



ANKENY CITY COUNCIL

Regular Meeting

Monday, May 15, 2023

5:30 PM

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro-Tem

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

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

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

ELECTRONIC MEETING INFORMATION

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

Meeting ID: 973 1299 2966

Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the May 15, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the May 15, 2023 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. Postponed PH Proposed Delaware Ground Storage Reservoir Rehabilitation Project

Action# C1-1. No action. This Public Hearing is cancelled and rescheduled for June 5, 2023.

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 1, 2023, as published, subject to correction, as recommended by the City Clerk.
- CA - 2** Receive and file minutes of the Human Rights Commission meeting of March 23, 2023.
- CA - 3** Receive and file minutes of the Civil Service Commission meeting of April 11, 2023.
- CA - 4** Receive and file minutes of the Plan and Zoning Commission meeting of April 18, 2023.
- CA - 5** Receive and file minutes of the Zoning Board of Adjustment meeting of April 18, 2023.

- **Licenses and Permits**

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

- **Finance/Budget**

- CA - 7** Consider motion to receive and file Financial Reports for April 2023.
- CA - 8** Consider motion to receive and file Building Permit Report for April 2023.
- CA - 9** Consider motion to receive and file Utility Billing Report for April 2023.
- CA - 10** Consider motion to approve Change Order #5 increasing the contract amount by \$3,300.00 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction - I-35 to NE Four Mile Drive project.
- CA - 11** Consider motion to approve Change Order #5 increasing the contract amount by \$9,657.00 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.
- CA - 12** Consider motion to approve Change Order #1 increasing the contract amount by

\$4,400.00 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.

- CA - 13** Consider motion to approve Change Order #1 increasing the contract amount by \$550.00 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
- CA - 14** Consider motion to approve Change Order #1 increasing the contract amount by \$7,639.00 to Shekar Engineering, P.L.C, for construction services on the 2023 Pedestrian Ramp Improvements Program - Fountain View project.
- CA - 15** Consider motion to approve Amendment #2 to the Professional Services Agreement increasing the contract amount by \$457,313.00 with HR Green, Inc. for additional design and construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.
- CA - 16** Consider motion to approve Payment #10 in the amount of \$148,136.73 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
- CA - 17** Consider motion to approve Payment #11 in the amount of \$112,265.11 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.
- CA - 18** Consider motion to approve Payment #10 in the amount of \$62,624.73 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.
- CA - 19** Consider motion to approve Payment #1 in the amount of \$8,449.06 to Alliance Construction Group LLC, for construction services on the 2023 PCC Reconstruction Program - SE Creekview Drive project.
- CA - 20** Consider motion to approve Payment #2 in the amount of \$8,156.00 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr/Ash Drive/9th Street Concept Study project.
- CA - 21** Consider motion to approve Payment #2 in the amount of \$3,703.70 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
- CA - 22** Consider motion to approve Payment #2 in the amount of \$347,978.24 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.
- CA - 23** Consider motion to approve Payment #2 in the amount of \$294,819.59 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
- CA - 24** Consider motion to approve Payment #24 in the amount of \$19,437.33 to FOX Strand, for engineering services on the Ankeny ASR project.
- CA - 25** Consider motion to approve Payment #17 in the amount of \$4,721.35 to HR Green, Inc., for construction administration and construction inspection services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
- CA - 26** Consider motion to approve Payment #6 in the amount of \$2,274.50 to HR Green, Inc., for engineering services on the Otter Creek Trunk Sewer - Phase 3 project.
- CA - 27** Consider motion to approve Payment #13 in the amount of \$32,390.44 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

- CA - 28** Consider motion to approve Payment #9 in the amount of \$835.00 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.
- CA - 29** Consider motion to approve Payment #1 in the amount of \$228,556.46 to Musco Sports Lighting dba Iowa Sports Turf for construction services on the Cherry Glen Ballfield Development project.
- CA - 30** Consider motion to approve Payment #1 in the amount of \$39,041.00 to Nilles Associates, Inc., for engineering services on the SW Prairie Trail Parkway Complex project.
- CA - 31** Consider motion to approve Payment #1 in the amount of \$145,789.37 to On Track Construction, LLC for construction services on the NW Northlawn Area Utility Improvements - Phase 2.
- CA - 32** Consider motion to approve Payment #1 in the amount of \$66,327.62 to Shekar Engineering, P.L.C, for construction services on the 2023 Pedestrian Ramp Improvements Program - Fountain View project.
- CA - 33** Consider motion to approve Payment #6 in the amount of \$601,414.67 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.
- CA - 34** Consider motion to approve Payment #1 in the amount of \$10,583.01 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.
- CA - 35** Consider motion to approve Payment #1 in the amount of \$174,548.25 to TK Concrete, Inc., for construction services on the 2023 PCC Street Patching Program project.
- CA - 36** Consider motion to approve the May 15, 2023 Accounts Payable.
- CA - 37** Consider motion to adopt **RESOLUTION** authorizing the purchase of three (3) truck chassis for Public Works Department single axle snow plow trucks (replace existing trucks #224 and #269; add new truck #219).
- CA - 38** Consider motion to reset public hearing on an Amendment of Current City Budget for Fiscal Year July 1, 2022 - June 30, 2023 and direct City Clerk to publish notice of such hearing (date of hrg: 06/05/23 @ 5:30 p.m.).

- **Personnel Items**

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

- **Community Development Items**

- CA - 40** Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of a traffic signal at the intersection of SE Delaware Avenue and the private drive approximately 700' north of SE 54th Street.
- CA - 41** Consider motion to adopt **RESOLUTION** accepting a public storm water management facility maintenance covenant and permanent easement agreement located on the property at 1302 N Ankeny Boulevard, and associated with the development of the Northview Stadium Phase 3 Site Plan.
- CA - 42** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of

the City Council of the City of Ankeny, Iowa, to consider a request to vacate a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres (+/-) (date of hrg: 06/05/23 @ 5:30 p.m.).

- **Engineering Items**

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

- **Capital Improvement Projects**

- CA - 44** **2023 Sidewalk Gaps and Replacements Improvement Program**: Consider motion to approve: a) Final Change Order #1 decreasing the contract amount by \$763.50; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Howrey Construction, Inc. in the amount of \$108,117.50; and d) Final Payment #1 in the amount of \$102,711.62; and Retainage Payment in the amount of \$5,405.88.

- CA - 45** **2023 PCC Pavement Preservation Program**: Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$566.20; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Iowa Civil Contracting, Inc. in the amount of \$429,581.20; and d) Final Payment #1 in the amount of \$408,102.14; and Retainage Payment in the amount of \$21,479.06.

- CA - 46** **NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive**: Consider motion to approve: a) Final Change Order #8 decreasing the contract amount by \$60,132.85; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Sternquist Construction in the amount of \$4,457,559.90; and d) Final Payment #16 in the amount of \$0.00; and Retainage Payment in the amount of \$92,563.85 and Remainder of Retainage Payment in the amount of \$71,045.30.

- CA - 47** Consider motion to adopt **RESOLUTION** ordering preparation of final plat and schedule of assessments for the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

- CA - 48** Consider motion to adopt **RESOLUTION** ratifying, confirming, and approving the change in dates for submission of bids and for public hearing on plans, specifications, form of contract and estimate of costs for the Delaware Ground Storage Reservoir Rehabilitation. (date of bid opening: 5/30/23 @ 10:30 a.m./date of hrg: 6/5/23 @ 5:30 p.m.)

- **Administrative Items**

- CA - 49** Consider motion to adopt **RESOLUTION** authorizing the renewal of a 28E Agreement by and between the City of Ankeny, Iowa and the members of the Polk County Emergency Management Commission for funding of emergency management administration.

- CA - 50** Consider motion to adopt **RESOLUTION** authorizing the Partial Termination Certificate of the Development Agreement between the City of Ankeny, Iowa and Threshold Otter Creek, LLC for the Spectrum 36 Plat 1.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-50.

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-50.

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

G. **RECESS - Mark Holm, Mayor**

H. **LEGISLATIVE BUSINESS:**

- **Approval of Ordinances:**

1. Ord 2141 An Ordinance amending the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations.

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2141, sending it on its final passage and publication as required by law.

2. Ord 2143 An Ordinance creating Chapter 144 of the code of ordinances of the City of Ankeny, Iowa, by creating provisions pertaining to the 2023 Register's Annual Great Bicycle Ride Across Iowa (RAGBRAI).

Action# H2-1. Consider motion to accept second consideration of ORDINANCE 2143.

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 2143, sending it on its final passage and publication as required by law.

I. **OLD BUSINESS: none**

J. **NEW BUSINESS:**

1. Proposed NW Northlawn Area Utility Improvements - Phase 3
Professional Services Agreement with Snyder & Associates

Action# J1-1. Consider motion to approve the Professional Services Agreement with Snyder & Associates for design engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project in an amount not to exceed \$72,350.00 and authorize the Mayor to execute said Agreement.

2. Proposed SE Corporate Woods Drive & Crosswinds Drive Traffic Signal
Professional Services Agreement with Bolton & Menk, Inc.

Action# J2-1.

Consider motion to approve the Professional Services Agreement with Bolton & Menk, Inc., for the traffic engineering services for the SE Corporate Woods Drive & Crosswinds Drive Traffic Signal in an amount not to exceed \$39,000.00 and the Mayor to execute said agreement.

3. Proposed Otter Creek Trunk Sewer - Phase 4
Professional Services Agreement with Civil Design Advantage

Action# J3-1. Consider a motion to approve the Professional Services Agreement with Civil Design Advantage, for the design engineering and bidding phase services on the Otter Creek Trunk Sewer - Phase 4 Project in an amount not to exceed \$148,500.00 and the Mayor to execute said agreement.

4. Proposed South Ankeny Boulevard Improvements - SE Peterson Drive to 1st Street Professional Services Agreement with Snyder & Associates, Inc.

Action# J4-1. Consider motion to approve the Professional Services Agreement with Snyder & Associates, Inc. for the conceptual and preliminary design engineering services on the South Ankeny Boulevard Improvements - SE Peterson Drive to 1st Street project in an amount not to exceed \$497,700.00 and authorize the Mayor to execute said agreement.

5. Des Moines Area Metropolitan Planning Organization Electric Vehicle Grant Application

Action# J5-1.

Consider motion to approve or deny the RESOLUTION authorizing the City of Ankeny, Iowa to submit sites to a regional joint application for funding from the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program (CFI) for up to four sites to the Des Moines Area Metropolitan Planning Organization's (MPO) for inclusion and further approving the application which obligates the City of Ankeny to matching funds not to exceed \$44,000 for construction.

6. \$15,200,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2023B

Action# J6-1. Consider motion to receive and file report of bids received on May 15, 2023 at 10:00 A.M.

Action# J6-2. Consider motion to adopt RESOLUTION directing sale of \$15,200,000 (subject to adjustment per terms of offering) General Obligation Bonds, Series 2023B.

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 - Annexation - Hope K. Farms, LLC & Clayton Mitchell Living Trust - 6/5/23 @ 5:30 p.m.***
- ***Public Hearing - 2023 Creekside Park Improvements - 6/5/23 @ 5:30 p.m.***
- ***Public Hearing - Delaware Ground Storage Reservoir Rehabilitation - 6/5/23 @ 5:30 p.m.***

- *Public Hearing - Amend Current City Budget Fiscal Year July 1, 2022 - June 30, 2023 - 6/5/23 @ 5:30 p.m.*
- *Public Hearing - vacate - ROW Crosswinds Business Park Plat 1 - 6/5/23 @ 5:30 p.m.*
- *Regular Council Meeting - 6/19/23 @ 5:30 p.m.*

L. ADJOURNMENT

1. Adjournment

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



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

<https://zoom.us/j/97312992966?pwd=OEFOcWZGS0NYUmtNVDhNxcWZFak9Pd09>

Meeting ID: 973 1299 2966
Passcode: 1234

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:
Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the May 15, 2023 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the May 15, 2023 agenda, with/without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Postponed PH: Proposed Delaware Ground Storage Reservoir Rehabilitation Project

EXECUTIVE SUMMARY:

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

Schedule for the proceedings:

1.Set Date for Bid Opening and Public Hearing: April 17, 2023.

2. Postpone Public Hearing: May 15, 2023.

3. Post revised Notice to Bidders and Notice of Public Hearing: May 3, 2023

4. Publish revised Notice to Bidders and Notice of Public of Hearing: May 19, 2023

5. Bid Opening (10:30 A.M., Public Services Building): May 30, 2023

6. Public Hearing and Contract Award: June 5, 2023

(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

Cancel the May 15th public hearing and reschedule the public hearing for June 5, 2023 due to an issue with the timing of posting the Notice to Bidders with Master Builders and the Iowa League of Cities.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: No action. This Public Hearing is cancelled and rescheduled for June 5, 2023.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Resolution



PUBLIC HEARING

5:30 P.M.

MAY 15, 2023

PROPOSED DELAWARE GROUND STORAGE RESERVOIR REHABILITATION

Mayor:

This Public Hearing is cancelled and rescheduled for June 5, 2023.

Council Member _____ introduced the following Resolution entitled "RESOLUTION RATIFYING, CONFIRMING, AND APPROVING THE CHANGE IN DATES FOR SUBMISSION OF BIDS AND FOR PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE DELAWARE GROUND STORAGE RESERVOIR REHABILITATION" 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 RATIFYING, CONFIRMING, AND APPROVING THE CHANGE IN DATES FOR SUBMISSION OF BIDS AND FOR PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE DELAWARE GROUND STORAGE RESERVOIR REHABILITATION

WHEREAS, on April 17, 2023, the Council adopted a Resolution ordering construction of the Delaware Ground Storage Reservoir Rehabilitation; and

WHEREAS, pursuant to said Resolution, the City Clerk was directed to post the notice to bidders not less than thirteen clear days nor more than forty-five days prior to May 9, 2023, the date fixed for receiving bids; and

WHEREAS, pursuant to said Resolution, the City Clerk was directed to publish notice of public hearing not less than four clear days nor more than twenty days prior to May 15, 2023, the date fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project; and

WHEREAS, the Notice to Bidders and Notice of Public Hearing was not timely posted on a relevant contractor plan room service with statewide circulation, a relevant construction lead generating service with statewide circulation or on an internet site sponsored by the city or a statewide association that represents the city and it is therefore necessary to reschedule the bid deadline and public hearing in this matter.

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

Section 1. That the actions of the Project Engineer in changing the time and date for the receipt of bids to before 10:30 A.M. on May 30, 2023 is hereby ratified, confirmed, and approved.

Section 2. That the actions of the Project Engineer in changing the time and date for the public hearing on the plans, specifications, form of contract and estimate of costs to June 5, 2023 is hereby ratified, confirmed, and approved.

Section 3. That the actions of the City Clerk in posting a revised Notice to Bidders and Notice of Public Hearing once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by the City not less than thirteen clear days nor more than forty-five days prior to May 30, 2023 is hereby ratified, confirmed, and approved.

Section 4. That the City Council hereby delegates to the City Clerk or her designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on June 5, 2023, at 5:30 P.M.

Section 5. That the actions of the City Clerk in publishing a revised Notice to Bidders and Notice of Public Hearing in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City, not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be held at 5:30 o'clock P.M. on June 5, 2023, is hereby ratified, affirmed, and confirmed.

Section 6. That the form of the amended Notice to Bidders and Notice of Public Hearing for the Delaware Ground Storage Reservoir Rehabilitation is hereby ratified, confirmed, and approved.

PASSED AND APPROVED this 15th day of May, 2023.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of May 1, 2023, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Monday, May 1, 2023 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

Mayor Mark Holm called the meeting to order at 5:30 p.m. Council Members Bobbi Bentz, Jeff Perry and Todd Shafer were in attendance. Council Member Joe Ruddy joined the meeting electronically at 5:36 p.m. Council Member Kelly Stearns was absent. City Manager David Jones and City Attorney Amy Beattie were also present. Mayor Holm led in the Pledge of Allegiance.

PUBLIC FORUM

1. Steve Udelhofen, 853 SE Delaware Ave, Ankeny, Iowa expressed concerns with noise and the pond at Miller's Pointe.
2. Margaret Hammer, 821 SE Delaware Ave, Ankeny, Iowa expressed concerns with the pond at Miller's Pointe.

APPROVAL OF AGENDA

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

PUBLIC HEARING

3. PH 2023-32. Mayor Holm announced this is the time and place for the public hearing on the matter of the proposed Ordinance 2142 vacating a portion of roadway easement along SW 3rd Street at 2943 SW 3rd Street. Notice of this hearing was published in the Des Moines Register on the 21st day of April, 2023.

Eric Jensen, Director of Community Development, reported that the current property owners have requested a portion of the Roadway Easement be vacated at 2943 SW 3rd Street. The easement was filed and recorded February 11, 1947 by the United States of America. Polk County assigned the easement to the City of Ankeny in 1970. November 1973, a plat of survey was recorded, which did acknowledge the full width of the Roadway Easement and a building permit for a single-family home was issued. A Certificate of Occupancy was issued February 1975. May 1982, the City Engineer sent a letter to the property owners regarding this easement. The property has since transferred ownership. A home sale is now pending due to the home's location within the Roadway Easement area. The Public Works Department has requested that the City retain at least 30-feet from the centerline of the road. The applicant has surveyed the property and requested that the City vacate the excess Roadway Easement area as shown on the vacation plat. City staff has reviewed the request, and has determined that the vacation is appropriate.

Mayor Holm then asked for any public comment regarding the proposed vacation. Hearing no comments, Council Member Perry moved, Bentz seconded, to close public hearing 2023-32. Ayes: 4.

4. PH 2023-33. Mayor Holm announced this is the time and place for a public hearing on the matter of a proposed development agreement between the City of Ankeny and SPAL-USA, Inc. related to business expansion. The Notice of Hearing on this proposal was published in the Des Moines Register on the 21st day of April, 2023.

Derek Lord, Director of Economic Development, reported that SPAL-USA, Inc. is proposing construction of an approximately \$25 million, 215,000 square foot U.S. headquarters and production facility on 25 acres located at the northeast corner of SE 77th Street and SE Convenience Blvd. in the Crosswinds Business Park. The total project cost is expected to exceed \$35 million. The agreement allows for five years of property tax rebates equal to 100% of the TIF eligible amount of property taxes paid on this new facility. The maximum amount of TIF rebates over the five-year term will not exceed \$1,200,000. This investment is also expected to qualify for industrial property tax exemption. The terms of this agreement requires construction to commence within twelve months of approval of this agreement and requires SPAL to create no less than 39 net new jobs at specific wages outlined in the development agreement.

Mayor Holm then asked for any public comment regarding the proposed agreement. Anne Wegner and Tom Phillips, representing SPAL-USA, Inc. spoke about the company and the project, thanking the City. Council Member Bentz moved, Perry seconded, to close public hearing 2023-33. Ayes: 4.

5. PH 2023-34. Mayor Holm announced this is the time and place for the public hearing and meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$3,248,000 Water Revenue Capital Loan Notes, of the City of Ankeny, State of Iowa, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of: acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main. Notice of this public hearing was published in the Des Moines Register on the 25th day of April 2023 pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa.

Jennifer Sease, Administrative Services Director, reported that the not to exceed \$3,248,000 Water Revenue Capital Loan Notes are being proposed to fund the design and construction of the South Ankeny Boulevard Transmission Main project in the 2023 Capital Improvement Program.

Mayor Holm then asked for any public comment regarding the proposed loan and disbursement agreement and capital loan note issuance. Hearing no comments, Council Member Shafer moved, Perry seconded, to close public hearing 2023-34. Ayes: 4.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of April 17, 2023, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of April 4, 2023.
3. Receive and file minutes of the Zoning Board of Adjustment meeting of March 21, 2023.
4. Receive and file minutes of the Park Board meeting of February 27, 2023.
5. Receive and file minutes of the Library Board of Trustee meeting of March 16, 2023.

Licenses and Permits

6. Issuance of a fireworks permit within the City of Ankeny to J & M Displays, to be held following the Sips & Songs event, June 30, 2023 at Promenade Park.
7. Issuance of liquor licenses and / or beer / wine permits in the City of Ankeny.

Finance/Budget

8. Payment #12, \$1,951.69 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
9. Payment #1, \$25,629.81 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.
10. Payment #34, \$14,149.82 to Foth Infrastructure and Environment, LLC for engineering services on the West First St Widening and Improvements - Phase 1 project.
11. Payment #1, \$18,156.59 to HGS, LLC, for construction services on the Rock Creek Greenbelt - Native Vegetation project.
12. Payment #1, \$1,812.00 to HR Green, Inc., for engineering services on the NW Irvinedale Dr & NW 18th St Intersection Improvements project.
13. Payment #6, \$170.00 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.
14. Payment #10, \$1,901.25 to JEO Consulting Group, Inc., for engineering services on the SE 3rd St Improvements - Phase 2 project.
15. Payment #19, \$1,987.50 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Ave HMA Widening project.
16. Payment #1, \$6,332.50 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan project.
17. Payment #12, \$33,864.41 to McClure Engineering Company, for engineering services on the NW 18th St Reconstruction - NW Ash Dr to N Ankeny Blvd project.
18. Payment #3, \$30,275.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking Improvements project.
19. Payment #12, \$10,615.50 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
20. Payment #9, \$6,876.96 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
21. Payment #10, \$2,091.59 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development project.
22. Payment #26, \$19,862.85 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
23. Payment #27, \$8,694.69 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
24. Payment #21, \$21,058.49 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
25. Payment #29, \$18,725.83 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
26. Payment #13, \$2,793.61 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.
27. Payment #40, \$3,203.67 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Dr – RISE project.
28. Payment #3, \$14,524.20 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
29. Payment #4, \$9,392.75 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.
30. Payment #7, \$252,487.20 to WRH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 – Well Pump and Control Building project.

31. May 1, 2023 Accounts Payable by fund: General 296,946; Parks Improvements 200; Road Use Tax 124,577; Library Foundation 1,006; Solid Waste 98,003; Water 130,184; Sewer 5,327; Storm Water 525; Golf Course 79,237; Enterprise Project 298,275; Revolving 33,077; Risk Management 138,414; Health Insurance 547; Capital Projects 276,350; Payroll Totals 1,875,289; Transfers/ACH (196,434); Agenda Payments approved separately (506,558); Grand Total \$2,654,965.
32. **RESOLUTION 2023-188** authorizing the acceptance of proposals from Romtec, Inc. for the purchase and installation of restrooms at Midway Park and the Rally Complex.
33. **RESOLUTION 2023-189** authorizing the purchase of office furniture from All Makes for the Ankeny Police Department.
34. Set public hearing on an Amendment of Current City Budget for Fiscal Year July 1, 2022 - June 30, 2023 and direct City Clerk to publish notice of such hearing (date of hrg: 05/15/23 @ 5:30 p.m.).

Personnel

35. **RESOLUTION 2023-190** authorizing benefit changes for the July 1, 2023 - June 30, 2024 plan year.

Community Development

36. **RESOLUTION 2023-191** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider an 80/20 voluntary urbanized annexation of certain territory owned by Hope K Farms, LLC and Clayton Mitchell Living Trust, located adjacent to the southeast quadrant of the City of Ankeny (date of hrg: 6/5/23 @ 5:30 pm)
37. **RESOLUTION 2023-192** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement associated with the development of Lot 2, Campus Town Plat 1.
38. **RESOLUTION 2023-193** accepting final plat, warranty deed to streets, acquisition plat, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements for Delaware Landing Plat 1.
39. **RESOLUTION 2023-194** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of water main, sanitary sewer, and subgrade in Delaware Landing Plat 1.
40. **RESOLUTION 2023-195** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Delaware Landing Plat 1.
41. **RESOLUTION 2023-196** authorizing the Mayor to sign a Development Agreement with Parlay Ankeny, LLC, concerning the reimbursement of fifty percent (50%) of the costs related to the preparation, construction, and installation of a traffic signal on SE Delaware Avenue associated with the development of the Copeland Commercial Site Plan.
42. **RESOLUTION 2023-197** receiving and filing application for the annexation of, and providing for the giving of notice for annexation of certain territory located adjacent to the northwest quadrant of Ankeny.
43. Receive and file correspondence from Snyder & Associates on behalf of Legacy Cutler, LLC, Legacy Reichardt, LLC, and Legacy Housby, LLC dated April 14, 2023, requesting to vacate a portion of City owned right-of-way for the westerly 54-feet of Street Lot B, Crosswinds Business Park Plat 1.

Engineering

44. **RESOLUTION 2023-198** accepting a proposal from Iowa Signal, Inc. in the amount of \$56,895.00 for construction of the NW 36th Street Fiber Optic Redundancy.

45. **RESOLUTION 2023-199** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of utilities in the Vintage Business Park at Prairie Trail Plat 9 (Fieldhouse Turn Lane) project.
46. **RESOLUTION 2023-200** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of paving improvements in the Vintage Business Park at Prairie Trail Plat 9 (Fieldhouse Turn Lane) project.
47. **RESOLUTION 2023-201** accepting maintenance bond for storm sewer in the Aim High Automotive Addition at 1001 SW Ordinance Rd.

Capital Improvement Projects

48. **RESOLUTION 2023-202** ordering construction on the 2023 Creekside Park Improvements project, and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 5/30/23 @ 10:30 A.M. / date of hrg: 6/5/23 @ 5:30 P.M.)

Administrative

49. Approve agreement with Barkpass, LLC for pet licensing software as a Service (SaaS).
50. Approve the release of mortgage on property located at 2402 SE Hulsizer Road, Ankeny, Iowa.

Approval of Consent Agenda Items

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

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2141.** An Ordinance amending the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations. Council Member Bentz moved, Perry seconded, to accept second consideration of ORDINANCE 2141. Ayes: Bentz, Perry, Ruddy, Shafer.
2. **Ord 2142.** An Ordinance vacating a portion of Roadway Easement along SW 3rd Street at 2943 SW 3rd Street. (PH 2023-32) Council Member Bentz moved, Perry seconded, to accept first consideration of ORDINANCE 2142. Ayes: Bentz, Perry, Ruddy, Shafer. Council Member Perry moved, Shafer seconded, to accept staff's request to suspend the rule that all ordinances must be considered on three different days and accept second and third consideration of ORDINANCE 2142, sending it on its final passage and publication as required by law. Ayes: Perry, Shafer, Bentz, Ruddy. Council Member Bentz moved, Perry seconded, to adopt **RESOLUTION 2023-203** authorizing the sale of real estate vacated by the City of Ankeny to Kara Bixby Rodriguez and Joel Rodriguez Castro. Ayes: Bentz, Perry, Ruddy, Shafer.
3. **Ord 2143.** An Ordinance creating Chapter 144 of the code of ordinances of the City of Ankeny, Iowa, by creating provisions pertaining to the 2023 Register's Annual Great Bicycle Ride Across Iowa (RAGBRAI). Council Member Bentz moved, Shafer seconded, to accept first consideration of ORDINANCE 2143. Ayes: Bentz, Shafer, Perry, Ruddy.

NEW BUSINESS

1. Proposed Development Agreement between the City of Ankeny and SPAL-USA, Inc. (PH 2023-33) Council Member Bentz moved, Perry seconded, to adopt **RESOLUTION 2023-204**

approving a development agreement between the City of Ankeny and SPAL-USA, Inc. Ayes: Bentz, Perry, Ruddy, Shafer.

2. Proposed Iowa Economic Development Authority High Quality Jobs Program Application for SPAL-USA, Inc. Council Member Perry moved, Bentz seconded, to adopt **RESOLUTION 2023-205** of the City Council of the City of Ankeny, Iowa approving the application of SPAL-USA, Inc. to the Iowa Economic Development Authority High Quality Jobs Program. Ayes: Perry, Bentz, Ruddy, Shafer.
3. \$15,200,000 General Obligation Bonds, Series 2023B Council Member Bentz moved, Shafer seconded, to adopt **RESOLUTION 2023-206** directing the advertisement for sale of \$15,200,000 General Obligation Bonds, Series 2023B, and approving electronic bidding procedures and official statement. Ayes: Bentz, Shafer, Perry, Ruddy.
4. Proposed Issuance of Not to Exceed \$3,248,000 Water Revenue Capital Loan Notes (PH 2023-34) Council Member Bentz moved, Perry seconded, to adopt **RESOLUTION 2023-207** instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed \$3,248,000 Water Revenue Capital Loan Notes. Ayes: Bentz, Perry, Ruddy, Shafer. Council Member Bentz moved, Perry seconded, to adopt **RESOLUTION 2023-208** approving and authorizing a form of loan and disbursement agreement by and between the City of Ankeny and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C, of the City of Ankeny, State of Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of the notes; approval of tax exemption certificate. Ayes: Bentz, Perry, Ruddy, Shafer.

ADJOURNMENT

1. Meeting adjourned at 6:23 p.m.

Michelle Yuska, City Clerk

Mark Holm, Mayor

Published in the Des Moines Register on 5/12/23.



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Receive and file minutes of the Human Rights Commission meeting of March 23, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 HRC Approved Minutes 3-23-2023

Meeting Minutes

Human Rights Commission

Thursday, March 23, 2023

5:30 p.m.

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

Aubrey Alvarez
Dustin Graber

Lindsay Norland
Tim Olson
Laura Parkinson

1. CALL TO ORDER

Chair Olson called the meeting to order at 5:32 PM.

2. ROLL CALL

Olson, Norland, Graber, Parkinson and Alvarez present. Brandt Johnson, staff liaison present.

3. MOTION TO APPROVE THE AGENDA FOR March 23, 2023

Graber motioned to approve the agenda as presented, Alvarez seconded. Ayes: 5, motion carried.

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

Graber motioned to approve the minutes from the February 23, 2023 meeting. Alvarez seconded. Ayes: 5, motion carried.

5. OLD BUSINESS

a. None

6. NEW BUSINESS

a. Discussion and Possible Action– 2023 HRC Work Plan

Johnson shared with the commission a draft 2023 work plan for the HRC to discuss. The Commission discussed the draft 2023 HRC Work Plan and wanted to discuss the following draft work plan items at the next HRC meeting in April:

- i. PSA – Protected Class Spotlight
- ii. Human Rights Day and year end wrap-up
- iii. MLK Jr. Day event
- iv. Annual Commission Trainings/Scheduled Speakers
- v. Filmed Public Service Announcements
- vi. Assistance and Service Animals

7. STAFF REPORT

Johnson reviewed the March 2023 staff memo with the HRC. Graber asked to have on the April HRC agenda a discussion on HRC meetings moving from every month to every other month.

8. COMMISSIONER REPORTS

No reports were given by the Commissioners.

9. ADJOURN

Meeting adjourned at 6:38 PM.



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Civil Service Commission meeting of April 11, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Civil Service minutes

Meeting Minutes
Civil Service Commission
Tuesday, April 11, 2023
11:00 a.m.
Ankeny Council Chambers
1250 SW District Dr, Ankeny, Iowa

Ray Blase
Kevin Tracy
Laura Luetje

CALL TO ORDER - ROLL CALL

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

1. MOTION TO APPROVE THE MINUTES OF 03-13-23.

Luetje moved to approve the minutes from March 13, 2023. Blase seconded the motion. All voted aye and the motion carried

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

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

RANK	LAST NAME	FIRST NAME
1	Dvorak	Nathanial
1	Wheelock	Kaitlyn
3	Welke	Gareth
4	Adovor	Doe
4	Green	Travis
4	Wong	Calvin
7	Segura	Freddy
8	Aziz	Tarak
9	Green	Tyler
10	Schierman	Stephen
11	Bishop	Lauren

3. ADJOURNMENT

Being there was no further business; Blase adjourned the meeting at 11:06 a.m.
Next meeting: tentative Monday, May 8, 2023, at 11:30 am

Respectfully submitted,



Dawn Gean

Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of April 18, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 P&Z Minutes 2023-04-18

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, April 18, 2023

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

CALL TO ORDER

Chair Ted Rapp called the April 18, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the April 18, 2023 agenda without amendments. Second by R.Weisheit. All voted aye. Motion carried 7 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the April 4, 2023 minutes of the Plan and Zoning Commission meeting.

Item #2. 245 NW 18th Street - Lot 5 Northview Centre Plat 2 Site Plan

Motion to approve the site plan for 245 NW 18th Street, Lot 5 Northview Centre Plat 2; subject to City Council approval of the public ingress egress easement.

Item #3. 575 NE 47th Street - Creekside Park Improvements Site Plan

Motion to approve the site plan for 575 NE 47th Street, Creekside Park Improvements.

Motion by T.Flack to approve the recommendations for Consent Agenda Items #1 - #3. Second by L.West. All voted aye. Motion carried 7– 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

There were no business items.

REPORTS

City Council Meeting

E.Jensen reported on the April 17, 2023 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the May 2, 2023 Plan and Zoning Commission meeting.

Commissioner's Reports

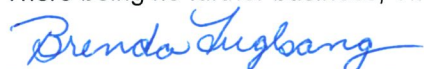
There were no reports.

MISCELLANEOUS ITEMS

May 1, 2023 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. Meeting adjourned at 6:33 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Zoning Board of Adjustment meeting of April 18, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 ZBOA Minutes 2023-04-18

Meeting Minutes
Zoning Board of Adjustment
Tuesday, April 18, 2023
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER

Chair Matt Ott called the April 18, 2023 regular meeting of the Zoning Board of Adjustment to order at 5:03 p.m.

ROLL CALL

Members present: Jeff Baxter, Matt Ott, Kristi Tomlinson, and Nichole Sungren. Absent: Brett Walker.
Staff: E.Jensen, E.Carstens, B.Morrissey, R.Kirschman, L.Hutzell, B.Fuglsang

AMENDMENTS TO THE AGENDA

There were no amendments to the agenda.

MINUTES OF THE MARCH 21, 2023 REGULAR MEETING

Motion by J.Baxter to approve the March 21, 2023 meeting minutes as submitted. Second by K.Tomlinson.
Motion carried 3 – 0 – 1. (Abstain: M.Ott)

COMMUNICATIONS / CORRESPONDENCE

Communication received from Ken and Nancy Herndon, 2808 NW Beechwood Street regarding Appeal #23-06 to be received and filed during the public hearing.

BUSINESS ITEMS

PUBLIC HEARINGS:

M.Ott motioned that the Board table public hearing #23-06 until later in the meeting to allow time for staff to contact the applicant to see if they will be participating in the meeting. Second by J.Baxter. All voted aye. Motion carried 4 – 0.

#23-07

Concrete Technologies, Inc.

for property located at

Outlot Y, Four Mile Four

RE: Special Use Permit

Chair M.Ott opened the public hearing.

Beau Sprouse, Concrete Technologies, Inc., 1001 SE 37th Street, Grimes, Iowa said they are requesting an approval for a Special Use Permit for the property located at Outlot Y, Four Mile Four. The purpose is for a portable concrete ready-mix batch plant. The use would be for a couple projects generally located around I-35 and Hwy 69.

M.Ott confirmed that they intend to use the batch plant location for two years and will restore the property to its current condition. Beau Sprouse said, correct.

B.Morrissey reported that the request is for a Special Use Permit for property located on Outlot Y, Four Mile Four, generally located south of NE 126th Avenue and west of I-35. He stated that the property was recently annexed into the City and is currently zoned R-1, One-Family Residence district, which is the standard for newly incorporated properties. He stated that they are requesting the Special Use Permit to allow them to use the site for a portable concrete batch plant during the 2023 and 2024 construction seasons. He noted that the applicant will only be occupying a small portion of the site in the NE corner. This site was used for a similar project a few years ago but at that time a Special Use Permit was not required since it was under Polk County's jurisdiction. B.Morrissey stated that if the Special Use Permit were granted, there is a series of conditions, per code, that has to be met. He noted two of the conditions, which included that the project site must be 1,000 feet away from any residential dwelling and the applicant must submit a map of the routes that the trucks will use. He stated that staff does not have concerns about the property being utilized for the concrete batch plant as it appears the applicant will be able to meet the conditions of the Code. He commented that notice requirements for this

hearing have been met, and to date, only one property owner reached out to staff wanting additional information on the amount of traffic and the hours of operation, if this is approved. Staff's position is that Zoning Board of Adjustment grant a Special Use Permit in accordance with Section 196.02(1) to Concrete Technologies, Inc. on Outlot Y, Four Mile Four, for a portable concrete batch plant, provided that the following conditions are met:

1. Such facility shall be erected in conjunction with a project or projects, either private or public, within the City.
2. Permitted until termination of such project or projects.
3. The contractor shall submit a routing of trucks to and from the proposed plant to the City Engineer as a condition prior to approval.
4. The contractor shall be required to restore the area to its original productive state.
5. Such facility shall only be allowed access via arterial or collector roads and highways. Access via local residential and/or collector roads serving residential areas shall be prohibited.
6. Entire site must be 1,000 feet from a residential dwelling.

M.Ott asked if the route being proposed is all hard surface. B.Morrissey responded, he believes it is. J.Baxter noted that from an aerial view, it looks like the property was restored properly after the last use and he confirmed that the contractor will have to restore the site to its existing condition again. B.Morrissey stated, yes. J.Baxter asked if there are any plans for this property to be developed over the next two years. E.Carstens said the property owner has a lease with Concrete Technologies, Inc. for use of the property, so he does not believe that there are any intentions to develop over the next two years.

Emily Huss, 1957 NE 126th Avenue, Ankeny shared that her home sits 1,022 feet from the proposed concrete batch plant. She shared her concerns about safety relating to truck traffic and air pollution for the two years. She also inquired whether it could continue to operate for more than two years. She informed the Board that they were recently annexed into the City of Ankeny and said that the property owner told them that the property behind their home would be used for residential purposes. Emily Huss further said that they were told that their life would not change much when they became a part of Ankeny; now, the request is to place a concrete batch plant 1,022 feet from their home. Emily Huss needed some answers to her questions.

Jeremy Nefzger, 1558 NE 126th Avenue, Alleman said he would like more information on what the hours of operation will be, what to expect with the increase of truck traffic, and information from the standpoint of health and safety. He said he provided staff with the covenants of Outlot Y, Four Mile Four, which staff informed him that the City does not enforce covenants and, in this case, it is temporary and will be put back into its original state.

Kevin Huss, 1957 NE 126th Avenue, Ankeny shared that he wanted to make sure the Board understood that he and his wife are against the request. He further said that they never received notification of the request and wondered what the notification requirements were for this request.

B.Morrissey responded saying that the notification area is 250-feet from the actual parcel where the use is requested.

M.Ott asked for the applicant to provide information on the safety measures that their crews would be using.

Beau Sprouse stated that they have identified the haul routes; and NE 126th Avenue will be part of the detour. He said they have added construction traffic signage and signs informing citizens of trucks entering and exiting from the Hwy 69 and NE 126th Avenue corner to the entrance of the concrete batch plant.

M.Ott asked the applicant as to the number of trucks expected per hour, the anticipated operating hours and the anticipated completion date? Beau Sprouse responded stating that during peak days, which would be about 20 days, there could be 25-30 trucks that would travel from the Hwy 69 intersection to the plant location. He stated that they would be following the Noise Ordinance for Ankeny, 7:00 a.m. to 9:00 p.m. Monday through Friday; and 9:00 a.m. to 6:00 p.m. Saturday and Sunday; and the contract with the IDOT is a working day contract, which puts the completion date in the middle of the 2024 construction season. Beau Sprouse further commented that the work along NE 126th Avenue is anticipated to be completed near the end of the 2023 construction season, but once the NE 126th Avenue ramps are open to I-35, the route would be changed and they would more than likely use the interstate for their route. K.Tomlinson asked how much truck traffic would be heading east on NE 126th Avenue versus west to Hwy 69 from the concrete batch plant. Beau Sprouse

stated that the dump trucks will use the ramps on NE 126th Avenue to the east as much as possible during the project. The proposed haul routes are for when the ramps are closed.

N.Sungren asked how long the site was used with the previous concrete batch plant in this location. Beau Sprouse said that the project was completed in the 2013 construction season and he believes the plant did not come down until the Spring of 2014 and he was not aware of any complaints with that project.

Beau Sprouse shared that Concrete Technologies, Inc. does have to acquire an Air Quality Permit with the Iowa DNR. They are required to follow certain regulations to collect any dust that is presented from the batch operation and follow the guidelines set by the Iowa DNR.

M.Ott asked Beau Sprouse if he would have an issue if the Board set a cap on the operation of the batch plant for December 31, 2024. He said as long as it went through the 2024 construction season, it should be fine.

K.Tomlinson asked how long does it take to put the property back to its current condition? Beau Sprouse said about one month.

M.Ott asked if they would be opposed to placing a Child at Play sign out in front of the residents. Beau Sprouse said no.

Beau Sprouse shared that NE 126th Avenue is used all the time for aggregate hauling to/from the ready-mix plants on the east side of the interstate. He said since truck traffic will not be able to use NE 126th Avenue to travel to those plants, their project will just be replacing the truck traffic that would normally travel on NE 126th Avenue, not add additional.

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

The Board discussed the information that was presented to them during the public hearing and had no further questions. Their discussion included the willingness of the applicant to address the neighbor's concerns and placing a specific end date for the Special Use Permit.

Board Action on Filing #23-07 property located at Outlot Y, Four Mile Four

Motion by M.Ott that the Zoning Board of Adjustment grant a Special Use Permit for a portable concrete batch plant in accordance with Section 196.02(1) to Concrete Technologies, Inc., provided that the following conditions are met:

1. Such facility shall be erected in conjunction with a project or projects, either private or public, within the City.
2. Permitted until termination of project or projects, no later than December 31, 2024.
3. The contractor shall submit a routing of trucks to and from the proposed plant to the City Engineer as a condition prior to approval.
4. The contractor shall be required to restore the area to its original productive state.
5. Such facility shall only be allowed access via arterial or collector roads and highways. Access via local residential and/or collector roads serving residential areas shall be prohibited.
6. Entire site must be 1,000 feet from a residential dwelling.

Second by J.Baxter. All voted aye. Motion carried 4 – 0.

#23-06

MJ Properties

for property located at

2712 NW Beechwood Street

Lot 25, Centennial Estates Plat 1

RE: Variance - Covered Deck

Chair M.Ott confirmed with Staff that the applicant for Public Hearing #23-06 would not be in attendance.

E.Jensen shared that since there is no one in the audience regarding this case, it would be acceptable to Staff if the Board would like to move forward with holding the public hearing for this request instead of tabling it until the next meeting.

Chair M.Ott opened the public hearing.

The applicant was not in attendance to present their request.

R.Kirschman reported that the applicant is requesting a variance to allow for a 32-foot rear yard setback for a covered deck at 2712 NW Beechwood Street, generally located north of NW 18th Street, south of NW 36th Street, east of NW Irvinedale Drive and west of NW State Street. He said the subject property is zoned R-3, Multiple-Family Residence District restricted to single-family homes. R.Kirschman stated that the requested variance would allow for the covered deck to encroach approximately 2-feet into the 35-foot rear yard setback. Should the variance to allow the owners to convert their proposed deck into a covered deck be approved, a 32-foot rear yard setback will be the resulting setback on the west side of the property. He noted that staff has no concerns with the covered deck extending into the rear-yard setback as the property backs up to private open space/wetlands and the covered deck should not have any measurable impact on surrounding residences. He shared that notifications were sent out to all property owners within 250' of the subject property, and to date, staff has not received any correspondence either for or against the variance. Staff recommends the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 192.05(3)(E) to allow a 32-foot rear yard setback for the construction of a covered deck at 2712 NW Beechwood Street. Staff's position is based on a determination that the decreased rear yard setback from the resulting covered deck would not impair an adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

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

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

There was no further discussion.

Board Action on Filing #23-06 property located at 2712 NW Beechwood Street

Motion by J.Baxter that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 192.05(3)(E) to allow a 32-foot rear yard setback for the conversion of a covered deck at 2712 NW Beechwood Street. The Board's decision is based on a determination that the decreased rear yard setback from the resulting covered deck would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by N.Sungren. All voted aye. Motion carried 4 – 0.

NEW BUSINESS

There was no new business.

REPORTS

There were no reports.

There being no further business, meeting adjourned at 5:44 p.m.



Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

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

EXECUTIVE SUMMARY:

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

1. Ankeny Hotel Assoc. LLC, d/b/a Courtyard by Marriott, 2405 SE Creekview Dr. - Class C Retail Alcohol License (LC) (Renewal) includes Catering - Effective June 1, 2023. PENDING DRAM
2. On The Waterfront Seafood Restaurant Inc, d/b/a On The Waterfront Seafood, 2414 SE tones Dr. - Class C Retail Alcohol License (LC) (Renewal) includes Catering, Outdoor Service - Effective June 1, 2023.

3. Walgreen Co., d/b/a Walgreens #7454, 901 N Ankeny Blvd - Class E Retail Alcohol License (LE) (Renewal) - Effective June 3, 2023.
4. Walgreen Co., d/b/a Walgreen #7996, 2702 SE Delaware Ave.. - Class E Retail Alcohol License (LE) (Renewal) - Effective June 3, 2023.
5. Tim's Convenience Services Inc., d/b/a Tim's BPA/Amoco Service, 102 N Ankeny Blvd.- Class B Retail Alcohol License (BB) (Renewal) - Effective June 3, 2023.
6. ABC Investment, Inc. d/b/a Hampton Inn & Suites, 6210 SE Convenience Blvd. - Special Class C Retail Alcohol License (BW) (Renewal) - Effective June 3 2023. PENDING DRAM
7. Leaf Brothers Cigars II LLC, d/b/a Leaf Brothers Cigars, 1924 SW 3rd St. - Class C Retail Alcohol License (LC) (Renewal) - Effective June 20, 2023. PENDING DRAM
8. Apres Bar Co LLC, Apres Bar Co., LLC, 715 SW Ankeny Blvd - Special Class C Retail Alcohol License (BW) (5 Day License) - Effective May 28, 2023. PENDING DRAM
9. Bus Events, LLC, Iowa Beer Bus, 715 West 1st St. (AMP) - Special Class C Retail Alcohol License (BW) (14 Day License) - Effective May 19, 2023. PENDING DRAM AND DEPT APPROVALS
10. Bus Events, LLC, Iowa Beer Bus, 715 West 1st St. (AMP) - Special Class C Retail Alcohol License (BW) (5 Day License) - Effective June 5, 2023. PENDING DRAM AND DEPT APPROVALS

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Financial Reports for April 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Finance Report

Monthly Finance Report – April 2023

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 69.56% 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 90% 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 many of the lowest budget to actual percentages being recreation activities including season passes, pool admissions 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 55.67% of budget on the *Expenditure Summary by Fund* report and total actual expenditures for major operating funds are at 58% 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. As of the end of April, a budget amendment will be required for several expenditure items that were not included in the revised budget in order to ensure that the total budget in any one of the program levels is not exceeded.

Amended revenues include increases in hotel/motel taxes, utility franchise taxes, and recreation program fees. Amended expenditures include increases related to vehicle repairs and maintenance, additional MFPRSI contributions, hotel/motel tax commitments, and the acquisition of the Berwick water service territory. The public hearing for this amendment is scheduled for June 5, 2023.

Despite the need for another budget amendment, 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 2023, there is still much work required before the close of the fiscal year.

Respectfully submitted,



Annette Graeve, Finance Officer

CITY OF ANKENY
CASH AND INVESTMENT RECONCILIATION
ALL FUNDS
April 30, 2023

Cash Basis Fund Balances	<u><u>\$ 172,198,476.61</u></u>
Investments	\$ 163,746,238.49
Checking Account Balance (per bank)	9,122,017.84
Deposits in Transit	140,548.73
Outstanding Checks	(814,028.45)
Cash Drawer/Petty Cash *	<u>3,700.00</u>
Total	<u><u>\$ 172,198,476.61</u></u>

* Cash Drawer/Petty Cash:

Aquatic Centers	\$ -
City Hall - Finance	200.00
City Hall - Front Desk	175.00
Library	300.00
Otter Creek Golf Course	800.00
Parks and Recreation	250.00
Parks - Hawkeye & Miracle Parks	775.00
Parks - PRSC Concessions	275.00
Parks - Senior Center	100.00
Police Department	100.00
Public Service Building	25.00
Community Development	100.00
Water Fund	600.00
	<u><u>\$ 3,700.00</u></u>

City of Ankeny
Cash Balance Summary
April 30, 2023

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance April 30, 2023
General:							
General	100	\$ 31,251,979.48	\$ 41,772,667.31	\$ -	\$ 33,549,661.07	\$ 1,648,703.61	\$ 37,826,282.11
Hotel/Motel Tax	233	385,264.07	2,000.00	1,648,703.61	1,063,571.14	-	972,396.54
Special Revenue:							
Fire Gift	220	26,892.11	5,750.00	-	300.00	-	32,342.11
Hawkeye Park Player Fees	240	47,642.84	2,710.00	-	17,234.00	-	33,118.84
Police Gift	250	10,035.87	3,850.00	-	3,674.43	-	10,211.44
Road Use Tax	260	9,252,239.27	7,457,151.50	-	5,750,088.27	-	10,959,302.50
Police Seizure	270	81,991.30	10,120.16	-	4,700.15	-	87,411.31
Tax Increment Financing	280	2,163,403.63	9,777,039.68	-	114,007.00	-	11,826,436.31
Police and Fire Retirement	290	1,728,233.79	2,512,479.80	-	2,315,413.79	-	1,925,299.80
Landfill Post-Closure	295	88,851.43	-	-	-	-	88,851.43
Friends of the Ankeny Library	430	88,989.47	39,030.23	-	41,058.34	-	86,961.36
Park Dedication	440	532,661.61	24,982.48	-	-	-	557,644.09
Sports Complex Foundation	445	113,869.32	8,555.00	-	-	-	122,424.32
Ankeny Garden Club	446	7,974.39	1,400.00	-	-	-	9,374.39
Miracle Park Fund	448	61,799.35	6,613.47	-	320.00	-	68,092.82
Dog Park Trust Fund	449	608.91	741.00	-	-	-	1,349.91
P&R Scholarship Fund	450	-	27,173.90	-	-	-	27,173.90
Civic Trust Fund	484	2,937,833.46	-	-	-	-	2,937,833.46
Debt Service	300	1,835,525.79	14,825,900.94	-	2,443,830.01	-	14,217,596.72
Enterprise:							
Solid Waste	500	151,467.58	1,117,817.02	-	931,084.15	-	338,200.45
Utility Deposits	505	384,519.27	156,729.75	-	138,950.00	-	402,299.02
Water Operations	510	13,689,957.56	16,266,949.32	-	10,626,246.79	1,920,800.55	17,409,859.54
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	1,397,520.98	-	1,880,014.55	252,030.03	-	3,025,505.50
Sewer Operations	550	12,719,358.74	14,358,024.85	-	7,830,054.97	-	19,247,328.62
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Sewer Sinking	570	-	-	-	-	-	-
Storm Water	580	1,816,973.12	2,972,192.95	-	908,826.53	-	3,880,339.54
Golf Course	590	1,276,186.59	1,719,762.60	-	1,511,976.62	-	1,483,972.57
Capital Project:							
Utility Fund Capital Projects	6**	16,386,453.01	891,326.10	215,752.65	10,373,533.28	209,821.65	6,910,176.83
Special Assessments	8**	-	277,157.71	-	-	-	277,157.71
Capital Projects	8** & 9**	46,145,091.04	755,459.63	2,808,376.16	25,809,120.93	2,773,521.16	21,126,284.74
Total Budgeted		\$ 149,746,442.10	\$ 114,993,585.40	\$ 6,552,846.97	\$ 103,685,681.50	\$ 6,552,846.97	\$ 161,054,346.00
Internal Service:							
Revolving	710	562,248.98	1,257,228.90	-	1,223,217.43	-	596,260.45
Risk Management	720	1,188,947.62	1,518,794.17	-	1,501,827.08	-	1,205,914.71
Health Insurance	730	6,489,229.42	4,443,518.23	-	4,197,122.23	-	6,735,625.42
Sustainability Revolving Loan	770	28,498.06	-	-	-	-	28,498.06
Economic Development Revolving	780	264,465.16	3,000.00	-	-	-	267,465.16
Equipment Reserve	790	2,420,889.69	54,770.22	-	165,293.10	-	2,310,366.81
Total Unbudgeted		\$ 10,954,278.93	\$ 7,277,311.52	\$ -	\$ 7,087,459.84	\$ -	\$ 11,144,130.61
Total ⁽¹⁾		\$ 160,700,721.03	\$ 122,270,896.92	\$ 6,552,846.97	\$ 110,773,141.34	\$ 6,552,846.97	\$ 172,198,476.61

⁽¹⁾ Includes interfund transactions.

City of Ankeny
Utility Capital Projects Cash Balance Summary
April 30, 2023

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance April 30, 2023
Utility Fund Capital Projects:							
Water Main Replacement	610	\$ 1,389,223.52	\$ -	\$ -	\$ 361,081.25	\$ -	\$ 1,028,142.27
Northwest Water Tower	611	-	-	5,931.00	420,420.00	-	(414,489.00)
Centennial Estates Wtr Main Cost Share	613	145,000.00	-	-	152,130.94	-	(7,130.94)
North Ankeny Blvd Water Main	614	152,520.25	-	-	129,771.46	-	22,748.79
SW Irvinedale Dr Transmission Main-Ph 1	620	393,144.61	-	-	-	-	393,144.61
SW Irvinedale Dr Transmission Main-Ph 2	621	479,039.97	-	-	-	-	479,039.97
NW State St Water Main Improvements	622	119,022.50	-	-	-	-	119,022.50
SW Irvinedale Dr Transmission Main-Ph 3	623	(113,840.36)	108,190.36	-	9,227.41	-	(14,877.41)
NW Irvinedale Water Main-Trestle to 36th	628	100,000.00	-	-	-	-	100,000.00
High Trestle Trail Transmission Main	629	(121,109.79)	-	-	1,034,525.92	-	(1,155,635.71)
Aquifer Storage Replacement #1	632	5,528,987.26	-	-	4,344,294.90	-	1,184,692.36
S Ankeny Blvd Transmission Main	633	-	206,739.36	-	206,739.36	-	-
NW 36th & NW Weigel Water Main	634	(435,931.93)	576,260.38	-	118,243.54	-	22,084.91
SE Delaware Grnd Storage Tank Repaint	638	-	-	-	5,850.00	-	(5,850.00)
Sanitary Sewer Replacement	650	2,296,332.22	-	-	940,025.55	-	1,356,306.67
Trestle Ridge Trunk Sewer Cost Share	651	600,000.00	-	-	-	-	600,000.00
West Outfall Relief Sewer	652	140,156.87	-	-	4,700.00	-	135,456.87
Canyon Landing Sanitary Sewer Cost Share	654	493,351.00	-	-	537,599.55	-	(44,248.55)
NE Crestmoor San Sewer Replacement	656	38,200.00	-	-	36,349.99	-	1,850.01
Otter Creek Trunk Sewer Extension	657	452,902.45	-	-	33,841.77	-	419,060.68
SE 3rd Trunk Swr Ext-SE Grant to SE Sharon	658	1,004,503.46	-	-	473,280.69	-	531,222.77
NW Northlawn Area Sanitary Swr Improve	659	37,741.72	-	-	-	-	37,741.72
Four Mile Creek Trunk Sewer	660	148,274.08	-	-	121,121.17	-	27,152.91
Deer Creek Trunk Sewer	661	519,502.47	-	-	-	-	519,502.47
Storm Sewer Replacement	680	756,077.92	136.00	-	346,264.68	-	409,949.24
Tradition Detention Basin	682	144,821.65	-	-	-	144,821.65	-
High Trestle Trail Channel Stab. - Phase 2	684	65,000.00	-	-	-	65,000.00	-
Westwinds Storm Sewer Extension	685	204,722.09	-	-	4,249.92	-	200,472.17
Sawgrass Park Dam Improvement	686	(45.00)	-	45.00	-	-	-
Tradition Park Basin Flood Repair	687	(269,929.85)	-	134,556.54	(135,373.31)	-	-
High Trestle Trail Channel Stab. - Phase 1	688	309,010.23	-	65,000.00	479,628.55	-	(105,618.32)
Wildflower Detention Basin	691	118,671.15	-	-	-	-	118,671.15
North Creek Channel Flood Repair	692	75,413.42	-	-	-	-	75,413.42
Westwinds Channel Flood Repair	693	145,636.99	-	-	-	-	145,636.99
Four Mile Creek Channel Stabilization	694	18,222.62	-	-	35,771.99	-	(17,549.37)
SE 3rd Street Storm Sewer Improvements	695	1,420,327.91	-	-	543,351.49	-	876,976.42
Tributary to Four Mile Creek Stabilization	696	31,503.58	-	10,220.11	170,436.46	-	(128,712.77)
Total Utility Fund Capital Projects		<u>\$ 16,386,453.01</u>	<u>\$ 891,326.10</u>	<u>\$ 215,752.65</u>	<u>\$ 10,373,533.28</u>	<u>\$ 209,821.65</u>	<u>\$ 6,910,176.83</u>

City of Ankeny

Capital Projects Cash Balance Summary

April 30, 2023

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance April 30, 2023
Capital Project Funds:							
NW 36th & NW Weigel Asphalt Overlays	895	\$ -	\$ -	\$ -	\$ 14,652.14	\$ -	\$ (14,652.14)
NE 36th Reconstruction-I-35 to Four Mile	896	4,841,990.15	-	-	4,435,252.83	-	406,737.32
Des Moines Street Parks Development	897	466,610.90	-	-	350,405.94	-	116,204.96
High Trestle Trail Restroom & Amenities	898	110,000.00	-	-	50,000.00	-	60,000.00
BAN/Bond Activity	900	2,244,865.44	293,318.11	-	78,080.77	5,931.00	2,454,171.78
Fire Station No. 4	901	150,000.00	-	-	243,499.20	-	(93,499.20)
Lakeside Center Repurposing	903	50,000.00	-	-	-	-	50,000.00
Signature Park	904	1,843,000.00	-	-	-	-	1,843,000.00
Senior Center	905	366,942.53	105,300.00	-	48,106.69	-	424,135.84
Public Works Winter Ops Satellite Facility	907	40,000.00	-	-	-	-	40,000.00
SE Hulsizer Road Realignment	908	20,401.96	-	-	480.00	-	19,921.96
NW Irvindale/NW 18th St Turn Lane	910	51,500.00	-	-	-	-	51,500.00
NW 18th St Widening - East of Weigel	911	1,850.00	-	-	-	1,850.00	-
N Ankeny Blvd & 18th St Int Improvements	913	(16,278.89)	-	-	44,541.52	-	(60,818.41)
Park Maintenance Facility Renovation	914	(212,979.77)	-	268,738.82	45,857.05	-	9,902.00
Pavement Preservation Program	915	378,502.36	-	-	369,418.21	-	9,084.15
Annual Street Replacement Program	916	1,714,065.54	-	-	1,305,486.84	-	408,578.70
Elementary Schools Walkability Imprvmts	917	111,886.00	-	-	147,388.00	-	(35,502.00)
Prairie Ridge Sports Complex	920	67,569.02	-	-	-	-	67,569.02
Miracle Field	925	85,945.10	-	-	-	-	85,945.10
Ankeny Market & Pavilion	926	(14,079.00)	14,079.00	-	-	-	-
Community Entrance Signage	927	48,241.59	312.61	-	-	-	48,554.20
Library	928	2,782,652.78	3,522.58	-	-	2,682,652.78	103,522.58
Public Facility Improvements	930	19,156.54	-	-	-	-	19,156.54
PRSC-Softball Bleacher Canopies	931	75,000.00	66,547.81	-	139,095.63	-	2,452.18
Cherry Glen Ballfield	933	484,861.21	-	-	38,424.61	-	446,436.60
Ankeny Public Services Library Remodel	934	(33,738.79)	-	33,738.79	-	-	-
NW 36th & NW State Interim Improvements	935	697,972.28	-	-	757,715.75	-	(59,743.47)
Annual Sidewalks/Trails	936	457,147.32	-	-	434,636.05	-	22,511.27
Older Parks Renovation	937	186,980.19	-	-	-	-	186,980.19
High Trestle Trail Extension	938	(787,555.44)	131,338.25	-	965,775.42	-	(1,621,992.61)
NE 18th St Asphalt-Meadow View to Cty 38th	941	7,378.80	-	-	-	-	7,378.80
NE 54 Street Bridge & Trail	945	(228,478.11)	-	-	-	-	(228,478.11)
South Ankeny Blvd & SE Shurfine	947	(290,521.05)	-	-	-	-	(290,521.05)
N Anky Blvd Imprvmnts - 1st St to 11th St	949	-	-	-	-	-	-
Asphalt Street Resurfacing	950	566,076.28	-	-	330,158.16	-	235,918.12
E 1st/I-35 Interchange Improvements	951	2,685,118.87	-	-	1,211,954.01	-	1,473,164.86
NW 18th Recon-NW Ash to N Anky Blvd	953	121,167.45	-	-	568,264.89	-	(447,097.44)
NE Four Mile Drive RCB Culvert	955	569,212.77	-	-	374,484.84	-	194,727.93
Rock Creek Trail & Native Plantings	957	180,000.00	-	-	147,495.17	-	32,504.83
NW 18th St Extension-Weigel to Spruce	959	2,154,212.44	-	1,850.00	1,204,688.39	-	951,374.05
SE Creekview Paving/Drainage	962	252,734.71	(252,734.71)	-	-	-	-
Street Patching Program	963	1,475,603.39	8,974.29	-	1,210,771.53	-	273,806.15
Traffic Signalization	965	1,660,935.53	-	-	1,048,413.99	-	612,521.54
Traffic Timing Study	966	48,368.75	-	-	-	-	48,368.75
NW 26th Street Widening	967	250,000.00	-	-	-	-	250,000.00
SW State St Recon-SW Ordance to W 1st	968	75,000.00	-	-	129,884.32	-	(54,884.32)
E 1st Widening-Frisk to Four Mile	969	26,500.00	-	-	-	-	26,500.00
W 1st Widening & Improvements-Phase 1	970	2,041,589.73	-	-	2,475,354.85	-	(433,765.12)
Park Development	973	462,806.61	5,950.00	-	397,831.83	-	70,924.78
Park Land Acquisition	974	81,688.18	-	-	-	-	81,688.18
Uptown Parking Improvements	975	180,000.00	-	-	33,410.00	-	146,590.00
Prairie Trail Public Improvements	977	8,409,569.13	-	-	15,332.30	-	8,394,236.83
NE Delaware Reconstruction 5th-18th	979	568,912.47	-	-	922,400.66	-	(353,488.19)
S Ankeny & Magazine Safety	982	(423,196.66)	349,000.00	-	30,512.01	-	(104,708.67)
SE Crosswinds/SE 77th Improvements	983	(584,384.28)	29,851.69	-	1,829,475.29	-	(2,384,007.88)
Ankeny Library Playground	984	10,076.51	-	-	-	-	10,076.51
PRSC Parking Lot Improvements	987	90,667.00	-	-	-	-	90,667.00
Oralabor & State Street Overpass	988	103,205.62	-	-	137,536.88	-	(34,331.26)
High Trestle Trail Trailhead & Pkg Lot	989	82,822.28	-	-	6,993.49	-	75,828.79
High Trestle Trail Experience Park	990	400,000.00	-	-	33,070.00	-	366,930.00
City Hall Council Chamber Renovation	991	(86,414.64)	-	86,414.64	-	-	-
NW 36th Widening from Ash to Ankeny Blvd	992	4,102,691.49	-	40,786.00	2,960,910.54	-	1,182,566.95
SE Delaware Widening	993	982,548.91	-	-	878,004.18	-	104,544.73
Delaware & Corporate Woods Intersection	994	(7,115.13)	-	-	-	-	(7,115.13)
Street/Sidewalk Oversizing	995	76,059.40	-	-	92,661.68	-	(16,602.28)
HVAC Replacement - City Hall	996	118,093.96	-	-	35,006.58	83,087.38	-
Capital Projects Reserve	997	3,472,855.48	-	2,376,847.91	-	-	5,849,703.39
SW Oralabor & State Safety Improvements	998	276,794.13	-	-	265,688.69	-	11,105.44
Total Non Utility Fund Capital Projects		<u>\$ 46,145,091.04</u>	<u>\$ 755,459.63</u>	<u>\$ 2,808,376.16</u>	<u>\$ 25,809,120.93</u>	<u>\$ 2,773,521.16</u>	<u>\$ 21,126,284.74</u>

City of Ankeny
Revenue Summary by Fund
April 30, 2023

Fund	Budget Number	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of April 30, 2023	Variance	Percent ⁽²⁾
General:							
General	100	\$ 38,335,982.81	\$ 40,677,426.76	\$ 43,932,695.00	\$ 41,772,667.31	\$ (2,160,027.69)	95.08%
Hotel/Motel Tax	233	29,539.15	2,664.51	8,000.00	2,000.00	(6,000.00)	25.00%
Special Revenue:							
Fire Gift	220	1,638	2,439	5,300.00	5,750.00	450.00	108.49%
Hawkeye Park Player Fees	240	10,574.07	9,378.03	8,400.00	2,710.00	(5,690.00)	32.26%
Police Gift	250	2,961.83	4,209.82	4,100.00	3,850.00	(250.00)	93.90%
Road Use Tax	260	8,209,309.76	9,074,922.97	8,833,480.00	7,457,151.50	(1,376,328.50)	84.42%
Police Seizure	270	2,328.21	12,434.91	11,800.00	10,120.16	(1,679.84)	85.76%
Tax Increment Financing	280	8,780,810.18	9,148,707.02	9,963,142.00	9,777,039.68	(186,102.32)	98.13%
Police and Fire Retirement	290	2,252,963.40	2,393,282.25	2,547,704.00	2,512,479.80	(35,224.20)	98.62%
Landfill Post-Closure	295	377.33	124.62	800.00	-	(800.00)	0.00%
Friends of the Ankeny Library	430	50,233.00	47,841.33	35,700.00	39,030.23	3,330.23	109.33%
Park Dedication	440	55,953.65	30,723.29	30,000.00	24,982.48	(5,017.52)	83.27%
Sports Complex Foundation	445	16,356.91	15,875.92	14,000.00	8,555.00	(5,445.00)	61.11%
Ankeny Garden Club	446	1,453.29	1,449.54	1,420.00	1,400.00	(20.00)	98.59%
Miracle Park Fund	448	3,891.76	10,853.15	7,600.00	6,613.47	(986.53)	87.02%
Dog Park Trust Fund	449	14.18	333.93	741.00	741.00	-	100.00%
P&R Scholarship Fund	450	-	-	27,174.00	27,173.90	(0.10)	100.00%
Civic Trust Fund	484	3,959,313.31	186,464.14	17,268.00	-	(17,268.00)	0.00%
Debt Service	300	30,929,861.99	29,364,984.36	15,045,403.00	14,825,900.94	(219,502.06)	98.54%
Enterprise:							
Solid Waste	500	1,033,264.93	1,183,182.09	1,563,320.00	1,117,817.02	(445,502.98)	71.50%
Utility Deposits	505	190,560.45	201,802.31	217,000.00	156,729.75	(60,270.25)	72.23%
Water Operations	510	17,689,723.18	18,128,905.67	19,981,968.00	16,266,949.32	(3,715,018.68)	81.41%
Water Improvement	520	-	-	-	-	-	-
Water Sinking	530	-	-	-	-	-	-
Sewer Operations	550	18,881,394.17	17,758,873.85	16,645,236.00	14,358,024.85	(2,287,211.15)	86.26%
Sewer Improvement	560	-	-	-	-	-	-
Sewer Sinking	570	-	-	-	-	-	-
Storm Water	580	3,225,761.70	3,413,386.00	3,603,561.00	2,972,192.95	(631,368.05)	82.48%
Golf Course	590	1,808,498.72	2,224,378.94	2,213,000.00	1,719,762.60	(493,237.40)	77.71%
Capital Project:							
Utility Fund Capital Projects	6**	3,066,056.00	6,578,382.26	21,202,587.00	891,326.10	(20,311,260.90)	4.20%
Special Assessments	8**	30,128.00	-	277,158.00	277,157.71	(0.29)	100.00%
Capital Projects	9**	18,139,504.75	25,146,661.48	20,037,705.00	755,459.63	(19,282,245.37)	3.77%
Total Budgeted Revenues		\$ 156,708,454.45	\$ 165,619,688.54	\$ 166,236,262.00	\$ 114,993,585.40	\$ (51,242,676.60)	69.17%
Internal Service:							
Revolving	710	\$ 1,052,222.98	\$ 1,343,470.86	\$ 1,624,378.00	\$ 1,257,228.90	\$ (367,149.10)	77.40%
Risk Management	720	1,850,530.80	1,280,848.03	2,477,161.00	1,518,794.17	(958,366.83)	61.31%
Health Insurance	730	4,695,875.26	4,805,782.88	5,291,659.00	4,443,518.23	(848,140.77)	83.97%
Sustainability Revolving Loan	770	2,199.67	1,370.00	819.00	-	(819.00)	0.00%
Economic Development Revolving	780	18,466.41	14,421.21	5,000.00	3,000.00	(2,000.00)	60.00%
Equipment Reserve	790	159,888.30	135,059.94	134,978.00	54,770.22	(80,207.78)	40.58%
Total Unbudgeted Revenues		\$ 7,779,183.42	\$ 7,580,952.92	\$ 9,533,995.00	\$ 7,277,311.52	\$ (2,256,683.48)	76.33%
Total All Revenues ⁽¹⁾		\$ 164,487,637.87	\$ 173,200,641.46	\$ 175,770,257.00	\$ 122,270,896.92	\$ (53,499,360.08)	69.56%

⁽¹⁾ Includes interfund transactions.

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

City of Ankeny
Expenditure Summary by Fund
April 30, 2023

Fund	Budget Number	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of April 30, 2023	Variance	Percent ⁽²⁾
General:							
General	100	\$ 31,625,929.69	\$ 35,445,204.86	\$ 43,451,658.00	\$ 33,549,661.07	\$ (9,901,996.93)	77.21%
Hotel/Motel Tax	233	488,398.77	1,092,757.61	1,274,134.00	1,063,571.14	(210,562.86)	83.47%
Special Revenue:							
Fire Gift	220	-	280	5,000.00	300.00	(4,700.00)	6.00%
Hawkeye Park Player Fees	240	-	-	31,800.00	17,234.00	(14,566.00)	54.19%
Police Gift	250	4,548.95	-	4,000.00	3,674.43	(325.57)	91.86%
Road Use Tax	260	6,185,703.15	6,309,244.00	8,205,480.00	5,750,088.27	(2,455,391.73)	70.08%
Police Seizure	270	423.75	9,710.60	7,700.00	4,700.15	(2,999.85)	61.04%
Tax Increment Financing	280	1,671,478.00	1,974,910.00	2,565,008.00	114,007.00	(2,451,001.00)	4.44%
Police and Fire Retirement	290	2,228,394.57	2,580,774.17	2,749,977.00	2,315,413.79	(434,563.21)	84.20%
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	35,631.42	41,770.78	57,000.00	41,058.34	(15,941.66)	72.03%
Park Dedication	440	-	-	-	-	-	
Sports Complex Foundation	445	-	-	-	-	-	
Ankeny Garden Club	446	53.30	3,640.00	1,000.00	-	(1,000.00)	0.00%
Miracle Park Fund	448	-	-	10,000.00	320.00	(9,680.00)	3.20%
Dog Park Trust Fund	449	5,432.44	-	-	-	-	
P&R Scholarship Fund	450	-	-	5,000.00	-	(5,000.00)	0.00%
Civic Trust Fund	484	-	-	-	-	-	
Debt Service	300	40,288,141.60	38,022,650.42	24,205,486.00	2,443,830.01	(21,761,655.99)	10.10%
Enterprise:							
Solid Waste	500	1,192,185.54	1,310,972.54	1,342,267.00	931,084.15	(411,182.85)	69.37%
Utility Deposits	505	171,585.00	155,535.00	183,000.00	138,950.00	(44,050.00)	75.93%
Water Operations	510	10,867,811.78	13,866,790.86	13,740,236.00	10,626,246.79	(3,113,989.21)	77.34%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	2,261,885.08	5,273,795.42	1,595,707.00	252,030.03	(1,343,676.97)	15.79%
Sewer Operations	550	15,682,283.02	9,250,821.92	14,184,223.00	7,830,054.97	(6,354,168.03)	55.20%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	698,087.50	4,076,287.50	-	-	-	
Storm Water	580	843,306.50	836,450.19	1,224,231.00	908,826.53	(315,404.47)	74.24%
Golf Course	590	1,491,559.00	1,755,171.77	2,172,121.00	1,511,976.62	(660,144.38)	69.61%
Capital Project:							
Utility Fund Capital Projects	6**	4,070,502.57	7,997,584.72	26,267,064.00	10,373,533.28	(15,893,530.72)	39.49%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	27,987,534.84	23,595,037.43	45,745,401.00	25,809,120.93	(19,936,280.07)	56.42%
Total Budgeted Expenditures		\$ 147,800,876.47	\$ 153,599,389.99	\$ 189,027,493.00	\$ 103,685,681.50	\$ (85,341,811.50)	54.85%
Internal Service:							
Revolving	710	\$ 1,004,042.19	\$ 1,364,108.72	\$ 1,624,378.00	\$ 1,223,217.43	\$ (401,160.57)	75.30%
Risk Management	720	1,754,405.96	1,250,301.56	2,579,161.00	1,501,827.08	(1,077,333.92)	58.23%
Health Insurance	730	3,879,564.17	4,771,845.17	5,277,000.00	4,197,122.23	(1,079,877.77)	79.54%
Sustainability Revolving Loan	770	-	-	-	-	-	
Economic Development Revolving	780	-	-	-	-	-	
Equipment Reserve	790	47,875.00	48,362.00	479,067.00	165,293.10	(313,773.90)	34.50%
Total Unbudgeted Expenditures		\$ 6,685,887.32	\$ 7,434,617.45	\$ 9,959,606.00	\$ 7,087,459.84	\$ (2,872,146.16)	71.16%
Total All Expenditures ⁽¹⁾		\$ 154,486,763.79	\$ 161,034,007.44	\$ 198,987,099.00	\$ 110,773,141.34	\$ (88,213,957.66)	55.67%

⁽¹⁾ Includes interfund transactions.

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

City of Ankeny
Major Operating Funds
Detailed Revenue Summary
April 30, 2023

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of April 30, 2023	Over (under) Budget	Percent ⁽¹⁾
General Fund:						
Property Tax:						
General Property Tax	\$ 23,406,273	\$ 25,054,492	\$ 27,345,096	\$ 27,009,067	\$ (336,029)	98.77%
Ag Land Tax	13,090	12,960	13,000	12,270	(730)	94.38%
Airport Authority Levy	580,365	621,186	651,931	643,952	(7,979)	98.78%
Subtotal	\$ 23,999,728	\$ 25,688,638	\$ 28,010,027	\$ 27,665,289	\$ (344,738)	98.77%
Non-Property Taxes:						
Hotel/Motel Tax	\$ 834,306	\$ 1,527,170	\$ 1,924,000	\$ 1,648,704	\$ (275,296)	85.69%
Mobile Home Tax	15,970	16,026	15,300	15,611	311	102.03%
Utility Replacement Tax	162,311	188,001	204,479	200,301	(4,178)	97.96%
Utility Franchise Tax	1,359,440	1,600,494	1,411,000	1,785,033	374,033	126.51%
Cable TV Franchise Tax	256,414	250,135	224,000	218,635	(5,365)	97.61%
Subtotal	\$ 2,628,441	\$ 3,581,827	\$ 3,778,779	\$ 3,868,283	\$ 89,504	102.37%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	\$ 12,711	\$ 119,059	\$ 65,000	\$ 61,425	\$ (3,575)	94.50%
Cigarette Permits	4,500	6,050	5,000	3,575	(1,425)	71.50%
Solicitor Licenses	7,345	8,870	7,000	5,930	(1,070)	84.71%
Miscellaneous Business Licenses	9,795	9,050	7,000	8,670	1,670	123.86%
Garbage Licenses	1,200	1,400	1,400	1,400	-	100.00%
Pet Licenses	44,039	41,450	35,000	37,454	2,454	107.01%
Fire Permits	8,885	5,113	3,000	9,730	6,730	324.33%
Code Enforcement Licenses & Permits:						
Alarm Permits	14,525	12,410	14,000	11,895	(2,105)	84.96%
Building Permits	2,333,174	2,069,033	1,577,000	1,426,797	(150,203)	90.48%
Electrical Permits	192,981	173,295	147,000	134,788	(12,212)	91.69%
Heating Permits	128,679	122,470	95,000	93,965	(1,035)	98.91%
Plumbing Permits	149,211	128,084	131,000	113,852	(17,148)	86.91%
Driveway Permits	22,985	16,680	9,000	9,940	940	110.44%
Sidewalk Permits	23,685	16,005	9,000	9,865	865	109.61%
Moving/Demolition Permits	450	325	100	75	(25)	75.00%
Fence & Oversize Permits	115,325	87,087	78,000	69,476	(8,524)	89.07%
Subtotal	\$ 3,069,489	\$ 2,816,381	\$ 2,183,500	\$ 1,998,837	\$ (184,663)	91.54%
Use of Money and Property:						
Interest	\$ 367,184	\$ 214,311	\$ 2,200,000	\$ 2,182,630	\$ (17,371)	99.21%
Commissions	414	19,015	7,600	7,087	(513)	93.25%
Advertising	1,550	-	-	-	-	-
Leases	46,525	43,632	44,879	39,926	(4,953)	88.96%
Community Centers Rental	39,777	81,268	77,000	67,930	(9,070)	88.22%
Park Shelter Rentals	18,985	24,861	18,000	17,203	(798)	95.57%
Sports Complex Rentals	96,612	123,567	88,000	68,885	(19,116)	78.28%
Aquatic Center Rentals	28,136	34,357	30,000	33,590	3,590	111.97%
Miscellaneous Rentals	3,628	27,584	50,000	69,219	19,219	138.44%
Subtotal	\$ 602,810	\$ 568,595	\$ 2,515,479	\$ 2,486,468	\$ (29,011)	98.85%
Intergovernmental Revenue:						
Local:						
Fire Protection	\$ 340,823	\$ 359,911	\$ 418,000	\$ 210,058	\$ (207,942)	50.25%
School/Police Agreements	195,678	145,066	138,540	156,204	17,664	112.75%
County Library Contribution	135,316	150,776	185,284	138,963	(46,321)	75.00%
Other Local Contributions	31,958	42,900	77,095	54,162	(22,933)	70.25%
State:						
Commercial & Industrial Replacement	640,447	664,092	530,674	530,674	-	100.00%
Library Contribution	23,723	31,060	28,987	28,987	-	100.00%
Miscellaneous Grants	-	18,208	-	-	-	-
Federal:						
Public Safety Grants	1,807,313	174,663	45,000	64,411	19,411	143.13%
Subtotal	\$ 3,175,259	\$ 1,586,676	\$ 1,423,580	\$ 1,183,458	\$ (240,122)	83.13%
Service Charges:						
Police and Fire:						
Insurance Reports	\$ 8,325	\$ 8,643	\$ 9,000	\$ 7,265	\$ (1,735)	80.72%
Fire/Ambulance Reports	205	140	200	120	(80)	60.00%
False Alarm Fees	4,455	1,975	4,000	1,950	(2,050)	48.75%
Ambulance Charges	2,331,846	2,750,308	2,782,937	2,159,335	(623,602)	77.59%
Fingerprinting	5,013	14,175	15,000	9,653	(5,347)	64.35%
Towing Surcharge	2,290	1,920	2,000	2,200	200	110.00%
Plan Review Fees	17,075	40,435	20,000	21,150	1,150	105.75%
Parks and Recreation:						
Admissions	248,738	590,141	491,000	355,624	(135,376)	72.43%
Season Passes	383,366	476,049	458,000	127,590	(330,411)	27.86%
Special Population	3,867	1,851	-	-	-	-
Special Programs	62,776	154,535	128,000	141,858	13,858	110.83%
Rec Programs - Tax Exempt	298,889	515,901	448,000	489,732	41,732	109.32%
Swimming Lessons	98,960	125,497	112,000	98,222	(13,778)	87.70%

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of April 30, 2023	Over (under) Budget	Percent ⁽¹⁾
Dog Park Passes	39,026	33,604	37,000	23,457	(13,543)	63.40%
Housing and Subdivision:						
Housing Code	54,505	101,200	92,000	83,869	(8,131)	91.16%
Plan Review Fees	396,464	508,062	356,000	277,063	(78,937)	77.83%
Site Plan Review	12,030	18,300	11,000	12,420	1,420	112.91%
Zoning	7,990	6,380	6,000	5,405	(595)	90.08%
Subdivision Filing Fees	14,220	14,640	5,000	6,060	1,060	121.20%
Board of Adjustment Fees	4,920	3,120	3,000	3,600	600	120.00%
Architect Review Board Fees	4,910	6,305	4,000	3,505	(495)	87.63%
Miscellaneous Service Charges:						
Information Systems - Enterprise Funds	266,797	340,235	367,181	242,926	(124,255)	66.16%
Animal Impound Fees	752	3,680	7,000	2,748	(4,252)	39.26%
Copy Charges	4,712	8,890	8,000	8,693	693	108.66%
Miscellaneous Service Charges	13,645	11,700	10,345	7,739	(2,606)	74.81%
Subtotal	\$ 4,285,775	\$ 5,737,685	\$ 5,376,663	\$ 4,092,184	\$ (1,284,479)	76.11%
Other Revenues:						
Map Sales	\$ 25	\$ 30	\$ -	\$ 25	\$ 25	
Sales/Salvages	6,470	1,897	6,271	16,407	10,136	261.63%
Concessions	140,472	288,637	234,000	155,076	(78,924)	66.27%
Contributions-Private Sources	-	-	6,000	6,200	200	103.33%
Program Sponsorships	13,750	25,172	18,000	25,263	7,263	140.35%
Refunds/Rebates	3,851	14,592	-	1,796	1,796	
Prairie Ridge Maint Reimb	211,109	241,132	253,186	115,796	(137,390)	45.74%
Roadway Signage Reimb	797	6,625	-	16,385	16,385	
Police OT Reimb	3,361	18,229	12,000	11,516	(484)	95.97%
Court Fines	56,131	49,968	72,000	74,805	2,805	103.90%
Library Fines	19,374	20,924	20,000	15,756	(4,244)	78.78%
Miscellaneous Library Revenues	7,808	7,846	6,000	5,559	(441)	92.65%
Miscellaneous Revenues	110,363	20,529	17,210	33,006	15,796	191.78%
Overages/Shortages	971	2,045	-	559	559	
Subtotal	\$ 574,481	\$ 697,625	\$ 644,667	\$ 478,148	\$ (166,519)	74.17%
Fund Total	\$ 38,335,983	\$ 40,677,427	\$ 43,932,695	\$ 41,772,667	\$ (2,160,028)	95.08%
Hotel/Motel Tax Fund						
Other Revenue:						
Interest	\$ 1,821	\$ 665	\$ 6,000	\$ -	\$ (6,000)	0.00%
Refunds/Reimbursements	27,718	2,000	2,000	2,000	-	100.00%
Fund Total	\$ 29,539	\$ 2,665	\$ 8,000	\$ 2,000	\$ (6,000)	25.00%
Road Use Tax Fund:						
Intergovernmental Revenue:						
Road Use Taxes	\$ 8,171,259	\$ 9,052,931	\$ 8,723,480	\$ 7,451,869	\$ (1,271,611)	85.42%
Interest	34,286	12,651	105,000	-	(105,000)	0.00%
Grants	-	4,735	-	-	-	
Salvage Sales	3,765	4,006	-	1,079	1,079	
Refunds	-	600	5,000	4,204	(796)	84.08%
Signage Reimbursement	-	-	-	-	-	
Fund Total	\$ 8,209,310	\$ 9,074,923	\$ 8,833,480	\$ 7,457,152	\$ (1,376,329)	84.42%
Tax Increment Financing Fund:						
Property Tax:						
TIF District Urban Renewal I	\$ 8,126,830	\$ 8,365,424	\$ 9,417,017	\$ 8,908,016	\$ (509,001)	94.59%
TIF District Urban Renewal II	259,026	364,061	485,125	474,310	(10,815)	97.77%
TIF District Urban Renewal III	376,097	389,846	-	394,714	394,714	
Use of Money and Property:						
Interest	18,857	8,043	61,000	-	(61,000)	0.00%
Other Reimbursements	-	21,333	-	-	-	
Fund Total	\$ 8,780,810	\$ 9,148,707	\$ 9,963,142	\$ 9,777,040	\$ (186,102)	98.13%
Police and Fire Retirement Fund:						
Property Tax:						
General Property Tax	\$ 2,128,826	\$ 2,277,681	\$ 2,444,185	\$ 2,414,202	\$ (29,983)	98.77%
Non-property Taxes:						
Mobile Home Tax	1,420	1,422	1,000	1,363	363	136.32%
Utility Replacement Tax	14,399	16,678	17,851	17,487	(364)	97.96%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	56,814	58,911	46,307	46,307	-	100.00%
Grants	30,907	11,605	-	-	-	
School Police Agreements	16,843	26,036	26,064	26,824	760	102.92%
Use of Money and Property:						
Interest	3,755	950	6,000	-	(6,000)	0.00%
Other Revenue:						
Refunds/Reimbursements/Rebates	-	-	6,297	6,297	-	100.00%
Fund Total	\$ 2,252,963	\$ 2,393,282	\$ 2,547,704	\$ 2,512,480	\$ (35,224)	98.62%
Debt Service Fund:						
Property Tax:						
General Property Tax	\$ 13,540,664	\$ 14,253,678	\$ 14,625,463	\$ 14,444,419	\$ (181,044)	98.76%
Non-property Taxes:						
Mobile Home Tax	8,385	8,275	8,000	7,565	(435)	94.56%

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of April 30, 2023	Over (under) Budget	Percent ⁽¹⁾
Utility Replacement Tax	85,082	97,033	98,994	96,971	(2,023)	97.96%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	335,718	342,757	276,946	276,946	-	100.00%
Use of Money and Property:						
Interest	13,654	3,241	36,000	-	(36,000)	0.00%
Bond Proceeds	16,946,359	14,660,000	-	-	-	
Fund Total	\$ 30,929,862	\$ 29,364,984	\$ 15,045,403	\$ 14,825,901	\$ (219,502)	98.54%
Solid Waste Fund:						
Recycling Fees	\$ 1,013,951	\$ 1,163,983	1,333,000	1,100,908	(232,092)	82.59%
Service Charges	18,479	19,030	19,000	16,910	(2,091)	89.00%
Grants	-	-	210,320	-	(210,320)	0.00%
Interest	835	168	1,000	-	(1,000)	0.00%
Fund Total	\$ 1,033,265	\$ 1,183,182	\$ 1,563,320	\$ 1,117,817	\$ (445,503)	71.50%
Water Fund:						
Refunds	\$ 7,452	\$ 11,791	11,000	9,239	\$ (1,761)	84.00%
Sales Tax	501	(151)	-	23	23	
Excise Tax	854,186	904,784	1,077,000	826,079	(250,921)	76.70%
Cell Tower Lease	104,105	83,008	84,551	73,514	(11,037)	86.95%
Outside Billing	25,040	20,263	20,000	13,745	(6,255)	68.73%
Water Sales	12,019,100	12,712,319	14,389,155	11,718,414	(2,670,741)	81.44%
Hook Up Fees	708,238	329,793	200,000	151,188	(48,812)	75.59%
Meter Sales	568,996	477,374	500,000	336,716	(163,284)	67.34%
Temporary Water Sales	118,620	85,620	80,000	62,360	(17,640)	77.95%
Water Availability	3,131,602	3,344,757	3,479,262	2,944,317	(534,945)	84.62%
Service Charges	118,893	136,937	117,000	115,996	(1,004)	99.14%
Unapplied Credits	9,362	14,782	-	9,199	9,199	
Deposits	190,560	201,802	217,000	156,730	(60,270)	72.23%
Interest	11,503	4,750	24,000	-	(24,000)	0.00%
Miscellaneous	12,125	2,879	-	6,159	6,159	
Fund Total	\$ 17,880,284	\$ 18,330,708	\$ 20,198,968	\$ 16,423,679	\$ (3,775,289)	81.31%
Sewer Fund:						
Sales Tax	\$ 267,234	\$ 243,856	\$ 276,000	\$ 220,618	\$ (55,382)	79.93%
Refunds	1,704	-	-	53	53	
Miscellaneous	-	-	-	2,780	2,780	
Miscellaneous Service Charge	71,340	63,344	67,000	51,359	(15,641)	76.65%
Sewer Disposal Fee	1,435	-	-	-	-	
Sewer Usage	10,842,210	9,943,470	9,733,181	8,507,965	(1,225,216)	87.41%
Hook Up Fees	1,163,433	1,110,017	300,000	263,999	(36,001)	88.00%
Sewer Availability	6,527,031	6,385,182	6,255,055	5,309,252	(945,803)	84.88%
Interest	7,008	13,006	14,000	2,000	(12,000)	14.29%
Fund Total	\$ 18,881,394	\$ 17,758,874	\$ 16,645,236	\$ 14,358,025	\$ (2,287,211)	86.26%
Storm Water Fund						
Permits	\$ 131,131	\$ 101,620	\$ 75,000	\$ 72,520	\$ (2,480)	96.69%
Interest	7,493	3,373	29,000	-	(29,000)	0.00%
Sales Tax	56,134	61,672	73,000	54,726	(18,274)	74.97%
Service Charges	3,031,004	3,245,895	3,400,521	2,830,888	(569,633)	83.25%
Miscellaneous	-	826	26,040	14,059	(11,982)	53.99%
Fund Total	\$ 3,225,762	\$ 3,413,386	\$ 3,603,561	\$ 2,972,193	\$ (631,368)	82.48%
Golf Course Fund:						
Refunds	\$ 1,748	\$ 1,980	\$ 1,000	\$ 1,172	\$ 172	117.23%
Rebates	128	-	-	-	-	
Commissions	-	2,123	1,000	1,024	24	102.35%
Miscellaneous Service Charges	9,419	21,486	23,000	21,086	(1,914)	91.68%
Gift Certificates	5,161	9,425	-	651	651	
Driving Range	198,423	183,347	183,000	135,516	(47,484)	74.05%
Rec Program Fees	22,296	25,074	22,000	24,631	2,631	111.96%
Overages (Shortages)	(394)	(37)	-	(794)	(794)	
Food and Beverage Sales	134,467	242,698	242,000	204,109	(37,891)	84.34%
Clubhouse and Banquet Rental	25,162	30,610	30,000	24,024	(5,976)	80.08%
Alcoholic Beverage Sales	204,177	286,436	286,000	220,545	(65,455)	77.11%
Season Passes	97,094	114,336	97,000	91,002	(5,998)	93.82%
Greens Fees	567,382	662,097	662,000	498,857	(163,143)	75.36%
Merchandise Sales	103,715	115,259	115,000	96,752	(18,248)	84.13%
Cart Rental	341,504	398,453	398,000	300,692	(97,308)	75.55%
Equipment Rental	1,258	2,877	3,000	2,309	(692)	76.95%
Salvage Sales	91	-	-	-	-	
Sales Tax	36,320	42,081	40,000	31,273	(8,727)	78.18%
Miscellaneous Revenue	58,305	84,767	95,000	66,914	(28,086)	70.44%
Interest	2,245	1,366	15,000	-	(15,000)	0.00%
Other Reimbursement	-	-	-	-	-	
Fund Total	\$ 1,808,499	\$ 2,224,379	\$ 2,213,000	\$ 1,719,763	\$ (493,237)	77.71%
Total - Major Operating Funds	<u>\$ 131,367,670</u>	<u>\$ 133,572,517</u>	<u>\$ 124,554,509</u>	<u>\$ 112,938,716</u>	<u>\$ (11,615,793)</u>	90.67%

⁽¹⁾ April is 83.3% of the fiscal year.

City of Ankeny
Major Operating Funds
Budget versus Actual
April 30, 2023

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
General Fund									
Public Safety:									
Police Administration	1111	\$ 17,745	\$ 18,516	\$ 771	104%	\$ 1,929,753	\$ 1,526,679	\$ (403,074)	79%
Police Operations	1112	271,282	312,456	41,174	115%	7,589,888	5,854,962	(1,734,926)	77%
Police Support Services	1114	45,949	33,711	(12,238)	73%	2,704,305	2,254,624	(449,681)	83%
Crossing Guards	1119	-	-	-	N/A	112,504	80,412	(32,092)	71%
Emergency Preparedness	1140	-	-	-	N/A	60,944	55,859	(5,085)	92%
Fire Support	1141	445,599	246,032	(199,567)	55%	1,381,955	1,103,543	(278,412)	80%
Fire Suppression	1142	4,143	3,810	(333)	92%	3,441,236	2,817,343	(623,893)	82%
Emergency Medical Services	1144	2,783,937	2,169,335	(614,602)	78%	6,303,138	4,611,467	(1,691,671)	73%
Code Enforcement	1460	2,427,100	2,161,219	(265,881)	89%	2,124,965	1,767,661	(357,304)	83%
Animal Control	2224	7,000	2,748	(4,252)	39%	31,000	23,291	(7,709)	75%
Subtotal		\$ 6,002,755	\$ 4,947,829	\$ (1,054,926)	82%	\$ 25,679,688	\$ 20,095,842	\$ (5,583,846)	78%
Culture & Recreation:									
Library	2331	\$ 298,971	\$ 266,529	\$ (32,442)	89%	\$ 2,617,123	\$ 2,139,988	\$ (477,135)	82%
Park Administration	2440	60,000	45,711	(14,289)	76%	358,198	290,960	(67,238)	81%
Park Maintenance	2441	-	162	162	N/A	2,107,423	1,383,109	(724,314)	66%
Recreation Programs	2442	520,000	580,751	60,751	112%	901,025	759,664	(141,361)	84%
Community Centers	2443	179,000	194,781	15,781	109%	561,885	413,697	(148,188)	74%
Aquatic Centers	2444	1,258,500	702,582	(555,919)	56%	1,706,651	1,003,066	(703,585)	59%
Prairie Ridge Sports Complex	2445	367,932	212,645	(155,287)	58%	1,153,114	806,836	(346,278)	70%
Hawkeye Concessions	2446	58,300	39,347	(18,953)	67%	77,149	47,969	(29,180)	62%
Cemetery	3547	-	-	-	N/A	600	-	(600)	0%
Subtotal		\$ 2,742,703	\$ 2,042,506	\$ (700,197)	74%	\$ 9,483,168	\$ 6,845,290	\$ (2,637,878)	72%
Public Works:									
Airport Authority	3548	\$ 669,343	\$ 661,332	\$ (8,011)	99%	\$ 669,455	\$ 669,455	\$ 0	100%
Subtotal		\$ 669,343	\$ 661,332	\$ (8,011)	99%	\$ 669,455	\$ 669,455	\$ 0	100%
Community & Economic Development:									
Development Engineering	3545	\$ 68,000	\$ 76,811	\$ 8,811	113%	\$ 1,023,021	\$ 862,683	\$ (160,338)	84%
Housing Authority	3648	-	-	-	N/A	33,454	28,454	(5,000)	85%
Economic Development	4886	-	-	-	N/A	460,621	295,194	(165,427)	64%
Community Development	4887	30,000	33,002	3,002	110%	1,186,089	961,921	(224,168)	81%
Subtotal		\$ 98,000	\$ 109,813	\$ 11,813	112%	\$ 2,703,185	\$ 2,148,251	\$ (554,934)	79%
General Government:									
Communications	2335	\$ -	\$ -	\$ -	N/A	\$ 457,640	\$ 374,805	\$ (82,835)	82%
Mayor and City Council	4881	-	-	-	N/A	220,926	193,533	(27,393)	88%
Human Resources	4882	-	-	-	N/A	517,409	404,465	(112,944)	78%
City Manager	4883	-	315	315	N/A	1,128,041	853,752	(274,289)	76%
City Clerk	4884	120,400	118,604	(1,796)	99%	473,986	378,123	(95,863)	80%
Finance	4885	33,924,442	33,641,472	(282,970)	99%	559,531	465,226	(94,305)	83%
Information Technology	4889	375,052	250,797	(124,255)	67%	1,468,715	1,063,657	(405,058)	72%
City Hall Building	4891	-	-	-	N/A	89,914	57,261	(32,653)	64%
Subtotal		\$ 34,419,894	\$ 34,011,188	\$ (408,706)	99%	\$ 4,916,162	\$ 3,790,823	\$ (1,125,339)	77%
Total General Fund		\$ 43,932,695	\$ 41,772,667	\$ (2,160,028)	95%	\$ 43,451,658	\$ 33,549,661	\$ (9,901,997)	77%
Hotel/Motel Tax Fund									
Community and Economic Development	2233	\$ 8,000	\$ 2,000	\$ (6,000)	25%	\$ 1,274,134	\$ 1,063,571	\$ (210,563)	83%
Road Use Tax Fund									
Public Works:									
Street Lighting	1260	\$ -	\$ -	\$ -	N/A	\$ 702,000	\$ 547,073	\$ (154,927)	78%
Roadway Administration	3261	8,833,480	7,457,152	(1,376,329)	84%	1,925,669	1,503,993	(421,676)	78%
Roadway Maintenance	3262	-	-	-	N/A	2,845,426	2,131,193	(714,233)	75%
Snow and Ice Control	3263	-	-	-	N/A	1,204,872	559,979	(644,893)	46%
Traffic Safety	3265	-	-	-	N/A	1,527,513	1,007,851	(519,662)	66%
Total Road Use Tax Fund		\$ 8,833,480	\$ 7,457,152	\$ (1,376,329)	84%	\$ 8,205,480	\$ 5,750,088	\$ (2,455,392)	70%

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
Tax Increment Financing									
Community and Economic Development	4280	\$ 9,963,142	\$ 9,777,040	\$ (186,102)	98%	\$ 2,565,008	\$ 114,007	\$ (2,451,001)	4%
Police and Fire Retirement									
Public Safety:	4290	\$ 2,547,704	\$ 2,512,480	\$ (35,224)	99%	\$ 2,749,977	\$ 2,315,414	\$ (434,563)	84%
Debt Service									
Debt Service:	4300	\$ 15,045,403	\$ 14,825,901	\$ (219,502)	99%	\$ 24,205,486	\$ 2,443,830	\$ (21,761,656)	10%
Solid Waste									
Enterprise:	3500	\$ 1,563,320	\$ 1,117,817	\$ (445,503)	72%	\$ 1,342,267	\$ 931,084	\$ (411,183)	69%
Water									
Enterprise:									
Utility Deposits	3505	\$ 217,000	\$ 156,730	\$ (60,270)	72%	\$ 183,000	\$ 138,950	\$ (44,050)	76%
Water Administration	3510	19,981,968	16,266,949	(3,715,019)	81%	11,251,302	8,668,241	(2,583,061)	77%
Water Maintenance	3512	-	-	-	N/A	2,488,934	1,958,006	(530,928)	79%
Water Improvement	3520	-	-	-	N/A	-	-	-	N/A
Water Sinking	3530	-	-	-	N/A	1,595,707	252,030	(1,343,677)	16%
Total Water Fund		\$ 20,198,968	\$ 16,423,679	\$ (3,775,289)	81%	\$ 15,518,943	\$ 11,017,227	\$ (4,501,716)	71%
Sewer									
Enterprise:									
Wastewater Administration	3550	\$ 16,645,236	\$ 14,358,025	\$ (2,287,211)	86%	\$ 12,788,134	\$ 6,815,350	\$ (5,972,784)	53%
Wastewater Operations	3552	-	-	-	N/A	1,396,089	1,014,705	(381,384)	73%
Sewer Improvement	3560	-	-	-	N/A	-	-	-	N/A
Sewer Sinking	3570	-	-	-	N/A	-	-	-	N/A
Total Sewer Fund		\$ 16,645,236	\$ 14,358,025	\$ (2,287,211)	86%	\$ 14,184,223	\$ 7,830,055	\$ (6,354,168)	55%
Storm Water									
Enterprise:									
Storm Water Administration	3580	\$ 3,603,561	\$ 2,972,193	\$ (631,368)	82%	\$ 1,003,159	\$ 779,127	\$ (224,032)	78%
Street Cleaning	3584	-	-	-	N/A	221,072	129,700	(91,372)	59%
Total Storm Water Fund		\$ 3,603,561	\$ 2,972,193	\$ (631,368)	82%	\$ 1,224,231	\$ 908,827	\$ (315,404)	74%
Golf Course									
Enterprise:									
Golf Course Maintenance	2591	\$ 1,000	\$ 1,172	\$ 172	117%	\$ 759,327	\$ 503,994	\$ (255,333)	66%
Golf Course Pro Shop	2592	1,539,000	1,185,911	(353,089)	77%	677,681	493,665	(184,016)	73%
Golf Course Banquet Services	2595	673,000	532,679	(140,321)	79%	735,113	514,317	(220,796)	70%
Total Golf Course Fund		\$ 2,213,000	\$ 1,719,763	\$ (493,237)	78%	\$ 2,172,121	\$ 1,511,977	\$ (660,144)	70%
Total		\$ 124,554,509	\$ 112,938,716	\$ (11,615,793)	91%	\$ 116,893,528	\$ 67,435,740	\$ (49,457,788)	58%

**City of Ankeny
Investment Schedule
April 2023**

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, 2023
Capital Projects													
291727	IPAIT	CD	CD	0.200%	9/24/2021	9/24/2022	365	\$ 4,000,000.00	\$ -	\$ -	\$ 8,000.00	\$ 4,000,000.00	\$ -
22362	South Story Bank & Tr	CD	CD	0.350%	11/8/2021	11/8/2022	365	2,000,000.00	-	-	7,138.09	2,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	1.574%	5/16/2022	12/31/2022	229	10,000,000.00	79,834.25	34,231.20	98,434.55	10,034,231.20	-
900008222	Northwest Bank	CD	CD	0.300%	2/7/2022	2/7/2023	365	3,000,000.00	-	-	9,000.00	3,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	2.844%	8/17/2022	2/28/2023	195	5,000,000.00	2,887.23	(71,537.36)	74,900.13	4,928,462.64	-
313-91634	RBC Wealth Managem	T-Bill	T-Bill	4.024%	11/14/2022	4/6/2023	143	2,000,000.00	-	(31,042.26)	31,042.26	1,968,957.74	-
	Robert W. Baird & Co.	T-Bill	T-Bill	4.684%	1/4/2023	6/29/2023	176	5,000,000.00	-	(110,436.09)	-	-	4,889,563.91
433087201	US Bank	CD	CD	3.050%	8/22/2022	8/17/2023	360	5,000,000.00	-	-	-	-	5,000,000.00
	Robert W. Baird & Co.	T-Note	T-Note	4.683%	1/4/2023	8/31/2023	239	5,000,000.00	23,929.56	(105,079.71)	-	-	4,918,849.85
	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	4,000,000.00	-	-	-	-	4,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	4.464%	4/10/2023	2/29/2024	325	2,000,000.00	5,292.12	(35,787.50)	-	-	1,969,504.62
313-91634	RBC Wealth Managem	T-Note	T-Note	4.855%	2/8/2023	2/29/2024	386	3,000,000.00	20,013.81	(101,231.25)	2,486.19	-	2,898,768.75
313-91634	RBC Wealth Managem	T-Note	T-Note	5.060%	3/1/2023	5/31/2024	457	5,000,000.00	31,250.00	(150,726.56)	-	-	4,880,523.44
	IPAIT	CD	CD	4.550%	2/1/2023	8/5/2024	551	3,000,000.00	-	-	-	-	3,000,000.00
Subtotal								\$ 58,000,000.00	\$ 163,206.97	\$ (571,609.53)	\$ 231,001.22	\$ 25,931,651.58	\$ 31,557,210.57
Equipment Reserve													
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
Subtotal								\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
General Funds													
291878	IPAIT	CD	CD	0.140%	10/14/2021	7/11/2022	270	\$ 3,000,000.00	\$ -	\$ -	\$ 3,106.85	\$ 3,000,000.00	\$ -
	Robert W. Baird & Co.	Toyota Motor	Commercial Paper	0.321%	12/13/2021	9/6/2022	267	2,992,880.01	-	-	7,387.30	2,992,880.01	-
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	0.723%	2/8/2022	10/6/2022	240	4,976,000.00	-	-	24,000.00	4,976,000.00	-
260001405	Community State	CD	CD	0.220%	4/14/2022	10/13/2022	182	3,000,000.00	-	-	3,290.96	3,000,000.00	-
313-91634	RBC Wealth Managem	MUFG Bank	Commercial Paper	1.584%	4/20/2022	10/17/2022	180	2,976,750.00	-	-	23,250.47	2,976,750.00	-
1279250-1	IPAIT	CD	CD	1.050%	5/6/2022	11/2/2022	180	4,000,000.00	-	-	20,740.40	4,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	0.677%	2/7/2022	11/30/2022	296	5,000,000.00	-	53,345.22	(3,345.22)	5,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	0.938%	2/11/2022	12/31/2022	323	3,000,000.00	435.08	(21,399.37)	24,714.29	2,978,600.63	-
22378	South Story Bank & Tr	CD	CD	0.300%	2/4/2022	2/4/2023	365	2,000,000.00	-	-	6,037.48	2,000,000.00	-
3000595287	Lincoln Savings Bank	CD	CD	0.570%	2/7/2022	2/7/2023	365	3,000,000.00	-	-	17,169.68	3,000,000.00	-
39246-101	IPAIT	T-Note	T-Note	1.810%	5/6/2022	2/28/2023	298	10,135,000.00	2,306.54	(137,376.76)	147,738.98	9,997,623.24	-
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	4.255%	10/6/2022	3/27/2023	172	4,900,383.34	-	-	99,616.66	4,900,383.34	-
313-91634	RBC Wealth Managem	T-Note	T-Note	2.544%	7/6/2022	3/31/2023	268	5,000,000.00	19,877.05	(37,628.10)	92,751.45	4,962,371.90	-
145636	First National Bank	CD	CD	4.150%	10/14/2022	4/14/2023	182	3,000,000.00	-	-	62,400.57	3,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	2.524%	6/14/2022	4/15/2023	305	5,000,000.00	2,049.18	(93,037.18)	103,488.00	4,906,962.82	-
313-91634	RBC Wealth Managem	MUFG Bank	Commercial Paper	4.842%	10/18/2022	5/30/2023	224	2,912,266.67	-	-	-	-	2,912,266.67
	Robert W. Baird & Co.	Toyota Motor	Commercial Paper	4.039%	9/8/2022	6/5/2023	270	2,911,800.00	-	-	-	-	2,911,800.00
313-91634	RBC Wealth Managem	T-Note	T-Note	4.546%	12/1/2022	6/30/2023	211	5,000,000.00	2,615.49	(124,513.59)	509.51	-	4,875,486.41
3001008015	Lincoln Savings Bank	CD	CD	2.950%	8/17/2022	8/17/2023	365	5,000,000.00	-	-	-	-	5,000,000.00
1302693-1	IPAIT	CD	CD	4.200%	9/29/2022	9/29/2023	365	5,000,000.00	-	-	-	-	5,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	4.890%	2/10/2023	11/30/2023	293	3,000,000.00	2,967.03	(101,721.57)	-	-	2,901,245.46
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	5.181%	3/28/2023	12/4/2023	251	4,825,694.45	-	-	-	-	4,825,694.45
3001042013	Lincoln Savings Bank	CD	CD	4.800%	1/31/2023	1/31/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
260002163	Community State	CD	CD	4.910%	1/31/2023	1/31/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
1302693-1	IPAIT	CD	CD	5.060%	2/28/2023	2/28/2024	365	10,000,000.00	-	-	-	-	10,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	4.597%	4/3/2023	3/31/2024	363	5,000,000.00	922.13	(111,621.90)	-	-	4,889,300.23
313-91634	RBC Wealth Managem	T-Note	T-Note	4.596%	4/17/2023	4/30/2024	379	5,000,000.00	52,209.94	(116,242.20)	-	-	4,935,967.74
3000907325	Lincoln Savings Bank	MM	Money market	4.000%	N/A	N/A	MM	15,029,823.32	-	-	255,375.97	5,000,000.00	10,029,823.32
39246-101	IPAIT	MM	Money market	4.581%	N/A	N/A	MM	39,644,668.27	-	-	496,999.51	-	39,644,668.27
	Farmers State Bank	MM	Money market	4.580%	N/A	N/A	MM	24,762,775.37	-	-	679,821.22	-	24,762,775.37
Subtotal								\$ 194,068,041.43	\$ 83,382.44	\$ (690,195.45)	\$ 2,065,054.08	\$ 66,691,571.94	\$ 126,689,027.92

**City of Ankeny
Investment Schedule
April 2023**

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, 2023
Police/Fire Pension													
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Subtotal								\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Sewer Improvement Fund													
291599	IPAIT	CD	CD	0.200%	9/23/2021	9/23/2022	365	\$ 1,000,000.00	\$ -	\$ -	\$ 2,000.00	\$ 1,000,000.00	\$ -
260001432	Community State	CD	CD	1.200%	6/7/2022	6/7/2023	365	500,000.00	-	-	-	-	500,000.00
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	500,000.00	-	-	-	-	500,000.00
	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	1,000,000.00	-	-	-	-	1,000,000.00
Subtotal								\$ 3,000,000.00	\$ -	\$ -	\$ 2,000.00	\$ 1,000,000.00	\$ 2,000,000.00
Water Fund													
260001432	Community State	CD	CD	1.200%	6/7/2022	6/7/2023	365	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Subtotal								\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Total Investments								\$ 258,568,041.43	\$ 246,589.41	\$ (1,261,804.98)	\$ 2,298,055.30	\$ 93,623,223.52	\$ 163,746,238.49
<u>Totals by Institution</u>													
Bank of the West								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bankers Trust								5,000,000.00	-	-	-	-	5,000,000.00
BNP Paribas								-	-	-	-	-	-
Community State								9,500,000.00	-	-	3,290.96	3,000,000.00	6,500,000.00
Farmers State Bank								24,762,775.37	-	-	679,821.22	-	24,762,775.37
First Interstate Bank								-	-	-	-	-	-
First National Bank								3,000,000.00	-	-	62,400.57	3,000,000.00	-
Great Southern Bank								-	-	-	-	-	-
IPAIT								79,779,668.27	2,306.54	(137,376.76)	678,585.74	21,997,623.24	57,644,668.27
Lincoln Savings Bank								25,029,823.32	-	-	272,545.65	8,000,000.00	17,029,823.32
Northwest Bank								3,000,000.00	-	-	9,000.00	3,000,000.00	-
RBC Wealth Management								83,591,094.46	220,353.31	(908,912.42)	571,848.29	47,632,720.27	35,088,757.77
Robert W. Baird & Co.								15,904,680.01	23,929.56	(215,515.80)	7,387.30	2,992,880.01	12,720,213.76
Two Rivers Bank								-	-	-	-	-	-
South Story Bank & Trust								4,000,000.00	-	-	13,175.57	4,000,000.00	-
US Bank								5,000,000.00	-	-	-	-	5,000,000.00
Wells Fargo								-	-	-	-	-	-
Total								\$ 258,568,041.43	\$ 246,589.41	\$ (1,261,804.98)	\$ 2,298,055.30	\$ 93,623,223.52	\$ 163,746,238.49
<u>Totals by Type</u>													
CD								\$ 69,500,000.00	\$ -	\$ -	\$ 138,884.03	\$ 28,000,000.00	\$ 41,500,000.00
Commercial paper								26,495,774.47	-	-	154,254.43	15,846,013.35	10,649,761.12
Money market								79,437,266.96	-	-	1,432,196.70	5,000,000.00	74,437,266.96
T-Bill								7,000,000.00	-	(141,478.35)	31,042.26	1,968,957.74	4,889,563.91
T-Note								76,135,000.00	246,589.41	(1,120,326.63)	541,677.88	42,808,252.43	32,269,646.50
								\$ 258,568,041.43	\$ 246,589.41	\$ (1,261,804.98)	\$ 2,298,055.30	\$ 93,623,223.52	\$ 163,746,238.49



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 April 2023 Building Permit Report

City of Ankeny
Building Permit Report
Month of April 2023

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	April-23		April-22		1/1/2023-4/30/2023		1/1/2022-4/30/2022		7/1/2022-4/30/2023	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	41	\$12,931,715	77	\$22,388,700	123	\$39,066,999	196	\$57,816,082	304	\$101,441,287
New Single Family Attached/Duplex	36	\$9,179,097	6	\$1,731,624	97	\$24,260,411	61	\$14,837,205	284	\$67,924,752
New Multi - Family	0	\$0	1	\$5,757,654	1	\$7,270,821	2	\$6,507,654	49	\$37,888,304
Total New Residential Permits	77	\$22,110,812	84	\$29,877,978	221	\$70,598,231	259	\$79,160,941	637	\$207,254,343
Additions/Alterations/Other (1)	84	\$816,168	90	\$1,055,585	225	\$3,124,932	240	\$3,365,446	636	\$8,830,978
Total New Dwelling Units	77		107		271		281		813	
NON-RESIDENTIAL										
New Commercial	2	\$208,000	4	\$37,187,467	7	\$14,517,138	10	\$77,315,345	20	\$92,555,222
COM Additions/Alterations/Other	6	\$604,697	8	\$1,043,030	35	\$5,684,695	40	\$7,333,497	80	\$13,433,643
New Church	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
CHR Additions/Alterations/Other	0	\$0	0	\$0	1	\$17,000	0	\$0	3	\$371,800
New School	0	\$0	0	\$0	1	\$70,000	0	\$0	1	\$70,000
SCH Additions/Alterations/Other	0	\$0	1	\$6,000	1	\$60,913	3	\$40,550	1	\$60,913
Total Non Residential Permits	8	\$812,697	13	\$38,236,497	45	\$20,349,746	53	\$84,689,392	105	\$106,491,578
MISC PERMITS (2)	86	\$43,032	119	\$186,641	219	\$273,864	276	\$515,390	652	\$750,558
TOTALS	255	\$23,782,709	306	\$69,356,701	710	\$94,346,773	828	\$167,731,169	2030	\$323,327,457

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

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

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

* includes footing & foundation permits

The City Of Ankeny
Building Permit Report (Monthly)
Issued from April 2023

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	4/3/2023	\$406,095	23-1493-NEW	1204 NW Jackson Dr	Gardner Homes	Gardner Homes
Single Family Detached	New Building	4/5/2023	\$213,944	23-1542-NEW	3013 NW Countrywood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	4/5/2023	\$252,884	23-1544-NEW	3009 NW Countrywood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	4/6/2023	\$358,848	23-1368-NEW	2712 NW Beechwood St	MJ Properties	MJ Properties
Single Family Detached	New Building	4/7/2023	\$429,221	23-1423-NEW	3510 NW 28th St	Candor Homes, LLC	Candor Homes, LLC
Single Family Detached	New Building	4/7/2023	\$390,422	23-1551-NEW	1705 SW Westview Dr	Redwood Builders LLC	Redwood Builders LLC
Single Family Detached	New Building	4/7/2023	\$306,244	23-1576-NEW	4324 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	4/7/2023	\$286,407	23-1581-NEW	4325 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	4/10/2023	\$365,756	23-1300-NEW	1606 SW Westwood St	MJ Properties	MJ Properties
Single Family Detached	New Building	4/10/2023	\$328,190	23-1583-NEW	4321 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	4/10/2023	\$287,375	23-1589-NEW	4320 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	4/10/2023	\$287,607	23-1593-NEW	4317 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	4/10/2023	\$356,392	23-1594-NEW	4316 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	4/10/2023	\$304,815	23-1596-NEW	4312 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	4/10/2023	\$266,907	23-1498-NEW	2011 SW Vintage Pkwy	MJ Properties	MJ Properties
Single Family Detached	New Building	4/13/2023	\$269,261	23-1827-NEW	4424 NW 17th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	4/14/2023	\$488,276	23-1051-NEW	1704 SW Walnut St	Caliber Homes	Caliber Homes
Single Family Detached	New Building	4/14/2023	\$322,730	23-1244-NEW	2606 NW Boulder Point Pl	Leto Built Homes	Leto Built Homes
Single Family Detached	New Building	4/14/2023	\$321,482	23-1245-NEW	2610 NW Boulder Point Pl	Leto Built Homes	Leto Built Homes
Single Family Detached	New Building	4/17/2023	\$256,413	23-1699-NEW	4108 NE 8th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	4/17/2023	\$236,029	23-1701-NEW	807 NE Deerfield Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	4/17/2023	\$243,216	23-1719-NEW	4401 NW 13th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	4/18/2023	\$321,083	23-1508-NEW	2315 SW Vintage Pkwy	MJ Properties	MJ Properties
Single Family Detached	New Building	4/18/2023	\$339,198	23-1538-NEW	1316 NW Reinhart Dr	Sage Homes Inc	Sage Homes Inc
Single Family Detached	New Building	4/18/2023	\$425,583	23-1803-NEW	2821 NW Westwood Ct	MJ Properties	MJ Properties
Single Family Detached	New Building	4/19/2023	\$435,383	23-1258-NEW	2716 SW 17th St	Lejla Kajtazovic	Lejla Kajtazovic
Single Family Detached	New Building	4/19/2023	\$376,268	23-1348-NEW	2817 NW 28th St	Kyanite Design & Build	Kyanite Design & Build
Single Family Detached	New Building	4/21/2023	\$252,884	23-1922-NEW	3005 NW Countrywood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	4/21/2023	\$252,884	23-1926-NEW	3010 NW Countrywood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	4/24/2023	\$374,579	23-1478-NEW	3141 NW 27th Cir	Vander Kamp Homebuilders	Vanderkamp Framing LLC
Single Family Detached	New Building	4/24/2023	\$313,589	23-1752-NEW	1116 NW Benjamin Dr	Sage Homes Inc	Sage Homes Inc
Single Family Detached	New Building	4/25/2023	\$342,930	23-2017-NEW	2207 SW Vintage Pkwy	MJ Properties	MJ Properties
Single Family Detached	New Building	4/26/2023	\$285,287	23-1327-NEW	2602 NW 25th St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	4/26/2023	\$331,638	23-1672-NEW	413 NE 57th Ct	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	4/26/2023	\$285,526	23-1679-NEW	409 NE 57th Ct	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	4/27/2023	\$249,952	23-1987-NEW	4416 NW 12th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	4/27/2023	\$251,094	23-1988-NEW	4412 NW 12th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	4/27/2023	\$273,611	23-1989-NEW	4408 NW 12th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	4/27/2023	\$252,884	23-2060-NEW	3006 NW Countrywood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	4/27/2023	\$213,944	23-2061-NEW	3002 NW Countrywood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	4/27/2023	\$374,886	23-2077-NEW	1110 NW Jackson Dr	Gardner Homes	Gardner Homes

Single Family Attached	New Building	4/3/2023	\$253,798	23-1458-NEW	4402 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	4/3/2023	\$251,985	23-1460-NEW	4406 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	4/3/2023	\$253,798	23-1461-NEW	4336 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	4/3/2023	\$251,985	23-1462-NEW	4340 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	4/10/2023	\$233,435	23-1369-NEW	1105 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	4/10/2023	\$233,435	23-1372-NEW	1109 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	4/10/2023	\$233,435	23-1401-NEW	1113 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	4/10/2023	\$233,435	23-1402-NEW	1117 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	4/10/2023	\$233,435	23-1408-NEW	1121 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	4/10/2023	\$233,435	23-1410-NEW	1125 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	4/10/2023	\$233,435	23-1411-NEW	1129 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	4/10/2023	\$233,435	23-1413-NEW	1133 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	4/10/2023	\$233,435	23-1414-NEW	1137 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	4/10/2023	\$233,435	23-1415-NEW	1141 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	4/18/2023	\$204,229	23-1639-NEW	4304 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	4/18/2023	\$204,229	23-1638-NEW	4308 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	4/18/2023	\$253,798	23-1637-NEW	4312 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	4/18/2023	\$251,985	23-1636-NEW	4316 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	4/17/2023	\$253,798	23-1633-NEW	4320 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	4/17/2023	\$251,985	23-1620-NEW	4324 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	4/18/2023	\$253,798	23-1617-NEW	4328 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	4/18/2023	\$251,985	23-1616-NEW	4332 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	4/26/2023	\$331,559	23-1949-NEW	5426 NE Briarwood Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Attached	New Building	4/26/2023	\$331,559	23-1950-NEW	5430 NE Briarwood Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Attached	New Building	4/26/2023	\$332,232	23-1844-NEW	5502 NE Creek Ridge Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Attached	New Building	4/26/2023	\$332,232	23-1845-NEW	5506 NE Creek Ridge Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Attached	New Building	4/26/2023	\$332,232	23-1840-NEW	5510 NE Creek Ridge Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Attached	New Building	4/26/2023	\$332,232	23-1843-NEW	5514 NE Creek Ridge Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Attached	New Building	4/26/2023	\$230,062	23-1954-NEW	5517 NE Creek Ridge Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Attached	New Building	4/26/2023	\$248,770	23-1955-NEW	5521 NE Creek Ridge Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Attached	New Building	4/26/2023	\$230,062	23-1956-NEW	5607 NE Creek Ridge Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Attached	New Building	4/26/2023	\$248,770	23-1958-NEW	5611 NE Creek Ridge Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Attached	New Building	4/26/2023	\$230,062	23-1959-NEW	5615 NE Creek Ridge Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Attached	New Building	4/26/2023	\$248,770	23-1966-NEW	5619 NE Creek Ridge Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Attached	New Building	4/26/2023	\$230,062	23-1967-NEW	5623 NE Creek Ridge Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Attached	New Building	4/26/2023	\$248,770	23-1969-NEW	5627 NE Creek Ridge Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	Building Alteration	4/3/2023	\$16,495	23-1081-ALT	407 SW 16th St	Homeworx	HomeWorx
Single Family Detached	Building Alteration	4/3/2023	\$16,286	23-1011-ALT	2826 NW Westwood Ct	Leever Homes Inc	Leever Homes Inc
Single Family Detached	Building Alteration	4/3/2023	\$16,379	23-1484-ALT	1503 NW Driftwood Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	Gazebo	4/3/2023	\$4,000	23-1573-GAZ	4209 NW 13th St	Chris Tabbert	Chris Tabbert
Single Family Detached	Building Alteration	4/4/2023	\$20,486	23-1552-ALT	2522 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	Solar	4/4/2023	\$14,140	23-1627-SOL	3514 SW 29th St	Nathan Hamersley	1 Source Solar
Single Family Detached	Building Addition	4/5/2023	\$21,725	23-1341-ADD	1324 NE Cold Harbor Dr	3 Sons Construction	3 Sons Construction
Single Family Attached	Porch	4/5/2023	\$2,000	23-1513-PRCH	2305 NW Cherry St	Wegner Roofing & Solar	Wegner Roofing & Solar
Single Family Detached	Pergola	4/5/2023	\$800	23-1643-PERG	4315 SW Walnut St	Matthew Schimel	Matthew Schimel
Single Family Detached	Building Alteration	4/5/2023	\$2,500	23-1650-ALT	418 SE 11th St	David Funk	David Funk
Single Family Detached	Porch	4/6/2023	\$3,360	23-1667-PRCH	2008 NW Reinhart Dr	Jesse M Miller	Ankeny Home Services

Single Family Detached	Building Alteration	4/6/2023	\$500	23-1681-ALT	3604 NE Raintree Dr	Geoffrey Erickson	Geoffrey Erickson
Single Family Detached	Building Alteration	4/6/2023	\$3,420	23-1702-ALT	1217 SW Kenworthy Dr	HOME Inc	HOME Inc
Single Family Detached	Building Alteration	4/10/2023	\$30,856	23-1647-ALT	1142 NE 56th St	Benchmark Builders Iowa	Benchmark Builders Iowa LC
Single Family Detached	Building Alteration	4/10/2023	\$13,085	23-1726-ALT	2510 NW 29th St	T & E Construction Inc	T & E Construction Inc
Single Family Detached	Building Alteration	4/10/2023	\$11,670	23-1728-ALT	2312 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Solar	4/11/2023	\$10,540	23-1753-SOL	518 SW Irvinedale Dr	One Source Solar	1 Source Solar
Single Family Detached	Gazebo	4/12/2023	\$1,399	23-1800-GAZ	3408 NW Trestle Point Dr	A Chapman Kurt	A Chapman Kurt
Single Family Detached	Solar	4/12/2023	\$27,972	23-1802-SOL	922 SE Peterson Dr	Purelight Power	Purelight Power
Single Family Detached	Porch	4/12/2023	\$2,880	23-1816-PRCH	132 NE 51st St	Midwest Builders Of Iowa	Midwest Builders Of Iowa
Single Family Detached	Solar	4/13/2023	\$23,310	23-1851-SOL	2402 NW Cherry St	Purelight Power	Purelight Power
Single Family Detached	Porch	4/13/2023	\$4,800	23-1856-PRCH	3502 SW Court Ave	Greg C. Arganbright	Greg C. Arganbright
Single Family Attached	Building Alteration	4/14/2023	\$3,000	23-1787-ALT	1302 SE Wanda Dr	Hughes Toby	Hughes Toby
Single Family Detached	Building Alteration	4/18/2023	\$24,360	23-1907-ALT	1612 NW Spruce Dr	Hartzell Kyle	Hartzell Kyle
Single Family Detached	Solar	4/19/2023	\$35,584	23-2027-SOL	2022 NW Pleasant St	Dexton Lybbert	Skyline Solar
Single Family Detached	Building Alteration	4/19/2023	\$2,500	23-2040-ALT	2813 SW Townpark Dr	Tom Wiederin	Home Improvement Specialists
Single Family Detached	Building Alteration	4/19/2023	\$2,500	23-2042-ALT	201 SE 9th St	Tom Wiederin	Home Improvement Specialists
Single Family Detached	Solar	4/21/2023	\$37,879	23-1660-SOL	4607 NE Michael Dr	Blue Sky Smart Solutions	Blue Sky Smart Solutions
Single Family Detached	Porch	4/21/2023	\$1,992	23-2091-PRCH	2607 NE 13th Ct	Heilman Construction	Heilman Construction
Single Family Detached	Building Alteration	4/24/2023	\$14,082	23-1734-ALT	514 NW Somerset Ct	3 Sons Construction	3 Sons Construction
Single Family Detached	Building Addition	4/24/2023	\$21,725	23-2093-ADD	3120 NW Trestle Point Dr	Midwest Construction	Midwest Construction
Single Family Detached	Solar	4/24/2023	\$27,300	23-2140-SOL	723 SE 5th Ct	Wegner Roofing & Solar	Wegner Roofing & Solar
Single Family Detached	Building Alteration	4/25/2023	\$5,000	23-1867-ALT	801 NW Westwood St	BAM Basements	BAM Basements
Single Family Detached	Pergola	4/25/2023	\$1,400	23-2123-PERG	4607 NW 2nd St	Mark DeJong	Mark DeJong
Single Family Detached	Pergola	4/26/2023	\$31,700	23-2128-PERG	3114 SW Logan St	Buresh Homes Solutions	Buresh Homes Solutions
Single Family Detached	Solar	4/26/2023	\$16,380	23-2186-SOL	4124 NW 13th St	Purelight Power	Purelight Power
Single Family Detached	Solar	4/26/2023	\$20,139	23-2188-SOL	3419 NE Briar Creek Pl	Purelight Power	Purelight Power
Single Family Detached	Solar	4/26/2023	\$20,920	23-2195-SOL	4115 NW 8th Ct	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	4/27/2023	\$1,800	23-2043-ALT	1002 NE 59th Ct	John Leatherman	McAninch Corporation
Single Family Detached	Building Alteration	4/27/2023	\$20,532	23-2124-ALT	1112 NW Benjamin Dr	Gardner Homes	Gardner Homes
Single Family Detached	Building Addition	4/27/2023	\$10,000	23-2263-ADD	509 SW Driftwood Ct	P & P Electric Inc	P & P Electric Inc
Single Family Detached	Building Alteration	4/30/2023	\$23,200	23-1648-ALT	413 SW 15th St	HomeWorx	HomeWorx Inc.
Other (Bus stop shelter)	New Building	4/11/2023	\$40,000	23-1392-NEW	705 W 1st St	DM Area Reg Transit Authority	DM Area Reg Transit Authority
Other (golf shelter)	New Building	4/19/2023	\$168,000	23-1724-NEW	1505 NE 36th St	DRA Properties	DRA Properties, LC
Other (music training)	Building Alteration	4/7/2023	\$200,000	23-0512-ALT	1875 N Ankeny Blvd Ste 101	Barkley Marty	DRA Properties
Industrial	Building Alteration	4/11/2023	\$50,000	23-0798-ALT	812 SW Cherry St Ste 102	Eick & Day Construction	Eick & Day Construction
Storage	Building Alteration	4/11/2023	\$25,000	23-1733-ALT	807 SW Des Moines St Unit 102	Eick & Day Construction	Eick & Day Construction
Retail	Fuel Tanks	4/19/2023	\$15,000	23-1835-FUEL	1002 SE National Dr	Walmart Inc.	Walmart Inc.
Manufacturing	Building Alteration	4/20/2023	\$311,697	23-0541-ALT	7125 SE Delaware Ave	Estes Construction	Estes Construction
Industrial	Building Alteration	4/28/2023	\$3,000	23-2258-ALT	902 SE Shurfine Dr Ste 150	Margulies Property Management	Margulies Property Management
Single Family Detached	Garage	4/10/2023	\$45,322	23-1716-GAR	3705 SW Bluegrass Cir	Soupha Chanthinouvong	Soupha Chanthinouvong
Single Family Detached	Shed	4/6/2023	\$2,400	23-1663-SHD	2508 NW Reinhart Dr	Jeremy Dilling	Jeremy Dilling
Single Family Detached	Shed	4/10/2023	\$750	23-0975-SHD	2418 NW Ashland Pkwy	Peter Von Qualen	Peter Von Qualen
Single Family Detached	Shed	4/10/2023	\$3,360	23-1635-SHD	2314 NW Applewood St	Taylor Fox	Taylor Fox
Single Family Detached	Shed	4/11/2023	\$100,000	23-1158-SHD	1208 NW Arbor Ct	Woodland Fair Construction	Woodland Fair Construction

Single Family Detached	Shed	4/11/2023	\$5,120	23-1777-SHD	1109 NE Forest Ridge Ct	Billie G Newton	Jas Concrete
Single Family Detached	Shed	4/13/2023	\$6,400	23-1732-SHD	1204 NW Arbor Ct	Caliber Homes	Caliber Homes
Single Family Detached	Shed	4/17/2023	\$1,920	23-1488-SHD	4216 SW 2nd Ct	Karla Dahlin	Midwest Sheds
Single Family Detached	Shed	4/18/2023	\$2,800	23-2023-SHD	2846 SW Reunion Dr	Tuff Shed	Tuff Shed
Single Family Detached	Shed	4/19/2023	\$9,360	23-1522-SHD	2001 NW Woodland Ct	Vanderkamp Framing LLC	Vanderkamp Framing LLC
Single Family Detached	Shed	4/19/2023	\$2,400	23-2045-SHD	1003 NW 37th St	Stephen Schmitz	Premier Portable Buildings
Single Family Detached	Shed	4/20/2023	\$1,600	23-2025-SHD	1506 NW Parkridge Pl	Tuff Shed	Tuff Shed
Single Family Detached	Shed	4/21/2023	\$960	23-2030-SHD	610 SW Walnut St	Roger Vasey	Roger Vasey
Single Family Detached	Shed	4/27/2023	\$1,600	23-2183-SHD	4313 NE Par View Ct	Tuff Shed	Tuff Shed
Single Family Detached	Shed	4/27/2023	\$3,600	23-2217-SHD	3312 NW 17th St	Adan Aguirre	Adan Aguirre
Single Family Detached	Shed	4/27/2023	\$2,880	23-2222-SHD	4204 SW Maple Ct	Tuff Shed	Tuff Shed
Single Family Detached	Shed	4/28/2023	\$7,280	23-2231-SHD	2605 SW 32nd St	Hagge Jill	Hagge Jill
Single Family Detached	Spa/Hot Tub	4/6/2023		23-1644-SPA	413 NW Applewood St	Jonathan Krauel	Jonathan Krauel
Single Family Detached	Spa/Hot Tub	4/25/2023		23-2151-SPA	4607 NW 2nd St	Mark DeJong	Mark DeJong
Single Family Detached	Swimming Pool	4/3/2023		23-1490-POOL	503 NE 53rd Ct	Juarez Excavating LLC	Juarez Excavating LLC
Single Family Detached	Swimming Pool	4/6/2023		23-1555-POOL	3120 NE 17th St	3 Sons Construction	3 Sons Construction
Single Family Detached	Swimming Pool	4/7/2023		23-1712-POOL	1307 NW Bayview Ct	Juarez Excavating LLC	Juarez Excavating LLC
Single Family Detached	Swimming Pool	4/10/2023		23-1740-POOL	1501 NE Michael Dr	Peter M Kenne	Eric Corrill
Single Family Attached	Swimming Pool	4/13/2023		23-1375-POOL	4504 NE Sienna Ct	Toy Box Construction	Backyard Paradise LLC
Single Family Detached	Swimming Pool	4/25/2023		23-2003-POOL	1707 NW Boulder Point Pl	R Jacobson Eric	R Jacobson Eric
Single Family Detached	Deck	4/3/2023	\$2,112	23-1572-DECK	3023 NW Reinhart Dr	DJ Doff	Des Moines Deck, LLC
Single Family Attached	Deck	4/4/2023	\$708	23-1574-DECK	2201 NW 43rd St	Isabell Innovations LLC	Isabell Innovations LLC
Single Family Detached	Deck	4/4/2023	\$3,312	23-1628-DECK	1628 NW 27th Ct	Four Seasons Solutions, LLC	Four Seasons Solutions, LLC
Single Family Detached	Deck	4/10/2023	\$720	23-1649-DECK	1142 NE 56th St	Benchmark Builders Iowa	Benchmark Builders Iowa LC
Single Family Detached	Deck	4/10/2023	\$2,400	23-1727-DECK	402 NE 5th St	David D Bill	David D Bill
Single Family Detached	Deck	4/11/2023	\$9,756	23-1425-DECK	619 NW Seasons Dr	Archadeck of Central Iowa	Archadeck Of Central Iowa
Single Family Detached	Deck	4/11/2023	\$6,816	23-1614-DECK	913 NE Canterbury Dr	Steve Crann	Renomads LLC
Single Family Detached	Deck	4/13/2023	\$684	23-1858-DECK	3217 NW 13th St	Cody Holck	Cody Holck
Single Family Detached	Deck	4/18/2023	\$2,484	23-1940-DECK	1305 NW 27th St	BG Home Improvements LLC	BG Home Improvements LLC
Single Family Detached	Deck	4/18/2023	\$5,328	23-1995-DECK	4101 NW 2nd Ct	White Jeffrey	White Construction
Single Family Detached	Deck	4/19/2023	\$864	23-2044-DECK	825 SE Summerbrook Ct	Nolan D Zobel	Nolan D Zobel
Single Family Detached	Deck	4/21/2023	\$2,988	23-2048-DECK	4211 NW Cedarwood Dr	Kham H Vang	Kham H Vang
Single Family Attached	Deck	4/21/2023	\$1,344	23-2095-DECK	214 SW Carriage Dr	William Schroeder	HoneyDO 2 HoneyDone
Single Family Attached	Deck	4/24/2023	\$1,020	23-2114-DECK	1103 NW 25th St	The HQ Handyman	The HQ Handyman
Single Family Detached	Deck	4/25/2023	\$1,728	23-2046-DECK	209 SW 15th St	Ricardo Emiliano Vilar	Ricardo Emiliano Vilar
Single Family Detached	Deck	4/27/2023	\$2,652	23-2235-DECK	727 SE 5th Ct	Deck & Drive Solutions	Deck & Drive Solutions
Single Family Detached	Deck	4/27/2023	\$2,904	23-2260-DECK	3224 NW Reinhart Dr	Christensen Tyler	Christensen Tyler
Single Family Detached	Fence/Wall	4/3/2023		23-1536-FNCE	2807 SW Pleasant St	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	4/3/2023		23-1571-FNCE	1617 NW College Ave	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	4/3/2023		23-1578-FNCE	503 NE 53rd Ct	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	4/5/2023		23-1646-FNCE	502 NW School St	Gary A Shaw	Gary A Shaw
Single Family Detached	Fence/Wall	4/5/2023		23-1656-FNCE	4110 NW Cedarwood Dr	Groepper Olivia	Affordable Fencing Inc
Single Family Detached	Fence/Wall	4/7/2023		23-1693-FNCE	4417 NE 45th Ct	American Fence Company	American Fence Co
Single Family Attached	Fence/Wall	4/7/2023		23-1694-FNCE	2810 NW 44th St	American Fence Company	American Fence Co

Single Family Detached	Fence/Wall	4/7/2023	23-1707-FNCE	3911 NW 11th Ct	Halcyon Fencing	Halcyon Fencing
Single Family Detached	Fence/Wall	4/7/2023	23-1713-FNCE	405 NW Cameo Ct	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	4/7/2023	23-1714-FNCE	3311 SW Cherry Ct	Terry Barrett	Spencer Elliott
Single Family Detached	Fence/Wall	4/10/2023	23-1700-FNCE	3211 NW 27th Cir	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	4/10/2023	23-1722-FNCE	3402 NW 17th St	Hines Construction	Hines Construction
Single Family Detached	Fence/Wall	4/10/2023	23-1737-FNCE	731 SE 5th Ct	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	4/10/2023	23-1738-FNCE	4309 NE Briarwood Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	4/10/2023	23-1739-FNCE	1211 NW 29th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	4/10/2023	23-1751-FNCE	5007 NW 5th St	Philips Corey	Philips Corey
Single Family Detached	Fence/Wall	4/11/2023	23-1487-FNCE	4322 NE 16th St	A1 Fence	A1 Fence
Single Family Detached	Fence/Wall	4/11/2023	23-1741-FNCE	229 NE 60th Ct	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	4/11/2023	23-1746-FNCE	1004 NW Rolling Rock Rd	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	4/11/2023	23-1750-FNCE	701 NE Keystone Dr	Klinefeldt Rian	Klinefeldt Rian
Single Family Detached	Fence/Wall	4/11/2023	23-1765-FNCE	910 NE Trilein Dr	Justin Edwards	Justin Edwards
Single Family Detached	Fence/Wall	4/11/2023	23-1768-FNCE	407 NE 51st Ct	Ortiz Custom Fencing	Ortiz Custom Fencing
Single Family Detached	Fence/Wall	4/11/2023	23-1776-FNCE	2006 NW Woodland Ct	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	4/11/2023	23-1784-FNCE	5904 NE Oak Dr	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	4/11/2023	23-1790-FNCE	2416 NW Beechwood St	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	4/13/2023	23-1801-FNCE	2818 NW Westwood Ct	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	4/13/2023	23-1808-FNCE	712 SW 3rd St	Happe Commercial	Happe Commercial
Single Family Detached	Fence/Wall	4/13/2023	23-1836-FNCE	4718 NW 10th St	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	4/13/2023	23-1847-FNCE	1002 NE 59th Ct	Angie Coyier	Angie Coyier
Single Family Detached	Fence/Wall	4/13/2023	23-1850-FNCE	3506 NW 28th St	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	4/13/2023	23-1864-FNCE	307 SW Driftwood Dr	GQ Fence Specialists, LLC	Garry Buckner
Single Family Detached	Fence/Wall	4/17/2023	23-1862-FNCE	3106 NW Westwood St	Ramona Higgins	Midwest Fence & Gate
Single Family Detached	Fence/Wall	4/17/2023	23-1948-FNCE	510 SW Walnut St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	4/18/2023	23-1874-FNCE	5204 NW 13th St	Grace Patrick	Absolute Fence LLC
Single Family Detached	Fence/Wall	4/18/2023	23-1996-FNCE	5505 NW 17th St	Jessica Wycoff	Jessica Wycoff
Single Family Detached	Fence/Wall	4/18/2023	23-1997-FNCE	1511 NW Seasons Dr	Peter Lelonek	Peter Lelonek
Single Family Detached	Fence/Wall	4/18/2023	23-2002-FNCE	1302 SE Bel-Aire Rd	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	4/19/2023	23-2037-FNCE	1734 SW Franklin Dr	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	4/20/2023	23-2051-FNCE	1217 NW Reinhart Dr	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	4/20/2023	23-2072-FNCE	3611 NE 11th St	Bos Fencing	Bos Fencing
Single Family Attached	Fence/Wall	4/21/2023	23-2085-FNCE	4309 NW Sharmin Dr	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	4/21/2023	23-2107-FNCE	1710 NW Reinhart Dr	Boston Brandon	Boston Brandon
Single Family Detached	Fence/Wall	4/22/2023	23-2079-FNCE	1615 SW Westview Dr	Clanton Creek Fence	Clanton Creek Fence
Single Family Detached	Fence/Wall	4/24/2023	23-2115-FNCE	809 SE Kensington Rd	American Fence Company	American Fence Co
Single Family Attached	Fence/Wall	4/24/2023	23-2084-FNCE	4319 NW Arlan Dr	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	4/24/2023	23-2135-FNCE	3109 NW 27th Cir	Affordable Fencing Inc	Affordable Fencing Inc
Single Family Detached	Fence/Wall	4/25/2023	23-1515-FNCE	508 SW Prairie Trail Pkwy	Dylan Courtney	Dylan Courtney
Single Family Detached	Fence/Wall	4/25/2023	23-2165-FNCE	612 NE Deerfield Dr	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	4/25/2023	23-2166-FNCE	2712 NW 21st St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	4/26/2023	23-2105-FNCE	3615 NW Trestle Point Dr	Halcyon Fencing	Halcyon Fencing
Single Family Detached	Fence/Wall	4/26/2023	23-2182-FNCE	916 NE Meadow Landing Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	4/26/2023	23-2209-FNCE	1405 NW Driftwood Dr	Stallworth Tina	Stallworth Tina
Single Family Detached	Fence/Wall	4/26/2023	23-2216-FNCE	2804 NW Beechwood St	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	4/27/2023	23-2238-FNCE	1606 NW Linwood Dr	Clinton Leighty	Clinton Leighty
Single Family Detached	Fence/Wall	4/27/2023	23-2242-FNCE	2605 NW 21st St	Huber Fencing	Huber Fencing

Single Family Detached	Fence/Wall	4/27/2023	23-2252-FNCE	621 SE 3rd St	Black Taylor	Black Taylor
Single Family Detached	Fence/Wall	4/28/2023	23-1762-FNCE	3222 NW 29th St	Roeding Matt	Dean Friesen
Multi-Family	Fence/Wall	4/28/2023	23-2275-FNCE	301 NE Trilein Dr	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	4/28/2023	23-2278-FNCE	2517 SW 23rd St	Abram Hunter Nicholas	Abram Hunter Nicholas
Retail	Sign	4/7/2023	\$630 23-1662-SIGNP	405 SE Magazine Rd Ste 108	Signarama Urbandale	Signarama Urbandale
Retail	Sign	4/10/2023	\$2,300 23-0745-SIGNP	1345 SW Park Square Dr Ste 102	Signarama Urbandale	Signarama Urbandale
Retail	Sign	4/10/2023	\$5,400 23-0744-SIGNP	1345 SW Park Square Dr Ste 102	Signarama Urbandale	Signarama Urbandale
Retail	Sign	4/10/2023	\$6,713 23-1510-SIGNP	810 S Ankeny Blvd	Signarama - Ankeny	Signarama - Ankeny
Office	Sign	4/12/2023	\$1,332 23-1577-SIGNP	1201 SW State St	Nagle/Eagle Sign Co	Nagle/Eagle Sign Co
Office	Sign	4/12/2023	\$4,952 23-1580-SIGNP	1201 SW State St	Nagle/Eagle Sign Co	Nagle/Eagle Sign Co
Office	Sign	4/17/2023	\$964 23-1476-SIGNP	1200 SW State St Ste A	Lisa Hanrahan	Iowa Sign Company
Retail	Sign	4/19/2023	\$591 23-1607-SIGNP	1325 SW Ordinance Rd Ste A	Nagle/Eagle Sign Co	Nagle/Eagle Sign Co
Retail	Sign	4/19/2023	\$150 23-1608-SIGNP	1325 SW Ordinance Rd Ste A	Nagle/Eagle Sign Co	Nagle/Eagle Sign Co
Hotel/Motel	Sign	4/20/2023	\$20,000 23-0618-SIGNP	2602 SE Hulsizer Rd	Gary Mills	Signs-N-More
Retail	Temporary Sign	4/5/2023	23-1455-SIGNT	320 S Ankeny Blvd	Samuel Adjartey	Samuel Adjartey
Church	Temporary Sign	4/10/2023	23-1474-SIGNT	825 NW 36th St	Prairie Ridge Church	Prairie Ridge Church
Retail	Temporary Sign	4/18/2023	23-1986-SIGNT	1510 S Ankeny Blvd Ste 102	Cam Thai	Cam Thai
Retail	Temporary Sign	4/20/2023	23-1976-SIGNT	714 S Ankeny Blvd	David Kopf	David Kopf
Retail	Temporary Sign	4/24/2023	23-2137-SIGNT	4625 SE Delaware Ave	Sams Real Estate, TNT Fireworks	Sams Real Estate, TNT Fireworks
Retail	Canopy/Tent	4/26/2023	23-2208-TENT	4625 SE Delaware Ave	TNT Fireworks	TNT Fireworks
Retail	Canopy/Tent	4/18/2023	23-1981-TENT	714 S Ankeny Blvd	David Kopf	David Kopf
Retail	Canopy/Tent	4/20/2023	23-2039-TENT	410 N Ankeny Blvd	Deb Carlson	Matt May
Single Family Detached	Drive Approach	4/4/2023	23-1612-RSTRM	406 SW Westlawn Dr	Juan J Perez	EBN Construction LLC
Single Family Detached	Drive Approach	4/12/2023	23-1736-RSTRM	3807 NW Elm St	Nicholas W White	JCV Construction, Inc
Single Family Detached	Drive Approach	4/12/2023	23-1820-RSTRM	913 NW Cedarwood Dr	Ebenezer Concrete	Ebenezer Concrete
Single Family Detached	Drive Approach	4/12/2023	23-1821-RSTRM	1914 NW School St	Ebenezer Concrete	Ebenezer Concrete
Single Family Detached	Drive Approach	4/17/2023	23-1941-RSTRM	510 SE 3rd St	Gardner Doug	Gardner Doug
Single Family Attached	Sidewalk	4/5/2023	23-1634-RSWRP	3334 NW Coral Ln	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	Sidewalk	4/7/2023	23-1715-RSWRP	1113 SE Bel-Aire Rd	Craig Northouse	Craig Northouse
Single Family Detached	Sidewalk	4/11/2023	23-1782-RSWRP	321 NE 7th St	Solis Jose	Solis Jose
Single Family Detached	Sidewalk	4/17/2023	23-1977-RSWRP	1210 NW Wagner Blvd	Royal Contractors	Royal Contractors



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Utility Billing Report

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

Month	Customers Billed	Billed Consumption (Gallons)	Water Billings	Revenue / 1000 Gal	Water Svc . Avail.	# W.A. Chg.	Tax	Misc. Charges	Sewer Billings	Sewer Svc. Avail.	# S.A. Chg.	Storm Water Billings	Total Monthly Billings
July	27,941	282,629,564	\$ 1,643,529	\$ 5.82	\$ 293,110	26,210	\$ 137,153	\$ 14,597	\$ 891,513	\$ 525,616	25,704	\$ 279,611	\$ 3,647,976
August	28,146	324,852,366	\$ 1,940,308	\$ 5.97	\$ 294,156	26,286	\$ 155,166	\$ 14,636	\$ 921,948	\$ 527,071	25,775	\$ 280,368	\$ 3,978,488
September	28,231	267,915,821	\$ 1,727,369	\$ 6.45	\$ 295,410	26,395	\$ 142,572	\$ 14,690	\$ 906,964	\$ 529,080	25,878	\$ 281,083	\$ 3,754,596
October	28,287	197,020,536	\$ 1,254,721	\$ 6.37	\$ 296,150	26,481	\$ 114,336	\$ 14,744	\$ 850,795	\$ 530,863	25,972	\$ 282,240	\$ 3,229,513
November	28,193	146,619,139	\$ 891,751	\$ 6.08	\$ 295,120	26,496	\$ 94,470	\$ 14,773	\$ 836,322	\$ 531,823	26,023	\$ 283,043	\$ 2,852,831
December	28,183	128,100,591	\$ 794,335	\$ 6.20	\$ 294,550	26,514	\$ 87,101	\$ 14,801	\$ 797,343	\$ 532,677	26,071	\$ 284,866	\$ 2,718,571
January	28,117	128,579,104	\$ 798,248	\$ 6.21	\$ 295,282	26,567	\$ 87,217	\$ 14,830	\$ 803,962	\$ 533,659	26,121	\$ 285,298	\$ 2,731,278
February	28,210	128,397,185	\$ 793,583	\$ 6.18	\$ 295,964	26,624	\$ 88,165	\$ 14,861	\$ 805,056	\$ 534,973	26,177	\$ 285,821	\$ 2,730,258
March	28,340	123,783,166	\$ 770,952	\$ 6.23	\$ 296,348	26,653	\$ 86,479	\$ 14,878	\$ 773,318	\$ 535,718	26,208	\$ 286,033	\$ 2,677,247
April	28,594	134,398,206	\$ 906,884	\$ 6.75	\$ 309,753	26,795	\$ 94,734	\$ 14,955	\$ 735,278	\$ 538,237	26,345	\$ 286,962	\$ 2,792,069
May													\$ -
June													\$ -
FY Total	282,242	1,862,295,678	\$ 11,521,680	\$ 62.26	\$ 2,965,843	265,021	\$ 1,087,393	\$ 147,766	\$ 8,322,499	\$ 5,319,717	260,274	\$ 2,835,323	\$ 31,112,827
FY 23 Average	28,224	186,229,568	\$ 1,152,168	\$ 6.23	\$ 296,584	26,502	\$ 108,739	\$ 14,777	\$ 832,250	\$ 531,972	26,027	\$ 283,532	\$ 2,592,736
FY 22 Average	27,012	173,720,262	\$ 1,039,721	\$ 5.96	\$ 279,636	25,615	\$ 100,602	\$ 14,280	\$ 839,667	\$ 531,081	25,155	\$ 270,547	\$ 2,974,932
FY 21 Average	25,514	175,191,103	\$ 1,004,651	\$ 5.65	\$ 261,517	24,564	\$ 97,325	\$ 13,675	\$ 893,718	\$ 543,516	24,102	\$ 255,531	\$ 2,972,609
FY 20 Average	24,069	148,457,846	\$ 790,912	\$ 5.23	\$ 248,219	23,477	\$ 81,443	\$ 13,067	\$ 790,209	\$ 519,384	23,018	\$ 198,220	\$ 2,560,012
FY 19 Average	23,157	141,721,265	\$ 703,451	\$ 4.89	\$ 239,513	22,642	\$ 76,042	\$ 12,604	\$ 765,640	\$ 500,957	22,194	\$ 191,607	\$ 2,413,772
FY 18 Average	22,199	148,299,683	\$ 717,639	\$ 4.75	\$ 229,309	21,696	\$ 74,396	\$ 12,079	\$ 732,055	\$ 479,581	21,257	\$ 168,141	\$ 2,338,804
FY 17 Average	21,118	130,754,905	\$ 573,655	\$ 4.34	\$ 203,156	20,629	\$ 63,715	\$ 11,495	\$ 715,618	\$ 454,144	20,208	\$ 160,807	\$ 2,118,875
FY 16 Average	20,144	122,786,371	\$ 498,547	\$ 4.03	\$ 181,657	19,695	\$ 57,931	\$ 10,977	\$ 700,667	\$ 432,333	19,276	\$ 154,242	\$ 1,978,423
FY 15 Average	19,002	114,382,217	\$ 448,375	\$ 3.89	\$ 165,892	18,592	\$ 52,152	\$ 9,481	\$ 621,465	\$ 381,931	18,171	\$ 146,989	\$ 1,774,134
FY 14 Average	18,188	130,473,575	\$ 524,615	\$ 3.93	\$ 157,676	17,824	\$ 54,495	\$ 9,082	\$ 575,219	\$ 347,744	17,409	\$ 141,544	\$ 1,755,881
FY 13 Average	17,461	127,259,667	\$ 498,872	\$ 3.84	\$ 147,519	17,146	\$ 49,939	\$ 8,749	\$ 516,957	\$ 308,223	16,745	\$ 96,329	\$ 1,576,649
FY 12 Average	16,898	119,790,894	\$ 443,102	\$ 3.64	\$ 135,767	16,620	\$ 44,904	\$ 8,477	\$ 459,863	\$ 271,187	16,213	\$ 93,307	\$ 1,411,702
FY 11 Average	16,415	105,824,267	\$ 343,916	\$ 3.24	\$ 118,519	16,175	\$ 36,560	\$ 7,621	\$ 427,041	\$ 247,677	15,724	\$ 90,746	\$ 1,235,520
FY 10 Average	15,932	109,564,150	\$ 325,559	\$ 2.94	\$ 104,065	15,673	\$ 32,792	\$ 7,243	\$ 375,098	\$ 210,202	15,216	\$ 88,351	\$ 1,110,519
FY 09 Average	15,325	109,776,358	\$ 316,943	\$ 2.84	\$ 96,801	15,261	\$ 30,993	\$ 7,060	\$ 350,002	\$ 195,507	14,806	\$ -	\$ 966,313
FY 08 Average	14,934	112,497,657	\$ 326,578	\$ 2.86	\$ 90,607	14,742	\$ 28,423	\$ 12,328	\$ 309,562	\$ 163,141	14,274	\$ -	\$ 930,639
FY 07 Average	14,345	111,387,042	\$ 310,964	\$ 2.74	\$ 83,528	14,099	\$ 26,133	\$ 10,755	\$ 257,067	\$ 137,350	13,634	\$ -	\$ 825,795
FY 06 Average	13,420	108,202,296	\$ 291,748	\$ 2.66	\$ 73,332	13,109	\$ 23,924	\$ 9,694	\$ 233,797	\$ 109,441	12,668	\$ -	\$ 741,937
FY 05 Average	12,259	99,314,970	\$ 220,166	\$ 2.24	\$ 63,148	14,096	\$ 18,767	\$ 7,304	\$ 209,495	\$ 80,757	13,687	\$ -	\$ 599,637
FY 04 Average	11,160	106,031,112	\$ 223,285	\$ 2.10	\$ 57,886	13,782	\$ 17,891	\$ 4,312	\$ 189,435	\$ 70,582	13,393	\$ -	\$ 563,392
FY 03 Average	10,241	90,622,843	\$ 190,558	\$ 2.09	\$ 54,239	12,914	\$ 15,965	\$ 2,836	\$ 179,169	\$ 66,118	12,546	\$ -	\$ 508,886
FY 02 Average	9,538	86,506,417	\$ 179,109	\$ 2.06	\$ 51,377	12,233	\$ 15,237	\$ 2,865	\$ 175,727	\$ 62,666	11,891	\$ -	\$ 486,982
FY 01 Average	8,968	75,203,817	\$ 161,137	\$ 2.13	\$ 49,015	11,670	\$ 14,113	\$ 2,386	\$ 169,540	\$ 59,883	11,363	\$ -	\$ 456,075
FY 00 Average	8,943	76,589,060	\$ 161,036	\$ 2.10	\$ 46,920	11,171	\$ 11,686	\$ 2,411	\$ 163,674	\$ 57,273	10,868	\$ -	\$ 442,999
FY 99 Average	8,402	66,329,874	\$ 137,536	\$ 2.07	\$ 44,676	10,637	\$ 10,510	\$ 2,168	\$ 156,069	\$ 55,530	10,537	\$ -	\$ 406,489
FY 98 Average	8,014	63,130,217	\$ 135,586	\$ 2.15	\$ 42,754	10,180	\$ 10,520	\$ 2,445	\$ 153,575	\$ 52,226	9,910	\$ -	\$ 396,835
FY 97 Average	7,631	62,277,745	\$ 130,853	\$ 2.10	\$ 41,003	9,763	\$ 9,892	\$ 2,373	\$ 146,976	\$ 50,743	9,629	\$ -	\$ 381,841



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #5 increasing the contract amount by \$3,300.00 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction - I-35 to NE Four Mile Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #5

CHANGE ORDER FORM



Project Title: NE 36th Street Reconstruction- I-35 to NE Four Mile Drive
Contractor: Absolute Concrete Construction Inc.
Address: 1000 West 6th Avenue Slater, IA 50244
Finance Budget Code: 896.3896.4451 **Finance Project #** 896.4451
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: April 14, 2022 **Vendor #** 4997

Change Order Number: 5

Change Order Date: May 15, 2023

Purpose of Change Order:

The purpose of this change order is to pay for additional traffic control and detour signing that was necessary for the detour change.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	(EWO) Traffic Control	EA	1.00	\$ 3,300.00	\$ 3,300.00
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 5 makes the following adjustments to the contract: **\$ 3,300.00**

Contractor Accepted: Absolute Concrete Construction Inc.

Signature: [Signature] Firm Name: Absolute Concrete Construction Inc.
 Date: 5/2/2023

Engineer Approved: HR Green, Inc.

Signature: [Signature] Firm Name: HR Green, Inc.
 Date: 5/3/2023

Owner Accepted: City of Ankeny

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 5,069,501.00
1	August 1, 2022	\$ 16,489.00
2	October 3, 2022	\$ 4,468.75
3	November 7, 2022	\$ 305,180.70
4	January 17, 2023	\$ 40,597.58
5	May 15, 2023	\$ 3,300.00
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 5,439,537.03**



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #5 increasing the contract amount by \$9,657.00 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #5



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

Change Order Number: 5

Change Order Date: May 15, 2023

Purpose of Change Order:

Additional work and working days added to the contract for the following:

- 3 working days for removal and replacement of 11 roadway panels on NW 36th Street
- 3 working days for regrading and ST-28 adjustments for NW 36th Street right turn lane at Ankeny Blvd

Details of Change Order:

ITEM #	DIV.	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
		ST-28 Modification and Grading	LS	1	\$ 9,657.00	\$ 9,657.00
		Add six (6) working days to the Contract	NA			

Change Order Number 5 makes the following adjustments to the contract: \$ 9,657.00

Contractor Accepted: Absolute Concrete Construction, Inc.

By:

Date:

Engineer Approved: Snyder & Associates, Inc.

By:

Date:

Owner Accepted: City of Ankeny

By:

Title: Mayor

Date:

Attest for Owner:

By:

Title: City Clerk

Date:

Record of Change Orders

#	Date	Amount
Original Contract amount		\$ 3,996,224.75
1	September 19, 2022	\$ 12,964.80
2	October 17, 2022	\$ 2,220.00
3	December 19, 2022	\$ 9,940.48
4	April 17, 2023	\$ 16,956.00
5	May 15, 2023	\$ 9,657.00
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
Revised Contract amount		\$ 4,047,963.03



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by \$4,400.00 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
 Change Order #1

CHANGE ORDER FORM



Project Title: NE Delaware Avenue Reconstruction - NE 5th Street to Fournile 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 # 5340
Original Contract Date: January 3, 2023
Vendor #

Change Order Number: 1

Change Order Date: May 15, 2023

Purpose of Change Order:

- 17- Relocation of Mail Boxes. The Contractor needs to remove and replace an extra mailbox for construction work.
- 105- Traffic Control. Additional stop signs needed at the intersection of 18th Street and Delaware while stop lights are turned to a red flash.
- 111- Water Service Curb Stop and Box, PVC, 1 inch. The existing water service around STA. 1038+75.00 was assumed to be 1 inch. Needs to be replaced with a 2 inch water service instead.
- 116- Valve Box Extension. The existing water main around STA. 1038+80.00 was lower than assumed. Valve Box Extension added to tie into existing water main.
- 146- Water Service Curb Stop and Box, PVC, 2 inch. The existing water service around STA. 1038+75.00 was assumed to be 1 inch. Needs to be replaced with a 2 inch water service instead.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE DIV.1	QUANTITY CHANGE DIV.2	QUANTITY CHANGE DIV.3	UNIT PRICE	EXTENDED PRICE DIV. 1	EXTENDED PRICE DIV. 2	EXTENDED PRICE DIV.3
17	Relocation of Mail Boxes	EA	1			\$ 590.00	\$ 590.00	\$ -	\$ -
105	Traffic Control	LS	0.0168667			\$ 99,000.00	\$ 1,650.00	\$ -	\$ -
111	Water Service Curb Stop and Box, PVC, 1 inch	EA			-1	\$ 3,700.00	\$ -	\$ -	\$ (3,700.00)
115	Valve Box Extension	EA			1	\$ 660.00	\$ -	\$ -	\$ 660.00
146	Water Service Curb Stop and Box, Polyethylene, 2 inch	EA			1	\$ 5,200.00	\$ -	\$ -	\$ 5,200.00
							\$ 2,240.00	\$ -	\$ 2,160.00

Change Order Number: 1 makes the following adjustments to the Contract:

Contractor Accepted: Elder Corporation

Signature: _____ Date: 05/05/23

Signature: _____

Date: _____

Engineer Approved:

Snyder & Associates, Inc.

Signature: _____

Date: 05/05/23

Owner Accepted:

City of Ankeny

Signature: _____

Title: Mayor

Signature: _____

Date: _____

Attest for Owner:

Signature: _____

Title: City Clerk

Date: _____

Record of Change Orders

#	Date	Amount
1	Original Contract Amount	\$ 9,993,000.00
2	May 15, 2023	\$ 4,400.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount

\$ 9,997,400.00



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by \$550.00 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #1

CHANGE ORDER FORM



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

Change Order Number: 1

Change Order Date: May 15, 2023

Purpose of Change Order:

12.01 - One temporary wayfinding sign was added to the project to direct customers to the Coachlight Clinic. No additional time is added to the contract.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
12.01	TEMPORARY WAYFINDING SIGN (COACHLIGHT CLINIC)	EA	1.00	\$ 550.00	\$ 550.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the Contract: **\$ 550.00**

Contractor Accepted: Elder Corporation

Firm Name: Wade Harris, P.E.
 Signature: Wade Harris, P.E. Date: 05/01/23

Engineer Approved: McClure Engineering Company

Firm Name: McClure Engineering Company
 Signature: [Signature] Date: 05/01/23

Owner Accepted: City of Ankeny

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
	Original Contract Amount	\$ 4,355,000.00
1	May 15, 2023	\$ 550.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 4,355,550.00**



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by \$7,639.00 to Shekar Engineering, P.L.C, for construction services on the 2023 Pedestrian Ramp Improvements Program - Fountain View project.

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: 2023 Pedestrian Ramp Improvements Program - Fountain View
Contractor: Shekar Engineering, P.L.C
Address: 2600 MLK Jr. Pkwy, #200, Des Moines, IA 50310
Finance Budget Code: 936.2936.4459 **Finance Project #:** 936.4459
Vendor Project #: N/A **Purchase Order #:** N/A
Original Contract Date: March 6, 2023 **Vendor Account #:** 8519

Date of Council Meeting: May 15, 2023 **Change Order #:** 1

Purpose of Change Order:

Item #1 - Contractor was directed to cast-in-place the SW-506 intake at the SE corner of NE Lake View Drive and NE Keystone Drive adjacent to the newly proposed pedestrian ramp crossing.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Intake, SW-506, 6'-0" X 6'-8", Cast-in-place	EA	1.00	\$ 7,639.00	\$ 7,639.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Change Order #: 1 makes the following adjustments to the Contract:					\$ 7,639.00

Contractor Accepted: Shekar Engineering, P.L.C

Record of Change Orders:

Digitally signed by Matthew Sundberg, PE
 DN: C=US, E=msund@shekar.us, O=Shekar Engineering, PLC,
 OU=Senior Manager, CN=Matthew Sundberg, PE
 Reason: I am approving this document
 Date: 2023.05.02 08:45:59-05'00'
 Signature: _____ Date: May 2, 2023

Original Contract Amount		\$ 177,141.61
#	Change Order Date	Amount
1	May 15, 2023	\$ 7,639.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Engineer Approved: *City of Ankeny*
 Signature: *Matthew Sundberg* Date: 5/2/2023
 Firm Name: _____

Owner Accepted: City of Ankeny

Signature: _____ Title: Mayor
 Date: May 15, 2023

Attest for Owner:
 Signature: _____ Title: City Clerk
 Date: May 15, 2023

Revised Contract Amount \$ 184,780.61



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment #2 to the Professional Services Agreement increasing the contract amount by \$457,313.00 with HR Green, Inc. for additional design and construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.

EXECUTIVE SUMMARY:

HR Green, Inc. has completed the design of the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project. The Public Works Department proposes to continue using HR Green, Inc. for the construction engineering services during construction of the project.

The duration of construction is two (2) years.

This includes review of the contractor's material submittals, survey and staking of the improvements, weekly progress meetings throughout the project, material testing, preparation of weekly reports of progress, preparation of monthly invoices on behalf of the contractor, daily observation of construction and preparation of as-builts at the conclusion of construction.

The scope of the construction engineering services and the corresponding fees are shown in the attached Amendment No. 2 to the Professional Services Agreement. A copy of the original Professional Services Agreement and Amendment #1 are also attached for reference.

The fee for the construction engineering services is \$457,313.00. The original Professional Services Agreement for design engineering services was \$355,700.00, and Amendment #1 was \$16,500.00. Adding Amendment No. 2 to the Professional Services Agreement increases the total contract amount to \$829,513.00

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with HR Green, Inc in the amount of \$457,313.00 for the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.

FISCAL IMPACT: No

The construction engineering services for the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project are included in the City's current Capital Improvement Program for 2023 and 2024.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$457,313.00 with 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.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 7, 2022: City Council approved the Professional Services Agreement with HR Green, Inc. for design engineering and bidding phase services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.

July 5, 2022: City Council approved the Professional Services Agreement with HR Green, Inc. for additional design engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment #2
 Amendment #1
 Professional Services Agreement



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

THIS AMENDMENT, made this 15th day of May 2023 by and between, the City of Ankeny (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

**Oralabor Gateway Trail SW State Street Grade Separated Crossing
and
SW Oralabor Road and SW State Street Safety Improvements**

hereby amends the original Professional Services Agreement (AGREEMENT) dated February 7, 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 11.0 – Construction Phase Services

2.11 Phase 11.0 – Construction Phase Services

Following CLIENT's award of the Oralabor Gateway Trail, SW State Street Underpass, SW Oralabor Road and SW State Street Intersection Improvements contract to the Contractor, COMPANY shall proceed with Construction Phase Services. Construction Phase Services are based on a construction duration of two hundred twenty (220) working days.

2.11.1 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. This task also includes the effort to coordinate and meet with the City and other project stakeholders and for internal team meetings to coordinate project schedule, budget and level of effort on an as-needed basis.

2.11.2 Pre-construction and Progress Meetings

Conduct one (1) pre-construction meeting after the award of the construction contract for CLIENT'S Contractor, subcontractors, Iowa DOT, utility companies, and other interested parties. Conduct one (1) pre-construction meeting prior to the start of construction in 2024 for CLIENT'S Contractor, subcontractors, utility companies, and other interested parties. COMPANY's Resident Observer and Construction Manager, shall attend up to forty-four (44) weekly progress meetings. Progress meetings will be held at the project site.

2.11.3 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.

The COMPANY anticipates shop drawing or material submittals for the Oralabor Gateway Trail, SW Oralabor Road & SW State Street Intersection Improvement portion of the project to include the following: storm sewer structures, traffic signal equipment, sidewalk detectable warning panels, 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.

The COMPANY anticipates shop drawing or material submittals for the SW State Street Underpass and Retaining Wall portion of the project to include the following:

- Structural Concrete
- Reinforcing Steel
- Ornamental Metal Railing (4'-0" Height)
- Temporary Shoring
- Tunnel Barrel and Wall Rustication Treatment
- Structural Concrete Coating
- Anti-Graffiti Coating

The effort estimated for the submittal review task is based on the following assumptions:

- The shop drawing review process will occur electronically via the Doc Express platform. Neither paper copies, nor emailed PDF files, will be distributed separately.
- Each shop drawing submittal assumes the initial review will be returned with a request for revision and resubmittal. Therefore, each submittal will require a 2nd review to verify changes. The 2nd round of review will be returned with minimal comments and not require a third round of reviews.
- The COMPANY'S review of submittals will not require, or include any structural analysis.
- The COMPANY will set-up and maintain a spreadsheet to track all Shop Drawing and RFI submittals by the contractor.

2.11.4 Resident Observation

Resident Observation is based on established personnel hours during the two hundred twenty (220) working days to reach substantial completion.

Personnel-hours to reach substantial completion are as follows:

- Four (4) personnel hours per day for forty-five (45) working days
- Eight (8) personnel hours per day for one hundred seventy-five (175) 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 1,580 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.

2.11.5 Payment Applications

Determine the amounts owed to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Twelve (12) 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.

2.11.6 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 **2.11.6 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.

2.11.7 Clarifications and Change Orders

COMPANY will issue interpretations and clarifications of the contract documents in response to Contractors Request for Information (RFI's), and in connection therewith, prepare change orders, when necessary. The COMPANY will provide a written response to RFI's via email. This Scope of Services includes up to eight (8) change orders.

The effort estimated for the review and response to RFI's is based on the following assumptions:

- The COMPANY will not be required to prepare formal plan revisions to the final design drawings.
Note: if requested, and authorized by Supplemental Agreement or Amendment, the COMPANY can provide this service.
- The COMPANY's review of RFI's will not require, or include any structural analysis.



Note: if requested, and authorized by Supplemental Agreement or Amendment, the COMPANY can provide this service.

- The effort for this task is estimated at 44 hours, which assumes the following breakdown:
 - 8 RFI's for the Underpass and Retaining Wall portion of the project and an average of 3 hours / RFI for a total of 24 hours.
 - 10 RFI's for the Oralabor Gateway Trail, SW Oralabor Road, SW State Street Intersection Improvement portion of the project and an average of 2 hours / RFI for a total of 20 hours.

2.11.8 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 multiple 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.

2.11.9 Final Closeout

COMPANY will conduct four (4) walk-through inspections with CLIENT and the Iowa Department of Transportation. The first and third inspection will be conducted to develop a punch list at the end of each year (Site), the second and forth to determine if the punch list and project is complete. With input from CLIENT and Iowa Department of Transportation, COMPANY will prepare a project completion punch-list for the Contractor. COMPANY will follow guidelines established by the Iowa DOT Office of Local Systems IM 6.110 in order to recommend, in writing, final payment to the Contractor and will give written notice to CLIENT and the Contractor that the work is acceptable.

COMPANY will complete applicable documentation as required by Iowa DOT and coordinate a final project audit with Iowa DOT staff.

COMPANY will assist CLIENT in preparation of Iowa DOT funding reimbursement requests. These will be prepared by COMPANY and reviewed by CLIENT prior to submittal to the Iowa DOT for approval.

2.11.10 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, compressive strength testing for Portland Cement Concrete (PCC) mixes used for paving on the project. Five (5) 4" x 8" cylinders will be prepared by the COMPANY per pour. Breaks will be completed at three (3) days, seven (7) days, and twenty-eight (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).

Flexural strength beams will also be prepared by the COMPANY and tested for RCB and wall fascia concrete. Three (3) 6" x 6"x 20" beams will be prepared per pour. Breaks will be completed at seven (7) days and 28 days.



2.11.11 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. NILLES will prepare monument preservation certificates and record with the County Recorder's office. Copies of the certificates will be provided to CLIENT

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

Reinforced Concrete Box Culvert

- Stake the location of the box culvert, wing walls, and related appurtenances

Traffic Signals

- Stake the desired location of traffic signal poles, new pedestrian pushbutton poles, and associated handholes.

Miscellaneous

- Removals
- Permanent Signing
- Lighting

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.

2.11.13 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 storm sewer structures, water main appurtenances, tunnel, walls, traffic signal and pedestrian pushbutton poles, traffic signal and fiber optic handholes and cabinets, signposts, 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.



2.11.14 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, tunnel, walls, 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).

2.12 Phase 12.0 – Construction Phase Services – Fiber Optic Relocation Project

Following CLIENT's award of the City let SW State Street Fiber Optic Relocation – SW Oralabor Road to SW Prairie Trail Parkway Project (Fiber Optic Relocation Project) contract to the Contractor, COMPANY shall proceed with Construction Phase Services. Construction Phase Services are based on a construction duration through November 30, 2023.

2.12.1 Project Management – Fiber Optic Relocation Project

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.

2.12.2 Pre-construction and Progress Meetings – Fiber Optic Relocation Project

Pre-Construction meeting was held on February 15th, 2023 with CLIENT and Contractor. Meeting hours were covered from left over hours from Fiber Optic Relocation Design Project. It is anticipated that the Fiber Optic Relocation Design Project will be closed out once this agreement is in effect. COMPANY's Project Manager and Construction Manager attended Pre-Construction Meeting. Up to five (5) progress meetings are included in this scope to be schedule as determined necessary during construction. Progress meetings will be held at the project site.

2.12.3 Contractor Submittal Review – Fiber Optic Relocation Project

Review shop drawings, material submittals, samples, and other data, which the Contractor is required to submit, but only for conformance with design intent of the project plans and conformance with the Contract Documents. COMPANY anticipates shop drawing or material submittals for traffic signal and fiber optic cable equipment. COMPANY will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.

2.12.4 Resident Observation – Fiber Optic Relocation Project

Daily Resident Observation is not anticipated or included as part of this Scope of Services for the purposes of the Fiber Optic Relocation Project. Rather intermittent observation site visits are anticipated by the Construction Project Manager. It is anticipated that intermittent observation site visits will be made at various points of construction. 16 hours of intermittent observation time is included within this Scope of Services. The Fiber Optic Relocation Design Project – Project Manager will make visits per Task 2.12.6.

2.12.5 Payment Applications – Fiber Optic Relocation Project

Determine the amounts owed to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Four (4) Contractor payment applications are included in this Scope of Services for the purposes of the Fiber Optic Relocation Project. In the case of unit price work,



COMPANY'S recommendation of payment will include final determinations of the quantities and classifications of such work.

2.12.6 Engineer Site Visits – Fiber Optic Relocation Project

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. 16 hours is included within this Scope of Services.

The primary purpose of ***2.12.6 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.

2.12.7 Clarifications and Change Orders – Fiber Optic Relocation Project

COMPANY will issue interpretations and clarifications of the contract documents, and in connection therewith, prepare change orders. This Scope of Services includes up to two (2) change orders in addition to the planned change orders described below:

- None anticipated at this time

2.12.8 Utility Coordination – Fiber Optic Relocation Project

COMPANY will coordinate, as required, with affected private franchise utility companies in advance of, and during, construction to help verify any potential field conflicts with existing facilities. No conflicts are anticipated at this time, though multiple facilities are in close proximity to proposed construction which may reveal conflicts during construction. COMPANY will determine if potential conflicts are revealed and recommend a course of action. COMPANY will coordinate with Northern Natural Gas concerning their existing line across SW State Street, north of SW Plaza Parkway.

2.12.9 Final Closeout – Fiber Optic Relocation Project

COMPANY will conduct two (2) walk-through inspections with CLIENT. The first inspection will be conducted to develop a punch list, the second to determine if the punch list and project is complete. With input from CLIENT, COMPANY will prepare a project completion punch-list for the Contractor. COMPANY will follow guidelines established by CLIENT in order to recommend, in writing, final



payment to the Contractor and will give written notice to CLIENT and the Contractor that the work is acceptable.

2.12.10 Material Testing – Fiber Optic Relocation Project

COMPANY will partner with a subconsultant, Terracon Consultants, Inc. (hereafter "TERRACON"), to perform compressive strength testing for Portland Cement Concrete (PCC) mixes used for traffic signal cabinet footing. Two (2) 4" x 8" cylinders will be prepared. Breaks will be completed at seven 7 days and 28 days. This Scope of Services includes up to 1 concrete pavement pours (2 cylinders) for purposes of the Fiber Optic Relocation Project. COMPANY will assist CLIENT with review of fiber optic cable OTDR test results provided by the Contractor.

2.12.11 Right-of-Way Survey – Fiber Optic Relocation Project

Not required for Fiber Optic Relocation Project.

2.12.12 Construction Survey – Fiber Optic Relocation Project

COMPANY will stake location of traffic signal cabinet footing and handholes as part of the Fiber Optic Relocation Design Project, elevations will be provided.

2.12.13 As-Built Survey – Fiber Optic Relocation Project

COMPANY will partner with NILLES to perform construction survey for traffic signal handholes, cabinets, traffic signal conduits, fiber optic conduits and handholes, will be surveyed at the time of installation and prior to backfill and finish grading.

2.12.14 As-Built Record Drawings – Fiber Optic Relocation Project

COMPANY will prepare post-construction record drawings per City standards based on marked-up drawings, as-built survey, and other data furnished by the Contractor defining the actual location of traffic signal and fiber optic equipment, conduits, and handholes.

2.13 Phase 13.0 – Final Design Support for Construction

COMPANY will provide final design effort to construction and support construction including lighting design, utility coordination, and staging.

2.13.1 Lighting Design

COMPANY will provide lighting design for changes in locations between the outsides and middle of typical roadway sections.

2.13.2 Utility Coordination

COMPANY will provide utility coordination efforts including providing design locations for utility companies/contractors. This also includes communication and coordination with utility companies/contractors.

2.13.1 Staging Design

COMPANY will provide staging design for pedestrian detours originally not included in project scope and provide designs for minimum closures through the intersection.



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 twenty (220) working day schedule and the effort required to complete **2.11 Phase 11.0 – Construction Phase Services** for the Oralabor Gateway Trail SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

- | | |
|---|-------------------|
| • Pre-Construction Meeting | April 28, 2023 |
| • Begin Resident Observation | June 5, 2023 |
| • Interim Project Substantial Completion (Stages 1-5) | November 15, 2023 |
| • Overall Project Substantial Completion (Stages 6-9) | November 15, 2024 |
| • Pre-Construction Meeting (Fiber) | February 15, 2023 |
| • Traffic Signal Installation (Fiber) | April 5, 2023 |
| • Overall Project Substantial Completion (Fiber) | November 3, 2023 |

3.2 Deliverables

The following deliverables are included within this Scope of Services:

- Pre-construction meeting notices, agenda, and minutes
- Progress meeting agenda and minutes
- Copies of reviewed Contractor submittals
- Emailed responses to RFI's
- Daily observation and site visit notes; weekly report of working days; quantity measurements and tabulations; and construction related reports will be documented in Appia
- Payment Applications
- Change Orders
- Project Documents will be placed in DocExpress in accordance with Iowa DOT Office of Local Systems guidelines
- Punch-lists at Substantial Completion and at Final Completion
- Documents to complete Iowa DOT Office of Local Systems IM 6.110, including but not limited to:
 - Davis-Bacon compliance/payroll reviews and interviews
 - Project and job board review
 - DBE Commercially Useful Function form
 - Non-compliance form
 - Notice of Suspension and Resumption of work
 - Statement of Completion and Final Acceptance Form
 - Interest Payment Information form
 - Contractor evaluations
 - Pre-audit checklist
 - Audit of Final Pay Estimate
- Engineer's Certificate of Completion
- Post-construction Submittal of Record Drawings



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

4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

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

- Design plan modifications requested by CLIENT or Contractor during construction.
- 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
- 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 **\$457,313.00** summarized as follows:

Phase 11.0 - Construction Phase Services - Intersection Improvements and Underpass		
Task 11.01	Project Management	\$ 40,896.00
Task 11.02	Pre-Construction and Progress Meetings	\$ 20,014.00
Task 11.03	Contractor Submittal Reviews	\$ 19,380.00
Task 11.04	Resident Observations	\$ 195,125.00
Task 11.05	Payment Applications	\$ 4,800.00
Task 11.06	Engineer Site Visits	\$ 20,466.00
Task 11.07	Clarifications and Changer Orders	\$ 12,800.00
Task 11.08	Utility Coordination	\$ 4,920.00
Task 11.09	Final Closeout	\$ 23,820.00
Task 11.10	Material Testing	\$ 19,540.00
Task 11.11	Right-of-Way Survey	\$ 6,000.00
Task 11.12	Construction Survey	\$ 33,000.00
Task 11.13	As-Built Survey	\$ 3,000.00
Task 11.14	As-Built Record Drawings	\$ 7,720.00
Phase Subtotal		\$ 411,481.00



Phase 12.0 - Construction Phase Services - Fiber Optic Relocation

Task 12.01	Project Management	\$ 3,928.00
Task 12.02	Pre-Construction and Progress Meetings	\$ 3,840.00
Task 12.03	Contractor Submittal Reviews	\$ 1,260.00
Task 12.04	Resident Observations	\$ 3,520.00
Task 12.05	Payment Applications	\$ 2,600.00
Task 12.06	Engineer Site Visits	\$ 3,394.00
Task 12.07	Clarifications and Changer Orders	\$ 1,280.00
Task 12.08	Utility Coordination	\$ 840.00
Task 12.09	Final Closeout	\$ 3,440.00
Task 12.10	Material Testing and OTDR Testing	\$ 660.00
Task 12.11	Right-of-Way Survey -	\$ -
Task 12.12	Construction Survey	\$ 1,650.00
Task 12.13	As-Built Survey	\$ 2,820.00
Task 12.14	As-Built Record Drawings	\$ 2,600.00
Phase Subtotal		\$ 31,832.00

Phase 13.0 - Final Design Support for Construction

Task 13.01	Lighting Design	\$ 5,250.00
Task 13.02	Utility Coordination	\$ 5,250.00
Task 13.03	Staging Revisions	\$ 3,500.00
Phase Subtotal		\$ 14,000.00



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 **Eight Hundred Twenty-Nine Thousand Five Hundred Thirteen Dollars (\$829,513.00).**

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:

A handwritten signature in black ink, appearing to read 'Andrew Mrowicki', written over a horizontal line.

Printed/Typed Name: Andrew Mrowicki, PE

Title: President - Construction Date: May 8, 2023

CITY OF ANKENY

Accepted by:

Printed/Typed Name: Mark E. Holm

Title: Mayor Date: _____

Attest:

Printed/Typed Name: Michelle Yuska

Title: City Clerk Date: _____



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

THIS AMENDMENT, made this 5th day of July 2022 by and between, the City of Ankeny (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

**Oralabor Gateway Trail SW State Street Grade Separated Crossing
SW Oralabor Road and SW State Street Safety Improvements**

hereby amends the original Professional Services Agreement dated February 7, 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

2.11 Phase 11.0 – Water Main Design

COMPANY will prepare a design for the water main relocation necessary to eliminate the conflict of an existing water main with the new Oralabor Gateway Trail retaining wall and trail system west of SW State Street. The relocation design will be based on previous coordination with CLIENT and consistent with relocation design OPTION 1 depicted in the attached EXHIBIT D.

COMPANY will design the relocation of an existing 12-inch diameter water main under SW Oralabor Road and extend the existing 24-inch water main along the north side of SW Oralabor Road. Water main design will be in accordance with Iowa DOT specifications. Water main design will be shown on O Sheets and included in the project plans for bid letting administered by Iowa DOT. Design of water main relocation along SW State Street or water main extension under SW State Street is not included in this Scope of Services. Preparation of stand-alone plans and specifications for a separate CLIENT letting is not included in this scope of services.

COMPANY will prepare, submit, and process payment for Iowa Department of Natural Resources (Iowa DNR) Water Supply Engineering Section forms for application of a construction permit for water main. COMPANY will coordinate with Iowa DOT as part of the Contracts Turn-In and pre-letting process following submittal of final plans to Iowa DOT. The forms include:

- Schedule 1a – General Information
- Schedule 1c – Fee Calculations
- Schedule 2a – Water Mains, General

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:

- Design of 16-inch water main relocation along SW State Street.
- Design of 12-inch water main relocation along SW Oralabor Road.
- Design of 24-inch water main extension under SW State Street.
- Local letting bid phase services.
- Construction observation and administration services.
- 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 **7.0 PROFESSIONAL SERVICES FEE** of the original Professional Services 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 Not-to-Exceed fee to be increased by **\$16,500** summarized as follows:

- **Phase 11.0 – Water Main Design** **\$ 16,500**

The total authorized compensation after this Amendment, including the original Professional Services Agreement, is three hundred seventy-two thousand two hundred Dollars (\$372,200).

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

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

THIS AMENDMENT executed the day and year written above.

HR GREEN, INC.

Approved by:

Printed/Typed Name:

David R. Dougherty

Title: President-Transportation

Date: June 28, 2022

CITY OF ANKENY

Accepted by:

Printed/Typed Name:

Mark E. Holm

Title: Mayor

Date:

7/5/22

Attest:

Printed/Typed Name:

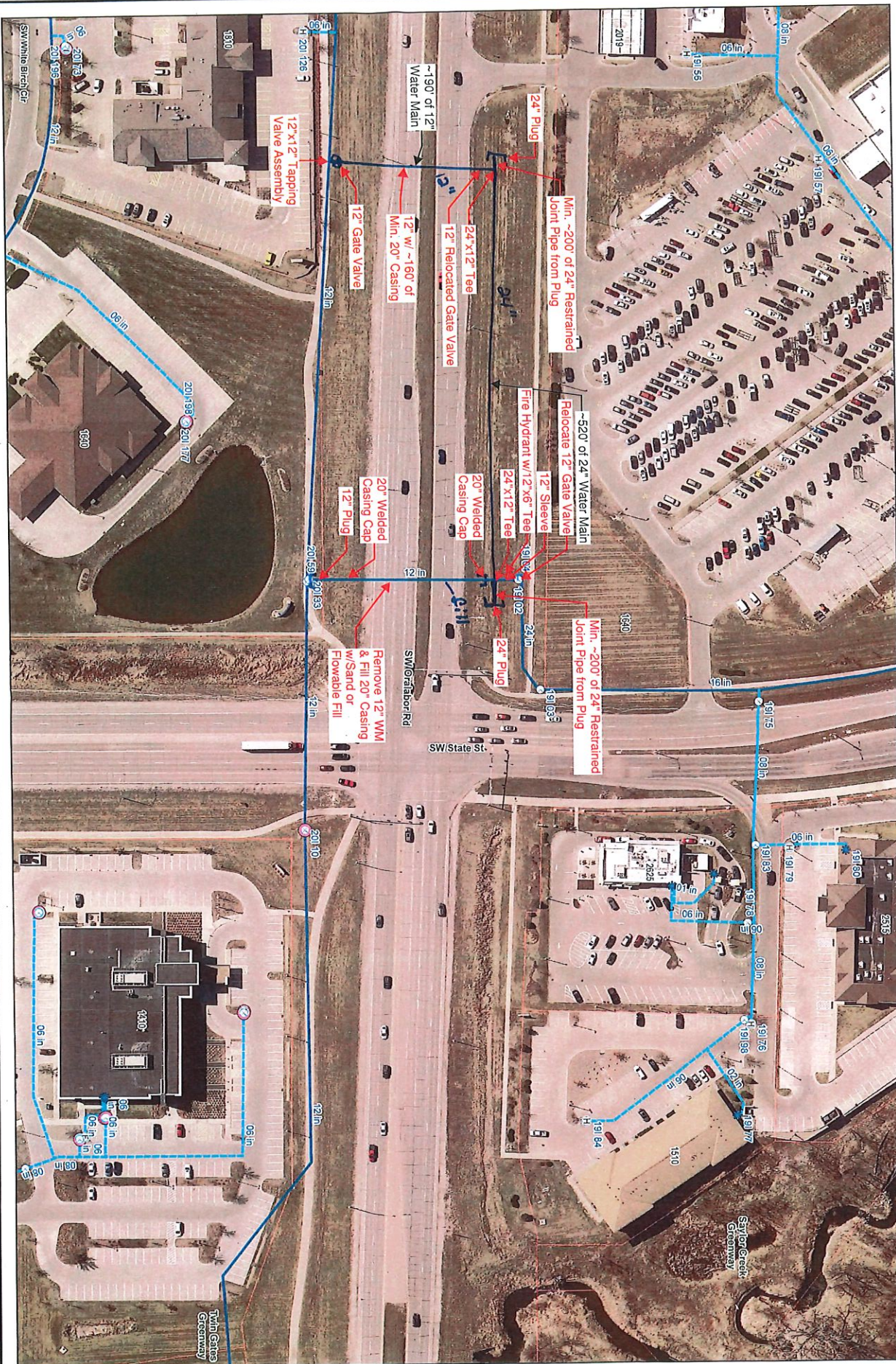
Michelle Yuska

Title: City Clerk

Date:

7/5/22

ec



Option 1



PROFESSIONAL SERVICES AGREEMENT

For

Oralabor Gateway Trail SW State Street Grade Separated Crossing

and

SW Oralabor Road and SW State Street Safety Improvements

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

February 7, 2022

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, 2022)
EXHIBIT C	PROJECT SURVEY LIMITS
EXHIBIT D	SW ORALABOR ROAD AND SW STATE STREET INTERSECTION IMPROVEMENTS
EXHIBIT E	GEOTECHNICAL ENGINEERING SERVICES ANTICIPATED EXPLORATION PLAN



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 AGREEMENT includes the preliminary and final design of two projects at the intersection of SW Oralabor Road (IA 415 / IA 160) and SW State Street (IA 415) in the City of Ankeny.

- The first project includes the preliminary and final design of turn lane and traffic signal improvements at the intersection of SW Oralabor Road and SW State Street (hereafter "INTERSECTION PROJECT").
- The second project includes the design of a grade separated crossing of Oralabor Gateway Trail at SW State Street (hereafter "TRAIL PROJECT").

1.2 Project Criteria and Assumptions

- Design of the TRAIL PROJECT will be based on the preferred alternative determined during the Feasibility Study phase of a separate AGREEMENT.
- The TRAIL PROJECT is programmed with Surface Transportation Block Grant Transportation Alternative Program (STBG – TAP) funds.
- Design of the INTERSECTION PROJECT will be based on the illustrative concept (Exhibit D) included in the Application for Iowa's Clean Air Attainment Program (ICAAP) dated September 29, 2021 and prepared by COMPANY.
- Development and design of the projects will follow the Iowa Department of Transportation (DOT) Federal-Aid Project Development Guide for Local Public Agencies.
- The projects will be combined in a single plan set with multiple Divisions for respective bid items and specifications. Iowa DOT will administer the bid letting process.
- Acquisition of permanent right-of-way, permanent easements, and temporary construction easements is anticipated.
- Adjustment or relocation of existing utilities will be required.
- Coordination with the US Army Corps of Engineers (USACE) may be required to complete a jurisdictional determination of potential right-of-way wetlands and potential mitigation requirements.

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 – Survey and Mapping
- Phase 3.0 – Utility Coordination
- Phase 4.0 – Pre-Design Concept
- Phase 5.0 – Preliminary Design
- Phase 6.0 – Right-of-Way and Easements

- Phase 7.0 – Project Information Meeting
- Phase 8.0 – Geotechnical Engineering Services
- Phase 9.0 – Final Design
- Phase 10.0 – Pre-Letting Support

Each of these Phases of professional services is described in the following pages.

2.1 Phase 1.0 – Project Management and Administration

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

2.1.1 Administration and Controls

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

2.1.2 Progress Reporting and Invoicing

Prepare twelve (12) invoices and progress reports which describe services complete for the 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 and Iowa DOT for the AGREEMENT duration (12 months).

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 twelve (12) formal internal project coordination meetings.

This task includes four (4) formal project status meetings with CLIENT. 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 – Survey and Mapping

COMPANY will partner with a subconsultant, Nilles Associates, Inc. (hereafter "NILLES") to perform topographic survey, right-of-way survey, and survey base mapping. Survey and mapping will supplement data collected for the TRAIL PROJECT during the Feasibility Study phase of a separate AGREEMENT. Topographic survey will include features within existing right-of-way and just beyond the existing right-of-way to understand the terrain and existing features immediately adjacent to anticipated project limits. 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.

2.2.1 Survey

COMPANY shall provide survey generally described below and identified in EXHIBIT C.

- Along SW Oralabor Road from 1,000 feet west of the SW State Street intersection to 1,000 feet east of the SW State Street intersection (approximately 2,000 linear feet).



Total width is approximately 100 feet from the south edge of pavement to just beyond the existing north right-of-way.

- Along SW State Street from 800 feet north of the SW Oralabor Road intersection to 1,200 feet south of the SW Oralabor Road intersection (approximately 2,000 linear feet). Total width is approximately 200 feet.

Permit

COMPANY has confirmed with Iowa DOT that survey activities for the INTERSECTION PROJECT will be allowed under Permit No. 77A-2021-046. Permit No. 77A-2021-046 is the active permit for work authorized in Iowa DOT right-of-way for the TRAIL PROJECT during the Feasibility Study phase of a separate AGREEMENT.

Right-of-Entry

Right-of-Entry is not anticipated for adjacent parcels. Survey of features near existing right-of-way will not be invasive and generally within the effective roadway borders.

Ground Control

Iowa Regional Coordinate System Zone 8 NAD83 (2011) and North American Vertical Datum of 1988 (NAVD88) 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 Preliminary Plans, Check Plans, and Final Plans.

- *Horizontal Control* – Locate existing survey control points established along the roadways within the project area. 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. Establish additional benchmarks (minimum of 4) and elevations of control points.

Topographic Survey

Utilizing project control established by the COMPANY, NILLES shall provide 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, 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.

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.

Utility Survey

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

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 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.)

2.2.2 Mapping

Base Mapping and Digital Terrain Modeling

A Base Map and Digital Terrain Model (DTM) will be used by COMPANY for the design of the proposed improvements. A combined Base Map and DTM will be created by NILLES that includes previously acquired data for the TRAIL PROJECT with data collected for the INTERSECTION PROJECT.

- *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.

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.

2.3 Phase 3.0 – Utility Coordination

2.3.1 Utility Identification

COMPANY will coordinate with Iowa One Call to identify utilities within the INTERSECTION 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. Information obtained will supplement and be combined with utility information collected for the TRAIL PROJECT during the Feasibility Study phase as part of a separate AGREEMENT.

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, mapping and record drawings provided by utility owners, and the preliminary design developed for the projects. COMPANY will provide copies of Preliminary Plans and will coordinate with utility companies to advise the utility companies of the nature and extent of the proposed improvements and potential conflicts.

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 **Phase 5.0 – Preliminary Design**.
- One (1) focus coordination meeting with MidAmerican Energy to discuss potential impacts to underground gas and electric lines.
- One (1) joint utility coordination meeting will be conducted in advance of the Check Plans milestone submittal to document relocation plans developed by utility owners.

2.3.4 Test Holes

COMPANY will employ the services of a qualified SUBCONTRACTOR, Badger Daylighting, Inc. (hereafter "BADGER") to perform vacuum excavation to spot check existing underground utilities near the location of the proposed improvements. Vacuum excavation test holes will validate the horizontal and vertical location of mapped utilities for the purposes of determining potential utility conflicts and validating traffic signal pole locations. This Scope of Services includes up to eight (8) vacuum excavation test holes.

BADGER will be required to independently coordinate with Iowa One Call to confirm the presence of utilities prior to vacuum excavation. BADGER will be required to independently coordinate with Iowa DOT to obtain the appropriate permit(s) to perform vacuum excavation within right-of-way and perform work in compliance with the terms and conditions of the permit.



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 for the north leg of SW State Street which is situated within City of Ankeny right-of-way.

Utility owners will be required to coordinate with Iowa DOT independently to obtain a permit for work on SW Oralabor Road and the south leg of SW State Street through submittal of **Iowa DOT Form 810025 – Application for use of Highway Right-of-Way for Utilities Accommodations**. SW Oralabor Road and the south leg of SW State Street are situated within Iowa DOT right-of-way.

2.4 Phase 4.0 – Pre-Design Concept

COMPANY will perform environmental review, agency coordination, and prepare **Iowa DOT Form 517001 – Concept Statement for LPA Federal-Aid Projects** to initiate Iowa DOT project review in compliance with the Iowa DOT Federal-Aid Project Development Guide for Local Public Agencies (LPA) and with applicable Instructional Memorandums (I.M.).

2.4.1 Concept Statement

COMPANY will prepare **Iowa DOT Form 517001 – Concept Statement for LPA Federal-Aid Projects** and **Iowa DOT Form 760006 – Park, Recreation Land, and Wildlife and Waterfowl Refuge Section (4f) Determination** to document the type, location, programmed and anticipated costs, environmental impacts, and design criteria for the projects. Design criteria for the projects will be based on SUDAS, Iowa DOT, and other applicable sources with input from CLIENT and Iowa DOT. The following will be performed to document design criteria and constraints within **Iowa DOT Form 517001 – Concept Statement for LPA Federal-Aid Projects**:

- Prepare map(s) of projects and vicinity and determine functional classifications.
- Establish and evaluate geometric elements of the proposed improvements.
- Determine project areas to be closed to traffic and detour alternatives.
- Evaluate maintenance of pedestrian and bicycle traffic during construction.
- Identify potential design exceptions for sight distance, clearances, etc.

2.4.2 Wetland Delineation

The Wetland Delineation Report will describe results of a wetland delineation of the site conducted by the COMPANY using methods in the **1987 USACE Wetlands Delineation Manual** and **2010 Regional Supplement to the USACE Wetland Delineation Manual: Midwest Region**. Wetland boundaries will be recorded using sub-meter accuracy GPS and drawn on high-resolution aerial photographs. The report will include an introduction, background information review, observed site conditions including wetland descriptions, site photographs, and figures depicting wetland delineated wetland boundaries. COMPANY may request a jurisdictional determination from USACE, if necessary.

2.4.3 Habitat Assessment

A Habitat Assessment will be completed to identify potential habitat for species on the US Fish and Wildlife's Section 7 Technical Assistance website (<http://www.fws.gov/midwest/endangered/>) known to occur in Polk County, Iowa. The report will include conclusions regarding the presence of potential habitat for species on the Polk County. The Habitat Assessment will support the completion of **Iowa DOT Form 760005 – Determination of Effect for Threatened & Endangered Species**.

2.4.4 Cultural Resources Review

COMPANY will coordinate with CLIENT to request that Iowa DOT Location and Environment Bureau (LEB) perform a review of the projects and issue cultural resources clearance due to the disturbed and developed nature of the site. The projects will require new right-of-way and easement; however, impacts to historic properties or archaeological sites are not anticipated. This Scope of Services does not include a Cultural Resources Field Investigation and Report.

2.4.5 Quality Control Reviews

Perform technical reviews in accordance with the project Quality Control Plan. Quality Control Reviews will be performed prior to milestone submittals for the technical reports and forms prepared during **Phase 4.0 – Pre-Design Concept**. Technical reviews will be performed by the Project Manager and experienced subject matter experts to check for accuracy and completeness of documents.

2.5 Phase 5.0 – Preliminary Design

COMPANY will perform preliminary design services for both the INTERSECTION PROJECT and the TRAIL PROJECT, including the preparation of Preliminary Plans depicting the proposed improvements in a single set of plans. COMPANY will submit Preliminary Plans to CLIENT in advance of a submittal to Iowa DOT to establish final right-of-way and easements, coordinate utility relocations, and conduct a Project Information Meeting. Following CLIENT review of Preliminary Plans and initiation of right-of-way and easement acquisitions COMPANY will revise Preliminary Plans and submit to Iowa DOT for review and comment. The work tasks to be performed by COMPANY as part of this Phase are described below.

2.5.1 Preliminary Roadway

Roadway Typical Sections and Details

Typical sections and typical details for the INTERSECTION PROJECT will be prepared to represent the appropriate width and longitudinal jointing layout of SW Oralabor Road and SW State Street based on Exhibit D. Typical section elements shown on B Sheets will include lane widths, curb and gutter sections, median width, cross slope, sidewalk width and slope, and parking area width and slope. COMPANY will develop preliminary typical cross sections and details for inclusion in the Preliminary Plans based on collaboration with CLIENT.

Roadway Plan and Profile

Establish preliminary existing horizontal alignments and vertical profiles based on the topographic survey and available as-built record drawing information. The existing alignments and profiles will be used for design and construction of the proposed INTERSECTION PROJECT improvements.

Horizontal alignment, vertical profile, and other information pertinent to roadway grading and paving, such as ditch grades, will be depicted on the D Sheets (SW Oralabor Road) and E Sheets (SW State Street).

Roadway Modeling and Cross Sections

COMPANY will integrate alignments and profiles, CLIENT approved typical cross sections, and existing terrain to prepare a preliminary roadway model and cross sections for inclusion in the Preliminary Plans. Cross sections will be created for SW Oralabor Road (W Sheets) and SW State Street (X Sheets) 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.

2.5.2 Preliminary Intersection

Intersection Layout

As part of the INTERSECTION PROJECT, COMPANY will design the intersection of SW Oralabor Road and SW State Street based on Exhibit D. COMPANY will develop the geometric layout modifications for the intersection. Intersection geometric (horizontal and vertical) and pedestrian facility designs will consider the TRAIL PROJECT and will be coordinated with task **2.5.7 Preliminary Traffic Signal**. Intersection returns will be evaluated to accommodate a WB-67 design vehicle.

Sidewalks and Curb Ramps Layout

Develop the design for the sidewalk and pedestrian curb ramps depicted in Exhibit D. Verify compliance with the current "Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way" (PROWAG) and Iowa DOT and SUDAS design standards. Determine geometrics, running slopes, cross slopes, landing areas, level operating spaces, 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 traffic signal pole bases and push button poles will be shown on S Sheets. Final calculations (cross slopes, running slopes, etc.) shown in the Sidewalk Compliance Tabulation will be prepared during **Phase 9.0 – Final Design**.

2.5.3 Preliminary Private Entrance

COMPANY will design one (1) SW State Street private access for the Hy-Vee property located near the northwest corner of SW Oralabor Road and SW State Street intersection. Horizontal alignment and vertical profile will be depicted on a SW State Street preliminary plan and profile E Sheet.

2.5.4 Preliminary Trail

Trail Typical Sections and Details

Typical sections and typical details for the TRAIL PROJECT will be prepared to represent the appropriate width and pavement section of Oralabor Gateway Trail and relationship to adjacent retaining walls and side slopes. COMPANY will develop preliminary typical cross sections and details for inclusion in the Preliminary Plans based on collaboration with CLIENT.

Trail Plan and Profile

Establish preliminary horizontal alignments and vertical profiles for the TRAIL PROJECT based on the Functional Design completed during the Feasibility Study phase as part of a separate AGREEMENT.

Horizontal alignment, vertical profile, and other information pertinent to Oralabor Gateway Trail grading and paving, such as ditch grades, will be depicted on K Sheets.

Trail Modeling and Cross Sections

COMPANY will integrate trail alignments and profiles, CLIENT approved typical cross sections, and existing terrain to prepare a preliminary trail model and cross sections for inclusion in the Preliminary Plans. Cross sections will be created for Oralabor Gateway Trail (Y Sheets) at 25-foot intervals and at geometric break points, transition points, box culvert tunnel openings, and pipe cross culverts using Bentley MicroStation and Geopak OpenRoads software.

2.5.5 Preliminary Construction Staging and Traffic Control

Develop a preliminary construction staging plan and preliminary traffic control notes. Maintenance of vehicular traffic will be developed and analyzed to accommodate construction sequencing for both projects and temporary shoring requirements for construction of the TRAIL PROJECT. Design of temporary shoring for the purposes of constructing the TRAIL PROJECT box culvert tunnel under SW State Street is not included in this Scope of Services and will be the responsibility of the awarded Contractor.

2.5.6 Preliminary Drainage

A preliminary storm sewer, culvert layout, and drainage design will be developed, in general accordance with SUDAS Stormwater Management Criteria and Iowa DOT Design Manual. The design will be based on the Feasibility Study completed as part of a separate AGREEMENT. The preliminary drainage design will include the primary components:

Storm Sewer and Subdrains

Storm sewer designs will be performed for the projects using Bentley Geopak Drainage stormwater modeling software and depicted in the Preliminary Plans. Storm sewer computations will be validated with independent manual calculations. Storm sewer structure types, pipe sizes and lengths, and outlet revetment will be specified on M Sheets. Green Infrastructure BMPs and detention are not included in the Scope of Services for THIS AGREEMENT. A preliminary subdrain and RCB trench drain layout will also be depicted on the M Sheets.

Culverts and Ditches

Analysis of existing and proposed overland flow and ditch conveyance near the intersection of SW Oralabor Road and SW State Street using Bentley Geopak Drainage stormwater modeling software. COMPANY will delineate drainage areas in the vicinity of the project for the corridors and will rely on record data provided by CLIENT. Ditches grades, culvert structure types, sizes and lengths, and revetment measures will be specified on D Sheets, E Sheets, and K Sheets. Ditch sections will be depicted in the cross sections (W Sheets, X Sheets, and Y Sheets).

2.5.7 Preliminary Traffic Signal

Design will involve a new traffic signal system on SW Oralabor Road at SW State Street. Design will include new traffic signal poles, handholes, signal heads, detection, conduit and wiring, and pedestrian pushbutton poles. The traffic signal system and approach lane geometry will be based on the information contained within the Application for ICAAP funding dated September 29, 2021 for the INTERSECTION PROJECT and prepared by COMPANY.

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

The traffic signal system design for the intersection of SW Oralabor Road at SW State Street will be based on the following assumptions:

- New traffic signal cabinet / controller (location to be determined as part of design process).
- Power service connection to be developed and coordinated with electric service provider (location to be determined as part of design process).
- Pedestrian push buttons and pedestrian signal heads will be included on traffic signal poles at three at-grade crossings.
- 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 cables or other means of traffic signal system interconnect is anticipated.
 - Interconnect design will consist of design of conduit/handhole routing along SW Oralabor Road and SW State Street.
 - Design will include the installation of fiber optic cables, 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 in coordination with the COMPANY.
 - If sufficient slack length of fiber optic cable does not exist, a handhole containing outside plant splice enclosure may be necessary.
- The use of video vehicle detection is anticipated.
- Pan/tilt/zoom traffic monitoring camera is anticipated.
- The installation of Opticom emergency vehicle preemption (EVP) equipment is anticipated.
- Existing overhead power lines/poles will remain as currently constructed; no utility relocation coordination or plan production (other than traffic signal power service) is included within the traffic signal design Scope of Services.
- Combination traffic signal/light poles will be used – including both traffic signal head mast arm and luminaire mast arm – Pole style/finish consistent with proposed aesthetics of corridor (anticipated to be galvanized – not painted black). Photometric analysis of the two intersecting corridors in the vicinity of the intersection will be necessary and this work is covered in this Scope of Services.
- 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.
- Traffic counts and/or traffic capacity analysis from COMPANY will not be required and is not included in this Scope of Services.
- Design of temporary traffic signal plans during the staged construction of the intersection is included in the Scope of Services. Signal phasing diagrams (including suggested timings) will not be completed as part of the preliminary submittal. A standard temporary traffic signal detail sheet will be included within the plans. Use of wooden span-wire poles for temporary supports is anticipated. Due to intersection size, span lengths of approximately 170' to 180' are anticipated.

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 intersection of SW Oralabor Road at SW State Street. The preliminary permanent traffic signal plans are anticipated to include:

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

The traffic signal layouts will include location of proposed traffic signal and pedestrian poles, power source, 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, and Public Interest Finding (PIF) memorandum will be completed as part of **Phase 9.0 – Final Design**.

2.5.8 Preliminary Structures

Underpass Tunnel

The TRAIL PROJECT underpass structure will be a modified structure based on the Iowa DOT Reinforced Concrete Pedestrian Tunnel Standards. The Tunnel Standards will be modified based on the Feasibility Study completed as part of a separate AGREEMENT. One (1) RCB will pass parallel to SW Oralabor Road under SW State Street. The ends of the RCB will be incorporated into sheet pile retaining walls. It is anticipated that non-standard flared wingwalls and aprons will be used to transition to the sheet pile retaining walls. It is assumed the underpass structure will include aesthetic details, such as concrete form liners, and lighting similar to other recently constructed projects in Ankeny. The use of form liners on the RCB walls will eliminate the consideration of a precast RCB alternative. Structure details will be coordinated with the Iowa DOT and require concurrence on the TS&L from Iowa DOT prior to proceeding with **Phase 9.0 – Final Design**.

COMPANY will prepare and include One (1) RCB Situation Plan Type, Size, and Location (TS&L) V Sheet for the RCB in the Preliminary Plans. One (1) Site Plan V Sheet will be prepared for the project vicinity to provide perspective on the relationship of the overall project to the structure.

Retaining Walls

COMPANY will layout sheet pile retaining walls based on the Feasibility Study completed as part of a separate AGREEMENT. It is assumed that sheet pile walls of varying lengths will be required at each corner of the underpass structure and that the exposed surfaces of the sheet pile walls will have an aesthetic concrete façade.

2.5.9 Preliminary Plans

COMPANY will prepare one (1) set of Preliminary Plans (50%). The Preliminary Plans will include both projects and will be submitted for CLIENT and Iowa DOT review and comment. COMPANY will address one (1) round of CLIENT and Iowa DOT comments. 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 SW Oralabor Road (D Sheets)
- Preliminary Plan and Profile for SW State Street (E Sheets)
- Survey and Mapping Information and Alignment Data (G Sheets)
- Preliminary Right-of-Way and Easements Layout (H Sheets)
- Preliminary Construction Staging, Temporary Traffic Control, and Detour Maps (J Sheets)
- Preliminary Plan and Profile for Oralabor Gateway Trail (K Sheets)
- Preliminary Storm Sewer Plan (M Sheets)
- Preliminary Traffic Signal Plan and Fiber Optic Layout (N Sheets)
- Preliminary Sidewalk Plans (S Sheets)
- Existing Utility Mapping (U Sheets)

- Preliminary RCB Situation Plan TS&L and Site Plan (V Sheets)
- Preliminary Cross Sections for SW Oralabor Road (W Sheets)
- Preliminary Cross Sections for SW State Street (X Sheets)
- Preliminary Cross Sections for Oralabor Gateway Trail (X Sheets)

2.5.10 Preliminary Bid Items and OPCC

Determine preliminary quantities and 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 and Iowa DOT bid tabs.

2.5.11 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 **Phase 9.0 – Final Design**. It is assumed three (3) representatives of COMPANY will participate in the field review with CLIENT.

2.5.12 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 and Iowa DOT based on one (1) round of review comments received following submittal of Preliminary Plans.

2.6 Phase 6.0 – Right-of-Way and Easements

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

2.6.1 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 and Iowa DOT infrastructure. The preliminary right-of-way layout and easement limits will be displayed on Preliminary H Sheets and submitted to CLIENT as part of the Preliminary Plans submittal. Final H Sheets will be prepared following CLIENT review of Preliminary H Sheets and included in the Preliminary Plans submitted to Iowa DOT. Final H Sheets will depict final right-of-way and easement lines and will also be included in the Check Plans and Final Plans for information only. COMPANY anticipates proposed right-of-way and easement determination on four (4) properties.

2.6.2 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 Iowa DOT and CLIENT infrastructure. The Scope of Services as part of THIS AGREEMENT includes:

- Up to two (2) Right-of-Way Plats and Legal Descriptions
- Up to two (2) Permanent Easement Plats and Legal Descriptions
- Up to two (4) 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.

2.6.3 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.

2.7 Phase 7.0 – Project Information Meeting

Includes one (1) Project Information Meeting (PIM) involving two (2) representatives of COMPANY following submittal of Preliminary Plans. COMPANY will provide two (2) plotted exhibits for the PIM.

CLIENT will determine affected residents and businesses requiring notification by mailed letter, prepare, and mail meeting notification letters to affected property owners, and organize meeting location. COMPANY will document discussions and comments received by affected property owners at the PIM to consider in development of final design.

Refinement of PIM scroll plot exhibits following the meeting is not included in this Scope of Services. Individual property owner coordination is not included in this Scope of Services. Presentations or preparation of handouts are not included in this Scope of Services.

2.8 Phase 8.0 – Geotechnical Engineering 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 recommendations for structural fill, subgrade treatment, lateral earth pressures for sheet pile wall design, and subsurface drainage for consideration in the TRAIL PROJECT. Services are based on the preferred alternative developed during the Feasibility Study phase of a separate AGREEMENT, which included a RCB pedestrian tunnel under SW State Street and sheet pile retaining walls. Excavation of depths at approximately 12 feet are anticipated. TERRACON will provide a Geotechnical Engineering Report summarizing existing conditions, engineering analyses, and recommendations. TERRACON will also provide symbolized results of the drilling and testing in Iowa DOT format added to digital drawings to create soils plan and profile sheets (SPS Sheets) for the TRAIL PROJECT.

2.8.1 Field Exploration

TERRACON will layout one (1) boring and obtain ground surface elevations at the 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 boring is summarized below:

Planned Location	Number of Borings ¹	Planned Boring Depth (BGS) ²	No. of Pavement Cores
West of SW State Street and South of SW Oralabor Road	1	30 feet	0
1. See Exhibit E for anticipated exploration plan. 2. BGS = below existing ground surface.			

Subsurface Exploration Procedures

TERRACON will advance the soil boring with a drilling rig using continuous flight solid stem augers. Six (6) samples will be obtained in the upper 15 feet of the boring and at intervals of five feet thereafter. Soil sampling is typically performed using thin-wall tube and / or split-barrel sampling procedures. The samples will be placed in appropriate containers and taken to TERRACON laboratory for testing. TERRACON will observe and record groundwater levels during and shortly after completion of drilling and sampling. A temporary piezometer pipe will be installed in the borehole. The temporary piezometer is anticipated to consist of a screened section of PVC pipe and solid riser pipe. The depth of the temporary piezometer is anticipated to be less than 20 feet. 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

The proposed boring location is situated within existing Iowa DOT roadway right-of-way. Should the proposed locations shown in Exhibit E be moved to private property at the request of CLIENT, TERRACON will coordinate access to Iowa DOT right-of-way with an adjacent property owner. TERRACON will confirm with Iowa DOT that geotechnical activities for the TRAIL PROJECT will be allowed under Permit No. 77A-2021-046. Permit No. 77A-2021-046 is the active permit for work completed for the TRAIL PROJECT during the Feasibility Study phase of a separate AGREEMENT. A new permit will be acquired by TERRACON, if necessary.

Traffic Control

TERRACON will retain a traffic control subcontractor to facilitate drilling for this project. The costs for implementing traffic control measures in accordance with FHWA 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 AGREEMENT.

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 AGREEMENT 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 one (1) borehole.

The borehole will be backfilled after the temporary piezometer pipe is removed. TERRACON anticipates a two week duration for the piezometer pipe to remain in place. 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 borehole be checked periodically and backfilled by CLIENT. TERRACON can provide this service 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 8.0 – Geotechnical Engineering Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on the boring log and summarized in the Geotechnical Engineering Report.

TERRACON will submit a ticket request through Iowa One-Call for utility location services. The location of the proposed boring may deviate from Exhibit E based on the locations of utilities marked by Iowa One-Call service providers. TERRACON will not proceed with the boring until locations have been marked by Iowa One-Call service providers. **Phase 8.0 – Geotechnical Engineering Services** does not include subsurface utility exploration.

2.8.2 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:

- Description of Soils
- Water Content
- Unit Weight
- Unconfined Compressive Strength
- Atterberg Limits
- Grain Size Analysis

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).

2.8.3 Geotechnical Engineering Report

Results of **2.8.1 Field Exploration** and **2.8.2 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 log 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:
 - Excavation and subgrade preparation.
 - Cut and fill construction.
 - Structural fill material types.
 - Structural fill compaction criteria.
- Global slope stability analysis (one location)
- Lateral earth pressure recommendations for sheet pile wall design
- Subsurface drainage recommendations for box culvert

2.9 Phase 9.0 – Final Design

Upon CLIENT's acceptance of the Preliminary Plans comment resolution and Iowa DOT environmental clearances, COMPANY shall subsequently proceed with **Phase 9.0 – Final Design**. The services to be performed by COMPANY as part of this Phase are described below.

2.9.1 Final Roadway

A final roadway design for the INTERSECTION PROJECT will be developed based on the design developed during **Phase 5.0 – Preliminary Design**. The final roadway design will include the primary components:



Roadway Typical Sections and Details

Finalize 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.

Roadway Plan and Profile

Existing horizontal alignments and vertical profiles based on the topographic survey and available as-built record drawing information are considered complete in the Preliminary Plans. Horizontal alignment, vertical profile, and other information pertinent to roadway grading and paving will be finalized and depicted on the D Sheets (SW Oralabor Road) and E Sheets (SW State Street).

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 and roadway construction tie-ins. Cross slopes, taper transition points, limits of curbs, shoulder transitions, and a jointing will be depicted on L Sheets.

Roadway Modeling and Cross Sections

COMPANY will finalize the roadway model and cross sections for inclusion in the Final Plans. Cross sections will be finalized for SW Oralabor Road (W Sheets) and SW State Street (X Sheets) 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. COMPANY will incorporate intersection geometrics into a detailed intersection model to validate intersection construction limits, crossing slopes, and longitudinal slopes. Earthwork computations will be performed using the final cross sections and provided in a Tabulation of Earthwork (T Sheets).

2.9.2 Final Intersections

COMPANY will prepare final intersection and sidewalk layouts for the INTERSECTION PROJECT, including geometrics, staking, and joining, and Sidewalk Compliance Tabulations.

Geometrics, Staking, and Jointing

Determine final pavement elevations, curb return profiles, and jointing details at the SW Oralabor Road and SW State Street intersection. Intersection geometrics, staking, and jointing will be shown on L Sheets.

Sidewalks and Pedestrian Curb Ramps

Finalize the design for the sidewalk and pedestrian curb ramps developed during **Phase 5.0 – Preliminary Design**. 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, level operating spaces, and elevations for sidewalk and pedestrian curb ramps along with coordinating the locations and elevations of pedestrian push buttons. Intersection sidewalk and curb ramp calculations will be shown on the Sidewalk Compliance Tabulations (S Sheets).

2.9.3 Final Private Entrance

COMPANY will finalize the design of one (1) SW State Street private access for the Hy-Vee property located near the northwest corner of SW Oralabor Road and SW State Street intersection. Final design will be depicted on a SW State Street preliminary plan and profile E Sheet.

2.9.4 Final Trail

Typical sections and typical details for the TRAIL PROJECT will be finalized by COMPANY based on comment resolution of the Preliminary Plans. COMPANY will finalize horizontal alignments and vertical profiles depicted on K Sheets for the TRAIL PROJECT based on comment resolution of the Preliminary Plans. COMPANY will finalize the trail model and cross sections. Earthwork computations will be performed using the final cross sections and provided in a Tabulation of Earthwork (T Sheets).

2.9.5 Final Construction Staging and Traffic Control

Refine the construction staging, maintenance of access plans and traffic control plan developed during **Phase 5.0 – Preliminary Design**. Maintenance of vehicular traffic will be finalized with layout of temporary traffic control devices in accordance with FHWA MUTCD. COMPANY will finalize detours due to any intersection or roadway segment closures being considered for overnight closures for installation of traffic signal poles and mast arms and installation of temporary shoring. Temporary shoring requirements for construction of the TRAIL PROJECT will be shown in both plan and section views included in the staging and traffic control portion of the plans. In addition, the final pedestrian tunnel plans will include two situation plan sheets. The situation plan sheets will show temporary shoring for each stage of construction in both the longitudinal section as well as the plan views. The design of temporary shoring will be the responsibility of the Contractor.

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

2.9.6 Final Drainage

COMPANY will finalize storm sewers, culvert layouts, and drainage designs based on comment resolution of Preliminary Plans. The final drainage design will include the primary components:

Storm Sewer and Subdrains

Storm sewer designs, subdrains, trench drains, and revetment will be finalized and shown on M Sheets.

Culverts and Ditches

Overland flow and ditch conveyance near the intersection of SW Oralabor Road and SW State will be finalized. Ditches grades, culvert structure types, sizes and lengths, and revetment measures will be specified on D Sheets, E Sheets, and K Sheets. Ditch sections will be depicted in the cross sections (W Sheets, X Sheets, and Y Sheets).

2.9.7 Final Traffic Signal

This task includes the preparation of final traffic signal plans for the intersection of SW Oralabor Road and SW State Street. COMPANY will refine the traffic signal design plans, developed during **Phase 5.0 – Preliminary Design**. Determine final traffic signal locations, wiring, and pedestrian accommodations and develop vehicle detection sheets. Tie-in to existing traffic signal interconnection along both the SW Oralabor Road and SW State Street corridors will be required as part of the project.

Design of temporary traffic signal plans for the staged construction of the intersection is included in the Scope of Services. Wiring diagrams will be provided. Temporary traffic signal wiring will be considered incidental to the lump sum bid item for each temporary traffic signal. Signal phasing diagrams and signal head placement adjustment layouts, if needed, will also be prepared for

each construction stage. A standard temporary traffic signal detail sheet will be included within the plans. Use of wooden span-wire poles for temporary supports is anticipated. Due to intersection size, span lengths of approximately 170' to 180' are anticipated.

COMPANY will coordinate with the local utility company on power supply to the traffic signal systems. COMPANY anticipates utilizing the existing power service location for the 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.

It is understood that the project does involve the use of State or Federal funding, and thus the preparation of a Public Interest Finding (PIF) memorandum will be required. COMPANY will prepare ***Iowa DOT Form 810071 – Agreement for Approval of a Traffic Control Device.***

2.9.8 Final Lighting

Develop a street lighting layout based on MidAmerican Energy's standard street lighting equipment to accommodate the widening of SW Oralabor Road and SW State Street. COMPANY anticipates a street lighting layout with alternating north / south pole locations along SW Oralabor Road, alternating east / west pole locations along SW State Street. The lighting layout will include luminaires located on top of the traffic signal structures at each corner of the signalized intersection of SW Oralabor Road and SW State Street. COMPANY will evaluate box culvert tunnel and tunnel approach lighting and coordinate a power source.

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.

2.9.9 Final Structures

Underpass Tunnel

This task includes the effort to verify the concrete dimensions and design the reinforcing steel for the TRAIL PROJECT underpass structure. The design will be based on modified Iowa DOT Reinforced Concrete Pedestrian Tunnel Standard details and modified Iowa DOT single Reinforced Concrete Box Culvert Standard details. This task will also include the effort to design modifications to the standards to accommodate aesthetic form liners; determine the geometry for the tunnel sections for each stage of construction; the design of non-standard, flared, cast-in-place wing walls; the layout of lighting and conduit for the lighting in the underpass structure and the layout of safety rail to protect the ends of the underpass structure and the tops of the walls.

Retaining Walls

This task includes the effort to finalize the design of the sheet pile retaining walls including the effort to perform structural analysis and design of the sheet pile sections as well as the concrete façade and the details required to connect the sheet pile walls to the underpass wings.

2.9.10 Final Erosion Control and SWPPP

Finalize locations and types of temporary and permanent erosion control measures to be used on the project. COMPANY will identify drainage basins associated with disturbed areas on R Sheets. COMPANY will indicate location of erosion control devices and areas to be seeded on R Sheets. Tabulations of erosion control measures and a Storm Water Pollution Prevention Plan (SWPPP) will be provided in RC Sheets.

2.9.11 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, and similar infrastructure.

Grading Plan

COMPANY will prepare a separate grading plan to depict the special grading associated with the TRAIL PROJECT. Proposed grading lines, ground intercept lines, break lines, and slope labels will be included.

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**.

2.9.12 Final Plans

COMPANY will prepare bid-ready Check Plans (95%) for CLIENT and Iowa DOT review and comment. COMPANY will address one (1) round of CLIENT and Iowa DOT comments from the Check Plans submittal and prepare Final Plans (100%) for an Iowa DOT Bid Letting. The following sheets will be included in the Check Plans and Final Plans.

- Title Sheet and Location Map Sheet (A Sheets)
- Typical Cross Sections and Details (B Sheets)
- Quantities, Estimate Reference Information, and General Information (C Sheets)
- Plan and Profile for SW Oralabor Road (D Sheets)
- Plan and Profile for SW State Street (E Sheets)
- Survey and Mapping Information and Alignment Data (G Sheets)
- Right-of-Way and Easement Layout (H Sheets)
- Construction Staging, Detour Maps, and Temporary Traffic Control (J Sheets)
- Permanent Traffic Control Pavement Markings and Signing (J Sheets)
- Plan and Profile for Oralabor Gateway Trail (K Sheets)
- Geometrics, Staking, and Jointing (L Sheets)
- Storm Sewer and Drainage Plan (M Sheets)
- Traffic Signal Plan and Fiber Optic Layout (N Sheets)
- Lighting Plan (P Sheets)
- Erosion Control and SWPPP (RC Sheets)

- Erosion Control Basins and Devices (R Sheets)
- Sidewalk and Pedestrian Ramp Plan and Sidewalk Compliance (S Sheets)
- Soils Plan and Profile (SPS Sheets)
- Tabulation of Earthwork (T Sheets)
- Removal Plan (U Sheets)
- Grading Plan (U Sheets)
- RCB Situation Plan TS&L, Site Plan, and Details (V Sheets)
- Sheet Pile Retaining Wall Layouts and Details (V Sheets)
- Cross Sections for SW Oralabor Road (W Sheets)
- Cross Sections for SW State Street (X Sheets)
- Cross Sections for Oralabor Gateway Trail (X Sheets)

2.9.13 Final Bid Items and OPCC

Determine final bid items using the standard bid items provided by Iowa DOT. Prepare and verify quantity calculations for bid items. Prepare estimate reference information based on Iowa DOT specifications.

Prepare final 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 to Iowa DOT through the Transportation Project Management System (TPMS) Project Development application at the Check Plans and Final Plans milestones.

2.9.14 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.

2.10 Phase 10.0 – Pre-Letting Support

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. Iowa DOT will administer the letting process.

2.10.1 Permits

Due to the proposed improvements, it is assumed one (1) permit application will be submitted to the Iowa Department of Natural Resources (DNR) and three (3) permit applications will be submitted to the Iowa DOT.

- National Pollutant Discharge Elimination System (NPDES) Permit Application.
- Iowa DOT Form 810028 – Application to Perform Work Within State Right-of-Way
- Iowa DOT Form 531051 – 511 Request Form
- Iowa DOT Form 810071 – Agreement for Approval of a Traffic Control Device
- Iowa DOT Form 810025 – Application for use of Highway Right-of-Way for Utilities Accommodations

2.10.2 Project Development Certification

COMPANY will prepare **Iowa DOT Form 730002 – Project Development Certification** to document clearances required to initiate the Iowa DOT letting process.



2.10.3 Clarifications and Addenda

COMPANY will support CLIENT and Iowa DOT by providing clarification of design intent and responding to contractor questions during the letting period. COMPANY will prepare plan addenda, if necessary, during the letting period. A maximum of two (2) addenda are included in this Scope of Services.

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 and accommodates an Iowa DOT letting schedule as defined by I.M. 3.010. The schedule includes reasonable allowances for review and approval times required by CLIENT and Iowa DOT. 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.

• Concept Statement Submittal to CLIENT	February 8, 2022
• Concept Statement Submittal to Iowa DOT	February 15, 2022
• Preliminary Plans (50%) Submittal to CLIENT	April 19, 2022
• Joint Utility Coordination Meeting	May 3, 2022
• Right-of-Way and Easement H Sheets Submittal to CLIENT	May 10, 2022
• Right-of-Way Plats and Easement Exhibits Submittal to CLIENT	May 24, 2022
• Project Information Meeting (PIM)	June 14, 2022
• Preliminary Plans (50%) Submittal to Iowa DOT	July 19, 2022
• Check Plans (95%) Submittal to CLIENT	August 30, 2022
• Check Plans (95%) Submittal to Iowa DOT	October 4, 2022
• Final Plans (100%) Submittal to CLIENT	October 18, 2022
• Final Plans (100%) Submittal to Iowa DOT	November 15, 2022
• Bid Letting	February 21, 2023

3.2 Deliverables

The following deliverables are included with this Scope of Services.

- Iowa DOT Form 517001 – Concept Statement for LPA Federal-Aid Projects
- Iowa DOT Form 760005 – Determination of Effect for Threatened & Endangered Species
- Iowa DOT Form 760006 – Park, Recreation Land, and Wildlife and Waterfowl Refuge Section (4f) Determination
- Preliminary Plans prepared on 11" X 17" sheets in PDF format
- Right-of-Way and Easement H Sheets
- Right-of-way and Permanent Easement Plats and Legal Descriptions
- Temporary Easement Exhibits and Descriptions
- Project Information Meeting Scroll Plot Exhibits (2)
- Final Geotechnical Engineering Report
- Check Plans (95%) prepared on 11" X 17" sheets in PDF format
- Check Plans (95%) Bid Items
- Check Plans Checklist (I.M. 3.500 Attachment A)
- Check Plans Checklist (I.M. 3.700 Attachment B)
- Final Plans (100%) prepared on 11" X 17" sheets in PDF format
- Final Plans (100%) Bid Items
- Final Plans (100%) prepared on 11" X 17" hard copy sheets (5)



- NPDES Permit Application
- 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
- Iowa DOT Form 810071 – Agreement for Approval of a Traffic Control Device
- Iowa DOT Form 730002 – Project Development Certification

Submittals to Iowa DOT will be completed through the TPMS Project Development application.

4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

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

- Cultural resource investigations and reports.
- Evaluation of aesthetic treatments.
- Traffic data collection, volume forecasting, and operations analysis.
- Stormwater routing analysis and detention basin design.
- Property Appraisals, Acquisition Compensation Estimates, and Parcel Files
- Presentation at City Council Meetings.
- 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 as part of an AMENDMENT, or under a separate AGREEMENT, if desired.

5.0 SERVICES BY OTHERS

COMPANY will rely on a SUBCONSULTANT for the following items:

- **Phase 2.0 – Survey and Mapping**
- **Phase 6.0 – Right-of-Way and Easements**
- **Phase 8.0 – Geotechnical Engineering Services**

COMPANY will rely on a SUBCONTRACTOR for the following items:

- **Phase 2.3.4 – Test Holes**

6.0 CLIENT RESPONSIBILITIES

COMPANY will rely on CLIENT for the following items:

- Payment processing for property acquisition.
- Coordination and meetings with property owners, local interest groups, or public.
- Property Appraisals, Acquisition Compensation Estimates, and Parcel Files
- Acquisition of right-of-way and easements.
- Presentation at City Council Meetings.
- Mail Project Information letter and PIM notices to property owners and business.
- Signature authority and expense reimbursement for required permit applications.
- Approve Invoice Payment Applications.



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 services 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 \$355,700 summed as follows:

	TOTAL	TRAIL PROJECT	INTERSECTION PROJECT
Phase 1.0 – Project Management and Administration	\$ 32,000	\$ 16,000	\$ 16,000
Phase 2.0 – Survey and Mapping	\$ 24,600		\$ 24,600
Phase 3.0 – Utility Coordination	\$ 22,200	\$ 11,100	\$ 11,100
Phase 4.0 – Pre-Design Concept	\$ 8,600	\$ 8,600	
Phase 5.0 – Preliminary Design	\$ 90,000	\$ 40,000	\$ 50,000
Phase 6.0 – Right-of-Way and Easements	\$ 9,400	\$ 3,700	\$ 5,700
Phase 7.0 – Project Information Meeting	\$ 3,800	\$ 1,900	\$ 1,900
Phase 8.0 – Geotechnical Engineering Services	\$ 10,700	\$ 10,700	
Phase 9.0 – Final Design	\$ 150,000	\$ 76,000	\$ 74,000
Phase 10.0 – Pre-Letting Support	\$ 4,400	\$ 2,600	\$ 1,800
Total	\$ 355,700	\$ 170,600	\$ 185,100

The summary above is provided for information purposes. Fees for each Phase may be reallocated to other Phases based on project workflow. Invoices will not be divided or separated for individual projects.



8.0 TERMS AND CONDITIONS

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

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

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

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



services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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



8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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



submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

8.24 Certificate of Merit

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

8.25 Indemnification

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

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

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

8.26 Municipal Advisor

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



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

Sincerely,

HR GREEN, INC.

Jason Lastovica, P.E.

Author Name

Approved by:

A handwritten signature in blue ink, appearing to read 'David Maxwell', written over a horizontal line.

Printed/Typed Name:

David Maxwell

Title: Vice President

Date: 1/28/2022

CITY OF ANKENY

Accepted by:

A handwritten signature in blue ink, appearing to read 'Mark E. Holm', written over a horizontal line.

Printed/Typed Name:

Mark E. Holm

Title: Mayor

Date: 2-7-22

Attest:

A handwritten signature in blue ink, appearing to read 'Denise L. Hoy', written over a horizontal line.

Printed/Typed Name:

Denise L. Hoy

Title: City Clerk

Date: 2-7-22

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.

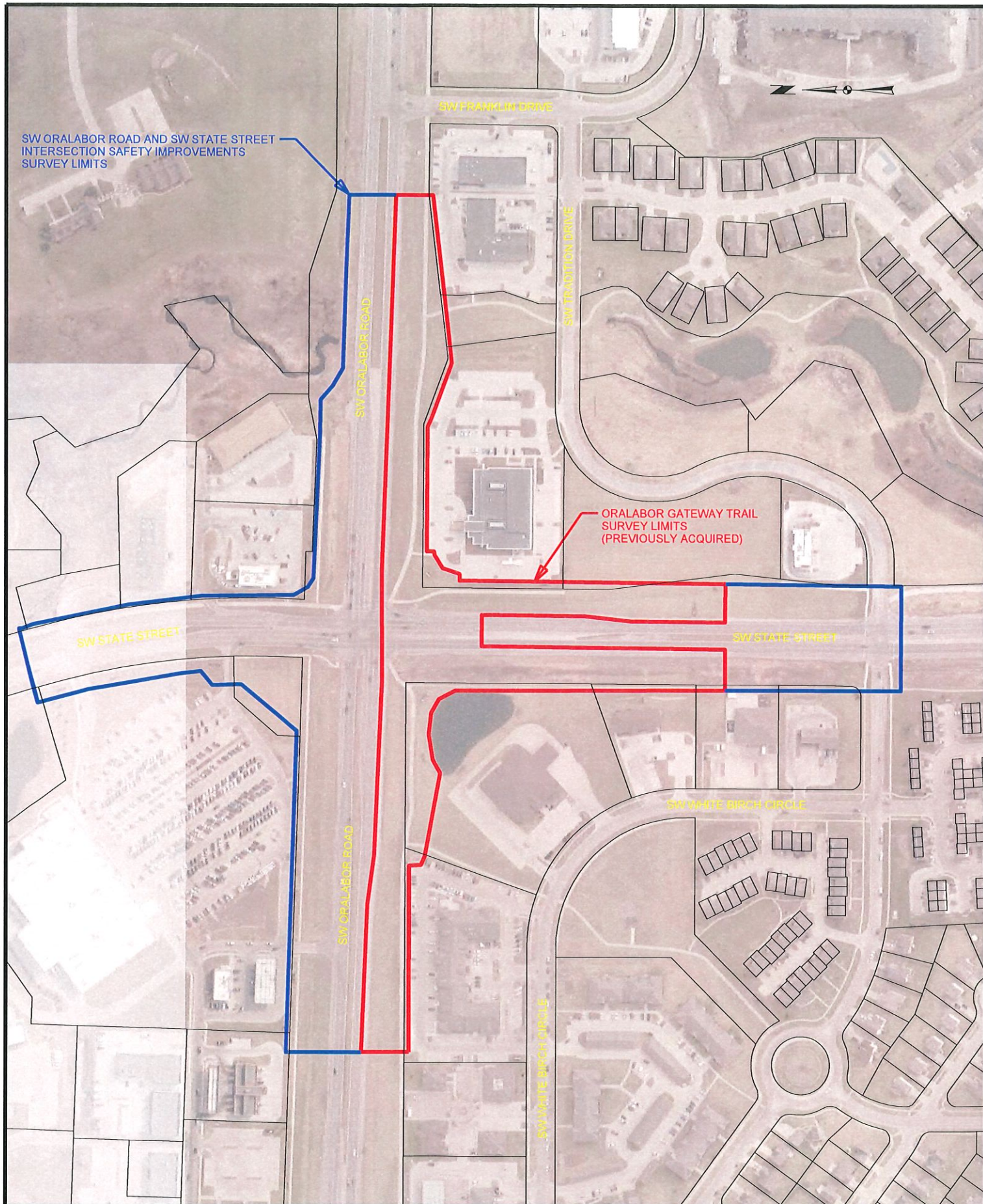


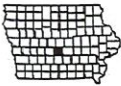
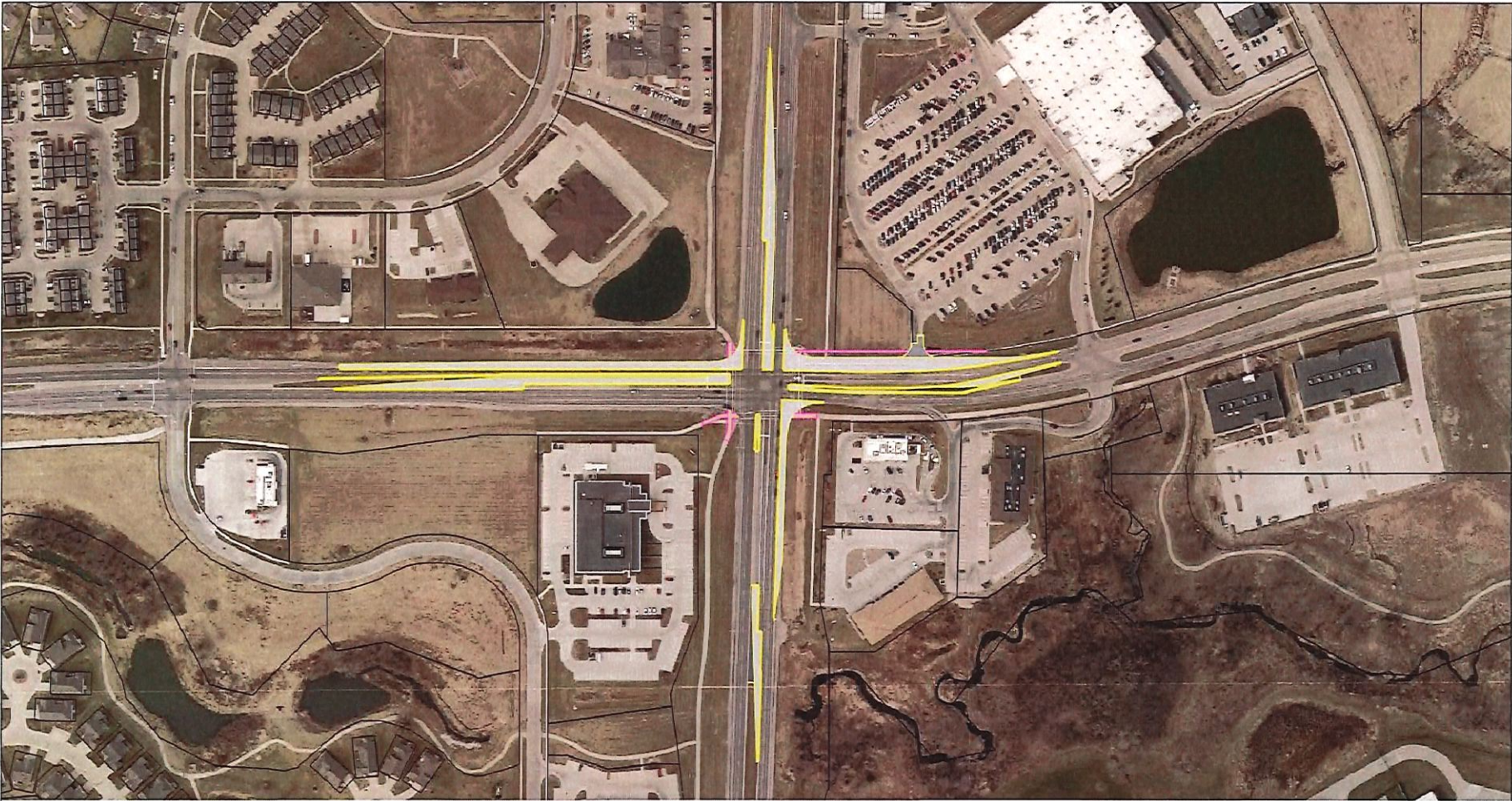
EXHIBIT B
HR GREEN
Billing Rate Schedule
Effective January 1, 2022

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

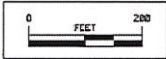
Reimbursable Expenses

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.





LEGEND:
— APPROXIMATE RIGHT-OF-WAY



SW ORALABOR ROAD & SW STATE STREET
INTERSECTION IMPROVEMENTS
ANKENY, IOWA

JULY 2020
SECTION C

* FOR ILLUSTRATIVE PURPOSES ONLY

EXHIBIT E – ANTICIPATED EXPLORATION PLAN

Oralabor Gateway RCB Culvert ■ Ankeny, Iowa

November 5, 2021 ■ Terracon Proposal No. P08215093_SA1



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$148,136.73 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: May 15, 2023 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: December 7, 2022 Through: May 1, 2023

Contract Summary

Original Contract Amount:	\$	5,069,501.00	
Net change by Change Orders:	\$	366,736.03	
Contract Amount to Date: (line 1 ± 2)	\$	5,436,237.03	
Total completed and stored to date:	\$	4,366,992.13	
Retainage: 5 % of Completed Work:	\$	218,349.61	
Total Earned less Retainage:	\$	4,148,642.52	
Less previous applications for payment:	\$	4,000,505.79	
SUBTOTAL			\$ 148,136.73

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 148,136.73

Balance to finish, including retainage: \$ 1,287,594.51

Contract Time Remaining (If applicable) 51.50 Working Days

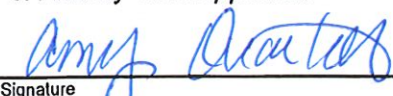
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous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

Construction Contractor Approval: Absolute Concrete Construction Inc.

Signature:  Firm Name: _____ Date: 5/2/2023

Engineer / Consultant Approval: HR Green, Inc.

Signature: Tony Babcock Digitally signed by Tony Babcock
DN: cn=Tony Babcock, o=HR Green, Inc., cn=Tony Babcock
Reason: Pay App 12
Date: 2023.05.03 13:23:13 -0500 Firm Name: _____ Date: 5/3/2023

City of Ankeny Staff Approval:  Signature: _____ Date: 5/3/2023

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 6, 2022	\$ 45,670.77
2	July 5, 2022	\$ 5,766.50
3	July 19, 2022	\$ 110,721.55
4	August 1, 2022	\$ 298,620.34
5	August 15, 2022	\$ 132,339.47
6	September 7, 2022	\$ 501,647.50
7	October 3, 2022	\$ 592,991.19
8	November 7, 2022	\$1,810,935.60
9	January 3, 2023	\$ 501,812.87
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		

Previous Applications for Payment

No.	Date	Amount
61		
62		
63		
64		
65		
66		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		
101		
102		
103		
104		
105		
106		
107		
108		
109		
110		
111		
112		
113		
114		
115		
116		
117		
118		
119		
120		

TOTAL \$ 4,000,505.79

Record of Change Orders

No.	Date	Amount
1	August 1, 2022	\$ 16,489.00
2	October 3, 2022	\$ 4,468.75
3	November 7, 2022	\$ 305,180.70
4	December 7, 2022	\$ 40,597.58
5	May 15, 2023	
6		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

TOTAL \$ 366,736.03

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	190.00
Added by Change Order:	
Contract Time to Date:	190.00
Time Used to Date:	138.50
Contract Time Remaining:	51.50

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	TOTAL QTY PREVIOUS PERIOD	TOTAL VALUE PREVIOUS PERIOD	REMAINING QUANTITY	PERCENT COMPLETE
DIVISION 2- EARTH/WORK													
2.01	Clearing and Grubbing	LS	1.00		1.00	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00	1.00	\$ 8,000.00	-	100.00%
2.02	Topsoil, On-Site	CY	3,577.00		3,577.00	\$ 10.00	\$ 35,770.00	0	\$ -	0.00	\$ -	3,577.00	0.00%
2.03	Topsoil, Off-Site	CY	1,649.00		1,649.00	\$ 15.00	\$ 24,735.00	0	\$ -	0.00	\$ -	1,649.00	0.00%
2.04	Excavation, Class 10, Import	CY	8,208.00		8,208.00	\$ 8.00	\$ 65,664.00	0	\$ -	0.00	\$ -	8,208.00	0.00%
2.05	Excavation, Class 10, Roadway and Borrow	CY	12,832.00		12,832.00	\$ 8.00	\$ 102,656.00	12954.8	\$ 103,638.40	12954.80	\$ 103,638.40	(122.80)	100.96%
2.06	Subgrade Preparation, 6"	SY	13,830.00		13,830.00	\$ 1.50	\$ 20,745.00	21071.2	\$ 31,608.80	21071.20	\$ 31,606.80	(7,241.20)	152.36%
2.07	Subgrade Preparation, 9"	SY	10,488.00		10,488.00	\$ 3.00	\$ 31,464.00	0	\$ -	0.00	\$ -	10,488.00	0.00%
2.08	Subbase, Modified, 6"	SY	24,318.00		24,318.00	\$ 12.00	\$ 291,816.00	35226.6	\$ 422,719.20	26024.40	\$ 312,292.80	(10,908.60)	144.86%
2.09	Subbase, Modified, Asphalt Millings, 3"	SY	513.00		513.00	\$ 9.00	\$ 4,617.00	513	\$ 4,617.00	513.00	\$ 4,617.00	-	100.00%
2.10	Removal of Structure, Concrete Footing of Highway Sign	EA	6.00		6.00	\$ 1,000.00	\$ 6,000.00	6	\$ 6,000.00	6.00	\$ 6,000.00	-	100.00%
2.11	Removal of Known Pipe Culvert, CMP, 12"- 24" Dia.	LF	252.00		252.00	\$ 21.00	\$ 5,292.00	252	\$ 5,292.00	163.00	\$ 3,423.00	-	100.00%
2.12	Removal of Known Pipe and Conduit, Subdrain, PVC, 6" Dia.	LF	663.00		663.00	\$ 15.00	\$ 9,945.00	0	\$ -	0.00	\$ -	663.00	0.00%
2.13	Compaction Testing	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00	0	\$ -	0.00	\$ -	1.00	0.00%
2.14	Below Grade Excavation (Core Out)	CY	100.00		100.00	\$ 8.00	\$ 800.00	0	\$ -	0.00	\$ -	100.00	0.00%
2.15	Granular Surfacing, 3" Recycled Concrete, 5" Depth	TON	130.00		130.00	\$ 35.00	\$ 4,550.00	68.8	\$ 2,408.00	68.80	\$ 2,408.00	61.20	52.92%
2.16	Locating and Repairing Field Tile	STA	30.00		30.00	\$ 2,200.00	\$ 66,000.00	0	\$ -	0.00	\$ -	30.00	0.00%
2.17	SUBGRADE STABILIZATION MAT'L, POLYMER GRID	SY		2,998.00	2,998.00	\$ 5.50	\$ 16,489.00	2998	\$ 16,489.00	2998.00	\$ 16,489.00	-	100.00%
2.18	Tree Removal	EA		6,050.00	6,050.00	\$ 1.00	\$ 6,050.00	6050	\$ 6,050.00	6050.00	\$ 6,050.00	-	100.00%
DIVISION 3 - TRENCH EXCAVATION AND BACKFILL													
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00	-	100.00%
DIVISION 4- SEWERS AND DRAINS													
4.01	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	LF	161.00		161.00	\$ 130.00	\$ 20,930.00	161	\$ 20,930.00	161.00	\$ 20,930.00	-	100.00%
4.02	Storm Sewer, Trenched, RCP, 2000D (Class II), 15" Dia.	LF	679.00		679.00	\$ 94.00	\$ 63,826.00	679	\$ 63,826.00	679.00	\$ 63,826.00	-	100.00%
4.03	Storm Sewer, Trenched, RCP, 2000D (Class II), 18" Dia.	LF	696.00		696.00	\$ 96.00	\$ 66,816.00	688	\$ 66,048.00	688.00	\$ 66,048.00	8.00	98.85%
4.04	Storm Sewer, Trenched, RCP, 2000D (Class II), 24" Dia.	LF	225.00		225.00	\$ 121.00	\$ 27,225.00	225	\$ 27,225.00	225.00	\$ 27,225.00	-	100.00%
4.05	Storm Sewer, Trenched, RCP, 2000D (Class II), 30" Dia.	LF	216.00		216.00	\$ 158.00	\$ 34,128.00	216	\$ 34,128.00	216.00	\$ 34,128.00	-	100.00%
4.06	Storm Sewer, Trenched, RCP, 2000D (Class II), 36" Dia.	LF	763.00		763.00	\$ 200.00	\$ 152,600.00	763	\$ 152,600.00	763.00	\$ 152,600.00	-	100.00%
4.07	Removal of Storm Sewer, RCP, 15" Dia.	LF	528.00		528.00	\$ 32.00	\$ 16,896.00	476	\$ 15,232.00	476.00	\$ 15,232.00	52.00	90.15%
4.08	Pipe Culvert, Trenched, RCP, 2000D (Class II), 24" Dia.	LF	166.00		166.00	\$ 146.00	\$ 24,236.00	166	\$ 24,236.00	166.00	\$ 24,236.00	-	100.00%
4.09	Pipe Culvert, Trenched, Low Clearance RCP, 2000D (Class II), 44" x 22"	LF	188.00		188.00	\$ 271.00	\$ 50,948.00	188	\$ 50,948.00	188.00	\$ 50,948.00	-	100.00%
4.10	Pipe Apron, RCP, 24" Dia.	EA	4.00		4.00	\$ 2,700.00	\$ 10,800.00	4	\$ 10,800.00	4.00	\$ 10,800.00	-	100.00%
4.11	Pipe Apron, RCP, 36" Dia.	EA	1.00		1.00	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	1.00	\$ 4,500.00	-	100.00%
4.12	Pipe Apron, RCAP, Type 1, 44" x 27"	EA	4.00		4.00	\$ 4,700.00	\$ 18,800.00	4	\$ 18,800.00	4.00	\$ 18,800.00	-	100.00%
4.13	Footing for Concrete Apron, RCP, 24" Dia.	EA	4.00		4.00	\$ 715.00	\$ 2,860.00	4	\$ 2,860.00	4.00	\$ 2,860.00	-	100.00%
4.14	Footing for Concrete Apron, RCP, 36" Dia.	EA	1.00		1.00	\$ 715.00	\$ 715.00	1	\$ 715.00	1.00	\$ 715.00	-	100.00%
4.15	Footing for Concrete Apron, RCAP, Type 1, 44" x 27"	EA	4.00		4.00	\$ 715.00	\$ 2,860.00	4	\$ 2,860.00	4.00	\$ 2,860.00	-	100.00%
4.16	Pipe Apron Guard	EA	7.00		7.00	\$ 3,400.00	\$ 23,800.00	7	\$ 23,800.00	7.00	\$ 23,800.00	-	100.00%
4.17	Subdrain, Case A, Type 1, PVC, 6" Dia.	LF	5,124.00		5,124.00	\$ 30.00	\$ 153,720.00	3404.9	\$ 102,147.00	3404.90	\$ 102,147.00	1,719.10	66.45%
4.18	Subdrain Cleanout, Type B, 24"	EA	2.00		2.00	\$ 3,000.00	\$ 6,000.00	2	\$ 6,000.00	2.00	\$ 6,000.00	-	100.00%
4.19	Subdrain Outlets and Connections, Outlet to Ditch, CMP, 8"	EA	12.00		12.00	\$ 540.00	\$ 6,480.00	0	\$ -	0.00	\$ -	12.00	0.00%
4.20	Subdrain Outlets and Connections, Outlet into Structure, CMP, 6"	EA	40.00		40.00	\$ 211.00	\$ 8,440.00	36	\$ 7,596.00	36.00	\$ 7,596.00	4.00	90.00%
DIVISION 5- WATER MAINS AND APPURTENANCES													
5.01	Water Main, Trenched, DI Class S2 or PVC DR 18, Restrainted Joint, 10"	LF	120.00		120.00	\$ 95.00	\$ 11,400.00	117	\$ 11,115.00	117.00	\$ 11,115.00	3.00	97.50%
5.02	Fitting, DI MJ Solid Sleeve, 10"	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00	0	\$ -	0.00	\$ -	1.00	0.00%
5.03	Fitting, DI MJ Reducer, 10" x 6"	EA	1.00		1.00	\$ 850.00	\$ 850.00	1	\$ 850.00	1.00	\$ 850.00	-	100.00%
5.04	Water Main Removal, PVC, 3"	LF	1,370.00		1,370.00	\$ 15.00	\$ 20,550.00	1270	\$ 19,050.00	1270.00	\$ 19,050.00	100.00	92.70%
5.05	Fire Hydrant Assembly	EA	2.00		2.00	\$ 8,000.00	\$ 16,000.00	2	\$ 16,000.00	2.00	\$ 16,000.00	-	100.00%
5.06	Valve Box Adjustment (Minor)	EA	1.00		1.00	\$ 331.00	\$ 331.00	0	\$ -	0.00	\$ -	1.00	0.00%
5.07	Fire Hydrant Assembly Removal	EA	1.00		1.00	\$ 1,563.00	\$ 1,563.00	1	\$ 1,563.00	1.00	\$ 1,563.00	-	100.00%
5.08	Flushing Device (Blowoff) Removal, 3"	EA	1.00		1.00	\$ 960.00	\$ 960.00	1	\$ 960.00	1.00	\$ 960.00	-	100.00%
5.09	Water Service Removal and Reconnect	LS		1.00	1.00	\$ 6,978.40	\$ 6,978.40	1	\$ 6,978.40	1.00	\$ 6,978.40	-	100.00%
DIVISION 6- STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	Manhole, SW-301, 48 inch	EA	2.00		2.00	\$ 12,000.00	\$ 24,000.00	2	\$ 24,000.00	2.00	\$ 24,000.00	-	100.00%
6.02	Manhole, SW-401, 72 inch	EA	1.00		1.00	\$ 6,700.00	\$ 6,700.00	1	\$ 6,700.00	1.00	\$ 6,700.00	-	100.00%
6.03	Manhole, SW-402, 4 ft. x 4 ft.	EA	1.00		1.00	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00	1.00	\$ 12,000.00	-	100.00%
6.04	Intake, SW-505 with SW-603 Type R Casting	EA	9.00		9.00	\$ 7,500.00	\$ 67,500.00	8	\$ 60,000.00	8.00	\$ 60,000.00	1.00	88.89%
6.05	Intake, SW-505 with SW-603 Type R Casting and Manhole	EA	11.00		11.00	\$ 13,000.00	\$ 143,000.00	12	\$ 156,000.00	12.00	\$ 156,000.00	(1.00)	109.09%
6.06	Intake, SW-505, Modified, Full Box with Type R Casting and Manhole	EA	1.00		1.00	\$ 21,000.00	\$ 21,000.00	1	\$ 21,000.00	1.00	\$ 21,000.00	-	100.00%
6.07	Intake, SW-512, 24 inch	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	1.00	\$ 5,000.00	-	100.00%
6.08	Connection to Existing Intake	EA	1.00		1.00	\$ 5,200.00	\$ 5,200.00	1	\$ 5,200.00	1.00	\$ 5,200.00	-	100.00%
6.09	Remove Intake, SW-506	EA	1.00		1.00	\$ 2,200.00	\$ 2,200.00	1	\$ 2,200.00	1.00	\$ 2,200.00	-	100.00%
6.10	Remove Intake, SW-512	EA	1.00		1.00	\$ 1,600.00	\$ 1,600.00	1	\$ 1,600.00	1.00	\$ 1,600.00	-	100.00%
6.11	Remove Intake, Field Tile	EA	1.00		1.00	\$ 730.00	\$ 730.00	0	\$ -	0.00	\$ -	1.00	0.00%
DIVISION 7- STREETS AND RELATED WORK													
7.01	Pavement, PCC Class C-SUD, 9"	SY	20,977.00		20,977.00	\$ 90.00	\$ 1,887,930.00	13515.73	\$ 1,216,415.70	13515.73	\$ 1,216,415.70	7,461.27	64.43%
7.02	Curb and Gutter, 3.0', 9", Wide	LF	227.00		227.00	\$ 43.00	\$ 9,761.00	227	\$ 9,761.00	227.00	\$ 9,761.00	-	100.00%
7.03	Concrete Median, 6"	SY	241.00		241.00	\$ 74.00	\$ 17,834.00	147.1	\$ 10,885.40	147.10	\$ 10,885.40	93.90	61.04%
7.04	Granular Shoulder, Type A, 4"	TON	214.00		214.00	\$ 35.00	\$ 7,490.00	0	\$ -	0.00	\$ -	214.00	0.00%
7.05	Removal of Sidewalk	SY	210.00		210.00	\$ 10.00	\$ 2,100.00	329.4	\$ 3,294.00	329.40	\$ 3,294.00	(119.40)	156.86%
7.06	Removal of Driveway	SY	600.00		600.00	\$ 10.00	\$ 6,000.00	600	\$ 6,000.00	600.00	\$ 6,000.00	-	100.00%
7.07	Sidewalk, PCC, 4"	SY	497.00		497.00	\$ 57.00	\$ 28,329.00	516.5	\$ 29,440.50	516.50	\$ 29,440.50	(19.50)	103.92%
7.08	Sidewalk, PCC, 5"	SY	277.00		277.00	\$ 63.00	\$ 17,451.00	299.7	\$ 18,881.10	299.70	\$ 18,881.10</		

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.22	Grooves Cut for Symbols and Legends	EA	21.00		21.00	\$ 125.00	\$ 2,625.00	0	\$ -	0.00	\$ -	21.00	0.00%
8.23	Temporary Traffic Control	LS	1.00		1.00	\$55,000.00	\$ 55,000.00	0.25	\$ 13,750.00	0.25	\$ 13,750.00	0.75	25.00%
8.24	Portable Dynamic Message Sign (PDMS)	DAY	120.00		120.00	\$ 75.00	\$ 9,000.00	30	\$ 2,250.00	30.00	\$ 2,250.00	90.00	25.00%
8.25	Removal of Type A Sign Assembly	EA	10.00		10.00	\$ 75.00	\$ 750.00	0	\$ -	0.00	\$ -	10.00	0.00%
8.26	Install Type A Sign Assembly	EA	26.00		26.00	\$ 375.00	\$ 9,750.00	11	\$ 4,125.00	11.00	\$ 4,125.00	15.00	42.31%
8.27	Removal and Reinstall Type B Sign Assembly	EA	3.00		3.00	\$ 1,750.00	\$ 5,250.00	0	\$ -	0.00	\$ -	3.00	0.00%
8.28	PSSTP Anchor Triangular Slip Base Assembly for Type B Sign Assembly	EA	2.00		2.00	\$ 475.00	\$ 950.00	0	\$ -	0.00	\$ -	2.00	0.00%
8.29	Concrete Footing for Breakaway Type B Sign Post, 2'-6" Dia. x 7'-6"	EA	4.00		4.00	\$ 2,000.00	\$ 8,000.00	0	\$ -	0.00	\$ -	4.00	0.00%
8.30	Steel Breakaway Sign Post for Type B Signs, W8 x W21	LF	22.00		22.00	\$ 125.00	\$ 2,750.00	0	\$ -	0.00	\$ -	22.00	0.00%
8.31	I-35 Ramp Signalization	LS	1.00		1.00	\$292,152.30	\$ 292,152.30	1	\$ 292,152.30	1.00	\$ 292,152.30	-	100.00%
8.32	Bracket for PTZ Camera	LS	1.00		1.00	\$ 1,854.60	\$ 1,854.60	1	\$ 1,854.60	1.00	\$ 1,854.60	-	100.00%
8.33	Painted Symbols and Legends, Temp	EA	9.00		9.00	\$ 137.50	\$ 1,237.50	9	\$ 1,237.50	9.00	\$ 1,237.50	-	100.00%
8.34	Painted Pavement Markings, Temp	STA	49.70		49.70	\$ 46.75	\$ 2,323.48	49.7	\$ 2,323.48	49.70	\$ 2,323.48	-	100.00%
8.35	(EWO) Traffic Control	EA		1.00	1.00	\$ 3,300.00	\$ 3,300.00	1	\$ 3,300.00	0.00	\$ -	-	100.00%
DIVISION 9- SITE WORK AND LANDSCAPING													
9.01	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	8.70		8.70	\$ 500.00	\$ 4,350.00	1	\$ 500.00	1.00	\$ 500.00	7.70	11.49%
9.02	Conventional Seeding, Seeding and Fertilizing, Type 6	AC	5.80		5.80	\$ 2,500.00	\$ 14,500.00	0	\$ -	0.00	\$ -	5.80	0.00%
9.03	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	5.80		5.80	\$ 3,800.00	\$ 22,040.00	6.18	\$ 23,484.00	6.18	\$ 23,484.00	(0.38)	106.55%
9.04	Filter Sock, 9" Dia.	LF	9,250.00		9,250.00	\$ 2.00	\$ 18,500.00	175	\$ 350.00	175.00	\$ 350.00	9,075.00	1.89%
9.05	Filter Sock, 12" Dia.	LF	240.00		240.00	\$ 4.00	\$ 960.00	0	\$ -	0.00	\$ -	240.00	0.00%
9.06	Filter Sock, Removal	LF	9,490.00		9,490.00	\$ 0.40	\$ 3,796.00	0	\$ -	0.00	\$ -	9,490.00	0.00%
9.07	Check Dam, Rock	TON	24.00		24.00	\$ 75.00	\$ 1,800.00	0	\$ -	0.00	\$ -	24.00	0.00%
9.08	Rip Rap, Class E Revetment	TON	131.00		131.00	\$ 75.00	\$ 9,825.00	90	\$ 6,750.00	90.00	\$ 6,750.00	41.00	68.70%
9.09	Rip Rap, Erosion Stone	TON	42.00		42.00	\$ 75.00	\$ 3,150.00	0	\$ -	0.00	\$ -	42.00	0.00%
9.10	Silt Fence or Silt Fence Ditch Check	LF	7,250.00		7,250.00	\$ 2.00	\$ 14,500.00	65	\$ 130.00	65.00	\$ 130.00	7,185.00	0.90%
9.11	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	7,250.00		7,250.00	\$ 0.10	\$ 725.00	0	\$ -	0.00	\$ -	7,250.00	0.00%
9.12	Stabilized Construction Entrance	SY	480.00		480.00	\$ 10.00	\$ 4,800.00	0	\$ -	0.00	\$ -	480.00	0.00%
9.13	Erosion Control Mulching, Conventional	AC	8.70		8.70	\$ 600.00	\$ 5,220.00	1	\$ 600.00	1.00	\$ 600.00	7.70	11.49%
9.14	Inlet Protection Device, Drop-In	EA	50.00		50.00	\$ 200.00	\$ 10,000.00	28	\$ 5,600.00	28.00	\$ 5,600.00	22.00	56.00%
9.15	Inlet Protection Device, Surface Applied	EA	50.00		50.00	\$ 200.00	\$ 10,000.00	0	\$ -	0.00	\$ -	50.00	0.00%
9.16	Inlet Protection Device, Maintenance	EA	100.00		100.00	\$ 25.00	\$ 2,500.00	0	\$ -	0.00	\$ -	100.00	0.00%
DIVISION 10- DEMOLITION													
10.01	Demolition of Building Structures	LS	1.00		1.00	\$37,500.00	\$ 37,500.00	1	\$ 37,500.00	1.00	\$ 37,500.00	-	100.00%
DIVISION 11- MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	\$500,000.00	\$ 500,000.00	1	\$ 500,000.00	1.00	\$ 500,000.00	-	100.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$10,000.00	\$ 10,000.00	0.75	\$ 7,500.00	0.75	\$ 7,500.00	0.25	75.00%
11.04	Telebelt for Concrete Placement	EA		1.00	1.00	\$ 4,468.75	\$ 4,468.75	1	\$ 4,468.75	0.00	\$ 4,468.75	-	100.00%
11.03	Concrete Washout	LS	1.00		1.00	\$10,000.00	\$ 10,000.00	0.75	\$ 7,500.00	0.75	\$ 7,500.00	0.25	75.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 5,439,537.03

\$ 4,366,992.13

\$ 4,211,058.73

-19.72%



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #11 in the amount of \$112,265.11 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #11



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

Date of Council Meeting 05/15/23 **PAYMENT REQUEST #** 11
From: 04/02/23 through: 04/29/23

Contract Summary

Original Contract Amount:	\$	3,996,224.75	
Net change by Change Orders:	\$	51,738.28	
Contract Amount to Date: (line 1 ± 2)	\$	4,047,963.03	
Total completed and stored to date:	\$	3,013,601.83	
Retainage: 5 % of Completed Work:	\$	150,680.09	
Total Earned less Retainage:	\$	2,862,921.74	
Less previous applications for payment:	\$	2,750,656.63	
SUBTOTAL	\$		112,265.11

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

CURRENT PAYMENT DUE \$ 112,265.11

Balance to finish, including retainage: \$ 1,185,041.29

Contract Time Remaining (If applicable) 27.5 WORKING DAYS

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

Construction Contractor Approval: Absolute Concrete Construction, Inc.
Firm Name

Signature

Date

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

Signature

Date

City of Ankeny Staff Approval

Signature

Date

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

CONTRACT PRICE DETAIL

No.	Item Code	Description (Include Change Order # if Applicable)	Units	Original Proposed Quantity	Quantity Change (By Change Order)	Total Quantity	Unit Price	Extended Price	Total Quantity This Pay Period	Value This Pay Period	Total Quantity from Previous Pay Period	Total Quantity Complete	Total Value of Completed Work	Remaining Quantity	Percent Complete
2.01	2010-A	Clearing and Grubbing	UNIT	42.5		42.5	\$ 155.00	\$ 6,587.50		\$ -	42.5	42.5	\$ 6,587.50	-	100.00%
2.02	2010-D-1	Topsoil, On-site, 6 Inch Depth	CY	3,244		3,244	\$ 18.00	\$ 58,392.00		\$ -	2595	2595	\$ 46,710.00	649	79.99%
2.03	2010-E	Excavation, Class 10	CY	7,125		7,125	\$ 10.00	\$ 71,250.00		\$ -	6768.5	6768.5	\$ 67,685.00	357	95.00%
2.04	2010-G	Subgrade Preparation, 6 Inch Depth	SY	14,836		14,836	\$ 2.50	\$ 37,090.00		\$ -	13465.9	13465.9	\$ 33,664.75	1,370	90.77%
2.05	2010-G	Subgrade Preparation, 12 Inch Depth	SY	5,379		5,379	\$ 4.00	\$ 21,516.00	709	\$ 2,836.00	643	1352	\$ 5,408.00	4,027	25.13%
2.06	2010-H	Subgrade Treatment, Geogrid, Triangular	SY	2,000		2,000	\$ 6.00	\$ 12,000.00		\$ -	27	27	\$ 162.00	1,973	1.35%
2.07	2010-I	Subbase, Modified, 8 Inch Depth	SY	15,527		15,527	\$ 13.00	\$ 201,851.00	162.6	\$ 2,113.80	13994.3	14156.9	\$ 184,039.70	1,370	91.18%
2.08	2010-I	Subbase, Modified, 12 Inch Depth	SY	130		130	\$ 28.00	\$ 3,640.00		\$ -	140	140	\$ 3,920.00	(10)	107.69%
2.09	2010-L	Compaction Testing	LS	1		1	\$ 5,000.00	\$ 5,000.00	0.1	\$ 500.00	0.8	0.9	\$ 4,500.00	0	90.00%
3.01	3010-F	Trench Compaction Testing	LS	1		1	\$ 1,500.00	\$ 1,500.00	0.1	\$ 150.00	0.8	0.9	\$ 1,350.00	0	90.00%
4.01	4020-A-1	Storm Sewer, Trenched, RCP, 15 Inch Diameter	LF	448		448	\$ 60.00	\$ 26,880.00		\$ -	448	448	\$ 26,880.00	-	100.00%
4.02	4020-A-1	Storm Sewer, Trenched, RCP, 24 Inch Diameter	LF	16		16	\$ 100.00	\$ 1,600.00		\$ -	0	0	\$ -	16	0.00%
4.03	4020-A-1	Storm Sewer, Trenched, RCP, 30 Inch Diameter	LF	132		132	\$ 110.00	\$ 14,520.00	26	\$ 2,860.00	128	154	\$ 16,940.00	(22)	116.67%
4.04	4020-A-1	Storm Sewer, Trenched, RCP, 36 Inch Diameter	LF	16		16.0	\$ 120.00	\$ 1,920.00		\$ -	19.5	19.5	\$ 2,340.00	(3.5)	121.88%
4.05	4020-A-1	Storm Sewer, Trenched, RCAP, 29 Inch x 18 Inch Diameter	LF	8		8	\$ 150.00	\$ 1,200.00		\$ -	8	8	\$ 1,200.00	-	100.00%
4.06	4020-D	Removal of Storm Sewer, Less Than 36 Inch Diameter	LF	440		440	\$ 20.00	\$ 8,800.00	66	\$ 1,320.00	374	440	\$ 8,800.00	-	100.00%
4.07	4040-A	Subdrain, Corrugated PVC, Type 1, 6 Inch Diameter	LF	3,153		3,153	\$ 12.00	\$ 37,836.00		\$ -	3153	3153	\$ 37,836.00	-	100.00%
4.08	4040-C	Subdrain Cleanout, Type A-1, 6 Inch Diameter	EA	1		1	\$ 500.00	\$ 500.00		\$ -	1	1	\$ 500.00	-	100.00%
4.09	4040-D	Subdrain Outlets and Connections, Outlet to Structure	EA	38		38	\$ 350.00	\$ 13,300.00		\$ -	38	38	\$ 13,300.00	-	100.00%
5.01	5010-A-1	Water Main, Trenched, PVC, 12 Inch Diameter	LF	2,615		2,615	\$ 80.00	\$ 209,200.00		\$ -	2615	2615	\$ 209,200.00	-	100.00%
5.02	5010-A-1	Water Main, Trenched, PVC, 10 Inch Diameter	LF	40		40	\$ 75.00	\$ 3,000.00		\$ -	40	40	\$ 3,000.00	-	100.00%
5.03	5010-A-1	Water Main, Trenched, PVC, 8 Inch Diameter	LF	85		85	\$ 70.00	\$ 5,950.00		\$ -	65	65	\$ 4,550.00	20	76.47%
5.04	5010-A-2	Water Main, Trenchless, PVC, 10 Inch Diameter	LF	50		50	\$ 300.00	\$ 15,000.00		\$ -	50	50	\$ 15,000.00	-	100.00%
5.05	5010-C-1	Fitting, By Weight	LB	1,858		1,858	\$ 12.00	\$ 22,296.00		\$ -	1656	1656	\$ 19,872.00	202	89.13%
5.06	5020-A	Valve, Gate, 12 Inch Diameter	EA	4		4	\$ 4,000.00	\$ 16,000.00		\$ -	4	4	\$ 16,000.00	-	100.00%
5.07	5020-A	Valve, Gate, 10 Inch Diameter	EA	1		1	\$ 3,500.00	\$ 3,500.00		\$ -	1	1	\$ 3,500.00	-	100.00%
5.08	5020-A	Valve, Gate, 8 Inch Diameter	EA	1		1	\$ 3,000.00	\$ 3,000.00		\$ -	1	1	\$ 3,000.00	-	100.00%
5.09	5020-A	Valve, Gate, 6 Inch Diameter, Auxiliary	EA	1		1	\$ 2,500.00	\$ 2,500.00		\$ -	1	1	\$ 2,500.00	-	100.00%
5.10	5020-B	Tapping Valve Assembly, 10 Inch	EA	1		1	\$ 7,500.00	\$ 7,500.00		\$ -	1	1	\$ 7,500.00	-	100.00%
5.11	5020-B	Service Saddle Tap, 2 Inch Diameter	EA	1		1	\$ 2,500.00	\$ 2,500.00		\$ -	1	1	\$ 2,500.00	-	100.00%
5.12	5020-C	Fire Hydrant Assembly	EA	2		2	\$ 5,500.00	\$ 11,000.00		\$ -	2	2	\$ 11,000.00	-	100.00%
5.13	5020-F	Valve Box Extension	EA	4		4	\$ 500.00	\$ 2,000.00		\$ -	4	4	\$ 2,000.00	-	100.00%
5.14	5020-H	Fire Hydrant Adjustment	EA	1		1	\$ 1,500.00	\$ 1,500.00		\$ -	1	1	\$ 1,500.00	-	100.00%
5.15	5020-J	Valve Removal	EA	2		2	\$ 500.00	\$ 1,000.00		\$ -	2	2	\$ 1,000.00	-	100.00%
5.16	5010-999-A	Removal of Water Main, Less Than or Equal to 12 Inch Diameter	LF	77		77	\$ 20.00	\$ 1,540.00		\$ -	68	68	\$ 1,360.00	9	88.31%
5.17	5010-999-B	Filling and Plugging Water Main, 12 Inch Diameter	LF	93		93	\$ 50.00	\$ 4,650.00		\$ -	93	93	\$ 4,650.00	-	100.00%
5.18	5020-999-A	Fire Hydrant Removal	EA	2		2	\$ 500.00	\$ 1,000.00		\$ -	2	2	\$ 1,000.00	-	100.00%
5.19	5020-999-B	Reinstall Fire Hydrant	EA	2		2	\$ 1,500.00	\$ 3,000.00		\$ -	2	2	\$ 3,000.00	-	100.00%
5.20	5999-A	Irrigation Sleeving, Trenchless HDPE, 3 Inch Diameter	LF	445		445	\$ 45.00	\$ 20,025.00		\$ -	445	445	\$ 20,025.00	-	100.00%
5.21	5999-B	12 Inch Ground Box	EA	4		4	\$ 1,000.00	\$ 4,000.00		\$ -	0	0	\$ -	4	0.00%
6.01	6010-A	Manhole, SW-401, 48 Inch Diameter	EA	4		4	\$ 3,500.00	\$ 14,000.00		\$ -	4	4	\$ 14,000.00	-	100.00%
6.02	6010-A	Manhole, SW-401, 60 Inch Diameter	EA	2		2	\$ 5,000.00	\$ 10,000.00		\$ -	2	2	\$ 10,000.00	-	100.00%
6.03	6010-A	Manhole, SW-401, 72 Inch Diameter	EA	1		1	\$ 8,000.00	\$ 8,000.00		\$ -	1	1	\$ 8,000.00	-	100.00%
6.04	6010-B	Intake, SW-501	EA	4		4	\$ 3,000.00	\$ 12,000.00		\$ -	4	4	\$ 12,000.00	-	100.00%
6.05	6010-B	Intake, SW-502, Top	EA	1		1	\$ 2,500.00	\$ 2,500.00		\$ -	1	1	\$ 2,500.00	-	100.00%
6.06	6010-B	Intake, SW-503	EA	2		2	\$ 4,500.00	\$ 9,000.00	1	\$ 4,500.00	1	2	\$ 9,000.00	-	100.00%
6.07	6010-B	Intake, SW-505	EA	6		6	\$ 4,000.00	\$ 24,000.00		\$ -	5	5	\$ 20,000.00	1	83.33%
6.08	6010-B	Intake, SW-506, Modified	EA	1		1	\$ 8,500.00	\$ 8,500.00		\$ -	1	1	\$ 8,500.00	-	100.00%
6.09	6010-E	Intake Adjustment, Minor	EA	7		7	\$ 500.00	\$ 3,500.00		\$ -	3	3	\$ 1,500.00	4	42.86%
6.10	6010-F	Manhole Adjustment, Major	EA	3		3	\$ 1,500.00	\$ 4,500.00		\$ -	1	1	\$ 1,500.00	2	33.33%
6.11	6010-F	Intake Adjustment, Major	EA	3		3	\$ 1,500.00	\$ 4,500.00	1	\$ 1,500.00	1	2	\$ 3,000.00	1	66.67%
6.12	6010-G	Connection to Existing Intake	EA	1		1	\$ 1,500.00	\$ 1,500.00		\$ -	2	2	\$ 3,000.00	(1)	200.00%
6.13	6010-H	Remove Manhole	EA	4		4	\$ 1,500.00	\$ 6,000.00	3	\$ 4,500.00	1	4	\$ 6,000.00	-	100.00%
6.14	6010-H	Remove Intake	EA	11		11	\$ 1,500.00	\$ 16,500.00	2	\$ 3,000.00	9	11	\$ 16,500.00	-	100.00%
7.01	7010-A	Pavement, PCC, Class C-SUD, 9 Inch Depth	SY	16,445		16,445	\$ 80.00	\$ 1,315,600.00	759	\$ 60,720.00	11476	12235	\$ 978,800.00	4,210.0	74.40%
7.02	7010-A	Pavement, PCC, Class C-SUD, 8 Inch Depth	SY	1,003		1,003	\$ 85.00	\$ 85,255.00		\$ -	565	565	\$ 48,025.00	438	56.33%
7.03	7010-E	Curb and Gutter, 2.5 Foot Width, 9 Inch Thickness	LF	45		45	\$ 80.00	\$ 3,600.00	60	\$ 4,800.00	0	60	\$ 4,800.00	(15)	133.33%
7.04	7010-F	Beam Curb	LF	337		337	\$ 30.00	\$ 10,110.00		\$ -	174	174	\$ 5,220.00	163	51.63%
7.05	7010-G	Concrete Median, 6 Inch Depth	SY	669		669	\$ 80.00	\$ 53,520.00		\$ -	113	113	\$ 9,040.00	556	16.89%
7.06	7010-G	Concrete Median, Doweled, 6 Inch Depth	SY	154		154	\$ 150.00	\$ 23,100.00		\$ -	0	0	\$ -	154	0.00%
7.07	7010-I	PCC Pavement Samples and Testing	LS	1		1	\$ 16,000.00	\$ 16,000.00	0.1	\$ 1,600.00	0.7	0.8	\$ 12,800.00	0	80.00%

CONTRACT PRICE DETAIL

No.	Item Code	Description (Include Change Order # if Applicable)	Units	Original Proposed Quantity	Quantity Change (By Change Order)	Total Quantity	Unit Price	Extended Price	Total Quantity This Pay Period	Value This Pay Period	Total Quantity from Previous Pay Period	Total Quantity Complete	Total Value of Completed Work	Remaining Quantity	Percent Complete
7.08	7030-A	Removal of Sidewalk	SY	2,089		2,089	\$ 12.00	\$ 25,068.00		\$ -	1984.55	1984.55	\$ 23,814.60	104	95.00%
7.09	7030-A	Removal of Driveway	SY	1,759		1,759	\$ 12.00	\$ 21,108.00		\$ -	1759	1759	\$ 21,108.00	-	100.00%
7.10	7030-E	Sidewalk, PCC, 6 Inch Depth	SY	267		267	\$ 60.00	\$ 16,020.00	20.4	\$ 1,224.00	166.3	186.7	\$ 11,202.00	80	69.93%
7.11	7030-E	Sidewalk, PCC, 5 Inch Depth	SY	990		990	\$ 50.00	\$ 49,500.00	298.6	\$ 14,930.00	433.9	732.5	\$ 36,625.00	258	73.99%
7.12	7030-E	Sidewalk, PCC, 4 Inch Depth	SY	809		809	\$ 50.00	\$ 40,450.00	105.1	\$ 5,255.00	311.1	416.2	\$ 20,810.00	393	51.45%
7.13	7030-E	Sidewalk, PCC, Colored and Textured Concrete, 6 Inch	SY	185		185	\$ 150.00	\$ 27,750.00		\$ -	101	101	\$ 15,150.00	84	54.59%
7.14	7030-G	Detectable Warning, Galvanized Steel	SF	415		415	\$ 55.00	\$ 22,825.00	18	\$ 990.00	242	260	\$ 14,300.00	155	62.65%
7.15	7030-H-1	Driveway, Paved, PCC, 7 Inch Depth	SY	808		808	\$ 80.00	\$ 64,640.00		\$ -	808	808	\$ 64,640.00	-	100.00%
7.16	7030-H-2	Driveway, Granular, 6 Inch	TON	25		25	\$ 45.00	\$ 1,125.00		\$ -	0	0	\$ -	25	0.00%
7.17	7040-H	Pavement Removal	SY	3,004		3,004	\$ 16.00	\$ 48,064.00		\$ -	2488.2	2488.2	\$ 39,811.20	516	82.83%
7.18	7040-I	Curb and Gutter Removal	LF	3,461		3,461	\$ 20.00	\$ 69,220.00	60	\$ 1,200.00	2342.1	2402.1	\$ 48,042.00	1,059	69.40%
8.01	8010-A	Traffic Signal, NW 36th Street and NW Ash Drive	LS	1		1	\$ 230,000.00	\$ 230,000.00		\$ -	0	0	\$ -	1	0.00%
8.02	8010-A	Traffic Signal, NW 36th Street and N Ankeny Boulevard	LS	1		1	\$ 255,000.00	\$ 255,000.00		\$ -	0.95	0.95	\$ 242,250.00	0	95.00%
8.03	8010-A	Traffic Signal Modifications, NW 36th St and N Ankeny Blvd	LS	1		1	\$ 6,000.00	\$ 6,000.00		\$ -	1	1	\$ 6,000.00	-	100.00%
8.04	8020-C	Painted Pavement Markings, Durable	STA	243		243	\$ 100.00	\$ 24,300.00		\$ -	0	0	\$ -	243	0.00%
8.05	8020-F	Wet, Retroreflective Removable Tape Markings	STA	44		44	\$ 140.00	\$ 6,160.00		\$ -	14.12	14.12	\$ 1,976.80	30	32.09%
8.06	8020-G	Painted Symbols and Legends, Durable	EA	32		32	\$ 225.00	\$ 7,200.00		\$ -	0	0	\$ -	32	0.00%
8.07	8020-J	Raised Pavement Markers	EA	245		245	\$ 9.50	\$ 2,327.50		\$ -	0	0	\$ -	245	0.00%
8.08	8020-K	Pavement Markings Removed	STA	147		147	\$ 85.00	\$ 12,495.00		\$ -	0	0	\$ -	147	0.00%
8.09	8020-L	Symbols and Legends Removed	EA	11		11	\$ 125.00	\$ 1,375.00		\$ -	0	0	\$ -	11	0.00%
8.10	8020-M	Grooves Cut for Pavement Markings	STA	200		200	\$ 85.00	\$ 17,000.00		\$ -	0	0	\$ -	200	0.00%
8.11	8020-N	Grooves Cut for Symbols and Legends	EA	32		32	\$ 125.00	\$ 4,000.00		\$ -	0	0	\$ -	32	0.00%
8.12	8030-A	Temporary Traffic Control	LS	1		1	\$ 50,000.00	\$ 50,000.00		\$ -	0.9	0.9	\$ 45,000.00	0	90.00%
8.13	8030-999-A	Flagger	CDAY	30		30	\$ 750.00	\$ 22,500.00		\$ -	0	0	\$ -	30	0.00%
8.14	8030-999-B	Portable Dynamic Message Sign (PDMS)	CDAY	70		70	\$ 100.00	\$ 7,000.00		\$ -	41	41	\$ 4,100.00	29	58.57%
8.15	8999-A	Fiber Optic Cable, 96-CNT	LF	3,130		3,130	\$ 3.00	\$ 9,390.00		\$ -	1878	1878	\$ 5,634.00	1,252	60.00%
8.16	8999-A	Conduit, Fiber Optic, Blue HDPE, 2 Inch Diameter	LF	2,660		2,660	\$ 12.00	\$ 31,920.00		\$ -	2660	2660	\$ 31,920.00	-	100.00%
8.17	8999-B	Fiber Optic Splice	EA	102		102	\$ 55.00	\$ 5,610.00		\$ -	62	62	\$ 3,410.00	40	60.78%
8.18	8999-B	Type III Handhole, 36 Inch x 24 Inch x 30 Inch	EA	1		1	\$ 1,200.00	\$ 1,200.00		\$ -	1	1	\$ 1,200.00	-	100.00%
8.19	8999-B	Type IV Handhole, 48 Inch x 30 Inch x 36 Inch	EA	3		3	\$ 1,500.00	\$ 4,500.00		\$ -	3	3	\$ 4,500.00	-	100.00%
8.20	8999-B	Splice Case	EA	1		1	\$ 650.00	\$ 650.00		\$ -	0	0	\$ -	1	0.00%
8.21	8999-B	Fiber Enclosure, 1 Panel Capacity, SPH-01P, DIN Rail Mounted	EA	1		1	\$ 121.00	\$ 121.00		\$ -	0	0	\$ -	1	0.00%
8.22	8999-B	Fiber Enclosure, 4 Panel Capacity, CCH-02U	EA	1		1	\$ 450.00	\$ 450.00		\$ -	0	0	\$ -	1	0.00%
8.23	8999-B	CCH Panel, 12 Ct, CCH-CP12-A9-P03RH	EA	1		1	\$ 550.00	\$ 550.00		\$ -	0	0	\$ -	1	0.00%
8.24	8999-B	CCH Cassette, 12 Ct, CCH-CS12-A9-POORE	EA	3		3	\$ 498.00	\$ 1,494.00		\$ -	0	0	\$ -	3	0.00%
8.25	8999-B	Fiber Hub Cabinet Footing	EA	1		1	\$ 1,800.00	\$ 1,800.00		\$ -	1	1	\$ 1,800.00	-	100.00%
8.26	8999-C	Fiber Hub Cabinet, 12" Riser	LS	1		1	\$ 950.00	\$ 950.00		\$ -	1	1	\$ 950.00	-	100.00%
8.27	8999-D	Traffic Signs, Removals and Installation	LS	1		1	\$ 20,000.00	\$ 20,000.00		\$ -	0.5	0.5	\$ 10,000.00	1	50.00%
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	3.6		3.6	\$ 750.00	\$ 2,700.00		\$ -	0	0	\$ -	3.6	0.00%
9.02	9010-A	Conventional Seeding and Fertilizing, Type 6	AC	3.6		3.6	\$ 2,500.00	\$ 9,000.00	1.27	\$ 3,175.00	0.01	1.28	\$ 3,200.00	2.3	35.56%
9.03	9020-A	Sod	SQ	9		9	\$ 200.00	\$ 1,800.00		\$ -	0	0	\$ -	9	0.00%
9.04	9040-D-1	Filter Sock, 9 Inch Diameter	LF	5,435		5,435	\$ 2.75	\$ 14,946.25		\$ -	1488	1488	\$ 4,092.00	3,947	27.38%
9.05	9040-D-2	Filter Socks, Removal	LF	5,435		5,435	\$ 0.50	\$ 2,717.50		\$ -	0	0	\$ -	5,435	0.00%
9.06	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	7.2		7.2	\$ 3,500.00	\$ 25,200.00		\$ -	2.9	2.9	\$ 10,150.00	4.3	40.28%
9.07	9040-T-1	Inlet Protection Device, Surface-Applied	EA	28		28	\$ 185.00	\$ 5,180.00		\$ -	10	10	\$ 1,850.00	18	35.71%
9.08	9040-T-1	Inlet Protection Device, Drop-In	EA	38		38	\$ 200.00	\$ 7,600.00		\$ -	97	97	\$ 19,400.00	(59)	255.26%
9.09	9040-T-2	Inlet Protection Device, Maintenance	EA	76		76	\$ 40.00	\$ 3,040.00		\$ -	3	3	\$ 120.00	73	3.95%
9.10	9072-A	Combined Concrete Sidewalk and Retaining Wall	CY	39		39	\$ 450.00	\$ 17,550.00		\$ -	39	39	\$ 17,550.00	-	100.00%
11.01	11,020-A	Mobilization	LS	1		1	\$ 280,000.00	\$ 280,000.00		\$ -	1	1	\$ 280,000.00	-	100.00%
11.02	11,040-B	Temporary Granular Sidewalk	SY	300		300	\$ 20.00	\$ 6,000.00		\$ -	150	150	\$ 3,000.00	150	50.00%
11.03	11,050-A	Concrete Washout, Roll-off Container	LS	1		1	\$ 10,000.00	\$ 10,000.00	0.1	\$ 1,000.00	0.7	0.8	\$ 8,000.00	0	80.00%
11.04	11,999-A	Remove, Salvage, and Relocate Mailbox	EA	2		2	\$ 1,750.00	\$ 3,500.00		\$ -	1	1	\$ 1,750.00	1	50.00%

CONTRACT PRICE DETAIL

No.	Item Code	Description (Include Change Order # if Applicable)	Units	Original Proposed Quantity	Quantity Change (By Change Order)	Total Quantity	Unit Price	Extended Price	Total Quantity This Pay Period	Value This Pay Period	Total Quantity from Previous Pay Period	Total Quantity Complete	Total Value of Completed Work	Remaining Quantity	Percent Complete
Change Order															
4.10	4020-999-A	Storm Pipe Collar	EA		2	2	\$ 1,431.90	\$ 2,863.80		\$ -	2	2	\$ 2,863.80	-	100.00%
8.28	8999-E	Traffic Signal Foundation Casings	EA		2	2	\$ 3,108.00	\$ 6,216.00		\$ -	2	2	\$ 6,216.00	-	100.00%
5.20	5020-B	Water Service Stubs, 1 Inch Dia., Copper	EA		1	1	\$ 3,885.00	\$ 3,885.00		\$ -	1	1	\$ 3,885.00	-	100.00%
8.29	8999-F	Temporary Pedestrian Push Buttons	EA		4	4	\$ 555.00	\$ 2,220.00		\$ -	4	4	\$ 2,220.00	-	100.00%
8.30	8020-B	Painted Pavement Markings, Solvent	STA		86	86	\$ 47.18	\$ 4,057.48		\$ -	86	86	\$ 4,057.48	-	100.00%
8.31	8020-G	Painted Symbols and Legends, Solvent	EA		22	22	\$ 138.75	\$ 3,052.50		\$ -	22	22	\$ 3,052.50	-	100.00%
8.32	8030-A	Temporary Traffic Control - Winter Shutdown	LS		1	1	\$ 1,665.00	\$ 1,665.00		\$ -	1	1	\$ 1,665.00	-	100.00%
8.33	8999-G	Traffic Signs, Installation and Removal	EA		7	7	\$ 166.50	\$ 1,165.50		\$ -	7	7	\$ 1,165.50	-	100.00%
2.11	2999-A	Rock Safety Edge	TON		330	330	\$ 24.80	\$ 8,184.00		\$ -	330	330	\$ 8,184.00	-	100.00%
7.19	7010-A	Temporary PCC Connections	SY		68	68	\$ 129.00	\$ 8,772.00		\$ -	68	68	\$ 8,772.00	-	100.00%
11.05	11,999-B	ST-28 Modifications and Grading	LS		1	1	\$ 9,657.00	\$ 9,657.00		\$ -		1	\$ -	-	0.00%
TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE								\$ 4,047,963.03		\$ 118,173.80			\$ 3,013,601.83		74.45%

Previous Applications for Payment

#	Date	Amount
1	5/16/2022	\$ 51,424.45
2	6/20/2022	\$ 120,489.26
3	7/18/2022	\$ 475,828.78
4	8/15/2022	\$ 256,068.32
5	9/19/2022	\$ 623,729.53
6	10/17/2022	\$ 546,415.68
7	11/21/2022	\$ 304,390.02
8	12/19/2022	\$ 287,612.83
9	1/3/2023	\$ 25,701.29
10	4/17/2023	\$ 58,996.47
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

TOTAL \$ 2,750,656.63

Please update Payment Application Sheet

#	Date	Amount
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

Record of Change Orders

#	Date	Amount
1	9/19/2022	\$ 12,964.80
2	10/17/2022	\$ 2,220.00
3	12/19/2022	\$ 9,940.48
4	4/14/2023	\$ 16,956.00
5	5/5/2023	\$ 9,657.00
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		\$ 51,738.28

Contract Time Remaining:

CONTRACT PERIOD:	WORKING DAYS
Original Contract Date:	January 18, 2022
Start Date:	April 18, 2022
Contract Working Days	140
Added by Change Order:	24
Contract Time to Date:	136.5
Time Used to Date:	83%
Contract Time Remaining:	17%



May 5, 2023

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

RE: NW 36TH STREET WIDENING – NW ASH DRIVE TO N ANKENY BOULEVARD
PARTIAL PAYMENT APPLICATION NO. 11
CHANGE ORDER NO. 5
FINANCE PROJECT NO. 965.4451
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

Partial Payment Application No. 11 includes work completed between April 2, 2023, and April 29, 2023. The Contractor's work through this period includes underground, grading, and paving of NW 36th Street right turn lane at N Ankeny Boulevard. We recommend payment of \$112,265.11 to the Contractor, Absolute Concrete Construction, Inc., for work completed through April 29, 2023. 74.5% of the total contract work has been completed and 136.5 of the 164 working days (83%) have been charged through the pay application.

Change Order No. 5 includes modifications to an existing storm sewer structure. This change order adds six (6) working days to the Contract. We recommend approval of change order no. 5 in the amount of \$9,657.00.

Please contact me should you have any questions on this partial payment application. We will be in attendance at the May 15, 2023, council meeting to answer any questions regarding this partial payment application.

Sincerely,

SNYDER & ASSOCIATES, INC.

Jordan M. Stoermer, P.E.
Project Manager

cc: Mark Land, P.E., Snyder & Associates, Inc.
Logan Jarvis, E.I., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$62,624.73 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: May 15, 2023 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: April 3, 2023 Through: April 29, 2023

Contract Summary

Original Contract Amount: \$ 1,816,990.10
Net change by Change Orders: \$ 59,569.05
Contract Amount to Date: (line 1 ± 2) \$ 1,876,559.15

Total completed and stored to date: \$ 869,122.09
Retainage: 5 % of Completed Work: \$ 43,456.10
Total Earned less Retainage: \$ 825,665.99
Less previous applications for payment: \$ 763,041.26
SUBTOTAL \$ 62,624.73

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 62,624.73

Balance to finish, including retainage: \$ 1,050,893.16

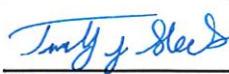
Contract Time Remaining (If applicable) 10.00 Working Days

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

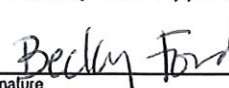
Construction Contractor Approval: Absolute Concrete Construction, Inc.

Signature:  Firm Name: Absolute Concrete Construction, Inc. Date: 5-2-23

Engineer / Consultant Approval: JEO Consulting Group

Signature:  Firm Name: JEO Consulting Group Date: 05-03-2023

City of Ankeny Staff Approval:

Signature:  Date: 05/03/2023

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	EARTHWORK	LS	1.00		1.00	\$15,000.00	\$ 15,000.00		\$ -	1.00	1.00	\$ 15,000.00	0.00	100.00%
2.02	CLEARING AND GRUBBING	CY	316.00		316.00	\$65.00	\$ 20,540.00		\$ -	0.00	0.00	\$ -	316.00	0.00%
2.03	TOPSOIL OFF-SITE	CY	592.00		592.00	\$25.00	\$ 14,800.00		\$ -	250.00	250.00	\$ 6,250.00	342.00	42.23%
2.04	EXCAVATION, CLASS 10	CY	5,556.00		5,556.00	\$4.00	\$ 22,224.00		\$ -	2,144.00	2,144.00	\$ 8,576.00	3,412.00	38.59%
2.05	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	1,389.00		1,389.00	\$6.00	\$ 8,334.00		\$ -	246.00	246.00	\$ 1,476.00	1,143.00	17.71%
2.06	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	5,556.00		5,556.00	\$12.00	\$ 66,672.00		\$ -	2,144.00	2,144.00	\$ 25,728.00	3,412.00	38.59%
2.07	SUBBASE, MODIFIED	LS	1.00		1.00	\$5,000.00	\$ 5,000.00		\$ -	0.33	0.33	\$ 1,650.00	0.67	33.00%
2.07	COMPACTION TESTING	LS	1.00		1.00	\$5,000.00	\$ 5,000.00		\$ -	0.33	0.33	\$ 1,650.00	0.67	33.00%
3.01	TRENCH EXCAVATION AND BACKFILL	LS	1.00		1.00	\$5,000.00	\$ 5,000.00	0.10	\$ 500.00	0.30	0.40	\$ 2,000.00	0.60	40.00%
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$5,000.00	\$ 5,000.00		\$ -	0.30	0.30	\$ 1,500.00	0.70	30.00%
4.01	SEWERS AND DRAINS	LF	1,249.00		1,249.00	\$95.00	\$ 118,855.00		\$ -	0.00	0.00	\$ -	0.00	0.00%
4.02	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 15 IN. DIA.	LF	104.00	(1,249.00)	0.00	\$57.00	\$ 5,928.00		\$ -	44.00	44.00	\$ 2,508.00	60.00	42.31%
4.03	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	1,249.00		1,249.00	\$106.00	\$ 132,394.00		\$ -	439.00	439.00	\$ 46,534.00	810.00	35.15%
4.04	STORM SEWER, TRENCHED, RCP, 48 IN. DIA.	LF	18.00		18.00	\$242.85	\$ 4,371.30		\$ -	24.00	24.00	\$ 5,828.40	6.00	133.33%
4.05	SANITARY SEWER SERVICE, PVC, 4"	LF	1,044.00	(1,044.00)	0.00	\$68.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
4.06	REMOVAL OF SANITARY SEWER, VCP, DIA. EQUAL TO OR LESS THAN 15 IN.	LF	1,255.00		1,255.00	\$30.00	\$ 37,650.00	50.00	\$ 1,500.00	464.00	514.00	\$ 15,420.00	741.00	40.96%
4.07	SANITARY SEWER TEMPORARY CLEANOUT	EA	3.00		3.00	\$550.00	\$ 1,650.00		\$ -	1.00	1.00	\$ 550.00	2.00	33.33%
4.08	REMOVAL OF STORM SEWER RCP, DIA. EQUAL TO OR LESS THAN 18 IN.	LF	99.00		99.00	\$15.00	\$ 1,485.00		\$ -	40.00	40.00	\$ 600.00	59.00	40.40%
4.09	FOOTING DRAIN COLLECTOR/SUBDRAIN, CORRUGATED PVC, 8 IN. DIA.	LF	2,399.00		2,399.00	\$26.70	\$ 64,053.30		\$ -	850.00	850.00	\$ 22,695.00	1,549.00	35.43%
4.10	TEMPORARY SUBDRAIN CAP	EA	2.00		2.00	\$60.00	\$ 120.00		\$ -	1.00	1.00	\$ 60.00	1.00	50.00%
4.11	FOOTING DRAIN OUTLETS AND CONNECTIONS, 8 IN. DIA.	EA	14.00		14.00	\$180.00	\$ 2,520.00		\$ -	6.00	6.00	\$ 1,080.00	8.00	42.86%
4.12	STORM SEWER SERVICE STUB, PVC, 1-1/2 IN. DIA.	EA	36.00		36.00	\$625.00	\$ 22,500.00		\$ -	10.00	10.00	\$ 6,250.00	26.00	27.78%
5.01	WATER MAINS AND APPURTENANCES	LF	1,253.00		1,253.00	\$40.00	\$ 50,120.00		\$ -	420.00	420.00	\$ 16,800.00	833.00	33.52%
5.02	WATER MAIN, TRENCHED, PVC C900, 8 IN. DIA.	EA	1.00		1.00	\$475.00	\$ 475.00		\$ -	1.00	1.00	\$ 475.00	0.00	100.00%
5.03	FITTING, REDUCER, 8" X 4" IN.	EA	1.00		1.00	\$425.00	\$ 425.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
5.04	FITTING, UNION, 4" X 4"	EA	1.00		1.00	\$576.00	\$ 576.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
5.05	FITTING, UNION, 8" X 8"	EA	2.00		2.00	\$545.25	\$ 1,090.50		\$ -	0.00	0.00	\$ -	2.00	0.00%
5.06	FITTING, 22.5 DEG., 8 IN.	EA	2.00		2.00	\$550.00	\$ 1,100.00		\$ -	2.00	2.00	\$ 1,100.00	0.00	100.00%
5.07	FITTING, 45 DEG., 8 IN.	EA	18.00		18.00	\$915.00	\$ 16,470.00		\$ -	6.00	6.00	\$ 5,490.00	12.00	33.33%
5.08	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., NEAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00		\$ -	6.00	6.00	\$ 5,490.00	12.00	33.33%
5.09	REMOVAL OF WATER MAIN	LF	1,256.00		1,256.00	\$22.50	\$ 28,260.00	780.00	\$ 12,480.00	450.00	450.00	\$ 10,125.00	806.00	35.83%
5.10	WATER MAIN, TEMPORARY, PEX, 2 IN. DIA.	LF	2,948.00		2,948.00	\$16.00	\$ 47,168.00		\$ -	852.00	1,632.00	\$ 26,112.00	1,316.00	55.36%
5.11	VALVE, GATE, 8 IN.	EA	5.00		5.00	\$1,725.00	\$ 8,625.00		\$ -	2.00	2.00	\$ 3,450.00	3.00	40.00%
5.12	FIRE HYDRANT ASSEMBLY (ALTERNATE PLAN)	EA	3.00		3.00	\$4,300.00	\$ 12,900.00		\$ -	0.50	0.50	\$ 2,150.00	2.50	16.67%
5.13	VALVE BOX REPLACEMENT	EA	2.00		2.00	\$540.00	\$ 1,080.00		\$ -	2.00	2.00	\$ 1,080.00	0.00	100.00%
5.14	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1.00		1.00	\$200.00	\$ 200.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
5.15	VALVE REMOVAL	EA	2.00		2.00	\$250.00	\$ 500.00		\$ -	2.00	2.00	\$ 500.00	0.00	100.00%
6.01	STRUCTURES FOR SANITARY AND STORM SEWERS	EA	3.00		3.00	\$9,800.00	\$ 29,400.00	1.00	\$ 9,800.00	1.00	2.00	\$ 19,600.00	1.00	66.67%
6.02	MANHOLE, SW-301, 48"	EA	1.00		1.00	\$10,525.00	\$ 10,525.00		\$ -	1.00	1.00	\$ 10,525.00	0.00	100.00%
6.03	MANHOLE, SW-303, 48"	EA	1.00		1.00	\$12,405.00	\$ 12,405.00		\$ -	1.00	1.00	\$ 12,405.00	0.00	100.00%
6.04	MANHOLE, SW-403, MODIFIED, 5.75 X 7.75	EA	1.00		1.00	\$14,150.00	\$ 14,150.00		\$ -	1.00	1.00	\$ 14,150.00	0.00	100.00%
6.05	MANHOLE, SW-403, MODIFIED, 4' X 7.75	EA	4.00		4.00	\$5,270.00	\$ 21,080.00		\$ -	2.00	2.00	\$ 10,540.00	2.00	50.00%
6.06	INTAKE, SW-505	EA	4.00		4.00	\$14,550.00	\$ 58,200.00		\$ -	2.00	2.00	\$ 29,100.00	2.00	50.00%
6.07	INTAKE, SW-506, MODIFIED	EA	2.00		2.00	\$2,530.00	\$ 5,060.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
6.08	INTAKE, SW-512	EA	4.00		4.00	\$250.00	\$ 1,000.00		\$ -	4.00	4.00	\$ 1,000.00	0.00	100.00%
6.09	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	2.00	2.00	\$ 1,400.00	2.00	50.00%
6.10	REMOVE MANHOLE, SANITARY	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	2.00	2.00	\$ 1,400.00	2.00	50.00%
7.01	STREETS AND RELATED WORK	SY	4,677.00		4,677.00	\$80.00	\$ 374,160.00		\$ -	2032.00	2,032.00	\$ 162,560.00	2,645.00	43.45%
7.02	PAVEMENT, PCC, CLASS C-SUD, 8 IN.	SY	64.00		64.00	\$80.00	\$ 5,120.00		\$ -	0.00	0.00	\$ -	64.00	0.00%
7.03	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	2,053.00		2,053.00	\$15.00	\$ 30,795.00		\$ -	839.90	839.90	\$ 12,598.50	1,213.10	40.91%
7.04	REMOVAL OF SIDEWALK, PCC, 4 IN.	SY	960.00		960.00	\$50.00	\$ 48,000.00		\$ -	412.60	412.60	\$ 20,630.00	547.40	42.98%
7.05	REMOVAL OF SIDEWALK, PCC, 6 IN.	SY	53.00		53.00	\$165.00	\$ 8,745.00		\$ -	53.50	53.50	\$ 8,827.50	0.50	100.34%
7.06	DETECTABLE WARNING, POLYMER	SF	87.00		87.00	\$50.00	\$ 4,350.00		\$ -	96.00	96.00	\$ 4,800.00	0.00	110.34%
7.07	DRIVEWAY, PAVED, PCC, 6 IN.	SY	950.00		950.00	\$75.00	\$ 71,250.00		\$ -	373.00	373.00	\$ 27,975.00	577.00	39.26%
7.08	PAVEMENT REMOVAL	SY	3,861.00		3,861.00	\$12.00	\$ 46,332.00		\$ -	1,647.00	1,647.00	\$ 19,764.00	2,214.00	42.66%
7.09	PLASTIC CONCRETE TESTING	LS	1.00		1.00	\$10,000.00	\$ 10,000.00		\$ -	0.43	0.43	\$ 4,300.00	0.57	43.00%
8.01	TRAFFIC CONTROL	STA	18.96		18.96	\$350.00	\$ 6,636.00		\$ -	9.09	9.09	\$ 3,161.50	9.87	47.94%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.02	GROOVES CUT FOR PAVEMENT MARKINGS	STA	18.96		18.96	\$150.00	\$ 2,844.00	\$ -	9.09	9.09	\$ 1,363.50	9.87	47.94%	
8.03	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$20,000.00	\$ 20,000.00	\$ -	0.33	0.33	\$ 6,600.00	0.87	33.00%	
8.04	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20.00		20.00	\$100.00	\$ 2,000.00	\$ -	50.00	50.00	\$ 5,000.00	(30.00)	250.00%	
8.05	REMOVAL, SALVAGE, AND REINSTALL SIGN	EA	8.00		8.00	\$300.00	\$ 2,400.00	1.00	3.00	3.00	\$ 1,200.00	4.00	50.00%	
SITE WORK-AND LANDSCAPING														
9.01	TEMPORARY CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.60		0.60	\$750.00	\$ 450.00	\$ -	0.00	0.00	\$ -	0.60	0.00%	
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.60		0.60	\$2,400.00	\$ 1,440.00	0.31	0.10	0.10	\$ 984.00	0.19	68.33%	
9.03	STABILIZED CONSTRUCTION ENTRANCE	SY	200.00		200.00	\$8.00	\$ 1,600.00	\$ -	0.00	0.00	\$ -	200.00	0.00%	
9.04	EROSION CONTROL MULCH, HYDROMULCH (BFM)	AC	1.20		1.20	\$3,500.00	\$ 4,200.00	0.31	0.28	0.28	\$ 2,065.00	0.61	49.17%	
9.05	INLET PROTECTION DEVICE, DROP-IN	EA	16.00		16.00	\$200.00	\$ 3,200.00	4.00	8.00	8.00	\$ 800.00	12.00	25.00%	
9.06	INLET PROTECTION DEVICE, OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EA	4.00		4.00	\$100.00	\$ 400.00	\$ -	8.00	8.00	\$ 800.00	(4.00)	200.00%	
9.07	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	48.00		48.00	\$40.00	\$ 1,920.00	\$ -	26.00	26.00	\$ 1,040.00	22.00	54.17%	
9.08	INLET PROTECTION DEVICE, AREA INTAKE	EA	2.00		2.00	\$150.00	\$ 300.00	\$ -	0.00	0.00	\$ -	2.00	0.00%	
MISCELLANEOUS														
11.01	MOBILIZATION	LS	1.00		1.00	\$150,000.00	\$ 150,000.00	\$ -	0.50	0.50	\$ 75,000.00	0.50	50.00%	
11.02	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		1.00	\$6,200.00	\$ 6,200.00	0.07	0.33	0.33	\$ 2,480.00	0.60	40.00%	
11.03	TEMPORARY GRANULAR SIDEWALK	SY	944.00		944.00	\$20.00	\$ 18,880.00	\$ -	303.00	303.00	\$ 6,060.00	641.00	32.10%	
11.04	TEMPORARY PEDESTRIAN RAMP	EA	4.00		4.00	\$2,500.00	\$ 10,000.00	\$ -	6.00	6.00	\$ 15,000.00	(2.00)	150.00%	
11.05	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1.00		1.00	\$3,000.00	\$ 3,000.00	\$ -	0.43	0.43	\$ 1,290.00	0.57	43.00%	
11.06	ORANGE MESH SAFETY FENCE	LS	1.00		1.00	\$20,000.00	\$ 20,000.00	0.07	0.33	0.33	\$ 8,000.00	0.60	40.00%	
CHANGE ORDER ITEMS														
12.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, A-2000, 15 IN. DIA.	LF	0.00	1,249.00	1,249.00	\$ 117.20	\$ 146,382.80	214.00	\$ 25,080.80	452.00	\$ 666.00	\$ 78,055.20	583.00	53.32%
12.02	SANITARY SEWER SERVICE, A-2000, 4"	LF	0.00	1,044.00	1,044.00	\$ 70.22	\$ 73,309.68	168.00	\$ 11,796.96	318.00	\$ 486.00	\$ 34,126.92	558.00	46.55%
12.03	4020-D - REMOVAL OF STORM SEWER, RCP, 36 IN. DIA.	LF	0.00	32.00	32.00	\$ 38.85	\$ 1,243.20	\$ -	\$ -	32.00	\$ 1,243.20	0.00	100.00%	
12.04	6010-H - REMOVE MAHOLE, STORM SEWER	EA	0.00	1.00	1.00	\$ 999.00	\$ 999.00	\$ -	\$ -	1.00	\$ 999.00	0.00	100.00%	
12.05	FOOTING REMOVAL (CO#3)	LS	0.00	1.00	1.00	\$ 3,952.50	\$ 3,952.50	\$ -	\$ -	1.00	\$ 3,952.50	0.00	100.00%	
12.06	8020-B, PAINTED PAVEMENT MARKINGS, TEMPORARY (CO#3)	LS	0.00	1.00	1.00	\$ 3,348.87	\$ 3,348.87	\$ -	\$ -	1.00	\$ 3,348.87	0.00	100.00%	
12.07	WATER SERVICE LINE RELOCATION (CO#3)	LS	0.00	1.00	1.00	\$ 19,980.00	\$ 19,980.00	\$ -	\$ -	1.00	\$ 19,980.00	0.00	100.00%	
TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK												COMPLETED # = \$ 869,122.09	46.31%	
CONTRACT # = \$ 1,876,553.15												PAY PERIOD # = \$ 65,920.76		

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$1,876,553.15 PAY PERIOD = \$ 65,920.76 COMPLETED = \$ 869,122.09

46.31%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 20, 2022	\$ 9,285.30
2	July 18, 2022	\$ 116,299.10
3	September 6, 2022	\$ 126,710.14
4	September 19, 2022	\$ 109,410.36
5	October 17, 2022	\$ 55,354.09
6	November 21, 2022	\$ 62,994.02
7	December 19, 2022	\$ 170,950.60
8	January 16, 2023	\$ 85,369.85
9	February 20, 2023	\$ 26,667.80
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
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		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = \$ 763,041.26

Record of Change Orders

No.	Date	Amount
1	April 18, 2022	\$ 30,045.48
2	July 18, 2022	\$ 2,242.20
3	February 6, 2023	\$ 27,281.37
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

CHANGE ORDER TOTAL = \$ 59,569.05

Contract Time Remaining

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

Substantial Completion

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

Full Completion

Contract Working Days:	160.0
Added by Change Order:	6.5
Total Working Days:	166.5
Working Days Used to Date:	156.5
Working Days Remaining:	10.0



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$8,449.06 to Alliance Construction Group LLC, for construction services on the 2023 PCC Reconstruction Program - SE Creekview Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2023 PCC Reconstruction Program - SE Creekview Drive
Contractor: Alliance Construction Group, LLC
Address: 9400 Plum Drive, Suite 100, Urbandale, IA 50322
Finance Budget Code: 916.3916.4451 Finance Project #: 916.4451
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: February 20, 2023 Vendor Account #: 6994

Date of Council Meeting: May 15, 2023 Payment Application #: 1

Payment Period: From: April 26, 2023 Through: April 30, 2023

Contract Summary:

Original Contract Amount:	\$	491,807.50	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 + 2)	\$	491,807.50	
Total Completed and Stored to Date:	\$	8,893.75	
Retainage: 5 % of Completed Work:	\$	444.69	
Total Earned Less Retainage:	\$	8,449.06	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:			\$ 8,449.06
OTHER CHARGES:			\$ -
CURRENT PAYMENT DUE:			\$ 8,449.06

Balance to Finish, Including Retainage: \$ 483,358.44

Contract Time Remaining: 60.00 Working Days

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

Construction Contractor Approval: Alliance Construction Group, LLC
Firm Name

Ryan McKinney
Signature

5/2/2023
Date

Engineer / Consultant Approval:
Firm Name

Signature

Date

City of Ankeny Staff Approval:
Matthew Grgurich
Signature

5/2/2023
Date

Submit to: Matthew Grgurich - Civil Engineer I
E-mail: MGrurich@Ankenylowa.gov Phone Number: (515) 963-3549

Date Printed: 5/2/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	Excavation, Class 10	CY	505.00		505.00	\$ 25.00	\$ 12,625.00		\$ -		0.00	\$ -	505.00	0.00%
2.02	Subgrade Preparation, 6" Depth	SY	3,025.00		3,025.00	\$ 3.00	\$ 9,075.00		\$ -		0.00	\$ -	3,025.00	0.00%
2.03	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	755.00		755.00	\$ 5.00	\$ 3,775.00		\$ -		0.00	\$ -	755.00	0.00%
2.04	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,025.00		3,025.00	\$ 12.50	\$ 37,812.50		\$ -		0.00	\$ -	3,025.00	0.00%
2.05	Compaction Testing	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00		\$ -		0.00	\$ -	1.00	0.00%
SEWERS AND DRAINS														
4.01	Subdrain, Corrugated PVC, Type 1, 6" Diameter	LF	830.00		830.00	\$ 17.00	\$ 14,110.00		\$ -		0.00	\$ -	830.00	0.00%
4.02	Subdrain Cleanout, Type B, 24" Diameter	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00		\$ -		0.00	\$ -	1.00	0.00%
4.03	Subdrain Outlets and Connections, PVC, 6" Diameter	EA	4.00		4.00	\$ 350.00	\$ 1,400.00		\$ -		0.00	\$ -	4.00	0.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Intake Adjustment, Minor, Single Grate	EA	1.00		1.00	\$ 1,600.00	\$ 1,600.00		\$ -		0.00	\$ -	1.00	0.00%
6.02	Intake Adjustment, Minor, Double Grate	EA	1.00		1.00	\$ 2,100.00	\$ 2,100.00		\$ -		0.00	\$ -	1.00	0.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, Class C-SUD, 9" Thick	SY	2,525.00		2,525.00	\$ 87.50	\$ 220,937.50		\$ -		0.00	\$ -	2,525.00	0.00%
7.02	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 9" Thick	LF	50.00		50.00	\$ 100.00	\$ 5,000.00		\$ -		0.00	\$ -	50.00	0.00%
7.03	Plastic Concrete Testing	LS	1.00		1.00	\$ 4,500.00	\$ 4,500.00		\$ -		0.00	\$ -	1.00	0.00%
7.04	Removal of Sidewalk	SY	100.00		100.00	\$ 15.00	\$ 1,500.00		\$ -		0.00	\$ -	100.00	0.00%
7.05	Removal of Driveway	SY	300.00		300.00	\$ 15.00	\$ 4,500.00		\$ -		0.00	\$ -	300.00	0.00%
7.06	Sidewalk, PCC, 4" Thick	SY	140.00		140.00	\$ 58.00	\$ 8,120.00		\$ -		0.00	\$ -	140.00	0.00%
7.07	Sidewalk, PCC, 6" Thick	SY	55.00		55.00	\$ 55.00	\$ 3,025.00		\$ -		0.00	\$ -	55.00	0.00%
7.08	Detectable Warnings, Galvanized Steel	SF	84.00		84.00	\$ 85.00	\$ 7,140.00		\$ -		0.00	\$ -	84.00	0.00%
7.09	Driveway, Paved, PCC, Class C, Type A Commercial, 7" Thick	SY	310.00		310.00	\$ 60.00	\$ 18,600.00		\$ -		0.00	\$ -	310.00	0.00%
7.10	Subbase Over-excavation, 6" Depth	SY	300.00		300.00	\$ 8.00	\$ 2,400.00		\$ -		0.00	\$ -	300.00	0.00%
7.11	Pavement Removal, PCC	SY	2,525.00		2,525.00	\$ 12.00	\$ 30,300.00		\$ -		0.00	\$ -	2,525.00	0.00%
7.12	Curb and Gutter Removal, 2.0' Wide	LF	50.00		50.00	\$ 42.00	\$ 2,100.00		\$ -		0.00	\$ -	50.00	0.00%
TRAFFIC CONTROL														
8.01	Traffic Signal Modification, SE Creekview Drive and SE Orabon Road	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00		\$ -		0.00	\$ -	1.00	0.00%
8.02	Painted Pavement Markings, Durable	STA	3.00		3.00	\$ 950.00	\$ 2,850.00		\$ -		0.00	\$ -	3.00	0.00%
8.03	Grooves Cut for Pavement Markings	STA	3.00		3.00	\$ 450.00	\$ 1,350.00		\$ -		0.00	\$ -	3.00	0.00%
8.04	Temporary Traffic Control	LS	1.00		1.00	\$ 23,000.00	\$ 23,000.00		\$ -		0.00	\$ -	1.00	0.00%
8.05	Portable Dynamic Message Sign (PDMS)	CDAY	15.00		15.00	\$ 170.00	\$ 2,550.00	15.00	\$ 2,550.00		15.00	\$ 2,550.00	0.00	100.00%
8.06	Temporary Lane Separator System (TLSS)	LF	875.00		875.00	\$ 14.50	\$ 12,687.50	437.50	\$ 6,343.75		437.50	\$ 6,343.75	437.50	50.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding and Fertilizing, Type 1	AC	0.50		0.50	\$ 1,000.00	\$ 500.00		\$ -		0.00	\$ -	0.50	0.00%
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.50		0.50	\$ 5,000.00	\$ 2,500.00		\$ -		0.00	\$ -	0.50	0.00%
9.03	Inlet Protection Device, Surface-applied	EA	3.00		3.00	\$ 200.00	\$ 600.00		\$ -		0.00	\$ -	3.00	0.00%
9.04	Inlet Protection Device, Drop-in	EA	3.00		3.00	\$ 200.00	\$ 600.00		\$ -		0.00	\$ -	3.00	0.00%
9.05	Inlet Protection Device, Maintenance	EA	6.00		6.00	\$ 50.00	\$ 300.00		\$ -		0.00	\$ -	6.00	0.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 40,000.00	\$ 40,000.00		\$ -		0.00	\$ -	1.00	0.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$ 3,250.00	\$ 3,250.00		\$ -		0.00	\$ -	1.00	0.00%
11.03	Concrete Washout	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00		\$ -		0.00	\$ -	1.00	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%
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 = \$ 491,807.50 PAY PERIOD = \$ 8,893.75

COMPLETED = \$ 8,893.75

1.81%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
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		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

Record of Change Orders:

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

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	May 1, 2023

Substantial Completion:

Contract Working Days:	50.0
Added by Change Order:	
Total Working Days:	50.0
Working Days Used to Date:	
Working Days Remaining:	50.0

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

PREVIOUS PAY APPS TOTAL = \$ -



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$8,156.00 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr/Ash Drive/9th Street Concept Study project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Prairie Ridge Dr/ Ash Drive/ 9th Street Concept Study
Contractor: Bolton & Menk, Inc.
Address: 1960 Premier Drive, Mankato, MN 56001
Finance Budget Code: 965.3965.4210 Finance Project #: 965.4210
Vendor Project #: _____ Purchase Order #: NA
Original Contract Date: February 20, 2023 Vendor Account #: 9283

Date of Council Meeting: May 15, 2023

Payment Application #: 12

Payment Period: From: March 21, 2023 Through: April 4, 2023

Contract Summary:

Original Contract Amount:	\$	34,400.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	34,400.00	
Total Completed and Stored to Date:	\$	9,559.00	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	9,559.00	
Less Previous Applications for Payment:	\$	1,403.00	
SUBTOTAL:	\$		8,156.00
OTHER CHARGES:	\$		-
CURRENT PAYMENT DUE:	\$		8,156.00

Balance to Finish, Including Retainage: \$ 24,841.00

Contract Time Remaining: 160.00 Working Days

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

Construction Contractor Approval: NA
Firm Name

Signature _____ Date _____

Engineer / Consultant Approval: Bolton & Menk, Inc.

Signature Jennifer McGay Date 4/12/23

City of Ankeny Staff Approval:

Signature Leslie Hart Date 5/1/23

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

Date Printed: 5/1/2023



**BOLTON
& MENK**

Real People. Real Solutions.

Ankeny PRA9 Concept Study Monthly Progress Report

Date: April 20, 2023
To: Leslie Hart, PE, PTOE, Traffic Engineering Manager
From: Jennifer McCoy, PE, Sr Traffic Engineer/Project Manager

Work Completed Last Period

Performed field observations and set cameras. Met with school principal. Wrote existing conditions portion of report and developed traffic operations model for existing conditions. Performed turn lane and signal warrant analysis.

Upcoming Major Work Items

Finish calibration of existing traffic operations model. Analyze future alternatives. Set meeting with city to discuss findings and options to move forward.

Potential Scope/Schedule Changes

Budget Status/Percent Complete

(through current invoice period 4/04/2023)

Task Number and Description		Budget	Invoice	Previously Invoiced	Budget Remaining	Estimated Percent of Work Complete	Percent of Budget Complete
Task 1:	Project Management/Engagement	\$ 6,020.00	\$ 456.00	\$ 98.00	\$ 5,466.00	15%	9%
Task 2:	Data Collection	\$ 4,810.00	\$ 3,559.00	\$ -	\$ 1,251.00	85%	74%
Task 3:	Existing and Future Analysis	\$ 5,590.00	\$ 2,962.00	\$ 1,305.00	\$ 1,323.00	50%	76%
Task 4:	Concept and Cost Estimates	\$ 11,060.00	\$ -	\$ -	\$ 11,060.00	0%	0%
Task 5:	Report	\$ 6,920.00	\$ 1,179.00	\$ -	\$ 5,741.00	15%	17%
TOTAL		\$ 34,400.00	\$ 8,156.00	\$ 1,403.00	\$ 24,841.00	25%	28%

Attached is the current invoice, which includes time through the above mentioned period. If you have any questions, please do not hesitate to call me at 515-491-0632 or email at jennifer.mccoy@bolton-menk.com.

Sincerely,
Bolton & Menk, Inc.

Jennifer McCoy, P.E., PTOE
Project Manager



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

April 20, 2023
Project No: 0T4.130105
Invoice No: 0310661
Client Account: ANKENY_CI_IA

Ankeny/PRA9 Concept Study

Project Management and Engagement (001)

Professional Services

	Hours	Amount	
Principal	.50	94.00	
Senior Project Engineer	2.00	362.00	
Totals	2.50	456.00	
Total Labor			456.00
Total this Task			\$456.00

Data Collection (002)

Professional Services

	Hours	Amount	
Design Engineer	7.50	1,012.50	
Project Engineer	5.50	896.50	
Technician	4.50	292.50	
Senior Project Engineer	7.50	1,357.50	
Totals	25.00	3,559.00	
Total Labor			3,559.00
Total this Task			\$3,559.00

Existing and Future Analysis (003)

Professional Services

	Hours	Amount	
Design Engineer	22.00	2,962.00	
Totals	22.00	2,962.00	
Total Labor			2,962.00
Total this Task			\$2,962.00

Report (005)

Professional Services

	Hours	Amount	
Technician	7.00	455.00	
Senior Project Engineer	4.00	724.00	
Totals	11.00	1,179.00	
Total Labor			1,179.00

Project	0T4.130105	Ankeny/PRA9 Concept Study	Invoice	0310661
			Total this Task	\$1,179.00
			Total this Invoice	\$8,156.00



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$3,703.70 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: May 15, 2023 Payment Application #: 2

Payment Period: From: March 24, 2023 Through: April 2, 2023

Contract Summary:

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

Total Completed and Stored to Date: \$ 18,355.84
Retainage: 0 % of Completed Work: \$ -
Total Earned Less Retainage: \$ 18,355.84
Less Previous Applications for Payment: \$ 14,652.14
SUBTOTAL: \$ 3,703.70

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 3,703.70

Balance to Finish, Including Retainage: \$ 200,508.16

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

5/1/2023

Date

City of Ankeny Staff Approval:

Signature

5/1/23

Submit to: Jim Haberichter, P.E.

E-mail: JHaberichter@Ankenylowa.gov

Phone Number: (515) 963-3536

Date Printed: 5/1/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 3, 2023	\$ 14,652.14
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
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		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APPS TOTAL = \$ 14,652.14

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: _____
Construction Start Date: _____

Substantial Completion:

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

Full Completion:

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

Invoice

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

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

April 10, 2023
Project No: 2301.073
Invoice No: 40773
Due Date: May 10, 2023

Project 2301.073 C. of Ankeny - 36th/Weigel HMA Overlays
Professional Services from March 24, 2023 through April 2, 2023

Task 103 Topo/ROW Survey

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	6.00	198.00	1,188.00	
Engineer 7	1.50	161.00	241.50	
Technician 1	2.00	58.00	116.00	
Technician 4	6.00	93.00	558.00	
Technician 5	5.75	104.00	598.00	
Total Labor				2,701.50
		Total this Task		\$2,701.50

Task 107 Existing Utility Information

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	1.00	198.00	198.00	
Total Labor				198.00
		Total this Task		\$198.00

Task 222 Joint Application Prep

Total this Task 0.00

Task 302 Preliminary Roadway Design (36th)

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	1.00	198.00	198.00	
Engineer 8	1.50	172.00	258.00	
Technician 7	1.00	124.00	124.00	
Total Labor				580.00
		Total this Task		\$580.00

Task 303 Preliminary Roadway Design (Weigel)

Total this Task 0.00

Task 304 Preliminary Construction Drawings (HMA)

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	1.00	198.00	198.00	
Total Labor				198.00
		Total this Task		\$198.00

Project	2301.073	C. of Ankeny - 36th/Weigel HMA Overlays	Invoice	40773
Task	305	Check Construction Drawings (HMA)	Total this Task	0.00
Task	306	Final Construction Drawings (HMA)	Total this Task	0.00
Task	404	Front Ends/Project Manual	Total this Task	0.00
Task	405	Estimated Construction Costs	Total this Task	0.00
Task	504	Bidding Services	Total this Task	0.00
Task	505	Bid Letting Services	Total this Task	0.00
Task	701	Allendar Butzke - Geotechnical Invest.	Total this Task	0.00
Task	998	Permits & Fees	Total this Task	0.00
Task	999	Reimbursable Expenses		
Unit Billing				
3/7/2023	Mileage	40.0 miles @ 0.655	26.20	
	Total Units		26.20	26.20
			Total this Task	\$26.20
Billing Limits				
		Current	Prior	To-Date
Total Billings		3,703.70	14,652.14	18,355.84
Limit				218,864.00
Remaining				200,508.16
			Total this Invoice	<u>\$3,703.70</u>

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

Project Manager Joshua Trygstad



CIVIL ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

May 1, 2023

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

RE: Billing Information Report #2
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 #2 for the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

During this time, Civil Design Advantage finished the topographic and boundary survey and started preparing the preliminary plans for the resurfacing project for the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Josh Trygstad, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$347,978.24 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 #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek
Contractor: Elder Corporation
Address: 5088 E University Ave, Pleasant Hill, IA
Finance Budget Code: 979.3979.4451 **Finance Project #** 979.4451
Vendor Project or Invoice #: 990 **PO #**
Original Contract Date: January 3, 2023 **Vendor #** 5340

Date of Council Meeting: May 15, 2023 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: April 2, 2023 Through: April 29, 2023

Contract Summary

Original Contract Amount:	\$	9,993,000.00	
Net change by Change Orders:	\$	4,400.00	
Contract Amount to Date: (line 1 ± 2)	\$	9,997,400.00	
Total completed and stored to date:	\$	558,151.43	
Retainage: 3 % of Completed Work:	\$	16,744.54	
Total Earned less Retainage:	\$	541,406.89	
Less previous applications for payment:	\$	193,428.65	
SUBTOTAL	\$	347,978.24	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	347,978.24	
Balance to finish, including retainage:	\$	9,455,993.11	

Contract Time Remaining (If applicable)	96.00	Working Days	(2023)
Contract Time Remaining (If applicable)	120.00	Working Days	(2024)

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

Construction Contractor Approval: Elder Corporation
Wade Harris, P.E. Digitally signed by Wade Harris, P.E.
DN: cn=Wade Harris, o=Elder Corporation, cn=Wade Harris, P.E.
Reason: I am approving this document
Date: 2023.05.05 08:27:48-0500
Signature _____ Firm Name _____ Date: 05/05/23

Engineer / Consultant Approval: Snyder & Associates, Inc.
Jordan Stoermer Digitally signed by Jordan Stoermer
DN: cn=J. Stoermer, o=Snyder & Associates, Inc., ou=Project Engineer, cn=Jordan Stoermer
Date: 2023.05.05 08:49:35-0500
Signature _____ Firm Name _____ Date: 05/05/23

City of Ankeny Staff Approval:
Adam L. Lust Digitally signed by Adam L. Lust
DN: cn=Adam L. Lust, o=City of Ankeny, ou=City of Ankeny, cn=Adam L. Lust
Date: 2023.05.05 08:50:00-0500
Signature _____ Date: 05/05/23

Submit to: Adam Lust
E-mail: ALust@Ankenylowa.gov **Phone:** (515) 963-3537 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL																																				
ITEM NO.	DESCRIPTION (Include Change Order # If Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY DIVISION 1	QUANTITY CHANGE DIVISION 1 (BY CHANGE ORDER)	ORIGINAL PROPOSED QUANTITY DIVISION 2	QUANTITY CHANGE DIVISION 2 (BY CHANGE ORDER)	ORIGINAL PROPOSED QUANTITY DIVISION 3	QUANTITY CHANGE DIVISION 3 (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD DIVISION 1	TOTAL QUANTITY THIS PAY PERIOD DIVISION 2	TOTAL QUANTITY THIS PAY PERIOD DIVISION 3	TOTAL VALUE THIS PAY PERIOD DIVISION 1	TOTAL VALUE THIS PAY PERIOD DIVISION 2	TOTAL VALUE THIS PAY PERIOD DIVISION 3	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 2 PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 3 PREVIOUS PAY PERIODS	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 1 COMPLETE	TOTAL QUANTITY DIVISION 2 COMPLETE	TOTAL QUANTITY DIVISION 3 COMPLETE	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK DIVISION 1	TOTAL VALUE OF COMPLETED WORK DIVISION 2	TOTAL VALUE OF COMPLETED WORK DIVISION 3	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE				
1	CLEARING AND GRUBBING	UNIT	1335						1,335.00	\$ 59.00	\$ 78,765.00				\$ -	\$ -	\$ -	\$ -	1,223.70			1,223.70	1,223.70	0.00	0.00	1,223.70	\$ 72,198.30	\$ -	\$ -	\$ 72,198.30	111.30	91.66%				
2	EMBANKMENT-IN-PLACE, STOCKPILE	CY	6513		1628				8,141.00	\$ 6.75	\$ 54,951.75				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	8,141.00	0.00%				
3	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	9047		2262				11,309.00	\$ 6.50	\$ 73,508.50	340.00			\$ 2,210.00	\$ -	\$ -	\$ 2,210.00				0.00	340.00	0.00	0.00	340.00	\$ 2,210.00	\$ -	\$ -	\$ 2,210.00	10,969.00	3.01%				
4	EXCAVATION, CLASS 10, WASTE	CY	8381		2095				10,476.00	\$ 9.15	\$ 95,855.40	2,620.00			\$ 23,973.00	\$ -	\$ -	\$ 23,973.00				0.00	2,620.00	0.00	0.00	2,620.00	\$ 23,973.00	\$ -	\$ -	\$ 23,973.00	7,856.00	25.01%				
5	EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	CY	400						400.00	\$ 50.00	\$ 20,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	400.00	0.00%				
6	EXCAVATION, CLASS 10, CHANNEL	CY	1262						1,262.00	\$ 12.00	\$ 15,144.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1,262.00	0.00%				
7	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	4646						4,646.00	\$ 24.00	\$ 111,504.00	875.50			\$ 21,012.00	\$ -	\$ -	\$ 21,012.00				0.00	875.50	0.00	0.00	875.50	\$ 21,012.00	\$ -	\$ -	\$ 21,012.00	3,770.50	18.84%				
8	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	170						170.00	\$ 28.50	\$ 4,845.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	170.00	0.00%				
9	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	17516		4380				21,896.00	\$ 1.75	\$ 38,318.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	21,896.00	0.00%				
10	SPECIAL COMPACTION OF SUBGRADE	STA	43		10.7				53.70	\$ 1,900.00	\$ 102,030.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	53.70	0.00%				
11	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	4000						4,000.00	\$ 4.50	\$ 18,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	4,000.00	0.00%				
12	MODIFIED SUBBASE, 6 INCH DEPTH (VIRGIN AGGREGATE)	CY	685						685.00	\$ 61.00	\$ 41,785.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	685.00	0.00%				
13	MODIFIED SUBBASE, 8 INCH DEPTH (VIRGIN AGGREGATE)	CY	7629		975				8,604.00	\$ 61.50	\$ 529,146.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	8,604.00	0.00%				
14	GRANULAR SHOULDERS, TYPE A	TON	80						80.00	\$ 64.50	\$ 5,160.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	80.00	0.00%				
15	SHOULDER FINISHING, EARTH	STA	164.75						164.75	\$ 500.00	\$ 82,375.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	164.75	0.00%				
16	REMOVAL OF CURB	STA	0.5						0.50	\$ 2,200.00	\$ 1,100.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.50	0.00%				
17	RELOCATION OF MAIL BOXES	EACH	9	1.00					10.00	\$ 590.00	\$ 5,900.00				\$ -	\$ -	\$ -	\$ -	1.00			1.00	1.00	0.00	0.00	1.00	\$ 590.00	\$ -	\$ -	\$ 590.00	9.00	10.00%				
18	BRIDGE APPROACH, BR-201	SY	248						248.00	\$ 237.00	\$ 58,776.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	248.00	0.00%				
19	STANDARD OR SUP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3, 8 IN.	SY	3493						3,493.00	\$ 96.00	\$ 335,328.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	3,493.00	0.00%				
20	STANDARD OR SUP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3, 9 IN.	SY	29307		4390				33,697.00	\$ 84.00	\$ 2,830,548.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	33,697.00	0.00%				
21	MEDIAN, DOWELLED P.C. CONCRETE, 6 INCH	SY			27				27.00	\$ 141.00	\$ 3,807.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	27.00	0.00%				
22	MEDIAN, P.C. CONCRETE, 6 IN.	SY			596				596.00	\$ 136.00	\$ 81,056.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	596.00	0.00%				
23	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1						1.00	\$ 39,000.00	\$ 39,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%				
24	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS	EACH	29307		4390				33,697.00	\$ 1.00	\$ 33,697.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	33,697.00	0.00%				
25	TEMPORARY PAVEMENT, 6 INCH	SY	925						925.00	\$ 56.00	\$ 51,800.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	925.00	0.00%				
26	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	7						7.00	\$ 49.00	\$ 343.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	7.00	0.00%				
27	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS	EACH	29307		4390				33,697.00	\$ 1.00	\$ 33,697.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	33,697.00	0.00%				
28	REMOVAL OF EXISTING STRUCTURES	LS	1						1.00	\$ 50,000.00	\$ 50,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%				
29	REMOVAL OF LIGHT POLES	EACH	2						2.00	\$ 1,500.00	\$ 3,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	2.00	0.00%				
30	FLOODED BACKFILL	CY	145						145.00	\$ 133.0																										

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

78	DRIVEWAY, P.C. CONCRETE, 6 IN., STAMPED AND COLORED	SY	40						40.00	\$ 270.00	\$ 10,800.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	40.00	0.00%
79	DRIVEWAY, P.C. CONCRETE, 7 IN.	SY	560						560.00	\$ 61.00	\$ 34,160.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	560.00	0.00%
80	REMOVAL OF PAVED DRIVEWAY	SY	1446						1,446.00	\$ 8.50	\$ 12,291.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1,446.00	0.00%
81	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	110						110.00	\$ 810.00	\$ 89,100.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	110.00	0.00%
82	FENCE, TEMPORARY, ORANGE SAFETY FENCE	LF	5556						5,556.00	\$ 5.25	\$ 29,169.00	548			\$ 2,877.00	\$ -	\$ -	\$ 2,877.00	2,521.00			2,521.00	3,069.00	0.00	0.00	3,069.00	\$ 16,112.25	\$ -	\$ -	\$ 16,112.25	2,487.00	55.24%
83	REMOVAL AND REINSTALLATION OF FENCE, 6 FT. HEIGHT WOOD PRIVACY FENCE	LF	370						370.00	\$ 49.00	\$ 18,130.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	370.00	0.00%
84	HANDHOLES AND JUNCTION BOXES, TYPE III, 36 IN X 24 IN. X 30 IN.	EACH	6						6.00	\$ 1,900.00	\$ 11,400.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	6.00	0.00%
85	HANDHOLES AND JUNCTION BOXES, TYPE IV, 48 IN. X 30 IN. X 36 IN.	EACH	4						4.00	\$ 2,000.00	\$ 8,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	4.00	0.00%
86	REMOVAL OF TYPE A SIGN	EACH	38						38.00	\$ 152.00	\$ 5,776.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	38.00	0.00%
87	POSTS, STEEL, AS PER PLAN	EACH	18						18.00	\$ 152.00	\$ 2,736.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	18.00	0.00%
88	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	LF	906						906.00	\$ 25.50	\$ 23,103.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	906.00	0.00%
89	TYPE A SIGNS, SHEET ALUMINUM	SF	336.8						336.80	\$ 51.00	\$ 17,176.80				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	336.80	0.00%
90	INSTALL TYPE A SIGN	EACH	74						74.00	\$ 202.00	\$ 14,948.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	74.00	0.00%
91	TRAFFIC SIGNALIZATION, NE 18TH STREET INTERSECTION	LS						1	1.00	\$ 229,000.00	\$ 229,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
92	TRAFFIC SIGNALIZATION, NE 5TH STREET INTERSECTION	LS						1	1.00	\$ 229,000.00	\$ 229,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
93	REMOVAL OF TRAFFIC SIGNALIZATION	LS	1						1.00	\$ 7,600.00	\$ 7,600.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
94	RAISED PAVEMENT MARKERS	EACH	336						336.00	\$ 25.50	\$ 8,568.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	336.00	0.00%
95	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	34.5						34.50	\$ 35.00	\$ 1,207.50				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	34.50	0.00%
96	PAINTED PAVEMENT MARKINGS, DURABLE	STA	206.79					51.7	258.49	\$ 71.00	\$ 18,352.79				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	258.49	0.00%
97	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	19					17	36.00	\$ 131.00	\$ 4,716.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	36.00	0.00%
98	PAVEMENT MARKINGS REMOVED	STA	29.6						29.60	\$ 56.00	\$ 1,657.60				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	29.60	0.00%
99	SYMBOLS AND LEGENDS REMOVED	EACH	5						5.00	\$ 101.00	\$ 505.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	5.00	0.00%
100	GROOVES CUT FOR PAVEMENT MARKINGS	STA	167.91					42	209.91	\$ 35.00	\$ 7,346.85				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	209.91	0.00%
101	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	17					17	34.00	\$ 111.00	\$ 3,774.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	34.00	0.00%
102	SAFETY CLOSURE	EACH	27						27.00	\$ 202.00	\$ 5,454.00				\$ -	\$ -	\$ -	\$ -	8.00			8.00	8.00	0.00	0.00	8.00	\$ 1,616.00	\$ -	\$ -	\$ 1,616.00	19.00	29.63%
103	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 7, 2023	LS	1						1.00	\$ 75,000.00	\$ 75,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
104	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 5, 2024	LS	1						1.00	\$ 75,000.00	\$ 75,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
105	TRAFFIC CONTROL	LS	1					0.02	1.02	\$ 99,000.00	\$ 100,650.00	0.02			\$ 1,650.00	\$ -	\$ -	\$ 1,650.00	0.25			0.25	0.27	0.00	0.00	0.27	\$ 28,400.00	\$ -	\$ -	\$ 28,400.00	0.75	28.23%
106	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	80						80.00	\$ 101.00	\$ 8,080.00				\$ -	\$ -	\$ -	\$ -	8.00			8.00	8.00	0.00	0.00	8.00	\$ 808.00	\$ -	\$ -	\$ 808.00	72.00	10.00%
107	MOBILIZATION	LS	1						1.00	\$ 526,167.21	\$ 526,167.21	0.15			\$ 78,925.08	\$ -	\$ -	\$ 78,925.08	0.10			0.10	0.25	0.00	0.00	0.25	\$ 131,541.80	\$ -	\$ -	\$ 131,541.80	0.75	25.00%
108	TRENCH COMPACTION TESTING	LS	1						1.00	\$ 6,500.00	\$ 6,500.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
109	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF						390	390.00	\$ 97.00	\$ 37,830.00			240.00	\$ -	\$ -	\$ 23,280.00	\$ 23,280.00				0.00	0.00	0.00	240.00	240.00	\$ -	\$ -	\$ 23,280.00	\$ 23,280.00	150.00	61.54%
110	FITTINGS BY WEIGHT, DUCTILE IRON	LB						520	520.00	\$ 18.00	\$ 9,360.00			204	\$ -	\$ -	\$ 3,672.00	\$ 3,672.00				0.00	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	\$ -	\$ -	\$ -	\$ -	3.00	0.00%
112	TAPPING VALVE ASSEMBLY, 8 IN.	EACH	1						1.00	\$ 6,900.00	\$ 6,900.00			1.00	\$ -	\$ -	\$ 6,900.00	\$ 6,900.00				0.00	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	\$ -	\$ -	\$ -	\$ -	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	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
115	VALVE BOX EXTENSION	EACH	6					1.00	7.00	\$ 660.00	\$ 4,620.00			1.00	\$ -	\$ -	\$ 660.00	\$ 660.00				0.00	0.00	0.00	1.00	1.00	\$ -	\$ -	\$ 660.00	\$ 660.00	6.00	14.29%
116	VALVE BOX REPLACEMENT	EACH	8						8.00	\$ 660.00	\$ 5,280.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	8.00	0.00%
117	BIO-RETENTION CELL INSTALLATION	EACH	4						4.00	\$ 32,000.00	\$ 128,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	4.00	0.00%
118	EXTERNAL DROP CONNECTION, SW-307, REMOVAL	EACH	1						1.00	\$ 5,900.00	\$ 5,900.00	1.00			\$ 5,900.00	\$ -	\$ -	\$ 5,900.00				0.00	1.00	0.00	0.00	1.00	\$ 5,900.00	\$ -	\$ -	\$ 5,900.00	0.00	100.00%
119	HYDRANT (IN LINE), GATE VALVE, 6 IN.	EACH						1	1.00	\$ 6,600.00	\$ 6,600.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
120	HYDRANT REMOVAL	EACH						2	2.00	\$ 970.00	\$ 1,940.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	2.00	0.00%
121	SUBDRAIN CLEANOUT, TYPE B	EACH	6						6.00	\$ 2,000.00	\$ 12,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	6.00	0.00%
122	CONDUIT, BLUE HDPE, 2 IN.	LF	6570						6,570.00	\$ 15.00	\$ 98,550.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	6,570.00	0.00%
123	REMOVAL OF ABANDONED HIGH PRESSURE GAS MAIN	LF	4400						4,400.00	\$ 1.25	\$ 5,500.00	20.00			\$ 25.00	\$ -	\$ -	\$ 25.00				0.00	20.00	0.00	0.00	20.00	\$ 25.00	\$ -	\$ -	\$ 25.00	4,380.00	0.45%
124	CONCRETE WASHOUT	LS	1						1.00	\$ 23,000.00	\$ 23,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
125	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1						1.00	\$ 21,000.00	\$ 21,000.00				\$ -	\$ -	\$ -	\$ -	0.05			0.05	0.05	0.00	0.00	0.05	\$ 1,050.00	\$ -	\$ -	\$ 1,050.00	0.95	5.00%
126	MONUMENT SIGN REMOVAL	LS	1						1.00	\$ 11,000.00	\$ 11,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
127	CONCRETE RETAINING WALL FORMLINER	SF	1188						1,188.00	\$ 12.00	\$ 14,256.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1,188.00	0.00%
128	TEMPORARY ACCESS DRIVE, INSTALLATION, MAINTENANCE, AND REMOVAL	TON	600						600.00	\$ 51.00	\$																					

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 17, 2023	\$ 193,428.65
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
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		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = \$ 193,428.65

Record of Change Orders

No.	Date	Amount
1	May 15, 2023	\$ 4,400.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

CHANGE ORDER TOTAL = \$ 4,400.00

Contract Time Remaining (2023)

Contract Period (2023):	Working Days
Construction Start Date (2023):	March 27, 2023
Contract Working Days (2023):	120.0
Added by Change Order (2023):	0.0
Total Working Days (2023):	120.0
Working Days Used to Date (2023):	24.0
Working Days Remaining (2023):	96.0

Contract Time Remaining (2024)

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



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$294,819.59 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: May 15, 2023 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: April 1, 2023 Through: April 30, 2023

Contract Summary

Original Contract Amount:	\$	4,355,000.00	
Net change by Change Orders:	\$	550.00	
Contract Amount to Date: (line 1 ± 2)	\$	4,355,550.00	
Total completed and stored to date:	\$	389,859.37	
Retainage: 5 % of Completed Work:	\$	19,492.97	
Total Earned less Retainage:	\$	370,366.40	
Less previous applications for payment:	\$	75,546.81	
SUBTOTAL	\$		294,819.59

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 294,819.59

Balance to finish, including retainage: \$ 3,985,183.60

Contract Time Remaining (If applicable) 114.50 Working Days

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

Construction Contractor Approval: Elder Corporation

Wade Harris, P.E. Digitally Signed by Wade Harris, P.E.
DN: C=US, E=wade.harris@eldercorp.com,
O=Elder Corporation, CN=Wade Harris,
P.E.
Reason: I am approving this document
Date: 2023.05.01 14:47:33 -0500 **Firm Name**
Signature Date 05/01/23

Engineer / Consultant Approval: McClure Engineering Company

Signature Date 05/01/23

City of Ankeny Staff Approval:

Signature Date 5/2/2023

Submit to: Jim Haberichter, P.E. - Civil Engineer II
E-mail: jhaberichter@Ankenylowa.gov **Phone:** (515) 963-3536 **Fax:** (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 17, 2023	\$ 75,546.81
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
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		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = \$ 75,546.81

Record of Change Orders

No.	Date	Amount
1	May 15, 2023	\$ 550.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

CHANGE ORDER TOTAL = \$ 550.00

Contract Time Remaining

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

Substantial Completion

Contract Working Days:	130.0
Added by Change Order:	0.0
Total Working Days:	130.0
Working Days Used to Date:	25.5
Working Days Remaining:	104.5

Full Completion

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	TOTAL ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	CLEARING AND GRUBBING	UNIT	168.40		168.40	\$ 135.00	\$ 22,464.00	0.00	\$ -	119.80	119.80	\$ 16,173.00	46.60	72.00%
2.02	TOPSOIL, ON-SITE, 6-INCH DEPTH	CY	2024.00		2024.00	\$ 31.50	\$ 63,756.00	650.00	\$ 20,475.00	310.00	960.00	\$ 30,240.00	1,064.00	47.43%
2.03	EXCAVATION, CLASS 10	CY	10618.00		10618.00	\$ 4.25	\$ 45,126.50	1780.00	\$ 7,565.00	0.00	1,780.00	\$ 7,565.00	8,838.00	16.76%
2.04	SUBGRADE PREPARATION, 6-INCH DEPTH	CY	22247.00		22247.00	\$ 2.25	\$ 50,055.75	0.00	\$ -	0.00	0.00	\$ -	22,247.00	0.00%
2.05	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	4450.00		4450.00	\$ 5.00	\$ 22,250.00	0.00	\$ -	0.00	0.00	\$ -	4,450.00	0.00%
2.06	SUBBASE, MODIFIED, VIRGIN AGGREGATE, 6-INCH DEPTH	SY	21170.00		21170.00	\$ 11.50	\$ 243,455.00	0.00	\$ -	0.00	0.00	\$ -	21,170.00	0.00%
2.07	REMOVAL OF STRUCTURE, PARK SIGN FOUNDATION	LS	1.00		1.00	\$ 830.00	\$ 830.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
2.08	COMPACTION TESTING	LS	1.00		1.00	\$ 3,100.00	\$ 3,100.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
SEWERS AND DRAINS														
4.01	STORM SEWER, TRENCHED, RCP, 15-INCH DIAMETER	LF	902.00		902.00	\$ 92.00	\$ 82,984.00	265.00	\$ 24,380.00	0.00	265.00	\$ 24,380.00	637.00	29.38%
4.02	STORM SEWER, TRENCHED, RCP, 18-INCH DIAMETER	LF	96.00		96.00	\$ 184.00	\$ 17,664.00	61.00	\$ 11,224.00	0.00	61.00	\$ 11,224.00	35.00	63.54%
4.03	STORM SEWER, TRENCHED, RCP, 24-INCH DIAMETER	LF	190.00		190.00	\$ 163.00	\$ 30,970.00	48.00	\$ 7,824.00	0.00	48.00	\$ 7,824.00	142.00	25.26%
4.04	STORM SEWER, TRENCHED, RCP, 30-INCH DIAMETER	LF	56.00		56.00	\$ 138.00	\$ 7,728.00	0.00	\$ -	0.00	0.00	\$ -	56.00	0.00%
4.05	REMOVAL OF STORM SEWER, LESS THAN 36-INCH DIAMETER	LF	781.00		781.00	\$ 27.50	\$ 21,477.50	285.00	\$ 7,947.50	0.00	285.00	\$ 7,947.50	496.00	37.00%
4.06	SUBDRAIN, CORRUGATED PVC, TYPE 1, 8-INCH DIAMETER	LF	6103.00		6103.00	\$ 315.00	\$ 1,922,445.00	0.00	\$ -	0.00	0.00	\$ -	6,103.00	0.00%
4.07	SUBDRAIN CLEANOUT, TYPE B, 24-INCH DIAMETER	EA	8.00		8.00	\$ 2,800.00	\$ 22,400.00	0.00	\$ -	0.00	0.00	\$ -	8.00	0.00%
4.08	SUBDRAIN OUTLETS AND CONNECTIONS, OUTLET INTO STRUCTURE, CMP, 8-INCH DIA.	EA	52.00		52.00	\$ 630.00	\$ 32,760.00	0.00	\$ -	0.00	0.00	\$ -	52.00	0.00%
4.09	REMOVAL OF SUBDRAIN	LF	269.00		269.00	\$ 18.00	\$ 4,842.00	0.00	\$ -	0.00	0.00	\$ -	269.00	0.00%
WATER MAINS AND APPURTENANCES														
5.01	WATER MAIN, TRENCHED, PVC C900, 8-INCH DIAMETER	LF	36.00		36.00	\$ 127.00	\$ 4,572.00	21.00	\$ 2,667.00	0.00	21.00	\$ 2,667.00	15.00	58.33%
5.02	WATER MAIN, TRENCHED, PVC C900, 12-INCH DIAMETER	LF	238.00		238.00	\$ 172.00	\$ 40,936.00	207.00	\$ 35,604.00	0.00	207.00	\$ 35,604.00	31.00	86.97%
5.03	FITTING, 11.25 DEGREE BEND, 8-INCH DIAMETER	EA	1.00		1.00	\$ 870.00	\$ 870.00	1.00	\$ 870.00	0.00	1.00	\$ 870.00	0.00	100.00%
5.04	FITTING, 11.25 DEGREE BEND, 12-INCH DIAMETER	EA	1.00		1.00	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
5.05	FITTING, 45 DEGREE BEND, 12-INCH DIAMETER	EA	2.00		2.00	\$ 2,000.00	\$ 4,000.00	2.00	\$ 4,000.00	0.00	2.00	\$ 4,000.00	0.00	100.00%
5.06	FITTING, TEE, 8-INCH X 12-INCH DIAMETER	EA	1.00		1.00	\$ 1,300.00	\$ 1,300.00	1.00	\$ 1,300.00	0.00	1.00	\$ 1,300.00	0.00	100.00%
5.07	WATER MAIN REMOVAL, LESS THAN OR EQUAL TO 12-INCH DIAMETER	LF	275.00		275.00	\$ 23.00	\$ 6,325.00	230.00	\$ 5,290.00	0.00	230.00	\$ 5,290.00	45.00	83.64%
5.08	VALVE, GATE, 6-INCH DIAMETER, AUXILIARY	EA	1.00		1.00	\$ 1,800.00	\$ 1,800.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
5.09	VALVE, GATE, 8-INCH DIAMETER	EA	2.00		2.00	\$ 2,400.00	\$ 4,800.00	1.00	\$ 2,400.00	0.00	1.00	\$ 2,400.00	1.00	50.00%
5.10	VALVE, GATE, 12-INCH DIAMETER	EA	2.00		2.00	\$ 4,000.00	\$ 8,000.00	1.00	\$ 4,000.00	0.00	1.00	\$ 4,000.00	1.00	50.00%
5.11	VALVE REMOVAL	EA	1.00		1.00	\$ 660.00	\$ 660.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
5.12	REMOVE SALVAGE, AND REINSTALL FIRE HYDRANT	EA	1.00		1.00	\$ 9,700.00	\$ 9,700.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	MANHOLE, SW-401, 48-INCH DIAMETER	EA	3.00		3.00	\$ 5,300.00	\$ 15,900.00	1.00	\$ 5,300.00	0.00	1.00	\$ 5,300.00	2.00	33.33%
6.02	MANHOLE, SW-401, 60-INCH DIAMETER	EA	3.00		3.00	\$ 7,400.00	\$ 22,200.00	1.00	\$ 7,400.00	0.00	1.00	\$ 7,400.00	2.00	33.33%
6.03	MANHOLE, SW-402, 4-FT X 5-FT, MODIFIED, CAST-IN-PLACE	EA	1.00		1.00	\$ 14,000.00	\$ 14,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
6.04	INTAKE, SW-501	EA	2.00		2.00	\$ 3,400.00	\$ 6,800.00	0.00	\$ -	0.00	0.00	\$ -	2.00	0.00%
6.05	INTAKE, SW-504, MODIFIED, CAST-IN-PLACE	EA	1.00		1.00	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
6.06	INTAKE, SW-505	EA	24.00		24.00	\$ 5,700.00	\$ 136,800.00	12.00	\$ 68,400.00	0.00	12.00	\$ 68,400.00	12.00	50.00%
6.07	INTAKE, SW-506	EA	3.00		3.00	\$ 9,000.00	\$ 27,000.00	1.00	\$ 9,000.00	0.00	1.00	\$ 9,000.00	2.00	33.33%
6.08	MANHOLE ADJUSTMENT, SANITARY, MINOR, SELF-LEVEL CASTING	EA	1.00		1.00	\$ 3,200.00	\$ 3,200.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
6.09	MANHOLE ADJUSTMENT, SANITARY, MAJOR, SELF-LEVEL CASTING	EA	2.00		2.00	\$ 4,800.00	\$ 9,600.00	0.00	\$ -	0.00	0.00	\$ -	2.00	0.00%
6.10	MANHOLE ADJUSTMENT, SANITARY, MAJOR, TYPE C CASTING	EA	1.00		1.00	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
6.11	REMOVE MANHOLE	EA	1.00		1.00	\$ 1,400.00	\$ 1,400.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
6.12	REMOVE INTAKE	EA	22.00		22.00	\$ 1,100.00	\$ 24,200.00	12.00	\$ 13,200.00	0.00	12.00	\$ 13,200.00	10.00	54.55%
STREETS AND RELATED WORK														
7.01	PAVEMENT, PCC, CLASS C-SUD, 7-INCH DEPTH	SY	933.00		933.00	\$ 79,305.00	\$ 79,305.00	0.00	\$ -	0.00	0.00	\$ -	933.00	0.00%
7.02	PAVEMENT, PCC, CLASS C-SUD, 8-INCH DEPTH	SY	3647.00		3647.00	\$ 90.00	\$ 328,230.00	0.00	\$ -	0.00	0.00	\$ -	3,647.00	0.00%
7.03	PAVEMENT, PCC, CLASS C-SUD, 9-INCH DEPTH	SY	14678.00		14678.00	\$ 95.00	\$ 1,394,410.00	0.00	\$ -	0.00	0.00	\$ -	14,678.00	0.00%
7.04	PAVEMENT, PCC, CLASS C-SUD, 9-INCH DEPTH, FULLY-REINFORCED	SY	143.00		143.00	\$ 150.00	\$ 21,450.00	0.00	\$ -	0.00	0.00	\$ -	143.00	0.00%
7.05	CURB AND GUTTER, 2.5 FOOT WIDTH, 8-INCH THICKNESS	LF	9.00		9.00	\$ 53.00	\$ 477.00	0.00	\$ -	0.00	0.00	\$ -	9.00	0.00%
7.06	CONCRETE MEDIAN, 6-INCH DEPTH	SY	197.00		197.00	\$ 83.00	\$ 16,351.00	0.00	\$ -	0.00	0.00	\$ -	197.00	0.00%
7.07	CONCRETE MEDIAN, DOWELED, 6-INCH DEPTH	SY	63.00		63.00	\$ 86.00	\$ 5,418.00	0.00	\$ -	0.00	0.00	\$ -	63.00	0.00%
7.08	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	\$ 18,000.00	\$ 18,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
7.09	REMOVAL OF SIDEWALK	SY	2957.00		2957.00	\$ 6.25	\$ 18,581.25	445.00	\$ 2,781.25	0.00	445.00	\$ 2,781.25	2,512.00	17.40%
7.10	REMOVAL OF DRIVEWAY	SY	349.00		349.00	\$ 9.00	\$ 3,141.00	0.00	\$ -	0.00	0.00	\$ -	349.00	0.00%
7.11	SIDEWALK, PCC, 4-INCH THICK	SY	869.00		869.00	\$ 58.00	\$ 50,302.00	0.00	\$ -	0.00	0.00	\$ -	869.00	0.00%
7.12	SIDEWALK, PCC, 6-INCH THICK	SY	1224.00		1224.00	\$ 63.00	\$ 77,112.00	0.00	\$ -	0.00	0.00	\$ -	1,224.00	0.00%
7.13	SIDEWALK, PCC, 8-INCH THICK	SY	361.00		361.00	\$ 65.00	\$ 23,465.00	0.00	\$ -	0.00	0.00	\$ -	361.00	0.00%
7.14	DETECTABLE WARNING, GALVANIZED STEEL	SF	434.00		434.00	\$ 53.00	\$ 23,002.00	0.00	\$ -	0.00	0.00	\$ -	434.00	0.00%
7.15	DRIVEWAY, PAVED, PCC, TYPE A, 6-INCH DEPTH	SY	45.00		45.00	\$ 76.00	\$ 3,420.00	0.00	\$ -	0.00	0.00	\$ -	45.00	0.00%
7.16	DRIVEWAY, PAVED, PCC, TYPE A, 7-INCH DEPTH	SY	244.00		244.00	\$ 76.00	\$ 18,544.00	0.00	\$ -	0.00	0.00	\$ -	244.00	0.00%
7.17	SUBBASE OVER-EXCAVATION	TON	1055.00		1055.00	\$ 50.00	\$ 52,750.00	0.00	\$ -	0.00	0.00	\$ -	1,055.00	0.00%
7.18	PAVEMENT REMOVAL	SY	15637.00		15637.00	\$ 9.00	\$ 140,733.00	3825.00	\$ 34,425.00	4300.00	8,125.00	\$ 73,125.00	7,512.00	51.96%
7.19	TEMPORARY GRANULAR ACCESS ROAD	TON	184.00		184.00	\$ 64.00	\$ 11,776.00	0.00	\$ -	195.39	195.39	\$ 12,504.96	11.61	106.19%
8.01	TRAFFIC SIGNAL, NW 18TH STREET AND NW ASH DRIVE	LS	1.00		1.00	\$ 223,000.00	\$ 223,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.02	TRAFFIC SIGNAL, NW 18TH STREET AND NW BRIARGATE DRIVE	LS	1.00	1.00	1.00	\$ 218,000.00	\$ 218,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
8.03	TRAFFIC SIGNAL REMOVAL	LS	1.00	1.00	1.00	\$ 15,000.00	\$ 15,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
8.04	TRAFFIC SIGNAL MODIFICATIONS, NW 18TH STREET AND N ANKENY BOULEVARD	LS	1.00	1.00	1.00	\$ 6,200.00	\$ 6,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
8.05	PAINTED PAVEMENT MARKINGS, DURABLE	STA	176.54	176.54	176.54	\$ 101.00	\$ 17,830.54	0.00	\$ -	0.00	\$ -	0.00	\$ -	176.54	0.00%
8.06	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	42.00	42.00	42.00	\$ 160.00	\$ 6,720.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	42.00	0.00%
8.07	RAISED PAVEMENT MARKERS	EA	102.00	102.00	102.00	\$ 26.50	\$ 2,703.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	102.00	0.00%
8.08	PAVEMENT MARKINGS REMOVED	STA	37.37	37.37	37.37	\$ 101.00	\$ 3,774.37	0.00	\$ -	0.00	\$ -	0.00	\$ -	37.37	0.00%
8.09	SYMBOLS AND LEGENDS REMOVED	EA	4.00	4.00	4.00	\$ 160.00	\$ 640.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	4.00	0.00%
8.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA	138.20	138.20	138.20	\$ 69.00	\$ 9,535.80	0.00	\$ -	0.00	\$ -	0.00	\$ -	138.20	0.00%
8.11	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	42.00	42.00	42.00	\$ 128.00	\$ 5,376.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	42.00	0.00%
8.12	TEMPORARY TRAFFIC CONTROL	LS	1.00	1.00	1.00	\$ 42,000.00	\$ 42,000.00	0.00	\$ 25	\$ 10,500.00	0.00	\$ 0.25	\$ 10,500.00	0.75	28.00%
8.13	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	70.00	70.00	70.00	\$ 107.00	\$ 7,490.00	0.00	\$ -	20.00	\$ 20.00	\$ 20.00	\$ 2,140.00	50.00	28.57%
8.14	RELOCATE EXISTING FIBER CABLE	LF	1755.00	1755.00	1755.00	\$ 6.50	\$ 11,407.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	1,755.00	0.00%
8.15	RELOCATE EXISTING TRACER AND PULL TAPE	LF	1305.00	1305.00	1305.00	\$ 1.00	\$ 1,305.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1,305.00	0.00%
8.16	TRACER WIRE AND PULL ROPE	LF	510.00	510.00	510.00	\$ 1.25	\$ 637.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	510.00	0.00%
8.17	CONDUIT, FIBER OPTIC, BLUE HOPE, 2 INCH DIAMETER	LF	1765.00	1765.00	1765.00	\$ 13.25	\$ 23,386.25	0.00	\$ -	0.00	\$ -	0.00	\$ -	1,765.00	0.00%
8.18	FIBER OPTIC SPLICE	EA	108.00	108.00	108.00	\$ 66.00	\$ 7,128.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	108.00	0.00%
8.19	TYPE III HANDHOLE, 36" X 24" X 30"	EA	5.00	5.00	5.00	\$ 1,900.00	\$ 9,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	5.00	0.00%
8.20	TYPE IV HANDHOLE, 48" X 30" X 36"	EA	2.00	2.00	2.00	\$ 2,800.00	\$ 5,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	2.00	0.00%
8.21	SPLICE CASE	EA	1.00	1.00	1.00	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
8.22	INSTALL FIBER ENCLOSURE PANEL, SPH-0TP, DIN RAIL MOUNTED, CITY-FURNISHED	EA	2.00	2.00	2.00	\$ 360.00	\$ 720.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	2.00	0.00%
8.23	INSTALL COH PANEL, COH-CP-12-A3-P03RH, CITY-FURNISHED	EA	2.00	2.00	2.00	\$ 360.00	\$ 720.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	2.00	0.00%
8.24	REMOVE EXISTING HANDHOLES	EA	5.00	5.00	5.00	\$ 850.00	\$ 4,250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	5.00	0.00%
8.25	TRAFFIC SIGNS BY AREA	SF	117.80	117.80	117.80	\$ 43.00	\$ 5,065.40	0.00	\$ -	0.00	\$ -	0.00	\$ -	117.80	0.00%
8.26	WOOD POSTS	LF	122.00	122.00	122.00	\$ 21.50	\$ 2,623.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	122.00	0.00%
8.27	ROUND STEEL POSTS	LF	68.00	68.00	68.00	\$ 32.00	\$ 2,176.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	68.00	0.00%
8.28	ROUND STEEL POST ANCHORS	EA	7.00	7.00	7.00	\$ 160.00	\$ 1,120.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	7.00	0.00%
8.29	REMOVE AND REINSTALL TRAFFIC SIGNS	EA	2.00	2.00	2.00	\$ 270.00	\$ 540.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	2.00	0.00%
8.30	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EA	33.00	33.00	33.00	\$ 270.00	\$ 8,910.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	33.00	0.00%
SITE WORK AND LANDSCAPING															
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 4	AC	3.10	3.10	3.10	\$ 480.00	\$ 1,488.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	3.10	0.00%
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	3.10	3.10	3.10	\$ 2,300.00	\$ 7,130.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	3.10	0.00%
9.03	FILTER SOCK, 9 INCH	LF	8400.00	8400.00	8400.00	\$ 2.00	\$ 16,800.00	438.00	\$ 876.00	0.00	\$ 438.00	\$ 876.00	\$ 876.00	5.21	5.21%
9.04	FILTER SOCK, REMOVAL	LF	8400.00	8400.00	8400.00	\$ 0.25	\$ 2,100.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	8,400.00	0.00%
9.05	EROSION CONTROL MULCHING, HYDRONULCHING, BFM	AC	6.20	6.20	6.20	\$ 3,200.00	\$ 19,840.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	6.20	0.00%
9.06	INLET PROTECTION DEVICE, SURFACE APPLIED	EA	37.00	37.00	37.00	\$ 128.00	\$ 4,736.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	37.00	0.00%
9.07	INLET PROTECTION DEVICE, DROP-IN	EA	68.00	68.00	68.00	\$ 128.00	\$ 8,704.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	68.00	0.00%
9.08	INLET PROTECTION DEVICE, MAINTENANCE	EA	136.00	136.00	136.00	\$ 16.00	\$ 2,176.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	136.00	0.00%
9.09	REMOVAL OF FENCE	LF	88.00	88.00	88.00	\$ 45.00	\$ 3,960.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	88.00	0.00%
MISCELLANEOUS															
11.01	MOBILIZATION	LS	1.00	1.00	1.00	\$ 89,430.64	\$ 89,430.64	0.25	\$ 22,357.66	0.00	\$ 25	\$ 22,357.66	0.75	26.00%	
11.02	MAINTENANCE OF POSTAL SERVICE	LS	1.00	1.00	1.00	\$ 530.00	\$ 530.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
11.03	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00	1.00	1.00	\$ 1,600.00	\$ 1,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
11.04	TEMPORARY PEDESTRIAN RAMP	EA	2.00	2.00	2.00	\$ 2,200.00	\$ 4,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	2.00	0.00%
11.05	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1.00	1.00	1.00	\$ 12,000.00	\$ 12,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
11.06	PARK SIGN CONCRETE FOUNDATION	LS	1.00	1.00	1.00	\$ 3,200.00	\$ 3,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
11.07	REMOVE, SALVAGE, AND RELOCATE MAILBOX	EA	1.00	1.00	1.00	\$ 480.00	\$ 480.00	0.00	\$ -	0.50	\$ 0.50	\$ 240.00	0.50	50.00%	
CHANGE ORDER ITEMS															
12.01	TEMPORARY WAYFINDING SIGN (COACHLIGHT CLINIC)	EA	0.00	1.00	1.00	\$ 550.00	\$ 550.00	1.00	\$ 550.00	0.00	\$ 1.00	\$ 550.00	0.00	100.00%	
12.02			0.00	0.00	0.00	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	0.00%
12.03			0.00	0.00	0.00	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	0.00%
12.04			0.00	0.00	0.00	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	0.00%
12.05			0.00	0.00	0.00	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 4,355,550.00 PAY PERIOD = \$ 310,336.41

COMPLETED = \$ 389,859.37

8.95%



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #24 in the amount of \$19,437.33 to FOX Strand, for engineering services on the Ankeny ASR project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #24

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: MAY 15, 2023 PAYMENT REQUEST # 24
PAYMENT PERIOD: From: March 1, 2023 Through: March 31, 2023

Contract Summary

Original Contract Amount:	\$	<u>349,900.00</u>	
Net change by Change Orders:	\$	<u>444,600.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$		<u>794,500.00</u>
Total completed and stored to date:	\$	<u>770,042.39</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$		<u>770,042.39</u>
Less previous applications for payment:	\$		<u>750,605.06</u>
SUBTOTAL	\$		<u>19,437.33</u>

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 19,437.33

Balance to finish, including retainage: \$ 24,457.61

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name _____

Signature _____ Date _____

Engineer / Consultant Approval:

Firm Name FOX Strand

Steven J. Troyer, P.E. April 25, 2023

Signature _____ Date _____

City of Ankeny Staff Approval:

Donald Clark 4-26-23

Signature _____ Date _____

Submit to: Don Clark, Director of Municipal Utilities

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	3/30/21	\$ 12,000.00
2	5/30/20	\$ 39,140.00
3	6/30/21	\$ 14,380.00
4	7/31/21	\$ 29,721.05
5	8/30/21	\$ 47,830.00
6	9/30/21	\$ 28,000.00
7	10/30/21	\$ 45,745.90
8	11/30/21	\$ 90,901.20
9	12/31/21	\$ 52,850.19
10	1/31/22	\$ 20,190.20
11	2/28/22	\$ 27,490.50
12	3/31/22	\$ 25,838.20
13	4/30/22	\$ 18,385.15
14	5/30/22	\$ 38,250.50
15	6/30/22	\$ 41,877.85
16	7/31/22	\$ 35,640.96
17	8/31/22	\$ 37,939.97
18	9/30/22	\$ 34,660.59
19	10/31/22	\$ 26,208.18
20	11/30/22	\$ 14,947.87
21	12/31/22	\$ 19,540.34
22	01/31/23	\$ 25,763.36
23	02/28/23	\$ 23,303.05
24		
25		
26		
27		
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		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 750,605.06

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ -
Please update Payment Application Sheet

Contract Time Remaining

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



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

Invoice

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

April 13, 2023
Project No: 7020.001
Invoice No: 0196103

Professional Services: March 1, 2023 through March 31, 2023

Project 7020.001 Ankeny ASR - Final Design

Fee

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

Project 7020.002 Ankeny ASR - IDNR Permit Fees

Total this Project 0.00

Project 7020.003 Ankeny ASR - Bidding

Fee

Total Fee	31,000.00			
Percent Complete	100.00	Total Earned	31,000.00	
		Previous Fee Billing	31,000.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Project		0.00

Project 7020.004 Ankeny ASR - Construction Administration; Demolition

Total this Project 0.00

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

Page 1 of 3

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

Project	7020.001	Ankeny ASR - Final Design	Invoice	0196103
Project	7020.005	Ankeny ASR - RPR Demolition		
		Total this Project		0.00
Project	7020.006	Ankeny ASR - Geotechnical Report		
		Total this Project		0.00
Project	7020.007	Ankeny ASR - Testing Services; WWTP Demolition		
		Total this Project		0.00
Project	7020.008	Ankeny ASR - Construction Administration		
Fee				
Total Fee		270,000.00		
Percent Complete	94.30	Total Earned	254,610.00	
		Previous Fee Billing	243,000.00	
		Current Fee Billing	11,610.00	
		Total Fee		11,610.00
		Total this Project		\$11,610.00
Project	7020.009	Ankeny ASR - Bidding Documents		
		Total this Project		0.00
Project	7020.010	Construction Resident Project Representative		
		Total Labor		5,215.25
		Total Expenses		192.80
		Total this Project		\$5,408.05
Project	7020.011	Construction Staking Services		
		Total this Project		0.00

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

Page 2 of 3

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

Project	7020.001	Ankeny ASR - Final Design	Invoice	0196103
Project	7020.012	Construction Field and Laboratory Testing Services		
	Total Expenses			2,419.28
		Total this Project		\$2,419.28
		Total this Invoice		\$19,437.33

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

Page 3 of 3

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



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

DATE: April 10, 2023

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

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

DELIVERY: US mail

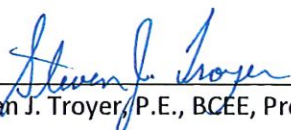
ITEMS: Status Report / Monthly Billing

COMMENTS:

Mr. Clark,

This billing is for professional engineering services for the March 2023 billing period. Time was spent this period on construction administration, reviewing submittals, and responding to contractor questions and RFIs, as well as RPR construction observation and construction staking. Construction progress meetings were held on March 1, 15, and 29.

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



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



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #17 in the amount of \$4,721.35 to HR Green, Inc., for construction administration and construction inspection services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #17

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: May 15, 2023 **PAYMENT REQUEST #** 17
PAYMENT PERIOD: From: January 28, 2023 Through: March 31, 2023

Contract Summary

Original Contract Amount:	\$	206,500.00	
Net change by Change Orders:	\$	817,900.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,024,400.00	
Total completed and stored to date:	\$	971,258.10	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	971,258.10	
Less previous applications for payment:	\$	966,536.75	
SUBTOTAL	\$	4,721.35	

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 4,721.35

Balance to finish, including retainage: \$ 53,141.90

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

HR Green, Inc.

Firm Name

Signature

Date

April 26, 2023

City of Ankeny Staff Approval:

Signature

Date

4/28/2023

Submit to:

Amy Quartell, PE, City Engineer

E-mail: aquartell@ankenyiowa.gov

Phone: (515) 965-6448

Fax: (515) 965-6448

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 17, 2021	\$ 17,924.10
2	July 19, 2021	\$ 50,683.86
3	August 16, 2021	\$ 16,218.75
4	September 20, 2021	\$ 32,991.50
5	November 1, 2021	\$ 69,694.72
6	December 20, 2021	\$ 176,402.47
7	February 7, 2022	\$ 71,838.02
8	March 7, 2022	\$ 41,650.56
9	May 2, 2022	\$ 153,782.31
10	June 6, 2022	\$ 24,295.65
11	August 15, 2022	\$ 18.06
12	August 1, 2022	\$ 90,425.37
13	October 3, 2022	\$ 68,305.36
14	November 7, 2022	\$ 44,786.13
15	January 3, 2023	\$ 81,050.64
16	March 20, 2023	\$ 26,469.25
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
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		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = \$ 966,536.75

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

CHANGE ORDER TOTAL = \$ -

Please update Payment Application Sheet

Contract Time Remaining

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



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

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

April 25, 2023
Project No: 210361
Invoice No: 162245
Invoice Total: \$4,721.35

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

Professional Services Through March 31, 2023

Professional Personnel

	Hours	Amount	
Senior Professional	3.50	810.00	
Professional	15.50	2,712.50	
Field Personnel	5.00	580.00	
Corporate Admin	4.00	508.00	
Totals	28.00	4,610.50	
Total Labor			4,610.50

Unit Charges

Mileage 0.625	65.00	
Mileage 0.655	45.85	
Total Unit Charges	110.85	110.85

Billing Limits

	Current	Prior	To-Date
Total Billings	4,721.35	311,036.75	315,758.10
Limit			368,900.00
Remaining			53,141.90

Total this Invoice \$4,721.35



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

▷ HRGREEN.COM

April 28, 2023

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

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

Dear Amy:

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

Attached Invoice #	162245
Period covered by invoice	1/28/23 - 3/31/23
Amount this invoice	\$4,721.35
Total billings to date, including this invoice	\$315,758.10
Contract maximum fee	\$368,900
% of Contract billed to date	85.59%

Summary of services during this billing period:

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

Comments:

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

Best regards,

HR GREEN, INC.

Tony Babcock, P.E.



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #6 in the amount of \$2,274.50 to HR Green, Inc., for engineering services on the Otter Creek Trunk Sewer - Phase 3 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 #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny, IA - Otter Creek Trunk Sewer Phase 3
Contractor: HR Green, Inc.
Address: 5525 Merle Hay Road, Suite 200, Johnston, IA 50131
Finance Budget Code: 657.3657.4210 Finance Project #: 657.421
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: April 5, 2021 Vendor #: 5531

Date of Council Meeting: May 15, 2023 PAYMENT REQUEST # 6
PAYMENT PERIOD: From: July 2, 2022 Through: October 28, 2022

Contract Summary

Original Contract Amount:	\$	77,400.00	
Net change by Change Orders:	\$	67,900.00	
Contract Amount to Date: (line 1 ± 2)	\$		145,300.00
Total completed and stored to date:	\$	107,892.01	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		107,892.01
Less previous applications for payment:	\$		105,617.51
SUBTOTAL	\$		2,274.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,274.50

Balance to finish, including retainage: \$ 37,407.99

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:

HR Green, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Don Clark, Director of Municipal Utilities

E-mail:

DClark@AnkenyIowa.gov

Phone:

515-963-3529

Fax:

515-963-3535

CONTRACT PRICE DETAIL

Date printed: 5/5/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

[illegible]

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 107,892.01 PAY PERIOD = \$ 107,892.01

COMPLETED = \$ 107,892.01

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 2, 2021	\$ 25,776.00
2	September 20, 2021	\$ 17,832.63
3	November 15, 2021	\$ 15,762.50
4	March 25, 2022	\$ 36,992.33
5	August 1, 2022	\$ 9,254.05
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
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		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = \$ 105,617.51

Record of Change Orders

No.	Date	Amount
1		\$ 67,900.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

CHANGE ORDER TOTAL = \$ 67,900.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	0.0



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

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

November 23, 2022
 Project No: 210145
 Invoice No: 157954
 Invoice Total: \$2,274.50

Project 210145 Ankeny, IA - Otter Creek Trunk Sewer Phase 3

Professional Services Through October 28, 2022

Phase 1000 Final Design

Professional Personnel

	Hours	Amount	
Admin Coordinator	.50	55.00	
Totals	.50	55.00	
Total Labor			55.00

Unit Charges

Technology & Communication Charge	3.00	
Total Unit Charges	3.00	3.00

Total this Phase \$58.00

Phase 3000 Construction Administration

Professional Personnel

	Hours	Amount	
Senior Professional	.75	165.00	
Junior Professional	11.50	1,495.00	
Senior Technician	1.00	140.00	
Admin Coordinator	.50	50.00	
Operators/Interns	4.00	260.00	
Totals	17.75	2,110.00	
Total Labor			2,110.00

Unit Charges

Technology & Communication Charge	106.50	
Total Unit Charges	106.50	106.50

Total this Phase \$2,216.50

Billing Limits

	Current	Prior	To-Date
Total Billings	2,274.50	105,617.51	107,892.01
Limit			145,300.00
Remaining			37,407.99

Total this Invoice \$2,274.50



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #13 in the amount of \$32,390.44 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: 05/15/2023 **PAYMENT REQUEST #** 13
PAYMENT PERIOD: From: April 2, 2022 Through: April 29, 2023

Contract Summary

Original Contract Amount:	\$	385,000.00	
Net change by Change Orders:	\$	395,300.00	
Contract Amount to Date: (line 1 ± 2)	\$	780,300.00	
Total completed and stored to date:	\$	506,651.12	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	506,651.12	
Less previous applications for payment:	\$	474,260.68	
SUBTOTAL	\$	32,390.44	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 32,390.44

Balance to finish, including retainage: \$ 273,648.88

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

May 4, 2023

City of Ankeny Staff Approval:

Signature

Date

5/4/2023

Submit to:

Jim Haberichter, P.E. - Civil Engineer II

E-mail:

JHaberichter@AnkenyIowa.gov

Phone:

(515) 963-3536

Fax:

(515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 18, 2022	\$ 75,028.75
2	May 16, 2022	\$ 70,068.80
3	June 20, 2022	\$ 12,000.00
4	June 18, 2022	\$ 25,675.21
5	August 15, 2022	\$ 28,367.75
6	September 19, 2022	\$ 38,946.51
7	October 17, 2022	\$ 38,657.50
8	November 21, 2022	\$ 91,841.25
9	December 19, 2022	\$ 2,900.00
10	January 17, 2023	\$ 1,514.23
11	March 20, 2023	\$ 55,396.27
12	May 1, 2023	\$ 33,864.41
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
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		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = \$ 474,260.68

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 395,300.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

CHANGE ORDER TOTAL = \$ 395,300.00

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



1360 NW 121st Street
Clive, IA 50325

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

April 30, 2023
Project No: 0000211008-010
Invoice No: 145024
Due Date: May 30, 2023

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

Professional Services from April 02, 2023 to April 29, 2023

Phase	600	Construction Administration
Task	601	Construction Administration

	Hours	Rate	Amount	
Project Manager I	4.00	185.00	740.00	
Engineer I	33.50	125.00	4,187.50	
Project Manager III	8.50	230.00	1,955.00	
Engineer III	49.00	185.00	9,065.00	
Totals	95.00		15,947.50	
Total Labor				15,947.50

Mileage (.655/.50 p/mile)	16.90
Total this Task	\$15,964.40

Task	603	Traffic Signal and Fiber Optic Construction Administration
------	-----	--

	Hours	Rate	Amount	
Engineer III	1.00	185.00	185.00	
Totals	1.00		185.00	
Total Labor				185.00
Total this Task				\$185.00
Total this Phase				\$16,149.40

Phase	650	Onsite Project Representative
-------	-----	-------------------------------

	Hours	Rate	Amount	
Engineer I	9.00	125.00	1,125.00	
On Site Representative I	4.00	115.00	460.00	
On-Site Representative II	68.00	155.00	10,540.00	
Totals	81.00		12,125.00	
Total Labor				12,125.00

Project	0000211008-010	Ankeny NW 18th St Reconstruction	Invoice	145024
---------	----------------	----------------------------------	---------	--------

Mileage (.655/.50 p/mile)

340.64

Total this Phase \$12,465.64

Phase	700	Survey Services
Task	760	Construction Staking

	Hours	Rate	Amount	
Project Manager I	2.00	185.00	370.00	
Crew Chief	24.00	135.00	3,240.00	
Totals	26.00		3,610.00	
Total Labor				3,610.00

Mileage (.90 p/mile)

50.40

Total this Task \$3,660.40

Total this Phase \$3,660.40

Phase	900	Additional Services
Task	959	Additional NW Ash Dr Pavement Design

	Hours	Rate	Amount	
Project Manager III	.50	230.00	115.00	
Totals	.50		115.00	
Total Labor				115.00
Total this Task				\$115.00
Total this Phase				\$115.00

Phase	950	Subconsultants and Fees
Total this Phase		0.00

	Current	Prior	To-Date	
Total Billings	32,390.44	474,260.68	506,651.12	
Contract Limit (not-to-exceed)			780,300.00	
Contract Limit Remaining			273,648.88	
Total Due this Invoice				\$32,390.44

Outstanding Invoices

Number	Date	Balance
144400	3/31/2023	33,864.41
Total		33,864.41

May 4, 2022



Mr. Jim Haberichter, PE
Civil Engineer II
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

RE: NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard
Progress Report No. 13
MEC Project No. 2110008-010

Dear Mr. Haberichter:

This is the thirteenth progress report for the above referenced project and covers work through April 29, 2022. Work related to this project through this period includes construction staking, shop drawing review, utility coordination with review and approval or utility relocation plans, construction observation, and construction administration.

Elder Corporation has completed approximately 8.95% of the project contract while using 25.5 of 130 working days (19.6%). Elder has nearly completed the Stage 1 water main, storm sewer, and grading. Elder plans to finish all Stage 1 grading, storm sewer, and water main installation over the next few weeks and begin subgrade and subbase preparation, subdrain installation, and potentially paving prior to the Stage 2 closure. Stage 2 closure is expected to be begin June 1, 2023 and is expected to last until August 22, 2023.

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

Sincerely,

Scott E. Port, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of \$835.00 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: May 15, 2023 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: April 2, 2023 Through: April 29, 2023

Contract Summary

Original Contract Amount:	\$	102,600.00	
Net change by Change Orders:	\$	47,450.00	
Contract Amount to Date: (line 1 ± 2)	\$	150,050.00	
Total completed and stored to date:	\$	128,495.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	128,495.50	
Less previous applications for payment:	\$	127,660.50	
SUBTOTAL	\$		835.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 835.00

Balance to finish, including retainage: \$ 21,554.50

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Matt Grgurich, - Civil Engineer I

E-mail:

MGrgurich@Ankenylowa.gov

Phone:

(515) 963-3549

Fax:

(515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 15, 2022	\$ 7,553.00
2	September 19, 2022	\$ 13,860.00
3	October 17, 2022	\$ 23,008.75
4	November 21, 2022	\$ 21,080.25
5	December 19, 2022	\$ 26,760.50
6	January 17, 2023	\$ 9,948.05
7	February 20, 2023	\$ 389.45
8	April 17, 2023	\$ 25,060.50
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = \$ 127,660.50

Record of Change Orders

No.	Date	Amount
1	March 6, 2023	\$ 47,450.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

CHANGE ORDER TOTAL = \$ 47,450.00

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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

May 4, 2023



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

RE: SW State Street Reconstruction – Southbound Lanes
Progress Report No. 9
MEC Project No. 2022000919-000

Dear Mr. Grgurich:

This is the ninth progress report for the above referenced project and covers work through April 29, 2023. Work related to this project through this period includes project administration and shop drawing / submittal review.

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

Sincerely,

A handwritten signature in blue ink, reading "Colton Hoffmann", with a stylized flourish at the end.

Colton D. Hoffmann, P.E.
Project Engineer

Enclosures



1360 NW 121st Street
Clive, IA 50325

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

May 03, 2023
Project No: 2022000919-000
Invoice No: 145010
Due Date: June 02, 2023

Project 2022000919-000 Ankeny SW State Street Reconstruction - Southbound Lanes
Professional Services from April 02, 2023 to April 29, 2023

Phase	600	Construction Administration			
		Hours	Rate	Amount	
Engineer I		1.50	125.00	187.50	
Engineer III		1.50	185.00	277.50	
Totals		3.00		465.00	
Total Labor					465.00
Total this Phase					\$465.00
Phase	850	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 Phase					\$370.00
		Current	Prior	To-Date	
Total Billings		835.00	127,660.50	128,495.50	
Contract Limit (not-to-exceed)				150,050.00	
Contract Limit Remaining				21,554.50	
Total Due this Invoice					\$835.00



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$228,556.46 to Musco Sports Lighting dba Iowa Sports Turf for construction services on the Cherry Glen Ballfield Development project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: CHERRY GLEN BALLFIELD DEVELOPMENT
Contractor: MUSCO SPORTS LIGHTING dba IOWA SPORTS TURF
Address: 742 NE 47TH PLACE, DES MOINES, IA 50313
Finance Budget Code: 933.2933.4468 **Finance Project #** 933.2933
Vendor Project or Invoice #: 1 **PO #** n/a
Original Contract Date: November 21, 2022 **Vendor #** n/a

Date of Council Meeting: May 15, 2023 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: November 21, 2022 Through: April 13, 2023

Contract Summary

Original Contract Amount:	\$	588,029.01	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	588,029.01	
Total completed and stored to date:	\$	240,585.75	
Retainage: 5 % of Completed Work:	\$	12,029.29	
Total Earned less Retainage:	\$	228,556.46	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$	228,556.46	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 228,556.46

Balance to finish, including retainage: \$ 359,472.55

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: MUSCO SPORTS LIGHTING dba IOWA SPORTS TURF

Signature: [Signature]
Firm Name

Date: 5/3/23

Engineer / Consultant Approval: Snyder & Associates Inc.

Signature: [Signature]
Firm Name

Date: 05/03/2023

City of Ankeny Staff Approval:

Signature: [Signature]

Date: 5/5/23

Submit to: Nick Lenox - Parks & Recreation Director
E-mail: NLenox@Ankenylowa.gov **Phone:** (515) 963-3576 **Fax:** (515) 963-3535

Date Printed: 5/3/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	General Provisions	LS	1		1	\$20,000.00	\$ 20,000.00	-	\$ -	1.00	0.00%
2.1	Demolition	LS	1		1	\$15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	-	100.00%
2.2	Import	LS	1		1	\$47,292.30	\$ 47,292.30	1.00	\$ 47,292.30	-	100.00%
2.3	Grading	LS	1		1	\$80,000.00	\$ 80,000.00	0.50	\$ 40,000.00	0.50	50.00%
3	Ballfield Surfaces / Bases	LS	1		1	\$41,555.00	\$ 41,555.00	0.75	\$ 31,166.25	0.25	75.00%
4	Fencing	LS	1		1	\$31,671.63	\$ 31,671.63	-	\$ -	1.00	0.00%
5	Storm Sewer	LS	1		1	\$72,912.00	\$ 72,912.00	1.00	\$ 72,912.00	-	100.00%
6	Water Service	LS	1		1	\$13,393.60	\$ 13,393.60	0.75	\$ 10,045.20	0.25	75.00%
7	Dugout Benches	LS	1		1	\$ 8,000.00	\$ 8,000.00	-	\$ -	1.00	0.00%
8	Concrete Paving	LS	1		1	\$159,823.12	\$ 159,823.12	-	\$ -	1.00	0.00%
9	Landscaping	LS	1		1	\$14,406.96	\$ 14,406.96	-	\$ -	1.00	0.00%
10	Surface Restoration	LS	1		1	\$30,200.00	\$ 30,200.00	-	\$ -	1.00	0.00%
	Alternate #1	LS	1		1	\$53,774.40	\$ 53,774.40	0.45	\$ 24,170.00	0.55	44.95%
28					-	\$ -	\$ -		\$ -	-	0.00%
29					-	\$ -	\$ -		\$ -	-	0.00%
30					-	\$ -	\$ -		\$ -	-	0.00%
31					-	\$ -	\$ -		\$ -	-	0.00%
32					-	\$ -	\$ -		\$ -	-	0.00%
33					-	\$ -	\$ -		\$ -	-	0.00%
34					-	\$ -	\$ -		\$ -	-	0.00%
35					-	\$ -	\$ -		\$ -	-	0.00%
36					-	\$ -	\$ -		\$ -	-	0.00%
37					-	\$ -	\$ -		\$ -	-	0.00%
38					-	\$ -	\$ -		\$ -	-	0.00%
39					-	\$ -	\$ -		\$ -	-	0.00%
40					-	\$ -	\$ -		\$ -	-	0.00%
41					-	\$ -	\$ -		\$ -	-	0.00%
42					-	\$ -	\$ -		\$ -	-	0.00%
43					-	\$ -	\$ -		\$ -	-	0.00%
44					-	\$ -	\$ -		\$ -	-	0.00%
45					-	\$ -	\$ -		\$ -	-	0.00%
46					-	\$ -	\$ -		\$ -	-	0.00%
47					-	\$ -	\$ -		\$ -	-	0.00%
48					-	\$ -	\$ -		\$ -	-	0.00%
49					-	\$ -	\$ -		\$ -	-	0.00%
50					-	\$ -	\$ -		\$ -	-	0.00%
51					-	\$ -	\$ -		\$ -	-	0.00%
52					-	\$ -	\$ -		\$ -	-	0.00%
53					-	\$ -	\$ -		\$ -	-	0.00%
54					-	\$ -	\$ -		\$ -	-	0.00%
55					-	\$ -	\$ -		\$ -	-	0.00%
56					-	\$ -	\$ -		\$ -	-	0.00%
57					-	\$ -	\$ -		\$ -	-	0.00%
58					-	\$ -	\$ -		\$ -	-	0.00%
59					-	\$ -	\$ -		\$ -	-	0.00%
60					-	\$ -	\$ -		\$ -	-	0.00%
61					-	\$ -	\$ -		\$ -	-	0.00%
62					-	\$ -	\$ -		\$ -	-	0.00%
63					-	\$ -	\$ -		\$ -	-	0.00%
64					-	\$ -	\$ -		\$ -	-	0.00%
65					-	\$ -	\$ -		\$ -	-	0.00%
66					-	\$ -	\$ -		\$ -	-	0.00%
67					-	\$ -	\$ -		\$ -	-	0.00%
68					-	\$ -	\$ -		\$ -	-	0.00%
69					-	\$ -	\$ -		\$ -	-	0.00%
70					-	\$ -	\$ -		\$ -	-	0.00%
71					-	\$ -	\$ -		\$ -	-	0.00%
72					-	\$ -	\$ -		\$ -	-	0.00%
73					-	\$ -	\$ -		\$ -	-	0.00%
74					-	\$ -	\$ -		\$ -	-	0.00%
75					-	\$ -	\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 588,029.01

\$ 240,585.75

-59.09%



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$39,041.00 to Nilles Associates, Inc., for engineering services on the SW Prairie Trail Parkway Complex 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: SW Prairie Trail Parkway Complex
 Contractor: Nilles Associates, Inc.
 Address: 1933 SW Magazine Road, Ankeny, IA
 Finance Budget Code: 847.2897.426 Finance Project #: 847.2897
 Vendor Project #: 22190 Purchase Order #:
 Original Contract Date: February 6, 2023 Vendor Account #: 3164

Date of Council Meeting: May 15, 2023 Payment Application #: 1

Payment Period: From: February 6, 2023 Through: March 31, 2023

Contract Summary:

Original Contract Amount:	\$	85,000.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	85,000.00	
Total Completed and Stored to Date:	\$	39,041.00	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	39,041.00	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:	\$	39,041.00	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	39,041.00	
Balance to Finish, Including Retainage:	\$	45,959.00	
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.

Engineer / Consultant Approval:

Nilles Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Nick Lenox, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

E-mail:

Nlenox@AnkenyIowa.gov

Phone Number:

(515) 963-3576

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
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		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

Record of Change Orders:

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

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

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

PREVIOUS PAY APPS TOTAL = \$ -

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE
ARCHITECTURE

NILLES ASSOCIATES

1933 SW Magazine Road
Ankeny, IA 50023
(515) 965-0123 office / (515) 965-3322 fax
nillesinc.com

INVOICE

City of Ankeny
Attn: Nick Lenox
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

Invoice Date: 4/10/2023
Billing Period 02/06/23-03/31/23

Invoice No: 22190.01
Project No: 22190

Project: SW Prairie Trail Parkway Complex

Basic Services:	Hours	Rate	Amount	Current
Engineer VI	8.0	\$178.00	\$1,424.00	
Engineer III	13.0	\$130.00	\$1,690.00	
Landscape Architect V	109.0	\$154.00	\$16,786.00	
Landscape Architect III	120.0	\$122.00	\$14,640.00	
Project Manager	7.0	\$137.00	\$959.00	
Engineering Technician VII	3.5	\$136.00	\$476.00	
Land Surveying Technician VII	11.0	\$136.00	\$1,496.00	
Land Surveying Technician III	10.5	\$88.00	\$924.00	
Land Surveying Technician II	8.5	\$76.00	<u>\$646.00</u>	
	Subtotal:		\$39,041.00	<u>\$39,041.00</u>
	Previous Invoices:		<u>\$0.00</u>	
	Total to Date:		\$39,041.00	

Contract Amount: \$ 85,000.00
Amount Remaining: \$ 45,959.00

Total Due this Invoice: \$39,041.00



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$145,789.37 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 #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: May 15, 2023

Payment Application #: 1

Payment Period: From: April 3, 2023 Through: April 29, 2023

Contract Summary:

Original Contract Amount:	\$	2,027,500.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	2,027,500.00	
Total Completed and Stored to Date:	\$	153,462.50	
Retainage: <u>5</u> % of Completed Work:	\$	7,673.13	
Total Earned Less Retainage:	\$	145,789.37	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:	\$	145,789.37	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	145,789.37	
Balance to Finish, Including Retainage:	\$	1,881,710.63	

Contract Time Remaining: 136.00 Working Days

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

Construction Contractor Approval: On Track Construction, LLC
Firm Name
Signature: [Signature] Date: 5-2-23

Engineer / Consultant Approval:
Firm Name

Signature Date

City of Ankeny Staff Approval:
Signature: [Signature] Date: 5/3/2023

Submit to: Matthew Grgurich - Civil Engineer I
E-mail: MGrgrich@AnkenyIowa.gov Phone Number: (515) 963-3549

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	\$ 7,500.00		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		\$ -		0.00	\$ -	1,045.00	0.00%
2.04	Subgrade Preparation, 6" Depth	CY	4,620.00		4,620.00	\$ 2.50	\$ 11,550.00		\$ -		0.00	\$ -	4,620.00	0.00%
2.05	Subgrade Treatment, Geogrid, Triangular	CY	460.00		460.00	\$ 6.00	\$ 2,760.00		\$ -		0.00	\$ -	460.00	0.00%
2.06	Subbase, Modified, 6" Depth (Virgin Aggregate)	CY	4,480.00		4,480.00	\$ 14.00	\$ 62,720.00		\$ -		0.00	\$ -	4,480.00	0.00%
2.07	Removal of Structure, Wood Shed, 10' X 6'	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00		1.00	\$ 2,500.00	0.00	100.00%
2.08	Compaction Testing	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00		\$ -		0.00	\$ -	1.00	0.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00		\$ -		0.00	\$ -	1.00	0.00%
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		\$ -		0.00	\$ -	1,100.00	0.00%
4.02	Sanitary Sewer, Service Stub, PVC, 4" Diameter	LF	430.00		430.00	\$ 115.00	\$ 49,450.00		\$ -		0.00	\$ -	430.00	0.00%
4.03	Removal of Sanitary Sewer, Less than or equal to 36" Diameter	LF	775.00		775.00	\$ 27.00	\$ 20,925.00		\$ -		0.00	\$ -	775.00	0.00%
4.04	Sanitary Sewer Cleanout, Temporary (Type 1)	EA	2.00		2.00	\$ 2,550.00	\$ 5,100.00		\$ -		0.00	\$ -	2.00	0.00%
4.05	Sanitary Sewer Cleanout, Temporary (Type 2)	EA	1.00		1.00	\$ 2,150.00	\$ 2,150.00		\$ -		0.00	\$ -	1.00	0.00%
4.06	Sanitary Sewer Abandonment, Fill and Plug	LF	300.00		300.00	\$ 30.00	\$ 9,000.00		\$ -		0.00	\$ -	300.00	0.00%
4.07	Storm Sewer, Trenched, Class III RCP, 15" Diameter (CI R-2 Bed)	LF	462.00		462.00	\$ 130.00	\$ 60,060.00		\$ -		0.00	\$ -	462.00	0.00%
4.08	Storm Sewer, Trenched, Class III RCP, 18" Diameter (CI R-2 Bed)	LF	66.00		66.00	\$ 132.00	\$ 8,712.00	34.00	\$ 4,488.00		34.00	\$ 4,488.00	32.00	51.52%
4.09	Storm Sewer, Trenched, Class III RCP, 24" Diameter (CI R-2 Bed)	LF	36.00		36.00	\$ 165.00	\$ 5,940.00		\$ -		0.00	\$ -	36.00	0.00%
4.10	Storm Sewer, Trenched, Class III RCP, 30" Diameter (CI R-2 Bed)	LF	280.00		280.00	\$ 180.00	\$ 50,400.00		\$ -		0.00	\$ -	280.00	0.00%
4.11	Storm Sewer, Trenched, Class III RCP, 36" Diameter (CI R-2 Bed)	LF	478.00		478.00	\$ 220.00	\$ 105,160.00		\$ -		0.00	\$ -	478.00	0.00%
4.12	Storm Sewer, Trenched, Class III RCP, 42" Diameter (CI R-2 Bed)	LF	8.00		8.00	\$ 430.00	\$ 3,440.00	8.00	\$ 3,440.00		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	\$ 77,280.00		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	\$ 6,300.00		225.00	\$ 6,300.00	56.00	80.07%
4.15	Storm Sewer Abandonment, Fill and Plug	LF	217.00		217.00	\$ 60.00	\$ 13,020.00		\$ -		0.00	\$ -	217.00	0.00%
4.16	Pipe Apron, RCP, 42" Diameter	EA	1.00		1.00	\$ 2,450.00	\$ 2,450.00	1.00	\$ 2,450.00		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	\$ 850.00		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	\$ 2,100.00		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		\$ -		0.00	\$ -	2,000.00	0.00%
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		\$ -		0.00	\$ -	19.00	0.00%
4.22	Storm Sewer Service Stub, PVC, 1.5" Diameter	LF	210.00		210.00	\$ 200.00	\$ 42,000.00		\$ -		0.00	\$ -	210.00	0.00%
WATER MAINS AND APPURTENANCES														
5.01	Water Main, Temporary, PEX, 2" Diameter	LF	1,100.00		1,100.00	\$ 41.00	\$ 45,100.00		\$ -		0.00	\$ -	1,100.00	0.00%
5.02	Water Main, Trenched, PVC, 4" Diameter	LF	30.00		30.00	\$ 94.00	\$ 2,820.00		\$ -		0.00	\$ -	30.00	0.00%
5.03	Water Main, Trenched, PVC, 6" Diameter	LF	20.00		20.00	\$ 98.00	\$ 1,960.00		\$ -		0.00	\$ -	20.00	0.00%
5.04	Water Main, Trenched, PVC, 8" Diameter	LF	1,150.00		1,150.00	\$ 84.00	\$ 96,600.00		\$ -		0.00	\$ -	1,150.00	0.00%
5.05	Fitting, 22.50 Degree Bend, 4"	EA	4.00		4.00	\$ 1,215.00	\$ 4,860.00		\$ -		0.00	\$ -	4.00	0.00%
5.06	Fitting, 22.50 Degree Bend, 6"	EA	2.00		2.00	\$ 1,315.00	\$ 2,630.00		\$ -		0.00	\$ -	2.00	0.00%
5.07	Fitting, 22.50 Degree Bend, 8"	EA	2.00		2.00	\$ 1,455.00	\$ 2,910.00		\$ -		0.00	\$ -	2.00	0.00%
5.08	Fitting, 8" X 8" Tee	EA	2.00		2.00	\$ 1,705.00	\$ 3,410.00		\$ -		0.00	\$ -	2.00	0.00%
5.09	Fitting, 8" X 4" Reducer	EA	2.00		2.00	\$ 1,020.00	\$ 2,040.00		\$ -		0.00	\$ -	2.00	0.00%
5.10	Fitting, 8" X 6" Reducer	EA	1.00		1.00	\$ 1,035.00	\$ 1,035.00		\$ -		0.00	\$ -	1.00	0.00%
5.11	Water Service, Polyethylene, 0.75" Diameter, Near Side	EA	12.00		12.00	\$ 2,445.00	\$ 29,340.00		\$ -		0.00	\$ -	12.00	0.00%
5.12	Water Service, Polyethylene, 0.75" Diameter, Far Side	EA	2.00		2.00	\$ 3,020.00	\$ 6,040.00		\$ -		0.00	\$ -	2.00	0.00%
5.13	Gate Valve, 8"	EA	4.00		4.00	\$ 2,765.00	\$ 11,060.00		\$ -		0.00	\$ -	4.00	0.00%
5.14	Fire Hydrant Assembly, Alternate	EA	3.00		3.00	\$ 7,000.00	\$ 21,000.00		\$ -		0.00	\$ -	3.00	0.00%
5.15	Fire Hydrant Assembly, Removal	EA	3.00		3.00	\$ 1,600.00	\$ 5,400.00		\$ -		0.00	\$ -	3.00	0.00%
5.16	Removal of Water Main	LF	1,190.00		1,190.00	\$ 22.00	\$ 26,180.00		\$ -		0.00	\$ -	1,190.00	0.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Manhole, Type SW-301, 48" Diameter	EA	5.00		5.00	\$ 5,640.00	\$ 28,200.00		\$ -		0.00	\$ -	5.00	0.00%
6.02	Manhole, Type SW-401, 60" Diameter	EA	1.00		1.00	\$ 8,950.00	\$ 8,950.00		\$ -		0.00	\$ -	1.00	0.00%
6.03	Manhole, Type SW-401, 72" Diameter	EA	1.00		1.00	\$ 9,600.00	\$ 9,600.00		\$ -		0.00	\$ -	1.00	0.00%
6.04	Intake Type SW-505	EA	7.00		7.00	\$ 8,290.00	\$ 44,030.00	1.00	\$ 6,290.00		1.00	\$ 6,290.00	6.00	14.29%
6.05	Intake Type SW-506	EA	6.00		6.00	\$ 12,145.00	\$ 72,870.00		\$ -		0.00	\$ -	6.00	0.00%
6.06	Intake Type SW-513, 6" X 6"	EA	1.00		1.00	\$ 10,350.00	\$ 10,350.00	1.00	\$ 10,350.00		1.00	\$ 10,350.00	0.00	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

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		\$ -		0.00	\$ -	4.00	0.00%
6.09	Remove Cleanout, Storm	EA	2.00		2.00	\$ 600.00	\$ 1,200.00		\$ -		0.00	\$ -	2.00	0.00%
6.10	Remove Intake, Storm	EA	3.00		3.00	\$ 600.00	\$ 1,800.00	1.00	\$ 600.00		1.00	\$ 600.00	2.00	33.33%
6.11	Remove Cleanout, Sanitary	EA	2.00		2.00	\$ 500.00	\$ 1,000.00		\$ -		0.00	\$ -	2.00	0.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, C-SUD, 8"	SY	3,517.00		3,517.00	\$ 88.00	\$ 309,496.00		\$ -		0.00	\$ -	3,517.00	0.00%
7.02	Pavement, PCC, C-SUD, 7"	ST	264.00		264.00	\$ 56.50	\$ 14,916.00		\$ -		0.00	\$ -	264.00	0.00%
7.03	PCC Pavement Samples and Testing	LS	1.00		1.00	\$ 4,850.00	\$ 4,850.00		\$ -		0.00	\$ -	1.00	0.00%
7.04	Removal of Sidewalk	SY	680.00		680.00	\$ 15.00	\$ 10,200.00		\$ -		0.00	\$ -	680.00	0.00%
7.05	Removal of Driveway	SY	692.00		692.00	\$ 15.00	\$ 10,380.00		\$ -		0.00	\$ -	692.00	0.00%
7.06	Sidewalk, PCC, 4"	SY	801.00		801.00	\$ 46.00	\$ 36,846.00		\$ -		0.00	\$ -	801.00	0.00%
7.07	Sidewalk, PCC, 6"	SY	35.00		35.00	\$ 182.00	\$ 6,370.00		\$ -		0.00	\$ -	35.00	0.00%
7.08	Detectable Warnings, Galvanized Steel	SF	68.00		68.00	\$ 52.50	\$ 3,570.00		\$ -		0.00	\$ -	68.00	0.00%
7.09	Driveway, Paved, PCC, 6"	SY	719.00		719.00	\$ 58.00	\$ 41,702.00	69.00	\$ 4,002.00		69.00	\$ 4,002.00	650.00	9.60%
7.10	Pavement Removal	SY	3,297.00		3,297.00	\$ 15.00	\$ 49,455.00	69.00	\$ 1,035.00		69.00	\$ 1,035.00	3,228.00	2.09%
TRAFFIC CONTROL														
8.01	Temporary Traffic Control	LS	1.00		1.00	\$ 8,000.00	\$ 8,000.00	0.25	\$ 2,000.00		0.25	\$ 2,000.00	0.75	25.00%
8.02	Portable Dynamic Message Signs	CDAY	10.00		10.00	\$ 200.00	\$ 2,000.00	5.00	\$ 1,000.00		5.00	\$ 1,000.00	5.00	50.00%
8.03	Remove and Reinstall Type A Sign	EA	5.00		5.00	\$ 300.00	\$ 1,500.00		\$ -		0.00	\$ -	5.00	0.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding and Fertilizing, Type 4	AC	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -		0.00	\$ -	1.00	0.00%
9.02	Rip Rep, Erosion Stone, Remove and Reinstall	TON	50.00		50.00	\$ 93.50	\$ 4,675.00	50.00	\$ 4,675.00		50.00	\$ 4,675.00	0.00	100.00%
9.03	Silt Fence Ditch Check	LF	50.00		50.00	\$ 10.00	\$ 500.00		\$ -		0.00	\$ -	50.00	0.00%
9.04	Silt Fence Ditch Check, Removal	LF	50.00		50.00	\$ 5.00	\$ 250.00		\$ -		0.00	\$ -	50.00	0.00%
9.05	Erosion Control Mulching, Hydromulching, BFM	AC	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -		0.00	\$ -	1.00	0.00%
9.06	Inlet Protection Device, Rock	EA	13.00		13.00	\$ 850.00	\$ 11,050.00		\$ -		0.00	\$ -	13.00	0.00%
9.07	Inlet Protection Device, Drop In & Removal	EA	28.00		28.00	\$ 125.00	\$ 3,500.00		\$ -		0.00	\$ -	28.00	0.00%
9.08	Inlet Protection Device, Maintenance	EA	56.00		56.00	\$ 25.00	\$ 1,400.00		\$ -		0.00	\$ -	56.00	0.00%
9.09	Removal of Fence, Wood Privacy Fence	LF	100.00		100.00	\$ 20.00	\$ 2,000.00	100.00	\$ 2,000.00		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		0.10	\$ 850.00	0.90	10.00%
DEMOLITION														
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 125,000.00	\$ 125,000.00	0.10	\$ 12,500.00		0.10	\$ 12,500.00	0.90	10.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$ 5,050.00	\$ 5,050.00		\$ -		0.00	\$ -	1.00	0.00%
11.03	Maintenance of Solid Waste Collection	LS	1.00		1.00	\$ 5,050.00	\$ 5,050.00		\$ -		0.00	\$ -	1.00	0.00%
11.04	Temporary Pedestrian Ramp	EA	5.00		5.00	\$ 505.00	\$ 2,525.00		\$ -		0.00	\$ -	5.00	0.00%
11.05	Temporary Granular Sidewalk	SY	568.00		568.00	\$ 30.00	\$ 17,040.00		\$ -		0.00	\$ -	568.00	0.00%
11.06	Concrete Washout	LS	1.00		1.00	\$ 2,020.00	\$ 2,020.00		\$ -		0.00	\$ -	1.00	0.00%
11.07	Pre & Post Foundation Inspection	LS	1.00		1.00	\$ 2,505.00	\$ 2,505.00	0.50	\$ 1,252.50		0.50	\$ 1,252.50	0.50	50.00%
CHANGE ORDER ITEMS														
12.01					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.02					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$2,027,500.00 PAY PERIOD = \$ 153,462.50

COMPLETED = \$ 153,462.50

7.57%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
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		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
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 3, 2023

Substantial Completion:

Contract Working Days:	140.0
Added by Change Order:	
Total Working Days:	140.0
Working Days Used to Date:	14.0
Working Days Remaining:	126.0

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 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$66,327.62 to Shekar Engineering, P.L.C, for construction services on the 2023 Pedestrian Ramp Improvements Program - Fountain View 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: 2023 Pedestrian Ramp Improvements Program - Fountain View
Contractor: Shekar Engineering, P.L.C.
Address: 2600 MLK Jr. Pkwy, #200, Des Moines, IA 50310
Finance Budget Code: 936.2936.4459 Finance Project #: 936.4459
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: March 6, 2023 Vendor Account #: 8519

Date of Council Meeting: May 15, 2023 Payment Application #: 1

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

Contract Summary:

Original Contract Amount: \$ 177,141.61
Net Change by Change Orders: \$ 7,639.00
Contract Amount to Date: (line 1 ± 2) \$ 184,780.61

Total Completed and Stored to Date: \$ 69,818.55
Retainage: 5 % of Completed Work: \$ 3,490.93
Total Earned Less Retainage: \$ 66,327.62
Less Previous Applications for Payment: \$ -
SUBTOTAL: \$ 66,327.62

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 66,327.62

Balance to Finish, Including Retainage: \$ 118,452.99

Contract Time Remaining: 45.00 Working Days

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

Construction Contractor Approval: Shekar Engineering, P.L.C.

Digitally signed by Matthew Sundberg, PE
DN: c=US, email=sundberg@shekarus.com, ou=Shekar Engineering, PLC, ou=Project Manager, cn=Matthew Sundberg, PE
Reason: I am approving this document.
Date: 2023.05.02 08:51:03-0500

Signature

Firm Name

May 2, 2023

Date

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Matthew Grgurich - Civil Engineer I
E-mail: MGrgurich@Ankenylowa.gov Phone Number: (515) 963-3549

Date Printed: 5/1/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Intake, SW-505, 6'-8" X 2'-0", Cast-in-place	EA	3.00		3.00	\$ 6,669.00	\$ 20,007.00	1.00	\$ 6,669.00		1.00	\$ 6,669.00	2.00	33.33%
6.02	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	5.00		5.00	\$ 1,667.25	\$ 8,336.25		\$ -		0.00	\$ -	5.00	0.00%
6.03	Remove Intake	EA	3.00		3.00	\$ 1,500.53	\$ 4,501.59	2.00	\$ 3,001.06		2.00	\$ 3,001.06	1.00	66.67%
STREETS AND RELATED WORK														
7.01	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 7" Thick	LF	88.00		88.00	\$ 74.47	\$ 6,553.36	82.00	\$ 6,106.54		82.00	\$ 6,106.54	6.00	93.18%
7.02	Removal of Sidewalk	SY	384.00		384.00	\$ 15.56	\$ 5,975.04	183.40	\$ 2,853.70		183.40	\$ 2,853.70	200.60	47.76%
7.03	Sidewalk, PCC, 4" Thick	SY	252.00		252.00	\$ 75.58	\$ 19,046.16	101.70	\$ 7,686.49		101.70	\$ 7,686.49	150.30	40.36%
7.04	Sidewalk, PCC, 6" Thick	SY	154.00		154.00	\$ 85.59	\$ 13,180.66	45.80	\$ 3,920.02		45.80	\$ 3,920.02	108.20	29.74%
7.05	Detectable Warnings, Galvanized Steel	SF	208.00		208.00	\$ 55.58	\$ 11,560.64	58.00	\$ 3,112.48		58.00	\$ 3,112.48	150.00	26.92%
7.06	Full Depth Patches, PCC, Class C-SUD, 7" Thick	SY	630.00		630.00	\$ 108.70	\$ 67,221.00	212.10	\$ 22,631.07		212.10	\$ 22,631.07	417.90	33.67%
7.07	Curb and Gutter Removal, 2.0' Wide	LF	88.00		88.00	\$ 27.79	\$ 2,445.52	82.00	\$ 2,278.78		82.00	\$ 2,278.78	6.00	93.18%
TRAFFIC CONTROL														
8.01	Temporary Traffic Control	LS	1.00		1.00	\$ 6,552.00	\$ 6,552.00	0.25	\$ 1,638.00		0.25	\$ 1,638.00	0.75	25.00%
8.02	Remove and Replace Traffic Signs	EA	2.00		2.00	\$ 389.03	\$ 778.05	1.00	\$ 389.03		1.00	\$ 389.03	1.00	50.00%
SITE WORK AND LANDSCAPING														
9.01	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.25		0.25	\$ 13,642.50	\$ 3,410.63		\$ -		0.00	\$ -	0.25	0.00%
VISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 5,557.50	\$ 5,557.50	0.25	\$ 1,389.38		0.25	\$ 1,389.38	0.75	25.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 2,016.00	\$ 2,016.00	0.25	\$ 504.00		0.25	\$ 504.00	0.75	25.00%
CHANGE ORDER ITEMS														
12.01	Intake, SW-506, 6'-0" X 6'-8", Cast-in-place	EA	0.00	1.00	1.00	\$ 7,639.00	\$ 7,639.00	1.00	\$ 7,639.00		1.00	\$ 7,639.00	0.00	100.00%
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 = \$ 184,780.61 PAY PERIOD = \$ 69,818.55

COMPLETED = \$ 69,818.55

37.78%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
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		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

Record of Change Orders:

No.	Date	Amount
1	May 15, 2023	\$ 7,639.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ 7,639.00

Contract Time Remaining:

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

Substantial Completion:

Contract Working Days:	50.0
Added by Change Order:	
Total Working Days:	50.0
Working Days Used to Date:	10.0
Working Days Remaining:	40.0

Full Completion:

Contract Working Days:	5.0
Added by Change Order:	
Total Working Days:	5.0
Working Days Used to Date:	
Working Days Remaining:	5.0

PREVIOUS PAY APPS TOTAL = \$ -



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #6 in the amount of \$601,414.67 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: May 15, 2023 **Payment Application #:** 6

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

Contract Summary:

Original Contract Amount: \$ 5,778,405.00
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 5,778,405.00

Total Completed and Stored to Date: \$ 2,051,367.91
Retainage: 5 % of Completed Work: \$ 102,568.40
Total Earned Less Retainage: \$ 1,948,799.51
Less Previous Applications for Payment: \$ 1,347,384.84
SUBTOTAL: \$ 601,414.67

OTHER CHARGES:

\$ -

Current Payment Due - Division 1 (629.4450) \$ 502,560.73
Current Payment Due - Division 2 (688.4453) \$ 98,853.95
CURRENT PAYMENT DUE: \$ 601,414.67

Balance to Finish, Including Retainage: \$ 3,829,605.49

Contract Time Remaining (Division 1): 136.00 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

Signature

5/5/23
 Date

Engineer / Consultant Approval: Snyder & Associates, Inc.

Signature

5/5/23
 Date

City of Ankeny Staff Approval:

Signature

5/5/23
 Date

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

E-mail: dclark@ankenyiowa.gov

Phone Number: (515) 963-3529

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
1	EARTHWORK													
1	Clearing and Grubbing, Select Trees	UNITS	50.00		50.00	\$ 30.00	\$ 1,500.00		\$ -	185.50	185.50	\$ 5,565.00	(135.50)	371.00%
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%
3	TRENCH EXCAVATION AND BACKFILL													
3	Trench Foundation	TON	820.00		820.00	\$ 56.00	\$ 45,920.00		\$ -	0.00	0.00	\$ -	820.00	0.00%
4	Special Pipe Support	EA	2.00		2.00	\$ 3,500.00	\$ 7,000.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
5	Trench Compaction Testing	LS	1.00		1.00	\$ 2,800.00	\$ 2,800.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
6	SEWERS AND DRAINS													
6	Drain Tile Repair	EA	2.00		2.00	\$ 1,750.00	\$ 3,500.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
7	WATER MAINS AND APPURTENANCES													
7	Water Main, Trenchless, PVC, 24"	LF	4,815.00		4,815.00	\$ 406.00	\$1,954,890.00	705.38	\$ 286,384.28	461.00	1,166.38	\$ 473,550.28	3,648.62	24.22%
8	Water Main, Trenchless, PVC, 24"	LF	5,005.00		5,005.00	\$ 406.00	\$2,032,030.00	299.73	\$ 121,690.38	0.00	299.73	\$ 121,690.38	4,705.27	5.99%
9	Water Main with Casing Pipe, Trenchless, PVC, 24"	LF	100.00		100.00	\$ 1,001.00	\$ 100,100.00	100.00	\$ 100,100.00	0.00	100.00	\$ 100,100.00	0.00	100.00%
10	Fitting, Bond, 24"	EA	18.00		18.00	\$ 6,720.00	\$ 120,960.00	8.00	\$ 53,760.00	2.00	10.00	\$ 67,200.00	8.00	55.56%
11	Fitting, Solid Sleeve Coupling, 24"	EA	10.00		10.00	\$ 5,460.00	\$ 54,600.00	1.00	\$ 5,460.00	1.00	2.00	\$ 10,920.00	8.00	20.00%
12	Connect to Existing, 24"	EA	2.00		2.00	\$ 9,100.00	\$ 18,200.00		\$ -	1.00	1.00	\$ 9,100.00	1.00	50.00%
13	Valve, Gate, 24"	EA	1.00		1.00	\$ 46,550.00	\$ 46,550.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
14	Fire Hydrant Assembly	EA	7.00		7.00	\$ 16,170.00	\$ 113,190.00		\$ -	1.00	1.00	\$ 16,170.00	6.00	14.29%
15	STREETS AND RELATED WORK													
15	Removal of Sidewalk	SY	200.00		200.00	\$ 14.00	\$ 2,800.00	77.38	\$ 1,083.32	72.20	149.58	\$ 2,094.12	50.42	74.79%
16	Removal of Recreational Trail	SY	860.00		860.00	\$ 14.00	\$ 12,040.00		\$ -	0.00	0.00	\$ -	860.00	0.00%
17	Recreational Trail, PCC, 6"	SY	860.00		860.00	\$ 72.00	\$ 61,920.00		\$ -	0.00	0.00	\$ -	860.00	0.00%
18	Sidewalk, PCC, 4"	SY	240.00		240.00	\$ 60.00	\$ 14,400.00		\$ -	0.00	0.00	\$ -	240.00	0.00%
19	Subbase Over-Excavation	TON	55.00		55.00	\$ 56.00	\$ 3,080.00	34.76	\$ 1,946.56	0.00	34.76	\$ 1,946.56	20.24	63.20%
20	Granular Surfacing, Class A	TON	50.00		50.00	\$ 42.00	\$ 2,100.00		\$ -	0.00	0.00	\$ -	50.00	0.00%
21	Handhole, Type III	EA	3.00		3.00	\$ 3,220.00	\$ 9,660.00		\$ -	0.00	0.00	\$ -	3.00	0.00%
22	Conduit, 2"	LF	2,340.00		2,340.00	\$ 35.00	\$ 81,900.00		\$ -	0.00	0.00	\$ -	2,340.00	0.00%
23	TRAFFIC CONTROL													
23	Temporary Traffic Control	LS	1.00		1.00	\$ 17,500.00	\$ 17,500.00	0.10	\$ 1,750.00	0.40	0.50	\$ 8,750.00	0.50	50.00%
24	SITE WORK AND LANDSCAPING													
24	Conventional Seeding, Type 1	AC	2.30		2.30	\$ 3,600.00	\$ 8,280.00		\$ -	0.00	0.00	\$ -	2.30	0.00%
25	Hydraulic Seeding, Type 5 (Erosion Control)	AC	2.30		2.30	\$ 3,600.00	\$ 8,280.00		\$ -	0.00	0.00	\$ -	2.30	0.00%
26	Wattles, 8"	LF	6,400.00		6,400.00	\$ 2.00	\$ 12,800.00	500.00	\$ 1,000.00	900.00	1,400.00	\$ 2,800.00	5,000.00	21.88%
27	Wattles, Removal	LF	6,400.00		6,400.00	\$ 1.00	\$ 6,400.00		\$ -	0.00	0.00	\$ -	6,400.00	0.00%
28	Erosion Control Mulching, Hydromulching	AC	4.60		4.60	\$ 3,600.00	\$ 16,560.00		\$ -	0.00	0.00	\$ -	4.60	0.00%
29	Inlet Protection Device	EA	7.00		7.00	\$ 180.00	\$ 1,260.00		\$ -	0.00	0.00	\$ -	7.00	0.00%
30	Tree Protection Fence	LF	750.00		750.00	\$ 6.00	\$ 4,500.00	230.78	\$ 1,384.68	0.00	230.78	\$ 1,384.68	519.22	30.77%
31	MISCELLANEOUS													
31	Mobilization	LS	1.00		1.00	\$ 81,000.00	\$ 81,000.00		\$ -	0.50	0.50	\$ 40,500.00	0.50	50.00%
32	Concrete Washout	LS	1.00		1.00	\$ 7,000.00	\$ 7,000.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
33	CHANGE ORDER ITEMS													
34	STORED MATERIALS													
34	Fitting, 24" 11-14 Band	EA	10.00		10.00	\$ 1,720.00	\$ 17,200.00	(4.00)	\$ (6,880.00)	10.00	6.00	\$ 10,320.00	4.00	60.00%
34	Fitting, 24" Solid Sleeve	EA	10.00		10.00	\$ 1,355.39	\$ 13,553.90	(1.00)	\$ (1,355.39)	9.00	8.00	\$ 10,843.12	2.00	80.00%
34	Fitting, 24" x 6" Tee	EA	7.00		7.00	\$ 2,101.48	\$ 14,710.36		\$ -	6.00	6.00	\$ 12,608.88	1.00	85.71%
34	Joint Restraint, 24"	EA	74.00		74.00	\$ 489.26	\$ 36,205.24	(18.00)	\$ (8,806.68)	65.00	47.00	\$ 22,995.22	27.00	63.51%
34	Valve Box	EA	8.00		8.00	\$ 230.26	\$ 1,842.08		\$ -	7.00	7.00	\$ 1,611.82	1.00	87.50%
34	Holding Spool, 24"x6"	EA	7.00		7.00	\$ 218.82	\$ 1,531.74	(15.00)	\$ (3,282.30)	6.00	6.00	\$ 1,312.92	1.00	85.71%
34	Casing Spacers, 24"	EA	15.00		15.00	\$ 250.18	\$ 3,752.70	(2.00)	\$ (500.36)	13.00	13.00	\$ 3,252.30	2.00	86.67%
34	End Seal, 36"x24"	EA	2.00		2.00	\$ 104.00	\$ 208.00		\$ (208.00)	2.00	0.00	\$ -	2.00	0.00%
34	Gate Valve, 24"	EA	1.00		1.00	\$ 28,198.79	\$ 28,198.79		\$ -	1.00	1.00	\$ 28,198.79	0.00	100.00%
34	Joint Restraint, Bolt & Gasket Kit, 24"	EA	74.00		74.00	\$ 158.54	\$ 11,731.96	(18.00)	\$ (2,853.72)	65.00	47.00	\$ 7,451.38	27.00	63.51%
34	Joint Restraint, Bolt & Gasket Kit, 6"	EA	21.00		21.00	\$ 20.71	\$ 434.91		\$ -	18.00	18.00	\$ 372.78	3.00	85.71%
34	Pipe, 24" CS90 PVC, 20'	LF	1,080.00		1,080.00	\$ 176.95	\$ 191,106.00	(705.38)	\$ (124,816.99)	759.00	53.62	\$ 9,488.06	1,026.38	4.96%
34	Tracer Wire, Direct Bury	LF	4,000.00		4,000.00	\$ 0.21	\$ 840.00	(399.73)	\$ (84.00)	3,599.00	2,833.62	\$ 595.06	1,166.38	70.84%
34	Tracer Wire, Trenchless	LF	5,000.00		5,000.00	\$ 0.35	\$ 1,750.00		\$ (139.91)	5,000.00	4,600.27	\$ 1,610.09	399.73	92.01%
34	Tracer Box	EA	7.00		7.00	\$ 22.50	\$ 157.50		\$ -	7.00	7.00	\$ 157.50	0.00	100.00%
34	Service Saddle, 24"x1"	EA	3.00		3.00	\$ 381.18	\$ 1,143.54		\$ -	3.00	3.00	\$ 1,143.54	0.00	100.00%
34	Fitting, 24" 45 Bend	EA	8.00		8.00	\$ 1,950.00	\$ 15,600.00	(4.00)	\$ (7,800.00)	6.00	2.00	\$ 3,900.00	6.00	25.00%
34	Hydrant, 7 ft	EA	2.00		2.00	\$ 3,692.02	\$ 7,384.04		\$ -	1.00	1.00	\$ 3,290.02	1.00	50.00%
34	Hydrant, 8 ft & 10 ft	EA	3.00		3.00	\$ 3,692.48	\$ 11,077.44		\$ -	3.00	3.00	\$ 11,077.44	0.00	100.00%
34	Pipe, 24" CS90 PVC, 40' Certa-Lok	LF	2,400.00		2,400.00	\$ 198.50	\$ 476,400.00	560.27	\$ 111,213.60	1300.00	1,860.27	\$ 369,263.60	539.73	77.51%
34	Valve Box Extension	EA	8.00		8.00	\$ 82.17	\$ 657.36		\$ -	7.00	7.00	\$ 575.19	1.00	87.50%
34	Gate Valve, 6"	EA	7.00		7.00	\$ 860.10	\$ 6,020.70		\$ -	6.00	6.00	\$ 5,160.60	1.00	85.71%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$5,801,422.26 PAY PERIOD = \$ 529,011.30

COMPLETED = \$1,471,747.03

25.37%

DIVISION 2 - DRAINAGE IMPROVEMENTS

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

70.89%

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		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -
11		\$ -
12		\$ -
13		\$ -
14		\$ -
15		\$ -
16		\$ -
17		\$ -
18		\$ -
19		\$ -
20		\$ -
21		\$ -
22		\$ -
23		\$ -
24		\$ -
25		\$ -
26		\$ -
27		\$ -
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		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APPS TOTAL = \$ 1,347,384.84

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 (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:	34.0
Working Days Remaining:	136.0

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



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #1 in the amount of \$10,583.01 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Pay Application

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: ANKENY 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:** 901.421
Vendor Project or Invoice #: # 0038527 / 23019.00 **PO #**
Original Contract Date: March 6, 2023 **Vendor #** 1859

Date of Council Meeting May 15, 2023 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: 03/27/23 through: 04/30/23

Contract Summary

Original Contract Amount:	\$	348,400.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	348,400.00	✓

Total completed and stored to date:	\$	10,452.00	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	10,452.00	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$	10,452.00	✓

OTHER CHARGES (Please attach an itemized list)	\$	131.01	✓
--	----	--------	---

CURRENT PAYMENT DUE	\$	10,583.01	✓
----------------------------	----	-----------	---

Balance to finish, including retainage:	\$	337,948.00
---	----	------------

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

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to: Mike Schrock, Assistant City Manager

Email: mschrock@ankenyiowa.gov Phone: 515-965-6420 Fax:



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 5, 2023
Project No: 23019.00
Invoice No: 0038527

Project 23019.00 Ankeny Fire Station #4
Professional Services from March 27, 2023 to April 30, 2023

Phase 03 Schematic Design
Fee

Billing Phase	Fee	Percent Complete	Earned
Schematic Design	52,260.00	20.00	10,452.00 ✓
Design Development	69,680.00	0.00	0.00
Construction Documents	132,392.00	0.00	0.00
Bidding/Negotiation	6,968.00	0.00	0.00
Construction Administration	87,100.00	0.00	0.00
Total Fee	348,400.00		10,452.00
		Previous Fee Billing	0.00
		Current Fee Billing	10,452.00
		Total Fee	10,452.00

Reimbursable Expenses

Mileage & Parking	53.06	
Total Reimbursables	53.06	53.06 ✓

Unit Billing

Mileage		77.95 ✓
---------	--	---------

Total this Phase \$10,583.01

Total this Invoice \$10,583.01

Billings to Date

	Current	Prior	Total
Fee	10,452.00	0.00	10,452.00
Expense	53.06	0.00	53.06

Project	23019.00	Ankeny Fire Station #4		Invoice	0038527
Unit		77.95	0.00	77.95	
Totals		10,583.01	0.00	10,583.01	

Authorized By: Robert F. Ormsby

Robert Ormsby

Expense Report

NAME:

Casey White

WEEK ENDING

0.655

DATE	TO	JOB#	PROJECT	MILES	\$
4/5/2023	IA Vet	21073		10	\$ 6.55
4/7/2023	Ank Fire HQ	23019		40	\$ 26.20 ✓
4/21/2023	i-35 dist. Center	22009	const. monitor	31	\$ 20.31
4/25/2023	Rider Logistics Phase 1	22021	DPWS - ATI Grimes	15	\$ 9.83
Total				96.0	\$ 151.88

OTHER			
DATE	PROJECT	EXPENSE	EXPLANATION
4/4/2023	Gas for SVPA 1	\$ 48.00	
4/13/2023	Gas for SVPA 1... Again	\$ 41.00	

40 miles @ .655 = \$ 26.20 ✓ ms

MILEAGE

NAME: Danielle Williams
WEEK ENDING 1/26/2023

DATE	TO	JOB#	PROJECT	MILES
04.20.2023	Ankeny FS #3	23019	Ankeny FS #4	41
Total				41.0

OTHER			
DATE	PROJECT	EXPENSE	EXPLANATION
04.12.23	gas	\$ 30.61	
04.12.23	gas	\$29.60	

41 miles @ .655 = \$ 26.86 ✓

DATE	DRIVER	PROJ. #	BEGIN READING	END READING	TOTAL MILES
3/28	Bob, Sam, Danielle	St-Don 23014 ³	4092	4115	23 ✓
3/29	WAGUS Bsk-1	21060.00 ¹	4115	4249	134 ✓
3/31	WAGUS Bsk-1	1923.01 ⁸	4249	4375	126 ✓
3/31	WAGUS	OH	4375	4390	15 ✓
4/4	CASEY	21084.00 ¹	4390	4654	264 ✓
4/6	THAD	Promo	4654	4709	55 ✓
4/7	BOB	23019 ³	4709	4744	38 ✓
4/11	SARA	22054.00 ²	4747	4786	39 ✓
4/11	Jon 23032 ³	Fin. Div. Admin	4786	4801	15 ✓
4/12	BOB	23012 ¹	4801	4821	20 ✓
4/12	Jonah	Promo	4821	4833	12 ✓
4/13	Bob / Casey	23019 ³	4833	4874	41 ✓
4/13	CASEY	22077 ¹	4874	4887	54 ✓
4/17	WAGUS Perkins	Promo	4887	5080	207 ✓
4/18	SARA / Tim	22043 ⁴	5080	5210	130 ✓
4/20	CASEY / Bob	23019 ³	5210	5250	40 ✓
4/25	WAGUS Bsk-1	19023.00 ¹	5250	5378	128 ✓
4/25	WAGUS LEEN	OH	5378	5410	32 ✓
4/26	WAGUS 21093 ¹	Construction Hq. MS	5410	5643	233 ✓
4/27	WAGUS 22023 ⁴	MUSCO-1	5643	5776	133 ✓
4/27	CASEY	22029 ¹	5776	5813	37 ✓

119 miles @ .655 = \$ 77.95 ✓_{MS}



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$174,548.25 to TK Concrete, Inc., for construction services on the 2023 PCC Street Patching Program project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: May 15, 2023 Payment Application #: 1

Payment Period: From: March 27, 2023 Through: April 29, 2023

Contract Summary:

Original Contract Amount:	\$	840,250.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	840,250.00	
Total Completed and Stored to Date:	\$	183,735.00	
Retainage: <u>5</u> % of Completed Work:	\$	9,186.75	
Total Earned Less Retainage:	\$	174,548.25	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:			\$ 174,548.25
OTHER CHARGES:			\$ -
CURRENT PAYMENT DUE:			\$ 174,548.25
Balance to Finish, Including Retainage:	\$	665,701.75	

Contract Time Remaining: 89.00 Working Days

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

Construction Contractor Approval: TK Concrete, Inc.

Signature [Signature]
Firm Name

Date 5-1-23

Engineer / Consultant Approval:

Signature _____
Firm Name

Date _____

City of Ankeny Staff Approval:

Signature Adam L. Lust

Date 05/01/23

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

E-mail: Alust@AnkenyIowa.gov

Phone Number: (515) 963-3537

Date Printed: 5/1/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	Manhole Adjustment, Sanitary, Minor, Reuse Casting	EA	1.00		1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	1.00	\$ 2,000.00	0.00	100.00%
6.02	Manhole Adjustment, Storm, Minor, SELFLEVEL Casting	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	1.00	\$ 2,500.00	0.00	100.00%
6.03	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	1.00	\$ 2,500.00	0.00	100.00%
6.04	Intake Adjustment, Minor, Single Grate	EA	8.00		8.00	\$ 2,250.00	\$ 18,000.00	0.50	\$ 1,125.00	0.50	\$ 1,125.00	7.50	6.25%
6.05	Intake Adjustment, Major, Single Grate (Partial Rebuild)	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	0.00	100.00%
STREETS AND RELATED WORK													
7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	1,341.00		1,341.00	\$ 76.00	\$ 101,916.00	0.00	\$ -	0.00	\$ -	1,341.00	0.00%
7.02	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,129.00		2,129.00	\$ 90.00	\$ 191,610.00	0.00	\$ -	0.00	\$ -	2,129.00	0.00%
7.03	Removal of Sidewalk	SY	160.00		160.00	\$ 15.00	\$ 2,400.00	0.00	\$ -	0.00	\$ -	160.00	0.00%
7.04	Sidewalk, PCC, Class C, 4" Thick	SY	105.00		105.00	\$ 70.00	\$ 7,350.00	0.00	\$ -	0.00	\$ -	105.00	0.00%
7.05	Sidewalk, PCC, Class C, 6" Thick	SY	96.00		96.00	\$ 87.50	\$ 8,400.00	0.00	\$ -	0.00	\$ -	96.00	0.00%
7.06	Detachable Warnings, Galvanized Steel	SF	112.00		112.00	\$ 55.00	\$ 6,160.00	0.00	\$ -	0.00	\$ -	112.00	0.00%
7.07	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	2,168.00		2,168.00	\$ 115.00	\$ 249,320.00	1,114.00	\$ 128,110.00	1,114.00	\$ 128,110.00	1,054.00	51.38%
7.08	Subbase Over-excavation, 6" Depth	SY	900.00		900.00	\$ 20.00	\$ 18,000.00	0.00	\$ -	0.00	\$ -	900.00	0.00%
7.09	Pavement Removal, PCC	SY	3,470.00		3,470.00	\$ 15.00	\$ 52,050.00	0.00	\$ -	0.00	\$ -	3,470.00	0.00%
TRAFFIC CONTROL													
8.01	Painted Pavement Markings, Waterborne	STA	10.30		10.30	\$ 750.00	\$ 7,725.00	0.00	\$ -	0.00	\$ -	10.30	0.00%
8.02	Painted Pavement Markings, Durable	STA	3.80		3.80	\$ 1,200.00	\$ 4,560.00	0.00	\$ -	0.00	\$ -	3.80	0.00%
8.03	Wet, Retroreflective Removable Tape Markings	STA	1.60		1.60	\$ 375.00	\$ 600.00	0.00	\$ -	0.00	\$ -	1.60	0.00%
8.04	Grooves Cut for Pavement Markings	STA	3.80		3.80	\$ 1,225.00	\$ 4,655.00	0.00	\$ -	0.00	\$ -	3.80	0.00%
8.05	Temporary Traffic Control	LS	1.00		1.00	\$ 45,000.00	\$ 45,000.00	0.25	\$ 11,250.00	0.25	\$ 11,250.00	0.75	25.00%
8.06	Portable Dynamic Message Sign (PDMS)	CDAY	20.00		20.00	\$ 250.00	\$ 5,000.00	5.00	\$ 1,250.00	5.00	\$ 1,250.00	15.00	25.00%
8.07	Temporary Lane Separator System (TLSS)	LF	1,384.00		1,384.00	\$ 18.50	\$ 25,604.00	0.00	\$ -	0.00	\$ -	1,384.00	0.00%
SITE WORK AND LANDSCAPING													
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.20		0.20	\$ 7,000.00	\$ 1,400.00	0.00	\$ -	0.00	\$ -	0.20	0.00%
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.20		0.20	\$ 50,000.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	0.20	0.00%
MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	\$ 60,000.00	\$ 60,000.00	0.50	\$ 30,000.00	0.50	\$ 30,000.00	0.50	50.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	0.00	\$ -	1.00	0.00%
11.03	Maintenance of Solid Waste Collection	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	0.00	\$ -	1.00	0.00%
11.04	Temporary Pedestrian Ramp	EA	2.00		2.00	\$ 3,250.00	\$ 6,500.00	0.00	\$ -	0.00	\$ -	2.00	0.00%
11.05	Concrete Washout	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	1.00	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%
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 = \$ 840,250.00 PAY PERIOD = \$ 183,735.00

COMPLETED = \$ 183,735.00

21.87%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
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		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
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: March 27, 2023

Substantial Completion:

Contract Working Days: 110.0
Added by Change Order:
Total Working Days: 110.0
Working Days Used to Date: 21.0
Working Days Remaining: 89.0

Full Completion:

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



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the May 15, 2023 Accounts Payable.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 AP Check Report 1 of 2
 AP Check Report 2 of 2
 AP Recap

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001047	HPC LLC							
I-4590 REISSUED	ANKENY PSB-SPRINKLER WTR DAMAGE	R	5/01/2023			242609		
720 5720.4256	PROPERTY AND LIABILITY CLAIMS ANKENY PSB-SPRINKLER			63,683.20				63,683.20

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	63,683.20	0.00	63,683.20
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:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
720 5720.4256	PROPERTY AND LIABILITY CLAIMS	63,683.20
	*** FUND TOTAL ***	63,683.20

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGWB TOTALS:	1	63,683.20	0.00	63,683.20
BANK: APGWB TOTALS:	1	63,683.20	0.00	63,683.20
REPORT TOTALS:	1	63,683.20	0.00	63,683.20

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005089	SYNERGY CONTRACTING LLC							
M-CHECK	SYNERGY CONTRACTING LLC	UNPOST	V 5/08/2023			007036		290.00CR
001047	HPC LLC							
M-CHECK	HPC LLC	UNPOST	V 5/08/2023			242530		64,921.00CR
000292	KARL CHEVROLET INC							
M-CHECK	KARL CHEVROLET INC	UNPOST	V 5/08/2023			242550		1,762.00CR

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	3 VOID DEBITS	0.00		
	VOID CREDITS	66,973.00CR	66,973.00CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			3	66,973.00CR	0.00	0.00
BANK:		TOTALS:	3	66,973.00CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008711	BRIAN A STEINFELDT							
C-230401	CR:4/15-4/21/23 SOUTH ZONE-TL	N	5/15/2023	4,654.26CR		000000		
C-230402	CR:4/15-4/21/23 NORTH ZONE	N	5/15/2023	5,055.34CR		000000		
C-230403	CR:4/15-4/21/23HIGH PROFILE TL	N	5/15/2023	3,391.18CR		000000		
C-230404	CR:4/22-4/23/23 SOUTH ZONE TL	N	5/15/2023	4,654.26CR		000000		
C-230405	4/22-4/28/23 NORTH ZONE TL	N	5/15/2023	5,055.34CR		000000		
C-230406	CR:4/22-29/23 HIGH PROFILE TL	N	5/15/2023	3,391.18CR		000000		
I-230401	4/15/-4/21/23 SOUTH ZONE-TL	N	5/15/2023	4,654.26		000000		
I-230402	4/15-4/21/23 NORTH ZONE-TL	N	5/15/2023	5,055.34		000000		
I-230403	4/15-4/21/23 HIGH PROFILE-TL	N	5/15/2023	3,391.18		000000		
I-230404	4/22-4/28/23 SOUTH ZONE TL	N	5/15/2023	4,654.26		000000		
I-230405	4/22-4/28/23 NORTH ZONE TL	N	5/15/2023	5,055.34		000000		
I-230406	4/22-29/23 HIGH PROFILE TL	N	5/15/2023	3,391.18		000000		
001844	A TECH INC-TCI							
I-583806	INSPECT/TEST/TAG - FS#1	E	5/17/2023	159.00		007111		
I-583807	INSPECT/TEST/TAG - FS#3	E	5/17/2023	159.00		007111		
I-583808	INSPECT/TEST/TAG - PD	E	5/17/2023	159.00		007111		477.00
	*** VENDOR TOTALS ***					1 CHECKS		477.00
008725	A-PLUS LAWN & LANDSCAPE-ANKENY							
I-1321870	CHERRY GLEN SW DIFFUSER REPAIR	R	5/15/2023	344.50		242652		
I-1321872	GEORGETOWN DIFFUSER REPAIR	R	5/15/2023	707.55		242652		1,052.05
	*** VENDOR TOTALS ***					1 CHECKS		1,052.05
004997	ABSOLUTE CONCRETE							
I-PAY10-NE36THRECON	PAY 10-NE 36TH ST RECON/I35/4M	R	5/15/2023	148,136.73		242653		
I-PAY10-SE 3RD UTLTY	PAY 10-SE 3RD UTILITY IMP PH1	R	5/15/2023	62,624.73		242653		
I-PAY11-NW36THWDNG	PAY 11-NW 36TH ST WDNG ASH/AB	R	5/15/2023	112,265.11		242653		323,026.57
	*** VENDOR TOTALS ***					1 CHECKS		323,026.57
003881	ACADEMY ROOFING & SHEET							
I-26659	ROOF REPAIR -PW	R	5/15/2023	389.64		242654		389.64
	*** VENDOR TOTALS ***					1 CHECKS		389.64
008578	ACCESS TECHNOLOGIES INC							
I-INV1365117	3/31/23-4/29/23 STATEMENT	R	5/15/2023	1,586.65		242655		1,586.65
	*** VENDOR TOTALS ***					1 CHECKS		1,586.65
000164	G & S HARDWARE INC							
I-208817/2	MASTER KEY - PW	R	5/15/2023	27.90		242656		
I-208846/2	KEY/RECIP BLADE - TRFC	R	5/15/2023	37.93		242656		
I-208857/2	NIPPLE - CFAC	R	5/15/2023	10.99		242656		
I-208859/2	SPIC/SPAN POWDER-CFAC	R	5/15/2023	8.99		242656		
I-208870/2	PAINT ROLLER COVER -CFAC	R	5/15/2023	7.99		242656		
I-208874/2	GFI OUTLET - CFAC	R	5/15/2023	29.99		242656		123.79
	*** VENDOR TOTALS ***					1 CHECKS		123.79

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005541	ACUSHNET COMPANY							
I-914370215	STOCK MERCH FOR RESALE-OC	R	5/15/2023	250.63		242657		
I-914435148	STOCK MERCH FOR RESALE-OC	R	5/15/2023	486.68		242657		
I-915363351	STOCK MERCH FOR RESALE-OC	R	5/15/2023	314.86		242657		
I-915363352	STOCK MERCH FOR RESALE-OC	R	5/15/2023	139.98		242657		
I-915378359	STOCK MERCH FOR RESALE-OC	R	5/15/2023	225.47		242657		
I-915430990	STOCK MERCH FOR RESALE-OC	R	5/15/2023	191.00		242657		
I-915483471	STOCK MERCH FOR RESALE-OC	R	5/15/2023	139.97		242657		1,748.59
	*** VENDOR TOTALS ***					1 CHECKS		1,748.59
011542	AFFINITY CONSTRUCTION, LLC							
I-1097	FRAMING FOR OVERHEAD DOOR	E	5/17/2023	3,475.43		007185		3,475.43
	*** VENDOR TOTALS ***					1 CHECKS		3,475.43
000315	JERRY AGAN							
I-4/12/23-4/14/23	MILEAGE REIMBURSEMENT	R	5/15/2023	95.11		242658		95.11
	*** VENDOR TOTALS ***					1 CHECKS		95.11
000026	AHLERS & COONEY PC							
I-842332	SVCS 4/15/23 AMEND 13 1989 URP	E	5/17/2023	343.50		007092		
I-843466	SVCS 4/15/23 N 4MILE CRK SEWER	E	5/17/2023	3,800.00		007092		
I-843467	SVCS 4/15/23 N ANK BLVD/18TH	E	5/17/2023	1,900.00		007092		
I-843468	SVCS 4/15/23 2023 ASPHALT PRGM	E	5/17/2023	1,900.00		007092		7,943.50
	*** VENDOR TOTALS ***					1 CHECKS		7,943.50
009981	ALL CITY MANAGEMENT SERVICES,							
I-85154	4/9-4/22/23 CROSSING GUARDS	E	5/17/2023	5,610.98		007160		5,610.98
	*** VENDOR TOTALS ***					1 CHECKS		5,610.98
006994	ALLIANCE CONSTRUCTION GROUP LL							
I-PAY 1-23PCC RECON	PAY 1-2023PCC RECON PRGRM-CRKV	R	5/15/2023	8,449.06		242659		8,449.06
	*** VENDOR TOTALS ***					1 CHECKS		8,449.06
009262	AMAZON CAPITAL SERVICES INC							
C-1QKD-66W7-G4T7	CR: MULTIMEDIA	E	5/17/2023	6.09CR		007156		
I-1194-R49M-47Q4	BUBBLES -KL	E	5/17/2023	38.97		007156		
I-11H4-F7PK-3QHR	MISC BOOKS - KL	E	5/17/2023	271.10		007156		
I-13YQ-DFKX-76W7	MISC BOOKS - KL	E	5/17/2023	108.53		007156		
I-14TG-1HRT-F4QY	PILLOW/PENS//EARBUDS/JRNLS-KL	E	5/17/2023	404.47		007156		
I-16CJ-37F-K71F	MULTIMEDIA - KL	E	5/17/2023	112.11		007156		
I-17DM-DJYF-6KJP	EXTERNAL HARD DRIVES - PD	E	5/17/2023	74.56		007156		
I-17L7-V6Q7-69R4	WASH BOTTLES - ENG	E	5/17/2023	19.98		007156		
I-17W1-1RX6-63Y3	DISINFECTANT - KL	E	5/17/2023	38.99		007156		
I-1CN6-CRP3-GJN7	MULTIMEDIA - KL	E	5/17/2023	76.84		007156		
I-1DQW-VVXJ-D4CF	LEARNING TOYS - KL	E	5/17/2023	251.40		007156		
I-1DVW-6KCH-44M1	FLOBERK KNALL CRIMPED .22-PRSC	E	5/17/2023	19.16		007156		
I-1FJP-GNFM-TXQJ	EXTERNAL HARD DRIVE - PD	E	5/17/2023	219.99		007156		
I-1FVV-MC6H-6KXG	DRY ERASE BOARD - DEV ENG	E	5/17/2023	37.00		007156		

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-1H1K-Y1T4-969J	MULTIMEDIA -KL	E	5/17/2023	53.40		007156		
I-1HQV-6766-3Y69	TABLET CASE - DEV ENG	E	5/17/2023	26.99		007156		
I-1L1N-79VY-1991	BRICK BOX TOYS/CRAFTS/BOOKS-KL	E	5/17/2023	643.24		007156		
I-1LN4-7R6G-4DLT	DONATION BOX/DIVIDER - KL	E	5/17/2023	95.77		007156		
I-1M3D-QWQ1-JXP3	HDMI ADAPTER - PRSC	E	5/17/2023	16.98		007156		
I-1M97-FHPW-13GQ	SOLAR PANEL BATTERY - TRFC	E	5/17/2023	170.00		007156		
I-1NHL-1QR7-97VD	MISC SUPPLIES - KL	E	5/17/2023	251.43		007156		
I-1NN3-3W3D-4YKL	CLOCK/ BEACH BALLS - ACC	E	5/17/2023	63.94		007156		
I-1P1Q-FYM9-61XJ	MISC MULTIMEDIA - KL	E	5/17/2023	20.99		007156		
I-1PH7-Y3YK-PPNL	BUBBLE BLOWER - KL	E	5/17/2023	29.59		007156		
I-1Q41-6916-43PY	PLAY CASH REGISTER-KL	E	5/17/2023	39.88		007156		
I-1RQ1-DPTT-F6RT	MULTIMEDIA - KL	E	5/17/2023	91.92		007156		
I-1T3W-XK3C-F6CC	CRAFT SUPPLIES- KL	E	5/17/2023	56.90		007156		
I-1T3W-XK3C-QLNC	MULTIMEDIA - KL	E	5/17/2023	128.83		007156		
I-1TPK-F4HQ-CM1Y	SCOTCH TAPE REFILL-KL	E	5/17/2023	82.26		007156		
I-1TPV-DT31-44VM	SAW BLADES - FD	E	5/17/2023	59.23		007156		
I-1VMP-7LRV-K36Q	WATER FILTER SYSTEM-PRSC	E	5/17/2023	54.99		007156		
I-1VRK-PM9R-4DYM	SCOPE RING - PD	E	5/17/2023	54.99		007156		
I-1WY9-KK1V-T7LP	MISC BOOKS - KL	E	5/17/2023	143.50		007156		
I-1XX3-3VPL-NW7V	GLOVES/FLAGS/TOOL/GLASSES-SW	E	5/17/2023	290.24		007156		
I-1YX6-R1DY-CD9R	MISC BOOKS - KL	E	5/17/2023	253.98		007156		4,296.06
*** VENDOR TOTALS ***						1 CHECKS		4,296.06
007835	AMERICAN RED CROSS-TRAINING SV							
I-22586019	ADULT/PEDS FIRST AID-AC	R	5/15/2023	324.00		242660		324.00
*** VENDOR TOTALS ***						1 CHECKS		324.00
000893	AMERIGROUP							
I-AFD27866	REFUND - FD	R	5/15/2023	1,291.07		242661		1,291.07
*** VENDOR TOTALS ***						1 CHECKS		1,291.07
000043	ANKENY COMMUNITY SCHOOLS							
I-FY23 #11 MAY GYM	MAY 2023 GYM USE PMT	R	5/15/2023	5,700.00		242662		5,700.00
*** VENDOR TOTALS ***						1 CHECKS		5,700.00
000057	ARNOLD MOTOR SUPPLY							
I-15NV149328	UNIT #808 OIL FILTER/STRTFLUID	R	5/15/2023	15.47		242663		
I-15NV149551	UNIT #873 OIL FILTER/AIR FLTR	R	5/15/2023	42.25		242663		
I-51NV194718	CARWASH SOAP - FD	R	5/15/2023	245.98		242663		303.70
*** VENDOR TOTALS ***						1 CHECKS		303.70
008024	AUREON COMMUNICATIONS LLC							
I-05/2023	05/01/23-05/31/23 STATEMENT	E	5/17/2023	943.32		007148		943.32
*** VENDOR TOTALS ***						1 CHECKS		943.32

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000067	BAKER & TAYLOR INC							
I-2037481915	MISC BOOKS -KL	E	5/17/2023	1,030.55		007094		
I-2037486796	MISC BOOKS -KL	E	5/17/2023	1,683.02		007094		
I-2037488736	MISC BOOKS -KL	E	5/17/2023	1,895.06		007094		
I-2037492929	MISC BOOKS -KL	E	5/17/2023	2,509.29		007094		
I-2037498222	MISC BOOKS -KL	E	5/17/2023	1,315.87		007094		
I-2037506510	MISC BOOKS - KL	E	5/17/2023	274.31		007094		
I-2037508969	MISC BOOKS - KL	E	5/17/2023	302.92		007094		9,011.02
	*** VENDOR TOTALS ***					1 CHECKS		9,011.02
010118	BEACON ATHLETICS LLC							
I-0569755-IN	PLUG BUCKET-PRSC	E	5/17/2023	625.00		007162		625.00
	*** VENDOR TOTALS ***					1 CHECKS		625.00
008594	TIM BECKWITH							
I-05/2023 BOOTS	BOOTS - OCM	R	5/15/2023	138.75		242664		138.75
	*** VENDOR TOTALS ***					1 CHECKS		138.75
006349	HY-VEE INC-BDI							
I-54255	ALCOHOL FOR RESALE-OC	R	5/15/2023	1,540.56		242665		1,540.56
	*** VENDOR TOTALS ***					1 CHECKS		1,540.56
005950	BLACKSTONE AUDIO INC							
I-2098160	MULTIMEDIA/SHELF SVCS-KL	R	5/15/2023	43.54		242666		
I-2098438	MULTIMEDIA/SHELF SERVICES	R	5/15/2023	37.95		242666		
I-2099414	MULTIMEDIA/SHELF SVCS-KL	R	5/15/2023	37.95		242666		
I-2099419	MULTIMEDIA-KL	R	5/15/2023	73.46		242666		
I-2099723	MULTIMEDIA/SHELF SVCS-KL	R	5/15/2023	37.95		242666		230.85
	*** VENDOR TOTALS ***					1 CHECKS		230.85
002769	CLARK EQUIPMENT COMPANY							
I-3168266	V-BLADE-PRSC	R	5/15/2023	4,610.52		242667		4,610.52
	*** VENDOR TOTALS ***					1 CHECKS		4,610.52
009283	BOLTON & MENK, INC							
I-0310661 #2	PAY 2-NW PRAIRIE RDGE/ASH/9TH	R	5/15/2023	8,156.00		242668		8,156.00
	*** VENDOR TOTALS ***					1 CHECKS		8,156.00
008100	BOMGAARS SUPPLY INC							
I-65077997	RUBBER BOOTS - MU	R	5/15/2023	24.99		242669		24.99
	*** VENDOR TOTALS ***					1 CHECKS		24.99
009487	BOOT BARN INC							
I-INV00252437	BOOTS - M MILLER	E	5/17/2023	134.99		007159		
I-INV00252438	LACROSSE BOOTS - MU	E	5/17/2023	368.98		007159		
I-INV00252439	BOOTS - D. SIGNS	E	5/17/2023	140.00		007159		643.97
	*** VENDOR TOTALS ***					1 CHECKS		643.97

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005174	BOUND TREE MEDICAL LLC							
I-84920875	UNIFORMS - FD	R	5/15/2023	4,887.69		242670		
I-84926760	EMS SUPPLIES - FD	R	5/15/2023	147.83		242670		
I-84928543	EMS SUPPLIES - FD	R	5/15/2023	857.99		242670		
I-84930393	EMS SUPPLIES - FD	R	5/15/2023	114.87		242670		
I-84933056	EMS SUPPLIES - FD	R	5/15/2023	2,389.60		242670		
I-84934541	EMS SUPPLIES - FD	R	5/15/2023	497.50		242670		
I-84940728	EMS SUPPLIES - FD	R	5/15/2023	47.97		242670		
I-84940729	EMS SUPPLIES - FD	R	5/15/2023	888.48		242670		9,831.93
	*** VENDOR TOTALS ***					1 CHECKS		9,831.93
011616	TANYA BOYLE							
I-04/23-05/23BOOTCMP	4/18/23-5/3/23 BOOTCAMP	E	5/17/2023	150.00		007186		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
000127	BRICK GENTRY PC							
I-397056	04/25/2023 STATEMENT 224.008	R	5/15/2023	615.00		242671		
I-397057	04/25/2023 STATEMENT 224.017	R	5/15/2023	390.00		242671		
I-397059	4/25/2023 STATEMENT 224.001	R	5/15/2023	1,275.00		242671		
I-397063	04/25/23 STATEMENT 224.014	R	5/15/2023	600.00		242671		2,880.00
	*** VENDOR TOTALS ***					1 CHECKS		2,880.00
001757	BROWNELLS INC							
I-2023410322231	MOUNTING PLATE/TOOL/SGHT-PD	R	5/15/2023	644.97		242672		
I-2023410328358	FRONT SIGHTS - PD	R	5/15/2023	121.47		242672		766.44
	*** VENDOR TOTALS ***					1 CHECKS		766.44
005497	BRYAN ROCK PRODUCTS INC							
I-57890	AG LIME-PRSC	R	5/15/2023	1,883.43		242673		1,883.43
	*** VENDOR TOTALS ***					1 CHECKS		1,883.43
008738	BULB GUY LIGHTING							
I-19384	BULBS - LAKESIDE CENTER	E	5/17/2023	371.49		007150		371.49
	*** VENDOR TOTALS ***					1 CHECKS		371.49
002167	BUSINESS PUBLICATIONS CORP							
I-77118	BUSINESS RECORD AD	R	5/15/2023	3,500.00		242674		3,500.00
	*** VENDOR TOTALS ***					1 CHECKS		3,500.00
009469	COLTON CAMPBELL							
I-04/03/23-04/06/23	4/3-4/6/23 MEALS REIMBURSEMENT	E	5/17/2023	37.29		007178		37.29
	*** VENDOR TOTALS ***					1 CHECKS		37.29

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000385	CAPITAL CITY EQUIPMENT CO							
I-35126D	UNIT #665 ALTERNATOR	E	5/17/2023	715.73		007101		715.73
	*** VENDOR TOTALS ***					1 CHECKS		715.73
000117	CARMEN'S FLOWERS							
I-015658	GREEN PLANT-S. KINNEY	R	5/15/2023	60.00		242675		60.00
	*** VENDOR TOTALS ***					1 CHECKS		60.00
000453	CARQUEST AUTO PARTS							
I-2330-786254	UNIT #151 PARTS	R	5/15/2023	18.54		242676		18.54
	*** VENDOR TOTALS ***					1 CHECKS		18.54
005278	CDW GOVERNMENT							
I-6288096	CROWDSTRIKE RENEWAL	E	5/17/2023	11,240.00		007135		11,240.00
	*** VENDOR TOTALS ***					1 CHECKS		11,240.00
004613	CENTRAL IOWA DISTRIBUTING							
I-238717	SOAP/GEL/TOWELS-PRSC	E	5/17/2023	598.00		007129		
I-238975	SOAP/METRO JRT -PRSC	E	5/17/2023	594.00		007129		1,192.00
	*** VENDOR TOTALS ***					1 CHECKS		1,192.00
011409	CENTRAL MCGOWAN INC							
I-0000238329	BEVERAGES FOR RESALE-OC	E	5/17/2023	30.00		007168		
I-0000698735	BEVERAGE SUPPS FOR RESALE-OC	E	5/17/2023	123.95		007168		153.95
	*** VENDOR TOTALS ***					1 CHECKS		153.95
011661	FLORATINE CENTRAL TURF PRODUCT							
I-5693	AERATING TINES-PRSC	R	5/15/2023	1,033.94		242677		1,033.94
	*** VENDOR TOTALS ***					1 CHECKS		1,033.94
010049	CINTAS CORPORATION							
I-5155012577	MED CABINET SUPPLIES - MU	R	5/15/2023	18.53		242678		18.53
	*** VENDOR TOTALS ***					1 CHECKS		18.53
011576	CINTAS CORPORATION							
I-4150704635	03/28/23 SVCS - WATER	R	5/15/2023	177.71		242679		
I-4151399972	4/04/23 SVCS - WATER	R	5/15/2023	177.71		242679		
I-4153518514	MAT/UNIFORM RENTAL-OCM	R	5/15/2023	94.12		242679		
I-4153518542	FOOD/SUPPLIES FOR RESALE -OC	R	5/15/2023	78.46		242679		
I-4153529779	4/25/23 SVCS - WATER	R	5/15/2023	177.71		242679		
I-4153530008	MAT/UNIFORM RENTAL -PKS	R	5/15/2023	113.23		242679		
I-4153530132	MAT RENTAL - KL	R	5/15/2023	149.86		242679		
I-4153655400	4/26/23 SVCS - WASTE WATER	R	5/15/2023	135.51		242679		1,104.31
	*** VENDOR TOTALS ***					1 CHECKS		1,104.31

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005551	CITY OF CLIVE							
I-5223	BAT STICKERS - P&R	R	5/15/2023	122.88		242680		122.88
	*** VENDOR TOTALS ***					1 CHECKS		122.88
002726	CITY OF DES MOINES TREASURY							
I-130422	FY23 #12 WRA MONTHLY ALLOCTN	R	5/15/2023	498,474.80		242681		498,474.80
	*** VENDOR TOTALS ***					1 CHECKS		498,474.80
002407	CIVIL DESIGN ADVANTAGE LLC							
I-40773 #2	PAY 2-NW 36TH ST/WEIGEL/HMA	E	5/17/2023	3,703.70		007119		3,703.70
	*** VENDOR TOTALS ***					1 CHECKS		3,703.70
011798	COLONY AT BRIARWOOD							
I-4/27/23	MAILBOX REPLACEMENT EXPENSES	R	5/15/2023	806.56		242682		806.56
	*** VENDOR TOTALS ***					1 CHECKS		806.56
000189	CONSOLIDATED ELECTRICAL							
I-1884-1043644	LIGHTS - PRSC	E	5/17/2023	565.43		007096		565.43
	*** VENDOR TOTALS ***					1 CHECKS		565.43
002992	CONSTRUCTION MATERIALS TESTING							
I-46042	CYLINDER BREAKS - ENG	E	5/17/2023	389.00		007122		389.00
	*** VENDOR TOTALS ***					1 CHECKS		389.00
009277	CONVERGE ONE INC							
I-IE9106955	MERAKI ANNUAL RENEWAL	E	5/17/2023	19,936.38		007157		19,936.38
	*** VENDOR TOTALS ***					1 CHECKS		19,936.38
007254	CUTTER & BUCK							
I-0096823579	STOCK MERCH FOR RESALE-OC	R	5/15/2023	1,337.03		242683		1,337.03
	*** VENDOR TOTALS ***					1 CHECKS		1,337.03
011445	CWKK CORP							
I-A2055712-0005	5/3/23-5/3/24 CRIMEDEX SBSCRPT	R	5/15/2023	158.00		242684		158.00
	*** VENDOR TOTALS ***					1 CHECKS		158.00
000146	CENTURY HOMES CO							
I-65528IN	IGNITION /SURFACTANT/FOAM-PRSC	R	5/15/2023	230.86		242685		230.86
	*** VENDOR TOTALS ***					1 CHECKS		230.86
003359	KEVIN DEAVER							
I-03/23-04/23MA	FY23 MARTIAL ARTS MAR-APR	E	5/17/2023	3,425.60		007125		3,425.60
	*** VENDOR TOTALS ***					1 CHECKS		3,425.60

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003099	DELL MARKETING L P							
I-10669836239	FY23 - DELL MONITORS	R	5/15/2023	4,179.00		242686		4,179.00
	*** VENDOR TOTALS ***					1 CHECKS		4,179.00
008545	DEMARANVILLE INSTALLATIONS INC							
I-I23-1105A	ANNUAL SPRINKLER INSPCTN-PSB	R	5/15/2023	674.00		242687		
I-I23-613A	ANNUAL SPRINKLER INSPCTN-FS1	R	5/15/2023	655.00		242687		
I-I23-614A	ANNUAL SPRINKLER INSPCTN-FS2	R	5/15/2023	655.00		242687		
I-I23-615A	ANNUAL SPRINKLER INSPCTN-FS3	R	5/15/2023	655.00		242687		
I-I23-616A	ANNUAL SPRINKLER INSPCTN-PW-B	R	5/15/2023	295.00		242687		
I-I23-617A	ANNUAL SPRINKLER INSPCTN-PW	R	5/15/2023	155.00		242687		
I-I23-622A	ANNUAL SPRINKLER INSPCTN-OC	R	5/15/2023	195.00		242687		
I-I23-623A	ANNUAL SPRINKLER INSPCTN -PD	R	5/15/2023	385.00		242687		
I-I23-968A	ANNUAL SPRINKLER INSPCTN-KL	R	5/15/2023	174.00		242687		
I-I23-968B	3YR/5YR FULL INSPECTION-FD	R	5/15/2023	1,000.00		242687		4,843.00
	*** VENDOR TOTALS ***					1 CHECKS		4,843.00
010180	AUSTIN DEMERS							
I-03/01/23-03/23/23	03/01/23-03/23/23 MILEAGE	E	5/17/2023	60.92		007182		
I-03/24/23-03/31/23	3/24-3/31/23 MILEAGE	E	5/17/2023	24.37		007182		
I-04/19/2023	4/19/23 TRAINING MILEAGE	E	5/17/2023	15.46		007182		100.75
	*** VENDOR TOTALS ***					1 CHECKS		100.75
011530	DES MOINES AREA COMMUNITY COLL							
I-S1553487	2ND SEMESTER PARAMEDIC	R	5/15/2023	2,676.00		242688		2,676.00
	*** VENDOR TOTALS ***					1 CHECKS		2,676.00
000758	DES MOINES IRON & SUPPLY CO							
I-1904675922	TAPE DUCT/TEST -OCM	R	5/15/2023	127.95		242689		127.95
	*** VENDOR TOTALS ***					1 CHECKS		127.95
005538	KAREN L DETERS							
I-5/02/23	MAILBOX REPLACEMENT EXP	R	5/15/2023	150.00		242690		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
001327	GL ANKENY LLC							
I-150842 DOW	UNIT #910 HOOD CLIP	R	5/15/2023	8.54		242691		8.54
	*** VENDOR TOTALS ***					1 CHECKS		8.54
000161	DEWEY FORD INC							
C-CM604377 FOW	CR: UNIT #109 GASKET	R	5/15/2023	6.82CR		242692		
I-604377 FOW	UNIT #109 PARTS	R	5/15/2023	23.69		242692		
I-604379 FOW	UNIT #109 PARTS	R	5/15/2023	282.43		242692		
I-604483 FOW	UNIT #610 PARTS	R	5/15/2023	444.98		242692		
I-604789 FOW	UNIT #78 JET KIT/HOSE	R	5/15/2023	31.27		242692		
I-604840 FOW	UNIT #610 BOLT	R	5/15/2023	2.93		242692		
I-604854 FOW	UNIT #94 BOLT	R	5/15/2023	1.17		242692		779.65
	*** VENDOR TOTALS ***					1 CHECKS		779.65

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004568	DOLL DISTRIBUTING LLC							
I-1231989	ALCOHOL FOR RESALE-OC	E	5/17/2023	803.93		007128		
I-1235115	ALCOHOL FOR RESALE-HAWKEYE	E	5/17/2023	418.45		007128		
I-1237144	ALCOHOL FOR RESALE-OC	E	5/17/2023	204.85		007128		
I-1242474	ALCOHOL FOR RESALE-OC	E	5/17/2023	1,263.20		007128		2,690.43
	*** VENDOR TOTALS ***					1 CHECKS		2,690.43
009634	EMILY DOONAN							
I-05/2023 SHOES	05/2023 SHOE REIMBURSEMENT	E	5/17/2023	140.00		007180		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
002143	DOORS INC							
I-332979	REPLACE FLUSH BOLTS-PRSC	E	5/17/2023	121.00		007115		
I-333679	DOOR REPAIRS -CFAC	E	5/17/2023	1,939.00		007115		2,060.00
	*** VENDOR TOTALS ***					1 CHECKS		2,060.00
000988	EARL MAY SEED & NURSERY							
I-00094092	MULCH/RAKE- OCM	R	5/15/2023	98.33		242693		98.33
	*** VENDOR TOTALS ***					1 CHECKS		98.33
006319	EDWARD DON AND COMPANY							
C-71188410	CR:THERM/TEST STRIPS/DSHWSHR	R	5/15/2023	198.76CR		242694		
I-0030123864	CLEANER BOWL APC - OC	R	5/15/2023	25.78		242694		
I-30108435	FOOD/SUPPLIES FOR RESALE-OC	R	5/15/2023	411.04		242694		
I-30174513	FOOD /SUPPLIES FOR BANQUET-OC	R	5/15/2023	556.68		242694		794.74
	*** VENDOR TOTALS ***					1 CHECKS		794.74
005340	ELDER CORPORATION							
I-990 #2	PAY 2-NE DELWRE RECON 5TH/4MC	R	5/15/2023	347,978.24		242695		347,978.24
005340	ELDER CORPORATION							
I-PAY 2-NW18TH RECON	PAY 2-NW18TH ST RECON ASH/ANKB	R	5/15/2023	294,819.59		242696		294,819.59
	*** VENDOR TOTALS ***					2 CHECKS		642,797.83
000186	ELECTRONIC ENGINEERING							
I-80066116, 80066248	05/2023 STATEMENT - PK MAINT	E	5/17/2023	296.50		007095		
I-80066117, 80066249	05/2023 STATEMENT - PW	E	5/17/2023	930.00		007095		
I-80066118, 80066250	05/2023 STATEMENT - MU	E	5/17/2023	440.50		007095		
I-80066119	05/2023 STATEMENT -ENGINEERING	E	5/17/2023	26.50		007095		1,693.50
	*** VENDOR TOTALS ***					1 CHECKS		1,693.50
005334	ENVIRONMENTAL SYSTEMS RESEARCH							
I-94466113	FY23 ESRI SOFTWARE RENEWAL	R	5/15/2023	21,791.00		242697		21,791.00
	*** VENDOR TOTALS ***					1 CHECKS		21,791.00

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005478	EXCEL MECHANICAL COMPANY INC							
I-162343	HEAT PUMP REPAIRS-KL	E	5/17/2023	1,251.00		007136		
I-162349	BASEBALL WTR HEATER REPR- PRSC	E	5/17/2023	820.00		007136		2,071.00
	*** VENDOR TOTALS ***					1 CHECKS		2,071.00
003468	FAIR-PLAY SCOREBOARDS							
I-1603834	SCOREBOARD REPAIRS-PRSC	R	5/15/2023	85.20		242698		85.20
	*** VENDOR TOTALS ***					1 CHECKS		85.20
009894	FARO TECHNOLOGIES, INC							
I-91771165	FARO MAINTENANCE	R	5/15/2023	6,560.00		242699		6,560.00
	*** VENDOR TOTALS ***					1 CHECKS		6,560.00
001694	FARONICS TECHNOLOGIES USA							
I-INUS0219329	FARONICS DEEPFREEZE RENEW	E	5/17/2023	2,889.30		007109		2,889.30
	*** VENDOR TOTALS ***					1 CHECKS		2,889.30
002285	FASTENAL COMPANY							
I-IADES428068	SIGN/STREET LIGHT SUPPLY-TRFC	E	5/17/2023	442.45		007117		
I-IADES428616	UNIT #163 PARTS	E	5/17/2023	32.26		007117		474.71
	*** VENDOR TOTALS ***					1 CHECKS		474.71
010716	FINANCIAL CONSULTING SOLUTIONS							
I-3498-22304054	4/21/23 WTR/SWR RATE STUDY	E	5/17/2023	4,958.75		007167		4,958.75
	*** VENDOR TOTALS ***					1 CHECKS		4,958.75
006858	FERGUSON ENTERPRISES INC #1657							
I-0017697	GLENBROOK RR START UP-PKS	R	5/15/2023	97.76		242700		97.76
	*** VENDOR TOTALS ***					1 CHECKS		97.76
011234	FIRE SERVICE TRAINING BUREAU							
I-231972	DOP TRAINING - C. CRUTHIRDS	R	5/15/2023	50.00		242701		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
007648	DAIOHS USA INC							
I-1188	COFFEE SERVICES - PW	E	5/17/2023	97.50		007147		97.50
	*** VENDOR TOTALS ***					1 CHECKS		97.50
010286	AT&T MOBILITY II LLC							
I-04272023 FD	03/20/23-04/19/23 STATEMENT-FD	R	5/15/2023	1,132.14		242702		1,132.14
010286	AT&T MOBILITY II LLC							
I-04272023 PD	03/20/23-04/19/23 STATEMENT-PD	R	5/15/2023	1,581.40		242703		1,581.40
	*** VENDOR TOTALS ***					2 CHECKS		2,713.54

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002078	FOTH & VAN DYKE LLC							
I-83079	PRAIRIE TRAIL IV WETLAND	E	5/17/2023	499.50		007114		499.50
	*** VENDOR TOTALS ***					1 CHECKS		499.50
011377	STRAND ASSOCIATES, INC.							
I-193857 #24	PAY 24-ANKENY ASR	R	5/15/2023	19,437.33		242704		19,437.33
	*** VENDOR TOTALS ***					1 CHECKS		19,437.33
002635	FUN EXPRESS LLC							
I-72404092601	STICKERS/PUZZLES - KL	R	5/15/2023	411.66		242705		
I-724040207201	MINI DINOSAURS-KL	R	5/15/2023	134.19		242705		545.85
	*** VENDOR TOTALS ***					1 CHECKS		545.85
000211	GALE							
I-81077199	APRIL LARGE PRINT DIST 5 PLAN	E	5/17/2023	164.22		007097		
I-81120359	MAY BASIC 8 PLAN	E	5/17/2023	191.93		007097		
I-81120426	MAY CORE 8 PLAN -KL	E	5/17/2023	160.44		007097		
I-81120775	MAY WHEELER HARDCVR 5 PLAN	E	5/17/2023	224.92		007097		741.51
	*** VENDOR TOTALS ***					1 CHECKS		741.51
003712	GALLS, LLC							
C-024059467	CR: UNIFORMS - FD	R	5/15/2023	59.50CR		242706		
C-024059496	CR: UNIFORMS - FD	R	5/15/2023	46.74CR		242706		
C-024071037	CR: UNIFORMS - FD	R	5/15/2023	59.50CR		242706		
C-024071215	CR: UNIFORMS - FD	R	5/15/2023	156.99CR		242706		
C-024083840	CR: UNIFORMS - FD	R	5/15/2023	156.99CR		242706		
C-024258281	CR: UNIFORMS - FD	R	5/15/2023	61.20CR		242706		
I-024049960	UNIFORMS - FD	R	5/15/2023	653.46		242706		
I-024061990	UNIFORMS - FD	R	5/15/2023	88.71		242706		
I-024062007	UNIFORMS - FD	R	5/15/2023	151.17		242706		
I-024062009	UNIFORMS - FD	R	5/15/2023	49.13		242706		
I-024073894	UNIFORMS - FD	R	5/15/2023	61.20		242706		
I-024086336	UNIFORMS - FD	R	5/15/2023	63.80		242706		
I-024178889	UNIFORMS - FD	R	5/15/2023	43.00		242706		
I-024191394	UNIFORMS - FD	R	5/15/2023	192.93		242706		
I-024219463	JACKET - FD	R	5/15/2023	236.76		242706		
I-024233672	PANTS - FD	R	5/15/2023	61.20		242706		
I-024243826	UNIFORMS - FD	R	5/15/2023	75.95		242706		
I-024257817	NAME BAR - FD	R	5/15/2023	16.90		242706		
I-024262302	PANTS - FD	R	5/15/2023	75.75		242706		
I-024269234	UNIFORMS - FD	R	5/15/2023	138.70		242706		
I-024269237	UNIFORM - FD	R	5/15/2023	146.99		242706		1,514.73
	*** VENDOR TOTALS ***					1 CHECKS		1,514.73

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008445	WHITNEY R GARCIA							
I-APRIL 2023	APRIL 2023 MILEAGE REIMBURSE	E	5/17/2023	24.89		007177		24.89
	*** VENDOR TOTALS ***					1 CHECKS		24.89
001344	GARLAND'S INC.							
I-492674	SHOP SUPPLIES - CG	R	5/15/2023	16.00		242707		16.00
	*** VENDOR TOTALS ***					1 CHECKS		16.00
000751	DAWN GEAN							
I-04/23/23-04/27/23	TRAINING REIMBURSEMENTS	E	5/17/2023	986.61		007106		986.61
	*** VENDOR TOTALS ***					1 CHECKS		986.61
009366	GEMPLER'S INC							
I-INV0004542639	RAIN PANTS/JACKETS -OCM	E	5/17/2023	185.96		007158		185.96
	*** VENDOR TOTALS ***					1 CHECKS		185.96
001775	GENERAL FIRE AND SAFETY							
I-3857	FIRST AID SUPPLIES -PRSC	E	5/17/2023	108.35		007110		
I-3858	FIRST AID CABINET RESUPPLY-CH	E	5/17/2023	50.25		007110		158.60
	*** VENDOR TOTALS ***					1 CHECKS		158.60
009054	GPS INDUSTRIES LLC							
I-CON011955	05/2023 CNCT CNTRL/TRK/VISAGE	R	5/15/2023	2,189.00		242708		2,189.00
	*** VENDOR TOTALS ***					1 CHECKS		2,189.00
006152	ANNETTE GRAEVE							
I-01/10/23-04/25/23	01/10-04/25/23 MILEAGE	E	5/17/2023	59.67		007176		59.67
	*** VENDOR TOTALS ***					1 CHECKS		59.67
000227	GRAINGER							
I-9681222353	HARD HAT/EAR MUFFS - MU	E	5/17/2023	67.56		007098		
I-9687355017	UNIT #743 COUPLING INSERT	E	5/17/2023	100.53		007098		
I-9687896549	TOOLS - MU	E	5/17/2023	901.18		007098		
I-9689372143	POOL LIGHTS - PRAC	E	5/17/2023	363.74		007098		
I-9693433832	ABSORBENT SOCK - MU	E	5/17/2023	150.69		007098		
I-9694134926	BASKETBALL HOOP NETS-PKS	E	5/17/2023	163.05		007098		
I-9695251851	STEP STOOL - PRAC	E	5/17/2023	329.70		007098		
I-9695394180	BASEBALL SINK VALVE-PRSC	E	5/17/2023	84.09		007098		2,160.54
	*** VENDOR TOTALS ***					1 CHECKS		2,160.54
006348	GRAZIANO BROTHERS INC							
I-726972	FOOD FOR RESALE - OC	E	5/17/2023	271.85		007142		271.85
	*** VENDOR TOTALS ***					1 CHECKS		271.85

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000252	GRIMES ASPHALT AND PAVING CORP							
I-23859	4/27/23 1/2 30R	R	5/15/2023	39.00		242709		39.00
	*** VENDOR TOTALS ***					1 CHECKS		39.00
009268	BROCK DANA GRUBBS							
I-3/10-3/12/23 SNOW	3/10-3/12/23 SR SNOW REMOVAL	R	5/15/2023	1,212.00		242710		1,212.00
	*** VENDOR TOTALS ***					1 CHECKS		1,212.00
004386	HOUSBY HEAVY EQUIPMENT LLC							
I-P35944	UNIT #252 COUPLING	E	5/17/2023	344.08		007127		344.08
	*** VENDOR TOTALS ***					1 CHECKS		344.08
007544	HOWREY CONSTRUCTION INC							
I-PAY1FINAL-SDWLK	PAY 1 FINAL-2023 SDWLK GAPS PG	R	5/15/2023	102,711.62		242711		102,711.62
007544	HOWREY CONSTRUCTION INC							
I-RTNG-SDWLK GAPS	RTNG-2023 SDWLK GAPS PROGRAM	R	5/15/2023	5,405.88		242712		5,405.88
	*** VENDOR TOTALS ***					2 CHECKS		108,117.50
005531	HR GREEN INC							
I-157954 #6	PAY 6-OTTER CRK TRN SWR PH3	E	5/17/2023	2,274.50		007138		
I-162245 #17	PAY 17-NE 36TH RECON/I35/4MDR	E	5/17/2023	4,721.35		007138		6,995.85
	*** VENDOR TOTALS ***					1 CHECKS		6,995.85
000253	HY-VEE INC							
I-285443	CAREER FAIR SUPPLIES - FD	R	5/15/2023	24.42		242713		
I-360101	CAREER FAIR SUPPLIES - FD	R	5/15/2023	84.37		242713		108.79
	*** VENDOR TOTALS ***					1 CHECKS		108.79
008906	IMAGE TREND INC							
I-142386	ANNUAL SOFTWARE AGREEMENT	E	5/17/2023	10,090.00		007152		10,090.00
	*** VENDOR TOTALS ***					1 CHECKS		10,090.00
009565	INFOSEND INCORPORATED							
I-234367	04/2023 MAIL SERVICES	R	5/15/2023	9,384.37		242714		9,384.37
	*** VENDOR TOTALS ***					1 CHECKS		9,384.37
000407	INTERSTATE ALL BATTERY CENTER							
I-1925901007405	BATTERY - CFAC	R	5/15/2023	32.40		242715		
I-1925901007411	BATTERIES - FD	R	5/15/2023	256.20		242715		288.60
	*** VENDOR TOTALS ***					1 CHECKS		288.60
000266	INTERSTATE BATTERY SYSTEM							
I-40214062	BATTERIES - CG	E	5/17/2023	301.90		007099		
I-853417	UNIT #87 BATTERY	E	5/17/2023	64.00		007099		
I-900755	UNIT #873 BATTERY - OCM	E	5/17/2023	47.95		007099		413.85
	*** VENDOR TOTALS ***					1 CHECKS		413.85

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
000979	INTOXIMETERS INC							
I-732442	DRYGAS - PD	R	5/15/2023	170.75		242716		170.75
	*** VENDOR TOTALS ***					1 CHECKS		170.75
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4699400	ALCOHOL FOR RESALE-OC	R	5/15/2023	692.55		242717		
I-W-4706045	ALCOHOL FOR RESALE - OC	R	5/15/2023	487.35		242717		
I-W-4713009	ALCOHOL FOR RESALE-OC	R	5/15/2023	1,075.95		242717		2,255.85
	*** VENDOR TOTALS ***					1 CHECKS		2,255.85
009633	IOWA CIVIL CONTRACTING, INC							
I-PAY1FNL-PCC PVMNT	PAY 1 FNL-2023 PCC PVMNT PRES	R	5/15/2023	408,102.14		242718		408,102.14
009633	IOWA CIVIL CONTRACTING, INC							
I-RTNG-23PVMNT PRES	RTNG-2023 PCC PVMNT PRES PGM	R	5/15/2023	21,479.06		242719		21,479.06
	*** VENDOR TOTALS ***					2 CHECKS		429,581.20
005188	IOWA FINANCE AUTHORITY							
I-D0569R 06/01/23	2021B WATER REVENUE BONDS-P&I	D	5/15/2023	147,380.00		002216		
I-D0654R 06/01/23	2023A WATER REVENUE BONDS-P&I	D	5/15/2023	64.25		002216		147,444.25
	*** VENDOR TOTALS ***					1 CHECKS		147,444.25
001053	IOWA GOLF ASSOCIATION							
I-13770	MEMBER FEES - OC	E	5/17/2023	352.00		007108		352.00
	*** VENDOR TOTALS ***					1 CHECKS		352.00
003226	IOWA ONE CALL							
I-250016	3/31/23 FTP - MU	E	5/17/2023	1,941.30		007124		
I-250143	3/31/23 EMAIL - TRAFFIC	E	5/17/2023	272.70		007124		2,214.00
	*** VENDOR TOTALS ***					1 CHECKS		2,214.00
011763	IOWA POND GUY, LLC							
I-3725	APRIL POND MAINTENANCE	E	5/17/2023	1,436.00		007172		1,436.00
	*** VENDOR TOTALS ***					1 CHECKS		1,436.00
000272	IOWA PRISON INDUSTRIES							
I-035394	SIGN-RASMUSSEN P&R	R	5/15/2023	28.15		242720		
I-035443	SIGNS - TRAFFIC	R	5/15/2023	73.80		242720		
I-372867	ILEA UNIFORMS - PD	R	5/15/2023	230.00		242720		331.95
	*** VENDOR TOTALS ***					1 CHECKS		331.95
006326	JOHNSON BROTHERS OF IOWA							
I-1843380	ALCOHOL FOR RESALE-OC	R	5/15/2023	63.60		242721		
I-1843381	ALCOHOL FOR RESALE-OC	R	5/15/2023	1,266.20		242721		
I-1843382	ALCOHOL FOR RESALE-OC	R	5/15/2023	121.17		242721		1,450.97
	*** VENDOR TOTALS ***					1 CHECKS		1,450.97

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000292	KARL CHEVROLET INC							
I-925225	REISSUE #70 REPAIRS	R	5/15/2023	881.00		242722		881.00
	*** VENDOR TOTALS ***					1 CHECKS		881.00
006236	KAY PARK RECREATION							
I-198758A	PICNIC TABLES	E	5/17/2023	3,010.00		007141		
I-198758B	PICNIC TABLES	E	5/17/2023	1,623.00		007141		4,633.00
	*** VENDOR TOTALS ***					1 CHECKS		4,633.00
000065	RENEWABLE ENERGY GROUP INC							
I-571632	4/11/23 UNLEADED87/DIESEL	E	5/17/2023	2,270.73		007093		
I-571713	4/17/23 87E10/DIESEL DYED	E	5/17/2023	22,667.97		007093		
I-571873	4/26/23 87E10/DIESEL DYED	E	5/17/2023	21,254.92		007093		
I-571988	05/02/23 UNLEADED 87/DESL-PRSC	E	5/17/2023	788.10		007093		46,981.72
	*** VENDOR TOTALS ***					1 CHECKS		46,981.72
004783	KELTEK INCORPORATED							
I-8132	ANTENNA REMOVAL - FD	E	5/17/2023	181.13		007130		181.13
	*** VENDOR TOTALS ***					1 CHECKS		181.13
009201	KIESLER POLICE SUPPLY INC							
I-IN213295	TWO SIMUNITION PISTOLS - PD	E	5/17/2023	908.00		007155		908.00
	*** VENDOR TOTALS ***					1 CHECKS		908.00
000581	MIDWEST MOTOR SUPPLY CO INC							
I-100922122	HARDWARE BOLT BIN - PKS	E	5/17/2023	65.36		007104		
I-100925739	BOLT BIN SUPPLIES - PKS	E	5/17/2023	362.21		007104		427.57
	*** VENDOR TOTALS ***					1 CHECKS		427.57
005189	KULLY SUPPLY INC							
I-611126	SHOWER PARTS - CFAC	E	5/17/2023	70.89		007134		70.89
	*** VENDOR TOTALS ***					1 CHECKS		70.89
010148	LA CROSSE SEED, LLC							
I-SI-2312601	SUN & SHADE MIX - PW	E	5/17/2023	828.00		007164		828.00
	*** VENDOR TOTALS ***					1 CHECKS		828.00
002368	LAWSON PRODUCTS INC							
I-9310522885	SHOP PARTS - CG	E	5/17/2023	287.31		007118		287.31
	*** VENDOR TOTALS ***					1 CHECKS		287.31
011568	LEXISNEXIS RISK SOLUTIONS FL I							
I-6967963-20230430	AVCC SBSRT 4/1/23-4/30/23	E	5/17/2023	500.00		007171		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009412	LIBRARY FURNITURE INTERNATIONAL							
I-8424	SHELVING-KL	R	5/15/2023	3,657.00		242723		3,657.00
	*** VENDOR TOTALS ***					1 CHECKS		3,657.00
000402	LINDE GAS & EQUIPMENT							
I-34522204	OXYGEN - FD	R	5/15/2023	1,603.65		242724		
I-35713926	3/20/23-4/20/23 WELDING RNTL	R	5/15/2023	42.22		242724		
I-35716091	OXYGEN - FD	R	5/15/2023	1,518.08		242724		3,163.95
	*** VENDOR TOTALS ***					1 CHECKS		3,163.95
009473	MACQUEEN EQUIPMENT, LLC							
I-E00550	REPLACE TRUCK #268	R	5/15/2023	46,098.00		242725		
I-E00551	REPLACE TRUCK #270	R	5/15/2023	46,098.00		242725		92,196.00
	*** VENDOR TOTALS ***					1 CHECKS		92,196.00
007723	MTS IOWA INC							
I-69611	#120 REPAIRS	R	5/15/2023	1,759.33		242726		
I-RO 69612	V120 REPAIRS-2	R	5/15/2023	13,152.25		242726		14,911.58
	*** VENDOR TOTALS ***					1 CHECKS		14,911.58
002207	MANATTS INC							
I-5092937	4/04/23 C-4WR-C20	E	5/17/2023	770.00		007116		
I-5093099	4/6/23 C4WR C20 CL3	E	5/17/2023	888.00		007116		
I-5093112	4/6/23 D57-C20	E	5/17/2023	871.50		007116		
I-5093421	4/10/23 C-4WR-C20	E	5/17/2023	1,437.00		007116		3,966.50
	*** VENDOR TOTALS ***					1 CHECKS		3,966.50
008131	MARTIN BROTHERS DISTRIBUTING C							
I-9969088	FOOD FOR RESALE -HAWKEYE	E	5/17/2023	688.42		007149		
I-9971414	FOOD FOR RESALE - HAWKEYE	E	5/17/2023	97.81		007149		786.23
	*** VENDOR TOTALS ***					1 CHECKS		786.23
009346	MARY'S CLEANING CARE INC							
I-32282	APRIL 2023 CLEANING - PSB	R	5/15/2023	1,190.00		242727		
I-32285	APRIL CLEANINGS - MAINT FAC	R	5/15/2023	175.00		242727		
I-32337	APRIL 2023 CLEANING-LAKESIDE	R	5/15/2023	600.00		242727		
I-32338	4/23-4/30/23 CLEANING - OEC	R	5/15/2023	190.00		242727		2,155.00
	*** VENDOR TOTALS ***					1 CHECKS		2,155.00
002183	MCCLURE ENGINEERING CO							
I-2022000919-00 #9	PAY 9-SW STATE ST RECON/SB LNS	R	5/15/2023	835.00		242728		
I-211008-010 #13	PAY 13-NW18TH ST RECON ASH/AB	R	5/15/2023	32,390.44		242728		33,225.44
	*** VENDOR TOTALS ***					1 CHECKS		33,225.44

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001671	MCC IOWA LLC							
I-5/01/23-5/31/23	5/01/23-5/31/23 DEDICATE INT	R	5/15/2023	500.00		242729		500.00
			*** VENDOR TOTALS ***			1 CHECKS		500.00
004747	MENARDS							
C-84797	CR: SS FCT -PRAC	R	5/15/2023	14.97	CR	242730		
I-83779	TORCH MAP - TRAFFIC	R	5/15/2023	54.99		242730		
I-84085	HSCLMP-PRSC	R	5/15/2023	87.96		242730		
I-84299	LAMP BULB/VALVE/KNIFE/MAG-PRSC	R	5/15/2023	77.88		242730		
I-84470	KNEE PADS/EARMUFF/TIEDOWN - PW	R	5/15/2023	89.24		242730		
I-84780	COUPLING/ANG/ELBOW-PRSC	R	5/15/2023	152.38		242730		
I-84782	HANDY BOX/BRKT/CLAD - FD	R	5/15/2023	43.03		242730		
I-84791	CMP ANG/STR/FCT	R	5/15/2023	80.89		242730		
I-84798	SS FCT/CMP STR/CUTTER-PRAC	R	5/15/2023	38.92		242730		
I-84823	SUMMERBROOK WALL REPAIR-PKS	R	5/15/2023	179.98		242730		
I-84849	WHITE PAINT/FLAG/RAKE-PKS	R	5/15/2023	55.61		242730		
I-84887	OUTLETPLATE/BACKWIRE - FD	R	5/15/2023	11.96		242730		
I-84899	COUPLERS/NETWORK TOOL - MU	R	5/15/2023	65.86		242730		
I-84964	PIPE/ADPTR/CPLNG/ELBW/HOSE-MU	R	5/15/2023	149.76		242730		
I-84967 04/20/23	WALL PLATE/INSERT/SPLITTER-FD	R	5/15/2023	77.88		242730		
I-84970	HEX HEAD - FD	R	5/15/2023	3.29		242730		
I-85000	BUILDING SUPPLIES - MU	R	5/15/2023	147.98		242730		
I-85198	STAPLER - PD	R	5/15/2023	119.88		242730		
I-85210	CAULK - HONOR GUARD	R	5/15/2023	36.17		242730		
I-85280	HEAT SHRINK TUBE - FD	R	5/15/2023	4.89		242730		1,463.58
			*** VENDOR TOTALS ***			1 CHECKS		1,463.58
007664	MERCY NORTH PHARMACY							
I-5/1/2023	EMS PHARMACY - FD	R	5/15/2023	1,751.52		242731		1,751.52
			*** VENDOR TOTALS ***			1 CHECKS		1,751.52
001931	METRO WASTE AUTHORITY							
I-31973268	04/2023 YARD WASTE	E	5/17/2023	81.30		007113		
I-31973422	04/2023 YARD WASTE	E	5/17/2023	71.70		007113		
I-31973534	04/2023 COMMERCIAL	E	5/17/2023	81.00		007113		
I-31973815	04/2023 YARD WASTE	E	5/17/2023	102.30		007113		
I-31973978	04/2023 YARD WASTE	E	5/17/2023	129.30		007113		
I-31974119	04/2023 COMMERCIAL	E	5/17/2023	544.16		007113		
I-31974551	04/2023 COMMERCIAL	E	5/17/2023	588.62		007113		
I-31974792	04/2023 COMMERCIAL	E	5/17/2023	580.64		007113		
I-31974966	04/2023 COMMERCIAL	E	5/17/2023	501.22		007113		2,680.24
			*** VENDOR TOTALS ***			1 CHECKS		2,680.24

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	ADAMOVICZ, JACKIE							
I-000202305109844	US REFUND	R	5/15/2023	36.70		242613		36.70
1	BIRD, SHELBY							
I-000202305109837	US REFUND	R	5/15/2023	65.07		242614		65.07
1	BLASER, MEGAN							
I-000202305109846	US REFUND	R	5/15/2023	88.97		242615		88.97
1	BURGESS, BRYAN							
I-000202305109842	US REFUND	R	5/15/2023	57.02		242616		57.02
1	BURT, JACOB							
I-000202305109847	US REFUND	R	5/15/2023	60.19		242617		60.19
1	CAMPBELL, CLARA							
I-000202305109855	US REFUND	R	5/15/2023	50.19		242618		50.19
1	CLARK, TIM							
I-000202305109856	US REFUND	R	5/15/2023	42.19		242619		42.19
1	COVINGTON, SARAH							
I-000202305109860	US REFUND	R	5/15/2023	27.44		242620		27.44
1	DENMAN, MICAH							
I-000202305109830	US REFUND	R	5/15/2023	47.55		242621		47.55
1	DRAPER, KALI							
I-000202305109828	US REFUND	R	5/15/2023	37.56		242622		37.56
1	GARTON, KEEGAN							
I-000202305109840	US REFUND	R	5/15/2023	64.08		242623		64.08
1	HAMILTON, GRANT							
I-000202305109841	US REFUND	R	5/15/2023	38.69		242624		38.69
1	HARBERTS, DYLIN							
I-000202305109845	US REFUND	R	5/15/2023	55.04		242625		55.04
1	IRWIN, CORY							
I-000202305109865	US REFUND	R	5/15/2023	52.83		242626		52.83
1	JOHANSON, CODY							
I-000202305109850	US REFUND	R	5/15/2023	45.26		242627		45.26

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1	JOHNSON, GRANT A							
I-000202305109838	US REFUND	R	5/15/2023	98.44		242628		98.44
1	JONES, NICLAS							
I-000202305109858	US REFUND	R	5/15/2023	60.21		242629		60.21
1	KEY, AUSTIN							
I-000202305109851	US REFUND	R	5/15/2023	65.09		242630		65.09
1	KRITZ, NICK							
I-000202305109859	US REFUND	R	5/15/2023	13.76		242631		13.76
1	MATTHEWS, MICHAEL P							
I-000202305109854	US REFUND	R	5/15/2023	63.76		242632		63.76
1	MULL, MADISON							
I-000202305109831	US REFUND	R	5/15/2023	88.25		242633		88.25
1	NOEL, JACOB							
I-000202305109852	US REFUND	R	5/15/2023	54.51		242634		54.51
1	POTRATZ, MIAH							
I-000202305109836	US REFUND	R	5/15/2023	52.46		242635		52.46
1	REARDON, EMMA							
I-000202305109835	US REFUND	R	5/15/2023	60.32		242636		60.32
1	RHOADES, STEPHANIE							
I-000202305109857	US REFUND	R	5/15/2023	45.00		242637		45.00
1	RINEHART, DREW							
I-000202305109834	US REFUND	R	5/15/2023	57.96		242638		57.96
1	RUHL, SYDNEE							
I-000202305109832	US REFUND	R	5/15/2023	52.09		242639		52.09
1	SAENGKEO, GENESIS							
I-000202305109862	US REFUND	R	5/15/2023	39.95		242640		39.95
1	SHAW, ANDREA							
I-000202305109853	US REFUND	R	5/15/2023	50.54		242641		50.54
1	SMITH, DONNA							
I-000202305109866	US REFUND	R	5/15/2023	50.00		242642		50.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	SMITH, JAISON							
I-000202305109864	US REFUND	R	5/15/2023	39.61		242643		39.61
1	SRIKANCHANA, CHOTECH							
I-000202305109849	US REFUND	R	5/15/2023	41.29		242644		41.29
1	STURGEON, DEAN & JES							
I-000202305109861	US REFUND	R	5/15/2023	50.19		242645		50.19
1	THOMAS, JORDAN							
I-000202305109839	US REFUND	R	5/15/2023	97.62		242646		97.62
1	UBBEN, ANDREA							
I-000202305109829	US REFUND	R	5/15/2023	98.92		242647		98.92
1	VUSWEEH, MARGARET							
I-000202305109848	US REFUND	R	5/15/2023	55.84		242648		55.84
1	WHEAT, ADRIENNE							
I-000202305109863	US REFUND	R	5/15/2023	40.94		242649		40.94
1	WHITE, TIM S							
I-000202305109833	US REFUND	R	5/15/2023	99.54		242650		99.54
1	YOUNGBLUT, BENJAMIN							
I-000202305109843	US REFUND	R	5/15/2023	40.11		242651		40.11
			*** VENDOR TOTALS ***			39 CHECKS		2,185.18
001884	MOBILE AIR CONDITIONING							
I-93135423	FY24-2023 MACS MBRSHP RNWL	R	5/15/2023	200.00		242732		200.00
			*** VENDOR TOTALS ***			1 CHECKS		200.00
010051	MOBOTREX INC							
I-265418	RRFB's:SCHOOL WALKABILITY	E	5/17/2023	1,320.00		007161		1,320.00
			*** VENDOR TOTALS ***			1 CHECKS		1,320.00
010193	MTS CONTRACTING INC							
I-22-4527	TUCK POINT REPAIR	E	5/17/2023	30,488.00		007165		30,488.00
			*** VENDOR TOTALS ***			1 CHECKS		30,488.00
002032	MUNICIPAL COLLECTIONS OF AMERI							
I-59382	04/23 COLLECTION FEES	R	5/15/2023	409.95		242733		
I-59383	04/23 COLLECTION FEES-OLD	R	5/15/2023	145.50		242733		
I-59384	04/23 COLLECTION FEES	R	5/15/2023	81.80		242733		
I-59385	04/23 COLLECTION FEES	R	5/15/2023	8.50		242733		
I-59386	04/23 COLLECTION FEES	R	5/15/2023	147.80		242733		793.55
			*** VENDOR TOTALS ***			1 CHECKS		793.55

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000350	MUNICIPAL SUPPLY INC							
I-0867918-IN	METERS - MU	R	5/15/2023	4,805.00		242734		
I-0868058-IN	METERS - MU	R	5/15/2023	7,691.32		242734		
I-0868377-IN	METERS - MU	R	5/15/2023	6,200.00		242734		18,696.32
	*** VENDOR TOTALS ***					1 CHECKS		18,696.32
000510	MUSCO SPORTS LIGHTING INC							
I-PAY1-CHRYGLNBALL	PAY 1-CHERRY GLEN BALLFIELD	E	5/17/2023	228,556.46		007103		228,556.46
	*** VENDOR TOTALS ***					1 CHECKS		228,556.46
006325	N B GOLF LLC							
I-69661	SWITCH PRONGS -OC	R	5/15/2023	4.51		242735		
I-69689	SWITCH PRONGS - OC	R	5/15/2023	13.64		242735		18.15
	*** VENDOR TOTALS ***					1 CHECKS		18.15
003057	NAPA AUTO PARTS							
I-2986-709301	LADDER TRUCK LED	R	5/15/2023	223.98		242736		
I-2986-710331	LUBE FILTER - CG	R	5/15/2023	13.68		242736		
I-2986-710649	UNIT #163 LEVEL SENSOR	R	5/15/2023	59.65		242736		
I-2986-710824	UNIT #64 BRAKE PAD/ROTOR	R	5/15/2023	224.48		242736		
I-2986-710916	SHOP SUPPLIES - CG	R	5/15/2023	131.76		242736		
I-2986-710956	DRY OIL - CG	R	5/15/2023	55.96		242736		
I-2986-710976	EXHAUST SEALER - CG	R	5/15/2023	9.98		242736		
I-2986-711086	BOAT TRLR GRS CRT-PRSC	R	5/15/2023	119.88		242736		
I-2986-711108	UNIT #231 PARTS	R	5/15/2023	289.69		242736		
I-2986-711120	UNIT #921 U-JOINT	R	5/15/2023	60.74		242736		
I-2986-711137	U-JOINT - MU	R	5/15/2023	110.38		242736		
I-2986-711366	UNIT #79 REARVIEW MIRROR	R	5/15/2023	7.29		242736		
I-2986-711368	UNIT #113 DRAIN PLUG/GASKET	R	5/15/2023	5.78		242736		
I-2986-711482	OIL/AIR FILTERS/SEPARATOR - CG	R	5/15/2023	215.07		242736		
I-2986-711516	AIR FILTER - CG	R	5/15/2023	13.65		242736		1,541.97
	*** VENDOR TOTALS ***					1 CHECKS		1,541.97
003164	NILLES ASSOCIATES INC							
I-22190 #1	PAY 1-SW PRAIRIE TRL PKWY CMPL	E	5/17/2023	39,041.00		007123		39,041.00
	*** VENDOR TOTALS ***					1 CHECKS		39,041.00
003525	NORWALK READY MIX CONCRETE INC							
I-322887	4/11/23 C-4WR LIMESTONE	R	5/15/2023	628.00		242737		628.00
	*** VENDOR TOTALS ***					1 CHECKS		628.00
007222	OCLC ONLINE COMPUTER LIBRARY							
I-1000302464	05/2023 WOULDSHARE ILL - KL	E	5/17/2023	47.69		007146		47.69
	*** VENDOR TOTALS ***					1 CHECKS		47.69

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003727	ODP BUSINESS SOLUTIONS, LLC							
I-305644755001	ENVELOPES - ENG	R	5/15/2023	50.94		242738		
I-305887443001	JANITORIAL SUPPLIES - PD	R	5/15/2023	1,098.36		242738		
I-308038008001	INK/TAPE/PLATE/BOWL - PSB	R	5/15/2023	254.82		242738		
I-308937052001	CHAIR - MU	R	5/15/2023	376.42		242738		
I-309061110001	MARKERS DRY - KL	R	5/15/2023	21.80		242738		
I-309061412001	BOOK TAPE - KL	R	5/15/2023	53.90		242738		
I-309181379001	DVDS - PD	R	5/15/2023	705.36		242738		
I-309711247001	PAPER/BREAK ROOM SUPPS - CH	R	5/15/2023	114.66		242738		2,676.26
	*** VENDOR TOTALS ***					1 CHECKS		2,676.26
009363	ON-TRACK CONSTRUCTION LLC							
I-PAY 1-NW NTHLWN UT	PAY 1-NW NTHLWN AREA UTLTY P2	R	5/15/2023	145,789.37		242739		145,789.37
	*** VENDOR TOTALS ***					1 CHECKS		145,789.37
010122	LG PLAYGROUNDS LLC							
I-3157	MP SWING-PKS	R	5/15/2023	56,930.00		242740		
I-3347	MP SWING-PKS	R	5/15/2023	17,800.00		242740		74,730.00
	*** VENDOR TOTALS ***					1 CHECKS		74,730.00
007878	OVERDRIVE INC							
I-06497C023118656	MULTIMEDIA -KL	R	5/15/2023	73.15		242741		
I-06497DA23143019	MULTIMEDIA - KL	R	5/15/2023	78.03		242741		151.18
	*** VENDOR TOTALS ***					1 CHECKS		151.18
002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-48817504	BEVERAGES FOR RESALE-OC	E	5/17/2023	456.14		007120		
I-49483603	BEVERAGES FOR RESALE - OC	E	5/17/2023	424.07		007120		880.21
	*** VENDOR TOTALS ***					1 CHECKS		880.21
009158	PERFORMANCE FOODSERVICE - THOM							
I-7262389	FOOD FOR RESALE-OC	R	5/15/2023	1,116.50		242742		
I-7268535	FOOD & BEVERAGE RESALE-OC	R	5/15/2023	1,733.84		242742		2,850.34
	*** VENDOR TOTALS ***					1 CHECKS		2,850.34
005873	PFM FINANCIAL ADVISORS LLC							
I-124660	WTR REV SRE CLN SERIES 2023A	R	5/15/2023	20,437.50		242743		20,437.50
	*** VENDOR TOTALS ***					1 CHECKS		20,437.50
002648	PIONEER MANUFACTURING COM							
I-INV880150	BRITE STRIP RED - PRSC	R	5/15/2023	207.30		242744		207.30
	*** VENDOR TOTALS ***					1 CHECKS		207.30

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000383	PITNEY BOWES GLOBAL FINANCIAL							
I-3317365276	2/27/23-5/26/23 RENTAL -KL	R	5/15/2023	223.35		242745		223.35
	*** VENDOR TOTALS ***					1 CHECKS		223.35
000384	PITNEY BOWES INC							
I-1022925102	TAPE SHEETS/INK CTG - PD	E	5/17/2023	157.68		007100		
I-1023001613	05/16/23-08/15/23 RENTAL - CH	E	5/17/2023	84.00		007100		241.68
	*** VENDOR TOTALS ***					1 CHECKS		241.68
009011	THE PITNEY BOWES RESERVE ACCOU							
I-05/2023 POSTAGE-CH RES ACCT 20829776 - CH		E	5/17/2023	2,600.00		007154		2,600.00
	*** VENDOR TOTALS ***					1 CHECKS		2,600.00
011708	PLAYAWAY PRODUCTS LLC							
I-427279	MISC MULTIMEDIA - KL	R	5/15/2023	998.84		242746		
I-427308	MULTIMEDIA -KL	R	5/15/2023	125.98		242746		
I-427319	MULTIMEDIA - KL	R	5/15/2023	445.44		242746		1,570.26
	*** VENDOR TOTALS ***					1 CHECKS		1,570.26
000671	PLUMB SUPPLY COMPANY - DM							
I-8745707	START UP SUPPLIES -CFAC	R	5/15/2023	37.70		242747		
I-8764600	START UP SUPPLIES - CFAC	R	5/15/2023	76.27		242747		113.97
	*** VENDOR TOTALS ***					1 CHECKS		113.97
011781	POLK COUNTY TREASURER							
I-11108	BLOOD DRAWS - PD	R	5/15/2023	300.00		242748		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
005151	JULS DESIGN INC							
I-12102	DESIGN SVCS/BANNER - COMM/FD	E	5/17/2023	332.47		007133		332.47
	*** VENDOR TOTALS ***					1 CHECKS		332.47
000344	QUICK SUPPLY CO							
I-QSC164382	ENVIRONET BLANKET - MU	R	5/15/2023	455.60		242749		
I-QSC164474	ENVIRONET BLANKET/STAPLES-MU	R	5/15/2023	228.95		242749		
I-QSC464461	SUMMERBROOK WALL REPAIR	R	5/15/2023	124.25		242749		808.80
	*** VENDOR TOTALS ***					1 CHECKS		808.80
006390	QUILL CORPORATION							
I-31785032	PURELLPRO SRFC DISINF-P&R	R	5/15/2023	47.58		242750		47.58
	*** VENDOR TOTALS ***					1 CHECKS		47.58
005557	RACOM CORPORATION							
I-2B184098	KNOB REPAIR - FD	E	5/17/2023	36.25		007139		36.25
	*** VENDOR TOTALS ***					1 CHECKS		36.25

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003538	GET SOME GUNS, LLC							
I-20-692606	DEFENDER SHIRT - PD	R	5/15/2023	107.34		242751		
I-245216	DEFENDER SHIRT/PANTS - PD	R	5/15/2023	276.43		242751		383.77
	*** VENDOR TOTALS ***					1 CHECKS		383.77
010311	REAL FOOD 4 KIDS							
I-03/20/23-05/08/23	REAL FOODS SPRING CLASS	E	5/17/2023	2,112.00		007166		2,112.00
	*** VENDOR TOTALS ***					1 CHECKS		2,112.00
000587	RED WING SHOE STORE							
I-20230504089893	BOOTS-EJ	E	5/17/2023	140.00		007105		
I-20230504089893 B	BOOTS - R. HULSEBUS	E	5/17/2023	140.00		007105		280.00
	*** VENDOR TOTALS ***					1 CHECKS		280.00
008276	RELIANT FIRE APPARATUS INC							
I-5WI000211	PUMP REPAIR - FD	R	5/15/2023	442.95		242752		442.95
	*** VENDOR TOTALS ***					1 CHECKS		442.95
003999	RINGCENTRAL INC							
I-CD_000578109	04/26/23-05/25/23 STATEMENT	E	5/17/2023	5,588.20		007126		5,588.20
	*** VENDOR TOTALS ***					1 CHECKS		5,588.20
006366	ROTELLA'S ITALIAN BAKERY INC							
I-Y36866	FOOD FOR RESALE -OC	E	5/17/2023	61.78		007143		
I-Y40719	FOOD FOR RESALE - OC	E	5/17/2023	90.46		007143		
I-Y45232	FOOD FOR RESALE - OC	E	5/17/2023	115.90		007143		268.14
	*** VENDOR TOTALS ***					1 CHECKS		268.14
004079	STRAWBERRY PATCH							
I-94026	TSHIRTS VOLLEYBALL	R	5/15/2023	177.50		242753		177.50
	*** VENDOR TOTALS ***					1 CHECKS		177.50
011788	SAPLACOR							
I-INV 423-911F	EMS SUPPLIES - FD	E	5/17/2023	521.10		007173		521.10
	*** VENDOR TOTALS ***					1 CHECKS		521.10
001797	DAVID M SAVIDGE							
I-227	PLAQUES - KL	R	5/15/2023	118.19		242754		118.19
	*** VENDOR TOTALS ***					1 CHECKS		118.19
011511	CORY SCHATTSCHEIDER							
I-4/23/2023	BOOT REIMBURSEMENT	E	5/17/2023	140.00		007184		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
007586	SCHOLASTIC LIBRARY PUBLISHING							
I-48761618	MISC BOOKS - KL	R	5/15/2023	72.80		242755		
I-48851262	MISC BOOKS - KL	R	5/15/2023	72.80		242755		145.60
	*** VENDOR TOTALS ***					1 CHECKS		145.60
000425	SECRETARY OF STATE							
I-FY23 NOTARY-SB	FY23 NOTARY RENEWAL-S. BRAUN	R	5/15/2023	30.00		242756		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
008519	SHEKAR ENGINEERING, PLC							
I-PAY1-23PED RMP IMP	PAY 1-2023 PED RAMP IMP-FTN VW	R	5/15/2023	66,327.62		242757		66,327.62
	*** VENDOR TOTALS ***					1 CHECKS		66,327.62
001103	SHRED-IT							
I-8003853523	4/26/23 SHREDDING SVCS - PD	R	5/15/2023	61.53		242758		61.53
	*** VENDOR TOTALS ***					1 CHECKS		61.53
001923	LOCAL GOVERNMENT PROFESSIONAL							
I-2023-IC-0104	APRIL 2023 SUPPLEMENT	E	5/17/2023	653.00		007112		653.00
	*** VENDOR TOTALS ***					1 CHECKS		653.00
011777	SKECHERS USA INC							
I-93484712	STOCK MERCH FOR RESALE-OC	R	5/15/2023	1,041.16		242759		1,041.16
	*** VENDOR TOTALS ***					1 CHECKS		1,041.16
000990	SNYDER & ASSOCIATES INC							
I-122.1518.01-3	SURVEY SERVICES - TRFC	E	5/17/2023	1,545.80		007107		1,545.80
	*** VENDOR TOTALS ***					1 CHECKS		1,545.80
010270	EMILY SOARES							
I-4/27/2023	PE LICENSE EXAM REIMBURSEMENT	E	5/17/2023	410.95		007183		410.95
	*** VENDOR TOTALS ***					1 CHECKS		410.95
008956	SOLARWINDS INC							
I-IN599842	SOLARWINDS RENEWAL	E	5/17/2023	5,185.00		007153		5,185.00
	*** VENDOR TOTALS ***					1 CHECKS		5,185.00
000013	SOURCE ONE ENVIRONMENTAL							
I-32322	PIPE PATCHES - MU	R	5/15/2023	4,260.00		242760		4,260.00
	*** VENDOR TOTALS ***					1 CHECKS		4,260.00
006417	STERNQUIST CONSTRUCTION INC							
I-PAY16RTNG-18THEXT	PAY16RTNG-18TH EXT WGL/SPRCE	R	5/15/2023	92,563.85		242761		92,563.85

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006417	STERNQUIST CONSTRUCTION INC							
I-PAY16RTNGNW18THEXT	PAY16RTNG-18TH ST EXT WGL/SPRC	R	5/15/2023	71,045.30		242762		71,045.30
	*** VENDOR TOTALS ***					2 CHECKS		163,609.15
008350	STIVERS FORD							
I-RO 688614/1	UNIT #115 REPAIRS	R	5/15/2023	253.50		242763		253.50
	*** VENDOR TOTALS ***					1 CHECKS		253.50
005956	GARRON STRATTON							
I-04/18/2023MEAL	4/18/23 MEAL REIMBURSEMENT	E	5/17/2023	16.00		007175		16.00
	*** VENDOR TOTALS ***					1 CHECKS		16.00
011487	STRETCH LAWN CARE							
I-3026	4/15/23-4/21/23 SOUTH ZONE B	E	5/17/2023	5,923.86		007169		
I-3027	4/22/23-4/28/23 SOUTH ZONE B	E	5/17/2023	5,923.86		007169		
I-3028	04/29/23-05/05/23 SOUTH ZONE B	E	5/17/2023	5,923.86		007169		17,771.58
	*** VENDOR TOTALS ***					1 CHECKS		17,771.58
004820	SURFACE FINISHING COMPANY							
I-230219-000	LINED HOSES - STREETS	R	5/15/2023	513.48		242764		513.48
	*** VENDOR TOTALS ***					1 CHECKS		513.48
001859	SVPA ARCHITECTS INC.							
I-0038527 #1	PAY 1-ANKENY FS #4	R	5/15/2023	10,583.01		242765		
I-0038541	PAY 2 DESIGN SERVICES	R	5/15/2023	203.50		242765		10,786.51
	*** VENDOR TOTALS ***					1 CHECKS		10,786.51
011685	RONALD VANCE SWISHER							
I-05/05/23	MOVING ALLOW REIMBURSEMENT	E	5/17/2023	2,237.44		007187		2,237.44
	*** VENDOR TOTALS ***					1 CHECKS		2,237.44
005089	SYNERGY CONTRACTING LLC							
I-PAY 6-HTT WTR MN	PAY6-HTT WTR TRNSMSN MN/DRNG	E	5/17/2023	601,414.67		007132		601,414.67
	*** VENDOR TOTALS ***					1 CHECKS		601,414.67
011545	SSCW FIRE & SAFETY INC.							
I-20109	SEMI ANNUAL FIRE SUPPRSN-FD	E	5/17/2023	290.00		007170		290.00
	*** VENDOR TOTALS ***					1 CHECKS		290.00
000124	SYSCO IOWA INC							
C-339069180	CR: FOOD FOR RESALE-OC	R	5/15/2023	9.08CR		242766		
C-339072551	CR: FOOD FOR RESALE OC	R	5/15/2023	29.49CR		242766		
I-339068665	FOOD FOR RESALE - OC	R	5/15/2023	165.06		242766		
I-339073484	FOOD FOR RESALE-OC	R	5/15/2023	35.23		242766		
I-339080361	FOOD FOR RESALE - OC	R	5/15/2023	99.24		242766		260.96
	*** VENDOR TOTALS ***					1 CHECKS		260.96

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010068	T-MOBILE USA INC							
I-4/21/2023	3/21/23-4/20/23 STATEMENT	R	5/15/2023	1,022.44		242767		1,022.44
	*** VENDOR TOTALS ***					1 CHECKS		1,022.44
009917	JACOB TETER							
I-04/24/2023	4/20/23 SAFETY EQUIPMENT	E	5/17/2023	124.08		007181		124.08
	*** VENDOR TOTALS ***					1 CHECKS		124.08
011608	THE HOME DEPOT PRO							
I-739097236	SCREWS/ICEMAKER - PW	R	5/15/2023	70.25		242768		70.25
	*** VENDOR TOTALS ***					1 CHECKS		70.25
010127	TK ELEVATOR CORPORATION							
I-1000516251	5/1-7/31/23 ELEVATOR SVC - PD	E	5/17/2023	482.76		007163		
I-7000032028	ELEVATOR REPAIR - PD	E	5/17/2023	81.25		007163		
I-7000032336	ELEVATOR REPAIR - PD	E	5/17/2023	325.00		007163		889.01
	*** VENDOR TOTALS ***					1 CHECKS		889.01
010028	TIFOSI OPTICS INC							
I-PSI0219599	STOCK MERCH FOR RESALE-OC	R	5/15/2023	455.50		242769		455.50
	*** VENDOR TOTALS ***					1 CHECKS		455.50
004907	TK CONCRETE INC							
I-PAY 1-23PCCST PTCH	PAY 1-2023 PCC ST PATCHING PRG	R	5/15/2023	174,548.25		242770		174,548.25
	*** VENDOR TOTALS ***					1 CHECKS		174,548.25
003194	TNT LANDSCAPING & NURSERY							
I-77576	LANDSCAPING-CFAC	R	5/15/2023	2,545.00		242771		
I-77606	LANDSCAPING - CH	R	5/15/2023	550.00		242771		
I-77866	LANDSCAPING-PSB TREES	R	5/15/2023	2,100.00		242771		
I-77867	LANDSCAPING-PRAC TREES	R	5/15/2023	2,220.00		242771		7,415.00
	*** VENDOR TOTALS ***					1 CHECKS		7,415.00
008592	TONY MORO POWDER COAT & BLASTI							
I-9710 A	BRACKET-POWDER COATING	R	5/15/2023	2,800.00		242772		
I-9710 B	BRACKET - POWDER COATING	R	5/15/2023	902.10		242772		3,702.10
	*** VENDOR TOTALS ***					1 CHECKS		3,702.10
009541	MIKLANNET TENNAL							
I-04/2023 CLASSES	APRIL 2023 CLASSES	E	5/17/2023	1,715.20		007179		1,715.20
	*** VENDOR TOTALS ***					1 CHECKS		1,715.20
004159	TOYNE INC							
I-IN0016016	#120 AUTO CHARGER	R	5/15/2023	1,161.73		242773		
I-IN0016084	WINDOW REGULATOR - FD	R	5/15/2023	80.78		242773		
I-IN0016092	ELECTRIC WATER VALVE - FD	R	5/15/2023	569.54		242773		1,812.05
	*** VENDOR TOTALS ***					1 CHECKS		1,812.05

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006765	TRAFFIC CONTROL CORPORATION							
I-142965	WIRELESS COMM EQPMNT-TRFC	E	5/17/2023	5,000.00		007144		5,000.00
	*** VENDOR TOTALS ***					1 CHECKS		5,000.00
000465	TREASURER STATE OF IOWA							
I-05/05/2023	MONTHLY SALES & EXCISE TAX	D	5/05/2023	109,533.04		002214		109,533.04
	*** VENDOR TOTALS ***					1 CHECKS		109,533.04
007224	TREERING WORKFORCE SOLUTIONS I							
I-MSP-9326	FY23 ANNUAL SOFTWARE SUPPORT	R	5/15/2023	4,267.50		242774		4,267.50
	*** VENDOR TOTALS ***					1 CHECKS		4,267.50
005479	TREMCO WEATHERPROOFING							
I-97079267	ROOF REPAIR-CH	E	5/17/2023	1,219.64		007137		1,219.64
	*** VENDOR TOTALS ***					1 CHECKS		1,219.64
011455	TRIVISTA COMPANIES INC							
I-XA100000474:01	STOCK PARTS - CG	R	5/15/2023	317.05		242775		317.05
	*** VENDOR TOTALS ***					1 CHECKS		317.05
000468	TRUCK EQUIPMENT INC							
I-311006	SWEEPER PARTS - SW	E	5/17/2023	340.44		007102		340.44
	*** VENDOR TOTALS ***					1 CHECKS		340.44
007454	TUBE PRO INC							
I-00057384	FY23 TUBE PRO	R	5/15/2023	1,483.00		242776		1,483.00
	*** VENDOR TOTALS ***					1 CHECKS		1,483.00
009428	UMB BANK NA							
I-0185403367	05/2023 2014G GO REF CLN-P&I	D	5/15/2023	1,752,418.75		002215		
I-0185405685	05/2023 2015A GO BONDS-P&I	D	5/15/2023	779,821.87		002215		
I-0185405693	05/2023 2015B GO ANN APP UR BONDS-P&I	D	5/15/2023	280,250.00		002215		
I-0185408440	05/2023 2016A GO REFUNDING BONDS-P&I	D	5/15/2023	1,303,287.50		002215		
I-0185409216	05/2023 2016B GO BONDS-P&I	D	5/15/2023	905,800.00		002215		
I-0185413564	05/2023 2017A GO BONDS-P&I	D	5/15/2023	1,093,415.62		002215		
I-0185413572	05/2023 2017B WATER REVENUE BONDS-P&I	D	5/15/2023	146,334.37		002215		
I-0185417599	05/2023 2018A GO BONDS-P&I	D	5/15/2023	1,607,475.00		002215		
I-0185417607	05/2023 2018B WATER REVENUE BONDS-P&I	D	5/15/2023	437,865.62		002215		
I-I045	05/2023 2019A GO BONDS-P&I	D	5/15/2023	1,957,700.00		002215		
I-I046	05/2023 2019B WATER REVENUE BONDS-P&I	D	5/15/2023	367,850.00		002215		
I-I1237	05/2023 2022A GO BONDS-P&I	D	5/15/2023	5,677,212.49		002215		
I-I441	05/2023 2020A GO BONDS-P&I	D	5/15/2023	1,944,100.00		002215		
I-I446	05/2023 2020B WATER REVENUE BONDS-P&I	D	5/15/2023	239,012.49		002215		
I-I880	05/2023 2021A GO BONDS-P&I	D	5/15/2023	4,455,975.00		002215	22,948,518.71	
	*** VENDOR TOTALS ***					1 CHECKS		22,948,518.71

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002394	THE UNDERGROUND COMPANY LTD							
I-3009	GRADING	R	5/15/2023	4,400.00		242777		4,400.00
	*** VENDOR TOTALS ***					1 CHECKS		4,400.00
011803	UNITED STATES TREASURY							
I-TAX941/201212A	LEVY PROCEEDS-EIN 47-1248600	R	5/15/2023	7,360.84		242778		
I-TAX941/PE201209	LEVY PROCEEDS-EIN 47-1248600	R	5/15/2023	18,840.72		242778		26,201.56
	*** VENDOR TOTALS ***					1 CHECKS		26,201.56
005813	EXECUTIVE SERVICES INC							
I-79650	BUSINESS CARDS-J. MCDONOUGH	E	5/17/2023	73.34		007140		73.34
	*** VENDOR TOTALS ***					1 CHECKS		73.34
002135	UPHDM OCCUPATIONAL MEDICINE							
I-174745	MAR/APR 2023 SERVICES	R	5/15/2023	7,251.00		242779		7,251.00
	*** VENDOR TOTALS ***					1 CHECKS		7,251.00
006789	HD SUPPLY FACILITIES MAINTENAN							
I-325542	OUT OF SERVICE MARKER - MU	E	5/17/2023	148.12		007145		
I-328759	MAINTENANCE KIT - MU	E	5/17/2023	592.00		007145		740.12
	*** VENDOR TOTALS ***					1 CHECKS		740.12
003131	VANDERPOOL CONSTRUCTION INC							
I-ANK 1509 SW DSM	HYDRANT REPAIR 4-16-2023	R	5/15/2023	2,550.00		242780		2,550.00
	*** VENDOR TOTALS ***					1 CHECKS		2,550.00
005012	VAN-WALL EQUIPMENT INC							
I-5863103	VALVE STEM/TRF MSTR-PRSC	E	5/17/2023	156.00		007131		
I-5864441	SWIVEL - PRSC	E	5/17/2023	83.08		007131		239.08
	*** VENDOR TOTALS ***					1 CHECKS		239.08
003376	WASHER SYSTEMS OF IOWA, INC							
I-164771	POOL CLEANING EQUIP RENTAL	R	5/15/2023	130.00		242781		130.00
	*** VENDOR TOTALS ***					1 CHECKS		130.00
002569	WASTE CONNECTIONS INC							
I-3481618T071	04/2023 WASTE SERVICES-PRSC	R	5/15/2023	399.79		242782		
I-3496932T071	05/2023 WASTE SVCS -CH	R	5/15/2023	65.34		242782		
I-3496937T071	05/2023 WASTE SVCS- KL	R	5/15/2023	102.58		242782		567.71
	*** VENDOR TOTALS ***					1 CHECKS		567.71
005121	TODD R WESTBERG							
I-04/2023 EQUIP	4/23 SAFETY EQUIPMENT RMBSMNT	E	5/17/2023	372.26		007174		372.26
	*** VENDOR TOTALS ***					1 CHECKS		372.26

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 5/04/2023 THRU 5/17/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011799	WHITE CAP, LP							
I-50021496335	50LB PAIL SPEED/CONCRETE PATCH	R	5/15/2023	170.44		242783		
I-50021739713	50LB PAIL SPEED ROCK WR-PKS	R	5/15/2023	170.44		242783		340.88
*** VENDOR TOTALS ***						1 CHECKS		340.88
002783	ZIEGLER INC							
I-IN000962351	#255 HOSES	E	5/17/2023	1,374.23		007121		
I-IN000964406	UNIT #255 HOSE	E	5/17/2023	271.84		007121		1,646.07
*** VENDOR TOTALS ***						1 CHECKS		1,646.07
008820	SIOUXLAND TURF PRODUCTS INC							
I-178223	SUMMER FESCUE -PRSC	E	5/17/2023	825.00		007151		
I-178431	HEALTHY GRO/FOLIAR PAK-OCM	E	5/17/2023	380.00		007151		
I-178509	GREENS ACTIVATOR-PRSC	E	5/17/2023	2,500.00		007151		3,705.00
*** VENDOR TOTALS ***						1 CHECKS		3,705.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	171	3,058,235.94	0.00	3,058,235.94
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	23,205,496.00	0.00	23,205,496.00
EFT:	96	1,139,310.17	0.00	1,139,310.17
NON CHECKS:	1	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: APGWB TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		271	27,403,042.11	0.00	27,403,042.11
BANK: APGWB	TOTALS:	271	27,403,042.11	0.00	27,403,042.11
REPORT TOTALS:		271	27,403,042.11	0.00	27,403,042.11

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny

VENDOR: ALL

BANK CODES: Include: APGWB

FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 5/04/2023 THRU 5/17/2023

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All

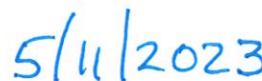
CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
MAY 15, 2023

Fund		PAYMENTS
100	General Fund	\$ 265,239.37
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	-
240	Parks Improvements	-
250	Police Gift Fund	36.17
260	Road Use Tax Fund	120,882.58
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	5,461.50
300	Debt Service Fund	21,757,456.23
430	Library Foundation Fund	1,027.83
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	106,165.79
520	Water Improvement Fund	-
530	Water Sinking Fund	1,338,506.73
550	Sewer Fund	568,804.13
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	9,619.29
590	Golf Course Fund	31,514.35
600-699	Enterprise Project Funds	807,181.65
710	Revolving Fund	45,555.37
720	Risk Management Fund	83,012.51
730	Health Insurance Fund	-
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	-
895-998	Capital Projects Funds	2,326,261.81
	Sub Total	\$ 27,466,725.31
	Payroll Totals	1,310,805.62
	Service Transfers/ACH Drafts	(197,510.55)
	Agenda Payments Approved Separately	(3,013,360.01)
	Grand Total	<u>\$ 25,566,660.37</u>

Honorable Mayor & City Council:

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


City Manager


Date



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of three (3) truck chassis for Public Works Department single axle snow plow trucks (replace existing trucks #224 and #269; add new truck #219).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

The purchase of three (3) single axle snow plow trucks is included in the approved FY 2024 budget.

CITY MANAGER'S RECOMMENDATIONS:

Adopt **RESOLUTION** authorizing the purchase of three (3) chassis for the single axle snow plow trucks as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) CHASSIS FOR PUBLIC WORKS DEPARTMENT SINGLE AXLE SNOW PLOW TRUCKS

WHEREAS, the City of Ankeny desires to purchase three (3) truck chassis which will be used for a new single axle snow plow truck to replace existing truck #224; a new single axle snow plow truck to replace existing truck #269, and a new single axle snow plow truck to add a new truck (#219) to the fleet for the Public Works Department, and;

WHEREAS, the City of Ankeny is a member of Sourcewell, member #67120, the (Contract #060920-NVS) price for the purchase of three (3) truck chassis with O'Halloran International, is \$370,983.00 (\$123,661.00 per chassis), and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the proposal from O'Halloran International, in the amount of \$370,983.00 is hereby accepted.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order from FY 2024 funds to facilitate the purchase of said three (3) truck chassis.

DATED at Ankeny, Iowa, this 15th day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to reset public hearing on an Amendment of Current City Budget for Fiscal Year July 1, 2022 - June 30, 2023 and direct City Clerk to publish notice of such hearing (date of hrg: 06/05/23 @ 5:30 p.m.).

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

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

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

CITY MANAGER'S RECOMMENDATIONS:

Recommend resetting a public hearing on the proposed amendment of current city budget for fiscal year July 1, 2022 - June 30, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The City Council took action on May 1, 2023 to set the public hearing on the proposed amendment of current budget for fiscal year July 1, 2022 - June 30, 2023 for May 15, 2023 at 5:30 p.m. Due to an error by the Des Moines Register the notice of public hearing was not published as required on May 5, 2023. Because of this error the public hearing needs to be reset for June 5, 2023 at 5:30 p.m.

PUBLIC OUTREACH EFFORTS:

Notice of public hearing will be published in the Des Moines Register on May 19, 2023.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Notice of Public Hearing
 Budget Amendment Detail

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of ANKENY
Fiscal Year July 1, 2022 - June 30, 2023

The City of ANKENY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

Meeting Date/Time: 6/5/2023 05:30 PM

Contact: Jennifer Sease

Phone: (515) 965-6400

Meeting Location: Ankeny Kirkendall Public Library - Council Chambers

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

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

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

FY 2023 Budget Amendment Detail

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

FY 2023 Budget Amendment Detail

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



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certified Lists

May 15, 2023

To: The Honorable Mark Holm, Mayor, and City Council Members

From: Civil Service Commission

At the May 8, 2023, meeting of the Civil Service Commission, the following applicants were certified eligible for appointment, subject to passing all other requirements.

Utilities Supervisor Water – Municipal Utilities Department:

RANK	LAST NAME	FIRST NAME
1	Fish	Andrew
2	Bash	Bob

Utilities Supervisor Wastewater – Municipal Utilities Department:

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

Fleet Technician – Public Works Department:

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

The following employee was certified as eligible for promotion, subject to passing all other requirements.

Division Chief of Training and Safety – Fire Department:

RANK	LAST NAME	FIRST NAME
1	VanderLeest	Adam

Respectfully submitted,

Dawn Gean

Dawn Gean, Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of a traffic signal at the intersection of SE Delaware Avenue and the private drive approximately 700' north of SE 54th Street.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, CONTRACTS, AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF SE DELAWARE AVENUE AND THE PRIVATE DRIVE APPROXIMATELY 700' NORTH OF SE 54TH STREET

WHEREAS, the plans and specifications for the construction of a traffic signal at the intersection of SE Delaware Avenue and the private drive approximately 700' north of SE 54th Street in Delaware Landing Plat 1 have been submitted and approved by the City Engineer;

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;

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

1. That the plans and specifications, contracts, and performance and maintenance bonds are hereby approved; and
2. That permission is hereby granted to 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 15th day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a public storm water management facility maintenance covenant and permanent easement agreement located on the property at 1302 N Ankeny Boulevard, and associated with the development of the Northview Stadium Phase 3 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
 Easement Document
 Easement Plat

RESOLUTION

RESOLUTION ACCEPTING A PUBLIC STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT LOCATED ON THE PROPERTY AT 1302 N ANKENY BOULEVARD, AND ASSOCIATED WITH THE DEVELOPMENT OF THE NORTHVIEW STADIUM PHASE 3 SITE PLAN

WHEREAS, the Plan and Zoning Commission approved a site plan for 1302 N Ankeny Boulevard, Northview Stadium Phase 3 Site Plan, subject to City Council approval of the Public Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement on February 21, 2023; and

WHEREAS, a Public Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on the property at 1302 N Ankeny Boulevard, and associated with the development of the Northview Stadium Phase 3 Site Plan, as shown on the attached Easement Plat, has been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Public Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on the property at 1302 N Ankeny Boulevard, and associated with the development of the Northview Stadium Phase 3 Site Plan is hereby accepted.

PASSED AND APPROVED this 15th day of May, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Prepared by: Jeffrey G. Baxter, Dickinson Law Firm, 699 Walnut Street, Ste. 1600, Des Moines, IA 50309 (515) 246-4506

**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 **ANKENY COMMUNITY SCHOOL DISTRICT** (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:

The South 1,570 feet of the West 1,110 feet of the East 1,170 feet of the Northeast Quarter (NE ¼) of Section 14, Township 80 North, Range 24 West of the 5th P.M, City of Ankeny, Polk County, Iowa.

AND

A part of the NE ¼ of Section 14, Township 80 North, Range 24 West of the 5th P.M. in the City of Ankeny, Polk County, Iowa described as follows:

Commencing at the NE corner of said Section 14, thence S00°04'46"E along the East line of said Section 14, 1,072.96 feet; thence N89°54'22"W, 660.00 feet to the Point of Beginning; thence continuing N89°54'22"W 510.00 feet; thence S00°04'46"E, 1,220.00 feet; thence S89°54'14"W, 100.00 feet; thence N00°04'46"W, 1,584.51 feet; thence S89°58'44"E, 550.00 feet; thence N00°04'46"W, 130.00 feet; thence S89°58'44"E, 60.00 feet; thence S00°04'46"E, 495.00 feet to the Point of Beginning.

(hereinafter referred to as the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City of Ankeny, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a Storm Water Management Facility upon, over, under, through and across the following described property:

See Exhibit B (hereinafter referred to as the "Easement Area").

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of Ankeny, Iowa.
3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Municipal Code of the City of Ankeny, Iowa. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City of Ankeny, Iowa, the owner of the Benefited Property shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property ("Owner")) of any amount required for said obligations. The Owner, and all future owners of the Benefitted Property, hereby consents and agrees to the covenants and obligations of this Agreement and by virtue of their ownership of a portion of the Benefited Property.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards and specifications established in the Municipal Code of the City of Ankeny, Iowa. If there is a discrepancy between the requirements in the City's Municipal Code and this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, this Agreement shall supersede. Grantor's obligations under this Agreement may not and shall not be transferred to the Owners until the City provides written consent to Grantor acknowledging that construction of the Storm Water Management Facility has been completed.
5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owners are designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that the Owner of the Benefited Property is hereby designated and authorized by Grantor and all successors and assigns to 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. The 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 any property owner do anything in conflict with paragraphs 13 through 18 herein, the Owners shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.
8. The 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 Owner. The deficiencies or defects shall be corrected by the Owner within thirty (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 Owner within 30 days of receiving notice from the City. In the event the deficiency cannot be completed within 30 days of notice, the Owner 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 Benefitted Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on all Benefitted Property established by the Grantor as set forth in paragraph 11, below. Grantor, on behalf of itself and all successors and assigns of the Benefitted 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 to the Owner of the Benefitted Property. The assessments to the Benefitted Property shall be immediately due and payable to the City pursuant to the terms of the Agreement and Waiver (see Exhibit A, attached hereto and made a part hereof).

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of Ankeny.

12. Grantor hereby reserves for itself and all future Owner(s), and grants to 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 Benefitted Property to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent Owners of the Benefitted Property shall perform the maintenance obligations set forth below in items (a) and (b). The Owner shall perform all maintenance obligations set forth below in items (c) through (i). 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 Owner, 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, transferees, grantees, successors and assigns.

Grantor does hereby covenant with the City that Grantor holds the Property 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.

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.

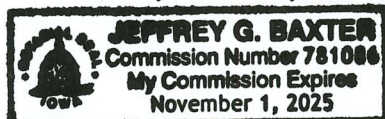
Signed this 5th day of May, 2023.

Grantor: ANKENY COMMUNITY SCHOOL DISTRICT

By: *Ryan Weldon*
Name: Ryan Weldon
Title: Board President

STATE OF IOWA, COUNTY OF Polk, ss:

On this 5th day of May, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Grantor, to me personally known, who being by me duly sworn, did say that he is Title Grantor, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the Ankeny Community School District, by it and by him voluntarily executed.



[Signature]
Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____, passed on the _____ day of _____, _____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, _____.

City Clerk of the City of Ankeny, Iowa

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 ANKENY COMMUNITY SCHOOL DISTRICT, 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:

See Exhibit B (hereinafter referred to as the "Easement Area")

and applies to the property described as:

The South 1,570 feet of the West 1,110 feet of the East 1,170 feet of the Northeast Quarter (NE ¼) of Section 14, Township 80 North, Range 24 West of the 5th P.M, City of Ankeny, Polk County, Iowa.

AND

A part of the NE ¼ of Section 14, Township 80 North, Range 24 West of the 5th P.M. in the City of Ankeny, Polk County, Iowa described as follows:

Commencing at the NE corner of said Section 14, thence S00°04'46"E along the East line of said Section 14, 1,072.96 feet; thence N89°54'22"W, 660.00 feet to the Point of Beginning; thence continuing N89°54'22"W 510.00 feet; thence S00°04'46"E, 1,220.00 feet; thence S89°54'14"W, 100.00 feet; thence N00°04'46"W, 1,584.51 feet; thence S89°58'44"E, 550.00 feet; thence N00°04'46"W, 130.00 feet; thence S89°58'44"E, 60.00 feet; thence S00°04'46"E, 495.00 feet to the Point of Beginning.

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.

2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.
3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:
 - A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and
 - B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and
 - C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
 - D. Any right to defer or postpone the payment for any such action.
4. It is further agreed that:
 - A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
 - B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.
 - C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the City's engineering staff and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.
8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.

9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

PROPERTY OWNER NAME: ANKENY COMMUNITY SCHOOL DISTRICT

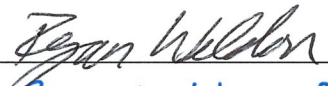
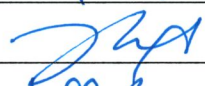
By 
Name Ryan Weldon, Board President
Date May 5, 2023
Witness 
Name Jeff Baxter

EXHIBIT 'B' - EASEMENT PLAT

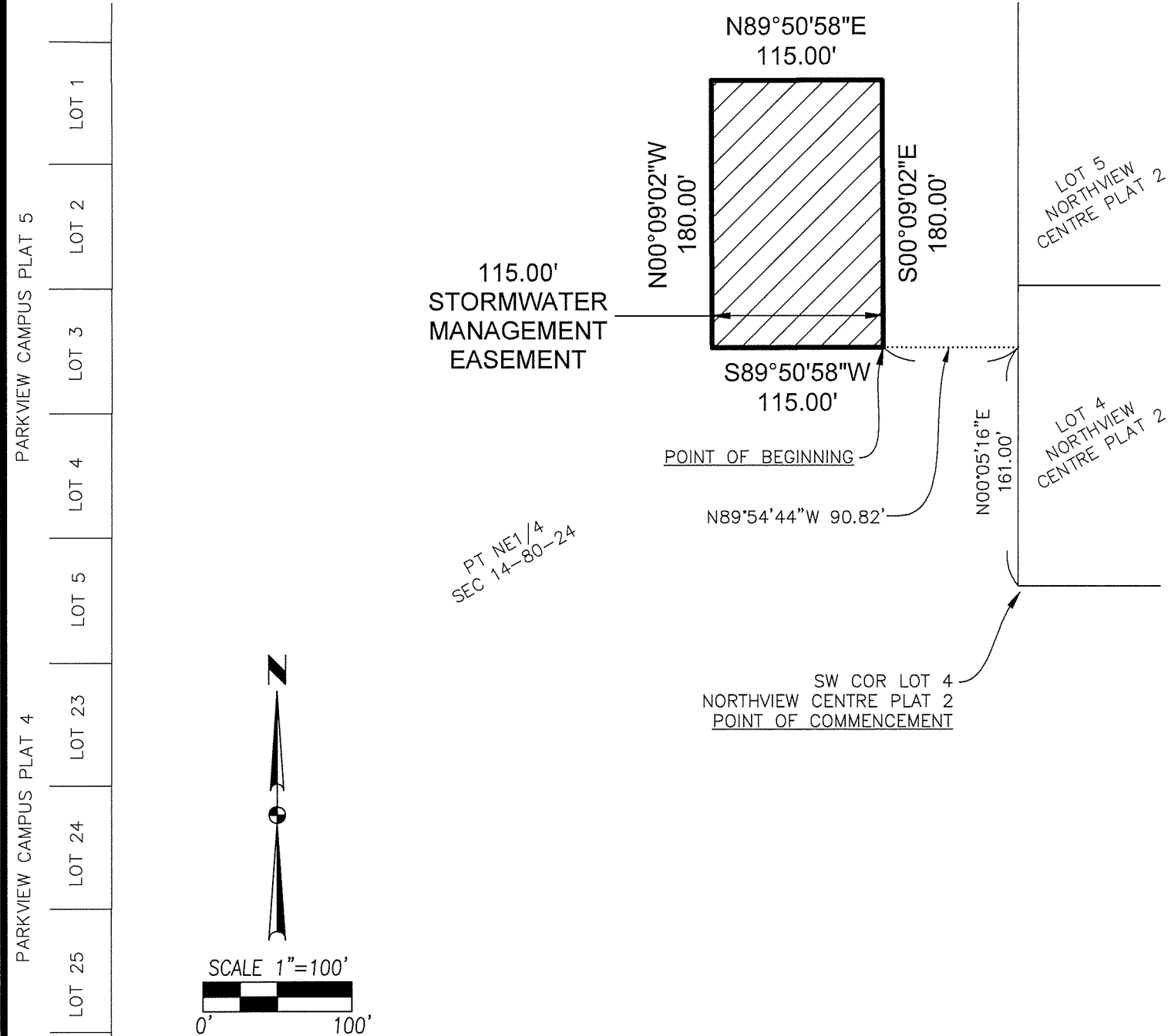
OWNER

ANKENY COMM SCHOOL DIST
306 SW SCHOOL ST
ANKENY, IA 50023-3033

STORMWATER MANAGEMENT EASEMENT DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, NORTHVIEW CENTRE PLAT 2, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 00°05'16" EAST ALONG THE WEST LINE OF SAID NORTHVIEW CENTRE PLAT 2, A DISTANCE OF 161.00 FEET; THENCE NORTH 89°54'44" WEST, 90.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°50'58" WEST, 115.00 FEET; THENCE NORTH 00°09'02" WEST, 180.00 FEET; THENCE NORTH 89°50'58" EAST, 115.00 FEET; THENCE SOUTH 00°09'02" EAST, 180.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.48 ACRES (20,700 SQUARE FEET).



FILE: H:\2019\1907345\DWG\1907345-STORMWATER MANAGEMENT EASEMENT.DWG
FILE DATE: 2/9/23 DATE PLOTTED: 5/3/2023 1:13 PM
PLOTTED BY: NICOLE NEAL:

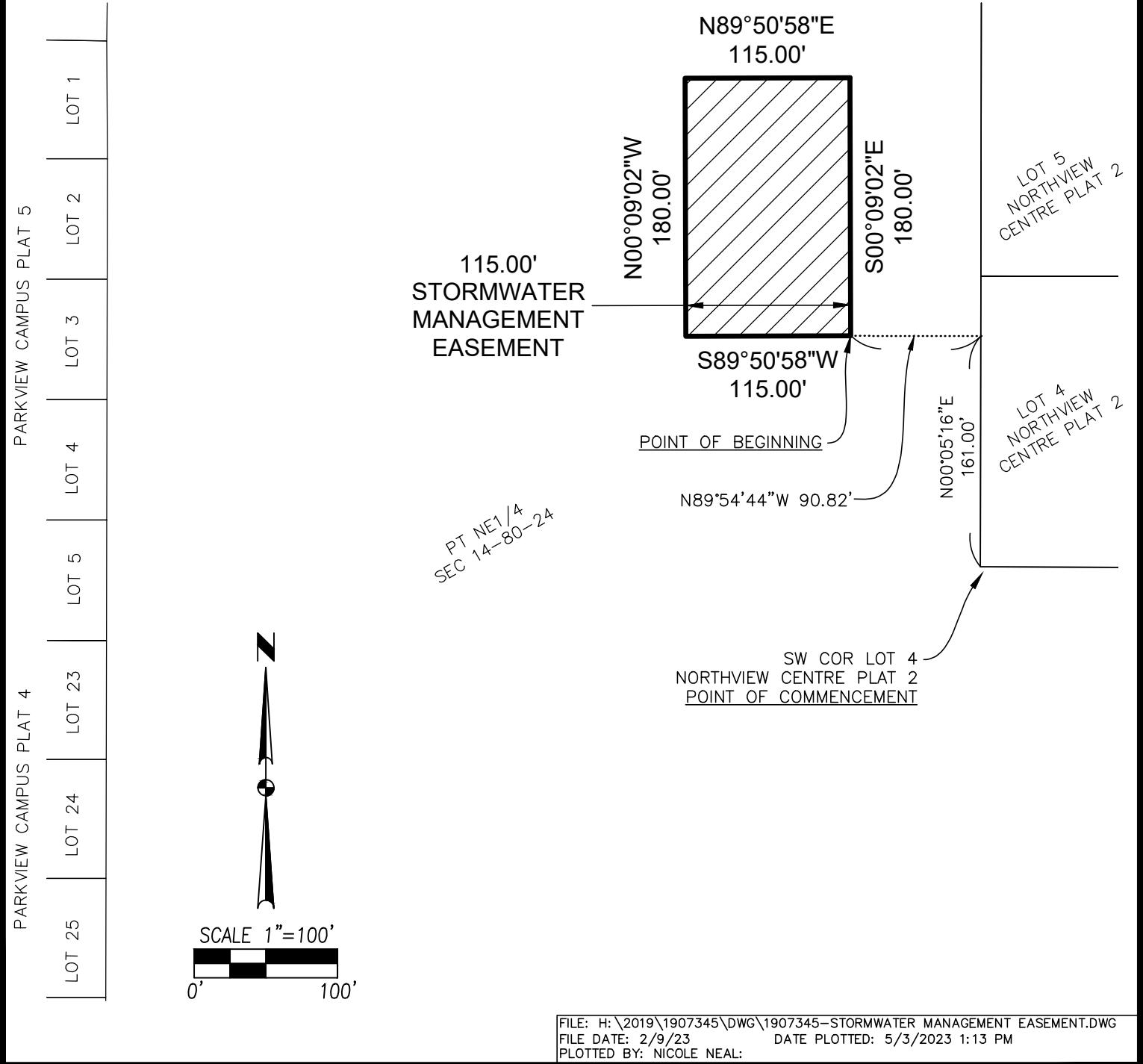
EXHIBIT 'B' - EASEMENT PLAT

OWNER
ANKENY COMM SCHOOL DIST
306 SW SCHOOL ST
ANKENY, IA 50023-3033

STORMWATER MANAGEMENT EASEMENT DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, NORTHVIEW CENTRE PLAT 2, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 00°05'16" EAST ALONG THE WEST LINE OF SAID NORTHVIEW CENTRE PLAT 2, A DISTANCE OF 161.00 FEET; THENCE NORTH 89°54'44" WEST, 90.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°50'58" WEST, 115.00 FEET; THENCE NORTH 00°09'02" WEST, 180.00 FEET; THENCE NORTH 89°50'58" EAST, 115.00 FEET; THENCE SOUTH 00°09'02" EAST, 180.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.48 ACRES (20,700 SQUARE FEET).





ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider a request to vacate a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres (+/-) (date of hrg: 06/05/23 @ 5:30 p.m.).

EXECUTIVE SUMMARY:

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

FISCAL IMPACT: **Yes**

Convert nontaxable right-of-way into taxable property.

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice
 Vacation Plat
 Letter of Request

RESOLUTION 2023-

**A RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE
CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER A REQUEST
TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY DESCRIBED AS LOT B,
CROSSWINDS BUSINESS PARK PLAT 1, CONTAINING 1.90 ACRES (+/-)**

WHEREAS, a request has been submitted for the City Council of the City of Ankeny, Iowa, to consider vacating a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres (+/-), and being legally described as follows:

SEE ATTACHED RIGHT-OF-WAY VACATION PLAT

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

WHEREAS, the Code of Iowa provides that public right-of-way may be vacated only after notice and hearing as provided by law.

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

1. That a public hearing shall be held at 5:30 P.M. on the 5th day of June, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a request to vacate a portion of public right-of-way, located in Lot B, Crosswinds Business Park Plat 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.

DATED at Ankeny, Iowa this 15th day of May, 2023.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE
CITY OF ANKENY, IOWA, TO CONSIDER A REQUEST TO VACATE A PORTION OF
PUBLIC RIGHT-OF-WAY, LOCATED IN LOT B, CROSSWINDS BUSINESS PARK PLAT 1,
CONTAINING 1.90 ACRES (+/-)**

TO: ALL CITIZENS AND ALL PARTIES IN INTEREST, WHO, UNDER THE PROVISIONS OF SECTION 364.7, CODE OF IOWA, MAY BE ENTITLED TO NOTICE OF ANY PROPOSED RESOLUTION FOR THE VACATION OF PUBLIC RIGHT-OF-WAY WITHIN THE CITY OF ANKENY, IOWA.

NOTICE IS HEREBY GIVEN that on the 5th day of June, 2023, at 5:30 P.M., in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, a public hearing will be held by said City Council in connection with the proposed Resolution for the vacation of certain right-of-way located in Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres (+/-) in the City of Ankeny, Polk County, Iowa, lying over, under, across, and through those parts, legally described as on file in the City Clerk's office.

Said Resolution further proposes that said right-of-way be vacated by the City and conveyed to Legacy Cutler, LLC, Legacy Reichardt, LLC, Legacy Housby, LLC. Said conveyance will be made by Quit Claim Deed, and without payment of consideration.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the proposed vacation of the right-of-way, as described above, will be heard before the City Council of the City of Ankeny, Iowa, at the time and place aforesaid, and that at such time and place all parties in interest and citizens shall have an opportunity to be heard.

DATED this 15th day of May, 2023.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Published in the Des Moines Register on the **XX** day of May, 2023.

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

RIGHT-OF-WAY VACATION PLAT

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

ACQUISITION PLAT
(BOOK 19104, PAGE 361)

LOT 1
CROSSWINDS PLAT 3

NE Corner Outlot "X"

S88°50'18"E 54.07'
30.04' M

C5
C2
C3
C4

Street Lot B
Crosswinds Business
Park Plat 1

Existing 84' R.O.W.

30.00'

54.00'

PT. OUTLOT "X"
CROSSWINDS BUSINESS
PARK PLAT 1

OUTLOT "Y"
CROSSWINDS BUSINESS
PARK PLAT 1

N7°52'54"W 1298.41' M&P
S7°52'54"E 1353.47'

N7°52'54"W 1220.48' M&P

SE CROSSWINDS DRIVE



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

Found 1/2" Rebar W/YPC #16747

N41°53'48"E 42.82' M&P

S89°52'08"W 850.42' M&P

SE Corner Outlot "X"
Point Of Beginning

Found 1/2" Rebar
W/YPC #16747

N46°42'19"W 63.77' M

N46°42'02"W 63.77' P

S88°29'03"W 165.98' M&P

SE 77TH STREET

OUTLOT "V"
CROSSWINDS BUSINESS
PARK PLAT 1

RIGHT-OF-WAY VACATION DESCRIPTION

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

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

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LINE TABLE

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

CURVE TABLE

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



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

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

License Number 19710

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:

Sheet 1 of 1

AREA ABOVE RESERVED FOR RECORDER

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
egriffin@snyder-associates.com

SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.

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

REQUESTED BY:
LEGACY CUTLER, LLC, LEGACY HOUSBY, LLC &
LEGACY REICHARDT, LLC

OWNER

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

AREA SUMMARY

GROSS AREA: 1.90 ACRES (82,593 SF)

DATE OF SURVEY

04/10/2023

BASIS OF BEARING

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

LEGEND

FEATURES

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

FOUND

▲
●
H
○CP
P
M
R
D
C
MPE

SET

△
○
□
■

PT. STREET LOT B, CROSSWINDS BUSINESS PARK PLAT 1

RIGHT-OF-WAY VACATION PLAT

ANKENY, IA

SNYDER & ASSOCIATES, INC.



Project No: 123.0504.01

Sheet 1 of 1

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

Sheet 1 of 1



April 14, 2023

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

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

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

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

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

Submittal Materials are as follows:

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

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

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Brent K. Culp

Enclosure

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



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

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

EXECUTIVE SUMMARY:

The purpose of the project is to reconstruct South Ankeny Boulevard from approximately 300 feet south of SE Peterson Drive to 1st Street. Existing South Ankeny Boulevard in this area is an urban four-lane undivided U.S. Highway. The project proposes to reconstruct South Ankeny Boulevard into a new urban four-lane divided boulevard highway with raised medians along with auxiliary turn lanes at the major intersections. The proposed improvements will improve traffic mobility and safety along the corridor.

In order to facilitate the development of the project, the Iowa DOT has submitted a Predesign Agreement For Primary Road Project which contemplates the Iowa DOT's and City's responsibilities on the project. It is recommended that the City Council approve the agreement at this time, so the project schedule can be maintained. Currently, the project's design phase is scheduled for 2023 and 2024, right-of-way acquisition in 2025 and construction beginning in 2026.

FISCAL IMPACT: No

This project is included in the City of Ankeny's 2023-2027 Capital Improvement Program for design in 2023 and 2024, right-of-way acquisition 2025 and construction beginning in 2026.

CITY MANAGER'S RECOMMENDATIONS:

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

1. Consider motion to authorize the execution of a Predesign Agreement For Primary Road Project between the Iowa Department of Transportation and the City of Ankeny, Iowa for the proposed South Ankeny Boulevard Improvements Project - SE Peterson Drive to 1st Street.
-

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Predesign Agreement

RESOLUTION xxxxx

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PREDESIGN
AGREEMENT FOR PRIMARY HIGHWAY IMPROVEMENT PROJECT BETWEEN
THE IOWA DEPARTMENT OF TRANSPORTATION (DOT) AND THE CITY OF
ANKENY, IOWA FOR THE SHARING OF PROJECT COSTS FOR THE PROPOSED
SOUTH ANKENY BOULEVARD IMPROVEMENTS PROJECT – SE PETERSON
DRIVE TO 1ST STREET**

WHEREAS, the City of Ankeny is beginning the design of the proposed South Ankeny Boulevard Improvements Project – SE Peterson Drive to 1st Street. In order to facilitate further development of the project, the Iowa Department of Transportation (DOT) submitted a Predesign Agreement for Primary Highway Improvement Project which contemplates the City's and Iowa DOT's responsibilities on the project, and

WHEREAS, City deems it to be in the best interest of the residents of the City to enter into a Predesign Agreement for Primary Highway Improvement Project with the Iowa DOT for contemplating the City's and Iowa DOT's responsibilities for said South Ankeny Boulevard Improvements Project – SE Peterson Drive to 1st Street; and

WHEREAS, said South Ankeny Boulevard Improvements Project – SE Peterson Drive to 1st Street is scheduled to be designed in 2023 and 2024, Right-of-way acquired in 2025 and construction beginning in 2026, pending approval of said agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the Mayor and City Clerk should be and they are hereby authorized and empowered to execute the said Predesign Agreement for Primary Highway Improvement Project with the Iowa Department of Transportation.

DATED at the City of Ankeny, Iowa, this 15th day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
Predesign Agreement
For Primary Road Project**

County	Polk
City	Ankeny
Project No.	NHSX-069-4(136)--3H-77
Iowa DOT	
Agreement No.	2023-P-056
Staff Action No.	

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Ankeny, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to U.S. 69 within Polk County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will be responsible for providing an existing mainline survey centerline, all Right of Way (ROW) tasks, including survey of existing property lines, preparation of acquisition plats, appraisals, negotiation and purchasing of acquired property (in accordance with section 4e of this document), review and submittal to Federal Highway Administration (FHWA) of National Environmental Policy Act (NEPA) documents (if required), project letting, administration of the contract and construction management of the following described project in accordance with the project plans and DOT standard specifications:

Portland Cement Concrete reconstruction on U.S. 69 (South Ankeny Boulevard) from Southeast Peterson Drive to 1st Street.

- b. The LPA will be responsible for the traffic study; environmental, cultural and historic studies and NEPA document preparation; preparing the project concept; topographic surveys; and will assist with utility coordination; geotechnical studies and design, preliminary and final roadway and storm sewer design; and preparation and submission of Traffic Safety Improvements Program (TSIP) and Urban-State Traffic Engineering (U-STEP) applications.

2. Funding Sources

- a. The current cost estimate for this project is \$ 7,989,000
- b. The following funding sources are currently identified for the project:

Source	Amount	Agreement No.
DOT 3R	\$ 1,500,000	
DOT U_STEP	400,000	
DOT HSIPX	4,000,000	
DOT TSIP	500,000	
DOT NR	631,000	
LPA U_STEP	327,300	
LPA	631,000	
TOTAL	\$ 7,989,300	

- c. The LPA and the DOT will submit a joint application for TSIP funding.
- d. The LPA will submit an application for U-STEP funding (linear improvements).

3. Traffic Control

- a. U.S. 69 through-traffic will be maintained during the construction.
- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

- a. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT will be responsible for the coordination of utility facility adjustments for the primary road

project.

- c. The LPA agrees to relocate all LPA-owned utilities, with the exception of storm sewer, necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections, no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.
- e. The LPA shall be responsible for providing, without cost to the DOT, any right of way for the project which involves dedicated streets or alleys, and any other LPA-owned lands which are required for the project, subject to the condition that the DOT shall reimburse the LPA for the value of LPA-owned improvements situated on such other LPA-owned lands. The LPA has apprised itself of the value of these lands, and as a portion of their participation in the project, voluntarily agrees to make such lands available without further compensation. The DOT shall be responsible for acquisition of all other right of way, including design, appraisal, acquisition, title and closing, and condemnation.
- f. In connection with this project any real estate and rights to real estate necessary for right of way at the connection of any public road and a primary highway project, any access road or frontage road, or any permanent utility easements which are or which will be under the jurisdiction of the LPA may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract the LPA will receive title from the contract seller and the LPA will accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding will be instituted by the DOT to acquire real estate or rights in real estate needed by the LPA for the LPA and to acquire real estate or rights in real estate needed by the DOT for the DOT.
- g. Access rights may be acquired by the DOT along all public road intersections within the project limits. Access rights, if acquired, will be in the name of the State of Iowa. The acquisition of access rights will be in accordance with 761 Iowa Administrative Code Chapter 112 and the DOT Access Management Policy. If access rights are required, the LPA shall not permit any third party to use the controlled portion of the side road without the prior written consent from the DOT. If the LPA feels that it is in the best interest of the parties involved to modify the access rights in any way, they may petition the DOT District 1 Engineer to do so.

5. Construction & Maintenance

- a. A future Preconstruction Agreement shall be negotiated between the DOT and LPA to further define project responsibilities and cost sharing. LPA-owned utilities may be included in project plans at LPA cost.
- b. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- c. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the

proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.

- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third-party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2023-P-056 as of the date shown opposite its signature below.

CITY OF ANKENY:

By: _____ Date _____, 20____.

Title: Mayor

I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of
the City was duly authorized to execute the same on the ____ day of _____, 20____.

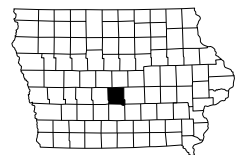
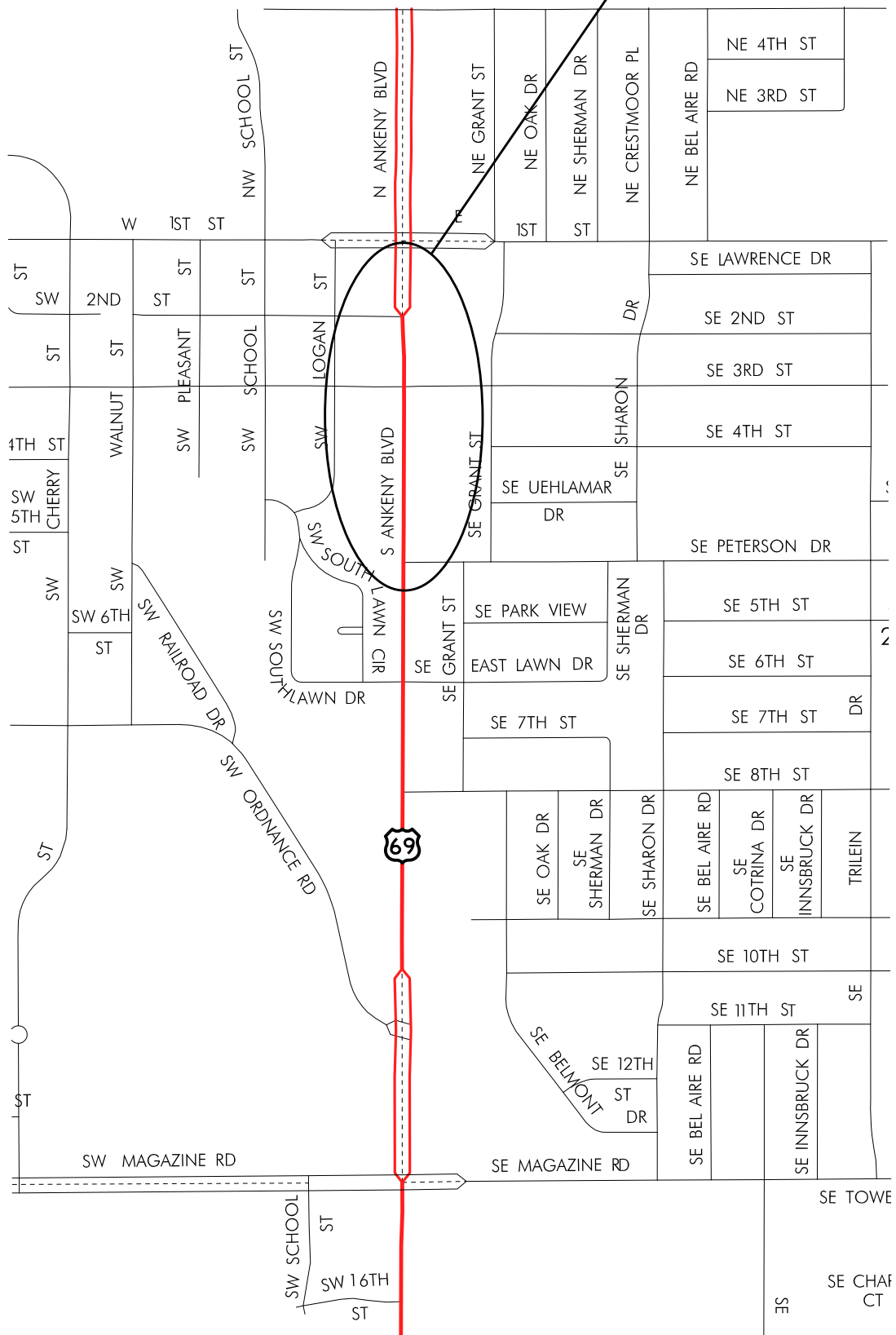
Signed: _____
City Clerk of Ankeny, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.

Tony J. Gustafson, P.E.
District Engineer
District 1

PROJECT LOCATION





ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

2023 Sidewalk Gaps and Replacements Improvement Program: Consider motion to approve: a) Final Change Order #1 decreasing the contract amount by \$763.50; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Howrey Construction, Inc. in the amount of \$108,117.50; and d) Final Payment #1 in the amount of \$102,711.62; and Retainage Payment in the amount of \$5,405.88.

EXECUTIVE SUMMARY:

The actions before the council are the approval of the final Change Order, the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Howrey Construction, Inc. on the 2023 Sidewalk Gaps and Replacements Improvement Program project.

The 2023 Sidewalk Gaps and Replacements Improvement Program project is now complete. A series of actions are needed in order to close out this construction project:

- a) Approval of the Final Change Order #1 decreasing the contract amount by \$763.50.
 - b) 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.
 - c) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the 2023 Sidewalk Gaps and Replacements Improvement Program project and establishes the final contract amount to be \$108,117.50.
 - d) Final Payment: Howrey Construction, Inc. = \$102,711.62
- Retainage Payment: Howrey Construction, Inc. = \$5,405.88

It is recommended that the retainage payment be approved for payment 30 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Approve Final Change Order #1 decreasing the contract amount by \$763.50.
2. Accept the Engineer's Certificate of Completion for the 2023 Sidewalk Gaps and Replacements Improvement Program project.
3. Adopt the Resolution accepting the 2023 Sidewalk Gaps and Replacements Improvement Program project in the final contract amount of \$108,117.50.
4. Authorize Final Payment in the amount of \$102,711.62, and Retainage Payment in the amount of \$5,405.88.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 20, 2023: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Pay Application #1 (Final)
 Change Order #1 (Final)
 Certificate of Completion
 Resolution

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2023 Sidewalk Gaps and Replacements Improvement Programs
Contractor: Howrey Construction, Inc.
Address: 316 Austin Street, Rockwell City, IA 50579
Finance Budget Code: 936.2936.4459 Finance Project #: 936.4459
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: February 20, 2023 Vendor Account #: 7544

Date of Council Meeting: May 15, 2023 Payment Application #: 1 (Final)
Payment Period: From: April 1, 2023 Through: April 30, 2023

Contract Summary:

Original Contract Amount:	\$	108,881.00	
Net Change by Change Orders:	\$	(763.50)	
Contract Amount to Date: (line 1 ± 2)	\$	108,117.50	
Total Completed and Stored to Date:	\$	108,117.50	
Retainage: 5 % of Completed Work:	\$	5,405.88	
Total Earned Less Retainage:	\$	102,711.62	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:	\$	102,711.62	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	102,711.62	
Balance to Finish, Including Retainage:	\$	5,405.88	

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: Howrey Construction, Inc.

Signature: 
Firm Name

Date: 4/28/23

Engineer / Consultant Approval: City of Ankeny

Signature: _____
Firm Name

Date

City of Ankeny Staff Approval:

Signature: 
Signature

Date: 4/28/2023

Submit to: Jim Haberichter, P.E., Civil Engineer II
E-mail: jhaberichter@Ankenylowa.gov Phone Number: (515) 963-3536

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
2.01	EARTHWORK													
	Excavation, Class 10	CY	328		328.00	\$ 30.00	\$ 9,840.00	328.00	\$ 9,840.00		328.00	\$ 9,840.00	0.00	100.00%
7.01	STREETS AND RELATED WORK													
	Sidewalk, PCC, Class C, 4" Thick	SY	525.00	(1.00)	525.00	\$ 43.50	\$ 22,837.50	525.00	\$ 22,837.50		525.00	\$ 22,837.50	0.00	100.00%
7.02	Sidewalk, PCC, Class C, 5" Thick	SY	1,279.00	(18.00)	1,261.00	\$ 40.00	\$ 50,440.00	1,261.00	\$ 50,440.00		1,261.00	\$ 50,440.00	0.00	100.00%
	TRAFFIC CONTROL													
8.01	Temporary Traffic Control	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%
	SITE WORK AND LANDSCAPING													
9.01	Conventional Seeding and Fertilizing, Type 4	AC	1.00	(1.00)	0.00	\$ 5,200.00	\$ -	0.00	\$ -		0.00	\$ -	0.00	0.00%
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	1.00		1.00	\$ 3,900.00	\$ 3,900.00	1.00	\$ 3,900.00		1.00	\$ 3,900.00	0.00	100.00%
	MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	\$ 9,900.00	\$ 9,900.00	1.00	\$ 9,900.00		1.00	\$ 9,900.00	0.00	100.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00		1.00	\$ 1,000.00	0.00	100.00%
	CHANGE ORDER ITEMS													
12.01	Conventional Seeding and Fertilizing, Type 1	AC		1.00	1.00	\$ 5,200.00	\$ 5,200.00	1.00	\$ 5,200.00		1.00	\$ 5,200.00	0.00	100.00%
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 = \$ 108,117.50 PAY PERIOD = \$ 108,117.50

COMPLETED = \$ 108,117.50

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
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		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APPS TOTAL = \$ -

Record of Change Orders:

No.	Date	Amount
1	May 15, 2023	\$ (763.50)
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ (763.50)

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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

CHANGE ORDER FORM



Project Title: 2023 Sidewalk Gaps and Replacements Improvement Programs
Contractor: Howrey Construction, Inc.
Address: 316 Austin Street, Rockwell City, IA 50579
Finance Budget Code: 936.2936.4459 **Finance Project #:** 936.4459
Vendor Project #: N/A **Purchase Order #:** N/A
Original Contract Date: February 20, 2023 **Vendor Account #:** 7544

Date of Council Meeting: May 15, 2023 **Change Order #:** 1 (Final)

Purpose of Change Order:

7.01 and 7.02 - Change to reflect as-built quantities
9.01 and 12.01 - Change from Type 4 seed to Type 1 seed (results in no contract price change)

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
7.01	Sidewalk, PCC Class C, 4" Thick	SY	(1.00)	\$ 43.50	\$ (43.50)
7.02	Sidewalk, PCC Class C, 5" Thick	SY	(18.00)	\$ 40.00	\$ (720.00)
9.01	Conventional Seeding and Fertilizing, Type 4	AC	(1.00)	\$ 5,200.00	\$ (5,200.00)
12.01	Conventional Seeding and Fertilizing, Type 1	AC	1.00	\$ 5,200.00	\$ 5,200.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order #: 1 (Final) makes the following adjustments to the Contract: **\$ (763.50)**

Contractor Accepted: Howrey Construction, Inc.

Firm Name

Signature

4/28/23

Date

Record of Change Orders:

Original Contract Amount		\$ 108,881.00
#	Change Order Date	Amount
1	May 15, 2023	\$ (763.50)
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Engineer Approved: City of Ankeny

Firm Name

Signature

4/28/2023

Date

Owner Accepted: City of Ankeny

Signature

Mayor

Title

May 15, 2023

Date

Attest for Owner:

Signature

City Clerk

Title

May 15, 2023

Date

Revised Contract Amount \$ 108,117.50

CERTIFICATE OF COMPLETION

2023 Sidewalk Gaps and Replacements Improvement Program

Ankeny, Iowa

May 15, 2023

This is to certify that the construction improvements on the *2023 Sidewalk Gaps and Replacements Improvement Program* project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is *\$108,117.50*. I hereby recommend acceptance of the project.

Respectfully submitted,



Jim Haberichter, P.E.

Civil Engineer II

City of Ankeny

Iowa License Number P24710

RESOLUTION

RESOLUTION ACCEPTING THE 2023 SIDEWALK GAPS AND REPLACEMENTS IMPROVEMENT PROGRAM

WHEREAS, on the 20th-day of February, 2023, the City of Ankeny entered into contract with Howrey Construction, Inc. of Rockwell City, Iowa for the construction of certain public improvements generally described as construction of the 2023 Sidewalk Gaps and Replacements Improvement Program; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract documents, as shown by the certificate of the Engineer filed with the Clerk on May 15, 2023.

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, that the public improvements are hereby approved and accepted as having been fully completed in accordance with the contract documents and the total final construction cost thereof is hereby determined to be \$108,117.50 as shown in the report of the Engineer.

PASSED AND APPROVED on this 15th day of May, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

2023 PCC Pavement Preservation Program: Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$566.20; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Iowa Civil Contracting, Inc. in the amount of \$429,581.20; and d) Final Payment #1 in the amount of \$408,102.14; and Retainage Payment in the amount of \$21,479.06.

EXECUTIVE SUMMARY:

The actions before the council are the approval of the final Change Order, the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Iowa Civil Contracting, Inc. on the 2023 PCC Pavement Preservation Program project.

The 2023 PCC Pavement Preservation Program project is now complete. A series of actions are needed in order to close out this construction project:

a) Approval of the Final Change Order #1 increasing the contract amount by \$566.20.

b) 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.

c) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the 2023 PCC Pavement Preservation Program project and establishes the final contract amount to be \$429,581.20.

d) Final Payment: Iowa Civil Contracting, Inc. = \$408,102.14

Retainage Payment: Iowa Civil Contracting, Inc. = \$21,479.06

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Approve Final Change Order #1 increasing the contract amount by \$566.20.
2. Accept the Engineer's Certificate of Completion for the 2023 PCC Pavement Preservation Program project.
3. Adopt the Resolution accepting the 2023 PCC Pavement Preservation Program project in the final contract amount of \$429,581.20.
4. Authorize Final Payment in the amount of \$408,102.14, and Retainage Payment in the amount of \$21,479.06.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 6, 2023: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certificate of Completion
 Change Order #1 (Final)
 Payment Application #1 (Final)
 Resolution

CERTIFICATE OF COMPLETION

2023 PCC Pavement Preservation Program

Ankeny, Iowa

May 15, 2023

This is to certify that the construction improvements on the *2023 PCC Pavement Preservation Program* project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$429,581.20**. I hereby recommend acceptance of the project.

Respectfully submitted,



Jim Haberichter, P.E.

Civil Engineer II

City of Ankeny

Iowa License Number P24710

CHANGE ORDER FORM



Project Title: 2023 PCC Pavement Preservation Program
Contractor: Iowa Civil Contracting, Inc.
Address: 1106 3rd Street, Victor, IA 52347
Finance Budget Code: 915.3915.4451 **Finance Project #:** 915.4451
Vendor Project #: N/A **Purchase Order #:** N/A
Original Contract Date: February 6, 2023 **Vendor Account #:** 9633

Date of Council Meeting: May 15, 2023 **Change Order #:** 1 (Final)

Purpose of Change Order:

7.01 - 7.05: Final as constructed quantities.
 9.01 and 12.01: Type 1 (permanent) seeding was used instead of Type 4 (temporary) seeding since the project was completed during the Type 1 Seeding window.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
7.01	Pavement, PCC 7", C-SUD	SY	(14.00)	\$ 106.00	\$ (1,484.00)
7.02	Full Depth Patches, PCC, 7" Thick	SY	19.00	\$ 120.00	\$ 2,280.00
7.03	Subbase Over-excavation, 6" Depth	SY	(125.00)	\$ 30.80	\$ (3,850.00)
7.04	Crack and Joint Cleaning and Filling, Hot Pour	LF	1,177.00	\$ 3.00	\$ 3,531.00
7.05	Pavement Removal	SY	(14.00)	\$ 22.20	\$ (310.80)
9.01	Conventional Seeding and Fertilizing, Type 4	AC	(0.10)	\$ 11,000.00	\$ (1,100.00)
12.01	Conventional Seeding and Fertilizing, Type 1	AC	0.10	\$ 15,000.00	\$ 1,500.00
					\$ -
					\$ -
					\$ -
Change Order #: 1 (Final) makes the following adjustments to the Contract:					\$ 566.20

Contractor Accepted: Iowa Civil Contracting, Inc.

Firm Name: Brent Rhinehart
 Signature: _____ Date: 5/4/2023

Engineer Approved: City of Ankeny

Firm Name: _____
 Signature: _____ Date: 5/4/2023

Owner Accepted: City of Ankeny

Signature: _____ Title: Mayor
 Date: May 15, 2023

Attest for Owner:

Signature: _____ Title: City Clerk
 Date: May 15, 2023

Record of Change Orders:

Original Contract Amount		\$ 429,015.00
#	Change Order Date	Amount
1	May 15, 2023	\$ 566.20
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount \$ 429,581.20

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2023 PCC Pavement Preservation Program
Contractor: Iowa Civil Contracting, Inc.
Address: 1106 3rd Street, Victor, IA 52347
Finance Budget Code: 915.3915.4451 Finance Project #: 915.4451
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: February 6, 2023 Vendor Account #: 9633

Date of Council Meeting: May 15, 2023 Payment Application #: 1 (Final)
Payment Period: From: April 3, 2023 Through: May 2, 2023

Contract Summary:

Original Contract Amount:	\$	429,015.00	
Net Change by Change Orders:	\$	566.20	
Contract Amount to Date: (line 1 ± 2)	\$	429,581.20	
Total Completed and Stored to Date:	\$	429,581.20	
Retainage: 5 % of Completed Work:	\$	21,479.06	
Total Earned Less Retainage:	\$	408,102.14	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:	\$	408,102.14	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	408,102.14	
Balance to Finish, Including Retainage:	\$	21,479.06	

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: Iowa Civil Contracting, Inc.
Firm Name

Brent Rhinehart
Signature

5/4/2023
Date

Engineer / Consultant Approval: City of Ankeny
Firm Name

Signature

Date

City of Ankeny Staff Approval:

Jim Haberichter
Signature

5/4/2023
Date

Submit to: Jim Haberichter, Civil Engineer II
E-mail: JHaberichter@Ankenylowa.gov Phone Number: 515-963-3536

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
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		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APPS TOTAL = \$ -

Record of Change Orders:

No.	Date	Amount
1	May 15, 2023	\$ 566.20
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ 566.20

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

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
STREETS AND RELATED WORK														
7.01	Pavement, PCC, 7", C-SUD	SY	870.00	(14.00)	856.00	\$ 108.00	\$ 90,736.00	856.00	\$ 90,736.00		856.00	\$ 90,736.00	0.00	100.00%
7.02	Full Depth Patches, PCC, 7" Thick	SY	450.00	19.00	469.00	\$ 120.00	\$ 56,280.00	469.00	\$ 56,280.00		469.00	\$ 56,280.00	0.00	100.00%
7.03	Subbase Over-excavation, 6" Depth	SY	125.00	(125.00)	0.00	\$ 30.80	\$ -	0.00	\$ -		0.00	\$ -	0.00	0.00%
7.04	Crack and Joint Cleaning and Filling, Hot Pour	LF	71,977.00	1,177.00	73,154.00	\$ 3.00	\$ 219,462.00	73,154.00	\$ 219,462.00		73,154.00	\$ 219,462.00	0.00	100.00%
7.05	Pavement Removal	SY	870.00	(14.00)	856.00	\$ 22.20	\$ 19,003.20	856.00	\$ 19,003.20		856.00	\$ 19,003.20	0.00	100.00%
TRAFFIC CONTROL														
8.01	Temporary Traffic Control	LS	1.00		1.00	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00		1.00	\$ 15,000.00	0.00	100.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.10	(0.10)	0.00	\$ 11,000.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.10		0.10	\$ 11,000.00	\$ 1,100.00	0.10	\$ 1,100.00		0.10	\$ 1,100.00	0.00	100.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00		1.00	\$ 20,000.00	0.00	100.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00		1.00	\$ 2,000.00	0.00	100.00%
11.03	Maintenance of Solid Waste Collection	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00		1.00	\$ 2,000.00	0.00	100.00%
11.04	Concrete Washout	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00		1.00	\$ 2,500.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01	Conventional Seeding and Fertilizing, Type 1	AC		0.10	0.10	\$ 15,000.00	\$ 1,500.00	0.10	\$ 1,500.00		0.10	\$ 1,500.00	0.00	100.00%
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 = \$ 429,581.20 PAY PERIOD = \$ 429,581.20

COMPLETED = \$ 429,581.20

100.00%

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE 2023 PCC PAVEMENT PRESERVATION PROGRAM", 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 2023 PCC PAVEMENT PRESERVATION PROGRAM

WHEREAS, on the 6th day of February, 2023, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with Iowa Civil Contracting, Inc. of Victor, Iowa, for the construction of certain public improvements generally described as the 2023 PCC Pavement Preservation Program; 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 15, 2023:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$429,581.20, as shown in the report of the Engineer.

PASSED AND APPROVED this 15th day of May, 2023.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive: Consider motion to approve: a) Final Change Order #8 decreasing the contract amount by \$60,132.85; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Sternquist Construction in the amount of \$4,457,559.90; and d) Final Payment #16 in the amount of \$0.00; and Retainage Payment in the amount of \$92,563.85 and Remainder of Retainage Payment in the amount of \$71,045.30.

EXECUTIVE SUMMARY:

The actions before the council are the approval of the final Change Order, the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments along with the remainder of retainage payment to Sternquist Construction on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

The NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project is now complete. A series of actions are needed in order to close out this construction project:

- a) Approval of the Final Change Order #8 decreasing the contract amount by \$60,132.85.
- b) 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 \$4,457,559.90.
- c) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project and establishes the final contract amount to be \$4,457,559.90.
- d) Final Payment: Sternquist Construction = \$0.00.

Retainage Payment: Sternquist Construction = \$92,563.85.
- e. Remainder of Retainage Payment: Sternquist Construction = \$71,045.30.

It is recommended that the retainage payment be approved for payment 30 days from the date of acceptance of the project, in accordance with the terms of the contract.

The separate remainder of retainage payment is due to a sub-contractor having filed a claim against Sternquist Construction. Pursuant to Iowa Code Chapter 573, Section 573.14, the City is required to withhold twice the amount of the sub-contractor's claim against the prime contractor. The amount of the claim is \$35,522.65; therefore, the separate remainder of retainage payment is \$71,045.30. The remainder of retainage payment will be made once the claim has been settled.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Approve Final Change Order #8 decreasing the contract amount by \$60,132.85.
2. Accept the Engineer's Certificate of Completion for the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.
3. Adopt the Resolution accepting the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project with Sternquist Construction in the final contract amount of \$4,457,559.90.

4. Authorize Final Payment to Sternquist Construction in the amount of \$0.00, Retainage Payment in the amount of \$92,563.85, and Remainder of Retainage Payment in the amount of \$71,045.30.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 15, 2021: City Council held a public hearing; adopted plans, specifications, form of contract, and estimate of cost; awarded construction contract; and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #8 (Final)
 Certificate of Completion
 Payment #16 (Final)
 Resolution

CHANGE ORDER FORM



Project Title: NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive
Contractor: Sternquist Construction
Address: 1110 N 14th Street, Indianola, Iowa 50125
Finance Budget Code: 959.3959.4451 **Finance Project #** 959.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 15, 2021 **Vendor #** 6417

Change Order Number: 8 FINAL

Change Order Date: May 15, 2023

Purpose of Change Order:

Change Order includes project reconciliation of estimated quantities to field measure quantities

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.02	LOCATINGG/REPAIR TILE LINES	STA	(28.00)	\$ 500.00	\$ (14,000.00)
4.02	SANITARY SEWER GRAVITY MAIN, PVC, 15 IN. DIA.	LF	53.00	\$ 160.00	\$ 8,480.00
4.03	SANITARY SEWER GRAVITY MAIN, DIP, 8 IN. DIA.	LF	(44.00)	\$ 181.75	\$ (7,997.00)
4.06	SANITARY SEWER CLEANOUT	EA	(1.00)	\$ 4,200.00	\$ (4,200.00)
4.08	STORM SEWER TENCHED, RCP, 15 IN. DIA.	LF	(5.00)	\$ 61.00	\$ (305.00)
4.22	PIPE APRON GUARD	EA	(1.00)	\$ 1,155.00	\$ (1,155.00)
6.09	EXTERNAL DROP CONNECTION	EA	(1.00)	\$ 6,510.00	\$ (6,510.00)
7.03	PAVEMENT, PCC 7 IN., CLASS C-SUD MIX	SY	15.00	\$ 53.00	\$ 795.00
7.07	SIDEWALK, PCC, 5 IN.	SY	(187.00)	\$ 36.25	\$ (6,778.75)
7.08	SIDEWALK, PCC, 6 IN.	SY	(21.00)	\$ 100.00	\$ (2,100.00)
7.09	DETECTABLE WARNING	SF	3.00	\$ 55.00	\$ 165.00
7.11	DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	5.00	\$ 60.00	\$ 300.00
7.13	PAVEMENT REMOVAL	SY	15.00	\$ 20.00	\$ 300.00
8.02	PAINTED PAVEMENT MARKINGS, DURABLE	STA	(11.02)	\$ 65.00	\$ (716.30)
8.03	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	(1.00)	\$ 130.00	\$ (130.00)
8.04	GROOVES CUT FOR PAVEMENT MARKINGS	STA	(11.02)	\$ 35.00	\$ (385.70)
8.05	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	(1.00)	\$ 105.00	\$ (105.00)
9.03	HYDRAULIC MULCH (BFM)	AC	(2.56)	\$ 2,000.00	\$ (5,120.00)
9.04	FILTER SOCKS, 12 IN.	LF	(450.00)	\$ 2.50	\$ (1,125.00)
9.05	FILTER SOCKS, REMOVAL	LF	(825.00)	\$ 0.50	\$ (412.50)
9.06	RIP RAP, CLASS E	TONS	44.00	\$ 76.50	\$ 3,366.00
9.07	SILT FENCE	LF	(8,791.00)	\$ 1.50	\$ (13,186.50)
9.08	SILT FENCE, REMOVAL OF DEVICE	LF	(8,791.00)	\$ 0.10	\$ (879.10)
9.09	STABILIZED CONSTRUCTION ENTRANCE	TONS	67.00	\$ 40.00	\$ 2,680.00
9.10	EROSION CONTROL MULCHING	AC	(23.56)	\$ 500.00	\$ (11,780.00)
9.11	INLET PROTECTION DEVICE, ROCK	EA	(17.00)	\$ 685.00	\$ (11,645.00)
9.12	INLET PROTECTION DEVICE, DROP-IN	EA	76.00	\$ 132.00	\$ 10,032.00
9.13	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	76.00	\$ 30.00	\$ 2,280.00

Change Order Number: 8 makes the following adjustments to the Contract:

\$ (60,132.85)

CHANGE ORDER FORM



Project Title: NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive
Contractor: Sternquist Construction
Address: 1110 N 14th Street, Indianola, Iowa 50125
Finance Budget Code: 959.3959.4451 **Finance Project #** 959.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 15, 2021 **Vendor #** 6417

Change Order Number: 8 FINAL

Change Order Date: May 15, 2023

Contractor Accepted: Sternquist Construction
[Signature] 5-5-23
Signature Date

Engineer Approved: Civil Design Advantage
[Signature] 5/5/2023
Signature Date

Owner Accepted: City of Ankeny
[Signature] Mayor
Signature Title
05/15/23
Date

Attest for Owner:
[Signature] City Clerk
Signature Title
05/15/23
Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 4,526,677.00
1	April 19, 2021	\$ (78,890.75)
2	June 7, 2021	\$ 3,811.50
3	November 1, 2021	\$ 875.00
4	January 3, 2022	\$ 15,240.00
5	June 6, 2022	\$ (600.00)
6	July 5, 2022	\$ 49,080.00
7	September 6, 2022	\$ 1,500.00
8	May 15, 2023	\$ (60,132.85)
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 4,457,559.90**

CERTIFICATE OF COMPLETION

NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive

Ankeny, Iowa

May 8, 2023

This is to certify that the construction improvements on the *NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive* project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$4,457,559.90**. I hereby recommend acceptance of the project.

Respectfully submitted,



*Josh Trygstad
Project Manager
Civil Design Advantage
Iowa License Number 19228*

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive
Contractor: Sternquist Construction
Address: 1110 N 14th Street, Indianola, Iowa 50125
Finance Budget Code: 959.3959.4451 **Finance Project #** 959.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 15, 2021 **Vendor #** 6417

Date of Council Meeting: May 15, 2023 **PAYMENT REQUEST #** 16 FINAL
PAYMENT PERIOD: From: October 18, 2022 Through: April 28, 2023

Contract Summary

Original Contract Amount:	\$	4,526,677.00
Net change by Change Orders:	\$	(69,117.10)
Contract Amount to Date: (line 1 ± 2)	\$	4,457,559.90
Total completed and stored to date:	\$	4,457,559.90
Retainage: 3.67 % of Completed Work:	\$	163,609.15
Total Earned less Retainage:	\$	4,293,950.75
Less previous applications for payment:	\$	4,228,950.75
SUBTOTAL	\$	65,000.00

OTHER CHARGES (Liquidated Damages = 32.5 days @ \$2,000/day) \$ (65,000.00)

CURRENT PAYMENT DUE \$ 0.00

Balance to finish, including retainage: \$ 163,609.15

Contract Time Remaining (If applicable) (75) Working Days

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

Construction Contractor Approval: Sternquist Construction
Firm Name
Signature: [Signature] Date: 5-5-23

Engineer / Consultant Approval: Civil Design Advantage
Firm Name
Signature: [Signature] Date: 5/5/2023

City of Ankeny Staff Approval:
Signature: Mark Mueller Date: 5/05/23

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	CLEARING AND GRUBBING	LS	1.00		1.00	\$ 5,200.00	\$ 5,200.00		\$ -	1.00	1.00	\$ 5,200.00	0.00	100.00%
2.02	LOCATING/REPAIR TILE LINES	STA	28.00	(28.00)	0.00	\$ 500.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
2.03	TOPSOIL, ON-SITE	CY	11,500.00		11,500.00	\$ 5.00	\$ 57,500.00		\$ -	11,500.00	11,500.00	\$ 57,500.00	0.00	100.00%
2.04	EXCAVATION, CLASS 10 (ON-SITE)	CY	11,800.00		11,800.00	\$ 2.50	\$ 29,500.00		\$ -	11,800.00	11,800.00	\$ 29,500.00	0.00	100.00%
2.05	BELOW GRADE EXCAVATION (CORE OUT)	CY	100.00	57.00	157.00	\$ 10.00	\$ 1,570.00		\$ -	157.00	157.00	\$ 1,570.00	0.00	100.00%
2.06	SUBGRADE PREPARATION, 12 IN. DEPTH	SY	21,162.00		21,162.00	\$ 3.00	\$ 63,486.00		\$ -	21,162.00	21,162.00	\$ 63,486.00	0.00	100.00%
2.07	SUBBASE, MODIFIED	SY	19,909.00	2,457.00	22,366.00	\$ 10.00	\$ 223,660.00		\$ -	22,366.00	22,366.00	\$ 223,660.00	0.00	100.00%
2.08	COMPACTION TESTING	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00		\$ -	1.00	1.00	\$ 4,000.00	0.00	100.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$ 20,000.00	\$ 20,000.00		\$ -	1.00	1.00	\$ 20,000.00	0.00	100.00%
3.02	SETTLEMENT PLATES	EA	12.00		12.00	\$ 4,805.00	\$ 57,660.00		\$ -	12.00	12.00	\$ 57,660.00	0.00	100.00%
SEWERS AND DRAINS														
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	138.00		138.00	\$ 144.00	\$ 19,872.00		\$ -	138.00	138.00	\$ 19,872.00	0.00	100.00%
4.02	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 15 IN. DIA.	LF	1,743.00	53.00	1,796.00	\$ 160.00	\$ 287,360.00		\$ -	1,796.00	1,796.00	\$ 287,360.00	0.00	100.00%
4.03	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 8 IN. DIA.	LF	268.00	(44.00)	224.00	\$ 181.75	\$ 40,712.00		\$ -	224.00	224.00	\$ 40,712.00	0.00	100.00%
4.04	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 18 IN. DIA.	LF	2,260.00	(1,123.00)	1,137.00	\$ 265.25	\$ 301,589.25		\$ -	1,137.00	1,137.00	\$ 301,589.25	0.00	100.00%
4.05	SANITARY SEWER SERVICE, DIP, 6" DIA.	LF	40.00		40.00	\$ 110.75	\$ 4,430.00		\$ -	40.00	40.00	\$ 4,430.00	0.00	100.00%
4.06	SANITARY SEWER CLEANOUT	EA	8.00	(1.00)	7.00	\$ 4,200.00	\$ 29,400.00		\$ -	7.00	7.00	\$ 29,400.00	0.00	100.00%
4.07	STORM SEWER, TRENCHED, HDPE, 6 IN. DIA.	LF	55.00	(55.00)	0.00	\$ 42.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
4.08	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	1,335.00	(5.00)	1,330.00	\$ 61.00	\$ 81,130.00		\$ -	1,330.00	1,330.00	\$ 81,130.00	0.00	100.00%
4.09	STORM SEWER, TRENCHED, RCP, 18 IN. DIA.	LF	37.00		37.00	\$ 68.50	\$ 2,534.50		\$ -	37.00	37.00	\$ 2,534.50	0.00	100.00%
4.10	STORM SEWER, TRENCHED, RCP, 24 IN. DIA.	LF	580.00		580.00	\$ 84.00	\$ 48,720.00		\$ -	580.00	580.00	\$ 48,720.00	0.00	100.00%
4.11	STORM SEWER, TRENCHED, RCP, 30 IN. DIA.	LF	1,664.00		1,664.00	\$ 110.25	\$ 183,456.00		\$ -	1,664.00	1,664.00	\$ 183,456.00	0.00	100.00%
4.12	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	810.00		810.00	\$ 136.50	\$ 110,565.00		\$ -	810.00	810.00	\$ 110,565.00	0.00	100.00%
4.13	STORM SEWER, TRENCHED, RCP, 42 IN. DIA.	LF	43.00		43.00	\$ 200.00	\$ 8,600.00		\$ -	43.00	43.00	\$ 8,600.00	0.00	100.00%
4.14	REMOVAL OF STORM SEWER, RCP, 36 IN. DIA. OR LESS	LF	122.00		122.00	\$ 27.25	\$ 3,324.50		\$ -	122.00	122.00	\$ 3,324.50	0.00	100.00%
4.15	REMOVAL OF STORM SEWER, RCP, 42 IN. DIA.	LF	57.00		57.00	\$ 36.00	\$ 2,052.00		\$ -	57.00	57.00	\$ 2,052.00	0.00	100.00%
4.16	PIPE APRON, RCP, 15 IN. DIA.	EA	2.00		2.00	\$ 1,155.00	\$ 2,310.00		\$ -	2.00	2.00	\$ 2,310.00	0.00	100.00%
4.17	PIPE APRON, RCP, 24 IN. DIA.	EA	3.00		3.00	\$ 1,365.00	\$ 4,095.00		\$ -	3.00	3.00	\$ 4,095.00	0.00	100.00%
4.18	PIPE APRON, RCP, 42 IN. DIA.	EA	1.00		1.00	\$ 2,625.00	\$ 2,625.00		\$ -	1.00	1.00	\$ 2,625.00	0.00	100.00%
4.19	FOOTING FOR CONCRETE APRON, RCP, 15 IN. DIA.	EA	2.00		2.00	\$ 604.00	\$ 1,208.00		\$ -	2.00	2.00	\$ 1,208.00	0.00	100.00%
4.20	FOOTING FOR CONCRETE APRON, RCP, 24 IN. DIA.	EA	3.00		3.00	\$ 662.00	\$ 1,986.00		\$ -	3.00	3.00	\$ 1,986.00	0.00	100.00%
4.21	FOOTING FOR CONCRETE APRON, RCP, 42 IN. DIA.	EA	1.00		1.00	\$ 977.00	\$ 977.00		\$ -	1.00	1.00	\$ 977.00	0.00	100.00%
4.22	PIPE APRON GUARD	EA	6.00	(1.00)	5.00	\$ 1,155.00	\$ 5,775.00		\$ -	5.00	5.00	\$ 5,775.00	0.00	100.00%
4.23	SUBDRAIN, CORRUGATED PVC, 8 IN. DIA.	LF	7,351.00		7,351.00	\$ 21.00	\$ 154,371.00		\$ -	7,351.00	7,351.00	\$ 154,371.00	0.00	100.00%
4.24	SUBDRAIN CLEANOUT, TYPE B, 24 IN. DIA.	EA	3.00		3.00	\$ 1,470.00	\$ 4,410.00		\$ -	3.00	3.00	\$ 4,410.00	0.00	100.00%
4.25	SUBDRAIN OUTLETS AND CONNECTIONS, RCP/INTK/MH, 8 IN. DIA.	EA	77.00		77.00	\$ 252.00	\$ 19,404.00		\$ -	77.00	77.00	\$ 19,404.00	0.00	100.00%
WATER MAINS AND APPURTENANCES														
5.01	WATER MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	375.00		375.00	\$ 47.50	\$ 17,812.50		\$ -	375.00	375.00	\$ 17,812.50	0.00	100.00%
5.02	WATER MAIN, TRENCHED, PVC, 10 IN. DIA.	LF	121.00		121.00	\$ 63.00	\$ 7,623.00		\$ -	121.00	121.00	\$ 7,623.00	0.00	100.00%
5.03	WATER MAIN, TRENCHED, PVC, 12 IN. DIA.	LF	3,845.00		3,845.00	\$ 47.25	\$ 181,676.25		\$ -	3,845.00	3,845.00	\$ 181,676.25	0.00	100.00%
5.04	WATER SERVICE STUB, POLYETHYLENE, 1 IN.	EA	1.00		1.00	\$ 1,732.50	\$ 1,732.50		\$ -	1.00	1.00	\$ 1,732.50	0.00	100.00%
5.05	VALVE, GATE, 8 IN. DIA.	EA	5.00		5.00	\$ 1,890.00	\$ 9,450.00		\$ -	5.00	5.00	\$ 9,450.00	0.00	100.00%
5.06	VALVE, GATE, 10 IN. DIA.	EA	2.00		2.00	\$ 2,467.50	\$ 4,935.00		\$ -	2.00	2.00	\$ 4,935.00	0.00	100.00%
5.07	VALVE, GATE, 12 IN. DIA.	EA	7.00		7.00	\$ 2,940.00	\$ 20,580.00		\$ -	7.00	7.00	\$ 20,580.00	0.00	100.00%
5.08	FIRE HYDRANT ASSEMBLY	EA	11.00		11.00	\$ 5,565.00	\$ 61,215.00		\$ -	11.00	11.00	\$ 61,215.00	0.00	100.00%
5.09	FLUSHING DEVICE (BLOWOFF FIRE HYDRANT)	EA	6.00		6.00	\$ 4,725.00	\$ 28,350.00		\$ -	6.00	6.00	\$ 28,350.00	0.00	100.00%
5.10	RELOCATE TEMPORARY FIRE HYDRANT	EA	2.00		2.00	\$ 1,942.50	\$ 3,885.00		\$ -	2.00	2.00	\$ 3,885.00	0.00	100.00%
5.11	VALVE BOX, ADJUSTMENT	EA	5.00		5.00	\$ 210.00	\$ 1,050.00		\$ -	5.00	5.00	\$ 1,050.00	0.00	100.00%
5.12	WATER MAIN, REMOVAL	LF	70.00		70.00	\$ 23.00	\$ 1,610.00		\$ -	70.00	70.00	\$ 1,610.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	MANHOLE, TYPE SW-301, 48 IN. DIA. (SANITARY SEWER)	EA	14.00		14.00	\$ 14,700.00	\$ 205,800.00		\$ -	14.00	14.00	\$ 205,800.00	0.00	100.00%
6.02	MANHOLE, TYPE SW-401, 60 IN. DIA. (STORM SEWER)	EA	1.00		1.00	\$ 6,615.00	\$ 6,615.00		\$ -	1.00	1.00	\$ 6,615.00	0.00	100.00%
6.03	INTAKE, TYPE SW-501, SINGLE GRATE INTAKE	EA	4.00		4.00	\$ 2,835.00	\$ 11,340.00		\$ -	4.00	4.00	\$ 11,340.00	0.00	100.00%
6.04	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 60 IN. DIA.	EA	2.00		2.00	\$ 7,980.00	\$ 15,960.00		\$ -	2.00	2.00	\$ 15,960.00	0.00	100.00%
6.05	INTAKE, TYPE SW-505, DOUBLE GRATE INTAKE	EA	18.00		18.00	\$ 4,515.00	\$ 81,270.00		\$ -	18.00	18.00	\$ 81,270.00	0.00	100.00%
6.06	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE WITH MANHOLE	EA	8.00		8.00	\$ 8,190.00	\$ 65,520.00		\$ -	8.00	8.00	\$ 65,520.00	0.00	100.00%
6.07	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE WITH MANHOLE (MOD.)	EA	8.00		8.00	\$ 12,757.50	\$ 102,060.00		\$ -	8.00	8.00	\$ 102,060.00	0.00	100.00%
6.08	INTAKE, TYPE SW-512, CIRCULAR AREA INTAKE, 24 IN. DIA.	EA	2.00		2.00	\$ 3,045.00	\$ 6,090.00		\$ -	2.00	2.00	\$ 6,090.00	0.00	100.00%
6.09	EXTERNAL DROP CONNECTION	EA	6.00	(1.00)	5.00	\$ 6,510.00	\$ 32,550.00		\$ -	5.00	5.00	\$ 32,550.00	0.00	100.00%
6.10	INTAKE ADJUSTMENT, MINOR	EA	1.00		1.00	\$ 997.50	\$ 997.50		\$ -	1.00	1.00	\$ 997.50	0.00	100.00%
6.11	REMOVE INTAKE, STORM	EA	2.00		2.00	\$ 682.50	\$ 1,365.00		\$ -	2.00	2.00	\$ 1,365.00	0.00	100.00%
6.12	STANDPIPE	EA	1.00		1.00	\$ 630.00	\$ 630.00		\$ -	1.00	1.00	\$ 630.00	0.00	100.00%
6.13	REMOVE STANDPIPE	EA	1.00		1.00	\$ 735.00	\$ 735.00		\$ -	1.00	1.00	\$ 735.00	0.00	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

STREETS AND RELATED WORK													
7.01	PAVEMENT, PCC, 9 IN., CLASS C-SUD MIX	SY	17,382.00		17,382.00	\$ 51.25	\$ 890,827.50	\$ -	17382.00	17,382.00	\$ 890,827.50	0.00	100.00%
7.02	PAVEMENT, PCC, 8 IN., CLASS C-SUD MIX	SY	345.00		345.00	\$ 64.00	\$ 22,080.00	\$ -	345.00	345.00	\$ 22,080.00	0.00	100.00%
7.03	PAVEMENT, PCC, 7 IN., CLASS C-SUD MIX	SY	867.00	15.00	882.00	\$ 53.00	\$ 46,746.00	\$ -	882.00	882.00	\$ 46,746.00	0.00	100.00%
7.04	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	\$ 7,500.00	\$ 7,500.00	\$ -	1.00	1.00	\$ 7,500.00	0.00	100.00%
7.05	REMOVAL OF SIDEWALK	SY	72.00		72.00	\$ 25.00	\$ 1,800.00	\$ -	72.00	72.00	\$ 1,800.00	0.00	100.00%
7.06	SIDEWALK, PCC, 4 IN.	SY	17.00		17.00	\$ 94.50	\$ 1,606.50	\$ -	17.00	17.00	\$ 1,606.50	0.00	100.00%
7.07	SIDEWALK, PCC, 5 IN.	SY	3,223.00	(187.00)	3,036.00	\$ 36.25	\$ 110,055.00	\$ -	3036.00	3,036.00	\$ 110,055.00	0.00	100.00%
7.08	SIDEWALK, PCC, 6 IN.	SY	214.00	(21.00)	193.00	\$ 100.00	\$ 19,300.00	\$ -	193.00	193.00	\$ 19,300.00	0.00	100.00%
7.09	DETECTABLE WARNING	SF	242.00	3.00	245.00	\$ 55.00	\$ 13,475.00	\$ -	245.00	245.00	\$ 13,475.00	0.00	100.00%
7.10	DRIVEWAY, PCC, 6 IN.	SY	154.00		154.00	\$ 98.00	\$ 15,092.00	\$ -	154.00	154.00	\$ 15,092.00	0.00	100.00%
7.11	DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	50.00	5.00	55.00	\$ 60.00	\$ 3,300.00	\$ -	55.00	55.00	\$ 3,300.00	0.00	100.00%
7.12	TEMPORARY DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	84.00		84.00	\$ 50.00	\$ 4,200.00	\$ -	84.00	84.00	\$ 4,200.00	0.00	100.00%
7.13	PAVEMENT REMOVAL	SY	575.00	15.00	590.00	\$ 20.00	\$ 11,800.00	\$ -	590.00	590.00	\$ 11,800.00	0.00	100.00%
TRAFFIC CONTROL													
8.01	PAINTED PAVEMENT MARKINGS, WATERBORNE	STA	5.00		5.00	\$ 210.00	\$ 1,050.00	\$ -	5.00	5.00	\$ 1,050.00	0.00	100.00%
8.02	PAINTED PAVEMENT MARKINGS, DURABLE	STA	117.10	(11.02)	106.08	\$ 65.00	\$ 6,895.20	\$ -	106.08	106.08	\$ 6,895.20	0.00	100.00%
8.03	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	30.00	(1.00)	29.00	\$ 130.00	\$ 3,770.00	\$ -	29.00	29.00	\$ 3,770.00	0.00	100.00%
8.04	GROOVES CUT FOR PAVEMENT MARKINGS	STA	117.10	(11.02)	106.08	\$ 35.00	\$ 3,712.80	\$ -	106.08	106.08	\$ 3,712.80	0.00	100.00%
8.05	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	30.00	(1.00)	29.00	\$ 105.00	\$ 3,045.00	\$ -	29.00	29.00	\$ 3,045.00	0.00	100.00%
8.06	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 6,500.00	\$ 6,500.00	\$ -	1.00	1.00	\$ 6,500.00	0.00	100.00%
8.07	PORTABLE DYNAMIC MESSAGE BOARD (PDMS)	DAYS	7.00		7.00	\$ 135.00	\$ 945.00	\$ -	7.00	7.00	\$ 945.00	0.00	100.00%
8.08	TRAFFIC SIGNAGE	LS	1.00		1.00	\$ 19,500.00	\$ 19,500.00	\$ -	1.00	1.00	\$ 19,500.00	0.00	100.00%
8.09	TRAFFIC SIGN RELOCATION	EA	8.00		8.00	\$ 158.00	\$ 1,264.00	\$ -	8.00	8.00	\$ 1,264.00	0.00	100.00%
8.10	TRAFFIC SIGN REMOVAL	EA	2.00		2.00	\$ 105.00	\$ 210.00	\$ -	2.00	2.00	\$ 210.00	0.00	100.00%
8.11	FIBER OPTIC CONDUIT (BLUE) - CITY (FURNISH & INSTALL)	LF	3,855.00		3,855.00	\$ 6.50	\$ 25,057.50	\$ -	3855.00	3,855.00	\$ 25,057.50	0.00	100.00%
8.12	FIBER OPTIC CONDUIT (ORANGE) - SCHOOL (FURNISH & INSTALL)	LF	3,670.00		3,670.00	\$ 6.50	\$ 23,855.00	\$ -	3670.00	3,670.00	\$ 23,855.00	0.00	100.00%
8.13	FIBER OPTIC HANDHOLES - TYPE III - CITY (FURNISH & INSTALL)	EA	3.00		3.00	\$ 1,300.00	\$ 3,900.00	\$ -	3.00	3.00	\$ 3,900.00	0.00	100.00%
8.14	FIBER OPTIC HANDHOLES - TYPE III - SCHOOL (FURNISH & INSTALL)	EA	3.00		3.00	\$ 1,300.00	\$ 3,900.00	\$ -	3.00	3.00	\$ 3,900.00	0.00	100.00%
8.15	FIBER OPTIC HANDHOLES - TYPE IV - CITY (FURNISH & INSTALL)	EA	2.00		2.00	\$ 1,510.00	\$ 3,020.00	\$ -	2.00	2.00	\$ 3,020.00	0.00	100.00%
8.16	FIBER OPTIC HANDHOLES - TYPE IV - SCHOOL (FURNISH & INSTALL)	EA	2.00		2.00	\$ 1,510.00	\$ 3,020.00	\$ -	2.00	2.00	\$ 3,020.00	0.00	100.00%
SITE WORK AND LANDSCAPING													
9.01	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE 1	AC	11.40		11.40	\$ 1,260.00	\$ 14,364.00	1.90	\$ 2,394.00	9.50	\$ 11,970.00	0.00	100.00%
9.02	CONVENTIONAL SEEDING, SEEDING, FERT., TYPE 4 (TEMP SEEDING)	AC	16.16		16.16	\$ 100.00	\$ 1,616.00	12.16	\$ 1,216.00	4.00	\$ 640.00	0.00	100.00%
9.03	HYDRAULIC MULCHING (BFM)	AC	16.16	(2.56)	13.60	\$ 2,000.00	\$ 27,200.00	1.90	\$ 3,800.00	11.70	\$ 23,400.00	0.00	100.00%
9.04	FILTER SOCKS, 12 IN.	LF	825.00	(450.00)	375.00	\$ 2.50	\$ 937.50	\$ -	375.00	375.00	\$ 937.50	0.00	100.00%
9.05	FILTER SOCKS, REMOVAL	LF	825.00	(825.00)	0.00	\$ 0.50	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%
9.06	RIP RAP, CLASS E	TONS	48.00	44.00	92.00	\$ 76.50	\$ 7,038.00	\$ -	92.00	92.00	\$ 7,038.00	0.00	100.00%
9.07	SILT FENCE	LF	9,285.00	(8,791.00)	494.00	\$ 1.50	\$ 741.00	\$ -	494.00	494.00	\$ 741.00	0.00	100.00%
9.08	SILT FENCE, REMOVAL OF DEVICE	LF	9,285.00	(8,791.00)	494.00	\$ 0.10	\$ 49.40	\$ -	494.00	494.00	\$ 49.40	0.00	100.00%
9.09	STABILIZED CONSTRUCTION ENTRANCE	TONS	585.00	67.00	652.00	\$ 40.00	\$ 26,080.00	\$ -	652.00	652.00	\$ 26,080.00	0.00	100.00%
9.10	EROSION CONTROL MULCHING, STRAW	AC	27.56	(23.56)	4.00	\$ 500.00	\$ 2,000.00	\$ -	4.00	4.00	\$ 2,000.00	0.00	100.00%
9.11	INLET PROTECTION DEVICE, ROCK	EA	41.00	(17.00)	24.00	\$ 685.00	\$ 16,440.00	\$ -	24.00	24.00	\$ 16,440.00	0.00	100.00%
9.12	INLET PROTECTION DEVICE, DROP-IN	EA	80.00	76.00	156.00	\$ 132.00	\$ 20,592.00	78.00	\$ 10,296.00	78.00	\$ 156.00	0.00	100.00%
9.13	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	80.00	76.00	156.00	\$ 30.00	\$ 4,680.00	78.00	\$ 2,340.00	78.00	\$ 156.00	0.00	100.00%
MISCELLANEOUS													
11.01	MOBILIZATION	LS	1.00		1.00	\$ 140,000.00	\$ 140,000.00	\$ -	1.00	1.00	\$ 140,000.00	0.00	100.00%
11.02	MAINTENANCE OF POSTAL SERVICE	LS	1.00		1.00	\$ 3,000.00	\$ 3,000.00	\$ -	1.00	1.00	\$ 3,000.00	0.00	100.00%
11.03	CONCRETE WASHOUT	EA	2.00		2.00	\$ 7,500.00	\$ 15,000.00	\$ -	2.00	2.00	\$ 15,000.00	0.00	100.00%
CHANGE ORDER ITEMS													
12.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC (A-2000), 18 IN. DIA.	EA		1,123.00	1,123.00	\$ 195.00	\$ 218,985.00	\$ -	1123.00	1,123.00	\$ 218,985.00	0.00	100.00%
12.02	LOWER EXISTING NW WEIGEL DRIVE WATER MAIN	LS		1.00	1.00	\$ 3,811.50	\$ 3,811.50	\$ -	1.00	1.00	\$ 3,811.50	0.00	100.00%
12.03	WEED CONTROL WITH GRADING AND MOWING	LS		1.00	1.00	\$ 875.00	\$ 875.00	\$ -	1.00	1.00	\$ 875.00	0.00	100.00%
12.04	MANHOLE, TYPE SW-401, 48 IN. DIA. (STORM SEWER)	EA		1.00	1.00	\$ 4,950.00	\$ 4,950.00	\$ -	1.00	1.00	\$ 4,950.00	0.00	100.00%
12.05	SUBDRAIN, CORRUGATED PVC, 6 IN. DIA.	LF		600.00	600.00	\$ 20.00	\$ 12,000.00	\$ -	600.00	600.00	\$ 12,000.00	0.00	100.00%
12.06	SUBGRADE TREATMENT, GEOGRID	SY		5,320.00	5,320.00	\$ 4.50	\$ 23,940.00	\$ -	5320.00	5,320.00	\$ 23,940.00	0.00	100.00%
12.07	INTAKE MODIFICATION	EA		1.00	1.00	\$ 1,500.00	\$ 1,500.00	\$ -	1.00	1.00	\$ 1,500.00	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 4,457,559.90 PAY PERIOD = \$ 20,046.00

COMPLETED = \$ 4,457,559.90

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 3, 2021	\$ 127,284.80
2	June 7, 2021	\$ 281,211.40
3	July 6, 2021	\$ 401,371.44
4	August 2, 2021	\$ 371,158.60
5	September 6, 2021	\$ 362,441.85
6	October 4, 2021	\$ 379,526.66
7	November 1, 2021	\$ 244,438.80
8	December 6, 2021	\$ 332,705.91
9	January 3, 2022	\$ 487,258.09
10	May 2, 2022	\$ 88,532.40
11	June 6, 2022	\$ 33,853.25
12	July 5, 2022	\$ 247,648.85
13	August 1, 2022	\$ 611,155.19
14	September 6, 2022	\$ 210,282.74
15	February 6, 2022	\$ 50,080.77
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
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		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = \$ 4,228,950.75

Record of Change Orders

No.	Date	Amount
1	April 19, 2021	\$ (78,890.75)
2	June 7, 2021	\$ 3,811.50
3	November 1, 2021	\$ 875.00
4	January 3, 2022	\$ 15,240.00
5	June 6, 2022	\$ (600.00)
6	July 5, 2022	\$ 49,080.00
7	September 6, 2022	\$ 1,500.00
8	May 15, 2023	\$ (60,132.85)
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

CHANGE ORDER TOTAL = \$ (69,117.10)

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	April 1, 2021

Substantial Completion

Contract Working Days:	190.0
Added by Change Order:	6.0
Total Working Days:	196.0
Working Days Used to Date:	251.5
Working Days Remaining:	(55.5)

Full Completion

Contract Working Days:	12.0
Added by Change Order:	1.0
Total Working Days:	13.0
Working Days Used to Date:	32.0
Working Days Remaining:	(19.0)

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE NW 18TH STREET EXTENSION - NW WEIGEL DRIVE TO NW SPRUCE DRIVE" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE NW 18TH STREET EXTENSION - NW WEIGEL DRIVE TO NW SPRUCE DRIVE

WHEREAS, on **March 15**, 2021, the City of Ankeny, Iowa, entered into contract with Sternquist Construction of Indianola, Iowa, for the construction of the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive, within the City, as therein described; and

WHEREAS, the contractor has fully completed the construction of the improvements, known as the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive, 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 8**, 2023:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted and the improvements are hereby accepted as having been fully completed in accordance with the plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be \$4,457,559.90.

Section 2. The total project cost including construction, engineering, legal and administrative costs is determined to be \$5,448,098.75.

PASSED AND APPROVED this 15th day of May, 2023.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** ordering preparation of final plat and schedule of assessments for the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING PREPARATION OF FINAL PLAT AND SCHEDULE OF ASSESSMENTS FOR NW 18TH STREET EXTENSION - NW WEIGEL DRIVE TO NW SPRUCE DRIVE " and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING PREPARATION OF FINAL
PLAT AND SCHEDULE OF ASSESSMENTS FOR NW 18TH
STREET EXTENSION - NW WEIGEL DRIVE TO NW SPRUCE
DRIVE

BE IT RESOLVED, that the Engineer is hereby instructed to prepare a final plat and schedule showing the separate lots or parcels of ground subject to assessment for the cost of the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive, together with the names of the owners thereof, so far as practicable, and the amount assessable by law against each lot or parcel of ground so assessable, and against any railway or street railway legally assessable therefor, and \$1,569,530.07 of the cost of said improvements shall be assessed against the benefited properties, but not in excess of the amounts so assessed in the preliminary plat and schedule for the improvement, and filed in the office of the Clerk.

PASSED AND APPROVED this 15th day of May, 2023.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** ratifying, confirming, and approving the change in dates for submission of bids and for public hearing on plans, specifications, form of contract and estimate of costs for the Delaware Ground Storage Reservoir Rehabilitation. (date of bid opening: 5/30/23 @ 10:30 a.m./date of hrg: 6/5/23 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

The Notice to Bidders and Notice of Public Hearing was not timely posted on a relevant contractor plan room service with statewide circulation, a relevant construction lead generating service with statewide circulation or on an internet site sponsored by a statewide association that represents the city and it is therefore necessary to reschedule the bid deadline and public hearing in this matter.

To satisfy posting requirements for the Delaware Ground Storage Reservoir Rehabilitation project, confirm the previously approved dates for bid opening and public hearing are changed to:

Bid Opening (10:30 A.M., Public Services Building): May 30, 2023

Public Hearing and Contract Award: June 5, 2023
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

Approve Resolution confirming change in dates for bid opening and public hearing for the Delaware Ground Storage Reservoir Rehabilitation.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Council adopted a Resolution ordering construction of the Delaware Ground Storage Reservoir Rehabilitation on April 17, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice of Public Hearing

Council Member _____ introduced the following Resolution entitled "RESOLUTION RATIFYING, CONFIRMING, AND APPROVING THE CHANGE IN DATES FOR SUBMISSION OF BIDS AND FOR PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE DELAWARE GROUND STORAGE RESERVOIR REHABILITATION" 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 RATIFYING, CONFIRMING, AND APPROVING THE CHANGE IN DATES FOR SUBMISSION OF BIDS AND FOR PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE DELAWARE GROUND STORAGE RESERVOIR REHABILITATION

WHEREAS, on April 17, 2023, the Council adopted a Resolution ordering construction of the Delaware Ground Storage Reservoir Rehabilitation; and

WHEREAS, pursuant to said Resolution, the City Clerk was directed to post the notice to bidders not less than thirteen clear days nor more than forty-five days prior to May 9, 2023, the date fixed for receiving bids; and

WHEREAS, pursuant to said Resolution, the City Clerk was directed to publish notice of public hearing not less than four clear days nor more than twenty days prior to May 15, 2023, the date fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project; and

WHEREAS, the Notice to Bidders and Notice of Public Hearing was not timely posted on a relevant contractor plan room service with statewide circulation, a relevant construction lead generating service with statewide circulation or on an internet site sponsored by the city or a statewide association that represents the city and it is therefore necessary to reschedule the bid deadline and public hearing in this matter.

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

Section 1. That the actions of the Project Engineer in changing the time and date for the receipt of bids to before 10:30 A.M. on May 30, 2023 is hereby ratified, confirmed, and approved.

Section 2. That the actions of the Project Engineer in changing the time and date for the public hearing on the plans, specifications, form of contract and estimate of costs to June 5, 2023 is hereby ratified, confirmed, and approved.

Section 3. That the actions of the City Clerk in posting a revised Notice to Bidders and Notice of Public Hearing once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by the City not less than thirteen clear days nor more than forty-five days prior to May 30, 2023 is hereby ratified, confirmed, and approved.

Section 4. That the City Council hereby delegates to the City Clerk or her designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on June 5, 2023, at 5:30 P.M.

Section 5. That the actions of the City Clerk in publishing a revised Notice to Bidders and Notice of Public Hearing in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City, not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be held at 5:30 o'clock P.M. on June 5, 2023, is hereby ratified, affirmed, and confirmed.

Section 6. That the form of the amended Notice to Bidders and Notice of Public Hearing for the Delaware Ground Storage Reservoir Rehabilitation is hereby ratified, confirmed, and approved.

PASSED AND APPROVED this 15th day of May, 2023.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

Delaware Ground Storage Reservoir Rehabilitation CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost for the **Delaware Ground Storage Rehabilitation** project at its meeting at **5:30 P.M. on the 5th day of June, 2023**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtVHNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **30th day of May, 2023**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 30th day of May, 2023**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 5th day of June, 2023**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued. **Exterior metal work and improvements shall begin no earlier than September 1, 2023, and tank will be eligible to be drained no earlier than September 11, 2023, pending agreement by the City, to allow all wet interior work** and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in August 2023. Preconstruction conference will not be scheduled until all required project submittals are approved.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

DELAWARE GROUND STORAGE RESERVOIR REHABILITATION

The Delaware Ground Storage Rehabilitation project includes abrasive blast cleaning the reservoir exterior to an SSPC-SP6 commercial standard with containment and the application of a four (4) coat zinc epoxy urethane fluoropolymer system, along with abrasive blast cleaning and application of a two (2) coat epoxy system to the reservoir foundation, and the installation of an impressed current cathodic protection system and associated coating repairs to the wet interior. Other repairs consist of the installation of a sidewall manway, gasket on the wet interior roof hatch, deflector bar on the fill/draw pipe, overflow discharge modification, sidewall platform with vandal guard, pressure vacuum vent, roof handrail with painter's rail and sample tap.

The Delaware Ground Storage Reservoir is 500,000 gallons with an approximate sidewall height of thirty-two (32') feet and diameter of approximately fifty (50') feet located at 6720 SE Delaware Ave in Ankeny, Iowa.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **two (2)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the overall project by October 20, 2023. The project shall be considered fully complete when the tank is, or would have been returned to service, except for voluntary delay by the City. Date of completion is after complete cure, disinfection, and testing. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **One Thousand Two Hundred Fifty dollars (\$1250) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **15th day of May, 2023.**

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **3th day of May, 2023.**

Published in the Des Moines Register the **19th day of May, 2023.**



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the renewal of a 28E Agreement by and between the City of Ankeny, Iowa and the members of the Polk County Emergency Management Commission for funding of emergency management administration.

EXECUTIVE SUMMARY:

Pursuant to Iowa Code, there is established in each county an emergency management commission to provide direction for delivery of the emergency management services of planning, administration, coordination, training and support for local governments and their departments. The Polk County Emergency Management Commission exists and operates from representatives of several metropolitan cities as well as Polk County. The budget for the Commission is funded through an annual per capita allocation funded from the city and county general funds. The original 28E Agreement was approved in 2005, with renewals in 2008 and 2020. The proposed renewal extends the current agreement at \$0.50 per capita. The term dates have been updated to reflect the next three fiscal years. The most recent federally certified population numbers have been updated as shown in Attachment #1 of the agreement. The renewed agreement will officially begin on July 1, 2023.

FISCAL IMPACT: **No**

The term for this 28E is effective for FY2024 through FY2026. Members fund Commission administration

on the basis of a \$0.50 per capita annual allocation, according to the most recent population estimates provided by the Des Moines Area Metropolitan Planning Organization (MPO). Ankeny's estimated population is 67,887, which makes the annual allocation \$33,943.50 per year.

CITY MANAGER'S RECOMMENDATIONS:

Approve the renewal of the 28E Agreement with the members of the Polk County Emergency Management Commission for funding of emergency management administration.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 28 E Agreement Emergency Management funding
 Resolution

**28E AGREEMENT
MEMBERS OF THE POLK COUNTY EMERGENCY
MANAGEMENT COMMISSION
FOR FUNDING OF EMERGENCY MANAGEMENT ADMINISTRATION**

This Agreement by and among Members of the Polk County Emergency Management Commission for Funding of Emergency Management Administration (“Agreement”) is entered into on the date last executed by the parties.

Whereas, pursuant to Iowa Code §29C.9 there is established in each county an emergency management commission to provide direction for delivery of the emergency management services of planning, administration, coordination, training and support for local governments and their departments; and

Whereas, pursuant to Iowa Code §29C.9 the Polk County Emergency Management Commission (“Commission”) does exist and operate, being composed of duly-appointed representatives of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, the City of Polk City, the City of Runnells, the City of Urbandale, the City of West Des Moines, the City of Windsor Heights, the County of Polk; and

Whereas, pursuant to Iowa Code §29C.17 the budget of the Commission may be funded all or in part by a per capita allocation funded from city and county general funds; and

Whereas, it is the intent and desire of the Commission and its Members to fund administration of the Commission through an annual per capita allocation funded from city and county general funds.

It is hereby agreed by and among the members of the Commission as follows:

1. **28E Agreement.** This agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa.
2. **No Entity.** No separate, legal or administrative entity is created by this Agreement. No real property will be acquired in the performance of this Agreement.
3. **Administration.** The Chairperson of the Commission, or the Chairperson’s designee, shall administer performance of this Agreement.

4. **Term.** The term of this Agreement shall be three years from the effective date, and will specifically include assessments in budget years FY2023/24, FY2024/25, and FY2025/26.
5. **Termination.** This Agreement may be terminated at a regular meeting or at a special meeting called for such purpose, by an affirmative vote of representatives from Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1, which vote must be ratified by resolution of the governing bodies of Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1.
6. **Assessment.** Each Member shall fund Commission administration on the basis of a \$0.50 per capita annual allocation, according to the most recent population estimates provided by the Des Moines Area Metropolitan Planning Organization (MPO). These populations and the corresponding annual allocations are presented on Attachment 1, which is incorporated herein. Annual assessments are due and payable in the office of the Commission by December 31 of each year during the term of the Agreement.
7. **Execution of Agreement.** Member governmental entities shall approve this Agreement by resolution or motion of their respective council or board, which shall authorize execution of the Agreement. The executed Agreement will then be filed in the offices of the Iowa Secretary of State and the Recorder of Polk County by Polk County, in accordance with Chapter 28E of the Code of Iowa. The Agreement shall become effective when recorded in the Polk County Recorder's Office and shall remain in effect unless terminated as provided herein. This is the entire Agreement among the parties and may be amended only upon an affirmative vote of representatives from Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1, which vote must be ratified by resolution of the governing bodies of Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1. The laws of the State of Iowa apply to this Agreement.

ATTACHMENT 1

Polk County Emergency Management Commission Most Recent Population Estimates Provided by the Des Moines Area MPO

Jurisdiction	Estimated Population in Polk County ¹	Assessment Amount
Alleman	423	\$211.50
Altoona	19,565	\$9,782.50
Ankeny	67,887	\$33,943.50
Bondurant	7,365	\$3,682.50
Clive	11,034	\$5,517.00
Des Moines	213,921	\$106,960.50
Elkhart	882	\$441.00
Grimes	15,360	\$7,680.00
Johnston	24,064	\$12,032.00
Mitchellville	2,458	\$1,229.00
Pleasant Hill	10,147	\$5,073.50
Polk City	5,543	\$2,771.50
Polk County (unincorp)	28,002	\$14,001.00
Runnells	457	\$228.50
Urbandale	33,804	\$16,902.00
West Des Moines	45,582	\$22,791.00
Windsor Heights	5,252	\$2,626.00
Balance ²	655	\$0
Total	492,401	\$245,873.00

¹ ACS-5 Year 2018 Population Estimate (2014-2018) - U.S. Census Bureau (provided by Des Moines Area MPO)

²Balance of population within incorporated areas of Polk County (Carlisle, Granger, Norwalk and Sheldahl) but not members of the Polk County Emergency Management Commission

**RESOLUTION
28E AGREEMENT
FOR FUNDING OF EMERGENCY MANAGEMENT ADMINISTRATION**

Whereas, pursuant to Iowa Code §29C.9 there is established in each county an emergency management commission to provide direction for delivery of the emergency management services of planning, administration, coordination, training and support for local governments and their departments; and

Whereas, pursuant to Iowa Code §29C.9 the Polk County Emergency Management Commission (“Commission”) does exist and operate, being composed of duly-appointed representatives of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, the City of Polk City, the City of Runnells, the City of Urbandale, the City of West Des Moines, the City of Windsor Heights, the County of Polk; and

Whereas, pursuant to Iowa Code §29C.17 the budget of the Commission may be funded all or in part by a per capita allocation funded from city and county general funds; and

Whereas, it is the intent and desire of the Polk County Emergency Management Commission and its Members to fund administration of the Commission through an annual per capita allocation funded from city and county general funds.

NOW, THEREFORE,

BE IT RESOLVED that the City of Ankeny has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2023.

CITY OF ANKENY

IN WITNESS WHEREOF, the City of Ankeny has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mark Holm, Mayor

Michelle Yuska, City Clerk

Date:_____

Date:_____

**RESOLUTION
28E AGREEMENT
FOR FUNDING OF EMERGENCY MANAGEMENT ADMINISTRATION**

Whereas, pursuant to Iowa Code §29C.9 there is established in each county an emergency management commission to provide direction for delivery of the emergency management services of planning, administration, coordination, training and support for local governments and their departments; and

Whereas, pursuant to Iowa Code §29C.9 the Polk County Emergency Management Commission (“Commission”) does exist and operate, being composed of duly-appointed representatives of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, the City of Polk City, the City of Runnells, the City of Urbandale, the City of West Des Moines, the City of Windsor Heights, the County of Polk; and

Whereas, pursuant to Iowa Code §29C.17 the budget of the Commission may be funded all or in part by a per capita allocation funded from city and county general funds; and

Whereas, it is the intent and desire of the Polk County Emergency Management Commission and its Members to fund administration of the Commission through an annual per capita allocation funded from city and county general funds.

NOW, THEREFORE,

BE IT RESOLVED that the City of Ankeny has caused this Agreement to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2023.

CITY OF ANKENY

IN WITNESS WHEREOF, the City of Ankeny has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mark Holm, Mayor

Michelle Yuska, City Clerk

Date:_____

Date:_____



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Partial Termination Certificate of the Development Agreement between the City of Ankeny, Iowa and Threshold Otter Creek, LLC for the Spectrum 36 Plat 1.

EXECUTIVE SUMMARY:

City staff was asked about a termination certificate for this development agreement as it produces a lien against the individual lots. In this case it is a partial termination as we have not fulfilled all of the requirements of the development agreement for Spectrum 36 Plat 1. This will only be for the specific lot requested.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To approve the Resolution and Certificate as attached.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Partial Termination Certificate

RESOLUTION

A RESOLUTION AUTHORIZING PARTIAL TERMINATION CERTIFICATE OF THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY, IOWA AND THRESHOLD OTTER CREEK, LLC

WHEREAS, Threshold Otter Creek, LLC entered into a Development Agreement with the City of Ankeny, Iowa for purposes of facilitating the development of certain property; and

WHEREAS, said Development Agreement was recorded on February 24, 2022, in Book 18999 at Page 271 of the Polk County, Iowa records and referenced real property including the following legally described property:

Parcel 2023-65 as described in the Plat of Survey recorded in Book 19447, Page 59 and being a part of being a Part of Lot 3, Spectrum 36 Plat 1, an Official Plat, in the City of Ankeny, Polk County, Iowa.

WHEREAS, the City is willing to acknowledge a partial termination of the agreement as it applies to the property for the purpose of facilitating a sale of the property.

Now, therefore, the City of Ankeny, Iowa, hereby gives this Partial Termination Certificate for the above-described property from the terms of the Development Agreement recorded on February 24, 2022, in Book 18999, Page 271 of the Polk County, Iowa records.

DATED this 15th day of May 2023.

Mark E. Holm, MAYOR

ATTEST:

Michelle Yuska, CITY CLERK

**PARTIAL TERMINATION
Recorder's Cover Sheet**

Preparer Information:

Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266. Telephone:
(515) 274-1450.

Taxpayer Information:

NA

Return Document To:

Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266.

Grantors: City of Ankeny, Iowa

Grantees: Threshold Otter Creek, LLC

Legal Description:

See Page 2.

Document or instrument number if applicable:

Development Agreement recorded on February 24, 2022, in Book 18999 at Page 271 of the Polk County, Iowa records.

**PARTIAL TERMINATION CERTIFICATE OF THE
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
ANKENY, IOWA AND THRESHOLD OTTER CREEK, LLC**

WHEREAS, Threshold Otter Creek, LLC entered into a Development Agreement with the City of Ankeny, Iowa for purposes of facilitating the development of certain property; and

WHEREAS, said Development Agreement was recorded on February 24, 2022, in Book 18999 at Page 271 of the Polk County, Iowa records and referenced real property including the following legally described property:

Parcel 2023-65 as described in the Plat of Survey recorded in Book 19447, Page 59 and being a part of being a Part of Lot 3, Spectrum 36 Plat 1, an Official Plat, in the City of Ankeny, Polk County, Iowa.

WHEREAS, the City is willing to acknowledge a partial termination of the agreement as it applies to the above-property for the purpose of facilitating a sale of the property.

NOW, THEREFORE, the City of Ankeny, Iowa, hereby gives this Partial Termination Certificate for the above-described property from the terms of the Development Agreement recorded on February 24, 2022, in Book 18999, Page 271, of the Polk County, Iowa records.

DATED this 15th day of May, 2023.

Mark Holm, MAYOR

ATTEST:

Michelle Yuska, CITY CLERK



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-50.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-50.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2141: An Ordinance amending the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2141 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: ~~Consider motion to accept third consideration of ORDINANCE 2141 sending it on its~~

Action. Consider motion to accept and consideration of ORDINANCE 2141, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE 2141

**AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 193,
OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA,
REGARDING FLOOD PLAIN REGULATIONS**

WHEREAS, on the 17th day of April, 2023, after due notice, the City Council held a public hearing to consider said amendment, at which time and place all parties in interest and citizens had the opportunity to be heard; and

WHEREAS, the City Council now deems it appropriate to amend the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations.

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

Section 1. That the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, is hereby amended;

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and

Section 3. That this ordinance shall be in effect upon its passage, approval, and publication as provided by law.

PASSED at Ankeny Iowa, this 15th day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 19TH DAY OF MAY, 2023**

**1st Con 4/17/23 (P. Hrg.)
2nd Con 5/01/23
3rd Con 5/15/23**



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:
No Review Required

SUBJECT:
Ord 2143: An Ordinance creating Chapter 144 of the code of ordinances of the City of Ankeny, Iowa, by creating provisions pertaining to the 2023 Register's Annual Great Bicycle Ride Across Iowa (RAGBRAI).

EXECUTIVE SUMMARY:
In preparation for welcoming 30,000 to 60,000 +/- RAGBRAI cyclists and visitors to our community on July 26, 2023, the Ankeny RAGBRAI Committee has requested the City approve a temporary ordinance to ensure a safe, healthy, and friendly event for riders, visitors, and residents. Adoption of such an ordinance is recommended by the official RAGBRAI Town Handbook.

The ordinance was developed based on a model ordinance provided by RAGBRAI organizers. It makes modifications to the Municipal Code to facilitate the event during the day that RAGBRAI will be coming through Ankeny. This ordinance will only be effective from passage by the Ankeny City Council until 6:00 p.m. on July 26, 2023.

The purpose of this ordinance is as follows:

1. Establish regulations for vendors, for-profit and non-profit, who desire to provide/sell food or goods to the public
2. Establish vendor fees
3. Establish regulations for the service of alcoholic beverages
4. Describe the penalties for the violation of the RAGBRAI ordinance

FISCAL IMPACT: Yes

The vendor fees established in this ordinance will be utilized to host and operate the event.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

City staff have met with the Ankeny RAGBRAI Committee on April 7 and April 20 to discuss the preparations needed for Ankeny to be a successful RAGBRAI meeting town and will continue to have regularly scheduled meetings until the day of event on July 26, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2143.

Action: Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2143, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE 2143

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY CREATING CHAPTER 144 PERTAINING TO RAGBRAI 2023

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

SECTION 1. CHAPTER CREATED: That Chapter 144 RAGBRAI of the Code of Ordinances of the City of Ankeny, Iowa, is created:

144.01 PURPOSE. To help city officials and citizens deal with the public health and safety problems created by the infusion of a large number of people into the City of Ankeny when the Des Moines Register's Annual Great Bicycle Ride Across Iowa™ (RAGBRAI) arrives in Ankeny on July 26, 2023 by providing temporary regulations to govern activities associated with RAGBRAI.

144.02 DEFINITIONS.

1. "Food" means food products of all kinds including food packaged for consumption off premises as well as meals prepared for consumption either on or off premises. Food shall also include beverages of every kind including both alcoholic and nonalcoholic, except for water provided without cost to the consumer.
2. "Person" means any individual person, club, group, organization, partnership, corporation, or entity of any kind.
3. "Ankeny RAGBRAI Committee" means the Advisory Board and the Executive Committee as designated by the City of Ankeny, Ankeny Chamber of Commerce, Uptown Ankeny Association, and The District Association.
4. "Vending booth" means any stand, cart, vehicle, trailer, or other structure at which a person exchanges goods or services for money. An individual person who moves from place to place while exchanging goods or services for money shall be construed as a vending booth.

144.03 VENDORS.

1. Permit required. No person, club, group, organization, corporation or entity of any kind shall provide or sell food, services, or merchandise to the public on any property within the incorporated city limits of Ankeny on July 26, 2023, between the hours of 6:00 AM – 6:00 PM, unless said person or entity shall first obtain an Ankeny Vendor Permit from the City of Ankeny through the City Clerk's Office located at City Hall at 410 West 1st Street in Ankeny, Iowa. A copy of the permit shall be maintained in a conspicuous and public location at all times. However, any Person which is a resident of Polk County and in possession of a valid permit issued by the State of Iowa for the sale of food to be consumed on its permanent premises as of July 1, 2023, shall be exempt from the requirements of this Chapter.
2. Fees. The fee for an Ankeny Vendor Permit shall not exceed a maximum of four hundred dollars (\$400) per vending booth. Vending booth size and fee will be determined by the Ankeny RAGBRAI Committee.
3. Proof of Insurance. All vendor permit applicants must supply proof of liability insurance.

4. Location. A Person granted an Ankeny Vendor Permit shall locate its temporary sale facility at a location determined by the Ankeny RAGBRAI Committee.
5. Limits. The Ankeny RAGBRAI Committee shall have authority to place limits on the number of accepted vendor applications and may disallow Persons according to a local preference or to ensure an appropriate mix of offerings is made available.
6. Health Regulations. A Person issued an Ankeny Vendor Permit pursuant to this Chapter shall comply with the Iowa Department of Health and Polk County Department of Health rules and regulations pertaining to the sale and dispensing of food for consumption.
7. Glass Containers. To promote safety during RAGBRAI, all beverages sold by a Person who has been granted an Ankeny Vendor Permit shall be sold in non-glass containers only. This requirement shall also apply to any existing business, restaurant, service station, grocery store or other establishment selling beverages on its premises in an outdoor setting open to the public.
8. Nuisance. The sale of food or the erection of a temporary facility for the sale of food or other merchandise without an Ankeny Vendor Permit on July 26, 2023, in violation of the provisions of this Chapter shall be considered a nuisance, as defined by section 50.01 of the City Code of Ordinances. If this type of nuisance is determined to exist, an emergency abatement procedure pursuant to Subsection 50.06 of the City Code is hereby authorized and may be executed by any peace officer or those acting at their direction by dismantling and removing the nuisance without notice.
9. Violations - Penalties. Selling or supplying food or merchandise to any person without an Ankeny Vendor Permit on July 26, 2023, or any violation of this chapter shall be considered a simple misdemeanor punishable by a maximum fine of \$750.00. Furthermore, any violation of this Chapter shall constitute a municipal infraction, as set forth in Chapter 4 of the City Code of Ordinances, and, therefore, any civil penalties may likewise be assessed and enforced as set forth.

144.04 SIDEWALK, STREET, ALLEY, AND ROADWAY CLOSINGS. During the effective date of this ordinance and without prior City Council approval regarding the blocking of City streets, the Public Works Director, Police Chief or their designees , may place barricades, roadblocks, or similarly approved traffic control devices on any City sidewalk, street, alley, or roadway to redirect vehicular, pedestrian, or bicycle traffic for the purpose of safely maintaining or enhancing the flow of said traffic within the City Limits of the City of Ankeny, Iowa. Official emergency vehicles, and other authorized vehicles or equipment may be used for such purposes.

144.05 ALCOHOL CONSUMPTION. Consumption of alcohol shall only be allowed in public spaces as designated.

144.06 EFFECTIVE PERIOD. The provisions of this Ordinance shall be effective on July 26, 2023.

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 at Ankeny Iowa, this 15th day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 19th DAY OF May, 2023**

**1st Con 5/01/23
2nd Con 5/15/23
3rd Con 5/15/23**



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed NW Northlawn Area Utility Improvements - Phase 3

Professional Services Agreement with Snyder & Associates

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Snyder & Associates, for the design engineering services needed for the NW Northlawn Area Utility Improvements - Phase 3 project.

The scope of the project includes pavement reconstruction and utility improvements along NW Kline Street from West First Street to just south of NW 3rd Street, and NW 2nd Street from NW Kline Street to just west of NW Des Moines Street. These improvements will improve the condition of the street, sidewalk, storm sewer, sanitary sewer, and water main infrastructure in this area.

The design of this project needs to be undertaken at this time so that the project schedule can be maintained. The Public Works Department proposes to use Snyder & Associates to complete the necessary design engineering services for this project. The scope of the design engineering services and corresponding fees are shown in the attached Professional Services Agreement. The total fee for the design engineering services is \$72,350.00.

It is anticipated that this project will be bid in November 2023 for construction in 2024. It is recommended that the City Council approve the Professional Services Agreement with Snyder & Associates.

FISCAL IMPACT: No

This project is included in the City so Ankeny's 2023-2027 Capital Improvement Program for design in 2023 and construction in 2024.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Snyder & Associates for design engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project in an amount not to exceed \$72,350.00 and authorize the Mayor to execute said Agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the Professional Services Agreement with Snyder & Associates for design engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project in an amount not to exceed \$72,350.00 and authorize the Mayor to execute said Agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Professional Services Agreement



STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form-modified)

NOW ON THIS 15th day of May, 2023, **Snyder & Associates, Inc.**,
2727 SW Snyder Blvd., P.O. Box 1159, 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: NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 3
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 C Standard Fee Schedule

Exhibit B Insurance Requirements

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)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

By: _____
(Authorized agent)

(Printed or typed signature)

Mark A. Land, P.E., CFM
(Printed or typed signature)

Route executed copy to:JWH

EXHIBIT A – SCOPE OF SERVICES

NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 3

I. SCOPE OF WORK

A. PROJECT DESCRIPTION

The PROFESSIONAL shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as follows:

1. The PROJECT includes the final design for the construction of roadway and utility improvements for the Phase 3 area of the NW Northlawn neighborhood in the City of Ankeny (refer to EXHIBIT D for Phase 1 through Phase 4 project limits).
2. The PROJECT includes reconstructing the following roadways:
 - a. Approximately 695 LF of NW Kline Street from West First Street to just south of NW 3rd Street.
 - b. Approximately 400 LF of NW 2nd Street from NW Kline Street to just west of NW Des Moines Street.
3. Removing existing and installing new storm sewer with sump services within the PROJECT limits.
4. Removing existing 4” water main and installing new 8” water main and services within the PROJECT limits.
5. Removing existing and installing new sanitary sewer and services within the PROJECT limits.
6. Removing existing and installing new driveway approaches, sidewalk and sidewalk ramps, and traffic signs within the PROJECT limits.
7. Preparing one set of plans for the PROJECT to be constructed in 2024. The PROFESSIONAL will complete design, plans, contract documents, specifications, and bid phase assistance, defined in Article I.B, for the Project.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION

- a. Monthly progress reports.
- b. Monthly billing reports.
- c. Project coordination for engineering with internal staff and the CLIENT.
- d. Project design review with the CLIENT of the Preliminary Plans and the Check Plans.
- e. Two meetings with the CLIENT to review the project plans, construction details, construction staging, and project schedule.
- f. Private utility coordination for utility relocations needed prior to construction commencing.
- g. Submit pre-construction documents to the CLIENT per the City of Ankeny submittal requirements.

2. FINAL DESIGN AND CONSTRUCTION PLAN PREPARATION

The PROFESSIONAL shall prepare construction documents for the PROJECT to meet the schedule outlined in Article III.

- a. 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 for review and approval prior to final acceptance and distribution for a local letting. The final design will involve the development of project details, general notes, constructability methods, final plan contract drawings, special provisions, construction limits, control reference notes, erosion control, staging, and coordination.
- b. The project information will include full plan sheets including the following:
 - i. Title Sheet (A-Sheets)
 - ii. Typical Section and Special Details (B-Sheets)

- iii. Quantities, Estimate Reference Information, and Tabulations (C-Sheets)
 - iv. Roadway Plan and Profile Information (D-Sheets)
 - v. Removal Sheets (F-Sheets)
 - vi. Survey Control (G-Sheets)
 - vii. Staging and Traffic Control (J-Sheets)
 - viii. Horizontal and Vertical Geometry and Jointing (L-Sheets)
 - ix. Storm Sewer Plan and Profile Sheets (M-Sheets)
 - x. Sanitary Sewer Plan and Profile Sheets (MSA-Sheets)
 - xi. Water Main Plan and Profile Sheets (MWM-Sheets)
 - xii. Grading Contours and Erosion Control Sheets (R-Sheets)
 - xiii. Horizontal and Vertical Geometry for Sidewalk Ramps (S-Sheets)
 - xiv. Roadway Cross Sections @ 25' Intervals and at all driveway approaches (W-Sheets)
- c. Specifications may include Special Provisions to supplement SUDAS Standard Specifications and the City of Ankeny Supplemental Specifications.
- d. It is anticipated that the PROJECT will consist of two main stages. Stage 1 will consist of all construction work for the NW 2nd Street reconstruction and Stage 2 will consists of all construction work for the NW Kline Street reconstruction. During each stage, the roadways worked on will be closed to traffic. When one stage is closed to traffic the other stage will remain open to traffic. Temporary sidewalks will be needed to provide access to the local residents' homes. The staging and traffic control (J-sheets) will be prepared to reflect this.
- e. The east side of NW Kline Street between W 1st Street and NW 2nd Street is located much higher than the existing roadway. Preliminary plans show a variable parking slope to match these grades. Final design may utilize a maximum parking slope of 12% and a short 6" to 12" curb on the back side of the sidewalk, if necessary.
- f. The PROFESSIONAL will submit a Preliminary Plan set to the CLIENT for review and comment. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with 10% construction contingency.
- g. The PROFESSIONAL will submit a Check Plan set to the CLIENT for review and comment. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with 5% construction contingency.

- h. The PROFESSIONAL will submit Bid Documents including standard City of Ankeny front end documents to the CLIENT. The PROFESSIONAL will submit a final opinion of probable construction costs with 0% construction contingency. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgement as a design professional familiar with the construction industry.
- i. Permits: Prepare and submit to CLIENT and Iowa DNR the NPDES, Wastewater, and Water Supply Permits. All fees required for the permits will be included with this agreement.

3. PROJECT INFORMATION MEETING

After Check Plans are submitted to the CLIENT, the PROFESSIONAL and CLIENT will present the design to the property 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.

4. 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 PROFESSIONAL shall attend the bid letting 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 by the CLIENT or by the PROFESSIONAL under a separate Agreement or Amendment.

D. 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 (SWPPP), 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 using the SWPPP template provided by the CLIENT.

2. CLIENT'S Responsibility

CLIENT shall be solely responsible for: a) the submittal of the Notice of Intent, to be published by the PROFESSIONAL; 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 (SWPPP) as a part of the Contract Documents using the SWPPP template provided by the CLIENT.

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. CLIENT'S RESPONSIBILITIES

At its own expense, the CLIENT shall have the following responsibilities regarding the execution of this Agreement by the PROFESSIONAL.

A. PROJECT OFFICER

The CLIENT shall name a Project Officer to act as the CLIENT's representative with respect to the work performed under this Agreement. All correspondence with CLIENT relating to PROJECT shall be directed to the Project Officer and the Project Officer shall be invited to all progress meetings and other meetings called during the PROJECT.

B. PROMPT RESPONSE

To prevent an unreasonable delay in the PROFESSIONAL's work, the CLIENT will examine all reports, drawings, specifications, and other documents and will provide authorizations in writing to the PROFESSIONAL to proceed with work within a reasonable time period.

C. PROJECT REQUIREMENTS

The CLIENT shall furnish the following information for the PROJECT: design and construction standards; construction documents of projects within close proximity; known property locations and conditions; and zoning restrictions.

III. PROJECT 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:

<u>Task</u>	<u>Projected Completion Date</u>
Authorization to Proceed	May 1, 2023
Preliminary Design and Plans	May 2023
City Review of Preliminary Plans	June 2023
PMT Meeting #1 (Preliminary Plans)	June 2023
Check Design and Plans	July 2023
City Review of Check Plans	August 2023
PMT Meeting #2 (Check Plans)	August 2023
Public Information Meeting	July-August 2023
Final Design and Plans	September, 2023
City Review Final Plans	October 9, 2023
City Council Set Hearing and Letting Dates	October 16, 2023
Bid Letting	November 14, 2023
Public Hearing to Review Bids & Award Contract	November 20, 2023
Construction Commence	April 2024

IV. 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 PROFESSIONAL SERVICES

1.	Project Administration	\$15,700
2.	Final Design and Construction Plan Preparation	\$47,200
3.	Project Information Meeting	\$4,200
4.	Bid Period Assistance	\$4,500
5.	Permit Fees and Reimbursable	<u>\$750</u>

Total Basic Professional Services Fees.....\$72,350

Anytime the PROFESSIONAL anticipates that actual fees will exceed estimated fees, the PROFESSIONAL shall immediately notify the CLIENT, in writing, of the proposed increase and the reasons therefore. The CLIENT shall thereupon review such proposed increase and either accept or reject same.

Exhibit B

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 B 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.

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	\$ 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.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

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.

Exhibit B

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.

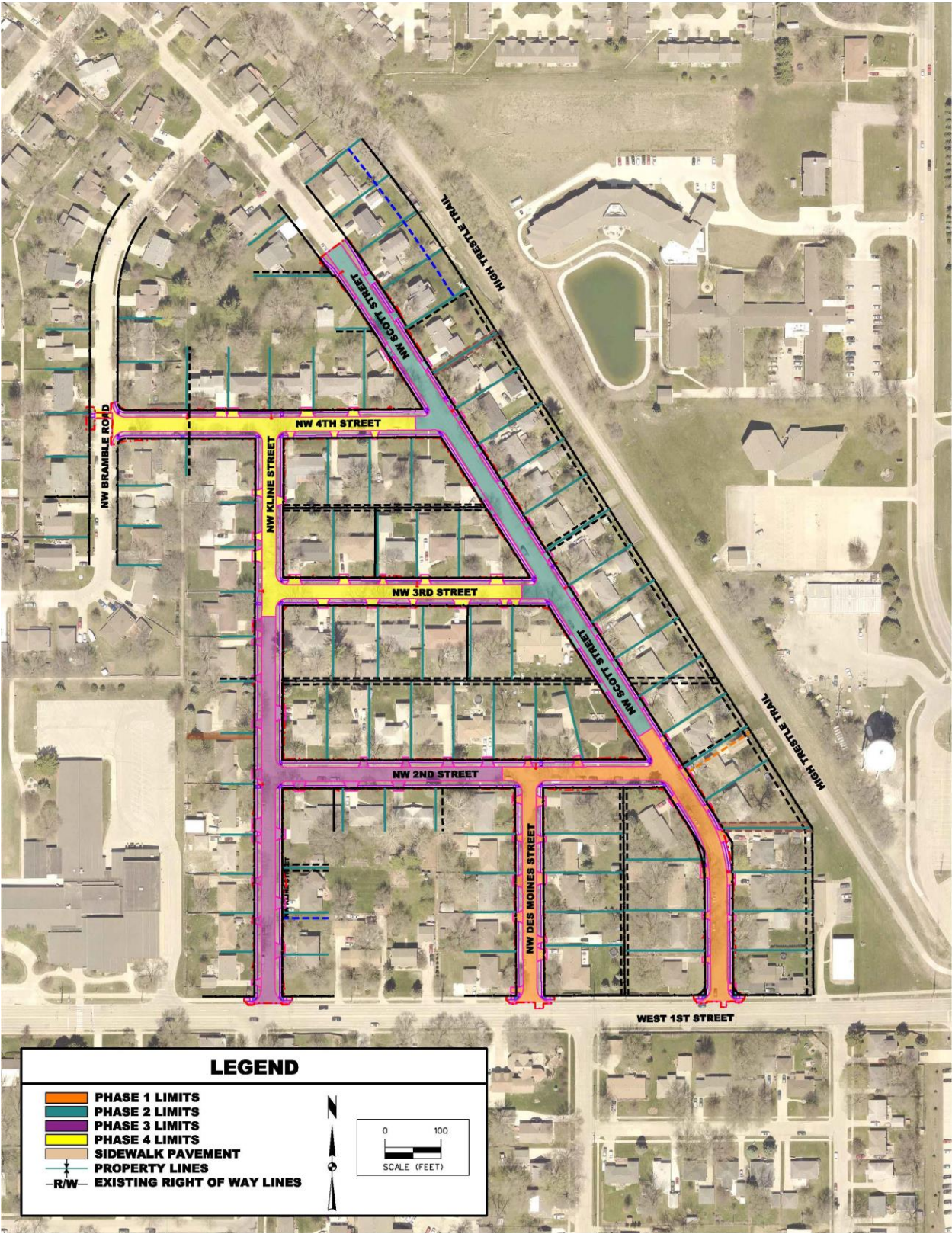
No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.



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

EXHIBIT D - Location Map





ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed SE Corporate Woods Drive & Crosswinds Drive Traffic Signal

Professional Services Agreement with Bolton & Menk, Inc.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Bolton & Menk, Inc., for traffic engineering services needed for the SE Corporate Woods Drive & Crosswinds Drive Traffic Signal

The Public Works Department proposes to use Bolton & Menk, Inc. to complete the necessary traffic engineering design and bid-letting services for the project. The intersection was identified for future signalization with traffic impact studies in 2019 and 2021 for Crosswinds Business Park. Development has proceeded in this area, and the need for the signal is expected in the coming year. The scope of professional services and corresponding fees are shown in the attached Professional Services Agreement. The total fee for the professional services is \$39,000.00.

It is recommended that the City Council approve the Professional Services Agreement with Bolton & Menk, Inc.

FISCAL IMPACT: No

The project is included in the City's 2023 - 2027 Capital Improvement Program, for design in 2023 and construction in 2024. Per a development agreement with Amazon, construction costs will be partially reimbursed.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Bolton & Menk, Inc., for the traffic engineering services for the SE Corporate Woods Drive & Crosswinds Drive Traffic Signal in an amount not to exceed \$39,000.00 and the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the Professional Services Agreement with Bolton & Menk, Inc., for the traffic engineering services for the SE Corporate Woods Drive & Crosswinds Drive Traffic Signal in an amount not to exceed \$39,000.00 and the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Professional Agreement
 Certificate of Insurance
 Location Map

AGREEMENT FOR PROFESSIONAL SERVICES IA

STANDARD PROJECT-PUBLIC CLIENT

CITY OF ANKENY and BOLTON & MENK, INC.

This Agreement, made this 15th day of May 2023, by and between City of Ankeny, 410 West 1st Street, Ankeny, Iowa ("CLIENT"), and BOLTON & MENK, INC., 430 E Grand Ave. Suite 101, Des Moines, Iowa ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with SE CORPORATE WOODS DR & SE CROSSWINDS DR TRAFFIC SIGNAL ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION 1 - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.
- B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph 4.B and this Agreement will be revised accordingly.

SECTION 2 - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret, and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION 3 - COMPENSATION FOR SERVICES

A. FEES.

- 1. The CLIENT will compensate the CONSULTANT in accordance with the attached Exhibit B Schedule of Fees ("Schedule of Fees") for the time spent in performance of Agreement services. Total cost of services shall not exceed \$39,000 without the prior consent of CLIENT.
- 2. Additional services as outlined in Section 1.B and 4.B will vary depending upon project conditions and will be billed in addition to the Not-to-Exceed Fee on an hourly basis at the rates described in Exhibit B or as that Exhibit may subsequently be adjusted as described below.
- 3. The attached Schedule of Fees shall apply for services provided through December 31, 2023. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year.
- 4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement, CLIENT agrees to pay any applicable sales taxes.
- 5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the fees rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
- 6. Reimbursable Direct Expenses: Except for those expenses identified in Paragraph 3.A.5, any expenses required to complete the agreed scope of services or identified in this paragraph will

be listed separately on the invoice, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to any limit set forth in Section 3.A.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT or its duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

SECTION 4 - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit A, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional

Services, prior to furnishing such Additional Services. Except for Additional Services required to address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from 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, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) 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, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.
3. General Liability of CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) 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, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
4. 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 CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.
5. To the fullest extent permitted by law, CLIENT and CONSULTANT 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, from any cause or causes.
6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT under this Agreement and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT's corporate entity.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are

opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not

intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. HAZARDOUS MATERIALS

1. Except as expressly stated in Exhibit A, the parties acknowledge that CONSULTANT'S Services do not include any services related to Constituents of Concern. If CONSULTANT or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT's services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate this Agreement for cause if it is not practical to continue providing Services.
 - a. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

L. TERMINATION

1. For Cause: This Agreement may be terminated by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
 - a. For termination by CONSULTANT, Cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control.
 - b. Notwithstanding the foregoing and with consent of terminating party, this Agreement will not terminate under paragraph 4.L.1 if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
2. For Convenience: This Agreement may be terminated for convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section 3 of this Agreement. Upon receipt of payment, CONSULTANT shall deliver, and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph 4.H.
4. In event of termination by CLIENT for cause, CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination and, upon receipt of payment, CONSULTANT shall deliver to CLIENT and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to the provisions of Section 4.H. All other matters will be resolved in accordance with the Dispute Resolution clause of this Agreement.

M. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

N. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from award or making of this Agreement.

O. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons

seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

P. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

T. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions, or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Ankeny, Iowa

Signature

Mark E. Holm, Mayor

Printed Name

Date

Address for giving notice:

410 West 1st Street

Ankeny, IA 50023

CLIENT's Representative with authority for
ordering engineering services and transmitting
instructions:

CONSULTANT: Bolton & Menk, Inc.



Signature

Matthew Ferrier

Printed Name

05/01/2023

Date

Address for giving notice:

430 E Grand Avenue, Suite 101

Des Moines, IA 50309

Attachments:

Exhibit A Basic Services

Exhibit B Schedule of Fees

(Remainder of this page intentionally left blank)

Exhibit A
Basic Services

Bolton & Menk, Inc. will complete the following scope of work:

Task 1 – Agency Coordination

- Project Management Team Meetings – Up to three meetings will be held with Bolton & Menk and the City. These meetings include a project kickoff meeting, preliminary comment review meeting, and a preconstruction meeting.
- Progress Reports – monthly progress reports will be shared with the city to inform of project progress and any potential changes to scope or schedule.

Task 2 – Survey

- Topographic survey will be completed by our in-house survey crew. The survey will include all identified utilities through Iowa One Call and property pins.
- Major utilities will be potholed with elevations verified so that signal poles placement can be finalized.
- Temporary easements will be identified upon placement of signal components.

Task 3 – Public and Private Utility Identification and Coordination

- We will initiate coordination with public and private utilities to evaluate existing conditions and to identify if there are any impacts to their facilities. Relocation of impacted utilities will be coordinated with utility owners so that there are no conflicts with the proposed construction. Utility owners will receive consistent updates from our design team to make sure they are up to date with our design and aware of major milestones in relation to the construction.
- Coordination with Union Pacific Railroad for fiber crossing

Task 4 – Final Design

- Verify sightlines for proposed signals
- Signal pole placement will be completed early in the design process so that the city can order poles ahead of the plans being bid
- Check ADA compliance of in-place pedestrian ramps and reconstruct if necessary to accommodate pushbutton stations.
- Provide N sheets for signal plans
- Provide N sheets for fiber plans for the connection of the new signal at Corporate Woods Drive and Crosswinds Drive to the in-place signal located at Corporate Woods Drive and Convenience Boulevard.
- Identify impacts to signing and striping and provide K sheets
- Submit plans at 30% and plans and estimate at final plans.
- Review shop drawings from contractor
- City to provide signal timings and fiber schematics

Task 5 – Bid Services

- Draft contract documents
- Distribute copies of the contract/bidding documents and upload to QuestCDN
- Maintain and update plan holders lists throughout bidding period
- Address questions from prospective bidders, subcontractors, and suppliers and prepare and issue addenda as required
- Assist city staff with the public opening and reading of bids, review bids, prepare tabulation and recommendation

Schedule

We recommend the following schedule for this work:

- Task 1: May 2023 – June 2024
- Task 2: June 2023
- Task 3: June 2023 – August 2023
- Task 4: June 2023 – December 2023

Exhibit B

2023 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2023. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise, incl.

graphic design, project communication, funding support, etc.

**Highly specialized and industry expertise unique to the market or area of discipline

Employee Classification	Hourly Billing Rates
Senior Project Manager	\$175-264
Project Manager	\$104-198
Senior Project Engineer	\$140-198
Project Engineer	\$130-188
Design Engineer	\$110-186
Graduate Engineer	\$110-145
Senior Planner	\$115-198
Planner	\$115-171
Senior Landscape Architect	\$150-204
Landscape Architect	\$120-160
Landscape Designer	\$100-169
Licensed Project Surveyor	\$160-240
Graduate Surveyor	\$130-181
Survey Technician	\$85-173
Senior Technician	\$110-195
Technician	\$79-168
Specialist*	\$95-205
Practice Expert**	\$205-308
Senior Principal	\$195-314
Principal	\$160-289
Administrative/Corporate Specialists	\$64-194
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Minnesota, Inc. 1120 South Avenue North Mankato MN 56003	CONTACT NAME: Mary Portner, CISR PHONE (A/C, No, Ext): (507) 388-2010 FAX (A/C, No): (507) 388-5492 E-MAIL ADDRESS: Mary.Portner@bbrown.com
INSURED Bolton and Menk, Inc. Bolton & Menk Southeast, LLC 1960 Premier Dr Mankato MN 56001	INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Company INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2023-24 Bolton**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	6D50852	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	6E50852	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	6J50852	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6H50852	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability E&O Deductible \$25,000			AEH114019718	12/31/2022	12/31/2023	Per Claim Limit \$5,000,000 Aggregate Limit \$10,000,000 Retro Active Date 12/31/1997

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

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions &/or authorities and their board members, employees and volunteers are added as additional insureds on a primary noncontributory basis. Government immunity endorsement applies. Waiver of subrogation in favor of the additional insured applies to the work comp & professional liability policies.

CERTIFICATE HOLDER**CANCELLATION**City of Ankeny
1210 NW Prairie Ridge Dr.

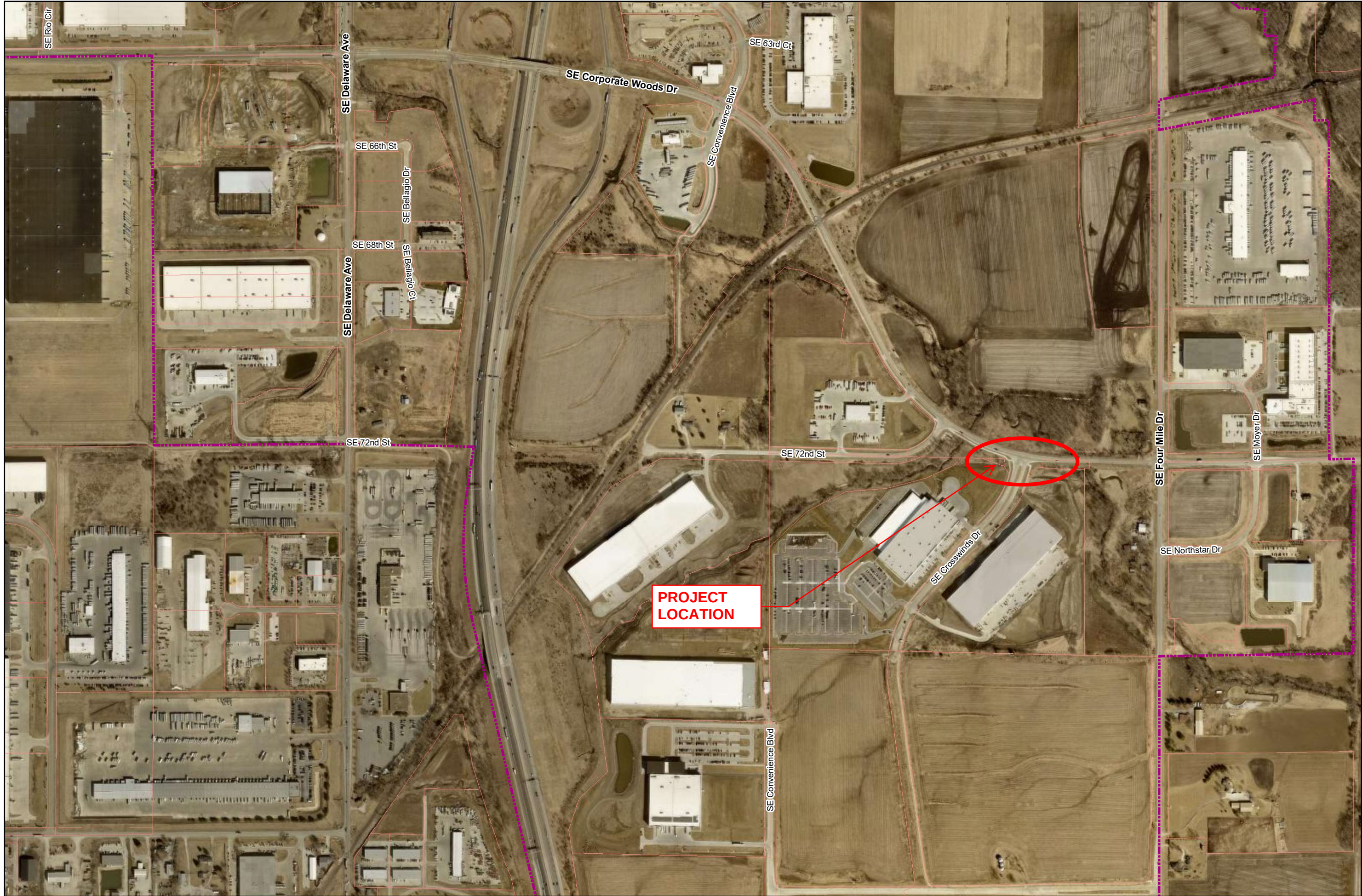
Ankeny

IA 50023

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.





ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Proposed Otter Creek Trunk Sewer - Phase 4
Professional Services Agreement with Civil Design Advantage

EXECUTIVE SUMMARY:
The action before the City Council is the approval of a Professional Services Agreement with Civil Design Advantage, for design engineering and bidding phase services needed for the Otter Creek Trunk Sewer - Phase 4 Project.

This project will include the design of approximately 4,150 lineal feet of 24-inch sanitary sewer main extending north-northeast from Phase 3 following the alignment of Otter Creek up to NE 54th Street, west of NE Four Mile Drive.

The purpose of this project is to provide sanitary sewer service to the area east of the interstate as it

develops.

FISCAL IMPACT: **No**

The project is included in the City's 2023 - 2027 Capital Improvement Program with design to be completed in 2023 and construction in 2024.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Civil Design Advantage, for the design engineering and bidding phase services on the Otter Creek Trunk Sewer - Phase 4 Project in an amount not to exceed \$148,500.00 and the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider a motion to approve the Professional Services Agreement with Civil Design Advantage, for the design engineering and bidding phase services on the Otter Creek Trunk Sewer - Phase 4 Project in an amount not to exceed \$148,500.00 and the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Professional Services Agreement

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
Otter Creek Trunk Sewer Extension - Phase 4

THIS AGREEMENT is made and entered into this 15th day of MAY, 2023, between the City of Ankeny, Iowa, hereinafter referred to as the "Owner", and Civil Design Advantage hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS the Owner has decided to proceed with the design of the following project:

Otter Creek Trunk Sewer – Phase 4

Proposed trunk sanitary sewer extension from the existing termini (just north of Costco) to the south right-of-way at NE 54th Street.

WHEREAS the Owner desires to employ the Consultant to provide design engineering and bidding phase services in connection with the project; and

WHEREAS the Consultant is willing to perform such engineering work in accordance with the terms hereinafter provided, and represents that it is in compliance with Iowa statutes relating to the registration of Professional Engineers;

NOW THEREFORE;

The parties hereto, for consideration hereinafter set forth, mutually agree as follows;

I. DEFINITIONS

Whenever in this Contract the following terms or pronouns used in their stead occur, they shall have the meaning here given;

Owner – the City of Ankeny, Iowa, or its authorized representative acting as liaison officer for the Owner for the purpose of coordinating and administering the work under the Contract.

Consultant – the firm of Civil Design Advantage, Urbandale, Iowa

Iowa DOT – Iowa Department of Transportation

IDNR – Iowa Department of Natural Resources

Corps – the United States Army Corps of Engineers

EPA – the Environmental Protection Agency

EDA – the Economic Development Agency

Project Manager – the principal project manager assigned to the project, and employed by and working directly under the authority of the Consultant.

Project Engineer – the design engineer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager.

Construction Observer – the construction observer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager or Project Engineer.

II. GENERAL

- A. The Owner has decided to proceed with the design of the Otter Creek Trunk Sewer Extension – Phase 4 project. The project includes a gravity sewer extension from the existing termini (just north of Costco) to the south right-of-way at NE 54th Street. This Contract does not include any construction related services; however, these can be added by addendum.

A description of the necessary tasks to accomplish the above goals is itemized in Section III, Scope of Services.

- B. The work under this Contract shall at all times be subject to the general supervision and direction of the Owner and shall be subject to the approval of the Owner. Design and construction documents shall conform to the Owner's requirements.
- C. Obligations of the Owner to the Consultant: All existing information, including previous construction plans, record drawings, utility information, previous studies, drainage maps, drainage design support, etc. applicable to the project will be made available to the Consultant without cost.
- D. Submittal of documents: During the progress of the project design, various PDF of the preliminary, check and final plans and other documents prepared by the Consultant will be required by the Owner. Unless specified elsewhere in this Contract, five (5) half-size copies of final plans and two (2) bound front-end documents/project manuals shall be provided by the Consultant to the Owner at the final submittal.
- E. This Contract shall be subject to the Standard Fee Schedule billing rates as established in Exhibit A and hereby made a part of this Contract.

III. SCOPE OF SERVICES

- A. General – The Consultant shall provide Basic Design Services and Additional Design Services (if required) for the design of the project in accordance with general engineering principles. The work to be performed under this Contract by the Consultant shall consist of the following Scope of Services. Additional engineering services beyond the Contract Scope of Services shall be authorized in writing by the Owner before the Consultant shall proceed. Additional fees shall be based on the hourly rates by employee classification as established in Exhibit A to this Contract.
- B. Basic Engineering Services

Design Phase Services:

Task 1 – Topographic/Boundary Survey

The Consultant shall acquire survey data to support the preliminary design for the project. The field survey shall include the trunk sewer corridor as depicted within Exhibit B. Surface features, break lines, creek bank top, channel bottom, trees greater than 6" in diameter, utility poles and adjacent streets shall be located for the topographic survey. LIDAR (Light Detection and Ranging) contours shall be utilized for areas outside of the trunk sewer corridor. Elevations on a 50-foot grid will be acquired and contours drawn to 1-foot contour grid. Utility information will be shown from field locates and mapping. The Consultant shall complete boundary work to support the preparation of acquisition plat(s).

Task 2 – Soils Investigation

The Consultant plans to utilize the services of a sub consultant for the soils investigation and analysis for the project design. Soils investigation shall follow the scope as outlined in Exhibit C.

Task 3 – Joint Application Form Preparation

The Consultant shall prepare a Joint Application (Corps/DNR) associated with the trunk sewer construction. The permit application will be prepared and submitted to the appropriate jurisdictional authority.

Task 4 – Wetland Services (if needed)

The Consultant plans to utilize the services of a sub consultant for any wetland services associated with the project. Wetland services shall follow the scope as outlined in Exhibit D.

Task 5 – Existing Utility Information

Where possible, existing utility information shall be furnished by the City. This existing utility information shall be incorporated into the plans, and the effects of the sanitary trunk sewer upon each utility shall be determined.

Task 6 – Construction Drawing Preparation (Final Design)

The Consultant shall prepare construction drawings for approximately 4150 lineal feet (from ex. termini north of Costco to the 54th Street corridor) of 24-inch sanitary trunk sewer main improvements. Preliminary plan sheet layout shall generally consist of the following:

- Title Sheet (1)
- Details and Typical Sections (1)
- Tabulations of Project Quantities and General Notes (1)
- Plan & Profile Sheets (4)
- Survey Reference Information (1)
- Erosion Control/Pollution Prevention Plan (1)

The Consultant shall prepare an “initial” Storm Water Pollution Prevention Plan (SWPPP) for the project, submit the Notice of Intent and General Permit #2 to the Iowa DNR. The City shall be responsible for implementation/monitoring. The Consultant shall also prepare and submit the Iowa DNR sanitary sewer construction permit application on behalf of the City of Ankeny.

The Consultant shall prepare and submit preliminary, check and final plans during design development. A construction cost opinion shall also be prepared at each milestone submittal. The estimates shall be based on engineering judgment and do not represent a guarantee of the actual construction costs.

Task 7 – Permanent/Temporary Sanitary Sewer Easement Plat

The Consultant shall prepare up to two permanent sanitary sewer easement plats and two temporary construction easement plats for the final design portion of the project (approximately 4000 lineal feet). Easement plats shall be prepared using industry standard procedures and suitable for recording at the County courthouse. The Consultant understands the City will provide a “standard” permanent and temporary easement verbiage document to coincide with each plat document.

Task 8 – Project Manual Preparation

The Consultant shall prepare a project manual that consists of the City of Ankeny front end contract documents modified to support the Trunk Sewer Construction project. The SUDAS technical specifications and Ankeny supplemental specifications shall be referenced for construction and soils information shall be included in the appendix.

Task 9 – Bidding Services/Construction Letting

The Consultant shall advertise the project for the construction letting and handle all plan distribution to potential bidders via Quest CDN. The Consultant shall attend one public letting for the project. Once bids are open, the Consultant will confirm the as-bid prices, prepare a bid tabulation and recommend award of contract to the City, if applicable.

IV. TIME OF BEGINNING AND COMPLETION

Work under this Contract to be performed by the Consultant for the Owner shall commence immediately upon execution of this Agreement by both the Consultant and the Owner. This fully executed Agreement will authorize the Scope of Services in Section III. The intent of the Owner and the Consultant is to complete the final design of the Otter Creek Trunk Sewer Extension – Phase 4 project by Fall/Winter 2023, bid the project in Jan/Feb. 2024, and construct the project during the 2024 or 2025 construction season.

Following is a general timeline for the trunk sewer plans anticipated for the project:

Preliminary Plans	June – July 2023
Check Plans	August – Sept. 2023
Final Plans	Sept – Oct. 2023
Letting	Jan.-Feb. 2024

The schedule is intended to be target dates for tasks identified. Consultant (or their sub-consultants) is not responsible/liable for schedule delays outside of their control, including but not limited to access to project site, unanticipated site conditions, weather, etc.

V. FEES AND PAYMENTS

A. Fees

The Owner shall pay the Consultant for engineering services rendered under this Contract an amount based on the Consultant's labor costs and direct labor cost burden. The Consultant-incurred reimbursable expenses will be passed through directly to the Owner. A definition of each of the above follows:

1. Labor costs – salary and wages paid to all personnel engaged directly on the project including, but not limited to, engineers, project managers, planners, surveyors, designers, CADD technicians, estimators, observers, other technical personnel, typists and administrative staff.
2. Labor cost burden – customary and statutory benefits including, but not limited to, social security and Medicare contributions, unemployment taxes, excise and payroll taxes, workers compensation, health, pension and retirement benefits, sick leave, vacation and holiday pay applicable hereto.
3. Reimbursable Expenses – these costs are in addition to labor cost and labor cost burden, and are those expenses necessary to fulfill the terms of this Contract. They may include transportation and subsistence, reproduction, postage, photography and printing, computer services and miscellaneous costs. The Consultant shall submit with each monthly invoice a detailed listing of reimbursable expenses incurred.

The total engineering fee under this Contract shall be based on an hourly rate. The Owner will be furnished copies of the Consultant's subcontracts. All reimbursable expenses shall be billed as "pass-through" and are part of the maximum not-to-exceed amount (unless specifically noted).

The sum to be paid to the Consultant for tasks (Tasks 1 thru 9 inclusive) in Section III, Scope of Services of this Contract, shall be a maximum not-to-exceed fee of \$ 148,500 (One Hundred Forty-eight thousand five hundred and no/100 dollars).

B. Payments

Payments for the Consultant's engineering services shall be made monthly upon presentation of the Consultant's statement of services rendered on Owner's form.

Upon receipt of the invoice and review/approval by the Owner, the Owner shall promptly pay the Consultant for the engineering services rendered as indicated on the invoice. Invoices are due thirty (30) days from date of invoice.

VI. **INSURANCE**

The Consultant shall maintain insurance to protect the Consultant from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the Consultant is legally liable. The minimum amounts and extent of such insurance is as follows:

- | | | |
|----|------------------------|--|
| 1. | Professional Liability | \$ 2,000,000 |
| 2. | Vehicle Coverage | \$ 1,000,000 liability
\$ 5,000 medical
\$ 1,000,000 uninsured |
| | Property Damage | \$ 1,000,000 each accident |
| 3. | Workmen's Compensation | \$ 100,000 each accident |
| 4. | General Liability | \$ 1,000,000 each occurrence
\$ 2,000,000 aggregate |

VII. **MISCELLANEOUS PROVISIONS**

A. Use of Documents

All documents, including drawings, specifications, and electronic media prepared or furnished by the Consultant (and the Consultant's subsidiaries, independent professional associates, and sub consultants) pursuant to this Contract shall be the property of the Owner. Such documents are intended as instruments of service, as such, these documents are not intended or represented to be suitable for use or reuse by the Owner or others to complete the project, or for extensions of the project, or on any other project without written consent of the Consultant. Any use or reuse by the Owner will be at the Owner's sole risk, and without liability or legal exposure to the Consultant or to the Consultant's subsidiaries, independent professional associates, and sub consultants. The Owner agrees to defend, indemnify, and hold harmless the Consultant from any and all costs, expenses (including reasonable litigation costs), fees, losses, claims,

demands, liabilities, suits, actions, and damages whatsoever arising out of such reuse or alteration by the Owner or liaisons acting through the Owner. Upon completion or other termination of this Contract, the Consultant shall deliver to the Owner machine reproducible copies of any and all materials pertaining to this Contract. For calculations, etc. on letter or legal size sheets, the copies shall be of a type possible to reproduce on a Xerox-type copier. For maps, drawings, sketches, plans, etc. not on such letter or legal size sheets, a photographically reproduced print shall be provided as the machine reproducible copy mentioned above. No sheets shall exceed 11"x 17". The Consultant shall also provide CAD file in AutoCAD format upon completion of this Contract. The CAD file must be georeferenced to State-Plane Coordinates (NAD83 / Iowa South) and Sea Level Elevation (NAVD88) and contain the following information:

1. All utility pipe linework and points for structures and appurtenances, including manholes, intakes, cleanouts, aprons, hydrants, hydrant valves, mainline valves, and water shut offs (curb stops).
2. All pavement linework, including back of curb, driveways, sidewalks, trails, and shared use paths.
3. All right-of-way lines, property lines, existing easement lines, and proposed easement lines per original scope of boundary and topographic survey.
4. Streetlight poles, traffic signal poles, controller cabinets, handholes, and street trees, when applicable.

The Consultant's reuse of designs under this Contract is prohibited unless authorized by the Owner.

B. Changes in the Scope of Work

When there is a substantial change in the scope, complexity, or character of the work performed, or if the Owner requests the Consultant to alter the completion dates established, the specified fee as listed under Section V of this Contract will be reappraised. If the Consultant believes that he/she has been asked to perform work beyond the Scope of Services covered by this Contract or by a supplemental agreement hereto, he/she shall promptly notify the Owner, in writing, of his/her intention to make claim for such extra compensation. The Consultant shall not proceed with any such work until a supplemental agreement is fully executed, or written intent of said execution is provided.

C. Delays

The Consultant shall notify the Owner in writing of any unusual delay, including the reason therefore, to his/her normal progress in completing the work under this Contract, either actual or prospective, and request an appropriate extension of time. Authorization for the time extension will be

at the discretion of the Owner. If completion of the Consultant's work is delayed by events beyond the control of the Consultant, the established engineering fees and schedules of completion will be subject to review upon request by the Consultant to the Owner, accompanied by adequate substantiating data to justify a change.

D. Suspension and Termination of Contract

1. In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the Owner and the survivors.
2. The right is reserved by the Owner to terminate this Contract at any time, upon not less than fourteen (14) days written notice to the Consultant. The Consultant may also terminate this Contract on fourteen (14) days written notice.
3. In the event the Contract is terminated by the Owner without fault on the part of the Consultant, the Consultant shall be paid for work performed and delivered up to the date established in the termination notice.
4. The right is reserved by the Owner to suspend this Contract at any time. Such suspension may be affected by the Owner by giving the Consultant written notice, and will be effective as of the date established in the suspension notice. Payment of the Consultant's services will be made by the Owner for services performed to the date established in the suspension notice in accordance with Paragraph 3 above.
5. Should the Owner wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of one (1) year after such suspension, unless this period be extended by written consent of the Consultant.

E. Disputes

All claims, disputes, and other matters in question between the parties of this Contract arising out of or relating to this Contract or the breach thereof shall be initiated in the District Court for Polk County, Iowa, if the parties are unable to resolve such claims, disputes, or other matters in question by negotiation.

F. Responsibility for Claims and Liability

The Consultant shall indemnify and hold harmless the Owner from any and all claims and liabilities due solely to any negligent acts, errors, or omissions of the Consultant, its members, employees, or agents.

G. General Compliance With Laws

The Consultant shall comply with federal, state, and local laws and ordinances applicable to the work as defined in Section III.

H. Subletting, Assignment, or Transfer

Subletting, assignment, or transfer of all or part of the interest of the Consultant is prohibited unless written consent is obtained from the Owner.

I. Forbidding the Use of Outside Agents

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

J. Employment of the Owner's Personnel

The Consultant shall not engage the services of any person or persons then in the employ of the Owner for work covered by this Contract without the written consent of the employers of such persons.

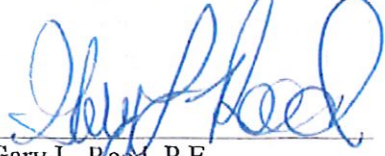
This Contract expresses the entire agreement between the parties, and no representations, promises, or warranties have been made by either of the parties that are not fully expressed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

OWNER
CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

CONSULTANT
CIVIL DESIGN ADVANTAGE



Gary L. Reed, P.E.
President

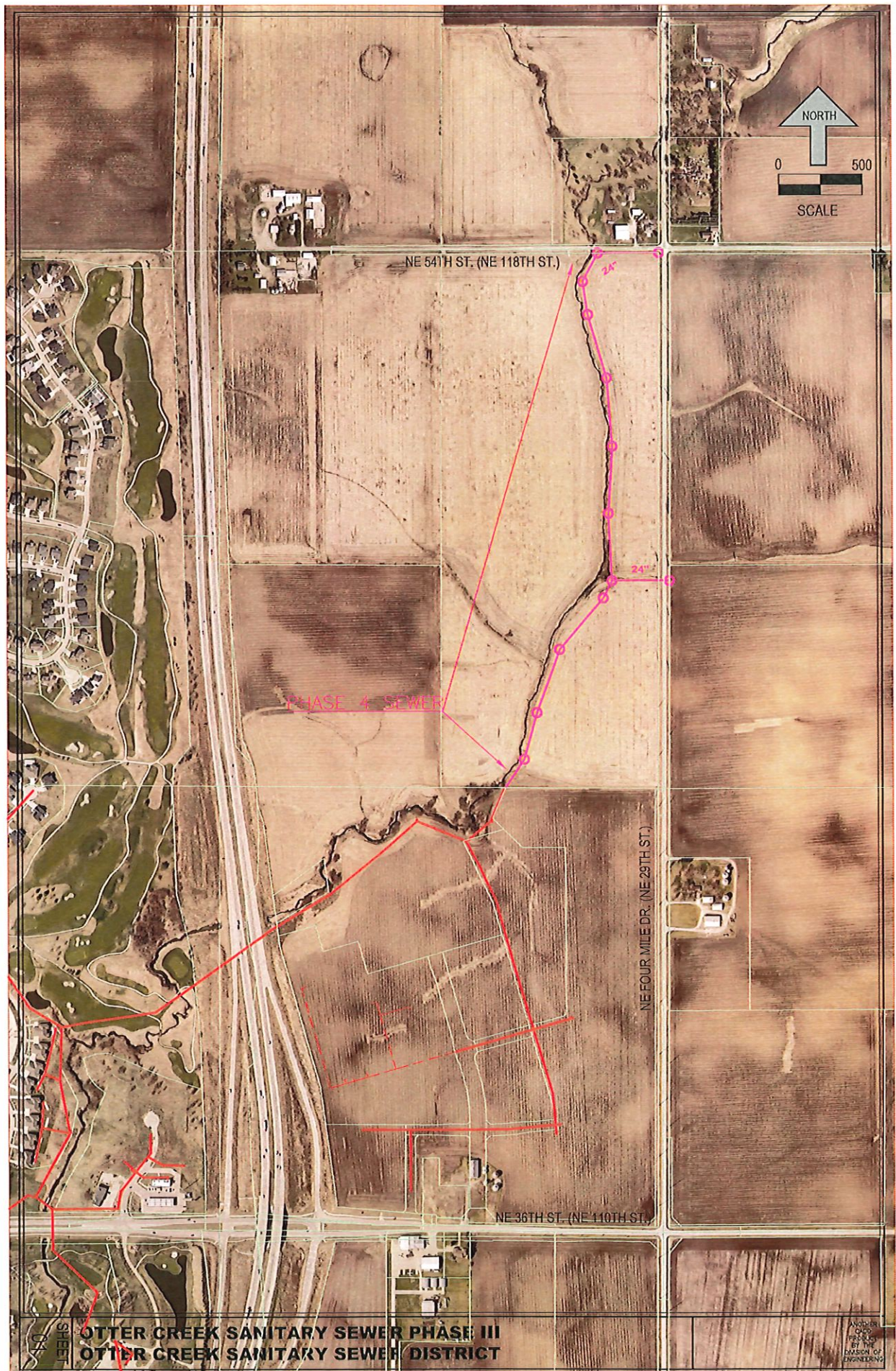
ATTEST:

Michelle Yuska, City Clerk

Exhibit "A"

**Standard Fee Schedule
2022-2023
Civil Design Advantage, LLC**

<u>Classification</u>	<u>Billing Rate</u>	<u>Unit</u>
Principal / Senior Engineer	\$198 /	hour
Principal / Senior Land Surveyor	\$198 /	hour
Senior Engineer	\$189 /	hour
Engineer 8	\$172 /	hour
Engineer 7	\$161 /	hour
Engineer 6	\$149 /	hour
Engineer 5	\$138 /	hour
Engineer 4	\$126 /	hour
Engineer 3	\$114 /	hour
Engineer 2	\$102 /	hour
Engineer 1	\$94 /	hour
Senior Technician	\$147 /	hour
Technician 8	\$134 /	hour
Technician 7	\$124 /	hour
Technician 6	\$113 /	hour
Technician 5	\$104 /	hour
Technician 4	\$93 /	hour
Technician 3	\$81 /	hour
Technician 2	\$70 /	hour
Technician 1	\$58 /	hour
Senior Project Manager	\$184 /	hour
Project Manager 8	\$171 /	hour
Project Manager 7	\$155 /	hour
Project Manager 6	\$147 /	hour
Project Manager 5	\$139 /	hour
Project Manager 4	\$129 /	hour
Administrative 3	\$92 /	hour
Administrative 2	\$71 /	hour
Administrative 1	\$48 /	hour
Mileage	Current IRS Rate /	mile
Plots (Black & White)	\$1.75 /	sheet
Plots (Color)	\$35 /	sheet
Mylar Plots	\$15 /	sheet
Copies (Black & White)	\$0.10 /	page
Copies (Color)	\$0.75 /	page





STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Otter Creek Sewer Phase III **PN:** 231224
PROJECT ADDRESS: NE 54th Street and NE Four Mile Drive
Ankeny, Iowa
CLIENT: Civil Design Advantage
ADDRESS: 4121 NW Urbandale Drive
Urbandale, Iowa

SCOPE: Geotechnical Exploration - Mobilization with all-terrain drilling equipment, utility locations (Iowa One Call), drill and sample 9 soil borings 20 to 25 feet deep (205 feet total), laboratory testing, engineering analysis, and written report.

COMPENSATION TERMS: Total cost for above scope of services will be \$8,750.00. Boring depths can be adjusted at a rate of \$26.00 per lineal foot. If the site is truck accessible and the farmer is not worried about rutting, then \$380.00 per day (2 days max) will be deducted from the above cost. Consultation subsequent to completion of report will be billed at current engineering rates. CDA to stake the boring locations at the site prior to utility locations and drilling, the costs of which are not included in the above fee.

REMARKS: Field exploration could be scheduled to be conducted within one to two weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one to two weeks later with the written report. Location of private utilities and service lines (if any) are the owner's responsibility and should be properly marked prior to the drill crew arriving at the site. The City would be responsible to reimburse the farmer for any crop damage that may occur if the crops are planted prior to drilling.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

ACCEPTED FOR CLIENT

By: _____
Stacy G. Brocka, P.E.
Title: Principal Engineer
Date: April 26, 2023

By: _____
Printed Name
Title: _____
Date: _____

PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!

1. PARTIES AND SCOPE OF WORK: Allender Butzke Engineers (hereinafter referred to as "ABE") shall perform the work as set forth in ABE's proposal, the client's acceptance thereof if accepted by ABE and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ABE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of ABE's work. ABE shall have no duty or obligation to any third party greater than that set forth in ABE's proposal, client's acceptance thereof and these General Conditions. ABE may issue a third party reliance letter to a party the client identifies in writing provided ABE solely determines that the report is still reliable and that the third party, its successors, assigns, and agents agree in writing to these General Conditions and agree to pay ABE the greater of either 10 percent of the contract amount or \$250.00 for issuing the reliance letter. The ordering of work from ABE shall constitute acceptance of the terms of ABE's proposal and these General Conditions.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by ABE or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ABE's recommendations. No claims for loss, damage or injury shall be brought against ABE by client or any third party unless all tests and inspections have been so performed and unless ABE's recommendations have been followed. Client agrees to indemnify, defend and hold ABE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ABE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of ABE, its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF WORK: The services set forth in ABE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by ABE personnel at the prices quoted. If ABE is required to delay commencement of the work or if, upon embarking upon its work, ABE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ABE, additional charges will be applicable and payable by client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for ABE to perform the work. ABE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, ABE has not included in its fee the cost of restoration of damage which may occur. If client desires or requires ABE to restore the site to its former condition, upon written request ABE will perform such additional work as is necessary to do so and client agrees to pay ABE the cost thereof.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that he has advised ABE of any known or suspected hazardous materials, utility lines and pollutants at any site at which ABE is to do work hereunder, and unless ABE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save ABE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ABE's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to ABE by client.

6. RESPONSIBILITY: ABE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ABE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ABE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. ABE has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of ABE's report.

8. PAYMENT: Client shall be invoiced as work is completed and reported, either periodically or at end of project. Client agrees to pay each invoice within

thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay ABE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ABE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein ABE waives any rights to a mechanics' lien, or any provision conditioning ABE's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that ABE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ABE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

9. STANDARD OF CARE: ABE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, ABE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. STATEMENTS MADE IN ABE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

10. LIMITATION OF LIABILITY: SHOULD ABE OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ABE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ABE, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO \$50,000.

11. INDEMNITY: Subject to the foregoing limitations, ABE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of ABE's negligence to the extent of ABE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against ABE, the party initiating such action shall pay to ABE the costs and expenses incurred by ABE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ABE shall prevail in such suit.

12. TERMINATION: This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, ABE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place ABE's files in order and/or protect its professional reputation.

13. WITNESS FEES: ABE's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay ABE's legal expenses, administrative costs and fees pursuant to ABE's then current fee schedule for ABE to respond to any subpoena.

14. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring ABE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

15. PROVISIONS SEVERABLE: In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

16. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



EXHIBIT 'D'

PO BOX 227
315 W Cherry St., Ste. 4, North Liberty, IA 52317
515.473.6256 · info@impact7g.com
www.impact7g.com

Professional Services Agreement (PSA)

Project:	Otter Creek Sewer – Phase 4		
Property:	Ankeny, Iowa	Date:	4/26/2023

Client:	Civil Design Advantage		
Contact:	Gary Reed		
Address:	4121 NW Urbandale Drive		
City/State/Zip:	Urbandale, Iowa 50322		
Phone:	515-369-4400		
Email:	GaryR@CDA-eng.com		

AGREEMENT made this twenty-sixth day of April, 2023, by and between the service provider, Impact7G, Inc. ("Impact7G") and Civil Design Advantage ("Client").

WHEREAS, the Client intends to engage the services of Impact7G to: provide professional environmental services.

WHEREAS, Impact7G agrees to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Project**

Impact7G agrees to complete a wetland delineation, threatened and endangered species preliminary survey, and provide wetland permitting and regulatory coordination services for an approximately 4000-foot length of proposed sanitary sewer project within Ankeny, Iowa.

2. **Scope of Services**

Wetland Delineation

A full wetland delineation will be completed during the growing season. A wetland delineation is typically considered valid by U.S. Army Corps of Engineers for a period of 5 years. Impact7G will identify existing wetlands and streams throughout the project area, documenting their vegetation communities, hydrology and soils using the routine onsite determination method defined in the U.S. Army Corps of Engineers Wetland Delineation Manual (Environmental Laboratory, 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (USACE, 2010). All wetland areas and types will be documented to GIS with map, shapefile, and location information provided in digital formats. If field access allows, we will use a small ATV to navigate the site. The wetland investigation will include:

- Wetland Field Delineation:
 - Determine if the project will impact any of the following:
 - Hydric soils
 - Hydrophytic vegetation
 - Areas with wetland hydrology
 - Wetlands
 - Other Waters of the U.S. and/or the State (Streams, tributaries, ponds, other)
 - Survey wetland boundaries with a handheld GPS unit providing sub-meter accuracy.
 - Add survey information to GIS base map.
- Rapid Stream Assessment
 - Any stream or tributary waterways with potential for regulatory jurisdiction will be documented, including:
 - Stream type
 - Priority waters
 - Existing functional conditions
 - Stream classification indicators such as the Ordinary High Water Mark
- Wetland Delineation Report: The report shall include:
 - A narrative of work done and wetland areas/other waters found.
 - General and detailed maps showing the boundaries of the wetlands in relation to the proposed project.
 - Delineation data sheets.
 - GIS shapefile and/or georeferenced AutoCAD 2018 file of wetland areas and other waters.
 - Report content and format appropriate for regulatory submission and permitting related to Section 404, U.S. Clean Water Act and Section 401, Iowa Water Quality Certification.

Desktop Review for Threatened or Endangered Species

For any federal involvement, including the requirements of Section 404 wetland permitting, coordination is required with the agencies for possible impacts to Threatened and Endangered Species under the U.S. Endangered Species Act of 1973. This desktop review is intended for early identification of known species or habitat that may require additional review prior to permitting and construction.

- A request for Environmental Review for the project area will be submitted to Iowa Department of Natural Resources to ascertain the known presence of any protected species within the project vicinity.
- An official IPaC species list based on project area will be generated from the local U.S. Fish and Wildlife Service office through the USFWS ECOS website.
- A report documenting official lists and correspondence will be provided for use in project planning and environmental permitting.

Wetland Regulatory Coordination & Permitting (Nationwide or Regional General Permit)

- Impact7G will provide regulatory agency coordination and Client consultation regarding permitting impacts to potentially regulated waters of the U.S., if found to be present.
 - Coordination will involve direct communications with regulatory personnel to determine extent of surveys or other information required to move forward expeditiously and ultimately complete the permitting process.
 - Consultation will assist the client in identifying opportunities to avoid and minimize wetland impacts/permitting needs, while maximizing development objectives, and applying for applicable permits. This may include preparation and submittal of a Joint Application to Iowa DNR and U.S. Army Corps of Engineers for wetland mitigation

including a wetland mitigation plan that utilizes wetland mitigation bank credits, if needed, to offset proposed wetland impacts.

- Note: If an Individual Permit (as opposed to a Nationwide Permit or Regional General Permit) is required, Impact7G will provide coordination services on an hourly basis plus expenses beyond the contract amount herein. A max estimated cost will be provided upon client request. Typical services cost range for an individual permit is \$5,000 - \$25,000.

Assumptions:

- 1) Waters of the U.S. have not been previously impacted as part of the proposed project and the Client is not currently in violation of the Clean Water Act.
- 2) Wetland and T&E Field work is typically completed during the growing season from May 1 – October 1. If work must be completed outside of the growing season, findings may be considered preliminary until an additional site visit (beyond contract scope) can be completed during the growing season for verification of dominant vegetation, per USACE requirements. Additional cost may apply.
- 3) Weather and field conditions will be adequate & appropriate for the completion of the plant and soil survey portion of the wetland delineation.
- 4) Project areas currently in use for agricultural row-crop production cannot be more than 3 feet in height at the time of delineation to be considered appropriate field conditions. The presence of row crops, or any other crops, greater than 3 feet in height may necessitate excessive field times beyond contract scope. Additional cost may apply.
- 5) Within the project area, the ground will be able to be penetrated by a standard shovel and/or 1-inch soil probe. Frost must be less than 1 inch thick and snow cover will be less than 3 inches.
- 6) Any compensatory wetland mitigation would be completed through the purchase of wetland mitigation credits.
- 7) Proposed cost for Regulatory Coordination Services is an estimate based on those typically required for successful application for a U.S. Army Corp of Engineers Nationwide or Regional General Permit, including application, regulatory coordination, and with any compensatory mitigation completed through purchase of wetland mitigation bank credits (credit cost not included). Client understands that the proposed professional services fee herein is an estimate and may need to be changed, upon Client approval, if additional coordination is required by the Client or regulatory agency requests.

Exclusions:

- 1) To minimize cost, no planning, kick-off, or other in-person meetings are budgeted for in this proposal.
- 2) Wetland Mitigation Plan: Mitigation is often required under Section 404 for stream impacts and wetland impacts greater than 1/10th of an acre. The extent of the mitigation required depends upon the type and the amount of wetland proposed to be impacted.
- 3) Development of permittee-responsible (onsite) wetland mitigation options.
- 4) Preparation or submission of the Iowa Joint Application or applications for State or Federal Permits, unless specified above.
- 5) A biological assessment. (BA)
- 6) A conservation/mitigation plan.
- 7) Additional Staking and/or Surveying.
- 8) Additional services related to application for a U.S. Army Corp of Engineers Individual Permit, such as a request for Approved Jurisdictional Determination (additional costs may apply).
- 9) Permittee Responsible Wetland Mitigation Plan or any other wetland mitigation planning not specifically included above: Mitigation is often required under Section 404 for stream impacts and

wetland impacts greater than 1/10th of an acre. The extent of the mitigation required depends upon the type and the amount of wetland proposed to be impacted.

10) Development of permittee-responsible (onsite) wetland mitigation options.

11) Purchase cost of mitigation credits is paid by Permittee to mitigation banks directly and is not a part of this proposal.

3. **Impact7G Responsibilities** Impact7G hereby agrees to:

- (i) Provide the professional services as set forth in this Agreement; and
- (ii) Perform said services 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.

4. **Client Responsibilities** Client hereby agrees to:

- (i) Provide a knowledgeable representative of the Property, who will be available to coordinate all on-site work; and
- (ii) Provide unrestricted access to the Property for Impact7G to perform the services; and
- (iii) Provide copies of any previously completed reports that may be pertinent to this Project.

5. **Schedule**

The Project will commence immediately upon receipt of the executed Professional Services Agreement (PSA) from the Client. Impact7G anticipates being able to complete the project within approximately four weeks of receiving the PSA.

Tasks	Completion Period
Field Investigations	3 weeks
Wetland & T/E mapping/digital files provided	4 weeks
Wetland & T/E Report	4 weeks

6. **Project Cost, Payment and Termination**

The Client shall pay Impact7G the Lump Sum Cost for completed services for selected task(s) listed below in the performance of this Agreement. Direct costs such as communications, postage, routine printing and copying are not invoiced separately, but are included with the Lump Sum to streamline the accounting process and reduce overhead costs.

Tasks	Cost
Wetland Delineation	\$3,600.00
Desktop Review for Threatened or Endangered Species	\$600.00
Wetland Regulatory Coordination & Permitting (Nationwide or Regional General Permit)	\$1,500.00

Invoices for Impact7G's services will be submitted in monthly increments and/or upon project completion. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Impact7G may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services.

7. **Work Product** All field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Impact7G as instruments of service and/or used in the preparation of the final project deliverables shall remain the property of Impact7G.

All project documents including, but not limited to, plans and specifications furnished by Impact7G under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by Impact7G, shall be at the Client's sole risk, and Client shall defend, indemnify and hold harmless Impact7G from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Impact7G, and Impact7G makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Impact7G be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, Impact7G 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 Impact7G in electronic form only for information and use by Client for the specific purpose for which Impact7G 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 Impact7G without Impact7G's expressed 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 Impact7G harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

8. **Project Site** The Client agrees to use good faith efforts to maintain a safe Project site for Impact7G staff and, as applicable, subcontractors and assigns. Such good faith efforts shall include, but not exhaustive, ensuring that Project site is free and clear of any imminent hazards that pose a direct and immediate danger to any such individual potentially affected.

9. **Claims and Disputes** 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 Impact7G. Impact7G'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 Impact7G because of this Agreement or the performance or nonperformance of services hereunder. The Client and Impact7G 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.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Impact7G unless the Client has first provided Impact7G with a written certification executed by an independent professional currently practicing in the same discipline as Impact7G and licensed in the State in which the claim arises.

10. **Limited Liability** The Client agrees, to the fullest extent permitted by law, to limit the liability of Impact7G and Impact7G's officers, directors, partners, employees, shareholders, owners and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever

or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Impact7G and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

11. **Mediation** In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Client and Impact7G 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 Impact7G 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.

12. **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 prevailing party. 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.

13. **Controlling Law** This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

14. **Assignment** Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

This agreement is approved and accepted by the Client and Impact7G upon both parties signing and dating the agreement. The effective date of the agreement shall be the last date entered below.

Civil Design Advantage

Impact7G, Inc.

Accepted by: _____

Project
Manager:



Printed/
Typed Name: _____

Printed/

Typed Name: Will Downey, PWS

Title: _____

Date: 4/26/2023

Date: _____

Project Location Map

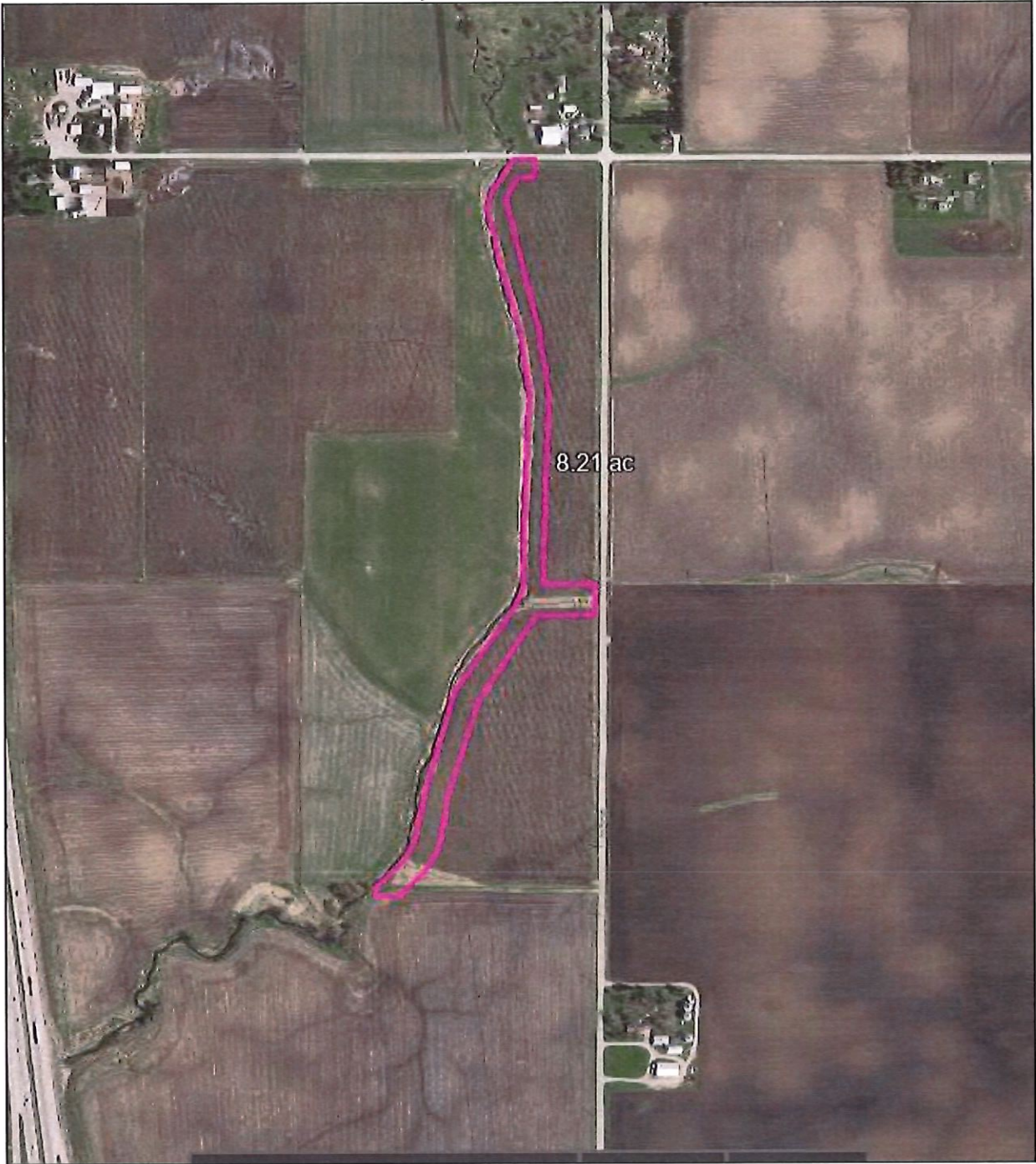


Exhibit “E”

Additional Services

The following is a list of services not included in the current scope of services or compensation. This list is provided to further define the agreement scope. The list includes, but is not limited to:

- Phase I Environmental Site Assessment Services
- Additional Topographic or Boundary Survey other than specified
- Wetland Mitigation Services
- Monitoring of a Storm Water Pollution Prevention Plan (SWPPP)
- Submittal/Permitting Fees
- Subdivision Platting
- Site Plan Preparation
- Traffic Studies
- Structural Engineering
- Lift Station Design
- Significant/Global Slope Stability Design
- Technical Specification Preparation (Refer to SUDAS)
- Franchise Utility Design
- Color Renderings
- Construction Related Services
- Attendance at Pre-Construction Meeting
- Shop Drawing Review
- Construction Staking
- Construction Administration
- Construction Observation
- Extra Service items identified within sub-consultant agreements



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed South Ankeny Boulevard Improvements - SE Peterson Drive to 1st Street

Professional Services Agreement with Snyder & Associates, Inc.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Snyder & Associates, Inc. for the conceptual and preliminary design engineering services needed for the South Ankeny Boulevard Improvements - SE Peterson Drive to 1st Street project.

The purpose of the project is to reconstruct South Ankeny Boulevard from approximately 300 feet south of SE Peterson Drive to 1st Street. Existing South Ankeny Boulevard in this area is an urban four-lane undivided U.S. Highway. The project proposes to reconstruct South Ankeny Boulevard into a new urban four-lane divided boulevard highway with raised medians along with auxiliary turn lanes at the major intersections. The proposed improvements will improve traffic mobility and safety along the corridor.

The conceptual and preliminary design of the project needs to be undertaken at this time so that the project schedule can be maintained. The project will also require coordination with the Iowa DOT due to the project's location being a U.S. Highway within the Iowa DOT's right-of-way.

The Public Works Department proposes to use Snyder & Associates, Inc. to complete the necessary conceptual and preliminary design engineering services for the project, including topographic survey, base mapping, a corridor traffic study, a Traffic Safety Improvement Program (TSIP) application, preliminary utility coordination, streetlighting analysis, and submittal of both Preliminary Design and Construction Plans (30% complete) and also Right-of-Way Design and Construction Plans (60% complete) to the City of Ankeny and the Iowa DOT. Additional Services that are part of this agreement include roadway and environmental geotechnical investigation, Phase 1 environmental site assessment, and cultural resources evaluation.

Snyder has completed similar engineering services previously for the City, including the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project being constructed in 2023 and 2024, and they have extensive experience working with the City and the Iowa DOT on these types of projects. The scope of the conceptual and preliminary design engineering services, along with the corresponding fees for these services, are shown in the attached Professional Services Agreement. The total fee for the conceptual and preliminary design engineering services is \$497,700.00.

Upon successful completion of the conceptual and preliminary design, this Agreement will be amended to include the final design engineering services.

This project will be bid through the Iowa DOT letting process. It is anticipated that the project will be bid in the summer or fall of 2025 for construction beginning in 2026.

It is recommended that the City Council approve the Professional Services Agreement with Snyder & Associates, Inc.

FISCAL IMPACT: **No**

This project is included in the City of Ankeny's 2023-2027 Capital Improvement Program for design in 2023 and 2024, right-of-way acquisition 2025 and construction beginning in 2026.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Snyder & Associates, Inc. for the conceptual and preliminary design engineering services on the South Ankeny Boulevard Improvements - SE Peterson Drive to 1st Street project in an amount not to exceed \$497,700.00 and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the Professional Services Agreement with Snyder & Associates, Inc. for the conceptual and preliminary design engineering services on the South Ankeny Boulevard Improvements - SE Peterson Drive to 1st Street project in an amount not to exceed \$497,700.00 and authorize the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Professional Services Agreement



STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form-modified)

NOW ON THIS 15th day of May, 2023, **Snyder & Associates, Inc.**,
2727 SW Snyder Blvd., P.O. Box 1159, 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: South Ankeny Boulevard Improvements – SE Peterson Drive to 1st Street
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 C Standard Fee Schedule

Exhibit B Insurance Requirements

Exhibit D Project 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)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

By: _____
(Authorized agent)

(Printed or typed signature)

Mark A. Land, P.E., CFM
(Printed or typed signature)

Route executed copy to: Andy Burke

Exhibit A

Scope of Services

SOUTH ANKENY BOULEVARD IMPROVEMENTS – SE PETERSON DRIVE TO 1ST STREET

I. SCOPE OF WORK

A. PROJECT DESCRIPTION

Professional shall provide Professional Services as required to complete the preparation and assembly of the Project through Iowa DOT's D5 submittal, as described hereinafter as follows:

1. Perform a traffic study to identify intersection geometry, lane configuration needs, turn lane lengths, and access management recommendations. This information will be reviewed with the Client and Iowa DOT for approval.
2. Replacing the existing traffic signal at South Ankeny Boulevard and 3rd Street with a new permanent traffic signal. Modifications to and/or replacement of the existing traffic signal at Ankeny Boulevard and 1st Street, as determined by the traffic study.
3. Design for reconstructing South Ankeny Boulevard from an urban four-lane undivided section to an urban four-lane divided boulevard section with raised medians along with auxiliary lanes at major intersections. Based on the Traffic Operations and Safety Study dated August 2020 the following auxiliary lane improvements are anticipated: southbound left turn lane at SE Peterson Drive, northbound right turn lane at SE Peterson Drive, northbound and southbound left turn lanes at 3rd Street, northbound right turn lane at SE 3rd Street, and northbound left turn and right turn lane at 1st Street. Reconstruction limits along South Ankeny Boulevard will be from approximately 300' south of SE Peterson Drive to 1st Street. Reconstruction limits along SE Peterson Drive will be approximately 300' east of South Ankeny Boulevard. Reconstruction limits along SW 3rd Street will be approximately 300' west of South Ankeny Boulevard. Reconstruction limits along SE 3rd Street will be coordinated with the Client during design but are anticipated to be within 150' of South Ankeny Boulevard. Updated traffic counts were completed in December 2022 that will be utilized to perform the traffic study mentioned in Item #1 above. These results may change the recommendations for auxiliary lane improvements noted in the August 2020 study.
4. Design for an 8' wide sidewalk along the west side and a 5' wide sidewalk along the east side of South Ankeny Boulevard within the Project limits.
5. Design for new storm sewer under the new pavement along South Ankeny Boulevard within the Project limits. Professional shall coordinate with the Client's current construction project along SE 3rd Street.
6. Design for new sanitary sewer along South Ankeny Boulevard within the Project limits and outside the new pavement with the intent to continue sanitary sewer

replacement with a future project south of SE Peterson Drive. Professional shall coordinate with Client's current construction project along SE 3rd Street.

7. Design for new water main along South Ankeny Boulevard within the Project limits and outside the new pavement with the intent to continue water main replacement with a future project south of SE Peterson Drive to SW Ordinance Road. Professional shall coordinate with Client's current construction project along SE 3rd Street.
8. The Project will be developed with the understanding that it will be let through the Iowa DOT Contracts Bureau and final design services will be performed at a later date under a Supplemental Agreement. The Project will be developed on the Iowa DOT Projectwise site.
9. Construction staking, administration, observation, and final Project acceptance will be performed under a Supplemental Agreement.
10. It is understood that the Iowa DOT will perform boundary survey, right-of-way design, platting, acquisition services, and all other right-of-way-related services.

B. PRELIMINARY PROFESSIONAL SERVICES

Professional will provide the Preliminary Professional Services as follows.

1. TOPOGRAPHIC SURVEY AND BASE DRAWINGS

All preliminary survey shall meet the requirements of the "November 2010, Office of Design, English Preliminary Survey Specifications" and "Specifications for Targeting Ground Control Points for Photogrammetry".

- a. Professional shall contact all potentially impacted property owners. This will include sending a letter to each potentially impacted property owner identifying the scope of work, and the timeline surveyors may enter the property. If entry is not allowed, Professional shall notify "Survey Manager, Design Bureau" with the name of the property owner to discuss other options.
- b. Survey horizontal datum shall be established as needed at control points on the Project relative to IaRCS Zone 8. The survey will include horizontal control information relating the survey datum to a minimum of one project as built benchmark and a minimum of one National Geodetic Survey Benchmark within 6 miles of the Project location, provided they exist.
- c. Survey vertical datum will be relative to NAVD88 (Geoid 12b) and will relate the survey datum to two National Geodetic Survey Benchmarks within 2 miles of the Project location, provided they exist.
- d. Professional shall obtain what is considered a "Full Field Survey" within the area shown on Exhibit D - Project Location Map. The rules for this

agreement shall be for Professional to survey all hard objects including, but not limited to, roadways, bridges, drainage structures, and utility structures. Ground features included are all break lines outside shoulder to outside shoulder, top back slope break line, all drainage feature break lines such as draws, side ditches, banks, stream beds, edges of rivers, ponds and pond beds.

- e. The Iowa DOT shall provide existing plans or as-builts for roadways, existing bridges and culverts within the identified survey corridor.
- f. Professional shall utilize the Iowa Real-Time Network (RTN) as the primary method of collecting data on soft surfaces only. Hard surface data collection will be obtained by utilizing a Real-Time Kinematic (RTK) positioning base station on a primary control station or by utilizing secondary control in association with total station observations. A report shall be provided to the Client and Iowa DOT on what types of checks and balances were observed for quality assurance.
- g. Professional will require all field personnel to wear the ANSI 107 Class 2 safety apparel while occupying the state right-of-way.
- h. Professional shall place an Iowa One-Call Design Locate request. If the utility company locators do not cooperate, Professional will attempt to resolve the issue with assistance from City Staff, if necessary. If the utility company locators still do not cooperate, Professional shall notify "Survey Manager, Design Bureau" via email with the name of the company and one-call confirmation number. The "Survey Manager, Design Bureau" shall then contact said utility office for further assistance.
- i. It is understood that all work needed to locate, calculate, record, and show existing right-of-way lines, property lines, lot lines, section lines, quarter section lines, and U.S. Public Land Corner Certificates will be performed by Iowa DOT.

2. TRAFFIC STUDY AND TSIP FUNDING APPLICATION

Professional will perform a traffic study to evaluate intersection lane configuration needs, as an update to the 2020 US Highway 69 / South Ankeny Boulevard Corridor Traffic Operations and Safety Study (previous study). Services provided will include the following:

- a. Perform 24-hour turning movement traffic counts at the following South Ankeny Boulevard intersections (study intersections), using video methods.
 - i. 1st Street
 - ii. SW 2nd Street
 - iii. S 3rd Street
 - iv. SE Peterson Drive
 - v. SE 8th Street

- b. Prepare 2050 AM, midday, and PM peak hour turning movement traffic forecasts for the study intersections, based on traffic count data and anticipated growth rate.
- c. Perform traffic operations analyses of estimated 2050 AM, midday, and PM peak hour traffic for the four-lane divided boulevard with auxiliary lanes concept identified in the previous study to determine average delays, levels of service, and vehicle queuing. Analyses will utilize and modify initial Synchro files to be provided by the Client.
- d. Evaluate the need for additional right turn lanes at the study intersections per Client's turn lane warrant criteria and consider potential operational and safety benefits and access impacts.
- e. Review existing access along the Project corridor and provide access management recommendations.
- f. Based on analysis results, determine recommended intersection lane configurations and turn lane lengths at the study intersections.
- g. Prepare a draft memorandum summarizing analyses and recommendations. Submit draft memorandum and Synchro files to the Client for review. Finalize memorandum upon receipt of Client comments.

Professional shall prepare a Traffic Safety Improvement Program (TSIP) funding application for the Project. The TSIP application will include the following:

- a. Completed application form.
- b. Project narrative including existing conditions, proposed concept and safety justification.
- c. Graphics including a detailed Project location map, concept design drawing, signal layout drawings and photos.
- d. Itemized breakdown of estimated Project costs with safety-related costs listed separately.
- e. Project development schedule.
- f. Crash data from ICAT.
- g. Safety benefit / cost analysis using Iowa DOT worksheet. Iowa DOT Potential for Crash Reduction (PCR) information for the corridor and intersections will also be reviewed and discussed.
- h. Coordination with the Client and Iowa DOT, and submittal of the completed application to the Client for submittal to Iowa DOT by the August 15, 2023, deadline.

3. CONCEPTUAL DESIGN

The purpose of this phase is to develop the typical sections, set the roadway functional geometry, establish the limits of the raised median construction, determine approximate side road removal limits, and evaluate Project staging and constructability.

- a. Preparation and submittal of the Project Concept Statement to the Client and Iowa DOT for review and comment. Project Concept Statement to follow standard Iowa DOT requirements and show, at a minimum, Project location, Project data, purpose and need, feasible alternates, recommendations, cost estimating, programmed funds, and anticipated Project impacts. It is anticipated that the Traffic Operations and Safety Study dated August 2020 may be referenced within the Project Concept Statement.
- b. Professional shall prepare a conceptual opinion of probable construction costs with 20% contingency for the Project to assist the Client and Iowa DOT on required funding needs.
- c. Professional shall evaluate the construction staging for reconstruction of South Ankeny Boulevard with consideration of utility reconstruction, maintaining through traffic, and maintaining access to property owners and businesses. A summary of findings and recommendations will be provided to the Client and Iowa DOT for review and comment. Professional shall review the future reconstruction layout and staging of South Ankeny Boulevard to the south of SE Peterson Drive. It is anticipated that traffic will need to shift between the northbound and southbound lanes along South Ankeny Boulevard during future reconstruction. Professional will evaluate the limits of the median construction to the south of SE Peterson Drive. Professional will summarize the findings in a technical memorandum for the Client and Iowa DOT's review.
- d. Professional shall evaluate the consolidation of existing access points for property owners and businesses to provide more efficient and safer traffic operations. A summary of findings and recommendations will be provided to the Client and Iowa DOT for review.

C. BASIC PROFESSIONAL SERVICES

Professional will provide the Basic Professional Services as follows.

1. PROJECT ADMINISTRATION AND MANAGEMENT

Professional shall perform the following administrative services during the design of the Project:

- a. Monthly progress reports as requested to the Client.
- b. Monthly billing reports to the Client.

- c. Project coordination for engineering with the Client and Iowa DOT.
- d. Project design review with the Client.
- e. Administer monthly, on average, Project management team (PMT) meetings to review Project development progress.
- f. Preparation for and attendance at one (1) Public Information Meeting (PIM). Professional shall prepare exhibits and other needed documents for the PIM. Exhibits will be prepared ahead of the PIM and submitted to Client and Iowa DOT for review and comment. Professional shall prepare a video illustrating the general Project overview and will include an audio voice-over to assist users with an understanding of Project features and intent. Professional will gather comments from the PIM, prepare meeting notes, and distribute the meeting notes to the Client and Iowa DOT. It is understood that the Iowa DOT will post notices and send notices to affected property owners in advance of the PIM and lead the PIM, and the Client will coordinate a meeting location.
- g. Attend one (1) City of Ankeny City Council Work Session to present the Project.

2. PRELIMINARY UTILITY COORDINATION

- a. Professional will coordinate with the Client, Iowa DOT, and utility companies to discuss the locations of facilities and potential impacts as a result of the Project.
- b. Professional will keep a log of utility discussions that will include primary utility contact, secondary utility contact, phone numbers, email addresses, utility relocation status, and a log of conversations conducted with utility representatives.
- c. Professional will assist the Client and Iowa DOT with holding and facilitating two (2) group utility meetings to present the Project and address specific issues related to existing franchise utilities. Professional will prepare and distribute meeting minutes to all attendees and available utility contacts.
- d. Professional shall assist the Client and Iowa DOT in reviewing of submitted relocation plans by franchise utilities to accommodate the roadway and utility improvements associated with the Project design.

3. PRELIMINARY (D2) DESIGN AND CONSTRUCTION PLANS (ROADWAY AND UTILITIES)

Professional shall perform preliminary design work necessary to further define the Project scope and order of magnitude construction costs for the Project. Preliminary design and plan preparation will be through the Iowa DOT's D2

(Field Exam) submittal. This task will develop the plans to a 30% complete level and follow the Iowa DOT's Design Manual and Standard Specifications. Services are to include:

- a. A design criteria memorandum will be prepared for this Project to establish the basis for design parameters. Iowa DOT Design Criteria Worksheets will be prepared and submitted. Anticipated elements presented within the design criteria include, but are not limited to, typical section(s), posted and design speed, horizontal and vertical curve data, stopping sight distance, intersection radius, design vehicles, storm sewer design, sanitary sewer design, water main design, possible fiber optic design, utility materials, and other pertinent information.
- b. Preliminary plan and profiles for the paving of South Ankeny Boulevard and side streets within the Project limits. Design to show preliminary geometric design for auxiliary lanes, intersections, sidewalks, and general business and residential driveways. Design vehicle turning movement exhibits will be provided to the Client and Iowa DOT for review and approval prior to preliminary design production.
- c. Preliminary plan view for the proposed water main along South Ankeny Boulevard, pertinent connections to the existing water main system at intersections, and water service locations based on topographic survey and Client's GIS mapping information. It is anticipated that water services will be replaced to a point approximately 5' outside of the right-of-way. It is not anticipated that lead services will be present within the Project limits and replacement of lead services to the building are not included in this scope.
- d. Preliminary plan view for proposed sanitary sewer replacement along South Ankeny Boulevard, pertinent connections to the existing sanitary sewer system, and sanitary sewer service locations based on Client's GIS mapping information, available record drawings, or available sewer videos provided by the Client. It is anticipated that the existing flowlines and slopes will be maintained. It is anticipated that sanitary sewer services will be replaced to a point approximately 5' outside of the right-of-way.
- e. Preliminary hydraulic and hydrology design and plan views for the new storm sewer system.
- f. Preliminary staging plan to delineate construction phasing while maintaining two-way traffic along South Ankeny Boulevard and access to adjacent properties to the greatest extent possible. It is anticipated that only right-in / right-out vehicle movements will be allowed for property access during construction. Closing of side streets will be evaluated and reviewed by the Client and Iowa DOT for consideration prior to the Project Information Meeting.

- g. Included with this task and plan development are the following:
 - i. Title sheet.
 - ii. Typical sections and general notes sheets.
 - iii. Preliminary plan quantities and general information.
 - iv. Plan and profile sheets along South Ankeny Boulevard and side streets showing existing and proposed features. It is anticipated that storm sewer, water main, and sanitary sewer improvements along with possible fiber optic improvements, will be shown in plan view only and will be further developed to include profiles and other details on independent sheets with subsequent design tasks. Preliminary Project grading limits or “need lines” will be shown.
 - v. Removal sheet identifying pavement, utility, and other site features scheduled for removal.
 - vi. Horizontal and vertical survey control sheets.
 - vii. General traffic control and staging sheets. It is anticipated that general notes, typical sections, and preliminary plan views will be provided. Detailed design of traffic control and staging plans will be completed on subsequent design tasks.
 - viii. Preliminary pavement marking plan sheets.
 - ix. Preliminary cross-sections.
- h. It is anticipated that the pavement design determination will be provided by the Iowa DOT during the Preliminary Plan development.
- i. Professional will administer a quality control review which includes a site walk-through and a plan review. The quality control plan review will be performed by a Professional Engineer.
- j. Professional will submit the Field Exam (D2) preliminary plan set to the Client and Iowa DOT for review and comment at least two weeks prior to the scheduled field exam.
- k. Professional will attend a field exam with the Client and Iowa DOT, take notes during the field exam, prepare meeting minutes, and submit minutes to all attendees.
- l. Professional will submit a preliminary opinion of probable construction costs to the Client with a 15% construction contingency.

4. PRELIMINARY TRAFFIC SIGNAL DESIGN AND CONSTRUCTION PLANS

Professional will utilize Project base mapping and proposed intersection layouts to prepare preliminary traffic signal plans (60%) for a new traffic signal installation at the South Ankeny Boulevard / South 3rd Street intersection along with traffic signal modifications and / or a new signal installation at the Ankeny

Boulevard / 1st Street intersection. Services provided will include the following:

- a. Prepare a preliminary traffic signal layout sheet for each intersection and preliminary plan sheet(s) for fiber optic communications conduits and handholes along South Ankeny Boulevard, within the Project limits.
- b. Prepare a preliminary wiring sheet for each intersection.
- c. Prepare preliminary plan sheet(s) showing temporary traffic signals and/or temporary traffic signal modifications needed to accommodate proposed construction staging.
- d. Determine right-of-way needs associated with proposed traffic signal improvements.
- e. Prepare a preliminary cost opinion for proposed traffic signal improvements with a 15% contingency.

5. RIGHT-OF-WAY (D5) DESIGN AND CONSTRUCTION PLANS
(ROADWAY AND UTILITIES)

- a. Professional shall perform design tasks and plan preparation to provide a right-of-way submittal (D5) to the Client and Iowa DOT. The plans shall be used by the Iowa DOT for right-of-way design and property acquisitions. This task will develop the plans to a 60% complete level and will incorporate comments from the Client and Iowa DOT during the Field Exam (D2) submittal. The D5 plans shall include, but not be limited to, the following information:
 - i. Title sheet.
 - ii. Typical sections and general notes sheets.
 - iii. Estimated construction plan quantities and estimate reference information.
 - iv. Plan and profile sheets along South Ankeny Boulevard and side streets showing existing and proposed features. The plans will show right-of-way needs and will be highlighted, bubbled, dimensioned, and noted for a clear understanding of the proposed right-of-way need locations and purpose.
 - v. Removal sheet identifying pavement, utility, and other site features scheduled for removal.
 - vi. Horizontal and vertical survey control sheets.
 - vii. Refined traffic control and staging sheets showing additional details on property access that may impact right-of-way needs. It is anticipated that general notes, typical sections, and plan views will be provided. Detailed traffic control and staging plans will be completed during the Final Design tasks.
 - viii. Storm sewer sheets showing plan and profile information related to the storm sewer design with intake type and data, pipe sizes, utility crossings, materials, flowlines, slopes, and lengths. The hydraulic grade line will be displayed on the profile for

- reference. A storm sewer drainage report will be prepared and submitted to the Client and Iowa DOT for review and comment.
- ix. Water main sheets showing plan and profile information related to the water main design with pipe length, size, materials, bury depths, utility crossings, profile adjustments, fire hydrants, water valves, pipe bends, water service piping, etc.
 - x. Sanitary sewer sheets showing plan and profile information related to the sanitary sewer design with structure type and data, pipe sizes, flowlines, materials, slopes, and lengths, sanitary sewer service piping, etc.
 - xi. Preliminary pavement marking sheets.
 - xii. Preliminary cross-sections.
- b. Anticipated design and plan development elements not included in the D5 Plan submittal include, but are not limited to, final quantity tabulations, final traffic control and staging plan, intersection geometric, staking, and jointing sheets, erosion control, pedestrian ramp compliance design, earthwork sheets, final cross-sections, etc.
 - c. Professional will submit the Right-of-Way Plans (D5) submittal to the Client and Iowa DOT for review and comment. The Professional will submit an opinion of probable construction costs to the Client with a 10% construction contingency.
 - d. Professional will provide a schedule of anticipated Developmental Specifications or Special Provisions that may apply to this Project. Preparation of these documents will take place during Final Design tasks.
 - e. Professional will prepare a Public Interest Finding (PIF) for any proprietary items such as traffic signalization equipment and water main appurtenances. Professional will submit the PIF to the Client for review. Client will submit the PIF to Iowa DOT for approval.

6. LIGHTING ANALYSIS AND DESIGN

- a. Professional shall determine existing light pole relocation and possible additional light pole needs associated with the Project, based on photometric analysis of existing and proposed lighting.
- b. Professional shall prepare plan sheet(s) showing proposed lighting system modifications and provide to the Client. Plan sheet(s) will be provided to MidAmerican Energy for pricing and installation, as directed by the Client.

7. FINAL DESIGN AND CONSTRUCTION PLANS (ROADWAY AND UTILITIES)

This service will be added by Supplemental Agreement.

8. FINAL TRAFFIC SIGNAL DESIGN AND PLANS

This service will be added by Supplemental Agreement.

D. ADDITIONAL SERVICES

1. ROADWAY GEOTECHNICAL INVESTIGATION

Through a subconsultant, Professional shall perform the soil and materials testing for soil investigation of the Project. This includes up to five (5) soil borings, mobilizing truck-mounted drilling equipment, perform traffic control, drill and sample to depths of 20 feet, performing laboratory testing, and performing engineering soil analysis. The results will be provided in a written report and will include recommendations for soil conditions, pavement design considerations, potential subgrade stabilization locations, classifications of suitable or unsuitable soils encountered, and design considerations for utility improvements.

2. ENVIRONMENTAL GEOTECHNICAL INVESTIGATION

Through a subconsultant, Professional will perform up to 10 environmental borings through the corridor to test soil and groundwater for VOC, THE, PCB's, and RCRA metals. The borings will be performed at a depth of approximately 25 feet and include two (2) mobilizations. A report will be prepared and submitted to the Client and Iowa DOT for review.

3. UTILITY VERIFICATION TEST HOLES

Through a subcontractor, Professional will provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal locations (Quality Level A) of existing utilities that are potentially in conflict with the proposed improvements. This includes an estimated 20 utility test holes.

4. PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

- a. Professional will complete a Phase I Environmental Site Assessment (ESA) for the Project site. The Phase I ESA will include a review of state and federal environmental record sources and site history, along with a visual inspection of the site to identify any recognized environmental conditions associated with the subject properties. Review of environmental record sources shall include information provided by the Environmental Protection Agency Region VII through the Freedom of Information Act. These records include the National Priority List, Comprehensive Environmental Response Compensation and Liability Information System, and Resource Conservation and Recovery Information System. The review shall include a search for any information related to the subject properties and surrounding area. Professional shall review data provided by the Iowa Department of

Natural Resources (Iowa DNR) for any information concerning underground storage tank registration or removal, leaking underground storage tanks, permitted sanitary landfills, hazardous substance disposal sites, RCRIS compliance violators, and emergency response actions. For the site history review, available aerial photographs, topographic maps, fire insurance maps, historic street directories, and chain of title (if available) for the subject properties shall be examined by the Professional.

- b. Professional will perform a site reconnaissance at the locations to investigate each building, current uses, and to identify conditions or activities related to the treatment, storage, disposal, or generation of hazardous substances or petroleum products on the subject sites. Interviews not already completed with persons familiar with the use or prior use of the properties shall be included in the assessment.
- c. Professional will provide to the Client written reports for the Phase I Environmental Site Assessment to include discussion on the site history, environmental record source review, geology and hydrogeology, site reconnaissance, interviews, and recommendations. The Client will provide landowner information including names, addresses, and phone numbers.
- d. The Phase I Environmental Site Assessment will conform to ASTM Practice E 1527-13 and the All Appropriate Inquiries Act under the Small Business Relief and Brownfields Revitalization Act of 2002.

5. CULTURAL RESOURCES EVALUATION

Through a subconsultant, Professional shall perform a Phase IA reconnaissance level cultural resources survey for the Project. Information and documentation provided shall include fieldwork, data review, analysis, report preparation, and submittal.

6. CHANGES IN THE SCOPE OF SERVICES

The Client may request Extra Services for 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; submittal of permits and fees beyond the scope described in this Agreement; aesthetic or landscaping design; right-of-way platting, acquisition, and negotiations; cultural, biological, or NEPA studies or documentation beyond the scope provided herein; structural design; and requesting additional work items that increase 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 Professional's Standard Fee Schedule in effect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

7. CONSTRUCTION SERVICES

This service will be added by Supplemental Agreement.

II. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS

A. 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.

B. CLIENT'S RESPONSIBILITY

The Client shall be solely responsible for: a) the implementation, administration and monitoring of the initial plan; b) making modifications to the initial plan as needed; c) filing the Notice of Discontinuance; and, d) 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 and include it as a part of the Contract Documents for construction. Submittal of the Notice of Intent will be by the Professional.

C. INDEMNIFICATION

Professional agrees, to the fullest extent permitted by law, to indemnify and hold the 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. The 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. The Client shall release, waive, and otherwise discharge any and all Claims that the 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.

III. RESPONSIBILITY OF THE CLIENT

At its own expense, the Client shall have the following responsibilities regarding the execution of this Agreement by the Professional.

A. PROJECT OFFICER

The Client shall name a Project Officer to act as the Client's representative with respect to the work performed under this Agreement. All correspondence with the Client relating to the Project shall be directed to the Project Officer and the Project Officer shall be invited to all progress meetings and other meetings called during the Project.

B. PROMPT RESPONSE

To prevent an unreasonable delay in Professional's work, the Client will examine all reports, drawings, specifications, and other documents and will provide authorizations in writing to the Professional to proceed with work within a reasonable time period.

C. PROJECT REQUIREMENTS

The Client shall furnish the following information for the Project: licenses, permits, and government or agency approvals that may be necessary to complete the construction and/or Project.

IV. PROJECT SCHEDULE

The Project, from authorization of this Agreement through the final design, shall be performed by Professional in accordance with a schedule mutually developed by the Client and Professional. Generally, the schedule for the Project is described as follows:

A. GENERAL SCHEDULE

After acceptance of this Agreement by the Client, Professional shall commence work on the Project as described herein.

Notice to Proceed	May 16, 2023
Topographic Survey Completion	June 2, 2023
Pre-Design Project Concept Statement	June 6, 2023
Phase I ESA	June 30, 2023
Traffic Study Draft Memo to Client	July 7, 2023
Traffic Study Draft Memo to Client and Iowa DOT	July 14, 2023
Traffic Study Final Memo to Client	July 21, 2023
Traffic Study Final Memo to Client and Iowa DOT	July 28, 2023
Draft TSIP Application to Client	August 7, 2023
TSIP Application to Client for submittal	August 14, 2023
Field Exam (D2) Submittal to Client	August 17, 2023
Field Exam (D2) Submittal to Client and Iowa DOT	September 14, 2023
Field Exam (D2)	September 28, 2023
Field Exam (D2) comments to Professional	October 12, 2023
ROW Design (D5) Submittal to Client	February 1, 2024
ROW Design (D5) Submittal to Client and Iowa DOT	February 29, 2024
ROW Design (D5) comments to Professional	March 14, 2024
Public Information Meeting	May 2024
ROW Acquisition (Performed by Iowa DOT)	May 2024 – August 2025

B. SCHEDULE DELAYS

Professional shall not be responsible for delays in the schedule that are beyond Professional's control.

V. COMPENSATION AND TERMS OF PAYMENT

The Client shall pay Professional in accordance with the terms and conditions of this Agreement. The total Project fee is broken down as described below.

A. PRELIMINARY PROFESSIONAL SERVICES

The Preliminary Professional Services fee shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in Professional's Standard Fee Schedule. The current Standard Fee Schedule is shown in the attached Exhibit C. Total fees of services shall not exceed the following without approval of the Client.

1.	Topographic Survey and Base Drawings	\$39,100
2.	Traffic Study and TSIP Funding Application.....	\$29,500
3.	Conceptual Design.....	\$28,800

Total Preliminary Professional Services Fees..... \$97,400

Anytime Professional anticipates that actual fees will exceed estimated fees, Professional shall immediately notify the Client, in writing, of the proposed increase and the reasons therefore. The Client shall thereupon review such proposed increase and either accept or reject same.

B. BASIC PROFESSIONAL SERVICES

The Basic Professional Services fee shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in Professional's Standard Fee Schedule. The current Standard Fee Schedule is shown in the attached Exhibit C. Total fees of services shall not exceed the following without approval of the Client.

1.	Project Administration and Management	\$65,100
2.	Preliminary Utility Coordination	\$18,100
3.	Preliminary (D2) Design and Construction Plans (Roadway and Utility) .	\$99,400
4.	Preliminary Traffic Signal Design and Construction Plans.....	\$30,600
5.	ROW (D5) Design and Construction Plans (Roadway and Utility)	\$118,800
6.	Lighting Analysis and Design.....	\$5,800

Total Basic Professional Services Fees..... \$337,800

Anytime Professional anticipates that actual fees will exceed estimated fees, Professional shall immediately notify the Client, in writing, of the proposed increase and the reasons

therefore. The Client shall thereupon review such proposed increase and either accept or reject same.

C. ADDITIONAL SERVICES

Professional fees will be based on the current hourly rates and fixed expenses. The estimated Professional costs as provided to the Client represents a probable budget amount. The Client will be billed for actual direct hours and if Professional believes the budgetary figures will be exceeded, the Client will be promptly notified by Professional.

1.	Roadway Geotechnical Investigation	\$12,000
2.	Environmental Geotechnical Investigation.....	\$23,000
3.	Utility Verification Test Holes (Estimated 20 @ \$900 per)	\$18,000
4.	Phase 1 Environmental Site Assessment	\$5,000
5.	Cultural Resources Evaluation.....	\$4,500

Total Additional Services Fees \$62,500

TOTAL FEES \$497,700

D. HOURLY CONSTRUCTION SERVICES

Construction Services shall be performed under a Supplemental Agreement.

Exhibit B

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 B 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.

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	\$ 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.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

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.

Exhibit B

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.



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



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Des Moines Area Metropolitan Planning Organization Electric Vehicle Grant Application

EXECUTIVE SUMMARY:

The Des Moines Area Metropolitan Planning Organization (MPO) is spearheading a regional grant application for the installation of electric vehicle (EV) charging stations. The application would be to the Charging and Fueling Infrastructure (CFI) grant program. The CFI program was established in the Bipartisan Infrastructure Law and aims to deploy publicly accessible electric vehicle charging and other alternative fueling infrastructure in communities and along designated Alternative Fuel Corridors.

The MPO is leading a CFI grant application of urban, suburban and rural communities that are within the MPO's area. The focus on the grant application is primarily for the purpose of EV level 2 charging station deployment. The minimum grant application amount is \$500,000 and the maximum possible grant award is \$15 million. The grant requires a minimum 20% match, and the application period closes on May 30, 2023. In addition, this year is the first year of CFI program funding and it is anticipated that an additional four years of grant applications would be possible if the City does not decide to participate in the MPO's

regional grant application.

At this time the MPO is working with member cities to determine if those cities are interested in participating in this year's CFI program application. If the Council determines the City should be part of the MPO's CFI grant application, staff would work with the MPO and existing stakeholders to determine the most advantageous location(s) for level 2 EV chargers to include in the application.

City staff have conducted a preliminary field analysis to identify locations and up to four sites were identified as potential locations for this grant:

- The Ankeny Market Pavilion (AMP);
- Kirkendall Public Library;
- Prairie Ridge Sports Complex east parking lot; and
- Public Service Building or City Hall.

When identifying site locations, City staff considered factors such as ideal locations to be cost-effective, ease of access for the public (city owned parking lots), distance from other nearby charging locations, and surrounding amenities that could result in EV users staying occupied while their vehicle was charging (shopping, recreation activities, events, or activities, etc.).

FISCAL IMPACT: Yes

If the City decides to submit site locations for the MPO's regional application, the grant requires a minimum 20% match, and the application period closes on May 30, 2023. In addition, this year is the first year of CFI program funding and it is anticipated that an additional four years of grant applications would be possible. The MPO would handle the administration of the grant on behalf of the City which includes reporting requirements, submitting application materials, etc. Funding for the City's 20% match would come from the Road Use Tax Fund.

Because of the brief turnaround time, required 3rd party stakeholder collaboration, and current workload and priority project commitments, staff have not been able to fully gather all of the required information to provide a thorough financial analysis of the City providing EV charging stations on City property. Essential cost information for items such as conduit installation, billing plan costs (I.E. credit/debit card use), data charges, fiber/cellular signal/WiFi requirements for the station chargers, etc. along with reliable revenue estimates could not be acquired at the time of writing.

Based on the information that staff have been able to obtain, a high-level cost estimate of approximately \$55,000 per site location (two level 2 chargers per site) is being used to calculate the overall expenses for this grant submittal. If four sites were to be submitted and included in the MPO's regional application, the estimated total expense would be approximately \$220,000.

Estimated Budget Per Site

· Charger Cost \$7,500 (2)	\$15,000
· Electrical infrastructure	\$20,000
· Concrete slab for transformer	\$10,000
· Concrete slab for charger (2)	\$2,000
· Contingency (~17%)	<u>\$8,000</u>
	\$55,000

City 20% match per site	\$11,000
-------------------------	-----------------

CITY MANAGER'S RECOMMENDATIONS:

The 80/20 grant funding opportunity for this work, along with the MPO's offer to provide grant administration is an enticing opportunity, however **the City Manager does not recommend approval of this item as presented**. This particular project has numerous opportunity costs associated with it, including:

- Balancing existing project workload for core projects that fit within the City Council's adopted strategic plan and priorities (i.e. roads, sanitary sewer, storm water, water, parks, and fire station).
- Pursuing projects that are not supported by previously completed and adopted strategic or master plans. This grant and the implementation of EV chargers. The City does not have a specific action or master plan for such energy efficiency, or "green infrastructure" deployment efforts.
- Understanding ongoing financial and maintenance commitments and costs. Staff has raised concerns about the deployment of this technology and the cost recovery model that is yet to be created and would ultimately be presented to the City Council as a policy decision.
- Implementing EV chargers as a City project introduces the City to a new service and market that is expected to be addressed and expanded upon in the near future by the private sector. Various charging stations are currently available within different location in Ankeny and many owners of electric vehicles often install chargers in their own homes.

It should be noted that this is year one of four where municipalities can apply for CFI program funding so if the City decides to not submit site proposals to the MPO as part of the regional application, the City

would have the ability to participate in future funding opportunities.

If the City Council wishes to proceed with submitting the necessary information to the MPO for the joint regional application, staff has up to four sites and a not to exceed amount of \$55,000 for the City's local match for the project if the MPO's grant application is successful and funding is approved at the federal level.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

N/A

PUBLIC OUTREACH EFFORTS:

N/A

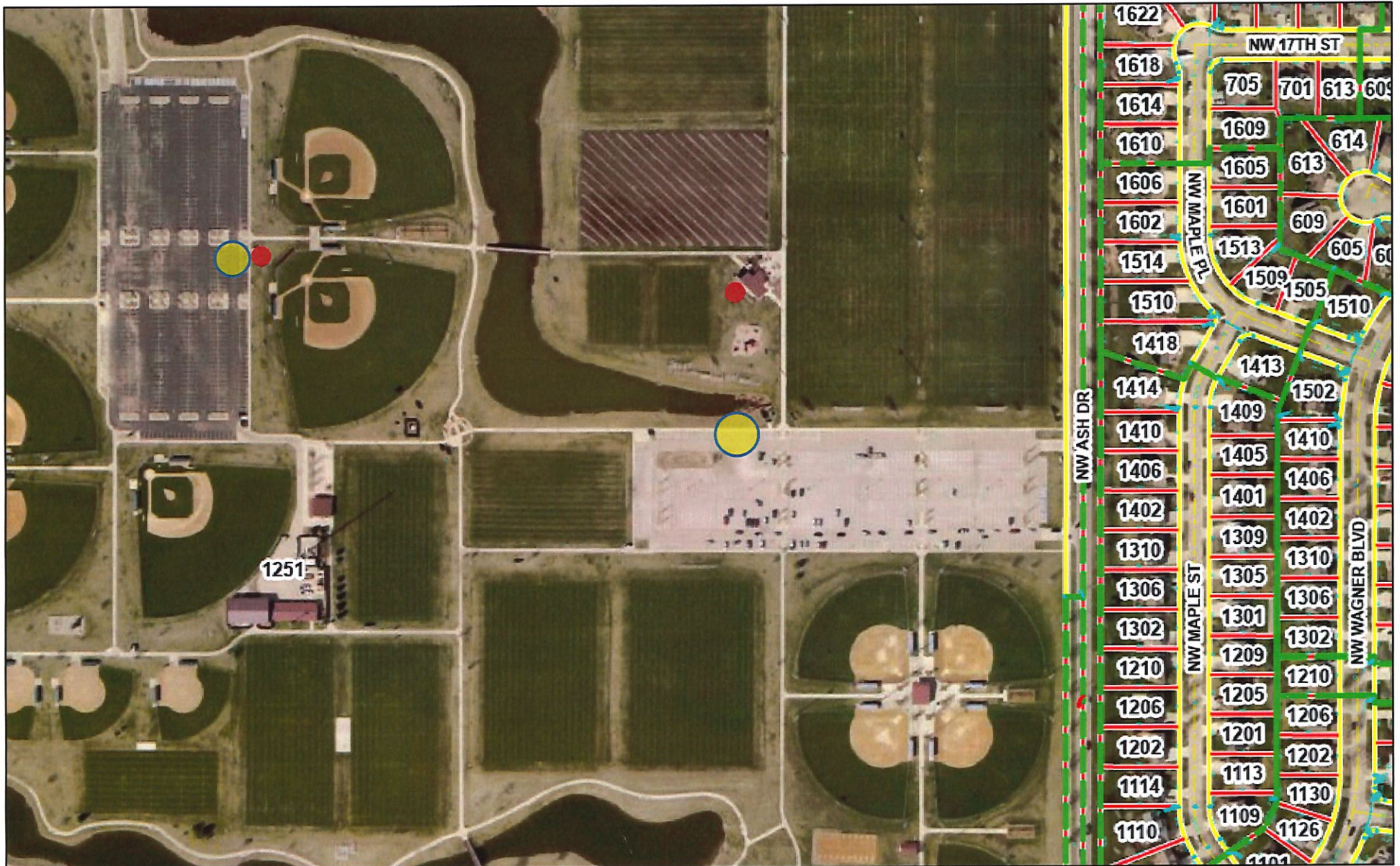
ACTION REQUESTED:

Action: Consider motion to approve or deny the **RESOLUTION** authorizing the City of Ankeny, Iowa to submit sites to a regional joint application for funding from the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program (CFI) for up to four sites to the Des Moines Area Metropolitan Planning Organization's (MPO) for inclusion and further approving the application which obligates the City of Ankeny to matching funds not to exceed \$44,000 for construction.

ADDITIONAL INFORMATION:

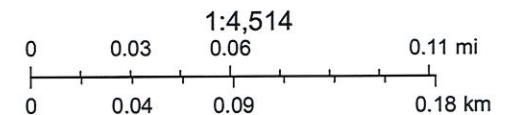
ATTACHMENTS:

Click to download
 Reviewed Electric Vehicle Charging Station Locations
 EV Charging Grant Resolution
 CFI Webinar Presentation - USDOT
 Resolution



4/11/2023, 11:19:39 AM

Street Labels [-] Polk County Parcel Line Sub Line Parcel Dim Carto 100
 Road Lot Lines Road Centerline Cartography Address Number
 Parcels Lot Line Road ROW Lot Dim Carto 100



Auditor's Office, Polk County, Iowa, Sources: Esri, TomTom, U.S. Department of Commerce, U.S. Census Bureau, Esri Community Maps Contributors, Des

Polk County web app

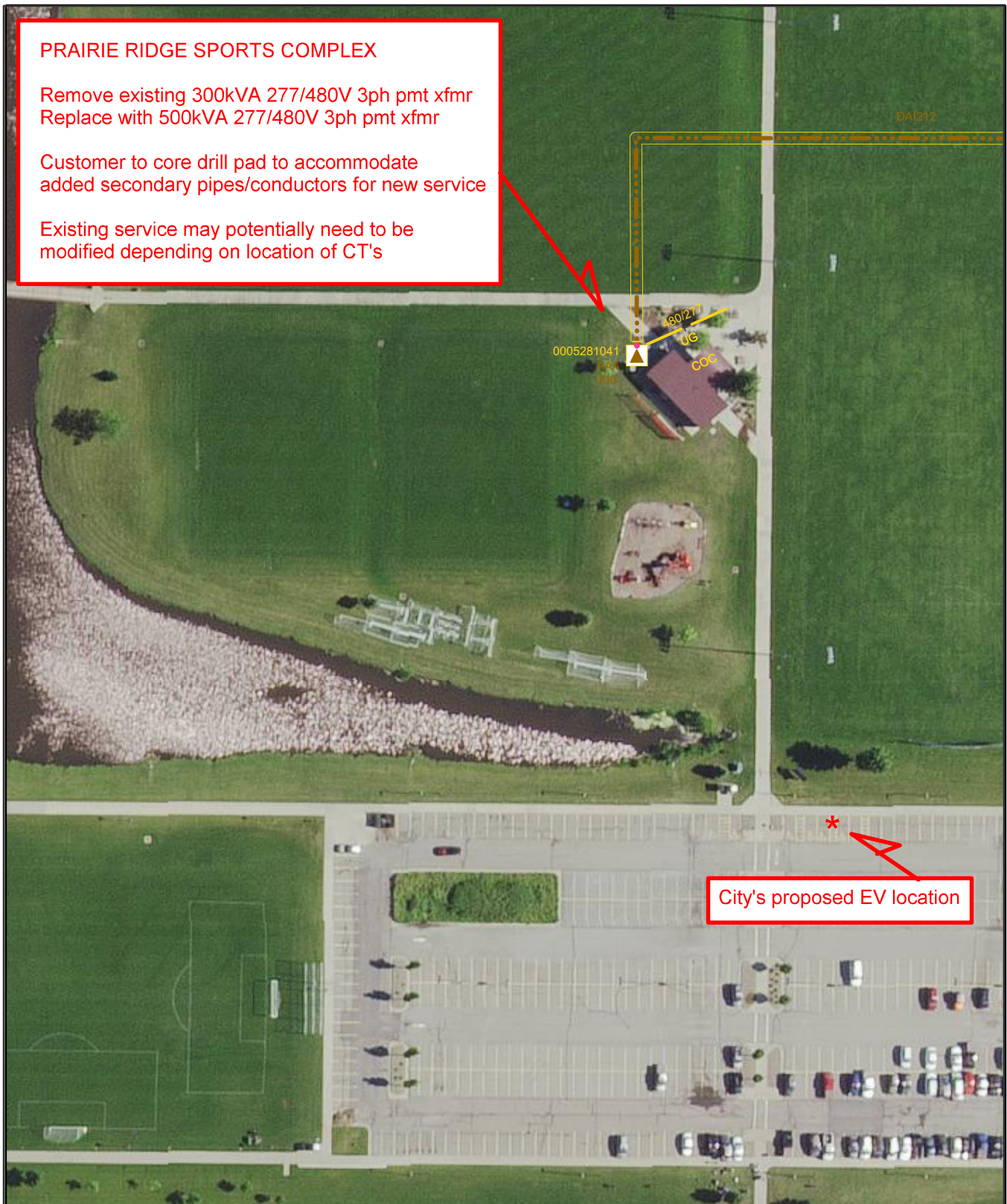
Polk County has compiled this information for government purposes only. Polk County makes no warranties, either expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use.

PRAIRIE RIDGE SPORTS COMPLEX

Remove existing 300kVA 277/480V 3ph pmt xfmr
Replace with 500kVA 277/480V 3ph pmt xfmr

Customer to core drill pad to accommodate
added secondary pipes/conductors for new service

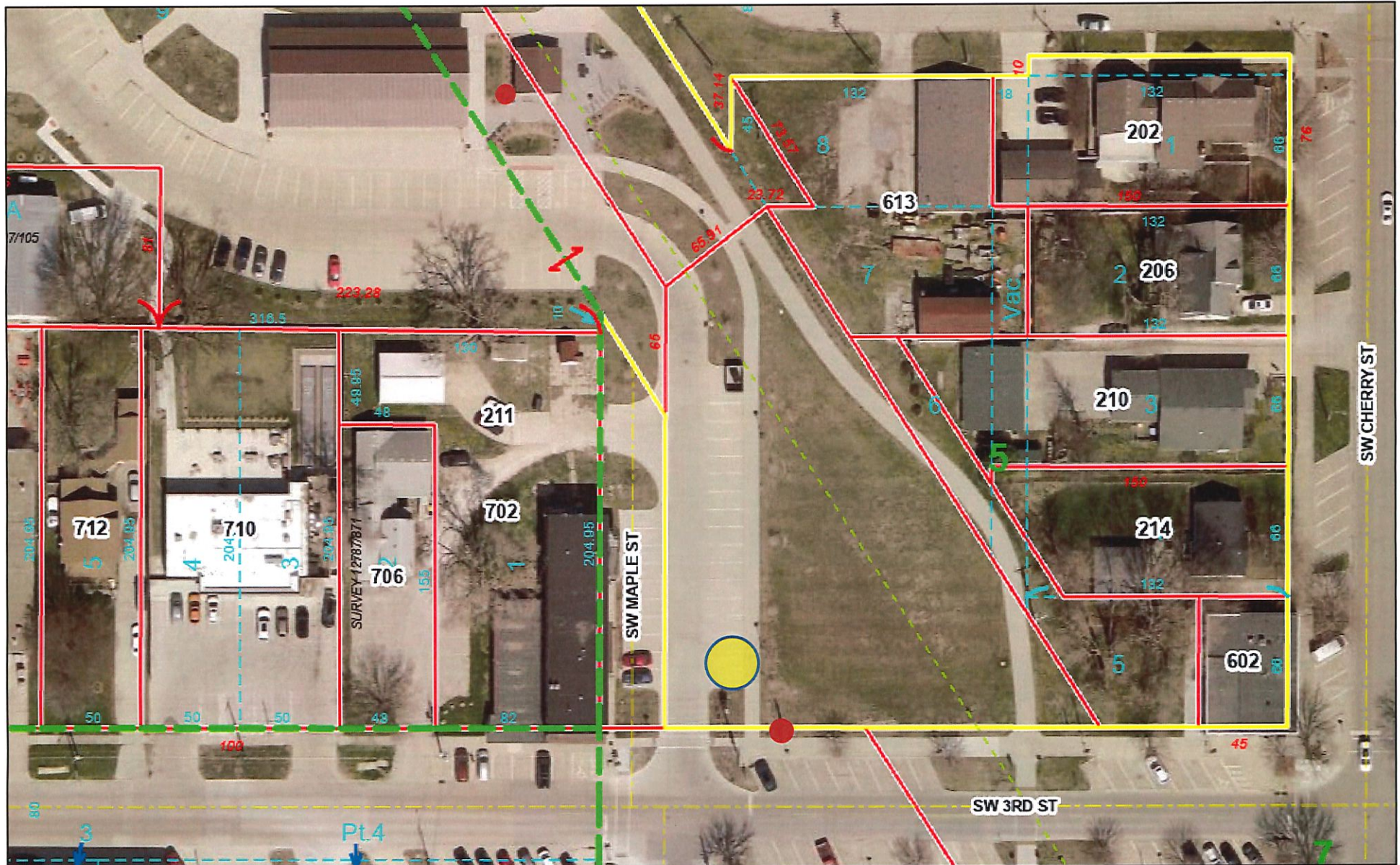
Existing service may potentially need to be
modified depending on location of CT's



	Cust: City of Ankeny - Prairie Ridge Sports Complex Addr:		WMS_REV:estimate Date: 05/05/2023 Scale: 1 in = 100 ft Designer:WOLFER, KASI R
Crew HQ:DMAT	City: ANKENY, IA	X =	Y =
Job Desc: repalce 300kVA 480V pmt with 500kVA 480V pmt			
DISCLAIMER OF LIABILITY NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.			

Real Estate Web Map

AMP



4/11/2023, 11:27:41 AM

Street Labels

Road

Parcels

Polk County

Lot Lines

Lot Line

Misc Line

Parcel Line

Road Centerline

Road ROW

Sub Line

Cartography

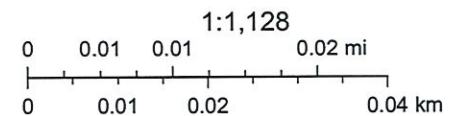
Lot Dim Carto 100

Lot Number Carto 100

Parcel Dim Carto 100

Parcel Owner Hook 100

Address Number



Auditor's Office, Polk County, Iowa, Sources: Esri, TomTom, U.S. Department of Commerce, U.S. Census Bureau, Esri Community Maps Contributors, Des

Polk County web app

Polk County has compiled this information for government purposes only. Polk County makes no warranties, either expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use.

AMP

Replace existing 40ft pole with 45ft pole
Tangent framing
Hang 50kVA 120/208 bank on new pole
Transfer flood light to new pole

New service for EV's to be UG oriented
with secondary riser on MEC pole

MEC proposed EV location
closest to xfmr placement



Cust: City of Ankeny - AMP
Addr:

Crew HQ:DMAT

City: ANKENY, IA

X = Y =



WMS_REV:estimate
Date: 05/05/2023
Scale: 1 in = 100 ft
Designer:WOLFER, KASI R

Job Desc: replace 40ft pole with 45ft pole, xfmr 50kVA 120/208 3ph bank, transfer flood light to new pole

DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

Real Estate Web Map

ALBAUGH



4/11/2023, 11:31:23 AM

 Parcels  Lot Lines  Parcel Line
 Polk County  Misc Line

1:564
0 0 0.01 0.01 mi
0 0.01 0.01 0.02 km

Auditor's Office, Polk County, Iowa, Sources: Esri, TomTom, U.S. Department of Commerce, U.S. Census Bureau, Esri Community Maps Contributors, Des

Polk County web app

Polk County has compiled this information for government purposes only. Polk County makes no warranties, either expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use.

Existing service may potentially need to be modified depending on location of CT's

[illegible]

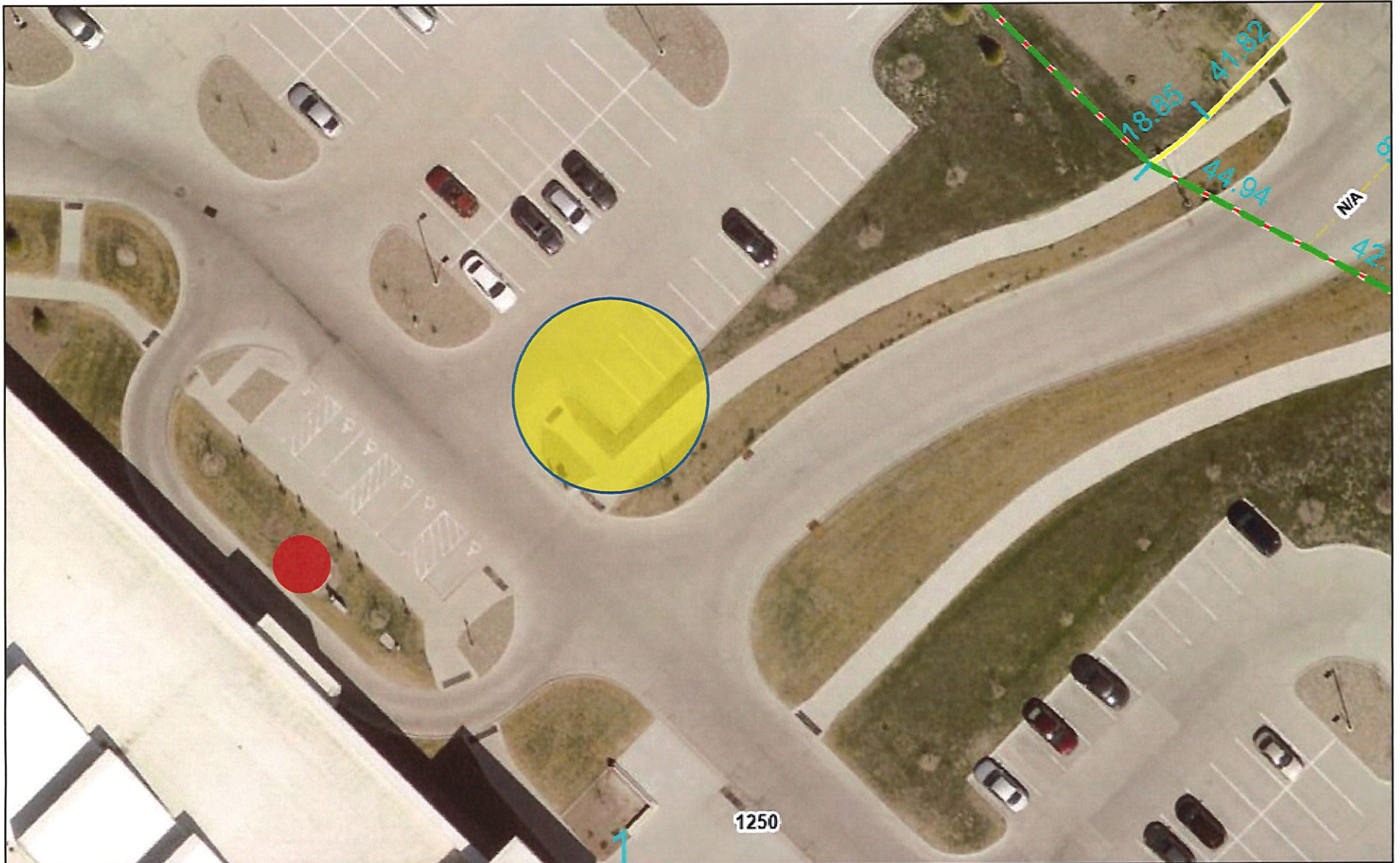
X = Y =



WMS_REV:estimate
Date: 05/05/2023
Scale: 1 in = 100 ft
Designer: WOLFER, KASI R

Job Desc: repalce 300kVA 208V pmt with 500kVA 208V pmt

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.



4/11/2023, 11:39:06 AM

Street Labels [-] Polk County

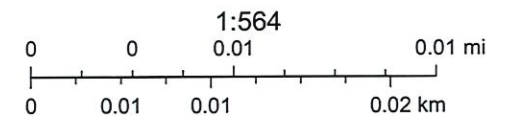
Road Lot Lines

Parcels Road Centerline

Road ROW Cartography

Sub Line Lot Dim Carto 100

Address Number



Auditor's Office, Polk County, Iowa, Sources: Esri, TomTom, U.S. Department of Commerce, U.S. Census Bureau, Esri Community Maps Contributors, Des

Polk County web app

Polk County has compiled this information for government purposes only. Polk County makes no warranties, either expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use.

LIBRARY

Existing xfmr potentially sufficient to accommodate added load - historical meter readings to be reviewed

Worst case scenario:

Remove existing 500kVA 120/208V 3ph pmt xfmr

Replace with 750kVA 120/208V 3ph pmt xfmr

Customer to form/pour new pad to accommodate 750kVA xfmr & additional secondary pipe/conductor

Existing service may potentially need to be modified depending on location of CT's

City's proposed EV location



Cust: City of Ankeny - Library
Addr:

Crew HQ:DMAT

City: ANKENY, IA

X = Y =

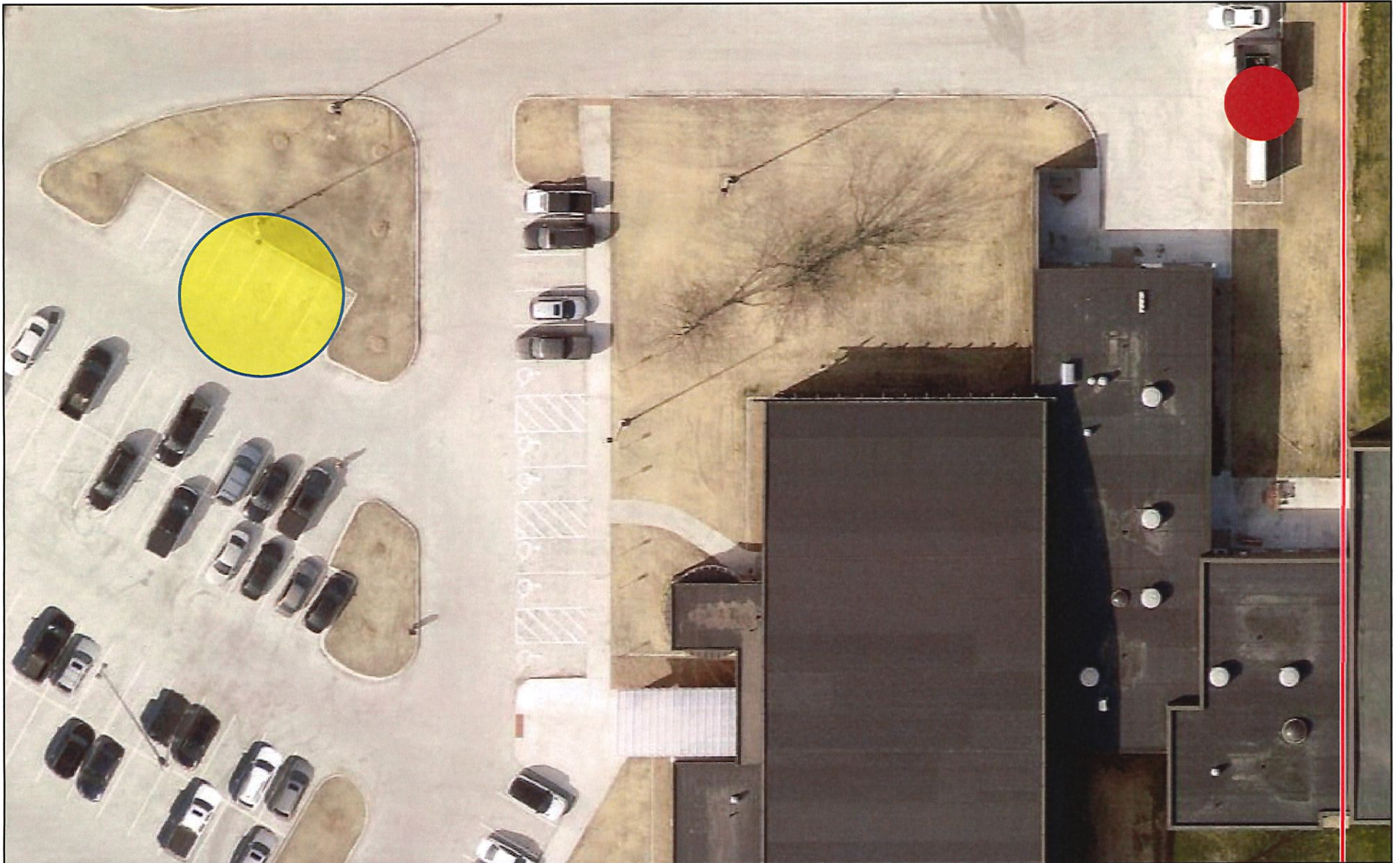


WMS_REV:estimate
Date: 05/05/2023
Scale: 1 in = 100 ft
Designer:WOLFER, KASI R

Job Desc: existing xfmr likely sufficient - worst case, replace 500kVA 208V pmt with 750kVA 208V pmt, customer to form/pour new pad

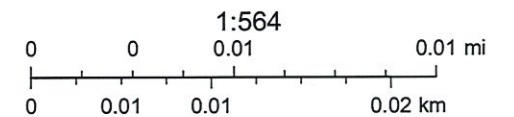
DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.



4/11/2023, 11:42:52 AM

Parcels
 Polk County Lot Lines
 Parcel Line



Auditor's Office, Polk County, Iowa, Sources: Esri, TomTom, U.S. Department of Commerce, U.S. Census Bureau, Esri Community Maps Contributors, Des

Polk County web app

Polk County has compiled this information for government purposes only. Polk County makes no warranties, either expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use.

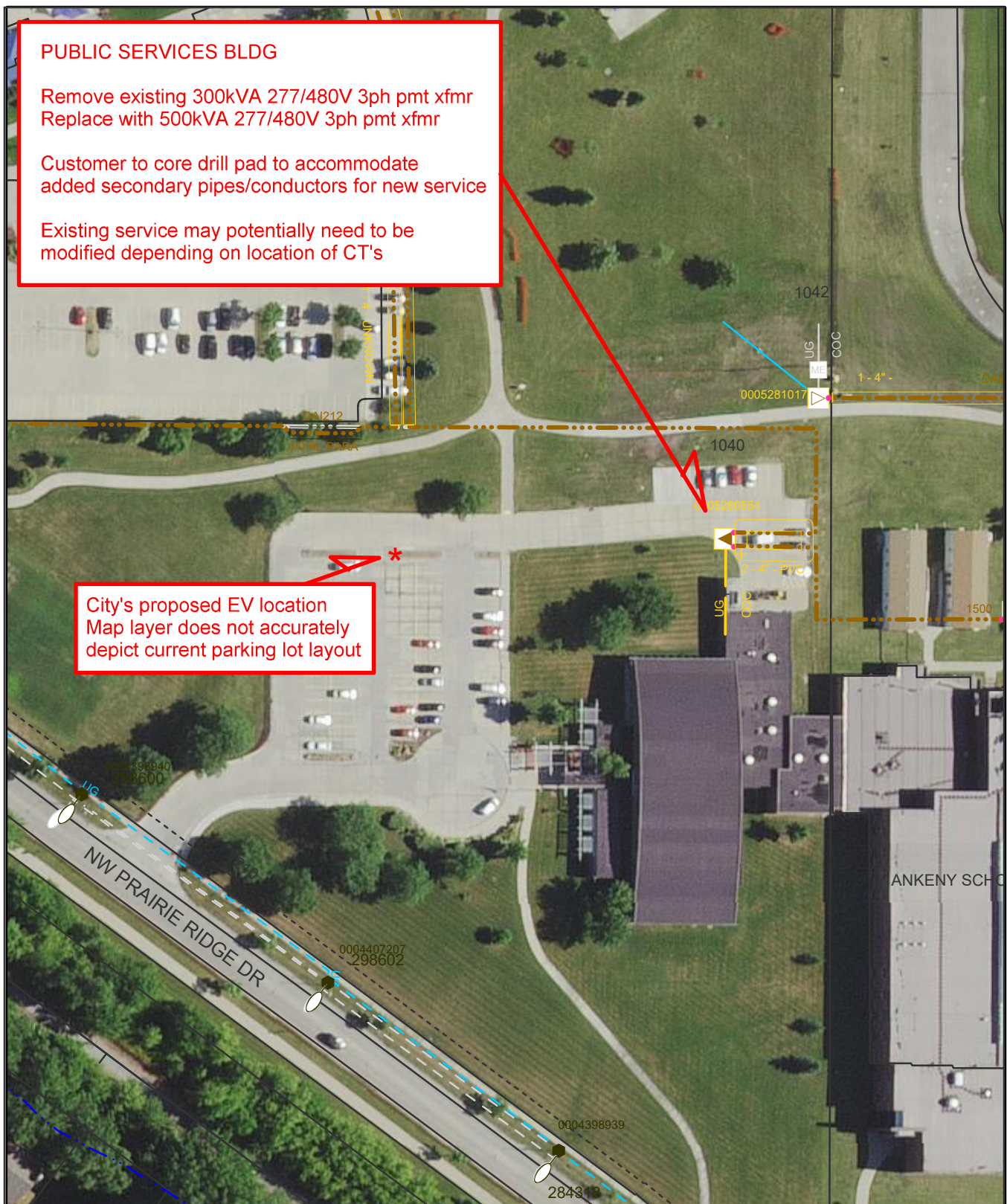
PUBLIC SERVICES BLDG

Remove existing 300kVA 277/480V 3ph pmt xfmr
Replace with 500kVA 277/480V 3ph pmt xfmr

Customer to core drill pad to accommodate
added secondary pipes/conductors for new service

Existing service may potentially need to be
modified depending on location of CT's

City's proposed EV location
Map layer does not accurately
depict current parking lot layout



Cust: City of Ankeny - Public Services Bldg
Addr:

Crew HQ:DMAT

City: ANKENY, IA

X =

Y =

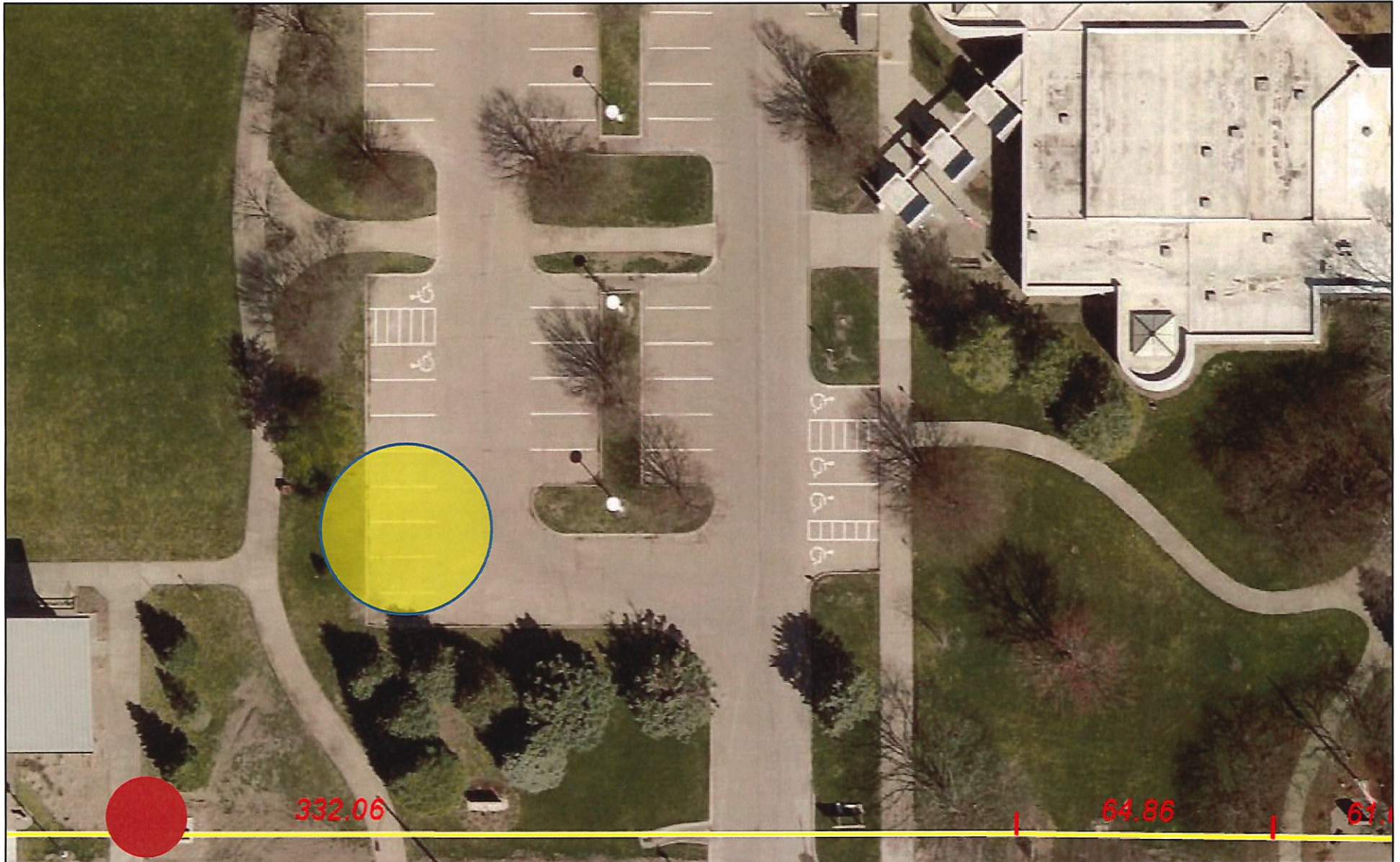
Job Desc: repalce 300kVA 480V pmt with 500kVA 480V pmt



WMS_REV:estimate
Date: 05/05/2023
Scale: 1 in = 100 ft
Designer:WOLFER, KASI R

DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.



4/11/2023, 11:46:41 AM

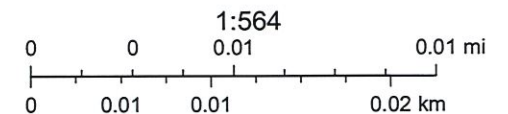
Parcels

 Lot Lines

Cartography
 Polk County

 Road ROW

 Parcel Dim Carto 100



Auditor's Office, Polk County, Iowa, Sources: Esri, TomTom, U.S. Department of Commerce, U.S. Census Bureau, Esri Community Maps Contributors, Des

Polk County web app

Polk County has compiled this information for government purposes only. Polk County makes no warranties, either expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use.

CITY HALL

Remove existing 75kVA 120/208V 3ph pmt xfmr
Replace with 150kVA 120/208V 3ph pmt xfmr

Customer to core drill pad to accommodate
added secondary pipes/conductors for new service

Existing service may potentially need to be
modified depending on location of CT's

IF CABLE FAULT OCCURS ON CABLE
UNDER SLAB - CITY WILL BE REQUIRED
TO PROVIDE NEW DUCT FOR NEW CABLE

RF ENERGY HAZARD
CONTACT OWNER IN ADVANCE
TO DE-ENERGIZE ANTENNA
BEFORE APPROACHING POLE TO
VERIZON WIRELESS 1-800-264-6620
LOCATION ID: ANKENY SC70

City's proposed EV location

MIDAMERICAN
ENERGY COMPANY

Cust: City of Ankeny - City Hall
Addr:

Crew HQ:DMAT

City: ANKENY, IA

X = Y =

Job Desc: repalce 75kVA 208V pmt with 150kVA 208V pmt



WMS_REV:estimate
Date: 05/05/2023
Scale: 1 in = 100 ft
Designer:WOLFER, KASI R

DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

RESOLUTION 2023-

A RESOLUTION AUTHORIZING THE CITY OF ANKENY, IOWA TO SUBMIT SITES TO A REGIONAL JOINT APPLICATION FOR FUNDING FROM THE FEDERAL HIGHWAY ADMINISTRATION'S CHARGING & FUELING INFRASTRUCTURE DISCRETIONARY GRANT PROGRAM (CFI) FOR UP TO FOUR SITES TO THE DES MOINES AREA METROPOLITAN PLANNING ORGANIZATION (MPO) FOR INCLUSION AND FURTHER APPROVING THE APPLICATION WHICH OBLIGATES THE CITY OF ANKENY TO MATCHING FUNDS NOT TO EXCEED \$44,000 FOR CONSTRUCTION

WHEREAS, the City of Ankeny is a full member of the Des Moines Area Metropolitan Planning Organization; and

WHEREAS, the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program provides funding to local jurisdictions for the construction of eligible projects; and

WHEREAS, the Des Moines Area Metropolitan Planning Organization will be submitting a joint regional application to the program based on the cumulation of each interested jurisdiction's proposed sites.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny that:

1. The City Council supports and approves the attached proposed sites for the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program to be added to the regional application funding with up to four locations identified for improvements.
2. The City Council hereby commits the City of Ankeny to matching monies as required by the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program funding (at least 20% match) in an amount not to exceed \$44,000.
3. The City of Ankeny hereby commits to the standards and reporting required of this funding program and will work with the Des Moines Area Metropolitan Planning Organization to collect that data.
4. The Mayor and City Manager are hereby authorized to execute the application on behalf of the City Council.

PASSED AND APPROVED this 15th day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Charging and Fueling Infrastructure Discretionary Grant Program

CFlgrants@dot.gov



U.S. Department of Transportation
Federal Highway Administration

Background Road Photo (Source: FHWA)

Disclaimer

- Except for any statutes or regulations cited, the contents of this presentation do not have the force and effect of law and are not meant to bind the public in any way.
- This presentation is intended only to provide information to the public regarding existing requirements under the law or agency policies. However, compliance with applicable statutes or regulations cited in this document is required.



U.S. Department of Transportation
Federal Highway Administration



Background Road Photo (Source: FHWA)

Today's Webinar

- Welcome
- Charging and Fueling Infrastructure (CFI) Program Overview
- Available Funding & Program Eligibility
- Application Overview
- Selection, Review and Submission Process



U.S. Department of Transportation
Federal Highway Administration



Background Road Photo (Source: FHWA)



U.S. Department of Transportation
Federal Highway Administration

CFI Program Overview

CFI Program Overview



U.S. Department of Transportation
Federal Highway Administration

- The CFI Program was established by the Bipartisan Infrastructure Law (BIL)*, **
- Authorized to strategically deploy publicly accessible electric vehicle charging and other alternative fueling infrastructure in communities and along designated Alternative Fuel Corridors (AFCs)
- BIL established two distinct funding categories within CFI: Community Grants[†] and Corridor Grants^{††}
- Both Community and Corridor Grants are included in the current Notice of Funding Opportunity for Fiscal Year FY22 and FY23 offering up to \$700M
- BIL authorized funding for FY22 through FY26 for this program (\$2.5B total)

* 23 U.S.C. § 151(f)

** BIL - Enacted as the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. No. 117-58, Nov. 15, 2021)

† 23 U.S.C. 151(f)(8)

†† 23 U.S.C. 151(f)(6)



Eligible Infrastructure for the CFI Grant Program

EV Charging and Other Alternative Fueling Infrastructure

- Electric Vehicle (EV) Charging
- Hydrogen Fueling
- Natural Gas Fueling
 - Compressed Natural Gas
 - Liquefied Natural Gas
- Propane Fueling*

* Propane fueling infrastructure is limited to infrastructure for medium- and heavy-duty vehicles, as per 23 U.S.C. § 151(f)(7).

Program Goals



U.S. Department of Transportation
Federal Highway Administration

The CFI Program will accelerate an electrified and alternative fuel transportation system that is convenient, affordable, reliable, equitable, accessible, and safe. The CFI Program will also help put the U.S. on a path to a nationwide network of at least 500,000 EV chargers by 2030 and improve networks for vehicles using hydrogen, propane, and natural gas.

Program Goals:

- Supplement, not supplant, necessary private sector investment
- Complement existing Federal programs
- Facilitate broad public access to a national infrastructure network to accelerate adoption of zero emission vehicles
- Implement Justice40 objectives, lower transportation costs, and increase economic opportunity
- Advance job quality, workforce development, and workforce equity
- Reduce greenhouse gas and vehicle-related emissions

Community Grant Program

Community Program grants are expected to reduce greenhouse gas emissions and to expand or fill gaps in access to charging or alternative fueling infrastructure.



U.S. Department of Transportation
Federal Highway Administration



Community EV Charging (Source: Erik Nelsen / ICF) - Top



Metropolitan Utilities District (MUD) Public CNG Station
Omaha, NE (Source: MUD) - Left

Corridor Grant Program

Corridor Program grants are expected to support buildout of charging or other alternative fueling infrastructure along designated AFCs.

DOT designates national AFCs that identify near- and long-term needs for, and location of, charging and other fueling infrastructure at strategic locations along major national highways across the United States.*

* 23 U.S.C. § 151



U.S. Department of Transportation
Federal Highway Administration



EV Alternative Fuel Corridor Designations, Rounds 1-6 (Source: FHWA) - top

Alternative Fuels Corridor Identification Signage
(Source: FHWA) - left

https://mutcd.fhwa.dot.gov/resources/policy/signing/alt_fuel_corridors/index.htm



U.S. Department of Transportation
Federal Highway Administration

Available Funding & Program Eligibility



Award Size

- Community Program Grants
 - Minimum anticipated award of \$500,000
 - Maximum award of \$15M
 - \$350 million available (FY22 & FY23)
- Corridor Program Grants
 - Minimum anticipated award of \$1M
 - No maximum award size
 - \$350 million available (FY22 & FY23)
- \$700 million total CFI Program funding available (FY22 & FY23)
- To the extent possible, all applications will be considered for both the Community and the Corridor Program regardless of which grant is applied for.

Cost Share



U.S. Department of Transportation
Federal Highway Administration

- Maximum Federal Share
 - For both grant programs, the Federal share shall not exceed 80 percent of the total project cost*
 - Awardees must provide at least 20 percent of the total project cost (not 20 percent of the Federal share) as a matching share
- Additional information on cost share can be found at:
 - 2 CFR 200.306 -- Cost sharing or matching and FHWA's guidance on Non-Federal Matching Requirements - https://www.fhwa.dot.gov/legregs/directives/policy/fedaid_guidance_nfmr.pdf
- Eligible entities that contract with a private entity as required for the Corridor Program or as permitted by the Community Program must include in those contracts a condition that the private entity shall be responsible for the share of the project cost carried out with CFI Program funds that is not paid by the Federal Government. **

* 23 U.S.C. § 151(f)(10)(A)

** 23 U.S.C. § 151(f)(10)(B)

Eligible Applicants



U.S. Department of Transportation
Federal Highway Administration

Eligible Applicants	Community Program 23 U.S.C. § 151(f)(8)(C)	Corridor Program 23 U.S.C. § 151(f)(3)
A State or political subdivision of a State*	✓	✓
A metropolitan planning organization	✓	✓
A unit of local government	✓	✓
A special purpose district or public authority with a transportation function, including a port authority	✓	✓
An Indian Tribe (as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5304)) †	✓	✓
A territory of the United States	✓	✓
An authority, agency, or instrumentality of, or an entity owned by, 1 or more entities as listed above	✓	✓
A group of entities as listed above	✓	✓
A State or local authority with ownership of publicly accessible transportation facilities	✓	

* The term "State" means any of the 50 States, the District of Columbia, or Puerto Rico 23 U.S.C. § 101(a)(28).

† The term "Indian" means a person who is a member of an Indian tribe 25 U.S.C. § 5304(d).



Community Program: Eligible Projects*

- Any project that is expected to reduce greenhouse gas emissions and to expand or fill gaps in access to infrastructure.
- Infrastructure is publicly accessible charging and fueling infrastructure.
- Projects may be located on any public road or in other publicly accessible locations, such as parking facilities at public buildings, public schools, and public parks, or in publicly accessible parking facilities owned or managed by a private entity.**

* 23 U.S.C. § 151 (f)(8)(D)

** 23 U.S.C. § 151(f)(8)(E)



Community Program: Eligible Project Costs* (continued on next slide)

- Acquisition and installation of infrastructure
- A CFI grant recipient may also use grant funds for:
 - Any related construction or reconstruction and the acquisition of real property directly related to the project.
 - Development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design work, and other preconstruction activities.

* 23 U.S.C. § 151 (f)(8)(D)



Community Program: Eligible Project Costs

- **May** contract with a private entity for the acquisition, construction, installation, maintenance, or operation of eligible infrastructure included in the project.*
- Educational and community engagement activities to develop and implement education programs through partnerships with schools, community organizations, and vehicle dealerships to support the use of zero-emission vehicles and associated infrastructure (may not exceed more than 5 percent of the grant amount awarded). **

* 23 U.S.C. § 151 (f)(8)(H)

** 23 U.S.C. § 151 (f)(8)(K)



Corridor Program: Eligible Projects* (continued on next slide)

- Projects expected to support buildout of charging or alternative fueling infrastructure along designated AFCs.
- Infrastructure is publicly accessible charging and fueling infrastructure that is directly related to the charging or fueling of a vehicle.
- Projects must be located along an alternative fuel corridor, on the condition that any affected Indian tribes are consulted before the designation.

* 23 U.S.C. § 151 (f)(6)

Corridor Program: Eligible Projects



U.S. Department of Transportation
Federal Highway Administration

- EV charging infrastructure should be conveniently and safely located as close to the AFC as possible, and, in general, no greater than one mile from Interstate exits or highway intersections along designated corridors.
- Alternative fueling infrastructure should be conveniently and safely located as close to the AFC as possible, and, in general, no greater than five miles from Interstate exits or highway intersections along designated corridors.



Corridor Program: Eligible Project Costs*

- **Must** contract with a private entity for acquisition and installation of eligible infrastructure.
- Providing a private entity with operating assistance** for the first 5 years of operations after the installation of eligible infrastructure while the facility transitions to independent system operations.
- An applicant that receives a CFI grant for acquisition and installation, or operations, of eligible infrastructure may also use grant funds for acquisition and installation of traffic control devices located in the right-of-way to provide directional information to eligible infrastructure included in the project.

* 23 U.S.C. § 151 (f)(6) (A)-(D)

** Operating assistance shall be limited to costs allocable to operating and maintaining the eligible infrastructure and service, and may not exceed the amount of a contract to acquire and install eligible infrastructure.



EV Charging Minimum Standards

- Recipients of an award under this program related to EV infrastructure are required to comply with applicable sections of the EV Charging Minimum Standards (23 CFR Part 680).
- These standards* specify technical aspects of chargers including connector types, power levels, minimum number of charging ports per station, minimum uptime (reliability standards), payment methods, and more; data submittal requirements; workforce requirements for installation, operation, or maintenance by qualified technicians; interoperability of EV charging infrastructure; traffic control devices and signage; network connectivity; and publicly available information.
- Additional information is available at: <https://www.fhwa.dot.gov/environment/nevi/resources/>

* <https://www.federalregister.gov/documents/2023/02/28/2023-03500/national-electric-vehicle-infrastructure-standards-and-requirements>



U.S. Department of Transportation
Federal Highway Administration

Application Overview



Content and Form of Application Community and Corridor Programs

The application must include:

(1) the required Standard Forms listed in the NOFO; and
(2) a narrative document that addresses the following items.

- i. Project Narrative
- ii. Budget Information
- iii. Project Merit Criteria
- iv. Project Readiness and Environmental Risk

Note: All applications must be submitted electronically through [Grants.gov](https://www.grants.gov).

Community Program Application

Project Narrative



U.S. Department of Transportation
Federal Highway Administration

Project Narrative:

- I. Description of project location
- II. Description of how the project expands community-based infrastructure or fills gaps in access by equitably expanding the deployment of infrastructure
- III. Description of how funds will be spent on various portions of the project(s)
- IV. Additional project narrative information describing several focus areas encouraged by FHWA

Community Program

Additional Project Narrative



U.S. Department of Transportation
Federal Highway Administration

The FHWA is interested in community projects in several focus areas. As applicable, applicants are encouraged to indicate which focus area(s) their proposed project address(es).

The Community Program Focus Area Categories are:

- Multi-Modal Hubs and Shared-Use Fleets and Services
- Urban/Suburban Area Charging and Fueling Solutions
- Rural Area Charging and Fueling Solutions
- Fleet Vehicles that Serve and Operate in Communities

Corridor Program Project Narrative



U.S. Department of Transportation
Federal Highway Administration

Project Narrative:

- I. Description of project location
- II. Description of how the public accessibility of infrastructure
- III. Description of outcomes from collaborative engagement with stakeholders
- IV. Identify whether the location of the station as meets statutory requirements
- V. Details to ensure infrastructure installation that can be responsive to technology advancements
- VI. Discussion about the long-term operation and maintenance of infrastructure
- VII. Assessment of the estimated emissions conducted using the AFLEET CFI Emissions tool
- VIII. Description of how the project improves AFCs
- IX. Description of how funds will be spent on various portions of the project(s)
- X. Additional project narrative information

Corridor Program

Additional Project Narrative



U.S. Department of Transportation
Federal Highway Administration

The FHWA is interested in corridor projects in several focus areas. As applicable, applicants are encouraged to indicate which focus area(s) their proposed project address(es).

The Corridor Program Focus Area Categories are:

- Demonstrate Build-Out of Alternative Fueling Corridors
- Zero Emission Corridors for Medium- and Heavy-Duty Vehicles
- Resiliency



Project Merit Criteria

- 1. Safety**
- 2. Climate Change, Resilience, and Sustainability**
- 3. Equity, Community Engagement, and Justice40**
- 4. Workforce Development, Job Quality, and Wealth Creation**
- 5. CFI Program Vision**

* The Justice40 Initiative is the Administration's whole-of-government approach to advancing environmental justice through recommendations on how certain Federal investments might be made toward a goal that 40 percent of the overall benefits of investments flow to disadvantaged communities.



Community Program Only: Statutory Selection Priorities

Priority goes to projects that expand access to charging and fueling infrastructure within:

1. Rural areas*
2. Low- and moderate-income neighborhoods†
3. Communities with a low ratio of private parking spaces to households or a high ratio of multiunit dwellings to single family homes, as determined by the Secretary††

* 23 U.S.C. § 151(f)(8)(F)(i)

† 23 U.S.C. § 151(f)(8)(F)(ii)

†† 23 U.S.C. § 151(f)(8)(F)(iii)



Community Program: Additional Considerations

The extent to which the project would:

1. Contribute to geographic diversity among eligible entities, including achieving a balance between urban and rural communities, and; *
2. Meet current or anticipated market demands for charging or fueling infrastructure, including faster charging speeds with high-powered capabilities necessary to minimize the time to charge or refuel current and anticipated vehicles. †

* 23 U.S.C. § 151(f)(8)(G)(i)

† 23 U.S.C. § 151(f)(8)(G)(ii)

Corridor Program: Additional Considerations

(continued on next slide)



U.S. Department of Transportation
Federal Highway Administration

The extent to which the project would:

1. Convert corridor-pending corridors to corridor-ready corridors or in the case of corridor-ready corridors, providing redundancy;*
2. Reduce congestion at existing charging or fueling infrastructure in high-traffic locations;*
3. Meet current or anticipated market demands for corridor charging or alternative fueling infrastructure, supports a long-term competitive market, and does not significantly impair existing charging and infrastructure providers;†

* 23 U.S.C. § 151(f)(5)(A)(i)(I) and (II) (aa) and (bb)

† 23 U.S.C. § 151(f)(5)(A)(ii); 23 U.S.C. § 151(f)(5)(A)(iv)

Corridor Program: Additional Considerations

(continued on next slide)



U.S. Department of Transportation
Federal Highway Administration

4. Enable or accelerate the construction of charging or fueling infrastructure that would be unlikely to be completed without Federal assistance*, as a result of meaningful public engagement with communities that have lacked private infrastructure investment;
5. Deploy charging and fueling infrastructure for medium- and heavy-duty vehicles, including along the National Highway Freight Network;†
6. Ensure, to the maximum extent practicable, geographic diversity among grant recipients to ensure that charging and fueling infrastructure is available throughout the U.S.††

* 23 U.S.C. § 151(f)(5)(A)(iii)

† 23 U.S.C. § 151(f)(5)(A)(vi)

†† 23 U.S.C. § 151(f)(5)(B)



U.S. Department of Transportation
Federal Highway Administration

Corridor Program: Additional Considerations

And, the extent to which :

7. The private entity that the eligible entity contracts for an eligible project (i) submits to the Secretary the most recent year of audited financial statements and (ii) has experience in installing and operating charging and fueling infrastructure;*
8. The eligible entity and the private entity that the eligible entity contracts for an eligible project enter into an agreement (i) to operate and maintain publicly available charging and fueling infrastructure and (ii) that provides a remedy and an opportunity to cure if the requirements described in clause (i) are not met.†

* 23 U.S.C. § 151(f)(5)(C)(i) and (ii)

† 23 U.S.C. § 151(f)(5)(D)(i) and (ii)



DOT Priority Considerations

- DOT will prioritize Highly Recommended projects and Recommended projects that demonstrate exceptional benefits under:
 - Merit Criterion #3 Equity, Community Engagement, and Justice40;
 - Merit Criterion #4 Workforce Development, Job Quality, and Wealth Creation, or;
 - Merit Criterion #5 CFI Program Vision
- These Considerations apply to both the Community and Corridor Programs

Tools for Applicants



U.S. Department of Transportation
Federal Highway Administration

Corridor Program Tool:

- Alternative Fuel Life-Cycle Environmental and Economic Transportation (AFLEET) CFI Emissions Tool (Argonne National Lab)
<https://afleet.es.anl.gov/infrastructure-emissions/>

Equity Tools for Both Programs:

- DOT Transportation Disadvantaged Census Tracts Tool
<https://usdot.maps.arcgis.com/apps/dashboards/d6f90dfcc8b44525b04c7ce748a3674a>
- EV Charging Justice40 Map (Argonne National Laboratory)
<https://www.anl.gov/esia/electric-vehicle-charging-equity-considerations>



U.S. Department of Transportation
Federal Highway Administration

Selection, Review and Submission Process



Selection Criteria

The FHWA will award CFI Grants based on an evaluation of:

- Project Merit Criteria
- DOT Statutory Selection Priorities (Community Program)
- Additional Considerations
- DOT Priority Considerations



Overall Application Rating

- Highly Recommended
 - Meets all eligibility requirements
 - Receives a Highly Qualified rating in at least 3 of the 5 Project Merit Criteria, and at least a rating of Qualified for each of the Project Merit Criteria
- Recommended
 - Meets all eligibility requirements
 - Receives a rating of Qualified for each of the Project Merit Criteria
- Not Recommended
 - Does not meet one or more eligibility requirements, or
 - Receives a rating of Not Qualified for any of the Project Merit Criteria



Review Process

- The application Technical Review Team will produce the overall project rating and an evaluation of responsiveness to DOT Statutory Selection Priorities (Community Program), Additional Considerations, and DOT Priority Considerations
- A FHWA Senior Review Team will identify which projects to advance to the FHWA Administrator
- The FHWA Administrator will determine which projects to advance to the Secretary
- The Secretary makes final project selections



U.S. Department of Transportation
Federal Highway Administration

Application Submission Process

- Applicants must submit their applications via www.grants.gov under the Notice of Funding Opportunity Number: 693JJ323NF00004
- Applications are due by May 30, 2023 by 11:59 PM (Eastern Time) through www.grants.gov

A registered Grants.gov account is required. Obtaining an account can involve multiple steps and numerous days. Please see the NOFO and Grants.gov website for detailed instructions, training videos, an online user guide, and a help desk.

The screenshot displays the Grants.gov website interface. At the top, the Grants.gov logo and navigation menu are visible. The main content area is titled 'VIEW GRANT OPPORTUNITY' and shows details for the grant opportunity 693JJ323NF00004, titled 'Commuter Authority Rail Safety Improvement (CARS) Grants'. The page includes tabs for 'SYNOPSIS', 'VERSION HISTORY', 'RELATED DOCUMENTS', and 'PACKAGE'. The 'SYNOPSIS' tab is selected, showing a table of 'General Information' with various fields and their values.

General Information	
Document Type:	Grants Notice
Funding Opportunity Number:	693JJ323NF00004
Funding Opportunity Title:	Commuter Authority Rail Safety Improvement (CARS) Grants
Opportunity Category:	Discretionary
Opportunity Category Explanation:	
Funding Instrument Type:	Grant
Category of Funding Activity:	Transportation
Category Explanation:	
Expected Number of Awards:	
CFDA Number(s):	20.205 -- Highway Planning and Construction
Cost Sharing or Matching Requirement:	Yes
Version:	Synopsis 1
Posted Date:	Aug 25, 2020
Last Updated Date:	Aug 25, 2020
Original Closing Date for Applications:	Oct 26, 2020
Current Closing Date for Applications:	Oct 26, 2020
Archive Date:	Nov 25, 2020
Estimated Total Program Funding:	\$50,000,000
Award Ceiling:	\$50,000,000
Award Floor:	\$0



U.S. Department of Transportation
Federal Highway Administration

Questions

- Please submit questions in writing by submitting questions to the CFI email inbox at:

CFIgrants@dot.gov



U.S. Department of Transportation
Federal Highway Administration

Thank You for Attending

Please direct all inquiries to:

CFIgrants@dot.gov

RESOLUTION 2023-

A RESOLUTION AUTHORIZING THE CITY OF ANKENY, IOWA TO SUBMIT SITES TO A REGIONAL JOINT APPLICATION FOR FUNDING FROM THE FEDERAL HIGHWAY ADMINISTRATION'S CHARGING & FUELING INFRASTRUCTURE DISCRETIONARY GRANT PROGRAM (CFI) FOR UP TO FOUR SITES TO THE DES MOINES AREA METROPOLITAN PLANNING ORGANIZATION (MPO) FOR INCLUSION AND FURTHER APPROVING THE APPLICATION WHICH OBLIGATES THE CITY OF ANKENY TO MATCHING FUNDS NOT TO EXCEED \$44,000 FOR CONSTRUCTION

WHEREAS, the City of Ankeny is a full member of the Des Moines Area Metropolitan Planning Organization; and

WHEREAS, the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program provides funding to local jurisdictions for the construction of eligible projects; and

WHEREAS, the Des Moines Area Metropolitan Planning Organization will be submitting a joint regional application to the program based on the cumulation of each interested jurisdiction's proposed sites.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny that:

1. The City Council supports and approves the attached proposed sites for the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program to be added to the regional application funding with up to four locations identified for improvements.
2. The City Council hereby commits the City of Ankeny to matching monies as required by the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program funding (at least 20% match) in an amount not to exceed \$44,000.
3. The City of Ankeny hereby commits to the standards and reporting required of this funding program and will work with the Des Moines Area Metropolitan Planning Organization to collect that data.
4. The Mayor and City Manager are hereby authorized to execute the application on behalf of the City Council.

PASSED AND APPROVED this 15th day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
\$15,200,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2023B

EXECUTIVE SUMMARY:
The \$15,200,000 General Obligation Bonds, Series 2023B are being proposed to fund the 2023 Capital Improvement Program.

FISCAL IMPACT: **Yes**
The \$15,200,000 General Obligation Bonds, Series 2023B will be paid with property taxes and a small portion from tax increment financing (TIF) and storm water revenues.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to receive and file report of bids received on May 15, 2023 at 10:00 A.M.

Action: Consider motion to adopt RESOLUTION directing sale of \$15,200,000 (subject to adjustment per terms of offering) General Obligation Bonds, Series 2023B.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$15,200,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION BONDS, SERIES 2023B," 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 \$15,200,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION BONDS, SERIES 2023B

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:

\$15,200,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION BONDS, SERIES 2023B

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 15th day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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 15, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- *Public Hearing - Annexation - Hope K. Farms, LLC & Clayton Mitchell Living Trust - 6/5/23 @ 5:30 p.m.*
- *Public Hearing - 2023 Creekside Park Improvements - 6/5/23 @ 5:30 p.m.*
- *Public Hearing - Delaware Ground Storage Reservoir Rehabilitation - 6/5/23 @ 5:30 p.m.*
- *Public Hearing - Amend Current City Budget Fiscal Year July 1, 2022 - June 30, 2023 - 6/5/23 @ 5:30 p.m.*
- *Public Hearing - vacate - ROW Crosswinds Business Park Plat 1 - 6/5/23 @ 5:30 p.m.*
- *Regular Council Meeting - 6/19/23 @ 5:30 p.m.*

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:
Click to download
No Attachments Available