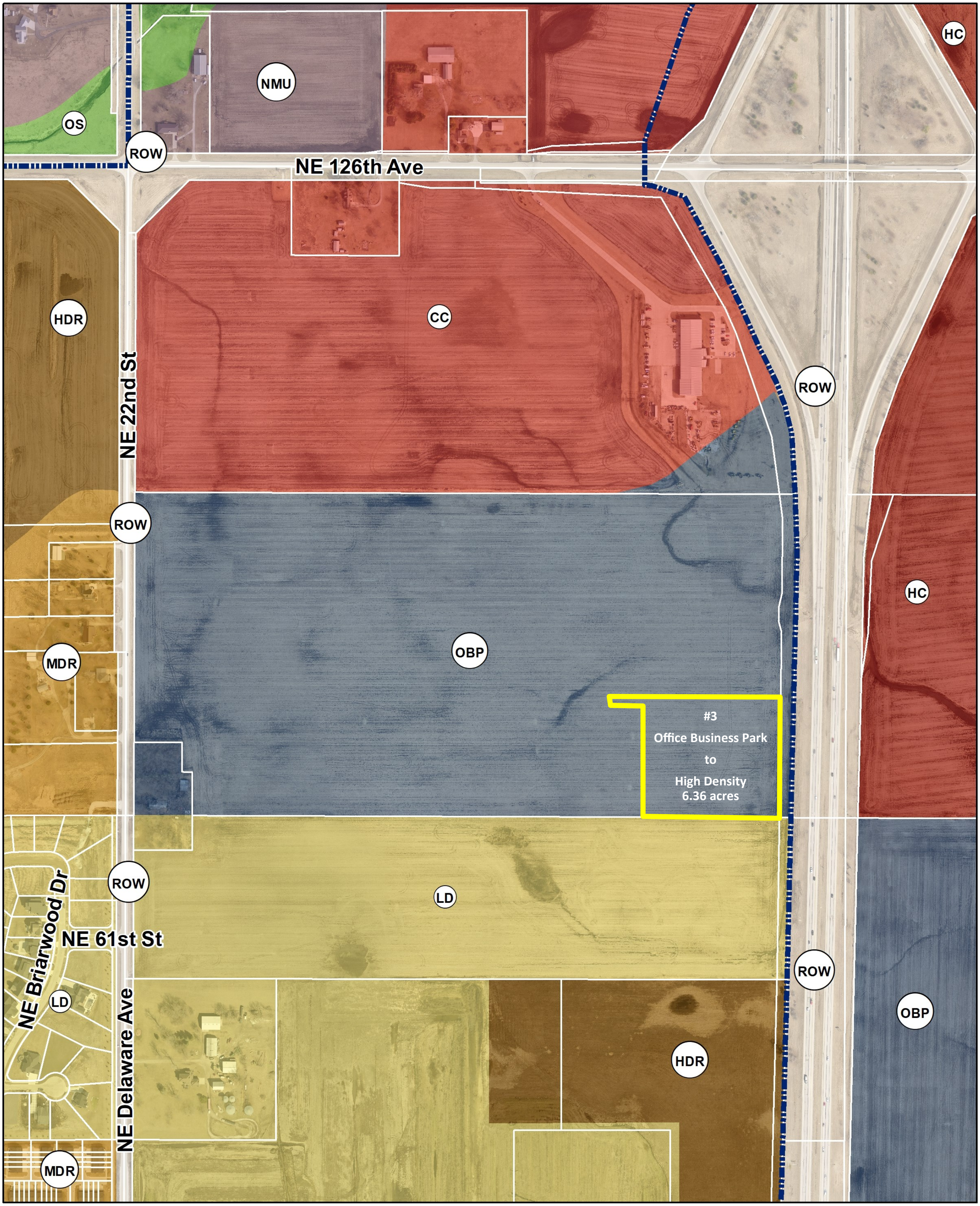
Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Jared Murray

Jared Murray, P.E.


HC
NMU
OS
ROW
NE 126th Ave
HDR
CC
ROW
NE 22nd St
ROW
HC
MDR
OBP
#3
Office Business Park
to
High Density
6.36 acres
ROW
NE Briarwood Dr
LD
NE 61st St
ROW
LD
NE Delaware Ave
HDR
OBP
MDR

N

1 inch = 500 feet

Date: 3/5/2024

## Future Land Use Map Area #3

## Hope Crossing

Ankeny
*bringing it all together.*

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms LLC from Low Density Residential to High Density Residential (LUPA #4) (date of hrg: 6/3/24 @ 5:30p.m.).

EXECUTIVE SUMMARY:

Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map. These amendments are accompanied by three rezonings. The properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres; and are located east of NE Delaware Avenue, west of Interstate 35 and south of NE 126th Ave.

Land Use Plan Amendment #4 is approximately 8.37 acres; and is located southeast corner of the subject area, east of NE Delaware Avenue and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Low Density Residential. The applicant is now proposing to reclassify the future land use to High Density Residential.

## FISCAL IMPACT: **No**

## CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting public hearing for 6/3/2024 @ 5:30 p.m.

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On May 7, 2024, the Plan and Zoning Commission recommended that the City Council approve the request by Hope Kimberley LLC, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, from Low Density Residential to High Density Residential use classification (LUPA #4).

## PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

## ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution - LUPA #4 |
| 🗋 Notice |
| 🗋 PZ Stamped LUPA #4 Exhibit |
| 🗋 Aerial Map - LUPA #4 |
| 🗋 Applicant Letter |
| 🗋 Future Land Use Map - LUPA #4 |

# RESOLUTION

## RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO AMEND THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL, LUPA AREA #4, LOCATED SOUTH OF NE 126TH AVENUE, EAST OF NE DELAWARE AVENUE, AND WEST OF I-35

---

**WHEREAS,** on the 16th day of April, 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 7th day of May, 2024, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify certain property owned by Hope K Farms, LLC, from Low Density Residential to High Density Residential (LUPA Area #4); and

**WHEREAS,** the City Council now deems it necessary to provide for the notice and hearing of said amendment to reclassify the following described property:

### LEGAL DESCRIPTION:

A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58” WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, 41.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'58" WEST ALONG SAID SOUTH LINE, 537.53 FEET; THENCE NORTH 00°07'14" EAST, 454.93 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 127.06 FEET TO THE NORTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°51'46" EAST ALONG SAID NORTH LINE, 546.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE SOUTH 00°52'53" WEST ALONG SAID WEST LINE, 652.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.37 ACRES (364,396 SQUARE FEET).

### LAYMAN’S DESCRIPTION:

Approximately 8.37-acres (+/-) located south of NE 126th Avenue and east of NE Delaware Avenue and west of Interstate 35.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 3rd day of June, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify the above-described property from Low Density Residential to High Density Residential (LUPA Area #4); and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

**PASSED AND APPROVED** this 20th day of May, 2024.

CITY OF ANKENY, IOWA

______________________________________
Mark E. Holm, Mayor

ATTEST:

______________________________________
Dianne Klemme, Deputy City Clerk

# NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER AMENDMENTS TO THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP AND TO CONSIDER AN AMENDMENT TO REZONE CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE FAMILY RESIDENCE DISTRICT RESTRICTED TO 20 UNITS PER ACRE

---

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Ankeny, Iowa, will consider an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, to reclassify the following-described property from Office Business Park to High Density Residential (Area #3) and from Low Density to High Density Residential (Area #4); and consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope K Farms, LLC, from the current R-1, One-Family Residence District, to R-3 Multiple Family Residence District Restricted to 20 Units Per Acre:

## LEGAL DESCRIPTION – PROPOSED LAND USE MAP AMENDMENT (Amendment Area #3):

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE NORTH LINE OF SAID KIMBERLEY CROSSING PLAT 1, A DISTANCE OF 41.07 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WEST LINE, 652.17 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER AND THE POINT OF BEGINNING; THENCE NORTH 89°51'46" WEST ALONG SAID SOUTH LINE, 546.18 FEET; THENCE NORTH 00°07'14" EAST, 460.94 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE SOUTH 89°52'46" EAST, 691.40 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00°43'23" WEST ALONG SAID WEST LINE, 496.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.36 ACRES (277,113 SQUARE FEET).

## LAYMAN'S DESCRIPTION:

Approximately 6.36-acres (+/-) located South of NE 126th Avenue, East of NE Delaware Avenue and West of Interstate 35.

## LEGAL DESCRIPTION – PROPOSED LAND USE MAP AMENDMENT (Amendment Area #4):

A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, 41.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'58" WEST ALONG SAID SOUTH LINE, 537.53 FEET; THENCE NORTH 00°07'14" EAST, 454.93 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 127.06 FEET TO THE NORTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°51'46" EAST ALONG SAID NORTH LINE, 546.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE SOUTH 00°52'53" WEST ALONG SAID WEST LINE, 652.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.37 ACRES (364,396 SQUARE FEET).

## LAYMAN'S DESCRIPTION:

Approximately 8.37-acres (+/-) located South of NE 126th Avenue, East of NE Delaware Avenue and West of Interstate 35.

## LEGAL DESCRIPTION – R-3, MULTIPLE FAMILY RESIDENCE DISTRICT RESTRICTED TO 20 UNITS PER ACRE (Rezoning Area C):

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, 41.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'58" WEST ALONG SAID SOUTH LINE, 537.53 FEET; THENCE NORTH 00°07'14" EAST, 454.93 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE SOUTH 89°52'46" EAST, 691.40 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INSTERSTATE 35; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET; THENCE SOUTH 00°52'53" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.73 ACRES (641,510 SQUARE FEET).

## LAYMAN'S DESCRIPTION:

Approximately 14.73-acres (+/-) located East of NE Delaware Avenue and West of Interstate 35.

**NOTICE IS FURTHER GIVEN** that the proposed amendment, as described above, will affect only the above-described property.

**YOU ARE FURTHER AND SPECIFICALLY NOTIFIED** that the City Council will hold a public hearing at 5:30 p.m. on the 3rd day of June, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendments, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

**DATED** this 20th day of May, 2024

CITY OF ANKENY

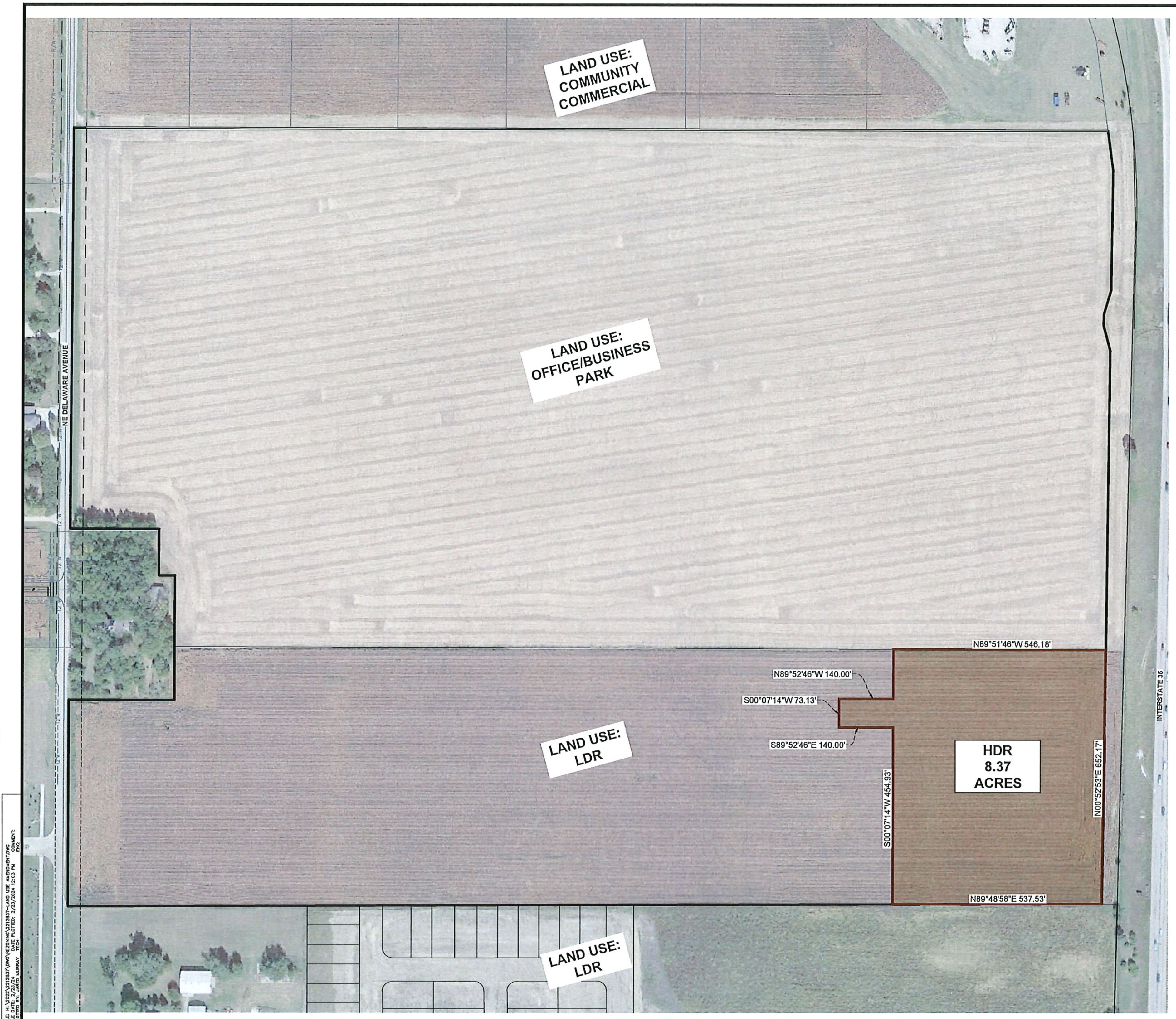
_________________________________________
Diane Klemme, Deputy City Clerk

Published in the Des Moines Register on the ____day of ________________, 2024.

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
T. Rapp Chairperson
Brenda Sughrue Secretary

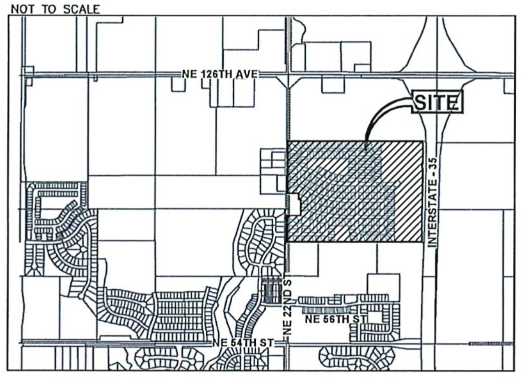
#4

FILE: H:\2022\2212837\DWG\REZONING\2212837-LAND USE AMENDMENT.DWG
FILE DATE: 2/23/24 DATE PLOTTED: 2/23/2024 12:03 PM COMMENT:
PLOTTED BY: JARED MURRAY TECH: ENG:


LAND USE: COMMUNITY COMMERCIAL
LAND USE: OFFICE/BUSINESS PARK
LAND USE: LDR
LAND USE: LDR
HDR 8.37 ACRES
NE DELAWARE AVENUE
INTERSTATE 35
N89°51'46"W 546.18'
N89°52'46"W 140.00'
S00°07'14"W 73.13'
S89°52'46"E 140.00'
S00°07'14"W 454.93'
N00°52'53"E 652.17'
N89°48'58"E 537.53'

## VICINITY MAP

NOT TO SCALE


NE 126TH AVE
SITE
INTERSTATE - 35
NE 22ND S
NE 56TH ST
NE 54TH ST
N

ANKENY, IOWA

## OWNER / APPLICANT

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

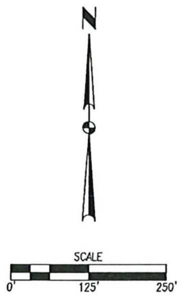
## LAND USE DESIGNATION

| | |
|---|---|
| EXISTING: | LDR: LOW DENSITY RESIDENTIAL |
| PROPOSED: | HDR: HIGH DENSITY RESIDENTIAL |

## LAND USE DESCRIPTION

A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, 41.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'58" WEST ALONG SAID SOUTH LINE, 537.53 FEET; THENCE NORTH 00°07'14" EAST, 454.93 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 127.06 FEET TO THE NORTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°51'46" EAST ALONG SAID NORTH LINE, 546.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE SOUTH 00°52'53" WEST ALONG SAID WEST LINE, 652.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.37 ACRES (364,396 SQUARE FEET).


N
SCALE
0'
125'
250'

# HOPE CROSSING

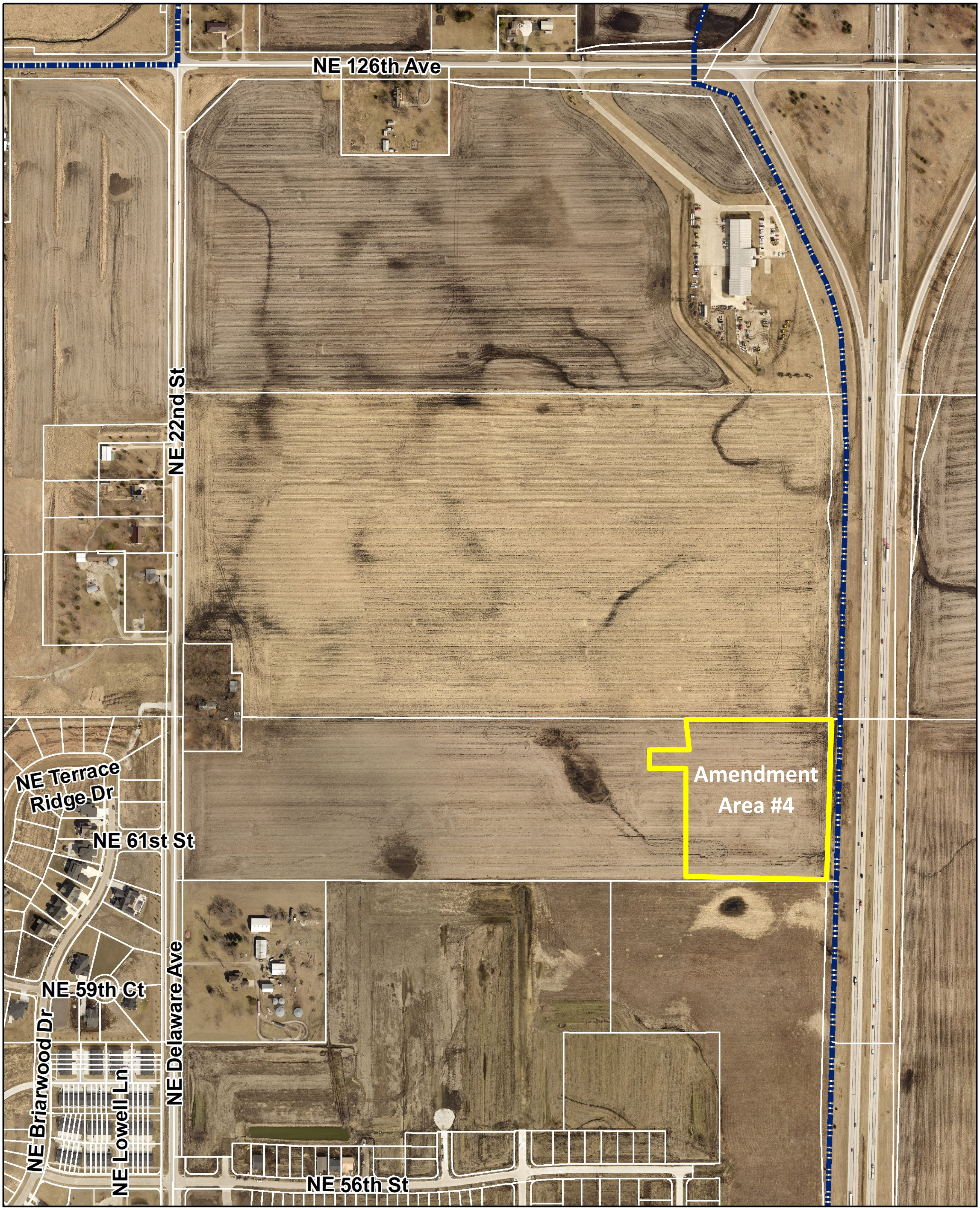
LAND USE AMENDMENT - HDR
ANKENY, IOWA

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

ENGINEER: JMM
TECH: CWO

| REVISIONS | DATE |
|---|---|
| 1ST SUBMITTAL | 02/09/2024 |

1/1
2212.837


NE 126th Ave
NE 22nd St
NE Terrace Ridge Dr
NE 61st St
NE 59th Ct
NE Briarwood Dr
NE Lowell Ln
NE Delaware Ave
NE 56th St
Amendment Area #4

N

1 inch = 500 feet

Date: 3/11/2024

Hope Crossing Aerial

LUPA Area #4

Ankeny
*bringing it all together.*

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

March 29, 2024

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

RE: Rezoning & Land Use Plan Amendments – Hope Crossing

Honorable Mayor and City Council and Planning & Zoning Commission;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 119.30 acres located north, south and east of 12211 22nd Street. The existing zoning of the property is R-1 One-Family Residential District and we are requesting to rezone 88.86 acres to a Planned Unit Development (Area A), 15.71 acres to R-3 Multiple-Family Residence District restricted to 10 units per acre intended to be utilized for townhomes (Area B) and 14.73 acres to R-3 Multiple-Family Residence District restricted to 20 units per acre intended to be utilized for apartments (Area C).

Rezoning requests related to the proposed PUD (Area A) and R-3 restricted to 20 units per acre (Area C) zoning districts had each obtained 60% or more consenting signatures from adjacent property owners within 250’ as required to initiate the rezoning request without Council initiation. The proposed R-3 restricted to 10 units per acre (Area B) zoning district had initially obtained 49.72% consenting signatures from adjacent property owners within 250’, requiring Council initiation of that particular rezoning request which took place at its March 4th Council Meeting. A neighboring property owner has since agreed to the Area B rezoning request and has provided a singed consent form meeting the 60% minimum required consent of adjacent property owners within 250’ for all three rezoning requests.

We are also submitting a request to modify the city’s comprehensive plan from 57.74 acres of office/business park to low-density residential, 15.71 acres of office/business park to medium-density residential, 6.36 acres of office/business park to high-density residential and 8.37 acres of low-density residential to high-density residential.

When the comprehensive plan was created for this large tract of property that overall contains 119.30 acres, the property was assigned a low-density residential and office/business park land use. As the property is now annexed into the city of Ankeny and is under one ownership the market would back a diversification of housing to support this area of Ankeny. The property is bordered by NE Delaware Avenue to the west and Interstate 35 on the east. We are proposing to have higher density residential along Interstate 35 that would then transition to lower density residential as you head west through the property.

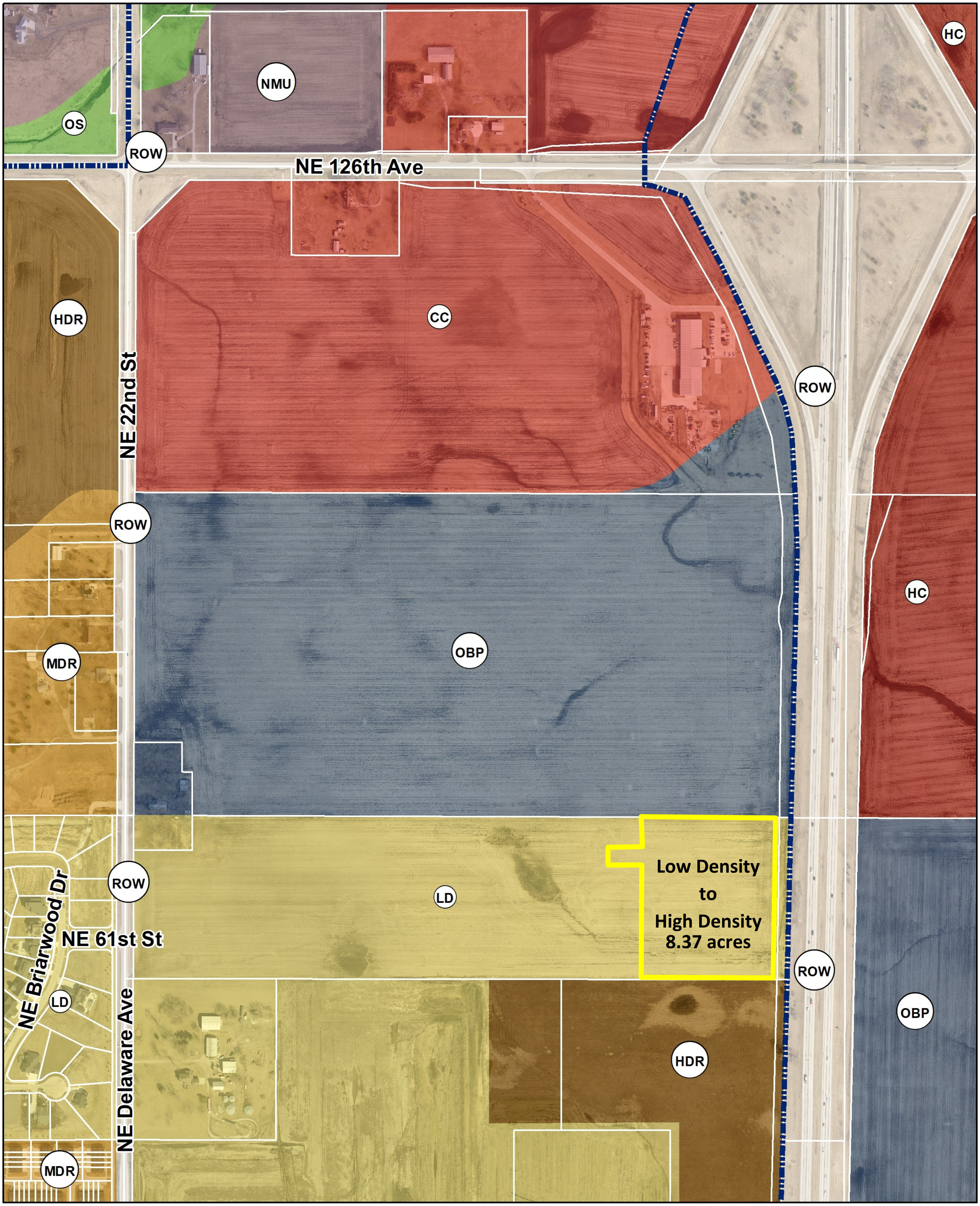
Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Jared Murray

Jared Murray, P.E.



HC
NMU
OS
ROW
NE 126th Ave
HDR
CC
NE 22nd St
ROW
ROW
HC
MDR
OBP
Low Density
to
High Density
8.37 acres
ROW
LD
NE Briarwood Dr
NE 61st St
ROW
LD
NE Delaware Ave
HDR
OBP
MDR

N

1 inch = 500 feet

Date: 3/5/2024

## Future Land Use Map Area #4

## Hope Crossing

Ankeny

bringing it all together.

city of Ankeny
bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

---

ACTION REQUESTED:

Resolution

---

LEGAL:

---

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hope K Farms LLC from the current R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre. (Rezoning Area C). (date of hrg: 6/3/2024 @ 5:30p.m.)

---

EXECUTIVE SUMMARY:

Hope K Farms, LLC is requesting to rezone 14.73 acres (Rezoning Area C) from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

This rezoning request accompanies the applicants requests to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, LUPA #3 & #4, from Office/Business Park to High Density Residential (LUPA #3) and Low Density Residential to High Density Residential (LUPA #4).

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FISCAL IMPACT: **No**

## CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting public hearing for 6/3/2024 @ 5:30 p.m.

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On May 7, 2024, the Plan and Zoning Commission recommended that the City Council approve the request to rezone property owned by Hope K Farms LLC from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre. (Rezoning Area C).

## PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

## ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution - Area C |
| 🗋 Notice |
| 🗋 PZ Stamped RZ C Exhibit |
| 🗋 Aerial Map - Area C |
| 🗋 Applicant Letter |

# RESOLUTION

## RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY HOPE K FARMS LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE-FAMILY RESIDENCE DISTRICT RESTRICTED TO 20 UNITS PER ACRE, REZONING AREA C, LOCATED SOUTH OF NE 126TH AVENUE, EAST OF NE DELAWARE AVENUVE, AND WEST OF I-35.

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**WHEREAS,** on the 16th day of April, 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 7th day of May, 2024, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope K Farms, LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 20 units per acre (Rezoning Area C); and

**WHEREAS**, the City Council now deems it necessary to provide for the notice and hearing of said amendment to rezone the following described property:

### LEGAL DESCRIPTION:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48’58” WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, 41.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'58" WEST ALONG SAID SOUTH LINE, 537.53 FEET; THENCE NORTH 00°07'14" EAST, 454.93 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE SOUTH 89°52'46" EAST, 691.40 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INSTERSTATE 35; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET; THENCE SOUTH 00°52'53" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.73 ACRES (641,510 SQUARE FEET).

### LAYMAN’S DESCRIPTION:

Approximately 14.73-acres (+/-) located south of NE 126th Avenue, east of NE Delaware Avenue, and west of I-35.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 3rd day of June, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the above-described property owned by Hope K Farms, LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 20 units per acre (Rezoning Area C); and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

**PASSED AND APPROVED** this 20th day of May, 2024.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Dianne Klemme, Deputy City Clerk

# NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER AMENDMENTS TO THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP AND TO CONSIDER AN AMENDMENT TO REZONE CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE FAMILY RESIDENCE DISTRICT RESTRICTED TO 20 UNITS PER ACRE

---

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Ankeny, Iowa, will consider an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, to reclassify the following-described property from Office Business Park to High Density Residential (Area #3) and from Low Density to High Density Residential (Area #4); and consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope K Farms, LLC, from the current R-1, One-Family Residence District, to R-3 Multiple Family Residence District Restricted to 20 Units Per Acre:

## LEGAL DESCRIPTION – PROPOSED LAND USE MAP AMENDMENT (Amendment Area #3):

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58” WEST ALONG THE NORTH LINE OF SAID KIMBERLEY CROSSING PLAT 1, A DISTANCE OF 41.07 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WEST LINE, 652.17 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER AND THE POINT OF BEGINNING; THENCE NORTH 89°51'46" WEST ALONG SAID SOUTH LINE, 546.18 FEET; THENCE NORTH 00°07'14" EAST, 460.94 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE SOUTH 89°52'46" EAST, 691.40 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00°43'23" WEST ALONG SAID WEST LINE, 496.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.36 ACRES (277,113 SQUARE FEET).

### LAYMAN’S DESCRIPTION:

Approximately 6.36-acres (+/-) located South of NE 126th Avenue, East of NE Delaware Avenue and West of Interstate 35.

## LEGAL DESCRIPTION – PROPOSED LAND USE MAP AMENDMENT (Amendment Area #4):

A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58” WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, 41.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'58" WEST ALONG SAID SOUTH LINE, 537.53 FEET; THENCE NORTH 00°07'14" EAST, 454.93 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 127.06 FEET TO THE NORTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°51'46" EAST ALONG SAID NORTH LINE, 546.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE SOUTH 00°52'53" WEST ALONG SAID WEST LINE, 652.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.37 ACRES (364,396 SQUARE FEET).

### LAYMAN’S DESCRIPTION:

Approximately 8.37-acres (+/-) located South of NE 126th Avenue, East of NE Delaware Avenue and West of Interstate 35.

## LEGAL DESCRIPTION – R-3, MULTIPLE FAMILY RESIDENCE DISTRICT RESTRICTED TO 20 UNITS PER ACRE (Rezoning Area C):

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48’58” WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, 41.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'58" WEST ALONG SAID SOUTH LINE, 537.53 FEET; THENCE NORTH 00°07'14" EAST, 454.93 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE SOUTH 89°52'46" EAST, 691.40 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INSERSTATE 35; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET; THENCE SOUTH 00°52'53" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.73 ACRES (641,510 SQUARE FEET).

### LAYMAN’S DESCRIPTION:

Approximately 14.73-acres (+/-) located East of NE Delaware Avenue and West of Interstate 35.

**NOTICE IS FURTHER GIVEN** that the proposed amendment, as described above, will affect only the above-described property.

**YOU ARE FURTHER AND SPECIFICALLY NOTIFIED** that the City Council will hold a public hearing at 5:30 p.m. on the 3rd day of June, 2024, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendments, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

**DATED** this 20th day of May, 2024

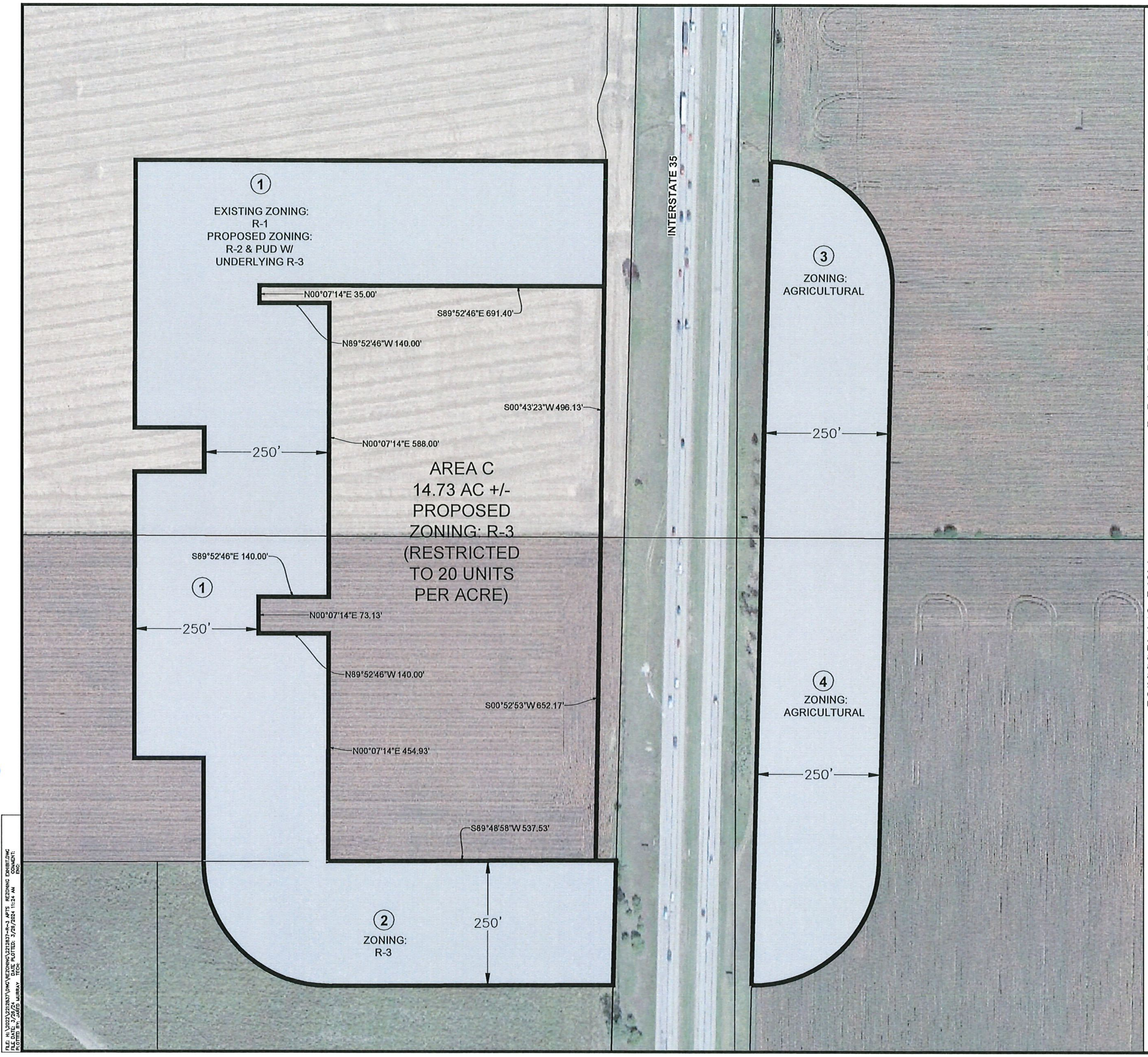
CITY OF ANKENY

________________________________________
Diane Klemme, Deputy City Clerk

Published in the Des Moines Register on the ____day of ________________, 2024.

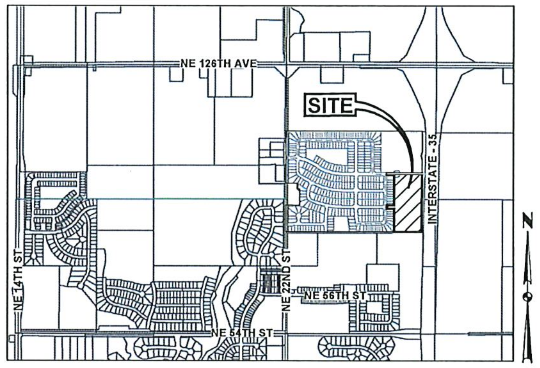
ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
T. Rapp Chairperson
Brenda Sigbang Secretary

FILE: H:\2022\2212837\DWG\REZONING\2212837-R-3 APTS REZONING EXHIBIT.DWG
FILE DATE: 3/26/24 DATE PLOTTED: 3/26/2024 11:24 AM COMMENT:
PLOTTED BY: JARED MURRAY TECH: ENG:


INTERSTATE 35
①
EXISTING ZONING: R-1
PROPOSED ZONING: R-2 & PUD W/ UNDERLYING R-3
N00°07'14"E 35.00'
S89°52'46"E 691.40'
N89°52'46"W 140.00'
S00°43'23"W 496.13'
250'
N00°07'14"E 588.00'
AREA C
14.73 AC +/-
PROPOSED ZONING: R-3 (RESTRICTED TO 20 UNITS PER ACRE)
S89°52'46"E 140.00'
①
N00°07'14"E 73.13'
250'
N89°52'46"W 140.00'
S00°52'53"W 652.17'
N00°07'14"E 454.93'
S89°48'58"W 537.53'
②
ZONING: R-3
250'
③
ZONING: AGRICULTURAL
250'
④
ZONING: AGRICULTURAL
250'
N
SCALE
0' 50' 100' 200'

## VICINITY MAP

NOT TO SCALE


NE 126TH AVE
SITE
INTERSTATE - 35
NE 14TH ST
NE 22ND ST
NE 56TH ST
NE 54TH ST
N

ANKENY, IOWA

## OWNER/DEVELOPER

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

## ZONING

EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT

PROPOSED: R-3: MULTIPLE-FAMILY RESIDENCE DISTRICT (RESTRICTED TO 20 UNITS PER ACRE)

## ADJACENT OWNERSHIP

| OWNER | ACRES | PERCENT | CONSENTING |
|---|---|---|---|
| 1. HOPE K FARMS LLC | 14.43 AC. | 52.08% | X |
| 2. NORTH ANKENY LAND LLC | 4.43 AC. | 15.99% | X |
| 3. PUTCO INC | 4.00 AC. | 14.43% | |
| 4. DLE FOUR WAY LC | 4.85 AC. | 17.50% | |
| | 27.71 AC. | 100% | 68.07% |

## REZONING DESCRIPTION

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, 41.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'58" WEST ALONG SAID SOUTH LINE, 537.53 FEET; THENCE NORTH 00°07'14" EAST, 454.93 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE SOUTH 89°52'46" EAST, 691.40 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INSTERSTATE 35; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET; THENCE SOUTH 00°52'53" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.73 ACRES (641,510 SQUARE FEET).

| REVISIONS | DATE |
|---|---|
| 5TH SUBMITTAL | 03/26/2024 |
| 4TH SUBMITTAL | 03/20/2024 |
| 3RD SUBMITTAL | 02/09/2024 |
| 2ND SUBMITTAL | 01/19/2024 |
| 1ST SUBMITTAL | 10/27/2023 |

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

ENGINEER: JMM
TECH: JDS

CIVIL DESIGN ADVANTAGE

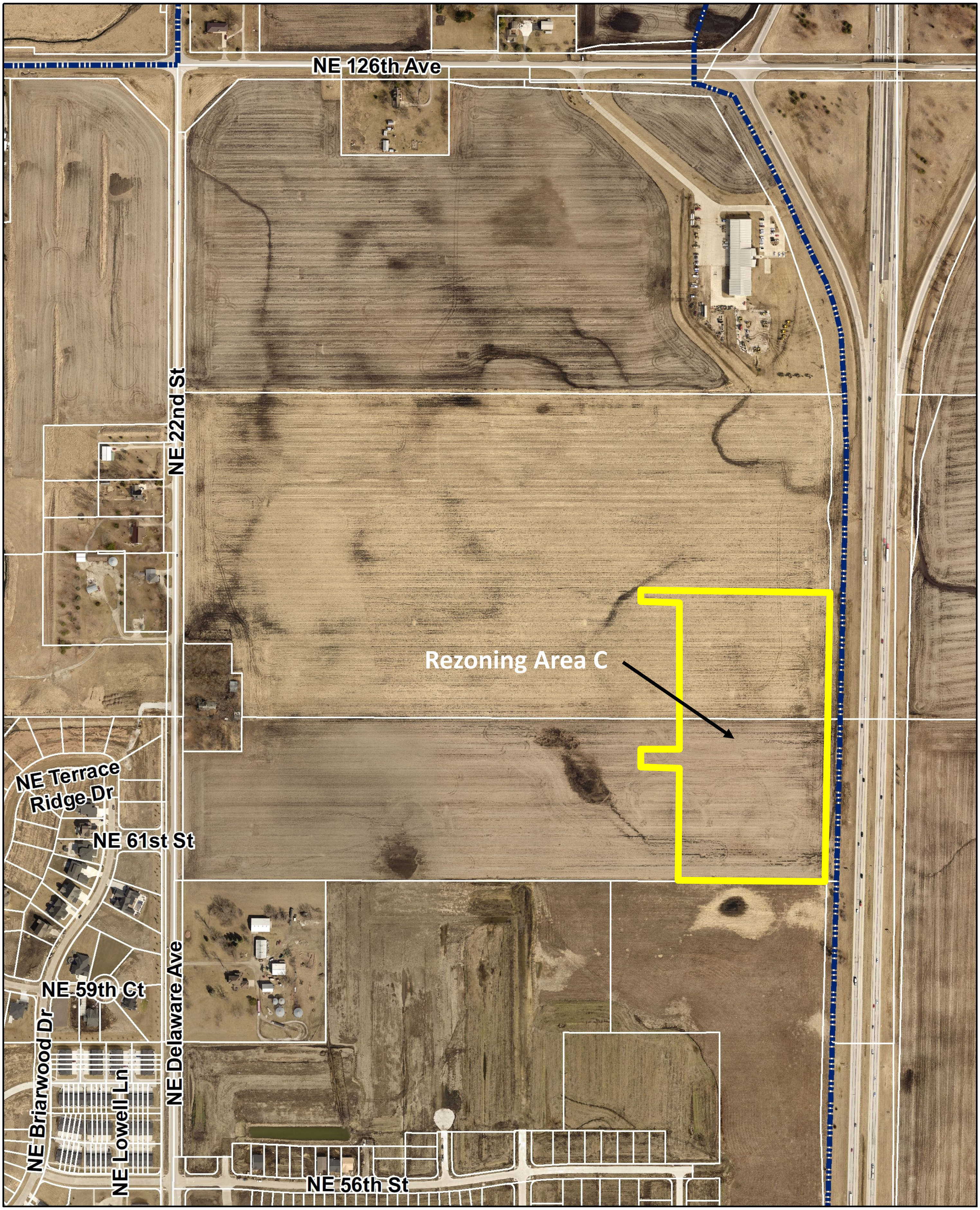
# HOPE CROSSING

## R-3 REZONING EXHIBIT - AREA C

ANKENY, IOWA

1/1

2212.837


NE 126th Ave
NE 22nd St
Rezoning Area C
NE Terrace Ridge Dr
NE 61st St
NE 59th Ct
NE Briarwood Dr
NE Lowell Ln
NE Delaware Ave
NE 56th St
N

1 inch = 500 feet

Date: 3/11/2024

**Hope Crossing Aerial**

**Rezoning Area C**

Ankeny bringing it all together.

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

March 29, 2024

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

RE: Rezoning & Land Use Plan Amendments – Hope Crossing

Honorable Mayor and City Council and Planning & Zoning Commission;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 119.30 acres located north, south and east of 12211 22nd Street. The existing zoning of the property is R-1 One-Family Residential District and we are requesting to rezone 88.86 acres to a Planned Unit Development (Area A), 15.71 acres to R-3 Multiple-Family Residence District restricted to 10 units per acre intended to be utilized for townhomes (Area B) and 14.73 acres to R-3 Multiple-Family Residence District restricted to 20 units per acre intended to be utilized for apartments (Area C).

Rezoning requests related to the proposed PUD (Area A) and R-3 restricted to 20 units per acre (Area C) zoning districts had each obtained 60% or more consenting signatures from adjacent property owners within 250' as required to initiate the rezoning request without Council initiation. The proposed R-3 restricted to 10 units per acre (Area B) zoning district had initially obtained 49.72% consenting signatures from adjacent property owners within 250', requiring Council initiation of that particular rezoning request which took place at its March 4th Council Meeting. A neighboring property owner has since agreed to the Area B rezoning request and has provided a singed consent form meeting the 60% minimum required consent of adjacent property owners within 250' for all three rezoning requests.

We are also submitting a request to modify the city's comprehensive plan from 57.74 acres of office/business park to low-density residential, 15.71 acres of office/business park to medium-density residential, 6.36 acres of office/business park to high-density residential and 8.37 acres of low-density residential to high-density residential.

When the comprehensive plan was created for this large tract of property that overall contains 119.30 acres, the property was assigned a low-density residential and office/business park land use. As the property is now annexed into the city of Ankeny and is under one ownership the market would back a diversification of housing to support this area of Ankeny. The property is bordered by NE Delaware Avenue to the west and Interstate 35 on the east. We are proposing to have higher density residential along Interstate 35 that would then transition to lower density residential as you head west through the property.

Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Jared Murray

Jared Murray, P.E.

city of Ankeny
bringing it all together®

# ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

---

ACTION REQUESTED:

Motion

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LEGAL:

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## SUBJECT:

Consider motion to grant preliminary approval of The Crossings at Deer Creek Plat 15 Final Plat.

---

## EXECUTIVE SUMMARY:

The Crossings at Deer Creek Plat 15 is a proposed 26.28-acre (+/-) final plat located north of E 1st Street and east of NE Four Mile Drive within the Deer Creek Planned Unit Development (PUD). The subject final plat contains 46 single family lots and three outlots that will be utilized for either landscape buffering or storm water management. The subject area is identified as being a part of Parcels ‘B’ and ‘D’ within the Deer Creek PUD, with the underlying zoning of both parcels being R-1, One-Family Residence District. Lots 1-27 belong to Parcel ‘B’ and require a minimum 80’ lot width, while lots 28-46 belong to Parcel ‘D’ and require a minimum 70’ lot width. Two landscape buffer easements are proposed along west side of the project boundary to help screen the development from NE Four Mile Drive.

---

## FISCAL IMPACT: **No**

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## CITY MANAGER'S RECOMMENDATIONS:

Grant preliminary approval of The Crossings at Deer Creek Plat 15 Final Plat.

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended approval at their meeting on June 21, 2022.

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## PUBLIC OUTREACH EFFORTS:

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## ACTION REQUESTED:

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## ADDITIONAL INFORMATION:

---

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 P&Z Commission Minutes |
| 🗋 Staff Report |
| 🗋 Aerial Map |
| 🗋 Letter of Request |
| 🗋 Final Plat |

# Meeting Minutes

## Plan & Zoning Commission Meeting

Tuesday, June 21, 2022

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

### CALL TO ORDER

Chair G.Hunter called the June 21, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

### ROLL CALL

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

### AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the June 21, 2022 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

### CONSENT AGENDA ITEMS

#### Item #3. The Crossings at Deer Creek Plat 15 Final Plat

Motion to recommend City Council approval of The Crossings at Deer Creek Plat 15 Final Plat, subject to staff approval of the associated traffic impact study.

Motion by T.Rapp to approve the recommendations for Consent Agenda Items #1 - #3. Second by T.Flack. All voted aye. Motion carried 6 – 0.

bringing it all together

*Plan and Zoning Commission*
*Staff Report*

*Meeting Date: June 21, 2022*

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**Agenda Item:** The Crossings at Deer Creek Plat 15 - Final Plat
**Report Date:** June 16, 2022 EJL
**Prepared By:** Bryan Morrissey
Associate Planner

## Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of The Crossings at Deer Creek Plat 15 Final Plat, subject to staff approval of the associated traffic impact study.

## Project Summary:

The Crossings at Deer Creek Plat 15 is a proposed 26.28-acre (+/-) final plat located north of E 1st Street and east of NE Four Mile Drive within the Deer Creek Planned Unit Development (PUD). The subject final plat contains 46 single family lots and three outlots that will be utilized for either landscape buffering or storm water management. The subject area is identified as being a part of Parcels 'B' and 'D' within the Deer Creek PUD, with the underlying zoning of both parcels being R-1, One-Family Residence District. Lots 1-27 belong to Parcel 'B' and require a minimum 80' lot width, while lots 28-46 belong to Parcel 'D' and require a minimum 70' lot width. Two landscape buffer easements are proposed along west side of the project boundary to help screen the development from NE Four Mile Drive.

## Project Report:

| | |
|---|---|
| Streets: | The general layout of the plat creates NE 12th Street that runs east to west, connects to NE Four Mile Drive, and will serve as the primary access for the development. Two cul-de-sacs will be created that extend north off of NE 12th Street, while NE Meadow Landing Drive and NE Meadow Crossing Drive will be partially constructed to the north. NE Meadow Landing Drive and NE Meadow Crossing Drive and will be extended when future development of the area occurs. |
| Water: | The subject plat will be serviced by installing a ten-inch water main along the north side of NE 12th street while eight-inch mains run along NE Vista Court, NE Winding Trail Court, NE Meadow Landing Drive, and NE Meadow Crossing Drive. The ten-inch main along NE 12th Street ties into the twelve-inch main that runs along NE Four Mile Drive. |
| Sewer: | Eight-inch sanitary service will be extended throughout the entirety of the development as it ties into the sanitary main off SE Four Mile Drive. |

Drainage: Stormwater intakes and lines will be installed throughout the entirety of the development. The majority of the stormwater in the area will be routed via storm piping to a dry bottom detention pond in the northwest corner of the site before ultimately flowing to Deer Creek.

Parkland: Payment in lieu of park land dedication will be provided by the developer when the plat goes before City Council. In total, 0.84-acres (+/-) of parkland will need to be accounted for via the developer's payment.

# CITY OF ANKENY
# SUBDIVISION DATA

**NAME OF PLAT: The Crossings at Deer Creek Plat 15**
**NAME OF OWNER/ DEVELOPER: Deer Creek Estates, LLC**

---

## GENERAL INFORMATION:

| | |
|---|---|
| PLAT LOCATION: | North of E 1st Street; East of NE Four Mile Drive |
| SIZE OF PLAT: | 26.28-acres |
| ZONING: | Deer Creek PUD |

## LOTS:

| | |
|---|---|
| NUMBER: | 46 single-family lots |
| SIZE/DENSITY: | 1.75 units per acre |
| USE: | Residential |
| BUILDING LINES: | **Lots 1-27** (PUD Parcel B): 80' minimum lot width, 25' front yard setback; 15' (minimum 7' one side) side yard setback; 30' rear yard setback<br>**Lots 28-46** (PUD Parcel D) 70' minimum lot width, 25' front yard setback; 15' (minimum 7' one side) side yard setback; 30' rear yard setback |

## PARK SITE DEDICATION:

The developer has opted for payment in lieu of parkland dedication.

## ADJACENT LANDS:

| | |
|---|---|
| NORTH: | R-1, One-Family Residence District |
| SOUTH: | Deer Creek PUD |
| EAST: | Canyon Landing PUD |
| WEST: | Deer Creek PUD |

## STREET DEVELOPMENT:

NAME: NE 12th Street
LENGTH: 1,329.78'
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/70'
PAVEMENT WIDTH: 37'

NAME: NE Vista Court
LENGTH: 252.00'
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

NAME: NE Winding Trail Court
LENGTH: 390.00'
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

NAME: NE Meadow Landing Drive
LENGTH: 217.04’
CLASSIFICATION: Normal Residential
R.O.W. (REQ’D./PROV.): 60’/60’
PAVEMENT WIDTH: 27’

NAME: NE Meadow Crossing Drive
LENGTH: 373.74’
CLASSIFICATION: Normal Residential
R.O.W. (REQ’D./PROV.): 60’/60’
PAVEMENT WIDTH: 27’

NAME: NE Four Mile Drive
LENGTH: 593.00’
CLASSIFICATION: Minor Arterial
R.O.W. (REQ’D./PROV.): 60’/80’
PAVEMENT WIDTH: 31’

**WASTE WATER:**

PROJECTED FLOWS: 46 units X 3 person. per house X 330 gal. per day/pers.= 45,540 GPD
WRA CAPACITY: 200 MGD; current daily avg. 132 MGD
NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Four Mile Trunk Sewer

**STORM WATER:**

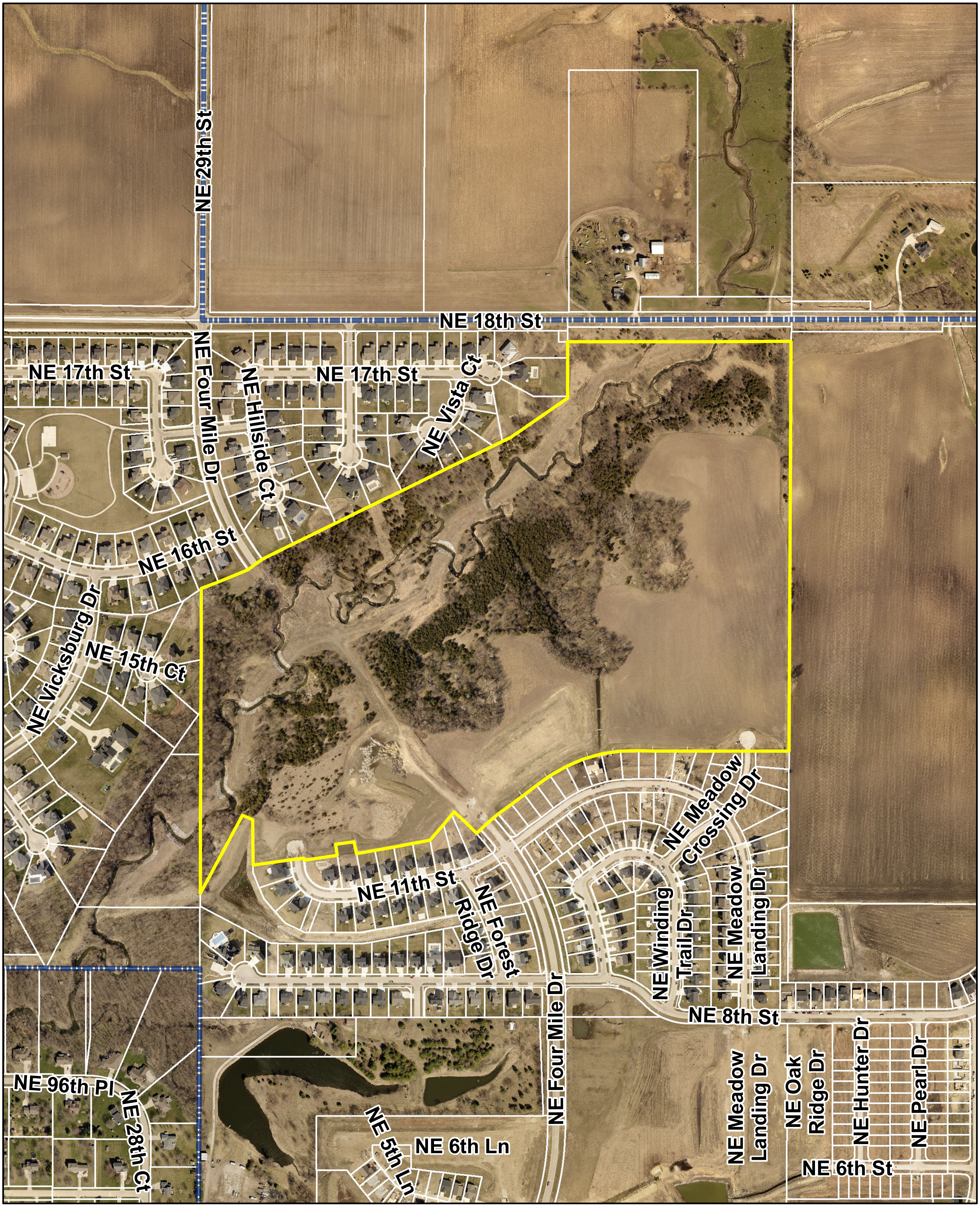
BASIN FLOWS: This plat lies in the Four Mile Creek Drainage Basin

**WATER SYSTEM:**

USAGE: 46 units X 3 persons/house X 100 gal. per day/person = 13,800 GPD
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD.

**FINAL PLAT DRAWING:** Staff recommends approval.

**CONSTRUCTION PLANS:** To be approved.


NE 29th St
NE 18th St
NE 17th St
NE Four Mile Dr
NE Hillside Ct
NE 17th St
NE Vista Ct
NE 16th St
NE Vicksburg Dr
NE 15th Ct
NE Meadow Crossing Dr
NE 11th St
NE Forest Ridge Dr
NE Winding Trail Dr
NE Meadow Landing Dr
NE Four Mile Dr
NE 8th St
NE 96th Pl
NE 28th Ct
NE 5th Ln
NE 6th Ln
NE Meadow Landing Dr
NE Oak Ridge Dr
NE Hunter Dr
NE Pearl Dr
NE 6th St

N

1 inch = 550 feet

Date: 6/16/2022

## The Crossings at Deer Creek Plat 15 - Final Plat

Ankeny
*bringing it all together.*

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

October 25, 2023

Honorable Mayor, City Council and Plan and Zoning Commission Members
c/o Bryan Morrissey
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: The Crossings at Deer Creek Plat 15
Final Plat and Construction Drawing Submittal

Dear Plan and Zoning Commission Members, Council Members, and Honorable Mayor;

On behalf of Deer Creek Ankeny, Inc., we are pleased to submit herewith a final plat and construction drawings for The Crossings at Deer Creek Plat 15 located within the Deer Creek PUD, east of NE Four Mile Drive, north of E 1st Street. The property contains approximately 26 acres.

Plat 15 will include development of 46 single family lots, which is consistent with the Deer Creek PUD and Deer Creek South Phase 4 preliminary plat. The project contains several new public streets including the extension of NE Four Mile Drive, NE 12th Street, NE Vista Court, NE Winding Trail Court, NE Meadow Landing Drive, and NE Meadow Crossing Drive.

The project includes construction of traffic signals and turn lanes at the E 1st Street & SE Four Mile Drive intersection. We respectfully request approval of the development agreement associated with this portion of the project.

The project also includes construction of the NE Four Mile Drive street connection across the creek, north of Plat 15. Construction of the NE Four Mile Drive connection was completed this summer and was previously accepted by the City Council.

We are requesting that preliminary approval of the final plat be granted by City Council at the next regular City Council meeting.

Sincerely,
CIVIL DESIGN ADVANTAGE, LLC

Emily Harding

Emily Harding, Project Manager

cc: Jeff Grubb, Deer Creek Ankeny, Inc.

**INDEX LEGEND**

| | | | |
|---|---|---|---|
| LOCATION: | PT. NW1/4 SEC 17–80–23 | SURVEYOR: | LOUIS M. KELEHAN |
| REQUESTOR: | DEER CREEK ANKENY, INC | SURVEYOR COMPANY: | CIVIL DESIGN ADVANTAGE |
| PROPRIETOR: | DEER CREEK ESTATES, LLC<br>160 ADVENTURELAND DRIVE NW<br>ALTOONA, IOWA 50009 | PREPARED BY & RETURN TO: | CIVIL DESIGN ADVANTAGE<br>4121 NW URBANDALE DRIVE<br>URBANDALE, IOWA 50322<br>PH: 515–369–4400 |

# THE CROSSINGS AT DEER CREEK PLAT 15

## FINAL PLAT

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date June 24, 2022
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
G. Hunter Chairperson
Secretary

## OWNER

DEER CREEK ESTATES, LLC
CONTACT: JEFF GRUBB
160 ADVENTURELAND DRIVE NW
ALTOONA, IOWA 50009
PH. (515) 208–5227

## DEVELOPER

DEER CREEK ANKENY, INC.
CONTACT: JEFF GRUBB
160 ADVENTURELAND DRIVE NW
ALTOONA, IOWA 50009
PH. (515) 208–5227

## ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: (515) 369–4400

## ZONING AND BULK REGULATIONS

ZONING
DEER CREEK PUD

LOTS 1–27 (SINGLE FAMILY RESIDENTIAL)
FRONT: 30 FEET FOR GARAGE DOORS
25 FEET FOR HOUSE/PORCH
REAR: 30 FEET (DECKS MAY EXTEND 12 FEET INTO RYSB)
10 FEET FOR FRONT– OR SIDE–LOADED DETACHED GARAGE
REAR LOADED GARAGE – MINIMUM 7 FEET OR GREATER THAN 18 FEET
SIDE: 15 FEET TOTAL (MIN. 7' ONE SIDE)
MINIMUM LOT WIDTH: 80 FEET

R–1 ZONING REGULATIONS APPLY IF NOT WITHIN PUD

LOTS 28–46 (SINGLE FAMILY RESIDENTIAL)
FRONT: 30 FEET FOR GARAGE DOORS
25 FEET FOR HOUSE/PORCH
REAR: 30 FEET (DECKS MAY EXTEND 12 FEET INTO RYSB)
10 FEET FOR FRONT– OR SIDE–LOADED DETACHED GARAGE
REAR LOADED GARAGE – MINIMUM 7 FEET OR GREATER THAN 18 FEET
SIDE: 12 FEET TOTAL (MIN. 6' ONE SIDE)
MINIMUM LOT WIDTH: 70 FEET

R–1 ZONING REGULATIONS APPLY IF NOT WITHIN PUD

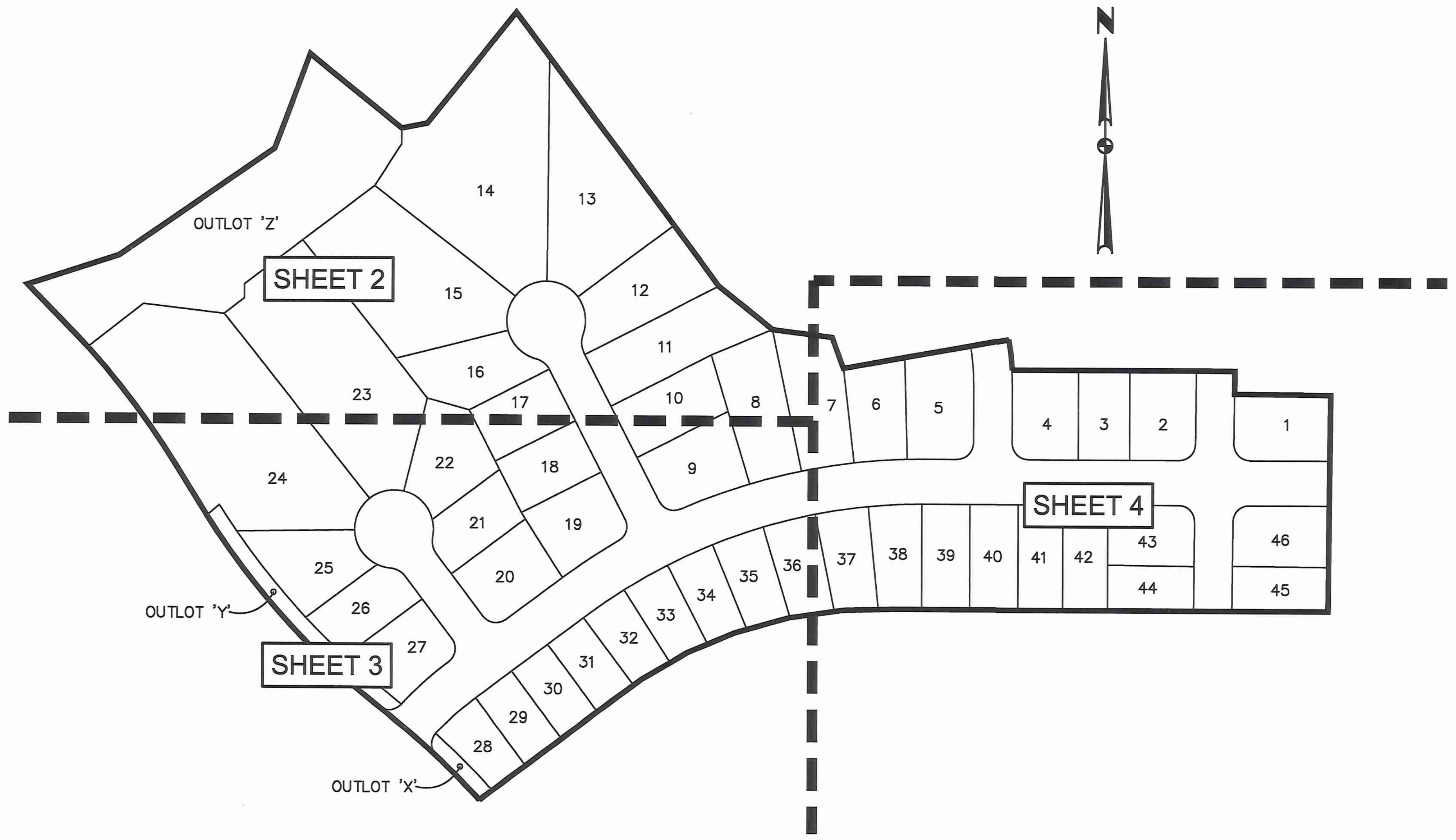
## PLAT DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE CROSSINGS AT DEER CREEK PLAT 8, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 90°00'00" WEST ALONG THE NORTHERLY LINE OF SAID THE CROSSINGS AT DEER CREEK PLAT 8, A DISTANCE OF 674.93 FEET; THENCE SOUTH 88°35'38" WEST CONTINUING ALONG SAID NORTHERLY LINE, 81.42 FEET; THENCE SOUTH 81°44'08" WEST CONTINUING ALONG SAID NORTHERLY LINE, 86.55 FEET; THENCE SOUTH 74°09'31" WEST CONTINUING ALONG SAID NORTHERLY LINE, 86.55 FEET; THENCE SOUTH 66°47'13" WEST CONTINUING ALONG SAID NORTHERLY LINE, 81.88 FEET; THENCE SOUTH 59°37'13" WEST CONTINUING ALONG SAID NORTHERLY LINE, 81.88 FEET; THENCE SOUTH 53°46'13" WEST CONTINUING ALONG SAID NORTHERLY LINE, 74.83 FEET; THENCE SOUTH 53°07'15" WEST CONTINUING ALONG SAID NORTHERLY LINE, 240.83 FEET TO THE NORTHWEST CORNER OF OUTLOT 'Z', SAID THE CROSSINGS AT DEER CREEK PLAT 8; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF THE CROSSINGS AT DEER CREEK PLAT 7, AN OFFICIAL PLAT IN SAID CITY OF ANKENY, AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1240.00 FEET, WHOSE ARC LENGTH IS 210.22 FEET AND WHOSE CHORD BEARS NORTH 47°26'37" WEST, 209.96 FEET; THENCE CONTINUING NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1160.00 FEET, WHOSE ARC LENGTH IS 415.98 FEET AND WHOSE CHORD BEARS NORTH 42°01'38" WEST, 413.75 FEET; THENCE NORTH 31°45'14" WEST CONTINUING ALONG SAID NORTHEASTERLY LINE, 81.41 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHEASTERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1240.00 FEET, WHOSE ARC LENGTH IS 265.15 FEET AND WHOSE CHORD BEARS NORTH 37°52'47" WEST, 264.64 FEET; THENCE NORTH 44°00'19" WEST CONTINUING ALONG SAID NORTHEASTERLY LINE, 102.93 FEET; THENCE NORTH 72°00'00" EAST, 150.33 FEET; THENCE NORTH 55°10'50" EAST, 294.66 FEET; THENCE NORTH 20°20'26" EAST, 159.18 FEET; THENCE SOUTH 50°38'42" EAST, 184.87 FEET; THENCE NORTH 78°44'04" EAST, 40.76 FEET; THENCE NORTH 38°29'39" EAST, 222.77 FEET; THENCE SOUTH 36°33'06" EAST, 533.51 FEET; THENCE SOUTH 51°39'37" EAST, 107.78 FEET; THENCE SOUTH 82°47'04" EAST, 93.84 FEET; THENCE SOUTH 20°12'40" EAST, 51.02 FEET; THENCE NORTH 79°50'40" EAST, 262.11 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 380.00 FEET, WHOSE ARC LENGTH IS 47.50 FEET AND WHOSE CHORD BEARS SOUTH 06°34'30" EAST, 47.46 FEET; THENCE NORTH 90°00'00" EAST, 287.90 FEET; THENCE SOUTH 89°28'01" EAST, 60.00 FEET; THENCE SOUTH 00°31'59" WEST, 35.33 FEET; THENCE SOUTH 89°28'01" EAST, 150.00 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 00°31'59" WEST ALONG SAID EAST LINE, 336.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 26.28 ACRES (1,144,683 SQUARE FEET).

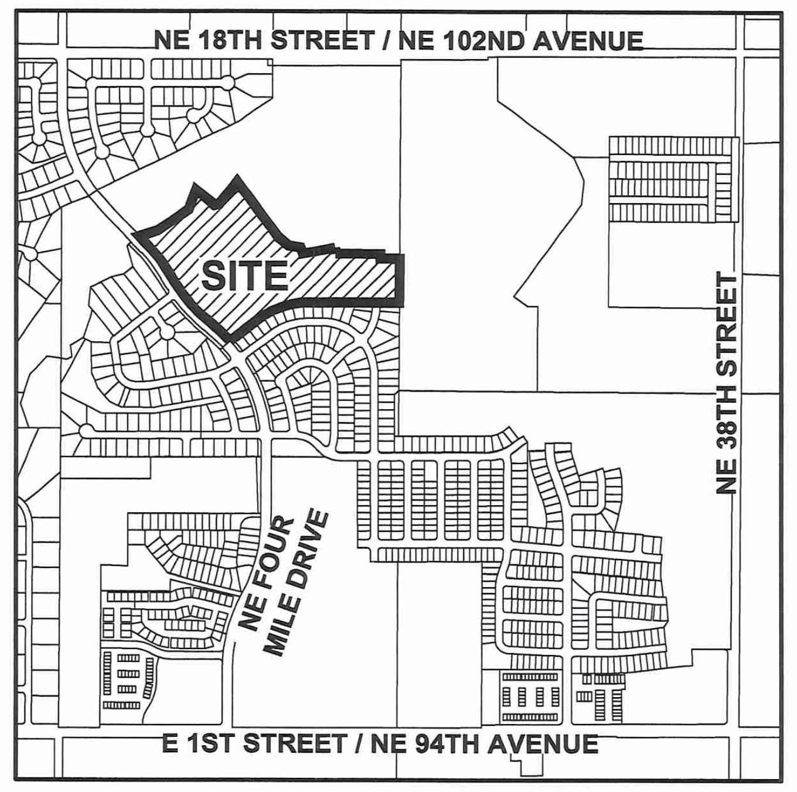
PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

## SHEET INDEX



RECEIVED
OCT 26 2023
CITY OF ANKENY

## VICINITY MAP


NE 18TH STREET / NE 102ND AVENUE
SITE
NE 38TH STREET
NE FOUR MILE DRIVE
E 1ST STREET / NE 94TH AVENUE
N

ANKENY, IOWA

## LEGEND

| | FOUND | SET |
|---|---|---|
| SECTION CORNER AS NOTED | ▲ | △ |
| 1/2" REBAR, YELLOW PLASTIC CAP#18660 (UNLESS OTHERWISE NOTED) | ● | ○ |
| MEASURED BEARING & DISTANCE | M | |
| RECORDED BEARING & DISTANCE | R | |
| DEEDED BEARING & DISTANCE | D | |
| PUBLIC UTILITY EASEMENT | P.U.E. | |
| CURVE ARC LENGTH | AL | |
| LOT ADDRESS | (1234) | |
| CENTERLINE | ——— - ——— - ——— | |
| SECTION LINE | ——— — — ——— | |
| EASEMENT LINE | — — — — — — — — | |
| BUILDING SETBACK LINE | —— · · —— · · —— | |
| PLAT BOUNDARY | ━━━━━━━━ | |

## DATE OF SURVEY

FIELDWORK: NOVEMBER, 2022

## NOTES

1. ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
2. LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.
3. OUTLOTS 'X' AND 'Y' WILL BE USED AS LANDSCAPE BUFFERS AND WILL BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION. OUTLOT 'Z' WILL USED FOR STORM WATER MANAGEMENT AND WILL BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION.
4. THE DEVELOPER WILL BE RESPONSIBLE FOR STREETLIGHT INSTALLATION WITHIN THE PLAT BOUNDARY.
5. THE DEVELOPER WILL BE RESPONSIBLE FOR INSTALLING SIDEWALKS THROUGH ALL OUTLOT RIGHT–OF–WAY FRONTAGE.
6. INDIVIDUAL PROPERTY OWNERS MAY BE RESPONSIBLE FOR THE CONSTRUCTION OF SIDEWALKS ON THEIR PROPERTY. PRIOR TO CONSTRUCTION OF ANY SIDEWALKS, REFER TO THE PROJECT CONSTRUCTION DRAWINGS AND CONFIRM WITH CITY THE LOCATION, WIDTH AND ELEVATION OF SIDEWALKS.
7. DEVELOPER SHALL INSTALL THE TEMPORARY SIGNAL AND OTHER REQUIRED IMPROVEMENTS AT THE INTERSECTION OF SE FOUR MILE DRIVE AND E 1ST STREET PRIOR TO THE CITY ISSUING BUILDING PERMITS WITHIN THIS PLAT.
8. DRIVEWAYS ON LOTS 30 AND 33 SHALL BE PLACED TO AVOID CONFLICT WITH SIDEWALK RAMPS, INTAKES AND MANHOLES.
9. LOTS 24–28 SHALL NOT HAVE DRIVEWAY ACCESS OFF OF NE FOUR MILE DRIVE.
10. STREET LOT 'A' TO BE DEDICATED TO THE CITY OF ANKENY AND SHALL BE USED AS PUBLIC STREET RIGHT OF WAY.
11. EFFECTIVE DATE OF FEMA FLOOD HAZARD SHOWN ON PLAT IS FEBRUARY 1, 2019 AS SHOWN ON FLOOD INSURANCE RATE MAP FOR POLK COUNTY, IOWA, MAP NUMBER 19153C0210F.

## CURVE DATA

| CURVE | DELTA | RADIUS | LENGTH | BEARING | CHORD |
|---|---|---|---|---|---|
| C1 | 12°47'27" | 510.00' | 113.85' | N46°43'31"E | 113.62' |
| C2 | 9°43'18" | 905.00' | 153.56' | N57°58'54"E | 153.37' |
| C3 | 27°09'27" | 905.00' | 428.96' | N76°25'17"E | 424.95' |
| C4 | 10°09'20" | 350.00' | 62.04' | N05°04'40"W | 61.96' |
| C5 | 90°31'59" | 25.00' | 39.50' | N44°44'00"W | 35.52' |
| C6 | 89°28'01" | 25.00' | 39.04' | S45°16'00"W | 35.19' |
| C7 | 90°00'00" | 25.00' | 39.27' | N45°00'00"W | 35.36' |
| C8 | 2°59'40" | 380.00' | 19.86' | N01°29'50"W | 19.86' |
| C9 | 10°09'20" | 320.00' | 56.72' | S05°04'40"E | 56.65' |
| C10 | 7°29'45" | 320.00' | 41.86' | S06°24'28"E | 41.83' |
| C11 | 90°00'00" | 25.00' | 39.27' | S45°00'00"W | 35.36' |
| C12 | 1°35'27" | 940.00' | 26.10' | S89°12'16"W | 26.10' |
| C13 | 5°04'29" | 940.00' | 83.26' | S85°52'18"W | 83.23' |
| C14 | 5°04'29" | 940.00' | 83.26' | S80°47'49"W | 83.23' |
| C15 | 5°04'29" | 940.00' | 83.26' | S75°43'20"W | 83.23' |
| C16 | 7°04'30" | 940.00' | 116.07' | S69°38'51"W | 116.00' |
| C17 | 86°43'58" | 25.00' | 37.84' | N70°31'26"W | 34.33' |
| C18 | 48°03'17" | 33.50' | 28.10' | N03°07'49"W | 27.28' |
| C19 | 58°02'53" | 61.50' | 62.31' | N08°07'37"W | 59.68' |
| C20 | 52°22'27" | 61.50' | 56.22' | N63°20'17"W | 54.28' |
| C21 | 52°22'27" | 61.50' | 56.22' | S64°17'17"W | 54.28' |
| C22 | 52°22'27" | 61.50' | 56.22' | N11°54'50"E | 54.28' |
| C23 | 60°56'21" | 61.50' | 65.41' | S44°44'34"E | 62.37' |
| C24 | 45°20'07" | 33.50' | 26.51' | N52°32'40"W | 25.82' |
| C25 | 2°43'10" | 33.50' | 1.59' | S28°31'02"E | 1.59' |
| C26 | 86°43'58" | 25.00' | 37.84' | S16°12'32"W | 34.33' |
| C27 | 6°27'16" | 940.00' | 105.89' | S56°20'53"W | 105.84' |
| C28 | 90°00'00" | 25.00' | 39.27' | N81°52'45"W | 35.36' |
| C29 | 48°03'17" | 33.50' | 28.10' | N12°51'07"W | 27.28' |
| C30 | 25°50'27" | 61.50' | 27.74' | N01°44'42"W | 27.50' |
| C31 | 61°24'10" | 61.50' | 65.91' | N45°22'01"W | 62.80' |
| C32 | 52°22'34" | 61.50' | 56.22' | N77°44'37"E | 54.28' |
| C33 | 52°22'34" | 61.50' | 56.22' | N25°22'03"E | 54.28' |
| C34 | 63°48'30" | 61.50' | 68.49' | S32°43'29"E | 65.01' |
| C35 | 20°18'18" | 61.50' | 21.79' | S74°46'53"E | 21.68' |
| C36 | 48°03'17" | 33.50' | 28.10' | S60°54'24"E | 27.28' |
| C37 | 90°00'00" | 25.00' | 39.27' | S08°07'15"W | 35.36' |
| C38 | 10°12'52" | 545.00' | 97.16' | S48°00'49"W | 97.03' |
| C39 | 1°01'00" | 1265.00' | 22.45' | N51°47'31"W | 22.45' |
| C40 | 4°40'54" | 1135.00' | 92.74' | N49°57'34"W | 92.72' |
| C41 | 4°20'25" | 1135.00' | 85.98' | N45°26'54"W | 85.96' |
| C42 | 8°46'22" | 1135.00' | 173.79' | S38°53'30"E | 173.62' |
| C43 | 2°28'54" | 1135.00' | 49.16' | S33°15'52"E | 49.16' |
| C44 | 4°26'56" | 1257.00' | 97.60' | N37°58'10"W | 97.58' |
| C45 | 1°32'33" | 1240.00' | 33.38' | S43°14'03"E | 33.38' |
| C46 | 3°12'28" | 1240.00' | 69.42' | N40°51'32"W | 69.42' |
| C47 | 10°42'32" | 1240.00' | 231.76' | S37°06'30"E | 231.43' |
| C48 | 0°28'04" | 1160.00' | 9.47' | S31°59'16"E | 9.47' |
| C49 | 19°56'43" | 1160.00' | 403.81' | S42°11'40"E | 401.77' |
| C50 | 20°16'36" | 1135.00' | 401.67' | N42°09'43"W | 399.58' |
| C51 | 0°07'59" | 1160.00' | 2.69' | S52°14'01"E | 2.69' |
| C52 | 85°08'06" | 25.00' | 37.15' | S85°15'55"W | 33.82' |
| C53 | 0°12'31" | 545.00' | 1.98' | N42°48'08"E | 1.98' |
| C54 | 2°34'34" | 1240.00' | 55.75' | N51°00'44"W | 55.75' |
| C55 | 2°44'52" | 1240.00' | 59.47' | N48°21'01"W | 59.46' |
| C56 | 89°26'02" | 25.00' | 39.02' | S02°15'34"E | 35.18' |
| C57 | 4°23'22" | 1240.00' | 95.00' | S44°46'54"E | 94.97' |
| C58 | 5°38'06" | 1265.00' | 124.41' | N45°17'28"W | 124.36' |
| C59 | 0°52'44" | 25.00' | 0.38' | N42°53'49"E | 0.38' |
| C60 | 9°47'03" | 475.00' | 81.11' | N48°13'43"E | 81.02' |
| C61 | 4°20'30" | 870.00' | 65.92' | N55°17'30"E | 65.91' |
| C62 | 5°08'37" | 870.00' | 78.10' | N60°02'03"E | 78.08' |
| C63 | 5°08'37" | 870.00' | 78.10' | N65°10'40"E | 78.08' |
| C64 | 5°30'41" | 870.00' | 83.69' | N70°30'19"E | 83.65' |
| C65 | 5°30'41" | 870.00' | 83.69' | N76°01'00"E | 83.65' |
| C66 | 5°30'41" | 870.00' | 83.69' | N81°31'41"E | 83.65' |
| C67 | 5°31'57" | 870.00' | 84.01' | N87°03'00"E | 83.98' |
| C68 | 0°11'02" | 870.00' | 2.79' | N89°54'29"E | 2.79' |
| C69 | 90°31'59" | 25.00' | 39.50' | S44°44'00"E | 35.52' |
| C70 | 89°28'01" | 25.00' | 39.04' | N45°16'00"E | 35.19' |

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

LOUIS M. KELEHAN 18660

LOUIS M. KELEHAN, P.L.S. DATE
LICENSE NUMBER 18660
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 – 4

PRELIMINARY
NOT FOR CONSTRUCTION

| REVISIONS | DATE |
|---|---|
| | |
| | |
| FOURTH SUBMITTAL | 09/22/22 |
| THIRD SUBMITTAL | 06/24/22 |
| SECOND SUBMITTAL | 06/10/22 |
| FIRST SUBMITTAL | 02/04/22 |

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

ENGINEER: TECH: REVIEW:

CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

THE CROSSINGS AT
DEER CREEK PLAT 15
FINAL PLAT

# THE CROSSINGS AT DEER CREEK PLAT 15

## FINAL PLAT

S50°38'42"E
184.87'
N78°44'04"E
40.76'
N38°29'39"E 222.77'
86.74'
78.56'
137.21'
N20°20'26"E
159.18'
PT. NW1/4
SEC 17-80-23
REZONING
LINE
ZONE 'A' FEMA
FLOOD HAZARD
(MAP LOCATION)
N00°00'00"E
25.00'
S36°33'06"E 533.51'
328.02'
N32°29'20"E 77.97'
N61°37'28"E 332.30'
39.53'
N56°05'15"W
114.60'
75.07'
PRESERVATION
EASEMENT
15.00' OFF-SITE
STORM SEWER
EASEMENT
N66°03'10"W
58.78'
137.16'
S00°28'30"W 352.64'
S32°26'14"W 193.90'
30' SETBACK
N41°19'44"W 148.72'
PT. NW1/4
SEC 17-80-23
N55°10'50"E 294.66'
OUTLOT 'Z'
86573 SF
(STORM WATER
MANAGEMENT
FACILITY)
140.81'
N52°46'12"E 254.67'
150.26'
N51°53'57"W 280.00'
LOT 14
69847 SF
215.43'
LOT 13
39173 SF
PRESERVATION
EASEMENT
45.14'
118.75'
N72°00'00"E 150.33'
STORM WATER
MANAGEMENT
FACILITY EASEMENT
(ALL OF OUTLOT 'Z')
48.42'
15.00'
113.86'
S42°41'22"W
56.89'
23.56'
33.33'
S88°05'47"W
177.75'
N10°08'31"E 299.33'
30' SETBACK
N52°50'57"E 187.90'
142.76'
N26°32'49"W 109.33'
129.74'
30' SETBACK
(1224)
(1219)
C21
C20
N00°00'00"E 22.00'
N51°33'20"E 40.00'
15.00' STORM SEWER &
DRAINAGE EASEMENT
236.26'
198.00'
N38°26'40"W 314.85'
LOT 15
47549 SF
7.00' GAS
EASEMENT
5.00'
P.U.E.
LOT 12
20811 SF
10.00'
DRAINAGE
EASEMENT
N44°00'19"W 102.93'
N51°42'00"E
110.37'
S83°12'16"E
127.07'
S38°26'40"E
51.53'
20.00'
20.00'
(1220)
C22
C19
(1215)
65.00'
53.89'
S51°39'37"E
107.78'
N87°50'55"W 100.17'
S62°50'33"W 235.00'
NE FOUR MILE DRIVE
52.50'
57.87'
61.77'
C45
10.00' P.U.E.
N75°43'37"E 179.91'
N83°42'01"W 186.57'
103.74'
3.22'
C18
170.00'
S67°18'44"W 11.43'
LOT 11
23398 SF
S67°18'44"W
103.59'
S51°39'37"E
8.32'
ACCESS
EASEMENT
N00°00'00"E
88.36'
PRESERVATION
EASEMENT
S38°26'40"E
59.19'
40.00'
DRAINAGE
EASEMENT
20.00'
DRAINAGE
EASEMENT
REZONING
LINE
15.00' STORM SEWER &
DRAINAGE EASEMENT
C23
(1216)
LOT 16
16409 SF
C24
10.00'
P.U.E.
(1211)
7.00' GAS
EASEMENT
30' SETBACK
C46
S00°00'00"E
48.25'
S38°26'40"E
40.41'
S00°00'00"E
48.25'
78.59'
C25
N62°50'33"E
139.96'
90.00'
N62°50'33"E
176.42'
30' SETBACK
91.49'
N16°48'54"W 209.81'
80.00' ROW
C44
Δ=12°15'05"
L=265.15'
R=1240.00'
CH=264.64'
CHB=N37°52'47"W
(M&R)
S58°25'19"W 104.45'
N49°45'06"W 104.06'
N38°26'40"W
367.65'
15.00'
STORM
SEWER &
DRAINAGE
EASEMENT
S74°36'56"E
67.79'
LOT 17
12600 SF
30' SETBACK
(1212)
88.41'
LOT 10
15139 SF
LOT 8
20112 SF
C47
THE CROSSINGS AT
DEER CREEK PLAT 7
OUTLOT 'Z'
10.00'
P.U.E.
S38°26'40"E
87.92'
S75°09'03"W 29.56'
N48°51'05"E
10.01'
30' SETBACK
LOT 23
61288 SF
N13°55'54"E
150.00'
10.00'
STORM
SEWER &
DRAINAGE
EASEMENT
30' SETBACK
S27°09'27"E 104.79'
90.00'
30' SETBACK
60.00' ROW
30.00'
30.00'
NE WINDING TRAIL COURT
90.00'
(1207)
30' SETBACK
N62°50'33"E
160.00'
10.00'
DRAINAGE
EASEMENT
118.32'
40.00' DRAINAGE
EASEMENT
15.00'
DRAINAGE
EASEMENT
15.00' STORM SEWER &
DRAINAGE EASEMENT
LOT 22
16560 SF
S62°50'33"W
140.00'
5.00'
P.U.E.
LOT 18
12600 SF
(1208)
90.00'
S27°09'27"E 390.00'
LOT 9
16000 SF
(3512)
C15
N48°51'05"E 284.48'
139.20'
S48°51'05"W 191.54'
30' SETBACK
(1213)
(1209)
N53°07'15"E
130.79'
75.21'
N27°09'27"W
90.00'
77.69'
(1203)
30' SETBACK
(3508)
C48
N31°45'14"W
81.41'(M&R)
10.00'
P.U.E.
REZONING
LINE
LOT 24
83071 SF
10.00'
P.U.E.
(1214)
C33
C32
C31
S62°50'33"W 140.00'
82.50'
(1204)
LOT 19
14897 SF
10.00'
DRAINAGE
C17
C16
NE 12TH STREET
STREET LOT 'A'
190561 SF
N
SCALE
0'
20'
40'
80'
1" = 40' (FULL SIZE)

FILE: H:\2022\2201003\DWG\C3D'S\2201003-FINAL PLAT.DWG
FILE DATE: 10/16/23
DATE PLOTTED: 10/16/2023 4:05 PM
PLOTTED BY: LOUIS KELEHAN
COMMENT: DWG
TECH:

| DATE | REVISIONS |
|---|---|
| 09/22/22 | FOURTH SUBMITTAL |
| 06/24/22 | THIRD SUBMITTAL |
| 06/10/22 | SECOND SUBMITTAL |
| 02/04/22 | FIRST SUBMITTAL |

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

ENGINEER: TECH: REVIEW:

CIVIL DESIGN ADVANTAGE

ANKENY, IOWA

**THE CROSSINGS AT DEER CREEK PLAT 15 FINAL PLAT**

2/4

2201.003

# THE CROSSINGS AT DEER CREEK PLAT 15

## FINAL PLAT

LOT 5
17569 SF
LOT 6
13744 SF
LOT 7
19067 SF
LOT 8
20112 SF
LOT 9
16000 SF
LOT 10
15139 SF
LOT 11
23398 SF
LOT 16
16409 SF
LOT 17
12600 SF
LOT 18
12600 SF
LOT 19
14897 SF
LOT 20
14991 SF
LOT 21
12359 SF
LOT 22
16560 SF
LOT 23
61288 SF
LOT 24
83071 SF
LOT 25
17081 SF
LOT 26
12944 SF
LOT 27
14479 SF
LOT 28
9331 SF
LOT 29
9100 SF
LOT 30
9100 SF
LOT 31
9120 SF
LOT 32
9512 SF
LOT 33
9788 SF
LOT 34
10067 SF
LOT 35
11159 SF
LOT 36
11575 SF
LOT 37
11997 SF
LOT 38
12362 SF
LOT 39
12300 SF
STREET LOT 'A'
190561 SF
OUTLOT 'Y'
10526 SF
(LANDSCAPE BUFFER)
OUTLOT 'X'
2919 SF
(LANDSCAPE BUFFER)
NE 12TH STREET
NE WINDING TRAIL COURT
NE VISTA COURT
NE FOUR MILE DRIVE
60.00' ROW
30.00'
30.00'
70.00' ROW
35.00'
35.00'
80.00' ROW
S82°47'04"E 93.84'
S20°12'40"E 51.02'
N79°50'40"E 262.11'
S67°18'44"W 11.43'
S67°18'44"W 103.59'
S51°39'37"E 8.32'
S82°47'04"E 90.55'
S20°12'40"E 53.32'
N79°50'40"E 210.34'
97.35'
104.76'
N75°43'37"E 179.91'
N83°42'01"W 186.57'
103.74'
S38°26'40"E 59.19'
20.00' DRAINAGE EASEMENT
40.00' DRAINAGE EASEMENT
REZONING LINE
S00°00'00"E 48.25'
S00°00'00"E 48.25'
S38°26'40"E 40.41'
N38°26'40"W 367.65'
N49°45'06"W 104.06'
S38°26'40"E 87.92'
S75°09'03"W 29.56'
40.00' DRAINAGE EASEMENT
N48°51'05"E 10.01'
15.00' DRAINAGE EASEMENT
N48°51'05"E 284.48'
S48°51'05"W 191.54'
N48°51'05"E 25.31'
N89°10'46"E 184.63'
15.00' STORM SEWER & DRAINAGE EASEMENT
15.00' STORM & DRAINAGE EASEMENT
78.59'
S74°36'56"E 67.79'
N62°50'33"E 139.96'
N13°55'54"E 150.00'
10.00' STORM SEWER & DRAINAGE EASEMENT
15.00' STORM SEWER & DRAINAGE EASEMENT
139.20'
S27°09'27"E 104.79'
90.00'
S62°50'33"W 140.00'
5.00' P.U.E.
S62°50'33"W 140.00'
N53°07'15"E 130.79'
N27°09'27"W 90.00'
75.21'
11.65'
10.00' DRAINAGE EASEMENT (LOTS 20–21)
N53°07'15"E 144.14'
N32°32'51"W 119.96'
108.31'
38.34'
83.00'
110.96'
S36°52'45"E 252.00'
42.98'
78.37'
N53°07'15"E 138.45'
S53°07'15"W 150.07
1.66'
N53°07'15"E 56.66'
N53°07'15"E 165.96'
15.00' STORM SEWER EASEMENT
7.00' GAS EASEMENT
10.00' P.U.E.
8.00'
88.41'
90.00'
82.50'
3.22'
170.00'
90.00'
N62°50'33"E 176.42'
N62°50'33"E 160.00'
91.49
N16°48'54"W 209.81'
118.32
77.69'
S27°09'27"E 390.00'
N11°44'25"W 224.97'
N06°39'56"W 148.29'
N01°35'27"W 158.52'
95.15'
52.64'
7.00' GAS EASEMENT
N90°00'00"E 107.64'
72.21'
S05°42'59"E 161.14'
S11°13'39"E 154.42'
S00°00'00"E 164.00'
S00°00'00"E 164.00'
S16°44'20"E 147.48'
S21°15'01"E 142.72'
S27°23'38"E 138.43'
S32°32'15"E 134.51'
S36°52'45"E 130.67'
S36°52'45"E 130.00'
S36°52'45"E 130.00'
S36°52'45"E 130.00'
70.00'
70.00'
70.00'
70.00'
70.00'
64.61'
25.12'
5.00'X 20.00' P.U.E.
5.00' P.U.E.
10.00' DRAINAGE EASEMENT (LOTS 29–34)
10.00' STORM SEWER & DRAINAGE EASEMENT
15.00' DRAINAGE EASEMENT
15.00' STORM SEWER & DRAINAGE EASEMENT
14.70'
75.00'
2.36'
19.03'
10.92'
15.93'
11.10'
1.71'
S88°35'38"W 81.42'(M&R)
54.19'
27.23'
40.59'
S81°44'08"W 86.55'(M&R)
69.49'
S74°09'31"W 86.55'(M&R)
67.52'
S66°47'13"W 81.88'(M&R)
46.68'
35.20'
S59°37'13"W 81.88'(M&R)
30.88'
51.00'
S53°46'13"W 74.83'(M&R)
58.90'
S53°07'15"W 240.83'(M&R)
Δ=20°32'46"
L=415.98'
R=1160.00'
CH=413.75'
CHB=N42°01'38"W
(M&R)
Δ=9°42'48"
L=210.22'
R=1240.00'
CH=209.96'
CHB=N47°26'37"W
(M&R)
30' SETBACK
(1201) (1202) (1203) (1204) (1205) (1206) (1207) (1208) (1209) (1210) (1211) (1212) (1213) (1214) (1216)
(3401) (3402) (3405) (3409) (3413) (3414) (3417) (3418) (3503) (3507) (3508) (3511) (3512) (3515) (3516) (3519) (3520) (3523) (3601) (3602)
C1 C2 C3 C9 C11 C12 C13 C14 C15 C16 C17 C18 C23 C24 C25 C26 C27 C28 C29 C30 C31 C32 C33 C34 C35 C36 C37 C38 C39 C40 C41 C42 C43 C48 C49 C50 C51 C52 C53 C54 C55 C56 C57 C58 C59 C60 C61 C62 C63 C64 C65 C66 C67 C68
SEE DETAIL 'A'
EXISTING 10.00' P.U.E. BK18173, PG 616
EXISTING STORM SEWER EASEMENT BK18173, PG623
EXISTING 10.00' P.U.E. BK18173, PG616
EXISTING 7.00' GAS EASEMENT BK18173, PG613
NW COR, OUTLOT 'Z' THE CROSSINGS AT DEER CREEK PLAT 8
OUTLOT 'Z'
OUTLOT 'Y'
THE CROSSINGS AT DEER CREEK PLAT 7
THE CROSSINGS AT DEER CREEK PLAT 8
LOT 25 LOT 26 LOT 27 LOT 28 LOT 29 LOT 30 LOT 31 LOT 32 LOT 33 LOT 34 LOT 35
DETAIL 'A'
OUTLOT 'Y'
STREET LOT 'A'
C51
C52
N
SCALE
0' 20' 40' 80'
1" = 40' (FULL SIZE)

REVISIONS

| REVISIONS | DATE |
|---|---|
| | |
| | |
| FOURTH SUBMITTAL | 09/22/22 |
| THIRD SUBMITTAL | 06/24/22 |
| SECOND SUBMITTAL | 06/10/22 |
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CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:
TECH:
REVIEW:

THE CROSSINGS AT DEER CREEK PLAT 15
FINAL PLAT
ANKENY, IOWA

3/4
2201.003

FILE: H:\2022\2201003\DWG\CD'S\2201003–FINAL PLAT.DWG
FILE DATE: 10/16/23 DATE PLOTTED: 10/16/2023 4:05 PM COMMENT:
PLOTTED BY: LOUIS KELEHAN TECH: ENG:

# THE CROSSINGS AT DEER CREEK PLAT 15

## FINAL PLAT

N1/4 COR
SEC 17-80-23
FND MAG NAIL
BK18970, PG913
PT. NW1/4
SEC 17-80-23
PARCEL 2022-66
PT. NE1/4 SEC 17-80-23
BK19079, PG487
LOT 11
23398 SF
LOT 10
15139 SF
LOT 9
16000 SF
LOT 8
20112 SF
LOT 7
19067 SF
LOT 6
13744 SF
LOT 5
17569 SF
LOT 4
14327 SF
LOT 3
11200 SF
LOT 2
14354 SF
LOT 1
15376 SF
LOT 33
9788 SF
LOT 34
10067 SF
LOT 35
11159 SF
LOT 36
11575 SF
LOT 37
11997 SF
LOT 38
12362 SF
LOT 39
12300 SF
LOT 40
12300 SF
LOT 41
11480 SF
LOT 42
11480 SF
LOT 43
12545 SF
LOT 44
9473 SF
LOT 45
10438 SF
LOT 46
14032 SF
STREET LOT 'A'
190561 SF
NE 12TH STREET
NE WINDING TRAIL COURT
NE MEADOW LANDING DRIVE
NE MEADOW CROSSING DRIVE
NE 11TH STREET
THE CROSSINGS AT DEER CREEK PLAT 8
S51°39'37"E 107.78'
S82°47'04"E 93.84'
S20°12'40"E 51.02
N79°50'40"E 262.11'
N90°00'00"E 287.90'
S89°28'01"E 60.00'
S00°31'59"W 35.33'
S89°28'01"E 150.00'
N00°31'59"E 1932.68'(M&R)
S00°31'59"W 336.73'
N90°00'00"W 674.93'(M&R)
S88°35'38"W 81.42'(M&R)
S81°44'08"W 86.55'(M&R)
S74°09'31"W 86.55'(M&R)
S66°47'13"W 81.88'(M&R)
S59°37'13"W 81.88'(M&R)
S27°09'27"E 390.00'
Δ=7°09'41"
L=47.50'
R=380.00'
CH=47.46'
CHB=S06°34'30"E
60.00' ROW
70.00' ROW
30' SETBACK
10.00' DRAINAGE EASEMENT
10.00' P.U.E.
5.00' P.U.E.
7.00' GAS EASEMENT
15.00' STORM SEWER & DRAINAGE EASEMENT
15.00' DRAINAGE EASEMENT
10.00' DRAINAGE EASEMENT (LOTS 29-34)
5.00'X 20.00' P.U.E.
30.00' OFF-SITE SANITARY SEWER EASEMENT
EXISTING 10.00' P.U.E. BK18173, PG616
EXISTING 7.00' GAS EASEMENT BK18173 PG613
EXISTING 10.00' DRAINAGE EASEMENT BK18173, PG620
POINT OF BEGINNING
NE COR, THE CROSSINGS AT DEER CREEK PLAT 8
N90°00'00"E 107.64'
N90°00'00"E 345.76'
N90°00'00"E 180.01'
N00°31'59"E 174.73'
N00°31'59"E 199.01'
N00°00'00"E 155.15'
N
SCALE
0' 20' 40' 80'
1" = 40' (FULL SIZE)

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

ENGINEER: TECH: REVIEW:

| REVISIONS | DATE |
|---|---|
| FOURTH SUBMITTAL | 09/22/22 |
| THIRD SUBMITTAL | 06/24/22 |
| SECOND SUBMITTAL | 06/10/22 |
| FIRST SUBMITTAL | 02/04/22 |

THE CROSSINGS AT DEER CREEK PLAT 15
FINAL PLAT
ANKENY, IOWA

4/4
2201.003

FILE: H:\2022\2201003\DWG\CD'S\2201003-FINAL PLAT.DWG
FILE DATE: 10/16/23 DATE PLOTTED: 10/16/2023 4:05 PM
PLOTTED BY: LOUIS KELEHAN TECH:
COMMENT:
ENG:

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a Development Agreement with Deer Creek Estates, LLC concerning the reimbursement of fifty percent (50%) of the costs related to traffic signal construction, fifty percent (50%) of the costs related to westbound left turn lane construction, one hundred percent (100%) of the costs related to eastbound left turn lane construction, and twenty five percent (25%) for engineering design related costs associated with the development of The Crossings at Deer Creek Plat 15.

EXECUTIVE SUMMARY:

The associated traffic impact study concludes that a traffic signal and other traffic related improvements are warranted due to the traffic generated from the Deer Creek development.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

## PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution |
| 🗋 Development Agreement |

**WHEN RECORDED RETURN TO:**

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Bryan Morrissey, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3551

# RESOLUTION

## RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT WITH DEER CREEK ESTATES, LLC, CONCERNING THE REIMBURSEMENT OF FIFTY PERCENT (50%) OF THE COSTS RELATED TO TRAFFIC SIGNAL CONSTRUCTION, FIFTY PERCENT (50%) OF THE COSTS RELATED TO WESTBOUND LEFT TURN LANE CONSTRUCTION, ONE HUNDRED PERCENT (100%) OF THE COSTS RELATED TO EASTBOUND LEFT TURN LANE CONSTRUCTION, AND TWENTY FIVE PERCENT (25%) FOR ENGINEERING DESIGN RELATED COSTS ASSOCIATED WITH THE DEVELOPMENT OF THE CROSSINGS AT DEER CREEK PLAT 15

**WHEREAS**, City staff and Deer Creek Estates, LLC, have entered into a development agreement that outlines certain terms and conditions to share the costs of a future traffic signal, a westbound left turn lane, an eastbound left turn lane, and engineering related costs at the intersection of NE 29th Street and E 1st Street, associated with the development of The Crossings at Deer Creek Plat 15.

**WHEREAS**, City staff and Deer Creek Estates, LLC, have agreed to said terms and conditions outlined in said development agreement, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Mayor is hereby authorized to sign a development agreement on behalf of the City of Ankeny, Iowa, with Deer Creek Estates, LLC, for costs related to traffic signal construction, westbound left turn lane construction, eastbound left turn lane construction, and engineering related costs at the intersection of NE 29th Street and E 1st Street, associated with the development of The Crossings at Deer Creek Plat 15.

**PASSED AND APPROVED** this 20th day of May, 2024.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Diane Klemme, Deputy City Clerk

**WHEN RECORDED RETURN TO:**
Michelle Yuska, City Clerk
City of Ankeny
410 W. First St
Ankeny, IA 50023

Preparer Information: Mitchell Wedell, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 515-963-3523

**SPACE ABOVE THIS LINE FOR RECORDER**

# DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ANKENY, IOWA, AND DEER CREEK ESTATES, LLC

**WHEREAS**, the City of Ankeny, Iowa (hereinafter the "City") has received construction plans and an amended traffic impact study from Deer Creek Estates LLC (hereinafter collectively the "Developer") regarding public improvements for The Crossings at Deer Creek Plat 15 (hereinafter the "Project); and

**WHEREAS**, the September 22, 2022 Deer Creek Development Traffic Impact Study Update ("Current Traffic Study") shows that additional traffic generated from the Deer Creek development will reduce the level of service and increase vehicle delays at the intersection of NE 29th Street and E 1st Street (the "Intersection"). The traffic generated from the Project will also require a westbound left-turn lane with 150 feet of storage on E 1st Street at the Intersection (the "Developer Related Improvement") and a eastbound left turn lane with 50 feet of storage on E 1st Street at the Intersection (the "City Related Improvement"); and

**WHEREAS**, the Current Traffic Study contemplates that a temporary span wire traffic signal (the "Traffic Signal"), the Developer Related Improvement, and City Related Improvement are warranted at the Intersection due to the traffic generated from the Deer Creek development; and

**WHEREAS**, the Traffic Signal, Developer Related Improvement, and City Related Improvement are not currently programmed into the City's current five-year Capital Improvement Program ("CIP"); and

**WHEREAS**, the City is agreeable to share in the costs of the Traffic Signal construction, the Developer Related Improvement, the City Related Improvement, and the engineering design and construction observation costs as shown on Exhibit A; and

**WHEREAS**, Developer has agreed that the Developer and its engineers will design and bid the project and construct the Traffic Signal, Developer Related Improvement, and City Related Improvement at the Intersection according to the plans approved by the City;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties contained herein, the Developer and the City hereby agree as follows:

1. The Developer will design, bid and construct the Traffic Signal, Developer Related Improvement, and City Related Improvement at the Intersection and will have the construction completed and public improvements accepted prior to the City's final acceptance of the Project.

2. The Developer agrees to provide the City with any right-of-way, permanent easement, and/or temporary construction easements (the "Right of Way") necessary for any street, public utility, pedestrian ramp, signal improvements, or other improvements needed to complete the Project. The Right of Way shall be provided at no cost to the City.

3. The City agrees to reimburse the Developer fifty percent (50%) of the cost of the Traffic Signal construction costs, not to exceed $75,000.00, and to reimburse the Developer fifty percent (50%) for the cost of the Developer Related Improvement, not to exceed $178,500.00, and to reimburse the Developer one hundred percent (100%) for the cost of the City Related Improvement construction cost, not to exceed $34,500.00, and to reimburse the Developer twenty-five percent (25%) for the engineering design and construction observation cost, not to exceed $19,000.00, as the City's contribution to the Traffic Signal, Developer Related Improvement, City Related Improvement, and engineering design and construction observation cost within thirty (30) days after the public improvements for the Project, including the traffic signal, have been completed and accepted by the City Council. The maximum total amount that the City will reimburse the Developer for the Traffic Signal, Developer Related Improvement, City Related Improvement, and engineering design and construction observation cost is $307,000.00.

4. Developer agrees the City reimbursement payment will be based on the Developer's actual final paid invoices, up to the maximum amount stated in paragraph 3. The Developer shall provide the City with proof of payment for all construction and design related costs prior to the City making the reimbursement payment to the Developer.

5. This Agreement shall be governed by the laws of the State of Iowa.

6. In the event a party hereto fails to pay its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, the other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 30 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

7. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.

8. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by the Developer and the City Council of the City of Ankeny, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of the Developer and the City.

9. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.

10. The Developer agrees that this Development Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council and shall be binding on any and all subsequent titleholders, transferees and assignees.

**City:**

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Attn.: Don Clark, PE

**Deer Creek Estates, LLC:**

Deer Creek Estates, LLC
160 Adventureland Drive NW
Altoona, IA 50009
Attn.: Brad Skinner

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or the Developer shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the 19th day of October, 2023.

**DEER CREEK ESTATES, LLC**

By: Brad Skinner
Brad Skinner, Co-Manager

**CITY OF ANKENY, IOWA**

By: ______________________________
Mark E. Holm, Mayor

By: ______________________________
Michelle Yuska, City Clerk

**STATE OF IOWA, COUNTY OF POLK, ss:**

On the 19th day of October, 2023, before me, a Notary Public in and for said County and State personally appeared, Brad Skinner, to me personally known, who being by me duly sworn, did say that he is the Manager of Deer Creek Estates, LLC, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the corporation, by it and by them voluntarily executed.

Sara J Rooker
Notary Public in and for said State of Iowa

SARA J. ROOKER
Commission Number 184733
My Commission Expires
May 15, 2026

**STATE OF IOWA, COUNTY OF POLK, ss:**

On the ______ day of ____________________, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **MARK E. HOLM** and **MICHELLE YUSKA**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the _____ day of _____________, 2023, and the said **MARK E. HOLM** and **MICHELLE YUSKA** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

______________________________
Notary Public in and for the State of Iowa

# Exhibit A

***Opinion of Cost for***
***1st Street & NE 29th St Traffic Signal and Left Turn Lane***
***Ankeny, Iowa***
***10/17/2023***

| | | | | | EB Left Turn | | WB Left Turn Lane | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| No. | Item Code | Description | Unit | Unit Price | Quantity | Price | Quantity | Price | Quantity | Extended Price |
| 1 | 2010-D-1 | Topsoil, On-site | CY | $40.00 | 51 | $2,040.00 | 536 | $21,440.00 | 587 | $23,480.00 |
| 2 | 2010-E | Excavation, Class 10, Borrow | CY | $20.00 | | | 498 | $9,960.00 | 498 | $9,960.00 |
| 3 | 2010-E | Excavation, Class 10, Furnish | CY | $40.00 | 259 | $10,360.00 | 539 | $21,560.00 | 798 | $31,920.00 |
| 4 | 2010-G | Subgrade Preparation | SY | $10.00 | 185 | $1,850.00 | 1,025 | $10,250.00 | 1210 | $12,100.00 |
| 5 | 2010-J | Subbase, Granular Shoulder(GRAD #11), 6" Depth | SY | $21.25 | 32 | $680.00 | 99 | $2,103.75 | 131 | $2,783.75 |
| 6 | 2010-K-1 | Removal of Structure, 36" CMP Apron | EA | $550.00 | | | 2 | $1,100.00 | 2 | $1,100.00 |
| 7 | 2010-M | Compaction Testing | LS | $2,000.00 | | | 1 | $2,000.00 | 1 | $2,000.00 |
| 8 | 4030-A-1 | Pipe Culvert, Trenched, CMP, 36" | LF | $295.00 | | | 44 | $12,980.00 | 44 | $12,980.00 |
| 9 | 4030-B | Pipe Apron,CMP, 36" | EA | $2,350.00 | | | 2 | $4,700.00 | 2 | $4,700.00 |
| 10 | 6010-A | Manhole, SW-401, 60" | EA | $7,200.00 | | | 1 | $7,200.00 | 1 | $7,200.00 |
| 11 | 7020-A | Pavement, Asphalt, Base layer, 3/4", PG 58-28S, No friction requirement | TON | $150.00 | 47 | $7,050.00 | 248 | $37,200.00 | 295 | $44,250.00 |
| 12 | 7020-A | Pavement, Asphalt, Intermediate layer, 1/2", PG 58-28S, No friction requirement | TON | $140.00 | 45 | $6,300.00 | 240 | $33,600.00 | 285 | $39,900.00 |
| 13 | 7020-A | Pavement, Asphalt, Surface layer, 1/2", PG 58-28S, No friction requirement | TON | $126.00 | 21 | $2,646.00 | 146 | $18,396.00 | 167 | $21,042.00 |
| 14 | 7040-G | Milling | SY | $18.00 | | | 269 | $4,842.00 | 269 | $4,842.00 |
| 15 | 8010-A | Traffic Signal | LS | $150,000.00 | | | 1 | $150,000.00 | 1 | $150,000.00 |
| 16 | 8020-C | Painted Pavement Markings, Durable | STA | $115.00 | 3.55 | $408.25 | 74.44 | $8,560.60 | 78 | $8,968.85 |
| 17 | 8020-G | Painted Symbols and Legends, Durable | EA | $350.00 | 1 | $350.00 | 2 | $700.00 | 3 | $1,050.00 |
| 18 | 8020-M | Grooves Cut for Pavement Markings | STA | $150.00 | 3.00 | $450.00 | 69 | $10,350.00 | 72 | $10,800.00 |
| 19 | 8020-N | Grooves Cut for Symbols and Legends | EA | $250.00 | 1 | $250.00 | 2 | $500.00 | 3 | $750.00 |
| 20 | 8020-K | Pavement Markings Removed | STA | $225.00 | | | 16 | $3,600.00 | 16 | $3,600.00 |
| 21 | 8030-A | Temporary Traffic Control | LS | $15,000.00 | | | 1 | $15,000.00 | 1 | $15,000.00 |
| 22 | 8040-B | Traffic Signs | SF | $50.00 | | | 42 | $2,100.00 | 42 | $2,100.00 |
| 23 | 8040-C | Wood Posts | LF | $25.00 | | | 45 | $1,125.00 | 45 | $1,125.00 |
| 24 | 8040-I | Remove and Reinstall Traffic Signs | EA | $500.00 | | | 1 | $500.00 | 1 | $500.00 |
| 25 | 8040-J | Remove and Salvage Traffic Sign Assembly | EA | $500.00 | | | 2 | $1,000.00 | 2 | $1,000.00 |
| 26 | 9010-B | Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Rural Seed | AC | $3,000.00 | 0.07 | $210.00 | 0.93 | $2,790.00 | 1 | $3,000.00 |
| 27 | 11,010-A | Construction Survey | LS | $15,000.00 | | | 1 | $15,000.00 | 1 | $15,000.00 |
| 28 | 11,020-A | Mobilization | LS | $50,000.00 | | | 1 | $50,000.00 | 1 | $50,000.00 |
| 29 | 11,030-A | Maintenance of Postal Service | LS | $1,000.00 | | | 1 | $1,000.00 | 1 | $1,000.00 |

| | | EB Left Turn | WB Left Turn Lane | Total |
|---|---|---|---|---|
| Subtotal | | $32,594.25 | $449,557.35 | $482,151.60 |
| Contingency | 5% | $1,600.00 | $22,500.00 | $24,100.00 |
| MidAmerican Electrical Relocation | | | $34,427.81 | $34,427.81 |
| **Construction Total** | | **$34,194.25** | **$506,485.16** | **$540,679.41** |

| **Project Totals for Development Agreement** | | | **CITY** | | **DEVELOPER** | | **TOTAL** |
|---|---|---|---|---|---|---|---|
| City Related Improvement | 100% City | | $34,194.25 | | | | $34,194.25 |
| Developer Related Improvement | 50% / 50% | | $178,242.58 | | $178,242.58 | | $356,485.16 |
| Traffic Signal | 50% / 50% | | $75,000.00 | | $75,000.00 | | $150,000.00 |
| Engineering Design | 10% | of Total | $12,500.00 | (25% City) | $37,500.00 | (75% Dev) | $50,000.00 |
| Construction Observation | 5% | of Total | $6,250.00 | (25% City) | $18,750.00 | (75% Dev) | $25,000.00 |
| | | | **$306,186.83** | | **$309,492.58** | | **$615,679.41** |

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting acquisition plat, warranty deed to streets, and easements associated with The Crossings at Deer Creek Plat 15.

EXECUTIVE SUMMARY:

Additional street right-of-way is needed for the traffic related improvements associated with the Crossings at Deer Creek Plat 15.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution |
| 🗋 Acquisition Plat |
| 🗋 Warranty Deed |

**WHEN RECORDED RETURN TO:**

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Bryan Morrissey, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3551

# RESOLUTION

## RESOLUTION ACCEPTING ACQUISITION PLAT, WARRANTY DEED TO STREETS, AND EASEMENTS ASSOCIATED WITH THE CROSSINGS AT DEER CREEK PLAT 15

**WHEREAS**, the Plan and Zoning Commission of the City of Ankeny, Iowa, approved the The Crossings at Deer Creek Plat 15 on the 21st day of June 2022; and

**WHEREAS**, the acquisition plat, warranty deed to streets, and platted easements have been submitted and approved by the City Engineer and the Director of Community Development of the City of Ankeny, Iowa.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa:

1. That the acquisition plat is hereby accepted; and
2. That the warranty deed to streets is hereby accepted; and
3. That the public storm sewer and drainage easement, public guy anchor easements, and public temporary construction easement are hereby accepted.

**PASSED AND APPROVED** this 20th day of May, 2024.

Mark E. Holm, Mayor

**ATTEST:**

Diane Klemme, Deputy City Clerk

## INDEX LEGEND

| | |
|---|---|
| LOCATION: | PT. OUTLOT 'Y', TREASURE ACRES PLAT 1<br>POLK COUNTY, IOWA |
| REQUESTOR: | HOPE K FARMS LLC |
| PROPRIETOR: | HOPE K FARMS LLC<br>4500 WESTOWN PKWY STE 227<br>WEST DES MOINES, IA 50266-6742 |
| SURVEYOR: | MICHAEL A. BROONER |
| SURVEYOR COMPANY: | CIVIL DESIGN ADVANTAGE |
| PREPARED BY & RETURN TO: | CIVIL DESIGN ADVANTAGE<br>4121 NW URBANDALE DRIVE<br>URBANDALE, IOWA 50322<br>PH: 515-369-4400 |

# ACQUISITION PLAT

## AREA SUMMARY

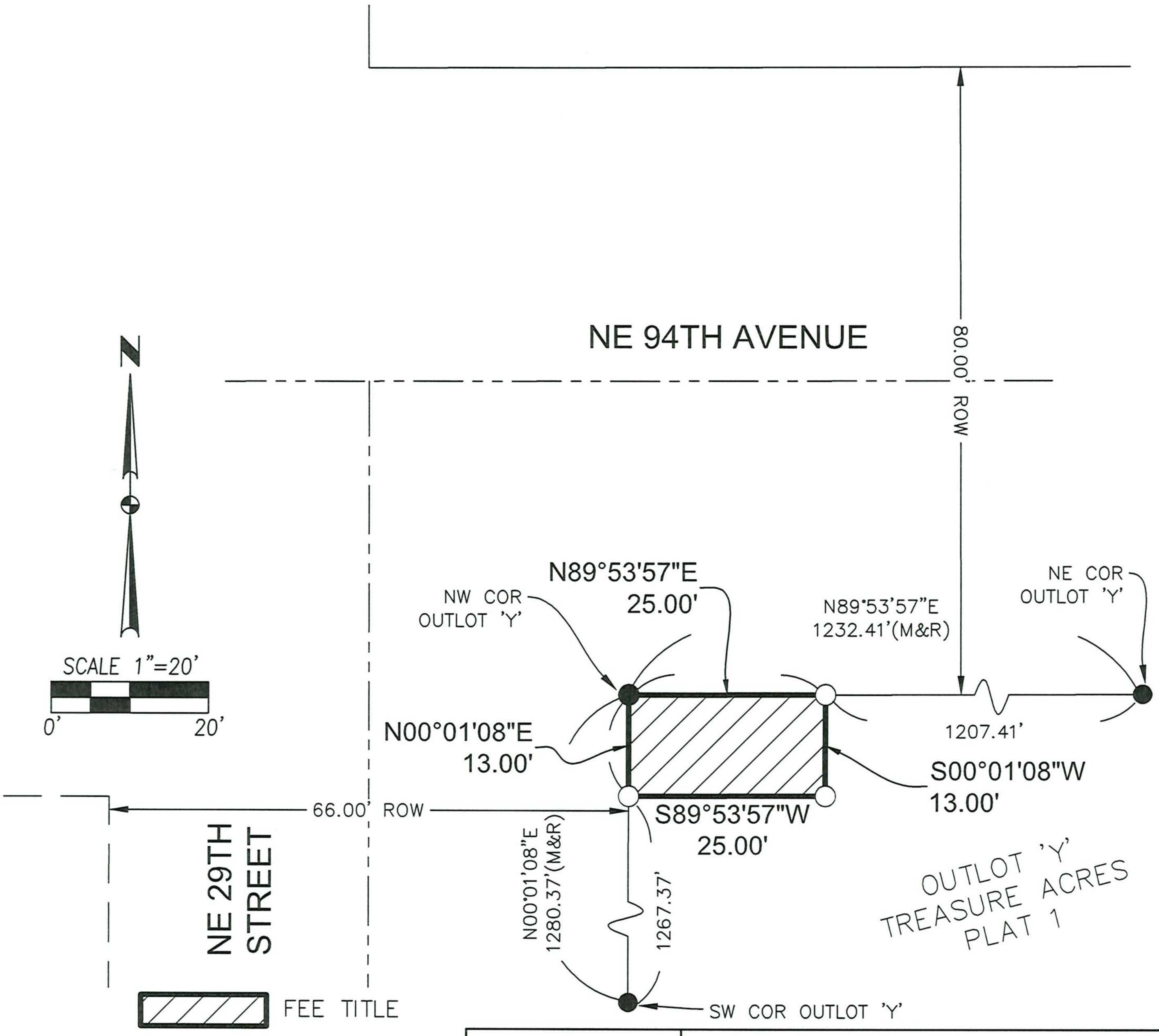
0.01 ACRES (325 S.F.)

## DATE OF SURVEY

OCTOBER 13, 2023

## LEGAL DESCRIPTION

THE NORTHERLY 13.00 FEET OF THE WESTERLY 25.00 FEET OF OUTLOT 'Y', TREASURE ACRES PLAT 1, AN OFFICIAL PLAT IN POLK COUNTY, IOWA.



NE 94TH AVENUE
80.00' ROW
N
SCALE 1"=20'
0'
20'
NW COR OUTLOT 'Y'
N89°53'57"E 25.00'
N89°53'57"E 1232.41'(M&R)
NE COR OUTLOT 'Y'
1207.41'
N00°01'08"E 13.00'
S00°01'08"W 13.00'
66.00' ROW
S89°53'57"W 25.00'
NE 29TH STREET
N00°01'08"E 1280.37'(M&R)
1267.37'
OUTLOT 'Y' TREASURE ACRES PLAT 1
SW COR OUTLOT 'Y'
FEE TITLE

## LEGEND

| | FOUND | SET |
|---|---|---|
| SECTION CORNER AS NOTED | ▲ | △ |
| 1/2" REBAR, CAP #15980 (UNLESS OTHERWISE NOTED) | ● | ○ |
| MEASURED BEARING & DISTANCE | M | |
| RECORDED BEARING & DISTANCE | R | |
| DEEDED BEARING & DISTANCE | D | |
| ARC LENGTH | AL | |
| CENTERLINE | ——— – ——— | |
| SECTION LINE | ——— – – ——— | |
| EASEMENT LINE | — — — — — — | |

MICHAEL A. BROONER
15980

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.

Mike Brooner 12-1-2023

MICHAEL A. BROONER, P.L.S. DATE

LICENSE NUMBER 15980
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

FILE: H:\2022\2201003\DWG\2201003-ACQUISITION PLAT.DWG
FILE DATE: 10/13/23 DATE PLOTTED: 10/13/2023 9:32 AM
PLOTTED BY: JON ERDAHL:

NE 29TH STREET AND NE 94TH AVENUE SIGNAL POLE
PT. OUTLOT 'Y', TREASURE ACRES PLAT 1

REVISION:

2201.003

CIVIL DESIGN ADVANTAGE

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

# WARRANTY DEED

**Preparer Information:**
Bryan M. Loya
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

**Taxpayer Information:**
City of Ankeny
City Hall
410 W First Street
Ankeny, Iowa 50021

**Return Document To:**
Wilson & Egge, P.C.
222 N.W. Sunrise Drive
Waukee, Iowa 50263

**Grantor:**
Hope K. Farms, LLC

**Grantee:**
City of Ankeny, Iowa

**Legal Description:**
See Exhibit 'A'.

**Document or instrument number of previously recorded documents:**
N/A

# WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: In consideration of the sum of ONE Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Hope K. Farms, LLC, an Iowa limited liability company, hereby conveys unto the City of Ankeny, Iowa, the following described real estate, situated in Polk County, Iowa:

See Exhibit 'A'.

SUBJECT TO ALL COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

THERE IS NO KNOWN PRIVATE BURIAL SITE, WELL, SOLID WASTE DISPOSAL SITE, UNDERGROUND STORAGE TANK, HAZARDOUS WASTE, OR PRIVATE SEWAGE DISPOSAL SYSTEM ON THE PROPERTY AS DESCRIBED IN IOWA CODE SECTION 558.69, AND THEREFORE THE TRANSACTION IS EXEMPT FROM THE REQUIREMENT TO SUBMIT A GROUNDWATER HAZARD STATEMENT.

Consideration less than $500.00; no transfer tax required.

Grantor does hereby covenant with grantee, and its successors in interest, that said grantor holds fee title to the real estate; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be above stated; and it covenants to warrant and defend said real estate against the lawful claims of all persons, except as may be above stated.

Each of the undersigned relinquishes all rights of dower, homestead and distributive share in and to such real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated _______________, 2023.

HOPE K. FARMS, LLC

10/27/2023

By: Reza Kargarzadeh, Manager

STATE OF IOWA )
)SS:
COUNTY OF Polk )

This record was acknowledged before me on this 6 day of Dec, 2023, by Reza Kargarzadeh, Manager of Hope K. Farms, LLC.

JOHN L INMAN
Notarial Seal - Iowa
Commission # 773460
My Commission Expires 7-13-24

Notary Public in and for Said State
My commission expires 7-13-24

EXHIBIT ‘A’

INDEX LEGEND

| | |
|---|---|
| LOCATION: | PT. OUTLOT 'Y', TREASURE ACRES PLAT 1<br>POLK COUNTY, IOWA |
| REQUESTOR: | HOPE K FARMS LLC |
| PROPRIETOR: | HOPE K FARMS LLC<br>4500 WESTOWN PKWY STE 227<br>WEST DES MOINES, IA 50266-6742 |
| SURVEYOR: | MICHAEL A. BROONER |
| SURVEYOR COMPANY: | CIVIL DESIGN ADVANTAGE |
| PREPARED BY & RETURN TO: | CIVIL DESIGN ADVANTAGE<br>4121 NW URBANDALE DRIVE<br>URBANDALE, IOWA 50322<br>PH: 515-369-4400 |

# ACQUISITION PLAT

## AREA SUMMARY

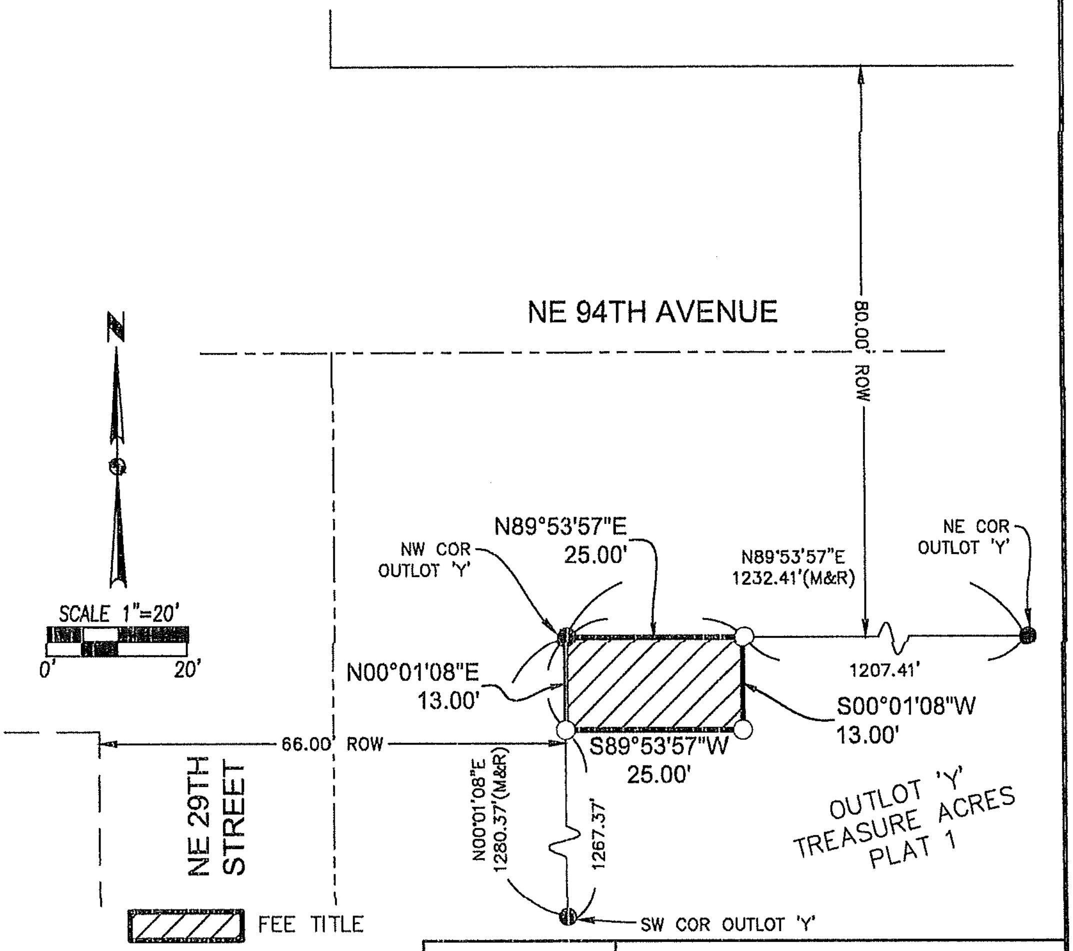
0.01 ACRES (325 S.F.)

## DATE OF SURVEY

OCTOBER 13, 2023

## LEGAL DESCRIPTION

THE NORTHERLY 13.00 FEET OF THE WESTERLY 25.00 FEET OF OUTLOT 'Y', TREASURE ACRES PLAT 1, AN OFFICIAL PLAT IN POLK COUNTY, IOWA.


NE 94TH AVENUE
80.00' ROW
N
SCALE 1"=20'
0'
20'
NW COR OUTLOT 'Y'
N89°53'57"E
25.00'
N89°53'57"E
1232.41'(M&R)
NE COR OUTLOT 'Y'
1207.41'
N00°01'08"E
13.00'
S00°01'08"W
13.00'
66.00' ROW
S89°53'57"W
25.00'
NE 29TH STREET
N00°01'08"E
1280.37'(M&R)
1267.37'
OUTLOT 'Y'
TREASURE ACRES
PLAT 1
SW COR OUTLOT 'Y'
▨ FEE TITLE

## LEGEND

| | FOUND | SET |
|---|---|---|
| SECTION CORNER AS NOTED | ▲ | △ |
| 1/2" REBAR, CAP #15980 (UNLESS OTHERWISE NOTED) | ● | ○ |
| MEASURED BEARING & DISTANCE | M | |
| RECORDED BEARING & DISTANCE | R | |
| DEEDED BEARING & DISTANCE | D | |
| ARC LENGTH | AL | |
| *CENTERLINE* | ——— – ——— | |
| SECTION LINE | ——— – – ——— | |
| EASEMENT LINE | – – – – – – | |

MICHAEL A. BROONER
15980

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MICHAEL A. BROONER, P.L.S. 10-18-2023
DATE

LICENSE NUMBER 15980
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
*PAGES OR SHEETS COVERED BY THIS SEAL:*
THIS SHEET

NE 29TH STREET AND NE 94TH AVENUE SIGNAL POLE
REVISION:
PT. OUTLOT 'Y', TREASURE ACRES PLAT 1
2201.003
CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: (515) 369-4400

FILE: R:\2022\2201003\DWG\2201003-ACQUISITION PLAT.DWG
FILE DATE: 10/13/23 DATE PLOTTED: 10/13/2023 9:32 AM
PLOTTED BY: JON ERDAHL

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on the property at 1101 S Ankeny Boulevard; and associated with the development of the Hyper Energy Bar Site Plan.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

---

## ADDITIONAL INFORMATION:

---

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution |
| 🗋 Stormwater Management Easement |

**WHEN RECORDED RETURN TO:**

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3544

# RESOLUTION

## RESOLUTION ACCEPTING A STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT, LOCATED ON THE PROPERTY AT 1101 S ANKENY BOULEVARD, AND ASSOCIATED WITH THE DEVELOPMENT OF THE HYPER ENERGY BAR SITE PLAN

**WHEREAS**, a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on the property at 1101 S Ankeny Boulevard; and associated with the development of the Hyper Energy Bar Site Plan, has been submitted and approved by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on the property at 1101 S Ankeny Boulevard; and associated with the development of the Hyper Energy Bar Site Plan are hereby accepted.

**PASSED AND APPROVED** this 20th day of May, 2024.

CITY OF ANKENY

____________________________________
Mark E. Holm, Mayor

**ATTEST:**

____________________________________
Diane Klemme, Deputy City Clerk

**WHEN RECORDED RETURN TO:**
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Hyper Energy Bar LLC, Attn: Jennifer L. Drake, 515 E. Locust Suite 100, Des Moines, Iowa 50309 515-991-2595

# STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT

**THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT** is entered into between **HYPER ENERGY BAR LLC** (hereinafter referred to as "Grantor") and the **City of Ankeny, Iowa** (hereinafter referred to as "City"), in consideration for the approval by the City of Ankeny, Iowa of the Final Plat.

Grantor is obligated by the Municipal Code of the City of Ankeny to control storm water runoff for the proposed development as a part of the Final Plat permit approval process. In consideration for the City's approval of the Grantor's Final Plat, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

> **Parcel 2018-40 recorded in Book 16951, Page 86, being a part of Lot 2 in Credit Union Plaza, an Official Plat recorded in Book Z, Page 640 of the Polk County Recorder's Office, being included in and forming part of the City of Ankeny, Polk County, Iowa, and described as follows: Beginning at the North corner of said Lot 2; thence South 32'28'01" East along the East line of said Lot 2, a distance of 559.60 feet; thence South 89'48'37" West, 262.81 feet; thence North 0'17'31" East, 303.49 feet; thence North 89'42'29" West, 40.00 feet to the West line of said Lot 2; thence North 0'17'31" East along said West line, 169.32 feet to the point of beginning and containing 1.36 acres (59,489 s.f.).**

(hereinafter referred to as the "Benefited Property").

## PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City of Ankeny, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a Storm Water Management Facility upon, over, under, through and across the following described property:

   A PART OF PARCEL 2018-40 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 16951, PAGE 86, BEING A PART OF LOT 2, CREDIT UNION PLAZA, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2018-40; THENCE NORTH 32°19'47" WEST ALONG THE EASTERLY LINE OF SAID PARCEL 2018-40, A DISTANCE OF 26.02 FEET; THENCE NORTH 89°56'48" WEST, 22.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°56'48" WEST, 97.53 FEET; THENCE NORTH 00°03'12" WEST, 84.55 FEET; THENCE NORTH 74°42'10" EAST, 39.03 FEET; THENCE SOUTH 32°19'47" EAST, 112.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.14 ACRES (6,215 SQUARE FEET).

(hereinafter referred to as the "Easement Area").

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of Ankeny, Iowa.

3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Municipal Code of the City of Ankeny, Iowa. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City of Ankeny, Iowa, the owner of the Benefited Property ("Owner) shall be responsible for said obligations.

4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards and specifications established in the Municipal Code of the City of Ankeny, Iowa. If there is a discrepancy between the requirements in the City's Municipal Code and this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, this Agreement shall supersede. Grantor's obligations under this Agreement may not and shall not be transferred to the Owner until the City provides written consent to Grantor acknowledging that construction of the Storm Water Management Facility has been completed.

5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owner of the Benefitted Property is designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.

6. Grantor hereby covenants and agrees that it will accept notices and service of process for the Benefited Property as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. The Owner of the Benefited Property is responsible for complying with this Agreement.

7. Owner shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 13, subsections (a) and (b) herein that are the obligation of the property owner of the Easement Area, should any property owner of the Easement Area not perform or fail to perform such obligations. The Owner is responsible for performing all other items listed in Part II, paragraph 13, subsections (c) through (i). Should Owner do anything in conflict with paragraphs 13 through 18 herein, the Owner shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.

8. Owner shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be conducted by a licensed professional engineer in the state of Iowa and documented with date stamped photographs of the Storm Water Management Facility. The Owner shall document such inspection by completing the Inspection Report Form available from the City. Any deficiencies or defects noted by the inspection shall be corrected by the Owners. The deficiencies or defects shall be corrected by the Owner within 30 days of receiving the Inspection Report Form. In the event the identified maintenance or repair cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the maintenance or repair cannot be completed within 30 days and provide a plan for completing maintenance or repair. The Inspection photographs and Inspection Report Form shall be submitted to the City for review and shall be kept and maintained for a period of 5 years from the date of inspection.

9. The Owner shall be responsible for providing an as-built volume verification of the Storm Water Management Facility to the City prior to final occupancy being granted to the Owner. The City shall have the right to request an as-built volume verification from the Owner of the Storm Water Management Facility if the annual inspection indicates a deficiency from the original design of the Facility. The as-built deficiency shall be corrected by the Owners within 30 days of receiving notice from the City. In the event the deficiency cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the repair cannot be completed within 30 days and provide a plan for completing maintenance or repair.

10. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 11, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.

11. Should the Owner fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed any such cost to the Benefited Property.

## PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of Ankeny and the Owners.

12. Grantor hereby grants the City a Permanent Easement for Storm Water Management Facility and Drainage under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.

13. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor, and all subsequent owners of the Easement Area, shall perform the maintenance obligations set forth below in items (a) and (b). Owner shall perform all maintenance obligations set forth below in items (c) through (i). The Grantor and all subsequent property owners of the Easement Area shall maintain the Easement Area so not to conflict with the maintenance requirements of the Owner or the Owner's right to perform those maintenance obligations. The maintenance obligations for the Storm Water Management Facility are as follows:

    Storm water detention and retention ponds or basins:

    a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
    b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
    c. Plant, maintain and replant as necessary permitted vegetation.
    d. Inspect for any defects, obstructions, or any changes in the original design.
    e. Inspect and determine the depth of the pond or basin on an annual basis.
    f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
    g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
    h. All repairs shall conform to the original design.
    i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
d. Replant vegetation as soon as practical when any vegetation dies.
e. Inspect and determine the depth of the swale on an annual basis.
f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
h. All repairs shall conform to the original design.
i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
c. Remove all trash, litter, debris or obstructions in the Easement Area.
d. Inspect for erosion in the riparian buffer on an annual basis.
e. Inspect and determine the depth of the riparian buffer on an annual basis.
f. Remove any sediment accumulated greater than 25% of the original design depth.
g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
h. All repairs shall conform to the original design.
i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.

14. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.

15. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.

16. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area.

17. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required by the City of Ankeny).

18. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

19. The Owners, the City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.

20. Grantor covenants on behalf of the Benefited Property and the Owner that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, the Benefited Property or the Owner from complying with the requirements of this Agreement.

21. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title in Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

Signed this 8th day of May, 2024.

Grantor: **HYPER ENERGY BAR LLC**

By: ________________________________
Name: Jennifer Drake
Title: Vice President

ZOE ARYEH
Commission Number 843665
My Commission Expires
November 7, 2025

**STATE OF IOWA, COUNTY OF POLK, ss:**

On this 8th day of May, 2024, before me, the undersigned, a Notary Public in and for said County and State personally appeared Jennifer Drake, to me personally known, who being by me duly sworn, did say that she is Vice President, executing the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed on behalf of Hyper Energy Bar LLC, by it and by her voluntarily executed.

________________________________
Notary Public in and for the State of Iowa

**CITY OF ANKENY, IOWA**

I, ___________________________, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. __________, passed on the _________ day of ______________________, _____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _______________, ______.

________________________________
City Clerk of the City of Ankeny, Iowa

## EXHIBIT A

## AGREEMENT AND WAIVER
## POST CONSTRUCTION STORM WATER MANAGEMENT

**THIS AGREEMENT** made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and Hyper Energy Bar LLC, hereinafter referenced the PROPERTY OWNER.

**WITNESSETH:**

**WHEREAS,** the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities; and

**WHEREAS,** the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City of Ankeny, is subject to the program implemented by the City to address storm water runoff from the project; and

**WHEREAS,** in order to comply with the program implemented by the City, the Property Owner has executed a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

**WHEREAS,** a provision of the Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

**WHEREAS,** this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

> Parcel 2018-40 recorded in Book 16951, Page 86, being a part of Lot 2 in Credit Union Plaza, an Official Plat recorded in Book Z, Page 640 of the Polk County Recorder's Office, being included in and forming part of the City of Ankeny, Polk County, Iowa, and described as follows: Beginning at the North corner of said Lot 2; thence South 32'28'01" East along the East line of said Lot 2, a distance of 559.60 feet; thence South 89'48'37" West, 262.81 feet; thence North 0'17'31" East, 303.49 feet; thence North 89'42'29" West, 40.00 feet to the West line of said Lot 2; thence North 0'17'31" East along said West line, 169.32 feet to the point of beginning and containing 1.36 acres (59,489 s.f.).

and applies to the property described as:

> A PART OF PARCEL 2018-40 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 16951, PAGE 86, BEING A PART OF LOT 2, CREDIT UNION PLAZA, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
>
> COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2018-40; THENCE NORTH 32°19'47" WEST ALONG THE EASTERLY LINE OF SAID PARCEL 2018-40, A DISTANCE OF 26.02 FEET; THENCE NORTH 89°56'48" WEST, 22.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°56'48" WEST, 97.53 FEET; THENCE NORTH 00°03'12" WEST, 84.55 FEET; THENCE NORTH 74°42'10" EAST, 39.03 FEET; THENCE SOUTH 32°19'47" EAST, 112.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.14 ACRES (6,215 SQUARE FEET).

**NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:**

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action

necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.

2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

3. In consideration for the completion of such actions by the City, the undersigned Property Owner hereby WAIVES the following:

   A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and

   B. Each and every question of jurisdiction, the intention of the Property Owner being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and

   C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and

   D. Any right to defer or postpone the payment for any such action.

4. It is further agreed that:

   A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owner, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.

   B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, the undersigned Property Owners hereby agrees to accept responsibility for the assessment which is thus assessed against the Owner's property.

   C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.

5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the City's engineering staff and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.

6. The Property Owner retains the right to request of the City a review of the mathematical calculations made to ensure their accuracy.

7. Property Owner hereby authorizes the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owner. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owner, without in any way qualifying this Agreement or releasing the Property Owner from their obligation to pay the assessments levied against its property for the cost of said action.

8. Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.

9. Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.

10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

**PROPERTY OWNER NAME: HYPER ENERGY BAR LLC**

By ______________________________

Name JOHN E [illegible] Jr

Date 5.9.24

Witness ______________________________

Name Zoe Aryeh

**LENDER NAME: N/A**

By: ______________________________
Name: ______________________________
Title: ______________________________

# EASEMENT PLAT

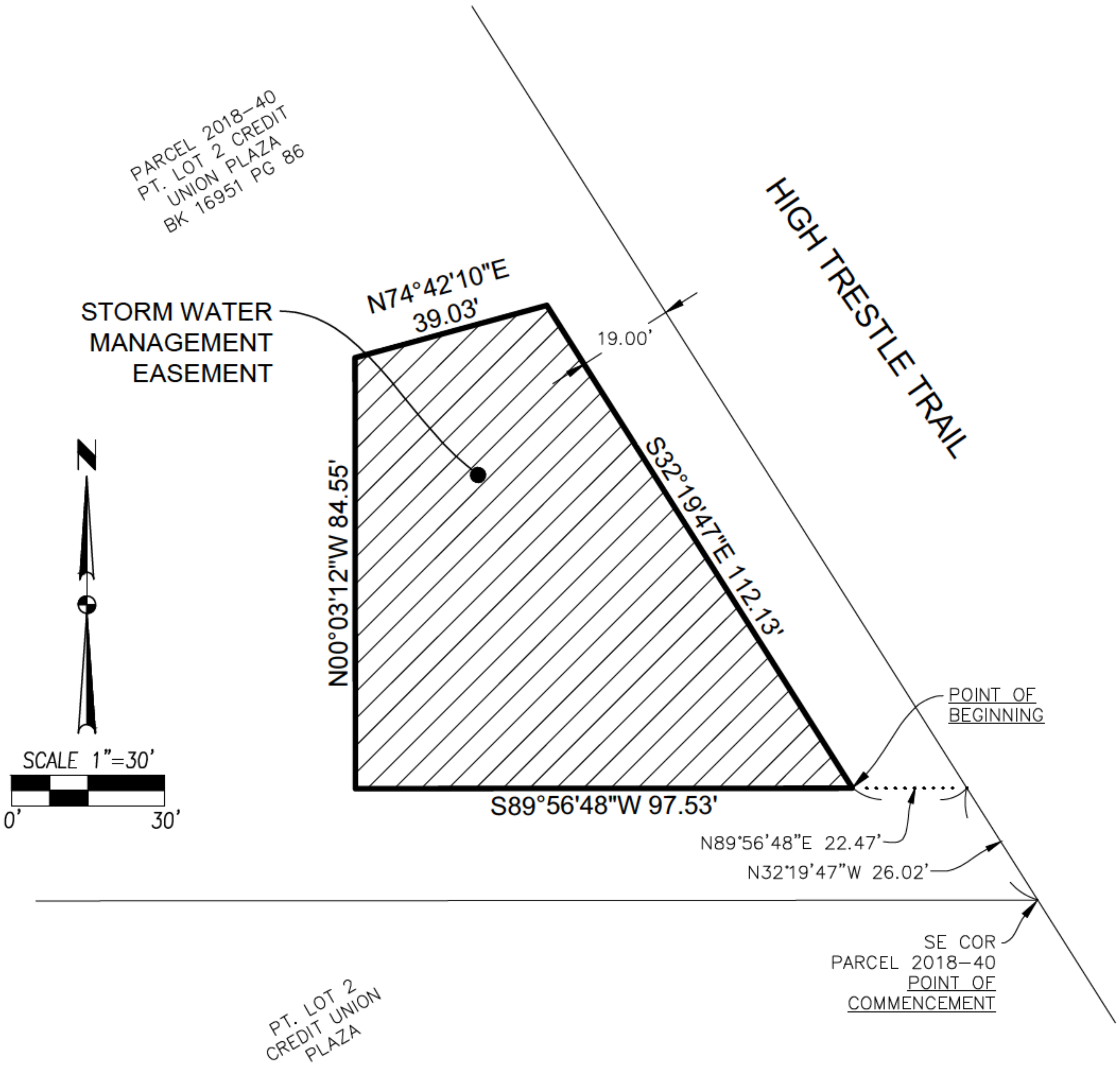
## OWNER

ANKENY JJ LLC
2505 HEMEL DR
PELLA, IA 50219-7923

## STORM WATER MANAGEMENT EASEMENT DESCRIPTION

A PART OF PARCEL 2018-40 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 16951, PAGE 86, BEING A PART OF LOT 2, CREDIT UNION PLAZA, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2018-40; THENCE NORTH 32°19'47" WEST ALONG THE EASTERLY LINE OF SAID PARCEL 2018-40, A DISTANCE OF 26.02 FEET; THENCE NORTH 89°56'48" WEST, 22.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°56'48" WEST, 97.53 FEET; THENCE NORTH 00°03'12" WEST, 84.55 FEET; THENCE NORTH 74°42'10" EAST, 39.03 FEET; THENCE SOUTH 32°19'47" EAST, 112.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.14 ACRES (6,215 SQUARE FEET).


PARCEL 2018-40
PT. LOT 2 CREDIT
UNION PLAZA
BK 16951 PG 86
HIGH TRESTLE TRAIL
STORM WATER
MANAGEMENT
EASEMENT
N74°42'10"E
39.03'
19.00'
S32°19'47"E 112.13'
N00°03'12"W 84.55'
S89°56'48"W 97.53'
POINT OF
BEGINNING
N89°56'48"E 22.47'
N32°19'47"W 26.02'
SE COR
PARCEL 2018-40
POINT OF
COMMENCEMENT
N
SCALE 1"=30'
0'
30'
PT. LOT 2
CREDIT UNION
PLAZA

1/1
2311.718

PT. PARCEL 2018-40 OF LOT 2,
CREDIT UNION PLAZA
EASEMENT PLAT
ANKENY, IOWA

CIVIL DESIGN ADVANTAGE

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

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the King's Pointe East Preliminary Plat, and the acceptance of the public street name NE Kings Pointe Drive.

EXECUTIVE SUMMARY:

King’s Pointe East is a proposed 123.19-acre (+/-) preliminary plat located in the northeast quadrant of Ankeny; more specifically at the southwest corner of the NE 72nd Street and NE Delaware Avenue intersection. The project includes the construction of 225 single family residential lots, an outlot for multi-family residential restricted to 18 units per acre, an outlot to be dedicated to the City as parkland, four outlots for open space/storm water management, proposed public streets, along with public sanitary sewer, water main and storm sewer improvements. The King’s Pointe East preliminary plat is in general conformance with the Hope Kimberley Properties Phase 1 and Phase 2 PUD’s and other recent land use plan amendments and rezonings in this area.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the King's Pointe East Preliminary Plat, and accept the public street name NE Kings Pointe Drive.

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## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on April 16, 2024.

---

## PUBLIC OUTREACH EFFORTS:

---

## ACTION REQUESTED:

---

## ADDITIONAL INFORMATION:

---

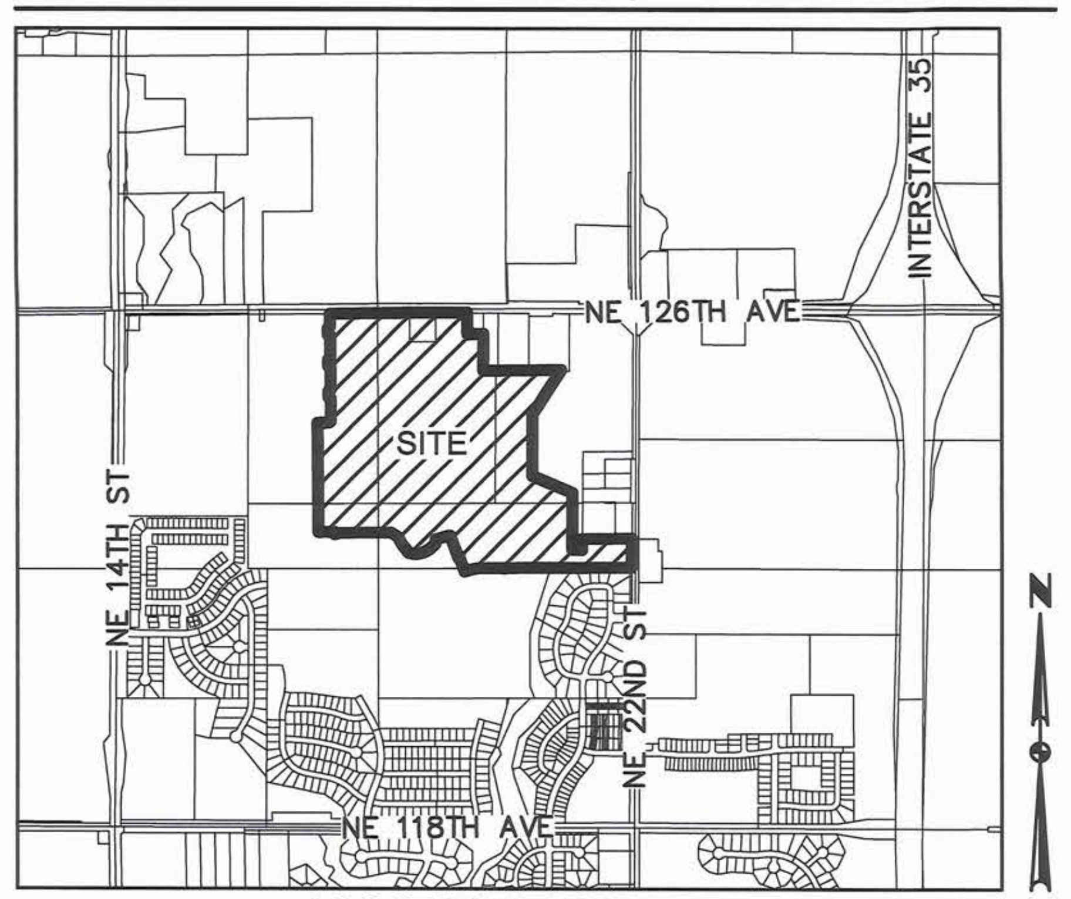
## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 P&Z Approved Preliminary Plat |
| 🗋 P&Z Minutes |
| 🗋 Staff Report |
| 🗋 Applicant Letter |
| 🗋 Aerial Map |

# KING'S POINTE EAST

## PRELIMINARY PLAT

## VICINITY MAP (NOT TO SCALE)



ANKENY, IOWA

## OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

## APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

## ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
CONTACT: ERIN OLLENDIKE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH. (515) 369-4400

## DATE OF SURVEY

AUGUST 4, 2023

## ZONING

| | |
|---|---|
| R-3: | MULTIPLE FAMILY RESIDENTIAL DISTRICT RESTRICTED TO SINGLE FAMILY |
| PUD: | PLANNED UNIT DEVELOPMENT |

## PARKLAND DEDICATION

REQUIRED:
3% (MIN. LOT AREA PER UNIT: 25,000 SF TO 40,000 SF)
= 713,373 SF * 0.03 = 21,401 SF
= 0.49 ACRES (LOTS 21, 35, 36, 44-57)

5% (MIN. LOT AREA PER UNIT: 8,000 SF TO 24,999 SF)
= 1,654,764 SF * 0.05 = 82,738 SF
= 1.90 ACRES (LOTS 22-34, 37-43, 74-112, 133-225)

10% (MIN. LOT AREA PER UNIT: 2,499 SF TO 7,999 SF)
= 405,318 SF * 0.10 = 40,532 SF
= 0.93 ACRES (LOTS 1-20, 58-73, 113-132)

10% (MIN. LOT AREA PER UNIT: 2,499 SF TO 7,999 SF)
= 653,502 SF * 0.10 = 65,351 SF
= 1.50 ACRES (OUTLOT 'U')
TOTAL = 4.82 ACRES

PROVIDED:
8.21 ACRES (OUTLOT 'V')

## NOTES

1. THE DEVELOPER WILL BE RESPONSIBLE FOR STREETLIGHTS ALONG PUBLIC STREETS INCLUDING NE 72ND STREET AND NE DELAWARE AVENUE.
2. THIS DEVELOPMENT WILL BE PART OF A HOMEOWNER'S ASSOCIATION.
3. ALL SIDEWALKS WILL BE 5' WIDE EXCEPT ALONG THE SOUTH SIDE OF NE 72ND STREET, EAST SIDE OF NE TRILEIN DRIVE, AND WEST SIDE OF NE DELAWARE AVENUE WHICH REQUIRES AN 8' TRAIL.
4. REPAIR ANY FIELD TILE ENCOUNTERED AND CONNECT TO STORM SEWER WHEREVER POSSIBLE.
5. LOT 22 WILL NOT BE ALLOWED DRIVEWAY ACCESS OFF OF NE 72ND STREET.
6. LOTS 64 AND 65 WILL NOT BE ALLOWED ACCESS OFF OF NE DELAWARE AVENUE.
7. LOT 21, OUTLOT 'X' AND 'W' WILL BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION.
8. AT THE TIME OF FINAL DESIGN UTILITY STRUCTURES AND ADA RAMPS SHALL BE REVIEWED TO AVOID CONFLICTS WITH DRIVEWAYS.
9. FENCES ON LOTS ADJACENT TO NE DELAWARE AVENUE AND NE 72ND STREET SHALL BE SETBACK 20' FROM NE DELAWARE AVENUE AND NE 72ND STREET R.O.W. FENCES WILL BE ALLOWED AT A 10' SETBACK FROM THE NE DELAWARE AVENUE R.O.W. WITH THE CONDITION THAT TWO TREES ARE PLANTED BETWEEN THE FENCE AND THE NE DELAWARE AVENUE R.O.W.
10. DEVELOPER IS RESPONSIBLE FOR RECOMMENDATIONS FROM THE CITY APPROVED TRAFFIC STUDY..
11. PROPOSED UTILITY LAYOUTS SHOWN ARE PRELIMINARY AND SUBJECT TO MODIFICATION WITH THE SUBMITTAL OF PUBLIC IMPROVEMENT CONSTRUCTION DRAWINGS.
12. OUTLOT 'Y' AND 'Z' OWNERSHIP WILL BE DETERMINED WITH FINAL PLAT PENDING REVIEW OF STREAM STABILIZATION ANALYSIS.
13. OUTLOT 'V' IS TO BE DEDICATED TO THE CITY FOR PARKLAND DEDICATION REQUIREMENTS.
14. ALL STORM SEWER LOCATED IN THE RIGHT-OF-WAY WILL BE PUBLIC, ALL REAR YARD STORM SEWER WILL BE PRIVATE.
15. THE DEVELOPER SHALL LOOP THE WATERMAIN BY PROVIDING AN ADDITIONAL CONNECTION TO THE EXISTING WATERMAIN IN THE SOUTHWEST CORNER OF THE PROPERTY OFF OF HIGHWAY 69 OR AN ALTERNATE LOCATION TO THE SOUTH DURING THE SECOND PHASE OF THIS DEVELOPMENT.

## PLAT DESCRIPTION

A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER AND A PART OF THE NORTHEAST QUARTER AND A PART OF THE SOUTH 20 ACRES OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL BEING IN SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF KIMBERLEY ESTATES PLAT 2, AN OFFICIAL PLAT; THENCE SOUTH 89°48'16" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 1285.08 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1030.00 FEET, WHOSE ARC LENGTH IS 8.90 FEET AND WHOSE CHORD BEARS SOUTH 07°59'52" WEST, 8.90 FEET; THENCE NORTH 81°45'17" WEST, 60.00 FEET TO SAID SOUTH LINE; THENCE SOUTH 89°45'46" WEST ALONG SAID SOUTH LINE, 160.78 FEET; THENCE SOUTH 85°32'48" WEST, 67.34 FEET; THENCE SOUTH 79°16'13" WEST, 67.34 FEET; THENCE SOUTH 72°59'38" WEST, 67.34 FEET; THENCE NORTH 20°08'40" WEST, 150.00 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 765.00 FEET, WHOSE ARC LENGTH IS 9.97 FEET AND WHOSE CHORD BEARS SOUTH 69°28'56" WEST, 9.97 FEET; THENCE NORTH 20°53'28" WEST, 246.65 FEET; THENCE SOUTH 78°03'20" WEST, 2.87 FEET; THENCE SOUTH 73°47'15" WEST, 145.36 FEET; THENCE SOUTH 07°21'40" WEST, 43.84 FEET; THENCE SOUTH 46°30'31" WEST, 77.44 FEET; THENCE SOUTH 60°55'27" WEST, 75.00 FEET; THENCE SOUTH 76°45'19" WEST, 77.96 FEET; THENCE NORTH 77°38'40" WEST, 74.30 FEET; THENCE NORTH 39°10'22" WEST, 127.92 FEET; THENCE NORTH 23°10'54" WEST, 62.59 FEET; THENCE NORTH 56°13'00" WEST, 88.36 FEET; THENCE SOUTH 89°23'54" WEST, 509.31 FEET; THENCE SOUTH 77°59'31" WEST, 70.00 FEET; THENCE NORTH 12°13'25" WEST, 7.26 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1035.00 FEET, WHOSE ARC LENGTH IS 17.07 FEET AND WHOSE CHORD BEARS NORTH 11°58'00" WEST, 17.07 FEET; THENCE SOUTH 89°23'54" WEST, 158.65 FEET; THENCE NORTH 00°36'06" WEST, 1116.37 FEET; THENCE NORTH 89°23'54" EAST, 115.00 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 44°23'54" EAST, 35.36 FEET; THENCE NORTH 00°36'06" WEST, 210.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 45°36'06" WEST, 35.36 FEET; THENCE NORTH 00°36'06" WEST, 60.00 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 44°23'54" EAST, 35.36 FEET; THENCE NORTH 00°36'06" WEST, 210.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 45°36'06" WEST, 35.36 FEET; THENCE NORTH 00°36'06" WEST, 60.00 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 44°23'54" EAST, 35.36 FEET; THENCE NORTH 00°36'06" WEST, 210.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 45°36'06" WEST, 35.36 FEET; THENCE NORTH 00°36'06" WEST, 60.00 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 44°23'54" EAST, 35.36 FEET; THENCE NORTH 00°36'06" WEST, 125.48 FEET TO THE SOUTH RIGHT OF WAY LINE OF NE 126TH AVENUE; THENCE NORTH 89°23'54" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 485.88 FEET; THENCE NORTH 00°03'55" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, 2.75 FEET; THENCE NORTH 89°15'29" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 403.20 FEET; THENCE NORTH 89°51'11" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 512.75 FEET TO THE WEST LINE OF THE PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 15918, PAGE 208; THENCE SOUTH 00°20'20" WEST ALONG SAID WEST LINE, 222.44 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE NORTH 89°19'53" EAST ALONG THE SOUTH LINE OF SAID PROPERTY, 164.98 FEET TO THE WEST LINE OF THE PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 17887, PAGE 574; THENCE SOUTH 00°18'13" WEST ALONG SAID WEST LINE, 372.98 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE NORTH 89°17'28" EAST ALONG THE SOUTH LINE OF SAID PROPERTY, 126.71 FEET TO THE WEST LINE OF THE EAST 1430 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 89°19'20" EAST ALONG THE SOUTH LINE OF THE NORTH 637 FEET OF SAID NORTHEAST QUARTER, 666.91 FEET; THENCE SOUTH 32°53'27" WEST, 539.75 FEET; THENCE SOUTH 00°10'44" WEST, 633.09 FEET; THENCE SOUTH 67°12'42" EAST, 443.27 FEET; THENCE SOUTH 00°20'42" WEST, 575.24 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 765.00 FEET, WHOSE ARC LENGTH IS 66.10 FEET AND WHOSE CHORD BEARS SOUTH 87°11'10" EAST, 66.08 FEET; THENCE SOUTH 89°39'41" EAST, 34.00 FEET; THENCE NORTH 00°20'19" EAST, 110.35 FEET TO THE SOUTHWEST CORNER OF PARCEL '2020-10' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17821, PAGE 958; THENCE NORTH 89°18'31" EAST ALONG THE SOUTH LINE OF SAID PARCEL '2020-10', A DISTANCE OF 509.04 FEET TO THE WEST RIGHT OF WAY LINE OF NE DELAWARE AVENUE ; THENCE SOUTH 00°20'19" WEST ALONG SAID WEST RIGHT OF WAY LINE, 295.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 123.19 ACRES (5,366,300 SQUARE FEET).

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

## BULK REGULATIONS

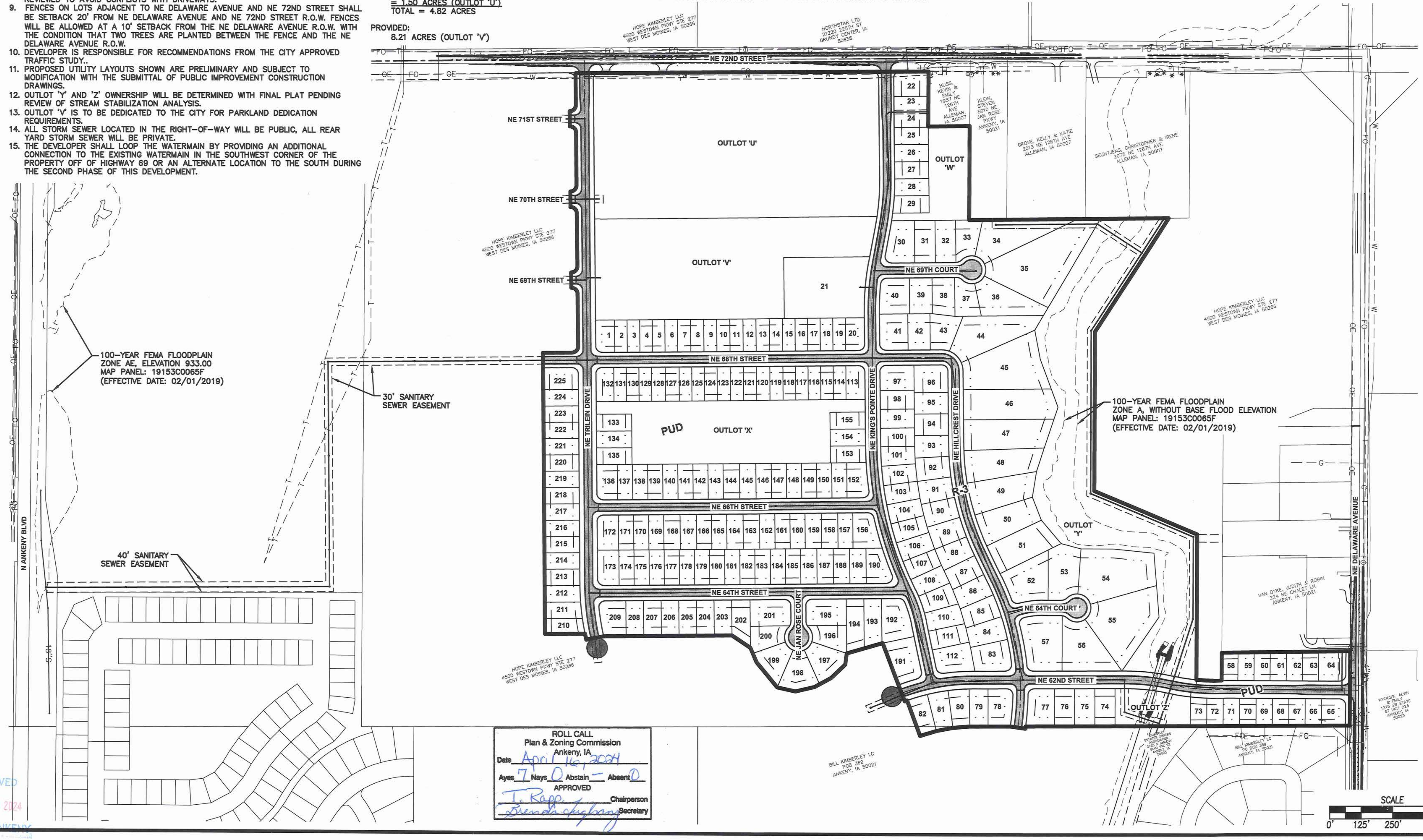
PUD (LOTS 1-21, 58-73, 113-190, 210-225, OUTLOT 'V', OUTLOT 'X')
FRONT: 25 FEET (LOTS < 100')
REAR: 25 FEET
SIDE: TOTAL 10 FEET (MIN. 5' ON ONE SIDE)
MINIMUM LOT WIDTH = 50 FEET
MINIMUM TWO-FAMILY LOT WIDTH = 75 FEET

NOTE: A MINIMUM OF ONE OVERSTORY/ORNAMENTAL TREE SHALL BE PLAYED WITHIN THE FRONT YARD OF EACH LOT.

PUD WITH AN UNDERLYING R-3 ZONING (OUTLOT 'U')
FRONT: 30'
REAR: 35'
SIDE: 15' (1-STORY – 7' MIN)(ONE AND TWO FAMILY DWELLINGS)
17' (> 1-STORY – 8' MIN.)(ONE AND TWO FAMILY DWELLINGS)
20' (1-STORY MULTI-FAMILY – 8' MIN)
22' (> 1-STORY & < 3-STORIES MULTI-FAMILY – 9' MIN)
24' (3-STORY UP TO 45 FT MULTI-FAMILY – 10' MIN)
MAXIMUM DENSITY: 18 UNITS/ACRE

NOTE: SPECIFIC BUFFERING AND ARCHITECTURAL REQUIREMENTS ARE REQUIRED. REFER TO THE HOPE KIMBERLEY PHASE 2 PUD BOOK FOR DETAILS.

R-3 RESTRICTED TO SINGLE FAMILY (LOTS 22-57, 74-112, 191-209, OUTLOT 'W', OUTLOT 'Y', OUTLOT 'Z'
FRONT: 30'
REAR: 35'
SIDE: 15' (1-STORY – 7' MIN)(ONE AND TWO FAMILY DWELLINGS)
17' (> 1-STORY – 8' MIN.)(ONE AND TWO FAMILY DWELLINGS)
20' (1-STORY MULTI-FAMILY – 8' MIN)
22' (> 1-STORY & < 3-STORIES MULTI-FAMILY – 9' MIN)
24' (3-STORY UP TO 45 FT MULTI-FAMILY – 10' MIN)
MINIMUM LOT WIDTH = 50 FEET
MINIMUM TWO-FAMILY LOT WIDTH = 75 FEET


NE 72ND STREET
NE 71ST STREET
NE 70TH STREET
NE 69TH STREET
OUTLOT 'U'
OUTLOT 'V'
OUTLOT 'W'
OUTLOT 'X'
PUD
NE 69TH COURT
NE 68TH STREET
NE 66TH STREET
NE 64TH STREET
NE 64TH COURT
NE 62ND STREET
NE TRILEIN DRIVE
NE KING'S POINTE DRIVE
NE HILLCREST DRIVE
NE JAN ROSE COURT
NE DELAWARE AVENUE
N ANKENY BLVD
R-3
OUTLOT 'Y'
OUTLOT 'Z'
PUD
100-YEAR FEMA FLOODPLAIN ZONE AE, ELEVATION 933.00 MAP PANEL: 19153C0065F (EFFECTIVE DATE: 02/01/2019)
30' SANITARY SEWER EASEMENT
40' SANITARY SEWER EASEMENT
100-YEAR FEMA FLOODPLAIN ZONE A, WITHOUT BASE FLOOD ELEVATION MAP PANEL: 19153C0065F (EFFECTIVE DATE: 02/01/2019)
HOPE KIMBERLEY LLC 4500 WESTOWN PKWY STE 277 WEST DES MOINES, IA 50266
NORTHSTAR LTD 21220 225TH ST GRUNDY CENTER, IA 50638
GROVE, KELLY & KATIE 2013 NE 126TH AVE ALLEMAN, IA 50007
SEUNTJENS, CHRISTOPHER & IRENE 2075 NE 126TH AVE ALLEMAN, IA 50007
BILL KIMBERLEY LC
WYCKOFF, ALVIN & EMILY 1275 SW STATE ST UNIT 223 ANKENY, IA
N
SCALE
0'
125'
250'
500'

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date April 16, 2024
Ayes 7 Nays 0 Abstain – Absent 0
APPROVED
T. Rapp Chairperson
Brenda Sieglaff Secretary

## LEGEND

FEATURES

PROPOSED

| | |
|---|---|
| GROUND SURFACE CONTOUR | ≈ |
| TYPE SW-501 STORM INTAKE | ▤ |
| TYPE SW-503 STORM INTAKE | ▣ |
| TYPE SW-505 STORM INTAKE | ▭ |
| TYPE SW-506 STORM INTAKE | ▣ |
| TYPE SW-513 STORM INTAKE | ST |
| TYPE SW-401 STORM MANHOLE | ST |
| TYPE SW-402 STORM MANHOLE | ST |
| TYPE SW-301 SANITARY MANHOLE | S |
| STORM/SANITARY CLEANOUT | ○C |
| WATER VALVE | ⋈ |
| FIRE HYDRANT ASSEMBLY | ⋈ |
| DETECTABLE WARNING PANEL | ▨ |
| SANITARY SEWER WITH SIZE | 8"S |
| STORM SEWER | 15"ST |
| WATERMAIN WITH SIZE | 8"W |

| SURVEY | FOUND | SET |
|---|---|---|
| SECTION CORNER | ▲ | △ |
| 1/2" REBAR, YELLOW CAP #18660 (UNLESS OTHERWISE NOTED) | ● | ○ |
| ROW MARKER | ■ | □ |
| ROW RAIL | I | I |
| PLATTED DISTANCE | (P) | |
| MEASURED BEARING & DISTANCE | (M) | |
| RECORDED AS | (R) | |
| DEED DISTANCE | (D) | |
| CALCULATED DISTANCE | (C) | |
| CURVE ARC LENGTH | AL | |
| MINIMUM 100 YEAR FLOOD PROTECTION ELEVATION | MPE | |
| CENTERLINE | | |
| SECTION LINE | | |
| 1/4 SECTION LINE | | |
| 1/4 1/4 SECTION LINE | | |
| EASEMENT LINE | P/E | |
| LOT LINE | | |
| RIGHT OF WAY | | |
| BUILDING SETBACK | | |
| PLAT BOUNDARY | | |
| PHASING LIMITS | | |

EXISTING

| | |
|---|---|
| GROUND SURFACE CONTOUR | ≈ |
| SANITARY MANHOLE | S |
| WATER VALVE BOX | W ⋈ |
| FIRE HYDRANT | |
| WATER CURB STOP | CS ⋈ |
| WELL | ○WELL |
| STORM SEWER MANHOLE | ST |
| STORM SEWER SINGLE INTAKE | ▤ |
| STORM SEWER DOUBLE INTAKE | ▤▤ |
| FLARED END SECTION | |
| DECIDUOUS TREE | |
| CONIFEROUS TREE | ✳ |
| DECIDUOUS SHRUB | |
| CONIFEROUS SHRUB | |
| ELECTRIC POWER POLE | |
| GUY ANCHOR | → |
| STREET LIGHT | |
| POWER POLE W/ TRANSFORMER | |
| UTILITY POLE W/ LIGHT | |
| ELECTRIC BOX | E |
| ELECTRIC TRANSFORMER | E |
| ELECTRIC MANHOLE OR VAULT | E |
| TRAFFIC SIGN | ● |
| TELEPHONE JUNCTION BOX | T |
| TELEPHONE MANHOLE/VAULT | T |
| TELEPHONE POLE | |
| GAS VALVE BOX | G ⋈ |
| CABLE TV JUNCTION BOX | TV |
| CABLE TV MANHOLE/VAULT | TV |
| MAIL BOX | M |
| BENCHMARK | ○BM |
| SOIL BORING | SB |
| UNDERGROUND TV CABLE | TV |
| GAS MAIN | G |
| FIBER OPTIC | FO |
| UNDERGROUND TELEPHONE | T |
| OVERHEAD ELECTRIC | OE |
| UNDERGROUND ELECTRIC | E |
| FIELD TILE | TILE |
| SANITARY SEWER W/ SIZE | 8"S |
| STORM SEWER W/ SIZE | 15"ST |
| WATER MAIN W/ SIZE | 8"W |

ERIN K. OLLENDIKE 16926

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.

Erin K Ollendike 4/19/2024
ERIN K. OLLENDIKE, P.E. DATE

LICENSE NUMBER 16926
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
PAGES OR SHEETS COVERED BY THIS SEAL:
ALL SHEETS

| REVISIONS | DATE |
|---|---|
| FINAL SUBMITTAL | 04/19/2024 |
| FOURTH SUBMITTAL | 03/28/2024 |
| THIRD SUBMITTAL | 03/08/2024 |
| SECOND SUBMITTAL | 02/23/2024 |
| FIRST SUBMITTAL | 01/19/2024 |

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

ENGINEER: EKO
EI: MAE

CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

KING'S POINTE EAST
PRELIMINARY PLAT

1/8
2108.649

SHEET INDEX
NE 72ND STREET
100' ROW
STREET LOT 'A'
3495 SF
(DEDICATED TO ROW)
S89°23'54"W 485.88'
S89°34'39"W 915.92'
HOPE KIMBERLEY LLC
4500 WESTOWN PKWY STE 277
WEST DES MOINES, IA 50266
NORTHSTAR LTD
21220 225TH ST
GRUNDY CENTER, IA 50638
POTENTIAL TURN LANES.
REFER TO TRAFFIC STUDY
FOR EXACT REQUIREMENTS
MAP LOCATED
OVERFLOW =989.90
FARM ENTRANCE TO BE REMOVED
EXISTING 18" STORM SEWER CULVERT
12" WATERMAIN
12" VALVE
TEMPORARY BLOWOFF HYDRANT
18" STORM SEWER
5' SIDEWALK
EXISTING OVERHEAD ELECTRIC
EXISTING FIBER OPTIC
SIGNAGE EASEMENT (WIDTH VARIES)
SIDEWALK EASEMENT
10' PUE
7' GAS EASEMENT
EXISTING 20' WATERMAIN EASEMENT
8' TRAIL
EXISTING WATERMAIN
EXISTING WATERMAIN EASEMENT (BK. 9841, PG. 245)
37' B-B
S00°36'06"E 125.48'
Δ=90°00'00"
L=39.27'
R=25.00'
CH=35.36'
CHB=S44°23'54"W
8" WATERMAIN
TEMPORARY 15' WATERMAIN EASEMENT
NE 71ST STREET
S00°36'06"E 60.00'
TEMPORARY 30' SANITARY SEWER EASEMENT
TEMPORARY 20' STORM SEWER EASEMENT
8" SANITARY SEWER
FIRE HYDRANT
8" VALVE
OVERFLOW =984.17
Δ=90°00'00"
L=39.27'
R=25.00'
CH=35.36'
CHB=S45°36'06"E
S00°36'06"E 210.00'
15" STORM SEWER
10" WATERMAIN
OUTLOT 'U'
653502 SF
15.00 AC
(FUTURE DEVELOPMENT)
10" VALVE
NE 70TH STREET
OVERFLOW =975.07
30' SANITARY SEWER EASEMENT
36" STORM SEWER STUB
20' STORM SEWER EASEMENT
30" ORIFICE PLATE
TEMPORARY SEDIMENT BASIN
70' ROW
31' B-B
15' WATERMAIN EASEMENT
NE TRILEIN DRIVE
36" STORM SEWER
250' HYDRANT RADIUS (TYP.)
OUTLOT 'V'
357776 SF
8.21 AC
(PARKLAND)
6" WATER SERVICE
4" SANITARY SEWER SERVICE
NE 69TH STREET
OVERFLOW =973.08
SCALE
0' 25' 50' 100'

FILE: H:\2021\2108649\DWG\2108649-PRE PLAT.DWG
FILE DATE: 4/19/24 DATE PLOTTED: 4/19/2024 8:42 AM
PLOTTED BY: JONATHON MCDONALD
COMMENT:
TECH: ENG:

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|---|---|
| FINAL SUBMITTAL | 04/19/2024 |
| FOURTH SUBMITTAL | 03/28/2024 |
| THIRD SUBMITTAL | 03/08/2024 |
| SECOND SUBMITTAL | 02/23/2024 |
| FIRST SUBMITTAL | 01/19/2024 |

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

ENGINEER: EKO
EI: MAE

CIVIL DESIGN ADVANTAGE

ANKENY, IOWA

# KING'S POINTE EAST

## PRELIMINARY PLAT

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2108.649

NE 69TH STREET
NE 68TH STREET
NE 66TH STREET
NE TRILEIN DRIVE
NE KING'S POINTE DRIVE
SHEET INDEX
21
79371 SF
1.82 AC
(FUTURE CLUBHOUSE)
OUTLOT 'X'
211787 SF
4.86 AC
(DETENTION)
POND 1 (WET BOTTOM)
NORMAL POOL ELEVATION=964.00
100-YEAR ELEVATION=969.68
OVERFLOW ELEVATION=971.63
HOPE KIMBERLEY LLC
4500 WESTOWN PKWY STE 277
WEST DES MOINES, IA 50266
250' HYDRANT RADIUS (TYP.)
SCALE
0'
25'
50'
100'
N

## KING'S POINTE EAST

## PRELIMINARY PLAT

ANKENY, IOWA

CIVIL DESIGN ADVANTAGE

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

ENGINEER: EKO
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SHEET INDEX
NE TRILEIN DRIVE
NE 66TH STREET
NE 64TH STREET
NE JAN ROSE COURT
136 11293 SF MPE=972.50
137 8400 SF MPE=972.50
138 8400 SF MPE=972.50
139 8400 SF MPE=972.50
140 8400 SF MPE=972.50
141 8400 SF MPE=972.50
142 8400 SF MPE=972.50
143 8400 SF MPE=972.50
144 9100 SF MPE=972.50
145 9100 SF MPE=972.50
146 8400 SF MPE=972.50
147 8400 SF MPE=972.50
148 8400 SF MPE=972.50
149 8400 SF MPE=972.50
150 8400 SF MPE=972.50
151 8400 SF MPE=972.50
156 13372 SF MPE=974.90
157 8400 SF MPE=974.90
158 9100 SF MPE=974.90
159 9100 SF MPE=974.90
160 8400 SF MPE=974.90
161 8400 SF MPE=974.90
162 8400 SF MPE=974.90
163 9100 SF MPE=974.90
164 9100 SF MPE=974.90
165 8400 SF MPE=974.90
166 8400 SF MPE=974.25
167 9100 SF MPE=974.25
168 9100 SF MPE=974.25
169 8400 SF MPE=974.25
170 8400 SF MPE=974.25
171 8400 SF MPE=974.25
172 11640 SF MPE=974.25
173 11766 SF MPE=974.25
174 8400 SF MPE=974.25
175 8400 SF MPE=974.25
176 8400 SF MPE=974.25
177 8400 SF MPE=974.25
178 8400 SF MPE=974.25
179 8400 SF MPE=974.25
180 8400 SF MPE=974.90
181 8400 SF MPE=974.90
182 8400 SF MPE=974.90
183 8400 SF MPE=974.90
184 8400 SF MPE=974.90
185 8420 SF MPE=974.90
186 9100 SF MPE=974.90
187 9100 SF MPE=974.90
188 9100 SF MPE=974.90
189 9100 SF MPE=974.90
190 12168 SF MPE=974.90
193 13026 SF MPE=974.25
194 14395 SF MPE=974.25
195 16591 SF MPE=974.25
196 12201 SF MPE=974.25
197 16307 SF MPE=974.25
198 16947 SF MPE=974.25
199 14618 SF MPE=974.25
200 12083 SF MPE=974.25
201 16591 SF MPE=974.25
202 12028 SF MPE=974.25
203 9800 SF MPE=971.25
204 9800 SF MPE=971.25
205 9800 SF MPE=971.25
206 9800 SF MPE=971.25
207 9800 SF MPE=971.25
208 9800 SF MPE=971.25
209 13971 SF MPE=971.25
210 9209 SF MPE=968.25
211 9446 SF MPE=969.85
212 9157 SF MPE=969.85
213 9100 SF MPE=969.85
214 9100 SF MPE=969.85
215 9100 SF MPE=969.85
216 9100 SF MPE=969.85
217 9100 SF MPE=969.85
218 9100 SF MPE=971.15
219 9100 SF MPE=971.15
9100 SF MPE=971.15
S00°36'06"E 1056.37'
N89°23'54"E 158.65'
Δ=0°56'41"
L=17.07'
R=1035.00'
CH=17.07'
CHB=S11°58'00"E
S12°13'25"E 7.26'
N77°59'31"E 70.00'
N89°23'54"E 509.31'
S56°13'00"E 88.36'
S23°10'54"E 62.59'
S39°10'22"E 127.92'
S77°38'40"E 74.30'
N76°45'19"E 77.96'
N60°55'27"E 75.00'
N46°30'31"E 77.44'
N07°21'40"E 43.84'
N78°03'20"E 2.87'
N73°47'15"E 145.36'
S20°53'28
250' HYDRANT RADIUS (TYP.)
TEMPORARY DRAINAGE EASEMENT (WIDTH VARIES)
GRANULAR TEMPORARY TURNAROUND
TEMPORARY TURNAROUND EASEMENT
TEMPORARY 15' WATERMAIN EASEMENT
TEMPORARY BLOWOFF HYDRANT
TEMPORARY 30' SANITARY SEWER EASEMENT
HOPE KIMBERLEY LLC
4500 WESTOWN PKWY STE 277
WEST DES MOINES, IA 50266
FUTURE OVERFLOW =967.24
FUTURE OVERFLOW =970.25
FUTURE OVERFLOW =973.07
OVERFLOW =968.83
SCALE
0' 25' 50' 100'

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

ENGINEER: EKO
EI: MAE

CIVIL DESIGN ADVANTAGE

# KING'S POINTE EAST
## PRELIMINARY PLAT

ANKENY, IOWA

4/8

2108.649

SHEET INDEX
NORTHSTAR LTD
21220 225TH ST
GRUNDY CENTER, IA 50638
POTENTIAL TURN LANES. REFER TO TRAFFIC STUDY FOR EXACT REQUIREMENTS
NE 72ND STREET
100' ROW
FARM ENTRANCE TO BE REMOVED
12" WATERMAIN
8' TRAIL
18" STORM SEWER
12" VALVE
8" VALVE
SIDEWALK EASEMENT
TEMPORARY BLOWOFF HYDRANT
EXISTING 18" STORM SEWER CULVERT
S89°34'39"W 915.92'
SIGNAGE EASEMENT (WIDTH VARIES)
SIDEWALK EASEMENT
7' GAS EASEMENT
10' PUE
EXISTING WATERMAIN EASEMENT (BK. 9841, PG. 245)
EXISTING DRIVEWAY
EXISTING WATERMAIN
EXISTING 18" STORM SEWER CULVERT
30' SETBACK
22
13535 SF
FIRE HYDRANT
15' DRAINAGE EASEMENT
25' DRAINAGE EASEMENT
N00°20'20"E 219.91'
8" SANITARY SEWER
23
8462 SF
HUSS, KEVIN & EMILY
1957 NE 126TH AVE
ALLEMAN, IA 50007
KLEIN, STEVEN
5010 NE JAN ROSE PKWY
ANKENY, IA 50021
8" STORM SEWER
15' SANITARY SEWER EASEMENT
4" SANITARY SEWER SERVICE
24
8398 SF
S89°19'53"W 164.98'
NE KING'S POINTE DRIVE
25
9170 SF
MPE=981.25
5' SIDEWALK
250' HYDRANT RADIUS (TYP.)
26
9170 SF
MPE=981.25
60' B-B
29' B-B
27
9170 SF
MPE=981.25
OUTLOT 'W'
64813 SF
1.49 AC
(DETENTION)
POND 2 (DRY-BOTTOM)
100-YEAR ELEVATION=978.95
OVERFLOW ELEVATION=980.00
N00°18'13"E 372.98'
7' GAS EASEMENT
10' PUE
28
9231 SF
MPE=981.25
15" STORM SEWER
OVERFLOW =981.61
10' DRAINAGE EASEMENT
29
9554 SF
MPE=981.25
5' SIDEWALK
20' STORM SEWER EASEMENT
INSTALL 12" ORIFICE PLATE IN POND OUTLET
15" STORM SEWER
S89°17'28"W 126.71'
30' DRAINAGE EASEMENT
35' SANITARY SEWER EASEMENT
15" STORM SEWER
20' STORM SEWER EASEMENT
S89°19'20"W 666.91'
100-YEAR FEMA FLOODPLAIN
ZONE A, WITHOUT BASE FLOOD ELEVATION
MAP PANEL: 19153C0065F
(EFFECTIVE DATE: 02/01/2019)
GROVE, KELLY & KATIE
2013 NE 126TH AVE
ALLEMAN, IA 50007
SEUNTJENS, CHRISTOPHER & IRENE
2075 NE 126TH AVE
ALLEMAN, IA 50007
8" SANITARY SEWER
24" STORM SEWER
15' ACCESS EASEMENT
OVERFLOW =980.00
35' SETBACK
18" STORM SEWER
15" TRUNK SANITARY SEWER
HOPE KIMBERLEY LLC
4500 WESTOWN PKWY STE 277
WEST DES MOINES, IA 50266
8" SANITARY SEWER (PAID FOR BY OTHERS)
30
17587 SF
MPE=981.25
31
13635 SF
MPE=981.25
32
13635 SF
MPE=981.25
33
13735 SF
MPE=981.25
34
35889 SF
OUTLOT 'Y'
459965 SF
10.56 AC
(OPEN SPACE)
342'
OVERFLOW =981.97
8" VALVE
5' SIDEWALK
8" WATERMAIN
30' SETBACK
7' GAS EASEMENT
10' PUE
8" SANITARY SEWER
FIRE HYDRANT
NE 69TH COURT
29' 60' B-B B-B ROW
7" P.C.C.
35
76973 SF
15" TRUNK SANITARY SEWER
N32°53'27"E 539.75'
7' GAS EASEMENT
10' PUE
6" SANITARY SEWER SERVICE
21
8" STORM SEWER
5' SIDEWALK
30' SETBACK
30' SANITARY SEWER EASEMENT
SCALE
0' 25' 50' 100'
N

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## KING'S POINTE EAST
## PRELIMINARY PLAT

ANKENY, IOWA

CIVIL DESIGN ADVANTAGE

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

ENGINEER: EKO
EI: MAE

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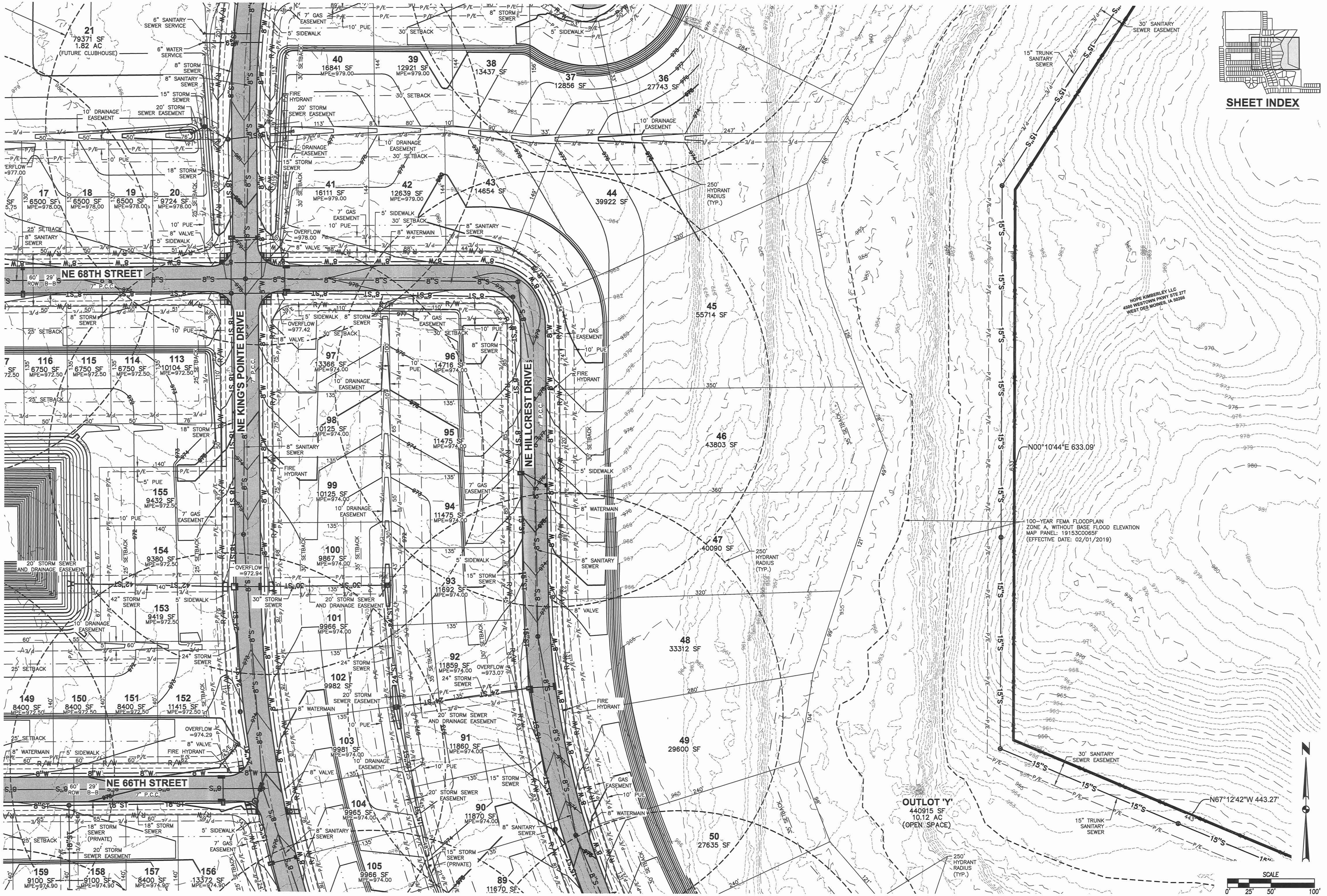
SHEET INDEX
NE 68TH STREET
NE 66TH STREET
NE KING'S POINTE DRIVE
NE HILLCREST DRIVE
60' ROW
29' B-B
7" P.C.C.
21
79371 SF
1.82 AC
(FUTURE CLUBHOUSE)
40
16841 SF
MPE=979.00
39
12921 SF
MPE=979.00
38
13437 SF
37
12856 SF
36
27743 SF
41
16111 SF
MPE=979.00
42
12639 SF
MPE=979.00
43
14654 SF
44
39922 SF
17
6500 SF
MPE=978.00
18
6500 SF
MPE=978.00
19
6500 SF
MPE=978.00
20
9724 SF
MPE=978.00
45
55714 SF
46
43803 SF
47
40090 SF
48
33312 SF
49
29600 SF
50
27635 SF
116
6750 SF
MPE=972.50
115
6750 SF
MPE=972.50
114
6750 SF
MPE=972.50
113
10104 SF
MPE=972.50
97
13366 SF
MPE=974.00
96
14716 SF
MPE=974.00
98
10125 SF
MPE=974.00
95
11475 SF
MPE=974.00
99
10125 SF
MPE=974.00
94
11475 SF
MPE=974.00
155
9432 SF
MPE=972.50
154
9380 SF
MPE=972.50
153
9419 SF
MPE=972.50
100
9867 SF
MPE=974.00
93
11692 SF
MPE=974.00
101
9966 SF
MPE=974.00
92
11859 SF
MPE=974.00
102
9982 SF
103
9981 SF
MPE=974.00
91
11860 SF
MPE=974.00
104
9965 SF
MPE=974.00
90
11870 SF
MPE=974.00
105
9966 SF
MPE=974.00
89
11670 SF
149
8400 SF
MPE=972.50
150
8400 SF
MPE=972.50
151
8400 SF
MPE=972.50
152
11415 SF
MPE=972.50
159
9100 SF
MPE=974.90
158
9100 SF
MPE=974.90
157
8400 SF
MPE=974.90
156
13372 SF
MPE=974.90
OUTLOT 'Y'
440915 SF
10.12 AC
(OPEN SPACE)
HOPE KIMBERLEY LLC
4500 WESTOWN PKWY STE 277
WEST DES MOINES, IA 50266
N00°10'44"E 633.09'
N67°12'42"W 443.27'
100-YEAR FEMA FLOODPLAIN
ZONE A, WITHOUT BASE FLOOD ELEVATION
MAP PANEL: 19153C0065F
(EFFECTIVE DATE: 02/01/2019)
30' SANITARY SEWER EASEMENT
15" TRUNK SANITARY SEWER
250' HYDRANT RADIUS (TYP.)
20' STORM SEWER AND DRAINAGE EASEMENT
10' DRAINAGE EASEMENT
7' GAS EASEMENT
10' PUE
30' SETBACK
25' SETBACK
5' SIDEWALK
FIRE HYDRANT
8" WATERMAIN
8" SANITARY SEWER
8" VALVE
OVERFLOW =977.00
OVERFLOW =978.00
OVERFLOW =977.42
OVERFLOW =972.94
OVERFLOW =973.07
OVERFLOW =974.29
18" STORM SEWER (PRIVATE)
15" STORM SEWER (PRIVATE)
SCALE
0'
25'
50'
100'
N

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

ENGINEER: EKO
EI: MAE

CIVIL DESIGN ADVANTAGE

# KING'S POINTE EAST
## PRELIMINARY PLAT

ANKENY, IOWA

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NE 66TH STREET
NE 64TH STREET
NE 62ND STREET
NE KING'S POINTE DRIVE
NE HILLCREST DRIVE
NE 64TH COURT
OUTLOT 'Y'
440915 SF
10.12 AC
(OPEN SPACE)
OUTLOT 'Z'
41441 SF
0.95 AC
SHEET INDEX
104 9965 SF MPE=974.00
105 9966 SF MPE=974.00
106 9982 SF MPE=974.00
107 9981 SF MPE=976.10
108 10123 SF MPE=976.10
109 10952 SF MPE=976.10
110 11119 SF MPE=976.00
111 11138 SF MPE=976.00
112 15653 SF MPE=976.00
90 11870 SF MPE=974.00
89 11670 SF MPE=974.00
88 11580 SF MPE=976.10
87 11294 SF MPE=976.10
86 11999 SF MPE=976.10
85 12519 SF MPE=976.00
84 12812 SF MPE=976.00
83 16494 SF MPE=976.00
50 27635 SF
51 30395 SF
52 27311 SF
53 25435 SF
54 53933 SF
55 55660 SF
56 33225 SF
57 33251 SF
159 9100 SF MPE=974.90
158 9100 SF MPE=974.90
157 8400 SF MPE=974.90
156 13372 SF MPE=974.90
186 9100 SF MPE=974.90
187 9100 SF MPE=974.90
188 9100 SF MPE=974.90
189 9100 SF MPE=974.90
190 12168 SF MPE=974.90
192 18119 SF MPE=974.25
193 13026 SF MPE=974.25
194 14395 SF MPE=974.25
195 16591 SF MPE=974.25
196 12201 SF MPE=974.25
197 16307 SF MPE=974.25
191 19123 SF MOE=974.25
82 11379 SF MPE=973.75
81 11379 SF MPE=973.75
80 11379 SF MPE=973.75
79 11098 SF MPE=973.75
78 14184 SF MPE=973.75
77 16052 SF
76 12000 SF
75 12000 SF
74 12000 SF MPE=962.00
60' ROW 29' B-B
7" P.C.C.
70' 31' ROW B-B
8" P.C.C.
29' 60' B-B ROW
25' SETBACK
30' SETBACK
35' SETBACK
5' SIDEWALK
10' PUE
7' GAS EASEMENT
8" WATERMAIN
10" WATERMAIN
8" SANITARY SEWER
8" STORM SEWER
15" STORM SEWER
18" STORM SEWER
15" STORM SEWER (PRIVATE)
18" STORM SEWER (PRIVATE)
20' STORM SEWER EASEMENT
10' DRAINAGE EASEMENT
16' DRAINAGE EASEMENT
20' DRAINAGE EASEMENT
35' DRAINAGE EASEMENT
30' DRAINAGE EASEMENT
FIRE HYDRANT
8" VALVE
10" VALVE
OVERFLOW =975.08
OVERFLOW =981.04
OVERFLOW =974.47
OVERFLOW =974.84
OVERFLOW =977.29
OVERFLOW =961.08
FUTURE OVERFLOW =973.07
15" TRUNK SANITARY SEWER
18" TRUNK SANITARY SEWER
30' SANITARY SEWER EASEMENT
250' HYDRANT RADIUS (TYP.)
100-YEAR FEMA FLOODPLAIN ZONE A, WITHOUT BASE FLOOD ELEVATION MAP PANEL: 19153C0065F (EFFECTIVE DATE: 02/01/2019)
EX. RIPRAP (BY OTHERS)
CULVERT (BY OTHERS) VERIFY EXISTING GRADES OVER CULVERT
EXISTING STORM SEWER
EXISTING SANITARY SEWER
EXISTING STORM WATER MANAGEMENT FACILITY EASEMENT
EXISTING 50' SANITARY SEWER EASEMENT
EXISTING 30' DRAINAGE EASEMENT
TEMPORARY 15' WATERMAIN EASEMENT
TEMPORARY BLOWOFF HYDRANT
GRANULAR TEMPORARY TURNAROUND
TEMPORARY 30' SANITARY SEWER EASEMENT
TEMPORARY 20' STORM SEWER EASEMENT
TEMPORARY TURNAROUND EASEMENT
TEMPORARY DRAINAGE EASEMENT (WIDTH VARIES)
N73°47'15"E 145.36'
N78°03'20"E 2.87'
N07°21'40"E 43.84'
S20°53'28"E 246.65'
N46°30'31"E 77.44'
N60°55'27"E 75.00'
N76°45'19"E 77.96'
Δ=0°44'49"
L=9.97'
R=765.00'
CH=9.97'
CHB=N69°28'56"E
S20°08'40"E 150.00'
N72°59'38"E 67.34'
N79°16'13"E 67.34'
N85°32'48"E 67.34'
N89°45'46"E 160.78'
S81°45'17"E 60.00'
Δ=0°29'42"
L=8.90'
R=1030.00'
CH=8.90'
CHB=N07°59'52"E
N89°48'16"E 455.08'
N89°48'16"E 232.42'
BILL KIMBERLEY LC POB 369 ANKENY, IA 50021
KIMBERLEY ESTATES OWNERS ASSOCIATION 2785 N ANKENY BLVD STE 22 ANKENY, IA 50023
SCALE
0' 25' 50' 100'
N

# KING'S POINTE EAST
## PRELIMINARY PLAT

ANKENY, IOWA

CIVIL DESIGN ADVANTAGE

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

ENGINEER: EKO
EI: MAE

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7/8
2108.649

FILE: H:\2021\2108649\DWG\2108649-PRE PLAT.DWG
FILE DATE: 4/19/24 DATE PLOTTED: 4/19/2024 8:42 AM
PLOTTED BY: JONATHON MCDONALD
COMMENT:
TECH:
ENG:

OUTLOT 'Y'
440915 SF
10.12 AC
(OPEN SPACE)
N67°12'42"W 443.27'
15" TRUNK SANITARY SEWER
250' HYDRANT RADIUS (TYP.)
15" TRUNK SANITARY SEWER
30' SANITARY SEWER EASEMENT
51
0395 SF
35' SETBACK
53
25435 SF
54
53933 SF
52
27311 SF
7' GAS EASEMENT
10' PUE
5' SIDEWALK
8" WATERMAIN
8" VALVE
8" SANITARY SEWER
NE 64TH COURT
7" P.C.C.
29' - 60' B-B ROW
8" STORM SEWER
FIRE HYDRANT
30' SETBACK
100-YEAR FEMA FLOODPLAIN ZONE A, WITHOUT BASE FLOOD ELEVATION MAP PANEL: 19153C0065F (EFFECTIVE DATE: 02/01/2019)
N00°20'42"E 575.24'
55
55660 SF
OVERFLOW =981.04
30' SANITARY SEWER EASEMENT
35' SETBACK
EX. RIPRAP (BY OTHERS)
57
33251 SF
56
33225 SF
35' DRAINAGE EASEMENT
Δ=4°57'02"
L=66.10'
R=765.00'
CH=66.08'
CHB=N87°11'10"W
S00°20'19"W 110.35'
N89°39'41"W 34.00'
10" VALVE
10" WATERMAIN
EXISTING STORM SEWER
VAN DYKE, JUDITH & ROBIN 224 NE CHALET LN ANKENY, IA 50021
S89°18'31"W 509.04'
15' DRAINAGE EASEMENT
10' DRAINAGE EASEMENT
25' SETBACK
58
7099 SF
59
7173 SF
60
7246 SF
61
7320 SF
62
7394 SF
63
7467 SF
64
12629 SF
8' TRAIL
15' SIGNAGE EASEMENT
EXISTING DRIVEWAY
EXISTING WATER SERVICE
TEMPORARY BLOWOFF HYDRANT
NE DELAWARE AVENUE
EXISTING 33' HALF ROW
50' HALF ROW
12" VALVE
10" VALVE
EXISTING 24" STORM SEWER
MAP LOCATED
NE 62ND STREET
31' - 70' B-B ROW
8" P.C.C.
N00°20'19"E 295.10'
OVERFLOW =986.07
POTENTIAL TURN LANES. REFER TO TRAFFIC STUDY FOR EXACT REQUIREMENTS
OVERFLOW =977.29
OVERFLOW =961.08
CULVERT (BY OTHERS) VERIFY EXISTING GRADES OVER CULVERT
15" STORM SEWER
24" STORM SEWER
18" TRUNK SANITARY SEWER
SIGNAGE EASEMENT (WIDTH VARIES)
77
16052 SF
76
12000 SF
75
12000 SF
74
12000 SF
MPE=962.00
OUTLOT 'Z'
41441 SF
0.95 AC
73
7366 SF
MPE=962.00
72
7191 SF
MPE=962.00
71
7149 SF
MPE=962.00
70
7109 SF
69
7070 SF
68
7031 SF
67
6991 SF
66
6952 SF
65
9955 SF
12" WATERMAIN
CONNECT TO EXISTING SANITARY SEWER
CONNECT TO EXISTING WATERMAIN
WYCKOFF, ALVIN & EMILY 1275 SW STATE ST UNIT 223 ANKENY, IA 50023
Δ=0°29'42"
L=8.90'
R=1030.00'
CH=8.90'
CHB=N07°59'52"E
30' DRAINAGE EASEMENT
N89°48'16"E 455.08'
N89°48'16"E 232.42'
N89°48'16"E 597.58'
20' DRAINAGE EASEMENT
15' DRAINAGE EASEMENT
BILL KIMBERLEY LC POB 369 ANKENY, IA 50021
KIMBERLEY ESTATES OWNERS ASSOCIATION 2785 N ANKENY BLVD STE 22 ANKENY, IA 50023
EXISTING SANITARY SEWER
EXISTING STORM WATER MANAGEMENT FACILITY EASEMENT
EXISTING 50' SANITARY SEWER EASEMENT
EXISTING 30' DRAINAGE EASEMENT
EXISTING 10' PUE
EXISTING 10' DRAINAGE EASEMENT
EXISTING FIBER OPTIC
EXISTING ELECTRIC
EXISTING 5' PUE
EXISTING 20' STORM SEWER & DRAINAGE EASEMENT
BILL KIMBERLEY LC PO BOX 369 ANKENY, IA 50021
EXISTING 24" STORM SEWER
EXISTING STORM SEWER EASEMENT
EXISTING 7' GAS EASEMENT
EXISTING 30' LANDSCAPE BUFFER EASEMENT
EXISTING 12" WATERMAIN
REFER TO DETAIL 'A'
EXISTING 24" STORM SEWER
EXISTING OVERHEAD ELECTRIC
EXISTING 12" WATERMAIN
NE DELAWARE AVENUE
DETAIL 'A' (1" = 50' FULL SIZE)
SHEET INDEX
SCALE
0' 25' 50' 100'

KING'S POINTE EAST
PRELIMINARY PLAT

ANKENY, IOWA

CIVIL DESIGN ADVANTAGE

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

ENGINEER: EKO
EI: MAE

| REVISIONS | DATE |
|---|---|
| | |
| FINAL SUBMITTAL | 04/19/2024 |
| FOURTH SUBMITTAL | 03/28/2024 |
| THIRD SUBMITTAL | 03/08/2024 |
| SECOND SUBMITTAL | 02/23/2024 |
| FIRST SUBMITTAL | 01/19/2024 |

8/8

2108.649

FILE: H:\2021\2108649\DWG\2108649-PRE PLAT.DWG
FILE DATE: 4/19/24 DATE PLOTTED: 4/19/2024 8:42 AM
PLOTTED BY: JONATHON MCDONALD
COMMENT:
TECH: ENG:

# Meeting Minutes

## Plan & Zoning Commission Meeting

Tuesday, April 16, 2024

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

### CALL TO ORDER

Chair Ted Rapp called the April 16, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

### ROLL CALL

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

### BUSINESS ITEMS

### Item #10. Kings Pointe East Preliminary Plat

**Staff Report:** J.Heil reported King's Pointe East is a proposed 123.19-acre preliminary plat located at the southwest corner of the NE 72nd Street and NE Delaware Avenue intersection. The project includes the construction of 225 single family residential lots, an outlot for multi-family residential restricted to 18 units per acre, an outlot to be dedicated to the City as parkland, four outlots for open space/storm water management, proposed public streets, along with public sanitary sewer, water main and storm sewer improvements. The City's Parks Department has agreed to accept Outlot V, totaling 8.21 acres, as parkland dedication for this development. J.Heil said that this preliminary plat is in general conformance with Hope Kimberley Properties Phase 1 and Phase 2 PUD's and other recent land use plan amendments and rezonings in this area. He provided information on the three major access points for this development. He shared that staff does not have a final approved traffic study, but the developer has provided turn lanes at all the major intersections of this plat and has provided in the notes that they would agree to additional recommendations from the traffic study when it is complete. J.Heil explained in detail information on water and sanitary sewer. He shared that a full drainage study is being required with the final plat as the Four Mile Creek watershed is currently in a FEMA flood zone. A floodplain development permit will also be required prior to any groundwork and that information has been communicated with the developer. He further said that the City is requiring a stream bank analysis that is currently being worked on for the unnamed creek in Outlot Y and Z. Ownership, improvements and stabilization requirements will be determined and be required at the time of final platting.

J.Heil noted that correspondence was received from Jeremy and Teresa Nefzger and the Four Mile Four plat owners and their concern is that part of the Four Mile Four, Outlot Y is included in this preliminary plat and contains the note "Outlot Y is all open space and unbuildable." J.Heil stated that there are two separate issues, which include the plat notes on the Four Mile Four plat and the private covenants. He stated that first and foremost, the City has no jurisdiction over private covenants, or any private covenants. That the document is a contractual matter between all of the property owners of property within a Plat. Secondly, in regard to the plat note on Outlot Y stating, "Outlot Y is all open space and unbuildable." City Staff's position, upon consultation with the City Attorney, is that now that the property has been annexed into the City of Ankeny, the City can proceed with the normal platting process if presented with an application for subdivision for the outlots. As is typical with any other replatting of outlots in the City's jurisdiction. However, the City processing final plats to replat would not erase whatever limitations may exist on Outlot Y through the private covenants. That will still have to be addressed/resolved separate of the platting process. He further stated that staff has advised Hope Kimberley, LLC to work with the property owners of the Four Mile Four Plat. The City will require that the applicant/property owner provide documentation that an agreement has been reached to the satisfaction of all the property owners within the Four Mile Four Plat before any final plats that incorporate Outlot Y move forward. However, as previously mentioned, if the City is presented with applications for subdivision plats for any of the other areas outside of Outlot Y in Four Mile Four, the City will process them as we would for any other property in our jurisdiction. The staff recommendation is that the Plan and Zoning Commission recommend City Council approval of the King's Pointe East Preliminary Plat; and accept the public street name NE Kings Pointe Drive.

L.West asked if the requirement of the stream bank analysis was to prevent what happened at West Winds. Staff responded, yes.

R.Weisheit confirmed with staff the location of Outlot Y. E.Jensen presented an aerial map showing the specific area. E.Jensen further commented that this is a preliminary plat, basically a conceptual plan. He believes Mr. Nefzger just wanted the city to be aware that there was an issue related to this development.

T.Rapp asked that since the sanitary sewer is being extended behind the existing parcels to the north, will those parcels be able to hook up to services at their leisure. E.Jensen responded, he assumes so.

Erin Ollendike, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale commented that she did not have any additional information to share with the Commission.

Motion by A.Renaud to recommend City Council approval of the Kings Pointe East Preliminary Plat, and acceptance of the public street name NE Kings Pointe Drive. Second by R.Weisheit. All voted aye. Motion carried 7 – 0.

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*Plan and Zoning Commission*
*Staff Report*

*Meeting Date: April 16, 2024*

---

**Agenda Item:** King's Pointe East – Preliminary Plat
**Report Date:** April 11, 2024
**Prepared By:** Jake Heil EJC
Associate Planner

## Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the King's Pointe East Preliminary Plat; and accept the public street name NE Kings Pointe Drive.

## Project Summary:

King's Pointe East is a proposed 123.19-acre (+/-) preliminary plat located in the northeast quadrant of Ankeny; more specifically at the southwest corner of the NE 72nd Street and NE Delaware Avenue intersection. The project includes the construction of 225 single family residential lots, an outlot for multi-family residential restricted to 18 units per acre, an outlot to be dedicated to the City as parkland, four outlots for open space/storm water management, proposed public streets, along with public sanitary sewer, water main and storm sewer improvements. The King's Pointe East preliminary plat is in general conformance with the Hope Kimberley Properties Phase 1 and Phase 2 PUD's and other recent land use plan amendments and rezonings in this area.

## Project Report:

Streets: The preliminary plat includes the addition of a new public street NE Kings Pointe Drive. The proposed development will be primarily accessed off of NE 72nd Street to the north and NE Delaware Avenue from the west. NE Hillcrest Drive and NE Trilein Drive will provide existing connections through developments to the south. Five-foot sidewalks will be required throughout the development with the exception of an 8-foot sidewalk being required on the south side of NE 72nd Street, east side of NE Trilein Drive and west side of NE Delaware Avenue.

The traffic study is still currently in the process of being completed. The developer has provided turn lanes at the main access points along NE 72nd Street and NE Delaware Avenue and other necessary traffic improvements on this preliminary plat. City Staff believes there will not be any major changes from what is already being shown on the preliminary plat, with the 71st Street access point and turn lane queuing lengths being the remaining concerns. The traffic study will be required to be completed before this preliminary plat is approved by City Council.

Water: A 12-inch water main exists along the west side of NE Delaware Avenue, which will be extended north to the existing homesteads just north of NE 62nd Street. Additionally, 12-inch water main will be installed along the south side of NE 72nd Street, for the entirety of the northern preliminary plat boundary. 10-inch water main will be installed along NE 62nd Street and extended north along NE Trilein Drive. Eight-inch water mains will be extended throughout the remainder of the proposed development.

Sewer: 18-inch sanitary sewer currently exists along the unnamed creek on the west side of NE Delaware Avenue. This main will be extended north, where it will switch to a 15-inch main north of NE 62nd Street, and continue north along the unnamed creek, where it stops just short of the existing homesteads on the south side of NE 72nd Street. An 8-inch main will extend from that point, west along the south property line of those homesteads to serve those existing homes in the future. The 8-inch main will be extended west along NE 68th Street past the western plat boundary. From there it will be extended west and south, eventually tying into the existing 12-inch sewer main along N Ankeny Blvd. Eight-inch sanitary sewer will then be extended throughout the remainder of the development.

Drainage: A full drainage study is being required with the final plat as the Fourmile Creek watershed is currently in a FEMA flood zone. A floodplain development permit will also be required prior to any ground work and has been communicated with the developer. Stormwater in this area generally flows east or west from the middle of the development. Eventually, all storm water either flows west into Fourmile Creek on the western boundary or into the unnamed branch of the Fourmile Creek that is on the eastern boundary of the development. Stormwater from there flows south and east ultimately out letting into the Des Moines River.

The preliminary plat shows Outlot X and W to be utilized as storm water detention ponds, maintained by the Homeowner's Association. The City is requiring a stream bank analysis, that is currently being worked on for the unnamed creek in Outlot Y and Z. Ownership, improvements and stabilization requirements will be determined and be required at the time of final platting.

Park site: The City's Parks Department has agreed to accept Outlot V, totaling 8.21 acres, as parkland dedication for this development. While this parkland dedication is more than what is being required in this development, this parkland would also serve as part of the parkland dedication for the other Hope Kimberley projects immediately to the east, west and south that will eventually be a part of this development.

CIVIL DESIGN ADVANTAGE

CIVIL ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

March 29, 2024

Honorable Mayor, City Council & Planning & Zoning Commission
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: King's Pointe Preliminary Plat

Honorable Mayor, City Council and Planning and Zoning Commission;

On behalf of Hope Kimberley, LLC, we respectfully submit herewith the King's Pointe Preliminary Plat in request for approval. This property consists of 123.2 acres and is located southwest of the intersection of NE Delaware Avenue and NW 72nd Street. These documents were prepared in accordance with Ankeny's standards and meet the requirements of the R-3 Multiple Family Residence District with restrictions and the PUD requirements that exist on the property. This project features the construction of 224 single family residential lots, an outlot for multi-family residential restricted to 18 units/acre, an outlot to be dedicated to the city as parkland, a lot for the construction of a clubhouse and four outlots for open space/stormwater management.

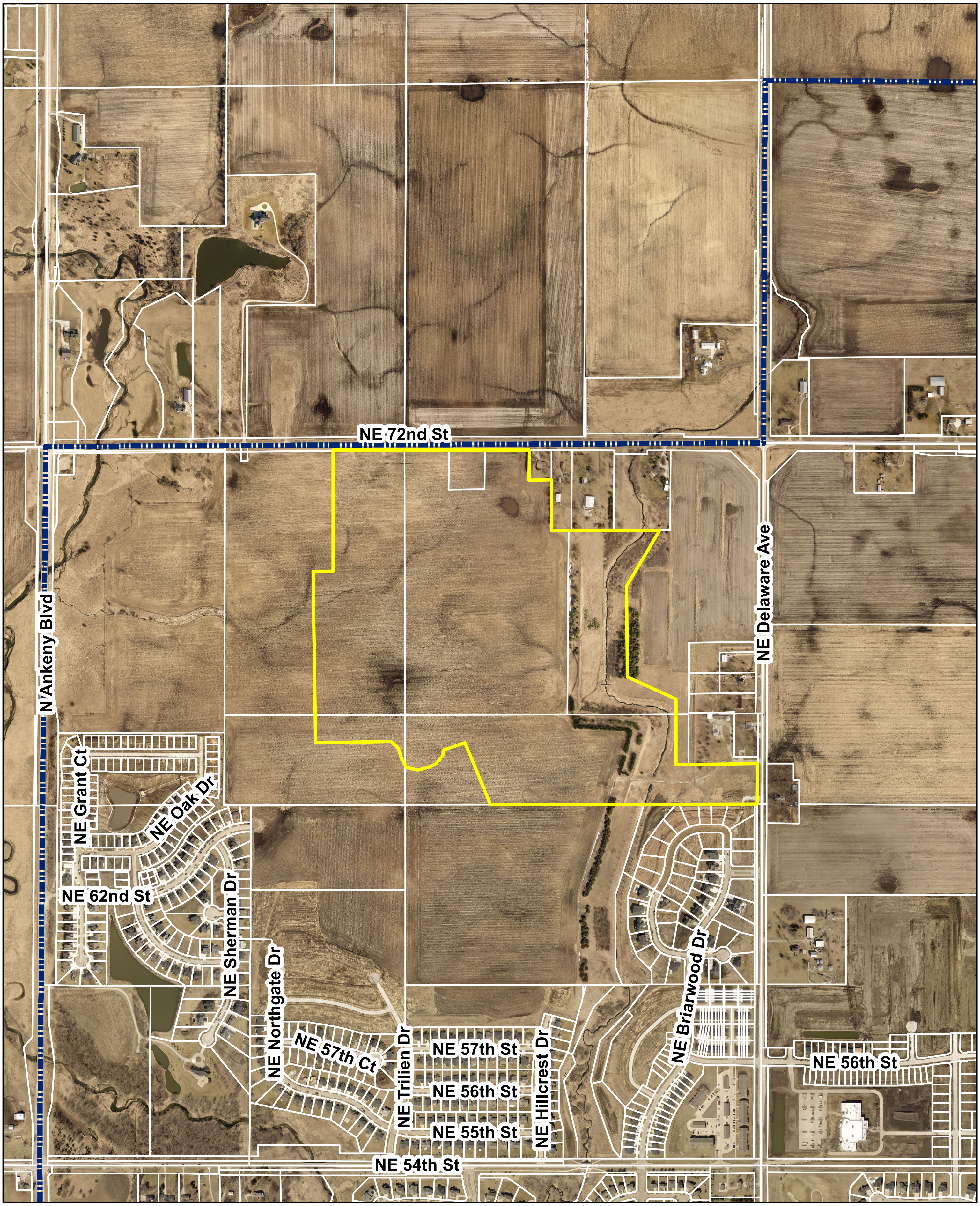
Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Erin K. Ollendike

Erin K. Ollendike, P.E.


NE 72nd St
N Ankeny Blvd
NE Delaware Ave
NE Grant Ct
NE Oak Dr
NE 62nd St
NE Sherman Dr
NE Northgate Dr
NE 57th Ct
NE Trilien Dr
NE 57th St
NE 56th St
NE 55th St
NE Hillcrest Dr
NE Briarwood Dr
NE 56th St
NE 54th St
N

1 inch = 900 feet

Date: 4/10/2024

**King's Pointe East**
**Preliminary Plat**

Ankeny
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ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting the final plat, warranty deed for streets, performance and maintenance bonds for public improvements, platted easements, sewer connection fee, and authorizing cost-participation for water main and sidewalk oversizing and truncated domes for Spectrum 36 Plat 3.

EXECUTIVE SUMMARY:

Spectrum 36 Plat 3 is a proposed 10.95-acre (+/-) plat located north of NE 36th Street and west of NE Four Mile Drive. The proposed final plat is in conformance with Spectrum 36 Neighborhood Plan, which was approved on April 5, 2021. The subject plat creates two platted lots, a street lot and associated utilities and easements. Lot 1 is 5.51-acres and Lot 2 is 4.69-acres and both will consist of commercial uses.

FISCAL IMPACT: **Yes**

Authorize cost-participation requests for 12” water main upsizing along NE Four Mile Drive in the amount estimated to be $3,300.00 and for sidewalk oversizing and truncated domes along NE Four Mile Drive and NE 36th Street in the amount estimated to be $13,546.00.

CITY MANAGER'S RECOMMENDATIONS:

Community Development Director recommended City Council approval on May 15, 2024.

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

## PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution |
| 🗋 Final Plat |
| 🗋 Staff Report |
| 🗋 Aerial Map |
| 🗋 Applicant Letter |

**WHEN RECORDED RETURN TO:**

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Dr., Ankeny, IA 50023 Phone: 515-963-3544

# RESOLUTION

## RESOLUTION ACCEPTING FINAL PLAT, WARRANTY DEED TO STREETS, PERFORMANCE AND MAINTENANCE BONDS FOR PUBLIC IMPROVEMENTS, PLATTED EASEMENTS, SEWER CONNECTION FEE AND AUTHORIZING COST-PARTICIPATION FOR WATER MAIN UPSIZING AND SIDEWALK OVERSIZING AND TRUNCATED DOMES, FOR SPECTRUM 36 PLAT 3

**WHEREAS**, the Community Development Director of the City of Ankeny, Iowa, administratively approved the final plat for Spectrum 36 Plat 3 on the 15th day of May, 2024; and

**WHEREAS**, the attorney's title opinion, warranty deed to streets, performance and maintenance bonds for public improvements, platted easements and sewer connection fee have been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

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

1. That final plat for Spectrum 36 Plat 3 is hereby approved;
2. That the performance and maintenance bonds for paving and water main, sanitary sewer, storm sewer and subgrade are hereby accepted;
3. That the public gas easement, public utility easement, public storm sewer easement, public sanitary sewer, public water main easement and the amendment to the storm water management facility covenant and permanent easement agreement are hereby accepted;
4. That the Otter Creek Trunk Sewer Connection District 2 connection fee of $36,102.15 is accepted;
5. That the cost-participation for 12” water main upsizing in the amount estimated at $3,300.00 and for sidewalk oversizing and truncated domes estimated at $13,546.00. is hereby approved.

**PASSED AND APPROVED** this 20th day of May 2024.

Mark E. Holm, Mayor

**ATTEST:**

Diane Klemme, Deputy City Clerk

# SPECTRUM 36 - PLAT 3
# FINAL PLAT

AREA ABOVE RESERVED FOR RECORDER'S STAMP

SURVEYOR'S NAME:
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:
OUTLOT X
SPECTRUM 36-PLAT 2
SEC. 6-80-23
REQUESTED BY:
THRESHOLD CAPITAL
RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023

I hereby grant administrative approval of the Final Plat for Spectrum 36 Plat 3, as set forth in the Otter Creek Planned Unit Development

CITY OF ANKENY, IOWA

5/15/2024
Date

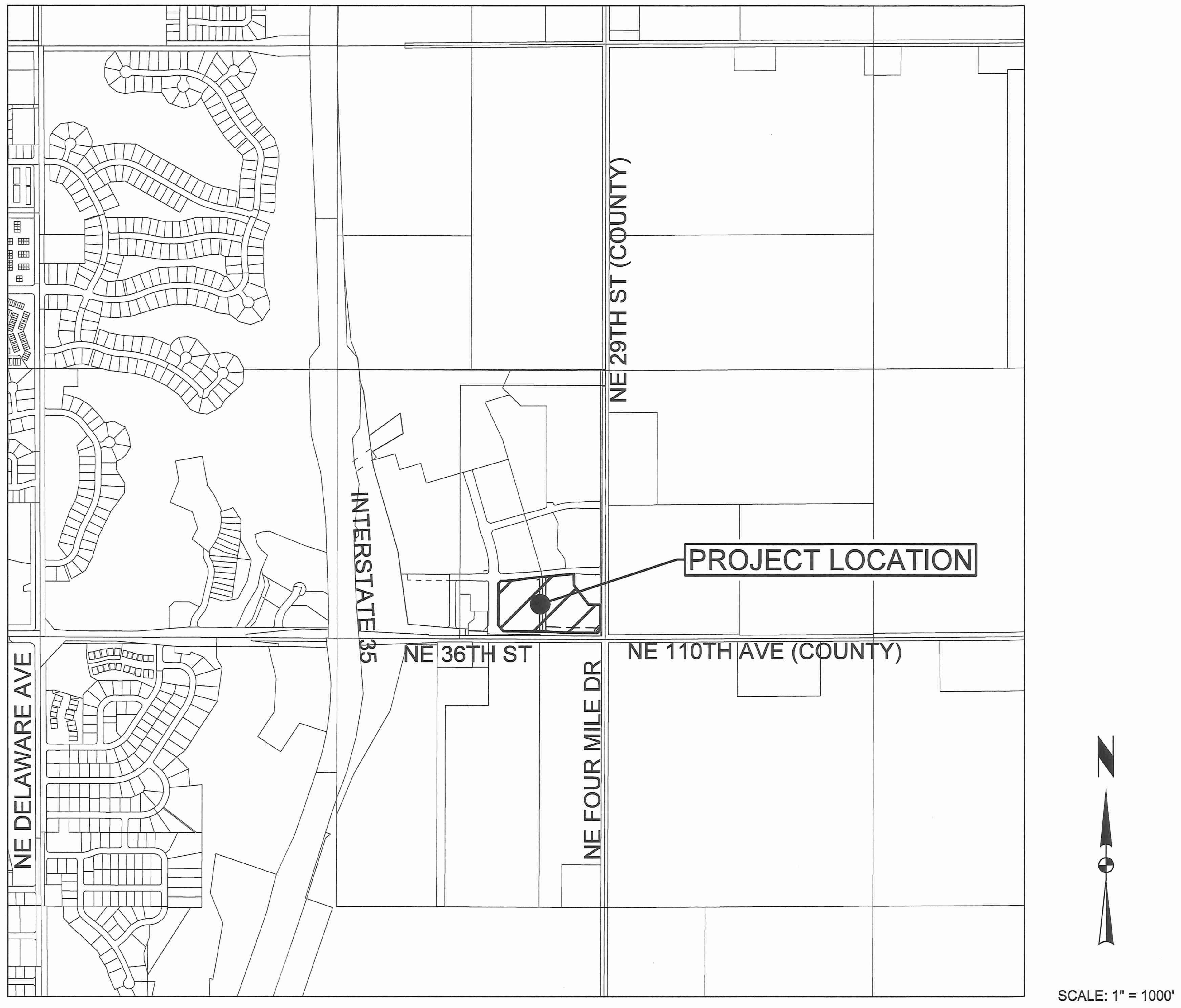
Eric Jensen, Director
Community Development

ATTEST:

Brenda Fuglsang
Brenda Fuglsang, Administrative Assistant

## NOTES

1. INDIVIDUAL LOT OWNERS ARE RESPONSIBLE TO INSTALL 5' SIDEWALK ALONG PUBLIC STREET FRONTAGES. SIDEWALKS ARE TO BE INSTALLED WITH INDIVIDUAL LOT SITE PLAN IMPROVEMENTS.
2. ALL STREET LOTS CREATED AS PART OF THIS PLAT SHALL BE DEDICATED TO THE CITY OF ANKENY.
3. THE TRAFFIC IMPACT STUDY COMPLETED WITH THE SPECTRUM 36 NEIGHBORHOOD PLAN MAY BE REQUIRED TO BE UPDATED WITH THE INDIVIDUAL DEVELOPMENT OF LOTS 1 AND 2. FUTURE ROADWAY IMPROVEMENTS REQUIRED AS PART OF FUTURE TRAFFIC STUDIES WILL BE THE RESPONSIBILITY OF THE ASSOCIATED INDIVIDUAL LOT OWNERS.
4. OUTLOT "T" IN SPECTRUM 36 - PLAT 2 IS TO BE USED FOR REGIONAL STORM WATER DETENTION FOR LOT 2 AND PROVIDE UP TO 10% OPEN SPACE TO INDIVIDUAL SPECTRUM LOTS.
5. OUTLOT "U" IN SPECTRUM 36 - PLAT 2 IS TO BE USED FOR REGIONAL STORM WATER DETENTION FOR LOT 1 AND PROVIDE UP TO 10% OPEN SPACE TO INDIVIDUAL SPECTRUM LOTS.
6. ALL LOTS ARE SUBJECT TO LANDSCAPE AND BUFFER REQUIREMENTS DESCRIBED IN THE OTTER CREEK PUD ZONING BOOK.
7. THE 8 FOOT SIDEWALK ALONG THE NE FOUR MILE DRIVE FRONTAGE OF OUTLOT "U", SPECTRUM 36 - PLAT 2 IS REQUIRED TO BE INSTALLED AS PART OF THE SPECTRUM 36 PLAT 3 PUBLIC IMPROVEMENTS.
8. THE 5 FOOT SIDEWALK ALONG THE NE 38TH ST. FRONTAGE OF OUTLOT U, SPECTRUM 36 - PLAT 2 IS REQUIRED TO BE INSTALLED AS PART OF THE SPECTRUM 36 PLAT 3 PUBLIC IMPROVEMENTS.
9. THE 8 FOOT WIDE SIDEWALK REQUIRED ALONG THE NE 36TH STREET FRONTAGES OF LOTS 1 AND 2 IS REQUIRED TO BE INSTALLED AS PART OF THE SPECTRUM 36 PLAT 3 PUBLIC IMPROVEMENTS.
10. THE 8 FOOT WIDE SIDEWALK REQUIRED ALONG THE NE FOUR MILE FRONTAGE OF LOT 1 IS REQUIRED TO BE INSTALLED AS PART OF THE LOT 1 SITE PLAN IMPROVEMENTS.
11. NO LOT SHALL BE ALLOWED DIRECT ACCESS ONTO NE 36TH STREET OR NE SPECTRUM DRIVE.
12. DEVELOPER IS RESPONSIBLE TO PROVIDE STREET LIGHTS ALONG PUBLIC STREET FRONTAGES OF NE WATERFORD DRIVE AND NE FOUR MILE DRIVE.



VICINITY MAP

city of Ankeny
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## PLAT DESCRIPTION

OUTLOT "X", SPECTRUM 36-PLAT 2, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA AND CONTAINING 10.95 ACRES (477,077 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

## OWNER

THRESHOLD DEVELOPMENT, LLC
7049 VISTA DRIVE
WEST DES MOINES, IOWA 50266
CONTACT: BRIAN MARTIN
EMAIL: BMARTIN@THRESHOLDCAPITAL.COM
PHONE: 515-334-5388

## DEVELOPER

THRESHOLD CAPITAL
7049 VISTA DRIVE
WEST DES MOINES, IA 50266
CONTACT: BRIAN MARTIN
EMAIL: BMARTIN@THRESHOLDCAPITAL.COM
PHONE: 515-334-5388

## ZONING

OTTER CREEK PLANNED UNIT DEVELOPMENT
APPROVAL DATE OF OCTOBER 7, 2013

## FEMA FLOODPLAIN DESCRIPTION

THE FLOOD ZONE DESIGNATION FOR THE SUBJECT PROPERTY IS ZONE "X", BEING AN AREA OF MINIMAL FLOOD HAZARD, AS PER THE FLOOD INSURANCE RATE MAP FOR THE CITY OF ANKENY, POLK COUNTY, IOWA, PANEL NUMBER 19153C0065F, EFFECTIVE DATE FEBRUARY 01, 2019.

## BULK REGULATIONS

THE THRESHOLD OTTER PROPERTY INTENDS TO INCORPORATE THE FOLLOWING LAND USES IDENTIFIED IN THE OTTER CREEK PUD:

FLEX
MINIMUM LOT SETBACKS:
FRONT - 35'
SIDE - 0' / 25' *
REAR - 35'
MAX BUILDING HEIGHT: 45'

COMMERCIAL (LOTS 1 AND 2)
MINIMUM LOT SETBACKS:
FRONT - 15'
SIDE - 0' / 25' *
REAR - 35'
MAX BUILDING HEIGHT: 80'

OFFICE USE (LOT 1)
MINIMUM LOT SETBACKS:
FRONT 15'
SIDE 0' / 25' *
REAR 35'
MAX BUILDING HEIGHT: 80'

RESIDENTIAL USE
MINIMUM LOT SETBACKS:
FRONT 15'
SIDE 0' / 5' / 25' **
REAR 35'
MAX BUILDING HEIGHT: 65'

*SIDE YARDS ALLOWED AT ZERO FEET WHEN BUILT AS A PART OF A CONNECTED SERIES OF BUILDINGS.
**SIDE YARDS FOR SF ATTACHED ZERO FEET, FOR DETACHED 5 FEET AND FOR MF 25 FEET.

RECEIVED
MAY 15 2024
CITY OF ANKENY

## LEGEND

| Survey | Found | Set |
|---|---|---|
| Section Corner | ▲ | △ |
| 1/2" Rebar, Yellow Plastic Cap #19710 (Unless Otherwise Noted) | ● | ⬡ |
| ROW Marker | ■ | □ |
| ROW Rail | Ɪ | Ɪ |
| Control Point | ⊙ | |
| Bench Mark | ⊗ | |
| Platted Distance | P | |
| Measured Bearing & Distance | M | |
| Recorded As | R | |
| Deed Distance | D | |
| Calculated Distance | C | |
| Centerline | ——— — ——— | |
| Section Line | —— · ——— · —— | |
| 1/4 Section Line | —— — — —— | |
| 1/4 1/4 Section Line | — — — — — | |
| Easement Line | — — — — — | |

ERIN D. GRIFFIN
19710

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.

EDGriffin 5/15/24
Erin D. Griffin, PLS Date

License Number 19710

My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:
Sheets 1 and 2, of 2

| MARK | REVISION | DATE | BY |
|---|---|---|---|
| 3 | FINAL OWNER COMMENTS | 05-10-24 | CMC |
| 2 | CITY THIRD SUBMITTAL | 03-13-24 | CLY |
| 1 | CITY SECOND SUBMITTAL | 01-12-24 | AJD |

Engineer: JLH
Checked By: EDG
Scale: 1" = 1000'
Technician: AJD
Date: 12-15-2023
T-R-S: 80N-23W-06

Project No: 123.1257.01
Sheet 1 of 2

ANKENY, IOWA

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

SPECTRUM 36 - PLAT 3

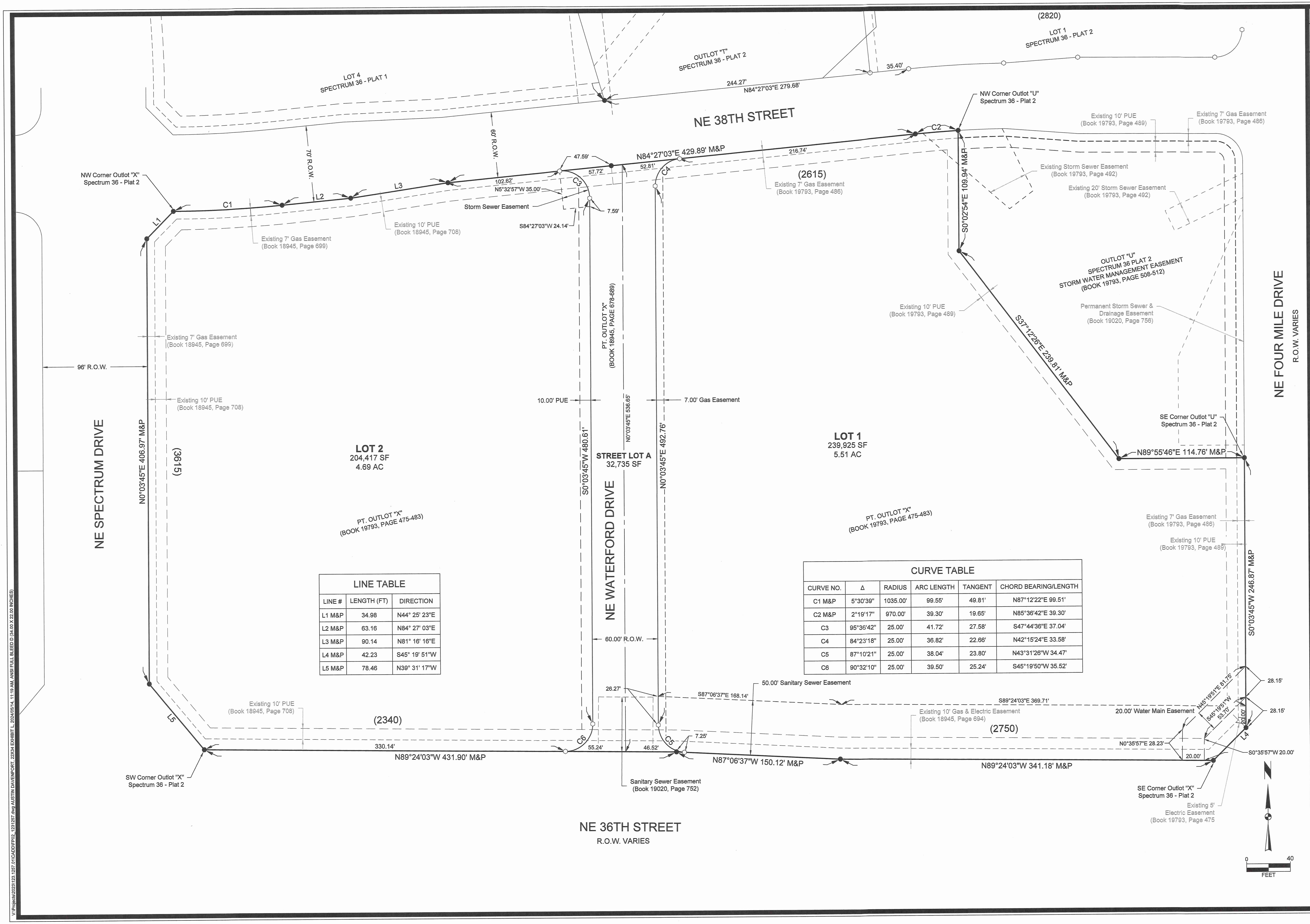
FINAL PLAT

SNYDER & ASSOCIATES, INC.

SNYDER & ASSOCIATES

Project No: 123.1257.01
Sheet 1 of 2

V:\Projects\2023\123.1257.01\CADD\EP01_1231257_TITL.dwg AUSTIN DAVENPORT TITLE SHEET 2024/05/14 11:18 AM ANSI FULL BLEED D (34.00 X 22.00 INCHES)


(2820)
LOT 1
SPECTRUM 36 - PLAT 2
OUTLOT "T"
SPECTRUM 36 - PLAT 2
LOT 4
SPECTRUM 36 - PLAT 1
35.40'
244.27'
N84°27'03"E 279.68'
NE 38TH STREET
70' R.O.W.
60' R.O.W.
NW Corner Outlot "U"
Spectrum 36 - Plat 2
C2
Existing 10' PUE
(Book 19793, Page 489)
Existing 7' Gas Easement
(Book 19793, Page 486)
NW Corner Outlot "X"
Spectrum 36 - Plat 2
L1
C1
L2
L3
102.62'
47.59'
57.72'
N84°27'03"E 429.89' M&P
52.81'
216.74'
N5°32'57"W 35.00'
C3
C4
(2615)
Existing 7' Gas Easement
(Book 19793, Page 486)
Existing Storm Sewer Easement
(Book 19793, Page 492)
Existing 20' Storm Sewer Easement
(Book 19793, Page 492)
Storm Sewer Easement
7.59'
S84°27'03"W 24.14'
Existing 10' PUE
(Book 18945, Page 708)
Existing 7' Gas Easement
(Book 18945, Page 699)
S0°02'54"E 109.94' M&P
OUTLOT "U"
SPECTRUM 36 PLAT 2
STORM WATER MANAGEMENT EASEMENT
(BOOK 19793, PAGE 508-512)
Existing 10' PUE
(Book 19793, Page 489)
Permanent Storm Sewer &
Drainage Easement
(Book 19020, Page 756)
S37°12'26"E 239.81' M&P
NE FOUR MILE DRIVE
R.O.W. VARIES
PT. OUTLOT "X"
(BOOK 18945, PAGE 678-689)
Existing 7' Gas Easement
(Book 18945, Page 699)
96' R.O.W.
Existing 10' PUE
(Book 18945, Page 708)
10.00' PUE
N0°03'45"E 536.65'
7.00' Gas Easement
SE Corner Outlot "U"
Spectrum 36 - Plat 2
NE SPECTRUM DRIVE
N0°03'45"E 406.97' M&P
(3615)
LOT 2
204,417 SF
4.69 AC
S0°03'45"W 480.61'
STREET LOT A
32,735 SF
N0°03'45"E 492.76'
LOT 1
239,925 SF
5.51 AC
N89°55'46"E 114.76' M&P
PT. OUTLOT "X"
(BOOK 19793, PAGE 475-483)
NE WATERFORD DRIVE
PT. OUTLOT "X"
(BOOK 19793, PAGE 475-483)
Existing 7' Gas Easement
(Book 19793, Page 486)
Existing 10' PUE
(Book 19793, Page 489)
S0°03'45"W 246.87' M&P
60.00' R.O.W.
26.27'
S87°06'37"E 168.14'
50.00' Sanitary Sewer Easement
S89°24'03"E 369.71'
N45°19'51"E 81.75'
28.15'
S45°19'51"W 53.70'
28.15'
20.00'
20.00' Water Main Easement
Existing 10' PUE
(Book 18945, Page 708)
(2340)
Existing 10' Gas & Electric Easement
(Book 18945, Page 694)
(2750)
L5
C6
C5
7.25'
N0°35'57"E 28.23'
L4
330.14'
55.24'
46.52'
20.00'
S0°35'57"W 20.00'
N89°24'03"W 431.90' M&P
N87°06'37"W 150.12' M&P
N89°24'03"W 341.18' M&P
SW Corner Outlot "X"
Spectrum 36 - Plat 2
Sanitary Sewer Easement
(Book 19020, Page 752)
SE Corner Outlot "X"
Spectrum 36 - Plat 2
Existing 5'
Electric Easement
(Book 19793, Page 475)
NE 36TH STREET
R.O.W. VARIES
N
0
40
FEET

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH (FT) | DIRECTION |
| L1 M&P | 34.98 | N44° 25' 23"E |
| L2 M&P | 63.16 | N84° 27' 03"E |
| L3 M&P | 90.14 | N81° 16' 16"E |
| L4 M&P | 42.23 | S45° 19' 51"W |
| L5 M&P | 78.46 | N39° 31' 17"W |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE NO. | Δ | RADIUS | ARC LENGTH | TANGENT | CHORD BEARING/LENGTH |
| C1 M&P | 5°30'39" | 1035.00' | 99.55' | 49.81' | N87°12'22"E 99.51' |
| C2 M&P | 2°19'17" | 970.00' | 39.30' | 19.65' | N85°36'42"E 39.30' |
| C3 | 95°36'42" | 25.00' | 41.72' | 27.58' | S47°44'36"E 37.04' |
| C4 | 84°23'18" | 25.00' | 36.82' | 22.66' | N42°15'24"E 33.58' |
| C5 | 87°10'21" | 25.00' | 38.04' | 23.80' | N43°31'26"W 34.47' |
| C6 | 90°32'10" | 25.00' | 39.50' | 25.24' | S45°19'50"W 35.52' |

| MARK | REVISION | DATE | BY |
|---|---|---|---|
| 3 | FINAL OWNER COMMENTS | 05-10-24 | CMC |
| 2 | CITY THIRD SUMBITTAL | 03-13-24 | CLY |
| 1 | CITY SECOND SUBMITTAL | 01-12-24 | AJD |

Engineer: Checked By: EDG Scale: 1" = 40'
Technician: AJD Date: 12-15-2023 T-R-S: 80N-23W-06
Project No: 123.1257.01 Sheet 2 of 2

ANKENY, IOWA

SPECTRUM 36 - PLAT 3
FINAL PLAT

SNYDER & ASSOCIATES, INC.

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

SNYDER
& ASSOCIATES

Project No: 123.1257.01

Sheet 2 of 2

V:\Projects\2023\123.1257.01\CADD\FP02_1231257.dwg AUSTIN DAVENPORT, 22X34 EXHIBIT L, 2024/05/14, 11:19 AM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)

city of Ankeny
bringing it all together

*City Council*
*Staff Report*

*Meeting Date: May 20, 2024*

---

**Agenda Item:** Spectrum 36 Plat 3 – Final Plat
**Report Date:** May 13, 2024
**Prepared By:** Jake Heil
Associate Planner

EJC

**Staff Recommendation:**

That the City Council approve the Spectrum 36 Plat 3 Final Plat, approve the street name NE Waterford Drive; and authorize cost-participation requests for 12" water main upsizing along NE Four Mile Drive in the amount estimated to be $3,300 and for sidewalk oversizing and truncated domes along NE Four Mile Drive and NE 36th Street in the amount estimated to be $13,546.00.

**Project Summary:**

Spectrum 36 Plat 3 is a proposed 10.95-acre (+/-) plat located north of NE 36th Street and west of NE Four Mile Drive. The proposed final plat is in conformance with Spectrum 36 Neighborhood Plan, which was approved on April 5, 2021. The subject plat creates two platted lots, a street lot and associated utilities and easements. Lot 1 is 5.51-acres and Lot 2 is 4.69-acres and both will consist of commercial uses.

**Project Report:**

| | |
|---|---|
| Streets: | The proposed development will be accessed via NE Four Mile Drive by NE 38th Street or via NE 36th Street by NE Spectrum Drive. There is a public street, NE Waterford Drive, that provides a right in/right out onto NE 36th Street as well as providing access to NE 38th Street to the north. Eight-foot sidewalk will be required along NE 36th Street, all other proposed roads in the development will be required to have five-foot sidewalks. |
| Water: | 12-inch water main is proposed to be extended north along NE Four Mile Drive. In addition to this, outside of Plat 3's boundaries, the developer will be installing an 8-inch water main west along NW 38th Street from NE Threshold Drive, in Spectrum 36 Plat 1. |
| Sewer: | 12-inch sanitary sewer is proposed to be extended south along NE Waterford Drive. |
| Drainage: | Stormwater from the proposed plat generally flows north through the proposed plat to a set of stormwater detention ponds. Stormwater from these detention ponds flows north and empties into Otter Creek which then flows south ultimately outletting into Fourmile Creek. |
| Parkland: | Dedication not required for a Commercial Development. |

## CITY OF ANKENY
## SUBDIVISION DATA

**NAME OF PLAT:** **Spectrum 36 Plat 3**
**NAME OF OWNER/ DEVELOPER:** **Threshold Capital LLC**

---

### GENERAL INFORMATION:

| | |
|---|---|
| PLAT LOCATION: | North of NE 36th Street; west of NE Four Mile Drive |
| SIZE OF PLAT: | 10.95 acres |
| ZONING: | Otter Creek PUD |

### LOTS:

| | |
|---|---|
| NUMBER: | 2 Commercial Lots; 1 street lot |
| SIZE/DENSITY: | Lot 1: 5.51 AC; Lot 2: 4.69 AC |
| USE: | Commercial Uses |
| BUILDING LINES: | **Commercial (Lots 1-2)**<br>Front: 15'<br>Side: 0'/ 25'<br>Rear: 35'<br>Max Building Height: 80' |

### PARK SITE DEDICATION:

Dedication not required for a Commercial Development.

### ADJACENT LANDS:

| | |
|---|---|
| NORTH: | Otter Creek PUD: Spectrum 36 Plat 2 |
| SOUTH: | Otter Creek PUD |
| EAST: | Agricultural Transition District (Polk County Zoning) |
| WEST: | Otter Creed PUD: Spectrum 36 Plat 1 |

### STREET DEVELOPMENT:

| | |
|---|---|
| NAME: | NE Waterford Drive |
| LENGTH: | Approximately 536.65' |
| CLASSIFICATION: | Collector |
| R.O.W. (REQ'D./PROV.): | 60'/60' |
| PAVEMENT WIDTH: | 30' |

### WASTE WATER:

PROJECTED FLOWS: 10.2 acres of developable land X 3,500 gpd/acre = 35,700 GPD

TREATMENT PLANT CAPACITY: 47 MGD; current daily avg. 18 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Four Mile Trunk Sewer

### STORM WATER:

BASIN FLOWS: This plat lies in the Fourmile Creek Drainage Area.

### WATER SYSTEM:

USAGE: 10.2 acres X 1,000 gpd/acre = 10,200 GPD

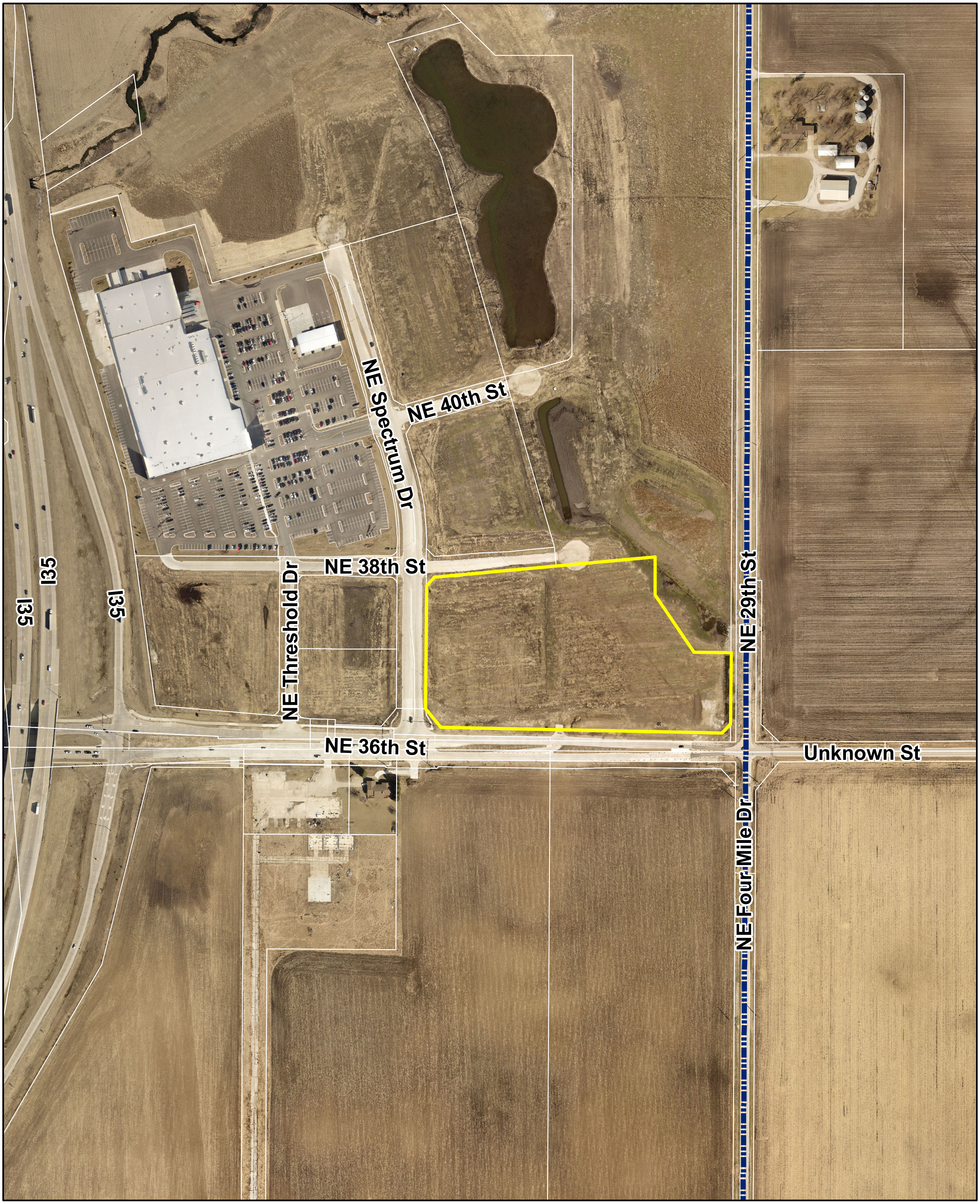
SUPPLY CAPACITY: 15 MGD; Current daily avg. 6.5 MGD

### FINAL PLAT DRAWING:

Staff recommends approval.

### CONSTRUCTION PLANS:

Approved on April 24, 2024.


NE Spectrum Dr
NE 40th St
NE 38th St
NE Threshold Dr
I35
I35
I35
NE 29th St
NE 36th St
Unknown St
NE Four Mile Dr

N

1 inch = 400 feet

Date: 5/13/2024

## Spectrum 36 Plat 3
## Final Plat

Ankeny
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SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 12, 2024

Mayor & City Council
City of Ankeny
220 West 1st Street
Ankeny, Iowa 50023

RE: SPECTRUM 36 PLAT 3
CONSTRUCTION PLAN AND FINAL PLAT SUBMITTAL
S&A PROJECT NO. 123.1257.01

Dear Honorable Mayor and City Council Members:

On behalf of Threshold Capital LLC, please find accompanying the revised Final Plat and associated supporting documentation for the above referenced project. These documents have been prepared in accordance with the City of Ankeny's standards and specifications. We respectfully request the City's review and approval of the Public Improvement Construction Documents and Final Plat.

Plat 3 of Spectrum 36 creates two lots, each about 5 Ac. +/- that are intended to develop as a Commercial -Flex uses as identified in the approved neighborhood plan. This plat also provides for installation of NE Waterford Dr. between NE 36th and NE 38th Streets. The work to complete these public improvements is forecast for the 2024 construction season.

As requested, we have addressed all items in the Tech Review comments through plan modifications and discussions with Staff. All required documents and permits have been submitted to the City or other jurisdictional agencies.

In keeping with City policy, we respectfully request cost participation of:

1. $3,300 for upsizing of 12" water main along NE Four Mile Dr. (240 LF x $13.75/LF)
2. $13,146 for upsizing 8-foot-wide sidewalk along NE Four Mile/ NE 36th St. (1252 LF x $10.50/LF)
3. $400 for upgrading to cast iron detectable warning panels (2 panels x $200/each)

Please feel free to contact me at your convenience should you have any questions or comments.

Sincerely,
SNYDER AND ASSOCIATES, INC.

Jon Hanson

Jon L. Hanson, PE

cc: Brian Martin, Threshold Capital

RECEIVED
JAN 16 2024
CITY OF ANKENY

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city of Ankeny
bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

ACTION REQUESTED:

Resolution

---

LEGAL:

---

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main, sanitary sewer, storm sewer and subgrade prep in Spectrum 36 Plat 3.

---

EXECUTIVE SUMMARY:

---

FISCAL IMPACT: **No**

---

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

---

## ADDITIONAL INFORMATION:

---

## ATTACHMENTS:

| Click to download |
|---|
| 🗋 Resolution |

# RESOLUTION

## RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN, SANITARY SEWER, STORM SEWER AND SUBGRADE IN SPECTRUM 36 PLAT 3

---

**WHEREAS**, the plans and specifications for the construction of water main, sanitary sewer, storm sewer and subgrade in Spectrum 36 Plat 3 have been submitted and approved by the City Engineer; and

**WHEREAS**, the three-party contracts for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer; and

**WHEREAS**, the Plan and Zoning Commission recommended City Council approval, and the City Council has approved the final plat for Spectrum 36 Plat 3.

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

1. That the plans and specifications for the construction of water main, sanitary sewer, storm sewer and subgrade are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above-described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

**PASSED AND APPROVED** on this 20th day of May 2024.

________________________________
Mark E. Holm, Mayor

**ATTEST**:

________________________________
Dianne Klemme, Deputy City Clerk

city of Ankeny
bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Spectrum 36 Plat 3.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| Click to download |
|---|
| 🗋 Resolution |

# RESOLUTION

## RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STREET PAVING IN SPECTRUM 36 PLAT 3

---

**WHEREAS**, the plans and specifications for the construction of street paving in Spectrum 36 Plat 3 have been submitted and approved by the City Engineer; and

**WHEREAS**, the three-party contracts for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer; and

**WHEREAS**, the Plan and Zoning Commission recommended City Council approval, and the City Council has approved the final plat for Spectrum 36 Plat 3.

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

1. That the plans and specifications for the construction of street paving are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above-described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

**PASSED AND APPROVED** on this 20th day of May 2024.

________________________________
Mark E. Holm, Mayor

**ATTEST**:

________________________________
Dianne Klemme, Deputy City Clerk

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, platted easements, subdivision bond for seeding and silt fence, and performance and maintenance bonds for underground improvements for DHI Plat 1.

EXECUTIVE SUMMARY:

DR Horton-Iowa, LLC has proposed the final plat, DHI Plat 1. The plat area is located north of SW Vintage Parkway between the intersection with SW Cascade Falls Drive and SW Beechwood Street. The overall plat area is 7.24-acres and it is a replat Outlot R, Vintage Business Park at Prairie Trail Plat 13. The area is zoned Prairie Trail PUD (Planned Unit Development). The project complies with the Vintage Business Park at Prairie Trail Neighborhood Plan Amendment #6 approved April 1, 2024. The purpose of this plat is to create two buildable lots, extend public utilities and establish easements.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The plat was administratively approved on May 14, 2024.

---

## PUBLIC OUTREACH EFFORTS:

---

## ACTION REQUESTED:

---

## ADDITIONAL INFORMATION:

---

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution |
| 🗋 Final Plat |
| 🗋 Staff Report |
| 🗋 Aerial Map |
| 🗋 Applicant Letter |

Preparer Information: Deb Gervais, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3558

# RESOLUTION

## RESOLUTION ACCEPTING FINAL PLAT, PLATTED EASEMENTS, SUBDIVISION BOND FOR SEEDING AND SILT FENCE, AND PERFORMANCE AND MAINTENANCE BONDS FOR UNDERGROUND IMPROVEMENTS FOR DHI PLAT 1

---

**WHEREAS**, the Director of Community Development of the City of Ankeny, Iowa, administratively approved the final plat for DHI Plat 1 on the 14th day of May 2024; and

**WHEREAS**, the attorney's title opinion, platted easements, subdivision bonds for seeding and silt fence, and performance and maintenance bonds for underground improvements have been submitted and approved by the City Engineer of the City of Ankeny, Iowa.

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

1. That the final plat for DHI Plat 1 is hereby approved;
2. That the Public Water Main Easement and Public Ingress / Egress Easement and Private Storm Sewer Easement are hereby accepted,
3. That subdivision bonds for seeding and silt fence are hereby accepted; and
4. That performance and maintenance bonds for underground improvements are hereby accepted.

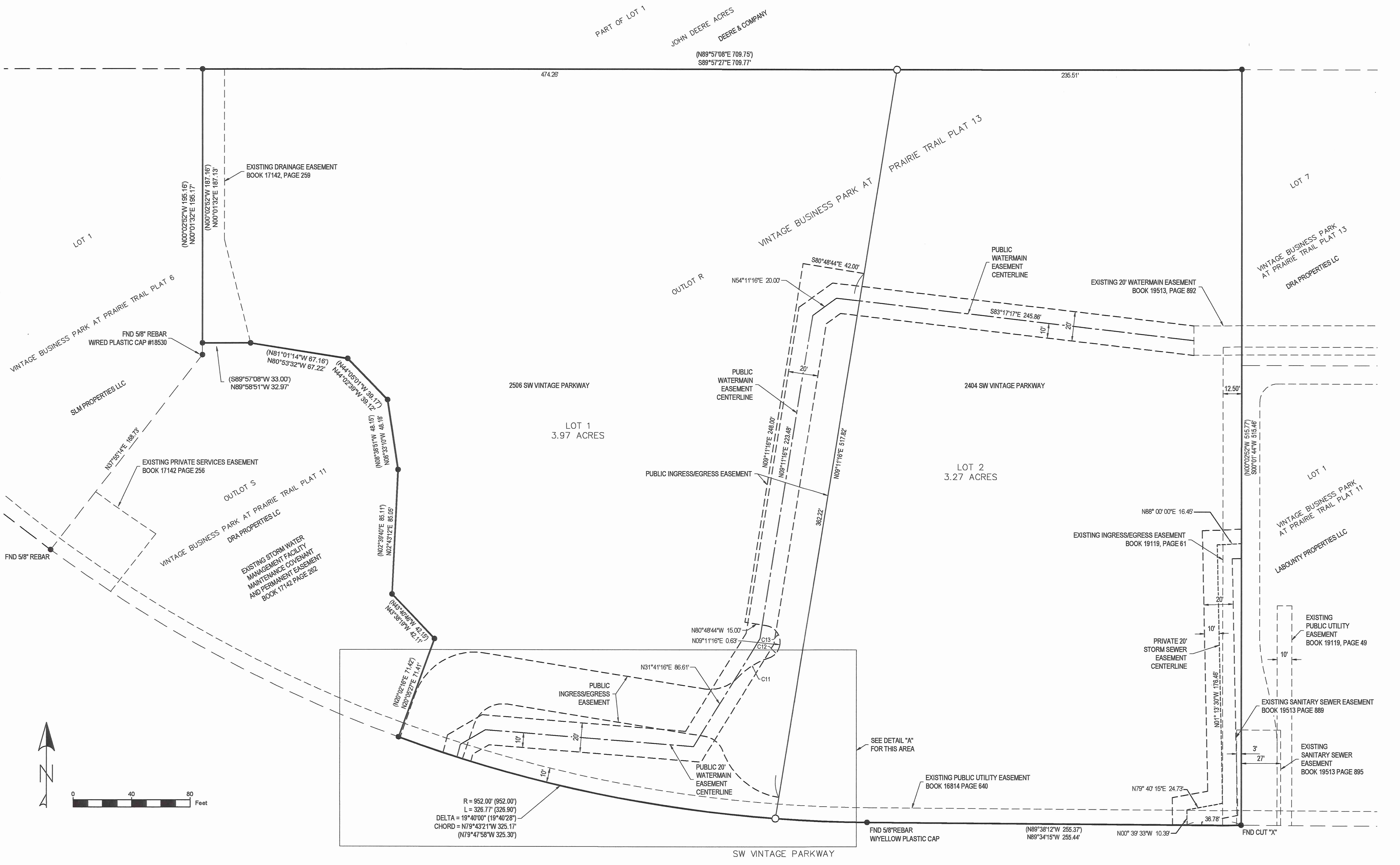
**PASSED AND APPROVED** this 20th day of May 2024.

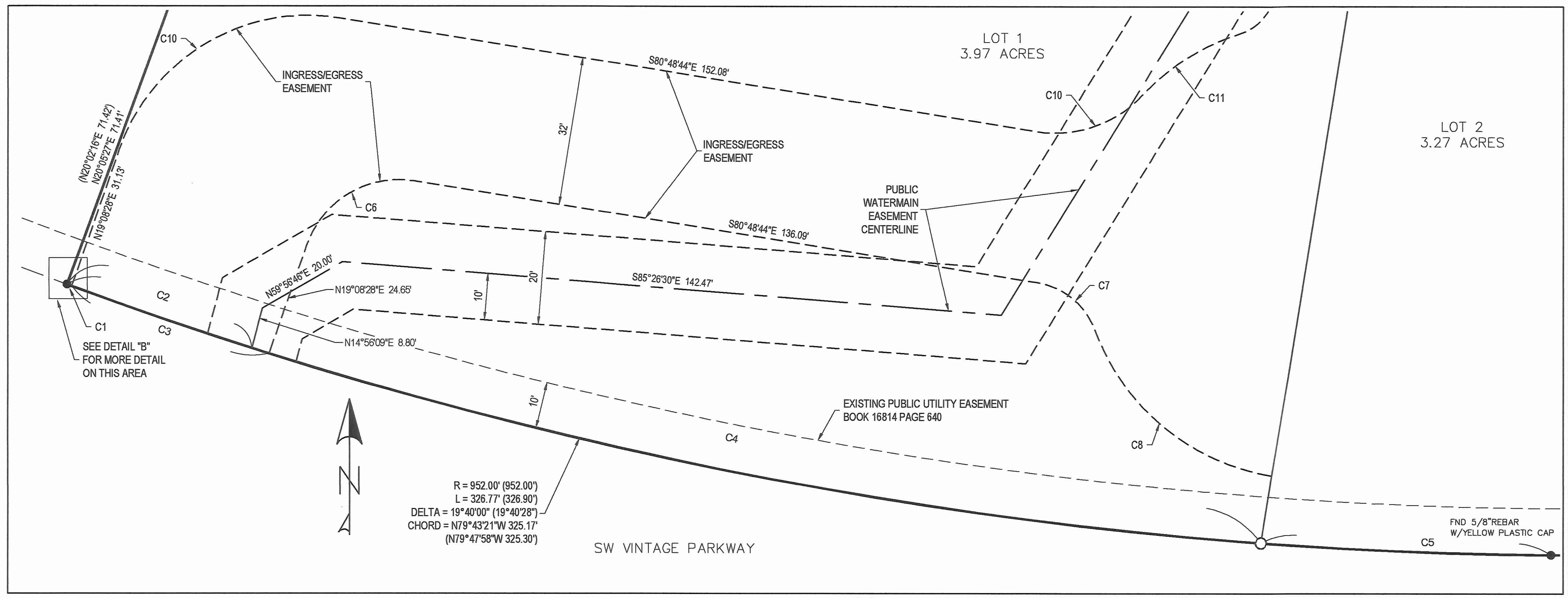
____________________________________
Mark E. Holm, Mayor

**ATTEST:**

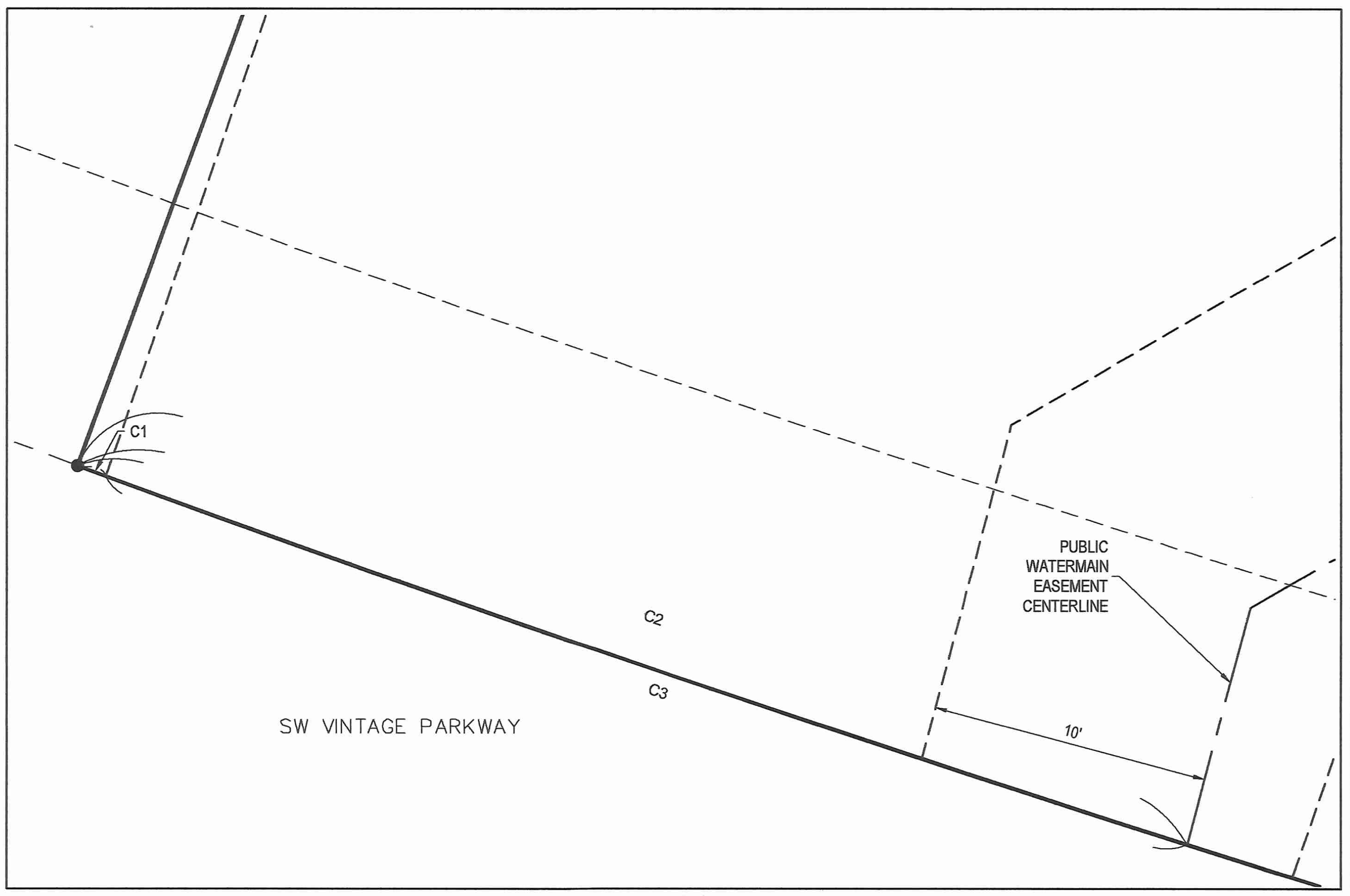
____________________________________
Diane Klemme, Deputy City Clerk

# DHI PLAT 1


PART OF LOT 1
JOHN DEERE ACRES
DEERE & COMPANY
(N89°57'08"E 709.75')
S89°57'27"E 709.77'
474.26'
235.51'
EXISTING DRAINAGE EASEMENT
BOOK 17142, PAGE 259
(N00°02'52"W 195.16')
N00°01'32"E 195.17'
(N00°02'52"W 187.16')
N00°01'32"E 187.13'
LOT 1
VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 6
FND 5/8" REBAR
W/RED PLASTIC CAP #18530
SLM PROPERTIES LLC
(S89°57'08"W 33.00')
N89°58'51"W 32.97'
(N81°01'14"W 67.16')
N80°53'32"W 67.22'
(N44°05'01"W 39.17')
N44°02'39"W 39.12'
(N08°38'51"W 48.15')
N08°33'10"W 48.18'
(N02°39'40"E 85.11')
N02°43'12"E 85.05'
(N43°40'46"W 42.15')
N43°38'19"W 42.11'
(N20°02'16"E 71.42')
N20°05'27"E 71.41'
N37°55'14"E 168.73'
EXISTING PRIVATE SERVICES EASEMENT
BOOK 17142 PAGE 256
OUTLOT S
VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 11
DRA PROPERTIES LC
EXISTING STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT BOOK 17142 PAGE 262
FND 5/8" REBAR
2506 SW VINTAGE PARKWAY
LOT 1
3.97 ACRES
VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 13
OUTLOT R
S80°48'44"E 42.00'
N54°11'16"E 20.00'
PUBLIC WATERMAIN EASEMENT CENTERLINE
EXISTING 20' WATERMAIN EASEMENT
BOOK 19513, PAGE 892
S83°17'17"E 245.86'
10'
20'
20'
PUBLIC WATERMAIN EASEMENT CENTERLINE
2404 SW VINTAGE PARKWAY
LOT 2
3.27 ACRES
12.50'
N09°11'16"E 248.00'
N09°11'16"E 223.48'
N09°11'16"E 517.82'
362.22'
PUBLIC INGRESS/EGRESS EASEMENT
LOT 7
VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 13
DRA PROPERTIES LC
(N00°02'52"W 515.77')
S00°01' 44"W 515.46'
LOT 1
VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 11
LABOUNTY PROPERTIES LLC
N88° 00' 00"E 16.45'
EXISTING INGRESS/EGRESS EASEMENT
BOOK 19119, PAGE 61
20'
10'
PRIVATE 20' STORM SEWER EASEMENT CENTERLINE
N01° 13' 30"W 176.46'
EXISTING PUBLIC UTILITY EASEMENT
BOOK 19119, PAGE 49
10'
EXISTING SANITARY SEWER EASEMENT
BOOK 19513 PAGE 889
3'
27'
EXISTING SANITARY SEWER EASEMENT
BOOK 19513 PAGE 895
N80°48'44"W 15.00'
N09°11'16"E 0.63'
C13
C12
C11
N31°41'16"E 86.61'
PUBLIC INGRESS/EGRESS EASEMENT
10'
20'
10'
PUBLIC 20' WATERMAIN EASEMENT CENTERLINE
SEE DETAIL "A" FOR THIS AREA
R = 952.00' (952.00')
L = 326.77' (326.90')
DELTA = 19°40'00" (19°40'28")
CHORD = N79°43'21"W 325.17'
(N79°47'58"W 325.30')
EXISTING PUBLIC UTILITY EASEMENT
BOOK 16814 PAGE 640
FND 5/8"REBAR
W/YELLOW PLASTIC CAP
(N89°38'12"W 255.37')
N89°34'15"W 255.44'
N79° 40' 15"E 24.73'
36.78'
N00° 39' 33"W 10.39'
FND CUT "X"
SW VINTAGE PARKWAY
N
0
40
80
Feet


C10
INGRESS/EGRESS EASEMENT
S80°48'44"E 152.08'
32'
INGRESS/EGRESS EASEMENT
LOT 1
3.97 ACRES
C10
C11
LOT 2
3.27 ACRES
(N20°02'16"E 71.42')
N20°05'27"E 71.41'
N19°08'28"E 31.13'
C6
S80°48'44"E 136.09'
PUBLIC WATERMAIN EASEMENT CENTERLINE
N59°56'46"E 20.00'
N19°08'28"E 24.65'
20'
10'
S85°26'30"E 142.47'
C7
C2
C3
C1
N14°56'09"E 8.80'
SEE DETAIL "B" FOR MORE DETAIL ON THIS AREA
10'
C4
EXISTING PUBLIC UTILITY EASEMENT
BOOK 16814 PAGE 640
C8
N
R = 952.00' (952.00')
L = 326.77' (326.90')
DELTA = 19°40'00" (19°40'28")
CHORD = N79°43'21"W 325.17'
(N79°47'58"W 325.30')
SW VINTAGE PARKWAY
FND 5/8"REBAR
W/YELLOW PLASTIC CAP
C5

DETAIL "A":
(1"=20')


C1
PUBLIC WATERMAIN EASEMENT CENTERLINE
C2
C3
SW VINTAGE PARKWAY
10'

DETAIL "B":
(1"=5')

## INDEX LEGEND

**COUNTY:** POLK COUNTY, IOWA **CITY:** ANKENY

**LOCATION:**
OUTLOT R, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 13

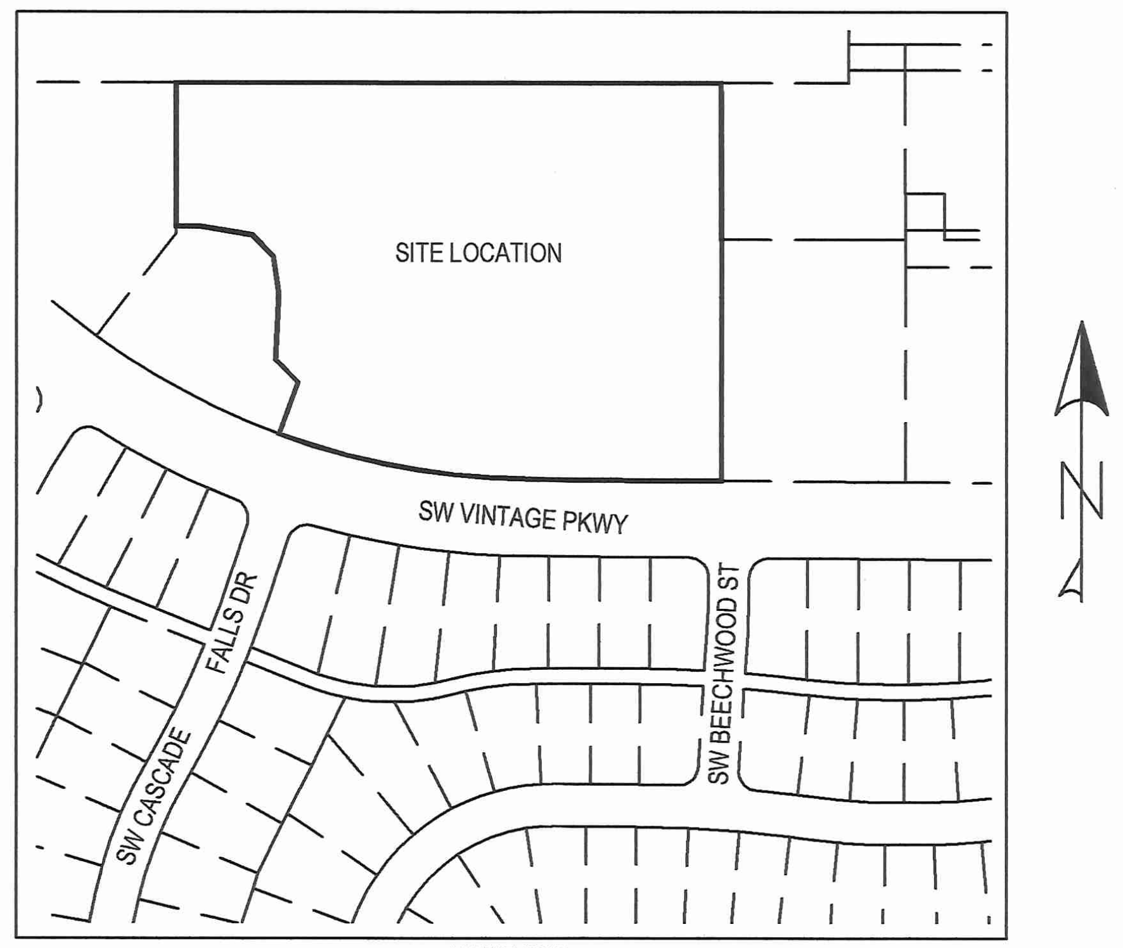
**REQUEST BY**
**PROPRIETOR:** DR HORTON - IOWA LLC
1910 SW PLAZA SHOPS LANE
ANKENY, IA 50023
PHONE: (509) 460-6633
ANASTACIA SMITH

**DEVELOPER:** DR HORTON - IOWA LLC
1910 SW PLAZA SHOPS LANE
ANKENY, IA 50023
PHONE: (509) 460-6633
ANASTACIA SMITH

**SURVEYOR:** RYAN R. REMLING, PLS #18769

**SURVEYOR COMPANY:** STUBBS ENGINEERING

**RETURN TO:** RYAN R. REMLING, PLS
STUBBS ENGINEERING
431 NE 72ND STREET
PLEASANT HILL, 50327
PHONE (515)-979-8499


SITE LOCATION
SW VINTAGE PKWY
FALLS DR
SW CASCADE
SW BEECHWOOD ST
N

VICINITY MAP:
(1" = 500')

PROPERTY DESCRIPTION:

OUTLOT R, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 13

LEGEND

| | |
|---|---|
| ○ | SET 1/2" REBAR W/YELLOW PLASTIC CAP #18769 |
| ● | FOUND 5/8" REBAR W/BLUE PLASTIC CAP #26306. UNLESS NOTED OTHERWISE |
| ( ) | RECORDED AS |
| ━━━━ | PLAT OR SURVEY BOUNDARY |
| ──── | PLAT LOT LINE |
| — —— —— — | EXISTING LOT LINE |
| – – – – – – | EASEMENT LINE |
| —— - —— - —— | CENTERLINE |
| POB | POINT OF BEGINNING |

I hereby grant administrative approval of the final plat for DHI Plat 1 as set forth in the Prairie Trail Planned Unit Development Vintage Business Park at Prairie Trail Neighborhood Plan.

CITY OF ANKENY, IA

Eric Jensen, Director
Community Development Department

ATTEST:

Brenda Fuglsang 5/14/2024
Brenda Fuglsang Date
Administrative Assistant

NOTES

1. LAND AREA: 7.24 ACRES
2. BASIS OF BEARINGS:
   IOWA STATE PLANE SOUTH - NAD83
3. ZONING: PRAIRIE TRAIL MIXED USE NEIGHBORHOOD PLANNED UNIT DEVELOPMENT.
4. THE PROPERTY IS LOCATED IN AN UNSHADED ZONE "X", MAP # 19153CO185 WITH AN EFFECTIVE DATE OF 2/1/2019.

Curve Table

| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
|---|---|---|---|---|---|
| C1 | 1.08' | 952.00' | 0°03'55" | S69° 55' 18"E | 1.08' |
| C2 | 42.09' | 952.00' | 2°32'00" | S71° 09' 21"E | 42.09' |
| C3 | 44.96' | 952.00' | 2°42'21" | N71° 18' 26"E | 44.96' |
| C4 | 264.22' | 952.00' | 15°54'07" | S77° 50' 24"E | 263.37' |
| C5 | 62.56' | 952.00' | 3°45'54" | S87° 40' 24"E | 62.55' |
| C6 | 29.34' | 21.00' | 80°02'48" | N59° 09' 52"E | 27.01' |
| C7 | 16.90' | 16.00' | 60°30'27" | S50° 33' 30"E | 16.12' |
| C8 | 51.75' | 49.00' | 60°30'27" | S50° 33' 30"E | 49.38' |
| C9 | 60.07' | 43.00' | 80°02'48" | N59° 09' 52"E | 55.31' |
| C10 | 25.39' | 26.00' | 55°56'39" | N71° 12' 57"E | 24.39' |
| C11 | 24.97' | 49.00' | 29°12'02" | N57° 50' 38"E | 24.70' |
| C12 | 12.14' | 11.00' | 63°15'23" | N40° 48' 58"E | 11.54' |
| C13 | 17.28' | 11.00' | 90°00'00" | N35° 48' 44"W | 15.56' |

RYAN R. REMLING
18769

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT AND THE RELATED SURVEY WORK WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

5/9/24
RYAN R. REMLING, P.L.S. DATE
LICENSE NUMBER: 18769

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

PAGES OR SHEETS COVERED BY THIS SEAL:

FINAL PLAT FOR
DHI PLAT 1
ANKENY, IA

RECEIVED
MAY 09 2024
CITY OF ANKENY

STUBBS ENGINEERING
431 NE 72ND ST. PLEASANT HILL, IA 50327
(515) 979 - 8499

DATE:
5-9-24

DRAWN BY:
RRR

ENGINEER:
BWS

PROJECT NUMBER:
23-750

PAGE NUMBER:
1

city of
Ankeny
bringing it all together

*City Council*
*Staff Report*

*Meeting Date: May 20, 2024*

---

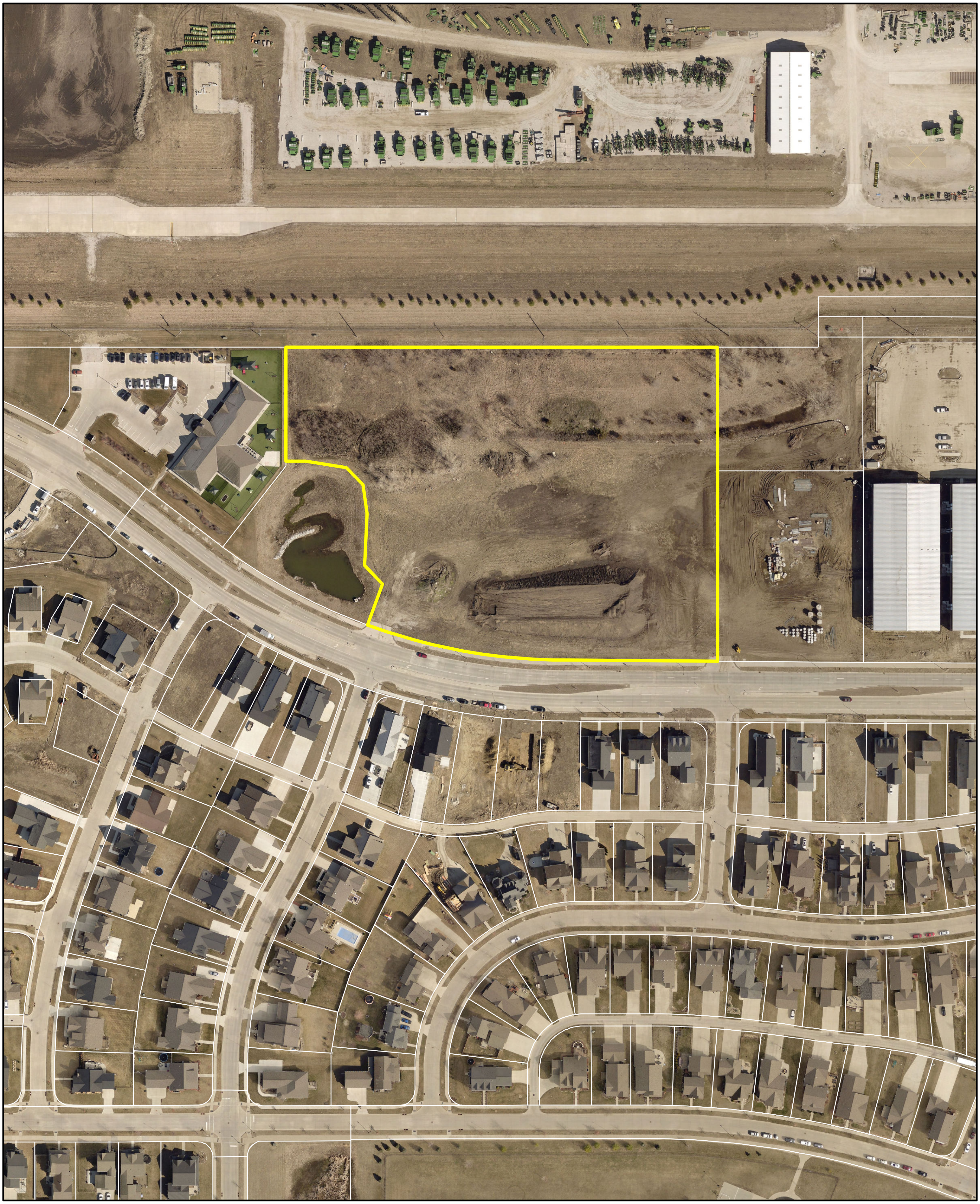
**Agenda Item:** DHI Plat 1 – Final Plat
**Report Date:** May 13, 2024
**Prepared by:** Deb Gervais, AICP EJC
Senior Planner

## Staff Recommendation

That the final plat for DHI Plat 1 be approved.

## Project Report

DR Horton-Iowa, LLC has proposed the final plat, DHI Plat 1. The plat area is located north of SW Vintage Parkway between the intersection with SW Cascade Falls Drive and SW Beechwood Street. The overall plat area is 7.24-acres and it is a replat Outlot R, Vintage Business Park at Prairie Trail Plat 13. The area is zoned Prairie Trail PUD (Planned Unit Development). The project complies with the Vintage Business Park at Prairie Trail Neighborhood Plan Amendment #6 approved April 1, 2024. The purpose of this plat is to create two buildable lots, extend public utilities and establish easements.



N

1 inch = 200 feet

Date: 4/30/2024

**DHI Plat 1 - Final Plat**

Ankeny
bringing it all together.

STUBBS ENGINEERING
431 NE 72nd St. Pleasant Hill, IA 50327

**04/23/2024**

**Community Development Director and City Council**
City of Ankeny

## DHI Plat 1 Final Plat Approval Request

Stubbs Engineering requests approval for DHI Plat 1 Final Plat on April 23rd, 2024. DHI Plat 1 is a commercial development that consists of 7.24 acres. This development per the most recent submittal contains 2 commercial lots.

Sincerely,

Stubbs Engineering

Branden Stubbs

Branden Stubbs, P.E.

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main in DHI Plat 1.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution |

# RESOLUTION

## RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN IN DHI PLAT 1

**WHEREAS**, the plans and specifications for the construction of water main in DHI Plat 1 have been submitted and approved by the City Engineer; and

**WHEREAS**, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

**WHEREAS**, the City Council has granted approval of the final plat for DHI Plat 1.

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.

2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

**PASSED AND APPROVED** on this 20th day of May 2024.

______________________________
Mark E. Holm, Mayor

**ATTEST**:

______________________________
Diane Klemme, Deputy City Clerk

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Municipal Utilities | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds associated with the construction of storm sewer, paving, and subgrade prep for the SW Ankeny Road Culvert Replacement project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate construction storm sewer, paving, and subgrade prep for the SW Ankeny Road Culvert Replacement project.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate the construction of storm sewer, paving, and subgrade prep for the SW Ankeny Road Culvert Replacement project.

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

## PUBLIC OUTREACH EFFORTS:

---

## ACTION REQUESTED:

---

## ADDITIONAL INFORMATION:

---

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution |
| 🗋 Contract and Bonds |

# RESOLUTION

## RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR SW ANKENY ROAD CULVERT REPLACEMENT PROJECT

---

**WHEREAS**, the plans and specifications for the construction of storm sewer, paving, and subgrade prep improvements and related work for SW Ankeny Road Culvert Replacement project have been submitted and approved by the City Engineer; and

**WHEREAS**, the three-party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved; and,

2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

**PASSED AND APPROVED** on this 20th day of May, 2024.

______________________________
Mark E. Holm, Mayor

**ATTEST**:

______________________________
Diane Klemme, Deputy City Clerk

# PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 10th day of May, 2024, by and between J&K Contracting LLC
hereinafter called the "contractor", and Soil and Water Conservation Society
hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

## ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

______ Traffic Signal
x_____ Storm Sewers
______ Sanitary Sewers
x_____ Paving
_______ Water Lines
x___ Subgrade Prep.

As shown in construction plans titled (Project Name) SW Ankeny Road Culvert Replacement
________________________________________________, and
bearing an "Approved For Construction Date" of 8/30 /2023.

The estimated quantity of work to be done is:
x_____ as shown on the approved plans
______ as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

## ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than 7/19/2024,
and shall fully complete the work not later than 9/20/2024.

## ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of $91,862.50 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

## ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

## ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

## ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

## ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed with one (1) original document as of the day and year first stated above.

J&K Contracting
Contractor

by -Nate Kreis

email: nate@jkcia.com
(Required for return of signed document)

Soil and Water Conservation Society
Subdivider

by -Clare Lindahl

email: clare.lindahl@swcs.org
(Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

by Donald Clark
City Engineer

Bond No. 100200828

# CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That J & K Contracting, L.L.C. of Urbandale, Iowa as principal and Merchants National Bonding, Inc. of Des Moines, Iowa as surety are held and firmly bound unto the City of Ankeny, Iowa, for a period of four (4) years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of Ninety-one Thousand, Eight Hundred Sixty-Two and 50/100 DOLLARS ($$91,862.50), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the City of Ankeny a certain contract dated the 2nd day of April, 2024, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

Storm Sewers, Paving, & Subgrade Pipe In connection with SW Ankeny Road Culvert Replacement, Ankeny, IA

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 plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:

   (A) To any extension of time to the contractor in which to perform the contract.

   (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.

   (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 24th day of April, 2024.

J & K Contracting, L.L.C.
principal

by

Merchants National Bonding, Inc.
surety

(SEAL)

2003

by
Sara Huston, Attorney-in-Fact

Approved as to form:

City of Ankeny, Iowa

by Donald Clark
City Engineer

Bond No. 100200828

# PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That J & K Contracting, L.L.C. as principal

and Merchants National Bonding, Inc. as surety are held and firmly bound unto the City of Ankeny

and Soil and Water Conservation Society as owner(s) in the penal sum of

Ninety-one Thousand, Eight Hundred Sixty-two and 50/100 -------------------- Dollars ($91,862.50), to the payment of which, well and truly to be made, the principal and surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 24th day of April, 2024.

WHEREAS, the principal has entered into a certain written contract, dated the 2nd day of April, 2024, with the owner(s) for:

Storm Sewers, Paving, & Subgrade Pipe In connection with SW Ankeny Road Culvert Replacement, Ankeny, IA

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly arising by reason of the failure of the principal to perform faithfully said contract, as well as against any and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be finally established against said improvements and the ground upon which constructed, for work done and/or materials furnished in and about the performance of said contract, then this obligation shall be void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the City of Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is therefore understood that any defenses that the principal and surety may assert against Soil and Water Conservation Society, in any action which might be brought against the principal or surety by the City of Ankeny for failing to complete the improvements as required, shall not be deemed to bar the City of Ankeny's right to recovery hereunder.

2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations there under, the surety shall have the right at its option to complete said contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

______________________________

JAYTON M HULL
Commission Number 845886
My Commission Expires
February 10, 2026

J & K Contracting, L.L.C.
______________________________ principal

by ______________________________

Merchants National Bonding, Inc.
______________________________ surety (SEAL)

2003

by ______________________________
Sara Huston, Attorney-in-Fact

City of Ankeny
______________________________

by Donald Clark

Soil and Water Conservation Society
______________________________ owner

by ______________________________

MERCHANTS
BONDING COMPANY™

# POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Lukas Schroder; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Rachel Thomas; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth D Rooker; Ted Jorgensen; Tim McCulloh; Todd Bengford; W R Withrow

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of April, 2024.

2003

1933

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC.**
**d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY**

By Larry Taylor
*President*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 15th day of April 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL
IOWA

**Penni Miller**
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this **24th** day of **April**, **2024**.

2003

1933

William Warner Jr.
*Secretary*

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/10/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
Holmes Murphy & Associates
2727 Grand Prairie Parkway
Waukee IA 50263

CONTACT NAME: Tristyn Paup
PHONE (A/C, No, Ext): 515-974-4604
FAX (A/C, No):
E-MAIL ADDRESS: tpaup@holmesmurphy.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : The Continental Insurance Company | 35289 |
| INSURER B : Midwest Builders Casualty Mutual Co | |
| INSURER C : Transportation Insurance Company | 20494 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** JKCONPC
J & K Contracting LLC
10703 Justin Drive
Urbandale, IA 50322

**COVERAGES** **CERTIFICATE NUMBER:** 1701051007 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ☒ COMMERCIAL GENERAL LIABILITY | | | 7039580646 | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | ☐ CLAIMS-MADE ☒ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | ☐ | | | | | | MED EXP (Any one person) | $ 5,000 |
| | ☐ | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | ☐ POLICY ☒ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | 7039578492 | 7/1/2023 | 7/1/2024 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ☒ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | ☒ UMBRELLA LIAB ☒ OCCUR | | | 7039605979 | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE | $ 5,000,000 |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | WC20000037782023A | 7/1/2023 | 7/1/2024 | ☒ PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y | N / A | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| C | Leased/Rented Equipment<br>Contractors Equipment | | | 7039589508 | 7/1/2023 | 7/1/2024 | Limit<br>Per Schedule | 1,000,000<br>Per Schedule |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Project: SW Ankeny Road Culvert Replacement
The City of Ankeny and Soil and Water Conservation Society are named as Additional insured only as required by written contract.

**CERTIFICATE HOLDER**

City of Ankeny
410 W 1st.
Ankeny IA 50023

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE
Kari Cooley

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INFORMATIONAL ONLY

# CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT ("Contract") is made this 2nd day of April, 2024, ("Effective Date") between **J & K Contracting LLC, 10703 Justin Drive, Urbandale, IA** 50322 ("Contractor") and Soil and Water Conservation Society, "Owner"). Contractor and Owner may be individually referred to herein as a "Party" and collectively referred to herein as the "Parties".

1. **Project Site**. Contractor shall perform the Work at the location set forth below ("Project Site").

   945 SW Ankeny Road, Ankeny, IA and adjacent public Right-of-way of Ankeny Road owned and operated by the City of Ankeny.

2. **The Work**. Contractor shall furnish the required supervision, labor, materials and equipment necessary to perform the work described on Exhibit A (the "Work"), attached hereto and incorporated herein. The Work performed at the Project Site shall be known as the "Project". Contractor assumes all obligations, risks and responsibilities with regard to the Work. Contractor shall be responsible to obtain and comply with any and all necessary permits. Contractor shall maintain for the duration of the Contract a valid Iowa General Contractors License, or any other license required under applicable law to perform the Work. During performance of the Work, Contractor shall maintain at the Project Site the equipment and labor necessary to diligently and continuously pursue completion of the Work. It is anticipated that Contractor will use crews comprised of a construction labor staff adept in culvert removal and installation, and pavement removal and installation, and temporary traffic controls to complete the Work. Owner shall cause an as-built survey to be delivered to confirm completion of the Work in accordance herewith, and such survey shall be determinative as to whether completion has been achieved. If an as-built survey is contracted and/or completed with another source, outside the scope of work for Contractor, all parties agree Contractor shall be provided a sealed copy of the final as-built survey at no cost.

3. **Payment Terms**.

a) The "Contract Price" is the actual cost of the Work as approved in an estimate submitted by Contractor to Owner up to a Guaranteed Maximum Price equal to $ **$91,862.50** and will be paid on a percent complete basis in monthly installments and/or as agreed upon by Owner and Contractor. Contractor's Federal ID Tax Number (EIN) is 56 264 5555. All payments shall be for work completed and materials used. Each payment shall be for ninety-five percent (95%) of the total amount shown on an invoice, with five percent (5%) retainage held by the Owner until a final payment is due.

b) Payments shall be paid within fifteen (15) days following Owner's receipt and approval of Contractor's invoice for Work performed through the date of such invoice and approved by Owner. Contractor shall submit invoices with all reasonable detail of costs incurred. No partial payment made under this Contract shall be considered an acceptance of the Work in whole or in part. Final payment to be paid within ninety (90) days of receipt of a final invoice and satisfactory completion as inspected by the engineer of record and approved by Owner. The final payment is subject to the following: (i) the Contractor has obtained any required certificate of occupancy issued by the City of Ankeny for the Project; and (ii) Contractor has completed any Punch-List items for the Project. The process for developed and completing the Punch List shall be as follows: a Punch List shall be generated at the final walkthrough with Owner and Contractor. After the Items stated on the project Punch List are completed both Owner and Contractor shall sign the Punch List indicating the Items have been completed. Interest shall accrue and be owed at 1.5% per month (or lesser amount if required by law) for payments more than thirty (30) days past due in accordance with the terms hereof.

c) As long as Owner is making timely payments to Contractor, Contractor shall ensure that all subcontractors, employees and suppliers, at all times, are paid all amounts due in connection with the performance of this Contract.

d) No payment or compensation of any kind shall be made to Contractor for damages because of hindrance or delay in the progress of the Work and arising from the actions or inactions of Contractor or its subcontractors or suppliers, whether such hindrances or delays are avoidable or unavoidable.

e) Contractor shall provide all applicable lien waivers of all contractors, subcontractors, service providers and suppliers upon receipt of payment from Owner.

4. **Failure to Perform; Termination**.

a) If, in the opinion of Owner, Contractor shall at any time fail in any respect to prosecute the Work according to the current schedule, or fail to comply with all provisions of this Contract, then after serving ten (10) days' prior written notice, unless the condition specified in such notice shall have been eliminated within such 10-day period, Owner may at its option terminate the Contract for default. In the event of termination for default, Owner may, at its option utilize any or all of the following: (1) require Contractor to assign to Owner any or all of its subcontract or purchase orders involving the Project, or (2) complete the Work either by itself or through others, by whatever methods as shall be accepted by Owner.

b) Upon receipt of notice from Owner of termination as provided for in this Contract, Contractor shall: (1) cause operations as directed by Owner in the notice; (2) take actions necessary, or that Owner may direct, for the protection and preservation of the Work; and (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In the case of such termination, Contractor shall be entitled to payment for Work properly executed.

c) Notwithstanding anything to the contrary in this Contract, Owner retains the right to terminate this Contract at its convenience and in its sole discretion at any time upon thirty (30) days' written notice to Contractor.

d) In the event Owner fails to pay the Contractor within thirty (30) days following the date due pursuant to Section 3b) above, Contractor may, upon seven (7) days written notice to the Owner, may stop work or terminate this Contract.

5. **Contractor's Liability; Indemnification**.

a) Contractor shall be liable to Owner for all costs Owner incurs as a result of Contractor's failure to perform this Contract in accordance with its terms. Contractor's failure to perform shall include the failure of its suppliers and/or subcontractors of any tier to perform the Work and the failure to remove any mechanics or materialman's liens, without limitation. Contractor's liability shall include, but not be limited to damages and other delay costs incurred by Owner and attorney's fees and related costs incurred by Owner and due to Contractor's liability hereunder.

b) If any person (including employees of Contractor) suffers injury or death or any property is damaged, lost or destroyed as a result, in whole or in part, of negligence of Contractor, its employees, agents or subcontractors, then Contractor shall indemnify Owner and assume the liability therefor, and shall (at Owner's option) defend any action, pay all costs including attorney's fees and satisfy any judgments entered against Owner in regard thereto and Contractor further agrees to hold Owner and their agents, employees and sureties harmless therefor.

c) Contractor is excluded from liability for faults and defects arising from the design of the Project.

~~c)~~d)The indemnification obligations of Contractor under the Section 5 shall survive the termination or completion of this Agreement.

6. **Contractor's Insurance**.

a) Prior to commencing the Work, Contractor shall procure, with Owner named as an additional insured party, and thereafter maintain, at its own expense, until final acceptance of the Work, liability insurance coverages (i) in a form and from insurers reasonably acceptable to Owner; (ii) be payable to the parties as their interest may appear; (iii) contain a standard or union-,type loss payable clause in favor of the Owners; (iv) contain an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days prior written notice to the Owners, all in the amounts not less than those shown below:

- Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than $1,000,000 each occurrence, $2,000,000 general aggregate, and $2,000,000 aggregate for products-completed operations hazard, providing coverage for claims including:
    - damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
    - personal and advertising injury;
    - damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
    - bodily injury or property damage arising out of completed operations; and
    - Contractor's indemnity obligations under this Contract.

- Automobile Liability covering vehicles owned by Contractor and non-owned vehicles used by Contractor, with policy limits of not less than $500,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

- Umbrella Liability with policy limits not less than $2,000,000 per each occurrence and $2,000,000 in the aggregate.

- Contractor shall also maintain insurance for claims under applicable worker's compensation and other employee benefit acts, for claims for bodily injury, including death, and from claims for damages to property which may arise both out of and during operations under this Contract in amounts not less than the statutory limits.

b) Concurrent with the execution of this Contract, Contractor shall furnish Owner with a certificate of insurance evidencing the coverage required under this Section 6 and shall be attached hereto as Exhibit B.

7. **Time of Performance**.

a) This Contract shall be effective upon the Effective Date. Contractor shall diligently and continuously pursue the completion of the Work in accordance with this Section 7. Owner shall have the right to terminate this Contract as provided in Section 4.

b) Contractor will proceed with the Work in a prompt and diligent manner, in accordance with the schedule for the Work set forth on Exhibit C, attached hereto and incorporated herein. Time is of the essence and Contractor acknowledges that Owner will likely suffer financial damages for failure to complete the Work within the time of completion specified herein. In the event Contractor fails to complete the phase of the Work for each milestone by the date which is thirty (30) days following the Target Completion Date for each milestone as identified on Exhibit B (subject to Section 7(d), below), and because the exact amount of Owner's damages cannot be readily ascertained on the date hereof, Contractor shall pay to Owner, as agreed and as liquidated damages (not as a penalty), $500.00 per day.

c) Contractor will use its best efforts to coordinate the Work so as not to impede the operations or other work taking place at the Owner's place of business, including employee access and parking. To the extent that the actions of Contractor cause a delay or interference with the daily operations of the Owner, and as a result thereof Owner incurs damages, then such damages shall be borne by Contractor.

d) Should the Work provided by Contractor (finished or in progress), be delayed, prevented or damaged by a "force majeure" beyond the control of the Parties, without the fault or negligence of Contractor or Owner, neither Party will be liable for such impacts and the Parties will negotiate with respect to the terms and conditions upon which Contractor's Work may be continued. A "force majeure" includes, for the purposes of this Contract: acts of God, public enemy, government of the United States, the several states, Native Americans, and any foreign country; or fires; adverse weather conditions such as hurricanes, floods, and rain events (provided such are documented by data substantiating that such adverse weather conditions were abnormal for a period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction); drought; epidemics; pests; riots; quarantine restrictions; strikes; civil disorders; freight embargos; disease; terrorism; or toxic contamination.

8. **Changes**. The Work may be supplemented or modified only by written Change Order executed by both parties and no work believed to constitute a change is compensable unless a written change order is executed by both parties.

9. **Approvals**. Contractor shall deliver to Owner copies of shop drawings, cuts, samples and materials lists required by Owner in accordance with Exhibit A within sufficient time so as not to delay performance of the Project.

10. **Liens and Lien Waivers**. Provided Owner makes payment to Contractor of all amounts properly due under this Contract, Contractor shall not permit any lien to be filed or otherwise imposed on any part of the Project on which the Work is performed. Contractor shall furnish to Owner with each request for payment (1) a conditional partial waiver of lien, in form satisfactory to Owner, from Contractor covering all work subject to such payment, and (2) an unconditional waiver of lien, in form satisfactory to Owner, from any or all persons or entities furnishing labor or materials for the Project under Contractor who were to receive funds from the previous payment. In addition, Contractor shall furnish to Owner a final waiver of lien, conditioned only upon final payment and in form satisfactory to Owner, before final payment will be made.

11. **Clean-Up**. Contractor shall clean up and remove all debris resulting from its Work in a manner that will not impede the progress of the Project nor cause inconvenience to the Owner, the City of Ankeny, or the public at large. If Contractor fails to comply with this Section within thirty-six (36) hours after receipt of notice of noncompliance from Owner, Owner may perform such necessary clean-up and deduct the cost from any amounts due to Contractor.

12. **Warranty**. For a period of two (2) years following Contractor's completion of the Work:
    - (i) Contractor warrants that the Work will be of good quality and new unless the Contract requires other;
    - (ii) Contractor further warrants that the Work will be free from defects in material and workmanship; and
    - (iii) Contractor shall, at its own expense, properly repair, replace and/or correct any defective Work, as may be required by Owner (unless damage to Work due to extreme weather events such as 100 year flood or hurricane).
    - (iv) If Contractor fails, upon reasonable notice from Owner, to repair, replace and/or correct any defective Work, then Owner may furnish such materials or labor as are necessary to bring the Work up to the standards called for, and Contractor agrees to reimburse Owner promptly for the expense incurred therefor.
    - (v) Contractor's warranty hereunder is not exclusive, and implied warranties and any other express warranties elsewhere contained herein, may be exercised by Owner.

13. **Contact Information**.

| Contractor Contact Information | Owner Contact Information |
|---|---|
| | Soil and Water Conservation Society |
| **J & K Contracting LLC** | |
| 10703 Justin Drive | 945 SW Ankeny Road |
| Urbandale, IA 50322 | Ankeny, IA 50023 |
| Nate Kreis, Project Manager | Attn: Clare Lindahl, CEO |
| Tel: 515-233-5500<br>515-868-1550 | Tel: 515-289-2331 |
| Email: Nate@jkcia.com | Email: clare.lindahl@swcs.org |

***For questions regarding this project during bidding,*** contact Shannon R. Schultz, at Snyder & Associates, 515-964-2020, email: sschultz@snyder-associates.com.

14. **Taxes**. The Soil and Water Conservation Society is a non-profit entity, qualifying as a 501(c)(3) organization under US Tax Code, Federal ID Tax Number (EIN) 42-0716340. As such, Contractor shall pay for, comply with and hold Owner harmless against the payment of all contributions, taxes or premiums which may be payable by it under federal, state or local laws arising out of the performance of this Contract, and all sales, use or other taxes for whatever nature levied or assessed against Owner, or Contractor arising out of this Contract, including any interest or penalties.

15. **Laws, Regulations and Ordinances**. Contractor shall be bound by, and, at its own cost, comply with all federal, state and local laws, codes, ordinances and regulations applicable to this Contract and the performance of the Work including the Occupational Safety and Health Act of 1970.

Contractor shall be duly licensed to operate under the law of the applicable jurisdictions. Contractor shall be liable to Owner for all loss, cost and expense attributable to any acts of commission or omission by Contractor, its employees and agents resulting from failure to comply therewith including, but not limited to, any fines, penalties or corrective measures. This Contract shall be performed and governed by the laws in the state of Iowa.

16. **Safety Program and Procedures**. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Contractor shall provide to Owner a copy of its standard health and safety program and procedures.

17. **Binding Dispute Resolution; Fees and Costs**. For any claim or dispute between Owner and Contractor arising out of this Contract, Owner shall have the option to elect either binding arbitration with a panel of three (3) mutually selected arbitrators or litigation in a court of competent jurisdiction where the Project is located. In the event any party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Contract, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and reasonably attorney's fees.

18. **Equal Opportunity**. In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, handicap, color or national origin.

19. **Assignment of Contract**. This Contract may not be assigned by Contractor without the prior written approval of Owner. Owner shall have the right to freely assign its interest in this Contract.

20. **Complete Agreement; Execution**. The Contract contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. Facsimiles or E-mails of this Contract and any other document, and any signatures thereon, shall be considered for all purposes as originals. This Contract may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same document.

IN WITNESS WHEREOF, Contractor and Owner have executed this Contract as of the Effective Date.

Contractor:
J & K Contracting LLC
By: Nate Kreis Digitally signed by Nate Kreis DN: C=US, E=nate@jkcia.com, O=J&K Contracting, OU=Project Manager, CN=Nate Kreis Date: 2024.04.17 08:13:06-05'00'
Name: Nate Kreis
Its: Project Manager, 4.17.24

OWNER:
Soil and Water Conservation Society
By: Clare Lindahl Digitally signed by Clare Lindahl DN: cn=Clare Lindahl, o, ou, email=clare.lindahl@swcs.org, c=US Date: 2024.04.11 13:06:28 -05'00'
Name: Clare Lindahl
Its: CEO, 4.11.24

*(Bidders are to complete this contract. After bids are opened and a Certified Bid Tab is produced, the Engineer will write a letter recommending awarding this contract to the lowest responsive, responsible, and qualified bidder. If in agreement, the Owner will return a copy of this contract signed along with a written Notice of Award).*

city of Ankeny
bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Municipal Utilities | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds associated with the construction of paving for the SW District Drive Traffic Improvements project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate construction of paving improvements for the SW District Drive Traffic Improvements project.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate the construction of paving improvements for the SW District Drive Traffic Improvements project.

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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## PUBLIC OUTREACH EFFORTS:

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## ACTION REQUESTED:

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## ADDITIONAL INFORMATION:

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## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution |
| 🗋 Contract and Bonds |

# RESOLUTION

## RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR SW DISTRICT DRIVE TRAFFIC IMPROVEMENTS PROJECT

---

**WHEREAS**, the plans and specifications for the construction of paving improvements and related work for SW District Drive Traffic Improvements project have been submitted and approved by the City Engineer; and

**WHEREAS**, the three-party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved; and,

2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

**PASSED AND APPROVED** on this 20th day of May, 2024.

______________________________
Mark E. Holm, Mayor

**ATTEST**:

______________________________
Diane Klemme, Deputy City Clerk

# PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 22ND day of April, 2024, by and between Absolute Concrete Construction, Inc. dba Absolute Group hereinafter called the "contractor", and DRA Properties hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

## ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

| | | |
|---|---|---|
| ______ Traffic Signal | ______ Sanitary Sewers | ______ Water Lines |
| x______ Storm Sewers | x______ Paving | x___ Subgrade Prep. |

As shown in construction plans titled (Project Name) SW District Dr Traffic Improvements, and bearing an "Approved For Construction Date" of 5 / 19 / 2023.

The estimated quantity of work to be done is:
- x______ as shown on the approved plans
- ______ as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

## ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than 5/6/24, and shall fully complete the work not later than 7/12/24.

## ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of $ 228,519.00 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

## ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

## ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

## ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

## ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed with one (1) original document as of the day and year first stated above.

Absolute Concrete Construction, Inc. dba Absolute Group
Contractor

by ________________

email: droberts@ag-iowa.com
(Required for return of signed document)

DRA Properties
Subdivider

by Tara Meredith

email: taram@albaughinc.com
(Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

by Donald Clark
City Engineer

Bond No. 100240595

# PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Absolute Concrete Construction, Inc. dba Absolute Group as principal

and Merchants National Bonding, Inc. as surety are held and firmly bound unto the City of Ankeny

and DRA Properties as owner(s) in the penal sum of

Two Hundred Twenty-Eight Thousand Five Hundred Nineteen and 00/100 Dollars ($ 228,519.00), to the payment of which, well and truly to be made, the principal and surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 22nd day of April, 2024.

WHEREAS, the principal has entered into a certain written contract, dated the 22ND day of April, 20 24, with the owner(s) for:

SW District Dr. Traffic Improvements
Storm Sewers, Paving, Subgrade Prep

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly arising by reason of the failure of the principal to perform faithfully said contract, as well as against any and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be finally established against said improvements and the ground upon which constructed, for work done and/or materials furnished in and about the performance of said contract, then this obligation shall be void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the City of Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is therefore understood that any defenses that the principal and surety may assert against DRA Properties, in any action which might be brought against the principal or surety by the City of Ankeny for failing to complete the improvements as required, shall not be deemed to bar the City of Ankeny's right to recovery hereunder.

2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations there under, the surety shall have the right at its option to complete said contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

Absolute Concrete Construction, Inc. dba Absolute Group
principal

by
Logan Peterson, Vice President

Merchants National Bonding, Inc.
surety (SEAL)

by Abigail Mohr
Abigail R. Mohr, Attorney-in-Fact

City of Ankeny

by Donald Clark

DRA Properties
owner

by Tara Meredith

Bond No. 100240595

# CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Absolute Concrete Construction, Inc. dba Absolute Group of 1800 Burr Oak Blvd, Granger, IA 50109 as principal and Merchants National Bonding, Inc of PO Box 14498, Des Moines, IA 50306 as surety are held and firmly bound unto the City of Ankeny, Iowa, for a period of (four) 4 years from the date of acceptance of hereinafter described improvements 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 Twenty-Eight Thousand Five Hundred Nineteen and 00/100 DOLLARS ($ 228,519.00 ), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the City of Ankeny a certain contract dated the 22ND day of April, 20 24, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

SW District Dr. Traffic Improvements
Storm Sewers, Paving, Subgrade Prep

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 plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."

2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:

   (A) To any extension of time to the contractor in which to perform the contract.

   (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.

   (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 22nd day of April, 2024.

Absolute Concrete Construction, Inc. dba Absolute Group
principal

by
Logan Peterson, Vice President

Merchants National Bonding, Inc
surety (SEAL)

by Abigail R. Mohr
Abigail R. Mohr, Attorney-in-Fact

Approved as to form:

City of Ankeny, Iowa

by Donald Clark
City Engineer

MERCHANTS
BONDING COMPANY™

# POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail R Mohr; Laura Peiffer; Mat DeGroote; Matthew R Fay; Michael L McCoy; Sandy VanOsten

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

2003

1933

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC.**
**d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY**

By Larry Taylor
*President*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

**Penni Miller**
Commission Number 787952
My Commission Expires
January 20, 2027

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

*Notary Public*

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of April , 2024 .

2003

1933

William Warner Jr.
*Secretary*

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/14/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
Arthur J. Gallagher Risk Management Services, LLC
4201 Westown Parkway
Suite 120
West Des Moines IA 50266

| | |
|---|---|
| **CONTACT NAME:** | Francisco Honzura |
| **PHONE (A/C, No, Ext):** | 515-309-6220 |
| **FAX (A/C, No):** | 515-457-8964 |
| **E-MAIL ADDRESS:** | Francisco_Honzura@ajg.com |

| **INSURER(S) AFFORDING COVERAGE** | **NAIC #** |
|---|---|
| **INSURER A :** Zurich American Insurance Company | 16535 |
| **INSURER B :** American Guarantee and Liability Ins Co | 26247 |
| **INSURER C :** Ironshore Specialty Insurance Co | 25445 |
| **INSURER D :** | |
| **INSURER E :** | |
| **INSURER F :** | |

**INSURED**
Absolute Group
1800 Burr Oak Blvd
Granger, IA 50109

**COVERAGES** **CERTIFICATE NUMBER:** 1698665758 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ☒ **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☒ OCCUR<br>☐<br>☐<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☒ PRO-JECT ☒ LOC<br>OTHER: | Y | | GLO442528102 | 5/3/2024 | 5/3/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 100,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>☒ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY | | | BAP442528302 | 5/3/2024 | 5/3/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$<br>$ |
| B | ☒ **UMBRELLA LIAB** ☒ OCCUR<br>☐ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | AUC459652602 | 5/3/2024 | 5/3/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | **N / A** | | WC442528202 | 5/3/2024 | 5/3/2025 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A<br>C | Leased/Rented Equip<br>Pollution Liability | | | CPP569800202<br>ICELLUW00148154 | 5/3/2024<br>5/3/2023 | 5/3/2025<br>5/3/2025 | Ded $1,000<br>Limit/Agg:$1M/$2M | $1,000,000<br>Retention $15,000 |

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

RE: Project: SW District Dr Traffic Improvements.

City of Ankeny is an additional insured on General Liability policy per form UGL1175FCW (04/13) if required in a written contract.

**CERTIFICATE HOLDER**

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny IA 50023-1564

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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# Additional Insured – Automatic – Owners, Lessees Or Contractors

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| GLO4425281-02 | 05/03/2024 | 05/03/2025 | 05/03/2024 | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured**:

**Address (including ZIP Code)**:

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement**.** Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**1.** Your acts or omissions; or

**2.** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

**1.** Only applies to the extent permitted by law; and

**2.** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

**a.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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**C.** The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D.** For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   **Primary and Noncontributory insurance**

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   **a.** The additional insured is a Named Insured under such other insurance; and

   **b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E.** This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

**F.** With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Municipal Utilities | Upgrade Essential Infrastructure |

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting an amended public stormwater management facility maintenance covenant and permanent easement from Sherman Hills Real Estate Partnership, LLP, associated with the DMOS MRI Addition project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution accepting an amended public stormwater management facility maintenance covenant and permanent easement from property owner Sherman Hills Real Estate Partnership, LLP to facilitate the construction of underground detention associated with the DMOS MRI Addition project

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting an amended public stormwater management facility maintenance covenant and permanent easement from Sherman Hills Real Estate Partnership, LLP to facilitate the construction of underground detention associated with the DMOS MRI Addition project.

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

## PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution |
| 🗋 Easement |

Preparer Information: Mark Valmore, City of Ankeny, Iowa, 1210 NW Prairie Ridge Pkwy, Ankeny, IA 50023 Phone: 515-963-3521

# RESOLUTION

## RESOLUTION ACCEPTING THE FIRST AMENDMENT TO STORMWATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT, ASSOCIATED WITH THE DEVELOPMENT OF DMOS MRI ADDITION PROJECT

**WHEREAS**, a Stormwater Management Facility Maintenance Covenant and Permanent Easement Agreement, associated with the development of DMOS MRI Addition Project, has been submitted and approved by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Stormwater Management Facility Maintenance Covenant and Permanent Easement Agreement associated with the development of DMOS MRI Addition is hereby accepted.

**PASSED AND APPROVED** this 20th day of May, 2024.

CITY OF ANKENY, IOWA

____________________________________
Mark E. Holm, Mayor

ATTEST:

____________________________________
Dianne Klemme, Deputy City Clerk

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information:

Dorsey & Whitney LLP
Attn: Alissa Smith
801 Grand Ave. Suite 4100
Des Moines, IA 50309
(515) 283-1000

# FIRST AMENDMENT TO STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT

**THIS FIRST AMENDMENT TO STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT** (this "**Amendment**") is made and entered into effective as of April 30, 2024 (the "**Effective Date**") by and between SHERMAN HILLS REAL ESTATE PARTNERSHIP, LLP ("**Grantor**") and the CITY OF ANKENY, IOWA (the "**City**").

## RECITALS:

A. Grantor and the City are parties to that certain Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement dated as of June 2, 2016 and recorded with the Office of the County Recorder in and for Polk County, Iowa on July 28, 2016 in Book 16109 Page 889-896 (the "**Agreement**").

B. Grantor and the City wish to amend the Agreement as set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and the City hereby covenant and agree as follows:

1. Recitals; Defined Terms. The foregoing recitals are true and correct and are incorporated herein as part of this Amendment. Unless otherwise defined herein, capitalized terms have the meanings ascribed to them in the Agreement.

2. Easement Area. Paragraph 1 of the Agreement is hereby amended to reflect that the "Easement Area" is limited to the two (2) storm water detention areas depicted on Exhibit A attached hereto and made a part hereof, and legally described on Exhibit A-1 attached hereto and made a part hereof.

3. Maintenance of the Storm Water Management Facility. In addition to all other obligations set forth in the Agreement, Grantor covenants and agrees that the Owners shall be obligated to assume and complete the following maintenance obligations with respect to the Storm Water Management Facility:

(a) Remove all trash, litter, debris or obstructions in the inlet and outlet manhole structures; and

(b) Annually inspect isolator row for sediment build up to determine if maintenance or cleaning is necessary. Inspections and maintenance shall be per manufacturer's recommendations.

4. Miscellaneous.

(a) Survival. Except as expressly amended by this Amendment, all of the terms, conditions, covenants and agreements in the Agreement shall remain in full force and effect.

(b) Binding Effect. All of the rights and obligations of the parties hereto shall be binding upon and shall inure to the benefit of their respective representatives, successors and assigns. The rights and obligations of each party hereunder shall run with and burden and benefit the land.

(c) Governing Law. The laws of the State of Iowa shall govern the interpretation, validity, performance, and enforcement of this Amendment.

(d) Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute a single instrument.

*[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

GRANTOR:

SHERMAN HILLS REAL ESTATE PARTNERSHIP, LLP

By:______________________
Name: Dr. Nicholas Honkamp
Title: DMOS Board President & Physician

STATE OF Iowa, COUNTY OF Polk, ss:

On this 30th day of April, 2024 before me, the undersigned, a Notary Public in and for said County and State personally appeared Dr. Nicholas Honkamp to me personally known, who being by me duly sworn, did say that s/he is Dr. Nicholas Honkamp, executing the within and foregoing instrument and acknowledged that s/he executed the same as her/his voluntary act and deed of Sherman Hills Real Estate Partnership, LLP, by it and by her/him voluntarily executed.

STACY L WALKER
Commission Number 799449
My Commission Expires
09/26/25

Stacy Walker
Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

I, ________________________, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Amendment was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____________, passed on the ________ day of _______________, _____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of ____________, 2024

________________________________
City Clerk of the City of Ankeny, Iowa

PROPERTY OWNER:

SHERMAN HILLS REAL ESTATE PARTNERSHIP, LLP

By: ______________________
Name: Dr. Nicholas Honkamp
Title: DMOS Board President & Physician

LENDER CONSENT:

IOWA STATE BANK

By: ______________________
Name: ______________________
Title: ______________________

# EXHIBIT A

Depiction of Easement Areas

See following pages.

# EXHIBIT 'A' - EASEMENT PLAT

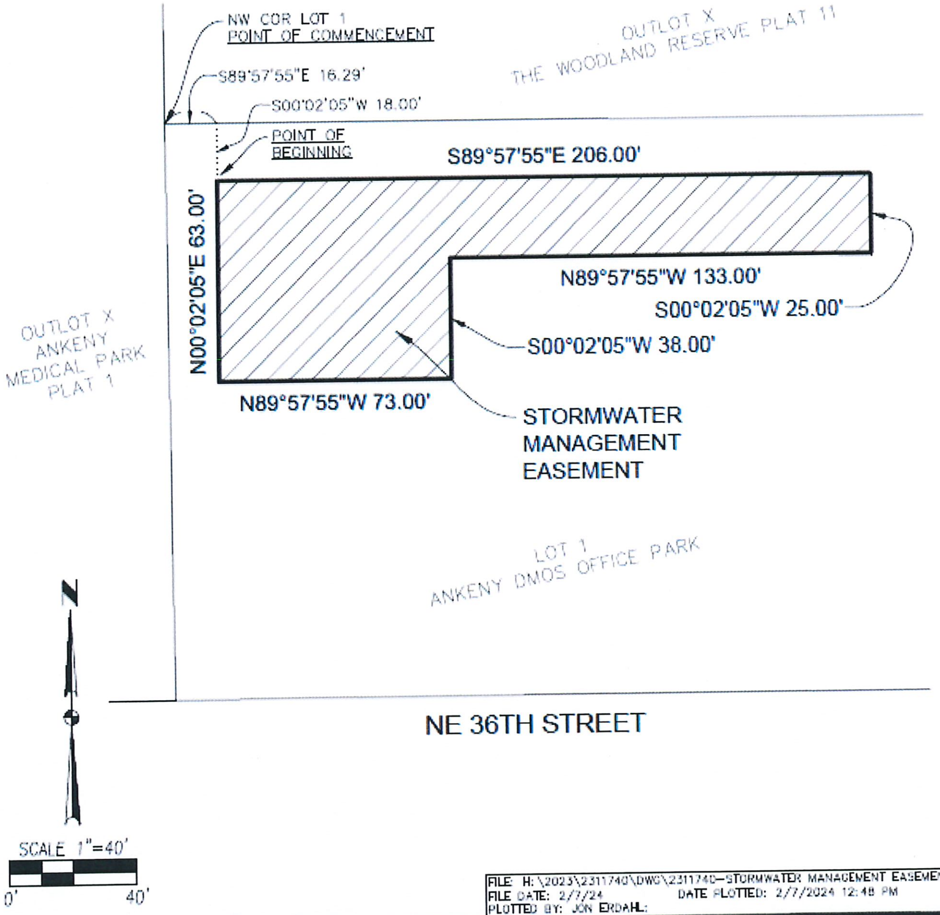
## OWNER

SHERMAN HILLS REAL ESTATE PARTNERSHIP LLP
6001 WESTOWN PKWY
WEST DES MOINES, IA 50266-7702

## STORMWATER MANAGEMENT EASEMENT DESCRIPTION

A PART OF LOT 1, ANKENY DMOS OFFICE PARK, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°57'55" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 16.29 FEET; THENCE SOUTH 00°02'05" WEST, 18.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°57'55" EAST, 206.00 FEET; THENCE SOUTH 00°02'05" WEST, 25.00 FEET; THENCE NORTH 89°57'55" WEST, 133.00 FEET; THENCE SOUTH 00°02'05" WEST, 38.00 FEET; THENCE NORTH 89°57'55" WEST, 73.00 FEET; THENCE NORTH 00°02'05" EAST, 63.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.18 ACRES (7,924 SQUARE FEET).


NW COR LOT 1
POINT OF COMMENCEMENT
S89°57'55"E 16.29'
S00°02'05"W 18.00'
POINT OF BEGINNING
OUTLOT X
THE WOODLAND RESERVE PLAT 11
S89°57'55"E 206.00'
N00°02'05"E 63.00'
N89°57'55"W 133.00'
S00°02'05"W 25.00'
S00°02'05"W 38.00'
OUTLOT X
ANKENY
MEDICAL PARK
PLAT 1
N89°57'55"W 73.00'
STORMWATER
MANAGEMENT
EASEMENT
LOT 1
ANKENY DMOS OFFICE PARK
N
NE 36TH STREET
SCALE 1"=40'
0'
40'

FILE: H:\2023\2311740\DWG\2311740–STORMWATER MANAGEMENT EASEMENT.DWG
FILE DATE: 2/7/24 DATE PLOTTED: 2/7/2024 12:48 PM
PLOTTED BY: JON ERDAHL:

1/1
2311.740

PT. LOT 1
ANKENY DMOS OFFICE PARK
EASEMENT PLAT
ANKENY, IOWA

CIVIL DESIGN ADVANTAGE

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

# EXHIBIT 'A' - EASEMENT PLAT

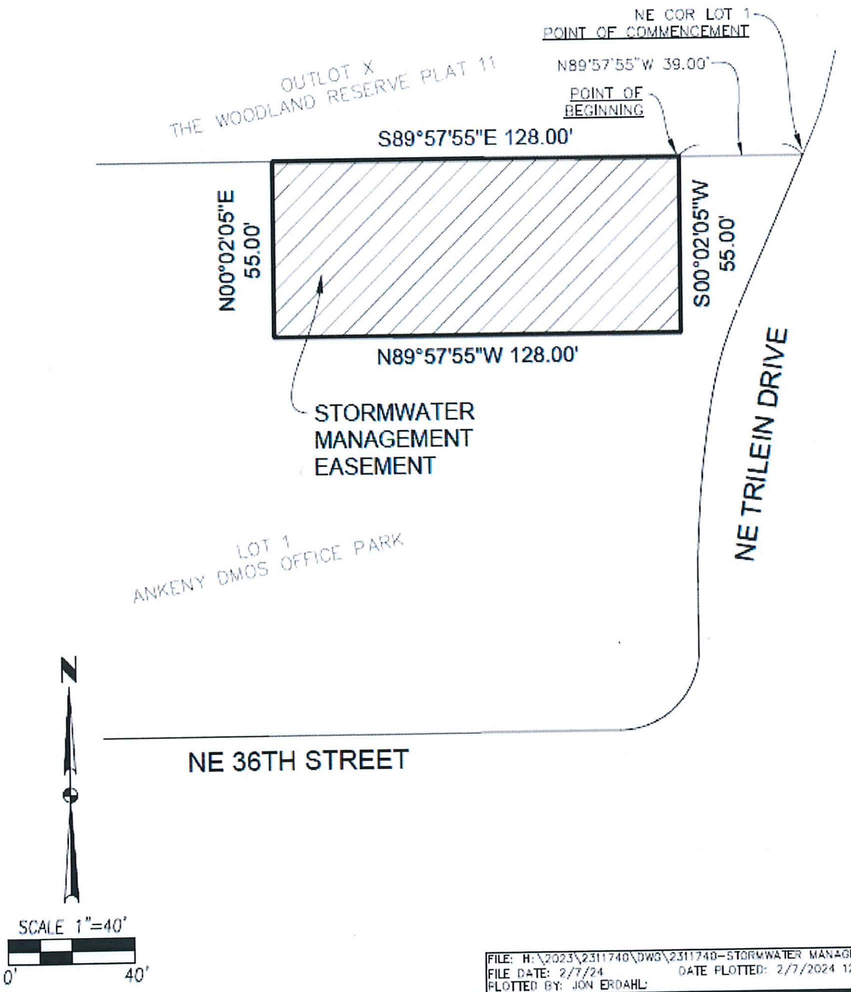
## OWNER

SHERMAN HILLS REAL ESTATE PARTNERSHIP LLP
6001 WESTOWN PKWY
WEST DES MOINES, IA 50266-7702

## STORMWATER MANAGEMENT EASEMENT DESCRIPTION

A PART OF LOT 1, ANKENY DMOS OFFICE PARK, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°57'55" WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 39.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°02'05" WEST, 55.00 FEET; THENCE NORTH 89°57'55" WEST, 128.00 FEET; THENCE NORTH 00°02'05" EAST, 55.00 FEET TO SAID NORTH LINE; THENCE SOUTH 89°57'55" EAST ALONG SAID NORTH LINE, 128.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.16 ACRES (7,040 SQUARE FEET).


NE COR LOT 1
POINT OF COMMENCEMENT
N89°57'55"W 39.00'
POINT OF BEGINNING
OUTLOT X
THE WOODLAND RESERVE PLAT 11
S89°57'55"E 128.00'
N00°02'05"E
55.00'
S00°02'05"W
55.00'
N89°57'55"W 128.00'
STORMWATER
MANAGEMENT
EASEMENT
NE TRILEIN DRIVE
LOT 1
ANKENY DMOS OFFICE PARK
N
NE 36TH STREET
SCALE 1"=40'
0'
40'

FILE: H:\2023\2311740\DWG\2311740-STORMWATER MANAGEMENT EASEMENT.DWG
FILE DATE: 2/7/24 DATE PLOTTED: 2/7/2024 12:46 PM
PLOTTED BY: JON ERDAHL

1/1
2311.740

PT. LOT 1
ANKENY DMOS OFFICE PARK
EASEMENT PLAT
ANKENY, IOWA

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH. (515) 369-4400

# EXHIBIT A-1

Legal Description of Easement Areas

LOT 1, ANKENY DMOS OFFICE PARK
STORMWATER MANAGEMENT EASEMENT DESCRIPTIONS
PROJECT #2311.740

WEST

A PART OF LOT 1, ANKENY DMOS OFFICE PARK, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°57'55" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 16.29 FEET; THENCE SOUTH 00°02'05" WEST, 18.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°57'55" EAST, 206.00 FEET; THENCE SOUTH 00°02'05" WEST, 25.00 FEET; THENCE NORTH 89°57'55" WEST, 133.00 FEET; THENCE SOUTH 00°02'05" WEST, 38.00 FEET; THENCE NORTH 89°57'55" WEST, 73.00 FEET; THENCE NORTH 00°02'05" EAST, 63.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.18 ACRES (7,924 SQUARE FEET).

EAST

A PART OF LOT 1, ANKENY DMOS OFFICE PARK, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°57'55" WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 39.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°02'05" WEST, 55.00 FEET; THENCE NORTH 89°57'55" WEST, 128.00 FEET; THENCE NORTH 00°02'05" EAST, 55.00 FEET TO SAID NORTH LINE; THENCE SOUTH 89°57'55" EAST ALONG SAID NORTH LINE, 128.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.16 ACRES (7,040 SQUARE FEET).

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Municipal Utilities | Upgrade Essential Infrastructure |

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ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

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SUBJECT:

**High Trestle Trail Water Transmission Main and Drainage Improvements Project**: Consider motion to approve: a) Final Change Order #2 decreasing the final contract amount by $332,127.55 b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Synergy Contracting, LLC in the amount of $5,483,170.20; and d) Final Payment #15 in the amount of $15,196.96 / Release of Retainage in the amount of $274,158.52.

---

EXECUTIVE SUMMARY:

The actions before the council are the acceptance of the Final Change Order, Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Synergy Contracting, LLC. on the High Trestle Trail (HTT) Water Transmission Main and Drainage Improvements Project.

The HTT Water Transmission Main and Drainage Improvements Project is now complete including all final punch-list items. A series of actions are needed in order to close out this construction project:

1. Final Change Order #2 reducing the contract by $332,127.55 which was an itemized balance of final quantities for the project.

2. Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications, and that the final contract amount is $5,483,170.20.

3. Resolution accepting the public improvements: This resolution approves and adopts the engineer's Certificate of Completion on the HTT Water Transmission Main and Drainage Improvements Project and establishes the final contract amount to be $5,483,170.20.

4. Final Payment: Synergy Contracting, LLC. = $15,196.96

Retainage Payment: Synergy Contracting, LCC. = $274,158.51

It is recommended that the retainage payment on the project be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

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FISCAL IMPACT: **No**

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

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CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Approval of Final Change Order #2 decreasing the contract amount by $332,127.55.

2. Accept the Certificate of Completion from the project engineer for the HTT Water Transmission Main and Drainage Improvements Project.

3. Adopt the Resolution accepting the HTT Water Transmission Main and Drainage Improvements Project with Synergy Contracting, LLC. in the final contract amount to be $5,483,170.20.

4. Authorize final payment to Synergy Contracting, LLC in the amount of $15,196.96 and release of retainage payment in the amount of $274,158.51 in accordance with the terms of the contract.

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

September 6, 2022: Council ordered construction and set dates for bid letting and public hearing.

October 3, 2022: Council held a public hearing; adopted plans, specifications, form of contract, and estimate of cost; and awarded construction; and approved construction contract and bonds.

## PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Change Order #2 Final |
| 🗋 Certificate of Completion |
| 🗋 Final Payment |
| 🗋 Resolution |

# CHANGE ORDER FORM

city of Ankeny
bringing it all together

| | | | |
|---|---|---|---|
| **Project Title:** | HTT WATER TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS | | |
| **Contractor:** | Synergy Contracting, LLC | | |
| **Address:** | 7481 US Highway 69, Des Moines, Iowa 50320 | | |
| **Finance Budget Code:** | 629.3629.4450 | **Finance Project #:** | 629.4450 |
| **Vendor Project #:** | 0 | **Purchase Order #:** | 0 |
| **Original Contract Date:** | October 3, 2022 | **Vendor Account #:** | 5089 |

**Date of Council Meeting:** May 20, 2024 **Change Order #:** 2

**Purpose of Change Order:**

Additional work identified as necessary or requested by the City during construction as described below.
2.01. Additional debris removal from stream behind 517 NW Scott Street.
2.02. Final adjustment to field revised quantities.

**Details of Change Order:**

| ITEM # | DESCRIPTION | UNITS | QUANTITY CHANGE | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 2.01 | Debris Removal | LS | 1.00 | $ 1,020.80 | $ 1,020.80 |
| 1 | Clearing and Grubbing, Select Trees | UNITS | 135.50 | $ 30.00 | $ 4,065.00 |
| 3 | Trench Foundation | TON | (820.00) | $ 56.00 | $ (45,920.00) |
| 4 | Special Pipe Support | EA | (2.00) | $ 3,500.00 | $ (7,000.00) |
| 6 | Drain Tile Repair | EA | (1.00) | $ 1,750.00 | $ (1,750.00) |
| 7 | Water Main, Trenched, PVC, 24" | LF | 259.53 | $ 406.00 | $ 105,369.18 |
| 8 | Water Main, Trenchless, PVC, 24" | LF | (257.76) | $ 406.00 | $ (104,650.56) |
| 10 | Fitting, Bend, 24" | EA | 1.00 | $ 6,720.00 | $ 6,720.00 |
| 11 | Fitting, Solid Sleeve Coupling, 24" | EA | 3.00 | $ 5,460.00 | $ 16,380.00 |
| 15 | Removal of Sidewalk | SY | 23.45 | $ 14.00 | $ 328.30 |
| 16 | Removal of Recreational Trail | SY | (417.17) | $ 14.00 | $ (5,840.38) |
| 17 | Recreational Trail, PCC, 6" | SY | (395.69) | $ 72.00 | $ (28,489.68) |
| 18 | Sidewalk, PCC, 4" | SY | 34.03 | $ 60.00 | $ 2,041.80 |
| 19 | Subbase Over-Excavation | TON | (20.24) | $ 56.00 | $ (1,133.44) |
| 20 | Granular Surfacing, Class A | TON | (50.00) | $ 42.00 | $ (2,100.00) |
| 21 | Handhole, Type III | EA | (3.00) | $ 3,220.00 | $ (9,660.00) |
| 22 | Conduit, 2" | LF | (2,340.00) | $ 35.00 | $ (81,900.00) |
| 24 | Conventional Seeding, Type 1 | AC | 0.41 | $ 3,600.00 | $ 1,476.00 |
| 25 | Hydraulic Seeding, Type 5 (Erosion Control) | AC | (2.30) | $ 3,600.00 | $ (8,280.00) |
| 26 | Wattles, 9" | LF | (1,217.00) | $ 2.00 | $ (2,434.00) |
| 27 | Wattles, Removal | LF | (1,217.00) | $ 1.00 | $ (1,217.00) |
| 28 | Erosion Control Mulching, Hydromulching | AC | 0.92 | $ 3,600.00 | $ 3,312.00 |
| 29 | Inlet Protection Device | EA | 3.00 | $ 180.00 | $ 540.00 |
| 30 | Tree Protection Fence | LF | (519.22) | $ 6.00 | $ (3,115.32) |
| 33 | Clearing and Grubbing, Select Trees | UNIT | 758.40 | $ 18.00 | $ 13,651.20 |
| 36 | Trench Foundation | TON | 6.64 | $ 56.00 | $ 371.84 |
| 38 | Storm Sewer, Trenched, RCP, 15" | LF | 6.38 | $ 168.00 | $ 1,071.84 |
| 45 | Full Depth Patch, PCC | SY | (17.07) | $ 161.00 | $ (2,748.27) |
| 46 | Subbase Over-Excavation | TON | (0.24) | $ 56.00 | $ (13.44) |
| 47 | Granular Surfacing, Class A | TON | (50.00) | $ 42.00 | $ (2,100.00) |
| 49 | Conventional Seeding, Type 1 | AC | 0.30 | $ 3,600.00 | $ 1,080.00 |
| 50 | Conventional Seeding, Type 3 | AC | 1.66 | $ 3,600.00 | $ 5,976.00 |
| 51 | Hydraulic Seeding, Type 3, BFM | AC | (1.30) | $ 5,400.00 | $ (7,020.00) |
| 52 | Hydraulic Seeding, Type 5 (Erosion Control) | AC | (2.50) | $ 3,600.00 | $ (9,000.00) |
| 53 | Temporary RECP, Type 2 | SY | (500.00) | $ 3.00 | $ (1,500.00) |
| 54 | Wattles, 9" | LF | 3,325.00 | $ 2.00 | $ 6,650.00 |
| 55 | Wattles, Removal | LF | 3,325.00 | $ 1.00 | $ 3,325.00 |

city of Ankeny
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## CHANGE ORDER FORM

**Project Title:** HTT WATER TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
**Contractor:** Synergy Contracting, LLC
**Address:** 7481 US Highway 69, Des Moines, Iowa 50320
**Finance Budget Code:** 629.3629.4450 **Finance Project #:** 629.4450
**Vendor Project #:** 0 **Purchase Order #:** 0
**Original Contract Date:** October 3, 2022 **Vendor Account #:** 5089

---

**Date of Council Meeting:** May 20, 2024 **Change Order #:** 2

| | | | | | |
|---|---|---|---|---|---|
| 56 | Check Dam, Rock | TON | (30.51) | $ 70.00 | $ (2,135.70) |
| 57 | Rip Rap, Class E | TON | (2,137.63) | $ 78.00 | $ (166,734.84) |
| 58 | Silt Fence | LF | 691.53 | $ 3.00 | $ 2,074.59 |
| 59 | Silt Fence, Removal | LF | 691.53 | $ 1.00 | $ 691.53 |
| 60 | Erosion Control Mulching, Hydromulching | AC | (2.30) | $ 3,600.00 | $ (8,280.00) |
| 62 | Tree Protection Fence | LF | (750.00) | $ 7.00 | $ (5,250.00) |
| | | | | | $ - |

**Change Order #:** 2 **makes the following adjustments to the Contract:** **$ (332,127.55)**

Contractor Accepted: Synergy Contracting, LLC
Firm Name

Signature Date 5/9/24

Engineer Approved: Snyder & Associates, Inc.
Firm Name

Signature Date 5/9/24

Owner Accepted: City of Ankeny

Signature Title Mayor
Date May 20, 2024

Attest for Owner:

Signature Title City Clerk
Date May 20, 2024

**Record of Change Orders:**

| | | |
|---|---|---|
| **Original Contract Amount** | | **$ 5,778,405.00** |
| # | Change Order Date | Amount |
| 1 | April 15, 2024 | $ 36,892.75 |
| 2 | May 20, 2024 | $ (332,127.55) |
| 3 | | |
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**Revised Contract Amount** **$ 5,483,170.20**

Date Printed: 5/9/2024

# CERTIFICATE OF COMPLETION

## High Trestle Trail Water Transmission Main and Drainage Improvements

**Ankeny, Iowa**

***May 20, 2024***

This is to certify that the construction improvements on the **High Trestle Trail Water Transmission Main and Drainage Improvements** project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is ***$5,483,170.20***. I hereby recommend acceptance of the project.

Respectfully submitted,

Wesley Farrand

Wesley Farrand, P.E.
Project Manager
Snyder & Associates, Inc.
Iowa License Number P18175

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

| | | | |
|---|---|---|---|
| **Project Title:** | HTT WATER TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS | | |
| **Contractor:** | Synergy Contracting, LLC | | |
| **Address:** | 7481 US Highway 69, Des Moines, Iowa 50320 | | |
| **Finance Budget Code:** | 629.3629.4450 | **Finance Project #:** | 629.4450 |
| **Finance Budget Code:** | 688.3688.4453 | **Finance Project #:** | 688.4453 |
| **Vendor Project #:** | | **Purchase Order #:** | |
| **Original Contract Date:** | October 3, 2022 | **Vendor Account #:** | 5089 |

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**Date of Council Meeting:** May 20, 2024 **Payment Application #:** 15 (Final)

**Payment Period:** From: March 30, 2024 Through: May 3, 2024

**Contract Summary:**

| | | | |
|---|---|---|---|
| Original Contract Amount: | $ 5,778,405.00 | | |
| Net Change by Change Orders: | $ (295,234.80) | | |
| Contract Amount to Date: (line 1 ± 2) | | $ 5,483,170.20 | |
| Total Completed and Stored to Date: | $ 5,483,170.20 | | |
| Retainage: 5 % of Completed Work: | $ 274,158.51 | | |
| Total Earned Less Retainage: | | $ 5,209,011.69 | |
| Less Previous Applications for Payment: | | $ 5,193,814.73 | |
| SUBTOTAL: | | | $ 15,196.96 |
| OTHER CHARGES: | | | $ - |
| | Current Payment Due - Division 1 (629.4450) | | $ 8,651.65 |
| | Current Payment Due - Division 2 (688.4453) | | $ 6,545.31 |
| **CURRENT PAYMENT DUE:** | | | **$ 15,196.96** |
| Balance to Finish, Including Retainage: | | $ 274,158.51 | |

Contract Time Remaining (Division 1): - Working Days
Contract Time Remaining (Division 2): - 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: Synergy Contracting, LLC
Firm Name

Signature Date 5/9/24

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

Signature Date 5/9/24

City of Ankeny Staff Approval:

Donald Clark
Signature Date 5/13/24

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

Date Printed: 5/9/2024

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

| No. | Date | Amount |
|---|---|---|
| 1 | December 19, 2022 | $ 111,373.25 |
| 2 | January 17, 2023 | $ 130,628.89 |
| 3 | February 21, 2023 | $ 265,766.84 |
| 4 | March 20, 2023 | $ 204,678.96 |
| 5 | April 17, 2023 | $ 634,936.90 |
| 6 | May 15, 2023 | $ 601,414.67 |
| 7 | July 3, 2023 | $ 2,107,126.85 |
| 8 | August 7, 2023 | $ 716,604.58 |
| 9 | September 5, 2023 | $ 158,300.36 |
| 10 | October 3, 2023 | $ 104,532.26 |
| 11 | November 6, 2023 | $ 41,857.34 |
| 12 | December 18, 2023 | $ 32,972.60 |
| 13 | January 15, 2024 | $ 37,185.07 |
| 14 | April 15, 2024 | $ 46,436.16 |
| 15 | | $ - |
| 16 | | $ - |
| 17 | | $ - |
| 18 | | $ - |
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Previous Applications for Payment:

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**PREVIOUS PAY APPS TOTAL = $ 5,193,814.73**

Record of Change Orders:

| No. | Date | Amount |
|---|---|---|
| 1 | April 15, 2024 | $ 36,892.75 |
| 2 | May 20, 2024 | $ (332,127.55) |
| 3 | | |
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**CHANGE ORDER TOTAL = $ (295,234.80)**

**Contract Time Remaining:**

| | |
|---|---|
| Contract Period: | Working Days |
| Construction Start Date (Div.I): | November 1, 2022 |
| Construction Start Date (Div.II): | April 1, 2022 |

**Full Completion (Div. 1)**

| | |
|---|---|
| Contract Working Days: | 170.0 |
| Added by Change Order: | 0.0 |
| Total Working Days: | 170.0 |
| Working Days Used to Date: | 170.0 |
| Working Days Remaining: | **0.0** |

**Full Completion (Div. 2):**

| | |
|---|---|
| Contract Working Days: | 90.0 |
| Added by Change Order: | 0.0 |
| Total Working Days: | 90.0 |
| Working Days Used to Date: | 90.0 |
| Working Days Remaining: | **0.0** |

Date Printed: 5/9/2024

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

**DIVISION 1 - WATER TRANSMISSION MAIN**

| ITEM NO. | DESCRIPTION (Include Change Order # If Applicable) | UNITS | ORIGINAL PROPOSED QUANTITY | QUANTITY CHANGE (BY CHANGE ORDER) | TOTAL QUANTITY | UNIT PRICE | EXTENDED PRICE | TOTAL QUANTITY THIS PAY PERIOD | TOTAL VALUE THIS PAY PERIOD | TOTAL QUANTITY FROM PREVIOUS PAY PERIODS | TOTAL QUANTITY COMPLETE | TOTAL VALUE OF COMPLETED WORK | REMAINING QUANTITY | PERCENT COMPLETE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | EARTHWORK | | | | | | | | | | | | | |
| 1 | Clearing and Grubbing, Select Trees | UNITS | 50.00 | 135.50 | 185.50 | $ 30.00 | $ 5,565.00 | | $ - | 185.50 | 185.50 | $ 5,565.00 | 0.00 | 100.00% |
| 2 | Clearing and Grubbing, General | LS | 1.00 | | 1.00 | $ 108,000.00 | $ 108,000.00 | | $ - | 1.00 | 1.00 | $ 108,000.00 | 0.00 | 100.00% |
| | TRENCH EXCAVATION AND BACKFILL | | | | | | | | | | | | | |
| 3 | Trench Foundation | TON | 820.00 | (820.00) | 0.00 | $ 56.00 | $ - | | $ - | 0.00 | 0.00 | $ - | 0.00 | 0.00% |
| 4 | Special Pipe Support | EA | 2.00 | (2.00) | 0.00 | $ 3,500.00 | $ - | | $ - | 0.00 | 0.00 | $ - | 0.00 | 0.00% |
| 5 | Trench Compaction Testing | LS | 1.00 | | 1.00 | $ 2,800.00 | $ 2,800.00 | | $ - | 1.00 | 1.00 | $ 2,800.00 | 0.00 | 100.00% |
| | SEWERS AND DRAINS | | | | | | | | | | | | | |
| 6 | Drain Tile Repair | EA | 2.00 | (1.00) | 1.00 | $ 1,750.00 | $ 1,750.00 | | $ - | 1.00 | 1.00 | $ 1,750.00 | 0.00 | 100.00% |
| | WATER MAINS AND APPURTENANCES | | | | | | | | | | | | | |
| 7 | Water Main, Trenched, PVC, 24" | LF | 4,815.00 | 259.53 | 5,074.53 | $ 406.00 | $2,060,259.18 | | $ - | 5074.53 | 5,074.53 | $2,060,259.18 | 0.00 | 100.00% |
| 8 | Water Main, Trenchless, PVC, 24" | LF | 5,005.00 | (257.76) | 4,747.24 | $ 406.00 | $1,927,379.44 | | $ - | 4747.24 | 4,747.24 | $1,927,379.44 | 0.00 | 100.00% |
| 9 | Water Main with Casing Pipe, Trenchless, PVC, 24" | LF | 100.00 | | 100.00 | $ 1,001.00 | $ 100,100.00 | | $ - | 100.00 | 100.00 | $ 100,100.00 | 0.00 | 100.00% |
| 10 | Fitting, Bend, 24" | EA | 18.00 | 1.00 | 19.00 | $ 6,720.00 | $ 127,680.00 | | $ - | 19.00 | 19.00 | $ 127,680.00 | 0.00 | 100.00% |
| 11 | Fitting, Solid Sleeve Coupling, 24" | EA | 10.00 | 3.00 | 13.00 | $ 5,460.00 | $ 70,980.00 | | $ - | 13.00 | 13.00 | $ 70,980.00 | 0.00 | 100.00% |
| 12 | Connect to Existing, 24" | EA | 2.00 | | 2.00 | $ 9,100.00 | $ 18,200.00 | | $ - | 2.00 | 2.00 | $ 18,200.00 | 0.00 | 100.00% |
| 13 | Valve, Gate, 24" | EA | 1.00 | | 1.00 | $ 46,550.00 | $ 46,550.00 | | $ - | 1.00 | 1.00 | $ 46,550.00 | 0.00 | 100.00% |
| 14 | Fire Hydrant Assembly | EA | 7.00 | | 7.00 | $ 16,170.00 | $ 113,190.00 | | $ - | 7.00 | 7.00 | $ 113,190.00 | 0.00 | 100.00% |
| | STREETS AND RELATED WORK | | | | | | | | | | | | | |
| 15 | Removal of Sidewalk | SY | 200.00 | 23.45 | 223.45 | $ 14.00 | $ 3,128.30 | | $ - | 223.45 | 223.45 | $ 3,128.30 | 0.00 | 100.00% |
| 16 | Removal of Recreational Trail | SY | 860.00 | (417.17) | 442.83 | $ 14.00 | $ 6,199.62 | | $ - | 442.83 | 442.83 | $ 6,199.62 | 0.00 | 100.00% |
| 17 | Recreational Trail, PCC, 6" | SY | 860.00 | (395.69) | 464.31 | $ 72.00 | $ 33,430.32 | | $ - | 464.31 | 464.31 | $ 33,430.32 | 0.00 | 100.00% |
| 18 | Sidewalk, PCC, 4" | SY | 240.00 | 34.03 | 274.03 | $ 60.00 | $ 16,441.80 | | $ - | 274.03 | 274.03 | $ 16,441.80 | 0.00 | 100.00% |
| 19 | Subbase Over-Excavation | TON | 55.00 | (20.24) | 34.76 | $ 56.00 | $ 1,946.56 | | $ - | 34.76 | 34.76 | $ 1,946.56 | 0.00 | 100.00% |
| 20 | Granular Surfacing, Class A | TON | 50.00 | (50.00) | 0.00 | $ 42.00 | $ - | | $ - | 0.00 | 0.00 | $ - | 0.00 | 0.00% |
| 21 | Handhole, Type III | EA | 3.00 | (3.00) | 0.00 | $ 3,220.00 | $ - | | $ - | 0.00 | 0.00 | $ - | 0.00 | 0.00% |
| 22 | Conduit, 2" | LF | 2,340.00 | (2,340.00) | 0.00 | $ 35.00 | $ - | | $ - | 0.00 | 0.00 | $ - | 0.00 | 0.00% |
| | TRAFFIC CONTROL | | | | | | | | | | | | | |
| 23 | Temporary Traffic Control | LS | 1.00 | | 1.00 | $ 17,500.00 | $ 17,500.00 | | $ - | 1.00 | 1.00 | $ 17,500.00 | 0.00 | 100.00% |
| | SITE WORK AND LANDSCAPING | | | | | | | | | | | | | |
| 24 | Conventional Seeding, Type 1 | AC | 2.30 | 0.41 | 2.71 | $ 3,600.00 | $ 9,756.00 | 0.40 | $ 1,440.00 | 2.31 | 2.71 | $ 9,756.00 | 0.00 | 100.00% |
| 25 | Hydraulic Seeding, Type 5 (Erosion Control) | AC | 2.30 | (2.30) | 0.00 | $ 3,600.00 | $ - | | $ - | 0.00 | 0.00 | $ - | 0.00 | 0.00% |
| 26 | Wattles, 9" | LF | 6,400.00 | (1,217.00) | 5,183.00 | $ 2.00 | $ 10,366.00 | | $ - | 5183.00 | 5,183.00 | $ 10,366.00 | 0.00 | 100.00% |
| 27 | Wattles, Removal | LF | 6,400.00 | (1,217.00) | 5,183.00 | $ 1.00 | $ 5,183.00 | 5,183.00 | $ 5,183.00 | 0.00 | 5,183.00 | $ 5,183.00 | 0.00 | 100.00% |
| 28 | Erosion Control Mulching, Hydromulching | AC | 4.60 | 0.92 | 5.52 | $ 3,600.00 | $ 19,872.00 | 0.69 | $ 2,484.00 | 4.83 | 5.52 | $ 19,872.00 | 0.00 | 100.00% |
| 29 | Inlet Protection Device | EA | 7.00 | 3.00 | 10.00 | $ 180.00 | $ 1,800.00 | | $ - | 10.00 | 10.00 | $ 1,800.00 | 0.00 | 100.00% |
| 30 | Tree Protection Fence | LF | 750.00 | (519.22) | 230.78 | $ 6.00 | $ 1,384.68 | | $ - | 230.78 | 230.78 | $ 1,384.68 | 0.00 | 100.00% |
| | MISCELLANEOUS | | | | | | $ - | | | | | | | |
| 31 | Mobilization | LS | 1.00 | | 1.00 | $ 81,000.00 | $ 81,000.00 | | $ - | 1.00 | 1.00 | $ 81,000.00 | 0.00 | 100.00% |
| 32 | Concrete Washout | LS | 1.00 | | 1.00 | $ 7,000.00 | $ 7,000.00 | | $ - | 1.00 | 1.00 | $ 7,000.00 | 0.00 | 100.00% |
| | CHANGE ORDER ITEMS | | | | | | | | | | | | | |
| 1.01 | Storm Sewer Repair | LS | | 1.00 | 1.00 | $ 15,072.20 | $ 15,072.20 | | $ - | 1.00 | 1.00 | $ 15,072.20 | 0.00 | 100.00% |
| 1.02 | Additional Traffic Control | LS | | 1.00 | 1.00 | $ 16,005.00 | $ 16,005.00 | | $ - | 1.00 | 1.00 | $ 16,005.00 | 0.00 | 100.00% |
| 1.03 | Additional Clearing and Grubbing | LS | | 1.00 | 1.00 | $ 4,347.20 | $ 4,347.20 | | $ - | 1.00 | 1.00 | $ 4,347.20 | 0.00 | 100.00% |
| 1.04 | Hydrant Adjustment | LS | | 1.00 | 1.00 | $ 1,291.92 | $ 1,291.92 | | $ - | 1.00 | 1.00 | $ 1,291.92 | 0.00 | 100.00% |
| 1.05 | Fence, Split Rail | LS | | 1.00 | 1.00 | $ 176.43 | $ 176.43 | | $ - | 1.00 | 1.00 | $ 176.43 | 0.00 | 100.00% |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

**TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK**

CONTRACT = $4,834,354.65 PAY PERIOD = $ 9,107.00 COMPLETED = $4,834,354.65 100.00%

Date printed: 5/9/2024

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

**DIVISION 2 - DRAINAGE IMPROVEMENTS**

| ITEM NO. | DESCRIPTION (Include Change Order # if Applicable) | UNITS | ORIGINAL PROPOSED QUANTITY | QUANTITY CHANGE (BY CHANGE ORDER) | TOTAL QUANTITY | UNIT PRICE | EXTENDED PRICE | TOTAL QUANTITY THIS PAY PERIOD | TOTAL VALUE THIS PAY PERIOD | TOTAL QUANTITY FROM PREVIOUS PAY PERIODS | TOTAL QUANTITY COMPLETE | TOTAL VALUE OF COMPLETED WORK | REMAINING QUANTITY | PERCENT COMPLETE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | EARTHWORK | | | | | | | | | | | | | |
| 33 | Clearing and Grubbing, Select Trees | UNIT | 1,500.00 | 758.40 | 2,258.40 | $ 18.00 | $ 40,651.20 | | $ - | 2258.40 | 2,258.40 | $ 40,651.20 | 0.00 | 100.00% |
| 34 | Clearing and Grubbing, General | LS | 1.00 | | 1.00 | $ 72,000.00 | $ 72,000.00 | | $ - | 1.00 | 1.00 | $ 72,000.00 | 0.00 | 100.00% |
| 35 | Excavation, Class 10 | CY | 4,672.00 | | 4,672.00 | $ 35.00 | $ 163,520.00 | | $ - | 4672.00 | 4,672.00 | $ 163,520.00 | 0.00 | 100.00% |
| | TRENCH EXCAVATION AND BACKFILL | | | | | | | | | | | | | |
| 36 | Trench Foundation | TON | 10.00 | 6.64 | 16.64 | $ 56.00 | $ 931.84 | | $ - | 16.64 | 16.64 | $ 931.84 | 0.00 | 100.00% |
| 37 | Trench Compaction Testing | LS | 1.00 | | 1.00 | $ 1,400.00 | $ 1,400.00 | | $ - | 1.00 | 1.00 | $ 1,400.00 | 0.00 | 100.00% |
| | SEWERS AND DRAINS | | | | | | | | | | | | | |
| 38 | Storm Sewer, Trenched, RCP, 15" | LF | 30.00 | 6.38 | 36.38 | $ 168.00 | $ 6,111.84 | | $ - | 36.38 | 36.38 | $ 6,111.84 | 0.00 | 100.00% |
| 39 | Pipe Apron Guard, 24" | EA | 6.00 | | 6.00 | $ 2,870.00 | $ 17,220.00 | | $ - | 6.00 | 6.00 | $ 17,220.00 | 0.00 | 100.00% |
| | STRUCTURES FOR SANITARY AND STORM SEWERS | | | | | | | | | | | | | |
| 40 | Manhole, SW-401, 48" | EA | 1.00 | | 1.00 | $ 6,160.00 | $ 6,160.00 | | $ - | 1.00 | 1.00 | $ 6,160.00 | 0.00 | 100.00% |
| 41 | Intake, SW-503 | EA | 1.00 | | 1.00 | $ 6,650.00 | $ 6,650.00 | | $ - | 1.00 | 1.00 | $ 6,650.00 | 0.00 | 100.00% |
| 42 | Intake, SW-506 | EA | 1.00 | | 1.00 | $ 9,170.00 | $ 9,170.00 | | $ - | 1.00 | 1.00 | $ 9,170.00 | 0.00 | 100.00% |
| 43 | Intake, SW-509 | EA | 1.00 | | 1.00 | $ 7,385.00 | $ 7,385.00 | | $ - | 1.00 | 1.00 | $ 7,385.00 | 0.00 | 100.00% |
| 44 | Remove Intake | EA | 1.00 | | 1.00 | $ 1,400.00 | $ 1,400.00 | | $ - | 1.00 | 1.00 | $ 1,400.00 | 0.00 | 100.00% |
| | STREETS AND RELATED WORK | | | | | | | | | | | | | |
| 45 | Full Depth Patch, PCC | SY | 210.00 | (17.07) | 192.93 | $ 161.00 | $ 31,061.73 | | $ - | 192.93 | 192.93 | $ 31,061.73 | 0.00 | 100.00% |
| 46 | Subbase Over-Excavation | TON | 35.00 | (0.24) | 34.76 | $ 56.00 | $ 1,946.56 | | $ - | 34.76 | 34.76 | $ 1,946.56 | 0.00 | 100.00% |
| 47 | Granular Surfacing, Class A | TON | 50.00 | (50.00) | 0.00 | $ 42.00 | $ - | | $ - | 0.00 | 0.00 | $ - | 0.00 | 0.00% |
| | TRAFFIC CONTROL | | | | | | | | | | | | | |
| 48 | Temporary Traffic Control | LS | 1.00 | | 1.00 | $ 10,500.00 | $ 10,500.00 | | $ - | 1.00 | 1.00 | $ 10,500.00 | 0.00 | 100.00% |
| | SITE WORK AND LANDSCAPING | | | | | | | | | | | | | |
| 49 | Conventional Seeding, Type 1 | AC | 0.10 | 0.30 | 0.40 | $ 3,600.00 | $ 1,440.00 | | $ - | 0.40 | 0.40 | $ 1,440.00 | 0.00 | 100.00% |
| 50 | Conventional Seeding, Type 3 | AC | 3.30 | 1.66 | 4.96 | $ 3,600.00 | $ 17,856.00 | 0.29 | $ 1,044.00 | 4.67 | 4.96 | $ 17,856.00 | 0.00 | 100.00% |
| 51 | Hydraulic Seeding, Type 3, BFM | AC | 1.30 | (1.30) | 0.00 | $ 5,400.00 | $ - | | $ - | 0.00 | 0.00 | $ - | 0.00 | 0.00% |
| 52 | Hydraulic Seeding, Type 5 (Erosion Control) | AC | 4.70 | (2.50) | 2.20 | $ 3,600.00 | $ 7,920.00 | | $ - | 2.20 | 2.20 | $ 7,920.00 | 0.00 | 100.00% |
| 53 | Temporary RECP, Type 2 | SY | 500.00 | (500.00) | 0.00 | $ 3.00 | $ - | | $ - | 0.00 | 0.00 | $ - | 0.00 | 0.00% |
| 54 | Wattles, 9" | LF | 1,500.00 | 3,325.00 | 4,825.00 | $ 2.00 | $ 9,650.00 | | $ - | 4825.00 | 4,825.00 | $ 9,650.00 | 0.00 | 100.00% |
| 55 | Wattles, Removal | LF | 1,500.00 | 3,325.00 | 4,825.00 | $ 1.00 | $ 4,825.00 | 4,825.00 | $ 4,825.00 | 0.00 | 4,825.00 | $ 4,825.00 | 0.00 | 100.00% |
| 56 | Check Dam, Rock | TON | 50.00 | (30.51) | 19.49 | $ 70.00 | $ 1,364.30 | | $ - | 19.49 | 19.49 | $ 1,364.30 | 0.00 | 100.00% |
| 57 | Rip Rap, Class E | TON | 3,660.00 | (2,137.63) | 1,522.37 | $ 78.00 | $ 118,745.16 | | $ - | 1522.37 | 1,522.37 | $ 118,745.16 | 0.00 | 100.00% |
| 58 | Silt Fence | LF | 500.00 | 691.53 | 1,191.53 | $ 3.00 | $ 3,574.59 | | $ - | 1191.53 | 1,191.53 | $ 3,574.59 | 0.00 | 100.00% |
| 59 | Silt Fence, Removal | LF | 500.00 | 691.53 | 1,191.53 | $ 1.00 | $ 1,191.53 | | $ - | 1191.53 | 1,191.53 | $ 1,191.53 | 0.00 | 100.00% |
| 60 | Erosion Control Mulching, Hydromulching | AC | 9.00 | (2.30) | 6.70 | $ 3,600.00 | $ 24,120.00 | | $ - | 6.70 | 6.70 | $ 24,120.00 | 0.00 | 100.00% |
| | DEMOLITION | | | | | | | | | | | | | |
| 61 | Remove Pedestrian Bridge | EA | 10.00 | | 10.00 | $ 5,250.00 | $ 52,500.00 | | $ - | 10.00 | 10.00 | $ 52,500.00 | 0.00 | 100.00% |
| 62 | Tree Protection Fence | LF | 750.00 | (750.00) | 0.00 | $ 7.00 | $ - | | $ - | 0.00 | 0.00 | $ - | 0.00 | 0.00% |
| | MISCELLANEOUS | | | | | | | | | | | | | |
| 63 | Mobilization | LS | 1.00 | | 1.00 | $ 25,000.00 | $ 25,000.00 | | $ - | 1.00 | 1.00 | $ 25,000.00 | 0.00 | 100.00% |
| 64 | Concrete Washout | LS | 1.00 | | 1.00 | $ 3,500.00 | $ 3,500.00 | | $ - | 1.00 | 1.00 | $ 3,500.00 | 0.00 | 100.00% |
| | CHANGE ORDER ITEMS | | | | | | | | | | | | | |
| 2.01 | Debris Removal | LS | | 1.00 | 1.00 | $ 1,020.80 | $ 1,020.80 | 1.00 | $ 1,020.80 | 0.00 | 1.00 | $ 1,020.80 | 0.00 | 100.00% |
| | | | | | | | | | | | | | | |

**TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK** CONTRACT = $ 648,815.55 PAY PERIOD = $ 6,889.80 COMPLETED = $ 648,815.55 100.00%

Date printed: 5/9/2024

Council Member ____________________ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE HTT WATER TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS", and moved that the same be adopted. Council Member _______________ seconded the motion to adopt. The roll was called, and the vote was:

AYES: __________________________________________

NAYS: __________________________________________

Whereupon, the Mayor declared the following Resolution duly adopted:

## RESOLUTION

### RESOLUTION ACCEPTING THE HTT WATER TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS

WHEREAS, on the **17th** day of **October**, 2022, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Synergy Contracting, LLC** of **Des Moines, Iowa**, for the construction of certain public improvements generally described as the HTT Water Transmission Main & Drainage Improvements; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on **May 20, 2024**:

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 $**5,483,170.20**, as shown in the report of the Engineer.

PASSED AND APPROVED this **__20th__** day of **__May__**, 2024.

Mayor

ATTEST:

Deputy City Clerk

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

🖶 Print

ORIGINATING DEPARTMENT: City Clerk

COUNCIL GOAL:

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ACTION REQUESTED:

Motion

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LEGAL:

Item Reviewed by Legal Counsel

---

SUBJECT:

Consider motion to approve the Order Accepting Acknowledgement/Settlement Agreement with Walgreens #7996.

---

EXECUTIVE SUMMARY:

In accordance with the Iowa Code Section 453A.2(1) pertaining to tobacco violations, the following violation is presented to the City Council for acknowledgement and settlement.

1.) Walgreens #7996, 2702 SE Delaware Ave., Ankeny, Iowa – first violation $ 300.00

---

FISCAL IMPACT: **No**

---

CITY MANAGER'S RECOMMENDATIONS:

Approve the Order Accepting Acknowledgement/Settlement Agreement with Tobacco Permit Holder.

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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## PUBLIC OUTREACH EFFORTS:

---

## ACTION REQUESTED:

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## ADDITIONAL INFORMATION:

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## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Agreement |

# ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

**IN RE:**

**Permit Holder:**
**Walgreens #7996**
**2702 SE Delaware Ave.**
**Ankeny, IA 50021**

**FIRST VIOLATION**

We hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Hearing Complaint filed against us in the above-captioned case. We hereby knowingly and voluntarily acknowledge the facts and allegations contained in the Hearing Complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. We hereby knowingly and voluntarily waive hearing and submit to the statutory penalties prescribed by Iowa law. We understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. We have enclosed a check for the amount of $300.00 made payable to the "City of Ankeny" to settle the above-referenced Hearing Complaint. In signing below, I hereby certify that I have the authority to bind the above-named Permit Holder.

By: Wendy M. Doty
Title: Senior Counsel

On behalf of Permit Holder: Walgreens #7996
2702 SE Delaware Ave.
Ankeny, IA 50021

If you decide to sign this Acknowledgment/Settlement Agreement and waive your appearance at a hearing, this document, properly signed and dated, along with your $300.00 check made payable to the "City of Ankeny", must be returned to:

Amy S. Beattie
BRICK, GENTRY, BOWERS, SWARTZ & LEVIS, P.C.
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
Telephone: (515) 274-1450
Fax: (515) 274-1488
E-mail: amy.beattie@brickgentrylaw.com

ATTORNEY FOR THE CITY OF ANKENY, IA

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Economic Development | Ensure Economic Vitality |

---

ACTION REQUESTED:

Resolution

---

LEGAL:

No Review Required

---

SUBJECT:

Consider motion to adopt **RESOLUTION** setting public hearing on an amendment to an existing development agreement between the City of Ankeny and SPAL - USA, Inc. (date of hrg: 6/3/2024 @ 5:30 p.m.)

---

EXECUTIVE SUMMARY:

This amendment provides SPAL - USA an additional twenty (24) months to commence construction on their proposed office and manufacturing facility. The original development agreement approved May 1, 2023, required SPAL to commence construction, defined as footings in the ground, within twelve (12) months of approval. A twenty-four (24) month extension would give SPAL until May, 1, 2026 to commence construction. This change is being requested due to primary customers extending the roll out date for new products that will use SPAL equipment, which gives SPAL additional time to begin manufacturing in Ankeny. SPAL has acquired approximately 23 acres since the original development agreement was approved.

---

FISCAL IMPACT: **No**

This amendment gives SPAL additional time to begin their project. The terms of the agreement have not changed.

---

## CITY MANAGER'S RECOMMENDATIONS:

To approve setting the public hearing for June 3, 2024.

---

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The City Council held a public hearing and approved a development agreement for this project on May 1, 2023.

---

## PUBLIC OUTREACH EFFORTS:

A public hearing on the original development agreement was held on May 1, 2023.

---

## ACTION REQUESTED:

---

## ADDITIONAL INFORMATION:

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## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 SPAL Public hearing reso |
| 🗋 Spal Amend NOH |

# RESOLUTION XX-XXX

# A RESOLUTION SETTING A PUBLIC HEARING ON AN AMENDMENT TO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY & SPAL - USA, INC.

**WHEREAS**, The City Council approved a development agreement with SPAL – USA, Inc. on May, 1, 2023 providing incentives for an approximately 215,000 square headquarters facility for U.S. operations consisting of an office and manufacturing facility on 23.5 acres located at 7655 SE Convenience Boulevard in the Crosswinds Business Park, said property being within the city limits of the City of Ankeny and eligible for Local Business Investment Policy incentives; and

**WHEREAS,** the agreement required SPAL – USA, Inc. to commence construction, defined as footings in the ground, within twelve (12) months of approval of the agreement; and

**WHEREAS,** SPAL – USA, Inc. has requested a twenty-four (24) month extension to commence construction of their office and manufacturing facility; and

**WHEREAS,** city staff has amended the existing development agreement between the City of Ankeny and SPAL – USA, Inc. to provide SPAL – USA, Inc. a total of 36 months to commence construction on the proposed approximately 215,000 square foot facility; and

**WHEREAS**, the City Council will consider approval of an amendment to an existing development agreement with SPAL – USA, Inc. to provide SPAL – USA, Inc. a 24-month extension to commence construction on their office and manufacturing facility.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Ankeny, Iowa sets a public hearing on the proposed amended development agreement for June 3rd, 2024 at 5:30 p.m.

**Passed and approved** this 20th day of May, 2024.

__________________________________
Mark E. Holm, Mayor

_______________________________
Dianne Klemme, Deputy City Clerk

# NOTICE OF HEARING ON PROPOSAL TO AMEND AN EXISTING DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY AND SPAL – USA, INC.

The City Council of the City of Ankeny, Iowa, will meet on the 3rd day of June, 2024, at Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023 at 5:30 p.m., for the purpose of considering approval of an amended development agreement with SPAL - USA, Inc. The amended development agreement will amend the timeline for which SPAL - USA, Inc. is required to begin their development project, as outlined in the original development agreement.

At the aforementioned time and place, oral or written comments may be filed or made on the proposal to enter into the Development Agreement. After said hearing, the City may take action on said Development Agreement.

DATED this 20th day of May, 2024.

Dianne Klemme, Deputy City Clerk

Published in the Des Moines Register on the Xth day of XXXXXX, 2024.

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Economic Development | Ensure Economic Vitality |

ACTION REQUESTED:

Resolution

---

LEGAL:

No Review Required

---

SUBJECT:

Consider motion to adopt **RESOLUTION** setting public hearing on an amendment to an existing development agreement between the City of Ankeny and Pet Parents, LLC. (date of hrg: 6/3/2024 @ 5:30 p.m.)

---

EXECUTIVE SUMMARY:

Pet Parents, LLC committed to creating 28 new jobs within 36 months of approval of their development agreement approved by the City Council on March 1, 2021. This development agreement provided TIF rebates to support the project and outlined the terms of their award, which included claw back provisions. They have created three new jobs over the past 36 months and have requested a 12 month extension to allow for additional time to meet the new jobs requirement of their agreement. The proposed extension and amendment will provide them four years to create the positions and one year to maintain the positions. The original agreement required them to create the positions within three years and maintain the positions for two years.

---

FISCAL IMPACT: **No**

In lieu of withholding rebate payments, the company will have additional time to create new jobs. Rebate payments may still be withheld if job creation targets are not met by March 1, 2025.

## CITY MANAGER'S RECOMMENDATIONS:

To approve setting the public hearing for June 3, 2024.

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The City Council held a public hearing and approved a development agreement for this project on March 1, 2021.

## PUBLIC OUTREACH EFFORTS:

Public hearing on the original development agreement was held on March 1, 2021.

## ACTION REQUESTED:

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Pet Parents Public Hearing Reso |
| 🗋 Pet Parents NOH |

# RESOLUTION XX-XXX

# A RESOLUTION SETTING A PUBLIC HEARING ON AN AMENDMENT TO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY & PET PARENTS, LLC

**WHEREAS**, The City Council approved a development agreement with Pet Parents, LLC on March, 1, 2021 providing incentives for an approximately 31,000 square foot office, warehouse and distribution facility located at 1808 SW Magazine Road, said property being within the city limits of the City of Ankeny and eligible for Local Business Investment Policy incentives; and

**WHEREAS,** the agreement required Pet Parents, LLC to create twenty-eight (28) new jobs at specific wages within thirty-six (36) months of approval of the agreement; and

**WHEREAS,** Pet Parents, LLC has requested a twelve (12) month extension to provide additional time to create the new jobs pledged as part of their original agreement; and

**WHEREAS,** city staff has amended the existing development agreement between the City of Ankeny and Pet Parents, LLC to provide Pet Parents, LLC a total of 48 months to create the new jobs pledged in their original development agreement; and

**WHEREAS**, the City Council will consider approval of an amendment to an existing development agreement with Pet Parents, LLC to provide Pet Parents, LLC a 12-month extension to create the new jobs pledged in their original development agreement.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Ankeny, Iowa sets a public hearing on the proposed amended development agreement for June 3rd, 2024 at 5:30 p.m.

**Passed and approved** this 20th day of May, 2024.

__________________________________
Mark E. Holm, Mayor

______________________________, Deputy City Clerk
Diane Klemme

# NOTICE OF HEARING ON PROPOSAL TO AMEND AN EXISTING DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY AND PET PARENTS, LLC

The City Council of the City of Ankeny, Iowa, will meet on the 3rd day of June, 2024, at Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023 at 5:30 p.m., for the purpose of considering approval of an amended development agreement with Pet Parents, LLC. The amended development agreement will amend the timeline for which Pet Parents, LLC is required to create new jobs at specific wages, as outlined in the original development agreement.

At the aforementioned time and place, oral or written comments may be filed or made on the proposal to enter into the Development Agreement. After said hearing, the City may take action on said Development Agreement.

DATED this 20th day of May, 2024.

____________________________________

Diane Klemme, Deputy City Clerk

Published in the Des Moines Register on the Xth day of XXXXXX, 2024.

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Fire | Strengthen Community Engagement |

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ACTION REQUESTED:

Resolution

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LEGAL:

No Review Required

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SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign an amendment to the Polk County Emergency Management Commission Bylaws.

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EXECUTIVE SUMMARY:

Polk County Emergency Management has proposed an amendment to the Commission's Bylaws regarding Article IX (Rules of Conduct) Section 7 (Voting and Quorum) based on recent court rulings, compliance with Iowa laws , and alignment with the Polk County 911 Service Board.

The proposed revision strikes" quorum ~~*shall consist of a minimum of six voting members in attendance. A minimum of six affirmative votes if the meeting attendance is eleven or less or a majority of the quorum present if the attendance is twelve or higher shall be sufficient to pass all motions, resolutions or other matters proposed.*~~*"* *a*nd replaces with… "*A quorum exists if a majority of the members of the Commission are present.*"

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FISCAL IMPACT: **No**

## CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approving the resolution.

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## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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## PUBLIC OUTREACH EFFORTS:

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## ACTION REQUESTED:

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## ADDITIONAL INFORMATION:

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## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution |
| 🗋 Amended Bylaws |

# RESOLUTION

## A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE AMENDED POLK COUNTY EMERGENCY MANAGEMENT COMMISSION BYLAWS

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**WHEREAS**, the City of Ankeny is a member of the Polk County Emergency Management Commission; and

**WHEREAS**, the Polk County Emergency Management Commission Bylaws have been amended regarding Article IX (Rules of Conduct) Section 7 (Voting and Quorum) based on recent court rulings, compliance with Iowa law, and alignment with the Polk County 911 Service Board Bylaws.

**WHEREAS**, the City Council finds and determines that it is in the best interest of the City to authorize the Mayor to sign the amended Polk County Emergency Management Commission Bylaws.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Mayor is hereby authorized to sign the amended Polk County Emergency Management Commission Bylaws.

**PASSED AND APPROVED** the 20th day of May, 2024.

________________________________________
Mark Holm, Mayor

Attest:

________________________________________
Diane Klemme, Deputy City Clerk

POLK COUNTY
EMERGENCY
MANAGEMENT

1907 CARPENTER AVENUE
DES MOINES, IOWA 50314

# BYLAWS

# POLK COUNTY EMERGENCY MANAGEMENT COMMISSION

The following Bylaws shall establish and govern the operation of the Polk County Emergency Management Commission.

## ARTICLE I. NAME

SECTION 1. The official name of this administration shall be the Polk County Emergency Management Commission. The office of the Commission shall be called the Polk County Emergency Management Agency.

## ARTICLE II. LEGAL STATUS

SECTION 1. This administration shall be a joint undertaking of Polk County and all its incorporated municipalities as authorized and established by the Federal Civil Defense Act of 1950 as amended, federal rule 44 CFR Part 302, Presidential Executive Order 12656 of November 18, 1988, National Security Directive #259 of 1988, by the administrative rules of the Iowa Homeland Security and Emergency Management Department and by Code of Iowa, Chapter 29C and all acts amendatory.

SECTION 2. It is the intention of the parties to this agreement that this Commission shall be a legal entity according to Code of Iowa, Chapter 29C, and shall be recorded with the Polk County Recorder.

## ARTICLE III. MEMBERSHIP

SECTION 1. The membership of this Commission shall be a member of the Polk County Board of Supervisors, the Polk County Sheriff, and the Mayor from each municipality within Polk County. A Commission Member may designate alternates to represent the designated entity. For any activity relating to section 29C.17, subsection 2, or chapter 24 of the Iowa Code, participation shall only be by a Commission Member or a designated alternate that is an elected official from the same designated entity. Member jurisdictions shall affirm their Member and Alternate(s) to the Commission annually in the month of January.

SECTION 2. This provision is a “Notice of Information” to the political jurisdictions of the county and its substance or consequence is not changed whether it is struck from or remains in the Bylaws because the consequences of neglect of the duties of care and trust for the protection of the people imposed by federal and state law for public officials are not revoked by its presence or absence.

Any political jurisdiction not participating as an active member of the Commission or not sharing in the costs of establishing and maintaining the Commission and its agency is still considered a defacto member of the Commission subject to the liabilities and obligations of the Commission wherever litigation may be brought against the Commission.

## ARTICLE IV. COMMENCEMENT OF OPERATIONS

SECTION 1. The operations of the Commission shall be in accordance with the bylaws upon its adoption by the Commission.

## ARTICLE V. DURATION

SECTION 1. The duration and existence of this Commission shall be perpetual or until provision for termination is provided by the Code of Iowa and acted upon by the Commission.

## ARTICLE VI. PURPOSE

SECTION 1. The Commission is established for the protection of lives and property in time of emergency, and for providing planning and coordination of Emergency Management services countywide.

SECTION 2. The mission of the Polk County Emergency Management Commission is: To serve the public by: Protecting the whole community through coordination, support and integration of activities to mitigate, prepare for, respond to and recover from all hazards.

SECTION 3. Paid and volunteer emergency response units are formed and trained under the direction and control of the jurisdictions to which they respond. The Commission promotes and coordinates cooperative agreements as appropriate for mutual aid among these units, member municipalities, and the County.

SECTION 4. The Commission appoints an Emergency Management Director to act as an agent of the Commission to develop and maintain a county-wide emergency management program including comprehensive hazard identification, capability assessment and planning for natural, technological, and manmade disasters affecting this county and cities within Polk County.

## ARTICLE VII. COMMISSION POWERS AND DUTIES

SECTION 1. Powers: The Commission shall have the power to do all things necessary to carry out the guiding purpose and specific duties of the emergency management program for its members, including risk management and crisis management, as developed within limitations of the mitigation, preparedness, response and recovery emergency management concepts.

SECTION 2. Duties: The Commission shall provide the county and its cities with an emergency management program of highest quality. An office of the Commission shall be established and staffed adequately to fulfill this duty.

During non-emergency periods, the Commission membership shall provide guidance and policies concerning the development of readiness for operating in emergencies as outlined below:

1. Development of an Emergency Operations Center (EOC) facility, a protected site from which key officials coordinate operations.

2. Development of EOC staffing and internal procedures to permit key executives to conduct coordinated operations in emergencies.

3. Arrange for exercises to give key officials evaluated practice in directing coordinated operations under simulated emergency conditions.

4. Providing expert knowledge and advice to operating departments on special conditions and operating requirements that would be imposed by natural or human-caused disasters (e.g., effects of tornadoes, blizzards, floods, or hazardous materials incidents).

5. Coordinating and leading in development of local government emergency operations plans, outlining which local resources and supporting organizations are available both in natural or human-caused disasters, and coordinating local organization for major emergencies.

6. Establishing a system to warn the public of natural or human-caused disasters.
7. Establishing a system to alert key government officials.

8. Organizing a hazardous materials monitoring and analysis system, including procurement of instruments and training and exercising of personnel.

9. Coordinating and leading emergency communications planning, securing necessary equipment, and exercising emergency communications.

10. Coordinating with public and private sector medical personnel to develop emergency medical plans and capabilities as part of local emergency plans.

11. Establishing and maintaining a local shelter system in cooperation with local support organizations.

12. Establishing, training and exercising the emergency public information system to get advice and information to the public before, during and after natural or human-caused disasters (including establishing relationships with local news media: radio, TV, and newspapers).

13. Coordinating with local human services offices, support organizations and volunteer groups to develop emergency welfare capabilities to care for people needing mass care as a result of natural or human-caused disasters.

14. Coordinating and maintaining relationships with business and industry to develop emergency plans and capabilities that are aligned with local government emergency plans.

15. Assisting local operating departments with training needs.

16. Coordinating and participating in training programs for the public on disaster preparedness.

17. Preparing, submitting, and justifying annual emergency management commission budgets.

18. Securing-matching funds and other assistance available through state and federal grant programs.

19. Coordination of resource management within political jurisdictions of the county and with other state and federal agencies.

20. Provide for procedures to coordinate disaster assistance programs in regard to disaster aid for the public and private sector.

21. Provide for any other emergency operations deemed necessary by the state, county and city governments, which are within the policy and scope of the Commission's responsibility as judged by the Commission.

22. Provide for mutual use of resources (personnel, facilities, equipment) between political jurisdictions of Polk County and other counties in Iowa.

## ARTICLE VIII. FINANCE

SECTION 1. The Commission shall determine a method to apportion the costs of establishing and operating the agency among its membership. The Commission may request the County Board of Supervisors and each municipality to provide in their budgets for their apportioned share of the budget of this Commission.

The Emergency Management Agency's approved budget shall be funded by one or any combination of the following options, as determined by the Commission:

1. Countywide special levy pursuant to Iowa Code 331.424(1);

2. Per capita allocation funded from city and county general funds or by a combination of city and county special levies which may be apportioned among the member jurisdictions;

3. Voluntary share allocation;

4. Other funding sources allowed by law as authorized under Iowa Code 29C.17(2).

SECTION 2. The Commission may enter into contracts and make expenditures for services, purchase of and maintenance of equipment and other property, administration, or planning in order to carry out the purposes of this agreement.

SECTION 3. The Commission may cooperate with, contract with, and accept and expend funds from federal, state, or local associations, public or semi-public corporations or private individuals for emergency management projects and activities consistent with federal, state, and local law and these bylaws.

SECTION 4. The county Board of Supervisors shall establish in the office of the County Treasurer a Joint Emergency Management Commission Fund. The fund shall be for the purpose of paying expenses relating to all emergency management matters of the Commission and its agency.

1. All funds in the Commission account remaining at the end of the fiscal year shall carry over into the next fiscal year either as reserve funds, encumbered funds or for general expenditure.
2. Any reimbursement, matching funds, or money received from the sale of property obtained through the surplus property program, or monies obtained from any source whatever in connection with the emergency management program shall be deposited in the Joint Emergency Management fund.
3. Withdrawals of money for the Joint Emergency Management Commission or its agency shall be made on warrants drawn by the county auditor and supported by claims signed by the Chair, the Vice Chair of the Commission or the Director.
4. Withdrawals of money for the Joint Emergency Management Commission or its agency shall be made on warrants drawn by the county auditor and supported by claims signed jointly by the Chair or Vice Chair of the Commission and the Director for a warrant that exceeds $10,000.

SECTION 5. Financial and operational procedures, policies and practices of the Commission shall parallel those of Polk County unless otherwise distinguished through official action of the Commission or its Executive Committee.

SECTION 6. The Commission’s fiscal year shall be from July 1 through June 30 annually.

SECTION 7. During the third quarter of each fiscal year, the Commission shall consider a budget for the Commission and its agency for the ensuing fiscal year and shall propose and adopt a budget not later than February 28.

## **ARTICLE IX. RULES OF CONDUCT**

SECTION 1. Procedural rules: Other than those rules stated in this document, the business meetings of the Commission shall be generally governed by Robert’s Rules of Order.

SECTION 2. Officers: The Commission shall elect each year from its membership, which may include alternate members, a Chair and Vice-Chair to serve for a period of one (1) year. Officer elections shall be held annually in the fourth quarter of the fiscal year. The one (1) year term shall begin on the first day of July following the election. If the Chair is unable to serve in his/her capacity, the Vice-Chair shall be first in line of succession followed by Executive Committee members in order of tenure until elections are held according to this section of the by-laws.

SECTION 3 Executive Committee: The Chair shall appoint three Commission members, which may include alternate members, to serve as the Commission's Executive Committee along with the Chair and Vice-Chair. The responsibilities of the Executive Committee shall include: 1) Serve as an advisory body to the Commission Chair; and 2) Develop and present the agenda to the Commission at all regular and special meetings.

SECTION 4. Secretary: The Emergency Management Director shall serve as Secretary to the Commission responsible for records, minutes, documents and all other matters pertaining to the operation of the business meetings. The Director may delegate duties to other personnel appropriate to conduct the Commission's business.

SECTION 5. Meetings: The Commission shall meet not less than twice a year to elect officers, consider and adopt a budget and carry on the business of the Commission. The Commission shall also meet when called by the Chair or the Vice-Chair. Meetings of the Commission may be held in-person, or by means of conference call, video conference, or other such means or combination thereof that allow for each participant to hear and be heard by each other participant at the same time. Any business may be transacted at such a meeting that could have been transacted at an in-person meeting of the Commission.

SECTION 6. The Commission may employ such employees, staff, and firms or consultants as it may deem necessary to carry out the purpose of this agreement and for which it has arranged funding.

SECTION 7. Voting and Quorum: Each member jurisdiction of the Commission shall be entitled to one vote by either a member or alternate member.~~, and quorum shall consist of a minimum of six voting members in attendance. A minimum of six affirmative votes if the meeting attendance is eleven or less or a majority of the quorum present if the attendance is twelve or higher shall be sufficient to pass all motions, resolutions or other matters proposed.~~ Proxy voting is not permitted. A quorum exists if a majority of the members of the Commission are present. A majority of quorum present shall be sufficient to pass all motions, resolutions or other matters proposed.

SECTION 8. Amendments: The terms of these bylaws may be amended by a three-fourths vote of the Commission, at any regular meeting provided that, under the Chair's authority and at least thirty (30) days prior to the meeting, each individual member shall have received by mail or electronic means a copy of the proposed amendment(s).

## ARTICLE X. EMPLOYMENT PRACTICES

SECTION 1. The Executive Committee on a day-to-day basis will supervise the position of Director. Formal action on appointing, hiring, discipline, termination, and annual performance evaluations require a Quorum vote.

SECTION 2. The Director will supervise all other positions within the Emergency Management Agency. Formal action on appointing, hiring, discipline, termination, and annual performance evaluations require approval of the Executive Committee.

SECTION 3. All positions within the Polk County Emergency Management Agency are employees of the Commission. The administrative offices of Polk County facilitate the administration of Commission employee salaries and benefits. The salary and benefit structures will parallel those of Polk County. Human resource practices of Polk County will be followed.

## ARTICLE XI. SEVERABILITY

SECTION 1. Invalidation of any provision or application of these bylaws shall not affect other provisions or applications.

## ARTICLE XII. DISSOLUTION

SECTION 1. The Commission shall not be dissolved by an action other than that caused by changes in federal and state laws dissolving or significantly reorganizing the organization, structure and operational processes of emergency management.

SECTION 2. Upon dissolution of this administration, all assets of the Commission shall be liquidated and distributed among the member jurisdiction according to the percentage share of funds paid to the Commission by the county and the municipalities. Liquidation and distribution of assets will be completed within eighteen (18) months of dissolution.

These bylaws are hereby adopted by the Polk County Emergency Management Commission, a Joint Administration under Chapter 29C, Code of Iowa, as of this ~~16th~~ 15th day of ~~February~~ May ~~2022~~2024.

John TeKippe, Chairperson
Emergency Management Commission

A.J. Mumm, Director
Emergency Management Agency

City of Alleman

City of Altoona

City of Ankeny

City of Bondurant

City of Clive

City of Des Moines

City of Elkhart

City of Grimes

City of Johnston

City of Mitchellville

City of Pleasant Hill

City of Polk City

County of Polk

Polk County Sheriff

City of Runnells

City of Urbandale

City of West Des Moines

City of Windsor Heights

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

🖶 Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-61

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

**Action:** <span>Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-61.</span>

ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| No Attachments Available |

city of Ankeny
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ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| City Clerk | Strengthen Community Engagement |

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Economic Development:

Consider mayoral appointments to the Economic Development Council as follows:

- appoint Blaine Tuttle, effective immediately - June 30, 2026.
- reappoint Bethanie Langner, Andy Moffitt, and Phyllis Tinker, effective July 1, 2024 - June 30, 2027.

EXECUTIVE SUMMARY:

Mayor Holm is asking council to approve the recommendations he is making for appointments to the Economic Development Council.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the appointments as presented.

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

## PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

**Action:** Consider motion approving mayoral appointments to the Economic Development Council as presented.

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| No Attachments Available |

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

---

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:
No Review Required

## SUBJECT:

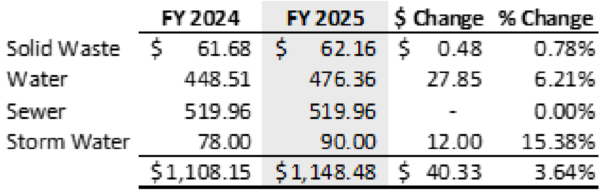
Ord 2166: An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees.

## EXECUTIVE SUMMARY:

The ordinance under consideration increases stormwater management fees from $6.50 to $7.50 per ERU per month and increases the maximum ERU per month for commercial, industrial and multi-family from 80 ERU to 90 ERU, effective July 1, 2024.

## FISCAL IMPACT: **Yes**

Below is the fiscal impact of the proposed utility rate changes:



| | FY 2024 | FY 2025 | $ Change | % Change |
|---|---|---|---|---|
| Solid Waste | $ 61.68 | $ 62.16 | $ 0.48 | 0.78% |
| Water | 448.51 | 476.36 | 27.85 | 6.21% |
| Sewer | 519.96 | 519.96 | - | 0.00% |
| Storm Water | 78.00 | 90.00 | 12.00 | 15.38% |
| | $1,108.15 | $1,148.48 | $ 40.33 | 3.64% |

This assumes a residential customer with a 5/8" meter using 4,000 gallons of water per month and 1 ERU for storm water purposes. The customer will see an increase of $40.33 or 3.64% in their utility bill for FY 2025.

## CITY MANAGER'S RECOMMENDATIONS:

Recommend amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees.

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Utility rate recommendations were presented to the City Council at the February 26, 2024 Budget Workshop.

## PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

**Action:** Consider motion to accept third consideration of ORDINANCE 2166, sending it on its final passage and publication as required by law.

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| Click to download |
|---|
| 🗋 Ordinance |

# ORDINANCE 2166

## AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO STORMWATER MANAGEMENT FEES

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

**SECTION 1. SECTIONS MODIFIED.** Section 107.02, Paragraphs 2 and 3; of the Code of Ordinances of the City of Ankeny, Iowa is repealed effective July 1, 2024 and the following adopted in lieu thereof:

**107.02 STORMWATER MANAGEMENT FEES.**

2. Single-Family and Two-Family Residential: $7.50 per ERU per month up to a maximum of 4 ERUs.

3. Commercial, Industrial and Multi-Family: $7.50 per ERU per month up to a maximum of 90 ERUs.

**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 20th day of May, 2024.

ATTEST:

Mark E. Holm, Mayor

Diane Klemme, Deputy City Clerk

**PUBLISHED IN THE**
**DES MOINES REGISTER**
**ON THE 24TH DAY OF MAY, 2024**

**1st Con 4/15/24**
**2nd Con 5/06/24**
**3rd Con 5/20/24**

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2167: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by amending the PUD Zoning of certain property owned by Commerce Center, LLC.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of Ordinance 2167 Amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

**Action:** Consider motion to accept second consideration of ORDINANCE 2167.

**Action:** <span>Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2167, sending it on its final passage and publication as required by law.</span>

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## ADDITIONAL INFORMATION:

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## ATTACHMENTS:

| **Click to download** |
|---|
| Ordinance |
| Rezoning Exhibit |
| PUD Manual |
| Aerial Map |
| Waiver Request |

# ORDINANCE 2167

## AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY COMMERCE CENTER, LLC.

**WHEREAS,** the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 2nd day of April, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Commerce Center, LLC., from the current PUD, Planned Unit Development, to PUD, Planned Unit Development; and

**WHEREAS,** on the 6th day of May, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

### LEGAL DESCRIPTION:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY IOWA.
EXCEPT ROADWAYS
AND
EXCEPT WARRANTY DEED FILED IN BOOK 17366, PAGE 842 OF THE POLK COUNTY RECORDER'S OFFICE.
AND
EXCEPT THE SOUTH 175 FEET OF THE EAST 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18.

### LAYMAN'S DESCRIPTION:

Approximately 35.66-acres (+/-) located south of SE 90th Street,
west of NE 29th Street/SE Four Mile Drive, and north of Interstate 80.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Commerce Center, LLC., from the current PUD, Planned Unit Development, to PUD, Planned Unit Development.

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

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

**PASSED** at Ankeny Iowa, this **20th** day of **May**, 2024.

__________________________________
Mark E. Holm, Mayor

ATTEST:

__________________________________
Diane Klemme, Deputy City Clerk

**PUBLISHED IN THE**
**DES MOINES REGISTER**
**ON THE 24TH DAY OF MAY, 2024**

**1st Con 5/6/24 (P. Hrg.)**
**2nd Con 5/20/24**
**3rd Con 5/20/24**

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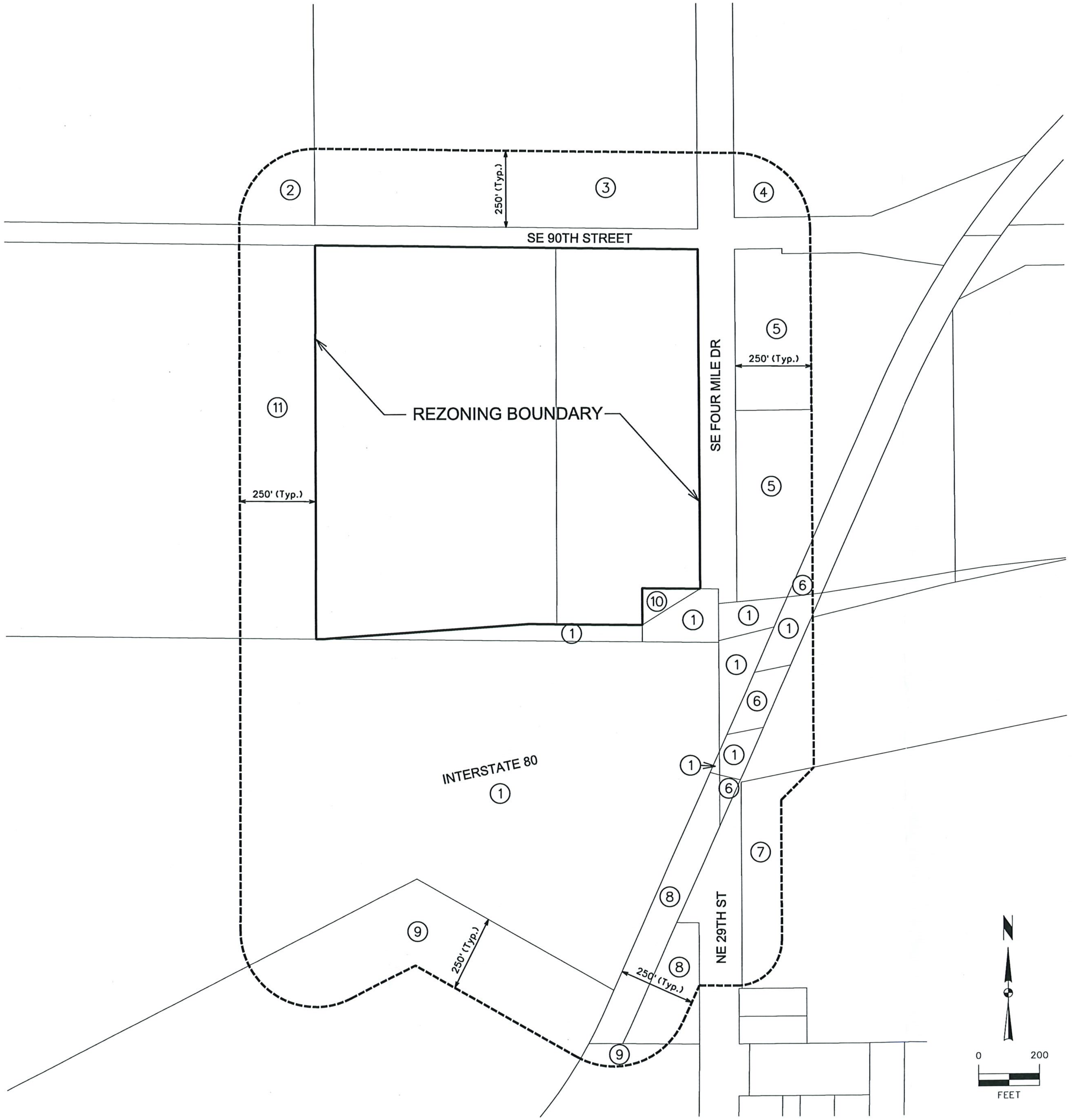
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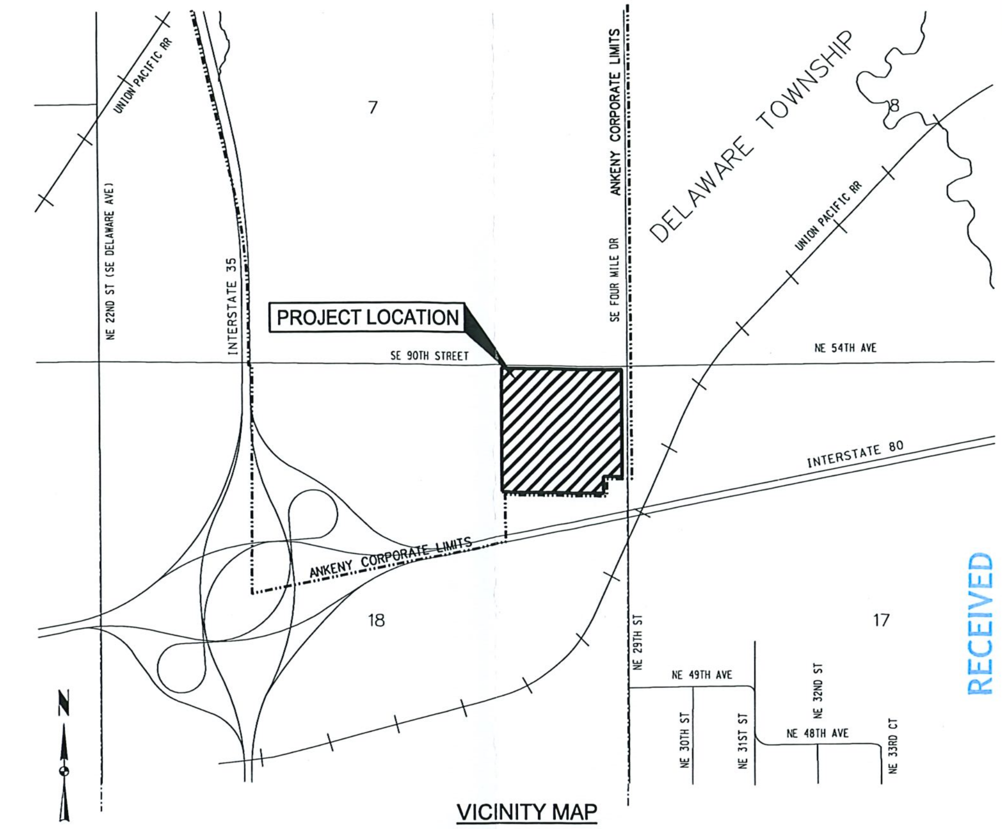
UNION PACIFIC RR
NE 22ND ST (SE DELAWARE AVE)
INTERSTATE 35
SE 90TH STREET
PROJECT LOCATION
SE FOUR MILE DR
ANKENY CORPORATE LIMITS
ANKENY CORPORATE LIMITS
DELAWARE TOWNSHIP
UNION PACIFIC RR
NE 54TH AVE
INTERSTATE 80
7
8
18
17
NE 29TH ST
NE 49TH AVE
NE 30TH ST
NE 31ST ST
NE 32ND ST
NE 48TH AVE
NE 33RD CT
N

NOT TO SCALE

## VICINITY MAP

city of Ankeny
*bringing it all together*

## REZONING DESCRIPTION

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY IOWA.

EXCEPT ROADWAYS

AND

EXCEPT WARRANTY DEED FILED IN BOOK 17366, PAGE 842 OF THE POLK COUNTY RECORDER'S OFFICE.

AND

EXCEPT THE SOUTH 175 FEET OF THE EAST 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18.

## OWNER/DEVELOPER

SIGNATURE REAL ESTATE
COMMERCE CENTER LLC
4701 121st STREET
URBANDALE, IA 50323
CONTACT: DAVE HANSEN
PHONE: (515) 221-9990

## ZONING

EXISTING: I-80 COMMERCE CENTER PUD
PROPOSED: I-80 COMMERCE CENTER PUD AMENDED

## ADJACENT PROPERTY OWNERS

1. STATE OF IOWA
   800 LINCOLN WAY
   AMES, IA 50010
2. LEGACY HOUSBY LLC
   1305 50TH ST
   WEST DES MOINES, IA 50266
3. SILVER LAND COMPANY LC.
   6152 NE 46TH ST
   ALTOONA IA 50009
4. LEGACY HOUSBY, LLC.
   4200 RIVER OAKS DR
   DES MOINES, IA 50312
5. ROSE BROWN, JERI RENES
   & VICKI BROWN
   4425 CAMERON SWING
   PLEASANT HILL, IA 50327
6. POLK COUNTY CONSERVATION BOARD
   11407 NW JESTER PARK DR
   GRANGER, IA 50109
7. GUNNER & DIANNA VIGNAROLI
   5069 NE 29TH ST
   DES MOINES, IA 50317
8. POLK COUNTY
   5885 NE 14TH ST
   DES MOINES, IA 50313
9. GRAHAM WAREHOUSE 4 LP
   505 5TH AVE STE 200
   DES MOINES, IA 50309
10. SIGNATURE REAL ESTATE
   COMMERCE CENTER LLC
   4701 121ST ST
   URBANDALE, IA 50323
11. DOT ROW DIVISION
   800 LINCOLN WAY
   AMES, IOWA 50010

## ADJACENT OWNERSHIP AREAS

| OWNER | ACRES | | PERCENTAGE OF OWNERSHIP | PERCENTAGE OF APPROVAL | | |
|---|---|---|---|---|---|---|
| ~~1~~ | ~~3.10~~ | ~~X~~ | ~~0.00%~~ | ~~NEUTRAL~~ | | |
| 2 | 1.12 | X | 3.45% | | | |
| 3 | 7.23 | X | 22.24% | | | |
| 4 | 0.90 | X | 2.77% | | | |
| 5 | 6.36 | X | | 19.56% | | |
| ~~6~~ | ~~0.64~~ | ~~X~~ | ~~0.00%~~ | ~~NEUTRAL~~ | | |
| 7 | 2.06 | X | 6.34% | | | |
| ~~8~~ | ~~3.34~~ | ~~X~~ | ~~0.00%~~ | ~~NEUTRAL~~ | | |
| 9 | 7.18 | X | | 22.08% | | |
| 10 | 0.26 | X | 0.80% | | | |
| 11 | 7.40 | X | | 22.76% | | |
| TOTAL | 32.51 | | 35.60% + | 64.40% | = | 100.00% |

RECEIVED
MAR 08 2024
CITY OF ANKENY

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date April 3, 2024
Ayes 5 Nays 0 Abstain — Absent 2
APPROVED
T. Ropp Chairperson
B. Shrigley Secretary

# I-80 COMMERCE CENTER PUD AMENDED

## REZONING MAP

ANKENY, IOWA

SNYDER & ASSOCIATES, INC.

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

| MARK | REVISION | DATE | BY |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

| | | | |
|---|---|---|---|
| Engineer: JLH | Checked By: BKC | Scale: | 1"= 200' |
| Technician: AWS | Date: 02/16/24 | Field Bk: | Pg: |
| Project No: 124.0167.01 | | Sheet 1 of 1 | |

SNYDER
& ASSOCIATES

Project No: 124.0167.01
Sheet 1 of 1

# I-80 COMMERCE CENTER PUD

## ANKENY, IOWA

*Developed by*

**COMMERCE CENTER, LLC**

## AMENDED PUD PLAN

**FEBRUARY 16, 2024**
***REVISED: APRIL 5, 2024***

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date April 2, 2024
Ayes 5 Nays 0 Abstain — Absent 2
APPROVED
T. Rapp Chairperson
B. Secretary

SNYDER & ASSOCIATES
Engineers and Planners

# TABLE OF CONTENTS

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- Rezoning Application Form
- Petitions for Rezoning
- Rezoning Map

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- PUD Master Plan

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- Architectural Character
- Compatible Building Examples

## 4. SUPPORTING EVIDENCE

- Supporting Evidence Statement
- Vicinity Map and Rezoning Description
- Existing Topography/Drainage Areas
- FIRM Map
- Water Usage Calculations

# 1. REZONING AMENDMENT REQUEST

SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

March 8, 2024

Honorable Mayor and City Council
Plan and Zoning Commission
City of Ankeny
410 West 1st Street
Ankeny, Iowa 50021

RE: I-80 COMMERCE CENTER PUD AMENDED
PART OF THE NE ¼, NE ¼ OF SEC. 18, T79N, R23W
S&A Project No. 124.0167.01

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

On behalf of Commerce Center, LLC, as owner and applicant, please find accompanying the revised PUD Master Plan, PUD Booklet and associated information for the above referenced project. These documents have been prepared in accordance with the City of Ankeny's standards and specifications. We respectfully request the City's review and approval of these documents. The plans illustrate a light industrial development located at the southwesterly corner of SE Four Mile Drive and SE 90th Street, north of Interstate 80 that is approximately 35.662 acres. We are requesting a modification to allow for a Data Center and electrical substation on the property that is currently zoned I-80 Commerce Center PUD.

As requested, we have addressed all items of the Tech Review through plan modification and discussions with Staff. Please find accompanying the following items:

- 6 copies of the PUD Booklet,
- 6 Full Size PUD Master Plan,
- 6 Half Size Rezoning Map, and
- Comment Response Letter addressing Staff Comments.

If there are additional questions or comments on this project, please contact me at your convenience. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

Brent K. Culp

Enclosure
cc: Andy Hodges, Commerce Center, LLC (w/enclosure emailed)
File (electronic)

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

February 16, 2024

Honorable Mayor and City Council
Plan and Zoning Commission
City of Ankeny
410 West 1st Street
Ankeny, Iowa 50021

RE: I-80 COMMERCE CENTER PUD AMENDED
PART OF THE NE ¼, NE ¼ OF SEC. 18, T79N, R23W
S&A Project No. 124.0167.01

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

On behalf of Commerce Center, LLC, as owner and applicant, we respectfully submit the rezoning amendment request for their property located at the southwesterly corner of SE Four Mile Drive and SE 90th Street, north of Interstate 80.

With this amendment, we are requesting the rezoning of approximately 35.662 acres from the current zoning designation of I-80 Commerce Center PUD district to proposed zoning designation of I-80 Commerce Center PUD Amended. We are requesting this modification to allow for a Data Center and electrical substation on the property.

Attached are copies of the Rezoning Application form, Petitions for Rezoning, Rezoning Map, PUD Master Plan, and associated information. Please contact our office should you have any questions or require additional information. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

Brent K. Culp

Enclosure
cc: Andy Hodges, Commerce Center, LLC (w/enclosure emailed)
File (electronic)

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

## Rezoning Application Form

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

Southwesterly quadrant of the intersection of SE 90th Street and SE Four Mile Drive

Gross acreage of rezoning: 35.662 acres

Current property zoning: I-80 Commerce Center PUD

Proposed property zoning: I-80 Commerce Center PUD Amended

Conditions:

None

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

Applicant/Contact Person:

Full Name: Andy Hodges Company: Commerce Center, LLC

Address: 4701 121st Street

City, State, Zip: Urbandale, Iowa 50323-2316

Office Phone: 515-221-9990 Cell Phone:

E-mail: Ahodges@SignatureRES.com

Property Owner:

Full Name: Same as Above Applicant Company:

Address:

City, State, Zip:

Office Phone: Cell Phone:

E-mail:

Attorney

Full Name: Firm Name:

Address:

City, State, Zip:

Office Phone: Cell Phone:

E-mail:

Land Surveyor/Engineer: Snyder and Associates, Inc.

Address: 2727 SW Snyder Blvd.

City, State, Zip: Ankeny, Iowa 50023

Office Phone: 515-964-2020 Cell Phone: 515-669-1419

E-mail: bkculp@snyder-associates.com

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

Signed by: ANDY HODGES Date: 1-16-24

(Applicant/Contact Person)

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

and: COMMERCE CENTER LLC Date: 1-16-24

(Property Owner)

BY: SELECT PROPERTY HOLDING, LLC

**Original signatures are required**

BY:

NAME: ANDY HODGES

ITS: MANAGER

# PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

See Attached Exhibit 'A'

request that said real estate be rezoned from its present classification of PUD to PUD Amended for the purpose of allowing the following use(s):

Light Industrial, Data Center and Electrical Substation

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

**Parcel owner(s) signatures**

Commerce Center, LLC, Andy Hodges
(owner name) (Signature)

(owner name) (Signature)

**Parcel owners within 250' of the above tract:**

Property Owner: Rose Brown
Address: 4425 Cameron Swing, Pleasant Hill, IA 50327
Signature: Rose Brown Date: 2-16-24
Printed Name: Rose Brown Title: Owner

Property Owner: Vicki Brown
Address: ~~4425 Cameron Swing, Pleasant Hill, IA 50327~~ 2909 NE 54th AVE, DES MOINES, IA
Signature: Vicki Brown Date: 2-16-24
Printed Name: Vicki Brown Title: Owner

# PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

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**Parcel owner(s) signatures**

| | |
|---|---|
| Commerce Center, LLC, Andy Hodges<br>(owner name) | (Signature) |
| (owner name) | (Signature) |

**Parcel owners within 250' of the above tract:**

Property Owner: JERI RENES (BROWN)
Address: 2969 NE 54TH AVE.
Signature: Jeri Brown Date: 2-16-24
Printed Name: Jeri Brown Title: Owner

Property Owner:
Address:
Signature: Date:
Printed Name: Title:

# PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

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**Parcel owner(s) signatures**

Commerce Center, LLC, Andy Hodges
(owner name)

(Signature)

(owner name)

(Signature)

**Parcel owners within 250' of the above tract:**

Property Owner: Graham Warehouse 4 LP
Address: 505 5th Ave. Ste. 200
Signature:
Date: 1-24-24
Printed Name: Doug Den Adel
Title: President

Property Owner:
Address:
Signature:
Date:
Printed Name:
Title:

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| | |
|---|---|
| Commerce Center, LLC, Andy Hodges | |
| (owner name) | (Signature) |
| | |
| (owner name) | (Signature) |

**Parcel owners within 250' of the above tract:**

Property Owner: Iowa Department of Transportation
Address: 1020 South 4th Street, Ames IA 50010
Signature: Shelby Ebel Digitally signed by Shelby Ebel Date: 2024.02.05 15:11:45 -06'00' Date: 02/05/24
Printed Name: Shelby Ebel Title: District 1 Planner

Property Owner:
Address:
Signature: Date:
Printed Name: Title:

## **EXHIBIT 'A'**

I-80 COMMERCE CENTER PUD AMENDED -REZONING DESCRIPTION

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY IOWA.

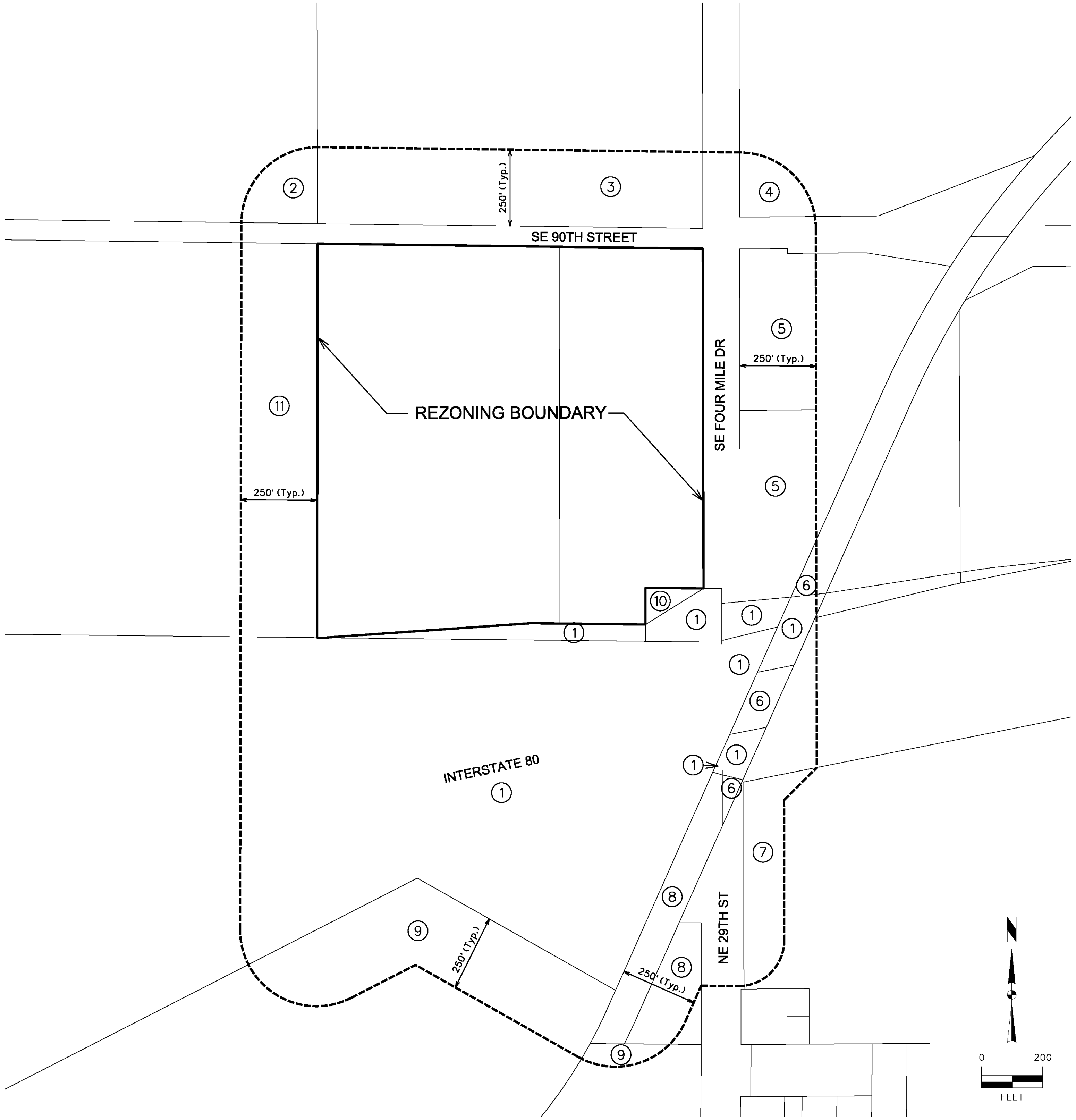
EXCEPT ROADWAYS

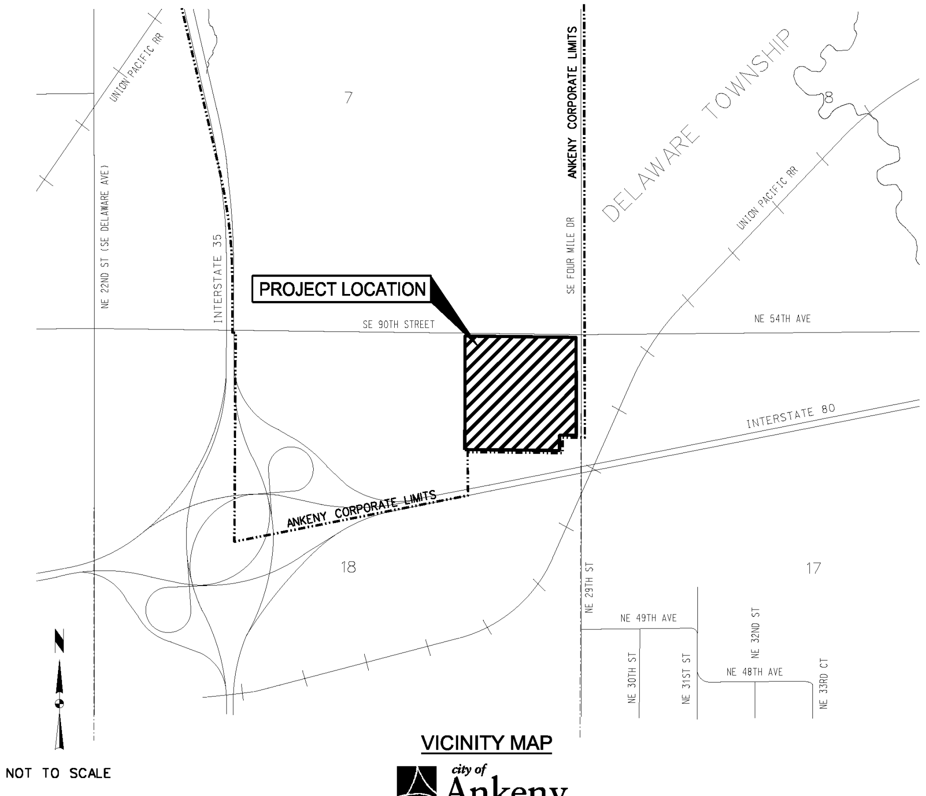
AND

EXCEPT WARRANTY DEED FILED IN BOOK 17366, PAGE 842 OF THE POLK COUNTY RECORDER'S OFFICE.

AND

EXCEPT THE SOUTH 175 FEET OF THE EAST 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18.


SE 90TH STREET
250' (Typ.)
REZONING BOUNDARY
SE FOUR MILE DR
INTERSTATE 80
NE 29TH ST
1
2
3
4
5
6
7
8
9
10
11
0
200
FEET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INTERSTATE 35
ANKENY CORPORATE LIMITS
DELAWARE TOWNSHIP
UNION PACIFIC RR
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NE 49TH AVE
NE 48TH AVE
NE 30TH ST
NE 31ST ST
NE 32ND ST
NE 33RD CT
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NOT TO SCALE

## VICINITY MAP

city of Ankeny
bringing it all together

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EXCEPT THE SOUTH 175 FEET OF THE EAST 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18.

## OWNER/DEVELOPER

SIGNATURE REAL ESTATE
COMMERCE CENTER LLC
4701 121st STREET
URBANDALE, IA 50323
CONTACT: DAVE HANSEN
PHONE: (515) 221-9990

## ZONING

EXISTING: I-80 COMMERCE CENTER PUD
PROPOSED: I-80 COMMERCE CENTER PUD AMENDED

## ADJACENT PROPERTY OWNERS

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AMES, IA 50010

2. LEGACY HOUSBY LLC
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COMMERCE CENTER LLC
4701 121ST ST
URBANDALE, IA 50323

11. DOT ROW DIVISION
800 LINCOLN WAY
AMES, IOWA 50010

## ADJACENT OWNERSHIP AREAS

| OWNER | ACRES | | PERCENTAGE OF OWNERSHIP | PERCENTAGE OF APPROVAL | |
|---|---|---|---|---|---|
| ~~1~~ | ~~3.10~~ | ~~X~~ | ~~0.00%~~ | ~~NEUTRAL~~ | |
| 2 | 1.12 | X | 3.45% | | |
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| 10 | 0.26 | X | 0.80% | | |
| 11 | 7.40 | X | | 22.76% | |
| TOTAL | 32.51 | | 35.60% + | 64.40% | = 100.00% |

| MARK | REVISION | DATE | BY |
|---|---|---|---|

Engineer: JLH
Checked By: BKC
Scale: 1"= 200'
Technician: AWS
Date: 02/16/24
Field Bk:
Pg:
Project No: 124.0167.01
Sheet 1 of 1

# I-80 COMMERCE CENTER PUD AMENDED

## REZONING MAP

ANKENY, IOWA

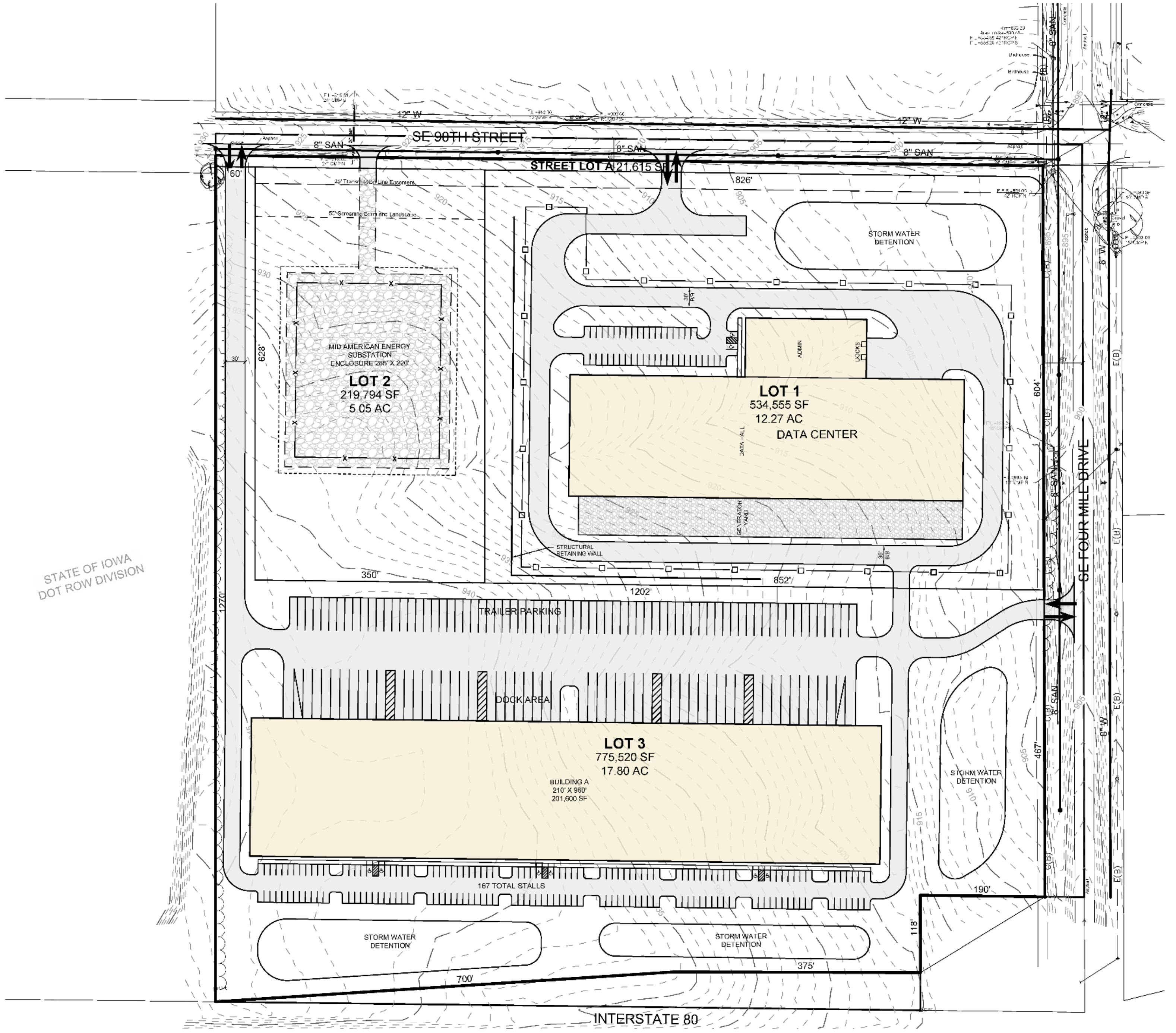
**SNYDER & ASSOCIATES, INC.**

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

SNYDER & ASSOCIATES

Project No: 124.0167.01
Sheet 1 of 1

# 2. PUD PLAN EXHIBIT


SE 90TH STREET
STREET LOT A 21,615 SF
LOT 1
534,555 SF
12.27 AC
DATA CENTER
LOT 2
219,794 SF
5.05 AC
MIDAMERICAN ENERGY SUBSTATION ENCLOSURE 265' X 220'
LOT 3
775,520 SF
17.80 AC
BUILDING A
210' X 960'
201,600 SF
TRAILER PARKING
DOCK AREA
187 TOTAL STALLS
STORM WATER DETENTION
STORM WATER DETENTION
STORM WATER DETENTION
STORM WATER DETENTION
STRUCTURAL RETAINING WALL
STATE OF IOWA DOT ROW DIVISION
SE FOUR MILE DRIVE
INTERSTATE 80
8" SAN
12" W
826'
628'
350'
1202'
852'
604'
1270'
467'
190'
118'
700'
375'
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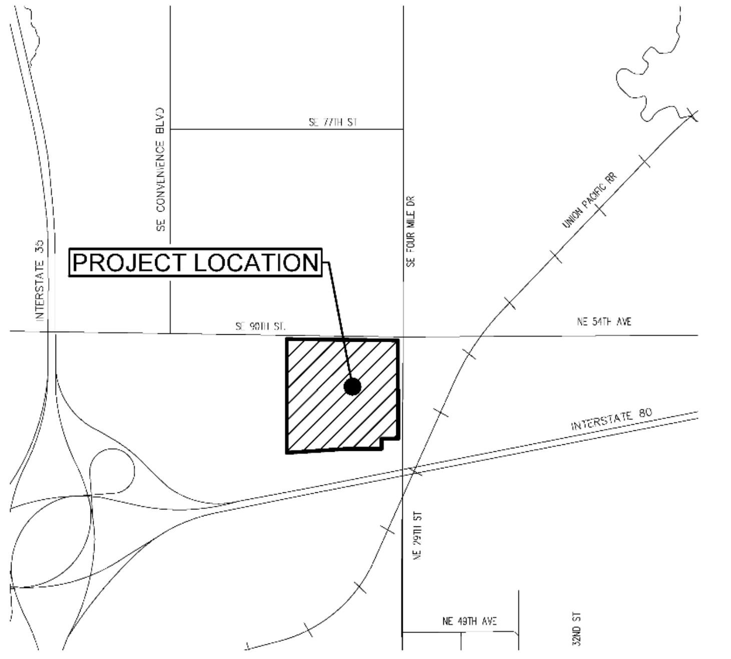
PROJECT LOCATION
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INTERSTATE 35
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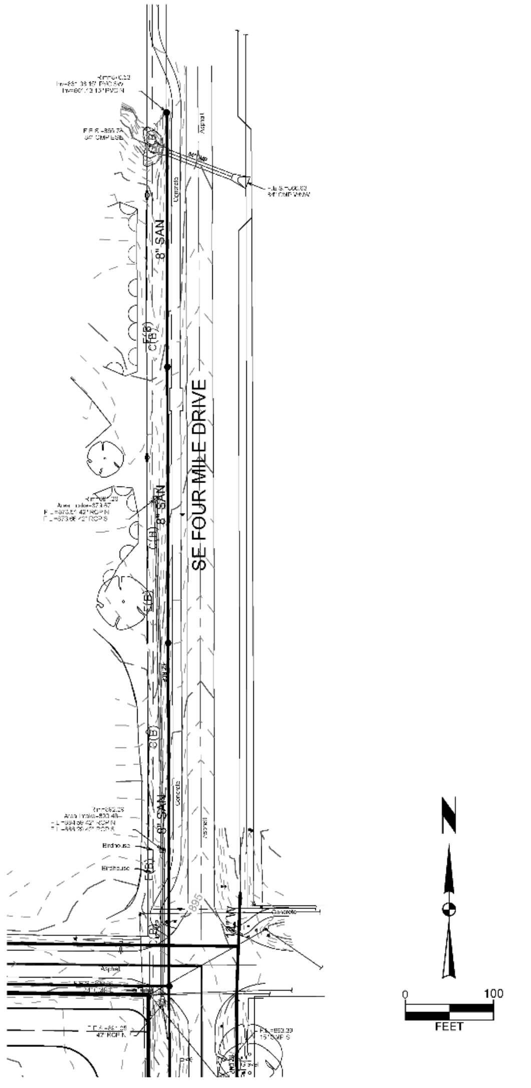
UNION PACIFIC RR
INTERSTATE 80
NE 29TH ST
NE 49TH AVE
32ND ST

VICINITY MAP

SCALE: 1" = 1000"


SE FOUR MILE DRIVE
8" SAN
N
0
100
FEET

## REZONING DESCRIPTION

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY IOWA.

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EXCEPT WARRANTY DEED FILED IN BOOK 17366, PAGE 842 OF THE POLK COUNTY RECORDER'S OFFICE.

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## OWNER/APPLICANT

SIGNATURE REAL ESTATE
COMMERCE CENTER LLC.
4701 121ST STREET
URBANDALE, IA 50323
CONTACT: ANDY HODGES
PHONE: (515) 221-9990

## ZONING

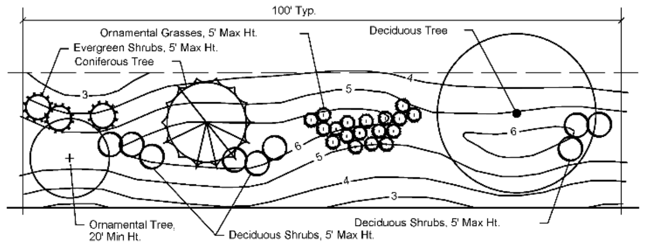
EXISTING: I-80 COMMERCE CENTER PUD
PROPOSED: I-80 COMMERCE CENTER PUD AMENDED

## BULK REGULATIONS

SEE I-80 COMMERCE CENTER PUD AMENDED SUPPLEMENTAL MANUAL

## LAND USE

OFFICE/BUSINESS PARK


100' Typ.
Ornamental Grasses, 5' Max Ht.
Evergreen Shrubs, 5' Max Ht.
Coniferous Tree
Deciduous Tree
Ornamental Tree, 20' Min Ht.
Deciduous Shrubs, 5' Max Ht.
Deciduous Shrubs, 5' Max Ht.

TYPICAL LANDSCAPE BUFFER
NTS.

## NOTES

1. REFER TO THE I-80 COMMERCE CENTER PUD SUPPLEMENTAL MANUAL FOR ADDITIONAL INFORMATION REGARDING THE PUD PLAN.
2. FEATURES AS SHOWN ARE FOR GRAPHIC PRESENTATION PURPOSES ONLY. FINAL DESIGN MAY VARY.
3. THE FINAL DESIGNATION OF ACCESS POINTS WILL OCCUR WITH FUTURE LOT DEVELOPMENT PER CITY POLICY AND SUDAS STANDARDS.
4. SCREENING SHALL BE REQUIRED WHEREVER SERVICE AREAS, LOADING AND UNLOADING DOCKS, DELIVERY AREAS, DUMPSTERS, AND LARGE STORMWATER DETENTION BASINS ARE VISIBLE FROM PUBLIC WAYS AND ADJOINING PROPERTIES IN ACCORDANCE WITH THE CITY OF ANKENY ZONING ORDINANCE.
5. SCREENING WILL MEET THE REQUIREMENT OF CHAPTER 194: PARKING, LOADING AND SCREENING REQUIREMENTS OF THE ANKENY ORDINANCE OR AS NOTED IN THE PUD MANUAL.
6. THE SITE WILL MEET THE OPEN SPACE, LANDSCAPING AND PARKING LOT SHADING REQUIREMENT OF THE ANKENY ZONING ORDINANCE.
7. DEVELOPER IS RESPONSIBLE FOR INSTALLATION OF STREETLIGHTS AND SIDEWALK ALONG SE 90TH STREET AND SE FOUR MILE DRIVE.
8. THE INDIVIDUAL LOT OWNERS, AT THE TIME OF LOT DEVELOPMENT, SHALL BE RESPONSIBLE FOR THEIR RESPECTIVE SITE TRAFFIC STUDY, AS WELL AS, PUBLIC TRAFFIC IMPROVEMENTS REQUIRED FROM THE CITY APPROVED TRAFFIC STUDY. THE TRAFFIC STUDY SCOPE SHALL BE REVIEWED WITH THE CITY TRAFFIC ENGINEERING MANAGER PRIOR TO ANY TRAFFIC STUDY SUBMITTAL TO THE CITY.

| MARK | REVISION | DATE | BY |
|---|---|---|---|
| 1 | REVISED PER CITY COMMENTS | 3-8-24 | AWS |

Engineer: JLH | Checked By: BKC | Scale: 1" = 100'
Technician: AWS | Date: 2-14-2024 | T-R-S: 79N-23W-18
Project No: 124.0167.01
Sheet C100

# I-80 COMMERCE CENTER PUD AMENDED

## PUD MASTER PLAN

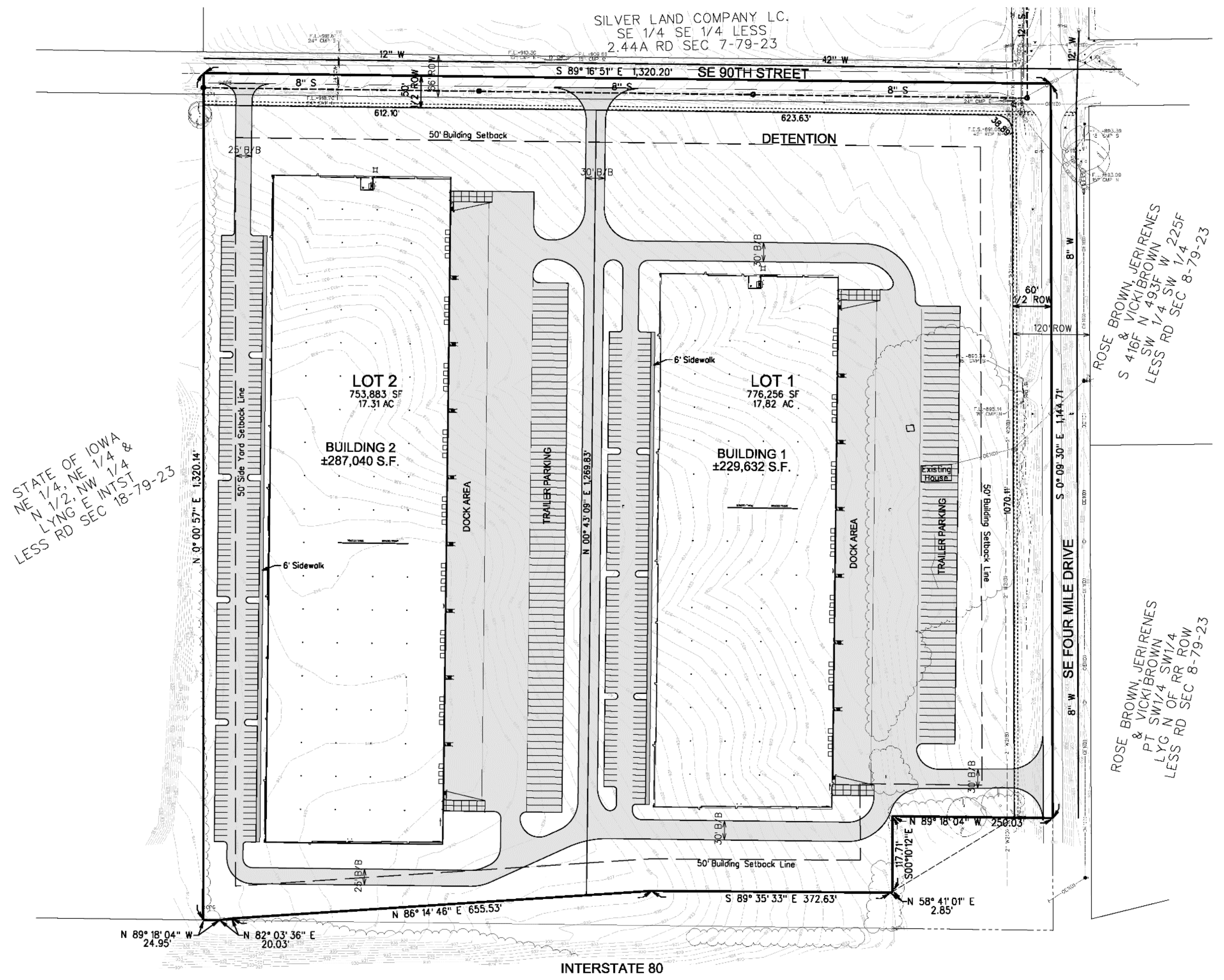
ANKENY, IOWA

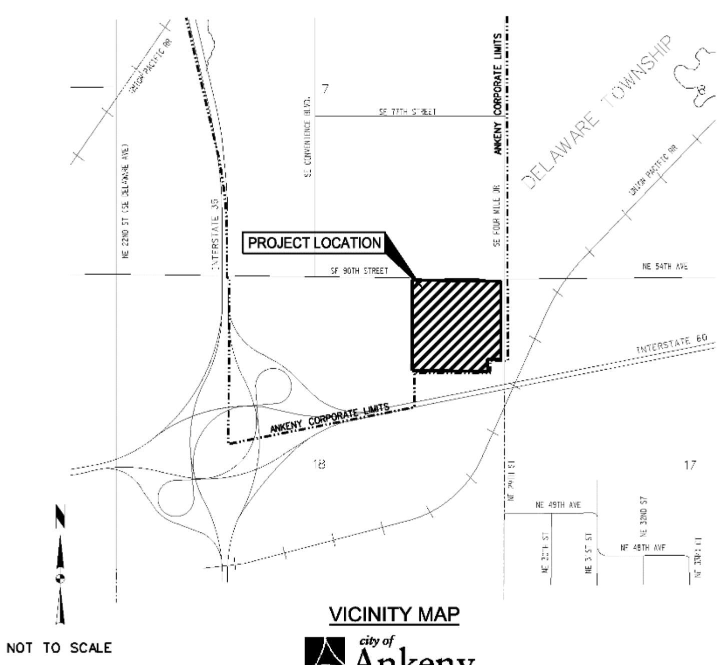
**SNYDER & ASSOCIATES, INC.**

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

SNYDER
& ASSOCIATES

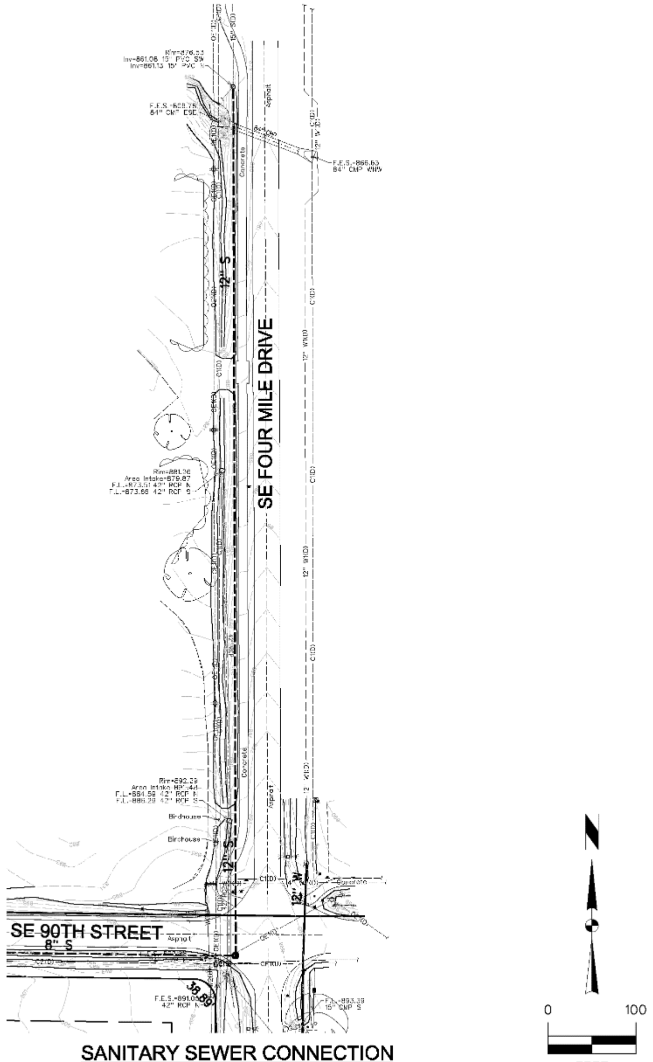
Project No: 124.0167.01
Sheet C100


SILVER LAND COMPANY LC.
SE 1/4 SE 1/4 LESS
2.44A RD SEC 7-79-23
SE 90TH STREET
S 89° 16' 51" E 1,320.20'
DETENTION
50' Building Setback
LOT 2
753,883 SF
17.31 AC
BUILDING 2
±287,040 S.F.
LOT 1
776,256 SF
17.82 AC
BUILDING 1
±229,632 S.F.
DOCK AREA
TRAILER PARKING
6' Sidewalk
Existing House
50' Side Yard Setback Line
50' Building Setback Line
SE FOUR MILE DRIVE
S 0° 09' 30" E 1,144.71'
N 0° 00' 57" E 1,320.14'
N 00° 43' 09" E 1,269.83'
60' 1/2 ROW
120' ROW
N 89° 18' 04" W 250.03'
S00°10'12"E 117.71'
S 89° 35' 33" E 372.63'
N 58° 41' 01" E 2.85'
N 86° 14' 46" E 655.53'
N 89° 18' 04" W 24.95'
N 82° 03' 36" E 20.03'
STATE OF IOWA
NE 1/4 NE 1/4 &
N 1/2 NW 1/4
LYNG E INTST
LESS RD SEC 18-79-23
ROSE BROWN, JERI RENES
& VICKI BROWN
S 416F N 493F W 225F
SW 1/4 SW 1/4
LESS RD SEC 8-79-23
ROSE BROWN, JERI RENES
& VICKI BROWN
PT SW1/4 SW1/4
LYG N OF RR ROW
LESS RD SEC 8-79-23
INTERSTATE 80

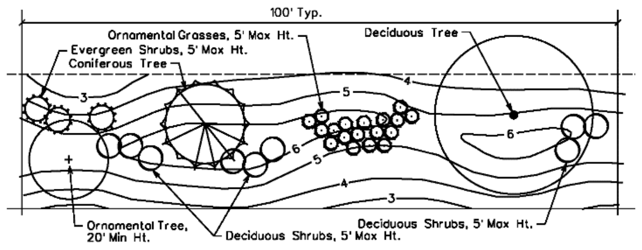

PROJECT LOCATION
SE 90TH STREET
NE 54TH AVE
INTERSTATE 80
DELAWARE TOWNSHIP
ANKENY CORPORATE LIMITS
NOT TO SCALE

VICINITY MAP

city of Ankeny
bringing it all together


SE FOUR MILE DRIVE
SE 90TH STREET
0
100
FEET

SANITARY SEWER CONNECTION
100 SCALE SE FOUR MILE DRIVE FRONTAGE


100' Typ.
Ornamental Grasses, 5' Max Ht.
Evergreen Shrubs, 5' Max Ht.
Coniferous Tree
Deciduous Tree
Ornamental Tree, 20' Min Ht.
Deciduous Shrubs, 5' Max Ht.
Deciduous Shrubs, 5' Max Ht.

TYPICAL LANDSCAPE BUFFER
NTS.

## REZONING DESCRIPTION

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY IOWA.

AND

EXCEPT WARRANTY DEED FILED IN BOOK 17366, PAGE 842 OF THE POLK COUNTY RECORDER'S OFFICE.

AND

EXCEPT THE SOUTH 175 FEET OF THE EAST 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18.

## OWNER/APPLICANT

SIGNATURE REAL ESTATE
COMMERCE CENTER LLC.
4701 121ST STREET
URBANDALE, IA 50323
CONTACT: DAVE HANSEN
PHONE: (515) 221-9990

## ZONING

EXISTING: I-80 COMMERCE CENTER PUD
PROPOSED: I-80 COMMERCE CENTER PUD AMENDED

## BULK REGULATIONS

SEE I-80 COMMERCE CENTER PUD AMENDED SUPPLEMENTAL MANUAL

## LAND USE

OFFICE/BUSINESS PARK

## NOTES

1. REFER TO THE I-80 COMMERCE CENTER PUD SUPPLEMENTAL MANUAL FOR ADDITIONAL INFORMATION REGARDING THE PUD PLAN.
2. FEATURES AS SHOWN ARE FOR GRAPHIC PRESENTATION PURPOSES ONLY. FINAL DESIGN MAY VARY.
3. THE FINAL DESIGNATION OF ACCESS POINTS WILL OCCUR WITH FUTURE LOT DEVELOPMENT PER CITY POLICY AND SUDAS STANDARDS.
4. SCREENING SHALL BE REQUIRED WHEREVER SERVICE AREAS, LOADING AND UNLOADING DOCKS, DELIVERY AREAS, DUMPSTERS, AND LARGE STORMWATER DETENTION BASINS ARE VISIBLE FROM PUBLIC WAYS AND ADJOINING PROPERTIES IN ACCORDANCE WITH THE CITY OF ANKENY ZONING ORDINANCE.
5. SCREENING WILL MEET THE REQUIREMENT OF CHAPTER 194: PARKING, LOADING AND SCREENING REQUIREMENTS OF THE ANKENY ORDINANCE OR AS NOTED IN THE PUD MANUAL.
6. THE SITE WILL MEET THE OPEN SPACE, LANDSCAPING AND PARKING LOT SHADING REQUIREMENT OF THE ANKENY ZONING ORDINANCE.
7. DEVELOPER IS RESPONSIBLE FOR INSTALLATION OF STREETLIGHTS AND SIDEWALK ALONG SE 90TH STREET AND SE FOUR MILE DRIVE.
8. THE INDIVIDUAL LOT OWNERS, AT THE TIME OF LOT DEVELOPMENT, SHALL BE RESPONSIBLE FOR THEIR RESPECTIVE SITE TRAFFIC STUDY, AS WELL AS, PUBLIC TRAFFIC IMPROVEMENTS REQUIRED FROM THE CITY APPROVED TRAFFIC STUDY. THE TRAFFIC STUDY SCOPE SHALL BE REVIEWED WITH THE CITY TRAFFIC ENGINEERING MANAGER PRIOR TO ANY TRAFFIC STUDY SUBMITTAL TO THE CITY.

# I-80 COMMERCE CENTER PUD AMENDED

## PUD MASTER PLAN - ALTERNATE A

ANKENY, IOWA

**SNYDER & ASSOCIATES, INC.**

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

| MARK | REVISION | DATE | BY |
|---|---|---|---|
| Engineer: JLH | Checked By: BKC | Scale: 1"= 100' | |
| Technician: AWS | Date: 02/16/24 | Field Bk: | Pg: |
| Project No: 124.0167.01 | | Sheet 1 of 1 | |

SNYDER & ASSOCIATES

Project No: 124.0167.01
Sheet 1 of 1

# 3. BULK REGULATIONS

# I-80 COMMERCE CENTER PUD
# BULK REGULATIONS

## Allowable Land Uses

- The provisions of Chapter 192.12, M-1 Light Industrial District Regulations, City of Ankeny Municipal Zoning Code are incorporated as the basis for zoning where listed as follows.

- The following uses shall be allowed in the I-80 Commerce Center PUD District:

The following M-1: LIGHT INDUSTRIAL DISTRICT uses will be allowed:

Chapter 192.12.1.

A. Any use permitted in the M-3 District.

B. Any use permitted in the C-2 District, except that no ~~new~~ residential or multiple dwelling shall be permitted, ~~unless accessory to a permitted principal use.~~

C. Automobile assembly.

D. Bag, carpet, and rug cleaning, provided necessary equipment is installed and operated for the effective precipitation or recovery of dust.

E. Bakeries.

F. Welding or other metal-working shops.

G. Contractor’s equipment storage yard or plant, or rental of equipment commonly used by contractors, storage and sale of livestock feed (provided dust is effectively controlled), and storage yards for vehicles of a delivery or draying service.

H. Carting, express hauling or storage yards.

~~I. Circus, carnival or similar transient enterprise; provided, such structures or buildings shall be at least 200 feet from any R district.~~

~~J. Coal yard, coke yard or wood yard.~~

K. Concrete mixing, concrete products manufacture.

L. Cooperage works.

M. Creamery, bottling works, ice cream manufacturing (wholesale), ice manufacturing and cold storage plant.

~~N. Enameling, lacquering or japanning.~~

~~O. Foundry casting lightweight nonferrous metals or electric foundry not causing noxious fumes or odors.~~

P. Experimental, ~~film~~ or testing laboratories.

~~Q. Livery stable or riding academy.~~

R. Machine shop.

S. Manufacture of musical instruments and novelties.

T. Manufacture of pottery or other ceramic products, using only previously pulverized clay.

U. Manufacture or assembly of electrical appliances, instruments, and devices.

V. Manufacture and repair of electric signs, advertising structures, and sheet metal products, including heating and ventilating equipment.

W. Milk distributing station other than a retail business conducted on the premises.

X. Sawmill and planing mill, including manufacture of wood products not involving chemical treatment.

Y. The manufacturing, compounding, processing, packaging or treatment of cosmetics, pharmaceuticals and food products, ~~except fish~~ and meat products, cereals, sauerkraut, vinegar, yeast, stock feed, flour; and the rendering or refining of fats and oils.

Z. The manufacturing, compounding, assembling or treatment of articles or merchandise from previously prepared materials ~~such as bone~~, cloth, cork, fiber, ~~leather~~, paper, plastics, metals or stones, ~~tobacco~~, wax, yarns and wood.

AA. Automobile body or fender repair shop, but not including automobile wrecking or used parts yards.

BB. Lumberyards and building materials sales yards.

CC. ~~Vulcanizing, retreading and recapping of tires.~~

DD. Truck rental establishments.

EE. Warehousing and storage, retail or wholesale.

FF. Data Center including exterior support equipment.

GG. Electrical Substation.

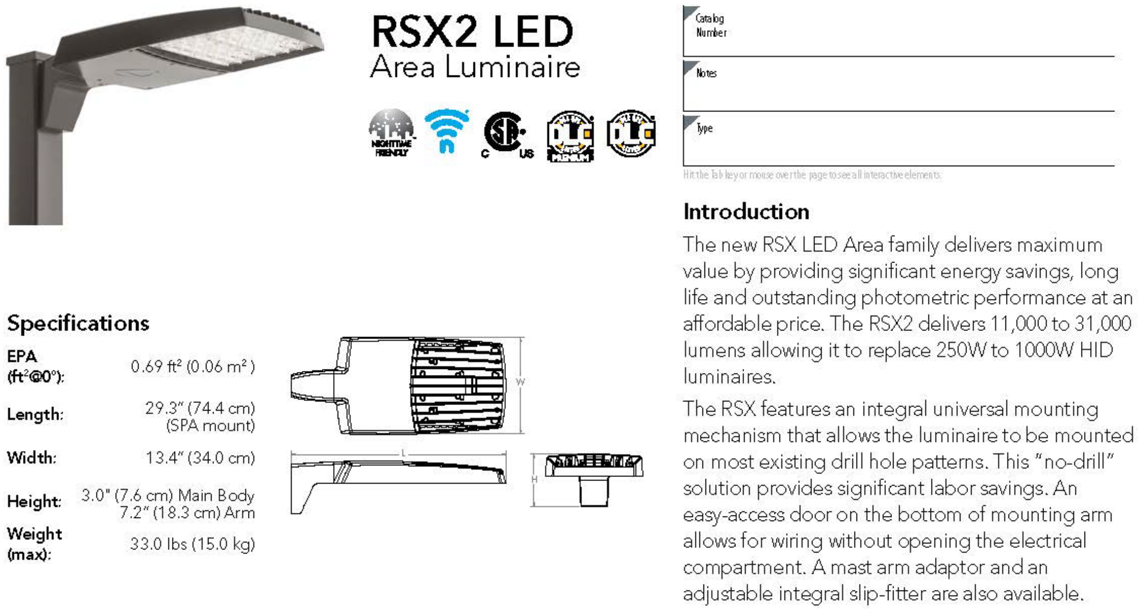
- Area and Size regulations shall be as follows:

| | |
|---|---|
| Lot Area: | No Minimum |
| Lot Width: | No Minimum |
| Front Yard: | 50 Feet |
| Side Yard: | No Minimum, 50 Feet when adjacent Residential |
| Rear Yard: | 40 Feet, where a railroad right-of-way line lies immediately adjacent to the rear of the lot, the rear yard requirement does not apply. |
| Max. Height: | 75 Feet |
| Max. Stories | 5 Stories |

- Off-street parking and loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 194.01 of the Zoning Ordinance; except for Data Centers, the gross floor area devoted to data hall and ancillary operations require no parking spaces.

- Trailer parking areas along SE Four Mile Drive and SE 90th Street shall be screened from public rights-of-way by a combination of landscaping and earthen berms. These berms shall be a minimum of thirty (30) inches above the existing grade at the rights-of-way and be planted with trees and shrubs.

- Site lighting will be addressed by 25’-50’ tall pole mounted lights and/or building mounted flood lights. Light fixtures will be oriented on-site such that they direct light downward and keep light from encroaching onto the adjacent rights-of-way or any neighboring property. The Data Center will use a Lithonia Lighting model or similar equal with night sky compliance.



**RSX2 LED**
Area Luminaire

NIGHTTIME FRIENDLY
C US
PREMIUM

Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

**Introduction**

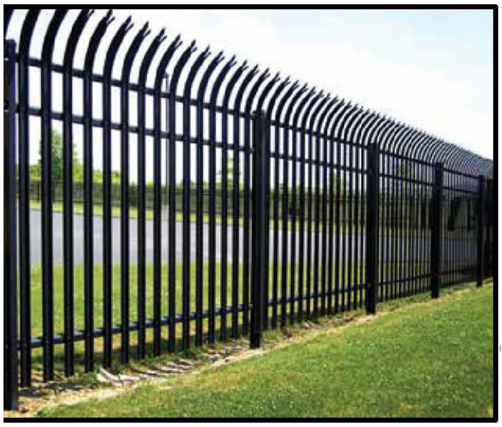
The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX2 delivers 11,000 to 31,000 lumens allowing it to replace 250W to 1000W HID luminaires.

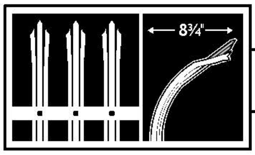
The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor and an adjustable integral slip-fitter are also available.

**Specifications**

| | |
|---|---|
| **EPA ($ft^2$@0°):** | 0.69 $ft^2$ (0.06 $m^2$) |
| **Length:** | 29.3" (74.4 cm) (SPA mount) |
| **Width:** | 13.4" (34.0 cm) |
| **Height:** | 3.0" (7.6 cm) Main Body<br>7.2" (18.3 cm) Arm |
| **Weight (max):** | 33.0 lbs (15.0 kg) |

- Site fencing consisting of up to 8-foot height chain link fence or its equivalent will be permitted. Barbed wire will not be permitted. The security fence used on the Data Center site is the Ameristar Impasse II -Gauntlet fence or similar equal.





**GAUNTLET™**

Gauntlet is designed with ***high-tensile steel corrugated pales that rise above the topmost rail with an outward curve*** and terminate with a triple-pointed splayed spear tip. The outward curved pales ***discourage attempts to gain access*** by would be intruders.

- **3-RAIL PANELS | 7', 8', 9' & 10' HEIGHTS**
- **2-RAIL PANELS | 7' & 8' HEIGHTS**

- The Data Center will include a critical equipment yard located immediately adjacent to the building and will contain such items as generators, transformers, chillers, etc. Screening walls will be installed to limit views and further secure the critical equipment yard. The screening walls will be constructed to a height required to screen the equipment contained within. The screening wall will contain louvers or openings for adequate air flow and may share similar features with the building.

# I-80 COMMERCE CENTER PUD
# ARCHITECTURAL CHARACTER

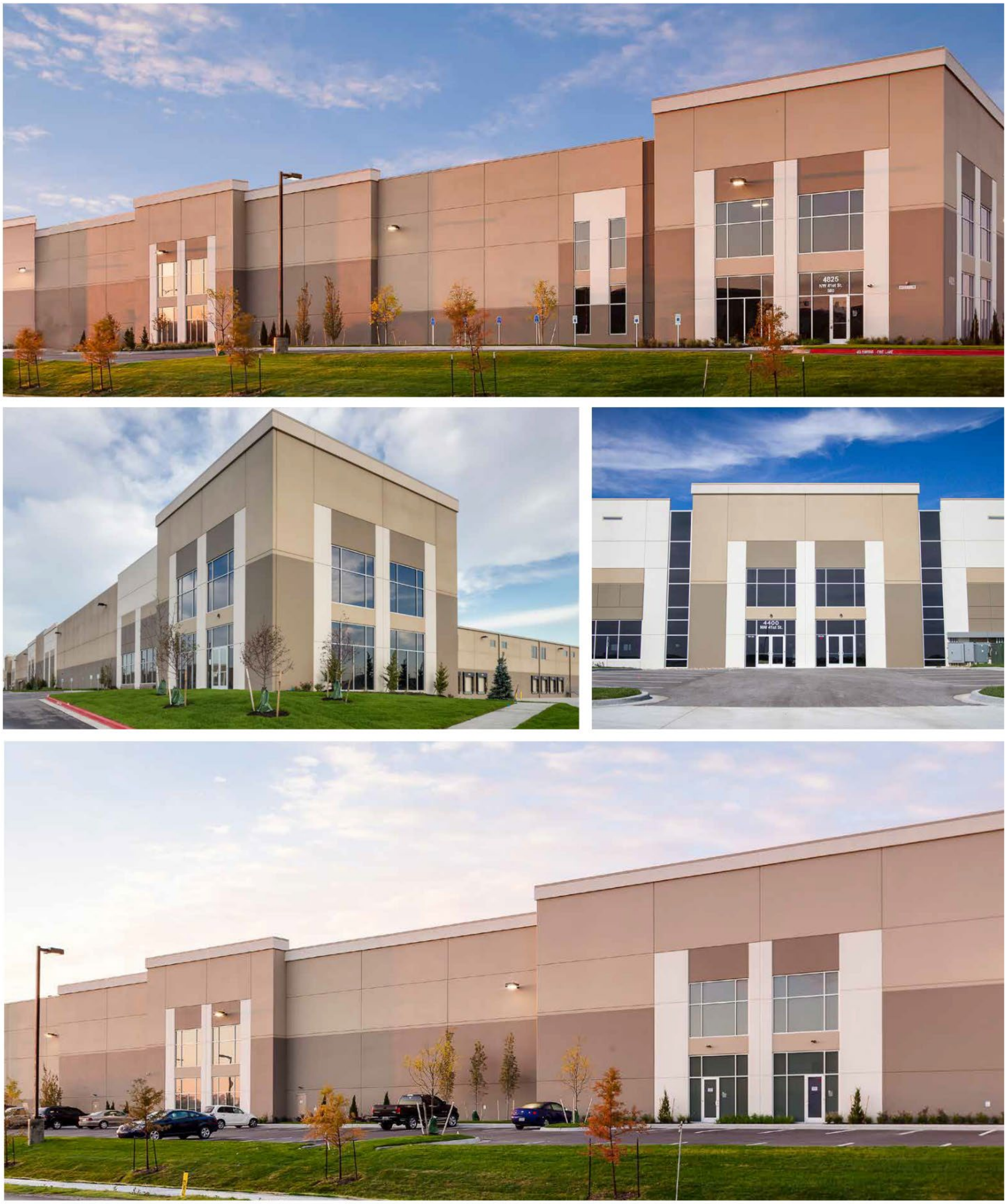
## LIGHT INDUSTRIAL USE

Typical elevations and pictures of buildings with similar architectural character illustrating the proposed buildings are attached. The buildings will be constructed of painted, concrete, pre-cast, tilt-up wall sections, painted in earthtone colors with colors and texture highlighting the architectural character of the buildings. Select door entrances will be set-off out from the wall plane with protruding panel sections emphasizing the entrances providing the opportunity for shadowing effects with the different wall planes. Tinted glass glazing will be used at store front locations.

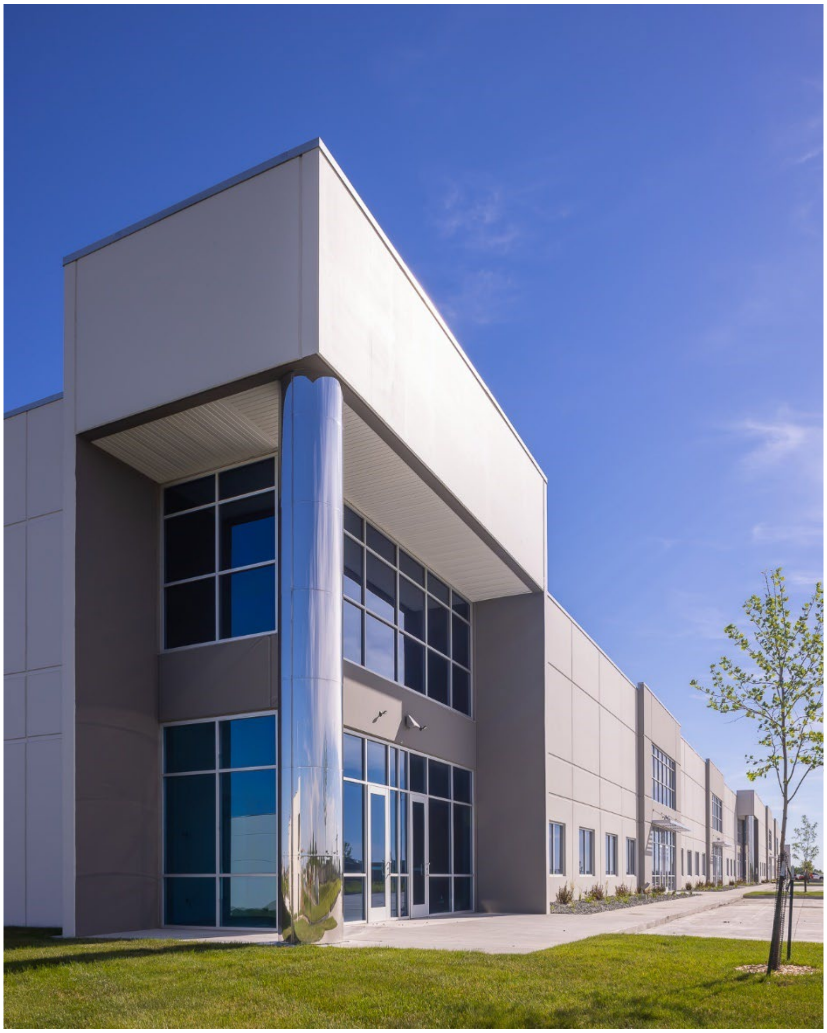
## DATA CENTER USE

Typical elevations and pictures of buildings with similar architectural characteristics of the proposed building are attached. The buildings will be constructed as a steel-framed structure with pre-cast concrete and/or metal panels or tilt-up wall sections. The building will feature a neutral baseline color package with selected highlighted areas of Cerulean Blue, which is the main accent color. The Cerulean blue will appear on the administration portion of the building and possibly on some elements of the main data hall. The data center will be broken up into distinct architectural elements according to their internal function, breaking up the massing of the building, emphasizing the entrance, and creating visual interest. Tinted glass and store front will be incorporated into the administration building to highlight the entrance. Data halls will have a concrete or metal panel façade to accommodate security requirements. The data halls may house roof top equipment which will be screened from view by parapet or louvered walls. Critical equipment yards, housing equipment such as generators, will be located adjacent to the building. The critical equipment yards will be surrounded by concrete, louvered, or similar walls of an adequate height to completely screen the equipment from view.

# COMPATIBLE BUILDING EXAMPLES


4825
NW 41st St.
4400
NW 41st St.

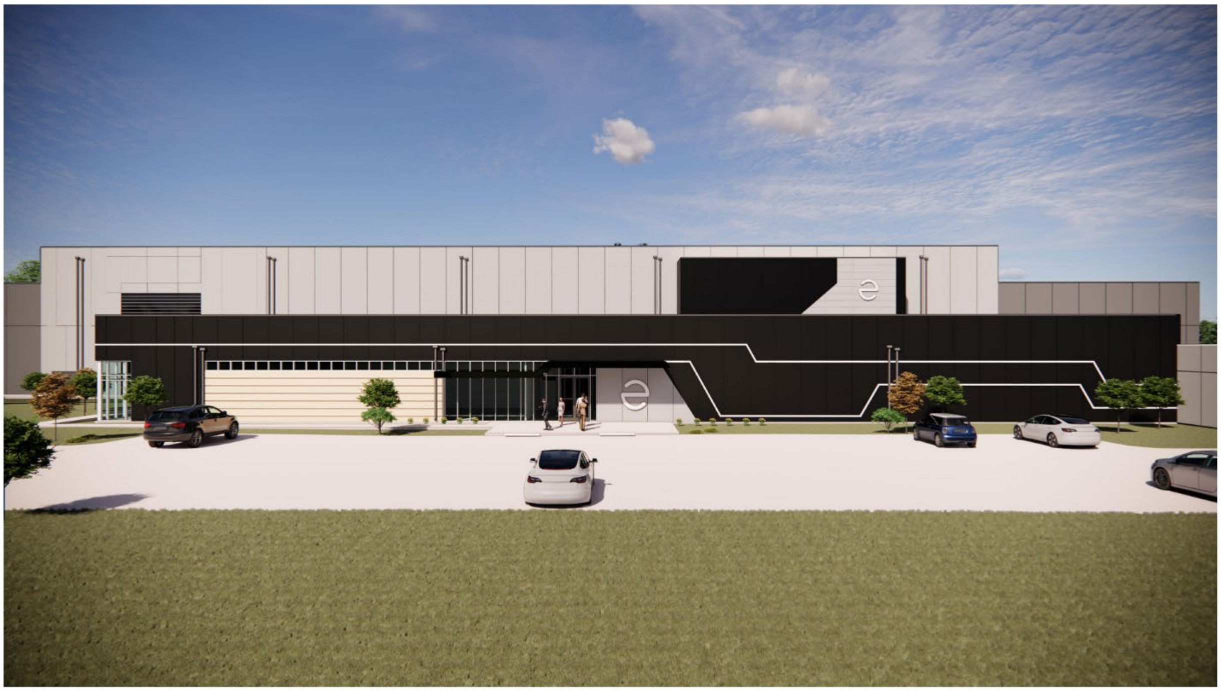
Compatible Industrial Building Examples

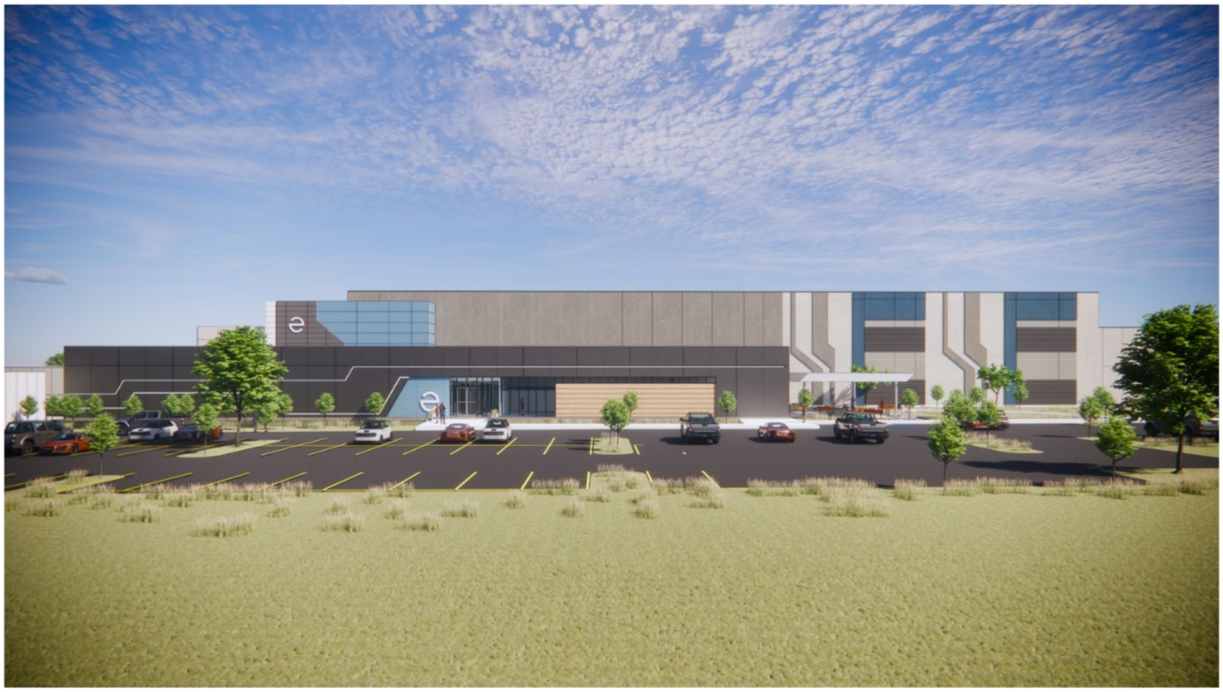


Compatible Industrial Building Examples

Compatible Industrial Building Examples

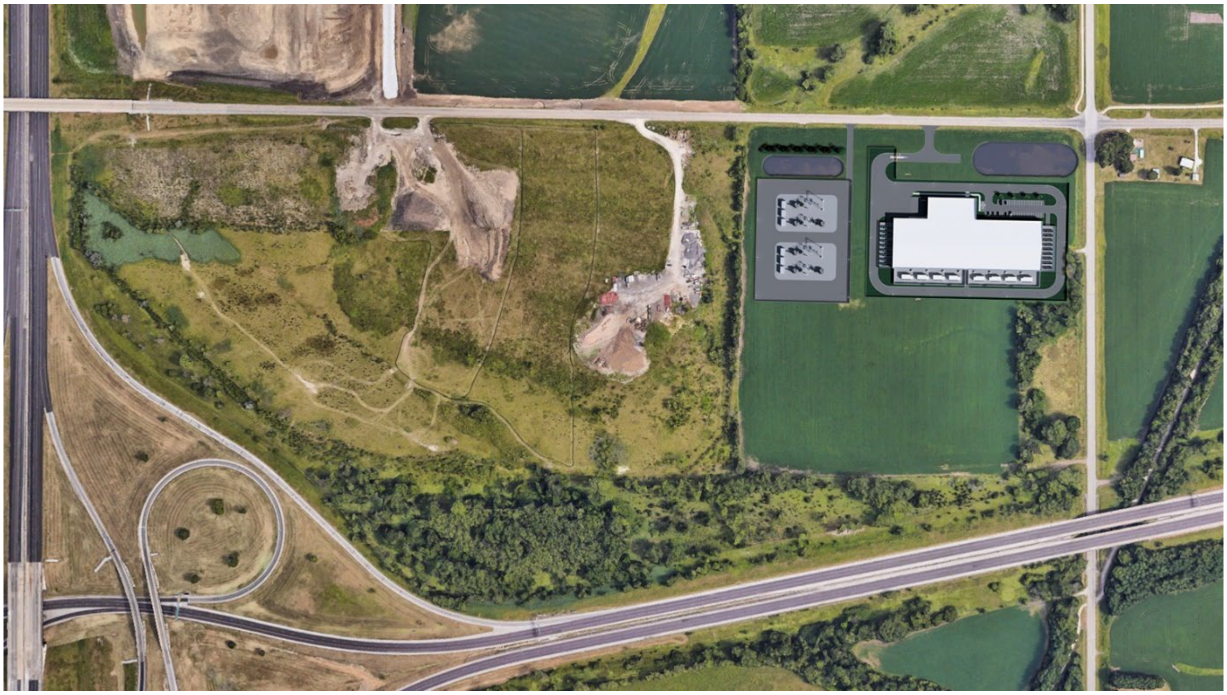
Compatible Industrial Building Examples

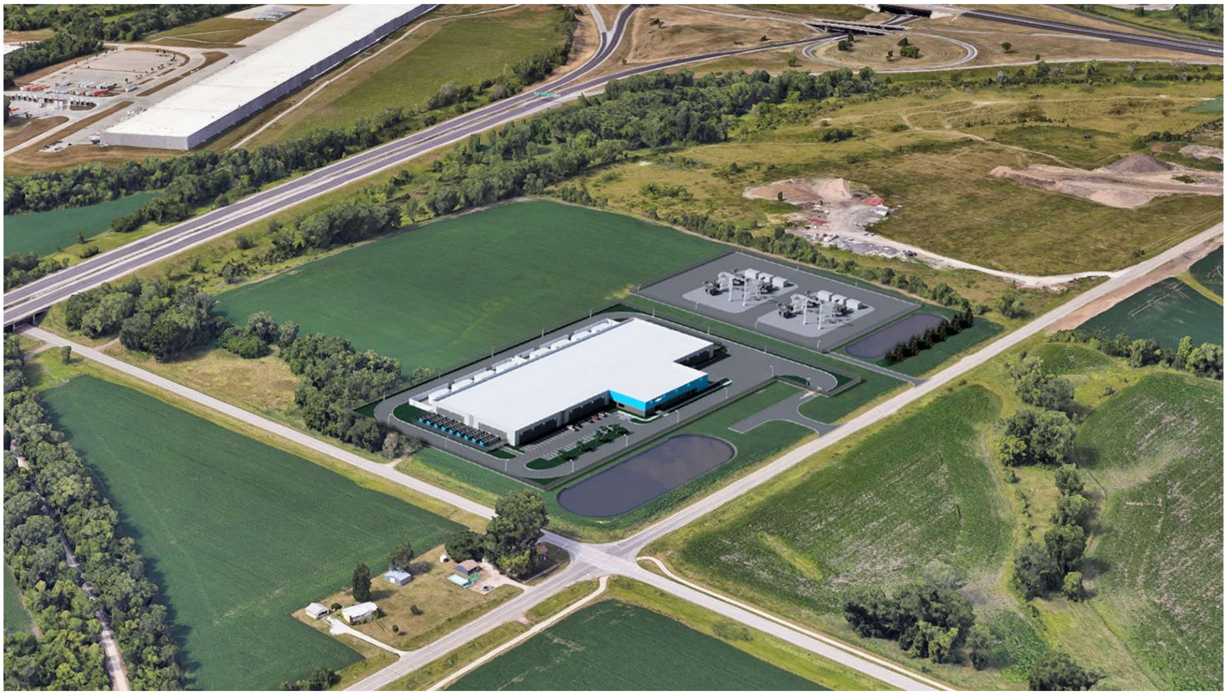




Compatible Data Center Building Examples

Compatible Data Center Building Examples





Data Center and Electrical Substation Aerial Exhibits

# 4. SUPPORTING EVIDENCE

# I-80 COMMERCE CENTER PUD
# SUPPORTING EVIDENCE STATEMENT

## STORM WATER MANAGEMENT

The proposed development location generally drains east-northeast. Storm water enters both SE 90th Street and SE Four Mile Drive roadway ditches and drains to a 42-inch storm sewer that passes under SE 90th Street and eventually discharges into the right-of-way ditch along SE Four Mile Drive and drains north to a 84-inch culver under SE Four Mile Drive.

Currently, the conceptual plans for the proposed development include light industrial building(s), a Data Center, and electrical substation. Runoff from each location will be handled individually or conveyed to shared detention basin(s). Storm water runoff will be detained in the shared basin and be released at a rate equal to or less than the 5-yr pre-developed release rate, while also maintaining the required water quality volume. The storm sewers within this development are to be private systems owned and maintained by the individual lot owners.

Four Mile Creek to the east is a FEMA regulated channel. According to the mapping, the 100-year floodplain does not appear to extend to the eastern edge of the development. (See the attached drainage map and FIRM map.)

## SANITARY SEWER

The existing 15-inch sanitary sewer is located approximately 1000-feet north of the intersection of SE Four Mile Drive and SE 90th Street on the west side of SE Four Mile Drive. A proposed 12-inch sanitary sewer will extend south to the intersection. A proposed 8-inch sanitary sewer will extend west along the south side of SE 90th Street and another south along the west side of SE Four Mile Drive. A minimum 6-inch service will be provided to each building from the proposed 8-inch main.

## WATER MAIN

The proposed 12-inch water main will be extended along the north side of SE 90th Street and the east side of SE Four Mile Drive from the intersection of SE Four Mile and SE 90th Street. Service to the proposed development will connect into these public water mains. All new water mains in the rights-of-way will be public improvements and will provide water and fire protection for the lots within the development.

## PRIVATE DRIVES

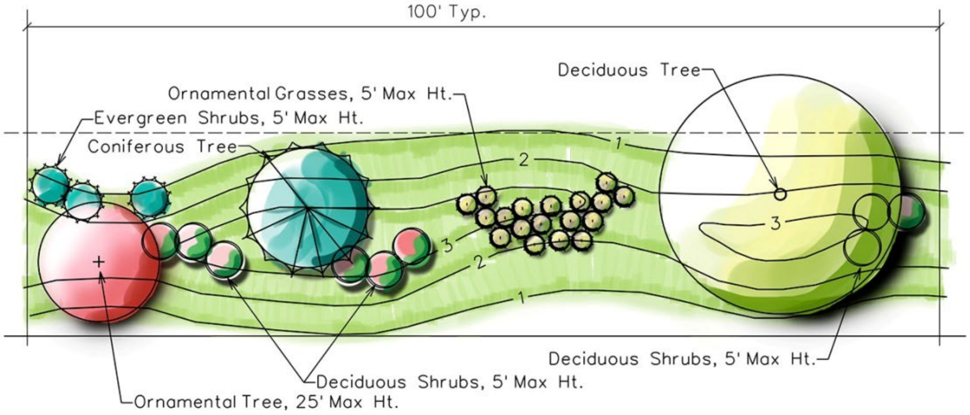
There are no public streets proposed within the development. One full access entering/exiting SE Four Mile Drive is planned near the SE corner of the development. Two full access drives entering/exiting SE 90th Street are planned on the north side the development. A utility access drive is anticipated into the electrical substation off of SE 90th Street. Drives within the development are planned to be private.

The individual lot owners at time of lot development shall be responsible for their respective site traffic study, as well as public traffic improvements required from the City approved traffic study at the time of site development. The traffic study scope shall be reviewed with the City Traffic Engineering Manager prior to any traffic study submittal to the City.

## SCREENING, OPEN SPACE AND LANDSCAPING

Proposed screening will meet the requirements of Chapter 194: Parking, Loading and Screening as well as the open space, landscaping and parking lot shading requirement of the Ankeny Zoning Ordinance.

A Type ‘B’ Screen will be provided along the north side and east side of the property, adjacent to the street right-of-way. This will be installed during site development of the individual lot(s). Below is an example of the typical landscape buffer that would be required along this length of property boundary. In locations where a berm will block or impede drainage, a 4-foot high opaque fence may be allowed to pass drainage beneath.


100' Typ.
Deciduous Tree
Ornamental Grasses, 5' Max Ht.
Evergreen Shrubs, 5' Max Ht.
Coniferous Tree
1
2
3
3
2
1
Deciduous Shrubs, 5' Max Ht.
Deciduous Shrubs, 5' Max Ht.
Ornamental Tree, 25' Max Ht.

TYPICAL LANDSCAPE BUFFER

The electrical substation shall be screened from adjacent public right-of-way with a combination of landscaping and earth berms. The earth berms shall be a minimum height of six (6) feet above the existing grade at the right-of-way and planted with trees and scrubs to create a Type ‘C’ screen. The west property line of the electrical substation shall be lined with a row of evergreen trees placed 20-feet on center.

## FRANCHISE UTILITIES

If not currently available, the gas main will be located in a gas easement and service will be extended to the proposed development. The electric, telephone, and cable television utilities are proposed along the development frontage within public utility easements.

## SIGNAGE

All proposed signs will conform to the current City of Ankeny sign requirements, in accordance with the provisions of Chapter 195 of the Zoning Ordinance; except as follows:

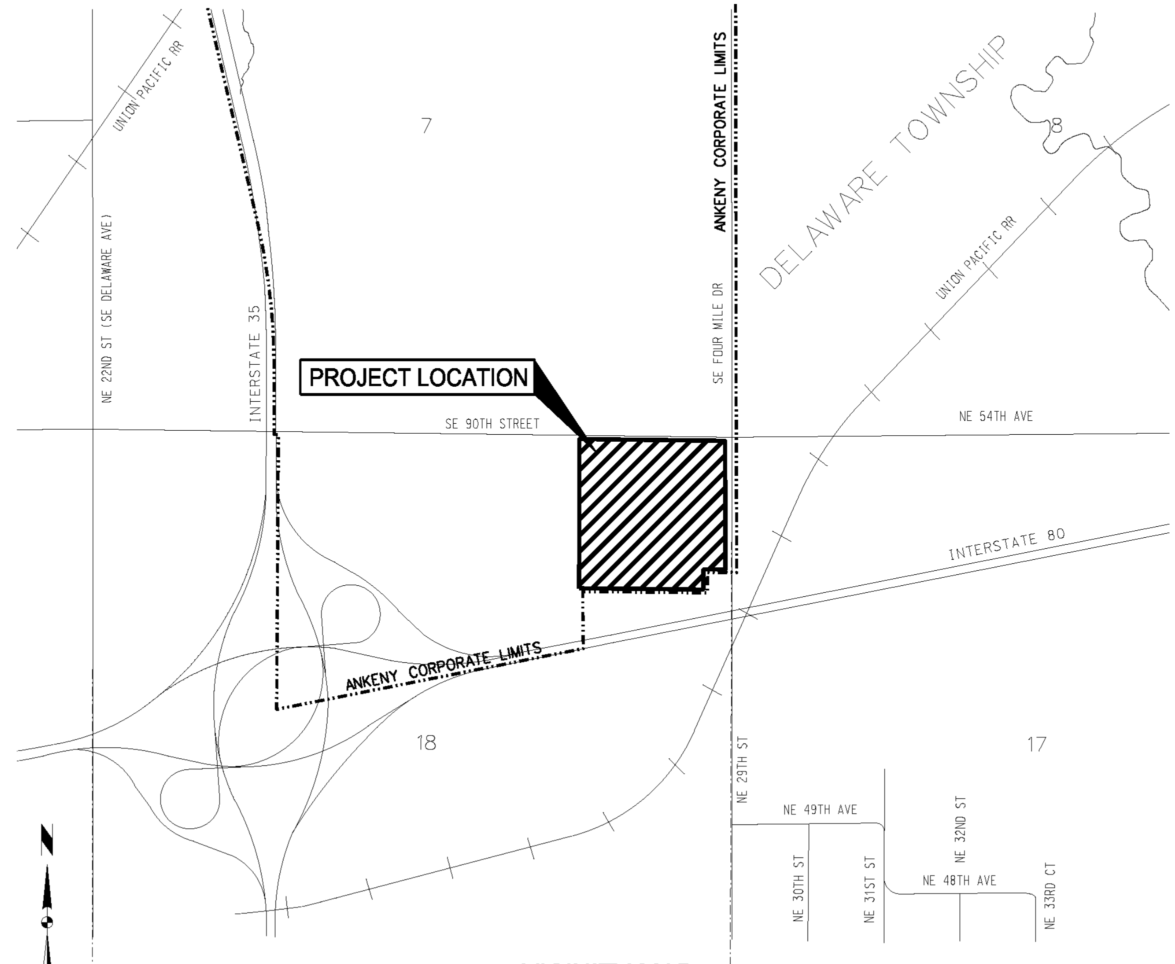
Multi-tenant signage for I-80 Commerce Center Light Industrial shall be allowed as follows:

- 1.0 sq. ft./lin. ft. of tenant public street frontage for buildings set back up to 40 ft. with a maximum size not to exceed 150 sq. ft.,
- 1.5 sq. ft./lin. ft. of tenant public street frontage for buildings set back 41 to 100 ft. with a maximum size not to exceed 150 sq. ft., or
- 2 sq. ft./lin. ft. of tenant public street frontage for buildings set back greater than 100 ft. or abutting I-80 right-of-way with a maximum size not to exceed 150 sq. ft.

In the case that a tenant has frontage along more than one (1) public street, the total sign area shall be calculated off of no more than two (2) public street frontages, up to a maximum of three hundred (300) square feet.

The number of allowable signs per tenant/business is not limited so long as the signage square footage stays under the allowable maximum and where such signage may be installed along either the tenant's Interstate 80 or other public street frontages (or the side walls for the end caps only).

# VICINITY MAP AND REZONING DESCRIPTION


UNION PACIFIC RR
7
ANKENY CORPORATE LIMITS
DELAWARE TOWNSHIP
8
NE 22ND ST (SE DELAWARE AVE)
INTERSTATE 35
PROJECT LOCATION
SE 90TH STREET
SE FOUR MILE DR
NE 54TH AVE
UNION PACIFIC RR
INTERSTATE 80
ANKENY CORPORATE LIMITS
18
17
NE 29TH ST
NE 49TH AVE
NE 30TH ST
NE 31ST ST
NE 32ND ST
NE 48TH AVE
NE 33RD CT
N

NOT TO SCALE

**VICINITY MAP**

city of Ankeny
bringing it all together

## I-80 COMMERCE CENTER PUD

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY IOWA.

EXCEPT ROADWAYS

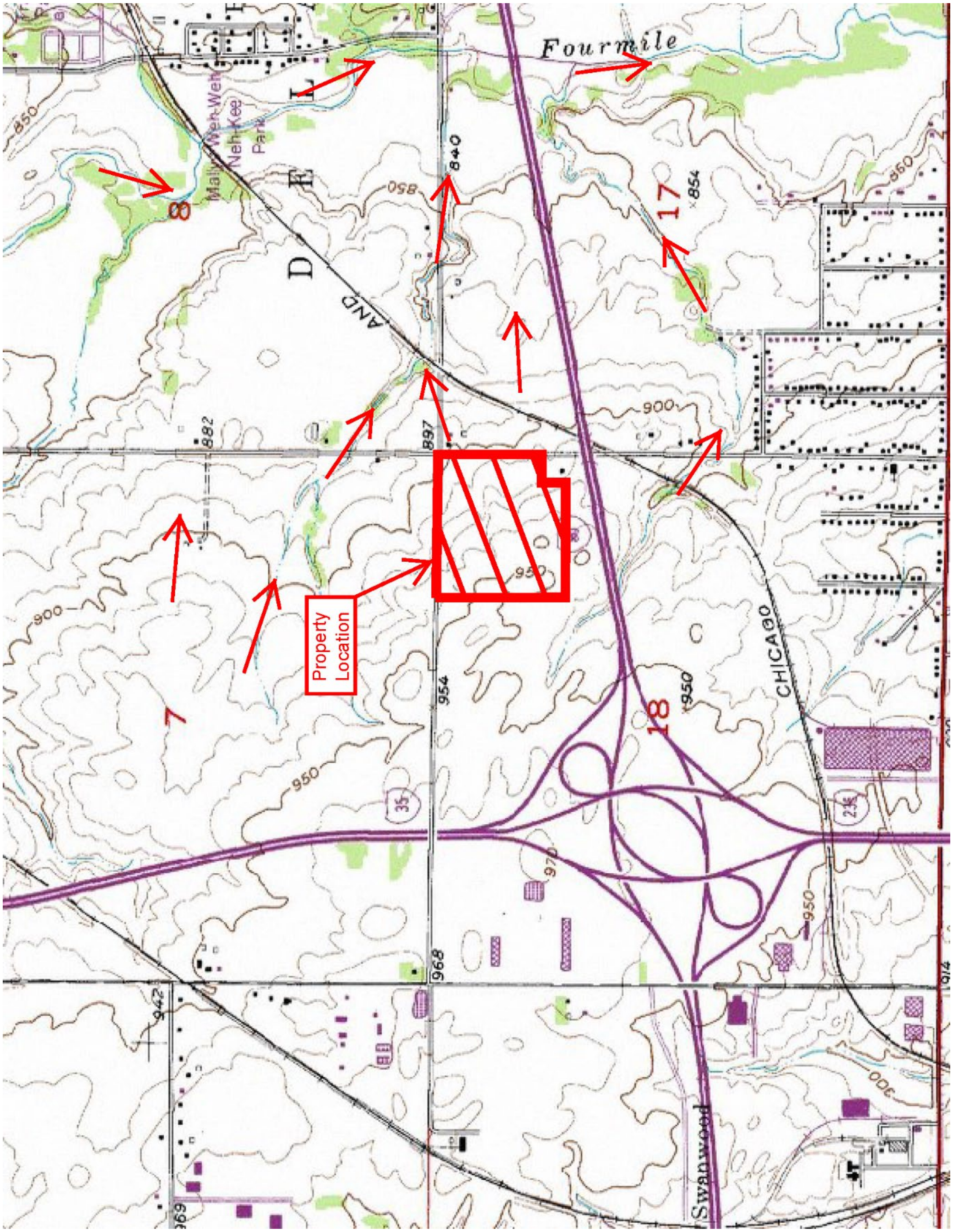
AND

EXCEPT WARRANTY DEED FILED IN BOOK 17366, PAGE 842 OF THE POLK COUNTY RECORDER'S OFFICE.

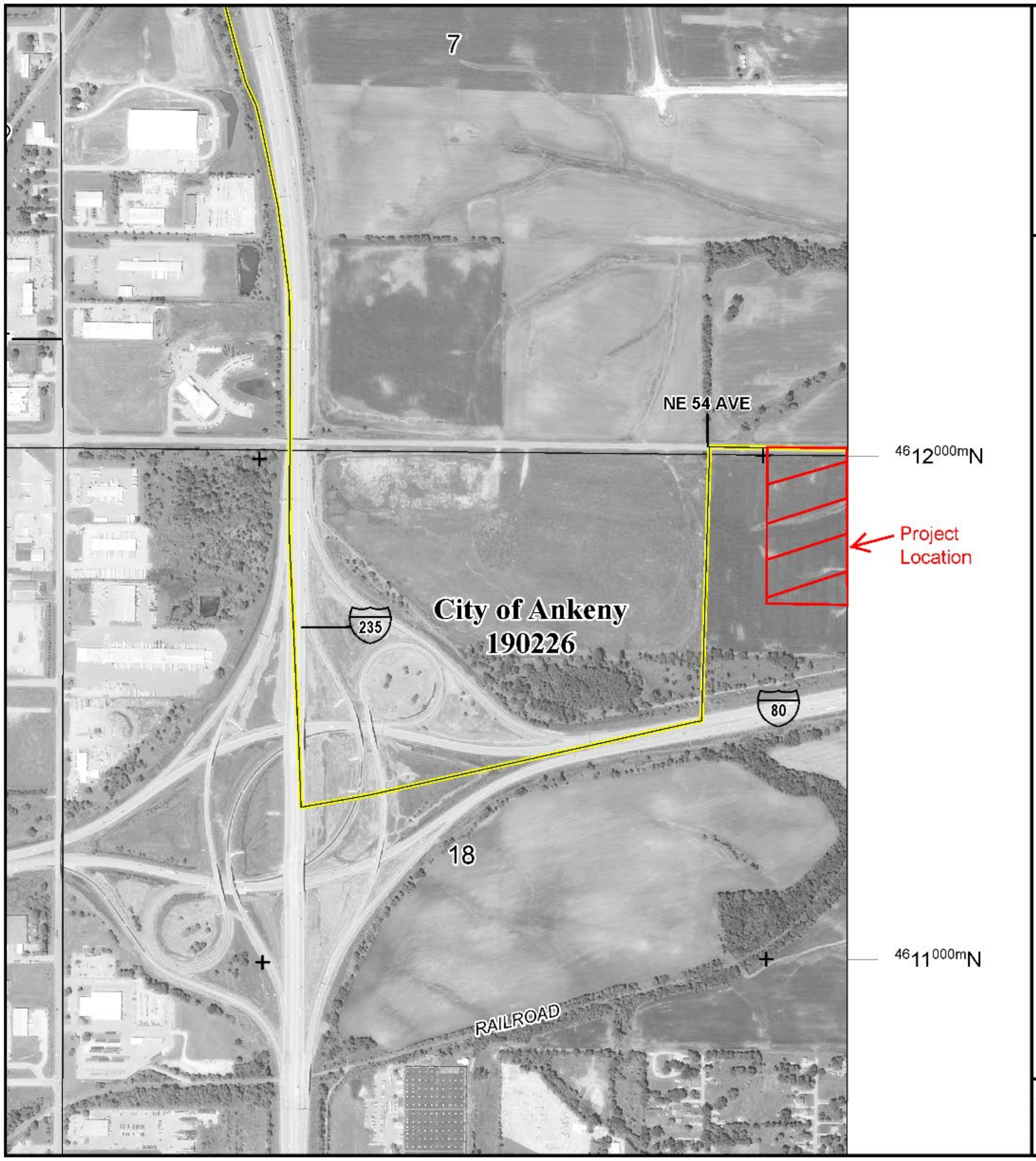
AND

EXCEPT THE SOUTH 175 FEET OF THE EAST 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18.

# EXISTING TOPOGRAGHY / DRAINAGE AREAS


Fourmile
Mali Weh-Weh Neh-Kee Park
8
17
850
840
854
860
D
E
L
AND
882
897
900
950
Property Location
954
7
35
18
CHICAGO
25
970
968
942
969
914
Swanwood

# FIRM MAP



**Map Projection:**
NAD 1983 StatePlane Iowa South FIPS 1402 Feet;
Western Hemisphere; Vertical Datum: NAVD 88

**1 inch = 1,000 feet**

**NATIONAL FLOOD INSURANCE PROGRAM**
FLOOD INSURANCE RATE MAP

**POLK COUNTY, IOWA**
AND INCORPORATED AREAS

PANEL 215 OF 555

Panel Contains:

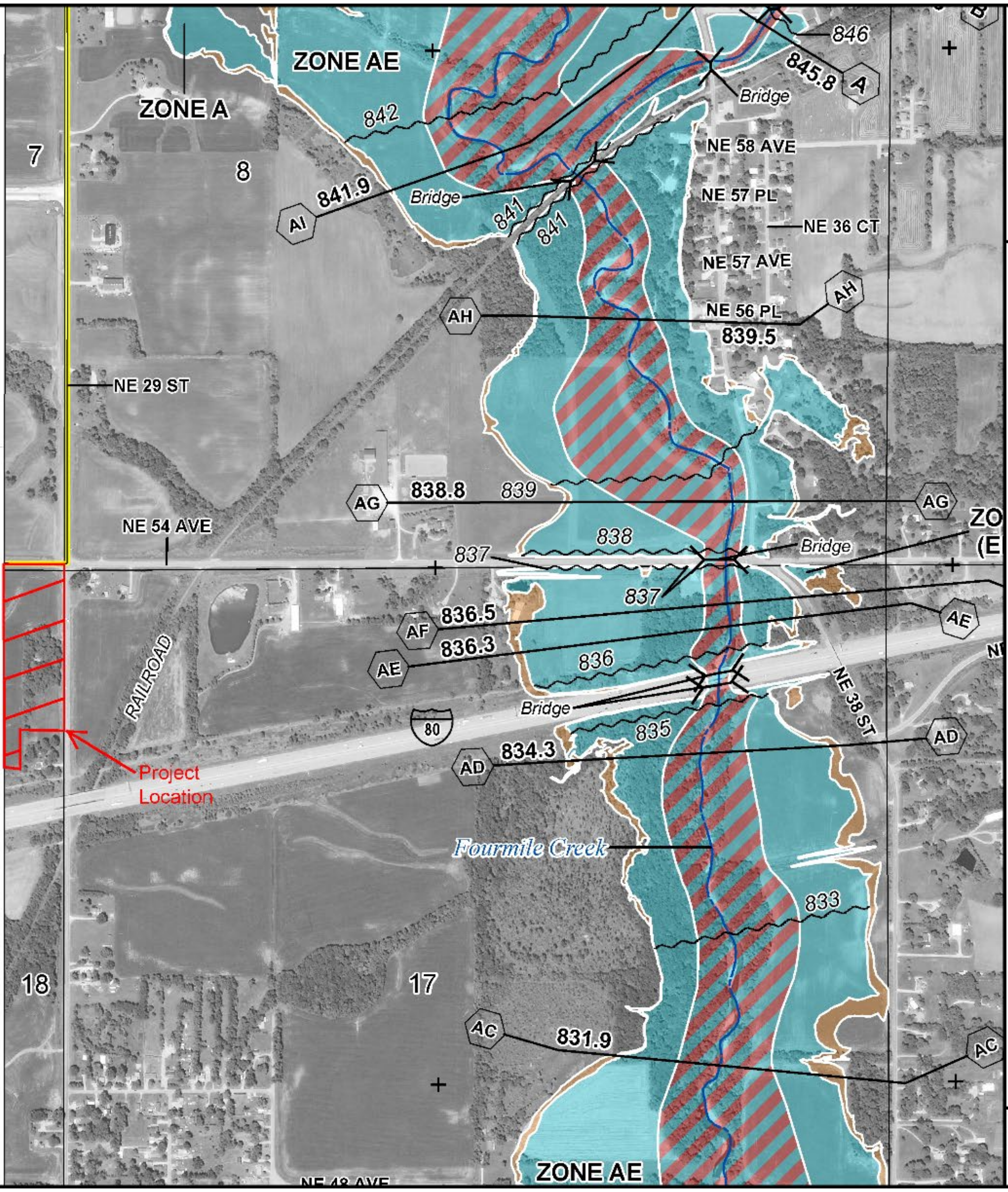
| COMMUNITY | NUMBER | PANEL | SUFFIX |
|---|---|---|---|
| ANKENY, CITY OF | 190226 | 0215 | F |
| DES MOINES, CITY OF | 190227 | 0215 | F |
| POLK COUNTY | 190901 | 0215 | F |

VERSION NUMBER
**2.2.2.1**

MAP NUMBER
**19153C0215F**

EFFECTIVE DATE
**FEBRUARY 1, 2019**

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov


ZONE AE
ZONE A
7
8
842
841.9
AI
Bridge
841
841
846
845.8
A
Bridge
NE 58 AVE
NE 57 PL
NE 36 CT
NE 57 AVE
NE 56 PL
AH
AH
839.5
NE 29 ST
AG
838.8
839
AG
838
837
Bridge
ZO
(E
NE 54 AVE
837
AF
836.5
AE
836.3
AE
836
RAILROAD
NE 38 ST
Bridge
80
835
AD
AD
834.3
Project Location
Fourmile Creek
833
18
17
AC
831.9
AC
ZONE AE
NE 48 AVE

**Map Projection:**
NAD 1983 StatePlane Iowa South FIPS 1402 Feet;
Western Hemisphere; Vertical Datum: NAVD 88

N

**1 inch = 1,000 feet**

**NATIONAL FLOOD INSURANCE PROGRAM**
FLOOD INSURANCE RATE MAP

**POLK COUNTY, IOWA**
AND INCORPORATED AREAS

PANEL 220 OF 555

FEMA

Panel Contains:

| COMMUNITY | NUMBER | PANEL | SUFFIX |
|---|---|---|---|
| ALTOONA, CITY OF | 190546 | 0220 | F |
| ANKENY, CITY OF | 190226 | 0220 | F |
| DES MOINES, CITY OF | 190227 | 0220 | F |
| POLK COUNTY | 190901 | 0220 | F |

VERSION NUMBER
2.2.2.1

MAP NUMBER
19153C0220F

EFFECTIVE DATE
FEBRUARY 1, 2019

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# WATER USAGE CALCULATIONS

| | |
|---|---|
| NAME: I-80 Commerce Center PUD Amended | NO. 124.0167.01 |
| Commerce Center, LLC | DATE 03/08/24 |
| SUBJECT: Water Usage Calculations | BY CDD |
| | PAGE 1 OF 1 |

## Sanitary Sewer

35.662 Ac of Light Industrial Development

Per SUDAS Regulations:

For Industrial use 5,000 GPD/Ac (Includes Peaking Factor)

Peak Flow: 35.662 Ac * 5,000 = 178,310 GPD
= 0.178 MGD
Change to CFS (MGD/0.646) = 0.276 CFS

8" Main @ 2/3 Full, Factor = 0.79, Therefore
Full Flow = 0.276/0.79 = 0.35 CFS

Full Flow = 0.35 CFS, Determine Minimum Slope For 8" Main:

$Q = (1.486/n) * A * R^{2/3} * S^{1/2}$, where $n=0.013$

A= 0.34907 SF
R= 0.167 FT

$0.35 \text{ CFS} = 12.127 * S^{1/2}$

S = 0.08 %
Iowa DNR minimum slope = 0.40 %, Therefore Ok
City of Ankeny min. slope = 0.60%, Therefore Ok

The existing 15-inch sanitary sewer is located approximately 1,000-feet north of the intersection of SE Four Mile Drive and SE 90th Street on the west side of SE Four Mile Drive. A proposed 12-inch sanitary sewer will extend south to the intersection. A proposed 8-inch sanitary sewer will extend west along the south side of SE 90th Street. The 6" sanitary sewer services will be routed to each building within the development from 8" Sanitary Main constructed along SE 90th Street. 6" pipe slope should be a minimum of 1% (2% Preferred).

## Water Main

The proposed 12" water main will be extended along the north side of SE 90th Street and an 8" water main will be extended along the east side of SE Four Mile Drive from the intersection with SE Four Mile Drive. Service to the proposed development will connect to the proposed 12-inch water main. All new water mains will be public improvements and provide water and fire protection for the interior lots of the development.

## D. Density Table

**Table 3B-1.01:** Minimum Values

| Land Use | Area Density | Unit Density | Rate |
|---|---|---|---|
| Low Density (Single Family) Residential | 10 people / AC | 3 people / unit | 100 gpcd* |
| Medium Density (Multi-Family) Residential | 15 people / AC<br>6.0 people / duplex | 3 people / unit | 100 gpcd* |
| High Density (Multi-Family) Residential | 30 people / AC | 2.5 people / unit | 100 gpcd* |
| Office and Institutional | 5,000 gpd / AC (IDNR) | Special Design Density | N/A |
| Commercial and Light Industrial | 5,000 gpd/AC (IDNR) | Special Design Density | N/A |
| Industrial | 10,000 gpd/AC (IDNR) | Special Design Density | N/A |

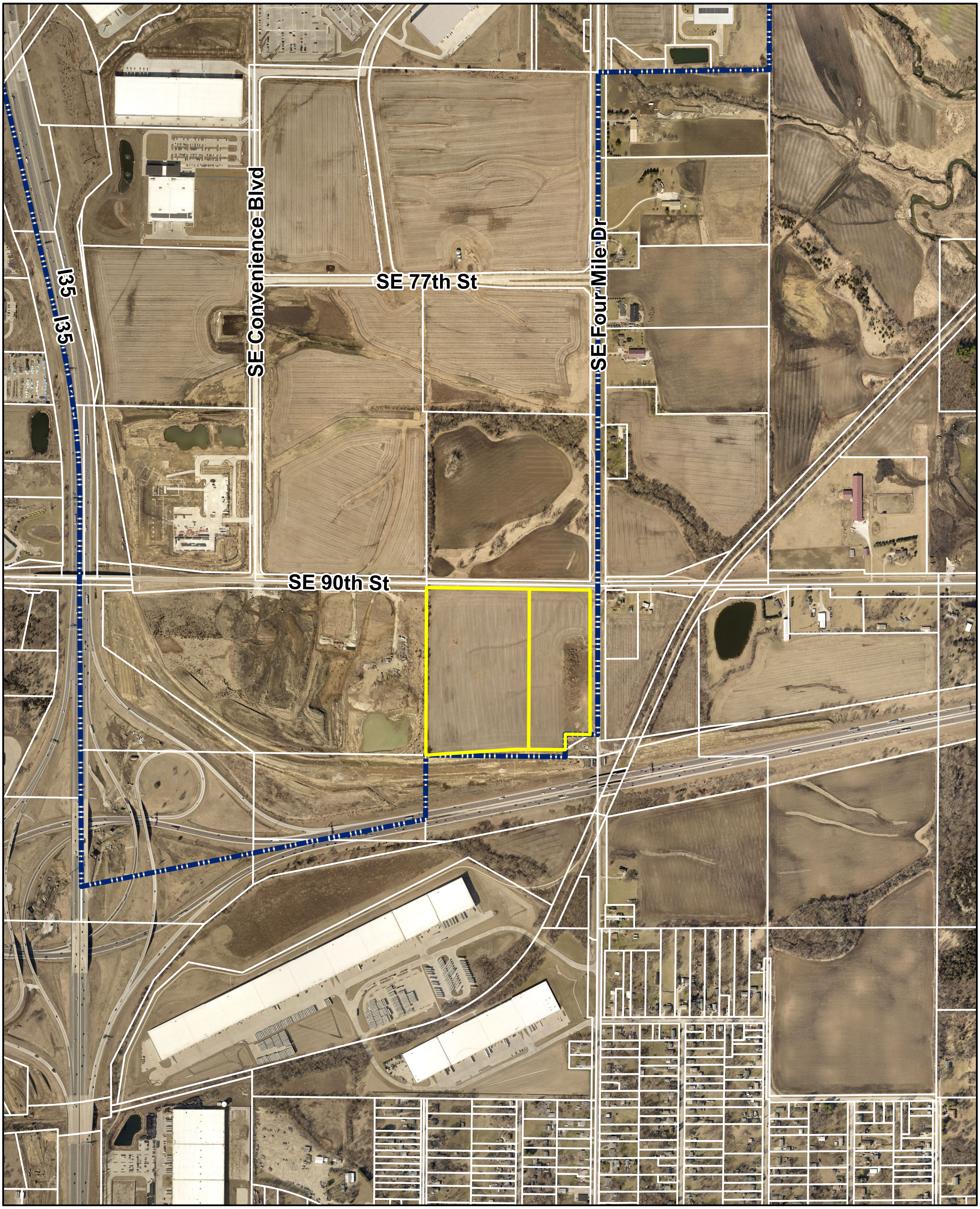
* Iowa Department of Natural Resources (DNR) - Dry Weather Flow - One hundred gallons per capita per day (gpcd) should be used in design calculations as the minimum average dry weather flow. This 100 gpcd value may, with adequate justification, include maximum allowable infiltration for proposed sewer lines.

The area densities listed include the peaking factor.

Note: If the Project Engineer uses values different from the above table, approval by the Jurisdictional Engineer is required.

## E. Special Design Densities

Special design densities should be based on specific flow measurements or known flow rates and are subject to approval by the Jurisdiction Engineer based on methodology provided by the Project Engineer prior to submittal to the Iowa DNR.


SE Convenience Blvd
SE 77th St
SE Four Mile Dr
I35
I35
SE 90th St

N

1 inch = 944 feet

Date: 3/5/2024

**I-80 Commerce Center**
**PUD Amendment**
**Aerial Map**

Ankeny
bringing it all together.

SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

May 7, 2024

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

RE: REQUEST TO WAIVE THIRD READING
I-80 COMMERCE CENTER PUD AMENDED
PART OF THE NE ¼, NE ¼ OF SEC. 18, T79N, R23W
ANKENY, IOWA
S&A Project No. 124.0167.01

Dear Honorable Mayor and Members of the City Council:

On behalf of Commerce Center, LLC, as owner and applicant, we respectfully request waiver of the third reading for the Commerce Center PUD Amendment. There have been no concerns expressed by the neighbors at either the Plan and Zoning or City Council public hearings. We appreciate your consideration to expedite the rezoning process by waiving the third reading.

If you have any questions or comments, please contact me at your convenience. Thank you.

Sincerely,

SNYDER AND ASSOCIATES, INC.

Brent K. Culp

Enclosure

cc: Andy Hodges, Commerce Center, LLC (emailed)
File (electronic)

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| Planning and Building | Ensure Economic Vitality |

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2168:

An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Berwick Holdings, LLC.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of ORDINANCE 2168 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

**Action:** <span>Consider motion to accept second consideration of ORDINANCE 2168.</span>

---

## ADDITIONAL INFORMATION:

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## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Ordinance |
| 🗋 Rezoning Exhibit |
| 🗋 PUD Manual |
| 🗋 Aerial Map |

# ORDINANCE

## AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY BERWICK HOLDINGS, LLC.

---

**WHEREAS,** the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 2nd day of April, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Berwick Holdings, LLC., from the current R-1, One-Family Residence District, to PUD, Planned Unit Development; and

**WHEREAS,** on the 6th day of May, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

### LEGAL DESCRIPTION:

An irregular tract of land in the Southeast Quarter and Northeast Quarter of Section 32, Township 80 North, Range 23 West of the 5th Principal Meridian, Polk County, Iowa, consisting of Parcel "O" of said Section 32, as shown on the Plat recorded in Book 15089, Page 430 in the Office of the Polk County Recorder, and Outlot 'X' in DRA Acres Plat 1, an Official Plat, as shown on the Plat recorded in Book 15393, Pages 121 through 134 in the Office of the Polk County Recorder, more particularly described as follows:

Beginning at the North Sixteenth Corner between said Section 32 and Section 33, Township 80 North, Range 23 West of the 5th Principal Meridian, Polk County, Iowa; thence S0°02'44"W along the east line of said Section 32, 1322.51 feet to the East Quarter Corner of said Section 32; thence S0°11'23"W continuing along the east line of said Section 32, 936.31 feet; thence departing said east line, S90°00'00"W, 771.86 feet; thence southwesterly 200.44 feet along a 580.01-foot radius curve, said curve having a chord of 199.45 feet bearing S80°05'59"W; thence S70°11'58"W, 33.12 feet; thence S63°47'05"W, 17.00 feet to the easterly right-of-way line of Berwick Drive; thence northwesterly 448.73 feet along a 1594.16-foot radius curve, said curve having a chord of 447.25 feet bearing N34°16'45"W; thence northwesterly 38.55 feet along a 283.00-foot radius curve, said curve having a 38.52-foot chord bearing N46°22'15"W; thence N50°14'05"W, 39.79 feet; thence northwesterly 67.29 feet along a 2033.00-foot radius curve, said curve having a chord of 67.29 feet bearing N51°06'34"W; thence N51°59'32"W, 130.76 feet; thence northwesterly 65.18 feet along a 1967.00-foot radius curve, said curve having a chord of 65.18 feet bearing N51°05'13"W; thence N49°56'53"W, 58.49 feet; thence northwesterly 309.96 feet along a 2967.00-foot radius curve, said curve having a chord of 309.82 feet bearing N47°12'13"W; thence N43°56'07"W, 55.40 feet to the southernmost corner of Lot 2 in said DRA Acres Plat 1; thence departing said east right-of-way line and continuing along the southerly line of said Lot 2, N45°51'34"E, 415.00 feet to the southeasterly corner of said Lot 2; thence N4°38'12"E along the easterly line of said Lot 2, 228.29 feet to the northeast corner of Lot 1 of said DRA Acres Plat 1, also being a point on the southerly line of said Parcel "O"; thence N89°36'54"W along the north line of said Lot 1, 312.53 feet; thence S30°57'41"W along the westerly line of said Lot 1, 228.09 feet; thence S39°09'08"W along said westerly line, 178.08 feet; thence departing said westerly line Lot 1 and continuing along the westerly line of said Parcel "O" N39°43'08"W, 652.19 feet; thence continuing along the westerly line of said Parcel "O", 587.94 feet along a 1246.09-foot radius curve, said curve having a chord of 582.50 feet bearing N26°13'45"W; thence continuing along said westerly line N12°43'06"W, 245.69 feet to the northwest corner of said Parcel "O"; thence S89°55'08"E along the north line of said Parcel "O", 160.30 feet to the Center-North Sixteenth Corner of said Section 32; thence continuing along said north line S89°53'03"E, 1321.27 feet to the Northeast Sixteenth Corner of said Section 32; thence continuing along the north line of said Parcel "O" S89°40'42"E, 1318.73 feet to the point of beginning.

Described tract of land contains 103.98 acres (4,529,337 square feet), including 1.11 acres of right-of-way (48,545 square feet).

Subject to any and all easements and restrictions of record.

### LAYMAN'S DESCRIPTION:

Approximately 103.98-acres (+/-) located south of SE Oralabor Road/NE 78th Avenue,
east of NE Berwick Drive and north of NE 70th Avenue.

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

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

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

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

**PASSED** at Ankeny Iowa, this __ day of ___, 2024.

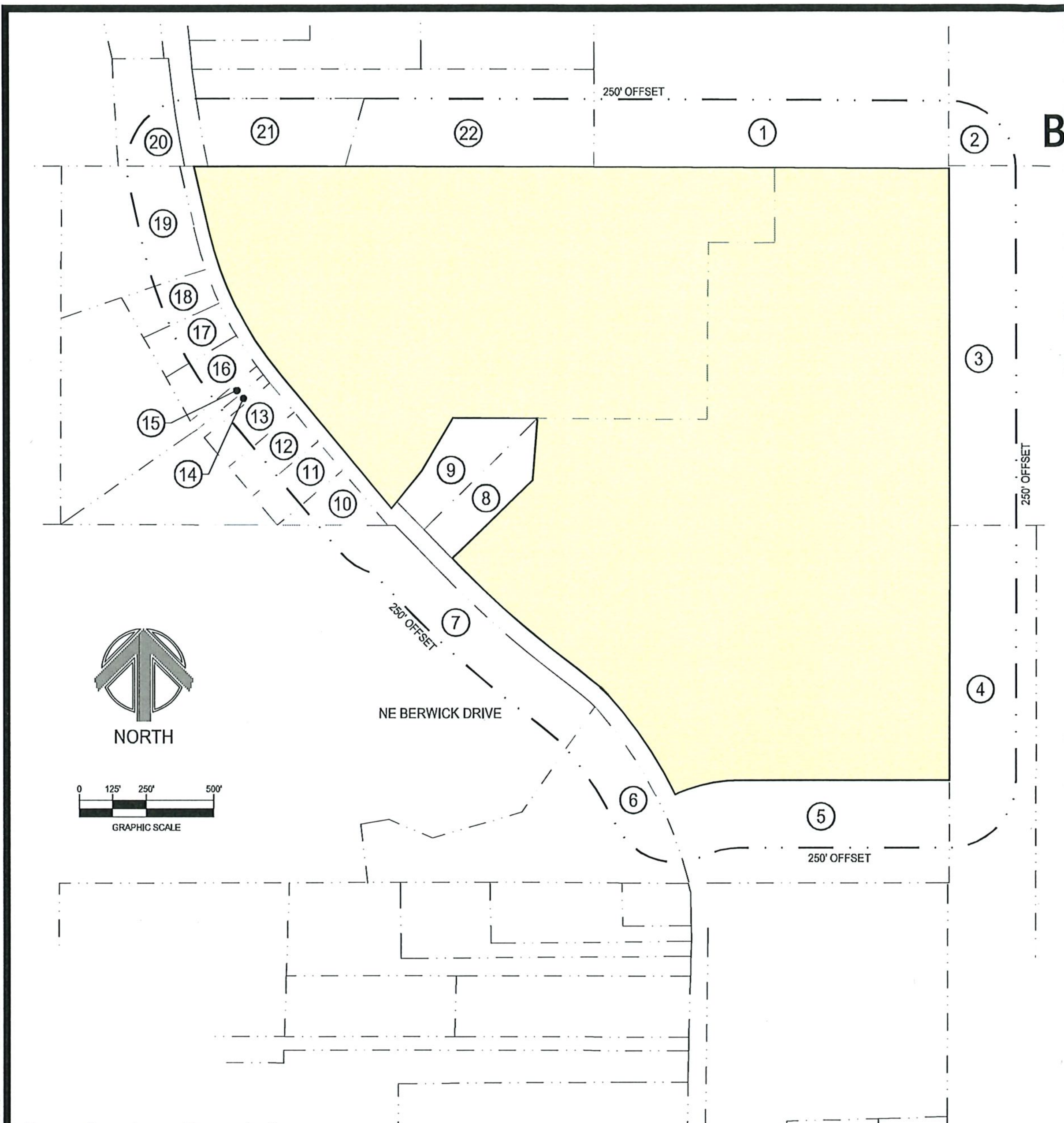
____________________________________
Mark E. Holm, Mayor

ATTEST:

____________________________________
Michelle Yuska, City Clerk

**PUBLISHED IN THE**
**DES MOINES REGISTER**
**ON THE ____DAY OF __________, 2024**

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

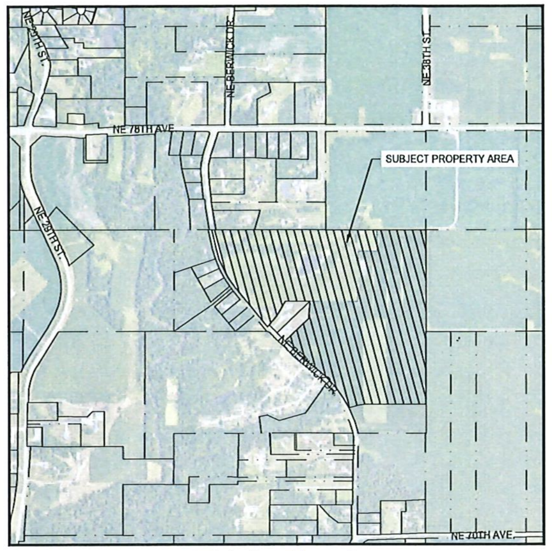


# Rezoning Exhibit

FOR

# Berwick Estates PUD

Ankeny, Iowa



## Vicinity Sketch

Scale: 1" = 1,000'

## Owner / Developer

Berwick Holdings LLC
1615 SW Main Street, Ste 207
Ankeny, Iowa 50023

## Zoning

Existing - R-1 (103.98 acres)

Proposed - Berwick PUD (103.98 acres)

## Rezoning Table

| Parcel Number | Name of Property Owner | Legal Description | Parcel Number | Mailing Address | Total Area of Property | Area within 250' of rezoning | % of Area within 250' of rezoning |
|---|---|---|---|---|---|---|---|
| 1 | Roy & Florence Bishop | NE 1/4 NE 1/4 LESS 1.58 A RD SEC 32-80-23 | 8023-32-226-001 | 3818 NE 78TH AVE<br>ANKENY, IA 50021-9738 | 1,673,575 sf | 329,269 sf | 13.6% |
| 2 | Roy & Florence Bishop | NW 1/4 NW 1/4 LESS 1.58 A RD SEC 33-80-23 | 8023-33-100-001 | 3818 NE 78TH AVE<br>ANKENY, IA 50021-9738 | 1,673,575 sf | 47,153 sf | 2.0% |
| 3 | Roy & Florence Bishop | W 1/2 S 1/2 NW 1/4 SEC 33-80-23 | 8023-33-100-004 | 3818 NE 78TH AVE<br>ANKENY, IA 50021-9738 | 1,742,400 sf | 331,737 sf | 13.7% |
| 4 | Jerry M Bishop | W 1/2 W 1/2 W 1/2 SW 1/4 LESS .25A RD SEC 33-80-23 | 8023-33-300-005 | 4050 NE 78TH AVE<br>ANKENY, IA 50021-9382 | 860,310 sf | 284,344 sf | 11.8% |
| 5 | Berwick Holdings LLC | OUTLOT X DRA ACRES PLAT 1 | 8023-32-426-001 | 1615 SW MAIN ST STE 207<br>ANKENY, IA 50023-7261 | 3,115,689 sf | 242,940 sf | 10.0% |
| 6 | Wesley Investments INC | LTS 5 & 6 PAGLIAI COMPOUND PLAT 1 | 8023-32-400-023 | 7252 NE BERWICK DR<br>ANKENY, IA 50021-9258 | 394,236 sf | 101,743 sf | 4.2% |
| 7 | Third and Collins Properties LLC | EX BEG 1332F N & 955F W OF SE COR OF SEC THN W 1214F NW 221F NE110.5F SE 175F NELY 828F TO W LN OF HWY SELY 754F TO POB- N 1/2 SE 1/4 W OF RD & LESS RD SEC 32-80-23 | 8023-32-400-001 | 2601 SW 35TH ST<br>ANKENY, IA 50023-6203 | 1,267,596 sf | 210,274 sf | 8.7% |
| 8 | Scott Stephenson<br>Aubrey Jungen | LOT 2 DRA ACRES PLAT 1 | 8023-32-252-002 | 7393 NE BERWICK DR<br>ANKENY, IA 50021-9259 | 75,157 sf | 75,157 sf | 3.1% |
| 9 | Richard and Marlis Backus | LOT 1 DRA ACRES PLAT 1 | 8023-32-252-001 | 7403 NE BERWICK DR<br>ANKENY, IA 50021-9260 | 88,266 sf | 88,266 sf | 3.7% |
| 10 | Harold Tyler, Thomas Tyler, Bradley Johnson | LOT 1 OAKWOOD HEIGHTS | 8023-32-176-010 | 1211 NE 31ST ST<br>ANKENY, IA 50021-6694 | 41,599 sf | 35,966 sf | 1.5% |
| 11 | Tyler Thomas | LOT 2 OAKWOOD HEIGHTS | 8023-32-176-009 | 1211 NE 31ST ST<br>ANKENY, IA 50021-6694 | 44,082 sf | 28,059 sf | 1.2% |
| 12 | Bradley Johnson | LOT 3 OAKWOOD HEIGHTS | 8023-32-176-008 | 7470 NE BERWICK DR<br>ANKENY, IA 50021-9260 | 44,082 sf | 28,000 sf | 1.2% |
| 13 | Bradley Johnson | LOT 4 OAKWOOD HEIGHTS | 8023-32-176-007 | 7470 NE BERWICK DR<br>ANKENY, IA 50021-9260 | 44,082 sf | 28,000 sf | 1.2% |
| 14 | Bradley Johnson | LOT 5 OAKWOOD HEIGHTS | 8023-32-176-006 | 7470 NE BERWICK DR<br>ANKENY, IA 50021-9260 | 154,507 sf | 7,820 sf | 0.3% |
| 15 | Tyler Thomas | LOT 6 OAKWOOD HEIGHTS | 8023-32-176-002 | 1211 NE 31ST ST<br>ANKENY, IA 50021-6694 | 269,723 sf | 8,012 sf | 0.3% |
| 16 | Tyler Thomas | LOT 7 OAKWOOD HEIGHTS | 8023-32-176-005 | 1211 NE 31ST ST<br>ANKENY, IA 50021-6694 | 49,092 sf | 30,207 sf | 1.2% |
| 17 | Wayne and Robyn Biehl | LOT 8 OAKWOOD HEIGHTS | 8023-32-176-004 | 7514 NE BERWICK DR<br>ANKENY, IA 50021-9230 | 45,738 sf | 29,091 sf | 1.2% |
| 18 | Elizabeth and Derek Peterson | LOT 9 OAKWOOD HEIGHTS | 8023-32-176-003 | 7534 NE BERWICK DR<br>ANKENY, IA 50021-9230 | 48,046 sf | 29,092 sf | 1.2% |
| 19 | Andrew and Rhonda Swanson | LOT 10 OAKWOOD HEIGHTS | 8023-32-176-001 | 7560 NE BERWICK DR<br>ANKENY, IA 50021-9230 | 233,177 sf | 84,842 sf | 3.5% |
| 20 | Jeremy Brandt | BEG SE COR THN W 280.67F N 396.19F E 244.16F SELY 400.08F TO POB PRT E 27.5A N 1/2 NW 1/4 LYG W OF CL NE BERWICK DR LESS .293A RD SEC 32-80-23 | 8023-32-126-008 | 7630 NE BERWICK DR<br>ANKENY, IA 50021-9262 | 89,602 sf | 35,185 sf | 1.5% |
| 21 | Curtis and Linda Waite | LOT 1 FOURMILE WOODS PLAT 2 | 8023-32-201-010 | 7621 NE BERWICK DR<br>ANKENY, IA 50021-926 | 140,873 sf | 140,873 sf | 5.8% |
| 22 | Jeffery and Karen Glock | LOT 2 FOURMILE WOODS PLAT 2 | 8023-32-201-014 | 7645 NE BERWICK DR<br>ANKENY, IA 50021-9262 | 385,462 sf | 221,506 sf | 9.2% |

ZONING TABLE NOTES:
1) RIGHT-OF-WAY AREA IS NOT INCLUDED
2) CITY OF ANKENY OWNED PROPERTY THAT IS NOT ROW IS INCLUDED (IE, PARKLAND, GREENBELTS, ETC.)
3) OWNERSHIP INFORMATION PROVIDED VIA POLK COUNTY GIS AS OF 12/12/2023
4) AREA WITHIN 250' OF REZONING IS PROVIDED BASED ON GIS PARCEL LINE DATA

## Rezoning Area Description

An irregular tract of land in the Southeast Quarter and Northeast Quarter of Section 32, Township 80 North, Range 23 West of the 5th Principal Meridian, Polk County, Iowa, consisting of Parcel "O" of said Section 32, as shown on the Plat recorded in Book 15089, Page 430 in the Office of the Polk County Recorder, and Outlot 'X' in DRA Acres Plat 1, an Official Plat, as shown on the Plat recorded in Book 15393, Pages 121 through 134 in the Office of the Polk County Recorder, more particularly described as follows:

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Described tract of land contains 103.98 acres (4,529,337 square feet), including 1.11 acres of right-of-way (48,545 square feet).
Subject to any and all easements and restrictions of record.

McCLURE™
ENGINEERING Co

building strong communities.

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

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

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REZONING EXHIBIT

NORTH

BERWICK ESTATES
PUD

ANKENY, IA
2023000306
NOVEMBER 3, 2023

REVISIONS
12/8/2023
12/12/2023
...
...
...

ENGINEER
J. BECKER

DRAWN BY
J. BECKER

CHECKED BY
J. BECKER

FIELD BOOK NO.

DRAWING NO.
RZ-01

SHEET NO.
1 / 1

ROLL CALL
Plan & Zoning Commission
Ankeny, IA

Date April 2, 2024

Ayes 5 Nays 0 Abstain — Absent 2

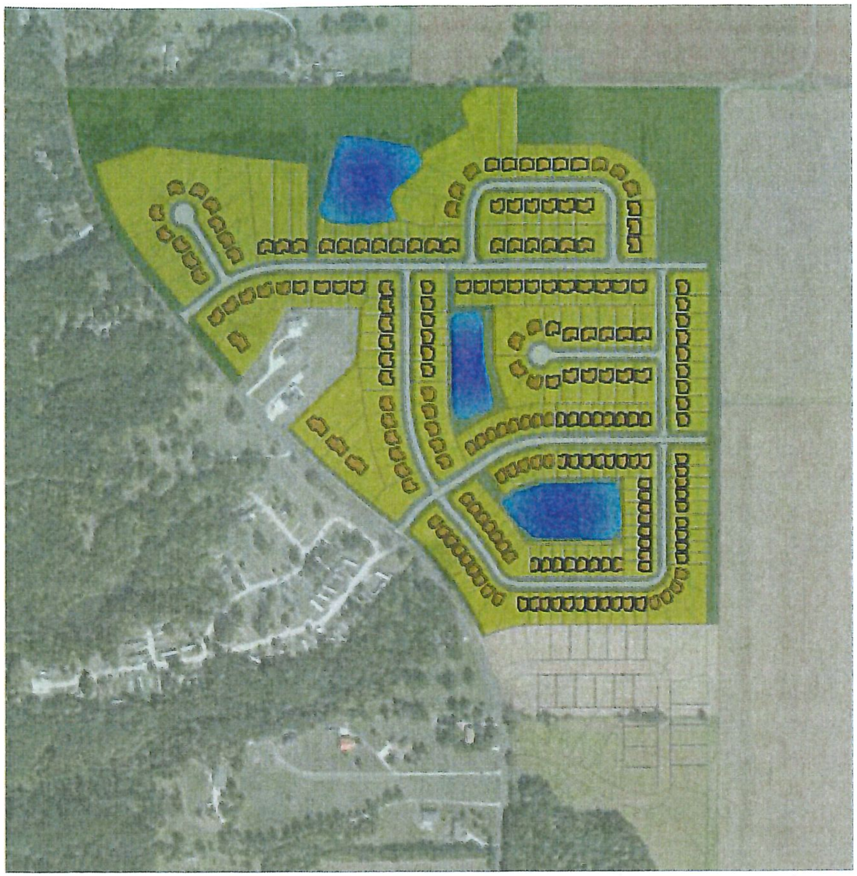
APPROVED

Chairperson

Secretary

# BERWICK ESTATES

## PLANNED UNIT DEVELOPMENT
## CITY OF ANKENY



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ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date April 2, 2024
Ayes 5 Nays 0 Abstain — Absent 2
APPROVED
T. Rapp Chairperson
B. Ingbang Secretary

PREPARED ON:
11/3/2023

REVISIONS:
12/8/2023
3/5/2024
4/5/2024
4/18/2024

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12/8/2023

Honorable Mayor, City Council, and Plan & Zoning Commission
City of Ankeny
1250 SW District Drive
Ankeny, Iowa 50023

RE: Berwick Estates PUD – Rezoning

Dear Honorable Mayor, City Council, and Plan & Zoning Commission Members,

On behalf of Berwick Holdings LLC and ATI Group, we are pleased to submit a rezoning request for approximately 104 acres in the City of Ankeny east of NE Berwick Drive and respectfully request your approval of said rezoning request.

This proposal is to rezone the property from R-1 to Berwick Estates PUD. The development plan as presented is generally consistent with the City's Comprehensive Land Use Plan and represents strategic and thoughtful residential growth for the City of Ankeny. Additionally, we believe the proposed PUD zoning offers the following advantages to the City of Ankeny and its residents:

- Simultaneously offer flexibility in development yet establish general structure and framework of the planned property
- Provide a variety of housing types and price points that encourages diverse opportunities for a wide range of potential residents
- Provide adequate information for the City, general public, and neighbors who may be living near or interacting with the development to understand the big picture
- Provide adequate information for future Developers, homebuilder partners, homebuyers, and other stakeholders to set expectations of current and future development

This letter of request is included as part of the PUD submittal package that establishes the framework for the next highly sought-after area in the City of Ankeny. We thank you for your consideration of approval of this project.

Sincerely,

McClure Engineering Company

Jake Becker, PE
Senior Project Engineer

Cc: ATI Group

**SECTION 1 - PURPOSE** The primary and technical purpose of this PUD document is to provide the framework and basis to change the official zoning of the parcel of ground as described in Section 2 herein from R-1 to PUD.

Additionally, the following purposes are also considered vital to the intents this PUD document:

- Simultaneously offer flexibility in development yet establish general structure and framework of the planned property
- Provide sufficient and expanded details so that a Preliminary Plat is not necessary for future development proceedings
- Provide adequate information for approving entities (City Council, P&Z, City Staff, etc.) to feel comfortable approving this PUD and future development proceedings
- Provide adequate information for stakeholders, future Developers, homebuilder partners, and homebuyers to set expectations of current and future development
- Provide adequate information for the general public and neighbors who may be living near or interacting with the development to understand the big picture

**SECTION 2 - LEGAL DESCRIPTION** The Official Zoning Map of the City of Ankeny, Iowa, is proposed to be amended from R-1 to PUD, for the property legally described as follows:

AN IRREGULAR TRACT OF LAND IN THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, CONSISTING OF PARCEL “O” OF SAID SECTION 32, AS SHOWN ON THE PLAT RECORDED IN BOOK 15089, PAGE 430 IN THE OFFICE OF THE POLK COUNTY RECORDER, AND OUTLOT ‘X’ IN DRA ACRES PLAT 1, AN OFFICIAL PLAT, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE POLK COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH SIXTEENTH CORNER BETWEEN SAID SECTION 32 AND SECTION 33, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; THENCE S0°02'44"W ALONG THE EAST LINE OF SAID SECTION 32, 1322.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE S0°11'23"W CONTINUING ALONG THE EAST LINE OF SAID SECTION 32, 936.31 FEET; THENCE DEPARTING SAID EAST LINE, S90°00'00"W, 771.86 FEET; THENCE SOUTHWESTERLY 200.44 FEET ALONG A 580.01-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 199.45 FEET BEARING S80°05'59"W; THENCE S70°11'58"W, 33.12 FEET; THENCE S63°47'05"W, 17.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BERWICK DRIVE; THENCE NORTHWESTERLY 448.73 FEET ALONG A 1594.16-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 447.25 FEET BEARING N34°16'45"W; THENCE NORTHWESTERLY 38.55 FEET ALONG A 283.00-FOOT RADIUS CURVE, SAID CURVE HAVING A 38.52-FOOT CHORD BEARING N46°22'15"W; THENCE N50°14'05"W, 39.79 FEET; THENCE NORTHWESTERLY 67.29 FEET ALONG A 2033.00-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 67.29 FEET BEARING N51°06'34"W; THENCE N51°59'32"W, 130.76 FEET; THENCE NORTHWESTERLY 65.18 FEET ALONG A 1967.00-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 65.18 FEET BEARING N51°05'13"W; THENCE N49°56'53"W, 58.49 FEET; THENCE NORTHWESTERLY 309.96 FEET ALONG A 2967.00-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 309.82 FEET BEARING N47°12'13"W; THENCE N43°56'07"W, 55.40 FEET TO THE SOUTHERNMOST CORNER OF LOT 2 IN SAID DRA ACRES PLAT 1; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE AND CONTINUING ALONG THE SOUTHERLY LINE OF SAID LOT 2, N45°51'34"E, 415.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE N4°38'12"E ALONG THE EASTERLY LINE OF SAID LOT 2, 228.29 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID DRA ACRES PLAT 1, ALSO BEING A POINT ON THE SOUTHERLY LINE OF SAID PARCEL “O”; THENCE N89°36'54"W ALONG THE NORTH LINE OF SAID LOT 1, 312.53 FEET; THENCE S30°57'41"W ALONG THE WESTERLY LINE OF SAID LOT 1, 228.09 FEET; THENCE S39°09'08"W ALONG SAID WESTERLY LINE, 178.08 FEET; THENCE DEPARTING SAID WESTERLY LINE LOT 1 AND CONTINUING ALONG THE WESTERLY LINE OF SAID PARCEL “O” N39°43'08"W, 652.19 FEET; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID PARCEL “O”, 587.94 FEET ALONG A 1246.09-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 582.50 FEET BEARING N26°13'45"W; THENCE CONTINUING ALONG SAID WESTERLY LINE N12°43'06"W, 245.69 FEET TO THE NORTHWEST CORNER OF SAID PARCEL “O”; THENCE S89°55'08"E ALONG THE NORTH LINE OF SAID PARCEL “O”, 160.30 FEET TO THE CENTER-NORTH SIXTEENTH CORNER OF SAID SECTION 32; THENCE CONTINUING ALONG SAID NORTH LINE S89°53'03"E, 1321.27 FEET TO THE NORTHEAST SIXTEENTH CORNER OF SAID SECTION 32; THENCE CONTINUING ALONG THE NORTH LINE OF SAID PARCEL “O” S89°40'42"E, 1318.73 FEET TO THE POINT OF BEGINNING.

DESCRIBED TRACT OF LAND CONTAINS 103.98 ACRES (4,529,337 SQUARE FEET), INCLUDING 1.11 ACRES OF RIGHT-OF-WAY (48,545 SQUARE FEET).

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

**SECTION 3 - MASTER PLAN ADOPTION** Attached hereto and made a part of this rezoning approval, for concept description and delineation is the Berwick Estates Master Plan listed as Appendix B. The Master Plan is adopted to establish the rules, regulations, and development guidelines for the land use and performance standards pursuant to Section 192.15 of the Municipal Code of the City of Ankeny, Iowa, for the development of the Berwick Estates PUD. The Master Plan layout, including the relationship of uses to each other and the relationship of land use to the general plan framework, and development requirements, shall be used as the implementation guide.

Individual parcels within the PUD may be developed independent of other parcels or tracts, provided the minimum requirements are met, unless modified herein, and the development of the parcel allows for the proper development of other parcels or tracts within the PUD.

It is recognized that shifts or modifications to the Master Plan layout and reasonable adjustments to the PUD Land Use Parcel boundaries may be made in order to establish workable street patterns, storm water management systems or facilities, elevations, grades, and/or usable building sites. Any modifications to the Master Plan considered by the Zoning Administrator to be major or significant and any amendments to the PUD text shall be made pursuant to Subsection 192.15 of the Municipal Code of the City of Ankeny, Iowa.

**SECTION 4 - REQUIRED PLANS** The following plans shall be required as a part of the processing of any development application for any property within the Berwick Estates PUD.

1. Preliminary Plat: For a majority of this property, the Master Plan provides sufficient detail that a Preliminary Plat is not necessary and may be excluded from the development review process. This exclusion applies to all land uses Parcels listed in the Master Plan (except the Future Development Area).

2. Construction Drawings or Site Plans**:** Standard City of Ankeny processes and procedures shall be utilized for preparing, reviewing, and approving drawings to facilitate construction of public or private infrastructure. These are generally referred to Construction Drawings for public subdivision work and Site Plans for private site work. Said Drawings or Plans shall generally conform to the Master Plan and shall be demonstrate that properly sized and located public sanitary sewers, storm sewers, water mains, and streets will be constructed adjacent to or across the respective property in order to fully serve other areas within the PUD.

3. Platting**:** Prior to, or in conjunction with development of any portion of the PUD, said area shall be platted in accordance with the City of Ankeny subdivision regulations to delineate within a plat the parcel to be developed except as noted in this ordinance.

a. Final Plats: A Final Plat shall be the mechanism to create a buildable lot on property within this PUD. Final Plats shall conform to City standards including content, review, and approval.

b. Plats-of-Surveys: In order to facilitate the sale or transfer of ownership of property within the PUD, a Plat-of-Survey may be created in accordance with State Law and submitted to the City of Ankeny for its review and approval following a finding of general compliance within the intent of the PUD. It is understood that the transfer of title of any property in the PUD is an interim measure to facilitate development of the PUD and will ultimately culminate in the Final Platting of the respective property. Parcels created by Plat-of-Survey shall not be buildable and no building permit shall be issued until the parcel is platted as part of a Subdivision Plat is approved and the final plat is recorded. No public or private infrastructure improvements are required to be installed or surety posted for any parcels created by Plat-of-Survey.

c. Outlots: As part of a Subdivision Plat, Outlot(s) may be created to facilitate the sale or transfer of ownership. Outlots shall not be buildable and no building permit shall be issued until such time that a Subdivision Plat is approved and the final plat is recorded that replats said Outlot(s) into one or more regular Subdivision Lots. No public or private infrastructure improvements are required to be installed or surety posted for any temporary Outlots created for the purpose of ownership transfer. Public or private infrastructure may be required and proposed within permanent Outlots created by the Subdivision Plat (eg, stormwater infrastructure in stormwater Outlots).

d. Acquisition Plats: Public street rights-of-way may be established by Acquisition Plat following the review and approval by the City.

e. Postage Stamp Lots: Individual lots created within a common lot or outlot that is owned and controlled by an Owner's Association or condominium regime, commonly referred to as a *Postage Stamp Lot*, are not proposed as part of this PUD and Master Plan and shall not be permitted.

**SECTION 5 - GENERAL CONDITIONS** The following general site development criteria are applicable to the Berwick Estates PUD:

1. Any regulation, standard, provision or requirement that is not specifically addressed within this document that is regulated elsewhere in the Municipal Code of Ankeny, Iowa, the requirements of the Municipal Code shall be enforced.

2. All subdivisions, public streets, public street rights-of-way, public improvements, and other general development improvements shall adhere to the standards and design criteria set forth in the Ankeny Subdivision Ordinance and the Statewide Urban Design Specifications (SUDAS) as adopted or as amended by the City of Ankeny, pertaining thereto, unless otherwise stated within this Ordinance or approved by City Council. To allow for creative residential community design, alternate public ROW sections may be considered to allow for flexibility in unit design and layout.

3. Applicable in all areas located within a 100-year frequency flood hazard zone, or in adjoining drainageways, detention areas, or other storm water management areas involving potential flood hazards, no building shall be erected which has a lowest floor elevation, including basements, of less than one (1) foot above the determined level of the one hundred (100) year frequency flood event; or the building shall be flood proofed to the same elevation. No building shall be erected within 25-feet of any major drainage (as determined by the storm water management plan), storm water detention basin or pond, unless approved by the City.

4. The Developer, its successors and assigns, if any, shall pay all construction and engineering costs for the development and improvement of its property, including improvements located in all rights-of-way to be dedicated to the City, all in accordance with the current City policies and ordinances in effect at the time of development unless otherwise addressed in an approved Development Agreement.

**SECTION 6 - STREET CIRCULATION AND RIGHT-OF-WAY** Appendix B shows a conceptual roadway circulation system including the classification of each road. The minimum standards of each road classification are as follows:

Residential "Collector" Street:
- 70' Right of Way
- 31' wide paving
- Widened to 37' wide and 3-lanes at intersection with NE Berwick Drive
- Widened to 37' wide and 3-lanes at intersection with future arterial street
- No Parking on either side of street
- 5' sidewalk on both sides

Residential "Local" Street:
- 60' Right of Way
- 27' wide paving
- Widened to 37' wide and 3-lanes at intersection with NE Berwick Drive
- Widened to 37' wide and 3-lanes at intersection with future arterial street
- Parking on south and west sides of streets
- 5' sidewalk on both sides

A Traffic Impact Study was completed and approved as part of this PUD approval process and recommends certain physical improvements associated with this development. A summary of the physical improvements recommended by the traffic study is as follows:

- Developer to construct an eastbound right turn lane at NE 78th Ave and NE Berwick Drive, triggered by the first plat of development of Berwick Estates
- Developer to construct an eastbound left turn lane on at NE 62nd Ave and NE Berwick Drive, triggered by 50% build-out of the TIS lot count assumptions. The traffic study assumes 244 units, so the trigger for this improvement will be the platting of the 122nd lot.
- Westbound left turn lane at NE 78th Ave and NE Berwick Drive discussed in the TIS is not required to be constructed by the Developer
- City and County will monitor the traffic for the NE Berwick Drive offset as development occurs in the area and will coordinate/fund a potential project addressing the intersection if/when a project is needed. The City will not require additional payment or construction of lane modifications on NE 78th Ave from the Developer of the Berwick Estates development beyond what is stated above

At a minimum, the Developer of each area shall design the street circulation system and shall extend designated roadways across its plat to adjacent areas. Public street right-of-way shall be dedicated to the City at the time of platting consistent with the above standards or as approved by City Council.

Private streets may be utilized if approved in a site-specific Site Plan and shall establish a private street easement. Said easement shall detail the private street ownership, maintenance, private access rights, and the right of use by the general public and city emergency service vehicles for access and circulation. Alternate curb sections may be allowed on private streets if reviewed and approved by City Council at the time of development.

**SECTION 7 - PEDESTRIAN TRAILS** No trails or oversized sidewalk are proposed within public ROW. Where trails are proposed outside of ROW (rear yards or around ponds), trails shall be contained within either easement or Outlots. If within Outlots, the restrictive covenants shall describe ownership and maintenance provisions of the trail.

## SECTION 8 - OPEN SPACE

1. Various types of open spaces are proposed in the Master Plan including general open space, City parks, pedestrian trails, and storm water detention.
2. Parcel D is to be dedicated to the City for parkland and shall be maintained by the City upon dedication.
3. All other common open space intended for public use (i.e., pedestrian trails or stormwater detention) shall generally be contained within an Outlot or easement. Outlots shall be owned and maintained by the HOA.

## SECTION 9 - PARKLAND DEDICATION

1. All development within this PUD shall comply with the City’s parkland dedication requirements. Provisions provided as part of this Section are intended to fully satisfy the parkland dedication requirements for the entire Berwick Estates development.
2. The parkland dedication area required for Berwick Estates is 7.2 acres as of the time of this writing based on the proposed land uses and concept plans.

| LAND USE PARCEL | LAND USE | AREA (ACRES) | PARKLAND REQUIRED (%) | PARKLAND REQUIRED (ACRES) |
|---|---|---|---|---|
| A | LDR | 42.6 | 5% | 2.1 |
| B | LDR | 24.6 | 5% | 1.2 |
| C | MDR | 25.0 | 10% | 2.5 |
| D | PARKLAND | 7.4 | 0% | 0.0 |
| E | ROW | 1.7 | 0% | 0.0 |
| F | ROW | 0.5 | 0% | 0.0 |
| G | ROW | 2.6 | 0% | 0.0 |
| FDA* | LDR | 27.0 | 5% | 1.4 |
| | **TOTAL PARKLAND REQUIRED:** | | | **7.2** |

**FDA means Future Development Area*

3. The Master Plan (Appendix B) identifies Parcel D as a conceptual parkland location that is to be dedicated to the City of Ankeny as part of the final platting procedures in that area. Parcel D is 7.3 acres and satisfies the City’s parkland dedication requirements.
4. An area called ‘Future Development Area’ is included in parkland calculations as part of this PUD in an attempt to master plan the entire properties owned by the applicant at the time of this PUD writing. The ‘FDA’ is not intended to be a part of the official PUD and rezoning processes due to portions of the ‘FDA’ not being annexed into the City of Ankeny as of the time of this writing. It is anticipated that the ‘FDA’ will be rezoned to “straight” R-1 or R-2 zoning and calculations herein reflect this assumption. It is acknowledged that this PUD may require revisions or alternate parkland dedication arrangements may be necessary if the future rezoning request for the ‘FDA’ is for a different classification than R-1 or R-2 and a higher threshold of parkland dedication requirements are triggered.
5. Should future PUD modifications occur that would result in an increase in required parkland dedication, the difference in parkland dedication shall be satisfied with an agreed-upon arrangement in the PUD modifications including additional land, payment-in-lieu, or both.

**SECTION 10 - SANITARY SEWER SERVICE AND STORM WATER DRAINAGE** Each Developer shall extend sanitary and storm sewers across its plat at sufficient capacity and appropriate elevations and locations to serve the respective service areas. The Developer of all areas within the PUD shall submit to the City for its review and approval, as part of the Subdivision Plat and any Site Plan review and approval process, a sanitary sewer service and storm water drainage plan which satisfies the City's development standards and regulations. Sanitary sewer plan and profile pages in Construction Drawings and/or Site Plans and a site-specific Storm Water Management Plan would generally suffice for the purposes of this Section's requirements.

Sufficient service is defined herein as sanitary sewer and storm water drainage facilities (pipes, structures, drainageways, detention ponds, and similar facilities) adequately sized and designed, including location and depth/elevation, to accommodate the expected flows generated within the service area. Furthermore, the design shall provide for the extension of the facilities across or through the respective Subdivision Plat and/or Site Plan so that all areas within the service area including those located 'upstream' from the Plat and/or Site Plan shall be adequately served.

As previously stated, the Master Plan in Appendix B contains certain pages that are more detailed than necessary in traditional PUD documents. One of the reasons for this is to provide a baseline for utility extensions as it relates to the overall development. The GN-series and GR-series pages function essentially as a Preliminary Plat. As such, Developers shall generally adhere to utility plans depicted in Appendix B in regard to utility extensions to adjacent sites. Since more detail is provided in a traditional PUD Master Plan, special consideration should be made to reasonable modifications and deviations of Construction Drawings, Site Plans, and/or Final Plats from this Master Plan in regard to specific configuration, lot sizing, utility layout, and other provisions.

**SECTION 11 - STORM WATER MANAGEMENT** A Master Storm Water Management Plan (titled "Berwick Estates Master Storm Water Management Plan") is prepared and approved coincident with this PUD. This Master SWMP provides calculations and discussions in regard to storm water detention requirements for a majority of the site. As a part of the review and approval for each Subdivision Plat or Site Plan, a storm water management plan for the area within the Subdivision Plat and/or Site Plan shall be submitted to the City for its approval. Subsequent, plat/site-specific SWMPs will serve the purpose of establishing compliance with the Master SWMP and to provide specific storm water details (i.e., intake and pipe capacity calculations). All storm water management plans shall generally comply with the Master SWMP or provide calculations justifying changes.

**SECTION 12 - LAND USE DESIGN CRITERIA** The following land use design criteria shall apply to the respective Land Use parcels designated on the Berwick Estates Master Plan. The intent of this section is to establish bulk regulation criteria for each Land Use parcel similar to traditional City of Ankeny zoning criteria. Criteria specifically listed herein shall be the governing standards, however a similar City of Ankeny zoning classification is also listed in an effort to direct users to supplemental data for criteria not explicitly listed herein.

1. **Land Use Parcels A and B:** The intent of this parcel is to develop into detached single-family units. The closest similar City of Ankeny zoning classification is R-2. Land Use Parcel sizes and gross densities are planned as shown below:

| Parcel | Size | Maximum Units | Maximum Gross Density |
|---|---|---|---|
| A | 42.6 Acres | 62 Units | 1.46 DU per Ac. |
| B | 24.6 Acres | 58 Units | 2.36 DU per Ac. |

   a. Allowed Uses: All permitted principal and accessory uses and special uses as provided in the City Code for the R-1 and R-2 districts with a restriction to detached single-family uses.

b. Bulk Regulations: All setbacks shall be in accordance with the Height and Bulk Regulations for the R-1 and R-2 districts, except as modified herein. Setbacks are modified in accordance with the following table for each land use.

| Use | Lot Area | Lot Width | Story Height Limit | Front Setback | Side Setback | Sum of Side Setbacks | Rear Setback |
|---|---|---|---|---|---|---|---|
| Single Family – Parcel A | 9,000 sf | 70 ft | 2 | 30 ft | 7.5 ft | 15 ft | 30 ft |
| Single Family – Parcel B | 8,000 sf | 70 ft | 2 | 30 ft | 7.5 ft | 15 ft | 30 ft |

2. **Land Use Parcel C:** The intent of these parcels is to develop into primarily smaller or specialty detached single-family or attached duplex units. The closest similar City of Ankeny zoning classification is R-3 with restrictions. Land Use Parcel sizes and gross densities are planned as shown below:

| Parcel | Size | Maximum Units | Maximum Gross Density |
|---|---|---|---|
| C | 25.0 Acres | 87 Units | 3.48 DU per Ac. |

a. Allowed Uses: All permitted principal and accessory uses and special uses as provided in the City Code for the R-1, R-2, and R-3 districts. Setbacks are modified in accordance with the following table for each land use.

b. Bulk Regulations: All setbacks shall be in accordance with the Height and Bulk Regulations for the R-1, R-2, and R-3 districts, except as modified herein.

| Use | Lot Area | Lot Width | Story Height Limit | Front Setback | Side Setback | Sum of Side Setbacks | Rear Setback |
|---|---|---|---|---|---|---|---|
| Single Family | 5,000 sf | 50 ft | 2 | 25 ft | 5 ft | 10 ft | 30 ft |
| Two-Family | 4,000 sf | 40 ft | 2 | 25 ft | 5 ft | 10 ft | 25 ft |

3. **Land Use Parcel D:** The intent of this parcel is to provide a conceptual location and scope for open space that is to be dedicated to the City of Ankeny as part of the final platting procedures in the respective areas to wholly or partially satisfy parkland dedication requirements.

4. **Land Use Parcels E and F:** The intent of these parcels is to be reserved for NE Berwick Drive right-of-way. This ROW is specifically excluded from the other PUD areas since it is a special acquisition requirement and not a development land use, thus should not be counted towards certain requirements or calculations for this PUD. It is, however, a part of the official rezoning, thus must be acknowledged in the PUD.

5. **Land Use Parcel G:** The intent of this parcel is to be reserved for future NE 38th Street right-of-way. This ROW is specifically excluded from the other PUD areas since it is a special acquisition requirement and not a development land use, thus should not be counted towards certain requirements or calculations for this PUD. It is, however, a part of the official rezoning, thus must be acknowledged in the PUD.

6. **Future Development Area:** The intent of this designation is to attempt to master plan the entire properties owned by the applicant at the time of this PUD writing. The 'FDA' is not intended to be a part of the official PUD and rezoning processes due to portions of the 'FDA' not being annexed into the City of Ankeny as of the time of this writing. It is anticipated that the 'FDA' will be rezoned to "straight" R-1 or R-2 zoning and calculations herein reflect this assumption. It is acknowledged that this PUD may require revisions (specifically regarding alternate parkland dedication arrangements) if the future rezoning request for the 'FDA' is for a different classification than R-1 or R-2 .

## SECTION 13 - GENERAL LANDSCAPE STANDARDS

1. All areas not covered by building or paving shall be landscaped with turf grass, prairie grass, plant beds, shrubs, and/or trees in accordance with open space and landscaping requirements set forth the City Zoning Ordinance.
2. It is anticipated that the Restrictive Covenants will provide specific requirements on individual lots in regard to landscaping requirements. Such requirements would be implemented in an effort to create a canopy of overstory trees decades after development is completed. Specific requirements and species would be specified in the Restrictive Covenants.
3. 25' Buffer Easements are proposed along NE Berwick Drive and future NE 38th Street. These easements will be allowed to overlap PUEs and Gas Easements. No fences or sheds are allowed within the Buffer Easements. Tree/buffer requirements per Ankeny City code are to be within the Buffer Easements.

## SECTION 14 - ARCHITECTURE AND SITE DESIGN REGULATIONS

1. All structures shall comply with the City's architectural standards set forth in the City Zoning Ordinance.
2. All structures shall comply with the Restrictive Covenants as prepared with each respective phase of development.
3. Exhibit B includes general examples of the expectations of architectural character of the structures within Berwick Estates.
4. Side-by-side usage of the exact same frontage elevation for a single-family home shall be avoided where practical. For the sake of clarity, this requirement will not apply to duplex-style homes.

**SECTION 15 - SIGNAGE** All signage shall be in compliance with the City Zoning Code regulations.

**SECTION 16 - DEFINITION** The term "Developer" for the purpose of the Ordinance, shall mean any person, individual, firm, partnership, association, corporation, estate, trust, entity, or agent or same acting or proposing to subdivide land, improve or develop land including grading or installation of utilities, or plat a Land Use Area Parcel (or fractional part therein) within the PUD by improving or grading the parcel, installing utilities, or for the construction of a building or buildings or amenities.

**SECTION 17 - VIOLATIONS AND PENALTIES** Any person who violates the provision of this Ordinance upon conviction shall be punished as set forth in the Municipal Code of the City of Ankeny, Iowa.

**SECTION 18 -** **OTHER REMEDIES** In addition to the provisions set out in Violation and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

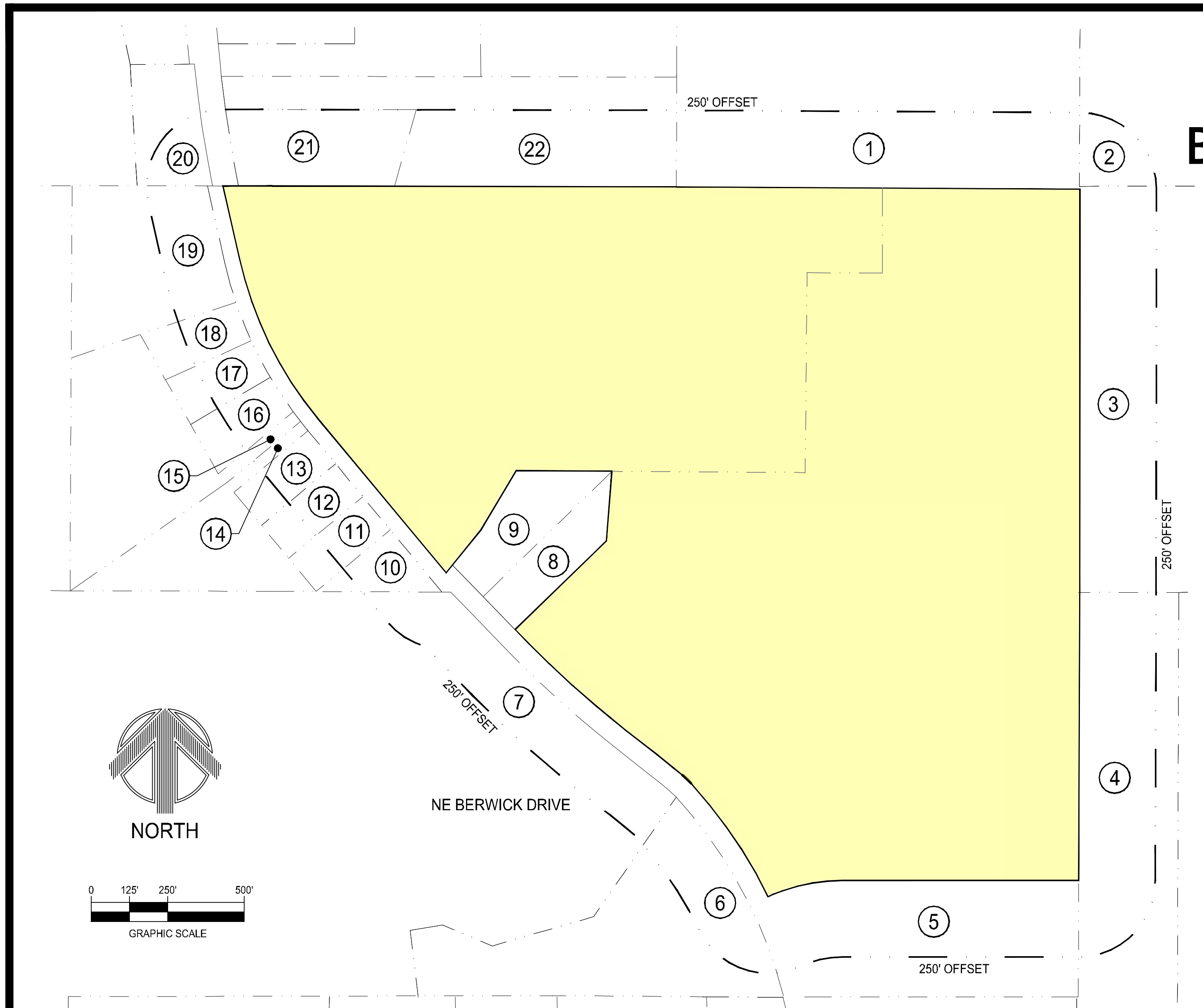
**SECTION 19 -** **REPEALER** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 20 -** **SEVERABILITY CLAUSE** In 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 21 -** **EFFECTIVE DATE** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

**APPENDICIES:**

Appendix A – Rezoning Map Exhibit
Appendix B – Berwick Estates Master Plan (pgs 1-12)
Appendix C – Architectural Character



# Rezoning Exhibit

FOR

# Berwick Estates PUD

Ankeny, Iowa

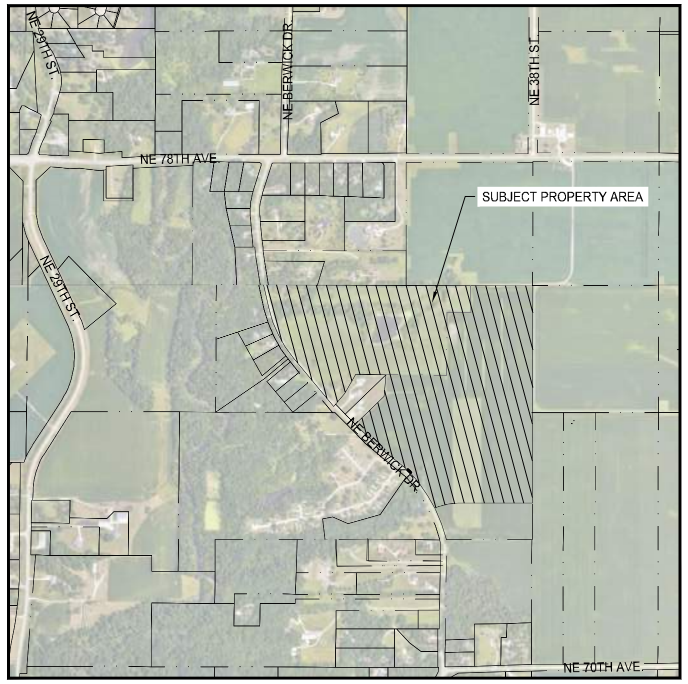
## Owner / Developer

Berwick Holdings LLC
1615 SW Main Street, Ste 207
Ankeny, Iowa 50023

## Zoning

Existing - R-1 (103.98 acres)

Proposed - Berwick PUD (103.98 acres)



## Vicinity Sketch

Scale: 1" = 1,000'

## Rezoning Table

| Parcel Number | Name of Property Owner | Legal Description | Parcel Number | Mailing Address | Total Area of Property | Area within 250' of rezoning | % of Area within 250' of rezoning |
|---|---|---|---|---|---|---|---|
| 1 | Roy & Florence Bishop | NE 1/4 NE 1/4 LESS 1.58 A RD SEC 32-80-23 | 8023-32-226-001 | 3818 NE 78TH AVE<br>ANKENY, IA 50021-9738 | 1,673,575 sf | 329,269 sf | 13.6% |
| 2 | Roy & Florence Bishop | NW 1/4 NW 1/4 LESS 1.58 A RD SEC 33-80-23 | 8023-33-100-001 | 3818 NE 78TH AVE<br>ANKENY, IA 50021-9738 | 1,673,575 sf | 47,153 sf | 2.0% |
| 3 | Roy & Florence Bishop | W 1/2 S 1/2 NW 1/4 SEC 33-80-23 | 8023-33-100-004 | 3818 NE 78TH AVE<br>ANKENY, IA 50021-9738 | 1,742,400 sf | 331,737 sf | 13.7% |
| 4 | Jerry M Bishop | W 1/2 W 1/2 W 1/2 SW 1/4 LESS .25A RD SEC 33-80-23 | 8023-33-300-005 | 4050 NE 78TH AVE<br>ANKENY, IA 50021-9382 | 860,310 sf | 284,344 sf | 11.8% |
| 5 | Berwick Holdings LLC | OUTLOT X DRA ACRES PLAT 1 | 8023-32-426-001 | 1615 SW MAIN ST STE 207<br>ANKENY, IA 50023-7261 | 3,115,689 sf | 242,940 sf | 10.0% |
| 6 | Wesley Investments INC | LTS 5 & 6 PAGLIAI COMPOUND PLAT 1 | 8023-32-400-023 | 7252 NE BERWICK DR<br>ANKENY, IA 50021-9258 | 394,236 sf | 101,743 sf | 4.2% |
| 7 | Third and Collins Properties LLC | EX BEG 1332F N & 955F W OF SE COR OF SEC THN W 1214F NW 221F NE110.5F SE 175F NELY 828F TO W LN OF HWY SELY 754F TO POB- N 1/2 SE 1/4 W OF RD & LESS RD SEC 32-80-23 | 8023-32-400-001 | 2601 SW 35TH ST<br>ANKENY, IA 50023-6203 | 1,267,596 sf | 210,274 sf | 8.7% |
| 8 | Scott Stephenson Aubrey Jungen | LOT 2 DRA ACRES PLAT 1 | 8023-32-252-002 | 7393 NE BERWICK DR<br>ANKENY, IA 50021-9259 | 75,157 sf | 75,157 sf | 3.1% |
| 9 | Richard and Marlis Backus | LOT 1 DRA ACRES PLAT 1 | 8023-32-252-001 | 7403 NE BERWICK DR<br>ANKENY, IA 50021-9260 | 88,266 sf | 88,266 sf | 3.7% |
| 10 | Harold Tyler, Thomas Tyler, Bradley Johnson | LOT 1 OAKWOOD HEIGHTS | 8023-32-176-010 | 1211 NE 31ST ST<br>ANKENY, IA 50021-6694 | 41,599 sf | 35,966 sf | 1.5% |
| 11 | Tyler Thomas | LOT 2 OAKWOOD HEIGHTS | 8023-32-176-009 | 1211 NE 31ST ST<br>ANKENY, IA 50021-6694 | 44,082 sf | 28,059 sf | 1.2% |
| 12 | Bradley Johnson | LOT 3 OAKWOOD HEIGHTS | 8023-32-176-008 | 7470 NE BERWICK DR<br>ANKENY, IA 50021-9260 | 44,082 sf | 28,000 sf | 1.2% |
| 13 | Bradley Johnson | LOT 4 OAKWOOD HEIGHTS | 8023-32-176-007 | 7470 NE BERWICK DR<br>ANKENY, IA 50021-9260 | 44,082 sf | 28,000 sf | 1.2% |
| 14 | Bradley Johnson | LOT 5 OAKWOOD HEIGHTS | 8023-32-176-006 | 7470 NE BERWICK DR<br>ANKENY, IA 50021-9260 | 154,507 sf | 7,820 sf | 0.3% |
| 15 | Tyler Thomas | LOT 6 OAKWOOD HEIGHTS | 8023-32-176-002 | 1211 NE 31ST ST<br>ANKENY, IA 50021-6694 | 269,723 sf | 8,012 sf | 0.3% |
| 16 | Tyler Thomas | LOT 7 OAKWOOD HEIGHTS | 8023-32-176-005 | 1211 NE 31ST ST<br>ANKENY, IA 50021-6694 | 49,092 sf | 30,207 sf | 1.2% |
| 17 | Wayne and Robyn Biehl | LOT 8 OAKWOOD HEIGHTS | 8023-32-176-004 | 7514 NE BERWICK DR<br>ANKENY, IA 50021-9230 | 45,738 sf | 29,091 sf | 1.2% |
| 18 | Elizabeth and Derek Peterson | LOT 9 OAKWOOD HEIGHTS | 8023-32-176-003 | 7534 NE BERWICK DR<br>ANKENY, IA 50021-9230 | 48,046 sf | 29,092 sf | 1.2% |
| 19 | Andrew and Rhonda Swanson | LOT 10 OAKWOOD HEIGHTS | 8023-32-176-001 | 7560 NE BERWICK DR<br>ANKENY, IA 50021-9230 | 233,177 sf | 84,842 sf | 3.5% |
| 20 | Jeremy Brandt | BEG SE COR THN W 280.67F N 396.19F E 244.16F SELY 400.08F TO POB PRT E 27.5A N 1/2 NW 1/4 LYG W OF CL NE BERWICK DR LESS .293A RD SEC 32-80-23 | 8023-32-126-008 | 7630 NE BERWICK DR<br>ANKENY, IA 50021-9262 | 89,602 sf | 35,185 sf | 1.5% |
| 21 | Curtis and Linda Waite | LOT 1 FOURMILE WOODS PLAT 2 | 8023-32-201-010 | 7621 NE BERWICK DR<br>ANKENY, IA 50021-926 | 140,873 sf | 140,873 sf | 5.8% |
| 22 | Jeffery and Karen Glock | LOT 2 FOURMILE WOODS PLAT 2 | 8023-32-201-014 | 7645 NE BERWICK DR<br>ANKENY, IA 50021-9262 | 385,462 sf | 221,506 sf | 9.2% |

## Rezoning Area Description

An irregular tract of land in the Southeast Quarter and Northeast Quarter of Section 32, Township 80 North, Range 23 West of the 5th Principal Meridian, Polk County, Iowa, consisting of Parcel “O” of said Section 32, as shown on the Plat recorded in Book 15089, Page 430 in the Office of the Polk County Recorder, and Outlot 'X' in DRA Acres Plat 1, an Official Plat, as shown on the Plat recorded in Book 15393, Pages 121 through 134 in the Office of the Polk County Recorder, more particularly described as follows:
Beginning at the North Sixteenth Corner between said Section 32 and Section 33, Township 80 North, Range 23 West of the 5th/ Principal Meridian, Polk County, Iowa; thence S0°02'44"W along the east line of said Section 32, 1322.51 feet to the East Quarter Corner of said Section 32; thence S0°11'23"W continuing along the east line of said Section 32, 936.31 feet; thence departing said east line, S90°00'00"W, 771.86 feet; thence southwesterly 200.44 feet along a 580.01-foot radius curve, said curve having a chord of 199.45 feet bearing S80°05'59"W; thence S70°11'58"W, 33.12 feet; thence S63°47'05"W, 17.00 feet to the easterly right-of-way line of Berwick Drive; thence northwesterly 448.73 feet along a 1594.16-foot radius curve, said curve having a chord of 447.25 feet bearing N34°16'45"W; thence northwesterly 38.55 feet along a 283.00-foot radius curve, said curve having a 38.52-foot chord bearing N46°22'15"W; thence N50°14'05"W, 39.79 feet; thence northwesterly 67.29 feet along a 2033.00-foot radius curve, said curve having a chord of 67.29 feet bearing N51°06'34"W; thence N51°59'32"W, 130.76 feet; thence northwesterly 65.18 feet along a 1967.00-foot radius curve, said curve having a chord of 65.18 feet bearing N51°05'13"W; thence N49°56'53"W, 58.49 feet; thence northwesterly 309.96 feet along a 2967.00-foot radius curve, said curve having a chord of 309.82 feet bearing N47°12'13"W; thence N43°56'07"W, 55.40 feet to the southernmost corner of Lot 2 in said DRA Acres Plat 1; thence departing said east right-of-way line and continuing along the southerly line of said Lot 2, N45°51'34"E, 415.00 feet to the southeasterly corner of said Lot 2; thence N4°38'12"E along the easterly line of said Lot 2, 228.29 feet to the northeast corner of Lot 1 of said DRA Acres Plat 1, also being a point on the southerly line of said Parcel “O”; thence N89°36'54"W along the north line of said Lot 1, 312.53 feet; thence S30°57'41"W along the westerly line of said Lot 1, 228.09 feet; thence S39°09'08"W along said westerly line, 178.08 feet; thence departing said westerly line Lot 1 and continuing along the westerly line of said Parcel “O” N39°43'08"W, 652.19 feet; thence continuing along the westerly line of said Parcel “O”, 587.94 feet along a 1246.09-foot radius curve, said curve having a chord of 582.50 feet bearing N26°13'45"W; thence continuing along said westerly line N12°43'06"W, 245.69 feet to the northwest corner of said Parcel “O”; thence S89°55'08"E along the north line of said Parcel “O”, 160.30 feet to the Center-North Sixteenth Corner of said Section 32; thence continuing along said north line S89°53'03"E, 1321.27 feet to the Northeast Sixteenth Corner of said Section 32; thence continuing along the north line of said Parcel “O” S89°40'42"E, 1318.73 feet to the point of beginning.
Described tract of land contains 103.98 acres (4,529,337 square feet), including 1.11 acres of right-of-way (48,545 square feet).
Subject to any and all easements and restrictions of record.

ZONING TABLE NOTES:
1) RIGHT-OF-WAY AREA IS NOT INCLUDED
2) CITY OF ANKENY OWNED PROPERTY THAT IS NOT ROW IS INCLUDED (IE, PARKLAND, GREENBELTS, ETC.)
3) OWNERSHIP INFORMATION PROVIDED VIA POLK COUNTY GIS AS OF 12/12/2023
4) AREA WITHIN 250' OF REZONING IS PROVIDED BASED ON GIS PARCEL LINE DATA

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REZONING EXHIBIT

NORTH

BERWICK ESTATES
PUD

ANKENY, IA
2023000306
NOVEMBER 3, 2023

REVISIONS
12/8/2023
12/12/2023
...
...
...

ENGINEER
J. BECKER

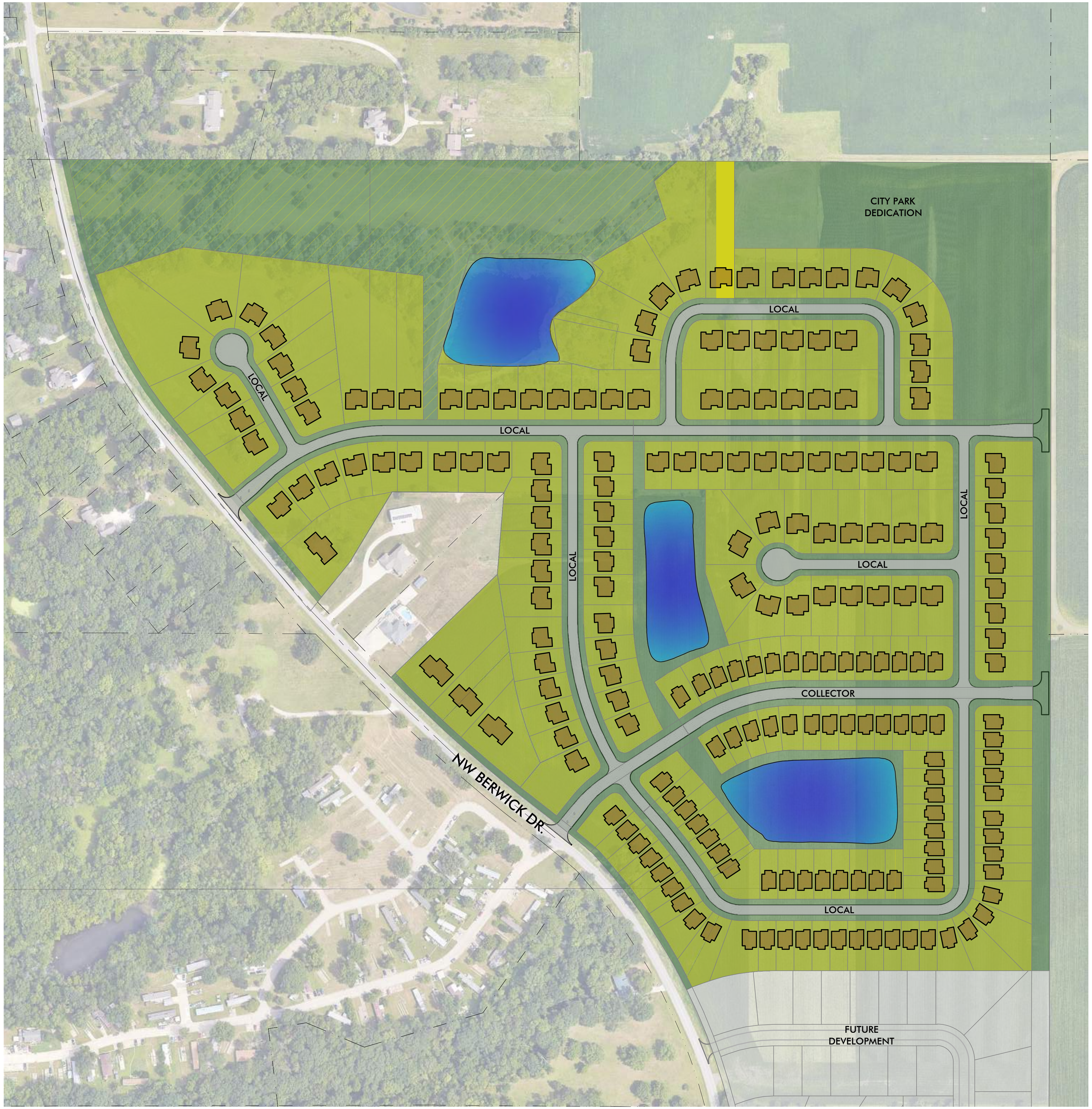
DRAWN BY
J. BECKER

CHECKED BY
J. BECKER

FIELD BOOK NO.

DRAWING NO.
RZ-01

SHEET NO.
1 / 1



# BERWICK ESTATES PUD MASTER PLAN

## Owner / Developer

Berwick Holdings LLC
1615 SW Main Street, Ste 207
Ankeny, IA 50023
Attn: Eric Bohnenkamp
(712) 540-3756

## Engineer / Designer

McClure Engineering Company
1360 NW 121st Street
Clive, IA 50325
Attn: Jake Becker, PE
(515) 964-1229

## Zoning

Existing - R-1
Proposed - Berwick Estates PUD

## NOTES

1. THE INTENT OF THIS MASTER PLAN IS TO PROVIDE SUFFICIENT DETAIL SUCH THAT A TRADITIONAL PRELIMINARY PLAT IS NOT REQUIRED TO DEVELOP PORTIONS OF THIS PROPERTY THAT GENERALLY CONFORM TO THIS MASTER PLAN.
2. AREA DESIGNATED AS "FUTURE DEVELOPMENT" IS NOT A PART OF THIS OFFICIAL REZONING AND PUD DUE TO PORTIONS OF THE AREA NOT BEING ANNEXED INTO THE CITY OF ANKENY AS OF THE TIME OF THIS WRITING. CERTAIN CALCULATIONS INCLUDE THIS AREA IN AN ATTEMPT TO MASTER PLAN THE ENTIRE PROPERTIES OWNED BY THE APPLICANT. IT IS ANTICIPATED THAT THIS FUTURE DEVELOPMENT AREA WILL BE PROCURED SEPARATELY AND WILL REQUIRE SEPARATE APPROVALS, INCLUDING REZONING AND PRELIMINARY PLAT.
3. THE GRAPHICAL RENDERING PROVIDED ON THIS SHEET IS CONCEPTUAL IN NATURE AND INTENDED TO DEMONSTRATE THE GENERAL CHARACTER OF THE DEVELOPMENT. FINAL LAYOUT, CONFIGURATION, AND PRODUCT TYPE MAY REASONABLY DEVIATE FROM THIS PLAN.
4. LAYOUT OF THE CITY PARK DEDICATION IS CONCEPTUAL AND SHOULD NOT BE CONSTRUED AS A PROPOSAL FOR THESE AREAS.
5. THIS DEVELOPMENT WILL REQUIRE CERTAIN ROW DEDICATIONS AS PRESENTED IN THIS PLAN. SAID DEDICATIONS WILL OCCUR WITH RESPECTIVE FINAL PLAT(S) ADJACENT TO THE DEDICATION AREA(S).
6. LOT NUMBERING IS BROKEN OUT BY LAND USE PARCEL FOR SIMPLICITY AND REVIEWABILITY. EACH PLAT SHALL CONTAIN ITS OWN TRADITIONAL NUMBERING NOMENCLATURE AS PART OF ITS FINAL PLAT.
7. BUFFER EASEMENTS SHALL MEET TREE/BUFFER REQUIREMENTS AS DIRECTED BY THE CITY.
8. PROPOSED UTILITY LAYOUTS SHOWN ARE PRELIMINARY AND SUBJECT TO MODIFICATION WITH THE SUBMITTAL OF PUBLIC IMPROVEMENTS CONSTRUCTION DRAWINGS.
9. WATER VALVES ARE TO BE ADDED TO ISOLATE SECTIONS OF WATER MAIN DURING CONSTRUCTION DRAWINGS PHASE(S).
10. AREAS WHERE THERE IS DEFLECTION SHOWN IN WATER MAIN WILL BE ASSESSED DURING CONSTRUCTION DRAWINGS PHASE(S). BENDS MAY BE REQUIRED.
11. UTILITY POLES ALONG NE BERWICK DRIVE MAY NEED RELOCATED. EXACT POLES AND NEW LOCATIONS TO BE DETERMINED DURING CONSTRUCTION DRAWINGS PHASE(S).

SHEET LIST TABLE

| SHEET NO. | SHEET TITLE | SHEET DESCRIPTION |
|---|---|---|
| 1 | MP-01 | MASTER PLAN |
| 2 | MP-02 | PROPOSED LAND USE PLAN |
| 3 | EX-01 | EXISTING CONDITIONS |
| 4 | GN-01 | GENERAL LAYOUT NORTHWEST |
| 5 | GN-02 | GENERAL LAYOUT NORTHEAST |
| 6 | GN-03 | GENERAL LAYOUT SOUTHWEST |
| 7 | GN-04 | GENERAL LAYOUT SOUTHEAST |
| 8 | GR-01 | GRADING PLAN NORTHWEST |
| 9 | GR-02 | GRADING PLAN NORTHEAST |
| 10 | GR-03 | GRADING PLAN SOUTHWEST |
| 11 | GR-04 | GRADING PLAN SOUTHEAST |
| 12 | GR-06 | GRADING PLAN OVERALL |

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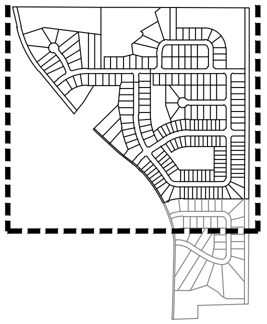
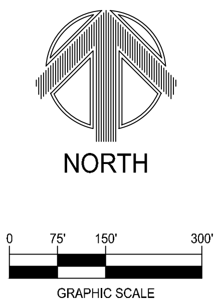


MASTER PLAN



BERWICK ESTATES
MASTER PLAN &
PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

ENGINEER
J. BECKER

DRAWN BY
J. BECKER

CHECKED BY
J. BECKER

FIELD BOOK NO.

DRAWING NO.
MP-01

SHEET NO.
1 / 12

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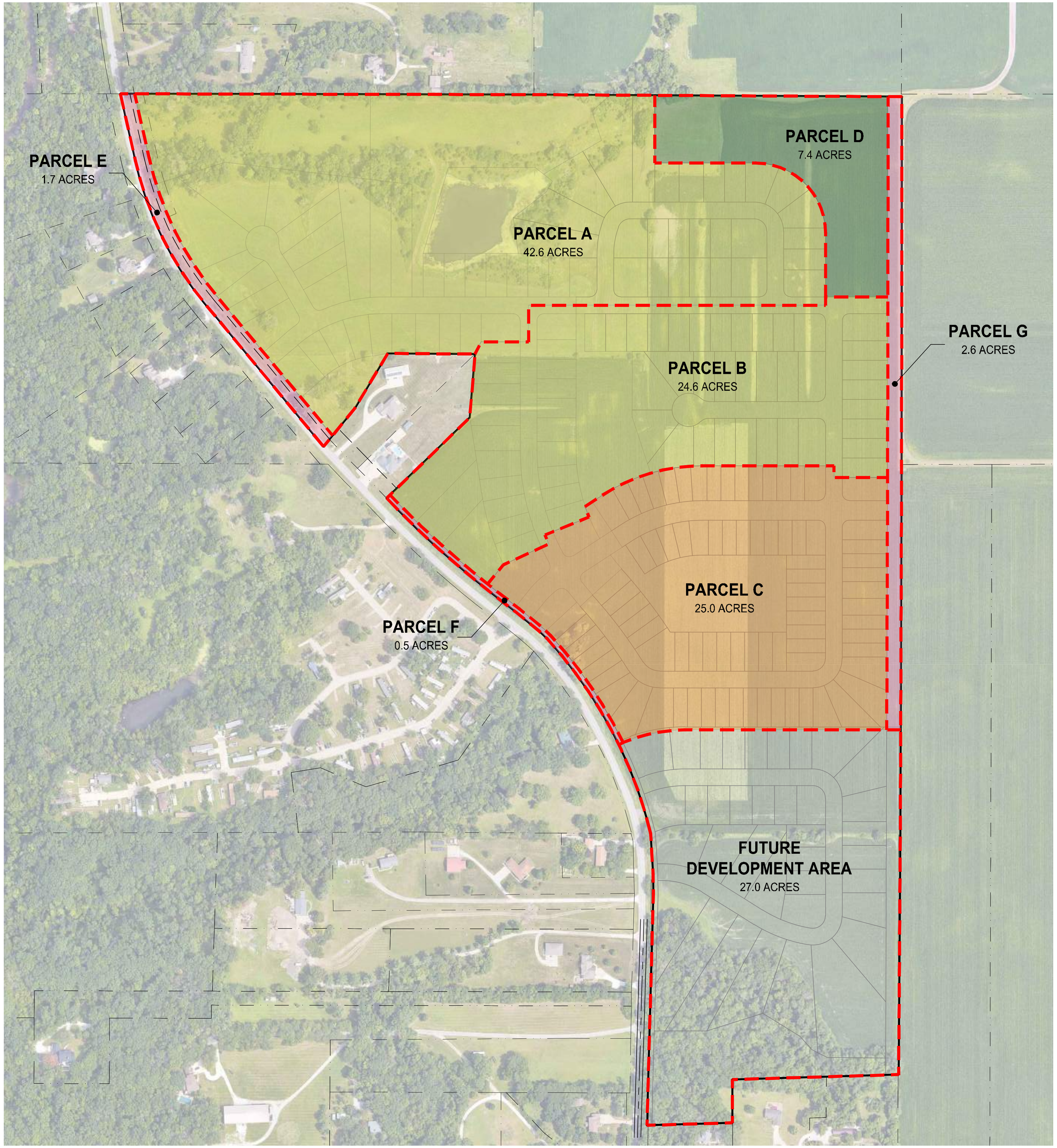

# BERWICK ESTATES PUD LAND USE PLAN

## NOTES

1. ANTICIPATED ROW ACQUISITION FOR BERWICK DRIVE IS INCLUDED AS PARCELS E & F.
2. ANTICIPATED ROW ACQUISITION FOR NE 38TH STREET EXTENSION AND CONSTRUCTION IS INCLUDED AS PARCEL G.
3. THE FUTURE DEVELOPMENT AREA ("FDA") IS NOT INTENDED TO BE PART OF THIS REZONING AND PUD DUE TO PORTIONS OF THE FDA NOT BEING ANNEXED INTO THE CITY OF ANKENY AS OF THE TIME OF THIS WRITING. AN ANNEXATION APPLICATION HAS BEEN MADE AND ANNEXATION PROCESSES ARE ONGOING.
4. THE FDA IS INCLUDED IN CALCULATIONS TO ATTEMPT TO MASTER PLAN THE ENTIRE PROPERTIES OWNED BY THE APPLICANT AS OF THE TIME OF THIS PUD AND REZONING PROCESS. IT IS ANTICIPATED THAT THE FDA WILL BE REZONED TO 'STRAIGHT' R-1 OR R-2 ZONING, AND CALCULATIONS HEREIN REFLECT THIS ASSUMPTION. IT IS ACKNOWLEDGED THAT THIS PUD MAY REQUIRE REVISIONS IF THE ZONING REQUEST IS FOR A DIFFERENT CLASSIFICATION THAN R-1 OR R-2.
5. PARKLAND AREA IS GENERAL AND MAY NOT BE THE FINAL ACREAGE DEDICATED TO THE CITY. FINAL ACREAGE WILL BE DETERMINED DURING FINAL PLATTING OF RESPECTIVE AREAS. THE INTENT OF THIS MAP IS TO PROVIDE A GENERAL FRAMEWORK FOR PARKLAND DEDICATION AND/OR PAYMENT.
6. AREA INTERFACE LINES ARE BASED ON THE GRAPHICAL CONCEPT AND MAY REASONABLY ADJUST BASED ON FINAL LAYOUT PROPOSED DURING FINAL PLATTING STAGES.

## BULK REGULATIONS

SEE PUD TEXT FOR BULK REGULATION TABLES AND DISCUSSION

## DENSITY CALCULATIONS:

| PARCEL | SIZE (ACRES) | MAXIMUM UNITS (UNITS) | MAXIMUM GROSS DENSITY (DU / ACRE) |
|---|---|---|---|
| A | 42.6 | 62 | 1.46 |
| B | 24.6 | 58 | 2.36 |
| C | 25.0 | 87 | 3.48 |
| D | 7.4 | 0 | 0.00 |
| E | 1.7 | 0 | 0.00 |
| F | 0.5 | 0 | 0.00 |
| G | 2.6 | 0 | 0.00 |
| **PUD TOTAL** | **104.4** | **207** | **1.98** |
| FDA* | 27.0 | 37 | 1.37 |
| **PLANNED TOTAL** | **131.4** | **244** | **1.86** |

## LAND USE COMPARISON:

| LAND USE TYPE | 2040 COMPREHENSIVE LAND USE PLAN (ACRES) | (%) | PROPOSED MASTER PLAN (ACRES) | (%) |
|---|---|---|---|---|
| LDR | 75.3 | 72% | 67.2 | 64% |
| MDR | 0 | 0% | 25.0 | 24% |
| HDR | 0 | 0% | 0.0 | 0% |
| COMMERCIAL / MIXED | 0 | 0% | 0.0 | 0% |
| ROW DEDICATION | 0 | 0% | 4.8 | 5% |
| OPEN SPACE | 29.1 | 28% | 7.4 | 7% |
| **PUD TOTAL** | **104.4** | **100%** | **104.4** | **100%** |

## PARKLAND DEDICATION CALCULATION:

| LAND USE PARCEL | LAND USE | AREA (ACRES) | PARKLAND REQUIRED (%) | PARKLAND REQUIRED (ACRES) |
|---|---|---|---|---|
| A | LDR | 42.6 | 5% | 2.1 |
| B | LDR | 24.6 | 5% | 1.2 |
| C | MDR | 25.0 | 10% | 2.5 |
| D | PARKLAND | 7.4 | 0% | 0.0 |
| E | ROW | 1.7 | 0% | 0.0 |
| F | ROW | 0.5 | 0% | 0.0 |
| G | ROW | 2.6 | 0% | 0.0 |
| FDA* | LDR | 27.0 | 5% | 1.4 |
|  |  | TOTAL PARKLAND REQUIRED: |  | 7.2 |

*FDA = FUTURE DEVELOPMENT AREA

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PROPOSED
LAND USE PLAN

NORTH

0 100' 200' 400'
GRAPHIC SCALE

BERWICK ESTATES
MASTER PLAN &
PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

ENGINEER
J. BECKER

DRAWN BY
J. BECKER

CHECKED BY
J. BECKER

FIELD BOOK NO.

DRAWING NO.
MP-02

SHEET NO.
2 / 12

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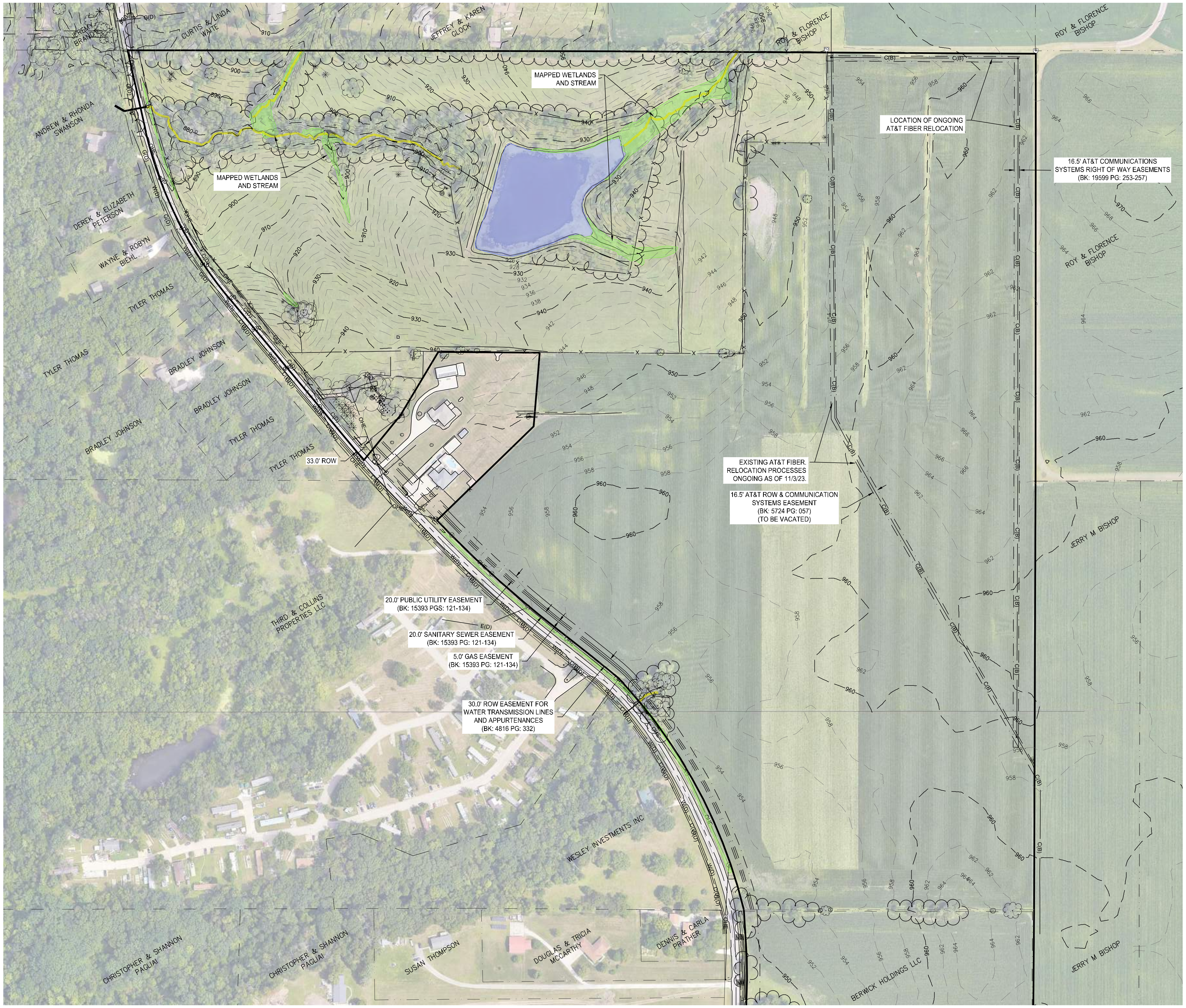
JEREMY BRANDT
CURTIS & LINDA WAITE
JEFFREY & KAREN GLOCK
ROY & FLORENCE BISHOP
MAPPED WETLANDS AND STREAM
MAPPED WETLANDS AND STREAM
LOCATION OF ONGOING AT&T FIBER RELOCATION
16.5' AT&T COMMUNICATIONS SYSTEMS RIGHT OF WAY EASEMENTS (BK: 19599 PG: 253-257)
ANDREW & RHONDA SWANSON
DEREK & ELIZABETH PETERSON
WAYNE & ROBYN BIEHL
TYLER THOMAS
BRADLEY JOHNSON
33.0' ROW
EXISTING AT&T FIBER. RELOCATION PROCESSES ONGOING AS OF 11/3/23.
16.5' AT&T ROW & COMMUNICATION SYSTEMS EASEMENT (BK: 5724 PG: 057) (TO BE VACATED)
JERRY M BISHOP
THIRD & COLLINS PROPERTIES LLC
20.0' PUBLIC UTILITY EASEMENT (BK: 15393 PGS: 121-134)
20.0' SANITARY SEWER EASEMENT (BK: 15393 PG: 121-134)
5.0' GAS EASEMENT (BK: 15393 PG: 121-134)
30.0' ROW EASEMENT FOR WATER TRANSMISSION LINES AND APPURTENANCES (BK: 4816 PG: 332)
WESLEY INVESTMENTS INC
CHRISTOPHER & SHANNON PAGLIAI
SUSAN THOMPSON
DOUGLAS & TRICIA MCCARTHY
DENNIS & CARLA PRATHER
BERWICK HOLDINGS LLC

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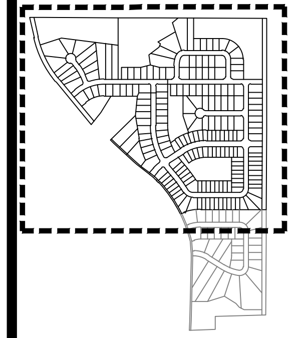

## EXISTING CONDITIONS

NORTH

0 75' 150' 300'
GRAPHIC SCALE

**BERWICK ESTATES**
**MASTER PLAN &**
**PRELIMINARY PLAT**

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

| | |
|---|---|
| ENGINEER<br>J. BECKER | DRAWN BY<br>J. BECKER |
| CHECKED BY<br>J. BECKER | FIELD BOOK NO. |
| DRAWING NO.<br>EX-01 | SHEET NO.<br>3 / 12 |

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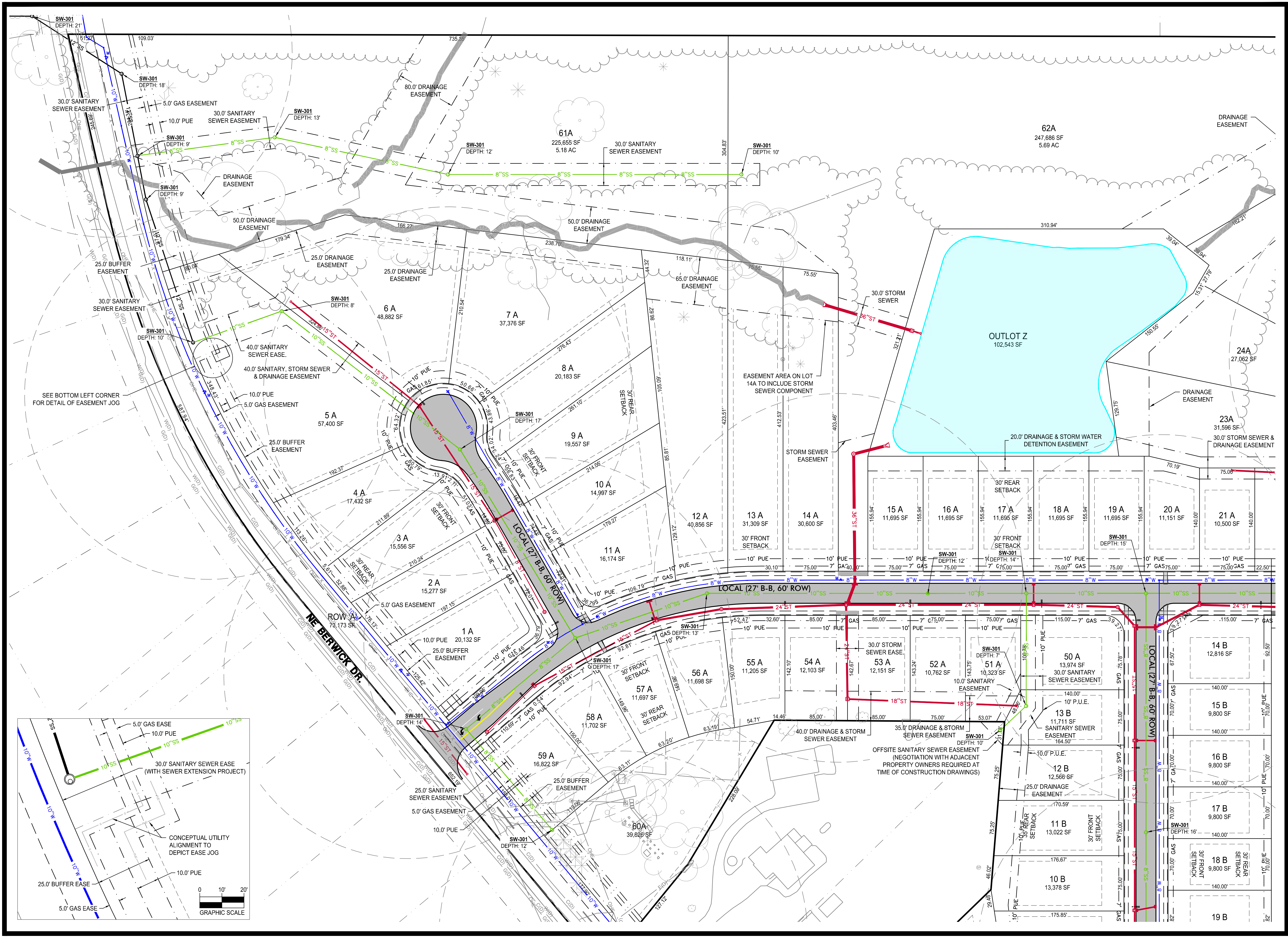
SW-301
DEPTH: 21'
SW-301
DEPTH: 18'
5.0' GAS EASEMENT
30.0' SANITARY SEWER EASEMENT
10.0' PUE
30.0' SANITARY SEWER EASEMENT
SW-301
DEPTH: 13'
80.0' DRAINAGE EASEMENT
61A
225,655 SF
5.18 AC
SW-301
DEPTH: 12'
30.0' SANITARY SEWER EASEMENT
SW-301
DEPTH: 10'
62A
247,686 SF
5.69 AC
DRAINAGE EASEMENT
SW-301
DEPTH: 9'
DRAINAGE EASEMENT
50.0' DRAINAGE EASEMENT
50.0' DRAINAGE EASEMENT
25.0' BUFFER EASEMENT
25.0' DRAINAGE EASEMENT
25.0' DRAINAGE EASEMENT
65.0' DRAINAGE EASEMENT
30.0' STORM SEWER
30.0' SANITARY SEWER EASEMENT
SW-301
DEPTH: 10'
SW-301
DEPTH: 8'
6 A
48,882 SF
7 A
37,376 SF
OUTLOT Z
102,543 SF
24A
27,062 SF
40.0' SANITARY SEWER EASE.
40.0' SANITARY, STORM SEWER & DRAINAGE EASEMENT
8 A
20,183 SF
EASEMENT AREA ON LOT 14A TO INCLUDE STORM SEWER COMPONENT
DRAINAGE EASEMENT
SEE BOTTOM LEFT CORNER FOR DETAIL OF EASEMENT JOG
10.0' PUE
5.0' GAS EASEMENT
5 A
57,400 SF
SW-301
DEPTH: 17'
30' REAR SETBACK
23A
31,596 SF
9 A
19,557 SF
20.0' DRAINAGE & STORM WATER DETENTION EASEMENT
30.0' STORM SEWER & DRAINAGE EASEMENT
25.0' BUFFER EASEMENT
STORM SEWER EASEMENT
30' FRONT SETBACK
10 A
14,997 SF
4 A
17,432 SF
12 A
40,856 SF
13 A
31,309 SF
14 A
30,600 SF
15 A
11,695 SF
16 A
11,695 SF
17 A
11,695 SF
18 A
11,695 SF
19 A
11,695 SF
20 A
11,151 SF
21 A
10,500 SF
30' REAR SETBACK
30' FRONT SETBACK
LOCAL (27' B-B, 60' ROW)
3 A
15,556 SF
11 A
16,174 SF
SW-301
DEPTH: 15'
SW-301
DEPTH: 12'
SW-301
DEPTH: 14'
LOCAL (27' B-B, 60' ROW)
2 A
15,277 SF
5.0' GAS EASEMENT
ROW 'A'
73,173 SF
NE BERWICK DR.
1 A
20,132 SF
10.0' PUE
25.0' BUFFER EASEMENT
SW-301
DEPTH: 13'
30.0' STORM SEWER EASE.
55 A
11,205 SF
54 A
12,103 SF
53 A
12,151 SF
52 A
10,762 SF
SW-301
DEPTH: 7'
51 A
10,323 SF
50 A
13,974 SF
30.0' SANITARY SEWER EASEMENT
14 B
12,816 SF
LOCAL (27' B-B, 60' ROW)
SW-301
DEPTH: 17'
30' FRONT SETBACK
57 A
11,697 SF
56 A
11,698 SF
30' REAR SETBACK
10.0' SANITARY EASEMENT
13 B
11,711 SF
SANITARY SEWER EASEMENT
15 B
9,800 SF
SW-301
DEPTH: 14'
58 A
11,702 SF
40.0' DRAINAGE & STORM SEWER EASEMENT
35.0' DRAINAGE & STORM SEWER EASEMENT
SW-301
DEPTH: 10'
OFFSITE SANITARY SEWER EASEMENT (NEGOTIATION WITH ADJACENT PROPERTY OWNERS REQUIRED AT TIME OF CONSTRUCTION DRAWINGS)
10.0' P.U.E.
12 B
12,566 SF
16 B
9,800 SF
59 A
16,822 SF
25.0' BUFFER EASEMENT
25.0' SANITARY SEWER EASEMENT
5.0' GAS EASEMENT
10.0' PUE
25.0' DRAINAGE EASEMENT
11 B
13,022 SF
17 B
9,800 SF
60A
39,826 SF
SW-301
DEPTH: 12'
SW-301
DEPTH: 16'
18 B
9,800 SF
10 B
13,378 SF
19 B
5.0' GAS EASE
10.0' PUE
30.0' SANITARY SEWER EASE (WITH SEWER EXTENSION PROJECT)
CONCEPTUAL UTILITY ALIGNMENT TO DEPICT EASE JOG
10.0' PUE
25.0' BUFFER EASE
5.0' GAS EASE
0 10' 20'
GRAPHIC SCALE

4/18/2024 2:31 PM
\\mcecdsmgr\01Projects\2023\0306\04-Drawings\Civil\Plan\PUD\General Layout.dwg

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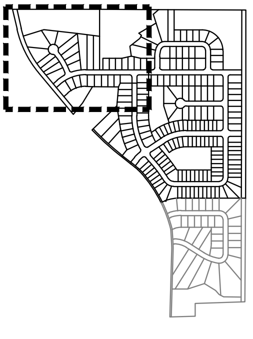
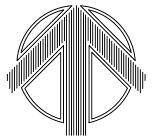


## GENERAL LAYOUT NORTHWEST



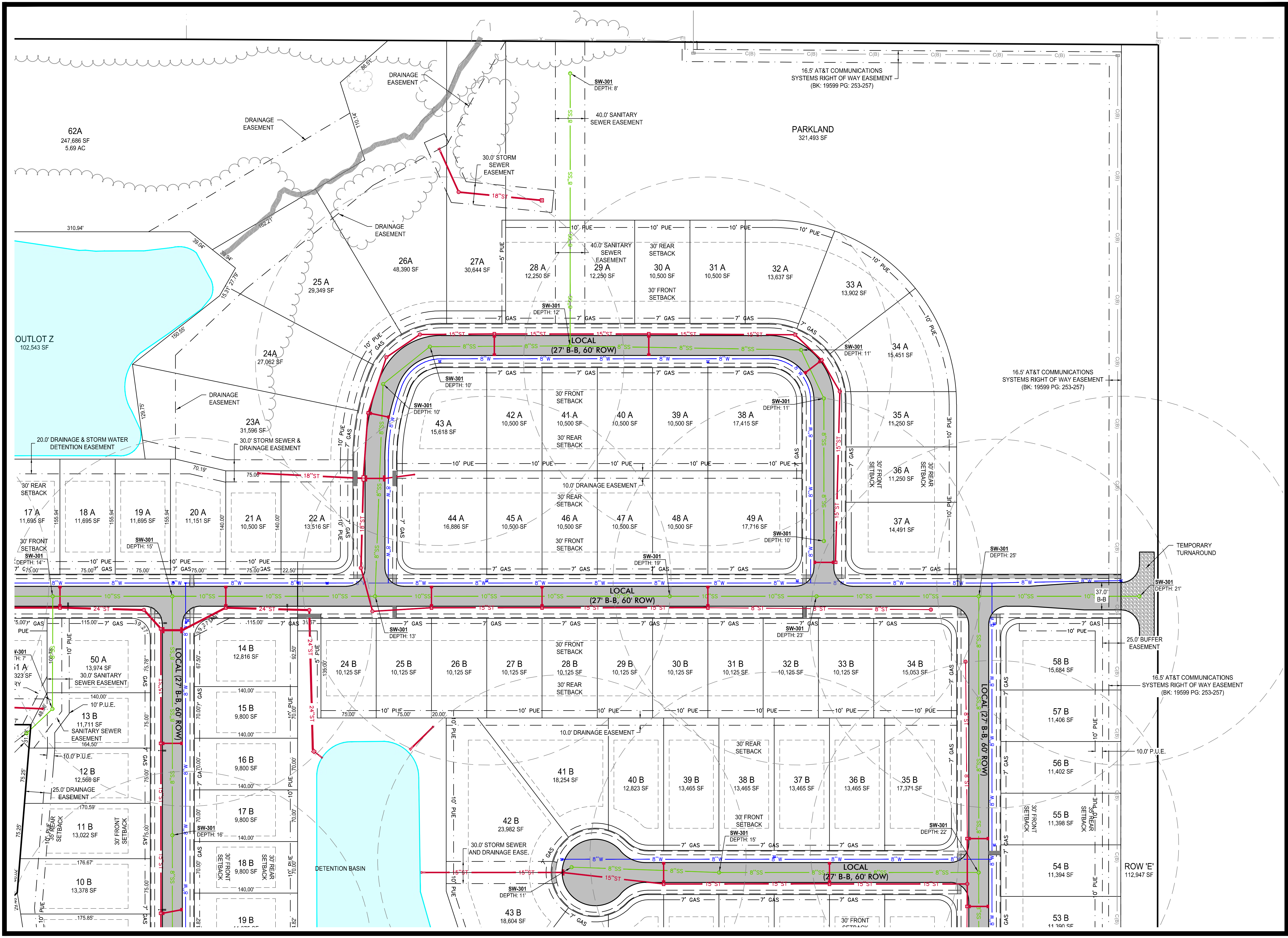
0 30' 60' 120'
GRAPHIC SCALE

## BERWICK ESTATES MASTER PLAN & PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

| ENGINEER | DRAWN BY |
|---|---|
| J. BECKER | J. BECKER |
| CHECKED BY | FIELD BOOK NO. |
| J. BECKER | |
| DRAWING NO. | SHEET NO. |
| GN-01 | 4 / 12 |


62A
247,686 SF
5.69 AC
OUTLOT Z
102,543 SF
PARKLAND
321,493 SF
DRAINAGE EASEMENT
30.0' STORM SEWER EASEMENT
40.0' SANITARY SEWER EASEMENT
16.5' AT&T COMMUNICATIONS SYSTEMS RIGHT OF WAY EASEMENT (BK: 19599 PG: 253-257)
SW-301 DEPTH: 8'
20.0' DRAINAGE & STORM WATER DETENTION EASEMENT
30.0' STORM SEWER & DRAINAGE EASEMENT
10.0' DRAINAGE EASEMENT
30.0' STORM SEWER AND DRAINAGE EASE.
25.0' BUFFER EASEMENT
25.0' DRAINAGE EASEMENT
30.0' SANITARY SEWER EASEMENT
13 B 11,711 SF SANITARY SEWER EASEMENT
10.0' P.U.E.
TEMPORARY TURNAROUND
DETENTION BASIN
ROW 'E' 112,947 SF
LOCAL (27' B-B, 60' ROW)
30' FRONT SETBACK
30' REAR SETBACK
10' PUE
7' GAS
8"SS
8"W
10"SS
15"ST
18"ST
24"ST
37.0' B-B
17 A 11,695 SF
18 A 11,695 SF
19 A 11,695 SF
20 A 11,151 SF
21 A 10,500 SF
22 A 13,516 SF
23A 31,596 SF
24A 27,062 SF
25 A 29,349 SF
26A 48,390 SF
27A 30,644 SF
28 A 12,250 SF
29 A 12,250 SF
30 A 10,500 SF
31 A 10,500 SF
32 A 13,637 SF
33 A 13,902 SF
34 A 15,451 SF
35 A 11,250 SF
36 A 11,250 SF
37 A 14,491 SF
38 A 17,415 SF
39 A 10,500 SF
40 A 10,500 SF
41 A 10,500 SF
42 A 10,500 SF
43 A 15,618 SF
44 A 16,886 SF
45 A 10,500 SF
46 A 10,500 SF
47 A 10,500 SF
48 A 10,500 SF
49 A 17,716 SF
50 A 13,974 SF
10 B 13,378 SF
11 B 13,022 SF
12 B 12,566 SF
14 B 12,816 SF
15 B 9,800 SF
16 B 9,800 SF
17 B 9,800 SF
18 B 9,800 SF
19 B
24 B 10,125 SF
25 B 10,125 SF
26 B 10,125 SF
27 B 10,125 SF
28 B 10,125 SF
29 B 10,125 SF
30 B 10,125 SF
31 B 10,125 SF
32 B 10,125 SF
33 B 10,125 SF
34 B 15,053 SF
35 B 17,371 SF
36 B 13,465 SF
37 B 13,465 SF
38 B 13,465 SF
39 B 13,465 SF
40 B 12,823 SF
41 B 18,254 SF
42 B 23,982 SF
43 B 18,604 SF
53 B
54 B 11,394 SF
55 B 11,398 SF
56 B 11,402 SF
57 B 11,406 SF
58 B 15,684 SF
SW-301 DEPTH: 10'
SW-301 DEPTH: 11'
SW-301 DEPTH: 12'
SW-301 DEPTH: 13'
SW-301 DEPTH: 14'
SW-301 DEPTH: 15'
SW-301 DEPTH: 16'
SW-301 DEPTH: 19'
SW-301 DEPTH: 21'
SW-301 DEPTH: 22'
SW-301 DEPTH: 23'
SW-301 DEPTH: 25'
C(B)

\\mcecdsmpr01\Projects\2023\0030\06 -Drawings\Civil\Plan\PUD\General Layout.dwg
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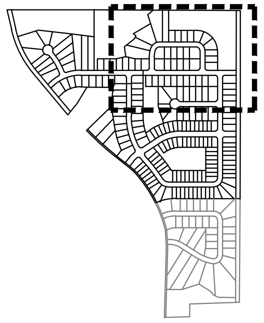
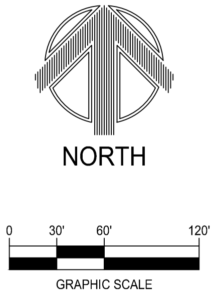


GENERAL LAYOUT
NORTHEAST


NORTH
0
30'
60'
120'
GRAPHIC SCALE

BERWICK ESTATES
MASTER PLAN &
PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

| ENGINEER | DRAWN BY |
|---|---|
| J. BECKER | J. BECKER |
| CHECKED BY | FIELD BOOK NO. |
| J. BECKER | |
| DRAWING NO. | SHEET NO. |
| GN-02 | 5 / 12 |

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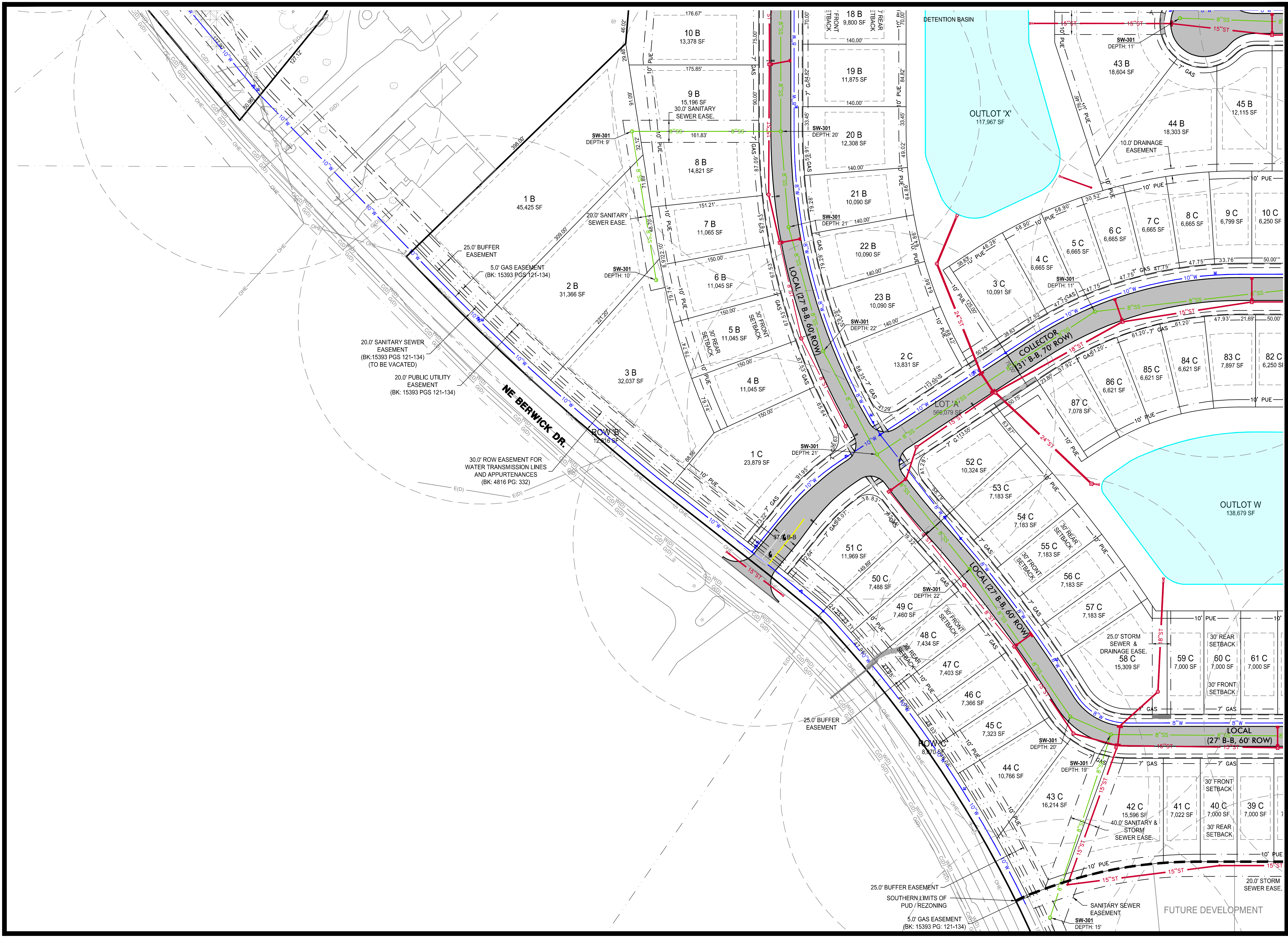
NE BERWICK DR.
LOCAL (27' B-B, 60' ROW)
COLLECTOR (31' B-B, 70' ROW)
LOCAL (27' B-B, 60' ROW)
10 B 13,378 SF
9 B 15,196 SF 30.0' SANITARY SEWER EASE.
8 B 14,821 SF
7 B 11,065 SF
6 B 11,045 SF
5 B 11,045 SF
4 B 11,045 SF
1 B 45,425 SF
2 B 31,366 SF
3 B 32,037 SF
1 C 23,879 SF
18 B 9,800 SF
19 B 11,875 SF
20 B 12,308 SF
21 B 10,090 SF
22 B 10,090 SF
23 B 10,090 SF
2 C 13,831 SF
3 C 10,091 SF
4 C 6,665 SF
5 C 6,665 SF
6 C 6,665 SF
7 C 6,665 SF
8 C 6,665 SF
9 C 6,799 SF
10 C 6,250 SF
43 B 18,604 SF
44 B 18,303 SF
45 B 12,115 SF
OUTLOT 'X' 117,967 SF
DETENTION BASIN
LOT 'A' 566,079 SF
82 C 6,250 SF
83 C 7,897 SF
84 C 6,621 SF
85 C 6,621 SF
86 C 6,621 SF
87 C 7,078 SF
OUTLOT W 138,679 SF
52 C 10,324 SF
53 C 7,183 SF
54 C 7,183 SF
55 C 7,183 SF
56 C 7,183 SF
57 C 7,183 SF
58 C 15,309 SF
59 C 7,000 SF
60 C 7,000 SF
61 C 7,000 SF
51 C 11,969 SF
50 C 7,488 SF
49 C 7,460 SF
48 C 7,434 SF
47 C 7,403 SF
46 C 7,366 SF
45 C 7,323 SF
44 C 10,766 SF
43 C 16,214 SF
42 C 15,596 SF
41 C 7,022 SF
40 C 7,000 SF
39 C 7,000 SF
ROW 'B' 12,216 SF
ROW 'C' 8,670 SF
20.0' SANITARY SEWER EASE.
25.0' BUFFER EASEMENT
5.0' GAS EASEMENT (BK: 15393 PGS 121-134)
20.0' SANITARY SEWER EASEMENT (BK:15393 PGS 121-134) (TO BE VACATED)
20.0' PUBLIC UTILITY EASEMENT (BK: 15393 PGS 121-134)
30.0' ROW EASEMENT FOR WATER TRANSMISSION LINES AND APPURTENANCES (BK: 4816 PG: 332)
10.0' DRAINAGE EASEMENT
25.0' STORM SEWER & DRAINAGE EASE.
40.0' SANITARY & STORM SEWER EASE.
20.0' STORM SEWER EASE.
SANITARY SEWER EASEMENT
25.0' BUFFER EASEMENT
SOUTHERN LIMITS OF PUD / REZONING
5.0' GAS EASEMENT (BK: 15393 PG: 121-134)
FUTURE DEVELOPMENT
30' FRONT SETBACK
30' REAR SETBACK
10' PUE
7' GAS
SW-301 DEPTH: 9'
SW-301 DEPTH: 10'
SW-301 DEPTH: 20'
SW-301 DEPTH: 21'
SW-301 DEPTH: 22'
SW-301 DEPTH: 11'
SW-301 DEPTH: 19'
SW-301 DEPTH: 15'
8"SS
10"W
8"W
15"ST
18"ST
24"ST
37' B-B

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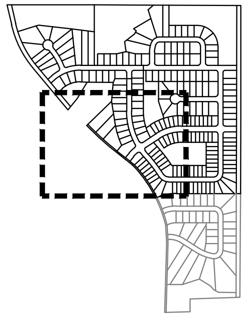
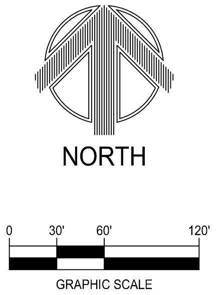


# GENERAL LAYOUT SOUTHWEST

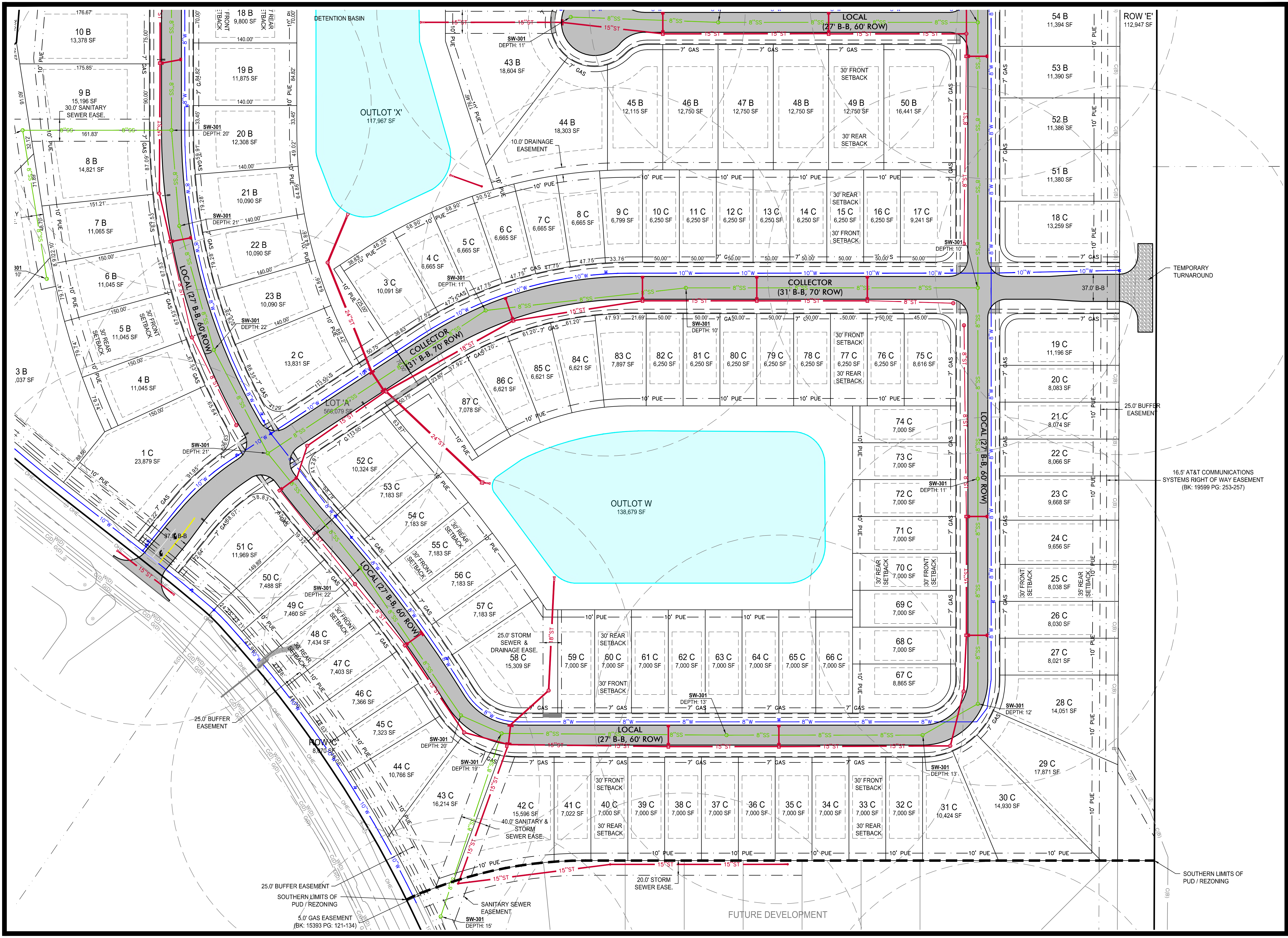

NORTH
0
30'
60'
120'
GRAPHIC SCALE

## BERWICK ESTATES MASTER PLAN & PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

| ENGINEER | DRAWN BY |
|---|---|
| J. BECKER | J. BECKER |
| CHECKED BY | FIELD BOOK NO. |
| J. BECKER | |
| DRAWING NO. | SHEET NO. |
| GN-03 | 6 / 12 |



DETENTION BASIN
OUTLOT 'X'
117,967 SF
OUTLOT W
138,679 SF
LOT 'A'
566,079 SF
LOCAL
(27' B-B, 60' ROW)
COLLECTOR
(31' B-B, 70' ROW)
LOCAL (27' B-B, 60' ROW)
ROW 'E'
112,947 SF
ROW 'C'
8,870 SF
TEMPORARY TURNAROUND
37.0' B-B
25.0' BUFFER EASEMENT
16.5' AT&T COMMUNICATIONS SYSTEMS RIGHT OF WAY EASEMENT (BK: 19599 PG: 253-257)
SOUTHERN LIMITS OF PUD / REZONING
FUTURE DEVELOPMENT
20.0' STORM SEWER EASE.
SANITARY SEWER EASEMENT
5.0' GAS EASEMENT (BK: 15393 PG: 121-134)
25.0' STORM SEWER & DRAINAGE EASE.
40.0' SANITARY & STORM SEWER EASE.
10.0' DRAINAGE EASEMENT
30.0' SANITARY SEWER EASE.
30' FRONT SETBACK
30' REAR SETBACK
35' REAR SETBACK
10' PUE
7' GAS
8"SS
8"W
10"W
15"ST
18"ST
24"ST
SW-301
10 B 13,378 SF
9 B 15,196 SF
8 B 14,821 SF
7 B 11,065 SF
6 B 11,045 SF
5 B 11,045 SF
4 B 11,045 SF
3 B
1 C 23,879 SF
18 B 9,800 SF
19 B 11,875 SF
20 B 12,308 SF
21 B 10,090 SF
22 B 10,090 SF
23 B 10,090 SF
2 C 13,831 SF
3 C 10,091 SF
4 C 6,665 SF
5 C 6,665 SF
6 C 6,665 SF
7 C 6,665 SF
8 C 6,665 SF
9 C 6,799 SF
10 C 6,250 SF
11 C 6,250 SF
12 C 6,250 SF
13 C 6,250 SF
14 C 6,250 SF
15 C 6,250 SF
16 C 6,250 SF
17 C 9,241 SF
43 B 18,604 SF
44 B 18,303 SF
45 B 12,115 SF
46 B 12,750 SF
47 B 12,750 SF
48 B 12,750 SF
49 B 12,750 SF
50 B 16,441 SF
54 B 11,394 SF
53 B 11,390 SF
52 B 11,386 SF
51 B 11,380 SF
18 C 13,259 SF
19 C 11,196 SF
20 C 8,083 SF
21 C 8,074 SF
22 C 8,066 SF
23 C 9,668 SF
24 C 9,656 SF
25 C 8,038 SF
26 C 8,030 SF
27 C 8,021 SF
28 C 14,051 SF
29 C 17,871 SF
30 C 14,930 SF
31 C 10,424 SF
32 C 7,000 SF
33 C 7,000 SF
34 C 7,000 SF
35 C 7,000 SF
36 C 7,000 SF
37 C 7,000 SF
38 C 7,000 SF
39 C 7,000 SF
40 C 7,000 SF
41 C 7,022 SF
42 C 15,596 SF
43 C 16,214 SF
44 C 10,766 SF
45 C 7,323 SF
46 C 7,366 SF
47 C 7,403 SF
48 C 7,434 SF
49 C 7,460 SF
50 C 7,488 SF
51 C 11,969 SF
52 C 10,324 SF
53 C 7,183 SF
54 C 7,183 SF
55 C 7,183 SF
56 C 7,183 SF
57 C 7,183 SF
58 C 15,309 SF
59 C 7,000 SF
60 C 7,000 SF
61 C 7,000 SF
62 C 7,000 SF
63 C 7,000 SF
64 C 7,000 SF
65 C 7,000 SF
66 C 7,000 SF
67 C 8,865 SF
68 C 7,000 SF
69 C 7,000 SF
70 C 7,000 SF
71 C 7,000 SF
72 C 7,000 SF
73 C 7,000 SF
74 C 7,000 SF
75 C 8,616 SF
76 C 6,250 SF
77 C 6,250 SF
78 C 6,250 SF
79 C 6,250 SF
80 C 6,250 SF
81 C 6,250 SF
82 C 6,250 SF
83 C 7,897 SF
84 C 6,621 SF
85 C 6,621 SF
86 C 6,621 SF
87 C 7,078 SF

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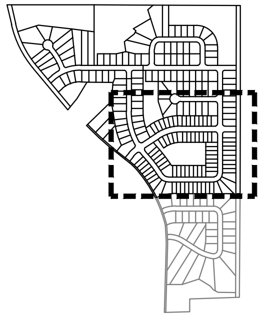

## GENERAL LAYOUT SOUTHEAST

NORTH

0 30' 60' 120'
GRAPHIC SCALE

## BERWICK ESTATES MASTER PLAN & PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

ENGINEER
J. BECKER

DRAWN BY
J. BECKER

CHECKED BY
J. BECKER

FIELD BOOK NO.

DRAWING NO.
GN-04

SHEET NO.
7 / 12

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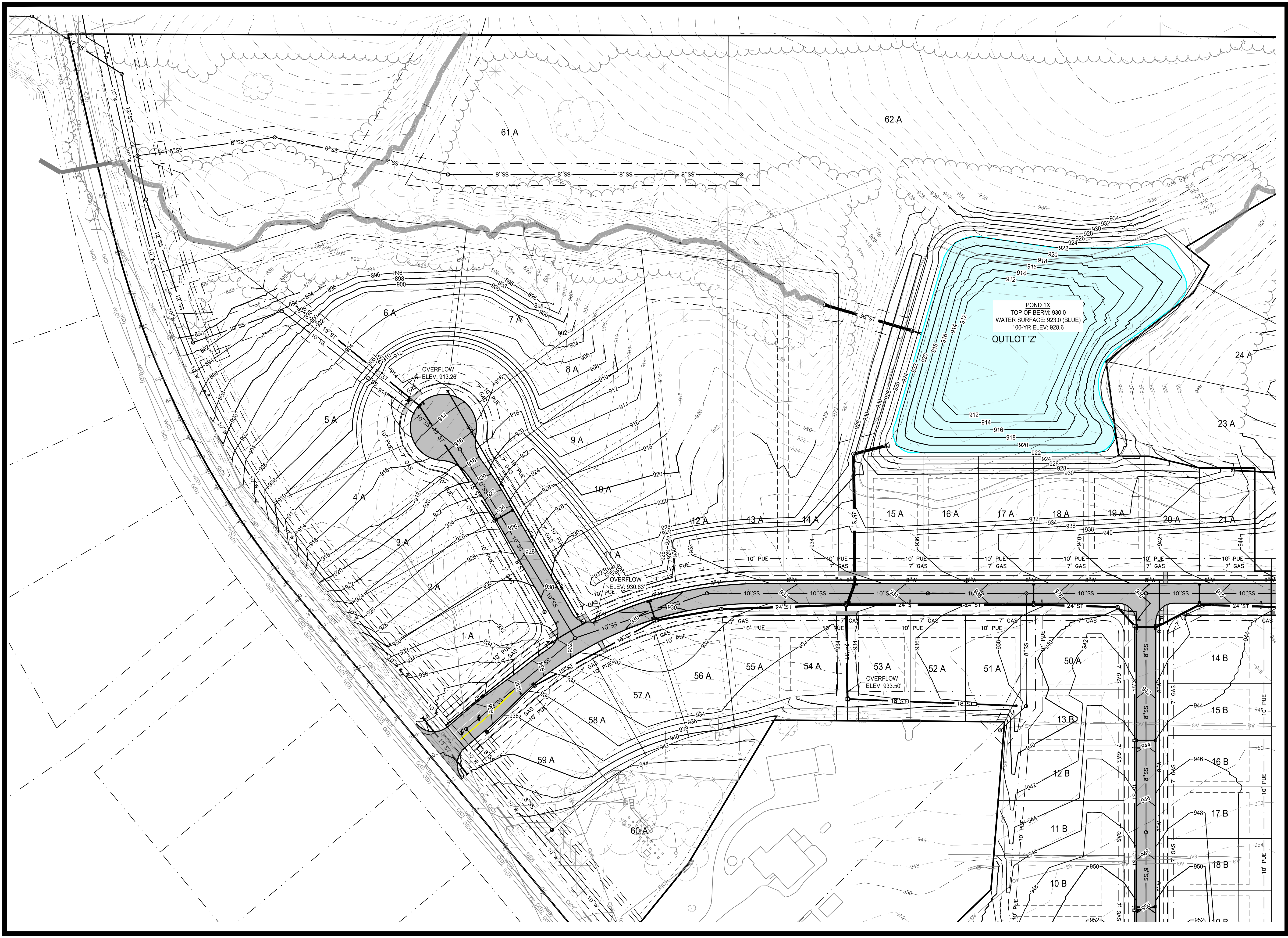
61 A
62 A
6 A
7 A
8 A
9 A
10 A
11 A
12 A
13 A
14 A
15 A
16 A
17 A
18 A
19 A
20 A
21 A
23 A
24 A
5 A
4 A
3 A
2 A
1 A
56 A
55 A
54 A
53 A
52 A
51 A
50 A
57 A
58 A
59 A
60 A
13 B
12 B
11 B
10 B
14 B
15 B
16 B
17 B
18 B
POND 1X
TOP OF BERM: 930.0
WATER SURFACE: 923.0 (BLUE)
100-YR ELEV: 928.6
OUTLOT 'Z'
OVERFLOW
ELEV: 913.26'
OVERFLOW
ELEV: 930.63'
OVERFLOW
ELEV: 933.50'
36" ST
24" ST
18" ST
15" ST
10" SS
8" SS
12" SS
8" W
10" W
10' PUE
7' GAS

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Clive, Iowa 50325
515-964-1229
fax 515-964-2370

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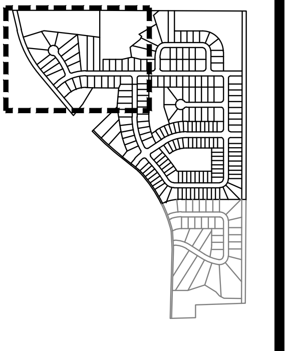

## GRADING PLAN
## NORTHWEST

NORTH

0 30' 60' 120'
GRAPHIC SCALE

**BERWICK ESTATES**
**MASTER PLAN &**
**PRELIMINARY PLAT**

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

ENGINEER
J. BECKER

DRAWN BY
J. BECKER

CHECKED BY
J. BECKER

FIELD BOOK NO.

DRAWING NO.
GR-01

SHEET NO.
8 / 12

4/18/2024 2:32 PM
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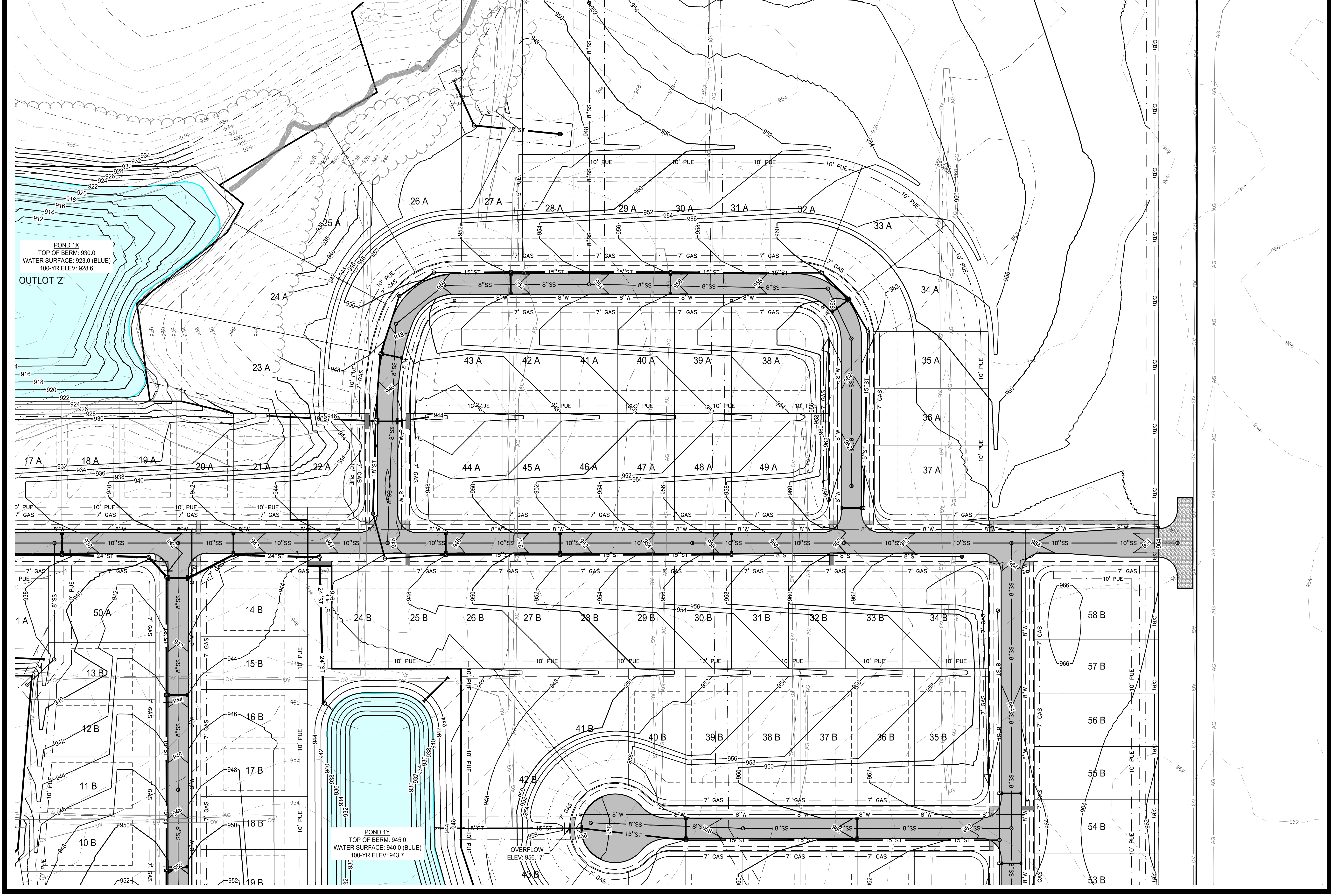
## GRADING NOTES

1. ELEVATIONS PROVIDED HEREIN ARE PRELIMINARY IN NATURE BASED ON THE GRADING AT THE TIME OF THIS MASTER PLAN AND IS SUBJECT TO CHANGE.
2. MPEs/MOEs/etc SHALL BE ESTABLISHED WHERE NECESSARY DURING CONSTRUCTION DRAWINGS/SITE PLAN STAGES AND RECORDED AS PART OF THE RESPECTIVE FINAL PLATS
3. LOTS THAT DRAIN FROM REAR TO THE FRONT WILL BE REQUIRED TO GRADE SIDE YARDS IN THEIR FINAL CONDITION.


POND 1X
TOP OF BERM: 930.0
WATER SURFACE: 923.0 (BLUE)
100-YR ELEV: 928.6
OUTLOT 'Z'
POND 1Y
TOP OF BERM: 945.0
WATER SURFACE: 940.0 (BLUE)
100-YR ELEV: 943.7
OVERFLOW
ELEV: 956.17'
1 A
10 B
11 B
12 B
13 B
14 B
15 B
16 B
17 A
17 B
18 A
18 B
19 A
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20 A
21 A
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43 B
44 A
45 A
46 A
47 A
48 A
49 A
50 A
53 B
54 B
55 B
56 B
57 B
58 B
10' PUE
7' GAS
8"W
8"SS
10"SS
15"ST
18"ST
24"ST
C(B)
AG
NORTH
0
30'
60'
120'
GRAPHIC SCALE

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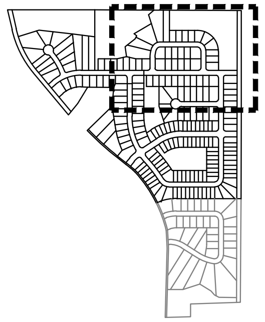

### GRADING PLAN
### NORTHEAST

### BERWICK ESTATES
### MASTER PLAN &
### PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

ENGINEER
J. BECKER

DRAWN BY
J. BECKER

CHECKED BY
J. BECKER

FIELD BOOK NO.

DRAWING NO.
GR-02

SHEET NO.
9 / 12

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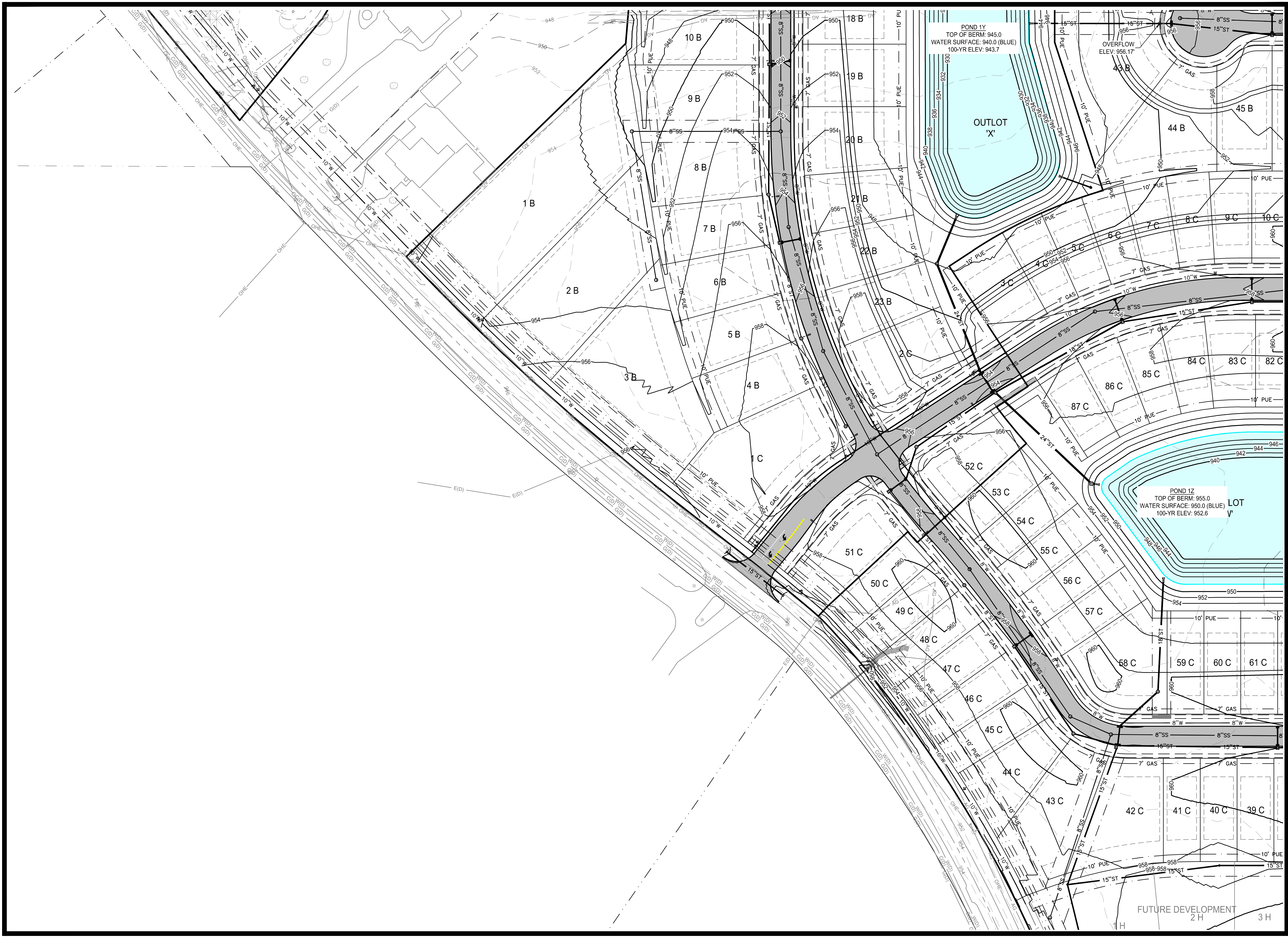

POND 1Y
TOP OF BERM: 945.0
WATER SURFACE: 940.0 (BLUE)
100-YR ELEV: 943.7
OUTLOT
'X'
OVERFLOW
ELEV: 956.17'
POND 1Z
TOP OF BERM: 955.0
WATER SURFACE: 950.0 (BLUE)
100-YR ELEV: 952.6
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2 B
3 B
4 B
5 B
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7 B
8 B
9 B
10 B
18 B
19 B
20 B
21 B
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53 C
54 C
55 C
56 C
57 C
58 C
59 C
60 C
61 C
82 C
83 C
84 C
85 C
86 C
87 C
10' PUE
7' GAS
8"SS
8"W
10"W
15"ST
18"ST
24"ST
OHE
FUTURE DEVELOPMENT
1 H
2 H
3 H

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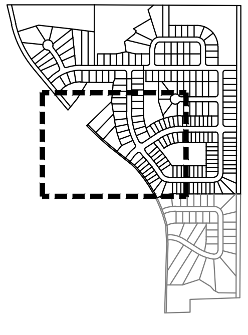
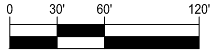


## GRADING PLAN
## SOUTHWEST

NORTH



GRAPHIC SCALE

**BERWICK ESTATES**
**MASTER PLAN &**
**PRELIMINARY PLAT**

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

| ENGINEER | DRAWN BY |
|---|---|
| J. BECKER | J. BECKER |
| CHECKED BY | FIELD BOOK NO. |
| J. BECKER | |
| DRAWING NO. | SHEET NO. |
| GR-03 | 10 / 12 |

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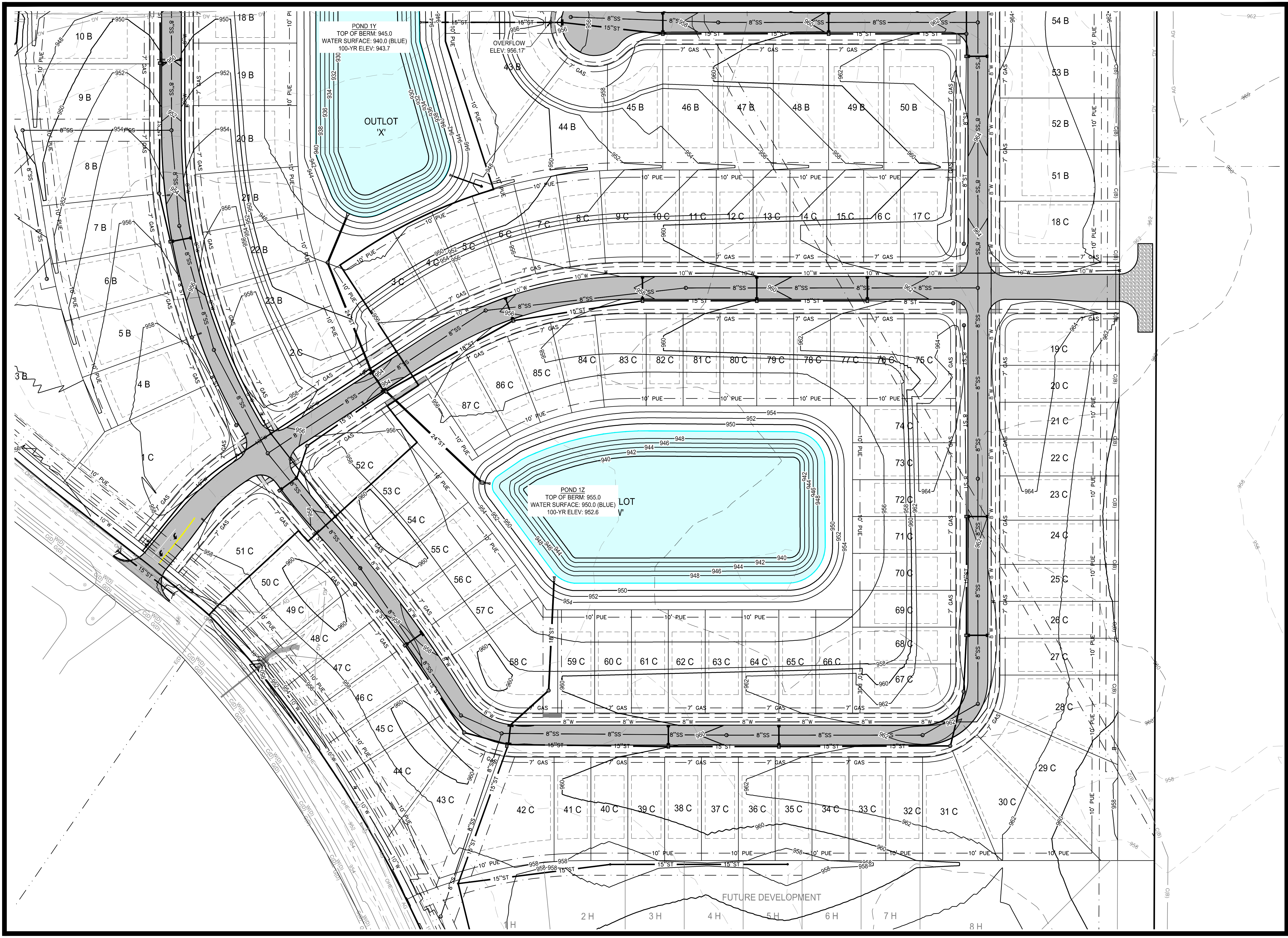
POND 1Y
TOP OF BERM: 945.0
WATER SURFACE: 940.0 (BLUE)
100-YR ELEV: 943.7
OUTLOT
'X'
OVERFLOW
ELEV: 956.17'
POND 1Z
TOP OF BERM: 955.0
WATER SURFACE: 950.0 (BLUE)
100-YR ELEV: 952.6
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7 B
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5 B
4 B
3 B
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24"ST
10"W
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AG

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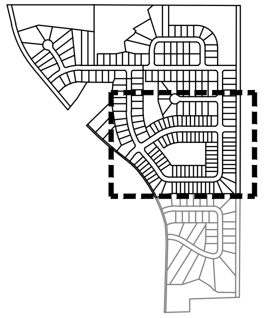


NORTH

0 30' 60' 120'
GRAPHIC SCALE

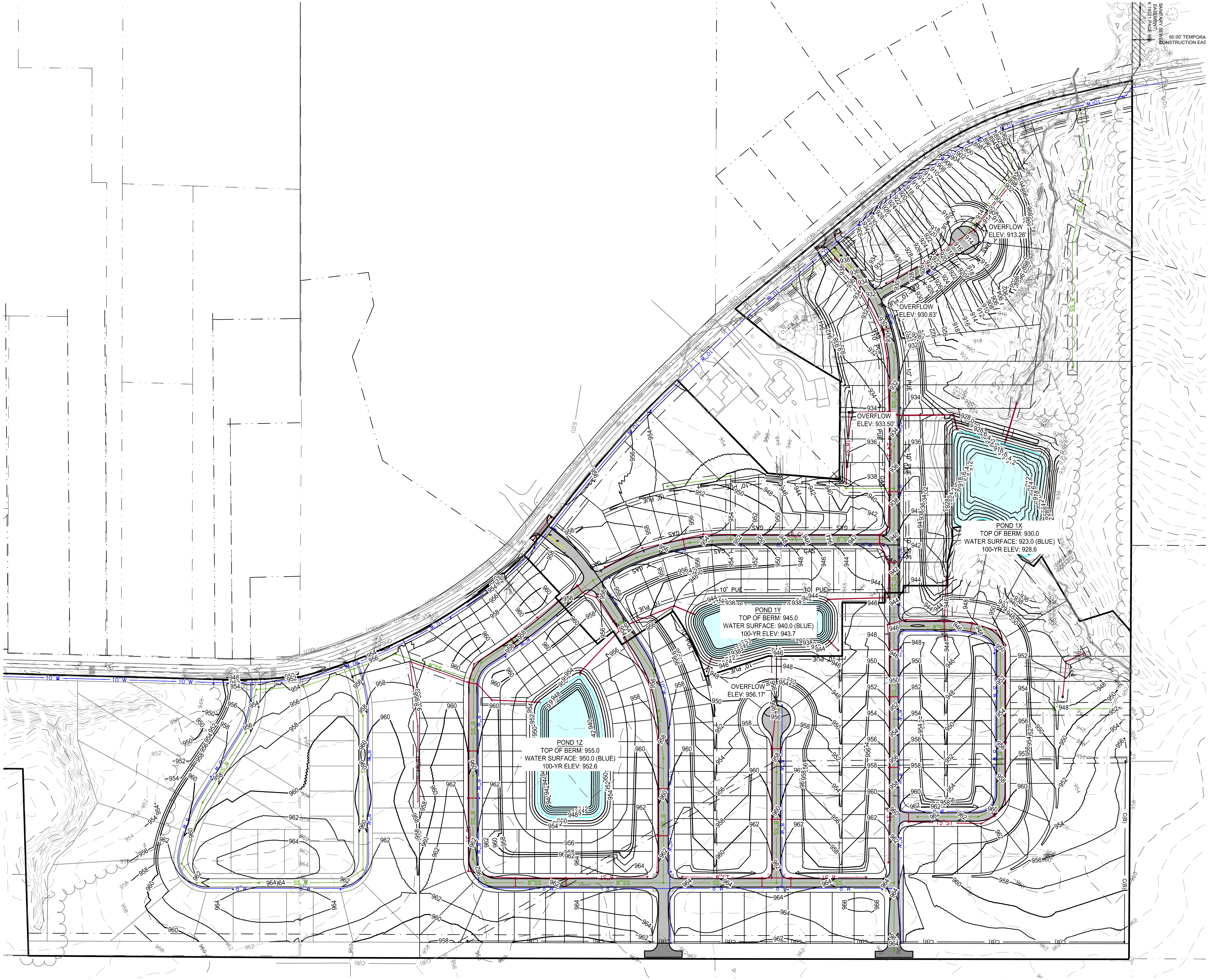
GRADING PLAN
SOUTHEAST

BERWICK ESTATES
MASTER PLAN &
PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

| | |
|---|---|
| ENGINEER<br>J. BECKER | DRAWN BY<br>J. BECKER |
| CHECKED BY<br>J. BECKER | FIELD BOOK NO. |
| DRAWING NO.<br>GR-04 | SHEET NO.<br>11 / 12 |


60.00' TEMPORA
CONSTRUCTION EAS
OVERFLOW
ELEV: 913.26'
OVERFLOW
ELEV: 930.63'
OVERFLOW
ELEV: 933.50'
POND 1X
TOP OF BERM: 930.0
WATER SURFACE: 923.0 (BLUE)
100-YR ELEV: 928.6
POND 1Y
TOP OF BERM: 945.0
WATER SURFACE: 940.0 (BLUE)
100-YR ELEV: 943.7
OVERFLOW
ELEV: 956.17'
POND 1Z
TOP OF BERM: 955.0
WATER SURFACE: 950.0 (BLUE)
100-YR ELEV: 952.6
10' PUE
10' W
8" SS
GAS
C(B)

4/18/2024 2:37 PM

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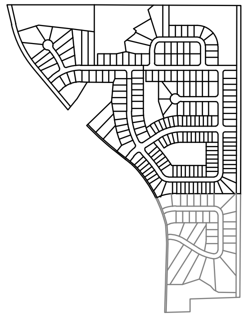


# GRADING PLAN
# OVERALL

NORTH

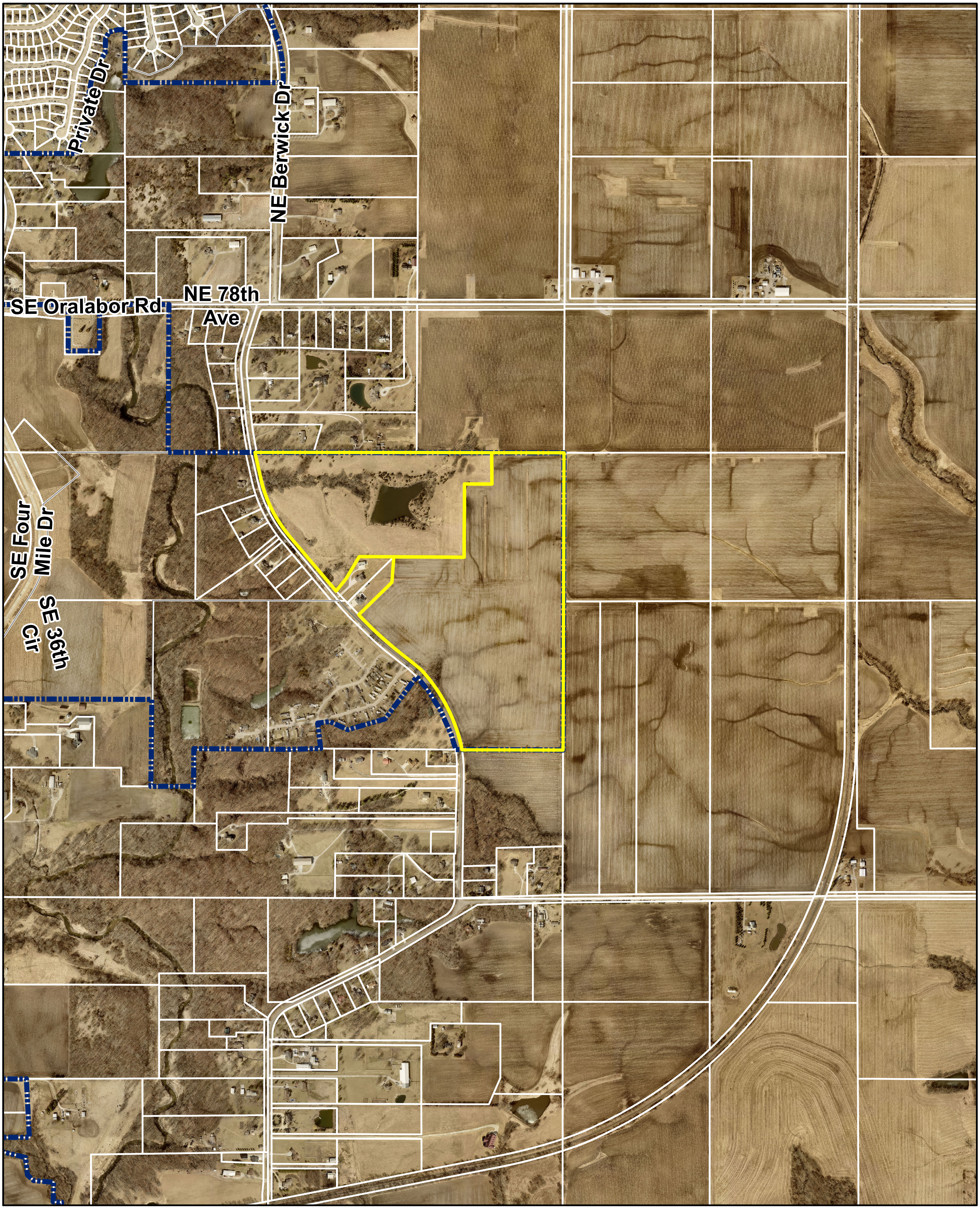
0 75' 150' 300'
GRAPHIC SCALE

## BERWICK ESTATES
## MASTER PLAN &
## PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

| ENGINEER | DRAWN BY |
|---|---|
| J. BECKER | J. BECKER |
| CHECKED BY | FIELD BOOK NO. |
| J. BECKER | |
| DRAWING NO. | SHEET NO. |
| GR-05 | 12 / 12 |


Private Dr
NE Berwick Dr
SE Oralabor Rd
NE 78th Ave
SE Four Mile Dr
SE 36th Cir

N

1 inch = 1,096 feet

Date: 3/5/2024

# Berwick Estates PUD Rezoning
# Aerial Map

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city of Ankeny
bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| City Clerk | Deliver Exceptional Service |

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

No Review Required

SUBJECT:

Ord 2169:

An Ordinance clarifying the Code of Ordinances of the City of Ankeny, Iowa, 2008, pertaining to the chapter reference for Mobile Food Vendors.

EXECUTIVE SUMMARY:

Ordinance 2004, amending the Code of Ordinances of the City of Ankeny, Iowa, 2008 by adding Chapter 124: Mobile Food Vendors, was adopted on March 23, 2020. However, the Ordinance was codified as Chapter 142.

Iowa Codification incorporated Ordinance 2004 under Chapter 142 in order to list it in the Regulation of Business and Vocations section, along with the other business regulations chapters, rather than listing it with the Franchises.

The proposed Ordinance will clarify that Mobile Food Vendors was incorporated in the Code of Ordinances of the City of Ankeny, Iowa, 2008 as Chapter 142: Mobile Food Vendors.

---

## FISCAL IMPACT: **No**

---

## CITY MANAGER'S RECOMMENDATIONS:

Approve first reading of Ordinance 2169.

---

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

City Council adopted Ordinance 2004 on March 23, 2020.

---

## PUBLIC OUTREACH EFFORTS:

---

## ACTION REQUESTED:

**Action:** Consider motion to accept first consideration of ORDINANCE 2169.

---

## ADDITIONAL INFORMATION:

---

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Ordinance |
| 🗋 Ordinance 2004 |

# ORDINANCE XXXX

## AN ORDINANCE CLARIFYING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, 2008, PERTAINING TO THE CHAPTER REFERENCE FOR MOBILE FOOD VENDORS

---

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

**SECTION 1. CHAPTER CLARIFIED.** Ordinance 2004 was adopted on March 23, 2020. Ordinance 2004 was incorporated into the Code of Ordinances of the City of Ankeny, Iowa, 2008 as Chapter 142 entitled MOBILE FOOD VENDORS, rather than Chapter 124 entitled MOBILE FOOD VENDORS.

**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.

**PASSED AND APPROVED** this _______ day of __________________,2024.

CITY OF ANKENY, IOWA

_________________________________
Mark E. Holm, Mayor

ATTEST:

_________________________________
Michelle Yuska, City Clerk

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

**1st Con ____/24**
**2nd Con ____/24**
**3rd Con ____/24**

# ORDINANCE 2004

## AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, 2008, BY ADDING A NEW SECTION ENTITLED MOBILE FOOD VENDORS

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

**SECTION 1. NEW CHAPTER.** The Code of Ordinances of the City of Ankeny, Iowa, 2008 is amended by adding a new Chapter 124 entitled MOBILE FOOD VENDORS, is here by adopted to read as follows:

### 124.01 DEFINITION.

1. Mobile Food Unit may be defined as, but is not limited to, the below descriptions:

    A. Food Cart — a non-self-propelled vehicle food establishment which facilitates the preparation, marketing, and sale of food that is whole and unprocessed, prepared, packaged, and/or non-potentially hazardous or commissary-wrapped foods maintained at proper temperatures or precooked foods that require limited assembly, such as frankfurters.

    B. Food Stand — any article, device, fixture or equipment that is used as a place to provide food and includes, but is not limited to, food tents, food shacks, food pods or food booths that are non-motorized, with or without a mobile kitchen, and facilitates the preparation, marketing, and sale of food that is whole and unprocessed, prepared and/or not potentially hazardous. Food stands are not lawfully permitted as a permanent structure.

    C. Food Truck — a self-propelled or non-self-propelled vehicle or trailer that is operable and currently licensed through the Department of Motor Vehicles. A food truck contains a mobile kitchen and facilitates the preparation, marketing, and sale of food that is whole and unprocessed, packaged, prepared, and/or not potentially hazardous.

2. Mobile Food Vendor: The person, corporation, entity or group obtaining the license to prepare, market or sell food from a mobile vending unit or food stand.

### 124.02 MOBILE FOOD UNIT.

1. Mobile Food Unit Licensing. It shall be unlawful for any person to engage in the sale of food or beverages to the public from a Mobile Food Unit within the corporate limits of the City without first obtaining a mobile food unit license from the City, in addition to any other state, federal, or county permits, certifications, and licenses.

A. A mobile food unit license is an annual license that expires on March 31 each year and must be renewed prior to the first event after that date. A single-event mobile food unit license may be issued for a duration of no more than three (3) consecutive days.

B. Each mobile food unit shall be licensed separately. No license transfer is allowed.

C. Although certain activities may be exempt from the licensing requirements of this chapter, any food service to the public in the City is expected to comply with all other local, county and state requirements for health inspections, licensing, safety, and fire code requirements.

D. The following shall be exempt from this requirement:

(1) Catering businesses.

(2) Grilling and food preparation activities of brick and mortar establishments on the establishment's premises for immediate consumption by patrons or employees.

(3) Concession stands associated with sports or recreational venues that have been approved as part of a site plan or permitted conditional use permit for the venue.

(4) City-sponsored events held on City property.

(5) Local Residents and Farmers participating in the "Uptown Ankeny Farmers Market" from May to September each year held at the Ankeny Market & Pavilion.

2. License/Inspection Fee(s). At the time of the submittal of a license application, the applicant shall pay to the City Clerk's Office the applicable license fee in addition to any applicable inspection fee(s).

A. The amount of the license and applicable inspections fee(s) shall be determined in accordance with an established fee schedule, which fee schedule may be modified from time to time with approval of the council.

B. Any licensee who surrenders their license prior to the date of expiration shall not be entitled to a refund of any portion of the fee.

3. Mobile Food Unit Licensing Application.

A. Filing. Application requests shall be filed with the City Clerk's Office. No application request shall be accepted for filing and processing unless it conforms to the requirements of this title. This would include a complete and true application, all of the required materials and information prescribed, and is accompanied by the appropriate fees.

B. Timely Submittal. Unless otherwise provided herein, complete applications and all supporting documents, including background checks and operational permits (if applicable), must be submitted to the City Clerk's Office not less than ten (10) business days prior to the proposed start date of the mobile food unit activities. The City Clerk's Office reserves the right to reject any applications that have not been timely submitted to the City Clerk's Office.

C. Applicant's Responsibility. Receiving approval of a mobile food unit license from the City Clerk's Office shall not preclude, supersede, circumvent, or waive the applicant's responsibility to obtain any additional permits, licenses, and approvals for other applicable local, state, and federal regulations.

D. Application Fee. The application fee shall be paid by the applicant for the permit upon submission of the application. The application fee shall be nonrefundable. No fee is required for a permit issued to City, State or Federal government or any governmental subdivision or agency.

E. Application Contents. Application shall be made on a form provided by the City Clerk's Office and shall include:

(1) Full name of the applicant.

(2) Applicant's contact information including mailing address, phone numbers, and e-mail address.

(3) Regulatory authorities, such as State or County, inspection certificate.

(4) Description of the kitchen facilities, cooking facilities, preparation area, and safety features (such as, but not limited to, suppression system) of the mobile food unit.

(5) Vehicle registration, if applicable.

(6) Photographs of the mobile food unit from the front, side, and back.

(7) Overall size of the vehicle (length and width).

(8) Copy of the Ankeny Fire Department inspection certificate for all Class II, III and IV type food vendors. Classifications are determined by the Iowa Department of Inspections and Appeals Guideline.

(9) Written consent of the property owner (s) or lessee (s) to use the property on which they propose to operate and acknowledging property owner or lessee is jointly and severally, with the vendor, responsible for compliance with this chapter and to ensure the safety of pedestrians and access of emergency vehicles to and around the site.

(10) Proof of general liability insurance in the amount of at least $500,000 per occurrence /$1M aggregate and $500,000 for property damage. A certificate of insurance naming the City of Ankeny as a "Certificate Holder" shall be delivered to the City Clerk's Office prior to the issuance of a mobile food vendor license.

(11) Permit application fee(s).

F. Character of Applicant. Upon receipt of the complete application as required by this chapter, the applicant shall be required to complete a background check through a preferred vendor of the City of Ankeny. Upon completion of the background check, Ankeny Police Department shall investigate the applicant as deemed necessary for the protection of the public's health, safety, welfare, and good.

(1) Satisfactory Character and Business Responsibility. If, as a result of such investigation, the applicant's character and business responsibility are found to be satisfactory, the City Clerk's Office may endorse approval on the application and a license may be issued.

(2) Unsatisfactory Character and Business Responsibility. If, as a result of such investigation, the applicant's character and business responsibility are found to be unsatisfactory such that would harm the public good, the police chief or the chief's designee may endorse on such application disapproval and state reasons for disapproval and return the application to the City Clerk's Office. The City Clerk's Office shall notify the applicant in writing that the application has been disapproved, state the reasons for the denial, and the applicant's right to appeal under 124.02 section 4. The following are character requirements for obtaining a Mobile Food Unit License:

a. Applicant must possess a valid driver's license, unless the applicant will not be utilizing a motor vehicle for food vending purposes.

b. The applicant has not had any misdemeanor convictions, excluding traffic law violations, in the past 2 years.

c. The applicant has not had any felony level criminal charges regardless of conviction status in the past 5 years.

d. The applicant has not been convicted of, pled guilty to or stipulated to the facts of any felony level crime in the past 10 years.

e. The applicant has not been convicted of, pled guilty to or stipulated to the facts of any forcible felony, including any felony child endangerment, assault, murder, sexual abuse, kidnapping, robbery, arson in the first degree or burglary in the first degree, or any sexually motivated crime.

4. Right to Appeal. Any applicant whose application for license was disapproved under section 3(E)(2) may appeal to the City Council at its next regularly scheduled meeting by filing with the City Clerk's Office a written request for an appeal to the City Council at least seven (7) days prior to the meeting. As a result of this appeal, the City Council may affirm, modify or reverse the decision of the Clerk not to issue the license. If the application for license is denied, the applicant is not eligible for the issuance of a license under this chapter for a period of one year from the date of notification that the license application was disapproved, was served in person or deposited in U.S. mail.

A. Applications Deemed Withdrawn. Any application received shall be deemed withdrawn if it has been held in abeyance awaiting the submittal of additional requested information from the applicant and if the applicant has not communicated in writing with the City Clerk's Office and made reasonable progress within thirty (30) days from the last written notification from the City Clerk's Office to the applicant. The application fee is nonrefundable. Any application deemed withdrawn shall require submission of a new application and fees to begin a new review and approval process.

B. Issuance of License. Upon completion of the review process and a determination of compliance with the applicable regulations, the City Clerk's Office will issue a mobile food unit license.

C. Modification of License after Issuance. Should the mobile food vendor change the food or beverage being offered during the term of an issued license that would change the designation of the mobile food unit to a higher state licensing level classification, a new application and fire inspection shall be required. If a mobile food vendor changes locations within the permitted time, it is the vendor's responsibility to submit a new written consent of the property owner or lessee to use the property on which they propose to operate.

5. Mobile Food Units on Public Property. No mobile food unit may be operated on public property except as part of an approved special event permit issued by the City Clerk's Office, within a City park or greenway.
6. Unattended Mobile Food Unit. No mobile food unit shall be left unattended or stored on any site overnight, unless that property is under the ownership or control of (by way of a lease or other contractual agreement) the operator of the unit and is being done so in compliance with all other City code requirements or the mobile food unit is a participant in a multiple-day (consecutive) City permitted special event. Any mobile food unit found unattended shall be considered in violation of these regulations and subject to license revocation, municipal infraction, towing, or any other action legally allowed.
7. Music and Sound-Making Devices. The use of music or sound-making devices as a part of a mobile food unit shall be prohibited, unless expressly allowed as part of an approved event.
8. Mobile Food Unit Performance Standards. Persons conducting business from a mobile food unit must do so in compliance with the following standards:

A. The mobile food vendor must obtain expressed written consent of the property owner or lessee to use the property on which they propose to operate. The written consent must be kept in the unit at all times that the unit is on the property. Written consent does not excuse or permit the violation of any other imposable regulations.

B. The operator of the mobile food unit shall display their City license in full view of the public in or on the unit.

C. Mobile food units shall only be allowed on nonresidential properties, except in the case of an approved residential block party or private catering arrangement, so long as it is in compliance with all other City code requirements related to residential property.

D. Mobile food units that are within three hundred feet (300') of a residential use or residentially zoned property shall be limited to hours of operation between seven o'clock (7:00) A.M. and ten thirty o'clock (10:30) P.M.

E. A mobile food unit operating on nonresidential property (excluding those operating as part of "special event") may only do so during the usual posted business hours of the consenting business(es) of the property the mobile food unit is utilizing or during the posted hours of the City Park being utilized. Mobile food units may enter a nonresidential property in order to set up to conduct business up to one-half (1/2) hour (30 minutes) prior to the usual posted opening time of the corresponding business or City Park and must depart from the property no later than one-half (1/2) hour (30 minutes) after the usual posted closing time of the corresponding business or City Park. In the case of operating a mobile food unit on nonresidential property where the corresponding business(es) does not have usual posted business operating hours or operates on a twenty-four (24) hour type basis, the mobile food unit may not remain on the premises for longer than eighteen (18) hours and must depart for at least six (6) hours before reentering unless operating under an approved public property special event permit.

F. A mobile food unit operating on nonresidential property as part of a special event may only do so during the granted time period for the event.

G. Mobile food units must maintain a minimum separation between units of fifteen feet (15').

H. Mobile food unit operation is not a generally acceptable use of a nonresidential parking lot and may only be allowed if doing so does not diminish the usable number of parking spots within the lot to below the minimum threshold needed as established by the City site plan for the property. It is the joint responsibility of the property owner or lessee and mobile food unit owner to ensure that this provision is not violated. Exceptions to this rule may be applied for by way of a City approved temporary site plan amendment.

I. Mobile food units shall serve patrons which are on foot only; no drive-up service to the unit itself shall be provided or allowed.

J. The mobile food unit must be located on a paved surface, unless approved as part of a special event permit or through a temporary site plan amendment.

K. No mobile food unit may be located on a vacant property or lot with a vacant building. Exceptions to this rule may be granted by City staff after a review of the particular property and the vendor has been able to make arrangements to ensure safe and sanitary conditions. This would include, but is not limited to: employee access to restrooms, adequate access for fire and police personnel/vehicles, and that the site in general is free from hazards or dangerous conditions.

L. No mobile food unit may operate within one hundred feet (100') of a permanent restaurant or business offering food or beverage services unless they receive expressed written consent of the restaurant or business owner. A City approved special event may be exempt from this provision.

M. All mobile food units shall maintain a minimum separation from buildings – five feet (5') for State IA Class I and II units and fifteen feet (15') for State IA Class III and IV units, as measured to the closest building element including awnings or canopies, tents, or membrane structures. Location of the food unit shall not impede pedestrians entering or exiting a building.

N. The window or area where a patron orders and receives their purchase shall be located so as to not require a patron to stand or create a line that may cause pedestrians to be in the public right of way, vehicle travel lane, including parking lot drive aisles, or similar situation that may create a potential safety hazard. Adequate safe space for patrons waiting for their order must be available on the property where the mobile food unit is located.

O. With the exception of pushcarts as allowed herein, no mobile food unit shall be placed on a public or private sidewalk. Pushcarts may locate on or adjacent to a private sidewalk or public sidewalk only as part of an approved public property special event permit. However, a minimum forty-eight inch (48") open walkway must be maintained for passing pedestrians. The placement of the pushcart shall be in such a manner so as to minimize encroachment into the forty-eight inch (48″) walkway by patrons waiting in line for service from the pushcart.

P. Signs are limited to those that are attached to the exterior of the mobile unit and must be mounted flat against the unit and not project more than six inches (6″) from the exterior of the unit. No freestanding signs, banners, flags, or similar items are allowed. Off premises signs directing patrons to the mobile food unit are prohibited.

Q. During business hours, the mobile food vendor shall provide a trash receptacle for use by customers.

R. The mobile food vendor shall keep the area around the mobile food unit clear of litter and debris at all times.

S. All mobile food units shall be located in such a manner as to not create a safety hazard, such as blocking emergency access to buildings and the site, obstructing access to fire hydrants, impeding entering and exiting from a building, creating a visual impediment for the motoring public at drive entrances, intersections, pedestrian crossings, or similar movement and access.

9. Property Owner/Lessee Responsibility. By allowing the mobile food unit on their property, the property owner or lessee jointly and severally with the vendor are responsible for compliance with this chapter and to ensure the safety of pedestrians and access of emergency vehicles to and around the site. Failure to do so could result in the property owner or lessee being party to any enforcement actions or penalties allowed by law.

## 124.03 UNLAWFUL ACTS.

1. Fraudulent Representation/Harassment. No licensee shall falsely or fraudulently misrepresent the quality, character, or quantity of any article, item, or commodity offered

for sale, or sell any unwholesome or tainted food or foodstuffs. No licensee shall harass, intimidate, coerce, or threaten any individual to induce a sale.

2. Failure to Maintain Licenses and Permits. Failure of any applicant to maintain the appropriate county, State and federal licenses and permits during the term of the local license or permits shall be considered an unlawful act and subject to revocation or any other penalties available to the City.

## 124.04 SUSPENSION OR REVOCATION OF LICENSE.

1. Any license issued under the provisions of this chapter may be suspended or revoked by the City as follows.

    A. Grounds. The City Clerk's Office may suspend or revoke any license issued under this chapter for any of, but not limited to, the following reasons:

    (1) The licensee has made fraudulent statements in his/her application for the license or in the conduct of his/her business.

    (2) The licensee has violated this chapter or any other chapter of this code or has otherwise conducted his/her business in an unlawful manner.

    (3) The licensee has conducted his/her business in such a manner as to endanger the public welfare, safety, order, or morals.

    (4) The City Clerk's Office has received and investigated three (3) or more found complaints during the licensed period related to the manner in which the licensee is conducting business.

    B. Notice of Suspension or Revocation; Right to Appeal. The City Clerk or Clerk's designee shall cause notice of the license revocation to be served in person by a City official or by mail to the licensee's local address, which notice shall specify the reason(s) for such action, at which time operations of the licensee must cease within the corporate limits of the City. The licensee may appeal the revocation of the license to the City Council at its next regularly scheduled meeting by filing with the Clerk a written request for an appeal to the City Council at least seven (7) days prior to the meeting. The City Council may affirm, modify or reverse the decision of the Clerk to revoke such license. If a license is revoked, no refund of any license fee paid shall be made. Upon the revocation of a license, the licensee is not eligible for the issuance of a new license under this chapter for a period of one year from the date the license revocation is served in person or deposited in the U.S. mail.

**124.05 PENALTY.** Unless another penalty is expressly provided by this chapter for any particular provision or section, violations of this chapter are simple misdemeanors subject to a fine of not more than five hundred dollars ($500.00) and may also be punishable as municipal infractions subject to a civil penalty as set forth in this Code. Each day a municipal infraction occurs and/or is permitted to exist constitutes a separate offense. Police officers, code enforcement officers or the Police Chief's designees shall have the authority to issue citations for violations of this chapter and shall have the discretion to enforce this chapter as either a simple misdemeanor or municipal infraction.

**SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 3. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 4. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

**PASSED AND APPROVED** this 23rd day of March, 2020.

Gary Lorenz
Gary Lorenz, Mayor

ATTEST:
Denise L. Hoy
Denise L. Hoy, City Clerk

**PUBLISHED IN THE**
**DES MOINES REGISTER**
**ON THE 27th DAY OF March, 2020**

**1st Con 3/2/20**
**2nd Con 3/16/20**
**3rd Con 3/23/20**

city of Ankeny
bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| City Clerk | Deliver Exceptional Service |

ACTION REQUESTED:

Ordinance - 1st Reading

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LEGAL:

No Review Required

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SUBJECT:

Ord 2170:

An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Chapter 142 Mobile Food Vendors.

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EXECUTIVE SUMMARY:

Ordinance 2004, amending the Code of Ordinances of the City of Ankeny, Iowa, 2008 by adding Chapter 124: Mobile Food Vendors, was adopted on March 23, 2020.

One of the requirements to obtain a Mobile Food Vendor permit is to provide proof of general liability insurance in the amount of at least $500,000 per occurrence/$1M aggregate and $500,000 for property damage.

Staff has researched the insurance requirements of other municipalities and discussed this coverage with the City's insurance broker. At the broker's recommendation, a more appropriate requirement would be proof of general liability insurance in the amount of at least $1M per occurrence/$2M aggregate and $100,000 for property damage.

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## FISCAL IMPACT: **No**

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## CITY MANAGER'S RECOMMENDATIONS:

Approve first Reading of Ordinance 2170.

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## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

City Council adopted Ordinance 2004 on March 23, 2020.

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## PUBLIC OUTREACH EFFORTS:

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## ACTION REQUESTED:

**Action:** Consider motion to accept first consideration of ORDINANCE 2170.

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## ADDITIONAL INFORMATION:

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## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Ordinance - proposed amendment |
| 🗋 Ordinance 2004 |

# ORDINANCE 2170

## AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO CHAPTER 142 MOBILE FOOD VENDORS

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

**SECTION 1. SUBSECTION MODIFIED:** That Subsection 3 of Section 142.02 of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

**142.02 MOBILE FOOD UNITS.**

**3.** Mobile Food Unit Licensing Application.

A. Filing. Application requests shall be filed with the City Clerk's Office. No application request shall be accepted for filing and processing unless it conforms to the requirements of this title. This would include a complete and true application, all of the required materials and information prescribed, and is accompanied by the appropriate fees.

B. Timely Submittal. Unless otherwise provided herein, complete applications and all supporting documents, including background checks and operational permits (if applicable), must be submitted to the City Clerk's Office not less than ten (10) business days prior to the proposed start date of the mobile food unit activities. The City Clerk's Office reserves the right to reject any applications that have not been timely submitted to the City Clerk's Office.

C. Applicant's Responsibility. Receiving approval of a mobile food unit license from the City Clerk's Office shall not preclude, supersede, circumvent, or waive the applicant's responsibility to obtain any additional permits, licenses, and approvals for other applicable local, state, and federal regulations.

D. Application Fee. The application fee shall be paid by the applicant for the permit upon submission of the application. The application fee shall be nonrefundable. No fee is required for a permit issued to City, State or Federal government or any governmental subdivision or agency.

E. Application Contents. Application shall be made on a form provided by the City Clerk's Office and shall include:

(1) Full name of the applicant.

(2) Applicant's contact information including mailing address, phone numbers, and e-mail address.

(3) Regulatory authorities, such as State or County, inspection certificate.

(4) Description of the kitchen facilities, cooking facilities, preparation area, and safety features (such as, but not limited to, suppression system) of the mobile food unit.

(5) Vehicle registration, if applicable.

(6) Photographs of the mobile food unit.

(7) Overall size of the vehicle (length and width).

(8) Copy of the Ankeny Fire Department inspection certificate for all Class II, III and IV type food vendors. Classifications are determined by the Iowa Department of Inspections and Appeals Guideline.

(9) Written consent of the property owner (s) or lessee (s) to use the property on which they propose to operate and acknowledging property owner or lessee is jointly and severally, with the vendor, responsible for compliance with this chapter and to ensure the safety of pedestrians and access of emergency vehicles to and around the site.

(10) Proof of general liability insurance in the amount of at least $1M per occurrence/$2M aggregate and $100,000 for property damage. A certificate of insurance naming the City of Ankeny as a "Certificate Holder" shall be delivered to the City Clerk's Office prior to the issuance of a mobile food vendor license.

(11) Permit application fee(s).

**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 AND APPROVED** this _______ day of __________________,2024.

CITY OF ANKENY, IOWA

___________________________
Mark E. Holm, Mayor

ATTEST:

________________________________________
Michelle Yuska, City Clerk

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

**1st Con _______**
**2nd Con _______**
**3rd Con _______**

# ORDINANCE 2004

## AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, 2008, BY ADDING A NEW SECTION ENTITLED MOBILE FOOD VENDORS

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

**SECTION 1. NEW CHAPTER.** The Code of Ordinances of the City of Ankeny, Iowa, 2008 is amended by adding a new Chapter 124 entitled MOBILE FOOD VENDORS, is here by adopted to read as follows:

### 124.01 DEFINITION.

1. Mobile Food Unit may be defined as, but is not limited to, the below descriptions:

    A. Food Cart — a non-self-propelled vehicle food establishment which facilitates the preparation, marketing, and sale of food that is whole and unprocessed, prepared, packaged, and/or non-potentially hazardous or commissary-wrapped foods maintained at proper temperatures or precooked foods that require limited assembly, such as frankfurters.

    B. Food Stand — any article, device, fixture or equipment that is used as a place to provide food and includes, but is not limited to, food tents, food shacks, food pods or food booths that are non-motorized, with or without a mobile kitchen, and facilitates the preparation, marketing, and sale of food that is whole and unprocessed, prepared and/or not potentially hazardous. Food stands are not lawfully permitted as a permanent structure.

    C. Food Truck — a self-propelled or non-self-propelled vehicle or trailer that is operable and currently licensed through the Department of Motor Vehicles. A food truck contains a mobile kitchen and facilitates the preparation, marketing, and sale of food that is whole and unprocessed, packaged, prepared, and/or not potentially hazardous.

2. Mobile Food Vendor: The person, corporation, entity or group obtaining the license to prepare, market or sell food from a mobile vending unit or food stand.

### 124.02 MOBILE FOOD UNIT.

1. Mobile Food Unit Licensing. It shall be unlawful for any person to engage in the sale of food or beverages to the public from a Mobile Food Unit within the corporate limits of the City without first obtaining a mobile food unit license from the City, in addition to any other state, federal, or county permits, certifications, and licenses.

A. A mobile food unit license is an annual license that expires on March 31 each year and must be renewed prior to the first event after that date. A single-event mobile food unit license may be issued for a duration of no more than three (3) consecutive days.

B. Each mobile food unit shall be licensed separately. No license transfer is allowed.

C. Although certain activities may be exempt from the licensing requirements of this chapter, any food service to the public in the City is expected to comply with all other local, county and state requirements for health inspections, licensing, safety, and fire code requirements.

D. The following shall be exempt from this requirement:

(1) Catering businesses.

(2) Grilling and food preparation activities of brick and mortar establishments on the establishment's premises for immediate consumption by patrons or employees.

(3) Concession stands associated with sports or recreational venues that have been approved as part of a site plan or permitted conditional use permit for the venue.

(4) City-sponsored events held on City property.

(5) Local Residents and Farmers participating in the "Uptown Ankeny Farmers Market" from May to September each year held at the Ankeny Market & Pavilion.

2. License/Inspection Fee(s). At the time of the submittal of a license application, the applicant shall pay to the City Clerk's Office the applicable license fee in addition to any applicable inspection fee(s).

A. The amount of the license and applicable inspections fee(s) shall be determined in accordance with an established fee schedule, which fee schedule may be modified from time to time with approval of the council.

B. Any licensee who surrenders their license prior to the date of expiration shall not be entitled to a refund of any portion of the fee.

3. Mobile Food Unit Licensing Application.

A. Filing. Application requests shall be filed with the City Clerk's Office. No application request shall be accepted for filing and processing unless it conforms to the requirements of this title. This would include a complete and true application, all of the required materials and information prescribed, and is accompanied by the appropriate fees.

B. Timely Submittal. Unless otherwise provided herein, complete applications and all supporting documents, including background checks and operational permits (if applicable), must be submitted to the City Clerk's Office not less than ten (10) business days prior to the proposed start date of the mobile food unit activities. The City Clerk's Office reserves the right to reject any applications that have not been timely submitted to the City Clerk's Office.

C. Applicant's Responsibility. Receiving approval of a mobile food unit license from the City Clerk's Office shall not preclude, supersede, circumvent, or waive the applicant's responsibility to obtain any additional permits, licenses, and approvals for other applicable local, state, and federal regulations.

D. Application Fee. The application fee shall be paid by the applicant for the permit upon submission of the application. The application fee shall be nonrefundable. No fee is required for a permit issued to City, State or Federal government or any governmental subdivision or agency.

E. Application Contents. Application shall be made on a form provided by the City Clerk's Office and shall include:

(1) Full name of the applicant.

(2) Applicant's contact information including mailing address, phone numbers, and e-mail address.

(3) Regulatory authorities, such as State or County, inspection certificate.

(4) Description of the kitchen facilities, cooking facilities, preparation area, and safety features (such as, but not limited to, suppression system) of the mobile food unit.

(5) Vehicle registration, if applicable.

(6) Photographs of the mobile food unit from the front, side, and back.

(7) Overall size of the vehicle (length and width).

(8) Copy of the Ankeny Fire Department inspection certificate for all Class II, III and IV type food vendors. Classifications are determined by the Iowa Department of Inspections and Appeals Guideline.

(9) Written consent of the property owner (s) or lessee (s) to use the property on which they propose to operate and acknowledging property owner or lessee is jointly and severally, with the vendor, responsible for compliance with this chapter and to ensure the safety of pedestrians and access of emergency vehicles to and around the site.

(10) Proof of general liability insurance in the amount of at least $500,000 per occurrence /$1M aggregate and $500,000 for property damage. A certificate of insurance naming the City of Ankeny as a "Certificate Holder" shall be delivered to the City Clerk's Office prior to the issuance of a mobile food vendor license.

(11) Permit application fee(s).

F. Character of Applicant. Upon receipt of the complete application as required by this chapter, the applicant shall be required to complete a background check through a preferred vendor of the City of Ankeny. Upon completion of the background check, Ankeny Police Department shall investigate the applicant as deemed necessary for the protection of the public's health, safety, welfare, and good.

(1) Satisfactory Character and Business Responsibility. If, as a result of such investigation, the applicant's character and business responsibility are found to be satisfactory, the City Clerk's Office may endorse approval on the application and a license may be issued.

(2) Unsatisfactory Character and Business Responsibility. If, as a result of such investigation, the applicant's character and business responsibility are found to be unsatisfactory such that would harm the public good, the police chief or the chief's designee may endorse on such application disapproval and state reasons for disapproval and return the application to the City Clerk's Office. The City Clerk's Office shall notify the applicant in writing that the application has been disapproved, state the reasons for the denial, and the applicant's right to appeal under 124.02 section 4. The following are character requirements for obtaining a Mobile Food Unit License:

a. Applicant must possess a valid driver's license, unless the applicant will not be utilizing a motor vehicle for food vending purposes.
b. The applicant has not had any misdemeanor convictions, excluding traffic law violations, in the past 2 years.
c. The applicant has not had any felony level criminal charges regardless of conviction status in the past 5 years.
d. The applicant has not been convicted of, pled guilty to or stipulated to the facts of any felony level crime in the past 10 years.
e. The applicant has not been convicted of, pled guilty to or stipulated to the facts of any forcible felony, including any felony child endangerment, assault, murder, sexual abuse, kidnapping, robbery, arson in the first degree or burglary in the first degree, or any sexually motivated crime.

4. Right to Appeal. Any applicant whose application for license was disapproved under section 3(E)(2) may appeal to the City Council at its next regularly scheduled meeting by filing with the City Clerk's Office a written request for an appeal to the City Council at least seven (7) days prior to the meeting. As a result of this appeal, the City Council may affirm, modify or reverse the decision of the Clerk not to issue the license. If the application for license is denied, the applicant is not eligible for the issuance of a license under this chapter for a period of one year from the date of notification that the license application was disapproved, was served in person or deposited in U.S. mail.

A. Applications Deemed Withdrawn. Any application received shall be deemed withdrawn if it has been held in abeyance awaiting the submittal of additional requested information from the applicant and if the applicant has not communicated in writing with the City Clerk's Office and made reasonable progress within thirty (30) days from the last written notification from the City Clerk's Office to the applicant. The application fee is nonrefundable. Any application deemed withdrawn shall require submission of a new application and fees to begin a new review and approval process.

B. Issuance of License. Upon completion of the review process and a determination of compliance with the applicable regulations, the City Clerk's Office will issue a mobile food unit license.

C. Modification of License after Issuance. Should the mobile food vendor change the food or beverage being offered during the term of an issued license that would change the designation of the mobile food unit to a higher state licensing level classification, a new application and fire inspection shall be required. If a mobile food vendor changes locations within the permitted time, it is the vendor's responsibility to submit a new written consent of the property owner or lessee to use the property on which they propose to operate.

5. Mobile Food Units on Public Property. No mobile food unit may be operated on public property except as part of an approved special event permit issued by the City Clerk's Office, within a City park or greenway.

6. Unattended Mobile Food Unit. No mobile food unit shall be left unattended or stored on any site overnight, unless that property is under the ownership or control of (by way of a lease or other contractual agreement) the operator of the unit and is being done so in compliance with all other City code requirements or the mobile food unit is a participant in a multiple-day (consecutive) City permitted special event. Any mobile food unit found unattended shall be considered in violation of these regulations and subject to license revocation, municipal infraction, towing, or any other action legally allowed.

7. Music and Sound-Making Devices. The use of music or sound-making devices as a part of a mobile food unit shall be prohibited, unless expressly allowed as part of an approved event.

8. Mobile Food Unit Performance Standards. Persons conducting business from a mobile food unit must do so in compliance with the following standards:

A. The mobile food vendor must obtain expressed written consent of the property owner or lessee to use the property on which they propose to operate. The written consent must be kept in the unit at all times that the unit is on the property. Written consent does not excuse or permit the violation of any other imposable regulations.

B. The operator of the mobile food unit shall display their City license in full view of the public in or on the unit.

C. Mobile food units shall only be allowed on nonresidential properties, except in the case of an approved residential block party or private catering arrangement, so long as it is in compliance with all other City code requirements related to residential property.

D. Mobile food units that are within three hundred feet (300') of a residential use or residentially zoned property shall be limited to hours of operation between seven o'clock (7:00) A.M. and ten thirty o'clock (10:30) P.M.

E. A mobile food unit operating on nonresidential property (excluding those operating as part of "special event") may only do so during the usual posted business hours of the consenting business(es) of the property the mobile food unit is utilizing or during the posted hours of the City Park being utilized. Mobile food units may enter a nonresidential property in order to set up to conduct business up to one-half (1/2) hour (30 minutes) prior to the usual posted opening time of the corresponding business or City Park and must depart from the property no later than one-half (1/2) hour (30 minutes) after the usual posted closing time of the corresponding business or City Park. In the case of operating a mobile food unit on nonresidential property where the corresponding business(es) does not have usual posted business operating hours or operates on a twenty-four (24) hour type basis, the mobile food unit may not remain on the premises for longer than eighteen (18) hours and must depart for at least six (6) hours before reentering unless operating under an approved public property special event permit.

F. A mobile food unit operating on nonresidential property as part of a special event may only do so during the granted time period for the event.

G. Mobile food units must maintain a minimum separation between units of fifteen feet (15').

H. Mobile food unit operation is not a generally acceptable use of a nonresidential parking lot and may only be allowed if doing so does not diminish the usable number of parking spots within the lot to below the minimum threshold needed as established by the City site plan for the property. It is the joint responsibility of the property owner or lessee and mobile food unit owner to ensure that this provision is not violated. Exceptions to this rule may be applied for by way of a City approved temporary site plan amendment.

I. Mobile food units shall serve patrons which are on foot only; no drive-up service to the unit itself shall be provided or allowed.

J. The mobile food unit must be located on a paved surface, unless approved as part of a special event permit or through a temporary site plan amendment.

K. No mobile food unit may be located on a vacant property or lot with a vacant building. Exceptions to this rule may be granted by City staff after a review of the particular property and the vendor has been able to make arrangements to ensure safe and sanitary conditions. This would include, but is not limited to: employee access to restrooms, adequate access for fire and police personnel/vehicles, and that the site in general is free from hazards or dangerous conditions.

L. No mobile food unit may operate within one hundred feet (100') of a permanent restaurant or business offering food or beverage services unless they receive expressed written consent of the restaurant or business owner. A City approved special event may be exempt from this provision.

M. All mobile food units shall maintain a minimum separation from buildings – five feet (5') for State IA Class I and II units and fifteen feet (15') for State IA Class III and IV units, as measured to the closest building element including awnings or canopies, tents, or membrane structures. Location of the food unit shall not impede pedestrians entering or exiting a building.

N. The window or area where a patron orders and receives their purchase shall be located so as to not require a patron to stand or create a line that may cause pedestrians to be in the public right of way, vehicle travel lane, including parking lot drive aisles, or similar situation that may create a potential safety hazard. Adequate safe space for patrons waiting for their order must be available on the property where the mobile food unit is located.

O. With the exception of pushcarts as allowed herein, no mobile food unit shall be placed on a public or private sidewalk. Pushcarts may locate on or adjacent to a private sidewalk or public sidewalk only as part of an approved public property special event permit. However, a minimum forty-eight inch (48") open walkway must be maintained for passing pedestrians. The placement of the pushcart shall be in such a manner so as to minimize encroachment into the forty-eight inch (48″) walkway by patrons waiting in line for service from the pushcart.

P. Signs are limited to those that are attached to the exterior of the mobile unit and must be mounted flat against the unit and not project more than six inches (6″) from the exterior of the unit. No freestanding signs, banners, flags, or similar items are allowed. Off premises signs directing patrons to the mobile food unit are prohibited.

Q. During business hours, the mobile food vendor shall provide a trash receptacle for use by customers.

R. The mobile food vendor shall keep the area around the mobile food unit clear of litter and debris at all times.

S. All mobile food units shall be located in such a manner as to not create a safety hazard, such as blocking emergency access to buildings and the site, obstructing access to fire hydrants, impeding entering and exiting from a building, creating a visual impediment for the motoring public at drive entrances, intersections, pedestrian crossings, or similar movement and access.

9. Property Owner/Lessee Responsibility. By allowing the mobile food unit on their property, the property owner or lessee jointly and severally with the vendor are responsible for compliance with this chapter and to ensure the safety of pedestrians and access of emergency vehicles to and around the site. Failure to do so could result in the property owner or lessee being party to any enforcement actions or penalties allowed by law.

### 124.03 UNLAWFUL ACTS.

1. Fraudulent Representation/Harassment. No licensee shall falsely or fraudulently misrepresent the quality, character, or quantity of any article, item, or commodity offered

for sale, or sell any unwholesome or tainted food or foodstuffs. No licensee shall harass, intimidate, coerce, or threaten any individual to induce a sale.

2. Failure to Maintain Licenses and Permits. Failure of any applicant to maintain the appropriate county, State and federal licenses and permits during the term of the local license or permits shall be considered an unlawful act and subject to revocation or any other penalties available to the City.

## 124.04 SUSPENSION OR REVOCATION OF LICENSE.

1. Any license issued under the provisions of this chapter may be suspended or revoked by the City as follows.

    A. Grounds. The City Clerk's Office may suspend or revoke any license issued under this chapter for any of, but not limited to, the following reasons:

        (1) The licensee has made fraudulent statements in his/her application for the license or in the conduct of his/her business.

        (2) The licensee has violated this chapter or any other chapter of this code or has otherwise conducted his/her business in an unlawful manner.

        (3) The licensee has conducted his/her business in such a manner as to endanger the public welfare, safety, order, or morals.

        (4) The City Clerk's Office has received and investigated three (3) or more found complaints during the licensed period related to the manner in which the licensee is conducting business.

    B. Notice of Suspension or Revocation; Right to Appeal. The City Clerk or Clerk's designee shall cause notice of the license revocation to be served in person by a City official or by mail to the licensee's local address, which notice shall specify the reason(s) for such action, at which time operations of the licensee must cease within the corporate limits of the City. The licensee may appeal the revocation of the license to the City Council at its next regularly scheduled meeting by filing with the Clerk a written request for an appeal to the City Council at least seven (7) days prior to the meeting. The City Council may affirm, modify or reverse the decision of the Clerk to revoke such license. If a license is revoked, no refund of any license fee paid shall be made. Upon the revocation of a license, the licensee is not eligible for the issuance of a new license under this chapter for a period of one year from the date the license revocation is served in person or deposited in the U.S. mail.

**124.05 PENALTY.** Unless another penalty is expressly provided by this chapter for any particular provision or section, violations of this chapter are simple misdemeanors subject to a fine of not more than five hundred dollars ($500.00) and may also be punishable as municipal infractions subject to a civil penalty as set forth in this Code. Each day a municipal infraction occurs and/or is permitted to exist constitutes a separate offense. Police officers, code enforcement officers or the Police Chief's designees shall have the authority to issue citations for violations of this chapter and shall have the discretion to enforce this chapter as either a simple misdemeanor or municipal infraction.

**SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 3. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 4. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

**PASSED AND APPROVED** this 23rd day of March, 2020.

Gary Lorenz
Gary Lorenz, Mayor

ATTEST:
Denise L. Hoy
Denise L. Hoy, City Clerk

**PUBLISHED IN THE**
**DES MOINES REGISTER**
**ON THE 27th DAY OF March, 2020**

**1st Con 3/2/20**
**2nd Con 3/16/20**
**3rd Con 3/23/20**

city of Ankeny
bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| City Clerk | Deliver Exceptional Service |

---

ACTION REQUESTED:

Ordinance - 1st Reading

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LEGAL:

No Review Required

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SUBJECT:

Ord 2171:

An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Chapter 11 Special Events.

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EXECUTIVE SUMMARY:

Ordinance 2007, amending the Code of Ordinances of the City of Ankeny, Iowa, 2008 by repealing and replacing Chapter 11: Special Events, was adopted on March 23, 2020.

One of the requirements to obtain a Special Event permit is to provide proof of general liability insurance in the amount of at least $500,000 per occurrence/$1M aggregate and $500,000 for property damage.

Staff has researched the insurance requirements of various municipalities and discussed this coverage requirement with the City's insurance broker. At the broker’s recommendation, a more appropriate requirement would be proof of general liability insurance in the amount of at least $1M per occurrence/$2M aggregate and $100,000 for property damage.

## FISCAL IMPACT: **No**

## CITY MANAGER'S RECOMMENDATIONS:

Approve first reading of Ordinance 2171.

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

City Council adopted Ordinance 2007 on March 23, 2020.

## PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

**Action:** Consider motion to accept first consideration of ORDINANCE 2171.

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Ordinance |
| 🗋 Ordinance 2007 |

# ORDINANCE NO. ___

## AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO CHAPTER 11 SPECIAL EVENTS

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

**SECTION 1. SUBSECTION MODIFIED:** That Subsection 1 of Section 11.07 of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

**11.07 INSURANCE REQUIRED.**

**1.** Proof of general liability insurance in the amount of at least $1M per occurrence/$2M aggregate and $100,000 for property damage. A certificate of insurance naming the City of Ankeny as a "Certificate Holder" shall be delivered to the City Clerk's Office prior to the issuance of a special events permit.

**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 AND APPROVED** this _______ day of __________________,2024.

CITY OF ANKENY, IOWA

___________________________
Mark E. Holm, Mayor

ATTEST:

________________________________________
Michelle Yuska, City Clerk

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

**1st Con _______**
**2nd Con_______**
**3rd Con_______**

# ORDINANCE 2007

## AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF ANKENY, IOWA, 2008, BY REPEALING AND REPLACING CHAPTER 11, "SPECIAL EVENTS"

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

**SECTION 1. CHAPTER MODIFIED.** Chapter 11 "Special Events" of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

### 11.01 PURPOSE AND INTENT:

These regulations prescribe the conditions through which special events of limited duration may be permitted to occur within the City that involve a request from an individual or organization creating an anticipated significant impact to City property or right-of-way, such as increased vehicle or pedestrian traffic or the closure of a public street, and it is advisable or necessary to include City staff in the preparation, planning, coordination, and approval of the requested special event to promote the health, safety, and welfare of the general public and of the event participants or attendees.

### 11.02 APPLICATION AND PERMIT REQUIRED:

A special event permit shall be required for all events that relate to the stated purpose and intent of this Ordinance including the following:

1. Private events with 500 or more persons at any one time, events being held on public property, block parties, running and/or bicycling events, events requiring police/fire escort services, parades and that also have one or more of the following:

    a. Partial or full closure of a public street;
    b. Blocking or restricting access to private property of others or blocking or restricting access to a public property;
    c. Use of pyrotechnics or special effects;
    d. Use of open flame or other potentially dangerous displays;
    e. Sale or distribution of merchandise, food or beverages including alcoholic beverages;
    f. Erection of a tent or canopy requiring a permit;
    g. Installation of a stage, band shell, truck, trailer, van, portable building, booth, grandstand or bleachers;
    h. Placement of portable toilets;
    i. Placement of temporary signs or banners;
    j. Amplified sound.

Special Event Permit may be waived by the City Council under circumstances deemed to be in the best interest of the City.

A special event permit must be timely applied for and issued by the City prior to the commencement of the event. It shall be unlawful for any person or organization to engage, sponsor, or participate in any event described herein without having first applied for and obtained a permit in accordance with this Ordinance. Receiving approval of a special event permit from the City shall not preclude, supersede, circumvent, or waive the applicant's responsibility to obtain any additional permits, licenses, and approvals for other applicable local, state, and federal regulations. The City reserves the right to impose special guidelines and restrictions for any special event based upon the nature of the proposed event, the proposed location of the event, and the anticipated attendance of the event. The City also reserves the right to temporarily suspend other City Code requirements for any special event based upon the particular event details. City staff shall be responsible for the issuance of special event permits that only involve local public streets or do not involve lane closure(s) of arterial or collector streets within the City. The City Council shall decide whether to issue special event permits that do involve lane closure(s) of arterial streets within the City, following receipt of a recommendation from City staff.

## 11.03 EXEMPTIONS.

The following events are exempt from obtaining a Special Event Permit:

1. Private property that has designated facilities for hosting events (hotel, ballrooms, venue halls);
2. Annual community designated celebrations as designated by resolution of the City Council;
3. Sports facilities located on City property;
4. Police or fire escorts for dignitaries, military, fallen police or fire members.

## 11.04 APPLICATION REQUIREMENTS.

For any special event defined or described within this Ordinance, the following information, at a minimum, shall be submitted with the application to the City:

1. A written application for a special event permit shall be submitted to the City on a form provided by the City. The application must set forth the following information regarding the proposed special event:
   a. The name, address, telephone number, and e-mail address of the applicant(s) and sponsor(s) of the event and contact person(s).
   b. If the proposed special event would be conducted for, on behalf of, or by an organization, the name, address, and telephone number of the headquarters of the organization and of the authorizing responsible heads of such organization.
   c. The date(s) and duration of time for the proposed special event.
   d. An accurate description of that portion of the property or right-of-way proposed to be used, including a detailed map. The detailed map should depict the requested location of any activities, structures, tents, barricades, parking, traffic control devices and personnel, signage, trash collection, and portable restroom facilities necessary for

    the proposed event.
    e. The estimated number of participants or attendees in total and during peak hours.
    f. The proposed type of special event, described in detail, including a description of the planned activities and the proposed location.
    g. Whether the applicant has obtained or will obtain required permits for any of the following: The sale of alcoholic beverages, tents, amplified sound, fireworks, temporary signs, and any applicable building permits.
    h. Addendum forms when applicable.
2. After the initial filing of the application, City staff may request additional information from the applicant to determine whether a special event permit should be issued.
3. Applications that impact or include a commercially zoned district must be submitted not less than ninety (90) calendar days prior to the proposed start date of the special event, unless the City decides to waive the deadline. The City reserves the right to reject any applications that have not been timely submitted to the City.
4. All other applications must be submitted not less than thirty (30) calendar days prior to the proposed start date of the special event, unless the City decides to waive the deadline. The City reserves the right to reject any applications that have not been timely submitted to the City.
5. Before the City can approve the special event permit, the applicant is required to provide proof that notice of the proposed event was sent to all affected neighboring property owners and known tenants including listing agents. The City may also require the applicant to petition or canvass affected neighboring property owners and known tenants to ascertain whether there is sufficient support for the proposed event.

## 11.05 PERMIT REVIEW PROCESS.

1. City staff shall review applications, identify potential issues and concerns, and work with the applicant to propose possible solutions to resolve those identified issues and concerns. The City staff review shall include the City Clerk or designee, and representatives of the Police, Fire, Emergency Medical Services, Public Works, Parks and Recreation, and Community Development Departments. Additional City staff from other departments may assist with the review depending upon the details of the proposed event.
2. The Parks and Recreation Department shall review special event permit applications for events held exclusively within a City park or greenway in accordance with City park policies, rules, and regulations that do not require City staff from multiple departments as part of the planning or execution of the event and do not cause anticipated significant impact to nearby public streets or other City property.
3. City staff shall consider, at a minimum, the following criteria in reviewing the special event permit application. City staff reserves the right to consider additional criteria in its review as deemed necessary.
    a. Whether the applicant has supplied all of the requested information to City staff.
    b. Whether the applicant has obtained necessary permits involving the sale of alcoholic beverages, tents or inflatables, amplified sound, fireworks, temporary signs, and any applicable building permits.
    c. Whether the applicant has previously held events of similar size and scope within the

City.

d. Whether the date, time, size, or location of the event would substantially interrupt the safe and orderly movement of pedestrian and vehicular traffic in the vicinity of the event's location.
e. Whether the concentration of persons or the closure of a public street at the event would unduly interfere with proper fire and police protection of, or other emergency service through, the event or to areas adjacent to the event's location.
f. Whether the estimated number of participants or attendees or the size or type of event equipment is sufficient to close a public street, or if there is an alternative available to closing a public street.
g. Whether another special event permit has already been granted for substantially the same date, time, or location within the City.
h. Whether the size or time of the event would require so great a diversion of the City police department as to prevent normal police protection at another previously scheduled event in the City.
i. Whether City personnel necessary to regulate and monitor the event can reasonably be made available.
j. Whether the event is reasonably likely to cause injury to persons or property and if there is adequate planning for crowd control of participants or attendees.
k. Whether adequate sanitation or other health facilities will be available at the event.
l. Whether there is a sufficient number of parking places within a reasonable distance to accommodate the number of vehicles expected.
m. Whether the time, size, or nature of the event is compatible with the normal activity at that location.
n. Whether the proposed use or event will likely have a significant adverse environmental impact.
o. Whether negative police or other reports of past activities held or sponsored by the applicant or in the same location merit a recommendation of denial.
p. Whether the applicant, including its employees, agents, and volunteers, have violated City Code provisions or City policies at past events.
q. Whether the applicant has timely paid the City all fees due and owing under any City Code provision or City policy.

## 11.06 FEES REQUIRED.

1. The applicant for a special event permit shall pay the applicable non-refundable application fee in the amount set in the schedule of fees the City Council has adopted by resolution. The application fee must be paid at the time of submittal of the application.
2. If the permitted event will require the use of any City equipment, facilities, or services, the applicant shall pay the estimated costs for the use of the City equipment, facilities, or services in advance of the event if the City requests such advanced payment be made, or the City may direct the applicant to pay the actual costs for the use of the City equipment or services following the event within thirty (30) calendar days of billing by the City.

## 11.07 INSURANCE REQUIRED.

1. Proof of general liability insurance in the amount of at least $500,000 per occurrence /$1M aggregate and $500,000 for property damage. A certificate of insurance naming the City of Ankeny as a "Certificate Holder" shall be delivered to the City Clerk's Office prior to the issuance of a special events permit.
2. The applicant must also sign a hold harmless and indemnification agreement with the City in which the applicant holds the City harmless and indemnifies the City for any negligent, reckless, or intentional act attributable to the applicant or the applicant's officials, employees, agents, or volunteers.

## 11.08 AUTHORITY OF CITY MANAGER.

The City Manager or City Manager designee has the authority to accept or reject events and to terminate or suspend an event which is in violation of this chapter and/or the rules and regulations for Special Events as adopted from time to time by resolution of the City Council. In addition, the City Manager or City Manager's designee has the right to deny or delay a Special Event Permit if sufficient time has not been allowed for the approval process. The City shall have the authority to revoke a Special Event Permit by reason of disaster, public riot or other public safety emergency, or violations to local, State and Federal requirements.

## 11.09 APPEAL PROCEDURE.

1. City staff's decision to approve or deny a special event permit may be appealed to the City Council by making a written request to the City Clerk. The appeal will be placed on the agenda for the next available City Council meeting.
2. After receiving the appeal and considering any submitted comments, the City Council shall affirm, reverse, or modify the decision of City staff. The decision of the City Council shall be the final determination as to whether or not the City approves the special event permit.

## 11.10 PERMIT REVOCATION.

A special event permit for any event in progress may be revoked and the event terminated by the Chief of Police or the Fire Chief, or their respective designees, if the safety of the public is imminently endangered by activities generated during the event, the participants or attendees engage in violent or destructive behavior causing injury to persons or damage to property, or if there is a major violation of the conditions of the permit such that the standards of issuance have not been satisfied.

## 11.11 VIOLATIONS.

No person shall violate any of the provisions of this Ordinance, and specifically shall not commit any of the following unlawful acts:

1. No person shall hold, sponsor, or be in charge of any activity for which a special event permit is required without possessing a valid special event permit.
2. No person shall violate any condition placed upon a special event permit.
3. No person shall provide false or inaccurate information on a written application for a special event permit.

**11.12 PENALTIES.**

Unless another penalty is expressly provided by this chapter for any particular provision or section, violations of this chapter are simple misdemeanors subject to a fine of not more than five hundred dollars ($500.00) and may also be punishable as municipal infractions subject to a civil penalty as set forth in this Code. Police officers, code enforcement officers or the Police Chief's designees shall have the authority to issue citations for violations of this chapter and shall have the discretion to enforce this chapter as either a simple misdemeanor or municipal infraction.

**SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 3. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 4. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED at Ankeny, Iowa, this 23rd day of March, 2020.

Gary Lorenz
Gary Lorenz, Mayor

ATTEST:

Denise L. Hoy
Denise L. Hoy, City Clerk

**PUBLISHED IN THE**
**DES MOINES REGISTER**
**ON THE 27th DAY OF March, 2020**

**1st Con 3/2/20**
**2nd Con 3/16/20**
**3rd Con 3/23/20**

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

🖶 Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| City Manager | Exercise Financial Discipline |

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

$17,425,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2024A

EXECUTIVE SUMMARY:

The $17,425,000 General Obligation Bonds, Series 2024A are being proposed to fund the 2024 Capital Improvement Program.

FISCAL IMPACT: **Yes**

The $17,425,000 General Obligation Bonds, Series 2024A will be paid with property taxes and a small portion from tax increment financing (TIF) and storm water revenues.

CITY MANAGER'S RECOMMENDATIONS:

Recommend resolution directing sale of $17,425,000 (subject to adjustment per terms of offering) General Obligation Bonds, Series 2024A.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

## PUBLIC OUTREACH EFFORTS:

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## ACTION REQUESTED:

**Action:** Consider motion to receive and file report of bids received on May 20, 2024 at 10:00 A.M.

**Action:** <span>Consider motion to adopt RESOLUTION directing sale of $17,425,000 (subject to adjustment per terms of offering) General Obligation Bonds, Series 2024A.</span>

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## ADDITIONAL INFORMATION:

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## ATTACHMENTS:

| Click to download |
|---|
| 🗋 Resolution |

Council Member ____________________ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF $17,425,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION BONDS, SERIES 2024A," 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 DIRECTING SALE OF $17,425,000 (SUBJECT
TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL
OBLIGATION BONDS, SERIES 2024A

WHEREAS, bids have been received for the Bonds described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

$17,425,000 (SUBJECT TO ADJUSTMENT PER TERMS OF
OFFERING) GENERAL OBLIGATION BONDS, SERIES 2024A

Bidder: _________________________ of _________________________

The terms of award:

Final Par Amount as adjusted: $____________________

Purchase Price as adjusted: $____________________

True Interest Rate: ____________________%

Net Interest Cost: $____________________

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

Section 1. That the bid for the Bonds as above set out is hereby determined to be the best and most favorable bid received and, the Bonds are hereby awarded as described above.

Section 2. That the statement of information for Bond bidders and the form of contract for the sale of the Bonds are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That the notice of the sale of the Bonds heretofore given and all acts of the Clerk done in furtherance of the sale of the Bonds are hereby ratified and approved.

PASSED AND APPROVED this 20th day of May, 2024.

_____________________________________
Mark E. Holm, Mayor

ATTEST:

_____________________________________
Diane Klemme, Deputy City Clerk

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| City Manager | Exercise Financial Discipline |

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

$4,175,000 (Subject to Adjustment per Terms of Offering) Water Revenue Bonds, Series 2024B

EXECUTIVE SUMMARY:

The $4,175,000 Water Revenue Bonds, Series 2024B are being proposed to fund the Saylorville Feeder Main Purchase Capacity, NE 36th Street and NE 38th Street Water Main Loop and SE Magazine Ground Storage Tank Repaint projects in the 2024 Capital Improvement Program.

FISCAL IMPACT: **Yes**

The $4,175,000 Water Revenue Bonds, Series 2024B will be payable from and secured by the net revenues of the Water Utility.

CITY MANAGER'S RECOMMENDATIONS:

Recommend resolution directing sale of $4,175,000 (subject to adjustment per terms of offering) Water Revenue Bonds, Series 2024B.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

## PUBLIC OUTREACH EFFORTS:

## ACTION REQUESTED:

**Action:** Consider motion to receive and file report of bids received on May 20, 2024 at 10:00 A.M.

**Action:** Consider motion to adopt RESOLUTION directing sale of $4,175,000 (subject to adjustment per terms of offering) Water Revenue Bonds, Series 2024B.

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution |

Council Member ____________________ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF $4,175,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) WATER REVENUE BONDS, SERIES 2024B," 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 DIRECTING SALE OF $4,175,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) WATER REVENUE BONDS, SERIES 2024B

WHEREAS, bids have been received for the Bonds described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

$4,175,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) WATER REVENUE BONDS, SERIES 2024B

Bidder: _________________________ of _________________________

The terms of award:

Final Par Amount as adjusted: $____________________

Purchase Price as adjusted: $____________________

True Interest Rate: ____________________%

Net Interest Cost: $____________________

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

Section 1. That the bid for the Bonds as above set out is hereby determined to be the best and most favorable bid received and, the Bonds are hereby awarded as described above.

Section 2. That the statement of information for Bond bidders and the form of contract for the sale of the Bonds are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That the notice of the sale of the Bonds heretofore given and all acts of the Clerk done in furtherance of the sale of the Bonds are hereby ratified and approved.

PASSED AND APPROVED this 20th day of May, 2024.

______________________________________
Mark E. Holm, Mayor

ATTEST:

______________________________________
Diane Klemme, Deputy City Clerk

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |
|---|---|
| City Manager | Exercise Financial Discipline |

ACTION REQUESTED:

Resolution

---

LEGAL:

Item Reviewed by Legal Counsel

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SUBJECT:

Local Option Sales and Services Tax

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EXECUTIVE SUMMARY:

Iowa law allows cities to impose a 1% Local Option Sales Tax on certain purchases, subject to a public referendum. Ankeny is currently one of 11 Iowa cities without this revenue source, meaning 98.8% of Iowa cities currently impose the 1% Local Option Sales Tax, including all metro communities in the Des Moines area. Local Option Sales Tax, if implemented, would provide the City a way to reduce debt, diversify revenue sources and reduce its reliance on property taxes. It also would provide a means for non-property owners who visit Ankeny and use its services to help pay for those services, including infrastructure.

Post-pandemic cost increases in virtually every aspect of municipal government, coupled with the cumulative impact of state property tax legislation, are impacting the City with unprecedented financial headwinds. Moreover, the City will need to invest heavily in new infrastructure to ensure continued economic growth, to manage traffic and to maintain aging infrastructure. Local option sales tax, if approved, would provide the City with a source of funding to pay cash for needed investments in essential public infrastructure and provide the revenues to deliver all Ankeny taxpayers a property rate reduction.

If the Council chooses not to advance the Local Option Sales Tax to a vote of the electorate, or if the referendum fails, staff anticipates rate pressure on the City's property tax levy and/or franchise tax rate (i.e. increases to one of those revenue sources) in the near term, or reduction in capital project programming and/or reductions in current service levels provided to the community.

The City Manager is recommending the City Council call for a special election to ask residents to approve the imposition of a 1% Local Option Sales Tax. The special election, if approved, would be held September 10, 2024. If the 1% Local Option Sales Tax is approved by a majority of those voting in the election, it would go into effect on January 1, 2025.

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## FISCAL IMPACT: **Yes**

The cost of a special election is approximately $50,000. If the Resolution submitted for Council action is approved by the City Council and the associated referendum is subsequently approved by a majority of those voting in the September 10, 2024 special election, the 1% Local Option Sales Tax would go into effect on January 1, 2025, resulting in approximately $10.5 million in annual sales tax revenues for the City. These funds would be incorporated into the City's 2025-2029 Capital Improvement Program and fiscal year 2026 budget. The 50% property tax relief would reduce the City's property tax rate from its current $9.90 per $1,000 of valuation to $9.00 per $1,000 of valuation, a 9.1% reduction, which would reduce the City's property tax revenues by approximately $5.3 million annually. Additionally, sales tax revenues would be used to replace a portion of the general obligation debt the City issues each year, saving taxpayers interest costs and issuance costs associated with larger borrowings, resulting in an increased percentage of tax dollars being utilized for projects and a decreased percentage being utilized for interest costs and fees, which incrementally will result in financial flexibility to fund more projects or provide additional tax relief. Staff estimates using cash instead of bonds could result in more than $10 million in savings over the next 10 years.

## CITY MANAGER'S RECOMMENDATIONS:

Recommend resolution regarding a special election on the imposition of a local option sales and services tax within the City of Ankeny, Iowa.

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

City council work sessions on January 16, 2024 and April 1, 2024.

## PUBLIC OUTREACH EFFORTS:

Public presentations were made to the Ankeny Business & Industry Collaborative Board (February 8, 2024) and membership (April 11, 2024) and also to the Ankeny Area Chamber of Commerce Board (February 19, 2024).

## ACTION REQUESTED:

**Action:** Consider motion to adopt RESOLUTION regarding a special election on the imposition of a local option sales and services tax within the City of Ankeny, Iowa.

## ADDITIONAL INFORMATION:

## ATTACHMENTS:

| **Click to download** |
|---|
| 🗋 Resolution |
| 🗋 LOST Presentation |

Council Member _______________ introduced the following Resolution entitled "RESOLUTION REGARDING A SPECIAL ELECTION ON THE IMPOSITION OF A LOCAL OPTION SALES AND SERVICES TAX WITHIN THE CITY OF ANKENY, IOWA," and moved that the same be adopted.

AYES: ____________________________________________

____________________________________________

NAYS: ____________________________________________

Whereupon, the Mayor declared the following Resolution duly adopted:

# RESOLUTION

## RESOLUTION REGARDING A SPECIAL ELECTION ON THE IMPOSITION OF A LOCAL OPTION SALES AND SERVICES TAX WITHIN THE CITY OF ANKENY, IOWA

WHEREAS, Chapter 423B of the Iowa Code (the "Code") establishes the requirements to request that the County Commissioner of Elections hold an election on the question of imposing a local sales and services tax; and

WHEREAS, the Code provides that the question of the imposition of a local sales and services tax shall be submitted to the registered voters of a city located in a county that is a qualified county, or the portion thereof located in the county, upon receipt by the County Commissioner of Elections of a motion requesting such submission, adopted by the governing body of the city; and

WHEREAS, a qualified county includes a county with a population in excess of four hundred thousand according to the 2010 federal decennial census; and

WHEREAS, the City Council of the City of Ankeny, Iowa is the governing body of a city located in Polk County, a qualified county; and

WHEREAS, the City Council of Ankeny, Iowa, desires that an election on the imposition of a new local sales and services tax, effective January 1, 2025, be placed on the ballot for the September 10, 2024, election pursuant to Section 423B.6(4)(b)(2) of the Code of Iowa Rule 701–21.800(2) of the Administrative Code of Iowa.

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

Section 1. That there is hereby called a special election on Tuesday the 10th of September, 2024, at which election there shall be submitted to the registered voters of the City of Ankeny, Iowa the follow question, to wit:

SHALL THE FOLLOWING PUBLIC MEASURE BE ADOPTED? YES ☐

NO ☐

Summary: To authorize imposition of a local sales and services tax in the City of Ankeny at the rate of one percent (1%) to be effective on January 1, 2025, until repealed.

A new local sales and services tax shall be imposed in the City of Ankeny at the rate of one percent (1%) to be effective on January 1, 2025.

Revenues from the sales and services tax are to be allocated as follows:

> 50% for property tax relief.

The specific purpose for which the revenues shall otherwise be expended is:

> 50% for capital projects, including street improvements, park and trail improvements and recreational facilities, public infrastructure, public safety equipment, and public facilities; or debt retirement.

Section 2. That the Auditor of Polk County, Iowa, being the County Commissioner of Elections, is hereby directed to publish a notice of the ballot proposition not less than 60 days before the date of election as required by Rule 701–21.800(3)(a) of the Administrative Code of Iowa.

Section 3. That the Auditor of Polk County, Iowa, being the County Commissioner of Elections, is hereby directed to publish a notice of the election not less than four clear days nor more than twenty days prior to the date of said election as required by Section 49.53 of the Code of Iowa.

Section 4. That both notices shall be published by the County Commissioner of Elections in a legal newspaper, published wholly in the English language, as defined by Section 618.3 of the Code of Iowa.

Section 5. That the County Commissioner of Elections shall cause to be prepared all such ballots and election registers and other supplies as may be necessary for the proper and legal conduct of said election.

Section 6. That the City Clerk is hereby directed to file a certified copy of this Resolution in the office of the County Commissioner of Elections, which filing shall also constitute the "written notice" to the County Commissioner of Elections of the election date required to be given by the governing body under the provisions of Chapter 47 of the Code of Iowa.

PASSED AND APPROVED this 20th day of May, 2024.

Mark E. Holm, Mayor

ATTEST:

Diane Klemme, Deputy City Clerk

city of Ankeny

# Local Option Sales Tax

**David Jones, City Manager**

# Goals

Provide information regarding local sales tax

Opportunity to ask questions

city of Ankeny

# Strategic Planning Goals

**Goal 2.4:**
**Reduce the City’s debt burden**

**Goal 2.5: Diversify Revenue Sources**

**Local option sales tax provides a sustainable and diversified revenue source that helps balance the tax burden across different sectors of the community**

# About Local Option Sales Tax

### Local Option Sales Tax

Counties and cities in Iowa can impose up to a 1% tax on sales.

### Revenue Purpose Statement

The city council must designate how the funds will be allocated through a revenue purpose statement.

### Property Tax Relief

At least 50% of local option sales tax revenue must be used to provide property tax relief to residents.

### Voter Approval

A referendum must be held in Ankeny to approve local option sales tax. A majority plus one vote is required to pass the referendum.

**Enacting a local option sales tax in Iowa requires voter approval through a referendum.**

# About Local Option Sales Tax

### 1% sales tax

A 1% sales tax is applied to retail sales and some services in Iowa where approved.

### Online sales

Local option sales tax is collected from online sales in some circumstances.

### Revenue Distribution

County wide collection then distributed to participating cities based on a formula.

### Polk County

The 1% tax applies to any applicable retail purchase or contracted service in major cities in Polk County (except Ankeny).

**Local option sales tax is a 1% sales tax applied to retail and services in Iowa counties and cities where approved.**

city of Ankeny

# Local Option Sales Tax as a Revenue Source

1. Way to reduce debt, diversify revenues and rely less on property taxes
2. A dedicated revenue source for streets, trails and parks without raising property taxes
3. Ensures fair contribution from everyone, including nonresidents

# How Local Option Sales Tax is Distributed

All local option sales tax collected in Polk County goes into a special fund.

This fund is distributed among the jurisdictions within the county that enact local option sales tax.

Distribution to each city is determined by a combination of population and property tax levy.

Ankeny is the

# ONLY

city in
Polk County

without local option
sales tax

Ankeny is

# 1 of 11

cities in Iowa

without local option
sales tax

# 98.8%

of cities
in Iowa

have local option
sales tax*

*Iowa Department of Revenue

city of Ankeny

# Polk County Residents Supported Local Option Sales Tax

| | |
|---|---|
| Grimes | 81% |
| Clive | 77% |
| Johnston | 76% |
| Altoona | 73% |
| Des Moines | 70% |
| Urbandale | 65% |
| West Des Moines | 63% |

# 2021 Citizen Survey Results

Ankeny residents were asked:
“How much would you support or oppose a new 1-cent sales tax (total sales tax rate of 7%) that would go to the City for the following purposes: property tax reduction, recreational/cultural amenities, and capital project/infrastructure funding?”

| | |
|---|---|
| **Strongly/somewhat support** | **70%** |
| **Strongly/somewhat oppose** | **30%** |

city of Ankeny

# FY 2023 Payments to Cities in Polk County

**$90,416,741**

**Des Moines**
$54,368,481

**Grimes**
$2,737,502

**Altoona**
$3,588,318

**Bondurant**
$1,324,682

**West Des Moines**
$9,357,396

**Clive**
$2,246,633

**Johnston**
$4,391,998

**Urbandale**
$7,069,972

# Local Option Sales Tax Impact on the Largest Cities in Iowa

| | |
|---|---|
| **Des Moines** | **$54,391,028** |
| **Cedar Rapids** | **$25,325,180** |
| **Davenport** | **$21,416,483** |
| **Sioux City** | **$16,528,120** |
| **West Des Moines** | **$14,015,120** |
| **Waterloo** | **$12,405,496** |
| **Council Bluffs** | **$12,466,693** |
| **Dubuque** | **$11,411,384** |
| **Ames** | **$10,668,381** |

**More than**

**$543 Million**

**in local sales tax revenue collected in the state of Iowa in FY 2023**

It’s estimated that Ankeny would have received more

# $10.5 Million

In local option sales tax revenue in FY 2023

city of Ankeny

*Estimate provided by Iowa Department of Revenue*

# Who pays the $10.5 Million in sales tax in Ankeny?

**60%**

**RESIDENTS**

**40%**

**NONRESIDENTS**

**Ankeny is 23% above statewide average in per capita taxable sales**

# Who pays for the street improvements, parks, trails, recreational facilities, public safety equipment, debt retirement and other CIP projects in Ankeny?

**100%**

**TAXPAYERS**

city of Ankeny

## 50%

Property Tax Relief

## $9

Property Tax Rate

## 9.1%

Reduction of Property Tax Rate

# Why Now

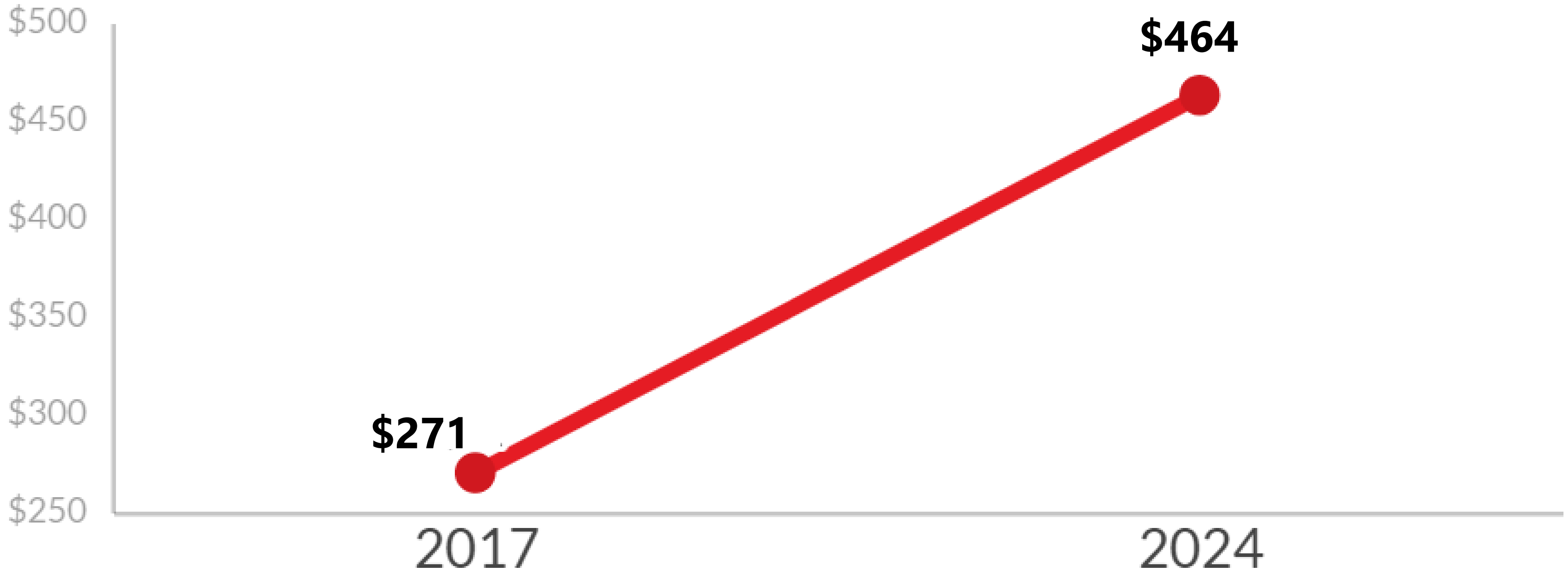
Reliance on property tax

Retail investment

**Future Growth**

Cost of doing business

# Fire Station No. 3 & 4 Construction Cost Comparison



Cost per square foot

**71%**

**INCREASE**

Construction costs increased by 71% in 7 years

# Debt Service vs Cash

$60.19 million in CIP projects

$60.19 million
in costs

$60.19 million in projects

Debt service
payments of
$70.56 million

# 50% for Capital Improvement Projects

POLICE
OFFICER REED
ANKENY FIRE

city of Ankeny

# Ballot Language

Fifty percent (50%) for property tax relief; and
Fifty percent (50%) of such revenues for capital projects, including street improvements, park and trail improvements and recreational facilities, public infrastructure, public safety equipment, public facilities; or debt retirement.

# Local Option Sales Tax Timeline (Amended)

**May 6, 2024**

City Council approves ballot language and resolution for a special election

**July & August 2024**

Public Education campaign for local option sales tax

**Sept. 10, 2024**

Special Election Day

Ankeny residents decide

**Jan. 1, 2025**

Local option sales tax goes into effect in Ankeny

**Late Feb. 2025**

Ankeny receives first payment of local option sales tax revenue

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

| | |
|---|---|
| ORIGINATING DEPARTMENT: | COUNCIL GOAL: |

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

# ATTACHMENTS:

| **Click to download** |
|---|
| No Attachments Available |

ANKENY CITY COUNCIL

City Council Agenda

May 20, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

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ACTION REQUESTED:

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LEGAL:

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SUBJECT:

- ***Public Hearing - Hope Crossing LUP Amendment Area 1 - 6/3/24 @ 5:30 p.m.***
- ***Public Hearing - rezone Hope Crossing Area A - 6/3/24 @ 5:30 p.m.***
- ***Public Hearing - Hope Crossing LUP Amendment Area 2 - 6/3/24 @ 5:30 p.m.***
- ***Public Hearing - rezone Hope Crossing Area B - 6/3/24 @ 5:30 p.m.***
- ***Public Hearing - Hope Crossing LUP Amendment Area 3 - 6/3/24 @ 5:30 p.m.***
- ***Public Hearing - Hope Crossing LUP Amendment Area 4 - 6/3/24 @ 5:30 p.m.***
- ***Public Hearing - rezone Hope Crossing Area C - 6/3/24 @ 5:30 p.m.***
- ***Public Hearing - amended Development Agreement - SPAL USA, Inc - 6/3/24 @ 5:30 p.m.***
- ***Public Hearing - amended Development Agreement - Pet Parents, LLC - 6/3/24 @ 5:30 p.m.***
- ***Council Action Planning Session - Transportation Master Plan Update - 6/17/24 @ 5:30 p.m.***

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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## PUBLIC OUTREACH EFFORTS:

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## ACTION REQUESTED:

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## ADDITIONAL INFORMATION:

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## ATTACHMENTS:

| **Click to download** |
|---|
| No Attachments Available |