



ANKENY CITY COUNCIL

Regular Meeting

**Monday, May 2, 2022
5:30 PM**

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro-Tem

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

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ELECTRONIC MEETING INFORMATION

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

Meeting ID: 973 1299 2966
Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY:

1. Mayor's Proclamation - Pediatric Stroke Awareness Month

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the May 2, 2022 Agenda:

Action# B1-1. Consider motion to approve and accept the May 2, 2022 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. PH 2022-41 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by TJL Investments, LLC from R-1, One-Family Residence District, to PUD, Planned Unit Development.

Action# C1-1. Consider motion to close Public Hearing 2022-41.

2. PH 2022-42 Proposed Amendment to Lease Agreement with T-Mobile Central, LLC

Action# C2-1. Consider motion to close Public Hearing 2022-42.

3. PH 2022-43 Proposed N. Ankeny Blvd Water Main

Action# C3-1. Consider motion to close Public Hearing 2022-43.

4. PH 2022-44 Proposed NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street Project
Public Hearing to Authorize the Acquisition of Property and Property Interests

Action# C4-1. Consider motion to close Public Hearing 2022-44.

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 April 18, 2022, as published, subject to correction, as recommended by the City Clerk.

CA - 2 Receive and file minutes of the Plan and Zoning Commission meeting of April 5, 2022.

CA - 3 Receive and file minutes of the Library Board of Trustee meeting of March 17, 2022.

- **Licenses and Permits**

CA - 4 Consider motion to approve the issuance of liquor license(s) and/or beer / wine permit(s) in the City of Ankeny.

- **Finance/Budget**

- CA - 5** Consider motion to approve Payment #1 in the amount of \$11,492.32 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
- CA - 6** Consider motion to approve Payment #23 in the amount of \$39,001.21 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.
- CA - 7** Consider motion to approve Payment #12 in the amount of \$25,838.20 to FOX Strand, for engineering services on the Ankeny ASR project.
- CA - 8** Consider motion to approve Payment #1 in the amount of \$639,806.53 to Gingerich Well & Pump Service, LLC, for construction services on the Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction project.
- CA - 9** Consider motion to approve Payment #9 in the amount of \$153,782.31 to HR Green, Inc. for engineering services on the NE 36th Street Reconstruction Project, I-35 to NE Four Mile Drive.
- CA - 10** Consider motion to approve Payment #4 in the amount of \$36,992.33 to HR Green, Inc., for engineering services on the Otter Creek Trunk Sewer - Phase 3 project.
- CA - 11** Consider motion to approve Payment #11 in the amount of \$19,070.00 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 1 project.
- CA - 12** Consider motion to approve Payment #9 in the amount of \$2,466.25 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.
- CA - 13** Consider motion to approve Payment #14 in the amount of \$28,010.00 to MSA Professional Services, Inc., for engineering services on the NW 36th Street and NW Weigel Drive Water Main project.
- CA - 14** Consider motion to approve Payment #1 in the amount of \$7,483.03 to RDG Planning & Design, Inc., for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
- CA - 15** Consider motion to approve Payment #1 in the amount of \$18,221.02 to Short Elliott Hendrickson Inc., for engineering services on the N Ankeny Blvd Water Main project.
- CA - 16** Consider motion to approve Payment #2 in the amount of \$4,468.75 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development project.
- CA - 17** Consider motion to approve Payment #16 in the amount of \$864.50 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements project.
- CA - 18** Consider motion to approve Payment #24 in the amount of \$2,279.00 to Snyder & Associates, Inc., for engineering services on the SE Delaware Ave and SE 8th St Widening and Traffic Signalization project.
- CA - 19** Consider motion to approve Payment #21 in the amount of \$13,365.11 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
- CA - 20** Consider motion to approve Payment #14 in the amount of \$12,803.50 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

- CA - 21** Consider motion to approve Payment #17 in the amount of \$4,239.45 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
- CA - 22** Consider motion to approve Payment #14 in the amount of \$1,676.00 to Snyder & Associates, Inc., for engineering services on the 2021 Pavement Management Study and Master Plan project.
- CA - 23** Consider motion to approve Payment #13 in the amount of \$2,386.25 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.
- CA - 24** Consider motion to approve Payment #9 in the amount of \$49,219.11 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 25** Consider motion to approve Payment #17 in the amount of \$2,295.50 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
- CA - 26** Consider motion to approve Payment #28 in the amount of \$5,999.29 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.
- CA - 27** Consider motion to approve Payment #10 in the amount of \$88,532.40 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.
- CA - 28** Consider motion to approve the May 2, 2022 Accounts Payable. (Finance Committee: J. Perry, Chp, J. Ruddy, T. Shafer)
- CA - 29** Consider motion to adopt **RESOLUTION** authorizing the purchase of a dump body for a Public Works Department single axle snow plow truck (replace existing truck #268).
- CA - 30** Consider motion to adopt **RESOLUTION** authorizing the purchase of a dump body for a Public Works Department single axle snow plow truck (replace existing truck #270).
- CA - 31** Consider motion to adopt **RESOLUTION** authorizing the purchase of plow components and build of a single axle snow plow truck for the Public Works Department (replace existing truck #268).
- CA - 32** Consider motion to adopt **RESOLUTION** authorizing the purchase of plow components and build of a single axle snow plow truck for the Public Works Department (replace existing truck #270).
- CA - 33** Consider motion to adopt **RESOLUTION** authorizing the purchase of a new skid loader for the Municipal Utilities Department.
- CA - 34** Consider motion to amend the purchase price of the two fire engines approved on April 18, 2022 from Reliant Fire Apparatus, Inc. of Slinger, Wisconsin through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing agreement, from \$1,454,316 to \$1,480,880.
- CA - 35** Consider motion to approve the purchase of one ambulance from North Central Ambulance Sales and Service of Lester Prairie, Minnesota in the amount of \$315,809 through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing agreement.

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

- CA - 36** Consider motion to adopt **RESOLUTION** waiving approval of the final plat for Timber Valley Estates Plat 1.
- CA - 37** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider an amendment to the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for certain property owned by Hardship Land LLC located south of NW 36th Street and East of NW Weigel Drive. (date of hrg: 5/16/22 @ 5:30 p.m)
- CA - 38** Consider motion to grant preliminary approval of Grove Landing Plat 4 Final Plat.
- CA - 39** Consider motion to adopt **RESOLUTION** accepting final plat, performance and maintenance bonds for paving and underground improvements, platted easements, warranty deed for streets, sewer and water connection fees, and authorizing cost-participation for sidewalk oversizing and removal and replacement of existing sidewalk ramps, for The Reserve at the Grove Plat 1.
- CA - 40** Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in The Reserve at the Grove Plat 1.
- CA - 41** Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of street paving in The Reserve at the Grove Plat 1.
- CA - 42** Consider motion to adopt **RESOLUTION** accepting a Public Water Main Easement located on Outlot Y, Wilson Group Addition Plat 1; and associated with the development of 5825 SE Delaware Avenue, Peterbilt of Des Moines Site Plan.
- CA - 43** Consider a motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC, located south of NW 36th Street and east of NW Weigel Drive. (date of hrg: 5/16/22 at 5:30pm)
- CA - 44** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC, located south of NW 36th Street and east of NW Weigel Drive. (date of hrg: 5/16/22 at 5:30pm)
- CA - 45** Consider motion to adopt **RESOLUTION** accepting warranty deed to streets, performance and maintenance bonds for public improvements, and platted easements for Crosswinds Business Park Plat 1.
- CA - 46** Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of subgrade and storm sewer in Crosswinds Business Park Plat 1.
- CA - 47** Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Crosswinds Business Park Plat 1.
- CA - 48** Consider motion to adopt **RESOLUTION** accepting the final plat for Pagliai Compound Plat 2, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.
- CA - 49** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa regarding the voluntary urbanized annexation of certain territory adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC. (date of hrg: 6/6/22 @ 5:30 p.m.)

- **Engineering Items**

- CA - 50** Consider motion to adopt **RESOLUTION** accepting a proposal from Iowa Signal,

Inc. in the amount of \$27,581.50 for the construction of the SW Oralabor Road & SW Irvinedale Drive Interim Signal Modifications.

- CA - 51** Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of storm sewer and subgrade prep for associated road improvements for the NE Otterview Circle and NE 36th Street Intersection Improvements project.
- CA - 52** Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of paving for associated road improvements for the NE Otterview Circle and NE 36th Street Intersection Improvements project.
- CA - 53** Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of traffic signal improvements for the NE Otterview Circle and NE 36th Street Intersection Improvements project.
- CA - 54** Consider motion to adopt **RESOLUTION** accepting public improvements in Wilson Group Addition (Peterbilt) for utilities.
- CA - 55** Consider motion to adopt **RESOLUTION** accepting a proposal from Shekar Engineering, PLC in the amount of \$125,516.96 for the construction of the 2022 Pedestrian Ramp Improvements Program - Briarwood project.

- **Capital Improvement Projects - none**
- **Administrative Items**

- CA - 56** Consider motion to approve the issuance of a special permit to Derek Watson for the purpose of bow hunting of deer for the hunting season effective October 1, 2022 through the end of the season on private property within the city limits pursuant to Municipal Code Section 41.11(3).
- CA - 57** Consider motion to authorize the Mayor to sign a consent-conflict waiver with Ahlers & Cooney, P.C. to review the draft 28E Agreement seeking to create the Central Iowa Water Works.
- CA - 58** Consider motion to authorize the Mayor to sign an updated Automatic Aid Agreement with Polk City.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-58.

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-58.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Approval of Ordinances:**

1. Ord 2108 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property owned by Helen Moeckly Trust and Edward Ferrier & Annette Voegtlin.

Action# H1-1. Consider motion to accept second consideration of ORDINANCE 2108.

Action# H1-2. Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2108, sending it on its final passage and publication as required by law.

2. Ord 2109 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by TJL Investments, LLC from R-1, One-Family Residence District, to PUD, Planned Unit Development (PH 2022-41)

Action# H2-1. Consider motion to accept first consideration of ORDINANCE 2109.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed 28E School Resource Officer Program

Action# J1-1. Consider motion to adopt RESOLUTION authorizing the execution of one certain 28E Agreement by and between the City of Ankeny, Iowa, and the Ankeny Community School District pertaining to the School Resource Officer Program.

2. Proposed First Amendment to Interim Tower Lease Agreement with T-Mobile Central, LLC

Action# J2-1. Consider a motion to adopt RESOLUTION approving the First Amendment to Interim Tower Lease Agreement by and between the City of Ankeny and T-Mobile Central, LLC.

3. Proposed N Ankeny Blvd Water Main (PH 2022-43)

Action# J3-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$116,000.00; 2) receive and file report of bids received April 26, 2022; 3) adopt RESOLUTION making award of construction contract with Priority Excavating in the amount of \$119,332.00; and 4) adopt RESOLUTION approving contract and bonds with Priority Excavating in the amount of \$119,332.00.

4. Proposed NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet north of NE 19th Street (PH 2022-44)

Action# J4-1. Consider motion to adopt RESOLUTION approving and authorizing the acquisition of property and property interests for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet north of NE 18th Street project.

5. Proposed Amendment of Current City Budget for Fiscal Year July 1, 2021 - June 30, 2022
Set Public Hearing Date

Action# J5-1. Consider motion to set a public hearing on an Amendment of Current City Budget for Fiscal Year July 1, 2021 - June 30, 2022 and direct City Clerk to publish notice of such hearing (date of hrg: 5/16/22 @ 5:30 p.m.).

6. \$31,665,000 General Obligation Bonds, Series 2022A

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

Action# J6-2. Consider motion to adopt RESOLUTION authorizing and providing for the issuance of \$31,665,000 General Obligation Bonds, Series 2022A, and amending the levy of taxes to pay said bonds; approval of the tax exemption certificate and continuing disclosure certificate.

7. Bellagio Park Development Project
Initiate Proceedings

Action# J7-1. Consider motion to adopt RESOLUTION ordering construction on the Bellagio Park Development project, and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 5/31/22 @ 10:30 A.M. / date of hrg: 6/6/22 @ 5:30 P.M.)

8. Rock Creek Greenway Trail
Initiate Proceedings

Action# J8-1. Consider motion to adopt RESOLUTION ordering construction on the Rock Creek Greenway Trail project, and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 5/31/22 @ 10:30 A.M. / date of hrg: 6/6/22 @ 5:30 P.M.)

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

City Manager
City Attorney

- **Report of the Governing Body:**

Mayor

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

- **Future Council Agenda Items:**

- ***Council Action Planning Session - 5/9/22 @ 5:30 p.m.***
- ***Public Hearing - Diamond Hills Greenway - Stream Repairs - 5/16/22 @ 5:30 p.m.***
- ***Public Hearing - Rezone - Harmon Area A - 5/16/22 @ 5:30 p.m.***
- ***Public Hearing - Rezone - Harmon Area B - 5/16/22 @ 5:30 p.m.***
- ***Public Hearing - COMP Plan 2040 Amendment - 5/16/22 @ 5:30 p.m.***
- ***Public Hearing - Amendment - Current City Budget - 5/16/22 @ 5:30 p.m.***
- ***Public Hearing - 28E Agreement - Annexation Agmt Boundary - 6/6/22 @ 5:30 p.m.***
- ***Public Hearing - Annexation - Hope Kimberley LLC - 6/6/22 @ 5:30 p.m.***
- ***Public Hearing - Bellagio Park Improvements - 6/6/22 @ 5:30 p.m.***
- ***Public Hearing - Rock Creek Greenway Trail Improvements - 6/6/22 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment

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



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Mayor's Proclamation - Pediatric Stroke Awareness Month

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Proclamation](#)



PROCLAMATION

WHEREAS, stroke occurs at a rate of 1 in 1600 to 4000 live births each year and in 12 in 100,000 children per year, with stroke being the sixth leading cause of death in children; and

WHEREAS, between 50 and 85 percent of infants and children who have Pediatric Stroke will have serious, permanent neurological disabilities, including paralysis, seizures, speech and vision problems, attention, learning and behavioral difficulties, and may require ongoing physical therapy and surgeries; and

WHEREAS, the life-long health concerns and treatments resulting from Pediatric Stroke result in a heavy financial and emotional toll on the child, the family, and society; and

WHEREAS, very little is known about the cause, treatment and prevention of Pediatric Stroke; Pediatric Stroke risk factors; symptoms, prevention efforts, and treatment are often different in children than in adults; only through medical research can effective treatment and prevention strategies for Pediatric Stroke be identified and developed; and

WHEREAS, an early diagnosis and commencement of treatment of Pediatric Stroke greatly improves chances of recovery and prevention of recurrence;

NOW THEREFORE, I, Mark Holm, Mayor of the City of Ankeny, do hereby proclaim the month of May 2022 as “Pediatric Stroke Awareness Month” In the City of Ankeny, I urge all citizens to join me in supporting the efforts, programs, services, and advocacy the International Alliance for Pediatric Stroke provides as they strive to enhance public awareness of Pediatric Stroke.

DATED AND SIGNED this the 2nd day of May, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2022-41: Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by TJL Investments, LLC from R-1, One-Family Residence District, to PUD, Planned Unit Development.

EXECUTIVE SUMMARY:

The applicant, Grove View, LLC is requesting to rezone property from R-1, One-Family Residence District, to PUD, Planned Unit Development. The area subject to the proposed rezoning consists of a 19.25-acre (+/-) portion of property located northeast of the intersection at NW 18th Street and NW Abbie Drive—adjacent to the northwestern corporate limits of Ankeny. The property is currently zoned R-1, One-Family Residence District, and is surrounded by properties to the north and east which are also zoned R-1, One-Family Residence District; while properties to the south are zoned Grove Landing PUD with medium-density residential land uses. Surrounding properties to the west are unincorporated—zoned under Polk County as AT, Agricultural Transition District.

The subject property was annexed into the City of Ankeny as a petitioned property of the 1,600-acre Northwest Annexation in 2007. The applicant, Grove View, LLC, is now proposing to rezone the property

owned by TJL Investments, LLC from R-1, One-Family Residence District to PUD, Planned Unit Development. The proposed rezoning generally aligns with The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, which indicates the area subject to rezoning as Medium-Density and Low-Density Residential.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on March 22, 2022.

PUBLIC OUTREACH EFFORTS:

Legal publication and notification.

The Plan and Zoning Commission held a public hearing at their meeting on March 8, 2022.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-41.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Ordinance
 P&Z Minutes
 Staff Report
 Applicant Letter
 P&Z Stamped PUD Book
 P&Z Stamped Rezoning Exhibit
 Map



PUBLIC HEARING 2022-41

5:30 P.M.

MAY 2, 2022

PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY TJL INVESTMENTS, LLC

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2109 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by TJL Investments, LLC

FROM: its current R-1, One-Family Residence District,

TO: PUD, Planned Unit Development

Layman's Description – approximately 19.25 acres (+/-) located northeast of the intersection at NW 18th Street and NW Abbie Drive.

Notice of this hearing was published in the Des Moines Register on the 22nd day of April, 2022 and notices were mailed to affected property owners as required by law.

Mayor:

"Has any written correspondence been received for this hearing"?

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing 2022-41.

Mayor

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

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY TJL INVESTMENTS, LLC FROM R-1, ONE-FAMILY RESIDENCE DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT

WHEREAS, on the 8th day of March, 2022, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 22nd day of March, 2022, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by TJL Investments, LLC, from R-1, One-Family Residence District, to PUD, Planned Unit Development; and

WHEREAS, on the 6th day of June, 2022, after due notice and hearing provided by law, the City Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00°24'28" EAST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT OF WAY LINE OF NW 18TH STREET AS SHOWN ON THE WARRANTY DEED RECORDED IN BOOK 18392 PAGE 299 AND THE POINT OF BEGINNING; THENCE NORTH 00°24'28" EAST ALONG SAID WEST LINE, 1265.02 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00°04'29" EAST ALONG SAID WEST LINE, 665.06 FEET; THENCE NORTH 89°47'18" EAST, 370.62 FEET; THENCE SOUTH 00°42'00" EAST, 387.93 FEET TO THE NORTHWEST CORNER OF PARCEL 2019-236 WHICH IS RECORDED IN BOOK 17573 PAGE 282-283; THENCE SOUTH 00°42'00" EAST ALONG THE WESTERLY LINE OF SAID PARCEL 2019-236, A DISTANCE OF 1039.10 FEET; THENCE SOUTH 36°30'02" EAST ALONG SAID WESTERLY LINE, 254.01 FEET; THENCE SOUTH 89°47'04" EAST ALONG SAID WESTERLY LINE, 106.50 FEET TO THE NORTHWEST CORNER OF PARCEL 'A' WHICH IS RECORDED IN BOOK 10865 PAGE 248; THENCE SOUTH 00°12'34" WEST ALONG THE WEST LINE OF SAID PARCEL 'A', 320.71 FEET TO SAID NORTH RIGHT OF WAY OF NW 18TH STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1250.00 FEET, WHOSE ARC LENGTH IS 215.76 FEET AND WHOSE CHORD BEARS NORTH 84°51'34" WEST, 215.49 FEET; THENCE NORTH 89°48'15" WEST ALONG SAID NORTH RIGHT OF WAY, 439.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.25 ACRES THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 19.25-acres (+/-) located northeast of the intersection
at NW 18th Street and NW Abbie Drive.

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

SECTION I. The Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, are hereby amended to rezone the above-described property owned by TJL Investments, LLC from R-1, One-Family Residence District, to PUD, Planned Unit Development.

SECTION II. REPEAL. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III. EFFECTIVE DATE. This Ordinance shall be in effect upon its final passage and publication, as provided by law.

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

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN
THE DES MOINES REGISTER
ON THE ____ DAY OF _____, 2022**

**1st Con _____ (Public Hearing)
2nd Con _____
3rd Con _____**

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, March 8, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair G.Hunter called the March 8, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

PUBLIC HEARINGS

Item #3. Grove View, LLC request to rezone property owned by TJJ Investments, LLC from R-1, One-Family Residence District to PUD, Planned Unit Development

B.Morrissey reported that the applicant, Grove View, LLC is requesting to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development. He said the area subject to the proposed rezoning consists of an approximate 19.25-acres and is located near the intersection of NW 18th Street and NW Abbie Drive in the NW quadrant of Ankeny. B.Morrissey stated the subject area is currently zoned R-1, One-Family Residence District, which was the standard zoning the property was assigned when it was annexed into the City in 2007. The neighboring properties to the north are zoned R-1, and the properties to the east are zoned R-3, with restrictions and the property to the south is zoned Grove Landing PUD. He shared that the Ankeny Corporate Limits border the property to the west, which is county and is zoned Agricultural Transition District. B.Morrissey noted that the proposed rezoning request generally aligns with the Ankeny Plan 2040 Future Land Use Map as the subject area has been identified as being utilized for medium and low density residential. A PUD book has been included as part of this request that outlines proposed streets, utility layouts, parkland and bulk regulations. B.Morrissey reviewed the proposed access to the development, utility connections and the Master Plan. He said the Master Plan is intended to satisfy the need for a preliminary plat in the future. B.Morrissey said the applicant has submitted the required rezoning petitions, notifications were mailed to all properties within 250' of the subject property, a legal notice was published and public notification signage was posted on the property. Staff will present a complete staff report at the next Plan and Zoning Commission meeting on March 22, 2022.

L.West asked what the land designation is on the Future Land Use Map for the property to the east of this property. B.Morrissey responded, medium density.

Jake Becker, McClure Engineering Company, 1360 NW 121st Street, Clive, representing the developer said staff did a good job with the request. He asked the Commission if they had any questions.

There were no questions from the Commission.

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

Motion by T.Rapp to close the public hearing, and receive and file documents. Second by L.West. Motion carried 5 – 0 – 1 (Abstain: R.Weisheit).

Chair G.Hunter informed the audience that this item will be back before the Commission on March 22, 2022.

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, March 22, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair G.Hunter called the March 22, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

BUSINESS ITEMS

Item #3. Grove View, LLC request to rezone property owned by TJL Investments, LLC from R-1, One-Family Residence District to PUD, Planned Unit Development

B.Morrissey reported that there was a public hearing on this item at the March 8, 2022 Plan and Zoning Commission. He said the applicant, Grove View, LLC is requesting to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development. He said the area subject to the proposed rezoning consists of an approximate 19.25-acres and is located near the intersection of NW 18th Street and NW Abbie Drive in the NW quadrant of Ankeny. B.Morrissey stated the subject area is currently zoned R-1, One-Family Residence District, which was the standard zoning the property was assigned when it was annexed into the City in 2007. The neighboring properties to the north are zoned R-1, and the properties to the east are zoned R-3, with restrictions and the property to the south is zoned Grove Landing PUD. He shared the property to the west, is county and is zoned Agricultural Transition District. He noted that a PUD book has been included as part of this request that outlines proposed streets, utility layouts, parkland and bulk regulations. B.Morrissey presented and reviewed the Master Plan indicating that Parcel A is being utilized for single-family detached homes and Parcel B for bi-attached homes. B.Morrissey commented that the proposed rezoning request generally aligns with the Ankeny Plan 2040 Future Land Use Map. He said the Master Plan is intended to satisfy the need for a preliminary plat in the future. B.Morrissey said the applicant has submitted the required rezoning petitions, notifications were mailed to all properties within 250' of the subject property, a legal notice was published and public notification signage was posted on the property. He further said that at the public hearing, there were no comments or questions from the public. Staff recommends City Council approval of the request by Grove View, LLC to rezone property from R-1, One-Family Residence District, to PUD, Planned Unit Development.

T.Rapp asked if the cross streets that dead-end line up with a reasonable grid line. B.Morrissey said yes, they anticipate they will line up with future developments.

R.Weisheit asked if it is common for this size of property to not have any parkland dedicated. B.Morrissey explained that there are two options to parkland dedication, either payment in lieu of actually dedicating the parkland or dedicated parkland. He said the option will be there when the property is platted. E.Carstens said the plan is to piece together some ground from two or three different property owners for a park.

There were no further questions from the Commission.

Jake Becker, McClure Engineering Company, 1360 NW 121st Street, Clive, said he would answer any questions the Commission may have. He said in regard to parkland, there may be some land swapping and that is why the parkland is not included in this PUD.

Motion by R.Weisheit to recommend City Council approval of the request by Grove View, LLC to rezone property from R-1, One Family Residence District, to PUD, Planned Unit Development. Second by T.Ripper. All voted aye. Motion carried 5 – 0.

Agenda Item: Grove View PUD Rezoning – Action
Report Date: March 9, 2022
Prepared By: Bryan Morrissey *ESC*
Associate Planner

Staff Recommendation

That the Plan & Zoning Commission recommend City Council approval of the request by Grove View, LLC to rezone property from R-1, One Family Residence District, to PUD, Planned Unit Development.

Project Report

The applicant, Grove View, LLC is requesting to rezone property from R-1, One-Family Residence District, to PUD, Planned Unit Development.

The area subject to the proposed rezoning consists of a 19.25-acre (+/-) portion of property located northeast of the intersection at NW 18th Street and NW Abbie Drive—adjacent to the northwestern corporate limits of Ankeny. The property is currently zoned R-1, One-Family Residence District, and is surrounded by properties to the north that are zoned R-1, One-Family Residence District, properties to the east that are zoned R-3, Multiple-Family Residence District w/Restrictions, and properties to the south that are zoned Grove Landing PUD, which is generally comprised of medium-density residential land uses. Surrounding properties to the west are unincorporated—zoned under Polk County as AT, Agricultural Transition District.

The subject property was annexed into the City of Ankeny as a petitioned property of the 1,600-acre Northwest Annexation in 2007. The applicant, Grove View, LLC, is now proposing to rezone the property owned by TJL Investments, LLC from R-1, One-Family Residence District to PUD, Planned Unit Development. The proposed rezoning generally aligns with The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, which indicates the area subject to rezoning as Medium-Density and Low-Density Residential.

Language in the PUD book discusses parkland dedication requirements, landscaping, utility services, and architectural character with examples of the single-family detached and bi-attached residential products that could be located within their respective areas identified on the Land Use Plan. The Grove View PUD Master Plan outlines the general plan for development of the site with tentative residential lot lines, public streets, utility layouts and storm water detention. It's the applicant's intent that the PUD Master Plan provides enough detail that a standard preliminary plat may not be needed, so long as any final plats in the future generally conform to said master plan.

Access to the development will come via NW 18th Street with the continuation of NW Jackson Drive, while two local streets are shown that will allow for future street connections when development of the surrounding area occurs. Pedestrian trails are not proposed within the development, although all of the proposed streets will have five-foot sidewalks extended on both sides. Utility connections are anticipated to come via NW 18th Street and will extend water, storm, and sanitary services throughout the development. Storm water will be captured via one of the multiple intakes in the development before being detained in Outlot 'Z'. The proposed PUD Master Plan indicates Parcel A as being utilized for single family detached homes, while Parcel B is indicated as being utilized for bi-attached homes, which generally aligns with what's shown for the subject area in The Ankeny Plan 2040 Future Land Use Map. The bulk regulations for Parcels A and B are as follows:

- Single Family
 - Minimum lot area: 5,000 sf
 - Minimum lot width: 50 ft
 - Maximum story height: 2
 - Front setback: 25 ft
 - Side setback: 10 ft total; 5 ft minimum on each side
 - Rear setback: 30 ft
- Two-Family
 - Minimum lot area: 4,000 sf
 - Minimum lot width: 40 ft
 - Maximum story height: 2
 - Front setback: 25 ft
 - Side setback: 10 ft total; 5 ft minimum on each side
 - Rear setback: 25 ft

The developer has submitted rezoning petition owner signatures consisting of 100% of the land area subject to the rezoning, exceeding the minimum required 50% of property owners; and 65.6% of the land area within 250' of the subject property—not including City of Ankeny or Polk County—encompassing 3 of 10 such property owners, and exceeding the minimum required 60% of surrounding petitioned property.

Notifications of the public hearing were mailed to the surrounding property owners within 250' of the property on February 23, 2022; and a legal notice of the proposed rezoning was published on February 25, 2022. The Zoning Ordinance also requires that the applicant of a proposed rezoning post public notification signage on the property to inform the public of the proposed change, as well as the time and place of the public hearing. The applicant posted the signage on Tuesday, March 1, 2022, providing the minimum required seven days of notification for the proposed rezoning before this public hearing.

Public Hearing

The Plan and Zoning Commission held a public hearing for the proposed rezoning on March 8, 2022. There were no questions or comments from the public. A complete recap of the public hearing can be found in the minutes from the meeting.



01/22/2022

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

1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

RE: Grove View PUD – Rezoning

Dear Honorable Mayor, City Council, and Plan & Zoning Commission Members,

On behalf of ATI Group, we are pleased to submit a rezoning request for approximately 19 acres in the City of Ankeny north of NW 18th Street and respectfully request your approval of said rezoning request.

This proposal is to rezone the property from R-1 to the Grove View PUD. The development plan as presented is generally consistent with the City's Comprehensive Land Use Plan and represents strategic and thoughtful residential growth for the City of Ankeny. Additionally, we believe the proposed PUD zoning offers the following advantages to the City of Ankeny and its residents:

- Simultaneously offer flexibility in development yet establish general structure and framework of the planned property
- Provide a variety of housing types and price points that encourages diverse opportunities for a wider range of potential citizens
- Provide adequate information for the City, general public, and neighbors who may be living near or interacting with the development to understand the big picture
- Provide adequate information for future Developers, homebuilder partners, and homebuyers to set expectations of current and future development

This letter of request is included as part of the PUD submittal package that establishes the framework for the next highly sought-after area in the City of Ankeny. We thank you for your consideration of approval of this project.

Sincerely,

McClure Engineering Company

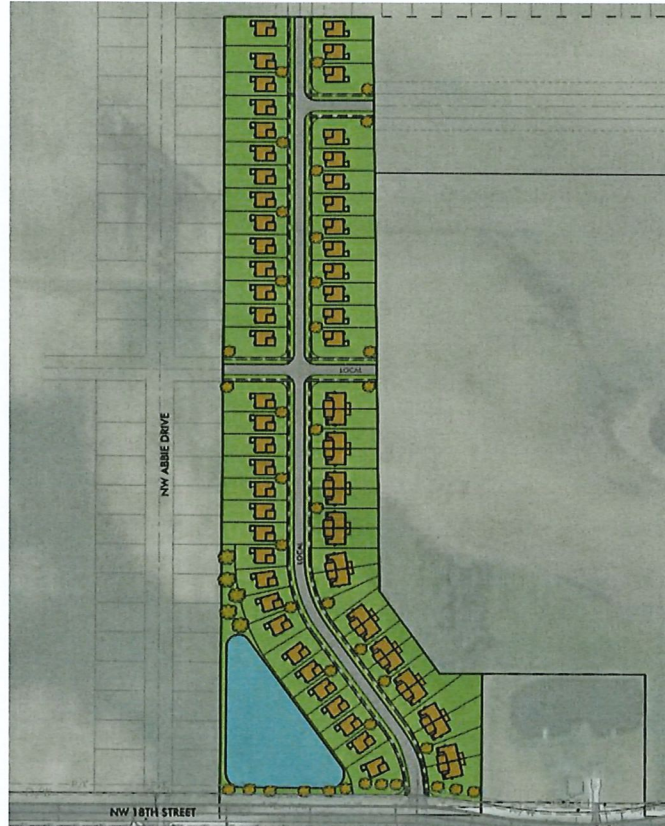
A handwritten signature in blue ink, appearing to read 'Jake Becker'.

Jake Becker, PE
Project Manager

Cc: ATI Group

GROVE VIEW

PLANNED UNIT DEVELOPMENT
CITY OF ANKENY



PREPARED BY:



PREPARED ON:
01/03/2022

REVISIONS:
2/25/22
3/11/22

ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date	<u>March 22, 2022</u>
Ayes	<u>5</u>
Nays	<u>0</u>
Abstain	<u>—</u>
Absent	<u>2</u>
APPROVED	
<u>G. Hunter</u>	
Chairperson	
<u>B. Stupansky</u>	
Secretary	

RECEIVED

MAR 11 2022

CITY OF ANKENY

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01/22/2022

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RE: Grove View PUD – Rezoning

Dear Honorable Mayor, City Council, and Plan & Zoning Commission Members,

On behalf of ATI Group, we are pleased to submit a rezoning request for approximately 19 acres in the City of Ankeny north of NW 18th Street and respectfully request your approval of said rezoning request.

This proposal is to rezone the property from R-1 to the Grove View PUD. The development plan as presented is generally consistent with the City's Comprehensive Land Use Plan and represents strategic and thoughtful residential growth for the City of Ankeny. Additionally, we believe the proposed PUD zoning offers the following advantages to the City of Ankeny and its residents:

- Simultaneously offer flexibility in development yet establish general structure and framework of the planned property
- Provide a variety of housing types and price points that encourages diverse opportunities for a wider range of potential citizens
- Provide adequate information for the City, general public, and neighbors who may be living near or interacting with the development to understand the big picture
- Provide adequate information for future Developers, homebuilder partners, and homebuyers to set expectations of current and future development

This letter of request is included as part of the PUD submittal package that establishes the framework for the next highly sought-after area in the City of Ankeny. We thank you for your consideration of approval of this project.

Sincerely,

McClure Engineering Company

A handwritten signature in blue ink, appearing to read "Jake Becker", is written over a light blue horizontal line.

Jake Becker, PE
Project Manager

Cc: ATI Group

GROVE VIEW PUD

SECTION 1 - PURPOSE The primary and technical purpose of this PUD document is to provide the framework and basis to change the official zoning of the parcel of ground as described in Section 2 herein from R-1 to PUD.

Additionally, the following purposes are also considered vital to the intents this PUD document:

- Simultaneously offer flexibility in development yet establish general structure and framework of the planned property
- Provide sufficient and expanded details so that a Preliminary Plat is not necessary for future development proceedings
- Provide adequate information for approving entities (City Council, P&Z, City Staff, etc.) to feel comfortable approving this PUD and future development proceedings
- Provide adequate information for future Developers, homebuilder partners, and homebuyers to set expectations of current and future development
- Provide adequate information for the general public and neighbors who may be living near or interacting with the development to understand the big picture

SECTION 2 - LEGAL DESCRIPTION The Official Zoning Map of the City of Ankeny, Iowa, is proposed to be amended from R-1 to PUD, for the property legally described as follows:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00°24'28" EAST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT OF WAY LINE OF NW 18TH STREET AS SHOWN ON THE WARRANTY DEED RECORDED IN BOOK 18392 PAGE 299 AND THE POINT OF BEGINNING; THENCE NORTH 00°24'28" EAST ALONG SAID WEST LINE, 1265.02 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00°04'29" EAST ALONG SAID WEST LINE, 665.06 FEET; THENCE NORTH 89°47'18" EAST, 370.62 FEET; THENCE SOUTH 00°42'00" EAST, 387.93 FEET TO THE NORTHWEST CORNER OF PARCEL 2019-236 WHICH IS RECORDED IN BOOK 17573 PAGE 282-283; THENCE SOUTH 00°42'00" EAST ALONG THE WESTERLY LINE OF SAID PARCEL 2019-236, A DISTANCE OF 1039.10 FEET; THENCE SOUTH 36°30'02" EAST ALONG SAID WESTERLY LINE, 254.01 FEET; THENCE SOUTH 89°47'04" EAST ALONG SAID WESTERLY LINE, 106.50 FEET TO THE NORTHWEST CORNER OF PARCEL 'A' WHICH IS RECORDED IN BOOK 10865 PAGE 248; THENCE SOUTH 00°12'34" WEST ALONG THE WEST LINE OF SAID PARCEL 'A', 320.71 FEET TO SAID NORTH RIGHT OF WAY OF NW 18TH STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1250.00 FEET, WHOSE ARC LENGTH IS 215.76 FEET AND WHOSE CHORD BEARS NORTH 84°51'34" WEST, 215.49 FEET; THENCE NORTH 89°48'15" WEST ALONG SAID NORTH RIGHT OF WAY, 439.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.25 ACRES THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

GROVE VIEW PUD

SECTION 3 - MASTER PLAN ADOPTION Attached hereto and made a part of this rezoning approval, for concept description and delineation is the Grove View Master Plan listed as Appendix A. The Master Plan is adopted to establish the rules, regulations, and development guidelines for the land use and performance standards pursuant to Section 192.15 of the Municipal Code of the City of Ankeny, Iowa, for the development of the Grove View PUD. The Master Plan layout, including the relationship of uses to each other and the relationship of land use to the general plan framework, and development requirements, shall be used as the implementation guide.

Individual parcels within the PUD may be developed independent of other parcels or tracts, provided the minimum requirements are met, unless modified herein, and the development of the parcel allows for the proper development of other parcels or tracts within the PUD.

It is recognized that shifts or modifications to the Master Plan layout and reasonable adjustments to the PUD Land Use Parcel boundaries may be made in order to establish workable street patterns, storm water management systems or facilities, elevations, grades, and/or usable building sites. Any modifications to the Master Plan considered by the Zoning Administrator to be major or significant and any amendments to the PUD text shall be made pursuant to Subsection 192.15 of the Municipal Code of the City of Ankeny, Iowa.

SECTION 4 - REQUIRED PLANS The following plans shall be required as a part of the processing of any development application for any property within the Grove View PUD.

1. Preliminary Plat: The Master Plan provides sufficient detail that a Preliminary Plat is not necessary and may be excluded from the development review process.
2. Construction Drawings or Site Plans: Standard City of Ankeny processes and procedures shall be utilized for preparing, reviewing, and approving drawings to facilitate construction of public or private infrastructure. These are generally referred to Construction Drawings for public subdivision work and Site Plans for private site work. Said Drawings or Plans shall generally conform to the Master Plan and shall demonstrate that properly sized and located public sanitary sewers, storm sewers, water mains, and streets will be constructed adjacent to or across the respective property in order to fully serve other areas within the PUD.
3. Platting: Prior to, or in conjunction with development of any portion of the PUD, said area shall be platted in accordance with the City of Ankeny subdivision regulations to delineate within a plat the parcel to be developed except as noted in this ordinance.
 - a. Final Plats: A Final Plat shall be the mechanism to create a buildable lot on property within this PUD. Final Plats shall conform to City standards including content, review, and approval.
 - b. Plats-of-Surveys: In order to facilitate the sale or transfer of ownership of property within the PUD, a Plat-of-Survey may be created in accordance with State Law and submitted to the City of Ankeny for its review and approval following a finding of general compliance within the intent of the PUD. It is understood that the transfer of title of any property in the PUD is an interim measure to facilitate development of the PUD and will ultimately culminate in the Final Platting of the respective property. Parcels created by Plat-of-Survey shall not be buildable and no building permit shall be issued until the parcel is platted as part of a Subdivision Plat is approved and the final plat is recorded. No public or private infrastructure improvements are required to

be installed or surety posted for any parcels created by Plat-of-Survey.

- c. Outlots: As part of a Subdivision Plat, Outlot(s) may be created to facilitate the sale or transfer of ownership. Outlots shall not be buildable and no building permit shall be issued until such time that a Subdivision Plat is approved and the final plat is recorded that replats said Outlot(s) into one or more regular Subdivision Lots. No public or private infrastructure improvements are required to be installed or surety posted for any Outlots created by Subdivision Plat.
- d. Acquisition Plats: Public street rights-of-way may be established by Acquisition Plat following the review and approval by the City.
- e. Postage Stamp Lots: Individual lots created within a common lot or outlot that is owned and controlled by an Owner's Association or condominium regime, commonly referred to as a *Postage Stamp Lot*, may be permitted provided it is within an approved master planned development and the surrounding common lot or outlot meets the City's requirements for lot frontage, and provides for cross access/egress and public utilities for the Postage Stamp Lots. This type of lot is restricted to land use Parcel A.

SECTION 5 - GENERAL CONDITIONS The following general site development criteria are applicable to the Grove View PUD:

1. Any regulation, standard, provision or requirement that is not specifically addressed within this document that is regulated elsewhere in the Municipal Code of Ankeny, Iowa, the requirements of the Municipal Code shall be enforced.
2. All subdivisions, public streets, public street rights-of-way, public improvements, and other general development improvements shall adhere to the standards and design criteria set forth in the Ankeny Subdivision Ordinance and the Statewide Urban Design Specifications (SUDAS) as adopted or as amended by the City of Ankeny, pertaining thereto, unless otherwise stated within this Ordinance or approved by City Council. To allow for creative residential community design, alternate public ROW sections may be considered to allow for flexibility in unit design and layout.
3. Applicable in all areas located within a 100-year frequency flood hazard zone, or in adjoining drainageways, detention areas, or other storm water management areas involving potential flood hazards, no building shall be erected which has a lowest floor elevation, including basements, of less than one (1) foot above the determined level of the one hundred (100) year frequency flood event; or the building shall be flood proofed to the same elevation. No building shall be erected within 25-feet of any major drainage (as determined by the storm water management plan), storm water detention basin or pond, unless approved by the City.
4. The Developer, its successors and assigns, if any, shall pay all construction and engineering costs for the development and improvement of its property, including improvements located in all rights-of-way to be dedicated to the City, all in accordance with the current City policies and ordinances in effect at the time of development unless otherwise addressed in an approved Development Agreement.

GROVE VIEW PUD

SECTION 6 - STREET CIRCULATION AND RIGHT-OF-WAY Appendix A shows a conceptual roadway circulation system including the classification of each road. The minimum standards of each road classification are as follows:

NW Jackson Drive (Local):

- 60' Right of Way
- 27' wide paving
- Widened to 37' wide and 3-lanes at intersection with NW 18th Street
- Parking on west side of street
- 5' sidewalk on both sides
- No lots shall have direct access to NW 18th Street

Residential Local Streets:

- 60' Right of Way
- 27' wide paving
- Parking on south side of street
- 5' sidewalk on both sides

At a minimum, the Developer of each area shall design the street circulation system and shall extend designated roadways across its plat to adjacent areas. Public street right-of-way shall be dedicated to the City at the time of platting consistent with the above standards or as approved by City Council.

Private streets may be utilized if approved in a site-specific Site Plan and shall establish a private street easement. Said easement shall detail the private street ownership, maintenance, private access rights, and the right of use by the general public and city emergency service vehicles for access and circulation. Alternate curb sections may be allowed on private streets if reviewed and approved by City Council at the time of development.

SECTION 7 - PEDESTRIAN TRAILS

Pedestrian trails or "oversized" sidewalk are not proposed within this development.

SECTION 8 - OPEN SPACE

1. All common open space intended for public use (i.e., pedestrian trails or stormwater detention) shall generally be contained within an Outlot or easement. Outlots shall be owned and maintained by the HOA.

SECTION 9 - PARKLAND DEDICATION

1. All development within this PUD shall comply with the City's parkland dedication requirements. Provisions provided as part of this Section are intended to fully satisfy the parkland dedication requirements for the entire Grove View development.
2. A payment in lieu of dedication is proposed by the developer utilizing the City of Ankeny's standard parkland calculation for area and value.

LAND USE PARCEL	LAND USE	AREA	PARKLAND REQUIRED	PARKLAND REQUIRED
		(ACRES)	(%)	(ACRES)
A	MDR	14.3	10%	1.4
B	MDR	5	10%	0.5
TOTAL PARKLAND REQUIRED:				1.9

3. Should future PUD modifications occur that would result in an increase in required parkland dedication, the difference in parkland dedication shall be satisfied with the first Plat in the modified Parcel(s).

SECTION 10 - SANITARY SEWER SERVICE AND STORM WATER DRAINAGE Each Developer shall extend sanitary and storm sewers across its plat at sufficient capacity and appropriate elevations and locations to serve the respective service areas. The Developer of all areas within the PUD shall submit to the City for its review and approval, as part of the Subdivision Plat and any Site Plan review and approval process, a sanitary sewer service and storm water drainage plan which satisfies the City's development standards and regulations. Sanitary sewer plan and profile pages in Construction Drawings and/or Site Plans and a site-specific Storm Water Management Plan would generally suffice for the purposes of this Section's requirements.

Sufficient service is defined herein as sanitary sewer and storm water drainage facilities (pipes, structures, drainageways, detention ponds, and similar facilities) adequately sized and designed, including location and depth/elevation, to accommodate the expected flows generated within the service area. Furthermore, the design shall provide for the extension of the facilities across or through the respective Subdivision Plat and/or Site Plan so that all areas within the service area including those located 'upstream' from the Plat and/or Site Plan shall be adequately served.

As previously stated, the Master Plan in Appendix A contains certain pages that are more detailed than necessary in traditional PUD documents. One of the reasons for this is to provide a baseline for utility extensions as it relates to the overall development. The GN-series pages function essentially as a Preliminary Plat. As such, Developers shall generally adhere to utility plans depicted in Appendix A in regard to utility extensions to adjacent sites. Since more detail is provided in a traditional PUD Master Plan, special consideration should be made to reasonable modifications and deviations of Construction Drawings, Site Plans, and/or Final Plats from this Master Plan in regard to specific configuration, lot sizing, utility layout, and other provisions.

SECTION 11 - STORM WATER MANAGEMENT A Master Storm Water Management Plan (titled "Grove View Master Storm Water Management Plan") is prepared and approved coincident with this PUD. This Master SWMP provides calculations and discussions in regard to storm water detention requirements for a majority of the site. As a part of the review and approval for each Subdivision Plat or Site Plan, a storm water management plan for the area within the Subdivision Plat and/or Site Plan shall be submitted to the City for its approval. Subsequent, plat/site-specific SWMPs will serve the purpose of establishing compliance with the Master SWMP and to provide specific storm water details (i.e., intake and pipe capacity calculations). All storm water management plans shall generally comply with the Master SWMP or provide calculations justifying changes.

SECTION 12 - LAND USE DESIGN CRITERIA The following land use design criteria shall apply to the respective Land Use parcels designated on the Grove View Master Plan. The intent of this section is to establish bulk regulation criteria for each Land Use parcel similar to traditional City of Ankeny zoning criteria. Criteria specifically listed herein shall be the governing standards, however a similar City of Ankeny zoning classification is also listed in an effort to direct users to supplemental data for criteria not explicitly listed herein.

1. **Land Use Parcels A and B:** The intent of these parcels is to develop into primarily smaller or specialty detached single-family or attached duplex units. The closest similar City of Ankeny zoning classification is R-3 with restrictions. Land Use Parcel sizes and gross densities are planned as shown below:

GROVE VIEW PUD

Parcel	Size	Maximum* Units	Maximum* Gross Density
A	14.3 Acres	72 Units	5.0 DU per Ac.
B	5.0 Acres	25 Units	5.0 DU per Ac.

*Maximum listed in this table may not reflect the Master Plan or subsequent approval process, but in no case shall the Master Plan or subsequent approval process propose more than the number listed in this table.

- a. Allowed Uses: All permitted principal and accessory uses and special uses as provided in the City Code for the R-1, R-2, and R-3 districts. Setbacks are modified in accordance with the following table for each land use.
- b. Bulk Regulations: All setbacks shall be in accordance with the Height and Bulk Regulations for the R-1, R-2, and R-3 districts, except as modified herein.

Use	Lot Area	Lot Width	Story Height Limit	Front Setback	Side Setback	Sum of Side Setbacks	Rear Setback
Single Family	5,000 sf	50 ft	2	25 ft	5 ft	10 ft	30 ft
Two-Family	4,000 sf	40 ft	2	25 ft	5 ft	10 ft	25 ft

SECTION 13 - GENERAL LANDSCAPE STANDARDS

1. All areas not covered by building or paving shall be landscaped with turf grass, prairie grass, plant beds, shrubs, and/or trees in accordance with open space and landscaping requirements set forth the City Zoning Ordinance.
2. It is anticipated that the Restrictive Covenants will provide specific requirements on individual lots in regard to landscaping requirements, specifically tree lots in land use Parcels A and B. Such requirements would be implemented in an effort to create a canopy of overstory trees decades after development is completed. Specific requirements and species would be specified in the Restrictive Covenants.
3. 25' Buffer Easements are proposed along NW 18th Street. These easements will be allowed to overlap PUEs and Gas Easements. No fences or sheds are allowed within the Buffer Easements. Tree/buffer requirements per Ankeny City code are to be within the Buffer Easements.

GROVE VIEW PUD

SECTION 14 - ARCHITECTURE AND SITE DESIGN REGULATIONS

1. All structures shall comply with the City's architectural standards set forth in the City Zoning Ordinance.
2. All structures shall comply with the Restrictive Covenants as prepared with each respective phase of development.
3. Appendix B includes general examples of the expectations of architectural character of the structures within Grove View.
4. Side-by-side usage of the exact same frontage elevation for a single-family home shall be avoided where practical. When same front elevations are located side-by-side, differing colors and/or building materials shall be applied. For the sake of clarity, this requirement will not apply to duplex-style homes.

SECTION 15 - SIGNAGE All signage shall be in compliance with the City Zoning Code regulations.

SECTION 16 - DEFINITION The term "Developer" for the purpose of the Ordinance, shall mean any person, individual, firm, partnership, association, corporation, estate, trust, entity, or agent or same acting or proposing to subdivide land, improve or develop land including grading or installation of utilities, or plat a Land Use Area Parcel (or fractional part therein) within the PUD by improving or grading the parcel, installing utilities, or for the construction of a building or buildings or amenities.

SECTION 17 - VIOLATIONS AND PENALTIES Any person who violates the provision of this Ordinance upon conviction shall be punished as set forth in the Municipal Code of the City of Ankeny, Iowa.

SECTION 18 - OTHER REMEDIES In addition to the provisions set out in Violation and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 19 - REPEALER All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 20 - SEVERABILITY CLAUSE In any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 21 - EFFECTIVE DATE This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

APPENDICIES:

Appendix A – Grove View Master Plan (pgs 1-5)
Appendix B – Architectural Character

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GROVE VIEW MASTER PLAN

Owner / Developer

Grove View, LLC
1615 SW Main Street, Suite #207
Ankeny, IA 50023
Attn: Eric Bohnenkamp
(712) 540-3756

Engineer / Designer

McClure Engineering Company
1360 NW 121st Street
Clive, IA 50325
Attn: Jake Becker, PE
(515) 964-1229

Zoning

EXISTING - R-1 (ONE-FAMILY RESIDENCE DISTRICT)
PROPOSED - GROVE VIEW PUD

NOTES

1. THE INTENT OF THIS MASTER PLAN IS TO PROVIDE SUFFICIENT DETAIL SUCH THAT A TRADITIONAL PRELIMINARY PLAT IS NOT REQUIRED TO DEVELOP PORTIONS OF THIS PROPERTY THAT GENERALLY CONFORM TO THIS MASTER PLAN.
2. THE GRAPHICAL RENDERING PROVIDED ON THIS SHEET IS CONCEPTUAL IN NATURE AND INTENDED TO DEMONSTRATE THE GENERAL CHARACTER OF THE DEVELOPMENT. FINAL LAYOUT, CONFIGURATION, AND PRODUCT TYPE MAY REASONABLY DEVIATE FROM THIS PLAN.

SHEET LIST TABLE		
Sheet Number	Sheet Title	Sheet Description
1	MP-01	MASTER PLAN COVER SHEET
2	MP-02	PROPOSED LAND USE PLAN
3	EX-01	EXISTING CONDITIONS
4	GN-01	GENERAL LAYOUT AND GRADING PLAN
5	GN-02	GENERAL LAYOUT AND GRADING PLAN



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Clive, Iowa 50325
515-964-1229
fax 515-964-2370

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MASTER PLAN COVER SHEET



NORTH



GROVE VIEW PUD MASTER PLAN

ANKENY, IA
20218009
JANUARY 7, 2022

REVISIONS
2/25/2022
3/11/2022

ENGINEER
J BECKER

CHECKED BY
J BECKER

DRAWN BY
C SMITH

FIELD BOOK NO.
-

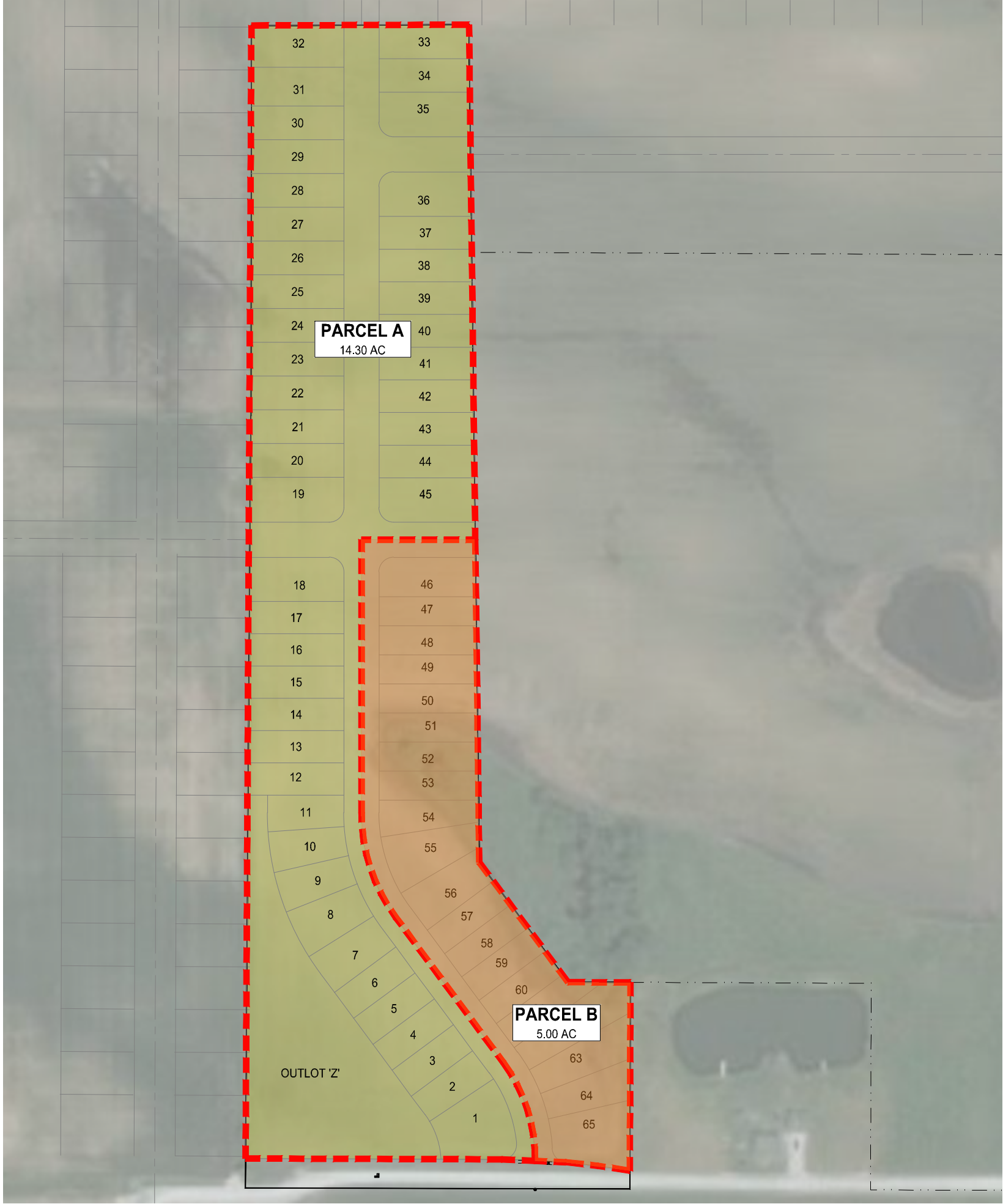
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SHEET NO.

MP-01

1 / 5

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GROVE VIEW LAND USE PLAN

BULK REGULATIONS
SEE PUD TEXT FOR BULK REGULATION TABLES AND DISCUSSION

DENSITY CALCULATIONS

PARCEL	SIZE (ACRES)	MAXIMUM UNITS (UNITS)	MAXIMUM GROSS DENSITY (DU / ACRE)
A	14.3	72	5
B	5.0	25	5
TOTAL	19.3	97	5.0

PARKLAND DEDICATION CALCULATION:

LAND USE PARCEL	LAND USE	AREA (ACRES)	PARKLAND REQUIRED (%)	PARKLAND REQUIRED (ACRES)
A	MDR	14.3	10%	1.4
B	MDR	5	10%	0.5
TOTAL PARKLAND REQUIRED:				1.9

- NOTES**
- ROW ACQUISITION FOR 18TH STREET CONSTRUCTION IS NOT INCLUDED IN THESE AREAS.
 - PARKLAND AREA IS GENERAL AND MAY NOT BE THE FINAL ACREAGE DEDICATED TO THE CITY. FINAL ACREAGE WILL BE DETERMINED DURING FINAL PLATTING OF RESPECTIVE AREAS. THE INTENT OF THIS MAP IS TO PROVIDE A GENERAL FRAMEWORK FOR PARKLAND DEDICATION AND/OR PAYMENT.
 - AREA INTERFACE LINES ARE BASED ON THE GRAPHICAL CONCEPT AND MAY REASONABLY ADJUST BASED ON FINAL LAYOUT PROPOSED DURING FINAL PLATTING STAGES.



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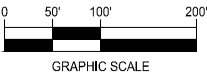
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PROPOSED
LAND USE PLAN



NORTH



GROVE VIEW PUD
MASTER PLAN

ANKENY, IA
20218009
JANUARY 7, 2022

REVISIONS
2/25/2022
3/11/2022

ENGINEER
J BECKER

CHECKED BY
J BECKER

DRAWN BY
C SMITH

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EXISTING CONDITIONS



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MASTER PLAN

ANKENY, IA
20218009
JANUARY 7, 2022

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2/25/2022
3/11/2022

ENGINEER
J BECKER

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C SMITH

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J BECKER

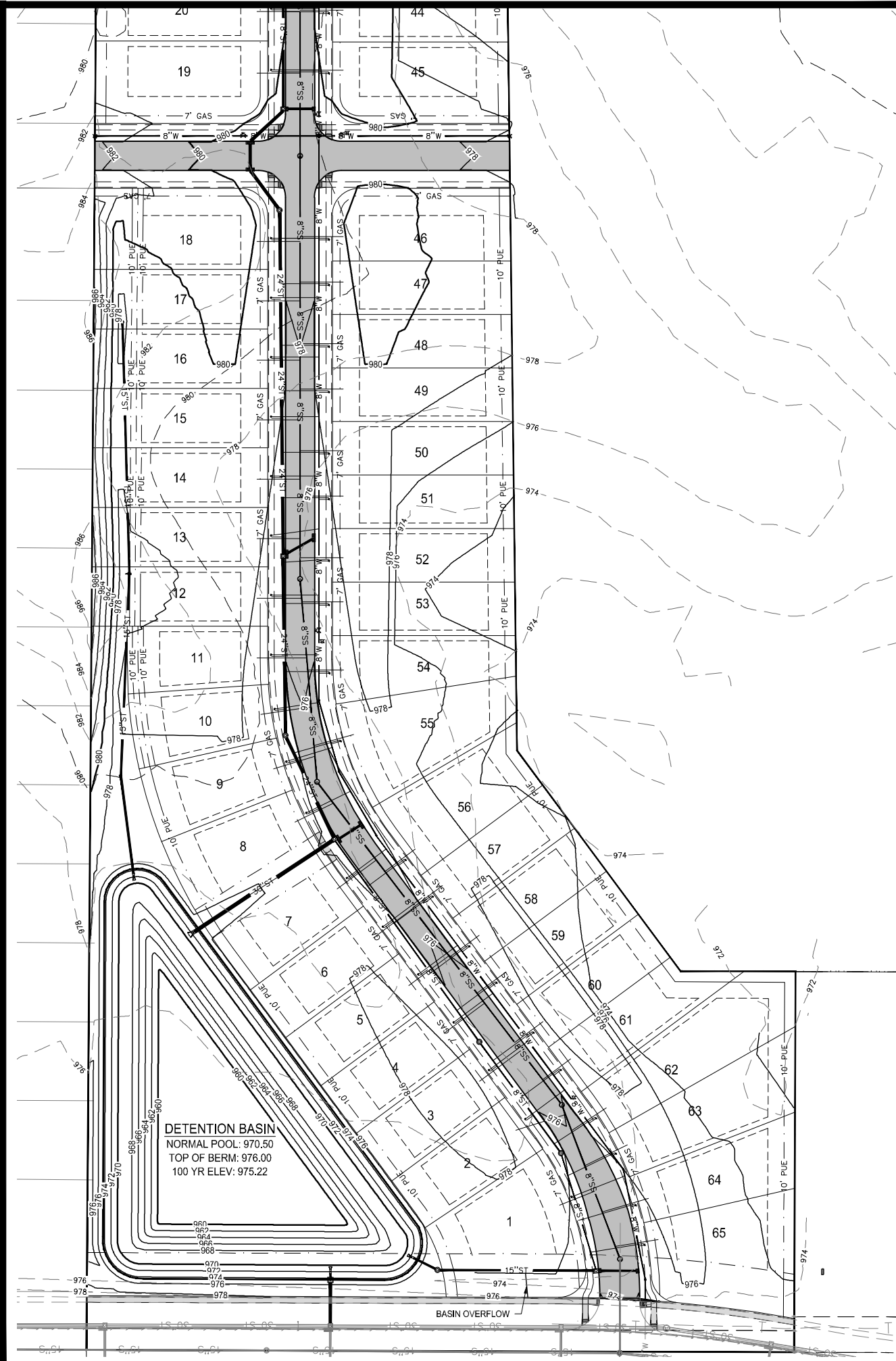
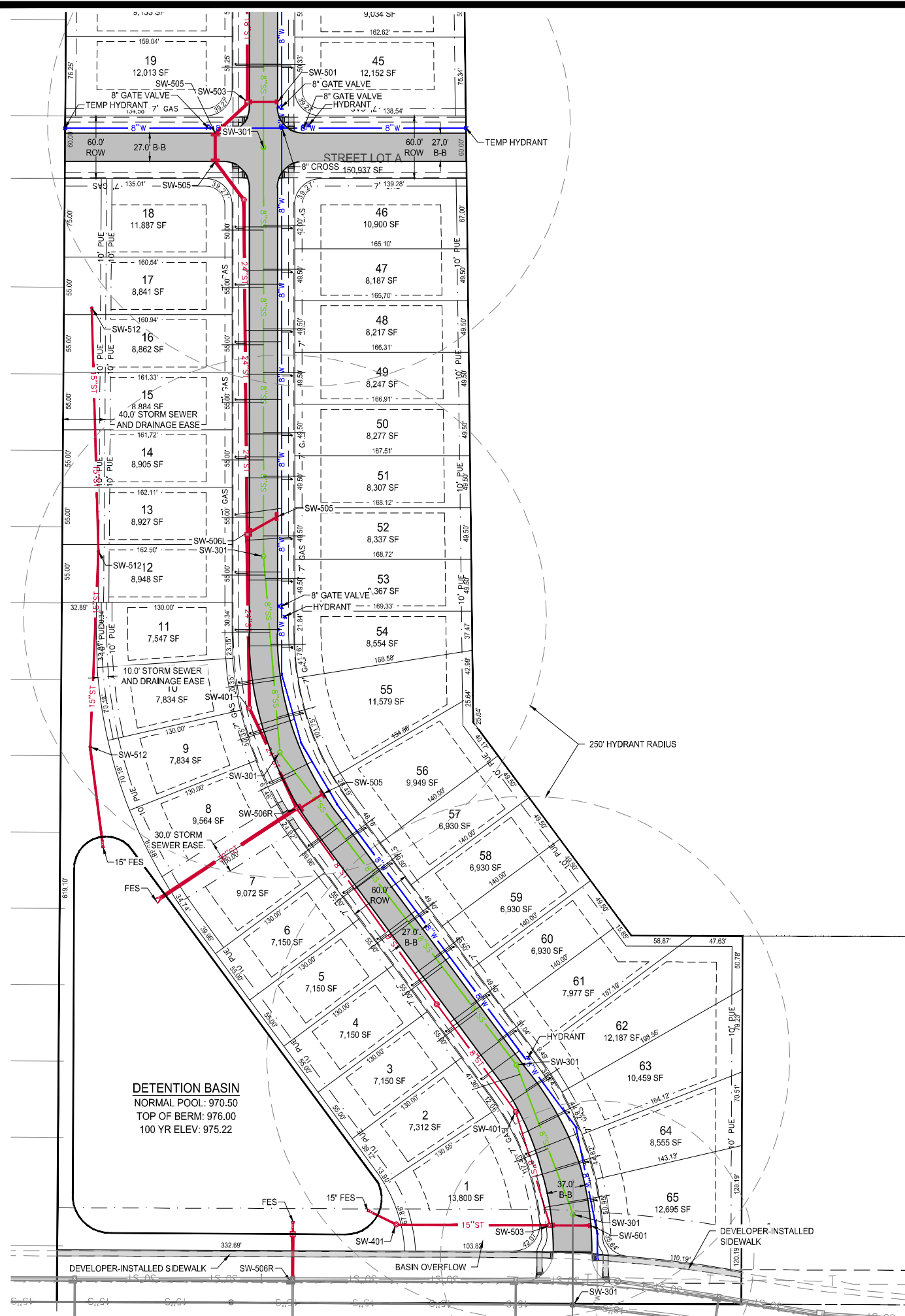
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EX-01

3 / 5



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GENERAL LAYOUT AND GRADING PLAN

NORTH

GROVE VIEW PUD
MASTER PLAN

REVISIONS
2/25/2022
3/11/2022

DRAWN BY
C SMITH

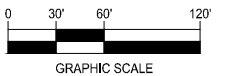
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GENERAL LAYOUT
AND GRADING PLAN



NORTH



GROVE VIEW PUD
MASTER PLAN

ANKENY, IA
20218009
JANUARY 7, 2022

REVISIONS
2/25/2022
3/11/2022

ENGINEER
J BECKER

DRAWN BY
C SMITH

CHECKED BY
J BECKER

FIELD BOOK NO.
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DRAWING NO.

SHEET NO.

GN-02 5 / 5

SINGLE FAMILY PRODUCT EXAMPLES

ALLOWED IN ALL LAND USE PARCELS



Figure 1



Figure 2



Figure 3



Figure 4



Figure 5



Figure 6

TWO-FAMILY PRODUCT EXAMPLES

ALLOWED IN LAND USE PARCEL B



Figure 7

Rezoning Exhibit
FOR
Grove View PUD
Ankeny, Iowa

Developer

Grove View, LLC
1615 SW Main Street, Suite #207
Ankeny, IA 50023
Attn: Eric Bohnenkamp
(712) 540-3756

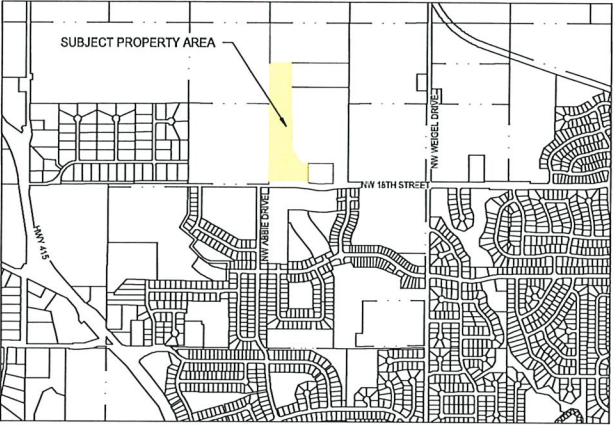
Owner

TJL Investments, LLC
1360 NW 121st Street
Clive, IA 50325
Attn: Terry Lutz
(515) 964-1229

Zoning

Existing - R-1 (ONE-FAMILY
RESIDENCE)

Proposed - Grove View PUD
(19.25 acres)

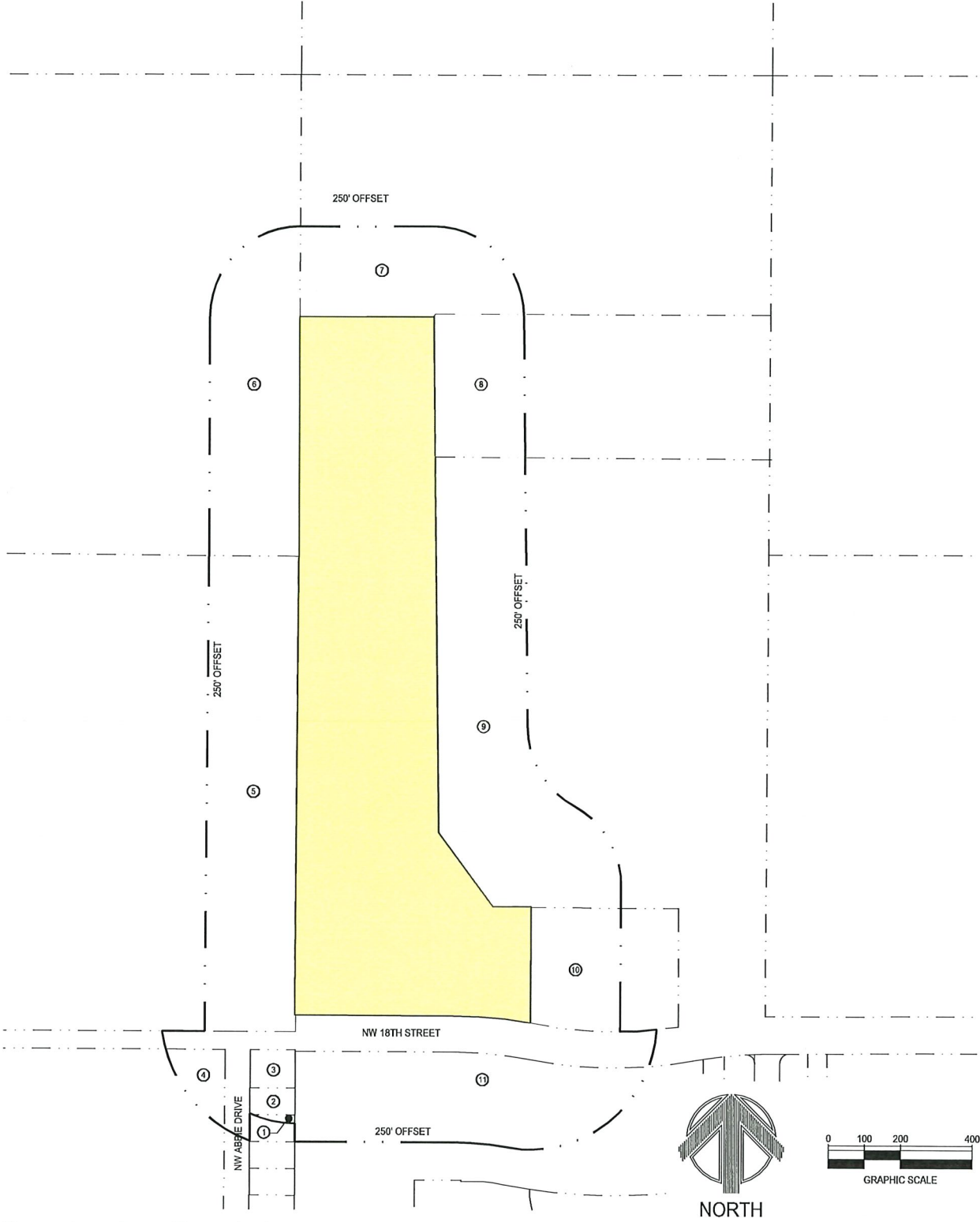


Vicinity Sketch
Scale: 1" = 1,500'

Rezoning Table

Parcel Number	Name of Property Owner	Legal Description	Parcel Number	Mailing Address	Total Area of Property	Area within 250' of rezoning	% of Area within 250' of rezoning
1	Gregory Sullivan	Lot 17 The Grove Plat 3	8024-17-204-003	1621 NW ABBIE DR ANKENY, IA 50023-9382	9,252 sf	1,863 sf	0.1%
2	Nicole White & Chris Guenther	Lot 18 The Grove Plat 3	8024-17-204-002	1703 NW ABBIE DR ANKENY, IA 50023	9,252 sf	9,305 sf	0.6%
3	JORDAN RIES WANDREY	Lot 19 The Grove Plat 3	8024-17-204-001	1707 NW ABBIE DR ANKENY, IA 50023	13,195 sf	13,195 sf	0.9%
4	ANKENY COMM SCHOOL DIST	LOT 65 THE GROVE PLAT 3	8024-17-203-001	306 SW SCHOOL ST ANKENY, IA 50023	663,312 sf	22,882 sf	1.5%
5	WILLIAM KIMBERLEY DEVELOPMENT CORP	SW 1/4 SE 1/4 EX S 50F SEC 8-80-24	8024-08-400-015	4121 NW 110TH AVE POLK CITY, IA 50226	1,676,757 sf	328,807 sf	21.9%
6	MOECKLY FAMILY FARM LLC	NW 1/4 SE 1/4 SEC 8-80-24	8024-08-400-001	1613 NW Abbie Dr, Ankeny, IA 50023	1,742,400 sf	214,495 sf	14.3%
7	HARDSHIP LAND LLC	N 1/2 NE 1/4 SE 1/4 SEC 8-80-24	8024-08-400-002	HARDSHIP LAND LLC 303 LOCUST ST STE 400 DES MOINES, IA 50309-1770	871,200 sf	140,082 sf	9.3%
8	TJL INVESTMENTS LLC	S 1/2 NE 1/4 SE 1/4 & SE 1/4 SE 1/4 - EX PARCEL 2019-236 BK 17573 PG 282- & - EX PARCELA BK 10865 PG 248- & - EX BEG SW COR SE 1/4 SE 1/4 SEC 8 THN N 50F E 439.83F SELY ALNG CRV 215.72F S 31.43F W 654.51F TO POB- SEC 8-80-24	8024-08-400-014	1360 NW 121ST ST CLIVE, IA 50325	1,215,419 sf	98,756 sf	6.6%
9	DANNY C JURY	EX BEG SE COR SEC THN W 248.05F N 23.65F NELY ALNG CRV 29.24F NELY ALNG CRV 219.43F E 1.05F S 50F TO POB- PARCEL 2019-236 BK 17573 PG 282 BEG SE COR SEC 8 THN W 248F N 352F W 410F W 106.5F NW 254.01F N 1039.1F E 934F S 268F S 1325.92F TO POB LESS 0.23A RD E 1/2 SE 1/4 SEC 8-80-24	8024-08-400-013	2110 NW 107TH ST ANKENY, IA 50023	1,209,356 sf	367,502 sf	24.5%
10	DAN & BEVERLY JURY	PARCELA BK 10865 PG 248 BEG 248F W OF SE COR THN W410F N352F E410F S 352F TO POB SE 1/4 SE 1/4 LESS .31A RD SEC 8-80-24	8024-08-400-010	2110 NW 10TH ST ANKENY, IA 50023	130,680 sf	83,723 sf	5.6%
11	TJL INVESTMENTS LLC	E 1/2 NE 1/4 N OF PARCEL 2021-60 BK 18674 PG 295 - EX PARCEL 2019-235 BK 17598 PG 588- & - EX BEG NE COR THN S 50F SWLY 201.99F WLY 462.91F NWLY 212.87F W 439.98F N 50F E 1312.56F TO POB- & - EX PARCEL 2021-30 BK 18409 PG 495- & - EX PARCEL 2021-31 BK 18409 PG 493- & - EX BEG SE COR LT A THE GROVE PLAT 1 THN N 2620.86F E 114.06F SW ALNG CRV 164.37F S 2487.33F W 33F TO POB- SEC 17-80-24	8024-17-200-012	1360 NW 121ST ST CLIVE, IA 50325	968,154 sf	219,028 sf	14.6%

ZONING TABLE NOTES:
1) RIGHT-OF-WAY AREA IS NOT INCLUDED
2) OWNERSHIP INFORMATION PROVIDED VIA POLK COUNTY GIS AS OF 1/10/2022
3) AREA WITHIN 250' OF REZONING IS PROVIDED BASED ON GIS PARCEL LINE DATA



Rezoning Area Description

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00°24'28" EAST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT OF WAY LINE OF NW 18TH STREET AS SHOWN ON THE WARRANTY DEED RECORDED IN BOOK 18392 PAGE 299 AND THE POINT OF BEGINNING; THENCE NORTH 00°24'28" EAST ALONG SAID WEST LINE, 1265.02 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00°04'29" EAST ALONG SAID WEST LINE, 665.06 FEET; THENCE NORTH 89°47'18" EAST, 370.62 FEET; THENCE SOUTH 00°42'00" EAST, 387.93 FEET TO THE NORTHWEST CORNER OF PARCEL 2019-236 WHICH IS RECORDED IN BOOK 17573 PAGE 282-283; THENCE SOUTH 00°42'00" EAST ALONG THE WESTERLY LINE OF SAID PARCEL 2019-236, A DISTANCE OF 1039.10 FEET; THENCE SOUTH 36°30'02" EAST ALONG SAID WESTERLY LINE, 254.01 FEET; THENCE SOUTH 89°47'04" EAST ALONG SAID WESTERLY LINE, 106.50 FEET TO THE NORTHWEST CORNER OF PARCEL 'A' WHICH IS RECORDED IN BOOK 10865 PAGE 248; THENCE SOUTH 00°12'34" WEST ALONG THE WEST LINE OF SAID PARCEL 'A', 320.71 FEET TO SAID NORTH RIGHT OF WAY OF NW 18TH STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1250.00 FEET, WHOSE ARC LENGTH IS 215.76 FEET AND WHOSE CHORD BEARS NORTH 84°51'34" WEST, 215.49 FEET; THENCE NORTH 89°48'15" WEST ALONG SAID NORTH RIGHT OF WAY, 439.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.25 ACRES THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



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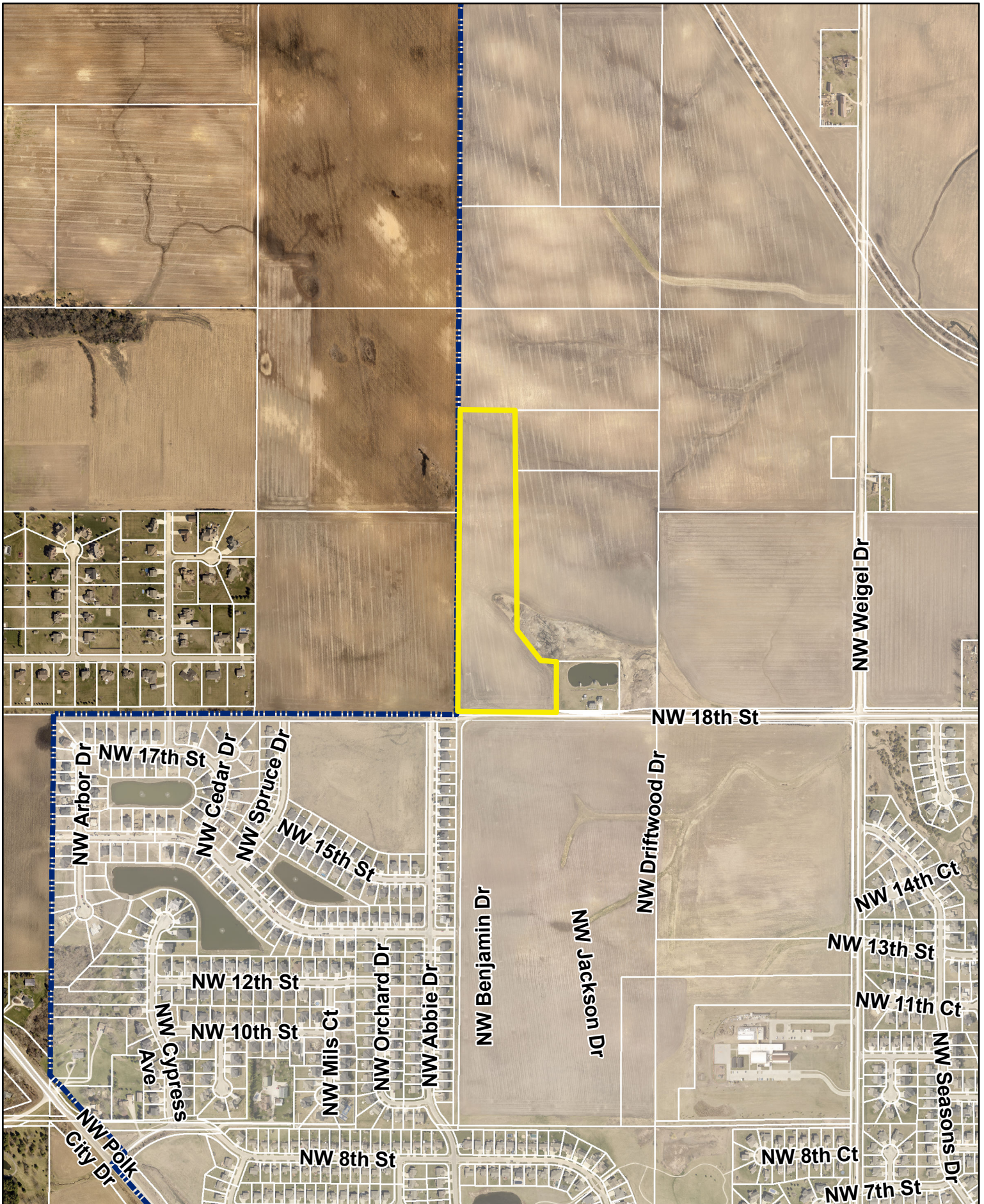
ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date March 22, 2022
Ayes 5 Nays 0 Absent 2
APPROVED
Chairperson
Secretary

GROVE VIEW PUD
REZONING EXHIBIT

ANKENY, IOWA
20218009
JANUARY 2022

REVISIONS
2/16/2022

ENGINEER
J. BECKER
CHECKED BY
-
DRAWN BY
B. FLAHERTY
FIELD BOOK NO.
-
DRAWING NO.
RZ-01
SHEET NO.
1 / 1



N



1 inch = 800 feet

Date: 2/15/2022

Grove View PUD



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-42:

Proposed Amendment to Lease Agreement with T-Mobile Central, LLC

EXECUTIVE SUMMARY:

On July 7, 1997 the City of Ankeny approved a lease agreement with Western PCS I Corporation, the predecessor to T-Mobile Central, LLC, for their antenna facilities located at the Ash Drive Water Tower. The Agreement was for a five-year period commencing July 20, 1997 through July 31, 2002, and provided for four additional five-year extensions, with the final extension expiring July 31, 2022. Each renewal included a twenty percent increase in the rent paid over the preceding term.

The proposed amendment to the existing agreement provides for 1.) four additional and successive five-year terms; 2.) a one-time \$3,000 payment to the City of Ankeny for administrative time and clean-up work that occurred at the Ash Drive site; 3.) a twenty percent increase in the first five-year term, resulting in a monthly payment of One Thousand Eight Hundred Sixty-Six and 24/100 Dollars (\$1,866.24); 4.) a rent

escalator of twenty percent for each five-year extension/renewal; and 5.) notice will be provided to T-Mobile in the event the Ash Drive Tower is abandoned or removed.

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

FISCAL IMPACT: Yes

If the Amendment is approved, the City will receive a one-time payment in the amount of three-thousand dollars (\$3,000), and ongoing monthly revenue of One Thousand Eight Hundred Sixty-Six and 24/100 Dollars (\$1,866.24) during the first five-year term, increasing twenty percent for each five-year extension/renewal.

CITY MANAGER'S RECOMMENDATIONS:

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

1. Hold a hearing on the proposed First Amendment to Interim Tower Lease Agreement between the City of Ankeny and T-Mobile Central, LLC; and

2. Approve Resolution, approving the First Amendment to Interim Tower Lease Agreement by and Between the City of Ankeny and T-Mobile Central, LLC.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

1. July 7, 1997: City Council approved Resolution No. 130-97, a Resolution Authorizing the Execution of a Lease Agreement with Western PCS I Corporation; and

2. April 18, 2022: City Council approved Resolution setting the Public Hearing date as May 2, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-42.

ADDITIONAL INFORMATION:

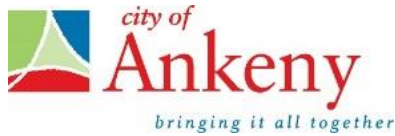
ATTACHMENTS:

Click to download

 [PH Coversheet](#)

 [Resolution](#)

 [Agreement](#)



PUBLIC HEARING 2022-42

5:30 P.M.

MAY 2, 2022

**PROPOSED FIRST AMENDMENT TO THE INTERIM TOWER LEASE AGREEMENT
BY AND BETWEEN THE CITY OF ANKENY AND T-MOBILE CENTRAL, LLC**

Mayor:

This is the time and place for a public hearing on the matter of the first amendment to the Interim Tower Lease Agreement by and between the City of Ankeny and T-Mobile Central, LLC. Notice of this hearing was published in the Des Moines Register on the 25th day of April, 2022.

Mayor:

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

City Clerk:

None in the Clerk's Office

Mayor:

“I would like to request, at this time, Mike Schrock, Assistant City Manager, provide a report to the Council on said hearing.”

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing PH 2022-42.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING FIRST AMENDMENT TO INTERIM
TOWER LEASE AGREEMENT BY AND BETWEEN CITY OF ANKENY
AND T-MOBILE CENTRAL, LLC**

WHEREAS, the City of Ankeny and T-Mobile Central, LLC, a Delaware limited liability company, entered into an Interim Tower Lease Agreement dated July 7, 1997, (the “Agreement”) regarding the leased premises located at 202 NW Ash Drive, Ankeny, Iowa 50023, and legally described as:

Being the South two (2) acres plus road of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 14, Township 80 North, Range 24 West of the 5th P.M., lying Northeasterly of the Chicago and Northwestern Railroad right-of-way, described more accurately as follows: Beginning at a point 265.5 feet North and 33.0 feet West of the South Quarter (S ¼) corner of said Section 14; thence North along a line 33.0 West of and parallel to the East line of the Southwest Quarter (SW ¼) of said Section 14 a distance of 522.3 feet; thence West at a right angle to said East line of the Southwest Quarter (SW ¼) a distance of 333.6 feet, to a point on the Northeasterly line of the Chicago and Northwestern Railroad right-of-way; thence Southwesterly along said right-of-way a distance of 619.74 feet to the point of beginning. Said tract lying in and forming a part of the City of Ankeny, County of Polk, State of Iowa.

WHEREAS, the City of Ankeny and T-Mobile Central, LLC desire to amend the Agreement by execution of the First Amendment to Interim Tower Lease Agreement (the “Amendment”); and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the First Amendment to Interim Tower Lease Agreement is hereby approved.

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

PASSED AND APPROVED, the ____ day of _____ 2022.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

FIRST AMENDMENT TO INTERIM TOWER LEASE AGREEMENT

This First Amendment to Tower Lease Agreement (the "**First Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between City of Ankeny, Iowa, a municipal corporation ("**Landlord**") and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**") (each a "**Party**", or collectively, the "**Parties**").

Landlord and Tenant (or their predecessors-in-interest) entered into that certain Interim Tower Lease Agreement dated July 7, 1997 (the "**Lease**") regarding the leased premises ("**Premises**") located at 202 NW Ash Drive, Ankeny, IA 50023 (the "**Property**").

For good and valuable consideration, Landlord and Tenant agree as follows:

1. The expiration of the current Lease will occur on July 31, 2022,. The Lease will be extended for four (4) additional and successive five (5) year terms past this date (each a "**Renewal Term**"), provided, that Tenant may elect not to renew by providing Landlord at least thirty (30) days' notice prior to the expiration of the current Renewal Term.
2. At the commencement of the first Renewal Term provided for in this First Amendment, Tenant shall pay Landlord a one-time fee of Three Thousand and No/100 Dollars (\$3,000.00) to cover city oversight of the required recent cleanup of the tower site by Tenant, and to cover the Landlord's administrative time. At commencement, Tenant shall also pay One Thousand Eight Hundred Sixty-Six and 24/100 Dollars (\$1,866.24) per month as Rent partial calendar month to be prorated in advance, by the fifth (5th) day of each calendar month. Thereafter, notwithstanding anything to the contrary in the Lease, the Rent will escalate by twenty percent (20%) on the first day of each Renewal Term. Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of duplicate Rent by Tenant.
3. The City of Ankeny's long-range capital planning includes the possible abandonment of the Ash Drive Water Tower some time after the year 2031. If so, the City would abandon and remove the said tower at that time. If the City were to undertake this project sometime after 2031, the Landlord would provide the Tenant with a written notice 24 months in advance of the project initiation, notifying the Tenant of the termination of the rights and obligations of both parties. The Tenant would be required to remove their Antenna Facilities from the Ash Drive Tower site in accordance with Section 18A at the end of the said 24-month notification period.
4. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ Site DM01163D

If to Landlord:

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

5. Tenant and Landlord will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
6. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Lease, the terms and provisions of this First Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.
7. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.
8. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this First Amendment. If Landlord is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Landlord is solely responsible for all commission, fees or other payment to Agent and (b) Landlord shall not impose any fees on Tenant to compensate or reimburse Landlord for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.
9. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

LANDLORD:

**City of Ankeny, Iowa,
a municipal corporation**

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

TENANT:

**T-Mobile Central LLC,
a Delaware limited liability company**

DocuSigned by:
By: Brandon Griffiths
AB7AD2234E304E3...

Print Name: Brandon Griffiths

Title: Sr.Manager, Technology Sourcing

Date: 2/7/2022



TMO Signatory Level: L07/SL07



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-43:

Proposed N. Ankeny Blvd Water Main

EXECUTIVE SUMMARY:

N. Ankeny Blvd. Water Main

The N. Ankeny Boulevard Water Main project includes the installation of 12" diameter water main along N. Ankeny Blvd. from the north end of the existing Unity Point Medical Building at NE 36th Street north to NE 41st Street where it will connect to existing 12" water main, closing the existing gap in main.

The improvements include construction of approximately 540 lineal feet of 12" diameter water main constructed by trenched and trenchless methods, and related work including water main connections, hydrants, erosion control, surface restoration, and miscellaneous associated work.

The bid opening for this project was held on Tuesday, April 26, 2022. Five (5) bids were received as follows:

- | | |
|-------------------------------|--------------|
| 1. Priority Excavating | \$119,332.00 |
| 2. J&K Contracting, LLC | \$122,500.00 |
| 3. On Track Construction, LLC | \$131,390.00 |
| 4. Vanderpool Construction | \$145,095.00 |
| 5. Synergy Contracting, LLC | \$154,832.00 |

The Engineer's Estimate for the project was \$116,000.00. The bids ranged from approximately 3% to 33% above the estimate. The City reviewed the bid results both internally and with the project's engineering consultant. Priority Excavating has completed many jobs in the City for various development projects. It is recommended that the project be awarded to Priority Excavating of Clive, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project within 10 calendar days after the date set forth in the written Notice to Proceed, (expected start date no later than August 15, 2022), and they will have until September 16, 2022 to fully complete the project.

FISCAL IMPACT: No

This project is included in the City's current Capital Improvements Program with construction scheduled in 2022.

CITY MANAGER'S RECOMMENDATIONS:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost (\$116,000.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the N. Ankeny Blvd. Water Main Project.
3. Receive and file the report of bids received on April 26, 2022.
4. Approve Resolution, making award of construction contract to Priority Excavating of Clive, Iowa.
5. Approve Resolution, approving contract and bonds with Priority Excavating in the amount of \$119,332.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

April 4, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as April 26, 2022, and setting the public hearing date as May 2, 2022.

PUBLIC OUTREACH EFFORTS:

Notice of Intent to Commence a Public Improvement Project was mailed to affected property owners as required by the Iowa Code, along with legal publication in the Des Moines Register on April 15, 2022. The affected property owners were given the opportunity to meet in person or by phone with City staff and the Consulting Engineer to discuss the proposed improvements and easements that need to be acquired for the project.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-43.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2022-43

5:30 P.M.

MAY 2, 2022

PROPOSED N ANKENY BLVD WATER MAIN

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the N Ankeny Blvd Water Main project. Notice of this hearing was published in the Des Moines Register on the 15th day of April, 2022.

Mayor:

"HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED FOR THIS HEARING?"

City Clerk:

None in the Clerk's Office

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2022-43.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF COST FOR THE N.
ANKENY BLVD WATER MAIN

WHEREAS, on the 4th day of April, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the N. Ankeny Blvd Water Main; and

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

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

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

PASSED AND APPROVED this 2nd day of May, 2022.

Mayor

ATTEST:

City Clerk



BID LETTING

10:30 A.M.

APRIL 26, 2022

N ANKENY BLVD WATER MAIN

The purpose of this meeting is to receive, open and tabulate bids for construction of the N. Ankeny Blvd Water Main project, in accordance with the Plans and Specifications prepared by Short Elliot Henrickson (SEH).

Don Clark, Municipal Utilities Director

Project Estimate of Cost \$ 116,000 Base Bid \$ 23,200 Alternate A Bid

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	On Track Construction LLC 1435 West F Ave Nevada, IA 50201	131,390 - Alt. 41,857 -	✓
2) ✓	J+K Contracting 10703 Justin Dr. Urbandale, IA 50322	122,500 - Alt. 19,699 -	✓
3) ✓	Synergy Contracting LLC 7481 US Hwy 69 Des Moines, IA 50320	154,832 - Alt. 34,909 -	✓
4) ✓	Vanderpool Construction Inc 1100 N. 14th St. Indianola, IA 50125	145,095 - Alt. 23,150 -	✓
* 5) ✓	Priority Excavating 7550 Hickman Rd. Ste 101 Clive, IA 50325	119,332 - Alt. 10,596 -	
6) _____	_____	_____	

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of May 2, 2022 at 5:30 P.M.

ATTEST:

Diane Klemme
Diane Klemme, Deputy City Clerk

Donald Clark
Don Clark, Municipal Utilities Director

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE N. ANKENY BLVD WATER MAIN", and moved:

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE N. ANKENY BLVD WATER MAIN

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

Section 1. That the following bid for the construction of certain public improvements described in general as the N. Ankeny Blvd Water Main, described in the plans and specifications heretofore adopted by this Council on May 2, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Priority Excavating** of **Clive, Iowa**

Amount of bid: **\$119,332.00**

Portion of project: All construction work

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

PASSED AND APPROVED this 2nd day of May, 2022.

Mayor

ATTEST:

City Clerk

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

**RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE N. ANKENY BLVD WATER MAIN**

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

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

Contractor: Priority Excavating of Clive, Iowa

Amount of bid: \$119,332.00

Bond surety: _____

Date of bond: _____

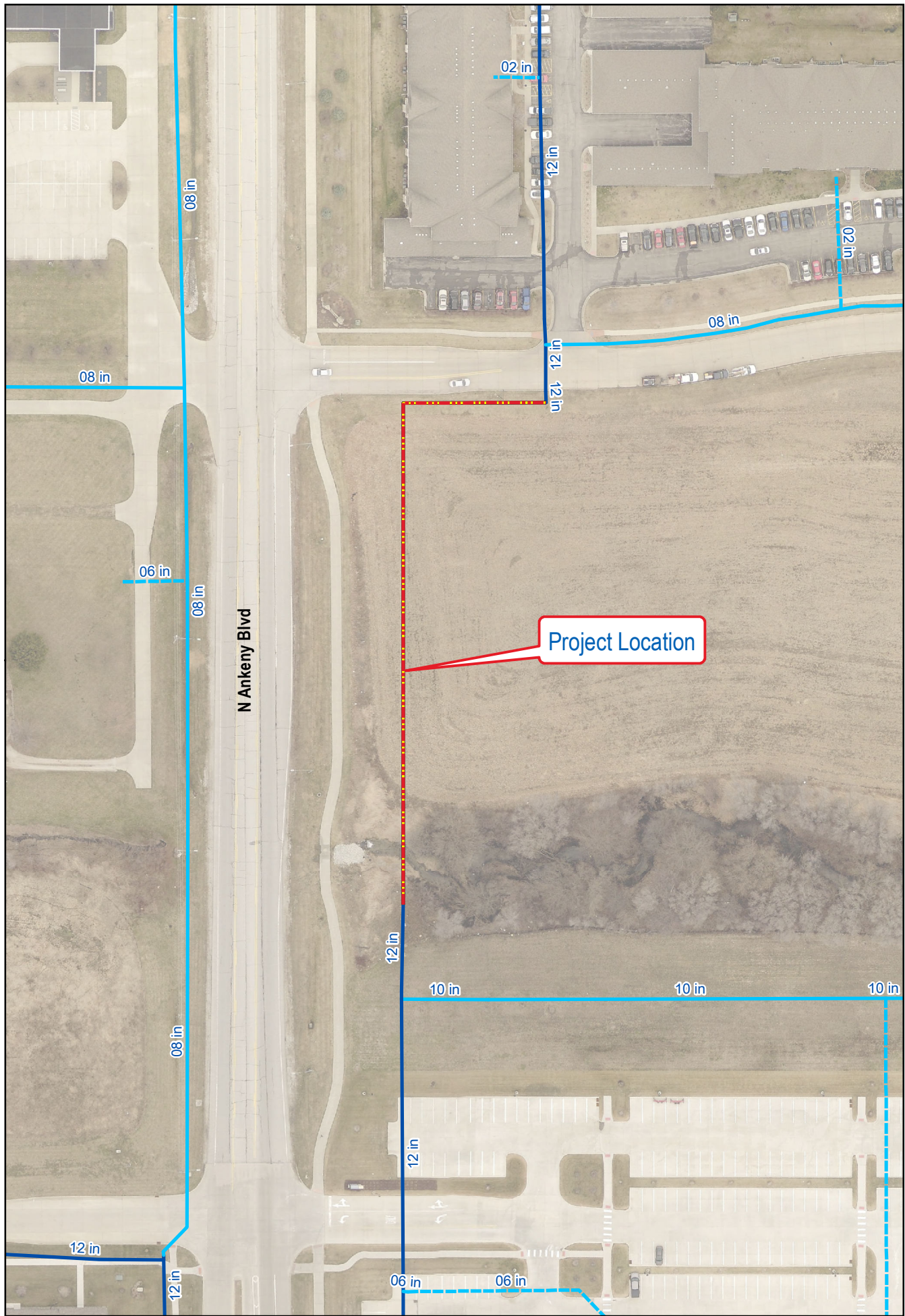
Portion of project: All construction work

PASSED AND APPROVED this 2nd day of May, 2022.

Mayor

ATTEST:

City Clerk



North Ankeny Boulevard 12" Main 2022



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-44:

Proposed NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street Project

Public Hearing to Authorize the Acquisition of Property and Property Interests

EXECUTIVE SUMMARY:

The action before the Council is to hold a Public Hearing to allow affected property owners the opportunity to present their views regarding the proposed acquisition of property and property interests for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project. Further action includes consideration of a Resolution approving the commencement of the public improvement including negotiations to facilitate the acquisition of fee title, permanent easements, and temporary easements for the project.

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

Approve Resolution authorizing the acquisition of property and property interests for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

April 4, 2022: Council authorized setting the date for the Public Hearing as May 2, 2022.

PUBLIC OUTREACH EFFORTS:

Notice of Intent to Commence a Public Improvement Project was mailed to affected property owners as required by the Iowa Code, along with legal publication in the Des Moines Register on April 15, 2022. A project information meeting was held for affected property owners on March 22, 2022. Property owners were notified of the need to acquire property for the proposed public improvement project on March 30, 2022.

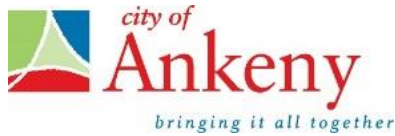
ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-44.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution
 Property Acquisition Exhibit



PUBLIC HEARING 2022-44

5:30 P.M.

MAY 2, 2022

**PROPOSED PROPERTY ACQUISITION – NE DELAWARE AVENUE
RECONSTRUCTION – NE 5TH STREET TO 700 FEET NORTH OF THE NE 18TH
STREET PROJECT**

Mayor:

This is the time and place for a public hearing on the matter of the acquisition of property and property interests for the public improvement to be known as the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street Project.

Notice of this hearing was published in the Des Moines Register on the 15th day of April, 2022 and notices were mailed as required by law.

Mayor:

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

City Clerk:

None in the Clerk’s Office

Mayor:

“I would like to request, at this time, Mark Mueller, Public Works Director, provide a report to the Council on said property acquisition.”

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing PH 2022-44.

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

RESOLUTION 2022-XXX

**A RESOLUTION APPROVING AND AUTHORIZING THE ACQUISITION
OF PROPERTY AND PROPERTY INTERESTS FOR THE
NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO
700 FEET NORTH OF NE 18TH STREET PROJECT**

WHEREAS, in accordance with Iowa Code requirements, notices were mailed to affected property owners identifying 5:30 P.M. on May 2, 2022, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023 as the time, place, and manner for which an opportunity is provided for public input into the consideration to proceed with the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that all objections and/or endorsements have been fully reviewed and considered, having obtained public input on the question of proceeding with the public improvement and the acquisition or condemnation of property and property interests for said project known as the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project; and

BE IT FURTHER RESOLVED, that this Council hereby determines that it is necessary and advisable to construct said public improvement; and

BE IT FURTHER RESOLVED, that the City staff or its designee be and is hereby authorized to proceed with said public improvement; and

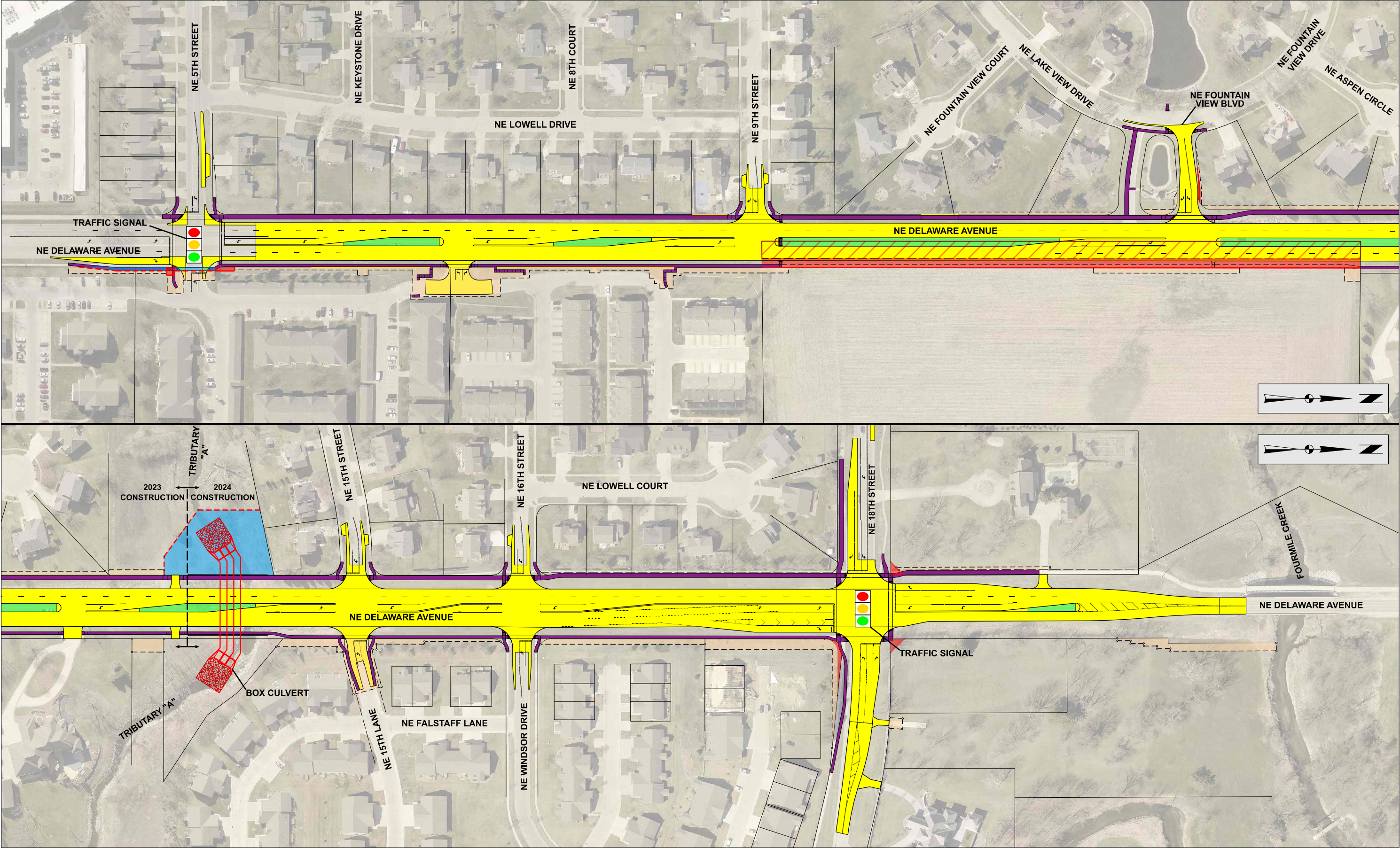
BE IT FURTHER RESOLVED, that the City staff or its designee be and is hereby authorized to proceed with the necessary activities and negotiations to acquire by purchase, gift or condemnation, subject to approval by this Council, the necessary property and/or property interests required for the construction of said public improvement.

DATED this 2nd day of May, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk







ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of April 18, 2022, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Minutes

MINUTES OF THE ANKENY CITY COUNCIL

Monday, April 18, 2022 5:30 PM

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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

CEREMONY

1. The Oath of Office was administered to Council Member Todd Shafer by Mayor Holm.
2. By proclamation, Mayor Holm designated May 2022 as Neurofibromatosis Awareness Month.

APPROVAL OF AGENDA

1. Council Member Whiting moved, Ruddy seconded, to approve and accept the April 18, 2022 agenda as presented. Ayes: 5.

PUBLIC HEARINGS

1. PH 2022-37. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed voluntary urbanized annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC.

Eric Jensen, Director of Community Development, reported this public hearing has been postponed due to a notification error.

Council Member Whiting moved, Bentz seconded, to close public hearing 2022-37. Ayes: 5.

2. PH 2022-38. Mayor Holm announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2022 Asphalt Street Resurfacing Program – SW Ordinance Road. Notice of this hearing was published in the Des Moines Register on the 1st day of April, 2022.

Mark Mueller, Public Works Director, reported the project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordinance Road from SW Railroad Drive to South Ankeny Boulevard in the City of Ankeny.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Bentz moved, Perry seconded, to close public hearing 2022-38. Ayes: 5.

3. PH 2022-39. Mayor Holm announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract, estimate of cost and enhancement of payment for construction of certain public improvements described in general as construction of the NE 36th Street Reconstruction Project – Interstate 35 to NE Four Mile Drive. Notice of this hearing was published in the Des Moines Register on the 1st day of April, 2022.

Mark Mueller, Public Works Director, reported the project involves reconstruction of NE 36th Street from just east of I-35 and proceeding east approximately 2,000 feet to the NE Four Mile

Drive intersection. The improvement project includes reconstruction of NE Four Mile Drive from NE 36th Street north approximately 600 feet and from NE 36th Street south approximately 400 feet. The improvement project also includes reconstruction of Polk County NE 110th Avenue from the NE Four Mile Drive intersection east approximately 500 feet.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Ruddy moved, Whiting seconded, to close public hearing 2022-39. Ayes: 5.

4. PH 2022-40. Mayor Holm announced that this is the time and place for a public hearing on the matter of a proposed Ordinance 2108 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Helen Moeckly Trust and Edward Ferrier and Annette Voegtlin. Notice of this hearing was published in the Des Moines Register on the 1st day of April, 2022 and notices were mailed to affected property owners as required by law

Eric Jensen, Director of Community Development, reported Fourstar Development, LLC is requesting to rezone property from R-1 to PUD. The subject property is roughly 194 acres located in the northwest quadrant of Ankeny, more specifically east of NW Irvinedale Drive and south of NW 54th Street.

Mayor Holm then asked for any public comment regarding the proposed rezoning. Hearing no comments, Council Member Perry moved, Shafer seconded, to close public hearing 2022-40. Ayes: 5.

REPORTS OF ADVISORY BOARDS AND COMMISSION:

1. Cami Brazelton, President of the Library Board of Trustees, gave an update to the Council regarding happenings at the Ankeny Kirkendall Public Library.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of April 4, 2022, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of March 22, 2022.
3. Receive and file minutes of the Zoning Board of Adjustment meeting of March 22, 2022.

Licenses and Permits

4. Issuance of liquor license(s) and/or beer/wine permit(s) in the City of Ankeny.

Finance/Budget

5. Receive and file Financial Reports for March 2022.
6. Receive and file Building Permit Report for March 2022
7. Receive and file Utility Billing Report for March 2022.
8. Change Order #1 increasing the contract amount by \$30,045.48 to Absolute Concrete Construction, Inc., for construction services on the SE 3rd Street Utility Improvements-Phase 1 project. This change order will also adjust the late start date to April 25, 2022 due to private utility relocation work and material supply issues.
9. Change Order No. 1, increasing the contract amount by \$4,630.00 to RedBud LLC for native vegetation maintenance as part of the 2022 Native Vegetation Maintenance project.
10. Change Order #3 increasing the contract amount by \$11,578.00 to Reilly Construction Co., Inc., for construction services on the West First St Widening & Improvements-Phase 1 project.

11. Amendment #1 to Professional Services Agreement increasing the contract amount by \$605,490.00 with Snyder & Associates, Inc. for preliminary and final design engineering services for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.
12. Payment #24 in the amount of \$6,985.97 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.
13. Payment #8 in the amount of \$207,095.31 to Cramer & Associates, Inc., for construction services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
14. Payment #18 in the amount of \$3,688.65 to Graphite Construction Group, Inc. for construction services on the Ankeny Senior Community Center.
15. Payment #1 in the amount of \$9,975.00 to Gus Construction, for construction services on the NE Four Mile Drive RCB Culvert for Deer Creek project.
16. Payment #1 in the amount of \$45,993.75 to HR Green, Inc., for engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.
17. Payment #5 in the amount of \$5,069.08 to I & S Group, Inc., for engineering services on the Saylor Creek Repairs and Restoration project.
18. Payment #1 in the amount of \$75,028.75 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. (Design) project.
19. Payment #1 in the amount of \$36,292.50 to Nilles Associates, Inc. for engineering services on the SW Des Moines Street Parks Phase 1 project.
20. Payment #1 in the amount of \$624,826.42 to On Track Construction, LLC, for construction services on the NW 36th Street and NW Weigel Drive Water Main (Construction) project.
21. Payment #1 in the amount of \$5,198.88 to RedBud Landscaping, LLC for construction services on the 2022 Native Vegetation Maintenance Project.
22. Payment #9 in the amount of \$3,883.12 to RedBud Landscaping, LLC for construction services on the SW Des Moines Street - Prairie Trail to Magazine Native Planting project.
23. Payment #9 in the amount of \$11,578.00 to Reilly Construction Company Inc., for construction services on the West First Street Widening and Improvements - Phase 1 project.
24. April 18, 2022 Accounts Payable by Fund: General 277,813; Road Use Tax 66,356; Police/Fire Pension 3,118; Library Foundation 4,586; Solid Waste 84,767; Water 744,146; Sewer 534,646; Stormwater 14,415; Golf Course 17,638; Enterprise Project 636,391; Revolving 51,692; Risk Management 3,004; Health 74; Capital Projects Funds 678,528; Payroll Totals 1,182,883; Transfers/ACH (180,028); Agenda Payments approved separately (1,035,615); Grand Total \$3,084,414.
25. **RESOLUTION 2022-201** authorizing the purchase of a street sweeper for use in the Public Works Department's fleet (replace existing unit #228).

Personnel Items

26. Temporary adjustment to the FY22 and FY23 Authorized Staffing Plan to allow for two additional Firefighters.

Community Development

27. **RESOLUTION 2022-202** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by TJL Investments, LLC located northeast of the intersection at NW 18th Street and NW Abbie Drive (date of hrg: 5/2/22 @ 5:30 p.m.)
28. **RESOLUTION 2022-203** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa on a 28E Agreement renewing an Annexation Agreement Boundary with the City of Polk City, Iowa. (date of hrg: 6/6/22 @ 5:30 p.m.)
29. **RESOLUTION 2022-204** accepting final plat, platted easements and subdivision bond for seeding and erosion control for Vintage Business Park at Prairie Trail Plat 10.

30. **RESOLUTION 2022-205** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main and sanitary sewer for Vintage Business Park at Prairie Trail Plat 10.

Engineering

31. **RESOLUTION 2022-206** accepting a purchase agreement and approving documents for the acquisition of street right-of-way, permanent drainage easement and temporary construction easement for the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive in Ankeny, Iowa. (Todd's Flying Service, Inc.).
32. **RESOLUTION 2022-207** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive in Ankeny, Iowa. (Edna M. Todd).
33. **RESOLUTION 2022-208** accepting a purchase agreement and approving documents for the acquisition of street right-of-way, permanent access road easement and temporary construction easement for the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive in Ankeny, Iowa. (Otter Creek Land & Cattle, LC).
34. **RESOLUTION 2022-209** accepting a proposal from Iowa Signal, Inc. in the amount of \$116,053.50 for the construction of the SE Delaware Avenue Fiber Optic Connection.
35. **RESOLUTION 2022-210** accepting a purchase agreement and approving documents for the acquisition of street right-of-way, permanent easement and temporary construction easement for the NW 36th Street & NW State Street Interim Improvements in Ankeny, Iowa. (Five Star Development No. I, LLC).
36. **RESOLUTION 2022-211** accepting a permanent sanitary sewer easement, storm sewer easements, and a temporary construction easement for the SE Crosswinds RISE - Phase 2 project in Ankeny, Iowa. (Legacy Housby, LLC, Legacy Reichardt, LLC, and Legacy Cutler, LLC).

Administrative

37. Purchase of two fire engines from Reliant Fire Apparatus, Inc. of Slinger, Wisconsin, in the amount of \$1,454,316 through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing agreement.
38. **RESOLUTION 2022-212** authorizing the setting of a hearing on approval of First Amendment to Interim Tower Lease Agreement by and between the City of Ankeny and T-Mobile Central, LLC. (date of hrg: 5/2/22 @ 5:30 p.m.).

Approval of Consent Agenda Items

1. Council Member Whiting moved, second by Perry, to approve the recommendations for Consent Agenda Items CA-1 through CA-38. Ayes: Whiting, Perry, Bentz, Ruddy, Shafer.

BOARDS AND COMMISSIONS

1. Council Member Bentz moved, Ruddy seconded, to approve the Mayors appointments to expiring Board and Commission Members as presented. Ayes: Bentz, Ruddy, Perry, Shafer, Whiting.
- Cultural Arts Board – Jason Follett – reappointment – terms begins 5/1/2022; term ends 4/30/2026 – JoAnne Adamson – reappointment – term begins 5/1/2022; term ends 4/30/2026 – Don Zuck – reappointment – term begins 5/1/2022; term ends 4/30/2026 – Kim Johnson-Smith – reappointment – term begins 5/1/2022; term ends 4/30/2026.
- Economic Development Council – Amy Wiederin - effective immediately - term ends 6/30/2023 (Seat 2)

APPROVAL OF ORDINANCES

1. **Ord 2106.** An Ordinance establishing street grade elevations along a portion of NE 36th Street. Council Member Whiting moved, Ruddy seconded, to accept third consideration of ORDINANCE 2106, sending it on its final passage and publication as required by law. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer.
2. **Ord 2107.** An Ordinance establishing street grade elevations along a portion of NE Four Mile Drive. Council Member Bentz moved, Ruddy seconded, to accept third consideration of ORDINANCE 2107, sending it on its final passage and publication as required by law. Ayes: Bentz, Ruddy, Perry, Shafer, Whiting.
3. **Ord 2108.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property owned by Helen Moeckly Trust and Edward Ferrier and Annette Voegtlin. Council Member Whiting moved, Ruddy seconded, to accept first consideration of ORDINANCE 2108. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer.

NEW BUSINESS

1. Proposed 2022 Asphalt Street Resurfacing Program – SW Ordinance Road (PH 2022-38)
Council Member Ruddy moved, Whiting seconded, to adopt 1) **RESOLUTION 2022-213** adopting plans, specifications, form of contract and estimate of cost \$324,371.00; 2) receive and file report of bids received April 12, 2022; 3) adopt **RESOLUTION 2022-214** making award of construction contract with OMG Midwest, Inc. dba Des Moines Asphalt & Paving in the amount of \$280,201.23; and 4) adopt **RESOLUTION 2022-215** approving contract and bonds with OMG Midwest, Inc. dba Des Moines Asphalt & Paving in the amount of \$280,201.23. Ayes: Ruddy, Whiting, Bentz, Perry, Shafer.
2. Proposed NE 36th Street Reconstruction – I-35 to NE Four Mile Drive (PH 2022-39)
Council Member Bentz moved, Whiting seconded, to adopt 1) **RESOLUTION 2022-216** adopting plans, specifications, form of contract, estimate of cost \$4,733,116.00 and enhancement of payment; 2) receive and file report of bids received April 12, 2022; 3) adopt **RESOLUTION 2022-217** making award of construction contract with Absolute Concrete Construction in the amount of \$5,069,501.00; and 4) adopt **RESOLUTION 2022-218** approving contract and bonds with Absolute Concrete Construction in the amount of \$5,069,501.00. Ayes: Bentz, Whiting, Perry, Ruddy, Shafer.
3. 2022 Home Builders Association of Greater Des Moines Home Show Expo Request to waive Building Permit Fees via Refunds
Council Member Ruddy moved, Bentz seconded, to adopt **RESOLUTION 2022-219** approving the waiver of building permit fees via refunds for the 2022 Home Show Expo by the Home Builders Association of greater Des Moines. Ayes: Ruddy, Bentz, Perry, Shafer, Whiting.
4. Community Project Funding Program – NE Delaware Avenue Reconstruction
Council Member Perry moved, Ruddy seconded, to adopt **RESOLUTION 2022-220** authorizing the City of Ankeny to submit an application for funding from the Community Project Funding Program – NE Delaware Avenue Reconstruction. Ayes: Perry, Ruddy, Bentz, Shafer, Whiting.
5. Proposed Diamond Hills Greenway – Stream Repairs
Council Member Whiting moved, Ruddy seconded, to adopt **RESOLUTION 2022-221** ordering construction on the Diamond Hills Greenway – Stream Repairs Project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 5/10/22 @ 10:30 a.m./date of hrg: 5/16/22 @ 5:30 p.m.) Ayes: Whiting, Ruddy, Bentz, Perry, Shafer.
6. \$33,685,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2022A
Council Member Whiting moved, Ruddy seconded, to receive and file report of bids received on April 18, 2022 at 10:00 A.M. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer. Council Member Perry moved, Ruddy seconded, to adopt **RESOLUTION 2022-222** directing sale of \$31,665,000 General Obligation Bonds, Series 2022A. Ayes: Perry, Ruddy, Bentz, Shafer, Whiting.
7. Redemption of Outstanding General Obligation Refunding Bonds, Series 2014A

Council Member Whiting moved, Ruddy seconded, to adopt **RESOLUTION 2022-223** authorizing the redemption of outstanding General Obligation Refunding Bonds, Series 2014A, of the City of Ankeny, State of Iowa, dated May 29, 2014, and directing notice be given. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer.

8. Redemption of Outstanding General Obligation Bonds, Series 2014B

Council Member Whiting moved, Ruddy seconded, to adopt **RESOLUTION 2022-224** authorizing the redemption of outstanding General Obligation Bonds, Series 2014B, of the City of Ankeny, State of Iowa, dated May 29, 2014, and directing notice be given. Ayes: Whiting, Ruddy, Bentz, Perry, Shafer.

ADJOURNMENT

1. Meeting was adjourned at 6:30 PM.

Michelle Yuska, City Clerk

Mark E. Holm, Mayor

Published in the Des Moines Register on 4/29/22.



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of April 5, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 P&Z Minutes 2022-04-05

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, April 5, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair G.Hunter called the April 5, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Glenn Hunter, Ted Rapp, Todd Ripper, Annette Renaud, Randy Weisheit and Lisa West.

Absent: Trina Flack. Staff present: E.Jensen, E.Carstens, J.Heil, L.Hutzell, B.Morrissey, R.Hulstrom, D.Gervais, B.Fuglsang

AMENDMENTS TO THE AGENDA

Motion by T.Rapp to approve the April 5, 2022 agenda without amendments. Second by T.Ripper. All voted aye.

Motion carried 6 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the March 22, 2022 minutes of the Plan and Zoning Commission meeting.

Item #2. 1200 NW 36th Street - Aspen Ridge Foot/Ankle Clinic Site Plan

Motion to approve the site plan for 1200 NW 36th Street, Aspen Ridge Foot/Ankle Clinic, subject to City Council approval of all necessary easements and public improvement documents.

Item #3. 5001 NW 18th Street - Ankeny Elementary #12 Site Plan

Motion to approve the site plan for 5001 NW 18th Street, Ankeny Elementary #12, subject to City Council approval of the storm water management facility maintenance covenant and permanent easement agreement; City Council authorizing the Mayor to sign a development agreement for the installation of a potential future traffic signal at the intersection of NW 18th Street and NW Spruce Drive; and a cost participation request for the extension of eight-foot sidewalk along NW Abbie Drive, in an amount estimated to be \$8,675.62.

Item #4. 6550 SE Four Mile Drive - Four Mile Distribution Center North Site Plan

Motion to approve the site plan for 6550 SE Four Mile Drive, Four Mile Distribution Center North, subject to staff approval of the associated public improvement plans and City Council approval of the associated contract, bonds, and easement documents.

Item #5. 5825 SE Delaware Avenue - Peterbilt of Des Moines Modified Pylon Sign

Motion to approve the modified pylon sign for Peterbilt of Des Moines at 5825 SE Delaware Avenue, adjacent to the Interstate 35 right of way.

Motion by L.West to approve the recommendations for Consent Agenda Item #1 - #5. Second by A.Renaud. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS

Item # 6. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hardship Land, LLC from Low Density Residential to Medium Density Residential use classification

Item #7. Request to rezone property owned by Hardship Land, LLC from R-1 One Family Residential District to R-3 Multiple-Family Residence District

L.Hutzell reported that Hardship Land, LLC is requesting to amend The Ankeny 2040 Comprehensive Plan, Figure 12.10, Future Land Use Plan Map and to rezone property generally located in the NW quadrant of Ankeny. She stated that the amendment to the Future Land Use Plan Map would consist of a 17.6-acre parcel of land generally located south of NW 36th Street and east of NW Weigel Drive. She presented an aerial map showing the specific land area to the Commission. L.Hutzell said the current future land use designation for this area is Low Density Residential and the property owner is proposing to modify this to Medium Density. She further said that the surrounding properties are designated at High Density and Medium Density Residential to the east; Mixed Use to the west, and Low Density to the north and south.

L.Hutzell further reported that the applicant is requesting to rezone a total of 80.8 acres represented as Area A and Area B. The subject areas are zoned R-1 and generally located south of NW 36th Street and east of NW Weigel Drive. She stated that Area A of the proposed rezoning consists of 17.6 acres. Their request is to rezone the property from R-1 One Family Residential District to R-3 Multiple-Family Residence District, restricted to 10 units per acre. The proposed rezoning for Area A does not currently align with the Ankeny Plan 2040 Future Land Use Map as this area is currently identified as Low Density Residential, which is the reason the applicant is requesting the Future Land Use Map Amendment. L.Hutzell stated that the applicant is also requesting to rezone Area B, the remaining 63.2 acres, from R-1, One-Family Residential District to R-3, Multiple-Family Residence District, restricted to single family residential. The proposed rezoning for Area B aligns with the Ankeny Plan 2040 Future Land Use Map and is identified as Low Density Residential. For both Area A and Area B, she noted that the surrounding properties to the west and south are zoned R-1, properties to the east are zoned R-3, Multiple-Family Residence District and R-3, Multiple-Family Residence District, restricted to single family residential. She said the applicant has submitted the required rezoning petitions for both Area A and Area B. Notification for both the land use amendment and rezoning were mailed to all properties within 350' of the subject area, a legal notice was posted in the Des Moines Register, and public notification signage was posted on the property. Staff will present a full staff report at the next Plan and Zoning Commission meeting on April 19, 2022.

G.Hunter asked if there was a reason why the SE quadrant of land at the NW Weigel Drive and NW 36 Street intersection was planned as low density in the comprehensive plan. E.Jensen said they will look into it and provide some information at the next meeting.

Erin Ollendike, Civil Design Advantage, 4121 NW Urbandale Drive, Urbandale on behalf of Hardship Land, LLC commented that the developer is looking for some diversification of housing within the area. Their thought is to have some multi-family residential, probably more of a townhome product, along the NW 36th Street and NW Weigel Drive corridor and then transitioning into single family homes as they move toward the south.

Steven Kamps, 2355 NW 126th Avenue, Polk City, said he is a land owner and is concerned about water drainage. He shared that there are three county mains that run in this parcel of ground into Rock Creek. He noted that they run approximately 5-miles to the north and 5-miles to the east or west for farm ground drainage. He shared that at the outlet, there is a 36-inch tile, a 30-inch tile and a 24-inch tile. He is concerned about what will happen to their field water and is just looking for some answers so they know what is going to happen.

T.Rapp asked Steven Kamps if he has a map of the tile system. He responded that he has one for District 17.

Julie Nelson, 3611 NW Reinhart Drive, Ankeny said that her property on NW Reinhart Drive is zoned R-3 and asked what the difference is between R-1 and R-3. E.Jensen responded that the differences are essentially density/lot sizes (bulk regulations). He said her property is zoned R-3, restricted to single-family residential, which is exactly the same as is being requested on Area B. She confirmed with Staff that Area B would be single-family homes only and Area A could be townhomes. Julie Nelson then asked about the small parcel, which is just south of her property and east of Area B. She understood that the area may potentially be used as a small city park or it may go undeveloped. She asked if staff had any knowledge of what the usage may be in the small southeast parcel of Area B. E.Jensen said as the developer gets further into developing the ground, staff would have a better idea. The potential future development of this property was further discussed between staff and Ms. Nelson. Julie Nelson commented that since she now has a better understanding, she is okay with the zoning request as presented. She said there were concerns from neighbors that if Area B were to involve multi-family homes, there would be a great increase in traffic. She asked if it was a fair assumption that Area B will be single-family homes and basically an extension of the neighborhood that they currently have. Staff agreed.

Craig Griffieon, 11655 NE 6th Street, Ankeny asked staff what the reasoning was for changing from R-1 to R-3 zoning. G.Hunter said anytime property is annexed into the City it comes in as R-1. As the land develops, and in this case, the developer is looking to get a slightly higher density of buildings within the development. Craig Griffieon asked if R-3, restricted to 10 units per acre is apartments or townhomes. E.Jensen said generally, there are not many apartment projects with 10 units per acre. It is generally townhomes that are developed with that restriction and he shared that the R-3, restricted to 10 units per acre only applies to Area A. Craig Griffieon said he owns the property just north of Area A and he is concerned about the extra traffic on NW 36th Street.

Craig Griffieon also said he is concerned about drainage District 14, as both of the tiles run through his property. He said they have had troubles in the last four to five years with beaver dams plugging up the outlets where it dumps into Rock Creek. His concern is what will be done with the water and where it will go. He wants to make sure it drops out at the end of the tile and not run into a pond, which would back the tile up on his property. T.Rapp asked if he had any drainage maps. Craig Griffieon said yes, he could provide them to the city.

Motion by T.Rapp to close the public hearing, and receive and file documents for the request to amend the Future Land Use Map, Harmon Property Rezoning Area A and Harmon Property Rezoning Area B. Second by L.West. All voted aye. Motion carried 6 – 0.

G.Hunter explained that at the next meeting on April 19, 2022, Staff will come back with a staff report to address the questions raised and the Commission will then make their recommendation to the City Council.

BUSINESS ITEMS

There were no business items.

REPORTS

City Council Meeting

E.Jensen reported on his attendance at the March 21, 2022 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the April 19, 2022 Plan and Zoning Commission meeting, the March 2022 Building Permit Report and said that there will be a public hearing at the next meeting on a request to annex land near the southeast quadrant of Ankeny.

E.Jensen announced that this is Associate Planner Ruth Hulstrom's final meeting, as she has taken a new position in Wisconsin. He expressed his appreciation for her service to the community.

Commissioner's Reports

The Commission congratulated Ruth and wished her well on her new endeavors.

T.Rapp thanked Laura Hutzell for her work on the Hardship Land, LLC project.

MISCELLANEOUS ITEMS

April 18, 2022 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

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



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Library Board of Trustee meeting of March 17, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Minutes

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

Thursday, March 17, 2022

Regular meeting: 6 p.m.

Location: Library, Teleconference

Present: Heather Lilienthal, Tamara Fujinaka, Gene Lucht, Cami Brazelton, John Meyer

Staff: Sam Mitchel

Topic	Discussion
Call to Order	Brazelton called the meeting to order.
Approval of Minutes	Motion made by Lucht to approve the minutes. Second by Fujinaka. Motion passed unanimously.
Consent Agenda	Financials update provided by Mitchel. Overall, the budget's run rate is at 67%.
Policy/Procedure Review	The Trustees reviewed the Program Presenters policy. Revisions for consideration, approval, and reconsideration are now connecting with the procedure regarding the Material Reconsideration policy. Meyer motioned to approve, second by Fujinaka. Approved unanimously.
Director's Report	Mitchel reported on staff activity, facility and City of Ankeny business. There are many discussions regarding better technology/formats for collaborative working and researching online payment options. Interviews for the circulation manager position will start soon. Mitchel remarked that future job description will maintain requirement of a master's degree but with library science degree preferred but not required.
Department Reports	The board reviewed monthly updates from department heads.
New Business	Mitchel discussed the possible creation of an institutional card. We are also considering longer checkout time for the hotspots, possibly extend from one to two weeks.
Friends of the Library	Trivia will be held March 26.
Old Business	Trustees will begin attending and providing updates at City Council meetings quarterly. Brazelton plans to attend April 18. A Trustee will attend July 5 or 18 and Oct. 3 and 17,
Adjournment	Meeting adjourned at 6:45 p.m. The next meeting will be held April 21, 2022.

Respectfully submitted, Heather Lilienthal, Secretary

Approved: 4/21/22



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

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

1. R. Chavez, Inc., d/b/a El Azteca, 1701 SE Delaware Ave., Ste. 300 - Class C Liquor License (LC) includes Outdoor Service, Sunday Sales (Renewal) - Effective May 15, 2022.

2. Gibson Construction, d/b/a Uptown Food & Beverage Co., 302 SW Maple St. - Class C Liquor

License (LC) includes Sunday Sales (Renewal) - Effective May 15, 2022.

3. JNE Foods Inc., d/b/a Hidalgo Mexican Bar & Grill, 1631 SW Main St., Ste. 100. - Class C Liquor License (LC) includes Sunday Sales (Renewal) - Effective May 19, 2022.

4. Shibuya Dinning Group, LLC, d/b/a Wasabi Ankeny, 1615 SW Main St., Ste. 100 - Class C Liquor License (LC) includes Outdoor Service, Sunday Sales (Renewal) - Effective May 20, 2022.

5. The Operating Room Ankeny LLC, d/b/a Operating Room Ankeny, 1631 SW Main St., Ste. 105 - Class C Liquor License (LC) Includes Sunday Sales (Renewal) - Effective May 31, 2022.

6. Briarwood Membership Association Inc., d/b/a Briarwood golf Club, 1525 NE 36th St. (Talons Golf) - Class C Liquor License (LC) 5 Day License - Effective July 13, 2022.

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

Approve the issuance of license(s) and/or permit(s).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #1 in the amount of \$11,492.32 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 660.3660.4210 **Finance Project #** 660.4210
Vendor Project or Invoice #: 1 **PO #**
Original Contract Date: March 7, 2022 **Vendor #** 2078

Date of Council Meeting: May 2, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: March 7, 2022 Through: March 31, 2022

Contract Summary

Original Contract Amount:	\$	127,100.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	127,100.00	
Total completed and stored to date:	\$	11,492.32	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	11,492.32	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$	11,492.32	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 11,492.32

Balance to finish, including retainage: \$ 115,607.68

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Firm Name

Andy S. Floy
Digitally signed by Andy S. Floy
DN: CN=Andy S. Floy, OU=Members,
DC=foth, DC=com
Reason: I am approving this document
Date: 2022.04.18 12:58:40-0500

Signature

Date

April 18, 2022

City of Ankeny Staff Approval:

Signature

Date

Donald Clark

4/18/22

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

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

Date Printed: 4/18/2022

Invoice

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

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

April 11, 2022

Project No: 0022A004.00

Invoice No: 77213

City of Ankeny
220 West First Street
Ankeny, IA 50023

APR 14 2022

CITY OF ANKENY

Invoice Total USD 11,492.32

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through March 31, 2022

Professional Personnel

	Hours	Rate	Amount
Project Manager II	22.00	186.00	4,092.00
Lead Project Engineer	4.00	196.00	784.00
Project Engineer II	5.50	158.00	869.00
Staff Engineer II	7.50	130.00	975.00
Project Scientist I	6.00	121.00	726.00
Technician VI	8.00	141.00	1,128.00
Technician IV	4.00	126.00	504.00
Technician III	20.00	114.00	2,280.00
Project Administrator II	1.00	100.00	100.00
Totals	78.00		11,458.00
Total Labor			11,458.00

Expenses

34.32

Billing Limits

	Current	Prior	To-Date
Total Billings	11,492.32	0.00	11,492.32
Limit			127,100.00
Remaining			115,607.68

Total This Invoice USD 11,492.32



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #23 in the amount of \$39,001.21 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #23

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: West First Street Widening and Improvements - Phase 1
Contractor: Foth Infrastructure and Environment, LLC
Address: PO Box 8418 Carol Stream, IL 60197-8418
Finance Budget Code: 970.3970.4210 **Finance Project #** 970.4210
Vendor Project or Invoice #: 66017 **PO #**
Original Contract Date: December 17, 2018 **Vendor #** 2078

Date of Council Meeting: May 2, 2022 **PAYMENT REQUEST #** 23
PAYMENT PERIOD: From: February 1, 2022 Through: March 31, 2022

Contract Summary

Original Contract Amount:	\$	237,720.00	
Net change by Change Orders:	\$	2,068,135.00	
Contract Amount to Date: (line 1 ± 2)	\$	2,305,855.00	
Total completed and stored to date:	\$	1,885,818.67	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	1,885,818.67	
Less previous applications for payment:	\$	1,846,817.46	
SUBTOTAL	\$		39,001.21

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 39,001.21

Balance to finish, including retainage: \$ 420,036.33

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Foth Infrastructure and Environment, LLC

Firm Name

Bradley D. Hopkey

Digitally signed by Bradley D. Hopkey
DN: cn=US, email=bradley.hopkey@feh.com, o=Foth Infrastructure & Environment, LLC, ou=Infrastructure Division, cn=Bradley D. Hopkey
Reason: I am approving this document
Date: 2022.04.11 13:28:29-05'00'

April 11, 2022

Signature Date

City of Ankeny Staff Approval:

Signature Adam L. Lust Date 04/12/22

Submit to: Adam L. Lust, P.E. - Public Works Engineering Manager
E-mail: ALust@AnkenyIowa.gov Phone: (515) 963-3537 Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 4, 2019	\$ 78,539.03
2	March 4, 2019	\$ 84,665.44
3	April 1, 2019	\$ 53,048.08
4	May 6, 2019	\$ 21,467.14
5	June 3, 2019	\$ 90,346.10
6	August 5, 2019	\$ 137,221.66
7	September 3, 2019	\$ 31,744.34
8	October 7, 2019	\$ 47,472.86
9	November 4, 2019	\$ 43,295.26
10	December 2, 2019	\$ 62,134.48
11	February 3, 2020	\$ 118,678.59
12	March 2, 2020	\$ 49,060.78
13	April 6, 2020	\$ 29,305.10
14	May 4, 2020	\$ 63,725.08
15	July 6, 2020	\$ 139,165.99
16	October 5, 2020	\$ 276,493.45
17	March 1, 2021	\$ 42,625.00
18	June 7, 2021	\$ 108,656.27
19	September 20, 2021	\$ 146,610.79
20	November 15, 2021	\$ 123,961.96
21	December 6, 2021	\$ 53,266.08
22	March 21, 2022	\$ 45,333.98
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 1,846,817.46

Record of Change Orders

No.	Date	Amount
1	May 6, 2019	\$ 709,260.00
2	June 15, 2020	\$ 379,390.00
3	February 1, 2021	\$ 526,885.00
4	March 7, 2022	\$ 452,600.00
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TOTAL \$2,068,135.00

Contract Time Remaining

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



Summary of Services Report - Project Code: 970.4210

Project Title: West First Street Widening and Improvements – Phase 1

Period: February 1, 2022 – March 31, 2022

Work Completed:

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

- Project coordination.
- Utility coordination with MidAm gas
- Construction admin/observation for sewer repair at Logan St.
- Pay Request #9.
- Change Order #3.
- Project closeout for 2021 construction season.
- Plan changes to traffic control & staging for crossover pavement at east end.
- Updates to public displays.

Work Scheduled:

The following work tasks to be completed during the next period:

- Construction admin/observation for Stage 2 of roadway project.
- Minor plan changes related to 12" water main and sidewalk details around signal pole bases.
- Continued coordination with private utilities. MidAm gas & Windstream

Submittal Schedule:

The following dates are according to the original project contract:

Professional Services Agreement Approved	December 17, 2018
Design Survey and Mapping	December, 2018, Complete January 2019
Functional Design	February, 2019, Complete March 2019
Amendment 1	May 6, 2019
Bidding of NW Northlawn Sewer	December 10, 2019
Bidding of Joint Utility Trench	February 11, 2020
Project Information Meeting	March 10, 2020
Bidding of Temporary Traffic Signals	June 25, 2020
Bidding of Roadway Project	December 15, 2020
Amendment 2	June 15, 2020
Amendment 3	February 1, 2021
Opening of W First St for Winter	October 14, 2021
Amendment 4	March 7, 2022

General Comments:

This period included additional services related to the sanitary sewer repairs near Logan St. Services included coordination and meetings, estimate of quantities & costs, construction admin/observation, and construction staking.

Invoice

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

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

April 8, 2022

Project No: 0018A039.01

Invoice No: 77188

City of Ankeny
Attn: Adam Lust
220 W. First St.
Ankeny, IA 50023

Invoice Total USD 39,001.21

Project 0018A039.01 West First Street Widening

Professional Services through March 31, 2022

Professional Personnel

	Hours	Rate	Amount
Lead Project Engineer	82.50	190.00	15,675.00
Project Engineer I	22.00	143.00	3,146.00
Staff Engineer II	11.50	126.00	1,449.00
Planner II	4.80	135.00	648.00
Technician VI	8.00	137.00	1,096.00
Technician III	109.00	111.00	12,099.00
Technician II	20.50	97.00	1,988.50
Technician I	1.50	80.00	120.00
Construction Manager	14.00	168.00	2,352.00
Totals	273.80		38,573.50
Total Labor			38,573.50

Project Expenses 94.19

Miscellaneous Expenses 333.52

Billing Limits	Current	Prior	To-Date
Total Billings	39,001.21	1,846,817.46	1,885,818.67
Limit			2,305,855.00
Remaining			420,036.33

Total This Invoice USD 39,001.21



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #12 in the amount of \$25,838.20 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 #12

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 #: 180349 **PO #**
Original Contract Date: February 15, 2021 **Vendor #** 11377

Date of Council Meeting: May 2, 2022 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: March 1, 2022 Through: March 31, 2022

Contract Summary

Original Contract Amount:	\$	349,900.00	
Net change by Change Orders:	\$	444,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	794,500.00	
Total completed and stored to date:	\$	434,087.24	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	434,087.24	
Less previous applications for payment:	\$	408,249.04	
SUBTOTAL	\$	25,838.20	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 25,838.20

Balance to finish, including retainage: \$ 360,412.76

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 14, 2022

Signature Date

City of Ankeny Staff Approval:

Donald Clark

4/14/22

Signature Date

Submit to: Don Clark, Director of Municipal Utilities

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

Date Printed: 4/14/2022

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
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Previous Applications for Payment

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TOTAL \$ 408,249.04

Record of Change Orders

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TOTAL \$ -

Please update Payment Application Sheet

Contract Time Remaining

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



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

Invoice

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

April 13, 2022
Project No: 7020.001
Invoice No: 0182725

Professional Services: March 1, 2022 through March 31, 2022

Project 7020.001 Ankeny ASR - Final Design

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

Total this Project 0.00

Contract Amount 172,600.00

Total Billings to Date 172,600.00

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

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

Total this Project 0.00

Contract Amount 31,000.00

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	0182725
---------	----------	---------------------------	---------	---------

Total Billings to Date 31,000.00

Project 7020.004 Ankeny ASR - Construction Administration; Demolition

Total Labor 1,498.50

Total Expenses 18.40

Total this Project \$1,516.90

Project 7020.005 Ankeny ASR - RPR Demolition

Total this Project 0.00

Project 7020.006 Ankeny ASR - Geotechnical Report

Total Labor 3,078.50

Total Expenses 38.40

Total this Project \$3,116.90

Project 7020.007 Ankeny ASR - Testing Services; WWTP Demolition

Total Labor 327.50

Total Expenses 3,808.65

Total this Project \$4,136.15

Project 7020.008 Ankeny ASR - Construction Administration

Percent Complete	6.00	Total Earned	16,200.00
		Previous Fee Billing	0.00
		Current Fee Billing	16,200.00

Total this Project \$16,200.00

Contract Amount 270,000.00

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	0182725
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Total Billings to Date 16,200.00

Project 7020.009 Ankeny ASR - Bidding Documents

Total Expenses 585.00

Total this Project \$585.00

Project 7020.010 Construction Resident Project Representative

Total Labor 23.50

Total this Project \$23.50

Project 7020.011 Construction Staking Services

Total Labor 259.75

Total this Project \$259.75

Project 7020.012 Construction Field and Laboratory Testing Services

Total this Project 0.00

Total this Invoice \$25,838.20

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 5, 2022

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

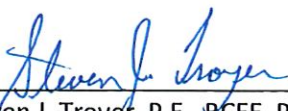
ITEMS: Status Report / Monthly Billing

COMMENTS:

Mr. Clark,

This billing is for professional engineering services for the March 2022 billing period. Time was spent this period on the demolition project, construction administration for bid package 1 & 2, and testing services. Time was also spent dealing with the subsurface soils conditions at the site.

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 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #1 in the amount of \$639,806.53 to Gingerich Well & Pump Service, LLC, for construction services on the Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Well No. 7 / ASR No. 3 - Bid Package 1 - Well Construction
Contractor: Gingerich Well & Pump Service, LLC
Address: 1331 Hwy 1, Kalona, IA 52247
Finance Budget Code: 632.3632.4450 **Finance Project #** 632.4450
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: February 7, 2022 **Vendor #** 11387

Date of Council Meeting: May 2, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: February 7, 2022 Through: April 21, 2022

Contract Summary

Original Contract Amount:	\$	3,234,033.00
Net change by Change Orders:	\$	-
Contract Amount to Date: (line 1 ± 2)	\$	3,234,033.00
Total completed and stored to date:	\$	673,480.56
Retainage: 5 % of Completed Work:	\$	33,674.03
Total Earned less Retainage:	\$	639,806.53
Less previous applications for payment:	\$	-
SUBTOTAL	\$	639,806.53

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 639,806.53

Balance to finish, including retainage: \$ 2,594,226.47

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: Gingerich Well & Pump Service, LLC
Firm Name
Signature: *[Signature]* Date: April 22, 2021

Engineer / Consultant Approval: FOX Strand
Firm Name
Signature: *Taylor Stapper* Date: 4/22/2022

City of Ankeny Staff Approval:
Signature: *Donald Clark* Date: 4/25/22

Submit to: Don Clark, P.E. - Director of Municipal Utilities
E-mail: DClark@AnkenyIowa.gov **Phone:** (515) 963-3529 **Fax:** (515) 963-3529

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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Previous Applications for Payment

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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

Owner: <u>City of Ankeny</u>	Owner's Project No.: _____
Engineer: <u>FOX Strand</u>	Engineer's Project No.: <u>3379-20A</u>
Contractor: <u>Gingerich Well & Pump Service, LLC</u>	Contractor's Project No.: _____
Project: <u>Well No. 7 / ASR No. 3 - Bid Pacakage 1 - Well Construction</u>	
Contract: _____	

Application No.:	<u>1</u>	Application Date:	<u>4/21/2022</u>
Application Period:	From <u>2/7/2022</u>	to	<u>4/21/2022</u>

1. Original Contract Price	\$ <u>3,234,033.00</u>
2. Net change by Change Orders	\$ <u>-</u>
3. Current Contract Price (Line 1 + Line 2)	\$ <u>3,234,033.00</u>
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ <u>673,480.56</u>
5. Retainage	
a. <u>5%</u> X \$ <u>289,500.00</u> Work Completed =	\$ <u>14,475.00</u>
b. <u>5%</u> X \$ <u>383,980.56</u> Stored Materials =	\$ <u>19,199.03</u>
c. Total Retainage (Line 5.a + Line 5.b)	\$ <u>33,674.03</u>
6. Amount eligible to date (Line 4 - Line 5.c)	\$ <u>639,806.53</u>
7. Less previous payments (Line 6 from prior application)	\$ <u>-</u>
8. Amount due this application	\$ <u>639,806.53</u>
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ <u>2,594,226.47</u>

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u>Gingerich Well & Pump Service, LLC</u>	
Signature: <u></u>	Date: <u>April 22, 2021</u>

Recommended by Engineer By: <u></u> Title: <u>Asst. Project Manager</u> Date: <u>4/22/2022</u>	Approved by Owner By: _____ Title: _____ Date: _____
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____

Progress Estimate - Unit Price Work

Owner: City of Ankeny
Engineer: FOX Strand
Contractor: Gingerich Well & Pump Service, LLC
Project: Well No. 7 / ASR No. 3 - Bid Package 1 - Well Construction
Contract:

Contractor's Application for Payment

Owner's Project No.:
Engineer's Project No.: 3379-20A
Contractor's Project No.:

Application No.: 1		Application Period: From 02/07/22 to 04/23/22				Application Date: 04/23/22						
A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Item Quantity	Contract Information			Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (L - J) (\$)	
			Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
Original Contract												
1	Mobilization/Demobilization	1.00	LS	375,000.00	375,000.00	0.30	112,500.00	-	112,500.00	30%	262,500.00	
2	Storm Water Pollution Prevention Plan (SWPPP)	1.00	LS	25,000.00	25,000.00	-	-	-	-	0%	25,000.00	
3	Well Water Pollution Prevention Plan (WWPPP)	1.00	LS	105,000.00	105,000.00	-	-	-	-	0%	105,000.00	
4	Drilled Hole & Surface Casing	344.00	LF	565.00	194,360.00	-	-	93,648.00	93,648.00	48%	100,712.00	
5	22" Drilled Hole	1,794.00	LF	355.00	636,870.00	-	-	-	-	0%	636,870.00	
6	Ream 22" Drilled Hole to 28" Drilled Hole	473.00	LF	565.00	267,245.00	-	-	-	-	0%	267,245.00	
7	24" Well Casing	817.00	LF	310.00	253,270.00	-	-	125,084.40	125,084.40	49%	128,185.60	
8	18" Well Casing	1,321.00	LF	248.00	327,608.00	-	-	165,248.16	165,248.16	50%	162,359.84	
9	Grouting Set-Up & Removal	2.00	LS	45,000.00	90,000.00	-	-	-	-	0%	90,000.00	
10	Grout Casing	2,700.00	Sacks	42.00	113,400.00	-	-	-	-	0%	113,400.00	
11	Mechanical Integrity Pressure Testing	1.00	LS	20,000.00	20,000.00	-	-	-	-	0%	20,000.00	
12	16" Drilled Hole	332.00	LF	315.00	104,580.00	-	-	-	-	0%	104,580.00	
13	Cement Bond Log	1.00	LS	25,000.00	25,000.00	-	-	-	-	0%	25,000.00	
14	Well Development Set-Up & Removal	1.00	LS	43,000.00	43,000.00	-	-	-	-	0%	43,000.00	
15	Well Development	48.00	HRS	525.00	25,200.00	-	-	-	-	0%	25,200.00	
16	Production Pump Test Set-Up & Removal	1.00	LS	120,000.00	120,000.00	-	-	-	-	0%	120,000.00	
17	Well Production Pump Test	72.00	HRS	500.00	36,000.00	-	-	-	-	0%	36,000.00	
18	Water Quality Testing	1.00	LS	5,000.00	5,000.00	-	-	-	-	0%	5,000.00	
19	Video Record of Completed Well	1.00	LS	3,500.00	3,500.00	-	-	-	-	0%	3,500.00	
20	Well Disinfection	1.00	LS	10,000.00	10,000.00	-	-	-	-	0%	10,000.00	
21	Site Work and Restoration	1.00	LS	354,000.00	354,000.00	0.50	177,000.00	-	177,000.00	50%	177,000.00	
22	Noise Control (Allowance)	1.00	LS	100,000.00	100,000.00	-	-	-	-	0%	100,000.00	
Original Contract Totals				\$	3,234,033.00		\$	289,500.00	\$	383,980.56	\$	673,480.56
										21%	\$	2,560,552.44

Progress Estimate - Unit Price Work

Owner:	City of Ankeny
Engineer:	FOX Strand
Contractor:	Gingerich Well & Pump Service, LLC
Project:	Well No. 7 / ASR No. 3 - Bid Package 1 - Well Construction
Contract:	

Contractor's Application for Payment

Owner's Project No.: _____

Engineer's Project No.: 3379-20A

Contractor's Project No.: _____

Application No.: 1 Application Period: From 02/07/22 to 04/21/22 Application Date: 04/21/22

[illegible]

Contractor's Application for Payment

Owner's Project No.: _____
Engineer's Project No.: 3379-20A
Contractor's Project No.: _____

[illegible]



VICTORY STEEL PRODUCTS CORPORATION
P.O. Box 4370, St Louis, MO 63123

Call Toll Free (800)325-7902
Call Collect (314)849-7272

COPY
MAR 10 2022

INVOICE

Invoice #: 61273
Invoice Date: 03/04/22
Work Order #: S060228
Page: 1

*Submitted
4-22-22
for stored materials
Payable*

Bill to:

GINGERICH WELL & PUMP SERVICE
1331 HIGHWAY #1
KALONA, IA 52247

Ship to:

GINGERICH WELL & PUMP SERVICE
1331 HIGHWAY #1
KALONA, IA 52247

Account #		Purchase Order #		Terms		Slsp#		Salesperson	
253660		VERBAL-MARK		1% 10 NET 30					
Date Shipped		Ship Via		COL/PPD					
03/03/22						24		GUS DEMOS	
Quantity Ordered	Quantity Shipped	Quantity B/O	UM	Item No	Description	Unit Price	UM	Extended Price	
294	294	0	FT	24.000 X .500 A53B EW DRL		148.9100	FT	43779.54	
					DATE ENTERED <u>3/10/22</u>				
					TOTAL AMOUNT <u>\$43,779.54</u>				
					DISCOUNT <u>\$437.80</u>				
					ACCOUNT NO. <u>City of Ankeny Well</u>				
					DATE PAID <u>3/11/22</u>				
					CHECK NO. <u>72887</u>				
					AMOUNT PAID <u>\$43,341.74</u>				
Please Remit to: Victory Steel Products P.O. Box 4370 St Louis, MO 63123						Subtotal: 43779.54			
						Freight: 7.000 Tax: TOTAL: 43779.54			
Thank you for your business.									

Customer Copy



VICTORY STEEL PRODUCTS CORPORATION
P.O. Box 4370, St Louis, MO 63123

COPY

MAR 07 2022

INVOICE

Call Toll Free (800)325-7902
Call Collect (314)849-7272

pipe receipts -
emailed to Taylor
& Jonathan 4-20-22

Invoice #: 61260
Invoice Date: 03/02/22
Work Order #: S060228
Page: 1

Bill to:

GINGERICH WELL & PUMP SERVICE
1331 HIGHWAY #1
KALONA, IA 52247

Ship to:

GINGERICH WELL & PUMP SERVICE
1331 HIGHWAY #1
KALONA, IA 52247

Account #		Purchase Order #		Terms		Slsp#		Salesperson	
253660		VERBAL-MARK		1% 10 NET 30					
Date Shipped		Ship Via		COL/PPD					
03/02/22						24		GUS DEMOS	
Quantity Ordered	Quantity Shipped	Quantity B/O	UM	Item No	Description	Unit Price	UM	Extended Price	
400	0	400	FT	32.000	X .500 5LB DSAW DRL	234.1200	FT		
462	168	294	FT	24.000	X .500 A53B EW DRL	148.9100	FT	25016.88	
938	0	938	FT	18.000	X .500 A53B EW DRL	115.7200	FT		
					DATE ENTERED _____				
					TOTAL AMOUNT _____				
					DISCOUNT <u>City of Ankeny Well #7 - Fox Engineering</u>				
					ACCOUNT NO. _____				
					DATE PAID _____				
					CHECK NO _____				
					AMOUNT PAID _____				
Please Remit to: Victory Steel Products P.O. Box 4370 St Louis, MO 63123						Subtotal: 25016.88 Freight: 7.000 Tax: TOTAL: 25016.88 ✓			
Thank you for your business.									
Customer Copy									



VICTORY STEEL PRODUCTS CORPORATION
P.O. Box 4370, St Louis, MO 63123

Call Toll Free (800)325-7802
Call Collect (314)849-7272

MAR 03 2022

INVOICE

Invoice #: 61256
Invoice Date: 03/01/22
Work Order #: S060228
Page: 1

COPY

Bill to:

GINGERICH WELL & PUMP SERVICE
1331 HIGHWAY #1
KALONA, IA 52247

Ship to:

GINGERICH WELL & PUMP SERVICE
1331 HIGHWAY #1
KALONA, IA 52247

Account #		Purchase Order #		Terms		Slip#		Salesperson	
253660		VERBAL-MARK		1% 10 NET 30					
Date Shipped		Ship Via		COL/PPD					
03/01/22						24		GUS DEMOS	

Quantity Ordered	Quantity Shipped	Quantity B/O	UM	Item No	Description	Unit Price	UM	Extended Price
400	0	400	FT	32.000 X .500	SLB DSAW DRL	234.1200	FT	
840	378	462	FT	24.000 X .500	A53B EW DRL	148.9100	FT	56287.98
938	0	938	FT	18.000 X .500	A53B EW DRL	115.7200	FT	

DATE ENTERED _____

TOTAL AMOUNT _____

DISCOUNT _____

ACCOUNT NO. City of Ankeny well #7 - Fox Engineering

DATE PAID _____

CHECK NO. _____

AMOUNT PAID _____

Please Remit to:
Victory Steel Products
P.O. Box 4370
St Louis, MO 63123

Thank you for your business.

Customer Copy

Subtotal: 56287.98

Freight: 7.000

Tax:

TOTAL: 56287.98 ✓



VICTORY STEEL PRODUCTS CORPORATION
P.O. Box 4370, St Louis, MO 63123

Call Toll Free (800)325-7902
Call Collect (314)849-7272

COPY
MAR 10 2022

INVOICE

Invoice #: 61265
Invoice Date: 03/03/22
Work Order #: S060228
Page: 1

Bill to:

GINGERICH WELL & PUMP SERVICE
1331 HIGHWAY #1
KALONA, IA 52247

Ship to:

GINGERICH WELL & PUMP SERVICE
1331 HIGHWAY #1
KALONA, IA 52247

Account #	Purchase Order #	Terms	Sisp#	Salesperson
253660	VERBAL-MARK	1% 10 NET 30		
Date Shipped	Ship Via	COL/PPD		
03/03/22			24	GUS DEMOS

Quantity Ordered	Quantity Shipped	Quantity B/O	UM	Item No	Description	Unit Price	UM	Extended Price
400	200	200	FT	32.000 X .500 5LB DSAW DRL		234.1200	FT	46824.00
294	0	294	FT	24.000 X .500 A53B EW DRL		148.9100	FT	

DATE ENTERED 3/10/22
TOTAL AMOUNT \$46,824.00
DISCOUNT \$408.24
ACCOUNT NO. City of Ankeny Well #7-
DATE PAID 3/11/22
CHECK NO 72887
AMOUNT PAID \$46,355.76

10
KLM
3/10

Fix Engineering

Please Remit to:
Victory Steel Products
P.O. Box 4370
St Louis, MO 63123

Thank you for your business.

Subtotal: 46824.00
Freight: 7.000
Tax: 7.000
TOTAL: 46824.00 ✓



VICTORY STEEL PRODUCTS CORPORATION
P.O. Box 4370, St Louis, MO 63123

Call Toll Free (800)325-7902
Call Collect (314)849-7272

COPY
MAR 10 2022 **INVOICE**

Invoice #: 61266
Invoice Date: 03/03/22
Work Order #: S060228
Page: 1

Bill to:

GINGERICH WELL & PUMP SERVICE
1331 HIGHWAY #1
KALONA, IA 52247

Ship to:

GINGERICH WELL & PUMP SERVICE
1331 HIGHWAY #1
KALONA, IA 52247

Account #	Purchase Order #	Terms	Slsp#	Salesperson				
253660	VERBAL-MARK	1% 10 NET 30						
Date Shipped	Ship Via	COL/PPD						
03/03/22			24	GUS DEMOS				
Quantity Ordered	Quantity Shipped	Quantity B/O	UM	Item No	Description	Unit Price	UM	Extended Price
200	200	0	FT	32.000	X .500 5LB DSAW DRL	234.1200	FT	46824.00
294	0	294	FT	24.000	X .500 A53B EW DRL	148.9100	FT	
DATE ENTERED 3/10/22 TOTAL AMOUNT \$46824.00 DISCOUNT \$468.24 ACCOUNT NO. DATE PAID 3/11/22 CHECK NO. 72887 AMOUNT PAID \$46355.76 City of Ankeny well#7 - Fox Engineering								
Please Remit to: Victory Steel Products P.O. Box 4370 St Louis, MO 63123						Subtotal: 46824.00 Freight: 7.000 Tax: TOTAL: 46824.00		

Thank you for your business.

Customer Copy

MAR 03 2022



VICTORY STEEL PRODUCTS CORPORATION
P.O. Box 4370, St Louis, MO 63123

Call Toll Free (800)326-7802
Call Collect (314)849-7272

COPY

INVOICE

Invoice #: 61262
Invoice Date: 03/03/22
Work Order #: 3060228
Page: 1

Bill to:

GINGERICH WELL & PUMP SERVICE
1331 HIGHWAY #1
KALONA, IA 52247

Ship to:

GINGERICH WELL & PUMP SERVICE
1331 HIGHWAY #1
KALONA, IA 52247

Account #	Purchase Order #	Terms	Ship#	Salesperson
253660	VERBAL-MARK	1% 10 NET 30		
Date Shipped	Ship Via	COL/PPD		
03/02/22			24	GUS DEMOS

Quantity Ordered	Quantity Shipped	Quantity B/O	UM	Item No	Description	Unit Price	UM	Extended Price
400	0	400	FT	32.000 X .500	SLB DSAW DRL	234.1200	FT	
294	0	294	FT	24.000 X .500	A53B EW DRL	148.9100	FT	
938	504	434	FT	18.000 X .500	A53B EW DRL	115.7200	FT	58322.88

DATE ENTERED _____

TOTAL AMOUNT : _____

DISCOUNT _____

ACCOUNT NO. City of Ankeny Well #7-Fox

DATE PAID _____

CHECK NO. _____

AMOUNT PAID _____

Engineering

Please Remit to:
Victory Steel Products
P.O. Box 4370
St Louis, MO 63123

Subtotal: 58322.88

Freight: 7.000

Tax:

TOTAL: 58322.88 ✓

Thank you for your business.

Customer Copy

COPY

MAR 02 2022



VICTORY STEEL PRODUCTS CORPORATION
P.O. Box 4370, St Louis, MO 63123

Call Toll Free (800)325-7802
Call Collect (314)849-7272

INVOICE

Invoice #: 61247
Invoice Date: 03/01/22
Work Order #: 8060228
Page: 1

Bill to:

GINGERICH WELL & PUMP SERVICE
1331 HIGHWAY #1
KALONA, IA 52247

Ship to:

GINGERICH WELL & PUMP SERVICE
1331 HIGHWAY #1
KALONA, IA 52247

Account #		Purchase Order #		Terms		Slap#		Salesperson	
253660		VERBAL-MARK		1% 10 NET 30					
Date Shipped		Ship Via		COL/PPD					
03/01/22						24		GUS DEMOS	

Quantity Ordered	Quantity Shipped	Quantity B/O	UM	Item No	Description	Unit Price	UM	Extended Price
400	0	400	FT	32.000 X .500	SLB DSAW DRL	234.1200	FT	
840	0	840	FT	24.000 X .500	A53B EW DRL	148.9100	FT	
1400	462	938	FT	18.000 X .500	A53B EW DRL	115.7200	FT	53462.64

DATE ENTERED _____

TOTAL AMOUNT _____

DISCOUNT _____

ACCOUNT NO. _____

DATE PAID _____

CHECK NO. _____

AMOUNT PAID _____

*City of Ankeny Well #7-
Fox Engineering*

Please Remit to:
Victory Steel Products
P.O. Box 4370
St Louis, MO 63123

Thank you for your business.

Subtotal: 53462.64

Freight: 7.000

Tax:

TOTAL: 53462.64 ✓

Customer Copy

MAR 03 2022


VICTORY STEEL PRODUCTS CORPORATION
 P.O. Box 4870, St Louis, MO 63128

 Call Toll Free (800)325-7802
 Call Collect (314)849-7272

INVOICE

 Invoice #: 61263
 Invoice Date: 03/03/22
 Work Order #: S060228
 Page: 1

COPY
Bill to:

 GINGERICH WELL & PUMP SERVICE
 1331 HIGHWAY #1
 KALONA, IA 52247

Ship to:

 GINGERICH WELL & PUMP SERVICE
 1331 HIGHWAY #1
 KALONA, IA 52247

Account #	Purchase Order #	Terms	Slsp#	Salesperson
253660	VERBAL-MARK	1% 10 NET 30		
Date Shipped	Ship Via	COL/PPD		
03/02/22			24	GUS DEMOS

Quantity Ordered	Quantity Shipped	Quantity B/O	UM	Item No	Description	Unit Price	UM	Extended Price
400	0	400	FT	32.000 X .500	SLB DSAW DRL	234.1200	FT	
294	0	294	FT	24.000 X .500	A53B EW DRL	148.9100	FT	
462	462	0	FT	18.000 X .500	A53B EW DRL	115.7200	FT	53462.64

DATE ENTERED _____
 TOTAL AMOUNT _____
 DISCOUNT _____
 ACCOUNT NO. City of Ankeny: Well #7 - Fox Engineering
 DATE PAID _____
 CHECK NO. _____
 AMOUNT PAID _____

Please Remit to:
 Victory Steel Products
 P.O. Box 4370
 St Louis, MO 63123

Thank you for your business.
 Customer Copy

Subtotal: 53462.64
 Freight: 7.000
 Tax:
TOTAL: 53462.64 ✓



GINGERICH

WELL & PUMP SERVICE, LLC

YOUR WELL-BEING OUR BUSINESS

1331 Highway 1
Kalona, IA 52247
(319) 656-2664
Fax (319) 656-2676
(800) 356-2664

Date	Invoice
4/21/2022	29589

Mailing Address:		Site Address:	
Ankeny, City of 1210 NW Prairie Ridge Dr Ankeny Public Services Bldg Ankeny, IA 50023		Ankeny, City of 1102 SE Creekview Dr Well #7 Ankeny, IA 50023	
Phone	Due Date	Sales Rep	
515-963-3520	5/21/2022	Klint	
Quantity	Description	Price	Amount
1	Pay App #1		
0.3	Mobilization/Demobilization	\$375,000.00	\$112,500.00
400	32" Surface Casing	\$234.12	\$93,648.00
840	24" Well Casing	\$148.91	\$125,084.40
1428	18" Well Casing	\$115.72	\$165,248.16
0.5	Site Work and Restoration	\$354,000.00	\$177,000.00
Thank you!		Sales Tax	\$0.00
		Total	\$673,480.56

Balance due in 10 days. All past due accounts are subject to a late payment fee of 1.5% per month.

A FOURTH GENERATION FAMILY OWNED BUSINESS

Emery Gingerich • Klint Gingerich • Corwin Gingerich

www.gingerichwell.com



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of \$153,782.31 to HR Green, Inc. for engineering services on the NE 36th Street Reconstruction Project, I-35 to NE Four Mile Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #9

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 2, 2022 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: January 29, 2022 Through: April 1, 2022

Contract Summary

Original Contract Amount:	\$	206,500.00	
Net change by Change Orders:	\$	449,000.00	
Contract Amount to Date: (line 1 ± 2)	\$	655,500.00	
Total completed and stored to date:	\$	631,186.29	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	631,186.29	
Less previous applications for payment:	\$	477,403.98	
SUBTOTAL	\$		153,782.31

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 153,782.31

Balance to finish, including retainage: \$ 24,313.71

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 21, 2022

City of Ankeny Staff Approval:

Signature

Date

4/25/2022

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
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Previous Applications for Payment

No.	Date	Amount
36		
37		
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PREVIOUS PAY APP TOTAL = \$ 477,403.98

Record of Change Orders

No.	Date	Amount
1		
2		
3		
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24		
25		

CHANGE ORDER TOTAL = \$ -
Please update Payment Application Sheet

Contract Time Remaining

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



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

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

April 21, 2022
 Project No: 210360
 Invoice No: 151898
Invoice Total: \$153,782.31

Project 210360 Ankeny, IA - NE 36th Street Reconstruction

Professional Services Through April 1, 2022

Phase 01.00 Project Management and Administration

Professional Personnel

	Hours	Amount	
Senior Professional	15.00	3,385.00	
Professional	4.50	720.00	
Admin Coordinator	4.00	398.00	
Totals	23.50	4,503.00	
Total Labor			4,503.00

Total this Phase \$4,503.00

Phase 02.00 Stakeholder Coordination

Professional Personnel

	Hours	Amount	
Senior Professional	.50	112.50	
Professional	.50	80.00	
Totals	1.00	192.50	
Total Labor			192.50

Total this Phase \$192.50

Phase 03.00 Utility Coordination

Professional Personnel

	Hours	Amount	
Senior Professional	12.00	2,700.00	
Professional	1.00	160.00	
Technician	9.50	997.50	
Totals	22.50	3,857.50	
Total Labor			3,857.50

Consultants

Badger Daylighting Corp			
2/25/2022	Badger Daylighting Corp	Potholes	2,430.85
3/1/2022	Badger Daylighting Corp	Final Pothole Operations	1,215.42
Total Consultants			3,646.27

Unit Charges

Mileage 0.585	21.06	
Total Unit Charges	21.06	21.06

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.

Project	210360	Ankeny, IA - NE 36th Street Reconstructi			Invoice	151898
Total this Phase					\$7,524.83	

Phase	07.00	Right-of-Way and Easements				
Professional Personnel						
			Hours	Amount		
Senior Professional			2.00	450.00		
	Totals		2.00	450.00		
	Total Labor					450.00
Consultants						
Nilles Associates						
3/31/2022	Nilles Associates	Plats		3,600.00		
	Total Consultants			3,600.00		3,600.00
Total this Phase					\$4,050.00	

Phase	08.00	Land Acquisition Services				
Consultants						
JCG Land Services, Inc.						
3/7/2022	JCG Land Services, Inc.	Acquisition Services		8,120.48		
3/31/2022	JCG Land Services, Inc.	ROW, Easements, Appraisals		30,838.75		
	Total Consultants			38,959.23		38,959.23
Total this Phase					\$38,959.23	

Phase	10.00	Final Design				
Professional Personnel						
			Hours	Amount		
Principal			3.75	944.25		
Senior Professional			129.25	28,906.25		
Professional			195.75	31,404.75		
Junior Professional			47.00	6,110.00		
	Totals		375.75	67,365.25		
	Total Labor					67,365.25
Total this Phase					\$67,365.25	

Phase	11.00	Bid Phase Services				
Professional Personnel						
			Hours	Amount		
Senior Professional			17.00	3,825.00		
	Totals		17.00	3,825.00		
	Total Labor					3,825.00
Total this Phase					\$3,825.00	

Phase	12.00	Special Assessment Services				
Professional Personnel						
			Hours	Amount		
Senior Professional			25.50	5,737.50		
	Totals		25.50	5,737.50		
	Total Labor					5,737.50
Total this Phase					\$5,737.50	

Phase	13.00	Interchange Operation Report				

Project	210360	Ankeny, IA - NE 36th Street Reconstructi	Invoice	151898
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Professional Personnel

	Hours	Amount	
Senior Professional	72.50	15,280.00	
Professional	31.50	4,915.00	
Junior Professional	11.00	1,430.00	
Totals	115.00	21,625.00	
Total Labor			21,625.00
		Total this Phase	\$21,625.00

Billing Limits	Current	Prior	To-Date
Total Billings	153,782.31	477,403.98	631,186.29
Limit			655,500.00
Remaining			24,313.71
		Total this Invoice	<u>\$153,782.31</u>



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

▷ HRGREEN.COM

April 21, 2022

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

Progress Report & Attached Invoice
Ankeny, IA - NE 36th Street Reconstruction
HRG Project No. 210360
Contract date: April 5, 2021

Dear Amy:

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

Attached Invoice #	151893
Period covered by invoice	1/29/22 – 4/1/22
Amount this invoice	\$153,782.31
Total billings to date, including this invoice	\$631,186.29
Contract maximum fee	\$655,500.00
% of Contract billed to date	96.3%

Summary of services during this billing period:

- Coordinated with MidAmerican Energy (MEC), DMWW, and Aureon on facility designs and relocations
- Completed utility test hole operations
- Prepared final right-of-way plats and easement exhibits
- Acquired appraisal reports, prepared compensation packets and coordinated real estate acquisitions
- Finalized design plans and contract documents for bid
- Completed preliminary special assessments

Comments:

- None at this time

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

Best regards,

HR GREEN, INC.

Jason Lastovica, P.E.



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #4 in the amount of \$36,992.33 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 #4

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 #: 657.4210
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: April 5, 2021 Vendor #: 5531

Date of Council Meeting: May 2, 2022 PAYMENT REQUEST # 4
PAYMENT PERIOD: From: October 30, 2021 Through: March 25, 2022

Contract Summary

Original Contract Amount:	\$	<u>77,400.00</u>	
Net change by Change Orders:	\$	<u>67,900.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$		<u>145,300.00</u>
Total completed and stored to date:	\$	<u>96,363.46</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$		<u>96,363.46</u>
Less previous applications for payment:	\$		<u>59,371.13</u>
SUBTOTAL	\$		<u>36,992.33</u>

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 36,992.33

Balance to finish, including retainage: \$ 48,936.54

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

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
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 59,371.13

Record of Change Orders

No.	Date	Amount
1		\$ 67,900.00
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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
220 West 1st Street
Ankeny, IA 50023

April 12, 2022
Project No: 210145
Invoice No: 151594
Invoice Total: \$36,992.33

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

Professional Services Through March 25, 2022

Phase 1000 Final Design

Professional Personnel

	Hours	Amount	
Senior Professional	4.00	848.00	
Junior Professional	19.00	2,375.00	
Senior Technician	1.75	232.75	
Junior Field Personnel	1.00	90.00	
Admin Coordinator	.75	72.50	
Totals	26.50	3,618.25	
Total Labor			3,618.25

Unit Charges

Technology & Communication Charge	159.00	
Total Unit Charges	159.00	159.00

Total this Phase \$3,777.25

Phase 2000 Bid Phase

Professional Personnel

	Hours	Amount	
Senior Professional	6.75	1,431.00	
Junior Professional	8.50	1,045.50	
Admin Coordinator	4.25	401.50	
Totals	19.50	2,878.00	
Total Labor			2,878.00

Reimbursable Expenses

Other Expenses	360.00	
Reproduction & Printing	31.45	
Total Reimbursables	391.45	391.45

Unit Charges

Technology & Communication Charge	277.50	
Total Unit Charges	277.50	277.50

Total this Phase \$3,546.95

Phase 3000 Construction Administration

Professional Personnel

	Hours	Amount	
Senior Professional	38.25	8,303.00	
Junior Professional	40.75	5,207.25	
Totals	79.00	13,510.25	
Total Labor			13,510.25
Unit Charges			
Technology & Communication Charge		376.50	
Total Unit Charges		376.50	376.50
Total this Phase			\$13,886.75

Phase 4000 Construction Observation

Professional Personnel

	Hours	Amount	
Junior Professional	110.00	14,048.50	
Field Personnel	7.00	1,050.00	
Totals	117.00	15,098.50	
Total Labor			15,098.50
Unit Charges			
Mileage 0.585		43.88	
Technology & Communication Charge		639.00	
Total Unit Charges		682.88	682.88
Total this Phase			\$15,781.38

Billing Limits	Current	Prior	To-Date
Total Billings	36,992.33	59,371.13	96,363.46
Limit			145,300.00
Remaining			48,936.54
Total this Invoice			<u><u>\$36,992.33</u></u>



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #11 in the amount of \$19,070.00 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 3rd Street Improvements - Phase 1
Contractor: JEO Consulting Group, Inc.
Address: 1615 SW Main Street, Suite 205, Ankeny, IA
Finance Budget Code: 42% - 658.3658.4210
58% - 695.3695.4210
Finance Project # 42% - 658.4210
58% - 695.4210
Vendor Project or Invoice #: 200170.01
PO #
Original Contract Date: December 7, 2020
Vendor # 7827

Date of Council Meeting: May 2, 2022
PAYMENT REQUEST # 11
PAYMENT PERIOD: From: February 5, 2022 Through: April 8, 2022

Contract Summary

Original Contract Amount:	\$	129,560.00	
Net change by Change Orders:	\$	178,005.00	
Contract Amount to Date: (line 1 ± 2)	\$	307,565.00	
Total completed and stored to date:	\$	160,515.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	160,515.00	
Less previous applications for payment:	\$	141,445.00	
SUBTOTAL	\$	19,070.00	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	19,070.00	

Balance to finish, including retainage: \$ 147,050.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

April 20, 2022

City of Ankeny Staff Approval:

Signature

Date

4/21/2022

Submit to: Becky Ford, PE, CFM - Stormwater and Environmental Manager

E-mail: BFord@Ankenylowa.gov

Phone: (515) 963-3526

Fax: (515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 1, 2021	\$ 8,827.50
2	March 1, 2021	\$ 27,042.50
3	April 5, 2021	\$ 13,045.00
4	May 3, 2021	\$ 18,691.25
5	June 7, 2021	\$ 6,117.50
6	August 2, 2021	\$ 31,245.00
7	September 7, 2021	\$ 16,212.50
8	October 4, 2021	\$ 12,552.50
9	November 1, 2021	\$ 4,171.25
10	March 7, 2022	\$ 3,540.00
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 141,445.00

Record of Change Orders

No.	Date	Amount
1	June 7, 2021	\$ 11,885.00
2	March 7, 2022	\$ 166,120.00
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CHANGE ORDER TOTAL = \$ 178,005.00

Contract Time Remaining

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



April 13th, 2022

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

RE: SE 3rd Street Improvements - Phase 1
Progress Report No. 11
JEO Project No. 200170.01

Dear Ms. Ford:

This is the eleventh progress report for the above referenced project and covers work through April 8th, 2022. Work during the specified timeframe includes Contractor coordination, Pre Construction Meeting, and shop drawing review for Phase 1.

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

Sincerely,

Rob Haaland, P.E., PTOE
Project Manager

Enclosures



Engineering | Architecture | Surveying | Planning

Invoice

April 14, 2022

Project No: R200170.01

Invoice No: 132003

Invoice Amount: 19,070.00

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

Project Manager Rob Haaland

Project R200170.01 Ankeny SE 3rd Street Improvements - Phase 1
Professional Services through April 8, 2022

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$20,475.00		\$20,475.00	\$20,475.00	0.00
Geotechnical	\$7,000.00		\$7,000.00	\$7,000.00	0.00
Preliminary Design	\$62,090.00		\$62,090.00	\$62,090.00	0.00
Final Design	\$44,840.00		\$44,840.00	\$44,840.00	0.00
Public Information Meeting	\$3,500.00		\$3,500.00	\$3,500.00	0.00
Bidding Phase Services	\$3,540.00		\$3,540.00	\$3,540.00	0.00
Construction Staking	\$30,000.00		\$323.75	0.00	\$323.75
Construction Administration	\$120,000.00		\$18,746.25	0.00	\$18,746.25 15.6%
Total	\$291,445.00		\$160,515.00	\$141,445.00	\$19,070.00
Total Amount Due Upon Receipt :				\$19,070.00	

Email invoice to: BFord@Ankenylowa.gov



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of \$2,466.25 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Delaware Avenue HMA Widening
Contractor: JEO Consulting Group, Inc.
Address: 1615 SW Main Street, Suite 205, Ankeny, IA
Finance Budget Code: 993.3993.4210 **Finance Project #** 993.4210
Vendor Project or Invoice #: 201512.00 **PO #** N/A
Original Contract Date: April 19, 2021 **Vendor #** 7827

Date of Council Meeting: May 2, 2022 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: March 4, 2022 Through: April 8, 2022

Contract Summary

Original Contract Amount:	\$	97,750.00	
Net change by Change Orders:	\$	119,795.00	
Contract Amount to Date: (line 1 ± 2)	\$	217,545.00	
Total completed and stored to date:	\$	124,289.13	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	124,289.13	
Less previous applications for payment:	\$	121,822.88	
SUBTOTAL	\$	2,466.25	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,466.25

Balance to finish, including retainage: \$ 93,255.87

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

April 19, 2022

City of Ankeny Staff Approval:

Signature

Date

4/20/2022

Submit to:

Jim Haberichter - Civil Engineer II

E-mail: jhaberichter@Ankenylowa.gov

Phone: (515) 963-3537

Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 7, 2021	\$ 4,361.25
2	July 6, 2021	\$ 5,788.75
3	August 2, 2021	\$ 28,591.25
4	September 7, 2021	\$ 28,883.75
5	October 4, 2021	\$ 15,606.25
6	November 1, 2021	\$ 11,733.75
7	March 7, 2022	\$ 24,167.88
8	April 4, 2022	\$ 2,690.00
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 121,822.88

Record of Change Orders

No.	Date	Amount
1	January 3, 2022	\$ 24,595.00
2	March 21, 2022	\$ 95,200.00
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CHANGE ORDER TOTAL = \$ 119,795.00

Contract Time Remaining

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



Engineering | Architecture | Surveying | Planning

Invoice

April 14, 2022

Project No: R201512.00

Invoice No: 132004

Invoice Amount: 2,466.25

Jim Haberichter
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Rob Haaland

Project R201512.00 Ankeny SE Delaware Avenue HMA Widening- SE 68th Ave to SE 72nd Ave

Professional Services through April 8, 2022

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$17,050.00		\$17,050.00	\$17,050.00	0.00
Environmental Services	\$2,000.00		\$1,930.00	\$1,930.00	0.00
Preliminary Design	\$43,610.00		\$43,591.25	\$43,591.25	0.00
Final Design	\$28,950.00		\$28,950.00	\$28,950.00	0.00
Public Information Meeting	\$3,450.00		\$3,443.75	\$3,443.75	0.00
Bidding Phase Services	\$2,690.00		\$2,690.00	\$2,690.00	0.00
Construction Staking	\$7,450.00		0.00	0.00	0.00
Construction Administration	\$14,250.00		\$2,466.25	0.00	\$2,466.25
Resident Project Representation	\$62,500.00		0.00	0.00	0.00
Monument Preservation	\$1,000.00		0.00	0.00	0.00
Post-Construction Services	\$10,000.00		0.00	0.00	0.00
Amendment No. 1-Acquisition Plats	\$3,500.00		\$3,500.00	\$3,500.00	0.00
Amendment No. 1 - City Letting Design	\$15,095.00		\$15,095.00	\$15,095.00	0.00
Hourly Phase(s)					
Reimbursables-Amendment No. 1-Utility Potholing			\$5,572.88	\$5,572.88	0.00
Total	\$211,545.00		\$124,289.13	\$121,822.88	\$2,466.25
Total Amount Due Upon Receipt :					\$2,466.25

Email invoice to: jhaberichter@ankenyiowa.gov



April 13th, 2022

Mr. Jim Haberichter
Civil Engineer II
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE Delaware Avenue HMA Widening
Progress Report No. 9
JEO Project No. 201512.00

Dear Mr. Haberichter:

This is the ninth progress report for the above referenced project and covers work through April 8th, 2022. Work during the specified timeframe includes coordination with the construction contractor, pre-construction conference, and shop drawing review services.

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

Sincerely,

Rob Haaland, P.E., PTOE
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #14 in the amount of \$28,010.00 to MSA Professional Services, Inc., for engineering services on the NW 36th Street and NW Weigel Drive Water Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #14

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th Street and NW Weigel Drive Water Main
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 634.3634.4210 **Finance Project #** 634.4210
Vendor Project or Invoice #: **PO #**
Original Contract Date: April 6, 2020 **Vendor #** 6447

Date of Council Meeting: May 2, 2022 **PAYMENT REQUEST #** 14
PAYMENT PERIOD: From: March 20, 2022 Through: April 16, 2022

Contract Summary

Original Contract Amount:	\$	120,010.00	
Net change by Change Orders:	\$	134,950.00	
Contract Amount to Date: (line 1 ± 2)	\$	254,960.00	
Total completed and stored to date:	\$	177,065.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	177,065.00	
Less previous applications for payment:	\$	149,055.00	
SUBTOTAL	\$		28,010.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 28,010.00

Balance to finish, including retainage: \$ 77,895.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: Not Applicable
Firm Name

Signature Date

Engineer / Consultant Approval: MSA Professional Services, Inc.

Nichole Sungen

Firm Name

Signature Date

City of Ankeny Staff Approval:

Don Clark

Signature Date

Submit to: Don Clark, Municipal Utilities Director

E-mail: DClark@Ankenylowa.gov **Phone:** (515) 963-3529 **Fax:** (515) 963-3535

Date Printed: 4/21/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 4, 2020	\$ 4,194.80
2	June 1, 2020	\$ 15,211.20
3	July 6, 2020	\$ 27,315.50
4	August 3, 2020	\$ 16,869.30
5	September 8, 2020	\$ 14,277.20
6	October 5, 2020	\$ 23,843.20
7	November 2, 2020	\$ 14,673.80
8	December 7, 2020	\$ 4,918.10
9	January 4, 2021	\$ 1,172.10
10	February 1, 2021	\$ 1,974.20
11	April 5, 2021	\$ 4,150.60
12	February 7, 2022	\$ 4,440.00
13	April 4, 2022	\$ 16,015.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 149,055.00

Record of Change Orders

No.	Date	Amount
1	June 1, 2020	\$ 5,750.00
2	February 15, 2021	\$ 119,700.00
3	March 7, 2022	\$ 9,500.00
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TOTAL \$ 134,950.00

Contract Time Remaining

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

PROJECT UPDATE

CONTACT INFORMATION:

Nichole Sungren

Phone: (515) 964-1920

nsungren@msa-ps.com

DATE:

April 21, 2022

PROJECT NUMBERS:

City of Ankeny:

WTM-20-001

MSA:

09085053



CONSTRUCTION PROJECT 09085053

TASK 1: CONSTRUCTION ADMINISTRATION

Task 1: 35% Complete

MSA has been coordinating with City staff, weekly construction meeting attendance and minute preparation, shop drawing review and other administration items.

TASK 2: CONSTRUCTION STAKING

Task 2: 50% Complete

MSA completed the water main staking for the project in an expedited manner at the request of the Contractor in order to meet their schedule. This resulted in few trips than was originally anticipated.

TASK 3: CONSTRUCTION OBSERVATION

Task 3: 35% Complete

The Contractor has completed the installation of the watermain on NW 36th Street and most of the NW Weigel Drive. During most of construction, On Track had two crews onsite and MSA (Jordan) was onsite full-time for inspection of both watermain operations.

TASK 4: POST CONSTRUCTION

Task 4: 0% Complete

No work has started on this task.

PROJECT UPDATE

TASK 5: PLAN UPDATES

Task 5: 100% Complete

This task has been completed.

TASK 6: BIDDING

Task 6: 100% Complete

This task has been completed.

TASK 7: PRECONSTRUCTION AND SHOP DRAWING REVIEW

Task 7: 100% Complete

This task has been completed.

**Remit to:**

MSA Professional Services, Inc.
1230 South Boulevard
Baraboo, WI 53913

INVOICE

PAYMENT DUE UPON RECEIPT OF INVOICE.
INTEREST AT THE RATE OF 1.5% PER MONTH
ON UNPAID BALANCE WILL BE ADDED TO
YOUR NEXT STATEMENT.

For questions, contact: (800) 362-4505

Don Clark
City of Ankeny IA
410 West First Street
Ankeny, IA 50023

April 21, 2022

Invoice No: R09085053.0 - 4

Project Manager 00-50-203
Client Liaison Nichole Sungren
Nichole Sungren

AMOUNT DUE THIS INVOICE: \$28,010.00

Project R09085053.0 City of Ankeny IA CRS 36th and Weigel Water Main
Professional Services from March 20, 2022 to April 16, 2022

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Construction Admin	28,400.00	35.00	9,940.00	7,100.00	2,840.00
Construction Staking	12,000.00	50.00	6,000.00	3,000.00	3,000.00
Construction Observation	73,900.00	35.00	25,865.00	3,695.00	22,170.00
Post Construction	5,400.00	0.00	0.00	0.00	0.00
Plan Updates	3,700.00	100.00	3,700.00	3,700.00	0.00
Bidding	2,900.00	100.00	2,900.00	2,900.00	0.00
Precon & Shop Drawings	2,900.00	100.00	2,900.00	2,900.00	0.00
Total Fee	129,200.00		51,305.00	23,295.00	28,010.00
Total Fee					28,010.00
AMOUNT DUE THIS INVOICE:					<u><u>\$28,010.00</u></u>

For ACH notification, remit to:

ach@msa-ps.com

Account Number: 101065930 Routing Number: 075901590

Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.



1555 SE Delaware Ave
Suite F
Ankeny, IA 50021

P (515) 964-1920
TF (800) 844-4122
F (515) 964-4003

www.msa-ps.com

April 21, 2022

Don Clark, Municipal Utilities Director
City of Ankeny
220 W. 1st Street
Ankeny, Iowa 50023

Re: NW 36th Street and NW Weigel Drive Water Main
Project # 09085053

Dear Mr. Clark:

Please find attached the Engineering Invoice #14 for work completed between March 20, 2022 and April 16, 2022. Please refer to the attached Project Update for a summary of the work completed to date. The Contractor has completed the installation of the watermain along NW 36th Street and has approximately one more day to complete the watermain along NW Weigel Drive. After that, the remaining work will include testing, services and site restoration.

Please contact me if you have any questions regarding the information in this submittal. We appreciate the opportunity to work with the City of Ankeny and look forward to a successful project.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in blue ink that reads "Nichole Sungren". The signature is written in a cursive, flowing style.

Nichole Sungren, P.E.
Project Manager

nes
Enc.



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$7,483.03 to RDG Planning & Design, Inc., for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Fourmile Creek and Tributary to Fourmile Creek Restoration
Contractor: RDG Planning & Design, Inc.
Address: 301 Grand Avenue Des Moines IA 50309
Finance Budget Code: 17.3% 694.3694.4210
82.6% 696.6986.4210
Finance Project # 17.3% 694.4210
82.6% 696.4210
Vendor Project or Invoice #: 3416 50483
PO # N/A
Original Contract Date: March 7, 2022
Vendor # 3960

Date of Council Meeting: May 2, 2022
PAYMENT REQUEST # 1
PAYMENT PERIOD: From: March 7, 2022 Through: March 31, 2022

Contract Summary

Original Contract Amount: \$ 223,370.00
Net change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 223,370.00

Total completed and stored to date: \$ 7,483.03
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$ 7,483.03
Less previous applications for payment: \$ -
SUBTOTAL \$ 7,483.03

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 7,483.03

Balance to finish, including retainage: \$ 215,886.97

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

RDG Planning & Design, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Becky Ford, P.E., CFM - Stormwater & Environmental Manager

E-mail: bford@Ankenylowa.gov

Phone: (515) 963-3526

Fax: (515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ -

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



Remit To:
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309

Mark Mueller
City of Ankeny
220 West First Street
Ankeny, IA 50021

March 31, 2022
Project No: R3005.308.00
Invoice No: 50483

Project R3005.308.00 City of Ankeny - Fourmile Creek Stream Restoration (2022)

Professional Services through March 31, 2022

Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Schematic Design	83,609.30	8.95	7,483.03	0.00	7,483.03
Design Development	137,758.03	0.00	0.00	0.00	0.00
Construction Documents	74,553.92	0.00	0.00	0.00	0.00
Bidding/Negotiation	10,003.75	0.00	0.00	0.00	0.00
Contract Administration	0.00	0.00	0.00	0.00	0.00
Total Fee	305,925.00		7,483.03	0.00	7,483.03
			Total Fee		7,483.03
				Total this Invoice	\$7,483.03





ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #1 in the amount of \$18,221.02 to Short Elliott Hendrickson Inc., for engineering services on the N Ankeny Blvd Water Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: N Ankeny Blvd Water Main
Contractor: Short Elliott Hendrickson Inc.
Address: PO Box 64780, St. Paul, MN 55164-0780
Finance Budget Code: 614.3614.4210 **Finance Project #** 614.4210
Vendor Project or Invoice #: ANKMU 165976 **PO #**
Original Contract Date: February 7, 2022 **Vendor #** 011405

Date of Council Meeting: May 2, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: February 7, 2022 Through: March 31, 2022

Contract Summary

Original Contract Amount:	\$	19,700.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	19,700.00	
Total completed and stored to date:	\$	18,221.02	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	18,221.02	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$		18,221.02

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 18,221.02

Balance to finish, including retainage: \$ 1,478.98

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Short Elliott Hendrickson Inc.

Firm Name

Signature Date

City of Ankeny Staff Approval:

Signature Date

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

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



Invoice

Invoice Number: 422102

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

**BILL TO:**

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

REMIT PAYMENT TO:

Short Elliott Hendrickson, Inc.
PO Box 64780
Saint Paul, MN 55164-0780

Pay This Amount \$4,048.59

Due Date	08-APR-22
Invoice Date	09-MAR-22
Bill Through Date	26-FEB-22
Terms	30 NET
SEH Customer Acct #	86294
Customer Project #	
Agreement / PO #	165976

Project Manager	Katie Kinsey kkinsey@sehinc.com
Client Service Manager	Katie Kinsey kkinsey@sehinc.com
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

Project #	Project Name	Project Description
165976	ANKMU N Ankeny Blvd Water Main	N Ankeny Blvd Water Main - NE 41st St to Unity Pt

Notes:**CC:**

dclark@ankenyiowa.gov

Task: 1.0 - Preliminary Design**Direct**

Personnel	Hours	Amount
Licensed Land Surveyor	9.25	\$1,367.53
Senior Admin Assistant	1.50	\$152.80
Senior Land Surveyor	1.00	\$146.44
Staff Engineer	0.50	\$49.23
Survey Crew Chief	12.50	\$1,413.60
	24.75	\$3,129.60

Reimbursed - Expenses

Expenditure Type	Amount
Equip - Survey and GPS - Robot Tot Stat (Hr)	\$30.00
Mileage	\$116.00
Equip - Vehicles - Survey Vehicle (Hr)	\$42.75
Equip - Survey and GPS - GPS - Srv Grade (Hr)	\$255.00



Invoice

Invoice Number: 422102

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

Task: 1.0 - Preliminary Design

Reimbursed - Expenses

Expenditure Type	Amount
	\$443.75
Task: 1.0 Total: \$3,573.35	

Task: 2.0 - Final Design

Direct

Personnel	Hours	Amount
Project Engineer	3.75	\$475.24
	3.75	\$475.24
Task: 2.0 Total: \$475.24		

Invoice total \$4,048.59

Project Billing Summary

	<u>Current Amount</u> <u>Due</u>	Previously Invoiced	Cumulative
Totals	\$4,048.59	\$0.00	\$4,048.59



Invoice

Invoice Number: 423801

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

**BILL TO:**

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

REMIT PAYMENT TO:

Short Elliott Hendrickson, Inc.
PO Box 64780
Saint Paul, MN 55164-0780

Pay This Amount \$14,172.43

Due Date	13-MAY-22
Invoice Date	13-APR-22
Bill Through Date	31-MAR-22
Terms	30 NET
SEH Customer Acct #	86294
Customer Project #	
Agreement / PO #	165976
Project Manager	Katie Kinsey kkinsey@sehinc.com
Client Service Manager	Katie Kinsey kkinsey@sehinc.com
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

Project #	Project Name	Project Description
165976	ANKMU N Ankeny Blvd Water Main	N Ankeny Blvd Water Main - NE 41st St to Unity Pt

Notes:**CC:**

dclark@ankenyiowa.gov

Task: 1.0 - Preliminary Design**Direct**

Personnel	Hours	Amount
Licensed Land Surveyor	0.50	\$73.94
Staff Engineer	2.00	\$195.55
Senior Project Engineer	24.00	\$4,644.24
Project Engineer	18.00	\$2,281.10
Senior Admin Assistant	0.75	\$68.88
	45.25	\$7,263.71

Reimbursed - Expenses

Expenditure Type	Amount
Mileage	\$43.04
	\$43.04



Invoice

Invoice Number: 423801

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

Task: 1.0 - Preliminary Design

Task: 1.0 Total: \$7,306.75

Task: 2.0 - Final Design

Direct

Personnel	Hours	Amount	
Senior Project Engineer	8.50	\$1,621.05	
Project Engineer	26.00	\$3,294.93	
	<u>34.50</u>		\$4,915.98

Task: 2.0 Total: \$4,915.98

Task: 3.0 - Bidding Services

Direct

Personnel	Hours	Amount	
Licensed Land Surveyor	0.75	\$110.89	
Senior Project Engineer	2.00	\$381.43	
Project Engineer	11.50	\$1,457.38	
	<u>14.25</u>		\$1,949.70

Task: 3.0 Total: \$1,949.70

Invoice total \$14,172.43

Project Billing Summary

	<u>Current Amount</u> <u>Due</u>	Previously Invoiced	Cumulative
Totals	\$14,172.43	\$4,048.59	\$18,221.02



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$4,468.75 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

April 20, 2022

Mr. Nick Lenox, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: CHERRY GLEN PARK BALLFIELD DEVELOPMENT
PROGRESS REPORT NO. 2
S&A PROJECT NO. 122.0224.01

Dear Mr. Lenox:

Enclosed is the second invoice for the above referenced project, for work performed through April 15, 2022. Services performed during this period included preliminary design for the proposed improvements.

Should you have any questions on this update, please feel free to contact me. We will attend the May 2, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/crs

Enclosure



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 20, 2022

Nick Lenox
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 122.0224.01 - 2

Finance Code 933.2933.4210

Finance Project # 933.4210

Vendor 890

Email:

Project 122.0224.01 Cherry Glen Park Ballfield Development

Professional Services through April 15, 2022

Basic Services

Hourly Services

	Hours	Rate	Amount
Landscape Architect V	15.00	162.00	2,280.00
Engineer I	7.00	103.00	721.00
Landscape Architect I	14.25	103.00	1,467.75
Total Services	36.25		4,468.75
			4,468.75
		Phase Subtotal	\$4,468.75

Construction Services

Phase Subtotal 0.00

Billing Limits

	Current	Prior	To-Date
Total Billings	4,468.75	3,695.29	8,164.04
Limit			46,000.00
Remaining			37,835.96

Amount Due this Invoice \$4,468.75

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Clay Schneckloth

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Cherry Glen Park Ballfield Dev
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
933.2933.4210 Finance Project Code: 933.4210
122.0224.01 PO # 0
Original Contract Date: February 8, 2022 Vendor # 990

Date of Council Meeting 5/2/2022 PAYMENT REQUEST # 2
PAYMENT PERIOD: From: 03/31/22 through: 04/15/22

Contract Summary

Original Contract Amount: \$ 46,000.00
Net change by Change Orders: Amd #1
Contract Amount to Date: (line 1 + 2) \$ 46,000.00

Total completed and stored to date: \$ 8,164.04
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$ 8,164.04
Less previous applications for payment: \$ 3,695.29
SUBTOTAL \$ 4,468.75

CURRENT PAYMENT DUE \$ 4,468.75

Balance to finish, including retainage: \$ 37,835.96

Contract Time Remaining (If applicable) ##

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to: _____
Email: _____ Phone: _____ Fax: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/24/2022	\$ 3,695.29
2		
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TOTAL \$ 3,695.29

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TOTAL		\$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	February 8, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #16 in the amount of \$864.50 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #16

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Northlawn Area Utility Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 33 1/3% to each acct **Finance Project Code:** 33 1/3% to each acct
610.3610.4210; 650.3650.4210; 963.3963.4210 610.4210; 650.4210; 963.4210
Vendor Project or Invoice #: 119.0975.01 **PO #**
Original Contract Date: November 4th, 2019 **Vendor #** 990

Date of Council Meeting 5/2/2022 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: 03/21/22 through: 04/15/22

Contract Summary

Original Contract Amount:	\$	<u>97,600.00</u>	
Net change by Change Orders: Amd #1		<u></u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>97,600.00</u>	
Total completed and stored to date:	\$	<u>97,597.45</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>97,597.45</u>	
Less previous applications for payment:	\$	<u>96,732.95</u>	
SUBTOTAL	\$		<u>864.50</u>
OTHER CHARGES (Please attach an itemized list)	\$		<u>-</u>
CURRENT PAYMENT DUE	\$		<u>864.50</u>
Balance to finish, including retainage:	\$	<u>2.55</u>	

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email:

Phone:

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/21/2019	\$ 16,841.63
2	12/18/2019	\$ 1,131.30
3	1/22/2020	\$ 8,291.31
4	2/20/2020	\$ 22,568.50
5	3/25/2020	\$ 22,788.23
6	4/23/2020	\$ 11,851.02
7	5/21/2020	\$ 3,847.38
8	8/26/2020	\$ 1,371.88
9	12/21/2020	\$ 2,904.00
10	1/10/2021	\$ 604.00
11	3/23/2021	\$ 529.03
12	9/21/2021	\$ 664.55
13	10/20/2021	\$ 348.62
14	12/21/2021	\$ 1,736.00
15	2/24/2022	\$ 1,255.50
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TOTAL \$ 96,732.95

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Record of Change Orders

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TOTAL		\$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	November 4th, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



April 20, 2022

Mr. Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS
PROGRESS REPORT NO. 16
S&A PROJECT NO. 119.0975.01
FINAL PROGRESS REPORT

Dear Mr. Grgurich:

This is the sixteenth and final progress report for the above referenced project and covers work through April 15, 2022. Our work this past month includes ongoing coordination for the acquisition of the storm sewer easement for Parcels 10 and 81. We held our final meeting with the property owners on April 14, 2022, and hope to get these two properties completed from that meeting.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the May 2, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/jms

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 21, 2022

Becky Ford
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 119.0975.01 - 16

Finance Budget Code 610.3610.4210 / 650.3650.4210 /
963.3963.4210

Finance Project Code 610.4210 / 650.4210 / 963.4210

Vendor 990

Email

Project 119.0975.01 NW Northlawn Reconstruction Area

Professional Services through April 15, 2022

Prelim Services

	Hours	Rate	Amount
Principal Engineer	.25	214.00	53.50
Engineer VII	4.50	160.00	720.00
Right-of-Way Agent VI	.25	152.00	38.00
Technician VII	.50	106.00	53.00
Total Services	5.50		864.50
Total Services			864.50

Billing Limits	Current	Prior	To-Date
Total Billings	864.50	87,132.95	87,997.45
Limit			88,000.00
Remaining			2.55
Phase Subtotal			\$864.50

Additional Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	9,600.00	9,600.00
Limit			9,600.00
Phase Subtotal			0.00

Amount Due this Invoice \$864.50

	Total	Prior	Current
Billings to Date	97,597.45	96,732.95	864.50

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #24 in the amount of \$2,279.00 to Snyder & Associates, Inc., for engineering services on the SE Delaware Ave and SE 8th St Widening and Traffic Signalization project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #24

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Delaware Ave and SE 8th St Widening and Traffic Signalization
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 965.3965.4210 **Finance Project Code:** 965.4210
Vendor Project or Invoice #: 120.0399.01 **PO #**
Original Contract Date: April 6, 2020 **Vendor #** 990

Date of Council Meeting 5/2/2022 **PAYMENT REQUEST #** 24
PAYMENT PERIOD: From: 03/21/22 through: 04/15/22

Contract Summary

Original Contract Amount:	\$	139,600.00	
Net change by Change Orders: Amd #1	\$	63,800.00	
Contract Amount to Date: (line 1 ± 2)	\$	203,400.00	
Total completed and stored to date:	\$	184,297.32	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	184,297.32	
Less previous applications for payment:	\$	182,018.32	
SUBTOTAL	\$		2,279.00

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

CURRENT PAYMENT DUE \$ 2,279.00

Balance to finish, including retainage: \$ 19,102.68

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	5/21/2020	\$ 12,845.11
2	6/24/2020	\$ 11,479.98
3	7/23/2020	\$ 10,091.00
4	8/27/2020	\$ 7,228.50
5	9/24/2020	\$ 7,590.00
6	10/21/2020	\$ 1,872.00
7	11/19/2020	\$ 2,844.31
8	12/22/2020	\$ 11,493.25
9	1/21/2021	\$ 14,517.93
10	2/17/2021	\$ 8,908.75
11	3/24/2021	\$ 4,771.75
12	4/22/2021	\$ 5,075.28
13	5/26/2021	\$ 9,443.71
14	6/24/2021	\$ 11,060.44
15	7/22/2021	\$ 15,401.07
16	8/25/2021	\$ 16,197.61
17	9/21/2021	\$ 9,488.27
18	10/20/2021	\$ 2,642.89
19	11/23/2021	\$ 1,762.07
20	12/21/2021	\$ 2,266.00
21	1/25/2022	\$ 4,456.90
22	2/24/2022	\$ 6,470.00
23	3/23/2022	\$ 4,111.50
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TOTAL \$ 182,018.32

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1	3/1/2021	\$ 63,800.00
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TOTAL		\$ <u>63,800.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 6, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



April 20, 2022

Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: SE DELAWARE AVENUE AND SE 8TH STREET WIDENING AND TRAFFIC
SIGNALIZATION
PROGRESS REPORT NO. 24
S&A PROJECT NO. 120.0399.01

Dear Ms. Hart:

This is the twenty-fourth progress report for the above referenced project and covers work through April 15, 2022. Our work through this period includes bid phase services for the 2022 fiber optic upgrade project. Final plans and contract documents were forwarded to potential bidders on March 23, 2022, and quotes were received by April 7, 2022. Iowa Signal, Inc. submitted the low quotation. Once the contract has been approved, we will assist with scheduling a preconstruction meeting with Iowa Signal, Inc.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the May 2, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/jms

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.
Jordan Stoermer, P.E., Snyder & Associates, Inc.
Tony Boes, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 20, 2022

Leslie Hart
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.0399.01 - 24

Finance Budget Code 965.3965.4210
Finance Project Code 965.4210 Vendor 990

Email

Project 120.0399.01 SE Delaware Ave and SE 8th St Widening and Traffic Signalization

Professional Services through April 15, 2022

Basic Services

	Hours	Rate	Amount
Principal Engineer	4.00	220.00	880.00
Engineer IV	8.50	136.00	1,156.00
Administrative II	.50	68.00	34.00
Total Services	13.00		2,070.00
Total Services			2,070.00

Billing Limits	Current	Prior	To-Date
Total Billings	2,070.00	104,166.84	106,236.84
Limit			108,700.00
Remaining			2,463.16

Phase Subtotal \$2,070.00

Billings to Date	Total	Prior	Current
	106,236.84	104,166.84	2,070.00

Additional Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	5,175.52	5,175.52
Limit			13,100.00
Remaining			7,924.48

Phase Subtotal 0.00

Billings to Date	Total	Prior	Current
	5,175.52	5,175.52	0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer	1.00	209.00	209.00
Total Services	1.00		209.00
Total Services			209.00

Billing Limits	Current	Prior	To-Date
Total Billings	209.00	72,675.96	72,884.96
Limit			81,600.00
Remaining			8,715.04

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.0399.01	Ank-SEDelawareAveandSE8thStWideningTraff			Invoice	24
Phase Subtotal					\$209.00	
Billings to Date	Total	Prior	Current			
	72,884.96	72,675.96	209.00			
Amount Due this Invoice					<u>\$2,279.00</u>	
Billings to Date	Total	Prior	Current			
	184,297.32	182,018.32	2,279.00			

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #21 in the amount of \$13,365.11 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #21

city of
Ankeny
Bringing it all together

Date Printed: 4/21/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/26/2020	\$ 9,986.63
2	4/23/2020	\$ 9,165.66
3	5/21/2020	\$ 12,496.11
4	6/25/2020	\$ 9,343.00
5	7/21/2020	\$ 35,972.88
6	8/26/2020	\$ 29,571.50
7	9/24/2020	\$ 23,112.50
8	11/20/2020	\$ 34,894.95
9	12/22/2020	\$ 21,011.25
10	1/21/2021	\$ 32,818.25
11	2/17/2021	\$ 69,642.05
12	7/23/2021	\$ 8,505.22
13	8/25/2021	\$ 12,499.45
14	9/21/2021	\$ 15,589.13
15	10/20/2021	\$ 18,875.84
16	11/23/2021	\$ 18,234.59
17	12/22/2021	\$ 26,047.76
18	1/25/2022	\$ 22,485.13
19	2/24/2022	\$ 13,664.68
20	3/24/2022	\$ 10,160.87
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TOTAL \$ 434,077.45

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Record of Change Orders

#	Date	Amount
1	11/16/2020	\$ 133,120.00
2	7/19/2021	\$ 245,400.00
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TOTAL		\$ <u>378,520.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 20, 2022

Jim Haberichter P.E.
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.0274.01 - 21

Finance Budget Code 938.2938.4210
Finance Project Code 938.4210 Vendor 990

Email

Project 120.0274.01 High Trestle Trail Ext Magazine Rd to Oralabor Rd

Professional Services through April 15, 2022

Orig Contract \$154,900
Amendment 1 \$133,120
Amendment 2 \$245,400

Prelim Services

	Total	Prior	Current	Phase Subtotal
Billings to Date	22,375.58	22,375.58	0.00	0.00

Basic Services

	Total	Prior	Current	Phase Subtotal
Billings to Date	238,360.32	238,360.32	0.00	0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer	1.00	220.00	220.00
Sr. Engineer II	5.50	190.00	1,045.00
Sr. Engineer	16.25	190.00	3,087.50
Engineer IV	26.00	136.00	3,536.00
Engineer III	3.25	124.00	403.00
Lead Technician	1.50	133.00	199.50
Technician VII	34.00	109.00	3,706.00
Technician IV	4.50	80.00	360.00
Total Services	92.00		12,557.00
Total Services			12,557.00

Construction Materials Testing (CMT)

3/25/2022	Construction Materials Testing	Cylinder Breaks	220.00
4/14/2022	Construction Materials Testing	Aggregate Gradation	350.00
	Total Consultants		570.00

Fleet Mileage

238.11

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.0274.01	Ank-HighTrestleTrlExtMagazineRdtoOralabo			Invoice	21
Phase Subtotal					\$13,365.11	
Billings to Date	Total	Prior	Current			
	149,718.56	136,353.45	13,365.11			
Outside SubConsultant Services						
Phase Subtotal					0.00	
Billings to Date	Total	Prior	Current			
	30,820.00	30,820.00	0.00			
Billing Limits		Current	Prior	To-Date		
Total Billings		13,365.11	434,077.45	447,442.56		
Limit				533,420.00		
Remaining				85,977.44		
Amount Due this Invoice					<u>\$13,365.11</u>	
Billings to Date	Total	Prior	Current			
	447,442.56	434,077.45	13,365.11			

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke



April 20, 2022

Mr. Jim Haberichter, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL EXTENSION - SE MAGAZINE ROAD to SE ORALABOR
ROAD
PROGRESS REPORT NO. 21
S&A PROJECT NO. 120.0274.01

Dear Mr. Haberichter:

This is the twenty-first progress report for the above referenced project and covers work through April 15, 2022. Work through this period includes structural shop drawing review, construction staking, onsite construction meetings, construction observation, structural column and beam construction observation, preparation of pay application, project management, and outside material testing tasks. Work anticipated in the next month includes continued construction administration, observation, staking, and related construction services tasks.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the May 2, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Andy Burke, P.E., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #14 in the amount of \$12,803.50 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #14

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: HTT Transmission Main and Drainage Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 629.3629.4210 **Finance Project Code:** 629.4210
Finance Budget Code: 688.3688.4210 **Finance Project Code:** 688.4210
Vendor Project or Invoice #: 120.1113.01 **PO #**
Original Contract Date: January 4, 2021 **Vendor #** 990

Date of Council Meeting 5/2/2022 **PAYMENT REQUEST #** 14
PAYMENT PERIOD: From: 03/21/22 through: 04/15/22

Contract Summary

Original Contract Amount:	\$	103,800.00	
Net change by Change Orders: Amd #1/2	\$	343,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	447,400.00	
Total completed and stored to date:	\$	212,341.71	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	212,341.71	
Less previous applications for payment:	\$	199,538.21	
SUBTOTAL	\$	12,803.50	

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

CURRENT PAYMENT DUE \$ 12,803.50

Balance to finish, including retainage: \$ 235,058.29

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature 4/21/22 Date

City of Ankeny Staff Approval

Donald Clark Signature 4/21/22 Date

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/23/2021	\$ 47,394.98
2	4/22/2021	\$ 14,665.92
3	5/26/2021	\$ 16,258.50
4	6/24/2021	\$ 4,639.50
5	7/22/2021	\$ 6,659.86
6	8/25/2021	\$ 1,525.50
7	9/22/2021	\$ 3,837.50
8	10/21/2021	\$ 15,215.25
9	11/23/2021	\$ 24,875.92
10	12/21/2021	\$ 15,796.50
11	1/26/2022	\$ 16,200.50
12	2/24/2022	\$ 14,679.78
13	3/24/2022	\$ 17,788.50
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TOTAL \$ 199,538.21

#	Date	Amount
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Record of Change Orders

#	Date	Amount
1	9/7/2021	\$ 158,200.00
2	12/6/2021	\$ 185,400.00
3		
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TOTAL		\$ <u>343,600.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	January 4, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 20, 2022

Don Clark
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.1113.01 - 14

Finance Budget Code 629.3629.4210/688.3688.4210
Project Code 629.4210/688.4210
50/50/Split
Vendor #990

Email

Project 120.1113.01 Ankeny HTT Water Main & Drainage Improvements

Professional Services through April 15, 2022

Prelim Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	95,150.76	95,150.76
Limit			103,800.00
Remaining			8,649.24
Phase Subtotal			0.00

	Total	Prior	Current
Billings to Date	95,150.76	95,150.76	0.00

Design Services Amendment 1

Hourly Services

	Hours	Rate	Amount
Principal Engineer	.50	220.00	110.00
Sr. Engineer	1.50	190.00	285.00
Total Services	2.00		395.00
			395.00

Billing Limits	Current	Prior	To-Date
Total Billings	395.00	51,393.45	51,788.45
Limit			158,200.00
Remaining			106,411.55
Phase Subtotal			\$395.00

	Total	Prior	Current
Billings to Date	51,788.45	51,393.45	395.00

Design Services Amendment 2 (Division 1)

Hourly Services

	Hours	Rate	Amount
Sr. Engineer	12.00	190.00	2,280.00
Land Surveyor VIII	2.50	174.00	435.00
Engineer VIII	16.00	174.00	2,784.00
Engineer V	14.75	146.00	2,153.50
Engineer II	2.00	112.00	224.00
Technician VIII	3.25	118.00	383.50

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM

Project	120.1113.01	Ank-HTTWaterMain&DrainageImprovements			Invoice	14
Technician VII		8.00	109.00		872.00	
Administrative I		.50	56.00		28.00	
Total Services		59.00			9,160.00	
						9,160.00
Billing Limits		Current	Prior	To-Date		
Total Billings		9,160.00	35,450.50	44,610.50		
Limit				164,600.00		
Remaining				119,989.50		
				Phase Subtotal		\$9,160.00
Billings to Date	Total	Prior	Current			
	44,610.50	35,450.50	9,160.00			
Design Services Amendment 2 (Division 2)						
Hourly Services						
		Hours	Rate	Amount		
Engineer V		22.25	146.00	3,248.50		
Total Services		22.25		3,248.50		
						3,248.50
Billing Limits		Current	Prior	To-Date		
Total Billings		3,248.50	17,543.50	20,792.00		
Limit				20,800.00		
Remaining				8.00		
				Phase Subtotal		\$3,248.50
Billings to Date	Total	Prior	Current			
	20,792.00	17,543.50	3,248.50			
				Amount Due this Invoice		<u>\$12,803.50</u>
Billings to Date	Total	Prior	Current			
	212,341.71	199,538.21	12,803.50			

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



April 21, 2022

Mr. Don Clark
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 14
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the fourteenth progress report for the above referenced project and covers work through April 15, 2022. Work performed during this period includes tasks associated with the final design of the transmission main, drainage channel improvements, SRF financing and permitting approval process, DNR floodplains permitting, and right-of-way acquisition. This invoice of \$12,803.50 represents a completion of about 34% of the \$343,600 Design Services Amendments 1 & 2 to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the May 2, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/wcf

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #17 in the amount of \$4,239.45 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #17

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th St Widening - NW Ash Dr to N Ankeny Blvd
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 992.3992.4210 **Finance Project Code:** 992.4210
Vendor Project or Invoice #: 120.1005.01 **PO #**
Original Contract Date: November 2, 2020 **Vendor #** 990

Date of Council Meeting 5/2/2022 **PAYMENT REQUEST #** 17
PAYMENT PERIOD: From: 03/21/22 through: 04/15/22

Contract Summary

Original Contract Amount:	\$	50,300.00	
Net change by Change Orders: Amd #1/2	\$	566,650.00	
Contract Amount to Date: (line 1 ± 2)	\$		616,950.00
Total completed and stored to date:	\$	376,692.46	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		376,692.46
Less previous applications for payment:	\$		372,453.01
SUBTOTAL			\$ 4,239.45

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

CURRENT PAYMENT DUE \$ 4,239.45

Balance to finish, including retainage: \$ 240,257.54

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email:

Phone:

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/20/2020	\$ 11,507.38
2	12/21/2020	\$ 4,701.25
3	1/20/2021	\$ 17,124.23
4	2/17/2021	\$16,171.20
5	4/21/2021	\$ 31,766.00
6	5/26/2021	\$ 41,264.80
7	6/23/2021	\$ 20,555.50
8	7/22/2021	\$ 12,449.65
9	8/25/2021	\$ 28,090.85
10	9/21/2021	\$ 36,166.25
11	10/20/2021	\$ 40,335.75
12	11/23/2021	\$ 44,528.63
13	12/21/2021	\$ 35,693.78
14	1/25/2022	\$ 9,273.07
15	2/24/2022	\$ 14,364.98
16	3/23/2022	\$ 8,459.69
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TOTAL \$ 372,453.01

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Record of Change Orders

#	Date	Amount
1	4/5/2021	\$ 318,650.00
2	2/7/2022	\$ 248,000.00
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TOTAL		\$ <u>566,650.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	November 2, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



April 20, 2022

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

RE: NW 36TH ST WIDENING - NW ASH DRIVE TO N ANKENY BLVD
PROGRESS REPORT NO. 17
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

This is the seventeenth progress report for the above referenced project and covers work through April 15, 2022. Our work through this period includes coordination with City staff, franchise utility coordination, shop drawing reviews, and coordination with the Contractor.

Construction officially started on April 18, 2022. We are now performing our Construction Services tasks that consist of construction administration, construction observation, and construction staking.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the May 2, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 20, 2022

Adam Lust
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.1005.01 - 17

Finance Code 992.3992.4210

Finance Project # 992.4210

Vendor # 990

Email

Project 120.1005.01 NW 36th St Widening - NW Ash Drive to N Ankeny Blvd

Professional Services through April 15, 2022

Basic Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	309,199.66	309,199.66
Limit			309,200.00
Remaining			.34
Phase Subtotal			0.00
	Total	Prior	Current
Billings to Date	309,199.66	309,199.66	0.00

Additional Services

	Hours	Rate	Amount
Principal Engineer	.50	220.00	110.00
Principal Engineer	.75	209.00	156.75
Right-of-Way Agent VIII	.25	174.00	43.50
Engineer VII	4.00	165.00	660.00
Engineer IV	3.00	136.00	408.00
Engineer III	6.00	124.00	744.00
Total Services	14.50		2,122.25
Total Services			2,122.25
Billing Limits	Current	Prior	To-Date
Total Billings	2,122.25	55,815.41	57,937.66
Limit			62,250.00
Remaining			4,312.34
Phase Subtotal			\$2,122.25
	Total	Prior	Current
Billings to Date	57,937.66	55,815.41	2,122.25

Construction Services

	Hours	Rate	Amount
Project Manager VI	3.50	157.00	549.50

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd | Ankeny, IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.1005.01	Ank-NW36thStWideningNWAshDrtoNAnkBlvd		Invoice	17
Engineer IV		3.00	136.00	408.00	
Technician VII		4.00	109.00	436.00	
Technician VI		4.00	98.00	392.00	
Technician IV		4.00	80.00	320.00	
Total Services		18.50		2,105.50	
Total Services					2,105.50
Fleet Mileage					11.70
Billing Limits		Current	Prior	To-Date	
Total Billings		2,117.20	7,437.94	9,555.14	
Limit				245,500.00	
Remaining				235,944.86	
			Phase Subtotal		\$2,117.20
Billings to Date	Total	Prior	Current		
	9,555.14	7,437.94	2,117.20		
				Amount Due this Invoice	\$4,239.45
Billings to Date	Total	Prior	Current		
	376,692.46	372,453.01	4,239.45		

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #14 in the amount of \$1,676.00 to Snyder & Associates, Inc., for engineering services on the 2021 Pavement Management Study and Master Plan project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #14

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2021 Pavement Management Study and Master Plan
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 260.3261.4210 **Finance Project Code:** 261.4210
Vendor Project or Invoice #: 120.0688.01 **PO #**
Original Contract Date: August 17, 2020 **Vendor #** 990

Date of Council Meeting 5/2/2022 **PAYMENT REQUEST #** 14
PAYMENT PERIOD: From: 09/17/21 through: 04/15/22

Contract Summary

Original Contract Amount:	\$	97,790.00
Net change by Change Orders: Amd #1		
Contract Amount to Date: (line 1 ± 2)	\$	97,790.00
Total completed and stored to date:	\$	94,185.25
Retainage: 0 % of Completed Work:	\$	-
Total Earned less Retainage:	\$	94,185.25
Less previous applications for payment:	\$	92,509.25
SUBTOTAL	\$	1,676.00

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

CURRENT PAYMENT DUE \$ 1,676.00

Balance to finish, including retainage: \$ 3,604.75

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	9/24/2020	\$ 12,004.00
2	10/21/2020	\$ 13,561.00
3	11/20/2020	\$ 9,393.25
4	12/22/2020	\$ 7,991.00
5	1/21/2021	\$ 9,055.50
6	2/17/2021	\$ 2,399.00
7	3/23/2021	\$ 1,405.50
8	4/21/2021	\$ 1,532.00
9	5/26/2021	\$ 4,552.50
10	6/23/2021	\$ 5,030.50
11	7/22/2021	\$ 14,631.00
12	8/25/2021	\$ 8,014.50
13	9/21/2021	\$ 2,939.50
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TOTAL \$ 92,509.25

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Record of Change Orders

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TOTAL		\$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	August 17, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



April 20, 2022

Mr. Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023-1751

RE: PAVEMENT MANAGEMENT STUDY & MASTER PLAN
PROGRESS REPORT NO. 14
S&A PROJECT NO. 120.0688.01

Dear Mr. Lust:

Enclosed is the fourteenth invoice for the above referenced project and covers work through April 15, 2022. Services include review and respond to City comments on draft report, re-run PAVER modeling scenarios with updated budget and report updates.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the May 2, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Mark A. Land', is written over the printed name.

Mark A. Land, P.E., CFM
Vice President

MAL/jpg

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 20, 2022

Adam Lust
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.0688.01 - 14

Finance Budget Code 260.3261.4210

Finance Project Code 261.4210

Vendor # 990

Email

Project 120.0688.01 Pavement Mgmt Study & Master Plan

Professional Services through April 15, 2022

Services include review and respond to City comments on draft report, re-run PAVER modeling scenarios with updated budget and report updates.

Basic Services

Hourly Services

	Hours	Rate	Amount	
Sr. Engineer	2.50	182.00	455.00	
Engineer IV	4.50	132.00	594.00	
Administrative II	9.50	66.00	627.00	
Total Services	16.50		1,676.00	1,676.00
			Phase Subtotal	\$1,676.00

	Total	Prior	Current	
Billings to Date	94,185.25	92,509.25	1,676.00	
Billing Limits		Current	Prior	To-Date
Total Billings		1,676.00	92,509.25	94,185.25
Limit				97,790.00
Remaining				3,604.75

Amount Due this Invoice \$1,676.00

	Total	Prior	Current
Billings to Date	94,185.25	92,509.25	1,676.00

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jerod Gross

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd. | Ankeny, IA 50023

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015

SNYDER ASSOCIATES, INC.



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #13 in the amount of \$2,386.25 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th St and NW State St Interim Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 935.3935.4210 **Finance Project Code:** 935.4210
Vendor Project or Invoice #: 121.0352.01 **PO #**
Original Contract Date: April 5, 2021 **Vendor #** 990

Date of Council Meeting 5/2/2022 **PAYMENT REQUEST #** 13
PAYMENT PERIOD: From: 03/21/22 through: 04/15/22

Contract Summary

Original Contract Amount:	\$	74,900.00	
Net change by Change Orders: Amd #1	\$	94,150.00	
Contract Amount to Date: (line 1 ± 2)	\$	169,050.00	
Total completed and stored to date:	\$	110,375.69	
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:	\$	110,375.69	
Less previous applications for payment:	\$	107,989.44	
SUBTOTAL	\$		2,386.25

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

CURRENT PAYMENT DUE \$ 2,386.25

Balance to finish, including retainage: \$ 58,674.31

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/22/2021	\$ 4,968.00
2	5/27/2021	\$ 13,451.93
3	6/24/2021	\$ 18,339.50
4	7/22/2021	\$5,075.79
5	8/25/2021	\$ 8,313.95
6	9/21/2021	\$ 12,353.50
7	10/20/2021	\$ 11,016.00
8	11/23/2021	\$ 7,971.75
9	12/21/2021	\$ 6,841.35
10	1/25/2022	\$ 11,774.55
11	2/24/2022	\$ 4,773.62
12	3/23/2022	\$ 3,109.50
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TOTAL \$ 107,989.44

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Record of Change Orders

#	Date	Amount
1	10/4/2021	\$ 30,050.00
2	3/21/2022	\$ 64,100.00
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TOTAL		\$ <u>94,150.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 5, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



April 20, 2022

Ms. Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS
PROGRESS REPORT NO. 13
S&A PROJECT NO. 121.0352.01

Dear Ms. Hart:

This is the thirteenth progress report for the above referenced project and covers work through April 15, 2022. Work in this period includes right-of-way acquisition services and bid letting services. Invoice includes right-of-way services, preliminary construction services including shop drawing review, additional lighting level analyses, and utility coordination.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the May 2, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.
Laura Lamberty, P.E., Snyder & Associates, Inc.



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INVOICE FOR PROFESSIONAL SERVICES

April 20, 2022

Leslie Hart
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 121.0352.01 - 13

Finance Budget Code 935.3935.4210
Finance Project Code: 935.4210
Vendor: 990

Email

Project 121.0352.01 NW 36th St and NW State St Interim Improvements

Professional Services through April 15, 2022

Basic Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	98,099.07	98,099.07
Limit			98,100.00
Remaining			.93
Phase Subtotal			0.00

Additional Services

	Hours	Rate	Amount
Land Surveyor VIII	.75	174.00	130.50
Right-of-Way Agent VIII	2.00	174.00	348.00
Total Services	2.75		478.50
Total Services			478.50
Billing Limits	Current	Prior	To-Date
Total Billings	478.50	8,067.87	8,546.37
Limit			8,550.00
Remaining			3.63
Phase Subtotal			\$478.50

Construction Services

	Hours	Rate	Amount
Principal Engineer	1.00	220.00	220.00
Principal Engineer	1.75	209.00	365.75
Engineer V	3.00	146.00	438.00
Engineer IV	6.50	136.00	884.00
Total Services	12.25		1,907.75
Total Services			1,907.75
Billing Limits	Current	Prior	To-Date
Total Billings	1,907.75	1,822.50	3,730.25
Limit			62,400.00
Remaining			58,669.75
Phase Subtotal			\$1,907.75

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	121.0352.01	Ank-NW36thStandNWStateStInterimImprov	Invoice	13
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Amount Due this Invoice \$2,386.25

	Total	Prior	Current
Billings to Date	110,375.69	107,989.44	2,386.25

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of \$49,219.11 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #9

city of
Ankeny
Leaving it all together.

Date Printed: 4/21/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	\$ 30,784.32
2	9/21/2021	\$ 3,859.36
3	10/20/2021	\$ 13,195.08
4	11/23/2021	\$59,301.65
5	12/21/2021	\$ 30,772.95
6	1/25/2022	\$ 34,225.25
7	2/24/2022	\$ 15,226.25
8	3/23/2022	\$ 39,734.44
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TOTAL \$ 227,099.30

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Record of Change Orders

#	Date	Amount
1	4/18/2022	\$ 605,490.00
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TOTAL		\$ <u>605,490.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	August 16, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



April 20, 2022

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

RE: NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET
PROGRESS REPORT NO. 9
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the ninth progress report for the above referenced project and covers work through April 15, 2022. Our work through this period includes coordinating with City staff, beginning utility coordination with franchise utilities within the corridor, preliminary design and plans, right-of-way plats and temporary construction easement exhibits, environment services, and hydraulic design and permitting.

Conceptual plans were submitted to the City on March 10, 2022. We have begun preliminary design and are preparing the right-of-way acquisition documents. Preliminary plans are due to the City on May 17, 2022.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the May 2, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



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INVOICE FOR PROFESSIONAL SERVICES

April 20, 2022

Adam Lust
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 121.0695.01 - 9

Finance Budget Code 979.3979.4210

Finance Project Code 979.4210

Vendor 990

Email

Project 121.0695.01 NE Delaware Ave Recon - NE 5th St to NE 18th St

Professional Services through April 15, 2022

Basic Services

	Hours	Rate	Amount
Principal Engineer	.50	220.00	110.00
Principal Engineer	14.25	209.00	2,978.25
Land Surveyor VIII	1.00	174.00	174.00
Engineer VII	69.50	165.00	11,467.50
Engineer V	75.00	146.00	10,950.00
Engineer IV	40.00	136.00	5,440.00
Engineer III	.25	124.00	31.00
Engineer I	4.00	99.00	396.00
Technician V	54.00	88.00	4,752.00
Technician IV	7.25	80.00	580.00
Administrative II	.50	68.00	34.00
Administrative I	.25	56.00	14.00
Total Services	266.50		36,926.75
Total Services			36,926.75

Fleet Mileage

7.61

Billing Limits

	Current	Prior	To-Date
Total Billings	36,934.36	206,498.51	243,432.87
Limit			733,290.00
Remaining			489,857.13

Phase Subtotal \$36,934.36

Additional Services

	Hours	Rate	Amount
Principal Environmental Scientist	10.50	209.00	2,194.50
Land Surveyor VIII	7.00	174.00	1,218.00
Engineer VII	14.00	165.00	2,310.00
Technician VII	39.25	109.00	4,278.25

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd | Ankeny, IA 50023

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015

SNYDER ASSOCIATES.COM

Project	121.0695.01	Ank-NE Delaware Ave Recon NE 5th St to NE 18th St			Invoice	9
Administrative II		.50	68.00		34.00	
Total Services		71.25			10,034.75	
Total Services						10,034.75
Iowa Title Company-						
4/14/2022	Iowa Title Company-	Report of Title			450.00	
4/14/2022	Iowa Title Company-	Report of Title			450.00	
4/14/2022	Iowa Title Company-	Report of Title			450.00	
4/14/2022	Iowa Title Company-	Report of Title			450.00	
4/14/2022	Iowa Title Company-	Report of Title			450.00	
Total Consultants						2,250.00
Billing Limits		Current	Prior	To-Date		
Total Billings		12,284.75	20,600.79	32,885.54		
Limit				122,200.00		
Remaining				89,314.46		
				Phase Subtotal		\$12,284.75
				Amount Due this Invoice		<u>\$49,219.11</u>
Billings to Date	Total	Prior	Current			
	276,318.41	227,099.30	49,219.11			

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #17 in the amount of \$2,295.50 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #17

city of
Ankeny
Bringing it all together

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/25/2020	1178.50
2	4/22/2020	\$ 9,430.16
3	5/21/2020	\$ 11,583.63
4	6/24/2020	\$ 8,959.75
5	7/23/2020	\$ 8,516.65
6	8/27/2020	\$ 11,199.75
7	9/24/2020	\$ 25,453.50
8	10/20/2020	\$ 3,516.20
9	11/19/2020	\$ 3,959.50
10	1/21/2021	\$ 1,686.50
11	10/20/2021	\$ 6,718.00
12	11/23/2021	\$ 1,600.25
13	12/21/2021	\$ 4,001.00
14	1/25/2022	\$ 8,141.50
15	2/24/2022	\$ 4,194.00
16	3/23/2022	\$ 1,564.00
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TOTAL \$ 111,702.89

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Record of Change Orders

#	Date	Amount
1	3/21/2022	\$ 19,900.00
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TOTAL		\$ <u>19,900.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



April 20, 2022

Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: N. ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS
PROGRESS REPORT NO. 17
S&A PROJECT NO. 120.0315.01

Dear Ms. Hart:

This is the seventeenth progress report for the above referenced project and covers work through April 15, 2022. The bid letting was held on March 1, 2022, and Communication Data Link was awarded the construction contract. Our time during this period includes preparing for the preconstruction meeting held on April 18, 2022; and reviewing submittals.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the May 2, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.
Jordan Stoermer, P.E., Snyder & Associates, Inc.
Tony Boes, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 20, 2022

Leslie Hart
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.0315.01 - 17

Finance Budget Code 913.3913.4210
Finance Project Code 913.4210 Vendor 990

Email

Project 120.0315.01 N. Ankeny Blvd. Landscape Improvements

Professional Services through April 15, 2022

Basic Services

	Hours	Rate	Amount	
Principal Engineer	1.50	197.00	295.50	
Engineer IV	1.00	128.00	128.00	
Total Services	2.50		423.50	
Total Services				423.50

Plan Distribution			240.00	
Total Expenses				240.00

Billing Limits	Current	Prior	To-Date	
Total Billings	663.50	111,702.89	112,366.39	
Limit			176,400.00	
Remaining			64,033.61	
Phase Subtotal				\$663.50

Billings to Date	Total	Prior	Current
	112,366.39	111,702.89	663.50

Construction Services

	Hours	Rate	Amount	
Engineer IV	12.00	136.00	1,632.00	
Total Services	12.00		1,632.00	
Total Services				1,632.00

Billings to Date	Total	Prior	Current
	1,632.00	0.00	1,632.00

Billing Limits	Current	Prior	To-Date	
Total Billings	1,632.00	0.00	1,632.00	
Limit			16,900.00	
Remaining			15,268.00	
Phase Subtotal				\$1,632.00

Amount Due this Invoice \$2,295.50

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.0315.01	Ank-NAnkBlvdLndscplmpr			Invoice	17
		Total	Prior	Current		
Billings to Date		113,998.39	111,702.89	2,295.50		

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #28 in the amount of \$5,999.29 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #28

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Crosswinds Drive - RISE
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 983.3983.4210 **Finance Project Code:** 983.4210
Vendor Project or Invoice #: 119.0290.01 **PO #**
Original Contract Date: April 1, 2019 **Vendor #** 990

Date of Council Meeting 5/2/2022 **PAYMENT REQUEST #** 28
PAYMENT PERIOD: From: 03/21/22 through: 04/15/22

Contract Summary

Original Contract Amount:	\$	162,300.00	
Net change by Change Orders: Amd #1&2	\$	592,650.00	
Contract Amount to Date: (line 1 ± 2)	\$		754,950.00
Total completed and stored to date:	\$	547,393.47	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		547,393.47
Less previous applications for payment:	\$		541,394.18
SUBTOTAL			\$ 5,999.29

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

CURRENT PAYMENT DUE \$ **5,999.29**

Balance to finish, including retainage: \$ 207,556.53

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/25/2019	\$ 52,442.90
2	5/23/2019	\$ 59,143.97
3	6/20/2019	\$ 45,285.34
4	7/25/2019	\$ 4,208.21
5	9/25/2019	\$ 13,086.32
6	10/24/2019	\$ 5,664.23
7	11/21/2019	\$ 11,683.03
8	12/18/2019	\$ 8,381.96
9	1/22/2020	\$ 2,943.09
10	2/20/2020	\$ 5,768.16
11	4/21/2020	\$ 6,321.21
12	5/20/2020	\$ 7,460.59
13	6/24/2020	\$ 21,416.94
14	7/22/2020	\$ 16,201.92
15	8/27/2020	\$ 55,676.87
16	9/23/2020	\$ 27,080.35
17	10/20/2020	\$ 13,634.53
18	11/19/2020	\$ 6,931.80
19	12/22/2000	\$ 6,843.64
20	1/20/2021	\$ 5,145.59
21	2/17/2021	\$ 14,252.32
22	3/24/2021	\$ 58,916.57
23	4/22/2021	\$ 16,490.32
24	5/26/2021	\$ 25,282.78
25	6/24/2021	\$ 10,757.50
26	10/20/2021	\$ 2,838.12
27	3/23/2022	\$ 37,535.92
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TOTAL \$ 541,394.18

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Record of Change Orders

#	Date	Amount
1	9/16/2019	\$ 187,950.00
2	7/20/2020	\$ 176,050.00
3	3/7/2022	\$ 228,650.00
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20		
TOTAL		\$ <u>592,650.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 1, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 20, 2022

Don Clark
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 119.0290.01 - 28

Finance Code= 983.3983.4210
Finance Project # = 983.4210 Vendor # = 990

Email

Project 119.0290.01 SE Crosswinds Drive-RISE

Professional Services through April 15, 2022

Basic Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	156,063.04	156,063.04
Limit			156,100.00
Remaining			36.96

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	156,063.04	156,063.04	0.00

Additional Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	12,342.83	12,342.83
Limit			12,350.00
Remaining			7.17

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	12,342.83	12,342.83	0.00

Construction Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	159,736.30	159,736.30
Limit			181,800.00
Remaining			22,063.70

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	159,736.30	159,736.30	0.00

P&S

	Total	Prior	Current
Billings to Date	35.60	35.60	0.00

Phase Subtotal 0.00

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	119.0290.01	Ank-SECrosswindsDr-RISE	Invoice	28
Phase 2 Basic Services				
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	196,240.97	196,240.97
Limit				196,250.00
Remaining				9.03
			Phase Subtotal	0.00
Billings to Date	Total	Prior	Current	
	196,240.97	196,240.97	0.00	
Phase 2 Addtl Services				
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	9,655.26	9,655.26
Limit				11,250.00
Remaining				1,594.74
			Phase Subtotal	0.00
Billings to Date	Total	Prior	Current	
	9,655.26	9,655.26	0.00	
Phase 2 Construction Services				
		Hours	Rate	Amount
Principal Engineer		3.50	209.00	731.50
Project Manager VI		.50	157.00	78.50
Engineer V		9.00	146.00	1,314.00
Engineer I		6.00	99.00	594.00
Lead Technician		2.50	133.00	332.50
Technician VII		16.00	109.00	1,744.00
Technician VI		6.00	98.00	588.00
Technician IV		7.00	80.00	560.00
Administrative II		.25	68.00	17.00
Total Services		50.75		5,959.50
Total Services				5,959.50
Fleet Mileage				39.79
Billing Limits		Current	Prior	To-Date
Total Billings		5,999.29	7,320.18	13,319.47
Limit				197,200.00
Remaining				183,880.53
			Phase Subtotal	\$5,999.29
Billings to Date	Total	Prior	Current	
	13,319.47	7,320.18	5,999.29	
Amount Due this Invoice				<u>\$5,999.29</u>
Billings to Date	Total	Prior	Current	
	547,393.47	541,394.18	5,999.29	

Project	119.0290.01	Ank-SECrosswindsDr-RISE	Invoice	28
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Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Laura Lamberty



April 20, 2022

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

RE: SE CROSSWINDS DRIVE - RISE
PROGRESS REPORT NO. 28
S&A PROJECT NO. 119.0290.01

Dear Mr. Clark:

This is the twenty-eighth progress report for the above referenced project and covers work through April 15, 2022. Work invoiced through this period includes construction administration and staking. Construction has commenced on the project.

The project construction engineering services costs included on this invoice of \$5,999.29, are 80% eligible /20% ineligible for RISE reimbursement at a rate of 50%. A total of \$2,399.71 would be funded through the RISE Grant.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the May 2, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$88,532.40 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #10

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 2, 2022 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: December 23, 2021 Through: April 16, 2022

Contract Summary

Original Contract Amount:	\$	4,526,677.00	
Net change by Change Orders:	\$	(58,964.25)	
Contract Amount to Date: (line 1 ± 2)	\$	4,467,712.75	
Total completed and stored to date:	\$	3,237,821.00	
Retainage: 5 % of Completed Work:	\$	161,891.05	
Total Earned less Retainage:	\$	3,075,929.95	
Less previous applications for payment:	\$	2,987,397.55	
SUBTOTAL	\$	88,532.40	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 88,532.40

Balance to finish, including retainage: \$ 1,391,782.80

Contract Time Remaining (If applicable) 7 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
Signature: [Signature] Firm Name: Sternquist Construction Date: 4-20-22

Engineer / Consultant Approval: Civil Design Advantage
Signature: [Signature] Firm Name: Civil Design Advantage Date: 4/20/2022

City of Ankeny Staff Approval:
Signature: [Signature] Date: 4/20/2022

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL QUANTITY	QUANTITY CHANGE (BY ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
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	\$ 500.00	\$ 14,000.00		\$ -		0.00	\$ -	28.00	0.00%
2.03	TOPSOIL, ON-SITE	CY	11,500.00		11,500.00	\$ 5.00	\$ 57,500.00	3,250.00	\$ 16,250.00	5750.00	9,000.00	\$ 45,000.00	2,500.00	78.26%
2.04	EXCAVATION, CLASS 19 (ON-SITE)	CY	11,900.00		11,800.00	\$ 2.50	\$ 29,500.00	590.00	\$ 1,475.00	10620.00	11,210.00	\$ 28,025.00	590.00	95.00%
2.05	BELOW GRADE EXCAVATION (CORE DIRT)	CY	100.00		100.00	\$ 10.00	\$ 1,000.00		\$ -	26.00	26.00	\$ 260.00	74.00	26.00%
2.06	SUBGRADE PREPARATION, 12 IN. DEPTH	SY	21,162.00		21,162.00	\$ 3.00	\$ 63,486.00	8,811.00	\$ 26,433.00	9189.00	18,000.00	\$ 54,000.00	3,162.00	85.06%
2.07	SUBBASE, MODIFIED	SY	19,999.00		19,999.00	\$ 10.00	\$ 199,990.00		\$ -	9101.00	9,101.00	\$ 91,010.00	10,808.00	45.71%
2.08	CONFACTION TESTING	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00		\$ -	0.40	0.40	\$ 1,600.00	0.60	40.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$ 20,000.00	\$ 20,000.00		\$ -	0.80	0.80	\$ 16,000.00	0.20	80.00%
3.02	SETTLEMENT PLATES	EA	12.00		12.00	\$ 4,805.00	\$ 57,660.00		\$ -	11.40	11.40	\$ 54,777.00	0.60	95.00%
SEWERS AND DRAINS														
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	138.00		138.00	\$ 144.00	\$ 19,872.00		\$ -	138.00	138.00	\$ 19,872.00	0.00	100.00%
4.02	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 15 IN. DIA.	LF	1,743.00		1,743.00	\$ 160.00	\$ 278,880.00		\$ -	1796.00	1,796.00	\$ 287,360.00	(63.00)	103.64%
4.03	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 8 IN. DIA.	LF	268.00		268.00	\$ 181.75	\$ 48,709.00		\$ -	224.00	224.00	\$ 40,712.00	44.00	83.58%
4.04	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 18 IN. DIA.	LF	2,260.00	(1,123.00)	1,137.00	\$ 285.25	\$ 301,589.25	1,137.00	\$ 301,589.25	1137.00	1,137.00	\$ 301,589.25	0.00	100.00%
4.05	SANITARY SEWER SERVICE, DIP, 6" DIA.	LF	40.00		40.00	\$ 110.75	\$ 4,430.00		\$ -	40.00	40.00	\$ 4,430.00	0.00	100.00%
4.06	SANITARY SEWER CLEANOUT	EA	8.00		8.00	\$ 4,200.00	\$ 33,600.00		\$ -	6.40	6.40	\$ 26,880.00	1.60	80.00%
4.07	STORM SEWER, TRENCHED, HDPE, 6 IN. DIA.	LF	55.00	(53.00)	0.00	\$ 42.00	\$ -		\$ -			\$ -	0.00	0.00%
4.08	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	1,355.00		1,355.00	\$ 61.00	\$ 81,435.00		\$ -	1330.00	1,330.00	\$ 81,130.00	5.00	99.63%
4.09	STORM SEWER, TRENCHED, RCP, 18 IN. DIA.	LF	37.00		37.00	\$ 68.50	\$ 2,534.50		\$ -	37.00	37.00	\$ 2,534.50	0.00	100.00%
4.10	STORM SEWER, TRENCHED, RCP, 24 IN. DIA.	LF	580.00		580.00	\$ 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		\$ -	1664.00	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	\$ 662.00	\$ 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	\$ 692.00	\$ 1,986.00		\$ -	3.00	3.00	\$ 1,986.00	0.00	100.00%
4.21	FOOTING FOR CONCRETE APRON, RCP, 34 IN. DIA.	EA	1.00		1.00	\$ 977.00	\$ 977.00		\$ -	1.00	1.00	\$ 977.00	0.00	100.00%
4.22	PIPE APRON GUARD	EA	6.00		6.00	\$ 1,155.00	\$ 6,930.00		\$ -	0.00	0.00	\$ -	6.00	0.00%
4.23	SUBDRAIN, CORRUGATED PVC, 8 IN. DIA.	LF	7,351.00	600.00	7,951.00	\$ 21.00	\$ 166,971.00		\$ -	3228.00	3,228.00	\$ 67,768.00	4,723.00	40.60%
4.24	SUBDRAIN CLEANOUT, TYPE B, 24 IN. DIA.	EA	3.00		3.00	\$ 1,470.00	\$ 4,410.00		\$ -			\$ -	3.00	0.00%
4.25	SUBDRAIN OUTLETS AND CONNECTIONS, RCT/NT/WH, 8 IN. DIA.	EA	77.00		77.00	\$ 252.00	\$ 19,404.00		\$ -		0.00	\$ -	77.00	0.00%
WATER MAINS AND APPURTENANCES														
5.01	WATER MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	375.00		375.00	\$ 47.50	\$ 17,812.50		\$ -	357.00	357.00	\$ 16,957.50	18.00	95.20%
5.02	WATER MAIN, TRENCHED, PVC, 10 IN. DIA.	LF	121.00		121.00	\$ 63.00	\$ 7,623.00		\$ -	121.00	121.00	\$ 7,623.00	0.00	100.00%
5.03	WATER MAIN, TRENCHED, PVC, 12 IN. DIA.	LF	3,845.00		3,845.00	\$ 47.25	\$ 181,676.25		\$ -	3845.00	3,845.00	\$ 181,676.25	0.00	100.00%
5.04	WATER SERVICE 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	\$ 1,880.00	\$ 9,400.00		\$ -	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	\$ 1,962.50	\$ 3,885.00		\$ -	2.00	2.00	\$ 3,885.00	0.00	100.00%
5.11	VALVE BOX, ADJUSTMENT	EA	5.00		5.00	\$ 210.00	\$ 1,050.00		\$ -	2.00	2.00	\$ 420.00	3.00	40.00%
5.12	WATER MAIN REMOVAL	LF	70.00		70.00	\$ 23.00	\$ 1,610.00		\$ -	43.00	43.00	\$ 989.00	27.00	61.43%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	MANHOLE, TYPE SW-301, 48 IN. DIA. (SANITARY SEWER)	EA	14.00		14.00	\$ 14,700.00	\$ 205,800.00		\$ -	13.20	13.20	\$ 194,040.00	0.80	94.29%
6.02	MANHOLE, TYPE SW-401, 60 IN. DIA. (STORM SEWER)	EA	1.00		1.00	\$ 6,615.00	\$ 6,615.00		\$ -	0.90	0.90	\$ 5,953.50	0.10	90.00%
6.03	INTAKE, TYPE SW-501, SINGLE GRATE INTAKE	EA	4.00		4.00	\$ 2,835.00	\$ 11,340.00		\$ -	3.70	3.70	\$ 10,489.50	0.30	92.50%
6.04	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 60 IN. DIA.	EA	2.00		2.00	\$ 7,980.00	\$ 15,960.00		\$ -	1.90	1.90	\$ 15,162.00	0.10	95.00%
6.05	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE	EA	18.00		18.00	\$ 4,515.00	\$ 81,270.00	0.90	\$ 4,063.50	16.00	16.00	\$ 76,303.50	1.10	93.89%
6.06	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE WITH MANHOLE	EA	8.00		8.00	\$ 8,190.00	\$ 65,520.00		\$ -	7.20	7.20	\$ 58,968.00	0.80	90.00%
6.07	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE WITH MANHOLE	EA	8.00		8.00	\$ 12,757.50	\$ 102,060.00		\$ -	7.90	7.90	\$ 100,784.25	0.10	98.75%
6.08	INTAKE, TYPE SW-516, CIRCULAR AREA INTAKE, 24 IN. DIA.	EA	2.00		2.00	\$ 3,045.00	\$ 6,090.00		\$ -	1.00	1.00	\$ 3,045.00	1.00	50.00%
6.09	EXTERNAL DROP CONNECTION	EA	6.00		6.00	\$ 6,510.00	\$ 39,060.00		\$ -	5.00	5.00	\$ 32,550.00	1.00	83.33%
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	\$ 735.00	\$ 735.00		\$ -			\$ -	1.00	0.00%
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	PAYMENT, PCC, 8 IN. CLASS CSUD MIX	SY	17,382.00		17,382.00	\$	51.25	\$	890,827.50
7.02	PAYMENT, PCC, 8 IN. CLASS CSUD MIX	SY	345.00		345.00	\$	64.00	\$	22,080.00
7.03	PAYMENT, PCC, 7 IN. CLASS CSUD MIX	SY	867.00		867.00	\$	53.00	\$	45,951.00
7.04	PCC PAYMENT SAMPLES AND TESTING	LS	1.00		1.00	\$	7,500.00	\$	7,500.00
7.05	REMOVAL OF SIDEWALK	SY	72.00		72.00	\$	25.00	\$	1,800.00
7.06	SIDEWALK, PCC, 4 IN.	SY	17.00		17.00	\$	94.50	\$	1,606.50
7.07	SIDEWALK, PCC, 4 IN.	SY	3,223.00		3,223.00	\$	36.25	\$	116,833.75
7.08	SIDEWALK, PCC, 6 IN.	SY	214.00		214.00	\$	100.00	\$	21,400.00
7.09	DIETETABLE WARNING	SE	242.00		242.00	\$	55.00	\$	13,310.00
7.10	DRIVEWAY, PCC, 4 IN.	SY	154.00		154.00	\$	98.00	\$	15,092.00
7.11	DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	50.00		50.00	\$	60.00	\$	3,000.00
7.12	TEMPORARY DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	84.00		84.00	\$	50.00	\$	4,200.00
7.13	PAYMENT REMOVAL	SY	575.00		575.00	\$	20.00	\$	11,500.00
TRAFFIC CONTROL									
8.01	PAINTED PAVEMENT MARKINGS, WATERBORNE	STA	5.00		5.00	\$	210.00	\$	1,050.00
8.02	PAINTED PAVEMENT MARKINGS, DURABLE	STA	117.10		117.10	\$	65.00	\$	7,611.50
8.03	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	30.00		30.00	\$	130.00	\$	3,900.00
8.04	GROOVES CUT FOR PAVEMENT MARKINGS	STA	117.10		117.10	\$	35.00	\$	4,098.50
8.05	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	30.00		30.00	\$	105.00	\$	3,150.00
8.06	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$	6,500.00	\$	6,500.00
8.07	PORTABLE DYNAMIC MESSAGE BOARD (PDMs)	DAYS	7.00		7.00	\$	135.00	\$	945.00
8.08	TRAFFIC SIGNAGE	LS	1.00		1.00	\$	19,500.00	\$	19,500.00
8.09	TRAFFIC SIGN RELOCATION	EA	8.00		8.00	\$	158.00	\$	1,264.00
8.10	TRAFFIC SIGN REMOVAL	EA	2.00		2.00	\$	105.00	\$	210.00
8.11	FIBER OPTIC CONDUIT (BLUE) - CITY (FURNISH & INSTALL)	LF	3,855.00		3,855.00	\$	6.50	\$	25,057.50
8.12	FIBER OPTIC CONDUIT (ORANGE) - SCHOOL (FURNISH & INSTALL)	LF	3,670.00		3,670.00	\$	23,855.00	\$	86,500.00
8.13	FIBER OPTIC HANDHOLES - TYPE III - CITY (FURNISH & INSTALL)	EA	3.00		3.00	\$	1,300.00	\$	3,900.00
8.14	FIBER OPTIC HANDHOLES - TYPE III - SCHOOL (FURNISH & INSTALL)	EA	3.00		3.00	\$	1,300.00	\$	3,900.00
8.15	FIBER OPTIC HANDHOLES - TYPE IV - CITY (FURNISH & INSTALL)	EA	2.00		2.00	\$	1,510.00	\$	3,020.00
8.16	FIBER OPTIC HANDHOLES - TYPE IV - SCHOOL (FURNISH & INSTALL)	EA	2.00		2.00	\$	1,510.00	\$	3,020.00
SITE WORK AND LANDSCAPING									
9.01	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE I	AC	11.40		11.40	\$	1,250.00	\$	14,354.00
9.02	CONVENTIONAL SEEDING, SEEDING, FERT, TYPE 4 (TEMP SEEDING)	AC	16.16		16.16	\$	100.00	\$	1,616.00
9.03	HYDRAULIC MULCHING (BPM)	AC	16.16		16.16	\$	2,000.00	\$	32,320.00
9.04	FILTER SOCKS, 12 IN.	LF	825.00		825.00	\$	2.50	\$	2,062.50
9.05	FILTER SOCKS, REMOVAL	LF	825.00		825.00	\$	0.50	\$	412.50
9.06	RIP RAV, CLASS E	TONS	48.00		48.00	\$	76.50	\$	3,672.00
9.07	SILT FENCE	LF	9,285.00		9,285.00	\$	1.50	\$	13,927.50
9.08	SILT FENCE, REMOVAL OF DEVICE	LF	9,285.00		9,285.00	\$	0.10	\$	928.50
9.09	STABILIZED CONSTRUCTION ENTRANCE	TONS	585.00		585.00	\$	40.00	\$	23,400.00
9.10	EROSION CONTROL MULCHING, STRAW	AC	27.56		27.56	\$	500.00	\$	13,780.00
9.11	INLET PROTECTION DEVICE, ROCK	EA	41.00		41.00	\$	685.00	\$	28,085.00
9.12	INLET PROTECTION DEVICE, DROP-IN	EA	80.00		80.00	\$	132.00	\$	10,560.00
9.13	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	80.00		80.00	\$	30.00	\$	2,400.00
MISCELLANEOUS									
11.01	MOBILIZATION	LS	1.00		1.00	\$	140,000.00	\$	140,000.00
11.02	MAINTENANCE OF POSTAL SERVICE	LS	1.00		1.00	\$	3,000.00	\$	3,000.00
11.03	CONCRETE WASHOUT	EA	2.00		2.00	\$	7,500.00	\$	15,000.00
CHANGE ORDER ITEMS									
12.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC (A-2000, 18 IN. DIA.	EA		1,123.00		\$	195.00	\$	218,985.00
12.02	LOWER EXISTING HWY WEIGEL, DRIVE WATER MAIN	LS		1.00		\$	3,811.50	\$	3,811.50
12.03	WEED CONTROL, WITH GRADING AND MOWING	LS		1.00		\$	875.00	\$	875.00
12.04	MANHOLE, TYPE SW-401, 48 IN. DIA. (STORM SEWER)	EA		1.00		\$	4,950.00	\$	4,950.00
12.05				0.00		\$	-	\$	-
12.06				0.00		\$	-	\$	-

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 4,467,712.75 PAY PERIOD = \$ 93,192.00

COMPLETED = \$ 3,237,821.00

72.27%

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
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 2,987,397.55

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
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CHANGE ORDER TOTAL = \$ (58,964.25)

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	April 1, 2021

Substantial Completion

Contract Working Days:	190.0
Added by Change Order:	3.0
Total Working Days:	193.0
Working Days Used to Date:	186.5
Working Days Remaining:	6.5

Full Completion

Contract Working Days:	12.0
Added by Change Order:	
Total Working Days:	12.0
Working Days Used to Date:	
Working Days Remaining:	12.0



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the May 2, 2022 Accounts Payable. (Finance Committee: J. Perry, Chp, J. Ruddy, T. Shafer)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

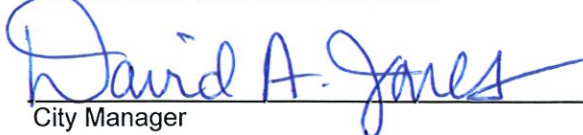
Click to download
 AP Recap
 AP Check Report

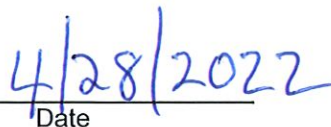
CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
MAY 2, 2022

Fund		PAYMENTS
100	General Fund	\$ 265,456.83
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	-
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	101,246.18
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	-
300	Debt Service Fund	-
430	Library Foundation Fund	1,500.00
440	Park Dedication Trust Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club	-
448	Miracle Park Fund	-
449	Dog Park Trust Fund	-
484	Civic Trust Fund	-
491	Ankeny Foundation Fund	-
500	Solid Waste Fund	-
510	Water Fund	20,429.89
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	28,707.77
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	4,015,643.75
580	Stormwater Fund	2,859.69
590	Golf Course Fund	27,661.82
600-699	Enterprise Project Funds	800,534.29
710	Revolving Fund	93,065.10
720	Risk Management Fund	33,094.85
730	Health Insurance Fund	182.83
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	-
896-998	Capital Projects Funds	420,040.01
	Sub Total	\$ 5,810,423.01
	Payroll Totals	1,913,034.89
	Service Transfers/ACH Drafts	(180,226.64)
	Agenda Payments Approved Separately	(1,170,292.06)
	Grand Total	<u>\$ 6,372,939.20</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

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE: 4/21/2022 THRU 5/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003226	IOWA ONE CALL							
M-CHECK	IOWA ONE CALL	UNPOST V	4/28/2022			004482		2,407.50CR

000164	G & S HARDWARE INC							
M-CHECK	G & S HARDWARE INC	UNPOST V	4/22/2022			236051		9.87CR

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	2 VOID DEBITS	0.00		
	VOID CREDITS	2,417.37CR	2,417.37CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	2	2,417.37CR	0.00	0.00
BANK: TOTALS:	2	2,417.37CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
 BANK: APGBB GREAT WESTERN BANK
 DATE RANGE: 4/21/2022 THRU 5/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001844	A TECH INC-TCI							
I-543316	DUAL MOTION DETECTOR REPLCE-CH	E	5/04/2022	245.00		004731		245.00
	*** VENDOR TOTALS ***					1 CHECKS		245.00
003797	A-D DISTRIBUTING CO INC							
I-73097	FLAGS - PRSC	R	5/02/2022	175.00		236370		175.00
	*** VENDOR TOTALS ***					1 CHECKS		175.00
000003	ACCO UNLIMITED CORP							
I-022117-IN-A	POOL SUPPLIES	R	5/02/2022	1,006.20		236371		
I-022117-IN-B	POOL SUPPLIES	R	5/02/2022	841.10		236371		
I-022117-IN-C	POOL SUPPLIES	R	5/02/2022	483.70		236371		2,331.00
	*** VENDOR TOTALS ***					1 CHECKS		2,331.00
000164	G & S HARDWARE INC							
I-207793/2	RIVET/CAM LOCK - PKS	R	5/02/2022	18.97		236372		
I-207814/2	HOSE/BOILR - AC	R	5/02/2022	34.98		236372		
I-207815/2	PROPANE EXCHANGE - CFAC	R	5/02/2022	21.99		236372		75.94
	*** VENDOR TOTALS ***					1 CHECKS		75.94
000974	ACME TOOLS							
I-9812714	SHOCK ABSORBING LANYARD - TRFC	R	5/02/2022	105.84		236373		105.84
	*** VENDOR TOTALS ***					1 CHECKS		105.84
005541	ACUSHNET COMPANY							
I-912960392	STOCK MERCH FOR RESALE-OC	R	5/02/2022	119.00		236374		
I-912961182	STOCK MERCH FOR RESALE	R	5/02/2022	80.85		236374		
I-912994991	STOCK MERCH FOR RESALE-OC	R	5/02/2022	51.45		236374		251.30
	*** VENDOR TOTALS ***					1 CHECKS		251.30
000226	AIRGAS NORTH CENTRAL INC							
I-9123992231	WELDING SUPPLIES - CG	R	5/02/2022	426.68		236375		
I-9987083117	CYLINDER RENTAL - CG	R	5/02/2022	872.10		236375		
I-9987086468	WELDING RENTALS - PKS	R	5/02/2022	36.06		236375		1,334.84
	*** VENDOR TOTALS ***					1 CHECKS		1,334.84
000875	ALL STAR PRO GOLF INC							
I-INV26683	STOCK MERCH FOR RESALE	R	5/02/2022	1,097.60		236376		1,097.60
	*** VENDOR TOTALS ***					1 CHECKS		1,097.60
009262	AMAZON CAPITAL SERVICES INC							
I-13VG-C7K9-XVL6	SEAT REPAIR KIT- PRSC	E	5/04/2022	61.99		004765		
I-17K6-L63M-VTM3	BARCODE SCANNER/FNDR CVR-FD	E	5/04/2022	59.49		004765		
I-1C64-KLPF-17KX	SCREWDRIVER SET - PD	E	5/04/2022	27.99		004765		
I-1CW6-VT4N-4N4M	BASEBALL BASES - PRSC	E	5/04/2022	805.52		004765		
I-1G7C-3HNW-KTJN	WEIGHT BENCH - FD	E	5/04/2022	102.98		004765		
I-1KPF-M3N1-4NLF	PHONE CABLE/HEADSET/CASE - IT	E	5/04/2022	266.69		004765		
I-1L4D-9MXR-3PT1	NIUBEE SIGN HOLDER/COMMAND-FD	E	5/04/2022	127.93		004765		

VENDOR SET: 01 City of Ankeny
 BANK: APGBW GREAT WESTERN BANK
 DATE RANGE: 4/21/2022 THRU 5/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-1XC3-6TMQ-L41G	COFFEE - PW	E	5/04/2022	52.38		004765		
I-1YPX-RGTQ-QHLK	TORO SEAL KIT - PRSC	E	5/04/2022	51.03		004765		1,556.00
	*** VENDOR TOTALS ***					1 CHECKS		1,556.00
010761	AMAZON.COM CORPORATE CREDIT							
C-687837345947	CR: REFUND	E	5/04/2022	4.03CR		004773		
C-879953946735	REFUND	E	5/04/2022	3.94CR		004773		
I-437695883656	MISC MULTIMEDIA-KL	E	5/04/2022	23.11		004773		
I-439497754553	MULTIMEDIA - KL	E	5/04/2022	8.99		004773		
I-445587547834	MISC MULTIMEDIA - KL	E	5/04/2022	39.95		004773		
I-445695367775	MULTIMEDIA - KL	E	5/04/2022	55.93		004773		
I-448697996958	SNACKS FOR PROGRAMS - KL	E	5/04/2022	27.10		004773		
I-455647496683	MISC BOOKS -KL	E	5/04/2022	15.45		004773		
I-4563343567373	MISC BOOKS - KL	E	5/04/2022	85.03		004773		
I-457975794578	MULTIMEDIA - KL	E	5/04/2022	39.64		004773		
I-459999796479	MULTIMEDIA - KL	E	5/04/2022	24.95		004773		
I-467635435869	ROCUTUS 250 PIECES - KL	E	5/04/2022	11.99		004773		
I-496773977638	MISC BOOKS - KL	E	5/04/2022	10.85		004773		
I-498559765579	MISC MULTIMEDIA - KL	E	5/04/2022	25.92		004773		
I-534586487633	MISC MULTIMEDIA - KL	E	5/04/2022	94.86		004773		
I-543996646889	MISC BOOKS - KL	E	5/04/2022	20.99		004773		
I-548945467938	MISC BOOKS - KL	E	5/04/2022	116.03		004773		
I-577866769758	PLAYDOH/PAPER/SKITTLES-KL	E	5/04/2022	586.23		004773		
I-583684593359	MISC MULTIMEDIA - KL	E	5/04/2022	14.38		004773		
I-585858834864	MULTIMEDIA - KL	E	5/04/2022	26.86		004773		
I-594678753536	MISC MULTIMEDIA - KL	E	5/04/2022	40.91		004773		
I-599473689563	PROGRAM SUPPLIES - KL	E	5/04/2022	59.38		004773		
I-657594373999	MISC MULTIMEDIA - KL	E	5/04/2022	99.80		004773		
I-735774766333	MISC BOOKS - KL	E	5/04/2022	16.99		004773		
I-855946656638	MAGNETIC SQUARES - KL	E	5/04/2022	10.99		004773		
I-867783754693	MISC MULTIMEDIA - KL	E	5/04/2022	103.80		004773		
I-943656356645	MULTIMEDIA - KL	E	5/04/2022	186.72		004773		
I-963733565443	1000 PC DONUT STICKERS - KL	E	5/04/2022	35.96		004773		
I-999885996969	BOISE ASPEN PAPER -KL	E	5/04/2022	121.32		004773		1,896.16
	*** VENDOR TOTALS ***					1 CHECKS		1,896.16
001439	AMERICAN MARKING INC							
I-0027293	NAMEPLATES -CH	R	5/02/2022	26.05		236377		26.05
	*** VENDOR TOTALS ***					1 CHECKS		26.05
000038	AMERICAN RED CROSS							
I-22414930	GUARD CLASSES - AC	R	5/02/2022	750.00		236378		750.00
	*** VENDOR TOTALS ***					1 CHECKS		750.00

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003848	ANKENY AUTO ELECTRIC							
I-59554	UNIT 818 AMD STR/GEN -OC	R	5/02/2022	150.00		236379		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
000012	MILLENNIUM II CORPORATION							
I-1050622	PLASTIC S-TRAP-PKS	R	5/02/2022	11.38		236380		
I-1050784	PIN PUNCH - OC MAINT	R	5/02/2022	5.10		236380		
I-1050941	EPOXY/TARP STRAP - HWKY PK	R	5/02/2022	40.17		236380		
I-1050942	SHELF BRACKET/TRASH BAG - PW	R	5/02/2022	28.32		236380		
I-1050944	TOILET BOWL BRUSH-PRSC	R	5/02/2022	7.03		236380		
I-1050945	FAUCET KEY/COUPLING - CFAC	R	5/02/2022	40.31		236380		
I-1051019	HILLMAN - PRSC	R	5/02/2022	14.53		236380		
I-1051746	BSKTBALL HOOP REPAIRS-PKS	R	5/02/2022	55.99		236380		
I-1051758	HILLMAN/PRIMER - FD	R	5/02/2022	25.62		236380		
I-1051780	PROPANE - CFAC	R	5/02/2022	36.42		236380		
I-1051899	POPANE FILL - CFAC	R	5/02/2022	36.42		236380		
I-1052123	ADAPTER/CARP/HOSE/SHRPNR-PKS	R	5/02/2022	32.00		236380		
I-1052237	WEED PREVENTER-PRSC	R	5/02/2022	57.87		236380		
I-1052276	CAP PVC - PRAC	R	5/02/2022	5.30		236380		
I-1053521	HILLMAN / CLAMP - AC	R	5/02/2022	3.47		236380		399.93
	*** VENDOR TOTALS ***					1 CHECKS		399.93
004201	TSJM TOWING SERVICE LLC							
I-22-44391	TOW/HOOK FEE - PD	R	5/02/2022	50.00		236381		
I-22-44394	TOW/HOOK FEE - PD	R	5/02/2022	50.00		236381		
I-22-44403	TOW/HOOK FEE - PD	R	5/02/2022	50.00		236381		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
000057	ARNOLD MOTOR SUPPLY							
I-15NV118511	CABLE TIES/TEE WRAP - PRSC	R	5/02/2022	73.79		236382		
I-15NV118692	TEE WRAP - PRSC	R	5/02/2022	202.74		236382		
I-15NV119273	UNIT #620 WIPER BLADE-PRSC	R	5/02/2022	31.98		236382		308.51
	*** VENDOR TOTALS ***					1 CHECKS		308.51
007234	AUTOMATED LOGIC CONTRACTING SE							
I-383693	QUARTERLY BILLING - APR-JUN	R	5/02/2022	771.25		236383		771.25
	*** VENDOR TOTALS ***					1 CHECKS		771.25
000067	BAKER & TAYLOR INC							
I-2036667925	MISC BOOKS - KL	E	5/04/2022	948.92		004714		
I-2036671596	MISC MULTIMEDIA - KL	E	5/04/2022	27.50		004714		
I-2036675997	MISC BOOKS -KL	E	5/04/2022	435.14		004714		
I-2036682419	MISC BOOKS - KL	E	5/04/2022	798.98		004714		
I-2036685077	MISC BOOKS - KL	E	5/04/2022	529.09		004714		
I-2036690051	MISC BOOKS - KL	E	5/04/2022	411.29		004714		
I-2036696802	MISC BOOKS - KL	E	5/04/2022	518.21		004714		
I-H60928840	MISC MULTIMEDIA - KL	E	5/04/2022	29.38		004714		
I-H61054610	MISC MULTIMEDIA - KL	E	5/04/2022	111.95		004714		3,810.46
	*** VENDOR TOTALS ***					1 CHECKS		3,810.46

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006127	BATTERIES PLUS BULBS #203							
I-P48335205	12V LEAD BATTERY - MU	R	5/02/2022	26.26		236384		
I-P48753064	LIGHTS - PKNG LOT	R	5/02/2022	44.60		236384		
I-P49091582	ALKALINE BATTERIES - MU	R	5/02/2022	30.36		236384		
I-P50128819	12V LEAD - MU	R	5/02/2022	70.18		236384		171.40
	*** VENDOR TOTALS ***					1 CHECKS		171.40
005864	JACOB BEACH							
I-01/2022 FITNESS	01/2022 FITNESS	E	5/04/2022	7.41		004778		
I-12/2021 FITNESS	12/21 FITNESS	E	5/04/2022	7.42		004778		14.83
	*** VENDOR TOTALS ***					1 CHECKS		14.83
010118	BEACON ATHLETICS LLC							
I-0548067-IN	JOX BOX BATTERS BOX MATS-P&R	E	5/04/2022	1,770.00		004771		1,770.00
	*** VENDOR TOTALS ***					1 CHECKS		1,770.00
006349	HY-VEE INC-BDI							
I-35571	ALCOHOL FOR RESALE-OC	R	5/02/2022	1,082.69		236385		1,082.69
	*** VENDOR TOTALS ***					1 CHECKS		1,082.69
000905	DAVID J BILLINGS							
I-04/04/22-04/08/22	4/4-4/8/22 TRAVEL REIMBRSMNT	E	5/04/2022	1,075.65		004776		1,075.65
	*** VENDOR TOTALS ***					1 CHECKS		1,075.65
005950	BLACKSTONE AUDIO INC							
I-2038063	MISC MULTIMEDIA/SHELF SVCS-KL	R	5/02/2022	84.68		236386		
I-2038458	MULTIMEDIA/SHELF SVCS-KL	R	5/02/2022	194.47		236386		
I-2038537	MULTIMEDIA/SHELF SVCS-KL	R	5/02/2022	615.88		236386		
I-2038720	MULTIMEDIA/SHELF SVCS-KL	R	5/02/2022	37.95		236386		
I-2039033	MULTIMEDIA/SHELF SVCS-KL	R	5/02/2022	45.95		236386		978.93
	*** VENDOR TOTALS ***					1 CHECKS		978.93
007515	EFFLUENT INC							
I-I5244	GREASE TRAP INSPCTN-MIRACLE PK	R	5/02/2022	175.00		236387		
I-I5245	GREASE TRAP INSPCTN-HWKY PK	R	5/02/2022	175.00		236387		350.00
	*** VENDOR TOTALS ***					1 CHECKS		350.00
009487	BOOT BARN INC							
I-INV00164843	BOOTS - J. CABEEN	E	5/04/2022	140.00		004768		
I-INV00164844	SAFETY CLOTHING - ENGINEERING	E	5/04/2022	233.97		004768		
I-INV00165874	BOOTS - CASY UNGS	E	5/04/2022	125.20		004768		499.17
	*** VENDOR TOTALS ***					1 CHECKS		499.17

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005174	BOUND TREE MEDICAL LLC							
C-70319526	CR: EMS SUPPLIES - FD	R	5/02/2022	1,301.04CR		236388		
I-84474329	EMS SUPPLIES - FD	R	5/02/2022	178.20		236388		
I-84476440	EMS SUPPLIES - KL	R	5/02/2022	7.86		236388		
I-84476441	MARCH EMS SUPPLIES	R	5/02/2022	2,753.56		236388		
I-84480056	EMS SUPPLIES - FD	R	5/02/2022	185.60		236388		
I-84480057	EMS SUPPLIES - KL	R	5/02/2022	48.00		236388		
I-84480058	MARCH EMS SUPPLIES	R	5/02/2022	2,803.08		236388		
I-84482161	EMS SUPPLIES - KL	R	5/02/2022	11.56		236388		
I-84482162	EMS SUPPLIES - FD	R	5/02/2022	24.00		236388		
I-84484172	EMS SUPPLIES - FD	R	5/02/2022	79.27		236388		
I-84487417	EMS SUPPLIES - FD	R	5/02/2022	211.43		236388		5,001.52
	*** VENDOR TOTALS ***					1 CHECKS		5,001.52
011426	JOCELYN BRAYMEN							
I-03/2022 FITNESS	05/2021-03/2022 FITNESS	E	5/04/2022	84.00		004785		84.00
	*** VENDOR TOTALS ***					1 CHECKS		84.00
011425	BRENNER BUILT LLC							
I-21-6869-NEW	BUILDING PERMIT REIMBURSEMENT	R	5/02/2022	2,170.00		236389		2,170.00
	*** VENDOR TOTALS ***					1 CHECKS		2,170.00
000127	BRICK GENTRY PC							
I-371147	2/25/2022 STATEMENT 224.011	R	5/02/2022	2,460.00		236390		
I-373320	03/25/2022 STATEMENT 224.011	R	5/02/2022	528.00		236390		2,988.00
	*** VENDOR TOTALS ***					1 CHECKS		2,988.00
006714	WATER PRO SUPPLIES INC							
I-117791	CURBRUNNER - PW	R	5/02/2022	790.00		236391		790.00
	*** VENDOR TOTALS ***					1 CHECKS		790.00
009566	VARSITY BRANDS HOLDING CO., IN							
I-916570755	SOFTBALLS - P&R	R	5/02/2022	643.90		236392		
I-916626209	BBALLS - P&R	R	5/02/2022	808.43		236392		1,452.33
	*** VENDOR TOTALS ***					1 CHECKS		1,452.33
008738	BULB GUY LIGHTING							
I-17130	LED BULBS - FS2	E	5/04/2022	315.00		004762		
I-17149	LED LIGHTS - PD	E	5/04/2022	225.00		004762		
I-17151	BULBS -HWKY RR	E	5/04/2022	207.93		004762		
I-17152	BALLASTS - PD	E	5/04/2022	949.50		004762		
I-17186	LED LIGHTS -PW	E	5/04/2022	236.37		004762		1,933.80
	*** VENDOR TOTALS ***					1 CHECKS		1,933.80

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011411	JACOB J BUNTJER							
I-04/2022 BOOTS	04/2020 SAFETY BOOTS	R	5/02/2022	140.00		236393		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
009469	COLTON CAMPBELL							
I-4/20/2022	MEAL REIMBURSEMENT	E	5/04/2022	7.69		004781		7.69
	*** VENDOR TOTALS ***					1 CHECKS		7.69
000453	CARQUEST AUTO PARTS							
I-2330-740301	UNIT 112 FLEETRUNNER MICRO-V	R	5/02/2022	32.06		236394		
I-2330-740932	ROCKER BLUE 20 AMP - CG	R	5/02/2022	22.92		236394		54.98
	*** VENDOR TOTALS ***					1 CHECKS		54.98
003072	QWEST CORPORATION							
I-04/04/2022	04/04/2022 STATEMENT - TRFC	R	5/02/2022	100.89		236395		100.89
	*** VENDOR TOTALS ***					1 CHECKS		100.89
000426	CERTIFIED POWER INC							
I-40514331	SPREADER - PW	R	5/02/2022	1,034.43		236396		1,034.43
	*** VENDOR TOTALS ***					1 CHECKS		1,034.43
007388	COMPUTERIZED FLEET ANALYSIS IN							
I-14842	SUPPORT SVC/SFTWRE MAINT-CG	R	5/02/2022	2,995.00		236397		2,995.00
	*** VENDOR TOTALS ***					1 CHECKS		2,995.00
008614	TONY CHRISTOPH							
I-04/12/2022	04/12/2022 MEAL REIMBURSEMENT	E	5/04/2022	16.85		004761		16.85
	*** VENDOR TOTALS ***					1 CHECKS		16.85
001294	CENTRAL IOWA EMS DIRECTORS							
I-DAC-16168	8/4/22-8/5/22 COURSE-N.REIS	R	5/02/2022	150.00		236398		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
004002	CINTAS CORPORATION							
C-4102376144	CR: 11/19/21 SVCS - PSB	R	5/02/2022	27.31CR		236399		
C-4103224647	CR:11/30/21 SVCS - PSB	R	5/02/2022	27.31CR		236399		
I-4104574321	LAKESIDE MAT RENTAL	R	5/02/2022	7.22		236399		
I-4106580971	LAKESIDE MAT RENTALS	R	5/02/2022	7.22		236399		
I-4107277819	LAKESIDE MAT RENTALS	R	5/02/2022	7.22		236399		
I-4108009360	LAKESIDE MAT RENTALS	R	5/02/2022	7.22		236399		
I-4109341756	LAKESIDE MAT RENTAL	R	5/02/2022	7.22		236399		
I-4110733030	LAKESIDE MAT RENTALS	R	5/02/2022	7.22		236399		
I-4112750864	MAT RENTALS-ASC	R	5/02/2022	51.88		236399		
I-4113511947	MAT RENTALS - ASC	R	5/02/2022	55.88		236399		
I-4114174845	MAT RENTALS - ASC	R	5/02/2022	55.88		236399		
I-4114830875	MAT RENTALS - ASC	R	5/02/2022	55.88		236399		
I-411547937	MAT SERVICES - ASC	R	5/02/2022	55.88		236399		
I-4115542231	4/05/22 SVCS - PSB	R	5/02/2022	61.44		236399		

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I-4115542234	MAT RENTALS - CH	R	5/02/2022	58.36		236399		
I-4116208390	LAKE SIDE MAT RENTALS	R	5/02/2022	16.24		236399		
I-4116208457	MAT SERVICES - ASC	R	5/02/2022	55.88		236399		
I-4116208528	4/12/22 SVCS - WATER	R	5/02/2022	168.67		236399		
I-4116208600	4/12/22 SVCS - STREETS	R	5/02/2022	379.17		236399		
I-4116208603	MAT/ UNIFORM RENTALS-PKS	R	5/02/2022	107.26		236399		
I-4116348347	4/13/22 SVCS - WASTEWATER	R	5/02/2022	131.50		236399		
I-4116520546	LINEN SERVICES -OC	R	5/02/2022	129.70		236399		
I-4116520582	MAT/ UNIFORM RENTALS-OC	R	5/02/2022	58.18		236399		
I-4116901838	4/19/22 SVCS - WATER	R	5/02/2022	168.67		236399		
I-4116901974	4/19/22 SVCS - STREETS	R	5/02/2022	379.30		236399		
I-4116901983	MAT/UNIFORM RENTALS-PKS	R	5/02/2022	107.30		236399		
I-4117171413	MAT/LINEN SERVICES - OC	R	5/02/2022	110.35		236399		2,196.12
	*** VENDOR TOTALS ***					1 CHECKS		2,196.12
002407	CIVIL DESIGN ADVANTAGE LLC							
I-36867	NE FOUR MILE RCB - MU	E	5/04/2022	13,309.03		004738		13,309.03
	*** VENDOR TOTALS ***					1 CHECKS		13,309.03
009761	CLEAR BROOK COUNSELING PROFESS							
I-NOV 2021-JAN 2022	COUNCELING SVCS 11/21-1/22	R	5/02/2022	1,400.00		236400		1,400.00
	*** VENDOR TOTALS ***					1 CHECKS		1,400.00
009277	CONVERGE ONE INC							
I-IE9089869	CRADLEPOINT RENEWAL	E	5/04/2022	180.00		004766		
I-IE9089871	MERAKI LICENSE RENEWAL	E	5/04/2022	15,569.21		004766		15,749.21
	*** VENDOR TOTALS ***					1 CHECKS		15,749.21
009110	PAIRADOCS P C							
I-4/07/2022	4/07/22 EXAM/VACS-BOSCO PD	R	5/02/2022	1,065.84		236401		1,065.84
	*** VENDOR TOTALS ***					1 CHECKS		1,065.84
007254	CUTTER & BUCK							
I-96102029	UNIFORMS- UNGS/SCHENK	R	5/02/2022	124.78		236402		
I-96104860	UNIFORMS- UNGS/SCHENCK	R	5/02/2022	26.04		236402		150.82
	*** VENDOR TOTALS ***					1 CHECKS		150.82
000146	CENTURY HOMES CO							
I-0541206-IN	FERTILIZER-PRSC	R	5/02/2022	1,276.50		236403		
I-0542049-IN	SEED - PKS	R	5/02/2022	142.50		236403		
I-0542050-IN	IGNITION TURF FESCUE-PKS	R	5/02/2022	167.50		236403		
I-0542682-IN	FUNGICIDE-OC	R	5/02/2022	4,270.53		236403		
I-0542683-IN	GRASS SEED-OC	R	5/02/2022	2,320.00		236403		
I-0542684-IN	FUNGICIDE-OC	R	5/02/2022	3,000.00		236403		11,177.03
	*** VENDOR TOTALS ***					1 CHECKS		11,177.03

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003099	DELL MARKETING L P							
I-10571177872	DELL PE SERVER	R	5/02/2022	13,752.60		236404		
I-10577060803	COMPUTER MONITORS - PD	R	5/02/2022	485.42		236404		
I-10577259934	FY22 4TH PC ORDER	R	5/02/2022	24,624.95		236404		38,862.97
	*** VENDOR TOTALS ***					1 CHECKS		38,862.97
008545	DEMARANVILLE INSTALLATIONS INC							
I-I22-1105A	SPRINKLER/BKFLW INSPCTN-PSB	R	5/02/2022	174.00		236405		
I-I22-613A	SPRINKLER/BKFLW INSPCTN-FS1	R	5/02/2022	155.00		236405		
I-I22-614A	SPRINKLER/BKFLOW INSPCTN-FS2	R	5/02/2022	155.00		236405		
I-I22-615A	SPRINKLER/BKFLW INSPCTN-FS3	R	5/02/2022	155.00		236405		
I-I22-616A	DRY SYS/BKFLW INSPCTN-PW	R	5/02/2022	95.00		236405		
I-I22-617A	SPRINKLER/BKFLW INSPCTN-PW	R	5/02/2022	155.00		236405		
I-I22-622A	SPRINKLER/BKFLW INSPCTN-OC	R	5/02/2022	195.00		236405		
I-I22-623A	SPRINKLER/BKFLW INSPCTN-PD	R	5/02/2022	185.00		236405		
I-I22-625A	SPRINKLER/BKFLW INSPCTN-MU	R	5/02/2022	95.00		236405		
I-I22-968A	SPRINKLER/BKFLOW INSPCTN-KL	R	5/02/2022	174.00		236405		1,538.00
	*** VENDOR TOTALS ***					1 CHECKS		1,538.00
000605	DEMCO INC							
I-7112508	LABEL PROTECTORS - KL	E	5/04/2022	175.90		004723		175.90
	*** VENDOR TOTALS ***					1 CHECKS		175.90
000843	THE DES MOINES REGISTER							
I-0004530776	03/2022 LEGAL PUBLICATIONS	E	5/04/2022	3,560.17		004728		3,560.17
	*** VENDOR TOTALS ***					1 CHECKS		3,560.17
001353	THE DES MOINES REGISTER							
I-DM3906964 FY22	4/1/22-3/31/23 RENEW - CLERK	R	5/02/2022	392.83		236406		392.83
	*** VENDOR TOTALS ***					1 CHECKS		392.83
000700	DES MOINES STAMP MFG CO							
I-1199466	CITY SEAL STAMP - CLERKS	E	5/04/2022	32.70		004724		32.70
	*** VENDOR TOTALS ***					1 CHECKS		32.70
000161	DEWEY FORD INC							
I-583756 FOW	ELEMENT KIT - CG	R	5/02/2022	44.16		236407		
I-583831 FOW	UNIT #112 PUMP	R	5/02/2022	140.00		236407		
I-583903 FOW	UNIT #112 RADIATOR	R	5/02/2022	1,006.11		236407		
I-584097 FOW	UNIT 112 V-BELT	R	5/02/2022	76.56		236407		1,266.83
	*** VENDOR TOTALS ***					1 CHECKS		1,266.83
010264	DISTRICT AT PRAIRIE TRAIL OWNE							
I-230	STAGE FOR JIM GILL	R	5/02/2022	1,500.00		236408		1,500.00
	*** VENDOR TOTALS ***					1 CHECKS		1,500.00

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003567	DITCH WITCH OF MINNESOTA							
I-S24483	LOCATOR PARTS - TRAFFIC	R	5/02/2022	519.82		236409		519.82
	*** VENDOR TOTALS ***					1 CHECKS		519.82
011422	SUZANA DOBROSAVLJEVIC							
I-4/18/22	MAILBOX REIMBURSEMENT	R	5/02/2022	130.80		236410		130.80
	*** VENDOR TOTALS ***					1 CHECKS		130.80
004568	DOLL DISTRIBUTING LLC							
I-144275	ALCOHOL FOR RESALE-OC	E	5/04/2022	1,270.05		004744		1,270.05
	*** VENDOR TOTALS ***					1 CHECKS		1,270.05
010726	PAUL A DRAKE							
I-2234	NAME PLATE DESIGN-COMM DEV	E	5/04/2022	10.00		004772		10.00
	*** VENDOR TOTALS ***					1 CHECKS		10.00
000988	EARL MAY SEED & NURSERY							
I-00038374	MULCH SELECT - OC	R	5/02/2022	39.00		236411		39.00
	*** VENDOR TOTALS ***					1 CHECKS		39.00
000759	JAY EASON							
I-4/27/22	2/11-4/22/22 MILEAGE REIMBRSMT	E	5/04/2022	24.34		004726		24.34
	*** VENDOR TOTALS ***					1 CHECKS		24.34
006319	EDWARD DON AND COMPANY							
I-28276357	FOOD AND BEVERAGE SUPS-OC	R	5/02/2022	527.40		236412		527.40
	*** VENDOR TOTALS ***					1 CHECKS		527.40
000186	ELECTRONIC ENGINEERING							
I-114002009-1	HANDSET RADIOS - PW	E	5/04/2022	660.77		004715		
I-114002035-1 A	REMOTE DESKSETS - PW	E	5/04/2022	2,750.00		004715		
I-114002035-1 B	REMOTE DESKSETS - PW	E	5/04/2022	53.04		004715		
I-80060459, 80060589	05/2022 STATEMENT - PW	E	5/04/2022	930.00		004715		
I-80060460, 80060590	05/2022 STATEMENT - MU	E	5/04/2022	440.50		004715		
I-80060461	05/2022 STATEMENT -ENGINEERING	E	5/04/2022	26.50		004715		
I-80060588, 80060458	05/2022 STATEMENT - PK MAINT	E	5/04/2022	248.50		004715		5,109.31
	*** VENDOR TOTALS ***					1 CHECKS		5,109.31
000187	EMERGENCY MEDICAL							
I-2331163	EMS SUPPLIES - FD	R	5/02/2022	239.98		236413		239.98
	*** VENDOR TOTALS ***					1 CHECKS		239.98
011430	ADRIENNE ERAZO							
I-AFD24890	REFUND	R	5/02/2022	313.06		236414		313.06
	*** VENDOR TOTALS ***					1 CHECKS		313.06

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009206	EROSION WORX INC							
I-22-0885	EROSION REPAIR - STORM WATER	R	5/02/2022	1,800.00		236415		1,800.00
	*** VENDOR TOTALS ***					1 CHECKS		1,800.00
002285	FASTENAL COMPANY							
I-IADES413935	LOCK NUT/BOLTS - PW	E	5/04/2022	140.00		004736		
I-IADES414218	POOL START UP SUPPLIES-PKS	E	5/04/2022	16.77		004736		156.77
	*** VENDOR TOTALS ***					1 CHECKS		156.77
000197	FEDERAL EXPRESS CORPORATION							
I-7-722-81788	04/07/22 SHIPPING - OC PRO	R	5/02/2022	18.34		236416		18.34
	*** VENDOR TOTALS ***					1 CHECKS		18.34
006858	FERGUSON ENTERPRISES INC #1657							
I-0421602	BELT CLIP - MU	R	5/02/2022	209.90		236417		209.90
	*** VENDOR TOTALS ***					1 CHECKS		209.90
009039	FINDAWAY WORLD LLC							
I-386144	MISC MULTIMEDIA - KL	R	5/02/2022	404.93		236418		404.93
	*** VENDOR TOTALS ***					1 CHECKS		404.93
011234	FIRE SERVICE TRAINING BUREAU							
I-221465	DOA-JACK MAGNUSSEN	R	5/02/2022	50.00		236419		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
007648	DAIOHS USA INC							
I-606162	COFFEE SERVICES - PW	E	5/04/2022	44.50		004759		44.50
	*** VENDOR TOTALS ***					1 CHECKS		44.50
002078	FOTH & VAN DYKE LLC							
I-66017 #23	PAY 23-W1ST WDNG/IMP- PH1	E	5/04/2022	39,001.21		004734		
I-77213 #1	PAY 1-N 4MILE CRK TRUNK SEWER	E	5/04/2022	11,492.32		004734		50,493.53
	*** VENDOR TOTALS ***					1 CHECKS		50,493.53
011377	STRAND ASSOCIATES, INC.							
I-180349 #12	PAY 12-ANKENY ASR	R	5/02/2022	25,838.20		236420		25,838.20
	*** VENDOR TOTALS ***					1 CHECKS		25,838.20
000211	GALE							
I-77602184	APRIL LARGE PRINT DIST 5 PLAN	E	5/04/2022	45.00		004716		
I-77619975	APRIL CORE 8 PLAN - KL	E	5/04/2022	157.44		004716		
I-77620145	APRIL BASIC 8 PLAN -KL	E	5/04/2022	155.94		004716		
I-77623499	APRIL WHEELER HRDCVR 5 PLN-KL	E	5/04/2022	107.21		004716		
I-77628830	APRIL BIOGRAPHY 2 PLAN - KL	E	5/04/2022	50.98		004716		
I-77629422	APRIL CHRISTIAN ROMANCE 3 PLN	E	5/04/2022	68.97		004716		
I-77630392	APRIL 5 STAR WESTERN 2 PLN-KL	E	5/04/2022	19.46		004716		
I-77641485	APRIL 5 STAR WESTERN 2 PLAN-KL	E	5/04/2022	19.46		004716		
I-77641562	APRIL THRILLER - KL	E	5/04/2022	26.24		004716		

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I-77641718	APRIL CLEAN READS 3 PLAN -KL	E	5/04/2022	46.48		004716		
I-77646571	APRIL LG PRINT DIST 5 PLAN-KL	E	5/04/2022	63.74		004716		760.92
	*** VENDOR TOTALS ***					1 CHECKS		760.92
003712	GALLS, LLC							
I-019908789	UNIFORMS - PD	R	5/02/2022	538.10		236421		
I-020820510	CHARGER KIT - PD	R	5/02/2022	51.52		236421		
I-020854867	PANTS - FD	R	5/02/2022	149.60		236421		
I-020899847	PANTS - FD	R	5/02/2022	195.00		236421		
I-020921927	PANTS -FD	R	5/02/2022	220.00		236421		1,154.22
	*** VENDOR TOTALS ***					1 CHECKS		1,154.22
000751	DAWN GEAN							
I-04/14/2022	MILEAGE 04/14/2022 MILEAGE REIMBURSMNT	E	5/04/2022	12.28		004725		
I-4/22/2022	MILEAGE REIMBURSEMENT	E	5/04/2022	128.70		004725		140.98
	*** VENDOR TOTALS ***					1 CHECKS		140.98
001775	GENERAL FIRE AND SAFETY							
I-61621	FIRST AID SUPPLIES - PRSC	E	5/04/2022	121.35		004730		121.35
	*** VENDOR TOTALS ***					1 CHECKS		121.35
009552	GENESIS HOMES INC							
I-22-0216-NEW	BUILDING PERMIT REIMBURSEMENT	R	5/02/2022	2,236.00		236422		2,236.00
	*** VENDOR TOTALS ***					1 CHECKS		2,236.00
011387	GINGERICH WELL & PUMP SERVICE,							
I-PAY 1-WELL7/ASR3	PAY 1-WELL7/ASR3 -BID PKG1-CON	R	5/02/2022	639,806.53		236423		639,806.53
	*** VENDOR TOTALS ***					1 CHECKS		639,806.53
009054	GPS INDUSTRIES LLC							
I-LEASE0025287	5/1/22-5/31/22 GPS RENTAL	R	5/02/2022	2,376.00		236424		2,376.00
	*** VENDOR TOTALS ***					1 CHECKS		2,376.00
000227	GRAINGER							
I-9271954654	LEATHER GLOVES - PW	E	5/04/2022	240.00		004717		
I-9271954662	HAND SOAP - MIRACLE PARK	E	5/04/2022	196.60		004717		
I-9273306598	SHOCK ABSORBING LANYARD - TRFC	E	5/04/2022	172.58		004717		
I-9273306606	CATCH PULLS - PKS	E	5/04/2022	10.80		004717		
I-9278070538	REPLACEMENT MOTOR- GLNBRK PK	E	5/04/2022	43.79		004717		
I-9278517264	DRAIN PLUGS - PKS	E	5/04/2022	118.44		004717		
I-9279152210	HANG AND STACK BINS - FD	E	5/04/2022	59.56		004717		
I-9279152228	HANG AND STACK BINS - FD	E	5/04/2022	48.17		004717		
I-9279152236	HANG AND STACK BINS -FD	E	5/04/2022	31.95		004717		
I-9279606413	SOLENOID -PRSC	E	5/04/2022	360.40		004717		
I-9279606421	PAPER TOWL DISPENSER-CH	E	5/04/2022	48.96		004717		1,331.25
	*** VENDOR TOTALS ***					1 CHECKS		1,331.25

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000229	GRAYBAR ELECTRIC CO INC							
I-9326285948	FO MATERIALS - TRAFFIC	R	5/02/2022	647.10		236425		647.10
	*** VENDOR TOTALS ***					1 CHECKS		647.10
000252	GRIMES ASPHALT AND PAVING CORP							
I-21903 A	3/25/2022 COLD MIX	R	5/02/2022	2,415.80		236426		
I-21903 B	3/25/2022 COLD MIX	R	5/02/2022	197.60		236426		
I-21975	4/13/22 COLD MIX	R	5/02/2022	2,962.34		236426		5,575.74
	*** VENDOR TOTALS ***					1 CHECKS		5,575.74
011433	BOBBIE JEAN HALBROOK							
I-04/2022 REFUND	04/2022 COLLECTIONS REFUND	R	5/02/2022	30.95		236427		30.95
	*** VENDOR TOTALS ***					1 CHECKS		30.95
005993	HANDLEY LAW FIRM							
I-4/12/2022	MARCH 2022 SERVICES - PD	E	5/04/2022	9,330.00		004754		9,330.00
	*** VENDOR TOTALS ***					1 CHECKS		9,330.00
009448	PAULA KAY CASKEY							
I-4	NAME PLATES/HEMMING - FD	E	5/04/2022	135.00		004767		135.00
	*** VENDOR TOTALS ***					1 CHECKS		135.00
011427	HARVEST RIDGE BUILDERS							
I-21-7581-NEW	BUILDING PERMIT REIMBURSEMENT	R	5/02/2022	2,213.00		236428		2,213.00
	*** VENDOR TOTALS ***					1 CHECKS		2,213.00
001978	HAWKINS INC							
I-6163092	PVC - MU	R	5/02/2022	104.50		236429		104.50
	*** VENDOR TOTALS ***					1 CHECKS		104.50
008651	AUSTIN LEE HENRY							
I-04/2022 TUITION	04/2022 TUITION REIMBURSEMENT	E	5/04/2022	1,107.00		004779		1,107.00
	*** VENDOR TOTALS ***					1 CHECKS		1,107.00
004853	HOLT TIRE SERVICE INC							
I-187045	UNIT 814 UTV ALL TRAIL -OC	E	5/04/2022	295.98		004747		295.98
	*** VENDOR TOTALS ***					1 CHECKS		295.98
003098	HOTSY CLEANING SYSTEMS IN							
I-0206778-IN	SCHEDULED MAINTENANCE - PD	E	5/04/2022	184.50		004741		184.50
	*** VENDOR TOTALS ***					1 CHECKS		184.50
005531	HR GREEN INC							
I-151594 #4	PAY 4-OC TRUNK SWR PH3	E	5/04/2022	36,992.33		004751		
I-151898 #9	PAY 9-NE36TH ST RECON I-35/4MC	E	5/04/2022	153,782.31		004751		190,774.64
	*** VENDOR TOTALS ***					1 CHECKS		190,774.64

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005515	BRIAN W HUGGINS							
I-JAN/FEB/MAR 2022	FITNESS REIMBURSEMENT	R	5/02/2022	36.00		236430		36.00
			*** VENDOR TOTALS ***			1 CHECKS		36.00
000253	HY-VEE INC							
I-4841773663	TOWELS/CONDIMENTS/UTENCILS-PW	R	5/02/2022	123.74		236431		
I-4842570427	PHOTOGRAPHER THANK YOU GIFT-FD	R	5/02/2022	100.00		236431		223.74
			*** VENDOR TOTALS ***			1 CHECKS		223.74
008906	IMAGE TREND INC							
I-134761	MARCH 2022 BILLING BRIDGE	E	5/04/2022	1,304.20		004764		
I-134852	ANNUAL SOFTWARE AGREEMENT	E	5/04/2022	10,090.00		004764		11,394.20
			*** VENDOR TOTALS ***			1 CHECKS		11,394.20
000407	INTERSTATE ALL BATTERY CENTER							
I-1925901006102	UNIT #630 BATTERY PRSC	R	5/02/2022	60.05		236432		60.05
			*** VENDOR TOTALS ***			1 CHECKS		60.05
000266	INTERSTATE BATTERY SYSTEM							
I-40208174	BATTERIES - CG	E	5/04/2022	267.90		004718		267.90
			*** VENDOR TOTALS ***			1 CHECKS		267.90
002929	INTERSTATE POWER SYSTEMS INC							
I-R012081542:01	GENERATOR REPAIR - CH	R	5/02/2022	385.96		236433		385.96
			*** VENDOR TOTALS ***			1 CHECKS		385.96
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4351554	ALCOHOL FOR RESALE - OC	R	5/02/2022	810.30		236434		810.30
			*** VENDOR TOTALS ***			1 CHECKS		810.30
005403	IOWA COMMUNITIES ASSURANCE POO							
I-ICP055045A1 4/16	ICAP DEDUCTIBLE ICP055045A1	E	5/04/2022	41.25		004750		41.25
			*** VENDOR TOTALS ***			1 CHECKS		41.25
009620	IOWA DEPARTMENT OF HUMAN SERVI							
I-05 2022 03	MAY 2022 STATE SHARE GEMT-FD	E	5/04/2022	13,571.41		004769		13,571.41
			*** VENDOR TOTALS ***			1 CHECKS		13,571.41
000743	IOWA MUNICIPAL FINANCE OFFICER							
I-FY22 YUSKA	FY22 IMFOA MEMBERSHIP	R	5/02/2022	50.00		236435		50.00
			*** VENDOR TOTALS ***			1 CHECKS		50.00
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV82508	FY22 411 MED DED MARCH	R	5/02/2022	1,494.40		236436		
I-INV82509	FY22 MED DED MARCH	R	5/02/2022	992.41		236436		2,486.81
			*** VENDOR TOTALS ***			1 CHECKS		2,486.81

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001945	IOWA WORKFORCE DEVELOPMENT							
I-104098-9	04/15/22 BENEFIT CHARGES THRU 4/15/22	E	5/04/2022	29,035.99		004732		29,035.99
	*** VENDOR TOTALS ***					1 CHECKS		29,035.99
011429	IOWA'S ALL SEASON HEATING AND							
I-21-7958-MEC	MECHANICAL PERMIT REIMBRSMNT	R	5/02/2022	100.00		236437		
I-22-0177-MEC	MECHANICAL PERMIT REIMBURSMNT	R	5/02/2022	100.00		236437		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
009276	J & M GOLF INC							
I-0648125-IN	STOCK MERCH FOR RESALE-OC	R	5/02/2022	253.11		236438		
I-0648435-IN	STOCK MERCH FOR RESALE-OC	R	5/02/2022	31.11		236438		284.22
	*** VENDOR TOTALS ***					1 CHECKS		284.22
007827	JEO CONSULTING GROUP INC							
I-200170.01 #11	PAY 11-SE3RD ST IMP - PH1	E	5/04/2022	19,070.00		004760		
I-201512.00 #9	PAY 9-SE DELAWARE AVE HMA	E	5/04/2022	2,466.25		004760		21,536.25
	*** VENDOR TOTALS ***					1 CHECKS		21,536.25
010070	JERRY'S HOMES INC.							
I-22-1371-NEW	BUILDING PERMIT REIMBURSEMENT	R	5/02/2022	1,832.00		236439		1,832.00
	*** VENDOR TOTALS ***					1 CHECKS		1,832.00
005535	JETCO INC							
I-17046	ASR2 EMERGENCY STARTUP - MU	R	5/02/2022	394.50		236440		394.50
	*** VENDOR TOTALS ***					1 CHECKS		394.50
006326	JOHNSON BROTHERS OF IOWA							
I-1671803	ALCOHOL FOR RESALE - OC	R	5/02/2022	231.00		236441		231.00
	*** VENDOR TOTALS ***					1 CHECKS		231.00
000292	KARL CHEVROLET INC							
I-716968 CVW	UNIT #923 LATCH	R	5/02/2022	155.70		236442		155.70
	*** VENDOR TOTALS ***					1 CHECKS		155.70
000065	RENEWABLE ENERGY GROUP INC							
I-567613	3/29/22 DIESEL DYED/87E10	E	5/04/2022	28,352.90		004713		
I-567707	4/06/22 DIESEL DYED/87E10	E	5/04/2022	26,494.20		004713		
I-567801	4/15/22 DIESEL DYED/87E10	E	5/04/2022	28,730.70		004713		83,577.80
	*** VENDOR TOTALS ***					1 CHECKS		83,577.80
004783	KELTEK INCORPORATED							
I-5479	UNIT 91 INSTALL/UNINSTALL	E	5/04/2022	15,187.96		004746		15,187.96
	*** VENDOR TOTALS ***					1 CHECKS		15,187.96

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010741	KIMBERLEY DEVELOPMENT							
I-21-5738-NEW	BUILDING PERMIT REIMBURSEMENT	R	5/02/2022	3,155.00		236443		
I-21-6152-NEW	BUILDING PERMIT REIMBURSEMENT	R	5/02/2022	2,687.00		236443		5,842.00
	*** VENDOR TOTALS ***					1 CHECKS		5,842.00
005733	KLINE ELECTRIC							
I-21-6523-ELE	ELECTRICAL PERMIT REIMBRSMNT	R	5/02/2022	150.00		236444		
I-21-6524-ELE	ELECTRICAL PERMIT REIMBRSMNT	R	5/02/2022	150.00		236444		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
008194	KLOCKE'S EMERGENCY VEHICLES LL							
I-023027	UNIT 112 CONDENSER HOSE	R	5/02/2022	174.60		236445		174.60
	*** VENDOR TOTALS ***					1 CHECKS		174.60
011301	KNIGHT ELECTRIC LLC							
I-21-8293-ELE	ELECTRICAL PERMIT REIMBURSMNT	R	5/02/2022	120.00		236446		120.00
	*** VENDOR TOTALS ***					1 CHECKS		120.00
011424	KYANITE DESIGN & BUILD							
I-21-7924-NEW	BUILDING PERMIT REIMBURSEMENT	R	5/02/2022	2,759.00		236447		
I-21-7931-NEW	BUILDING PERMIT REIMBURSEMENT	R	5/02/2022	2,009.00		236447		4,768.00
	*** VENDOR TOTALS ***					1 CHECKS		4,768.00
002368	LAWSON PRODUCTS INC							
I-9309446502	NON-INSULATED CONNECTOR - CG	E	5/04/2022	42.87		004737		
I-9309468929	SHOP SUPPLIES - CG	E	5/04/2022	41.24		004737		84.11
	*** VENDOR TOTALS ***					1 CHECKS		84.11
009618	LIBRARY IDEAS, LLC							
I-88882	VOX BOOKS - KL	R	5/02/2022	1,266.93		236448		1,266.93
	*** VENDOR TOTALS ***					1 CHECKS		1,266.93
000402	LINDE GAS & EQUIPMENT							
I-69259446	EMS OXYGEN	R	5/02/2022	1,323.44		236449		1,323.44
	*** VENDOR TOTALS ***					1 CHECKS		1,323.44
003193	COLTON LIPPERT							
I-04/09/22-04/10/22	4/9-4/10/22 TRAVEL REMBRSMNT	E	5/04/2022	141.53		004777		
I-04/14/2022 MEAL	4/14/22 MEAL REIMBURSEMENT	E	5/04/2022	10.50		004777		152.03
	*** VENDOR TOTALS ***					1 CHECKS		152.03
000470	LUMEN							
I-288764442	3/12/22-4/11/22 STATEMENT	E	5/04/2022	673.19		004722		673.19
	*** VENDOR TOTALS ***					1 CHECKS		673.19

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002207	MANATTS INC							
I-5054364	3/23/22 D57-C20	E	5/04/2022	1,974.00		004735		1,974.00
	*** VENDOR TOTALS ***					1 CHECKS		1,974.00
001799	MARTIN MARIETTA AGGREGATE							
I-35022667	3/31/22 CLASS A	R	5/02/2022	1,853.68		236450		
I-35038405	4/04/22 CLASS A	R	5/02/2022	2,415.02		236450		
I-35050411	4/05/22 CLASS A	R	5/02/2022	2,583.13		236450		
I-35062282	4/06/22 3RD ST/CLASS A	R	5/02/2022	2,571.11		236450		
I-35075098	4/07/22 CLASS A	R	5/02/2022	2,501.52		236450		11,924.46
	*** VENDOR TOTALS ***					1 CHECKS		11,924.46
004747	MENARDS							
I-65387	DISTILLED WATER/PVC - MU	R	5/02/2022	32.56		236451		
I-66010	MOP HEAD/GRL SCRPR/BSKT-FD	R	5/02/2022	137.34		236451		
I-66026	COUPLING/SOLDER/PIPE-AMP	R	5/02/2022	44.44		236451		
I-66032	TUBE CUTTER KIT-AMP	R	5/02/2022	52.98		236451		
I-66099	GRILL CLEANER/GROMMET - PW	R	5/02/2022	8.27		236451		
I-66108	LIGHT BULBS - PD	R	5/02/2022	35.79		236451		
I-66112	PLYMTL/DECK/PLYWOOD/LUMBER-PD	R	5/02/2022	657.09		236451		
I-66137	SAFETY TSHIRTS/HOODIES-PKS	R	5/02/2022	99.94		236451		
I-66138	HEX BOLTS/WSHRS/NUT-KL	R	5/02/2022	13.56		236451		
I-66164	GAS CYCLINDER/SOAP/PPR TWL-MU	R	5/02/2022	41.86		236451		
I-66196	RATCHET/BUNGEE - PRSC	R	5/02/2022	122.35		236451		
I-66330	CNCT/ELECT GRN/NOZZLE/WD40-FD	R	5/02/2022	76.38		236451		
I-66370 04/12/22	MASTIC FOIL TAPE- PD	R	5/02/2022	29.69		236451		
I-66452	SILICONE/ELBOW/CLMP-FD	R	5/02/2022	10.39		236451		
I-66468 4/14/22	LUMBER - PW	R	5/02/2022	179.90		236451		1,542.54
	*** VENDOR TOTALS ***					1 CHECKS		1,542.54
007664	MERCY NORTH PHARMACY							
I-04/06/2022	EMS SUPPLIES - FD	R	5/02/2022	284.39		236452		
I-04/21/2022	MEDICATIONS FOR APRIL 22	R	5/02/2022	1,017.42		236452		1,301.81
	*** VENDOR TOTALS ***					1 CHECKS		1,301.81
003479	MID IOWA PETROLEUM EQUIPMENT L							
I-4177	FILTER ADAPTER PARTS - CG	E	5/04/2022	516.51		004743		516.51
	*** VENDOR TOTALS ***					1 CHECKS		516.51
004772	MID-IOWA SOLID WASTE EQUIPMENT							
I-56374	SEALS/BEARINGS/ROTOR - MU	E	5/04/2022	729.64		004745		729.64
	*** VENDOR TOTALS ***					1 CHECKS		729.64

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000271	MIDAMERICAN ENERGY COMPANY							
I-FY22#11 1695158009	04/14/22 STATEMENT	E	5/04/2022	105,981.31		004719		105,981.31
	*** VENDOR TOTALS ***					1 CHECKS		105,981.31
002765	MIDWEST BREATHING AIR LLC							
I-25438	NFPA QTRLY AIR TESTS-FD	E	5/04/2022	605.36		004740		
I-25447LABOR	SOLENOID VALVE REPAIR LABOR-FD	E	5/04/2022	200.00		004740		
I-25447SUPPLIES	SOLENOID VALVE SUPPLIES-FD	E	5/04/2022	417.06		004740		
I-25662	COMPRESSOR REPAIRS-FD	E	5/04/2022	2,213.71		004740		3,436.13
	*** VENDOR TOTALS ***					1 CHECKS		3,436.13
006424	MIDWEST MATTRESS							
I-28885	MATTRESS PURCHASE-FD	R	5/02/2022	3,500.00		236453		3,500.00
	*** VENDOR TOTALS ***					1 CHECKS		3,500.00
000945	MIDWEST WHEEL COMPANIES							
I-2769266-00	UNIT #305 CROSSOVER TOOL BOX	R	5/02/2022	430.92		236454		430.92
	*** VENDOR TOTALS ***					1 CHECKS		430.92
007277	MILLERBERND MANUFACTURING COMP							
I-168634	LUMINAIRE ARM & EXTENSION-TRFC	R	5/02/2022	2,890.00		236455		2,890.00
	*** VENDOR TOTALS ***					1 CHECKS		2,890.00
1	BOOTHROYD, KATHERINE							
I-000202204288487	US REFUND	R	5/02/2022	92.25		236499		92.25
1	DEITRICK, BRIAN							
I-000202204288507	US REFUND	R	5/02/2022	33.93		236500		33.93
1	DIPPEL, CARTER							
I-000202204288484	US REFUND	R	5/02/2022	45.56		236501		45.56
1	DOROTHY, BRANDON							
I-000202204288481	US REFUND	R	5/02/2022	96.12		236502		96.12
1	DRA PROPERTIES							
I-000202204288510	US REFUND	R	5/02/2022	40.79		236503		40.79
1	FOXX, ZACHARY							
I-000202204288512	US REFUND	R	5/02/2022	94.84		236504		94.84
1	GARCIA, JOSE							
I-000202204288494	US REFUND	R	5/02/2022	91.86		236505		91.86

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1	GOOD, TIFFANY							
I-000202204288509	US REFUND	R	5/02/2022	55.22		236506		55.22
1	GRIMES, BETTY J							
I-000202204288495	US REFUND	R	5/02/2022	93.54		236507		93.54
1	HAMILTON, SEAN							
I-000202204288506	US REFUND	R	5/02/2022	49.43		236508		49.43
1	HAYS, TUCKER							
I-000202204288489	US REFUND	R	5/02/2022	44.26		236509		44.26
1	HILL, CHEYENNE							
I-000202204288485	US REFUND	R	5/02/2022	88.46		236510		88.46
1	JOHNSON, NILA							
I-000202204288501	US REFUND	R	5/02/2022	104.93		236511		104.93
1	KRAMER, GINA							
I-000202204288503	US REFUND	R	5/02/2022	46.84		236512		46.84
1	KRUEGER, KRIS							
I-000202204288504	US REFUND	R	5/02/2022	46.84		236513		46.84
1	LEFFLER, MICHAEL							
I-000202204288496	US REFUND	R	5/02/2022	11.99		236514		11.99
1	MILLER, LACEY							
I-000202204288513	US REFUND	R	5/02/2022	99.20		236515		99.20
1	MUEGGENBEOG, JEFF							
I-000202204288500	US REFUND	R	5/02/2022	23.59		236516		23.59
1	NOLTENSMEIER, MCKAYL							
I-000202204288502	US REFUND	R	5/02/2022	98.70		236517		98.70
1	NORDHUES, CARLY & ER							
I-000202204288511	US REFUND	R	5/02/2022	74.17		236518		74.17
1	OSBORNE, RODNEY							
I-000202204288490	US REFUND	R	5/02/2022	94.84		236519		94.84
1	REED, NATALIE							
I-000202204288488	US REFUND	R	5/02/2022	41.68		236520		41.68

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	RICHARDSON, KEVIN							
I-000202204288491	US REFUND	R	5/02/2022	47.48		236521		47.48
1	ROMESBURG, CHRISTOPH							
I-000202204288482	US REFUND	R	5/02/2022	94.94		236522		94.94
1	SABLE, AMBER & JOHN							
I-000202204288483	US REFUND	R	5/02/2022	38.30		236523		38.30
1	SAPPER, STEVIE							
I-000202204288498	US REFUND	R	5/02/2022	63.84		236524		63.84
1	SCHOEMAKER, CHERI							
I-000202204288493	US REFUND	R	5/02/2022	98.70		236525		98.70
1	SIMMONS, GARRETT							
I-000202204288492	US REFUND	R	5/02/2022	50.72		236526		50.72
1	SQUIER, VANESSA							
I-000202204288508	US REFUND	R	5/02/2022	31.35		236527		31.35
1	STAHL, LEE							
I-000202204288505	US REFUND	R	5/02/2022	9.54		236528		9.54
1	VAN METER, BRADLEY J							
I-000202204288486	US REFUND	R	5/02/2022	28.76		236529		28.76
1	VAN SUMPLE, FRANKLIN							
I-000202204288497	US REFUND	R	5/02/2022	65.23		236530		65.23
1	WATSON, SHANNON & CH							
I-000202204288499	US REFUND	R	5/02/2022	33.74		236531		33.74
*** VENDOR TOTALS ***						33 CHECKS		2,031.64
000391	MOST DEPENDABLE FOUNTAINS							
I-INV67811	O-RING/STEM/PUSHBAR-PKS	R	5/02/2022	823.00		236456		823.00
*** VENDOR TOTALS ***						1 CHECKS		823.00
006447	MSA PROFESSIONAL SERVICES INC							
I-R09085053.0-4 #14	PAY 14-NW36TH ST/WEIGEL WTR MN	E	5/04/2022	28,010.00		004756		28,010.00
*** VENDOR TOTALS ***						1 CHECKS		28,010.00
006756	MTI DISTRIBUTING INC							
I-1339008-00	UNIT #252 RADIATOR CAP	R	5/02/2022	56.85		236457		
I-1339410-00	UNIT 652 PULLEY/V-BELT	R	5/02/2022	107.93		236457		
I-1339410-01	UNIT 652 V BELT	R	5/02/2022	77.86		236457		242.64
*** VENDOR TOTALS ***						1 CHECKS		242.64

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010193	MTS CONTRACTING INC							
I-21-4073	CAULKING REPAIRS - PD	R	5/02/2022	790.00		236458		
I-21-4074	SOFIT REPAIR - FS #2	R	5/02/2022	790.00		236458		1,580.00
	*** VENDOR TOTALS ***					1 CHECKS		1,580.00
000350	MUNICIPAL SUPPLY INC							
I-0828794-IN	VALVE BOX - MU	R	5/02/2022	1,210.60		236459		
I-0829853-IN	OMNI TRPL REG - MU	R	5/02/2022	355.00		236459		
I-0829854-IN	CHECK VALVE - MU	R	5/02/2022	63.00		236459		
I-0830115-IN	WATER MAINT SUPPLIES - MU	R	5/02/2022	782.87		236459		2,411.47
	*** VENDOR TOTALS ***					1 CHECKS		2,411.47
003057	NAPA AUTO PARTS							
C-2986-683761	CR: LOOM-SPLIT POLY - CG	R	5/02/2022	8.26CR		236460		
I-2986-682850	SPARK PLUG-STREET SMALL ENGINE	R	5/02/2022	8.64		236460		
I-2986-683124	GREASE GUN GREASE - CG	R	5/02/2022	62.90		236460		
I-2986-683145	COOLANT - CG	R	5/02/2022	41.98		236460		
I-2986-683199	HOSE FITTINGS - CG	R	5/02/2022	89.32		236460		
I-2986-683224	WATER WELD - MU	R	5/02/2022	9.49		236460		
I-2986-683279	UNIT #67 BRAKE PAD/VALVE	R	5/02/2022	312.29		236460		
I-2986-683406	BLADE FUSE - MU	R	5/02/2022	5.29		236460		
I-2986-683413	UNIT 112 SERPENTINE BELT	R	5/02/2022	44.45		236460		
I-2986-683512	UNIT 220 CAMERA	R	5/02/2022	382.09		236460		
I-2986-683530	SPARK PLUG/WD40 -OC	R	5/02/2022	15.23		236460		
I-2986-683539	GREASE - WASTE WATER	R	5/02/2022	35.91		236460		
I-2986-683616	UNIT 824/867/827 OIL FILTERS	R	5/02/2022	15.08		236460		
I-2986-683639	AIR FILTER - CG	R	5/02/2022	17.94		236460		
I-2986-683751	LOOM-SPLIT POLY - CG	R	5/02/2022	37.76		236460		
I-2986-683753	ROCKER RED 20A - CG	R	5/02/2022	27.54		236460		
I-2986-683758	FUEL FILTERS - CG	R	5/02/2022	36.50		236460		
I-2986-683772	AIR FILTERS - CG	R	5/02/2022	153.00		236460		1,287.15
	*** VENDOR TOTALS ***					1 CHECKS		1,287.15
000367	O'HALLORAN INTERNATIONAL							
I-31P151730	UNIT #208 REAR EXTENSION	E	5/04/2022	205.94		004720		205.94
	*** VENDOR TOTALS ***					1 CHECKS		205.94
000837	O'REILLY AUTOMOTIVE INC							
I-0295-275136	VENT WRAP/PAPER/FILE SET - MU	E	5/04/2022	30.96		004727		30.96
	*** VENDOR TOTALS ***					1 CHECKS		30.96
009328	IMRAN ODOBASIC							
I-03/21/22-03/25/22	03/21/22-03/25/22 MEALS	E	5/04/2022	65.50		004780		65.50
	*** VENDOR TOTALS ***					1 CHECKS		65.50

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003727	OFFICE DEPOT INC							
I-228486505002	MIC STAND - PW	R	5/02/2022	12.99		236461		
I-233287944001	SUNSCREEN/TYLN/ADVL/PENS-PD	R	5/02/2022	440.97		236461		
I-233562134001	REPELLENT - PD	R	5/02/2022	130.99		236461		
I-234114407001	BATTERIES - PD	R	5/02/2022	85.56		236461		
I-235695578001	MEMO BOOK/LABEL/UTENCILS-PSB	R	5/02/2022	80.83		236461		
I-236340781001	EXTERNAL HARD DRIVE - MU	R	5/02/2022	63.74		236461		
I-237213119001	INDEX CARDS/CLIP/BANDADS/TP-KL	R	5/02/2022	91.04		236461		
I-237277332001	INK - MU	R	5/02/2022	120.98		236461		
I-2373684000002	TAPE CARTRIDGE-CH	R	5/02/2022	10.24		236461		
I-237368400001	TISSUES/BWLS/NPKN/CPS-CH	R	5/02/2022	15.15		236461		
I-237368400003	PAPER - CH	R	5/02/2022	39.18		236461		
I-237552137001	LTR PKT/ERASER/PEN/PPR CLIP-PW	R	5/02/2022	133.25		236461		
I-237552752001	HIGHLIGHTER - PW	R	5/02/2022	5.99		236461		
I-237552755001	BINDER CLIPS - PW	R	5/02/2022	8.24		236461		
I-237552756001	TAPE - PW	R	5/02/2022	108.87		236461		
I-239286051001	DESKPADS/HOLDERS/PENS/MISC-FD	R	5/02/2022	174.38		236461		1,522.40
	*** VENDOR TOTALS ***					1 CHECKS		1,522.40
007878	OVERDRIVE INC							
I-06497C022116337	MISC MULTIMEDIA - KL	R	5/02/2022	997.55		236462		
I-06497C022116374	MISC MULTIMEDIA - KL	R	5/02/2022	650.00		236462		
I-06497C022128960	MULTIMEDIA - KL	R	5/02/2022	964.26		236462		2,611.81
	*** VENDOR TOTALS ***					1 CHECKS		2,611.81
001106	P & P SMALL ENGINES INC							
I-415997	CLUTCH CABLE - P&R TILLER	R	5/02/2022	58.99		236463		
I-416133	CLUTCH CABLE/BELT-P&R TILLER	R	5/02/2022	124.98		236463		183.97
	*** VENDOR TOTALS ***					1 CHECKS		183.97
000055	C2G CORPORATION							
I-CG16659	SHOP SUPPLIES - CG	R	5/02/2022	981.35		236464		981.35
	*** VENDOR TOTALS ***					1 CHECKS		981.35
002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-21951906	BEVERAGES FOR RESALE-OC	E	5/04/2022	210.44		004739		
I-84506005	BEVERAGES FOR RESALE - OC	E	5/04/2022	375.35		004739		
I-84720359	BEVERAGES FOR RESALE - OC	E	5/04/2022	743.86		004739		1,329.65
	*** VENDOR TOTALS ***					1 CHECKS		1,329.65
009158	PERFORMANCE FOODSERVICE - THOM							
I-239677594	FOOD FOR RESALE - OC	R	5/02/2022	250.42		236465		
I-6940826	FOOD FOR RESALE - OC	R	5/02/2022	513.07		236465		
I-6950499	FOOD FOR RESALE - OC	R	5/02/2022	821.66		236465		1,585.15
	*** VENDOR TOTALS ***					1 CHECKS		1,585.15

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004611	PETTY CASH							
I-04/19/22	CFAC/PRAC 2022 CFAC/PRAC STARTUP	R	5/02/2022	1,320.00		236466		1,320.00
	*** VENDOR TOTALS ***					1 CHECKS		1,320.00
000384	PITNEY BOWES INC							
I-1020470349	1/31/22-4/29/22 RENTALS - PD	E	5/04/2022	105.00		004721		105.00
	*** VENDOR TOTALS ***					1 CHECKS		105.00
003387	PJ IOWA LC PAPA JOHN'S PIZZA							
I-152923	4/10/22 PIZZA - HAWKEYE	R	5/02/2022	7.00		236467		7.00
	*** VENDOR TOTALS ***					1 CHECKS		7.00
000671	PLUMB SUPPLY COMPANY - DM							
I-8026529	POOL STARTUP SUPPLIES - AC	R	5/02/2022	94.71		236468		
I-8029789	POOL START UP SUPPLIES - AC	R	5/02/2022	118.07		236468		
I-8034232	POOL START UP SUPPLIES - AC	R	5/02/2022	195.43		236468		408.21
	*** VENDOR TOTALS ***					1 CHECKS		408.21
003760	POLK COUNTY TREASURER							
I-B22-00307	BLOOD DRAW - Z. NELSON	R	5/02/2022	150.00		236469		
I-B22-00310	BLOOD DRAW - J. PRUITT	R	5/02/2022	150.00		236469		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
005896	PRECISION UNDERGROUND UTILITIE							
I-6822	CONDUIT & HH REPAIR - TRFC	R	5/02/2022	1,560.45		236470		1,560.45
	*** VENDOR TOTALS ***					1 CHECKS		1,560.45
005151	JULS DESIGN INC							
I-11951	FIRE BANNERS - COMMUNICATIONS	E	5/04/2022	982.89		004749		982.89
	*** VENDOR TOTALS ***					1 CHECKS		982.89
006757	QUALITY STRIPING INC							
I-7579	PAVEMENT MARKING - TRFC	E	5/04/2022	550.00		004757		
I-7595 A	PAVEMENT MARKINGS - TRFC	E	5/04/2022	5,712.28		004757		
I-7595 B	PAVEMENT MARKING - TRFC	E	5/04/2022	337.32		004757		6,599.60
	*** VENDOR TOTALS ***					1 CHECKS		6,599.60
006390	QUILL CORPORATION							
I-159549422	SHARPIES - P&R	R	5/02/2022	24.89		236471		
I-159746664	TISSUES - P&R	R	5/02/2022	95.94		236471		120.83
	*** VENDOR TOTALS ***					1 CHECKS		120.83
003538	GET SOME GUNS, LLC							
I-20-692167	UNIFORMS - PD	R	5/02/2022	345.05		236472		345.05
	*** VENDOR TOTALS ***					1 CHECKS		345.05

VENDOR SET: 01 City of Ankeny
 BANK: APGWB GREAT WESTERN BANK
 DATE RANGE: 4/21/2022 THRU 5/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003960	RDG IA INC							
I-50483 #1	PAY 1-4MLE CRK/TRIB 4M CRK RES	R	5/02/2022	7,483.03		236473		7,483.03
	*** VENDOR TOTALS ***					1 CHECKS		7,483.03
006038	REILLY CONSTRUCTION CO INC							
I-1347	SEWER REPAIR - MU	R	5/02/2022	20,011.71		236474		20,011.71
	*** VENDOR TOTALS ***					1 CHECKS		20,011.71
001985	RIDD X PEST CONTROL							
I-63458	PEST & RODENT CONTROL-PRSC	E	5/04/2022	289.00		004733		
I-63502	PEST CONTROL - FS#2	E	5/04/2022	189.00		004733		478.00
	*** VENDOR TOTALS ***					1 CHECKS		478.00
011417	ROTARY LEADERSHIP INSTITUTE							
I-04092022-RLI	DAMAGE DEPOSIT REFUND	R	5/02/2022	100.00		236475		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
006366	ROTELLA'S ITALIAN BAKERY INC							
I-W18224	FOOD FOR RESALE - OC	E	5/04/2022	70.40		004755		
I-W22369	FOOD FOR RESALE - OC	E	5/04/2022	43.10		004755		
I-W24944	FOOD FOR RESALE - OC	E	5/04/2022	62.90		004755		176.40
	*** VENDOR TOTALS ***					1 CHECKS		176.40
004852	ROYAL PLUMBING							
I-21-6531-PLM	PLUMBING PERMIT REIMBURSEMENT	R	5/02/2022	100.00		236476		
I-21-6860-PLM	PLUMBING PERMIT REIMBURSEMENT	R	5/02/2022	100.00		236476		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
004079	STRAWBERRY PATCH							
I-93616	INDOOR VOLLEYBALL TSHIRTS-P&R	R	5/02/2022	132.00		236477		132.00
	*** VENDOR TOTALS ***					1 CHECKS		132.00
011434	ERNEST SAFRIS							
I-AFD11140	PATIENT OVERPAYMENT REFUND	R	5/02/2022	472.20		236478		472.20
	*** VENDOR TOTALS ***					1 CHECKS		472.20
009564	SAGE HOMES, INC							
I-21-8028-NEW	BUILDING PERMIT REIMBURSEMENT	R	5/02/2022	2,055.00		236479		2,055.00
	*** VENDOR TOTALS ***					1 CHECKS		2,055.00
005570	SANDRY FIRE SUPPLY LLC							
I-INV-021323	TNT HOSE REEL - FD	E	5/04/2022	1,768.50		004752		1,768.50
	*** VENDOR TOTALS ***					1 CHECKS		1,768.50

VENDOR SET: 01 City of Ankeny
 BANK: APGWB GREAT WESTERN BANK
 DATE RANGE: 4/21/2022 THRU 5/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003482	SCOTT'S AUTO GLASS							
I-32203	UNIT 277 WINDSHIELD/ADHESIVE	R	5/02/2022	600.00		236480		600.00
	*** VENDOR TOTALS ***					1 CHECKS		600.00
010821	KRISTINE SEXTON							
I-03/2022 FITNESS	12/21-03/22 FITNESS	E	5/04/2022	48.00		004783		48.00
	*** VENDOR TOTALS ***					1 CHECKS		48.00
011405	SHORT ELLIOTT HENDRICKSON INCO							
I-ANKMU 165976 #1	PAY 1-N ANKENY BLVD WTR MAIN	E	5/04/2022	18,221.02		004775		18,221.02
	*** VENDOR TOTALS ***					1 CHECKS		18,221.02
000990	SNYDER & ASSOCIATES INC							
I-119.0290.01 #28	PAY 28-SE CROSSWINDS DR-RISE	E	5/04/2022	5,999.29		004729		
I-119.0975.01 #16	PAY 16-NW NTHLWN UTLTY IMP	E	5/04/2022	864.50		004729		
I-120.0274.01 #21	PAY 21-HTT EXT MAG RD/ORALBR	E	5/04/2022	13,365.11		004729		
I-120.0315.01 #17	PAY 17-NANK BLVD LNDSCP IMP	E	5/04/2022	2,295.50		004729		
I-120.0399.01 #24	PAY 24-DEL/8TH/WDNG TRFC SGNL	E	5/04/2022	2,279.00		004729		
I-120.0688.01 #14	PAY 14-2021 PVMNT MGMT/MSTR PL	E	5/04/2022	1,676.00		004729		
I-120.1005.01 #17	PAY 17-NW36TH ST WDNG/ASH/ABVD	E	5/04/2022	4,239.45		004729		
I-120.1113.01 #14	PAY 14-HTT TRNSMSN MN/DRNG IMP	E	5/04/2022	12,803.50		004729		
I-121.0352.01 #13	PAY 13-NW36TH/STATE INTRM IMP	E	5/04/2022	2,386.25		004729		
I-121.0695.01 #9	PAY 9-DEL AVE RECON/5TH-18TH	E	5/04/2022	49,219.11		004729		
I-122.0108.01 #4	PAY 4-OTTER CRK N PARK IMP	E	5/04/2022	5,474.25		004729		
I-122.0140.01 #3	PAY 3-ROCK CREEK GREENWAY TRL	E	5/04/2022	6,380.78		004729		
I-122.0224.01 #2	PAY 2-CHERRY GLEN PK BALLFLD	E	5/04/2022	4,468.75		004729		111,451.49
	*** VENDOR TOTALS ***					1 CHECKS		111,451.49
004016	SPAULDING MFG INC							
I-324222	FLUE/GASKET/DIGITAL CONTROL-PW	R	5/02/2022	1,665.50		236481		1,665.50
	*** VENDOR TOTALS ***					1 CHECKS		1,665.50
004119	WILLIAM J FRENCH							
I-19774 A	DIESEL FUEL ADDITIVE - 55 GAL	R	5/02/2022	2,013.77		236482		
I-19774 B	DIESEL FUEL ADDITIVE - 55 GAL	R	5/02/2022	722.06		236482		2,735.83
	*** VENDOR TOTALS ***					1 CHECKS		2,735.83
002339	STAPLES CONTRACT & COMMERCIAL							
I-3502935609	DRYERASE ALUM FRAME - PW	R	5/02/2022	129.99		236483		
I-3503149115	COPY PAPER - PW	R	5/02/2022	40.99		236483		170.98
	*** VENDOR TOTALS ***					1 CHECKS		170.98
006417	STERNQUIST CONSTRUCTION INC							
I-PAY 10-18THEXT/WGL PAY 10-18TH EXT-WGL TO SPRUCE		R	5/02/2022	88,532.40		236484		88,532.40
	*** VENDOR TOTALS ***					1 CHECKS		88,532.40

VENDOR SET: 01 City of Ankeny
 BANK: APGWB GREAT WESTERN BANK
 DATE RANGE: 4/21/2022 THRU 5/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008350	STIVERS FORD							
I-F20516	UNIT #72 PD INTERCEPTER	R	5/02/2022	36,963.00		236485		36,963.00
	*** VENDOR TOTALS ***					1 CHECKS		36,963.00
000124	SYSCO IOWA INC							
I-239666948	FOOD FOR RESALE -OC	R	5/02/2022	356.85		236486		
I-239670385	FOOD FOR RESALE - OC	R	5/02/2022	251.42		236486		608.27
	*** VENDOR TOTALS ***					1 CHECKS		608.27
008966	THE BUSINESS LETTER INC							
I-75012	IMPRINT FOLDERS - PD	R	5/02/2022	560.00		236487		560.00
	*** VENDOR TOTALS ***					1 CHECKS		560.00
011353	JOSEPH C ROTH							
I-05/05/2022	05/05/22 PROGRAM	E	5/04/2022	100.00		004774		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
009541	MIKLANNET TENNAL							
I-04/2022 CLASSES	APRIL TOT/LA/BBS CLASSES	E	5/04/2022	1,661.60		004782		1,661.60
	*** VENDOR TOTALS ***					1 CHECKS		1,661.60
008496	TRICARE WEST REGION							
I-AFD24568	REFUND	R	5/02/2022	250.66		236488		250.66
	*** VENDOR TOTALS ***					1 CHECKS		250.66
011408	TODD TRIPPLET							
I-03/07/2022 BOOTS	WORK BOOTS	E	5/04/2022	140.00		004784		
I-04/01/2022 TESTS	03/22/22 AND 3/31/22 TESTS	E	5/04/2022	40.00		004784		180.00
	*** VENDOR TOTALS ***					1 CHECKS		180.00
010088	TRUCK CENTER COMPANIES EAST LL							
I-RA301045968:01 B	UNIT #228 REPAIRS	E	5/04/2022	244.20		004770		244.20
	*** VENDOR TOTALS ***					1 CHECKS		244.20
003278	DAVIS EQUIPMENT CORPORATION							
I-JI69280	UNK 120 GRIT - OC	E	5/04/2022	85.00		004742		85.00
	*** VENDOR TOTALS ***					1 CHECKS		85.00
009428	UMB BANK NA							
I-0185400538 05/2022	2014C SEWER REVENUE BONDS-P&I	D	4/28/2022	1,152,025.00		001932		
I-0185400561 05/2022	2014F SEWER REV REF BONDS-P&I	D	4/28/2022	2,863,118.75		001932		4,015,143.75
009428	UMB BANK NA							
I-0185400538 04/2022	2014C SEWER REV BONDS - FEE	D	4/28/2022	250.00		001933		250.00

VENDOR SET: 01 City of Ankeny
 BANK: APGWB GREAT WESTERN BANK
 DATE RANGE: 4/21/2022 THRU 5/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009428	UMB BANK NA							
I-0185400561	04/2022 2014F SEWER REV BONDS - FEES	D	4/28/2022	250.00		001934		250.00
	*** VENDOR TOTALS ***					3 CHECKS		4,015,643.75
002394	THE UNDERGROUND COMPANY LTD							
I-1122	SEWER REPAIR - MU	R	5/02/2022	23,500.00		236489		23,500.00
	*** VENDOR TOTALS ***					1 CHECKS		23,500.00
011423	UNIQUE HOMES							
I-21-8483-NEW	BUILDING PERMIT REIMBURSEMENT	R	5/02/2022	2,197.00		236490		2,197.00
	*** VENDOR TOTALS ***					1 CHECKS		2,197.00
004646	UNITED SEEDS INC							
I-22-12522-OP	GRASS SEED- OC M	R	5/02/2022	960.00		236491		960.00
	*** VENDOR TOTALS ***					1 CHECKS		960.00
005813	EXECUTIVE SERVICES INC							
I-74125	BUSINESS CARDS -SCHAEFER	E	5/04/2022	57.11		004753		57.11
	*** VENDOR TOTALS ***					1 CHECKS		57.11
006789	HD SUPPLY FACILITIES MAINTENAN							
I-930267	MAINT KIT/CHLORINE - MU	E	5/04/2022	772.64		004758		
I-937244	CHLORINE REAGANT SET - MU	E	5/04/2022	231.34		004758		1,003.98
	*** VENDOR TOTALS ***					1 CHECKS		1,003.98
005012	VAN-WALL EQUIPMENT INC							
C-5504565	CR: SPLINED COUPLING	E	5/04/2022	57.06CR		004748		
I-5501044	SPLINED COUPLING-OC	E	5/04/2022	57.06		004748		
I-5504569	SPRING PIN/SPLINED - OC	E	5/04/2022	55.69		004748		55.69
	*** VENDOR TOTALS ***					1 CHECKS		55.69
009013	CELLCO PARTNERSHIP							
I-9904053076	3/13/22-4/12/22 STATEMENT	R	5/02/2022	280.07		236492		280.07
	*** VENDOR TOTALS ***					1 CHECKS		280.07
000482	WALMART COMMUNITY							
I-06243	PAPER TOWELS/PAINT/GLUE - MU	R	5/02/2022	168.81		236493		
I-06380	DOG BOWLS/BEEF - PD KENNEL	R	5/02/2022	43.86		236493		
I-07728	ADDRESS LABELS - FD	R	5/02/2022	9.34		236493		
I-07729	TENNISBALLS - PD	R	5/02/2022	3.97		236493		
I-08005	K EXPRESS -HAWKEYE	R	5/02/2022	59.97		236493		
I-08071	PAPER/PENS - PD	R	5/02/2022	17.41		236493		303.36
	*** VENDOR TOTALS ***					1 CHECKS		303.36

VENDOR SET: 01 City of Ankeny
 BANK: APGWB GREAT WESTERN BANK
 DATE RANGE: 4/21/2022 THRU 5/04/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004796	WALSH DOOR & HARDWARE COMPANY							
I-776313	INTERVIEW MICS - PD	R	5/02/2022	1,868.32		236494		1,868.32
	*** VENDOR TOTALS ***					1 CHECKS		1,868.32
002569	WASTE CONNECTIONS INC							
I-3304770T071	04/01/22-04/30/22 SERVICES-FS2	R	5/02/2022	56.29		236495		
I-3304771T071	04/01/22-04/30/22 SVC FS1/ASC	R	5/02/2022	203.87		236495		
I-3304772T071	04/01/22-04/30/22 SVCS - FS #3	R	5/02/2022	56.29		236495		
I-3304774T071	4/1/22-4/30/22 SERVICES - OCP	R	5/02/2022	112.58		236495		429.03
	*** VENDOR TOTALS ***					1 CHECKS		429.03
011435	MILTON WATKINS							
I-04/2022 SR MEALS	04/2022 REFUND SENIOR MEALS	R	5/02/2022	24.00		236496		24.00
	*** VENDOR TOTALS ***					1 CHECKS		24.00
011428	WEBSTER ELECTRIC INC							
I-21-7924-ELE	ELECTRICAL PERMIT REIMBURSMNT	R	5/02/2022	150.00		236497		
I-21-7931-ELE	ELECTRICAL PERMIT REIMBURSMNT	R	5/02/2022	150.00		236497		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
005120	JAMES R. WILSON							
I-4/25/2022	MEAL REIMBURSEMENT	R	5/02/2022	9.51		236498		9.51
	*** VENDOR TOTALS ***					1 CHECKS		9.51
008820	SIOUXLAND TURF PRODUCTS INC							
I-164669	FERTILIZER-OC	E	5/04/2022	1,290.00		004763		1,290.00
	*** VENDOR TOTALS ***					1 CHECKS		1,290.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	162	1,025,442.31	0.00	1,025,442.31
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	4,015,643.75	0.00	4,015,643.75
EFT:	73	769,336.95	0.00	769,336.95
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGWB TOTALS:	238	5,810,423.01	0.00	5,810,423.01
BANK: APGWB TOTALS:	238	5,810,423.01	0.00	5,810,423.01
REPORT TOTALS:	238	5,810,423.01	0.00	5,810,423.01



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of a dump body for a Public Works Department single axle snow plow truck (replace existing truck #268).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

The purchase of the dump body for the single axle snow plow truck is included in the approved FY 2023 budget.

CITY MANAGER'S RECOMMENDATIONS:

Adopt **RESOLUTION** authorizing the purchase of the dump body for the single axle snow plow truck as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Resolution

RESOLUTION

**RESOLUTION AUTHORIZING THE PURCHASE OF A DUMP BODY FOR A PUBLIC WORKS DEPARTMENT
SINGLE AXLE SNOW PLOW TRUCK**

WHEREAS, the City of Ankeny desires to purchase a dump body which will be used for a new single axle snow plow truck to replace existing truck #268 for the Public Works Department, and;

WHEREAS, the City of Ankeny is a member of Sourcewell, member #67120, the (Contract #080818-EEQ) price for the purchase of a dump body with MacQueen Equipment, is \$46,098.40, and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the proposal from MacQueen Equipment, in the amount of \$46,098.40 is hereby accepted.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue purchase orders from FY 2023 funds to facilitate the purchase of said dump body.

DATED at Ankeny, Iowa, this 2nd day of May, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of a dump body for a Public Works Department single axle snow plow truck (replace existing truck #270).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

The purchase of the dump body for the single axle snow plow truck is included in the approved FY 2023 budget.

CITY MANAGER'S RECOMMENDATIONS:

Adopt **RESOLUTION** authorizing the purchase of the dump body for the single axle snow plow truck as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Resolution

RESOLUTION

RESOLUTION AUTHORIZING THE PURCHASE OF A DUMP BODY FOR A PUBLIC WORKS DEPARTMENT SINGLE AXLE SNOW PLOW TRUCK

WHEREAS, the City of Ankeny desires to purchase a dump body which will be used for a new single axle snow plow truck to replace existing truck #270 for the Public Works Department, and;

WHEREAS, the City of Ankeny is a member of Sourcewell, member #67120, the (Contract #080818-EEQ) price for the purchase of a dump body with MacQueen Equipment, is \$46,098.40, and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the proposal from MacQueen Equipment, in the amount of \$46,098.40 is hereby accepted.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue purchase orders from FY 2023 funds to facilitate the purchase of said dump body.

DATED at Ankeny, Iowa, this 2nd day of May, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of plow components and build of a single axle snow plow truck for the Public Works Department (replace existing truck #268).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

The purchase of the single axle snow plow truck is included in the approved FY 2023 budget.

CITY MANAGER'S RECOMMENDATIONS:

Adopt **RESOLUTION** authorizing the purchase of plow components and build of the single axle snow plow truck as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Resolution

RESOLUTION

RESOLUTION AUTHORIZING THE PURCHASE OF PLOW COMPONENTS AND BUILD OF A PUBLIC WORKS DEPARTMENT SINGLE AXLE SNOW PLOW TRUCK

WHEREAS, the City of Ankeny desires to purchase the components and build of a new single axle snow plow truck to replace existing truck #268 for the Public Works Department, and;

WHEREAS, the City of Ankeny is a member of Sourcewell, member #67120, the (Contract #080818-HPI) price for the purchase of the components and build with Henderson Products, Inc., is \$112,144.00, and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the proposal from Henderson Products, Inc., in the amount of \$112,144.00 is hereby accepted.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue purchase orders from FY 2023 funds to facilitate the purchase of said components and build of a single axle snow plow truck.

DATED at Ankeny, Iowa, this 2nd day of May, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of plow components and build of a single axle snow plow truck for the Public Works Department (replace existing truck #270).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

The purchase of the single axle snow plow truck is included in the approved FY 2023 budget.

CITY MANAGER'S RECOMMENDATIONS:

Adopt **RESOLUTION** authorizing the purchase of plow components and build of the single axle snow plow truck 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 PLOW COMPONENTS AND BUILD OF A PUBLIC WORKS DEPARTMENT SINGLE AXLE SNOW PLOW TRUCK

WHEREAS, the City of Ankeny desires to purchase the components and build of a new single axle snow plow truck to replace existing truck #270 for the Public Works Department, and;

WHEREAS, the City of Ankeny is a member of Sourcewell, member #67120, the (Contract #080818-HPI) price for the purchase of the components and build with Henderson Products, Inc., is \$112,144.00, and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the proposal from Henderson Products, Inc., in the amount of \$112,144.00 is hereby accepted.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue purchase orders from FY 2023 funds to facilitate the purchase of said components and build of a single axle snow plow truck.

DATED at Ankeny, Iowa, this 2nd day of May, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Deliver Exceptional Service

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** authorizing the purchase of a new skid loader for the Municipal Utilities Department.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**
The purchase of the new skid loader is included in the approved FY 2023 budget.

CITY MANAGER'S RECOMMENDATIONS:
Adopt RESOLUTION authorizing the purchase of a new skid loader as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Document

RESOLUTION

RESOLUTION AUTHORIZING THE PURCHASE OF A T770 T4 BOBCAT COMPACT TRACK LOADER FOR THE MUNICIPAL UTILITIES DEPARTMENT

WHEREAS, the City of Ankeny desires to purchase a T770 T4 Bobcat Compact Track Loader which will be used for sewer repairs and maintenance for the Municipal Utilities Department, and;

WHEREAS, Capitol City Equipment is an authorized Bobcat dealer, and;

WHEREAS, the following price is per the Iowa NASPO Construction-SW192 contract, and;

WHEREAS, the price for the purchase of a T770 T4 Bobcat Compact Track Loader with Capitol City Equipment, is \$60,466.95, and;

WHEREAS, the price from Capitol City Equipment, includes a trade-in value of the existing skid loader for \$15,000.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the proposal from Capitol City Equipment, in the amount of \$60,466.95 is hereby accepted.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue purchase orders from FY2023 funds to facilitate the purchase of said T770 T4 Bobcat Compact Track Loader

DATED at Ankeny, Iowa, this 2nd day of May 2022

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



Bobcat

Product Quotation

Quotation Number: AMS-03120v1

Date: 2022-04-14 09:09:35

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
City of Ankeny Waste Water Attn: Roger McFarland 1102 SE Creekview Dr ANKENY, IA 50021 Phone: (515) 965-6483 Email: rmcfarland@ankenyiowa.gov	Justin Velky Capital City Equipment Company, Des Moines, IA 5461 NW 2ND ST. DES MOINES IA 50313-1333 Phone: (515) 243-3353 Fax: (515) 243-0534	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T770 T4 Bobcat Compact Track Loader	M0285	1	\$55,195.70	\$55,195.70
92 HP Turbo Tier 4 Diesel Engine	Lift Arm Support			
Air Intake Heater (Automatically Activated)	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front & Rear			
Backup Alarm	Operator Cab			
Bob-Tach	- Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar, Seat Belt - Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 - Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts)			
Bobcat Interlock Control System (BICS)	Parking Brake: Spring Applied, Pressure Released (SAPR)			
Controls: Bobcat Standard	Tracks: Rubber, 17.7" wide			
Engine/Hydraulic Systems Shutdown	Warranty: 2 years, or 2000 hours whichever occurs first			
Horn				
Instrumentation: Engine Temp & Fuel Gauges, Hourmeter, RPM and Warning Lights				
P69 Performance Package	M0285-P06-P69	1	\$5,219.20	\$5,219.20
Power Bob-Tach	Hydraulic Bucket Positioning			
7-Pin Attachment Control Kit	Automatic Ride Control			
High Flow	Reversing Fan			
2-Speed				
C37 Comfort Package	M0285-P07-C37	1	\$4,504.50	\$4,504.50
Enclosed Cab with AC/Heat	Deluxe Instrument Panel with Keyless Start			
Sound Reduction	Radio			
Cab Accessories Package	Heated Cloth Air Ride Suspension Seat			
Selectable Joystick Controls (SJC)	M0285-R01-C04	1	\$661.50	\$661.50
17.7" Multi-Bar Tracks	M0285-R09-C05	1	\$595.00	\$595.00
Roller Suspension Undercarriage	M0285-R21-C13	1	\$1,249.50	\$1,249.50
80" Severe Duty Bucket	7326129	1	\$1,553.44	\$1,553.44
--- Bolt-On Cutting Edge, 80"	6718008	1	\$323.61	\$323.61

Total of Items Quoted	\$69,302.45
Dealer P.D.I.	\$300.00
Freight Charges	\$810.00
Dealer Assembly Charges	\$72.50
Trade-in New Holland LS190 Skid steer	(\$15,000.00)
Other Charges: Material and Logistics	\$4,982.00
Quote Total - US dollars	\$60,466.95

Notes:

***Prices per the Iowa NASPO Construction - SW192**

***Terms Net 60 Days. Credit cards accepted.**

***FOB Destination**

***State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.**

***TID# 38-0425350**

***Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.**

***Quote valid for 30 days**

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ YES _____ NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Fire

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to amend the purchase price of the two fire engines approved on April 18, 2022 from Reliant Fire Apparatus, Inc. of Slinger, Wisconsin through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing agreement, from \$1,454,316 to \$1,480,880.

EXECUTIVE SUMMARY:

CORRECTION: Following City Council approval on April 18, 2022, it was determined that the purchase price for the two fire engines was incorrect. The original City Council approval assumed that both fire engines were \$727,158, including the cost of performance bonds for a total of \$1,454,316. The actual cost of engine 1 is \$753,722, including the cost of performance bonds and engine 2 is \$727,158, including the cost of performance bonds for a total of \$1,480,880.

The request is to purchase two fire engines through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing agreement. The new engines are needed to replace the current 2004 American LaFrance due for replacement in FY 2023 and FY 2024. This replacement has become more critical as parts for our current American LaFrance engines are becoming more difficult to find as American LaFrance has since gone out of business.

The total cost of \$1,480,880 is due upon delivery and acceptance, which is expected to be in 23-24 months.

FISCAL IMPACT: Yes

The FY 2023 Budget (approved) and FY 2024 Projected Budget (not approved), includes the purchase of an engine in each fiscal year estimated at \$720,000 and \$800,000. Due to supply chain delays and inflationary cost pressures staff is recommending ordering both fire engines with the expectation of delivery and payment sometime in FY 2024.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council amend the purchase price of the two fire engines approved on April 18, 2022 from Reliant Fire Apparatus, Inc. of Slinger, Wisconsin through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing agreement, from \$1,454,316 to \$1,480,880.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Fire Engine Bid

RELIANT FIRE APPARATUS, INC.

P.O. BOX 470 • SLINGER, WISCONSIN 53086 • PHONE (262) 297-5020



April 19, 2022

Ankeny Fire Department
Chief James Clack
120 NW Ash Dr.
Ankeny, IA 50023

Proposal Detail: Reliant Fire Apparatus Proposal #658 dated April 13, 2022 for Two (2) Pierce Velocity Second Generation Pumpers.

Dear Chief Clack,

Thank you for the opportunity to present this Proposal Detail to the Ankeny Fire Department. Attached you will find the completed proposal for the apparatus to be furnished. The pricing information for the Proposal Detail is as follows:

Pricing Summary:

Base Unit Price for One (1) Pierce Velocity Pumper:	\$751,880.00
100% Performance Bond for One (1) Pierce Velocity Pumper:	\$1,842.00
Base Unit Price for Second Pierce Velocity Pumper:	\$725,380.00
100% Performance Bond for Second Pierce Velocity Pumper:	\$1,778.00
Contract Purchase Price:	\$1,480,880.00

100% Performance Bond:

Performance bond prices included in the above summary.

Terms and Conditions:

Pricing Validity – Proposal pricing is valid until April 30, 2022.

Delivery – Unit(s) to be completed and prepared for final inspection within approximately 23 - 24 months from receipt and acceptance of contract or purchase order. Delivery lead time is based on current lead time at time of proposal. Lead time will be determined at time of contract/purchase order award.

Taxes – Any State, Federal, or local taxes are not included. If subject to taxes the amount will be added to the final invoice amount. For a tax-exempt purchase, the purchasing entity tax exempt form is required.

Freight – Delivery shall be F.O.B. Pierce Manufacturing Inc. 2600 American Dr Appleton WI 54914.

Payment Form – Payment to be made in the form of cash or check.

Payment Terms:

Base Option:

Payment due in full to Reliant Fire Apparatus, Inc. N10 days prior to final inspection and delivery from the Pierce Manufacturing, Inc. build location.

Said apparatus and equipment are to be built and shipped in accordance with the proposal hereto attached. Delays due to strikes, war, conflicts, pandemics, supply chain issues, or other causes beyond our control, could alter the delivery schedule.

The proposal herein contained shall form part of the final contract and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of proposal, except for any items deemed to be "non-compliant" by the purchaser. All "non-compliant" items are detailed on the NFPA Statement of Exceptions included with the proposal.

We thank the Ankeny Fire Department for the opportunity to submit Reliant Fire Apparatus proposal #658 to you. Should you have any questions or require any additional information, please do not hesitate contacting me directly, or contacting Reliant Fire Apparatus directly at (262) 297-5020.

Respectfully,

Eric Fibikar

Eric Fibikar
RELIANT FIRE APPARATUS, INC.
319-939-1905
ericf@reliantfire.com



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Fire

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve the purchase of one ambulance from North Central Ambulance Sales and Service of Lester Prairie, Minnesota in the amount of \$315,809 through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing agreement.

EXECUTIVE SUMMARY:

The request is to purchase one ambulance through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing agreement. The new ambulance meets the following goals: improve occupant safety, consistent design with existing ambulances in the fleet, ability for future remount of the ambulance module on a new chassis if desired, meet or exceed Federal Motor Vehicle Safety Standards (FMVSS), KKK-A-1822F and Ambulance Manufacturer Division Standards (AMD), as well as compliance with NFPA 1917 Standard for Automotive Ambulances.

The total cost of \$ 315,809 is due upon delivery, which is expected to be in 18-24 months.

FISCAL IMPACT: **Yes**

The FY 2023 Budget (approved) includes the purchase of an ambulance for \$ 360,000. Due to build time

for the ambulance, staff is recommending ordering with the expectation of delivery and payment sometime in FY 2023.

In addition to final delivered price, additional equipment: a heart monitor, patient cot/load system, medications, and other supplies will be needed. The costs of these items are not readily available due to the delayed delivery time of the ambulance

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve the purchase of one ambulance from North Central Ambulance Sales and Service of Lester Prairie, Minnesota in the amount of \$315,809 through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Executive Summary
 Ambulance Contract



Ankeny Fire Department

FY2023 Approved Ambulance Purchase

Executive Summary

Prepared by Dan Schellhase, Division Chief

April 25, 2022

The Ankeny Fire Department is preparing to purchase a Ford Type I Ambulance that was approved in the FY2023 budget process. The specifications for this ambulance are similar to the last unit we ordered a year ago. The specifications have been developed and approved by our Ambulance Specification Committee comprised of department personnel and a representative of the central garage. As with our previous purchases, specifications are developed with the following goals:

- Improve occupant safety
- Consistent design with existing ambulances in the fleet
- The ability for future remount of the ambulance module on a new chassis if desired
- Meet or exceed Federal Motor Vehicle Safety Standards (FMVSS), KKK-A-1822F and Ambulance Manufacturer Division Standards (AMD), as well as compliance with NFPA 1917 Standard for Automotive Ambulances.

Our current Houston-Galveston Area Council Buying Group (H-GAC) vendor for Braun Ambulance is North Central Emergency Vehicles (Minnesota). They have informed the department they will be able to provide an ambulance utilizing our last specifications under the H-GAC Buying Group.

Recommendation

We recommend placing this order as soon as possible. The build time for the ambulance is approximately 18-24 months out, which means we would accept delivery well into the next fiscal year or even beyond the next fiscal year. Note - There continues to be issues with Ford chassis availability that may result in additional costs beyond the proposed amount from North Central Ambulance.

The proposed budget plan for this purchase includes:

FY2023 Approved Budget	\$360,000
H-GAC Ambulance price	\$315,809
Less Ford Government Price Concession (GPC)	Unknown
<i>Final estimated delivered price</i>	\$315,809

In addition to the final delivered price, we will have to purchase addition equipment like: a heart monitor, patient cot/load system, medications, and other supplies. The costs of these items are not readily available due to the delayed delivery time of the ambulance.

Attached to this summary is the purchase contract from North Central Emergency Vehicles.



A d/b/a of Jerry's Transmission Service Inc.
18448 County Road 9; Lester Prairie, MN 55354
(320) 395-2911
www.ncambulance.com

CONTRACT

Sign in ink in the space provided below. Unsigned contracts will be considered incomplete and will not be valid.

IT IS AGREED BY THE UNDERSIGNED BIDDER AND PURCHASER THAT THE SIGNING AND DELIVERY OF THIS CONTRACT REPRESENTS THE BIDDER'S AND PURCHASER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE BID PROPOSAL AS SUBMITTED TO THE PURCHASER.

Name of Bidder: North Central Ambulance Sales and Service
Address: 18448 County Road 9
Lester Prairie, MN 55354
Phone Number: (320) 395-2911

Signature: _____

Title: David B Cole

Date: April 19, 2022

Contract for: One (1) (Braun Chief XL Type 1 F 550 4 wd).

Bid Price: \$ 315,809.00

Purchase Order # _____

Purchasing organization: City of Ankeny Fire Department
Address: 410 W 1st Street
Ankeny, Iowa 50023-1557
Phone Number: 515 965 6472

Signature: _____

Title:

Date this contract is signed: _____

(Must be signed by an officer of the purchaser.)

Delivery of the new ambulance will be made to Ankeny Fire Department; Ankeny, Iowa to the terms of the bid proposal. Payment of the total amount of the ambulance is due upon delivery to Ankeny Fire Department - Ankeny, Iowa.



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** waiving approval of the final plat for Timber Valley Estates Plat 1.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept **RESOLUTION**.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Final Plat
 Future Land Use Map
 Applicant Letter

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Derek Silverthorn, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3557

RESOLUTION

**RESOLUTION WAIVING APPROVAL OF THE FINAL PLAT
FOR TIMBER VALLEY ESTATES PLAT 1**

WHEREAS, Civil Design Advantage, LLC, on behalf of Strahan Construction, Inc, has submitted the final plat for Timber Valley Estates Plat 1 for approval, which lies within Polk County and the two-mile territorial jurisdiction of the City of Ankeny, Iowa; and

WHEREAS, City staff have reviewed said Final Plat, and find that it is located outside the City of Ankeny Planning Boundary; therefore, City staff recommend that City Council waive approval of said Final Plat.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby accepts the recommendation by City staff, and deems it appropriate to waive approval of the final plat for Timber Valley Estates Plat 1.

PASSED AND APPROVED this 2nd day of May, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

INDEX LEGEND

LOCATION: PT NW1/4 NE1/4 SEC 32-80-24
POLK COUNTY, IOWA

REQUESTOR: STRAHAN CONSTRUCTION
LUKE STRAHAN
477 SW CAMDEN DRIVE
ANKENY, IOWA 50023

PROPRIETOR: STRAHAN CONSTRUCTION
LUKE STRAHAN
477 SW CAMDEN DRIVE
ANKENY, IOWA 50023

SURVEYOR: LOUIS M. KELEHAN

COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY
& RETURN TO: CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: 515-369-4400

OWNER

STRAHAN CONSTRUCTION COMPANY, INC
LUKE STRAHAN
477 SW CAMDEN DRIVE
ANKENY, IOWA 50023

DEVELOPER

STRAHAN CONSTRUCTION
LUKE STRAHAN
477 SW CAMDEN DRIVE
ANKENY, IOWA 50023
PH: 515-238-7414

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111

ZONING

EXISTING: POLK COUNTY RR -
RURAL RESIDENTIAL DISTRICT

BULK REGULATIONS

CLUSTER OPTION

MINIMUM LOT WIDTH: 100'
MINIMUM LOT SIZE: 20,000 SF
FRONT YARD SETBACK: 30'
SIDE YARD SETBACK: 10'
REAR YARD SETBACK: 30'

DATE OF SURVEY

JANUARY 3, 2022

NOTES

1. ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
2. LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.
3. MAILBOXES WITHIN THE R.O.W. SHALL BE OF BREAKAWAY DESIGN.
4. ANY SUBSURFACE DRAINAGE FACILITIES THAT ARE DISTURBED MUST BE RESTORED OR REROUTED BY THE PROPERTY OWNER.
5. POST DEVELOPMENT RUNOFF SHALL NOT ADVERSELY AFFECT DOWNSTREAM DRAINAGE FACILITIES OR PROPERTY OWNERS.
6. THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF DRAINAGE SWALES LOCATED WITHIN ALL PRIVATE OVERLAND FLOWAGE EASEMENTS.
7. OUTLOTS 'X', 'Y' AND 'Z' WILL BE OWNED BY A HOMEOWNER'S ASSOCIATION AND WILL BE USED FOR COMMON OPEN SPACE, OVERLAND FLOWAGE, AND STORM WATER DETENTION.
8. THE HOMEOWNER'S ASSOCIATION SHALL MAINTAIN ALL PRIVATE STORM SEWER PIPES WITHIN PRIVATE STORM SEWER EASEMENTS. THE HOMEOWNER'S ASSOCIATION SHALL MAINTAIN THE PRIVATE STORM WATER DETENTION BASINS AND OUTLET PIPES WITHIN THE PRIVATE OVERLAND FLOWAGE AND DETENTION EASEMENTS ON OUTLOT 'Y' AND OUTLOT 'Z'.
9. IT SHALL BE THE DEVELOPER'S RESPONSIBILITY TO APPLY FOR AND OBTAIN ANY STORM WATER DISCHARGE PERMITS FROM THE IOWA DNR.
10. ALL SERVICES TO UTILITIES LOCATED ON THE OPPOSITE SIDE OF THE ROADWAY MUST BE BORED UNDER THE ROAD AT THE LOT OWNER'S EXPENSE.
11. ANY NEW ENTRANCE/LOT ACCESS WILL REQUIRE A POLK COUNTY ENTRANCE PERMIT.
12. ACCESS TO EACH LOT IS RESTRICTED TO THE SUBDIVISION ROADS.
13. SANITARY SEWER SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE IOWA SUDAS SPECIFICATIONS.
14. A POLK COUNTY SEWER CONNECTION PERMIT IS REQUIRED FOR ANY NEW CONNECTION TO COUNTY SEWER.
15. WATER SERVICE SOURCE WILL BE DES MOINES WATER WORKS.
16. STREET LOTS A & B SHALL BE DEDICATED TO POLK COUNTY FOR ROADWAY PURPOSES AT SUCH TIME THE ROADWAY HAS BEEN APPROVED AND ACCEPTED INTO THE POLK COUNTY SECONDARY ROAD SYSTEM BY THE POLK COUNTY BOARD OF SUPERVISORS.
17. SUMP LINES FOR LOTS 10 AND 11 WILL OUTLET TO THE REAR YARDS. FOR ALL OTHER LOTS, PRIVATE COLLECTION LINES MAINTAINED BY THE HOMEOWNERS ASSOCIATION WILL BE INSTALLED FOR SUMP LINES. INDIVIDUAL SUMP LINES FROM THE HOMES TO THE PRIVATE COLLECTION LINE WILL BE MAINTAINED BY THE INDIVIDUAL HOMEOWNER.
18. EFFECTIVE DATE OF FLOOD PLAIN IS FEBRUARY 1, 2019 AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP FOR POLK COUNTY, IOWA, MAP NUMBER 19153C0185F.
19. POLK COUNTY DOES NOT REQUIRE OR ISSUE PERMITS FOR SIDEWALKS AND DOES NOT ACCEPT LIABILITY AND/OR RESPONSIBILITY FOR CONSTRUCTION, PLACEMENT, REPAIR, OR MAINTENANCE OF ANY STREET SIDEWALK INSTALLED IN THE PLAT BY ANY HOMEOWNER.
20. STREETLIGHTS AND SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS IF ANNEXED INTO THE CITY OF ANKENY.
21. THIS PLAT IS BEING PREPARED UTILIZING THE CLUSTER DEVELOPMENT OPTION UNDER THE RURAL RESIDENTIAL DISTRICT REQUIRING A MINIMUM OF 7.95 ACRES (25%) OF OPEN SPACE. THIS REQUIRED OPEN SPACE IS LOCATED WITHIN OUTLOTS 'X', 'Y' & 'Z' AND SHALL BE MAINTAINED AS PERMANENT UNBUILDABLE OPEN SPACE BY THE HOMEOWNERS ASSOCIATION.
22. MAINTENANCE OF ALL DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
23. CULVERTS TO BE USED FOR CROSSING DRAINAGE EASEMENTS SHALL BE DESIGNED BY A LICENSED ENGINEER.
24. FUTURE DEVELOPMENT OF THE PROPERTY IS SUBJECT TO ARTICLE 7, SECTION 4, "NATURAL RESOURCE PROTECTION, WOODLANDS" OF THE POLK COUNTY ZONING ORDINANCE, WHICH PRESERVES WOODED AREAS OF THE PROPERTY.
25. THE WOODLAND PROTECTION EASEMENTS FOR THIS PLAT ARE AREAS DESIGNATED TO BE 100% PROTECTED AND UNDISTURBED, PER POLK COUNTY ZONING ORDINANCE, ARTICLE 7, NATURAL RESOURCE PROTECTION, SECTION 4, WOODLANDS, WHEREAS WOODLAND REMOVAL AND MITIGATION IS PROPOSED, WITH THE REMAINING WOODLAND AREAS TO BE PROTECTED BY WOODLAND PROTECTION EASEMENTS. THE RESOURCE CALCULATIONS FOR THIS SUBDIVISION PLAT INCLUDES 9.3 ACRES OF MATURE WOODLANDS AND 2.9 ACRES OF YOUNG WOODLANDS TO REMAIN UNDISTURBED.
26. YOUNG WOODLANDS AREAS SHALL BE PROTECTED OR MITIGATED AT A MINIMUM OF 50% AND MATURE WOODLANDS AREAS AT A MINIMUM OF 75%.
27. ANY TREE REMOVALS AND NATIVE SLOPE MODIFICATION ON SLOPES GREATER THAN 5:1 OR WITHIN THE SAFE SLOPE BUILDING SETBACK LINE SHALL REQUIRE ADDITIONAL GEOTECHNICAL INVESTIGATION BY A LICENSED GEOTECHNICAL ENGINEER. NO FILL FROM HOMEOWNER/HOMEBUILDERS SHALL BE ALLOWED WITHIN THE TREE LINE OR ON SLOPES STEEPER THAN 5:1 WITHOUT ADDITIONAL GEOTECHNICAL INVESTIGATION.
28. THE SAFE SLOPE BUILDING SETBACK WAS RECOMMENDED BY THE GEOTECHNICAL ENGINEER. TOP OF SLOPE IS ESTABLISHED AS GENERALLY THAT POINT WHERE THE GRADED SLOPE IS 3:1. THE SETBACK IS ESTABLISHED AT 15 FEET FROM THAT POINT, WHERE THE EXISTING SLOPE ARE MAINTAINED, THE SETBACK IS ESTABLISHED AT GENERALLY THAT POINT WHERE THE SLOPE IS 5:1.
29. CONSTRUCTION WITHIN THE SAFE SLOPE SETBACK SHALL REQUIRE FOUNDATION DESIGN BY A PROFESSIONAL STRUCTURAL ENGINEER AND SLOPE STABILIZATION REVIEW AND DESIGN BY A PROFESSIONAL GEOTECHNICAL ENGINEER.
30. CMT SLOPE STABILITY ANALYSIS REQUIRES SPECIFIC FILL AND RE-GRADING PROCEDURES FOR STEEP SLOPES (5:1) ON LOTS 1-9 TO INCLUDE A NOTCH AND WEDGE TYPE INSTALLATION METHOD. STRUCTURAL AND GEOTECHNICAL ENGINEERS OF RECORD SHALL DETERMINE THE NEED FOR ENHANCEMENTS TO PROTECT SAFE SLOPE AND LONG-TERM STABILITY TO POTENTIALLY INCLUDE STRUCTURAL ENHANCEMENTS SUCH AS SPECIALTY FOUNDATIONS, RETAINING WALLS, AND DRAINAGE CONTROLS. SEE THE CMT SLOPE STABILITY ANALYSIS AND GEOTECHNICAL REPORT SUBMITTED WITH THE PRELIMINARY PLAT.
31. LOT 15 ACCESS SHALL BE FROM THE SOUTH. ACCESS FROM THE WEST IS PROHIBITED.
32. BUILDING ENVELOPES ARE SHOWN RANGING FROM 60'-80' WIDE X 60'-70' DEEP AND ARE SCHEMATIC ONLY. ACTUAL PLACEMENT AND SIZE MAY VARY. MINIMUM CONTIGUOUS AREA OF BUILDING ENVELOPES SHOWN IS 3,600 S.F.

TIMBER VALLEY ESTATES PLAT 1
MAJOR FINAL PLAT

PLAT DESCRIPTION

THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE WEST 503 FEET OF THE NORTH 500 FEET THEREOF, AND EXCEPT THE WEST 30 FEET OF THE SOUTH 175 FEET THEREOF, AND EXCEPT ROADS.

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PROPERTY CONTAINS 31.96 ACRES (1,391,991 SQUARE FEET).

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	28°13'54"	600.00'	295.64'	S76°25'53"W	292.66'
C2	19°59'58"	750.00'	261.79'	S72°18'55"W	260.47'
C3	15°28'29"	750.00'	202.57'	N89°56'51"W	201.95'
C4	81°15'04"	100.00'	141.81'	S57°09'52"W	130.22'
C5	35°37'26"	330.00'	205.18'	S10°07'37"W	201.89'
C6	23°06'56"	200.00'	80.69'	S16°22'52"W	80.14'
C7	63°38'17"	55.00'	61.09'	S56°53'44"W	58.00'
C8	73°57'50"	55.00'	71.00'	N54°18'12"W	66.17'
C9	24°30'44"	55.00'	23.53'	N29°34'40"W	23.35'
C10	22°08'42"	55.00'	21.26'	N06°14'56"W	21.13'
C11	1°30'03"	230.00'	6.02'	N05°34'26"E	6.02'
C12	21°36'53"	230.00'	86.77'	N17°07'54"E	86.25'
C13	14°14'56"	300.00'	74.61'	N20°48'52"E	74.41'
C14	21°22'30"	300.00'	111.92'	N03°00'10"E	111.27'
C15	86°04'56"	25.00'	37.56'	N50°43'34"W	34.13'
C16	33°40'02"	25.00'	14.69'	S24°31'07"E	14.48'
C17	7°50'07"	780.00'	106.67'	S82°18'55"W	106.58'
C18	6°11'26"	780.00'	84.28'	S89°19'41"W	84.24'
C19	12°59'39"	790.00'	179.16'	S88°42'26"E	178.78'
C20	5°21'59"	780.00'	73.06'	N84°53'36"W	73.03'
C21	29°04'20"	70.00'	35.52'	S83°15'14"W	35.14'
C22	82°58'32"	40.00'	57.93'	S27°13'48"W	53.00'
C23	48°06'11"	55.00'	46.18'	S09°47'38"W	44.83'
C24	51°01'45"	55.00'	48.98'	S59°21'36"W	47.38'
C25	42°38'51"	55.00'	40.94'	N73°48'06"W	40.00'
C26	42°38'51"	55.00'	40.94'	N31°09'16"W	40.00'
C27	52°25'01"	55.00'	50.32'	N16°22'40"E	48.58'
C28	21°45'00"	55.00'	20.88'	N53°27'41"E	20.75'
C29	31°16'04"	40.00'	21.83'	N48°42'08"E	21.56'
C30	20°17'55"	130.00'	46.06'	N41°52'56"E	45.82'
C31	45°46'08"	130.00'	103.85'	N74°54'20"E	101.11'
C32	8°46'35"	720.00'	110.29'	S86°30'33"E	110.18'
C33	8°48'10"	720.00'	110.62'	N84°42'06"E	110.51'
C34	9°02'55"	720.00'	113.71'	N75°46'33"E	113.59'
C35	8°56'10"	720.00'	112.29'	N66°47'01"E	112.18'
C36	14°26'10"	630.00'	158.73'	N69°32'01"E	158.31'
C37	13°47'45"	630.00'	151.69'	N83°38'58"E	151.33'
C38	2°58'57"	570.00'	29.67'	N89°03'22"E	29.67'
C39	12°42'11"	570.00'	126.38'	N84°11'45"E	126.12'
C40	86°04'56"	25.00'	37.56'	S35°21'23"W	34.13'
C41	28°13'54"	570.00'	280.86'	S76°25'53"W	278.03'
C42	20°19'20"	360.00'	127.69'	S02°28'34"W	127.02'
C43	1°15'57"	780.00'	17.23'	S77°45'52"W	17.23'
C44	16°04'55"	780.00'	218.93'	N70°21'24"E	218.21'
C45	12°14'53"	360.00'	76.96'	S18°45'41"W	76.81'
C46	68°17'41"	40.00'	47.68'	S09°15'43"E	44.91'
C47	68°29'09"	55.00'	65.74'	S09°09'59"E	61.90'

LINE DATA

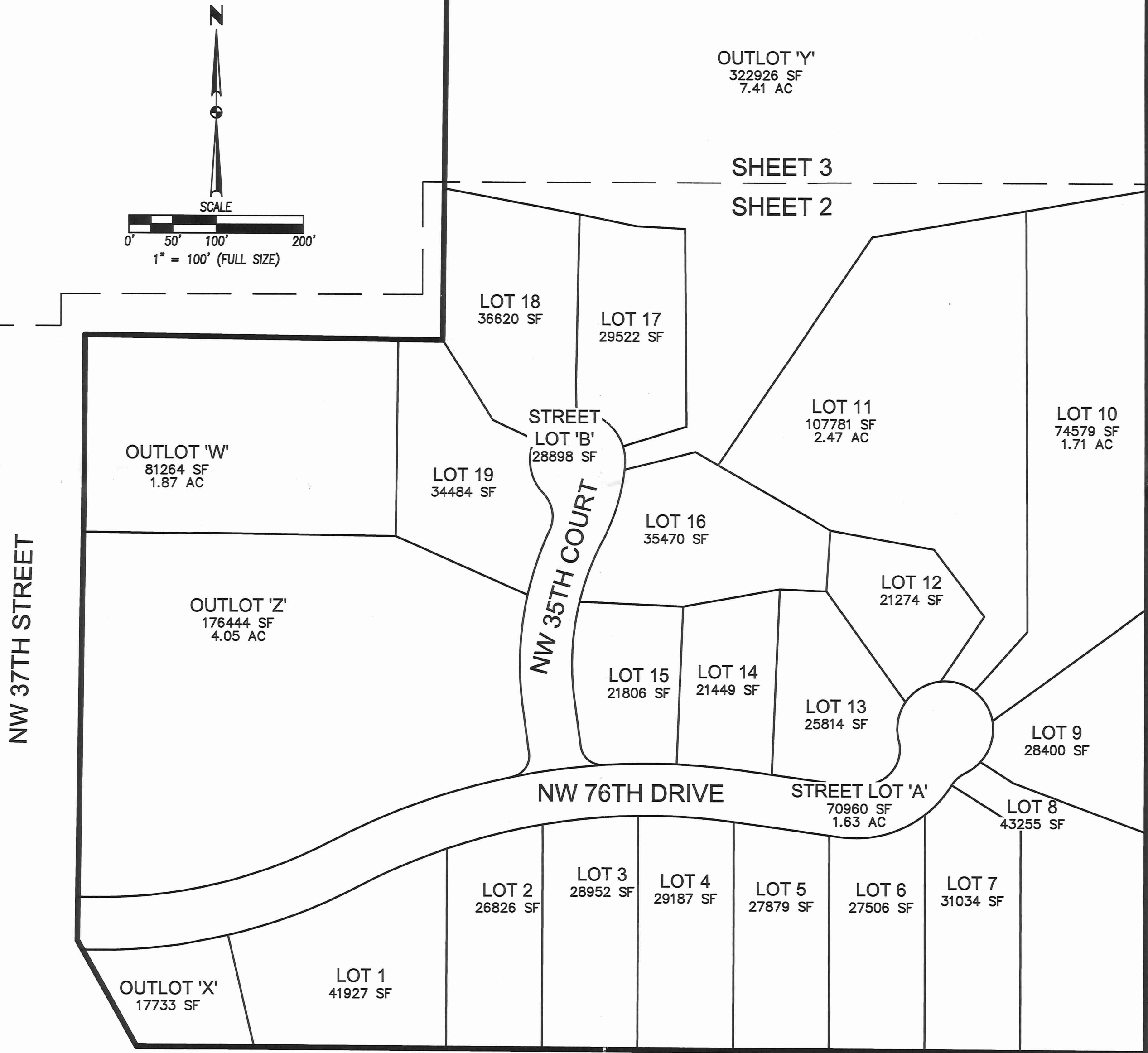
LINE	BEARING	LENGTH
L1	N23°05'34"E	46.67'
L2	N03°49'00"E	51.87'
L3	N79°29'10"E	54.36'
L4	S64°07'27"E	27.45'
L5	S84°10'02"E	32.67'
L6	S31°51'40"E	46.62'
L7	S88°43'42"E	157.39'
L8	N70°21'45"E	171.83'
L9	N88°33'57"E	156.04'
L10	N89°30'08"E	427.61'
L11	N00°41'34"W	127.00'
L12	N22°08'23"E	37.69'
L13	N05°15'17"W	79.41'
L14	N51°22'59"W	117.55'
L15	N54°12'24"E	68.06'
L16	N38°57'29"E	47.60'
L17	N21°22'53"E	20.44'
L18	N09°42'01"W	101.44'
L19	N58°00'06"W	106.40'
L20	N37°26'20"W	160.99'
L21	S85°47'51"W	58.54'
L22	S16°44'59"W	119.16'
L23	S66°38'48"E	40.61'
L24	S57°12'17"E	110.58'
L25	S36°25'12"W	32.75'
L26	N70°41'15"W	85.38'
L27	S65°54'14"W	34.58'
L28	S37°45'11"E	61.74'
L29	S55°09'19"W	65.30'
L30	S29°34'53"W	69.58'
L31	N75°17'08"W	107.27'
L32	S80°52'16"W	38.95'
L33	N77°17'03"W	22.76'
L34	S64°02'29"W	15.53'
L35	N62°35'16"W	31.87'
L36	N83°44'00"W	32.78'
L37	S64°00'18"W	15.62'
L38	N14°24'35"W	34.36'
L39	S58°28'31"E	30.71'
L40	N77°32'37"E	34.84'
L41	S59°12'31"E	45.43'
L42	N76°09'55"E	25.99'
L43	N44°10'00"E	94.87'
L44	N25°00'43"W	40.51'
L45	N09°43'39"W	133.68'
L46	N55°26'22"E	75.40'
L47	N29°29'38"E	192.67'
L48	N89°12'43"E	324.57'
L49	S55°52'02"E	9.09'
L50	N86°11'58"E	134.15'

UTILITY PROVIDERS

WATER: DES MOINES WATER WORKS
BRYAN POLLPETER
BPOLLPET@DMWWW.COM
515 323 6204

WASTE WATER: DES MOINES METROPOLITAN
WASTEWATER RECLAMATION AUTHORITY
NICHOLAS CARTER
NFCARTER@DMGOV.ORG

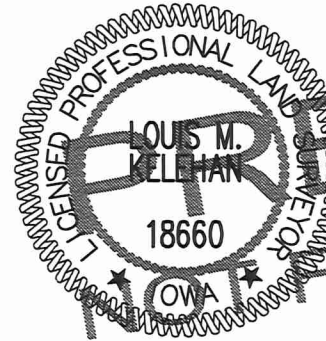
ELECTRICITY/GAS: MIDAMERICAN ENERGY
KENT WEEDEN
KENT.WEEDEN@MIDAMERICAN.COM
515 252 6545



LEGEND

SECTION CORNER AS NOTED
1/2" REBAR, YELLOW PLASTIC CAP #15980
(UNLESS OTHERWISE NOTED)
MEASURED BEARING & DISTANCE
RECORDED BEARING & DISTANCE
DEEDED BEARING & DISTANCE
PUBLIC UTILITY EASEMENT
CURVE ARC LENGTH
LOT ADDRESS
CENTERLINE
SECTION LINE
EASEMENT LINE
BUILDING SETBACK LINE
PLAT BOUNDARY

FOUND	SET
▲	△
●	○
M	
R	
D	
P.U.E.	
AL	
(1234)	



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
LOUIS M. KELEHAN
18660
DATE
SHEETS 1 THROUGH 3

DATE

REVISIONS

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400

REVIEW:

TECH:

ENGINEER:

CIVIL DESIGN ADVANTAGE

POLK COUNTY, IOWA

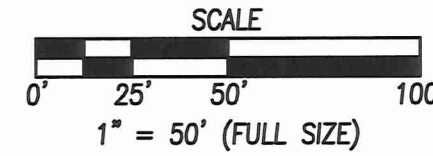
TIMBER VALLEY ESTATES PLAT 1
FINAL PLAT

RECEIVED
APR 11 2022
CITY OF ANKENY

1
3
1901.025

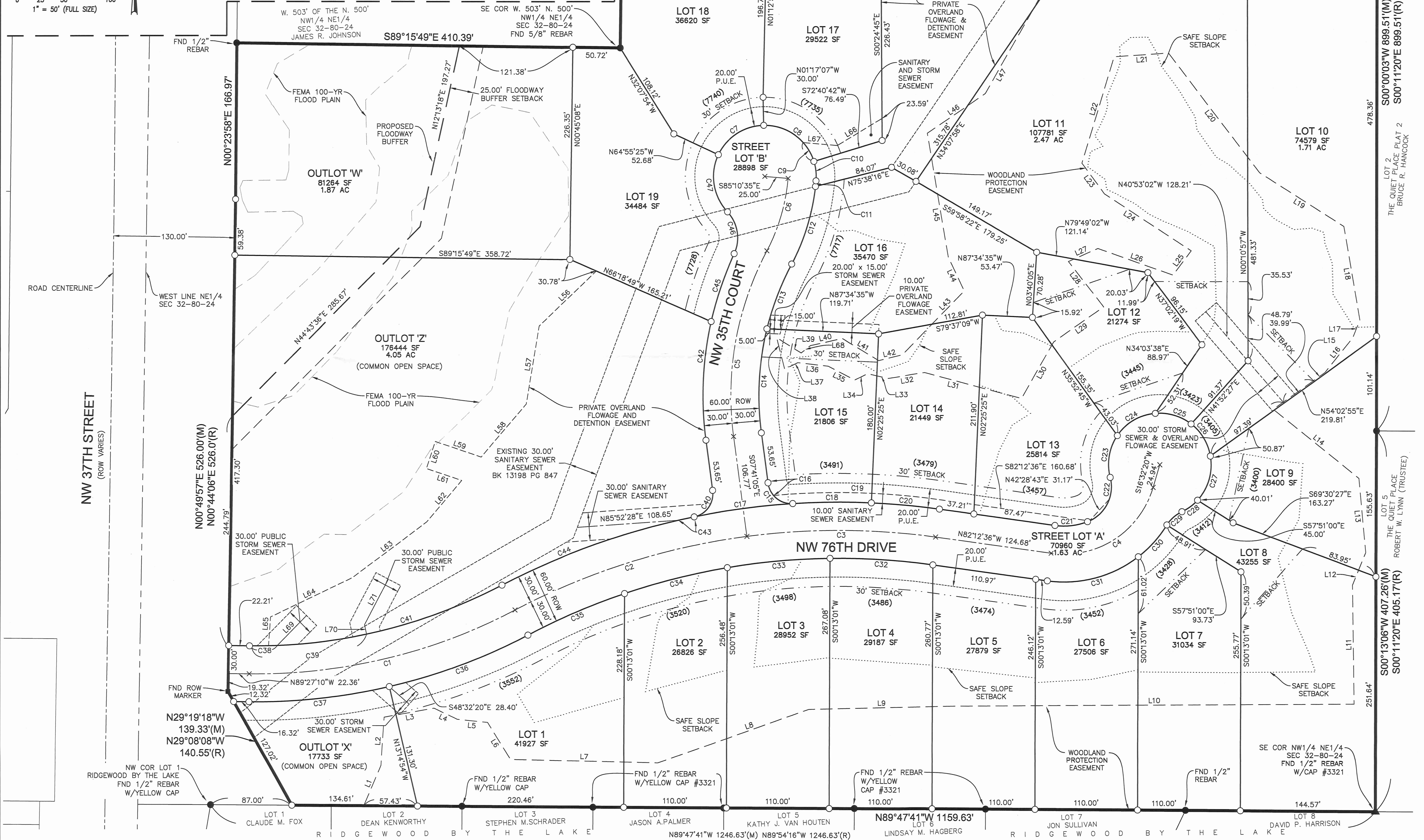
TIMBER VALLEY ESTATES PLAT 1

MAJOR FINAL PLAT



MATCH LINE: SEE SHEET 3

MATCH LINE: SEE SHEET 3



FILE: H:\2019\ESTATES\TIMBER VALLEY ESTATES PLAT 1.DWG
DATE: 11/17/2022
DRAWN BY: JON EDDLE
CHECKED BY: JON EDDLE
COMMENTS: NONE

DATE	REVISIONS
11/17/2022	1

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400



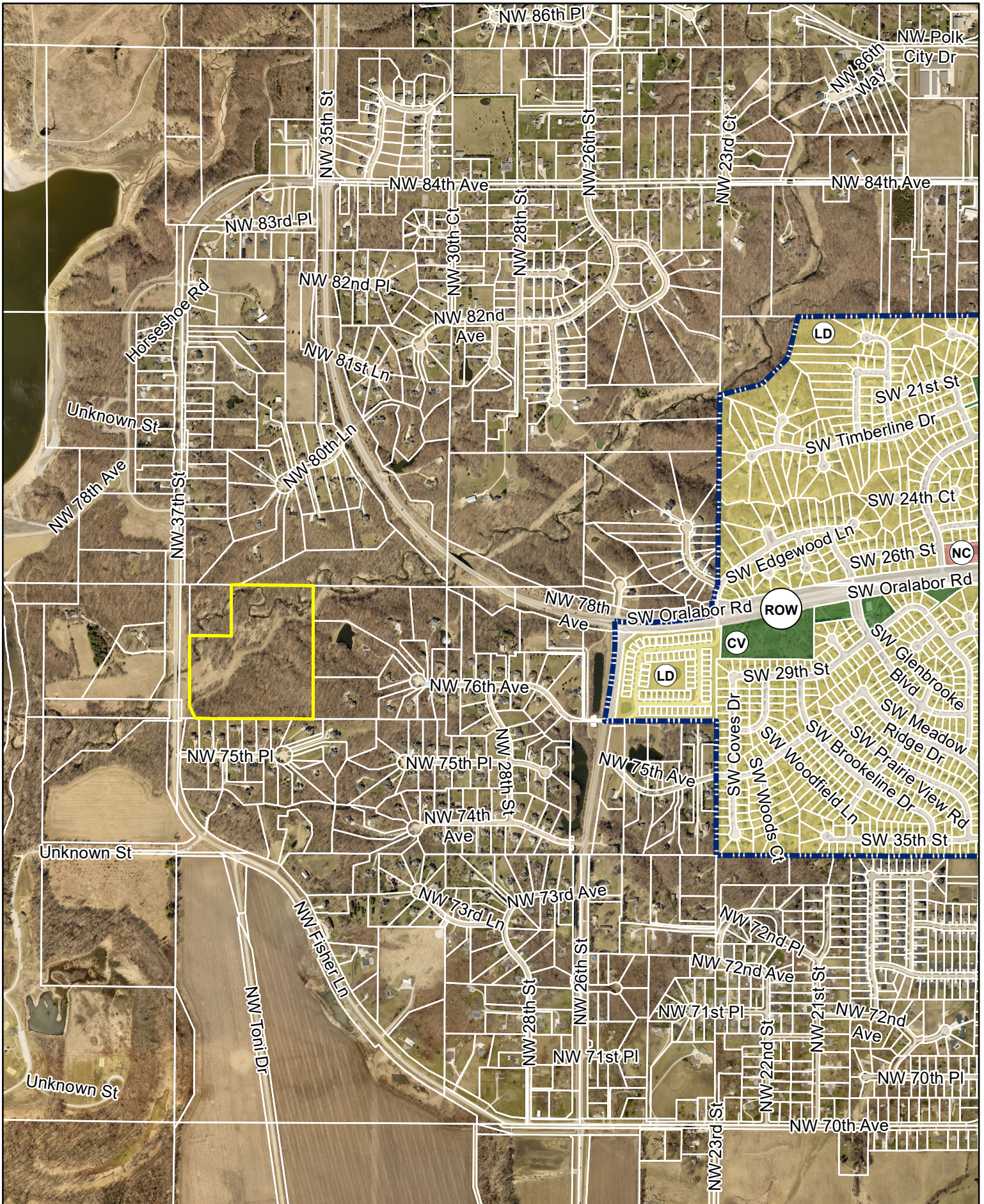
CIVIL DESIGN ADVANTAGE
POLK COUNTY, IOWA

TIMBER VALLEY ESTATES PLAT 1
FINAL PLAT

MAJOR FINAL PLAT



TIMBER VALLEY ESTATES PLAT 1
PLAT 1
1901.025
POLK COUNTY, IOWA



N



1 inch = 1,200 feet

Date: 4/22/2022

Timber Valley Estates Plat 1 Future Land Use Map



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

April 7, 2022

Honorable Mayor, City Council and Plan and Zoning Commission Members
City of Ankeny
220 West First Street
Ankeny, Iowa 50023

RE: Timber Valley Estates
Final Plat

Dear Honorable Mayor and City Council

On behalf of Strahan Construction, we hereby submit a final plat for Timber Valley Estates. We understand that as this plat is outside Ankeny corporate limits and outside the Ankeny Comprehensive Plan Planning Boundary and will not go through the typical tech review process and that the City will waive review. We hereby request that Council approve a resolution waiving review.

Thank you.
CIVIL DESIGN ADVANTAGE, LLC

Bob Gibson, Project Manager

cc: Luke Strahan, Strahan Construction

RECEIVED

APR 11 2022

CITY OF ANKENY



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider an amendment to the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for certain property owned by Hardship Land LLC located south of NW 36th Street and East of NW Weigel Drive. (date of hrg: 5/16/22 @ 5:30 p.m)

EXECUTIVE SUMMARY:

Hardship Land LLC is requesting an amendment to the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map. The property subject to the proposed map amendment consists of one parcel that is approximately 17.56 acres and is located south of NW 36th Street and east of NW Weigel Drive. The Future Land Use Map currently classifies the subject area as Low Density Residential. The applicant is proposing to reclassify the area to Medium Density Residential.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting a public hearing for May 16, 2022 at 5:30pm.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended approval at their meeting on April 19, 2022.

PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice
 LUP Map
 Applicant Letter
 Aerial Map

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER AN AMENDMENT TO THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP FOR CERTAIN PROPERTY OWNED BY HARDSHIP LAND, LLC, LOCATED SOUTH OF NW 36TH STREET AND EAST OF NW WEIGEL DRIVE

WHEREAS, on the 5th day of April, 2022, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 19th day of April, 2022, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map from Low Density to Medium Density Residential; and

WHEREAS, the City Council now deems it necessary to provide for the notice and hearing of said amendment to reclassify the following described property:

LEGAL DESCRIPTION:

THE SOUTH 600 FEET OF THE NORTH 633 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA

LAYMAN'S DESCRIPTION:

Approximately 17.56-acres (+/-) located south of NW 36th Street,
east of NW Weigel Drive.

NOW, THEREFORE, BE IT 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 16th day of May, 2022, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, to reclassify the above-described property owned by Hardship Land, LLC, from Low Density to Medium Density Residential; and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

PASSED AND APPROVED this 2nd day of May, 2022.

CITY OF ANKENY, IOWA

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 AN AMENDMENT TO THE
ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE
MAP FOR CERTAIN PROPERTY OWNED BY HARDSHIP LAND, LLC, LOCATED
SOUTH OF NW 36TH STREET AND EAST OF NW WEIGEL DRIVE**

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will consider an amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, to reclassify the following described property owned by Hardship Land, LLC, from Low Density to Medium Density:

LEGAL DESCRIPTION:

THE SOUTH 600 FEET OF THE NORTH 633 FEET OF THE EAST HALF OF THE
NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24
WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK
COUNTY, IOWA

LAYMAN'S DESCRIPTION:

Approximately 17.56-acres (+/-) located south of NW 36th Street,
east of NW Weigel Drive.

NOTICE IS FURTHER GIVEN that the proposed amendment, as described above, will affect only the above-described property.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the City Council will hold a public hearing at 5:30 p.m. on the 16th day of May, 2022, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendment, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

DATED this 2nd day of May, 2022.

CITY OF ANKENY, IOWA

Michelle Yuska, City Clerk

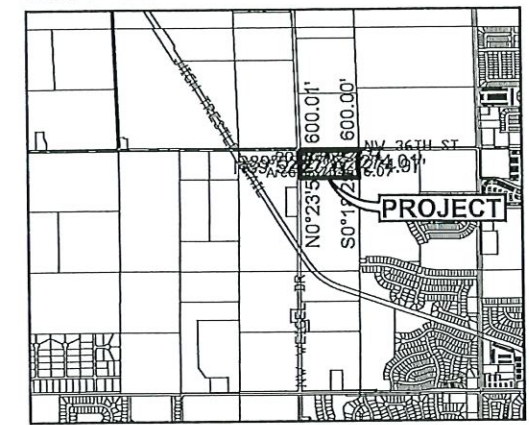
Published in the Des Moines Register on the ____ day of _____, 2022.

THIS MAP WAS PREPARED BY THE POLK COUNTY ENGINEER'S OFFICE FOR THE POLK COUNTY ENGINEER. THE POLK COUNTY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA OR THE RESULTS OF THE ANALYSIS. THE POLK COUNTY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA OR THE RESULTS OF THE ANALYSIS.



VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER / APPLICANT

HARDSHIP LAND LLC
CONTACT: SONNY HALL
303 LOCUST ST STE 400
DES MOINES, IA 50309-1770
PH. (515) 489-0878

LAND USE DESIGNATION

EXISTING: LDR: LOW DENSITY RESIDENTIAL (17.56 AC)
PROPOSED: MDR: MEDIUM DENSITY RESIDENTIAL (17.56 AC)

PROPOSED LAND USE AMENDMENT DESCRIPTION

THE SOUTH 600 FEET OF THE NORTH 633 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date	April 14, 2022
Ayes	7
Nays	0
Abstain	—
Absent	—
APPROVED	
G. Hunter	Chairperson
B. Hughes	Secretary

HARMON PROPERTY	
LAND USE AMENDMENT	
1 / 1	
2107.612	
ANKENY, IOWA	
CIVIL DESIGN ADVANTAGE	
ENGINEER: EKO	
TECH: MST	
3405 S.E. CROSSROADS DRIVE, SUITE G	
GRIMES, IOWA 50111	
PHONE: (515) 369-4400 FAX: (515) 369-4410	
REVISIONS	
DATE	
03/24/22	
03/24/22	
03/24/22	



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

March 4, 2022

Honorable Mayor, City Council & Planning & Zoning Commission
c/o Eric Carstens
City of Ankeny
Community Development Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Harmon Property – Comprehensive Plan Amendment

Honorable Mayor, City Council and Planning & Zoning Commission;

On behalf of Hardship Land LLC, we submit herewith the following request to modify the city's comprehensive plan on approximately 17.6 acres from Low Density Residential to Medium Density Residential. The property is located on the southeast corner of NW 36th Street and NW Weigel Drive and contains 75 acres in its entirety. To provide for some diversification of housing within this large parcel of land the developer would like to have the ability to provide some medium density residential along 36th Street. The land use plan calls for a mix of residential uses within this roadway corridor with high density residential to the east and mixed use to the west. Transitioning from high density residential to medium density residential along the NW 36th Street corridor would be an appropriate transition to step down the density and provide a higher density product along NW 36th Street which is classified as a principal arterial roadway. Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

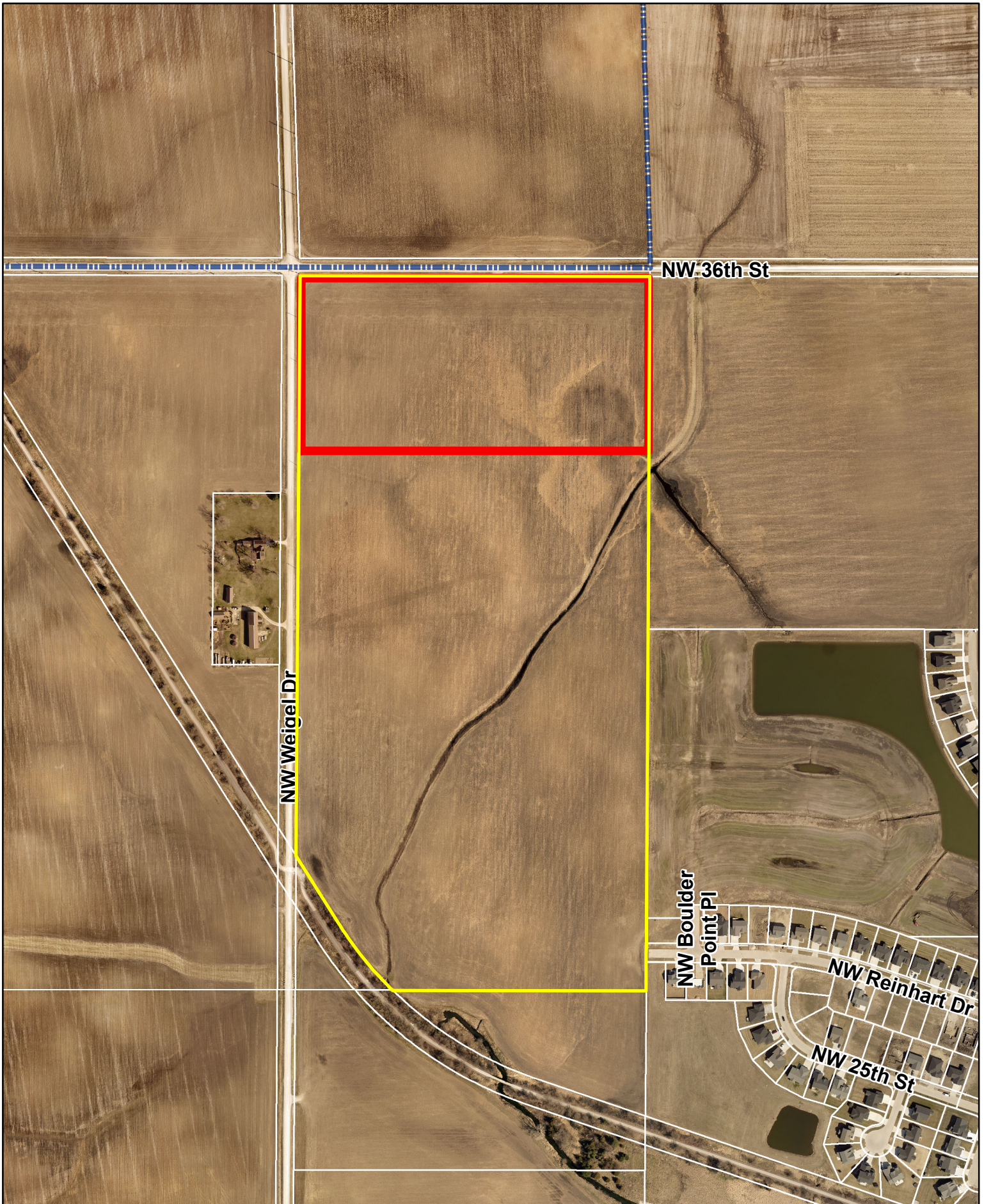
Erin K. Ollendike, P.E.

cc: Adam Grubb, Sonny Hall & Darryl Bresson – Hardship Land LLC

RECEIVED

MAR 04 2022

CITY OF ANKENY



N



1 inch = 450 feet

Date: 3/28/2022

**Harmon Property
Land Use Amendment**



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to grant preliminary approval of Grove Landing Plat 4 Final Plat.

EXECUTIVE SUMMARY:

The Grove Landing Plat 4 is a proposed 8.67-acre (+/-) plat located west of NW Weigel Drive and south of future NW 13th Street. This plat is just south of Grove Landing Plat 1 and would complete portions of NW Driftwood Drive and NW Watercrest Dr constructed in Plat 1, and create NW 12th St. The subject plat creates 39 single-family lots and a street lot. The proposed plat is in general conformance with the Grove Landing PUD that was approved by the City Council February 15, 2021.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Grant preliminary approval of Grove Landing Plat 4.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended approval at their meeting on November 16, 2021.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Staff Report
 Aerial Map
 P&Z Minutes
 Applicant Letter
 final plat

Agenda Item: Grove Landing Plat 4 – Final Plat
Report Date: November 11, 2021
Prepared by: Jake Heil
Associate Planner

ESC

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of Grove Landing Plat 4 Final Plat.

Project Summary:

The Grove Landing Plat 4 is a proposed 8.67-acre (+/-) plat located west of NW Weigel Drive and south of future NW 13th Street. This plat is just south of Grove Landing Plat 1 and would complete portions of NW Driftwood Drive and NW Watercrest Dr constructed in Plat 1, and create NW 12th St. The subject plat creates 39 single-family lots and a street lot. The proposed plat is in general conformance with the Grove Landing PUD that was approved by the City Council February 15, 2021.

Project Report:

- Streets:** The layout of the proposed development completes the southern portion of the Grove Landing's road network. Access into the plat is provided from the north via NW Driftwood Dr or NW Watercrest Dr, NW 12th St would run east/west connecting the two streets. All proposed roads in the development will be required to have five-foot sidewalks.
- Water:** 8-inch water main will be extended south along NW Watercrest Dr. 8-inch water main will also come south from NW Driftwood Dr, and continue east along NW 12th St and connect to the proposed 8-inch along NW Watercrest Dr.
- Sewer:** 8-inch sanitary sewer main will be extended south from the existing 8-inch main along NW Driftwood Dr, 8-inch sanitary sewer main then runs east along NW 12th St, connecting to the 8-inch line along NW Watercrest Dr.
- Drainage:** 15-inch storm sewer lines are proposed along NW Driftwood Dr and NW Watercrest Dr; with an 8-inch line running east/west along NW 12th St. Storm water from the proposed plat generally drains north to north detention basin, that was created with Grove Landing Plat 1. Storm water will then convey from this detention pond to the north and east to Rock Creek, which eventually drains south and west towards the Saylorville Reservoir.
- Parkland:** The parkland dedication requirement for Plat 3 is 0.70 acres, but parkland is not proposed with this plat. The developer has dedicated 8.1 acres of parkland with the Grove Landing Plat 2 final plat. The total park dedication for the Grove Landing PUD is estimated at 10.2 acres.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: Grove Landing Plat 4
NAME OF OWNER/ DEVELOPER: ATI Group/TJL Investments

GENERAL INFORMATION:

PLAT LOCATION: West of NW Weigel Drive; south of future NW 13th Street.
SIZE OF PLAT: 8.67 acres
ZONING: Grove Landing PUD

LOTS:

NUMBER: 39 single-family lots; 1 street lot
SIZE/DENSITY: 2.35 units per acre
USE: Residential
BUILDING LINES: Parcel B: Lots 1-39
Front: 25' min. along 60' ROW & 30' min. along 70' ROW
Rear: 30'
Side: 5' min. one side, 10' total sum
Lot Width: 50' min
Lot Area: 5,000 SF min

PARK SITE DEDICATION:

The parkland dedication requirement for Plat 4 is 0.70 acres, but parkland is not proposed with this plat. The developer has dedicating 8.1 acres of parkland with the Grove Landing Plat 2 final plat. The total park dedication for the Grove Landing PUD is estimated at 10.2 acres.

ADJACENT LANDS:

NORTH: Grove Landing PUD
SOUTH: St. Luke Evangelist Catholic PUD
EAST: Grove Landing PUD
WEST: Grove Landing PUD

STREET DEVELOPMENT:

NAME: NW 12th Street
LENGTH: Approximately 709'
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

NAME: NW Watercrest Drive
LENGTH: Approximately 363'
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

NAME: NW Driftwood Drive
LENGTH: Approximately 275'
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

WASTE WATER:

PROJECTED FLOWS: 39 units X 3 pers. per house X 990 gal. per day/pers.= 115,830 GPD

WRA CAPACITY: 11.2 MGD; current daily avg. 4.4 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Rock Creek Trunk Sewer

STORM WATER:

BASIN FLOWS: This plat lies in the Saylorville Reservoir Drainage Area.

WATER SYSTEM:

USAGE: 39 units X 3 pers. per house X 100 gal. per day/person = 11,700 GPD

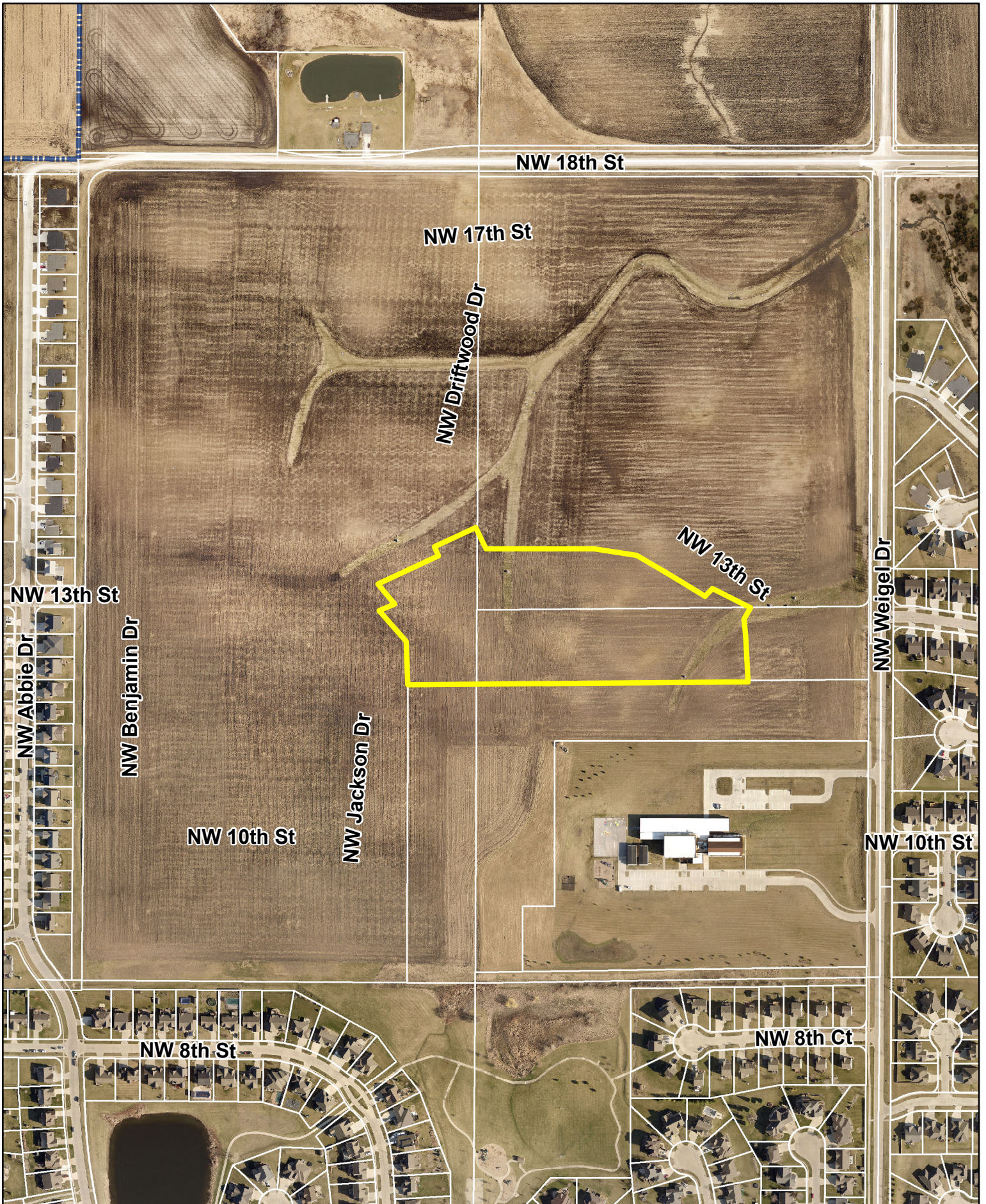
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

FINAL PLAT DRAWING:

Staff recommends approval.

CONSTRUCTION PLANS:

To be approved.



Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, November 16, 2021
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair T.Flack called the November 16, 2021 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

CONSENT AGENDA ITEMS

Item #4. Grove Landing Plat 4 Final Plat

Motion to recommend City Council approval of the Grove Landing Plat 4 Final Plat.

Motion by T.Rapp to approve the recommendations for Consent Agenda Item(s) #1 - #4. Second by L.West. All voted aye. Motion carried 6 – 0.



1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

8.13.2021

Ankeny Plan and Zoning Commission
City of Ankeny
410 West First Street
Ankeny, Iowa 50023

RE: GROVE LANDING PLAT 4 CONSTRUCTION DRAWINGS & FINAL PLAT
MEC# 190791-070

Dear Honorable Plan and Zoning Commission Members,

On behalf of Grove Landing Development, LLC and ATI Group, we respectfully request your approval of the Grove Landing Plat 4 Construction Drawings and Final Plat located in northwest Ankeny.

The proposal for Plat 4 remains substantially consistent with the master layout depicted in the approved PUD. Plat 4 contains 39 total lots consisting entirely of standard single-family lots consistent with the surrounding neighborhood. Portions of three streets will be constructed with this plat. Lot A will be dedicated to the City for ROW purposes.

Access to the development will be off NW 13th Street through Grove Landing Plat 1, which is under construction as of the time of this writing.

There is no sidewalk oversizing on this plat for which to request cost sharing.

Thank you for your consideration of approval of this project.

Sincerely,

McClure Engineering Company

A handwritten signature in blue ink, appearing to read 'Jake Becker', is written over a light blue horizontal line.

Jake Becker, PE
Project Manager

Cc: Grove Landing Development, LLC
ATI Group

RECEIVED

AUG 13 2021

CITY OF ANKENY

INDEX LEGEND
CITY: ANKENY
COUNTY: POLK
STR: SECTION 17, T80N, R24W - NE1/4 NE1/4
STR: SECTION 17, T80N, R24W - SE1/4 NE1/4
STR: SECTION 16, T80N, R24W - NW1/4 NW1/4
STR: SECTION 16, T80N, R24W - SW1/4 NW1/4
PART OF: PARCEL 2019-234 SEC 16-80-24 - SW1/4 NW1/4
PROPRIETOR: GROVE LANDING DEVELOPMENT, LLC
REQUESTED BY: GROVE LANDING DEVELOPMENT, LLC
SURVEYOR: MICHAEL LEE
COMPANY: MCCLURE ENGINEERING
RETURN TO: MICHAEL LEE
1360 NW 121ST STREET, STE A
CLIVE, IOWA 50325 / 515-964-1229

DATE OF SURVEY:
MAY 18, 2021

ZONING:
GROVE LANDING P.U.D.

- NOTE:**
- LOT 'A' IS DEDICATED TO THE CITY AS RIGHT-OF-WAY BY ACCEPTANCE OF THE PLAT
 - THE DEVELOPER SHALL BE RESPONSIBLE FOR STREETLIGHT INSTALLATION
 - LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS (MPE) AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATIONS.
 - DRIVEWAYS FOR LOTS 17 & 28 SHALL BE LOCATED TO AVOID THE INTAKES.

ENGINEER:
MCCLURE
1360 NW 121ST STREET
CLIVE, IA 50325
(515) 964-1229
JBECKER@MECRESLTS.COM
ATTN: JAKE BECKER

AREA SUMMARY:
NE1/4 NE1/4 SEC 17 = 0.21 AC
SE1/4 NE1/4 SEC 17 = 1.96 AC
NW1/4 NW1/4 SEC 16 = 0.13 AC
SW1/4 NW1/4 SEC 17 = 1.60 AC
PARCEL 2019-234 = 4.77 AC
TOTAL = 8.67 AC

OWNERS:
GROVE LANDING DEVELOPMENT, LLC
110 SE GRANT STREET, SUITE 101
ANKENY, IA 50021
(319) 560-5428
ATTN: CASEY SCHAFBACH

BULK REGULATIONS
LOTS 1-39, PUD PARCEL B
FRONT SETBACK = 25' MINIMUM (ALONG 60' ROW)
= 30' MINIMUM (ALONG 70' ROW)*
SIDE SETBACK = 5' MINIMUM ONE SIDE, 10' MINIMUM
TOTAL SUM OF THE SIDE YARD SETBACK
REAR SETBACK = 30' MINIMUM
LOT WIDTH = 50' MINIMUM
LOT AREA = 5,000 SF MINIMUM

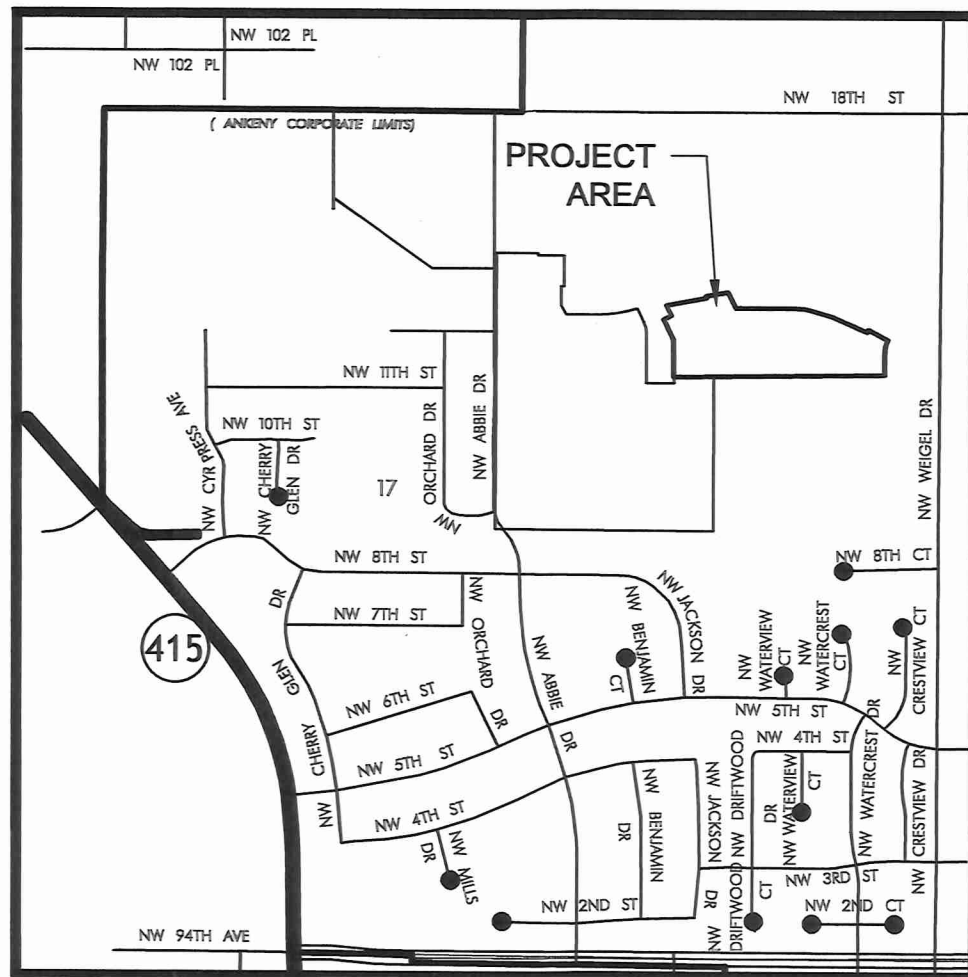
* ADDITIONAL REQUIREMENTS ABOVE AND BEYOND PUD
ZONING IN ORDER TO MATCH SURROUNDING NEIGHBORHOODS

LEGAL DESCRIPTION:

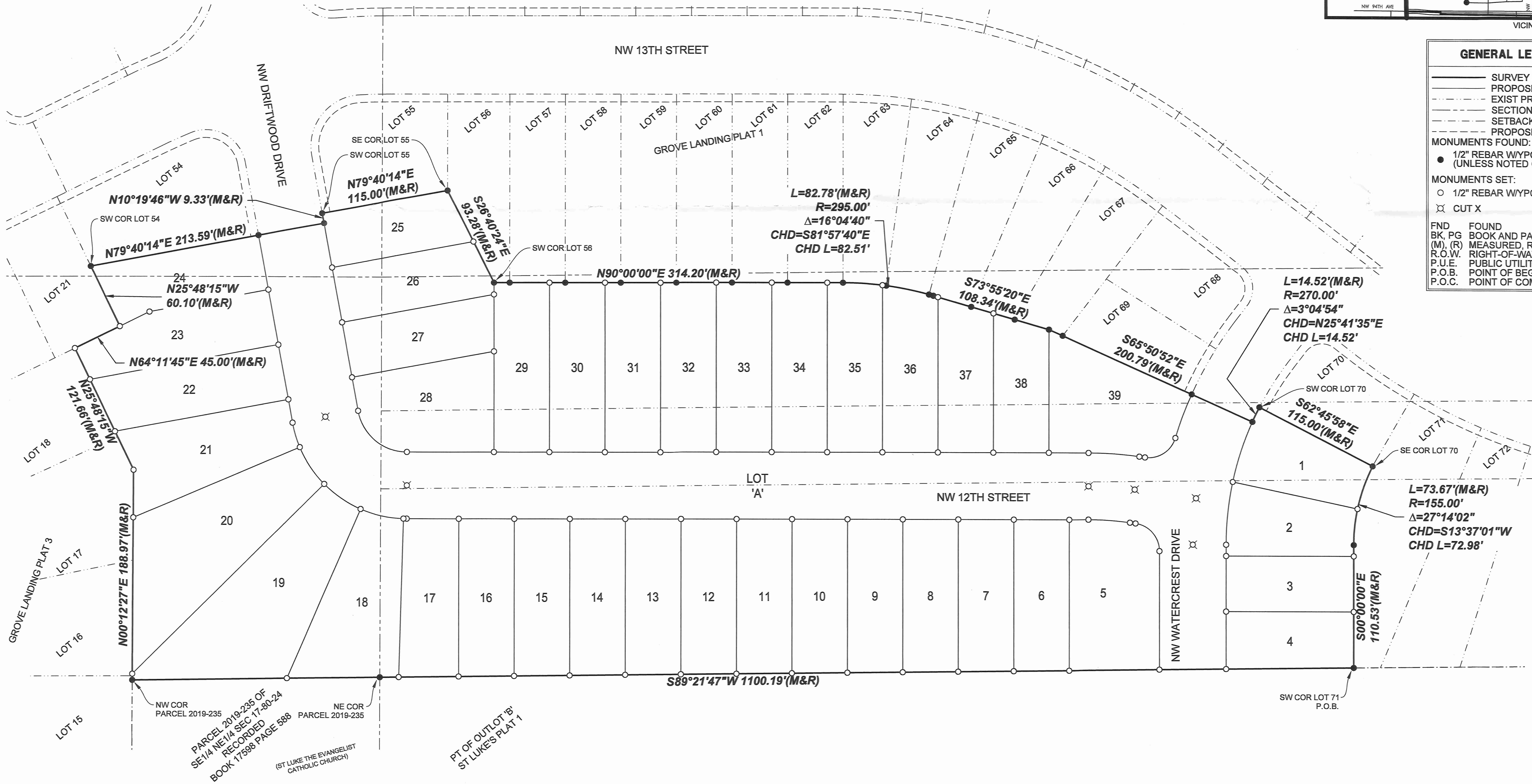
A PART OF PARCEL 2019-234 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17594 PAGE 995 OF OUTLOT 'B', ST LUKE'S PLAT 1, AN OFFICIAL PLAT AND A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 71, GROVE LANDING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°21'47" WEST ALONG THE SOUTH LINE OF SAID PARCEL 2019-234 AND THE NORTH LINE OF PARCEL 2019-235 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17598 PAGE 588 IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, A DISTANCE OF 1100.19 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2019-235; THENCE NORTH 00°12'27" EAST, 188.97 FEET; THENCE NORTH 25°48'15" WEST, 121.66 FEET; THENCE NORTH 64°11'45" EAST, 45.00 FEET; THENCE NORTH 25°48'15" WEST, 60.10 FEET TO THE SOUTHWEST CORNER OF LOT 54, GROVE LANDING PLAT 1; THENCE NORTH 79°40'14" EAST ALONG THE SOUTHERLY LINE OF SAID GROVE LANDING PLAT 1, AN OFFICIAL PLAT, 213.59 FEET; THENCE NORTH 10°19'46" WEST ALONG SAID SOUTHERLY LINE, 9.33 FEET TO THE SOUTHWEST CORNER OF LOT 55, GROVE LANDING PLAT 1; THENCE NORTH 79°40'14" EAST ALONG SAID SOUTHERLY LINE, 115.00 FEET TO THE SOUTHWEST CORNER OF LOT 56, GROVE LANDING PLAT 1; THENCE NORTH 90°00'00" EAST ALONG SAID SOUTHERLY LINE, 314.20 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 295.00 FEET, WHOSE ARC LENGTH IS 82.78 FEET AND WHOSE CHORD BEARS SOUTH 81°57'40" EAST, 82.51 FEET; THENCE SOUTH 73°55'20" EAST ALONG SAID SOUTHERLY LINE, 108.34 FEET; THENCE SOUTH 65°50'52" EAST ALONG SAID SOUTHERLY LINE, 200.79 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 270.00 FEET, WHOSE ARC LENGTH IS 14.52 FEET AND WHOSE CHORD BEARS NORTH 25°41'35" EAST, 14.52 FEET TO THE SOUTHWEST CORNER OF LOT 70, GROVE LANDING PLAT 1; THENCE SOUTH 62°45'58" EAST ALONG SAID SOUTHERLY LINE, 115.00 FEET TO THE SOUTHWEST CORNER OF LOT 70, GROVE LANDING PLAT 1; THENCE SOUTHERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 155.00 FEET, WHOSE ARC LENGTH IS 73.67 FEET AND WHOSE CHORD BEARS SOUTH 13°37'01" WEST, 72.98 FEET; THENCE SOUTH 00°00'00" EAST ALONG SAID SOUTHERLY LINE, 110.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.67 ACRES (377,494 SQUARE FEET) THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

GROVE LANDING PLAT 4 ANKENY, IOWA FINAL PLAT



GENERAL LEGEND
— SURVEY BOUNDARY
— PROPOSED LOT
— EXIST PROPERTY LINE
— SECTION LINE
— SETBACK LINE
— PROPOSED EASEMENT
MONUMENTS FOUND:
● 1/2" REBAR WYPC #16747 (UNLESS NOTED OTHERWISE)
MONUMENTS SET:
○ 1/2" REBAR WYPC #16747
✕ CUT X
FND FOUND
BK, PG BOOK AND PAGE
(M), (R) MEASURED, RECORDED
R.O.W. RIGHT-OF-WAY
P.U.E. PUBLIC UTILITY EASEMENT
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT



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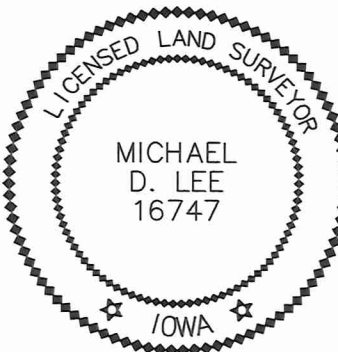
1360 NW 121st Street, STE A
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

RECEIVED

NOV 02 2021

CITY OF ANKENY

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date: November 16, 2021
Ayes: ☒ Nays: ☐ Abstain: ☐ Absent: ☐
APPROVED
T. E. Becker, Chairperson
R. Schafbach, Secretary



I HEREBY CERTIFY THAT THIS
LAND SURVEYING DOCUMENT
WAS PREPARED AND THE
RELATED SURVEY WORK WAS
PERFORMED BY ME OR UNDER MY
DIRECT PERSONAL SUPERVISION
AND THAT I AM A DULY
LICENSED LAND SURVEYOR
UNDER THE LAWS OF THE STATE
OF IOWA.

NAME: MICHAEL D. LEE, PLS
NO. 16747

MY LICENSE RENEWAL DATE IS
DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY
THIS SEAL:

SHEETS 1 AND 2



0 25 50 100
(IN FEET)
1 inch = 50 ft.

GROVE LANDING
PLAT 4
FINAL PLAT
ANKENY, IOWA
POLK COUNTY
190791
DATE
REVISIONS

ENGINEER: J.B.
DRAWN BY: M.L.
SURVEYOR: M.L.
CREW CHIEF: B.Z.

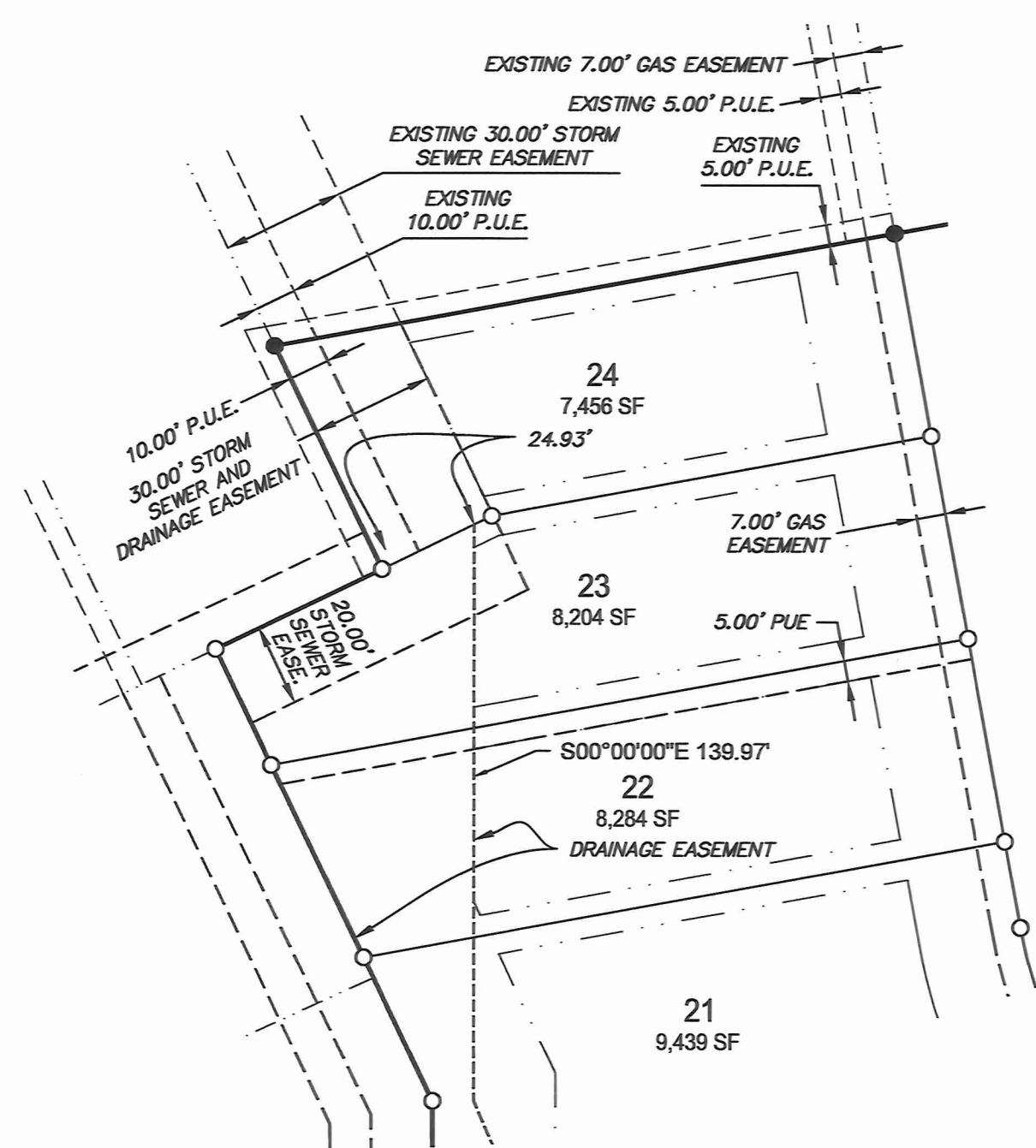
DRAWING NO.: FP-04
SHEET NO.: 01/02

DRAWING PATH: N:\Projects\190791\106-Drawings\Survey\190791-Final Plat 4.dwg PLOT DATE: 11/1/2021 11:21 AM PLOTTED BY: MIKE LEE



Curve Table					
Curve #	Length	Radius	Delta	CHD B	CHD L
C1	104.29'	75.00'	79°40'14"	S50°09'53"E	96.09'
C2	41.73'	300.00'	7°58'08"	N86°00'56"W	41.69'
C3	126.46'	300.00'	24°09'08"	N12°04'34"E	125.53'
C4	41.73'	300.00'	7°58'08"	S03°59'04"W	41.69'
C5	84.74'	300.00'	16°11'00"	S16°03'38"W	84.45'
C6	71.47'	270.00'	15°10'03"	S19°39'00"W	71.27'
C7	56.86'	270.00'	12°03'59"	N06°02'00"E	56.76'
C8	41.03'	155.00'	15°10'03"	S19°39'00"W	40.91'
C9	32.64'	155.00'	12°03'59"	S06°02'00"W	32.58'
C10	35.79'	25.00'	82°01'52"	S41°00'56"E	32.81'
C11	37.55'	270.00'	7°58'08"	S88°00'56"E	37.52'
C12	2.97'	105.00'	1°37'18"	S89°11'21"E	2.97'

Curve Table					
Curve #	Length	Radius	Delta	CHD B	CHD L
C13	40.04'	105.00'	21°50'58"	S77°27'13"E	39.80'
C14	40.04'	105.00'	21°50'58"	S55°36'15"E	39.80'
C15	40.04'	105.00'	21°50'58"	S33°45'17"E	39.80'
C16	22.91'	105.00'	12°30'02"	S16°34'47"E	22.86'
C17	62.57'	45.00'	79°40'14"	N50°09'53"W	57.65'
C18	35.89'	295.00'	6°58'12"	S86°30'54"E	35.86'
C19	46.89'	295.00'	9°06'29"	N78°28'34"W	46.85'
C20	45.90'	330.00'	7°58'08"	N88°00'56"W	45.88'
C21	35.38'	25.00'	81°05'14"	S57°25'31"W	32.50'
C22	41.88'	330.00'	7°16'14"	S20°31'01"W	41.85'



DETAIL
SCALE 1" = 40'

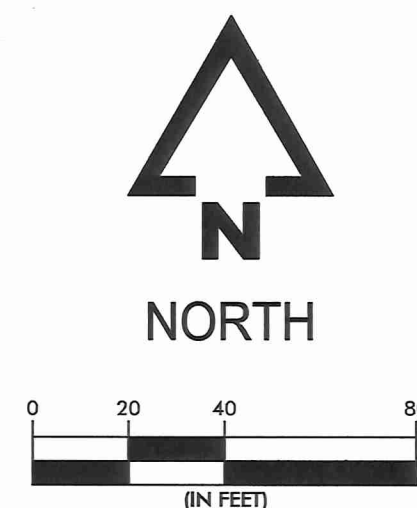
GROVE LANDING PLAT 4 ANKENY, IOWA FINAL PLAT



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Clive, Iowa 50325
515-964-1229
fax 515-964-2370



GROVE LANDING
PLAT 4
FINAL PLAT
ANKENY, IOWA
POLK COUNTY
190791
DATE
REVISIONS

ENGINEER J.B.	DRAWN BY M.L.
SURVEYOR M.L.	CREW CHIEF B.Z.

DRAWING NO. **FP-04** SHEET NO. **02/02**



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, performance and maintenance bonds for paving and underground improvements, platted easements, warranty deed for streets, sewer and water connection fees, and authorizing cost-participation for sidewalk oversizing and removal and replacement of existing sidewalk ramps, for The Reserve at the Grove Plat 1.

EXECUTIVE SUMMARY:

The Reserve at the Grove Plat 1 is a proposed 21.27-acre (+/-) plat located in the southwest corner of the NW Weigel Drive and NW 18th Street intersection. This plat was part of Grove Landing Plat 1 as Outlot Y. The subject plat creates 54 single-family lots, three street lots, a stormwater management area, an outlet for future development and shows associated utilities and easements. The proposed plat is in general conformance with the Grove Landing PUD that was approved by the City Council February 15, 2021.

FISCAL IMPACT: **Yes**

Authorize cost participation request for sidewalk oversizing and removal and replacement of existing sidewalk ramps in an amount estimated to be \$9,713.50

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval on April 19, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 P&Z Minutes
 Final Plat
 Staff Report
 Aerial Map
 Applicant Letter

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, PERFORMANCE AND MAINTENANCE BONDS FOR PAVING AND UNDERGROUND IMPROVEMENTS, PLATTED EASEMENTS, WARRANTY DEED FOR STREETS, SEWER AND WATER CONNECTION FEES, AND AUTHORIZING COST-PARTICIPATION FOR SIDEWALK OVERSIZING AND REMOVAL AND REPLACEMENT OF EXISTING SIDEWALK RAMPS, FOR THE RESERVE AT THE GROVE PLAT 1

WHEREAS, on the 19th day of April 2022, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of The Reserve at the Grove Plat 1; and

WHEREAS, the attorney's title opinion, performance bonds for paving and underground improvements, public easement documents, warranty deed to streets, sewer and water connection fees, have been submitted and approved by the Community Development Director.

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

1. That final plat for The Reserve at the Grove Plat 1 is hereby approved; and
2. That the performance and maintenance bonds for paving and underground improvements are hereby accepted; and
3. That the Public Gas, Public Utility, Public Water Main Sanitary Sewer and Ingress/Egress, Public Storm Sewer, Public Sanitary Sewer, Public Storm Sewer and Drainage, Public Drainage and the Storm Water Management Facility Covenant and Permanent Easement Agreement are hereby accepted; and
4. That warranty deed for streets is hereby accepted; and
5. That the Rock Creek Trunk Sewer Connection District 3 connection fee of \$83,165.70 is hereby accepted; and
6. That the Northwest Weigel Drive Water Connection District 1 connection fee of \$60,870.49 is hereby accepted; and
7. That cost participation for sidewalk oversizing and removal and replacement of existing sidewalk ramps be authorized in an amount estimated to be \$9,713.00 is hereby approved.

PASSED AND APPROVED this 2nd day of May 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, April 19, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair G.Hunter called the April 19, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

CONSENT AGENDA ITEMS

Item #2. The Reserve at the Grove Plat 1 Final Plat

Motion to recommend City Council approval of The Reserve at the Grove Plat 1 Final Plat; and recommend City Council authorization of cost-participation for 8-foot sidewalk and removal and replacement of ramps in the amount estimated to be at \$9,713.50.

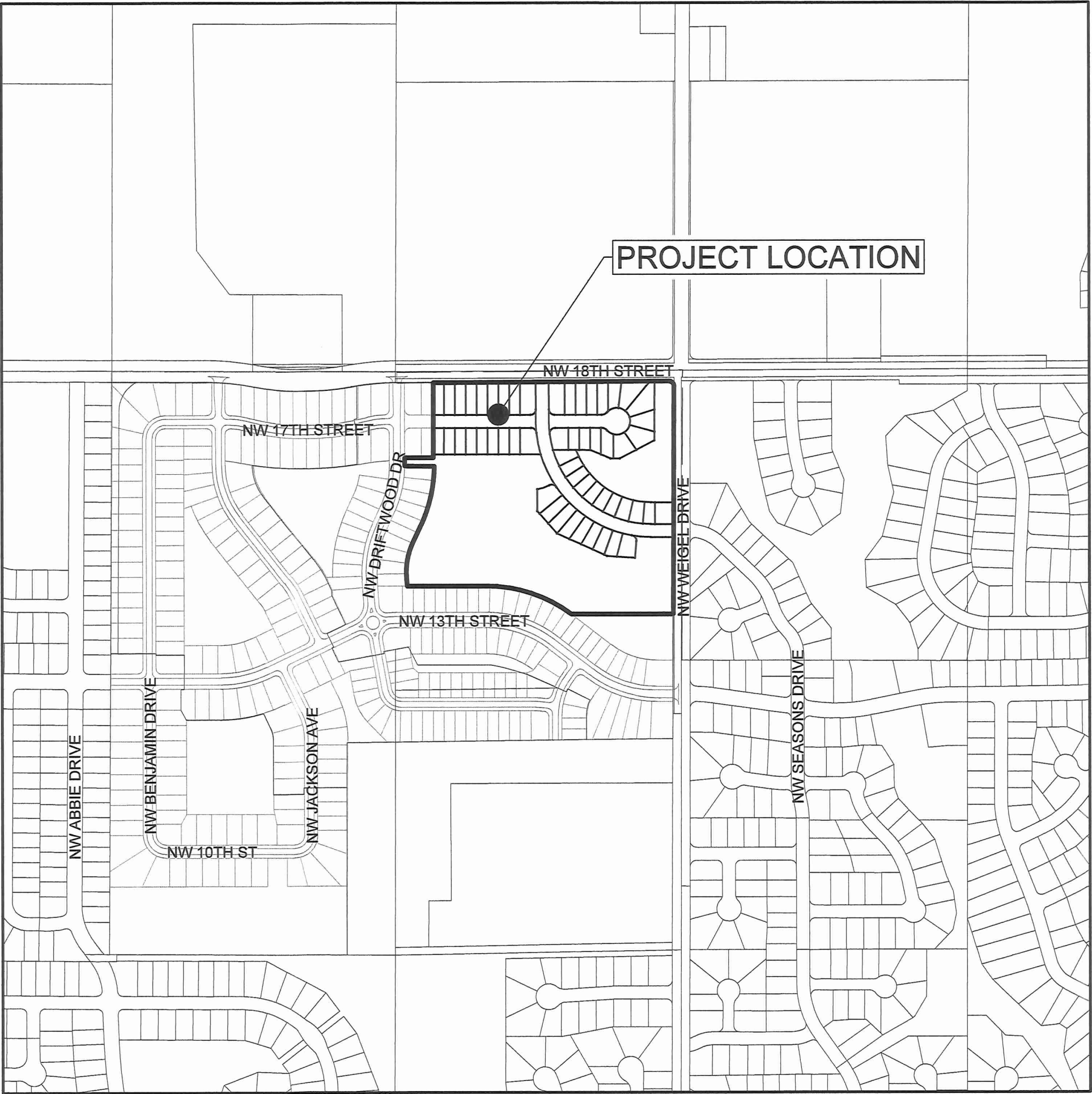
Motion by T.Flack to approve the recommendations for Consent Agenda Items #1 - #5. Second by T.Rapp. All voted aye. Motion carried 7 – 0.

THE RESERVE AT THE GROVE PLAT 1
FINAL PLAT

AREA ABOVE RESERVED FOR RECORDER'S STAMP.

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
OUTLOT "Y"
GROVE LANDING PLAT 1
SEC. 16-80-24
REQUESTED BY:
GREENLAND HOMES INC.



VICINITY MAP



LEGEND

FEATURES
Section Corner
1/2" Rebar, Yellow Plastic Cap #16747
1/2" Rebar, Yellow Plastic Cap #19710
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Minimum Protection Elevation
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND
●
○
P
M
R
D
C
MPE

SET
□
□
□

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date: April 19, 2022
Ayes: 7, Nays: 0, Abstain: 0, Absent: 0
APPROVED
G. Hunter, Chairperson
C. Hughes, Secretary

PLAT DESCRIPTION

OUTLOT "Y", GROVE LANDING PLAT 1, AN OFFICIAL PLAT,
LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

OWNER/APPLICANT

GREENLAND HOMES INC
1201 SW STATE ST., SUITE 105
ANKENY, IA 50023
CONTACT: COREY KAUTZ
PHONE: 515-865-2546

ZONING

GROVE LANDING P.U.D.

AREA SUMMARY

GROSS AREA = 28.42 ACRES (1,150,783 S.F.)

BULK REGULATIONS SINGLE FAMILY:

FRONT YARD SETBACK = 25' MIN.
SIDE YARD SETBACK = 5' MIN. ONE SIDE, 10' TOTAL
REAR YARD SETBACK = 30' MIN.
LOT WIDTH = 50' MIN.
LOT AREA = 5,000 SF MIN.

BULK REGULATIONS TOWNHOUSE:

FRONT YARD SETBACK = 15' MIN.
SIDE YARD SETBACK = 5' MIN. ONE SIDE, 10' TOTAL
REAR YARD SETBACK = 15' MIN.
LOT WIDTH = 20' MIN.
LOT AREA = 1,000 SF MIN.

DATE OF SURVEY

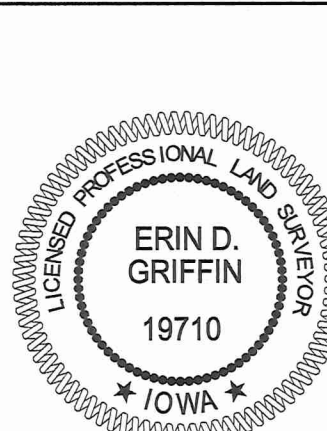
MARCH 03, 2022

FEMA FIRM DESIGNATION

PANEL # 19153C018F EFFECTIVE DATE OF 2/1/2019

NOTES

- REFER TO APPROVED CONSTRUCTION DOCUMENTS FOR MINIMUM PROTECTION ELEVATIONS.
- STREET LOTS ARE TO BE DEDICATED TO THE CITY OF ANKENY.
- 8' SIDEWALKS ARE REQUIRED ON THE WEST SIDE OF NW WEIGEL DRIVE.
- DEVELOPER WILL BE RESPONSIBLE FOR STREETLIGHT INSTALLATION.
- NO DRIVEWAY ACCESS IS PERMITTED DIRECTLY OFF OF NW 18TH STREET OR NW WEIGEL DRIVE.
- ACCESS TO LOTS 27, 28, 10, AND 43 IS NOT PERMITTED FROM SAVANNAH DRIVE.
- ALL OF OUTLOT X WILL BE UTILIZED FOR STORMWATER MANAGEMENT AND SHALL BE PRIVATELY OWNED AND MAINTAINED.
- 25' LANDSCAPE BUFFER EASEMENT ALONG NW WEIGEL DR. AND NW 18TH STREET WILL REQUIRE 3 TREES AND 5 SHRUBS PER LOT OR EVERY 50-60 FEET. NO FENCES OR SHEDS WILL BE ALLOWED WITHIN BUFFER.



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: 4/21/22
License Number 19710
My License Renewal Date is December 31, 2023
Pages or sheets covered by this seal:
1-5

THE RESERVE AT THE GROVE PLAT 1

FINAL PLAT

SNYDER & ASSOCIATES, INC. |

RECEIVED

APR 27 2022

CITY OF ANKENY

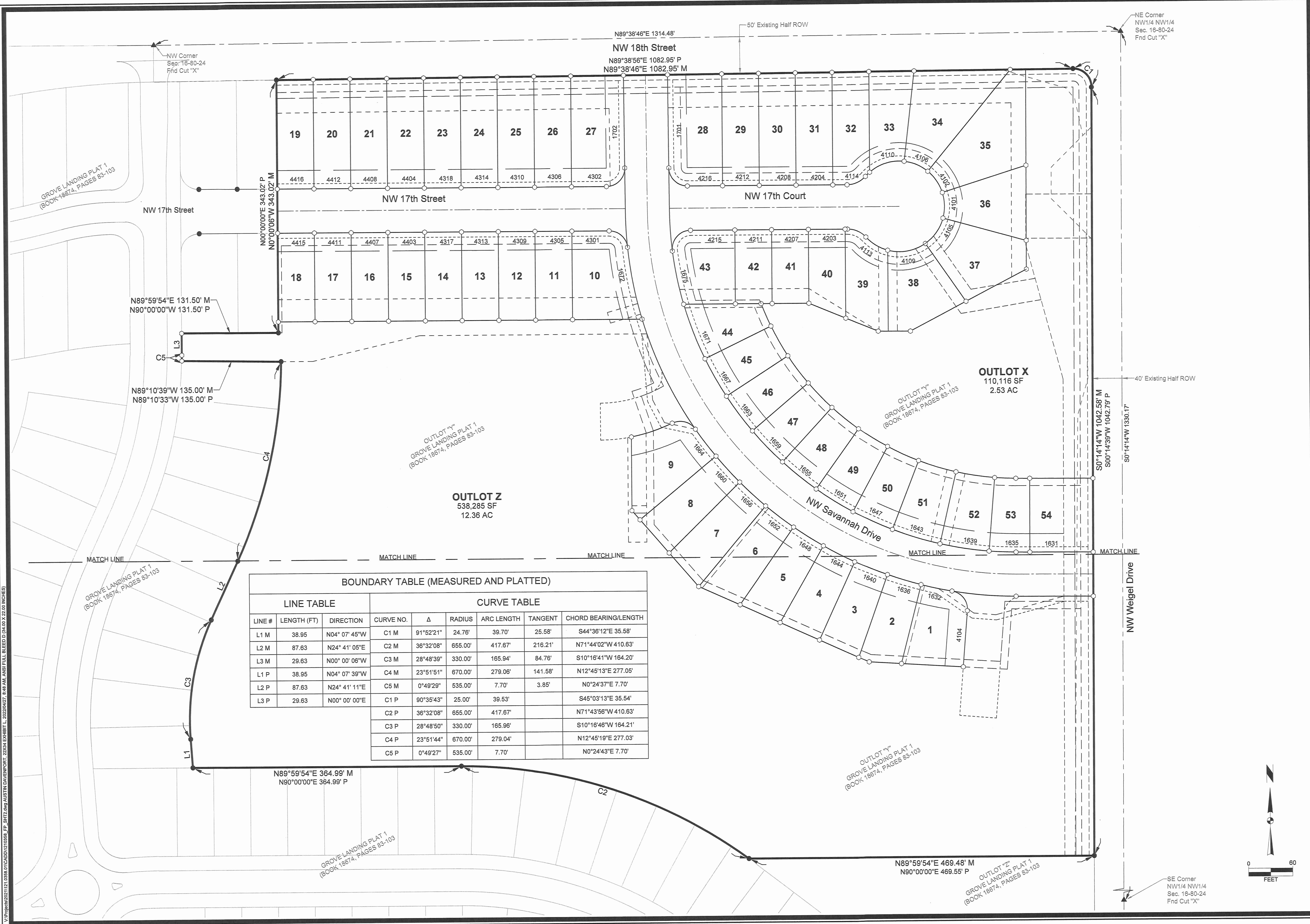
ANKENY, IA

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

Project No: 121.0358.01

Sheet 1 of 5

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BOUNDARY TABLE (MEASURED AND PLATTED)								
LINE TABLE			CURVE TABLE					
LINE #	LENGTH (FT)	DIRECTION	CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
L1 M	38.95	N04° 07' 45"W	C1 M	91°52'21"	24.76'	39.70'	25.58'	S44°36'12"E 35.58'
L2 M	87.63	N24° 41' 05"E	C2 M	36°32'08"	655.00'	417.67'	216.21'	N71°44'02"W 410.63'
L3 M	29.63	N00° 00' 06"W	C3 M	28°48'39"	330.00'	165.94'	84.76'	S10°16'41"W 164.20'
L1 P	38.95	N04° 07' 39"W	C4 M	23°51'51"	670.00'	279.06'	141.58'	N12°45'13"E 277.05'
L2 P	87.63	N24° 41' 11"E	C5 M	0°49'29"	535.00'	7.70'	3.85'	N0°24'37"E 7.70'
L3 P	29.63	N00° 00' 00"E	C1 P	90°35'43"	25.00'	39.53'		S45°03'13"E 35.54'
			C2 P	36°32'08"	655.00'	417.67'		N71°43'56"W 410.63'
			C3 P	28°48'50"	330.00'	165.96'		S10°16'46"W 164.21'
			C4 P	23°51'44"	670.00'	279.04'		N12°45'19"E 277.03'
			C5 P	0°49'27"	535.00'	7.70'		N0°24'43"E 7.70'

THE RESERVE AT THE GROVE PLAT 1

FINAL PLAT

SNYDER & ASSOCIATES, INC.

ANKENY, IA

2727 S.W. SNYDER BLVD

ANKENY, IOWA 50023

515-964-2020 | www.snyder-associates.com

Project No: 121.0358.01

Sheet 2 of 5

REVISION

MARK

Engineer:

Checked By: EDG

Date: 03-03-2022

Technician: AJD

REVISED AS PER CITY COMMENTS

REVISED AS PER CITY COMMENTS

DATE

Scale: 1" = 60'

T.R.S: 17-80-24

2

4-27-22

AJD

1

3-25-22

JVM

BY

DATE

17-80-24

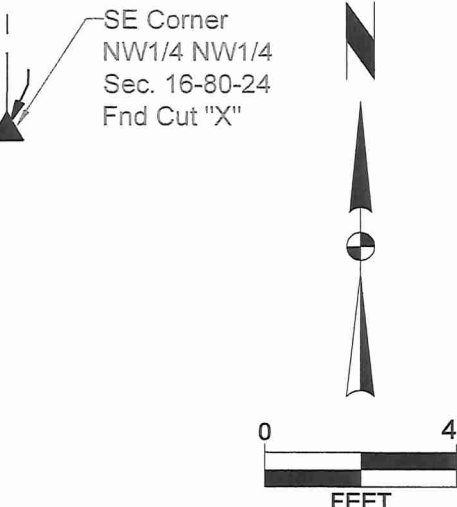
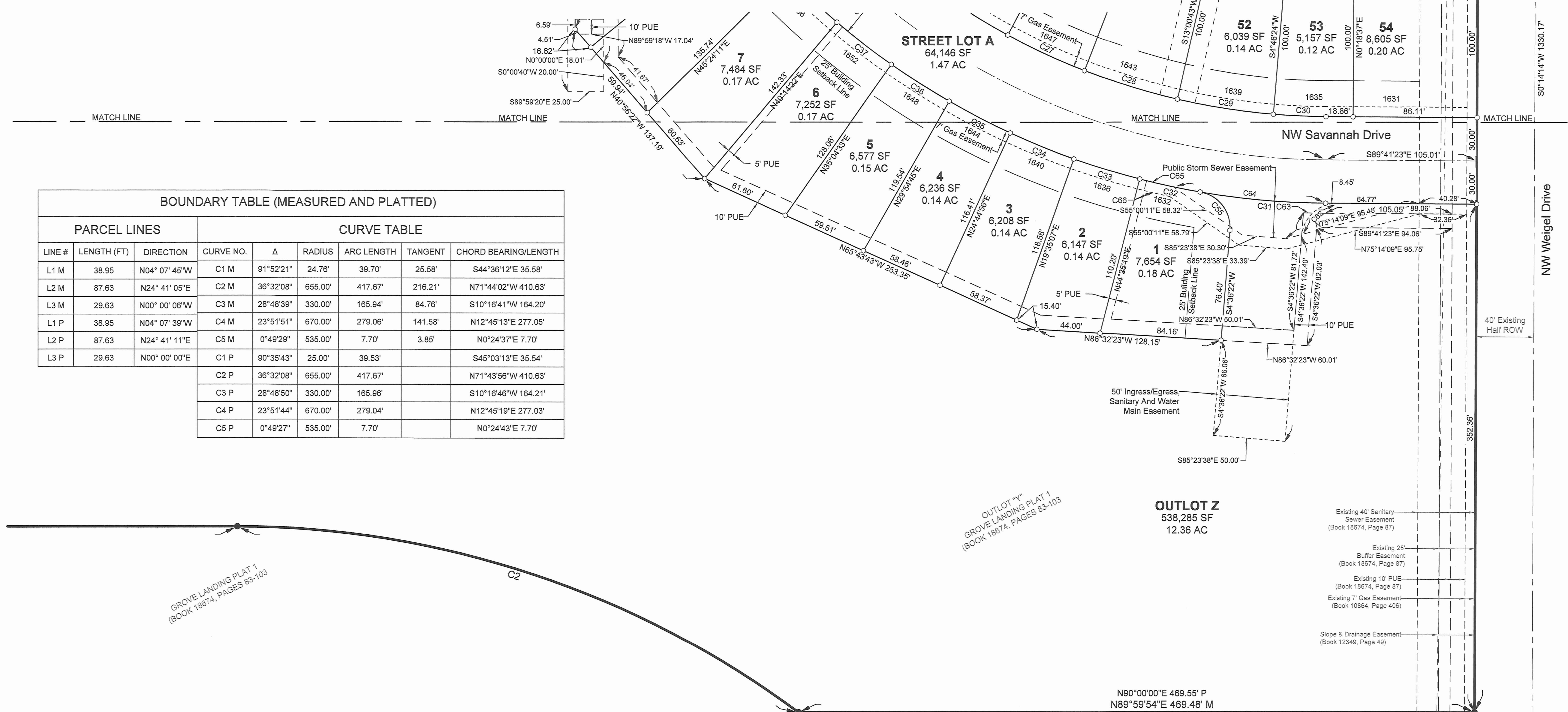
Sheet 2 of 5

Project No: 121.0358.01

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CURVE TABLE (STREET & LOTS)						CURVE TABLE (LOTS)						CURVE TABLE (LOTS)						CURVE TABLE (EASEMENTS)					
CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH	CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH	CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH	CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C6	89°19'39"	500.00'	779.53'	494.17'	S45°01'33"E 702.95'	C26	7°09'55"	470.00'	58.78'	29.43'	S58°00'00"E 58.74'	C46	7°09'55"	370.00'	46.27'	23.17'	S29°20'18"E 46.24'	C59	35°58'12"	61.50'	38.61'	19.96'	N87°21'41"E 37.98'
C7	90°22'24"	25.00'	39.43'	25.16'	N44°49'28"E 35.47'	C27	7°09'55"	470.00'	58.78'	29.43'	S65°09'58"E 58.74'	C47	7°09'55"	370.00'	46.27'	23.17'	S36°30'14"E 46.24'	C60	28°14'02"	61.50'	30.31'	15.47'	N55°15'34"E 30.00'
C8	89°37'36"	25.00'	39.11'	24.84'	S45°10'32"E 35.24'	C28	8°14'24"	470.00'	67.59'	33.85'	S72°52'05"E 67.53'	C48	7°09'55"	370.00'	46.27'	23.17'	S43°40'08"E 46.24'	C61	0°49'30"	370.00'	5.33'	2.66'	S20°09'50"E 5.33'
C9	48°03'17"	33.50'	28.10'	14.93'	N65°59'02"E 27.28'	C29	8°14'19"	470.00'	67.58'	33.85'	S81°08'27"E 67.52'	C49	7°09'55"	370.00'	46.27'	23.17'	S50°50'04"E 46.24'	C62	85°42'15"	25.00'	37.40'	23.19'	S47°27'30"W 34.01'
C10	7°29'51"	61.50'	8.05'	4.03'	S45°42'19"W 8.04'	C30	4°27'46"	470.00'	36.61'	18.31'	S87°27'30"E 36.60'	C50	7°09'55"	370.00'	46.27'	23.17'	S58°00'00"E 46.24'	C63	1°37'39"	537.00'	15.25'	7.63'	S88°52'33"E 15.25'
C11	47°12'14"	61.50'	50.67'	26.87'	S73°03'22"W 49.25'	C31	9°27'53"	530.00'	87.55'	43.87'	S84°57'26"E 87.45'	C51	7°09'55"	370.00'	46.27'	23.17'	S65°09'55"E 46.24'	C64	11°29'34"	530.00'	106.31'	53.33'	S83°56'36"E 106.13'
C12	32°54'25"	61.50'	35.32'	18.16'	N66°53'19"W 34.84'	C32	4°38'48"	530.00'	42.98'	21.50'	S77°54'06"E 42.97'	C52	8°14'24"	370.00'	53.21'	26.65'	S72°52'05"E 53.17'	C65	2°37'07"	530.00'	24.22'	12.11'	S76°53'15"E 24.22'
C13	32°54'25"	61.50'	35.32'	18.16'	N33°58'53"W 34.84'	C33	5°09'49"	530.00'	47.76'	23.90'	S72°59'47"E 47.75'	C53	8°14'19"	370.00'	53.20'	26.65'	S81°06'27"E 53.16'	C66	2°27'54"	537.00'	23.10'	11.55'	S76°48'38"E 23.10'
C14	32°54'25"	61.50'	35.32'	18.16'	N1°04'28"W 34.84'	C34	5°09'49"	530.00'	47.76'	23.90'	S67°49'58"E 47.75'	C54	4°27'46"	370.00'	28.82'	14.42'	S87°27'30"E 28.81'	C67	10°41'40"	225.00'	42.00'	21.06'	N84°39'50"E 41.94'
C15	39°52'50"	61.50'	42.81'	22.31'	N35°19'09"E 41.95'	C35	5°09'49"	530.00'	47.76'	23.90'	S62°40'10"E 47.75'	C55	84°49'52"	25.00'	37.01'	22.84'	N37°48'34"W 33.73'	C68	1°17'35"	225.00'	5.08'	2.54'	N79°57'48"E 5.08'
C16	50°05'13"	61.50'	53.78'	28.73'	S80°18'11"W 52.07'	C36	5°09'49"	530.00'	47.76'	23.90'	S67°30'21"E 47.75'	C56	14°57'28"	225.00'	58.74'	29.54'	N71°50'16"E 58.57'	C69	23°14'11"	175.00'	70.97'	35.98'	N78°23'35"E 70.49'
C17	32°43'10"	61.50'	35.12'	18.05'	S58°17'38"E 34.65'	C37	5°09'49"	530.00'	47.76'	23.90'	S62°20'32"E 47.75'	C57	81°12'04"	25.00'	35.43'	21.43'	N75°02'26"W 32.54'	C70	90°50'34"	25.00'	39.64'	25.37'	N21°21'12"E 35.61'
C18	48°03'17"	33.50'	28.10'	14.93'	N65°57'41"W 27.28'	C38	5°09'49"	530.00'	47.76'	23.90'	S47°10'43"E 47.75'	C58	84°19'18"	25.00'	36.79'	22.64'	N47°49'41"W 33.56'	C71	10°52'15"	174.93'	33.19'	16.65'	N66°00'30"E 33.14'
C19	97°05'18"	25.00'	42.36'	28.30'	S41°28'01"W 37.47'	C39	5°09'49"	530.00'	47.76'	23.90'	S42°00'58"E 47.75'							C72	11°02'24"	165.00'	31.79'	15.95'	N69°22'09"E 31.74'
C20	8°58'56"	470.00'	73.68'	36.92'	S11°34'08"E 73.61'	C40	4°59'36"	530.00'	46.19'	23.11'	S38°58'12"E 46.18'							C73	10°22'19"	530.00'	95.94'	48.10'	S29°15'14"E 95.81'
C21	9°41'46"	470.00'	79.54'	39.86'	S20°54'27"E 79.44'	C41	17°59'56"	530.00'	166.49'	83.94'	S25°26'26"E 165.81'							C74	15°43'50"	530.00'	145.51'	73.22'	S26°34'29"E 145.05'
C22	7°09'55"	470.00'	58.78'	29.43'	S29°20'18"E 58.74'	C42	10°46'27"	530.00'	99.66'	49.98'	S11°03'15"E 99.52'							C75	10°26'08"	537.00'	97.81'	49.04'	S21°26'19"E 97.67'
C23	7°09'55"	470.00'	58.78'	29.43'	S36°30'14"E 58.74'	C43	5°18'18"	530.00'	49.07'	24.55'	S3°00'53"E 49.06'							C76	9°42'49"	547.00'	92.73'	46.48'	S20°46'22"E 92.62'
C24	7°09'55"	470.00'	58.78'	29.43'	S43°40'09"E 58.74'	C44	6°42'54"	470.00'	55.08'	27.57'	S3°43'11"E 55.05'							C77	2°23'44"	537.00'	22.45'	11.23'	S17°25'07"E 22.45'
C25	7°09'55"	470.00'	58.78'	29.43'	S50°50'04"E 58.74'	C45	5°10'45"	370.00'	33.45'	16.73'	S23°09'58"E 33.43'							C78	2°16'06"	530.00'	20.98'	10.49'	S17°34'31"E 20.98'

BOUNDARY TABLE (MEASURED AND PLATTED)							
PARCEL LINES			CURVE TABLE				
LINE #	LENGTH (FT)	DIRECTION	CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT
L1 M	38.95	N04° 07' 45"W	C1 M	81°52'21"	24.76'	39.70'	25.58'
L2 M	87.63	N24° 41' 05"E	C2 M	36°32'08"	655.00'	417.67'	216.21'
L3 M	29.63	N00° 00' 06"W	C3 M	28°48'39"	330.00'	165.94'	84.78'
L1 P	38.95	N04° 07' 39"W	C4 M	23°51'51"	670.00'	279.06'	141.58'
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L3 P	29.63	N00° 00' 00"E	C1 P	90°35'43"	25.00'	39.53'	
			C2 P	36°32'08"	655.00'	417.67'	
			C3 P	28°48'50"	330.00'	165.96'	
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THE RESERVE AT THE GROVE PLAT 1

FINAL PLAT

ANKENY, IA

SNYDER & ASSOCIATES, INC. |



Project No: 121.0358.01

Sheet 4 of 5

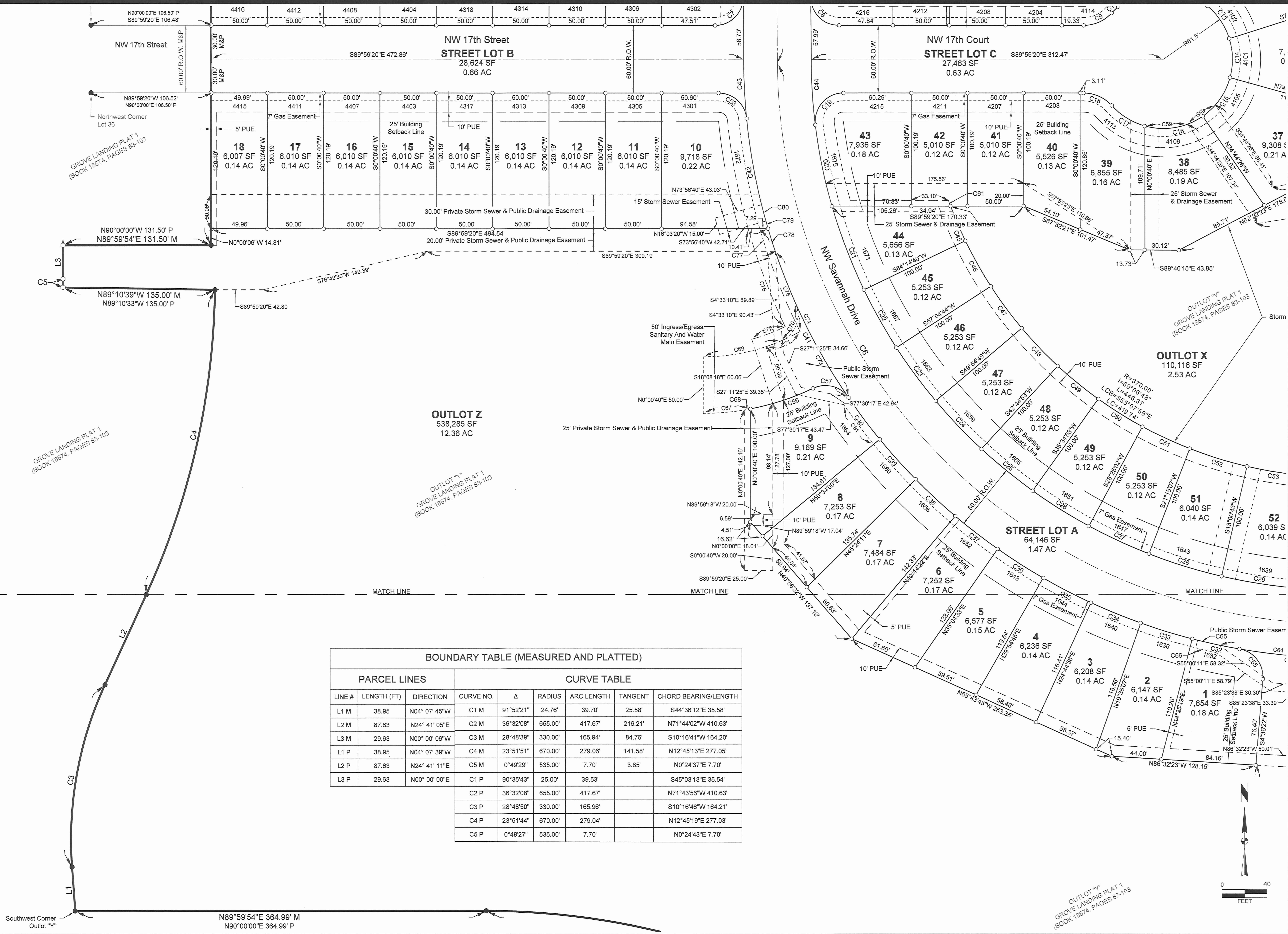
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 121.0358.01

Sheet 4 of 5

REVISION	DATE	BY	DATE	REVISION	DATE	BY	DATE
2	4-27-22	AJD	REVISAS PER CITY COMMENTS	1	3-25-22	JMM	REVISAS PER CITY COMMENTS
ENGR	EDG	Checked By	Scale: 1" = 40'	ENGR	EDG	Checked By	Scale: 1" = 40'
Technician	AJD	Date	03-03-2022	Technician	AJD	Date	03-03-2022
T-R-S	17-80-24			T-R-S	17-80-24		

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BOUNDARY TABLE (MEASURED AND PLATTED)

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L3 M	29.63	N00° 00' 06"W	C3 M	28°48'39"	330.00'	165.94'	84.76'	S10°16'41"W 164.20'
L1 P	38.95	N04° 07' 39"W	C4 M	23°51'51"	670.00'	279.06'	141.58'	N12°45'13"E 277.05'
L2 P	87.63	N24° 41' 11"E	C5 M	0°49'29"	535.00'	7.70'	3.85'	N0°24'37"E 7.70'
L3 P	29.63	N00° 00' 00"E	C1 P	90°35'43"	25.00'	39.53'		S45°03'13"E 35.54'
			C2 P	36°32'08"	655.00'	417.67'		N71°43'56"W 410.63'
			C3 P	28°48'50"	330.00'	165.96'		S10°16'46"W 164.21'
			C4 P	23°51'44"	670.00'	279.04'		N12°45'19"E 277.03'
			C5 P	0°49'27"	535.00'	7.70'		N0°24'43"E 7.70'

THE RESERVE AT THE GROVE PLAT 1

FINAL PLAT

SNYDER & ASSOCIATES, INC. |



Project No: 121.0358.01

Sheet 5 of 5

ANKENY, IA

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

REVISION	DATE	BY	DATE	BY
2	4-27-22	AJD	3-25-22	JMM
1				
REVISOR	EDG	Scale: 1" = 40'	Checked By:	EDG
Engineer:	AJD	Date:	03-03-2022	
Technician:				
Project No:	121.0358.01			

Sheet 5 of 5



*Plan and Zoning Commission
Staff Report*

Meeting Date: April 19, 2022

Agenda Item: The Reserve at the Grove Plat 1 – Final Plat
Report Date: March 31, 2022
Prepared by: Jake Heil
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of The Reserve at the Grove Plat 1 Final Plat; and recommend City Council authorization of cost-participation for 8-foot sidewalk and removal and replacement of ramps in the amount estimated to be at \$9,713.50.

Project Summary:

The Reserve at the Grove Plat 1 is a proposed 21.27-acre (+/-) plat located in the southwest corner of the NW Weigel Drive and NW 18th Street intersection. This plat was part of Grove Landing Plat 1 as Outlot Y. The subject plat creates 54 single-family lots, three street lots, a stormwater management area, an outlot for future development and shows associated utilities and easements. The proposed plat is in general conformance with the Grove Landing PUD that was approved by the City Council February 15, 2021.

Project Report:

- Streets:** Access to the plat is provided from the north and east via NW Savannah Drive. The proposed development also extends NW 17th Street west intersecting with NW Savannah Drive. All proposed roads in the development will be required to have five-foot sidewalks.
- Water:** 8-inch water main will be extended along NW Savannah Drive, connecting to the 12-inch water mains along NW Weigel Drive to the east and NW 18th Street to the north. The existing 8-inch water main will be extended east along NW 17th Street.
- Sewer:** 8-inch sanitary sewer main will be extended NW Savannah Drive from the 10-inch main along NW Weigel Drive. The existing 8-inch sanitary sewer will also be extended east along NW 17th Street. Sanitary sewer in the proposed development will convey off-site to the east and ultimately into the Rock Creek trunk sewer.
- Drainage:** Stormwater for this plat will flow to the stormwater detention pond in Outlot X. Stormwater will then convey from this detention pond to the north and east to Rock Creek, which eventually drains south and west towards the Saylorville Reservoir.
- Parkland:** The parkland dedication requirement for the Reserve at the Grove Plat 1 is 1.02 acres, but parkland is not proposed with this plat. The developer dedicated 8.1 acres of parkland with the Grove Landing Plat 2 final plat.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: The Reserve at the Grove Plat 1
NAME OF OWNER/ DEVELOPER: Greenland Homes Inc

GENERAL INFORMATION:

PLAT LOCATION: West of NW Weigel Drive; south of NW 18th Street.
SIZE OF PLAT: 21.27 acres
ZONING: Grove Landing PUD

LOTS:

NUMBER: 54 single-family lots; 3 street lots
SIZE/DENSITY: 2.54 units per acre
USE: Residential
BUILDING LINES: Single Family
Front: 25' min
Rear: 30'
Side: 5' min. one side, 10' total
Lot Width: 50' min
Lot Area: 5,000 SF min

PARK SITE DEDICATION:

The parkland dedication requirement for the Reserve at the Grove is 1.02 acres. The developer has dedicated 8.1 acres of parkland with the Grove Landing Plat 2 final plat. The total park dedication for the Grove Landing PUD is estimated at 10.2 acres.

ADJACENT LANDS:

NORTH: R-3; Multiple Family Residence District and C-1; Neighborhood
Retail Commercial District (Savannah at Ankeny)
SOUTH: Grove Landing PUD (Plat 1)
EAST: R-1; One Family Residence District
WEST: Grove Landing PUD (Plat 1)

STREET DEVELOPMENT:

NAME: NW Savannah Drive
LENGTH: Approximately 1,069'
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

NAME: NW 17th Street
LENGTH: Approximately 844'
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

WASTE WATER:

PROJECTED FLOWS: 21.27 acres of developable land X 990 gal. per day/pers.= 21,057.3 GPD

WRA CAPACITY: 11.2 MGD; current daily avg. 4.4 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Rock Creek Trunk Sewer

STORM WATER:

BASIN FLOWS: This plat lies in the Saylorville Reservoir Drainage Area.

WATER SYSTEM:

USAGE: 54 units X 3 pers. per house X 100 gal. per day/person = 16,200 GPD

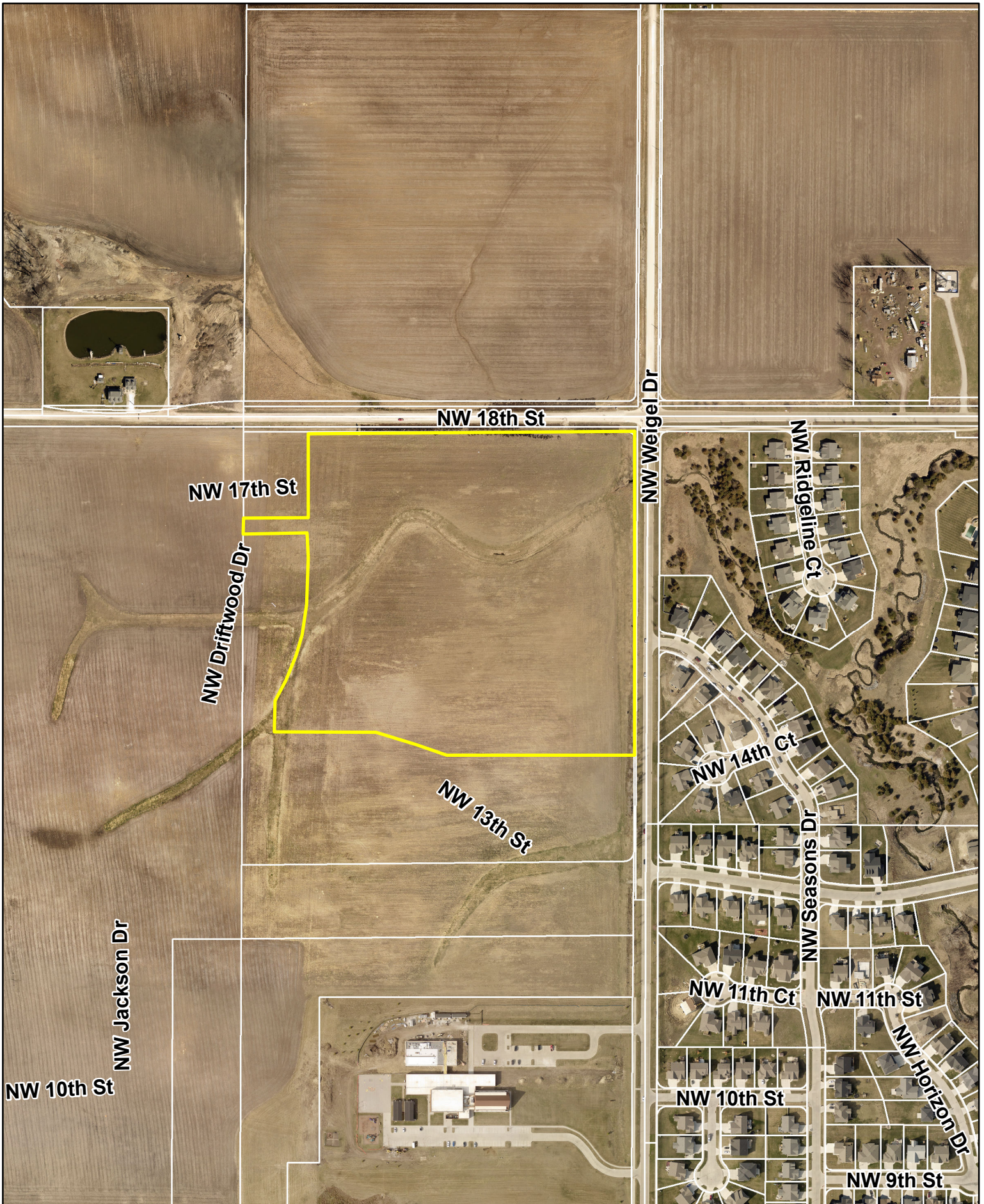
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

FINAL PLAT DRAWING:

Staff recommends approval.

CONSTRUCTION PLANS:

To be approved.





April 14, 2022

Planning and Zoning Commission & City Council
City of Ankeny
220 West 1st Street
Ankeny, Iowa 50021

RE: THE RESERVE AT THE GROVE
FINAL PLAT AND CONSTRUCTION DRAWING RESUBMITTAL
S&A PROJECT NO. 121.0358.01

Dear Honorable Mayor, City Council Members, & Planning and Zoning Commission:

On behalf of Greenland Homes, please find accompanying the revised Construction Drawings and Final Plat and associated information for the above referenced project. These documents have been prepared in accordance with the City of Ankeny's standards and specifications. We respectfully request the City's review and approval of the documents. The development is proposed for 54 single-family lots and two Outlots with associated utility and site infrastructure. Upon approval, construction is proposed to begin in the Spring of 2022.

Please find accompanying the following items:

- 6 copies of the Final Plat
- 2 copies of the Construction Drawings
- 2 copies of the response letter
- \$240 application fee

In keeping with City policy, we respectfully request cost participation in the following amounts along NW Weigel Drive:

- \$7,213.50 for upsizing 687 LF to an 8-foot wide trail
- \$2,500 for removal and replacement of existing sidewalk ramps

Please feel free to contact me at your convenience should you have any questions or comments. Thanks.

Sincerely,
SNYDER AND ASSOCIATES, INC.

Eric D. Cannon, P.E.

Cc: Corey Kautz, Greenland Homes Inc
File



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in The Reserve at the Grove Plat 1.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN, SANITARY SEWER AND STORM SEWER IN THE RESERVE AT THE GROVE PLAT 1

WHEREAS, the plans and specifications for the construction of water main, sanitary sewer and storm sewer in The Reserve at the Grove Plat 1 have been submitted and approved by the City Engineer; and

WHEREAS, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

WHEREAS, the Plan and Zoning Commission and the City Council have granted approval of the final plat for The Reserve at the Grove Plat 1.

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.
2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 2nd day of May 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of street paving in The Reserve at the Grove Plat 1.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept **RESOLUTION**.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STREET PAVING IN THE RESERVE AT THE GROVE PLAT 1

WHEREAS, the plans and specifications for the construction of street paving in The Reserve at the Grove Plat 1 have been submitted and approved by the City Engineer; and

WHEREAS, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

WHEREAS, the Plan and Zoning Commission and the City Council have granted approval of the final plat for The Reserve at the Grove Plat 1.

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.
2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 2nd day of May 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a Public Water Main Easement located on Outlot Y, Wilson Group Addition Plat 1; and associated with the development of 5825 SE Delaware Avenue, Peterbilt of Des Moines 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
 Water Main Easement

RESOLUTION

RESOLUTION ACCEPTING A PUBLIC WATER MAIN EASEMENT LOCATED ON OUTLOT Y, WILSON GROUP ADDITION PLAT 1; AND ASSOCIATED WITH THE DEVELOPMENT OF 5825 SE DELAWARE AVENUE, PETERBILT OF DES MOINES SITE PLAN

WHEREAS, a public water main easement located on Outlot Y, Wilson Group Addition Plat 1; and associated with the development of 5825 SE Delaware Avenue, Peterbilt of Des Moines site plan, as shown on the attached Exhibit A, has been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Public Water Main Easement located on Outlot Y, Wilson Group Addition Plat 1; and associated with the development of 5825 SE Delaware Avenue, Peterbilt of Des Moines site plan is hereby accepted.

PASSED AND APPROVED this 2nd day of May, 2022.

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

Preparer Information: Patrick A. Tefft, Dvorak Law Group, LLC, 9500 W. Dodge Rd. Omaha, Nebraska 68114 (402) 934-4770

PUBLIC WATER MAIN EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, The Wilson Group, L.L.C., of the City of Sioux City, County of Woodbury, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the real estate described on Exhibit A attached hereto.

That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Water Main

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

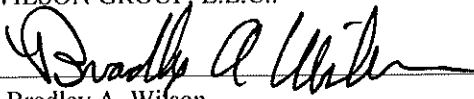
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

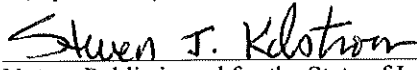
Signed this 21st day of February 2022.

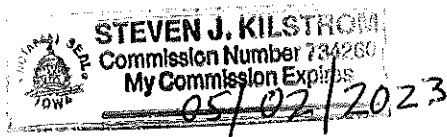
THE WILSON GROUP, L.L.C.:

By: 
Name: Bradley A. Wilson
Title: President

STATE OF IOWA, COUNTY OF WOODBURY, ss:

On this 21st day of February, 2022, before me, the undersigned, a Notary Public in and for said County and State personally appeared Bradley A. Wilson, to me personally known, who being by me duly sworn, did say that he is President, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the The Wilson Group, L.L.C., by it and by him voluntarily executed.


Notary Public in and for the State of Iowa



SECURITY NATIONAL BANK OF SIOUX CITY, IOWA:

By: Ron Jones
Name: Ron Jones
Title: VICE PRESIDENT

STATE OF IOWA, COUNTY OF WOODBURY, ss:

On this 25th day of March, 2022, before me, the undersigned, a Notary Public in and for said County and State personally appeared Ron Jones, to me personally known, who being by me duly sworn, did say that he is Ron Jones, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of Security National Bank of Sioux City, Iowa, by it and by him voluntarily executed.

Steven J. Kilstrom
Notary Public in and for the State of Iowa



EXHIBIT A

COUNTY: POLK
SUBDIVISION NAME: WILSON GROUP ADDITION
LOTS: OUTLOT Y
SEC: 79, T79N, R23W
ALIQUOT PART: NW FRAC 1/4
CITY: ANKENY
SURVEYOR NAME: VINCENT E. PIAGENTINI

ABACI CONSULTING, INC.
CIVIL ENGINEERING - LAND SURVEYING
3000 SE Grimes Blvd., Ste 800, GRIMES, IOWA 50111, PH. (515)986-5048

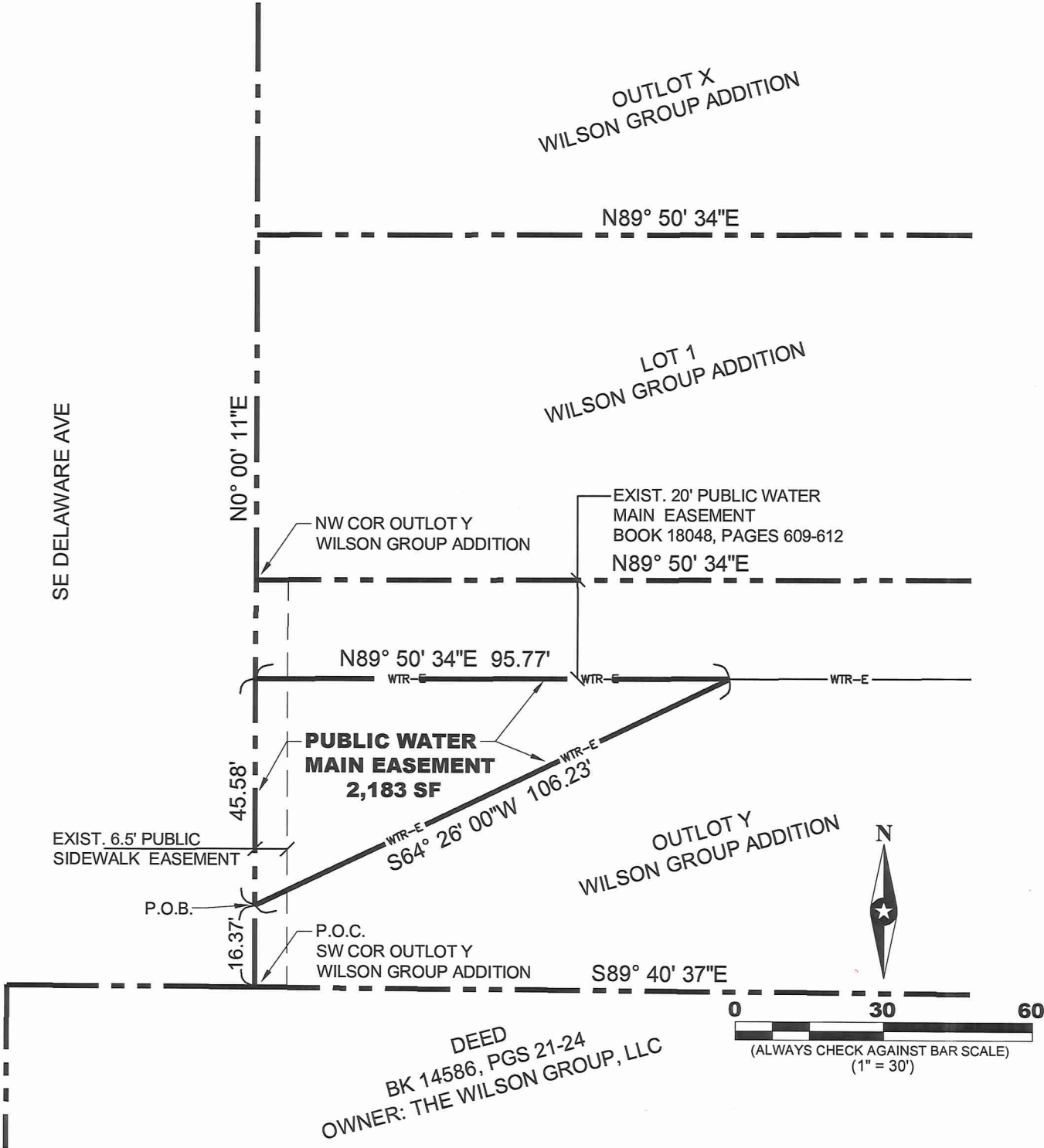
THIS SPACE RESERVED FOR RECORDER'S OFFICE USE ONLY

PREPARED BY & RETURN TO: ABACI CONSULTING INC, 3000 SE GRIMES BLVD, STE 800, GRIMES, IA 50111, PH.(515)986-5048

PUBLIC WATER MAIN EASEMENT

That part of Outlot Y of Wilson Group Addition, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa, more particularly described as follows:

Commencing at the Southwest corner of Outlot Y, Wilson Group Addition, an Official Plat in the City of Ankeny, Polk County, Iowa; thence North 00°00'11" East, along the East Right-Of-Way Line of SE Delaware Avenue, also being the West Line of said Outlot Y, Wilson Group Addition , for a distance of 16.37 feet to the Point-Of-Beginning; thence continuing North 00°00'11" East, along the East Right-Of-Way Line of SE Delaware Avenue, also being the West Line of said Outlot Y, Wilson Group Addition , for a distance of 45.58 feet; thence North 89°50'34" East, for a distance of 95.77 feet; thence South 64°26'00" West, for a distance of 106.23 feet to the Point-Of-Beginning, and containing 2,183 square feet or 0.05 acres of land, more or less.



DRAWING DATE: 1/20/2021 DRAFTER: BB PROJECT NO: 19168

I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELATED 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.

SIGNATURE: *Vincent E. Piagentini* DATE: 2/10/22
VINCENT E. PIAGENTINI

PRINTED OR TYPED NAME:
IOWA LIC. NO. 15982
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022.

THIS SHEET ONLY

PAGES COVERED BY THIS SEAL:



SYMBOLS LEGEND:

- R RECORDED DISTANCE & BEARING
- M MEASURED DISTANCE & BEARING
- C CALCULATED DISTANCE & BEARING
- O CORNER MONUMENT FOUND
- SET 1/2" IR YC 15982
- ▲ UNLESS NOTED
- ▲ SECTION CORNER FOUND
- ▲ SECTION CORNER SET
- 1/2" IR YC 15982
- UNLESS NOTED
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- OC YELLOW CAP
- IR ORANGE CAP
- IP IRON ROD
- IP IRON PIPE



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider a motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC, located south of NW 36th Street and east of NW Weigel Drive. (date of hrg: 5/16/22 at 5:30pm)

EXECUTIVE SUMMARY:

Hardship Land LLC is requesting to rezone 17.56 acres (Area A) from R-1 One-Family Residential District to R-3 Multiple-Family Residence District restricted to 10 units per acre.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting a public hearing for May 16, 2022 at 5:30pm.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended approval at their meeting on April 19, 2022.

PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice of Hearing
 Rezoning Exhibit
 Applicant's Letter
 Aerial Map

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY HARDSHIP LAND, LLC LOCATED SOUTH OF NW 36TH STREET AND EAST OF NW WEIGEL DRIVE

WHEREAS, on the 5th day of April, 2022, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 19th day of April, 2022, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land, LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District restricted to 10 units per acre; and

WHEREAS, the City Council now deems it necessary to provide for the notice and hearing of said amendment to rezone the following described property:

LEGAL DESCRIPTION (AREA A):

THE SOUTH 600 FEET OF THE NORTH 633 FEET OF THE EAST HALF OF THE
NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE
FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA

LAYMAN'S DESCRIPTION:

Approximately 17.56-acres (+/-) located south of NW 36th Street,
east of NW Weigel Drive

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 16th day of May, 2022, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the above-described property owned by Hardship Land, LLC, from the current R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to 10 units per acre; and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

PASSED AND APPROVED this 2nd day of May, 2022.

CITY OF ANKENY, IOWA

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 REZONE CERTAIN PROPERTY OWNED BY HARDSHIP LAND LLC, LOCATED
SOUTH OF NW 36TH STREET AND EAST OF NW WEIGEL DRIVE**

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hardship Land, LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District restricted to 10 units per acre:

LEGAL DESCRIPTION (AREA A):

THE SOUTH 600 FEET OF THE NORTH 633 FEET OF THE EAST HALF OF THE
NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF
THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA

LAYMAN'S DESCRIPTION:

Approximately 17.56-acres (+/-) located south of NW 36th Street,
east of NW Weigel Drive.

NOTICE IS FURTHER GIVEN that the proposed amendment, as described above, will affect only the above-described property.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the City Council will hold a public hearing at 5:30 p.m. on the 16th day of May, 2022, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendment, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

DATED this 2nd day of May, 2022.

CITY OF ANKENY, IOWA

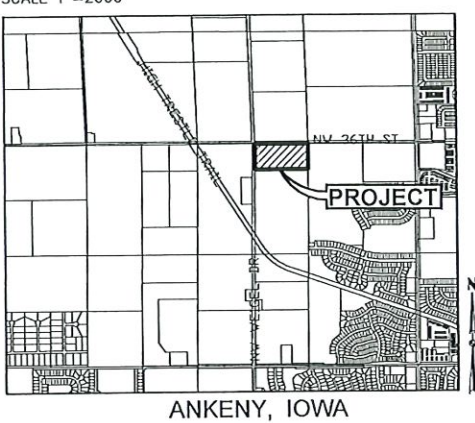
Michelle Yuska, City Clerk

Published in the Des Moines Register on the ____ day of _____, 2022.

FILED IN 2022 APR 19 10:51 AM BY: JESSICA L. JONES, CLERK OF POLK COUNTY, IOWA



VICINITY MAP



OWNER / APPLICANT

HARDSHIP LAND LLC
CONTACT: SONNY HALL
303 LOCUST ST STE 400
DES MOINES, IA 50309-1770
PH. (515) 489-0878

ZONING:

EXISTING: R-1 SINGLE FAMILY RESIDENTIAL DISTRICT
PROPOSED: R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT RESTRICTED TO 10 UNITS/ACRE

REZONING DESCRIPTION - AREA 'A':

THE SOUTH 600 FEET OF THE NORTH 633 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	ANKENY ACRES BIA LLC	1.15	4.4%	
2	SEXAUER FARM INC	7.35	28.2%	
3	TRIPLE J OF ANKENY LC	1.10	4.2%	
4	HARDSHIP LAND LLC	4.44	17.0%	X
5	BLOMQUIST, BRIAN & STACY	0.13	0.5%	
6	HARDSHIP LAND LLC	7.32	28.1%	X
7	CITY STATE BANK	4.57	17.5%	X
		26.07	100.0%	62.6%



REVISIONS

DATE

03/24/2022

03/07/2022

SECOND SUBMITTAL

FIRST SUBMITTAL

4121 NW URBANDALE DRIVE

URBANDALE, IOWA 50322

PHONE: (515) 369-4400

FAX: (515) 369-4410

ENGINEER: EKO

EI: GH

CIVIL DESIGN ADVANTAGE

ANKENY, IOWA

HARMON PROPERTY

REZONING MAP - AREA 'A'

1

1

2107.612

ROLL CALL
Plan & Zoning Commission
Ankeny, IA

Date April 19, 2022

Ayes 7 Nays 0 Abstain 1 Absent 1

APPROVED
G. Hunter Chairperson
B. Stephens Secretary



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

March 29, 2022

Honorable Mayor, City Council & Planning & Zoning Commission
c/o Eric Carstens
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50021

RE: Harmon Property Rezoning

Honorable Mayor, City Council and Planning & Zoning Commission;

On behalf of Hardship Land LLC, we submit herewith the following rezoning request to rezone approximately 80.8 acres located south of NW 36th Street and east of NW Weigel Drive. The existing zoning on the property is R-1 One Family Residential and we are requesting to rezone 63.2 acres to R-3 Multiple-Family Residence District restricted to single family residential and 17.6 acres to R-3 Multiple-Family Residence District restricted to a density of 10 units per acre. Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Erin K. Ollendike, P.E.



NW 36th St

AREA A

AREA B

NW Weigel Dr

NW Boulder
Point Pl

NW Reinhart Dr

NW 25th St



1 inch = 425 feet
Date: 3/24/2022

Harmon Property Rezoning & Land Use Map Amendment





ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC, located south of NW 36th Street and east of NW Weigel Drive. (date of hrg: 5/16/22 at 5:30pm)

EXECUTIVE SUMMARY:

Hardship Land LLC is requesting to rezone 63.2 acres (Area B) from R-1 One-Family Residential District to R-3 Multiple-Family Residence District restricted to single family residential.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting a public hearing for May 16, 2022 at 5:30pm.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended approval at their meeting on April 19, 2022.

PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice of Hearing
 Rezoning Exhibit
 Applicant's Letter
 Aerial Map

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY HARDSHIP LAND, LLC LOCATED SOUTH OF NW 36TH STREET AND EAST OF NW WEIGEL DRIVE

WHEREAS, on the 5th day of April, 2022, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 19th day of April, 2022, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land, LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District restricted to single family residential; and

WHEREAS, the City Council now deems it necessary to provide for the notice and hearing of said amendment to rezone the following described property:

LEGAL DESCRIPTION (AREA B):

THE PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9,
TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE
CITY OF ANKENY, POLK COUNTY, IOWA, LYING NORTH OF THE ABANDONED NORTH
PACIFIC RAILROAD, EXCEPT THE NORTH 633 FEET

LAYMAN'S DESCRIPTION:

Approximately 63.19-acres (+/-) located south of NW 36th Street,
east of NW Weigel Drive.

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 16th day of May, 2022, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the above-described property owned by Hardship Land, LLC, from the current R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to single family residential; and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

PASSED AND APPROVED this 2nd day of May, 2022.

CITY OF ANKENY, IOWA

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 REZONE CERTAIN PROPERTY OWNED BY HARDSHIP LAND LLC, LOCATED
SOUTH OF NW 36TH STREET AND EAST OF NW WEIGEL DRIVE**

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hardship Land, LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District restricted to single family residential:

LEGAL DESCRIPTION (AREA B):

THE PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9,
TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE
CITY OF ANKENY, POLK COUNTY, IOWA, LYING NORTH OF THE ABANDONED
NORTH PACIFIC RAILROAD, EXCEPT THE NORTH 633 FEET

LAYMAN'S DESCRIPTION:

Approximately 63.19-acres (+/-) located south of NW 36th Street,
east of NW Weigel Drive.

NOTICE IS FURTHER GIVEN that the proposed amendment, as described above, will affect only the above-described property.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the City Council will hold a public hearing at 5:30 p.m. on the 16th day of May, 2022, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendment, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

DATED this 2nd day of May, 2022.

CITY OF ANKENY, IOWA

Michelle Yuska, City Clerk

Published in the Des Moines Register on the ____ day of _____, 2022.



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

March 29, 2022

Honorable Mayor, City Council & Planning & Zoning Commission
c/o Eric Carstens
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50021

RE: Harmon Property Rezoning

Honorable Mayor, City Council and Planning & Zoning Commission;

On behalf of Hardship Land LLC, we submit herewith the following rezoning request to rezone approximately 80.8 acres located south of NW 36th Street and east of NW Weigel Drive. The existing zoning on the property is R-1 One Family Residential and we are requesting to rezone 63.2 acres to R-3 Multiple-Family Residence District restricted to single family residential and 17.6 acres to R-3 Multiple-Family Residence District restricted to a density of 10 units per acre. Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Erin K. Ollendike, P.E.



NW 36th St

AREA A

AREA B

NW Weigel Dr

NW Boulder
Point Pl

NW Reinhart Dr

NW 25th St



N

1 inch = 425 feet

Date: 3/24/2022

Harmon Property Rezoning & Land Use Map Amendment





ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting warranty deed to streets, performance and maintenance bonds for public improvements, and platted easements for Crosswinds Business Park Plat 1.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 ROW Acquisition Plat

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Derek Silverthorn, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3557

RESOLUTION

**RESOLUTION ACCEPTING WARRANTY DEED TO STREETS,
PERFORMANCE AND MAINTENANCE BONDS FOR PUBLIC IMPROVEMENTS,
AND PLATTED EASEMENTS FOR CROSSWINDS BUSINESS PARK PLAT 1**

WHEREAS, the City Council of the City of Ankeny, Iowa, approved the final plat for Crosswinds Business Park Plat 1 on the 16th day of September, 2019; and

WHEREAS, the warranty deed to streets, performance and maintenance bonds for public improvements, and platted easements have been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That the warranty deed to streets is hereby accepted; and
2. That the performance and maintenance bonds for paving, subgrade, and storm sewer are hereby accepted; and
3. That the public drainage easement, public utility easement, and public storm sewer easement are hereby accepted.

PASSED AND APPROVED this 2nd day of May, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
OUTLOT "X"
CROSSWINDS BUSINESS PARK PLAT 1
SEC. 07-79-23
REQUESTED BY:
OPUS DEVELOPMENT COMPANY L.L.C.

ACQUISITION PLAT

PLAT DESCRIPTION

A PART OF OUTLOT "X", CROSSWINDS BUSINESS PARK PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT "X"; THENCE SOUTH 88°50'18" EAST ALONG THE NORTH LINE OF SAID OUTLOT "X", 809.50 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "X"; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID OUTLOT "X" AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 838.50 FEET, WHOSE ARC LENGTH IS 90.52 FEET AND WHOSE CHORD BEARS SOUTH 07°03'08" WEST, 90.48 FEET; THENCE NORTH 88°50'18" WEST, 677.21 FEET; THENCE SOUTH 85°27'04" WEST, 34.56 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 50.00 FEET, WHOSE ARC LENGTH IS 74.80 FEET, AND WHOSE CHORD BEARS SOUTH 42°35'37" WEST, 68.02 FEET; THENCE SOUTH 0°15'50" EAST, 356.27 FEET; THENCE SOUTH 89°44'10" WEST, 39.99 FEET TO THE WEST LINE OF SAID OUTLOT "X"; THENCE NORTH 0°15'54" WEST ALONG SAID WEST LINE, 501.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.05 ACRES (89,484 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

CURVE TABLE

CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	6°11'08"	838.50'	90.52'	45.30'	S7°03'08"W 90.48'
C2	85°42'54"	50.00'	74.80'	46.39'	S42°35'37"W 68.02'

DATE OF SURVEY

04-11-2022

OWNER

LEGACY CUTLER L.L.C.
LEGACY HOUSBY L.L.C.
LEGACY REICHARDT L.L.C.

BASIS OF BEARING

THE NORTHLINE OF OUTLOT "X" IS ASSUMED TO BEAR SOUTH 88°50'18" EAST, FOR THE PURPOSE OF THIS SURVEY.

LEGEND

FEATURES

Section Corner
1/2" Rebar, Yellow Plastic Cap, #19710
(Unless Otherwise Noted)

ROW Marker
ROW Rail
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND SET

▲ △
● ○
■ □
I P
M R
D C



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 4/15/22 Date
License Number 19710
My License Renewal Date is December 31, 2023
Pages or sheets covered by this seal:
Sheets 1-2, of 2.

OUTLOT "X" - CROSSWINDS BUSINESS PARK PLAT 1

ACQUISITION PLAT



SNYDER
& ASSOCIATES

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2

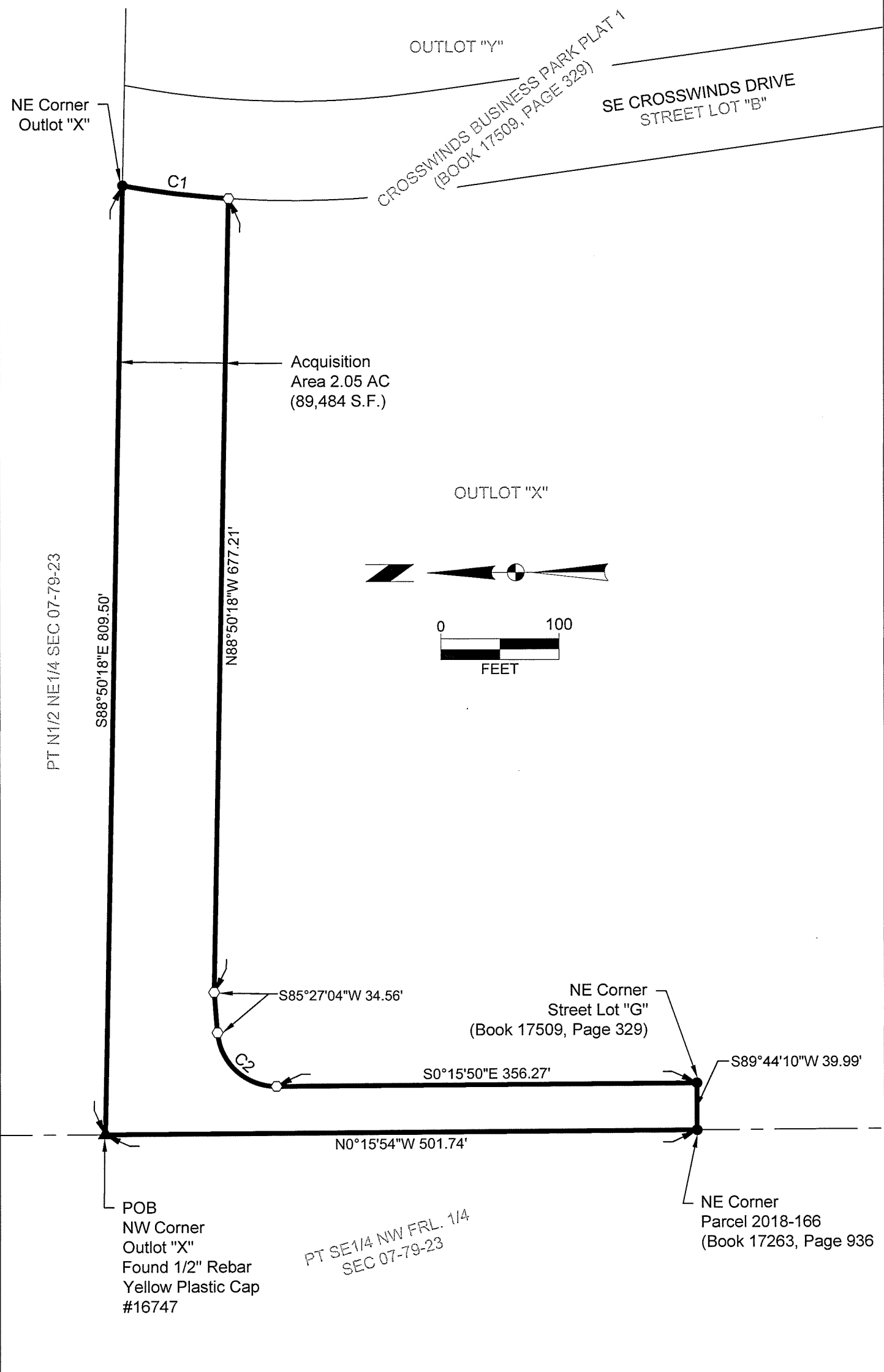
PN: 122.0231.01

T-R-S:79N-23W-07

DATE: 04/11/22

PM/TECH: EDG/AJD

ACQUISITION PLAT



OUTLOT "X" - CROSSWINDS BUSINESS PARK PLAT 1 ACQUISITION PLAT  SNYDER & ASSOCIATES	SHEET 2 OF 2
	PN: 122.0231.01
	T-R-S:79N-23W-07
	DATE: 04/11/22
2727 S.W. SNYDER BLVD. ANKENY, IA 50023 (515) 964-2020	
PM/TECH: EDG/AJD	



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of subgrade and storm sewer in Crosswinds Business Park Plat 1.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, CONTRACTS, AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF SUBGRADE AND STORM SEWER IN CROSSWINDS BUSINESS PARK PLAT 1

WHEREAS, the plans and specifications for the construction of subgrade and storm sewer in Crosswinds Business Park Plat 1 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contracts for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer; and

WHEREAS, the Director of Community Development recommended City Council approval, and the City Council has approved the final plat for Crosswinds Business Park Plat 1.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That the plans and specifications for the construction of subgrade and storm sewer are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above-described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

PASSED AND APPROVED this 2nd day of May, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Crosswinds Business Park Plat 1.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, CONTRACTS, AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STREET PAVING IN CROSSWINDS BUSINESS PARK PLAT 1

WHEREAS, the plans and specifications for the construction of street paving in Crosswinds Business Park Plat 1 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contracts for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer; and

WHEREAS, the Director of Community Development recommended City Council approval, and the City Council has approved the final plat for Crosswinds Business Park Plat 1.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That the plans and specifications for the construction of street paving are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above-described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

PASSED AND APPROVED this 2nd day of May, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting the final plat for Pagliai Compound Plat 2, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

EXECUTIVE SUMMARY:

The subject area is generally located north of NE 70th Street and west of NE Berwick Drive; east of the City of Ankeny's corporate limits. The property lies within the state statutory two-mile subdivision review required of the City of Ankeny, and is located within the City's 2040 planning boundary.

The proposed 20.06-acre plat is currently zoned AT – Agricultural Transition (Cluster Development Option) under Polk County's zoning regulations and is identified as being utilized for Low-Density Residential and Open Space in The Ankeny Plan 2040 Future Land Use Map. The proposed plat redefines three existing parcels within the Pagliai Compound Plat 1 Final Plat to create one lot for an existing homestead and one additional lot for a land locked parcel currently described as Parcel "K". Shared access will be utilized to provide both lots access to NE Berwick Drive. A number of easements are proposed on the site, including drainage and stream buffer, woodland protection, private driveway, and undisturbed buffer easements.

Properties on the proposed plat will utilize the Des Moines Water Works for water service and individual on-site sewage systems for sewage disposal. Should the properties within the proposed plat be annexed into the City of Ankeny, streetlights and sidewalks will be the responsibility of the property owners.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended approval at their meeting on February 8, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 P&Z Commission Minutes
 Final Plat
 Staff Report
 Aerial Map
 Applicant Letter

RESOLUTION

**RESOLUTION ACCEPTING THE FINAL PLAT FOR PAGLIAI COMPOUND PLAT 2,
SUBJECT TO APPLICABLE POLK COUNTY SUBDIVISION REQUIREMENTS IN LIEU OF
CITY OF ANKENY SUBDIVISION REGULATIONS**

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended City Council approval of the final plat for Pagliai Compound Plat 2 on the 8th day of February 2022; and

WHEREAS, the Commission also recommended that the subdivision comply with applicable Polk County Subdivision Requirements in lieu of the Ankeny Subdivision Regulations; and

WHEREAS, the plat area is located within the two-mile subdivision review authority of the City of Ankeny, Iowa, and is within a planned growth or annexation area of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the final plat for Pagliai Compound Plat 2 is hereby approved and accepted, subject to the applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

PASSED AND APPROVED this 2nd day of May, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, February 8, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair T.Flack called the February 8, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

CONSENT AGENDA ITEMS

Item #3. Pagliai Compound Plat 2 Final Plat (County)

Motion to recommend City Council approval of the Pagliai Compound Plat 2 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Motion by A.Renaud to approve the recommendations for Consent Agenda Item(s) #1 - #3. Second by G.Hunter. All voted aye. Motion carried 6 – 0.

Sheet 1 of 1



*Plan and Zoning Commission
Staff Report*

Meeting Date: February 8, 2022

Agenda Item: Pagliai Compound Plat 2 – Final Plat (County)
Report Date: February 3, 2022
Prepared by: Bryan Morrissey *EJC*
Associate Planner

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the Pagliai Compound Plat 2 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

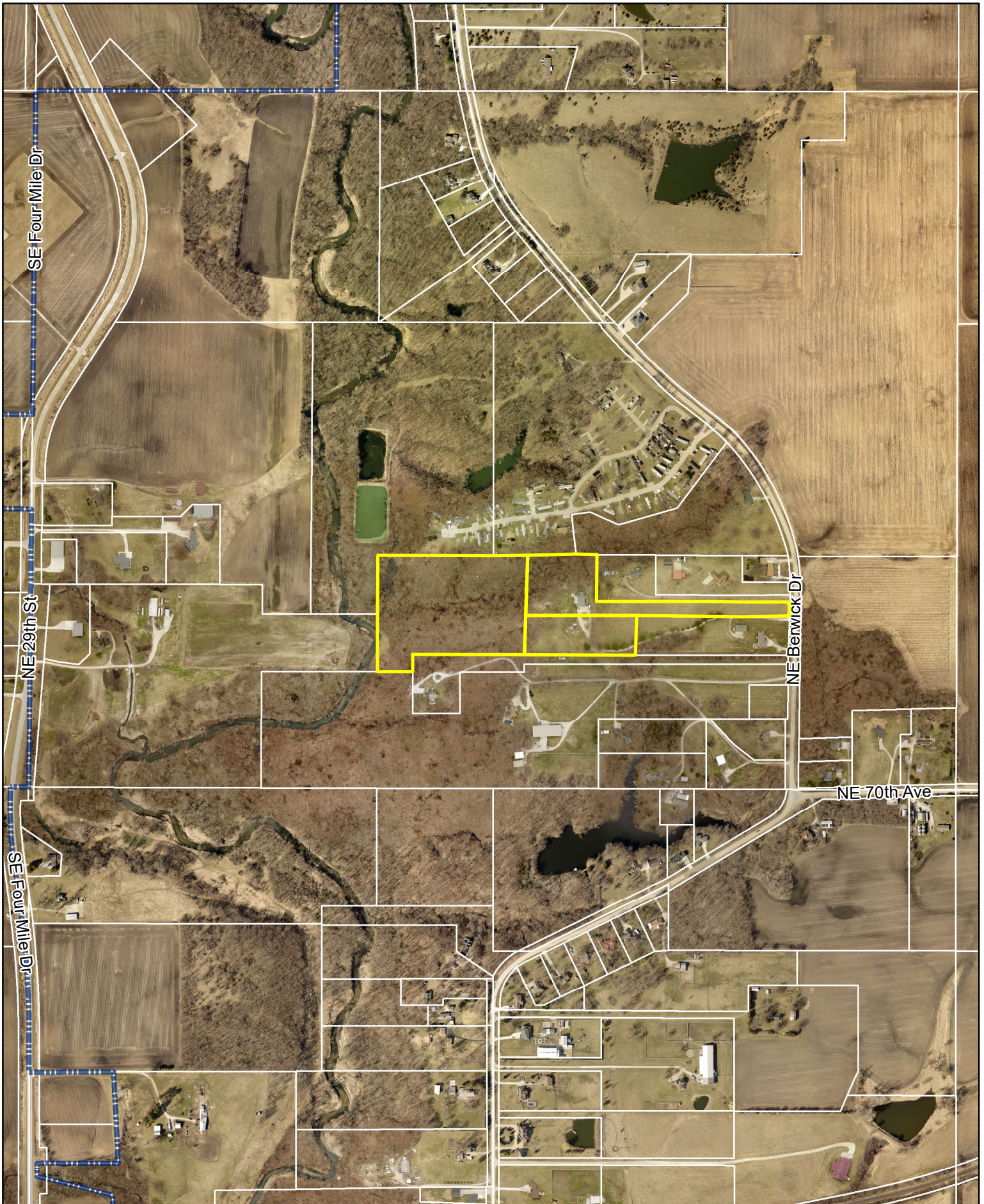
Project Summary

The subject area is generally located north of NE 70th Street and west of NE Berwick Drive; east of the City of Ankeny's corporate limits. The property lies within the state statutory two-mile subdivision review required of the City of Ankeny, and is located within the City's 2040 planning boundary.

The proposed 20.06-acre plat is currently zoned AT – Agricultural Transition (Cluster Development Option) under Polk County's zoning regulations and is identified as being utilized for Low-Density Residential and Open Space in The Ankeny Plan 2040 Future Land Use Map. The proposed plat redefines three existing parcels within the Pagliai Compound Plat 1 Final Plat to create one lot for an existing homestead and one additional lot for a land locked parcel currently described as Parcel "K". Shared access will be utilized to provide both lots access to NE Berwick Drive. A number of easements are proposed on the site, including drainage and stream buffer, woodland protection, private driveway, and undisturbed buffer easements.

Properties on the proposed plat will utilize the Des Moines Water Works for water service and individual on-site sewage systems for sewage disposal. Should the properties within the proposed plat be annexed into the City of Ankeny, streetlights and sidewalks will be the responsibility of the property owners.

Staff recommends the City of Ankeny defer to the Polk County Subdivision Requirements.



N



1 inch = 700 feet

Date: 1/21/2022

Pagliai Compound Plat 2 - Final Plat (County)



January 24, 2022

Honorable Mayor and City Council
Plan and Zoning Commission
City of Ankeny
1210 NW Prairie Ridge Dr.
Ankeny, Iowa 50023-1564

RE: PAGLIAI COMPOUND PLAT 2 – (COUNTY SUBDIVISION PLAT)
POLK COUNTY, IOWA
S&A PROJECT NO. 121.0213

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

On behalf of Chris Pagliai, as owner and developer, please find accompanying Final Plat and associated information for the above referenced project. These documents have been prepared in accordance with Polk County's standards and specifications and we respectfully request the City of Ankeny review and approval. This plat illustrates the division of an existing parcel to provide access to an existing land lock parcel for a total of two (2) residential lots in rural Polk County.

As requested, we have addressed all items of the Tech Review through plan modification and discussions with Staff.

Please find accompanying the following items:

- 6 folded copies of the Final Plat.
- \$240 review fee.

We are anticipating this project being placed on February 8th 2022 Plan and Zoning Commission agenda in route to a final approval of the above mentioned items on the February 21st, 2022 City Council agenda. If there are additional questions or comments on this project, please contact me at your convenience. Thank you.

Sincerely,

SNYDER AND ASSOCIATES, INC.

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

Terry Coady, PLS

Enclosure

cc: Chris Pagliai, Developer
Chris Meeks, Polk County Planning Division
File

RECEIVED
JAN 24 2022
CITY OF ANKENY



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa regarding the voluntary urbanized annexation of certain territory adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC. (date of hrg: 6/6/22 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

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

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Adopt resolution setting a public hearing for 6/6/22 at 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 7, 2022 - City Council initiated voluntary urbanized annexation

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

PUBLIC OUTREACH EFFORTS:

Consultation meeting held on March 2, 2022.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Public Notice
 Aerial Map
 Landownership Map

RESOLUTION 2022-

**A RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE
CITY OF ANKENY, IOWA REGARDING THE VOLUNTARY URBANIZED ANNEXATION OF
CERTAIN TERRITORY LOCATED ADJACENT TO THE NORTHEAST QUADRANT OF ANKENY
REQUESTED BY HOPE KIMBERLEY LLC**

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

LEGAL DESCRIPTION:

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

AND;

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

AND;

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

AND;

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

AND;

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

AND;

THE WEST 264 FEET OF THE EAST 2312 FEET TO THE NORTH 330 FEET OF THE N $\frac{3}{4}$ OF THE NORTHWEST $\frac{1}{4}$, LESS ROAD, OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Hope Kimberley LLC], AND; THE N $\frac{3}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPTING FROM THE ABOVE DESCRIBED PREMISES THE FOLLOWING: THE EAST 1430 FEET AND EXCEPTING THE WEST 127 FEET OF THE EAST 1557 FEET OF THE NORTH 637 FEET, AND EXCEPTING THE WEST 165 OF THE EAST 1722 FEET OF THE NORTH 264 FEET, AND EXCEPTING THAT PART CONVEYED IN BOOK 5724 PAGE 650 AND BOOK 5724 PAGE 651 OF THE N $\frac{3}{4}$ OF THE NE $\frac{1}{4}$ LESS ROAD. [Owner(s): Hope Kimberley LLC],

AND;

OUTLOT "Y" IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. [Owner(s): Hope Kimberley LLC], AND;

THE SOUTH 20 ACRES OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 36 [Owner(s): Hope Kimberley LLC],

AND;

THE SOUTH $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ IN SECTION 36, EXCEPT PLAT OF SURVEY PARCEL A RECORDED IN BOOK 8572 PAGE 426; EXCEPT PLAT OF SURVEY PARCEL "2018-191" RECORDED IN BOOK 17102 AT PAGE 203; AND EXCEPT LEGALLY ESTABLISHED HIGHWAYS [Owner(s): Hope Kimberley LLC],

AND;

PART OF PARCEL "2018-191" {RECORDED BOOK 17102, PAGE 203} OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION 36 TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CORNER OF SAID PARCEL 2018-191", SAID POINT BEING THE NE CORNER OF SAID ABUHL ACRES AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE $\frac{1}{4}$ FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NORTHWEST CORNER OF SAID ABUHL ACRES; THENCE S00°00'00"W, 440.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, ABUHL ACRES AND POINT OF BEGINNING; THENCE CONTINUING S00°00'00"W, 10.00 FEET TO THE SW CORNER OF SAID LOT 1; THENCE N88°58'00"E, 109.00 FEET ALONG THE SOUTH LINE OF SAID LOT 1 TO THE NW CORNER OF PARCEL "A" (RECORDED BOOK 8572, PAGE 426) AND A CORNER OF SAID "PARCEL 2018-191"; THENCE S00°00'00"W, 320.00 FEET TO THE SW CORNER OF SAID PARCEL "A"; THENCE N88°58'00"E, 208.00 FEET TO THE SE CORNER OF SAID PARCEL "A", SAID POINT LYING ON SAID EAST LINE OF THE NE $\frac{1}{4}$; THENCE S00°00'00"W, 50.00 FEET ALONG SAID EAST LINE TO THE SE CORNER OF SAID PARCEL "2018-191"; THENCE S88°58'00"W, 542.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 380.00 FEET ALONG THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 225.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.127 ACRES (136,208 S.F.); SUBJECT TO 0.038 ACRES (1,650 S.F.) RIGHT-OF-WAY EASEMENT; 3.089 ACRES (134,558 S.F.) REMAINING; SUBJECT TO AND TOGETHER WITH ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Robin & Judith Van Dyke],

AND;

PARCEL "A" OF PLAT OF SURVEY RECORDED IN BOOK 8571 PAGE 426 BEING A PART OF THE S $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Robin & Judith Van Dyke],

AND;

PART OF LOT 1, ABUHL ACRES, AN OFFICIAL PLAT IN POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID ABUHL ACRES ALSO BEING THE SW CORNER OF SAID LOT 1 AND CORNER OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203); THENCE N00°00'00"E, 10.00 FEET ALONG THE WEST LINE OF SAID LOT 1, ABUHL ACRES; THENCE N88°58'00"E, 109.00 FEET ALONG A LINE 10 FEET PERPENDICULARLY DISTANT FROM THE SOUTH LINE OF SAID LOT 1; THENCE S00°00'00"W, 10.00 FEET TO SAID SOUTH LINE OF LOT 1, SAID POINT BEING THE NW CORNER OF PARCEL "A" (RECORDED BOOK 8572, PAGE 426) AND A CORNER OF SAID "PARCEL 2018-191"; THENCE S88°58'00"W, 109.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.025 ACRES (1,090 S.F.); SUBJECT TO AND TOGETHER WITH ANY EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Robin & Judith Van Dyke],

AND;

LOT 1 (EXCEPT PARCEL "2020-9" OF PLAT OF SURVEY RECORDED IN BOOK 17821 PAGE 958) IN ABUHL ACRES, AN OFFICIAL PLAT, IN POLK COUNTY, AND PARCEL "2020-11" OF PLAT OF SURVEY RECORDED IN BOOK 17821 PAGE 985 BEING A PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Shannon L. & Jill L. Haus],

AND;

PART OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CORNER OF SAID PARCEL "2018-191", SAID POINT BEING THE NE CORNER OF ABUHL ACRES, AN OFFICIAL PLAT AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE $\frac{1}{4}$ FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NW CORNER OF LOT 3 OF SAID ABUHL ACRES; THENCE S00°00'00"W 150.00 FEET TO THE SW CORNER OF SAID LOT 3, ABUHL ACRES; THENCE S88°58'00"W, 225.00 FEET TO THE WEST LINE OF SAID PARCEL

"2018-191"; THENCE N00°00'00"E, 225.00 FEET TO THE NW CORNER OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 542.00 FEET TO SAID EAST LINE OF THE NE1/4; THENCE S00°00'00"W, 75.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.708 ACRES (74,388 S.F.), SUBJECT TO 0.057 ACRES (2,475 S.F.) RIGHT-OF-WAY EASEMENT; 1.651 ACRES (71,913 S.F.) REMAINING; SUBJECT TO AND TOGETHER WITH ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Alan Abuhl],

AND;

LOT 3 IN ABUHL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA. [Owner(s): Alan Abuhl]

AND;

THE NORTH 1/2 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PORTION DEEDED IN BOOK 3604, PAGE 137, TO THE STATE OF IOWA FOR INTERSTATE 35, AND EXCEPT THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET THEREOF, AND EXCEPT THAT PORTION DEEDED TO POLK COUNTY, RECORDED IN BOOK 5336, PAGE 856. [Owner(s): Kim Rueter Revocable Trust, Alex Rueter, Karen Wall, Kim Rueter, Paige Rueter Benlaala, Terri Nation, & Todd Rueter],

AND;

THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE EXISTING ROAD; AND EXCEPT THAT PART THEREOF CONVEYED TO POLK COUNTY, IOWA, BY WARRANTY DEED RECORDED IN BOOK 5336, PAGE 861. [Owner(s): Alex Rueter, Paige Benlaala, & Todd Rueter]

LAYMAN'S DESCRIPTION:

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

WHEREAS, Section 368.7, Code of Iowa, provides that cities may, in connection with an Application for voluntary annexation, annex up to 20% of the total property to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries; and

WHEREAS, the said Section provides that notice of the Application shall be published in an official county newspaper at least 10 business days prior to the action by the City Council on the Application; and

WHEREAS, the titleholders to the property described above have filed an application pursuant to Section 368.7; and

WHEREAS, the City has determined, in connection with the application, to exercise its authority to annex additional territory from non-consenting owners in order to avoid the creation of an island or to create more uniform boundaries; and

WHEREAS, the following described property is additional territory to be annexed from non-consenting owners:

LEGAL DESCRIPTION:

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

AND;

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

AND;

THE WEST 413.00 FEET OF THE EAST 1,095.00 FEET OF THE NORTH 637.00 FEET OF THE NORTHWEST 1.4 OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART DEEDED TO POLK COUNTY, IOWA IN WARRANTY DEED FILED MARCH 28, 1984 IN BOOK 5336 PAGE 847, AND SUBJECT TO ESTABLISHED ROADWAY. [Owner(s): Christopher L. & Irene K. Seuntjens],

AND;

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

AND;

THE WEST 150 FEET OF THE EAST 1557 FEET TO THE NORTH 637 FEET OF THE N $\frac{3}{4}$ OF THE NORTHWEST $\frac{1}{4}$, LESS ROAD, OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS. [Owner(s): Steve & Bonnie Klein],

AND;

A PORTION OF THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT 1557 FEET WEST OF THE NE CORNER OF SAID, TOWNSHIP 81 NORTH, RANGE 24; THENCE SOUTH 264 FEET; THENCE WEST 165 FEET; THENCE NORTH 264 FEET; THENCE EAST 165 FEET TO THE POINT OF BEGINNING, CONTAINING ONE ACRE, MORE OR LESS. [Owner(s): Kevin & Emily Huss],

AND;

W 50F N 115F E 1206.05F NE $\frac{1}{4}$ NW $\frac{1}{4}$ LESS .038 A RD SEC 36-81-24. [Owner(s): NW Bell Telephone Co],

AND;

PART OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CORNER OF SAID PARCEL "2018-191", SAID POINT BEING THE NE CORNER OF ABUHL ACRES, AN OFFICIAL PLAT AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE $\frac{1}{4}$ FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NW CORNER OF SAID ABUHL ACRES; THENCE S00°00'00"W, 150.00 FEET TO THE NW CORNER OF LOT 2 OF SAID ABUHL ACRES AND POINT OF BEGINNING; THENCE CONTINUING S00°00'00"W, 150.00 FEET TO THE SW CORNER OF SAID LOT 2; THENCE S88°58'00"W, 225.00 FEET TO THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 150.00 FEET ALONG THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 225.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.775 ACRES (33,744 S.F.); SUBJECT TO AND TOGETHER WITH ANY EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Wayne E. Abuhl, Shannon L. & Jill L. Haus],

AND;

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

AND;

THE NORTH 137 FEET OF THE WEST 272 FEET OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL $\frac{1}{4}$) OF SECTION 31; ALSO THE SOUTH 302 FEET OF THE WEST 272 FEET OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL $\frac{1}{4}$), EXCEPT THE EAST 42 FEET OF THE NORTH 120 FEET THEREOF, OF SECTION 31, ALL IN TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPTING EXISTING ROADS AND HIGHWAYS.[Owner(s): Alvin L. & Emily M. Wyckoff]

LAYMAN'S DESCRIPTION:

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

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

WHEREAS, the said Section provides that notice of the Application shall be mailed by regular mail to the Chairperson of the County Board of Supervisors, to each owner of property that adjoins the territory, to all non-consenting owners of property, and each public utility which serves the area and by certified mail to the Chairperson of the County Board of Supervisors, to the Iowa Attorney General, Polk County Attorney, to the Metropolitan Planning Organization, Regional Planning Authority, to all affected public utilities, to all non-consenting owners of property to be annexed and to each city which adjoins the territory or is within two miles of the territory at least 14 business days prior to the action of the City Council of the Application.

WHEREAS, the City Council of the City of Ankeny, Iowa deems it appropriate that a public hearing be held on such proposed annexation.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa as follows:

1. A public hearing before this Council on the application for annexation described in the preamble to this resolution is hereby set for 5:30 P.M. on the 6th day of June, 2022.
2. The City Clerk is authorized and directed to publish notice of such hearing at the time and manner required by law.

PASSED AND APPROVED this 2nd day of May, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF PUBLIC HEARING ON APPLICATIONS
FOR A VOLUNTARY URBANIZED ANNEXATION OF CERTAIN TERRITORY ADJACENT
TO THE NORTHEAST QUADRANT OF ANKENY REQUESTED BY HOPE KIMBERLEY LLC**

TO: ALL CITIZENS AND RESIDENTS OF THE CITY OF ANKENY, IOWA, AND TO ALL OTHER PERSONS WHO MAY BE ENTITLED TO NOTICE OF THE FILING OF AN APPLICATION FOR ANNEXATION UNDER THE PROVISIONS OF IOWA CODE SECTION 368.7.

YOU ARE HEREBY NOTIFIED that applications for annexation have been made and are under consideration by the City of Ankeny by the following property owners of tract of land, legally described as follows:

LEGAL DESCRIPTION:

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

AND;

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

AND;

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

AND;

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

AND;

THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHWEST CORNER OF THE SW FRL ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, THENCE N 90°00'E, 1622.95 FEET ALONG THE SOUTH LINE OF SAID SW FRL ¼ OF SECTION 30; THENCE N 00°22'W, 645 FEET; THENCE S99°55'W, 1373 FEET; THENCE N 10°00'E, 160 FEET; THENCE N 36°00'E 85 FEET; THENCE N 10°00'W, 93 FEET; THENCE N 45°30'W 130 FEET; THENCE N 69°30'W 98 FEET; THENCE N 57°00'W, 47 FEET; THENCE N 13°00'W, 49 FEET; THENCE N 28°30'W 67.93 FEET; THENCE S 90°00'W, 45 FEET TO A POINT ON THE WEST LINE OF THE SW FRL ¼ OF SECTION 30; THENCE S 00°13'32"E 1195.44 FEET TO THE POINT OF BEGINNING; AND EXCEPT A PARCEL OF LAND LOCATED IN THE SE ¼ OF THE SW FRL ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, ACQUIRED BY THE STATE OF IOWA THRU CONDEMNATION PROCEEDINGS RECORDED IN BOOK 3580, PAGE 426 THRU 505 AND A PARCEL OF LAND LOCATED IN THE NE ¼ OF THE SW FRL ¼ OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, DEEDED TO THE STATE OF IOWA AND RECORDED IN BOOK 3599, PAGE 321. [Owner(s): Hope K Farms], AND; THE EAST 1,430 FEET OF THE NORTH ¾ OF THE NORTHEAST 1/4 OF SECTION 36, EXCEPT PLAT OF SURVEY PARCEL "2018-191", RECORDED IN BOOK 17102 AT PAGE 203 AND EXCEPT THE WEST 413.00 FEET OF THE EAST 1,095.00 FEET OF THE NORTH 637 FEET AND EXCEPT THE WEST 335 FEET OF THE EAST 1430 FEET OF THE NORTH 637 FEET AND EXCEPT ABUHL ACRES, AN OFFICIAL PLAT, EXCEPT A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 36 BEGINNING AT THE NORTHEAST COMER; THENCE WEST ALONG THE NORTH LINE OF SECTION 36, 300 FEET; THENCE SOUTHEASTERLY 424.46 FEET TO THE EAST LINE OF SECTION 36; THENCE NORTH 300 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Hope Kimberley LLC],

AND;

THE WEST 264 FEET OF THE EAST 2312 FEET TO THE NORTH 330 FEET OF THE N ¾ OF THE NORTHWEST 1/4, LESS ROAD, OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Hope Kimberley LLC], AND; THE N ¾ OF THE NE ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE

5TH P.M., POLK COUNTY, IOWA, EXCEPTING FROM THE ABOVE DESCRIBED PREMISES THE FOLLOWING: THE EAST 1430 FEET AND EXCEPTING THE WEST 127 FEET OF THE EAST 1557 FEET OF THE NORTH 637 FEET, AND EXCEPTING THE WEST 165 OF THE EAST 1722 FEET OF THE NORTH 264 FEET, AND EXCEPTING THAT PART CONVEYED IN BOOK 5724 PAGE 650 AND BOOK 5724 PAGE 651 OF THE N $\frac{3}{4}$ OF THE NE $\frac{1}{4}$ LESS ROAD. [Owner(s): Hope Kimberley LLC],

AND;

OUTLOT "Y" IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. [Owner(s): Hope Kimberley LLC],

AND;

THE SOUTH 20 ACRES OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 36 [Owner(s): Hope Kimberley LLC],

AND;

THE SOUTH $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ IN SECTION 36, EXCEPT PLAT OF SURVEY PARCEL A RECORDED IN BOOK 8572 PAGE 426; EXCEPT PLAT OF SURVEY PARCEL "2018-191" RECORDED IN BOOK 17102 AT PAGE 203; AND EXCEPT LEGALLY ESTABLISHED HIGHWAYS [Owner(s): Hope Kimberley LLC],

AND;

PART OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION 36 TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CORNER OF SAID PARCEL 2018-191", SAID POINT BEING THE NE CORNER OF SAID ABUHL ACRES AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE $\frac{1}{4}$ FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NORTHWEST CORNER OF SAID ABUHL ACRES; THENCE S00°00'00"W, 440.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, ABUHL ACRES AND POINT OF BEGINNING; THENCE CONTINUING S00°00'00"W, 10.00 FEET TO THE SW CORNER OF SAID LOT 1; THENCE N88°58'00"E, 109.00 FEET ALONG THE SOUTH LINE OF SAID LOT 1 TO THE NW CORNER OF PARCEL "A" (RECORDED BOOK 8572, PAGE 426) AND A CORNER OF SAID "PARCEL 2018-191"; THENCE S00°00'00"W, 320.00 FEET TO THE SW CORNER OF SAID PARCEL "A"; THENCE N88°58'00"E, 208.00 FEET TO THE SE CORNER OF SAID PARCEL "A", SAID POINT LYING ON SAID EAST LINE OF THE NE $\frac{1}{4}$; THENCE S00°00'00"W, 50.00 FEET ALONG SAID EAST LINE TO THE SE CORNER OF SAID PARCEL "2018-191"; THENCE S88°58'00"W, 542.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 380.00 FEET ALONG THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 225.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.127 ACRES (136,208 S.F.); SUBJECT TO 0.038 ACRES (1,650 S.F.) RIGHT-OF-WAY EASEMENT; 3.089 ACRES (134,558 S.F.) REMAINING; SUBJECT TO AND TOGETHER WITH ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Robin & Judith Van Dyke],

AND;

PARCEL "A" OF PLAT OF SURVEY RECORDED IN BOOK 8571 PAGE 426 BEING A PART OF THE S $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Robin & Judith Van Dyke],

AND;

PART OF LOT 1, ABUHL ACRES, AN OFFICIAL PLAT IN POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID ABUHL ACRES ALSO BEING THE SW CORNER OF SAID LOT 1 AND CORNER OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203); THENCE N00°00'00"E, 10.00 FEET ALONG THE WEST LINE OF SAID LOT 1, ABUHL ACRES; THENCE N88°58'00"E, 109.00 FEET ALONG A LINE 10 FEET PERPENDICULARLY DISTANT FROM THE SOUTH LINE OF SAID LOT 1; THENCE S00°00'00"W, 10.00 FEET TO SAID SOUTH LINE OF LOT 1, SAID POINT BEING THE NW CORNER OF PARCEL "A" (RECORDED BOOK 8572, PAGE 426) AND A CORNER OF SAID "PARCEL 2018-191"; THENCE S88°58'00"W, 109.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.025 ACRES (1,090 S.F.); SUBJECT TO AND TOGETHER WITH ANY EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Robin & Judith Van Dyke],

AND;

LOT 1 (EXCEPT PARCEL "2020-9" OF PLAT OF SURVEY RECORDED IN BOOK 17821 PAGE 958) IN ABUHL ACRES, AN OFFICIAL PLAT, IN POLK COUNTY, AND PARCEL "2020-11" OF PLAT OF SURVEY RECORDED IN BOOK 17821 PAGE 985 BEING A PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Shannon L. & Jill L. Haus],

AND;

PART OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CORNER OF SAID PARCEL "2018-191", SAID POINT BEING THE NE CORNER OF ABUHL ACRES, AN OFFICIAL PLAT AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE $\frac{1}{4}$ FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NW CORNER OF LOT 3 OF SAID ABUHL ACRES; THENCE S00°00'00"W 150.00 FEET TO THE SW CORNER OF SAID LOT 3, ABUHL ACRES; THENCE S88°58'00"W, 225.00 FEET TO THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 225.00 FEET TO THE NW CORNER OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 542.00 FEET TO SAID EAST LINE OF THE NE $\frac{1}{4}$; THENCE S00°00'00"W, 75.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.708 ACRES (74,388 S.F.), SUBJECT TO 0.057 ACRES (2,475 S.F.) RIGHT-OF-WAY

EASEMENT; 1.651 ACRES (71,913 S.F.) REMAINING; SUBJECT TO AND TOGETHER WITH ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Alan Abuhl],

AND;

LOT 3 IN ABUHL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA. [Owner(s): Alan Abuhl]

AND;

THE NORTH 1/2 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PORTION DEEDED IN BOOK 3604, PAGE 137, TO THE STATE OF IOWA FOR INTERSTATE 35, AND EXCEPT THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET THEREOF, AND EXCEPT THAT PORTION DEEDED TO POLK COUNTY, RECORDED IN BOOK 5336, PAGE 856. [Owner(s): Kim Rueter Revocable Trust, Alex Rueter, Karen Wall, Kim Rueter, Paige Rueter Benlaala, Terri Nation, & Todd Rueter],

AND;

THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE EXISTING ROAD; AND EXCEPT THAT PART THEREOF CONVEYED TO POLK COUNTY, IOWA, BY WARRANTY DEED RECORDED IN BOOK 5336, PAGE 861. [Owner(s): Alex Rueter, Paige Benlaala, & Todd Rueter],

LAYMAN'S DESCRIPTION:

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

YOU ARE FURTHER NOTIFIED that the applications for annexation for the above properties are on file with the City of Ankeny City Clerk at 410 West First Street, Ankeny, IA 50023 and may be viewed during normal business hours from 8 AM to 5 PM Monday through Friday.

YOU ARE FURTHER NOTIFIED that Section 368.7, Code of Iowa, provides that cities may, in connection with an application for voluntary annexation, annex up to 20% of the total of the property to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries. The titleholders to the properties described above, have filed applications pursuant to Section 368.7 and the City has determined, in conjunction with the application, to exercise its authority to annex additional territory from non-consenting owners in order to avoid the creation of islands or to create a more uniform boundary. The following described property is additional territory to be annexed from non- consenting property owners:

LEGAL DESCRIPTION:

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

AND;

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

AND;

THE WEST 413.00 FEET OF THE EAST 1,095.00 FEET OF THE NORTH 637.00 FEET OF THE NORTHWEST 1.4 OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART DEEDED TO POLK COUNTY, IOWA IN WARRANTY DEED FILED MARCH 28, 1984 IN BOOK 5336 PAGE 847, AND SUBJECT TO ESTABLISHED ROADWAY. [Owner(s): Christopher L. & Irene K. Seuntjens],

AND;

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

AND;

THE WEST 150 FEET OF THE EAST 1557 FEET TO THE NORTH 637 FEET OF THE N ¾ OF THE NORTHWEST 1/4, LESS ROAD, OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS. [Owner(s): Steve & Bonnie Klein],

AND;

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

AND;

W 50F N 115F E 1206.05F NE 1/4 NW 1/4 LESS .038 A RD SEC 36-81-24. [Owner(s): NW Bell Telephone Co],

AND;

PART OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CORNER OF SAID PARCEL "2018-191", SAID POINT BEING THE NE CORNER OF ABUHL ACRES, AN OFFICIAL PLAT AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE1/4 FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NW CORNER OF SAID ABUHL ACRES; THENCE S00°00'00"W, 150.00 FEET TO THE NW CORNER OF LOT 2 OF SAID ABUHL ACRES AND POINT OF BEGINNING; THENCE CONTINUING S00°00'00"W, 150.00 FEET TO THE SW CORNER OF SAID LOT 2; THENCE S88°58'00"W, 225.00 FEET TO THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 150.00 FEET ALONG THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 225.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.775 ACRES (33,744 S.F.); SUBJECT TO AND TOGETHER WITH ANY EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Wayne E. Abuhl, Shannon L. & Jill L. Haus],

AND;

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

AND;

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

LAYMAN'S DESCRIPTION:

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

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

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that a hearing before City Council on the above described Application for Annexation has been set to commence on the 6th day of **June**, 2022, at 5:30 P.M. , in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, at which time and place any person wishing to speak for or against said Application will be given the opportunity to be heard. Written public comments may also be sent to the City Clerk's Office, 410 W First Street, Ankeny, Iowa by 5:00 p.m. on Friday, June 3, 2022.

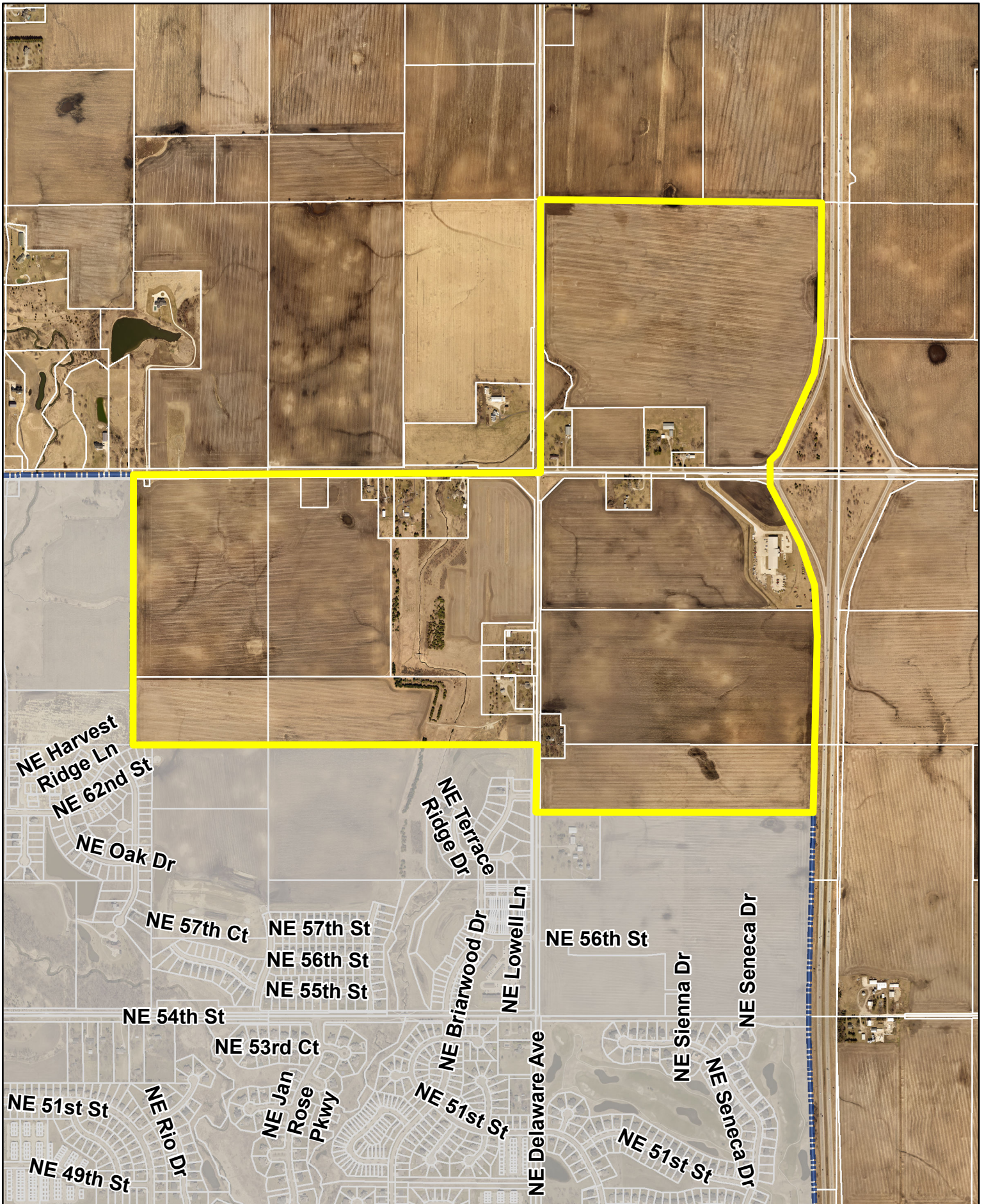
YOU ARE FURTHER NOTIFIED that a copy of said Applications are on file in the Ankeny City Clerk's office, and may be examined by any interested person during regular business hours.

DATED this 2nd day of May 2022.

CITY OF ANKENY, IOWA

Michelle Yuska, City Clerk

Published in the Des Moines Register on the ____ day of _____, 2022.



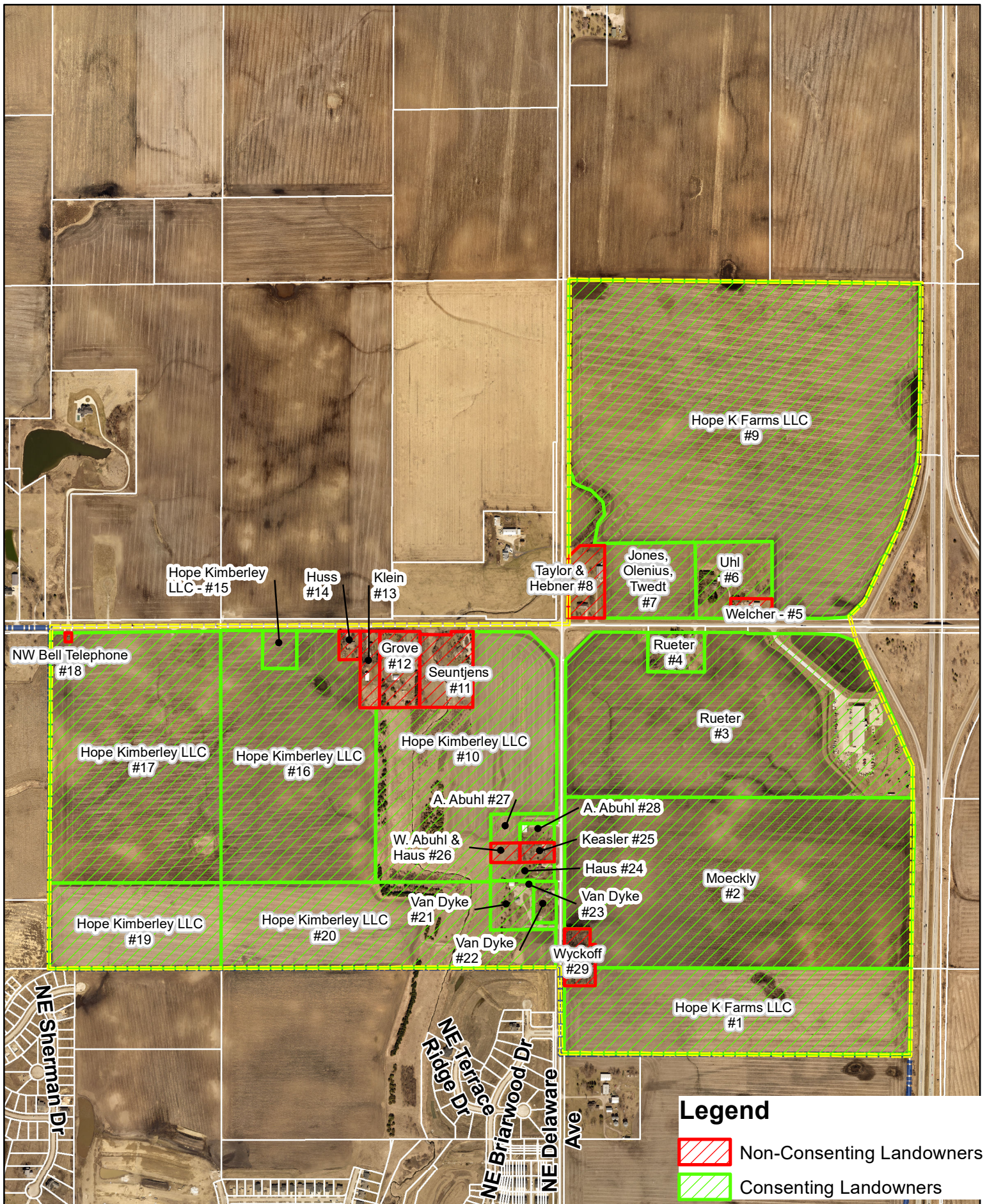
N



1 inch = 1,200 feet

Date: 2/14/2022

**Hope Kimberley LLC
Annexation**



N



1 inch = 950 feet

Date: 3/17/2022

Hope Kimberley LLC Annexation Landowners



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Iowa Signal, Inc. in the amount of \$27,581.50 for the construction of the SW Oralabor Road & SW Irvinedale Drive Interim Signal Modifications.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Iowa Signal, Inc. for the SW Oralabor Road & SW Irvinedale Drive Interim Signal Modifications.

The project is being undertaken, in advance of the planned intersection reconstruction capital improvement project, to address the existing history of severe crashes over the past several years. The modifications include installing additional signal heads for eastbound and westbound thru-lanes, and changing the eastbound and westbound left-turn treatment to protected-only mode. These left-turns will only be allowed to occur when the respective green arrow is displayed. Iowa Department of Transportation (Iowa DOT) has approved the modifications as an appropriate safety improvement.

The project includes furnishing and installing wood poles and span-wire-mounted traffic signal heads and related equipment for eastbound and westbound directions on SW Oralabor Road. Other associated improvements include traffic control, mobilization and miscellaneous associated work necessary to complete the project. Pending delivery of materials, it is expected that the work will be completed by early July 2022.

Bid invitations were sent to four (4) contractors. One bid was received, from Iowa Signal, Inc., in the amount of \$27,581.50.

The Engineer's estimated cost for the project was \$24,215.00. Iowa Signal, Inc. has completed numerous similar projects for the City of Ankeny and they have the technical experience to complete this project. The Public Works Department recommends awarding the SW Oralabor Road & SW Irvinedale Drive Interim Signal Modifications to Iowa Signal, Inc. of Grimes, Iowa.

FISCAL IMPACT: No

The project is included within the 2022-2026 Capital Improvement Program (CIP) with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from Iowa Signal, Inc. for the SW Oralabor Road & SW Irvinedale Drive Interim Signal Modifications.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Tabulation

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PROPOSAL FROM IOWA SIGNAL, INC.
IN THE AMOUNT OF \$27,581.50 FOR THE CONSTRUCTION OF THE
SW ORALABOR ROAD & SW IRVINEDALE DRIVE
INTERIM SIGNAL MODIFICATAIONS**

WHEREAS, the City of Ankeny desires to complete the construction of the SW Oralabor Road & SW Irvinedale Drive Interim Signal Modifications and;

WHEREAS, a request for proposal was sent out to four (4) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Iowa Signal, Inc.	\$27,581.50
-------------------	-------------

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Iowa Signal, Inc. in the amount of \$27,581.50 be accepted for the construction of the SW Oralabor Road & SW Irvinedale Drive Interim Signal Modifications and the Performance, Payment, and Maintenance Bond be accepted.

DATED this 2nd day of May, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Bid Tabulation
SW Oralabor Rd and SW Irvinedale Dr
Interim Traffic Signal Modifications
March 14, 2022, 10:30 AM

				Engineer's Estimate			Iowa Signal, Inc.			Baker Electric - No Bid			Voltmer Electric - No Bid			Van Maanen Electric - No Bid		
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		Traffic Control																
8.10		Provide and Install Span Wire Signal per SUDAS Fig. 8010.107	LS	1	\$ 5,250.00	\$5,250.00	1	\$0.00	\$0.00									
8.20		Install City Provided 3-Section SOP Signal Head. Contractor will Provide Mounting Hardware	EA	2	\$ 630.00	\$1,260.00	2	\$0.00	\$0.00									
8.30		Install City Provided 3-Section Span Wire Mounted Signal Head. Contractor Will Provide Mounting Hardware	EA	4	\$ 630.00	\$2,520.00	4	\$0.00	\$0.00									
8.40		Install City Provided 4-Section Span Wire Mounted Signal Head. Contractor Will Provide Mounting Hardware	EA	2	\$ 630.00	\$1,260.00	2	\$0.00	\$0.00									
8.50		Provide and Install Wire as Needed Between Temporary Signal and Signal Cabinet	LS	1	\$ 1,575.00	\$1,575.00	1	\$0.00	\$0.00									
8.60		Install City Provided Signs, Contractor Will Provide Mounting Hardware	EA	2	\$ 630.00	\$1,260.00	2	\$0.00	\$0.00									
8.40		Remove and Re-Install Existing Signs, Contractor Will Provide Mounting Hardware	EA	2	\$ 630.00	\$1,260.00	2	\$0.00	\$0.00									
8.80		Remove and Re-Install Existing EVP Detectors, Contractor Will Provide Mounting Hardware	EA	2	\$ 840.00	\$1,680.00	2	\$0.00	\$0.00									
8.90		Remove Existing 42' Mast Arm and Salvage to the City	EA	2	\$ 3,150.00	\$6,300.00	2	\$0.00	\$0.00									
8.10		Signal Cabinet Re-Wiring to Allow for Flashing Yellow Arrow Operation	LS	1	\$ 800.00	\$800.00	1	\$0.00	\$0.00									
8.11		Temporary Traffic Control	LS	1	\$ 1,050.00	\$1,050.00	1	\$0.00	\$0.00									
TOTAL AMOUNT BID =																		
				\$24,215.00			\$27,581.50			\$0.00			\$0.00			\$0.00		

**** Iowa Signal, Inc. provided a lump sum price.**



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of storm sewer and subgrade prep for associated road improvements for the NE Otterview Circle and NE 36th Street Intersection Improvements project.

EXECUTIVE SUMMARY:
The action before the Council is the adoption of a resolution approving plans and specifications and accepting contracts, performance and maintenance bonds to facilitate construction storm sewer and subgrade prep for associated road improvements for the NE Otterview Circle and NE 36th Street Intersection Improvements project.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Approve the motion to adopt a **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds to facilitate the construction of storm sewer and subgrade

prep for associated road improvements for the NE Otterview Circle and NE 36th Street Intersection Improvements project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Resolution
 Contract and Bonds

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STORM SEWER IMPROVEMENTS AND SUBGRADE PREP FOR NE OTTERVIEW CIRCLE AND NE 36TH STREET INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, the plans and specifications for the construction of storm sewer improvements, subgrade prep, and related work for NE Otterview Circle and NE 36th Street Intersection Improvements project have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved; and,
2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 2nd day of May, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 23rd day of November, 2021,
by and between Sandstone Management LTD
hereinafter called the "contractor", and JCORP
hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

<u> </u> Traffic Signal	<u> </u> Sanitary Sewers	<u> </u> Water Lines
<u>X</u> Storm Sewers	<u>X</u> Paving & Subgrade	<u> </u> Erosion Control

As shown in construction plans titled (Project Name) NE Otterview Circle and NE 36th Street Intersection Improvements, and bearing an "Approved For Construction Date" of 01 / 13 / 2021.

The estimated quantity of work to be done is:

X as shown on the approved plans
 as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than 03/01/22,
and shall fully complete the work not later than 05/01/22.

ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ 28,851.50 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first stated above.

Sandstone Management LTD
Contractor

by Burt U. West

JCORP
Subdivider

by Dryden

Approved as to form:

City of Ankeny, Iowa

by Donald Clarke
City Engineer

Bond No. NIA3346

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Sandstone Management Ltd. as principal

and Merchants National Bonding, Inc. as surety are
held and firmly bound unto the City of Ankeny

and JCORP as owner(s)
in the penal sum of

Twenty-eight Thousand Eight Hundred Fifty-one And 50/100 Dollars (\$ \$28,851.50),
to the payment of which, well and truly to be made, the principal and surety bind themselves, their and
each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

Signed, sealed and dated this 23rd day of November, 2021.

WHEREAS, the principal has entered into a certain written contract, dated the 23rd day of
November, 2021, with the owner(s) for:

Storm Sewers, Paving & Subgrade In connection with NE Otterview Circle and NE 36th Street Intersection Improvements,
Ankeny, IA

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above
bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly
arising by reason of the failure of the principal to perform faithfully said contract, as well as against any
and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be
finally established against said improvements and the ground upon which constructed, for work done
and/or materials furnished in and about the performance of said contract, then this obligation shall be
void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the City of
Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is
therefore understood that any defenses that the principal and surety may assert against
JCORP
_____, in any action which might be brought against the principal or surety by the City of
Ankeny for failing to complete the improvements as required, shall not be deemed to bar the
City of Ankeny's right to recovery hereunder.
2. That if the principal shall abandon said contract or be lawfully compelled by reason of a
default to cease operations there under, the surety shall have the right at its option to
complete said contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

Sandstone Management Ltd.

principal

by

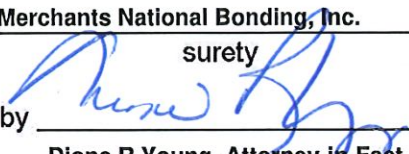


Merchants National Bonding, Inc.

surety

(SEAL)

by


Dione R Young, Attorney-in-Fact

City of Ankeny

by



JCORP

owner

by



CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Sandstone Management Ltd. of Carlisle, Iowa as principal and Merchants National Bonding, Inc. of Des Moines, IA as surety are held and firmly bound unto the City of Ankeny, Iowa, for a period of Four (4) years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of Twenty-eight Thousand Eight Hundred Fifty-one And 50/100 DOLLARS (\$ \$28,851.50), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the City of Ankeny a certain contract dated the 23rd day of November, 2021, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

Storm Sewers, Paving & Subgrade In connection with NE Otterview Circle and NE 36th Street Intersection
Improvements, Ankeny, IA

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
 - (A) To any extension of time to the contractor in which to perform the contract.
 - (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
 - (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 23rd day of November,
2021.

Sandstone Management Ltd.

principal

by

Merchants National Bonding, Inc.

surety

(SEAL)

by

Dione R Young, Attorney-in-Fact

Approved as to form:

City of Ankeny, Iowa

by

Donald Clark

City Engineer

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Anne Crowner; Ashlea McCaughey; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jaimie Kangas; Jay D Freiermuth; Jessica Jean Rini; Kathleen Brewer; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sarah C Brown; Seth D Rooker; Stacie Christensen; Stacy Venn; Tim McCulloh; Todd Bengford; Wendy A Lewis

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of August, 2021.

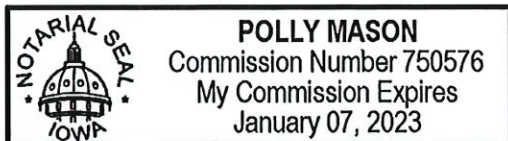


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of August, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

Polly Mason
Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2021.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2021

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
INSURED Sandstone Management Ltd P.O. Box 547 Carlisle, IA 50047-0547		INSURER(S) AFFORDING COVERAGE INSURER A: ACADIA INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 31325

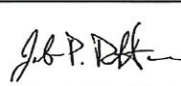
COVERAGES CERTIFICATE NUMBER: 63845050 REVISION NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC			CPA3236435	02/01/21	02/01/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			CPA3236435	02/01/21	02/01/22	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 \$			CPA3236435	02/01/21	02/01/22	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	WCA3236423	02/01/21	02/01/22	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			CPA3236423	02/01/21	02/01/22	Per Occurrence 50,000 Transit 50,000 Temp. Storage 50,000

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

Re: NE Ottoview Circle and NE 36th Street Intersection Improvements Project
City of Ankeny is named as Additional Insured with respect to the General Liability when required by a written contract per policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
City of Ankeny 410 W 1st St Ankeny, IA 50023 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of paving for associated road improvements for the NE Otterview Circle and NE 36th Street Intersection Improvements project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution approving plans and specifications and accepting contracts, performance and maintenance bonds to facilitate paving for associated road improvements for the NE Otterview Circle and NE 36th Street Intersection Improvements project.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds to facilitate paving for associated road improvements for the NE Otterview Circle and NE 36th Street Intersection Improvements project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Contract and Bonds](#)

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF PAVING IMPROVEMENTS FOR NE OTTERVIEW CIRCLE AND NE 36TH STREET INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, the plans and specifications for the construction of paving, storm sewer improvements and related work for NE Otterview Circle and NE 36th Street Intersection Improvements project have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved; and,
2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 2nd day of May, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 14th day of April, 2022, by and between Nehring Construction Inc hereinafter called the "contractor", and JCorp, Inc hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

<u> </u> Traffic Signal	<u> </u> Sanitary Sewers	<u> </u> Water Lines
<u> </u> Storm Sewers	<u>X</u> Paving	<u> </u> Subgrade Prep.

As shown in construction plans titled (Project Name) NE Otterview Circle & NE 36th St Intersection Improvements, and bearing an "Approved For Construction Date" of 01/14 / 2022.

The estimated quantity of work to be done is:

 as shown on the approved plans
 as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than April 15th, 2022, and shall fully complete the work not later than July 1st, 2022

ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ 48,322.00 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

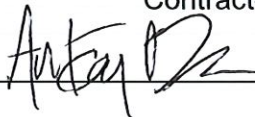
ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

ARTICLE VII: OBLIGATIONS TO CITY

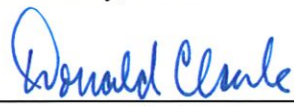
It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first stated above.

NEHRING CONSTRUCTION, INC.
Contractor
by 
J Corp. Inc.
Subdivider
by 

Approved as to form:

City of Ankeny, Iowa

by 
City Engineer

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Nehring Construction Inc (4300 NE 14th Street, Des Moines, Iowa 50313) as principal

and Merchants Bonding Company (Mutual) (6700 Westown Pkwy, West Des Moines, Iowa 50266) as surety are held and firmly bound unto the City of Ankeny

and J Corp Inc. as owner(s) in the penal sum of

Forty Eight Thousand Three Hundred Twenty-Two & 00/100 Dollars (\$ 48,322.00), to the payment of which, well and truly to be made, the principal and surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 14th day of April, 2022.

WHEREAS, the principal has entered into a certain written contract, dated the 13th day of May, 2021, with the owner(s) for:

NE Otterview Circle and NE 36th Street
Intersection Improvements
Ankeny, IA

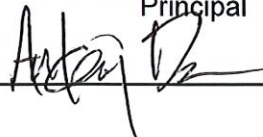
NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly arising by reason of the failure of the principal to perform faithfully said contract, as well as against any and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be finally established against said improvements and the ground upon which constructed, for work done and/or materials furnished in and about the performance of said contract, then this obligation shall be void, otherwise of full force and effect.

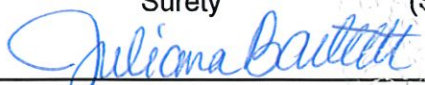
This bond is executed and accepted upon the following express conditions precedent:

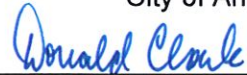
1. It is understood by the principal and surety that this bond is being furnished to the City of Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is therefore understood that any defenses that the principal and surety may assert against J Corp Inc., in any action which might be brought against the principal or surety by the City of Ankeny for failing to complete the improvements as required, shall not be deemed to bar the City of Ankeny's right to recovery hereunder.
2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations there under, the surety shall have the right at its option to complete said contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

Nehring Construction Inc
Principal
by 

Merchants Bonding Company (Mutual)
Surety (SEAL)
by 
Juliana Bartlett, Attorney-in-Fact

City of Ankeny
by 

J Corp Inc.
Owner
by 

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

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

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

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

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

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

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

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

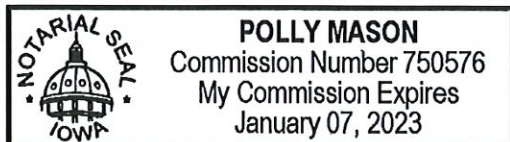


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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



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

Polly Mason
Notary Public

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

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



William Warner Jr.
Secretary

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Nehring Construction Inc of Des Moines, Iowa as principal and Merchants Bonding Company (Mutual) of West Des Moines, Iowa as surety are held and firmly bound unto the City of Ankeny, Iowa, for a period of Four (4) years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of Forty Eight Thousand Three Hundred Twenty Two & No/100 DOLLARS (\$48,322.00), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the City of Ankeny a certain contract dated the 13th day of May, 2021, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

NE Otterview Circle and NE 36th Street
Intersection Improvements
Ankeny, IA

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
 - (A) To any extension of time to the contractor in which to perform the contract.
 - (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
 - (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

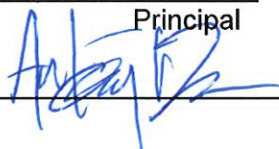
NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 30th day of MARCH,
20 22.

Nehring Construction Inc

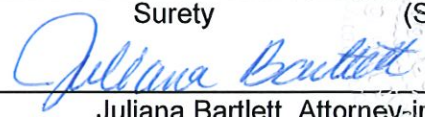
Principal

by 

Merchants Bonding Company (Mutual)

Surety

(SEAL.)

by 

Juliana Bartlett, Attorney-in-Fact

Approved as to form:

City of Ankeny, Iowa

by 

City Engineer

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of December, 2021.

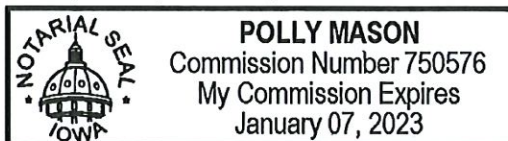


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of December 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

Polly Mason
Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2021.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	CONTACT NAME: Brenda Trogdon	
	PHONE (A/C, No, Ext): 515-237-0169 FAX (A/C, No): 515-237-0169	
	E-MAIL ADDRESS: Brenda.Trogdon@AssuredPartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Atlantic States Insurance Company	22586
INSURED Nehring Construction Inc. 4300 NE 14th Street Des Moines IA 50313	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1620474125

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y		CPA8944390	8/31/2021	8/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAA8944390	8/31/2021	8/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CWA8944390	8/31/2021	8/31/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	1000002691	8/31/2021	8/31/2022	☒ 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

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

RE: The Standard @ 36th - NE Otterview and NE 36th Street

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

CERTIFICATE HOLDER**CANCELLATION**

JCorp, Inc. 1680 SW Ankeny Rd, Ste 2D Ankeny IA 50023	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of traffic signal improvements for the NE Otterview Circle and NE 36th Street Intersection Improvements project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution approving plans and specifications and accepting contracts, performance and maintenance bonds to facilitate construction of traffic signal improvements for the NE Otterview Circle and NE 36th Street Intersection Improvements project.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds to facilitate the construction of traffic signal improvements for the NE Otterview Circle and NE 36th Street Intersection Improvements project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Contract and Bonds](#)

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF TRAFFIC SIGNAL IMPROVEMENTS FOR NE OTTERVIEW CIRCLE AND NE 36TH STREET INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, the plans and specifications for the construction of traffic signal improvements and related work for NE Otterview Circle and NE 36th Street Intersection Improvements project have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved; and,
2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 2nd day of May, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 7th day of March, 2022,
by and between Iowa Signal Inc.
hereinafter called the "contractor", and JCorp, Inc.
hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

<u>X</u> Traffic Signal	<u> </u> Sanitary Sewers	<u> </u> Water Lines
<u> </u> Storm Sewers	<u> </u> Paving	<u> </u> Subgrade Prep.

As shown in construction plans titled (Project Name) NE Otterview Circle & NE 36th Street
Intersection Improvements, and
bearing an "Approved For Construction Date" of 1 / 14 / 2021.

The estimated quantity of work to be done is:

X as shown on the approved plans
 as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than April 15th, 2022,
and shall fully complete the work not later than July 1st, 2022.

ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ 264,788.01 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first stated above.

Iowa Signal Inc.

Contractor

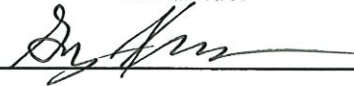
by



J Corp Inc.

Subdivider

by



Approved as to form:

City of Ankeny, Iowa

by



City Engineer

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Iowa Signal, Inc. as principal
and Old Republic Surety Company as surety are
held and firmly bound unto the City of Ankeny
and J Corp, Inc. as owner(s)
in the penal sum of

Two hundred sixty four thousand seven hundred eighty eight and 01/100 Dollars (\$ 264,788.01),
to the payment of which, well and truly to be made, the principal and surety bind themselves, their and
each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

Signed, sealed and dated this 22nd day of March, 2022.

WHEREAS, the principal has entered into a certain written contract, dated the 19th day of
May, 2021, with the owner(s) for:

Traffice Signals

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above
bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly
arising by reason of the failure of the principal to perform faithfully said contract, as well as against any
and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be
finally established against said improvements and the ground upon which constructed, for work done
and/or materials furnished in and about the performance of said contract, then this obligation shall be
void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the City of
Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is
therefore understood that any defenses that the principal and surety may assert against
J Corp, Inc.
_____, in any action which might be brought against the principal or surety by the City of
Ankeny for failing to complete the improvements as required, shall not be deemed to bar the
City of Ankeny's right to recovery hereunder.
2. That if the principal shall abandon said contract or be lawfully compelled by reason of a
default to cease operations there under, the surety shall have the right at its option to
complete said contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

Iowa Signal, Inc.

principal

by Wayne Lesley
Wayne Lesley, President

Old Republic Surety Company

surety (SEAL)

by Krista K Kroeger
Krista K Kroeger, Attorney-In-Fact

City of Ankeny
by Donald Clark

J Corp Inc.

owner

by Gary Van

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Iowa Signal, Inc. of Grimes, IA as principal and
Old Republic Surety Company of West Des Moines, IA as surety are held
and firmly bound unto the City of Ankeny, Iowa, for a period of 4 years from the date of
acceptance of hereinafter described improvements and to all persons who may be injured by any
breach of any of the conditions of this bond in the penal sum of Two hundred sixty four thousand seven hundred eighty eight and 01/100
_____ DOLLARS (\$ 264,788.01), lawful money of the United States of America, for the
payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and
assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the
City of Ankeny a certain contract dated the 19th day of May, 2021, wherein
said principal or his subcontractors undertakes and agrees to furnish all the materials and labor
necessary for the construction of:

and to faithfully perform all the terms and requirements of said contract within the time therein specified,
in a good and workmanlike manner, and in accordance with the plans and specifications attached to
said contract and made a part thereof. Said contract, plans and specifications are also hereby made
part of this bond.

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

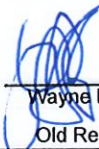
1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
 - (A) To any extension of time to the contractor in which to perform the contract.
 - (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
 - (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

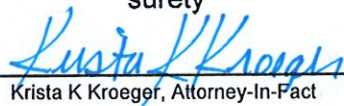
NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 22nd day of March,
2022.

Iowa Signal, Inc.

principal
by  _____
Wayne Lesley, President
Old Republic Surety Company

surety (SEAL)
by  _____
Krista K Kroeger, Attorney-In-Fact

Approved as to form:

City of Ankeny, Iowa

by  _____
City Engineer



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KRISTA K. KROEGER, KARREN A. BLASBERG, LISA FRENCH, JANELLE I. FRIEDMAN, NOLAN G. GRIMM, HEITH HOCKENBERRY, DALE A. ANDERSON, MARK STEARNS, OF DES MOINES, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26TH day of JANUARY, 2021.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 26TH day of JANUARY, 2021, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2022

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1113



Signed and sealed at the City of Brookfield, WI this 22nd day of March, 2022.

Karen J. Haffner

Assistant Secretary

JESTER INSURANCE SERVICES, INC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jester Insurance Services 303 Watson Powell Jr Way Suite 300 Des Moines IA 50309		CONTACT NAME: Krista Kroeger PHONE (A/C, No, Ext): (515) 350-7662 FAX (A/C, No): (515) 243-6862 E-MAIL ADDRESS: kkroeger@jesterinsurance.com	
INSURED Iowa Signal, Inc. 3711 SE Capitol Circle Grimes IA 50111		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2021/2022 Master

REVISION NUMBER:

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

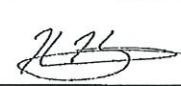
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			EPP0510474	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EPP0510474	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EPP0510474	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	☒ 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	EWC0510473	11/01/2021	11/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

City of Ankeny is an additional insured per the attached GA472.

CERTIFICATE HOLDER

CANCELLATION

City of Ankeny 220 W 1st Street Ankeny IA 50023	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:*

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by "your work" performed under that written contract or written agreement and in-*

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph 1, above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of your ongoing operations or arising out of "your work"; or*

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
 2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs A. and B.
- F. Except when G. below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs A. and B. except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
 2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs A. and B. provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph A. or B. that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs A. and B. provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph A. or B. that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements in Wilson Group Addition (Peterbilt) for utilities.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN WILSON GROUP ADDITION (PETERBILT) FOR UTILITIES

WHEREAS, on the 20th day of August, 2020, the City of Ankeny, Iowa entered into a three-party contract with Elder Corporation, the Contractor, and The Wilson Group, LLC/Midwest Peterbuilt Group, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2020-336; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on May 2nd, 2022 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 2nd day of May, 2022.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

ABACI CONSULTING, INC

CIVIL ENGINEERING • LAND SURVEYING

3000 SE Grimes Blvd, Ste 800, Grimes, Iowa 50111

Ph: 515-986-5048 • Fax: 515-986-0588

E-mail: Abaci@AbaciConsulting.com

CERTIFICATE OF COMPLETION

Wilson Group Addition

Ankeny, Iowa

5/2/2022

This is to certify that the construction improvements for *Public Sanitary Sewer & Water Main* on the ***Wilson Group Addition*** project, have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



Daniel D DeCamp, PE

Project Manager

Abaci Consulting

Iowa License Number 12981



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Shekar Engineering, PLC in the amount of \$125,516.96 for the construction of the 2022 Pedestrian Ramp Improvements Program - Briarwood project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Shekar Engineering, PLC for the 2022 Pedestrian Ramp Improvements Program - Briarwood project.

The 2022 Pedestrian Ramp Improvements Program - Briarwood project includes the removal and replacement of pedestrian ramps within the NE Briarwood neighborhood, generally located along NE Trilein Drive between NE Eaglewood Drive and NE Mission Court and along NE 28th Street in the City of Ankeny.

The construction improvements include the removal and replacement of 25 ramps at 10 intersections, totaling approximately 425 SY of 7" PCC patches, 425 SY of sidewalk removal, 275 SY of 4" PCC sidewalk, and 200 SY of 6" PCC sidewalk. Other associated improvements include removal and replacement of curb and gutter, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to twenty (20) contractors. Five (5) bids were received for the project as follows:

Shekar Engineering, PLC	\$125,516.96
MNM Concrete Specialist, LLC	\$129,779.00
Howrey Construction, Inc.	\$135,015.00
I-80 Concrete Design, LLC	\$136,956.00
HV Property Services, Inc. dba Vice Construction	\$139,946.00

The Engineer's estimated cost for the project was \$114,264.00. The bids ranged from 10% above to 22% above the engineer's estimate. Shekar Engineering, PLC has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2022 Pedestrian Ramp Improvements Program - Briarwood project to Shekar Engineering, PLC of Des Moines, Iowa.

FISCAL IMPACT: No

The 2022 Pedestrian Ramp Improvements Program - Briarwood project is included within the Annual Sidewalk/Trail Construction Program of the 2022-2026 CIP with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from Shekar Engineering, PLC for the 2022 Pedestrian Ramp Improvements Program - Briarwood project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Bid Tabulation](#)

RESOLUTION 2022-XXX

A RESOLUTION ACCEPTING A PROPOSAL FROM SHEKAR ENGINEERING, PLC IN THE AMOUNT OF \$125,516.96 FOR THE CONSTRUCTION OF THE 2022 PEDESTRIAN RAMP IMPROVEMENTS PROGRAM - BRIARWOOD PROJECT.

WHEREAS, the City of Ankeny desires to bring 25 pedestrian ramps at 10 intersections into ADA compliance within the NE Briarwood neighborhood, generally located along NE Trilein Drive between NE Eaglewood Drive and NE Mission Court and along NE 28th Street in the City of Ankeny and;

WHEREAS, a request for proposal was sent out to twenty (20) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Shekar Engineering, PLC	\$125,516.96
MNM Concrete Specialist, LLC	\$129,779.00
Howrey Construction, Inc.	\$135,015.00
I-80 Concrete Design, LLC	\$136,956.00
HV Property Services, Inc. dba Vice Construction	\$139,946.00
Engineer's Estimated Cost	\$114,264.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Shekar Engineering, PLC in the amount of \$125,516.96 be accepted for the construction of the 2022 Pedestrian Ramp Improvements Program - Briarwood project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 2nd day of May, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Bid Tabulation																					
2022 Pedestrian Ramp Improvements Program - Briarwood																					
Pedestrian Ramps in Briarwood Neighborhood																					
April 26, 2022																					
				Engineer's Estimate			Shekar Engineering, PLC			MNM Concrete Specialist, LLC			Howrey Construction, Inc.			I-80 Concrete Design, LLC			HV Property Services, Inc. dba Vice		
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		EARTHWORK																			
2.01	2010-D-3	Topsoil, Off-site	CY	10	\$100.00	\$1,000.00	10	\$126.89	\$1,268.90	10	\$15.00	\$150.00	10	\$125.00	\$1,250.00	10	\$200.00	\$2,000.00	10	\$130.00	\$1,300.00
		STRUCTURES FOR SANITARY AND STORM SEWERS																			
6.01	6010-E	Manhole Adjustment, Sanitary, Minor, Self Level Casting	EA	1	\$1,500.00	\$1,500.00	1	\$1,402.50	\$1,402.50	1	\$2,500.00	\$2,500.00	1	\$1,000.00	\$1,000.00	1	\$350.00	\$350.00	1	\$1,500.00	\$1,500.00
6.02	6010-E	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	1	\$1,500.00	\$1,500.00	1	\$753.50	\$753.50	1	\$2,000.00	\$2,000.00	1	\$1,500.00	\$1,500.00	1	\$400.00	\$400.00	1	\$2,000.00	\$2,000.00
		STREETS AND RELATED WORK																			
7.01	7010-E	Curb and Gutter, PCC, Class C, 2.0' Wide, 8" Thick	LF	54	\$60.00	\$3,240.00	54	\$48.00	\$2,592.00	54	\$85.00	\$4,590.00	54	\$47.50	\$2,565.00	54	\$46.00	\$2,484.00	54	\$50.00	\$2,700.00
7.02	7030-A	Removal of Sidewalk	SY	432	\$12.00	\$5,184.00	432	\$2.00	\$864.00	432	\$12.00	\$5,184.00	432	\$12.50	\$5,400.00	432	\$21.00	\$9,072.00	432	\$20.00	\$8,640.00
7.03	7030-E	Sidewalk, PCC, 4" Thick	SY	268	\$60.00	\$16,080.00	268	\$70.22	\$18,818.96	268	\$60.00	\$16,080.00	268	\$52.00	\$13,936.00	268	\$72.00	\$19,296.00	268	\$62.00	\$16,616.00
7.04	7030-E	Sidewalk, PCC, 6" Thick	SY	190	\$75.00	\$14,250.00	190	\$71.98	\$13,676.20	190	\$130.00	\$24,700.00	190	\$72.50	\$13,775.00	190	\$89.00	\$16,910.00	190	\$85.00	\$16,150.00
7.05	7030-G	Detectable Warnings, Galvanized Steel	SF	256	\$55.00	\$14,080.00	256	\$65.00	\$16,640.00	256	\$60.00	\$15,360.00	256	\$60.00	\$15,360.00	256	\$64.00	\$16,384.00	256	\$65.00	\$16,640.00
7.06	7040-A	Full Depth Patches, PCC, Class C, 7" Thick	SY	435	\$90.00	\$39,150.00	435	\$130.14	\$56,610.90	435	\$85.00	\$36,975.00	435	\$137.00	\$59,595.00	435	\$148.00	\$64,380.00	435	\$130.00	\$56,550.00
7.07	7040-I	Curb and Gutter Removal, 2.0' Wide	LF	54	\$20.00	\$1,080.00	54	\$35.00	\$1,890.00	54	\$60.00	\$3,240.00	54	\$21.00	\$1,134.00	54	\$20.00	\$1,080.00	54	\$25.00	\$1,350.00
		TRAFFIC CONTROL																			
8.01	8030-A	Temporary Traffic Control	LS	1	\$6,000.00	\$6,000.00	1	\$4,500.00	\$4,500.00	1	\$10,000.00	\$10,000.00	1	\$8,500.00	\$8,500.00	1	\$2,200.00	\$2,200.00	1	\$4,500.00	\$4,500.00
		MISCELLANEOUS																			
11.01	11,020-A	Mobilization	LS	1	\$10,000.00	\$10,000.00	1	\$5,000.00	\$5,000.00	1	\$7,000.00	\$7,000.00	1	\$10,000.00	\$10,000.00	1	\$2,000.00	\$2,000.00	1	\$10,000.00	\$10,000.00
11.02	11,050-A	Concrete Washout, Collection Bags	LS	1	\$1,200.00	\$1,200.00	1	\$1,500.00	\$1,500.00	1	\$2,000.00	\$2,000.00	1	\$1,000.00	\$1,000.00	1	\$400.00	\$400.00	1	\$2,000.00	\$2,000.00
TOTAL AMOUNT BID =				\$114,264.00			\$125,516.96			\$129,779.00			\$135,015.00			\$136,956.00			\$139,946.00		

*Calculation Error



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Police

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve the issuance of a special permit to Derek Watson for the purpose of bow hunting of deer for the hunting season effective October 1, 2022 through the end of the season on private property within the city limits pursuant to Municipal Code Section 41.11(3).

EXECUTIVE SUMMARY:

Police Chief Darius Potts and Captain Makai Echer have reviewed the request and approved the issuance of a special permit to the applicant for the purpose of bow hunting of deer within the City limits.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the special hunting permit as requested.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Derek Watson Request
 PD Approval

4/11/2022

4.11.2022

To Whom It May Concern:

I am writing this letter to formally request a special permit to bowhunt whitetail deer within Ankeny city limits. The dates for this request would begin on October 1st 2022.

I have received written permission from Jeff Grubb (signed statement attached) to bowhunt his property at Deer Creek Estates LLC. The District/Parcel is <181/15925-795-134> and the GeoParcel is <8023-17-100-009>. The land is one mile east of I35 and half a mile North of E 1st Street.

I have participated in the Urban Controlled Bowhunts (per Polk County Conservation) since September of 2007. Jeff is a landowner next to the property I hunt for the Urban program. This is how we met and developed a relationship / friendship. I have completed a hunter's safety course with additional training in order to be a part of the Urban Bowhunts. In order to qualify for the Urban Bowhunt I annually take a proficiency test to ensure accuracy and safety for all. I understand I am subject to all rules and regulations according to the DNR with respect to whitetail hunting in Iowa.

I appreciate your consideration; please feel free to contact me directly with any additional questions or requirements.

Derek Watson

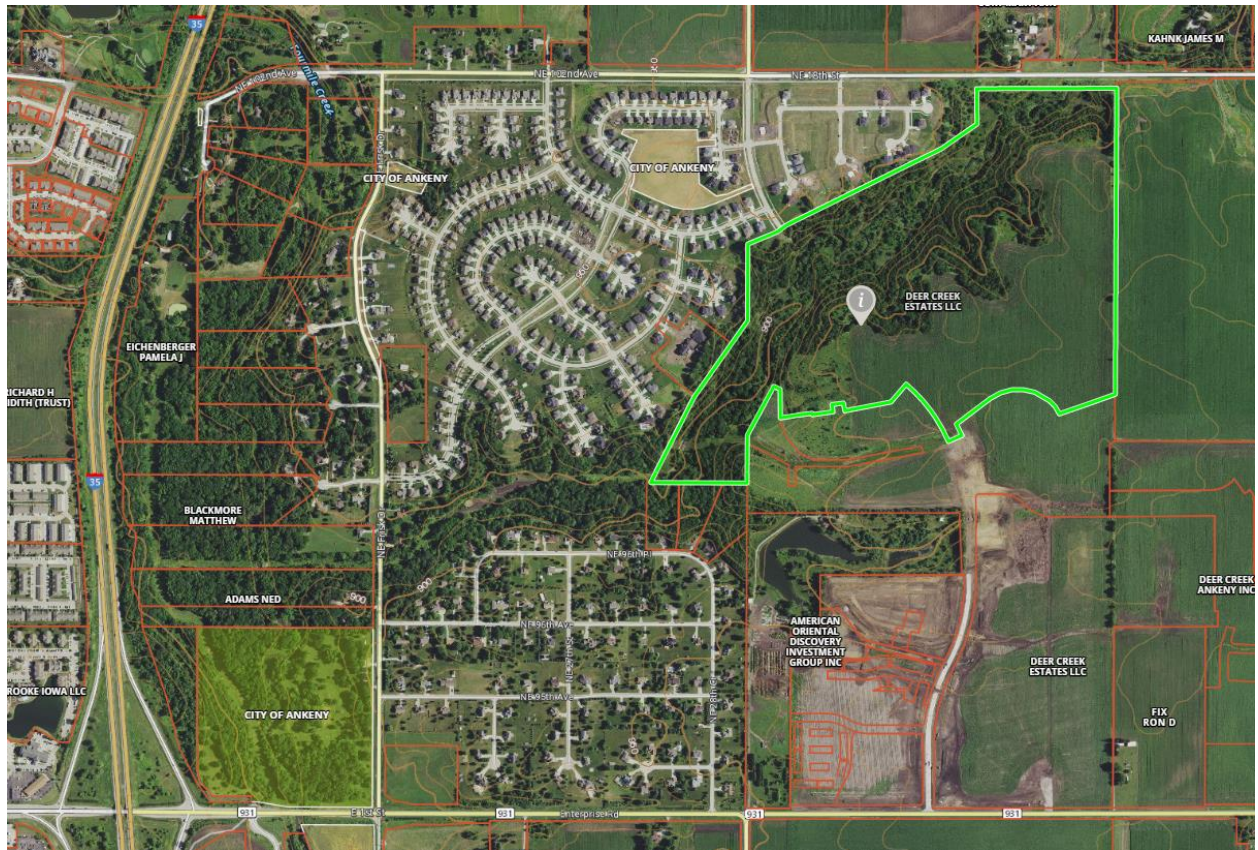
A handwritten signature in black ink, appearing to read 'Derek Watson', with a stylized flourish at the end.

5908 E. 76th. St. S
Newton, IA 50208

515.321.5421

Derekmwatson@gmail.com

4/11/2022



4/11/2022

Derek M. Watson

April 12th 2022

5908 E 76th St. S

Newton, Ia. 50208

DNR ID # 850169442

Deer Creek Estates, LLC owns property in Ankeny, Ia. that you are requesting to Bow hunt for deer this 2022 DNR approved season. The property is located approximately 1 mile east of Interstate 35 and a half mile north on NE Four Mile Dr.. This is District / Parcel Number 181/15925-795-134 Polk County, Ia. See Attached.

It is our understanding that you are in the process of gaining Ankeny City Council approval to hunt Deer within the Ankeny City limits. Once approved by the City Council we would be willing to allow you to enter the property for the sole purpose of Bow hunting Deer and coyote. We expect you to give notice of your intent to hunt a day prior to each time / day you intend to enter and hunt. This can be done by e-mail to the appointed agent Jeffrey Grubb at jkwdevelopments@gmail.com.

Upon entering the property you acknowledge and agree that you will hold Deer Creek Estates, LLC harmless for ANY injury to yourself or others. This permission is given to you only. Prior to the beginning of the 2021 Iowa Bow hunting season, you will meet with Jeffrey Grubb to discuss any property change which may affect the areas allowed to hunt.



Jeffrey D. Grubb

Manager of Land Development

Deer Creek Estates, LLC



Derek M. Watson

MEMORANDUM

TO: DAVID JONES
FROM: CAPTAIN MAKAI ECHER
SUBJECT: BOW HUNTING APPROVAL
DATE: APRIL 13, 2022
CC:

The Police Department approves a special bow hunting permit for Derek Watson on property located at Deer Creek Estates LLC. The District/Parcel is <181/15925-795-134> and the GeoParcel is <8023-17-100-009>. The land is one mile east of I35 and half a mile North of E 1st Street. within the city limits of Ankeny. This approval is limited to Derek Watson and cannot be extended or implied for others. This authorization is for the 2022 bow hunting season beginning October 1,2022 and does not extend beyond January 8, 2023.

This approval from the Police Department is contingent upon the following requirements:

1. Express written authorization from the property owner(s) within the identified hunting site.
2. Compliance with all State of Iowa DNR regulations related to licensing and seasonal hunting laws to include times, registration and conformity with Iowa Code 252J.8.
3. Compliance with Iowa Code 716.7 Trespass prohibiting hunting on private property and recovery of injured or killed fur-bearing animals from private property.
4. The harvest of deer shall comply with all State of Iowa DNR laws and regulations.
5. The approval specifically prohibits the discharge of firearms anywhere within the City of Ankeny corporate limits.

Approval by the Ankeny City Council is required for all hunting within the City limits pursuant to Ankeny Code Chapter 41.11(3). Property manager, Jeff Grubb has provided approval to Derek Watson.

Respectfully,

Makai Echer Captain

Ankeny Police Department



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to authorize the Mayor to sign a consent-conflict waiver with Ahlers & Cooney, P.C. to review the draft 28E Agreement seeking to create the Central Iowa Water Works.

EXECUTIVE SUMMARY:
Des Moines Water Works and other communities have requested that Ahlers & Cooney P.C. review the 28E agreement to provide advice regarding the financing authority of the CIWW, related procedures, and general public law questions which may arise. Because Ahlers & Cooney, P.C. currently provides various legal services to Ankeny and many of the communities interested in forming the Central Iowa Water Works (CIWW), the requested legal review requires the City of Ankeny and the other parties to sign a conflict-consent waiver.

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Conflict-consent waiver



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com

April 14, 2022

VIA EMAIL

Des Moines Water Works
c/o Amy Kahler
2201 George Flagg Parkway
Des Moines, Iowa 50321

West Des Moines Water Works
c/o Christina Murphy
1505 Railroad Avenue
West Des Moines, Iowa 50265

Urbandale Water Works
c/o Dale Acheson
3720 86th Street
Urbandale, Iowa 50322

Waukee Water Utility
c/o Rudy Koester
805 University
Waukee, Iowa 50263

Ankeny Water Utility
c/o Jennifer Sease
410 West First Street
Ankeny, Iowa 50023

Johnston Water Utility
c/o David Wilwerding
6221 Merle Hay Road
P.O. Box 410
Johnston, Iowa 50131

Xenia Rural Water District
c/o Gary Benjamin
23998 141st Street
P.O. Box 39
Bouton, Iowa 50039

RE: Proposed Members of Central Iowa Water Works (28E) currently working with Ahlers & Cooney, P.C. – Conflict Waiver/Consent to Limited Joint Representation

Dear Water Works' Board members, Water Utility Officials and/or City Council:

Ahlers & Cooney, P.C. currently provides various legal services under current representations to each of the entities to whom this letter is addressed (including, but not limited to, bond counsel, urban renewal, general public law advice, litigation, and labor negotiations – list not exhaustive, nor applicable to all named parties), to wit:

- Des Moines Water Works ("DMWW"),
- West Des Moines Water Works ("WDMWW"),
- Urbandale Water Works ("UrbandaleWW"),
- Xenia Rural Water District ("Xenia"), and
- the municipal water utilities for the following cities of Ankeny, Johnston, and Waukee (each governed by the City Council of said city), as well as the underlying cities, respectively.

Each of the addressees hereto has approved a Founding Resolution for the yet-to-be-created Central Iowa Water Works ("CIWW"), related to its respective interest in pursuing the creation of a new regional water authority under Iowa Code chapter 28E.

To date, DMWW has utilized Richard Malm of the Dickinson law firm in Des Moines to prepare an initial draft of the 28E Agreement (the "Agreement") for the creation of CIWW.

It is our understanding all potential members of CIWW share an interest and desire to identify and confirm financing authority and procedures for CIWW within the context of the Agreement. Ahlers & Cooney, P.C. has been requested to review the Agreement, and provide advice regarding the financing authority of CIWW (once created), procedures related thereto, and general public law questions which may arise related thereto. We believe the scope of the above representation constitutes a review of black letter law, which would result in the same advice we would provide to any one of you individually, were you to ask. We do not believe such analysis or advice would rise to the level of a conflict of interest between any potential members to CIWW. However, given we have existing representations with each party addressed hereto, in the interest of full transparency, and so that none of you think we are favoring one over the other, we write to seek formal written consent from each party for us to provide our review and advice for the benefit of each potential member to the proposed new entity. Effectively, our review would constitute a joint representation of all named parties hereto, limited to the scope outlined herein. Our written advice would be provided to all for their review and consideration. Furthermore, DMWW is proposing to pay for our time to complete these tasks, on an hourly basis at the rates of \$350 (Boehlert) and \$430 (Nadel), respectively.

During the course of our review, and subsequent advice related to the Agreement, in the event there are actual disagreements of substance or content between the parties, we will decline to advise any party on the specific subject matter of that dispute. Should an issue arise for which the parties cannot reach agreement on their own, we will withdraw from the representation on that point, and the parties would need to hire separate counsel to resolve said dispute. Such withdrawal would not, however, impact our on-going representations of the parties, rather would simply be as to the specific issue in dispute.

We believe we can provide competent and diligent representation to all parties in all other, non-related matters. We do not believe any confidential information or other facts or circumstances arising during these representations would impair or affect our work for any existing client. Also, these representations are not prohibited by law and do not involve assertion of a claim by either client against the other in the same litigation or proceeding.

Please be aware that the Rules of Professional Conduct require that we represent all our clients with diligence and that we protect and maintain their confidences. Accordingly, we will not disclose or use any confidential information we may have acquired regarding any party to another in our prior or ongoing representation of the parties.

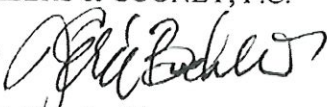
Please feel free to contact us with any questions or concerns. If you consent to the proposed limited joint representation, please so indicate below and return a copy of this fully executed letter to our attention.

Thank you.

Sincerely,

AHLERS & COONEY, P.C.

By


J. Eric Boehlert


Steven M. Nadel

Des Moines Water Works:

The Board of Trustees of Des Moines Water Works, Iowa hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s review of the draft 28E Agreement seeking to create the Central Iowa Water Works.

Dated this ____ day of _____, 2022.

By: _____
Chair

By: _____
Secretary

West Des Moines Water Works:

The Board of Trustees of West Des Moines Water Works, Iowa hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s review of the draft 28E Agreement seeking to create the Central Iowa Water Works.

Dated this ____ day of _____, 2022.

By: _____
Chair

By: _____
Secretary

Urbandale Water Works:

The Board of Trustees of Urbandale Water Works, Iowa hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s review of the draft 28E Agreement seeking to create the Central Iowa Water Works.

Dated this ____ day of _____, 2022.

By: _____
Chair

By: _____
Secretary

Xenia Rural Water District:

The Board of Trustees of the Xenia Rural Water District, in Bouton, Iowa hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s review of the draft 28E Agreement seeking to create the Central Iowa Water Works.

Dated this ____ day of _____, 2022.

By: _____
Chair

By: _____
Secretary

Ankeny:

The City Council of Ankeny, Iowa hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s review of the draft 28E Agreement seeking to create the Central Iowa Water Works.

Dated this ____ day of _____, 2022.

By: _____
Mayor

By: _____
City Clerk

Johnston:

The City Council of Johnston, Iowa hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s review of the draft 28E Agreement seeking to create the Central Iowa Water Works.

Dated this ____ day of _____, 2022.

By: _____
Mayor

By: _____
City Clerk

Waukee:

The City Council of Waukee, Iowa hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s review of the draft 28E Agreement seeking to create the Central Iowa Water Works.

Dated this ____ day of _____, 2022.

By: _____
Mayor

By: _____
City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Fire

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to authorize the Mayor to sign an updated Automatic Aid Agreement with Polk City.

EXECUTIVE SUMMARY:

Polk City has recently approved an updated Automatic Aid agreement with the City of Ankeny to be effective July 1, 2022. Our Agreement was last updated in 2014. This automatic aid agreement covers emergency medical services (EMS), structure fires and other types of emergency events.

The main change in this updated 28E agreement is an increase from \$50 to \$100 per change of quarters request for an ambulance from one city to the other. The number of requests each way is reconciled each month between the two cities and the city with the largest number of change of quarters requests is reimbursed the difference.

Since Ankeny requests a change of quarters ambulance much more often (about 250 times per year) than Polk City asks us to respond to their city (currently less than 50 times per year), the citizens of Ankeny greatly benefit from this 28E agreement.

The annual cost to the City of Ankeny is estimated to be about \$25,000 per year, which is an increase of \$12,500 over the normal annual cost over the past several years. From a purely financial standpoint, this

change of quarters agreement effectively gives us another ambulance resource without the cost of full time staffing on our fourth ambulance.

There is currently no charge either way for a change of quarters or response by fire apparatus. I recommend the Ankeny City Council approve this updated agreement.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Automatic Aid Agreement

AUTOMATIC AID AGREEMENT

This AUTOMATIC AID AGREEMENT ("Agreement") is entered into this 1st day of July 2022 by and between the City of Ankeny and the City of Polk City, Iowa.

AUTOMATIC AID

1. Situations Where Aid is Provided. All calls for fire and emergency medical services within the defined automatic aid agreement area shall result in an automatic, simultaneous response from both the Polk City and Ankeny Fire Departments. To accomplish this, the Polk County Emergency Communications Center shall simultaneously dispatch both the Polk City and Ankeny Fire Departments. This automatic aid Agreement shall be in effect 24 hours a day, seven days a week.

2. No Reimbursement for Costs. No party in this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in the Automatic Aid sections of this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents as described in said sections of this Agreement.

PARAMEDIC TIERED RESPONSE

Under this Agreement either fire department may provide paramedic level tiered response or ambulance transport when requested. The transporting service shall bill the patient for every patient transport. Both Ankeny and Polk City will maintain compliance with all applicable reimbursement laws.

1. **Request for Tiered Response.** Requests for a tiered response shall be made through the Polk County Emergency Communications Center.
2. **Responsibility.** Ankeny and Polk City shall maintain responsibility for the actions of its own personnel when functioning under the direction of a paramedic-qualified employee of either department as long as the direction provided does not violate the Iowa Department of Public Health, Bureau of EMS, Scope of Practice for EMS Providers or applicable law.
3. **Ambulance Transport.** Ambulance transport shall be provided by the fire department responsible for the address where the patient is located when available.

4. Payment. When Paramedic Tiered Response Service is provided the fire department requesting the tier shall reimburse the tiering agency a sum of \$200.00 per event. When possible, disposable supplies shall be provided by the transporting service.

PARAMEDIC INTEROPERABILITY

Each department has developed Standard Operating Procedures approved by the department's medical director that allow paramedic qualified personnel to utilize either services patient care equipment including the monitor/defibrillator, intravenous and pharmacy supplies while functioning under their own department protocols.

AUTOMATIC AID ENGINE COMPANY AND CHIEF OFFICER RESPONSE

As part of this Agreement, both Ankeny and Polk City will respond (when available) with a staffed engine company and Chief Officer to all reported or confirmed structure fires at locations within all the fire districts serviced by both Ankeny and Polk City. The dispatch of an engine company and Chief Officer will be made with the initial dispatch to the reported fire by the Polk County Emergency Communications Center.

EMS CHANGE OF QUARTERS COVERAGE

In the event either City has depleted their resources or ability to respond to an additional Emergency Medical Services call, a request shall be made to Polk County Emergency Communications Center for a "Change of Quarters Ambulance". When available, the requested agency shall provide a staffed ambulance to the requesting city to be available for immediate response.

The department requesting the change of quarters shall reimburse the agency that provided the change of quarters ambulance a sum of \$100 per event if the requested ambulance has left its home fire station to travel toward the requesting city. This reimbursement shall be waived in the event of a billable EMS transport occurs during the change of quarters. This reimbursement shall be made on a monthly basis from a statement of services provided by each city and a reconciliation of trips each way so that only one payment will be made from the city with the most change of quarters requests that month.

PERSONNEL AND EQUIPMENT

The Polk City Fire Chief and the Ankeny Fire Chief shall establish a response plan regarding the deployment of personnel and equipment in responding to Emergency

Incidents under this Agreement. In virtually all cases, responses will be consistent with the established Polk County Tiered Emergency Assets Management System (TEAMS) response cards. Any other required personnel and/or equipment will be determined by the incident Commander in his or her sole discretion. If first arriving responders determine that they can handle the incident with their own available resources, then they shall return the still responding units to their home city as quickly as possible.

LIABILITY/INDEMNIFICATION

Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether the death, injury or damage occurs at an emergency within the described boundary. To the extent allowed by law, each city shall indemnify, defend and hold harmless all other parties for damages, claims, demands, suits, judgments, costs and expenses arising from loss of or damage to private property and/or the death of or injury to private persons whether caused by either department responding within the parameters of this Agreement. Provided, however, nothing contained herein shall expand the immunity of a party granted to it by law.

Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by the individual that assumes command (Incident Commander) at any Emergency Incident. This provision shall not apply to any acts, conduct, instructions or commands given by an officer in the capacity of Incident Commander, which are later determined at any time to have been grossly negligent, willful, wanton or reckless.

TERMINATION

Either party may withdraw from this Agreement by giving sixty (60) days written notice to the other party by certified mail.

PRIOR AGREEMENTS

This Agreement supersedes any other previous Agreements, either written or verbal, that may have existed to define the response of the two fire departments in this area.

CITY OF ANKENY, IOWA

Mark Holm, Mayor

Attest:

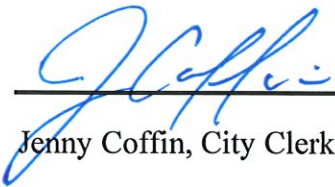
Denise Hoy, City Clerk

CITY OF POLK CITY, IOWA



Steve Karsjen, Mayor

Attest:



Jenny Coffin, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2108: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property owned by Helen Moeckly Trust and Edward Ferrier & Annette Voegtlin.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of Ordinance 2108 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2108.

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 2108, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 P&Z Stamped Rezoning Map
 PUD Document
 Color Elevations
 Waiver Request

ORDINANCE 2108

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HELEN MOECKLY TRUST AND EDWARD FERRIER & ANNETTE VOEGTLIN

WHEREAS, on the 8th day of March, 2022, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 22nd day of March, 2022, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Helen Moeckly Trust and Edward Ferrier & Annette Voegtlin, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development District; and

WHEREAS, on the 16th day of May, 2022, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

N1/2 NW1/4, SECTION 03, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA AND CONTAINING 114.20 ACRES MORE OR LESS.

AND

S1/2 NW1/4, SECTION 03, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA AND CONTAINING 80.10 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 194 acres (+/-) of land adjacent to the northwest quadrant of Ankeny and generally located southeast of the NW 54th Street (NW 118th Avenue) and NW Irvinedale Drive (NW 16th Street) intersection.

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

SECTION I. The Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, are hereby amended to rezone the above-described property owned by Helen Moeckly Trust and Edward Ferrier & Annette Voegtlin, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development District.

SECTION II. REPEAL. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III. EFFECTIVE DATE. This Ordinance shall be in effect upon its final passage and publication, as provided by law.

PASSED AND APPROVED this 2nd day of May, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN
THE DES MOINES REGISTER
ON THE 6TH DAY OF MAY, 2022**

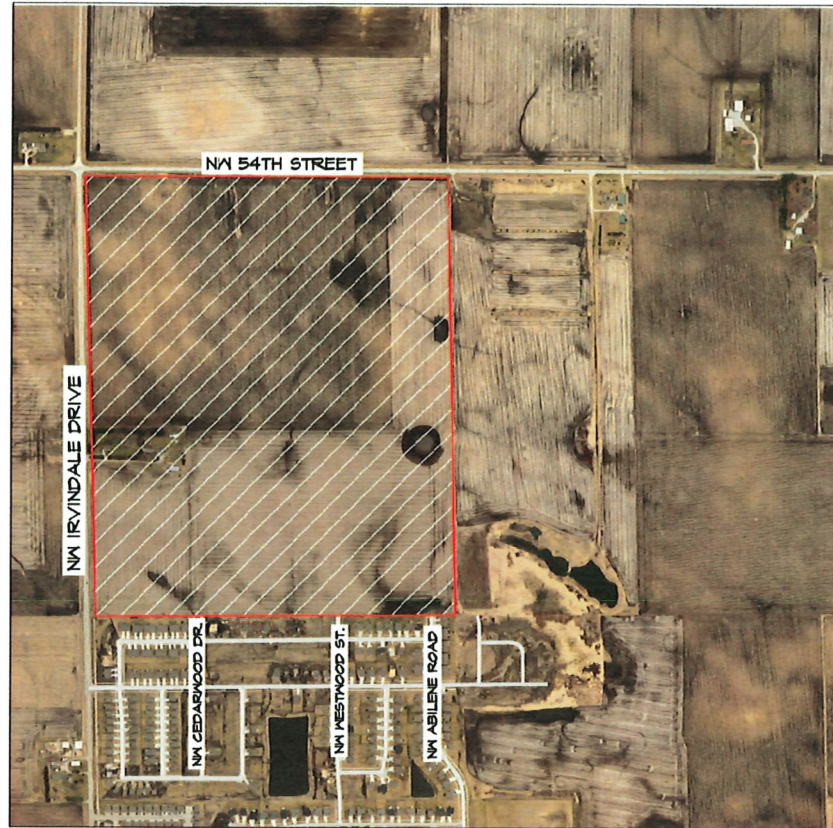
**1st Con 4/18/2022 (P. Hrg)
2nd Con 5/2/2022
3rd Con 5/2/2022**

MOECKLY PROPERTY

REZONING SKETCH

ANKENY, IOWA

HELEN MOECKLY TRUST 4825 NW IRVINEDALE DRIVE, ANKENY, IA 50023



VICINITY SKETCH

SHEET LIST TABLE	
Sheet Number	Sheet Title
	COVER
2	REZONING MAP

OWNER:

FERRIER, EDWARD L &
VOESTLIN, ANNETTE
4825 NW IRVINEDALE DR
ANKENY, IA 50023-7419
515-531-0504
edferrier6@gmail.com
NORTH HALF

HELEN MOECKLY TRUST
4825 NW IRVINEDALE DR
ANKENY, IA 50023-7419
SOUTH HALF

ZONING/LAND USE

EXISTING: R-1

PROPOSED: PUD

LEGAL DESCRIPTION

THE NORTH HALF OF THE NORTHWEST FRACTIONAL QUARTER (NW
FRL 1/4) OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 24 WEST OF
THE 5TH P.M., FOLK COUNTY, IOWA.

AND

THE SOUTH HALF OF THE NORTHWEST FRACTIONAL QUARTER (NW
FRL 1/4) OF SECTION 3, TOWNSHIP 30 NORTH, RANGE 24 WEST OF
THE 5TH P.M., FOLK COUNTY, IOWA.

DEVELOPER:

FOURSTAR DEVELOPMENT LLC
MARK BOCKENSTEADT
1003 NW RIDGE ROAD
ANKENY, IA 50023
515-244-2423
markbock@yahoo.com

PROJECT MANAGER:

BART TURK
CIVIL ENGINEERING CONSULTANTS
2400 86TH STREET, #12
DES MOINES, IOWA 50322
515-276-4884
TURK@CEC.IA.COM

ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date <u>March 23, 2022</u>	
Ayes <u>5</u>	Nays <u>0</u>
Abstain <u>1</u>	Absent <u>2</u>
APPROVED	
<u>G. Hunter</u>	Chairperson
<u>B. Zuglaug</u>	Secretary



Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12, Des Moines, Iowa 50322
515.276.4884 • mail@cecinc.com



DATE:	02-04-2022
REVISION:	03-15-2022
DATE OF SURVEY:	----
DESIGNED BY:	BAT
DRAWN BY:	NH

RECEIVED

MAR 25 2022

CITY OF ANKENY

MOECKLY PROPERTY

ANKENY, IOWA

COVER

SHEET	1
OF	2

A-2133



HARRISON FARMS - LD
3510 NN 18TH ST
ANKENY, IA 50023-7844

2 MOSKATY FAMILY FARM LLC
4121 N 10TH AVE
POLE CITY, IA 50226-136

3. JESSIE L. SHERIS LLC
4500 WESTOWN PARKWAY, STE 227
WEST DES MOINES, IA 50226

4. JOSHUA L. HOUTLIN
DR HORTON - IOWA LLC
H/O 54 FLAZA SHOPS LN
ANKENY, IA 50023-7080

5. JOSHUA L. HOUTLIN
DR HORTON - IOWA LLC
H/O 54 FLAZA SHOPS LN
ANKENY, IA 50023-7080

6. JOSHUA L. HOUTLIN
DR HORTON - IOWA LLC
H/O 54 FLAZA SHOPS LN
ANKENY, IA 50023-7080

7. JOSHUA L. HOUTLIN
DR HORTON - IOWA LLC
H/O 54 FLAZA SHOPS LN
ANKENY, IA 50023-7080

8. JOSHUA L. HOUTLIN
DR HORTON - IOWA LLC
H/O 54 FLAZA SHOPS LN
ANKENY, IA 50023-7080

9. RUSSELL J. REIGKS
2310 NN 34TH DR IN
ANKENY, IA 50023-2178

10. SHERELL STEPHENS
2310 NN ABILENE RD
ANKENY, IA 50023-8366

11. AILEY FIERCE
4323 NN ABILENE RD
ANKENY, IA 50023-8366

12. CLASSIC HOLDINGS LLC
8518 NN 28RD CT
ANKENY, IA 50023-0005

13. CLASSIC HOLDINGS LLC
8518 NN 28RD CT
ANKENY, IA 50023-0005

14. STEVEN J. HALL
4140 NN ABILENE RD
ANKENY, IA 50023-8361

15. TAMELIA M. CARR
4140 NN ABILENE RD
ANKENY, IA 50023-8361

16. DANIEL G. BUCHHEIT
2304 NN 44TH ST
ANKENY, IA 50023-8372

17. ROBERT JOHN BECH-HOLDT
2304 NN 44TH ST
ANKENY, IA 50023-8372

18. BRUCE BAUGH
2312 NN 44TH ST
ANKENY, IA 50023-8372

19. KEVIN T. BURNETT
2310 NN 44TH ST
ANKENY, IA 50023-8372

20. TAN & HUTH
2402 NN 44TH ST
ANKENY, IA 50023-8371

21. RUSSELL S. HUTH
2406 NN 44TH ST
ANKENY, IA 50023-8371

22. MARK A. KELLY
2410 NN 44TH ST
ANKENY, IA 50023-8371

23. JOSHUA L. HOUTLIN
DR HORTON - IOWA LLC
H/O 54 FLAZA SHOPS LN
ANKENY, IA 50023-7080

24. LEVI J. GOSKE
2500 NN 44TH ST
ANKENY, IA 50023-8348

25. JOSHUA L. HOUTLIN
DR HORTON - IOWA LLC
H/O 54 FLAZA SHOPS LN
ANKENY, IA 50023-7080

26. JOSHUA L. HOUTLIN
DR HORTON - IOWA LLC
H/O 54 FLAZA SHOPS LN
ANKENY, IA 50023-7080

27. ROSS J. REIGKS
2502 NN 44TH ST
ANKENY, IA 50023-8348

28. AUSTIN LANE UNDERWOOD
2600 NN 44TH ST
ANKENY, IA 50023-8341

29. JOSHUA L. HOUTLIN
DR HORTON - IOWA LLC
H/O 54 FLAZA SHOPS LN
ANKENY, IA 50023-7080

30. CT HOMES LLC
152 18TH AVE N
SPENCER, IA 51301-2133

31. JOSHUA L. HOUTLIN
DR HORTON - IOWA LLC
H/O 54 FLAZA SHOPS LN
ANKENY, IA 50023-7080

32. CT HOMES LLC
152 18TH AVE N
SPENCER, IA 51301-2133

33. SPENCER FARMS LLC
2116 NN 44TH ST
ANKENY, IA 50023-8341

34. JOSHUA L. HOUTLIN
DR HORTON - IOWA LLC
H/O 54 FLAZA SHOPS LN
ANKENY, IA 50023-7080

35. ROBERT J. GOSKE
2124 NN 44TH ST
ANKENY, IA 50023-8341

36. EKHA 202JL SHIONS DE FANTI
212B NH 44TH 5T
ANKENY, IA 50023-8341

37. DARRIEL D KRE
2802 NH 44TH ST
ANKENY, IA 50023-8342

38. GARY SHIFON
2802 NH 44TH ST
ANKENY, IA 50023-8342

39. LLOYD E JACKSON
2810 NH 44TH ST
ANKENY, IA 50023-8342

40. SHARON L CRAWFORD
2814 NH 44TH ST
ANKENY, IA 50023-8342

41. JARED SMITH
2816 NH 44TH ST
ANKENY, IA 50023-8342

42. ADAM ANNE WELLS
2822 NH 44TH ST
ANKENY, IA 50023-8342

43. ROBERT RYHED
2826 NH 44TH ST
ANKENY, IA 50023-8342

44. ROBERT A OJAST
283C NH 44TH ST
ANKENY, IA 50023-8342

45. TERESA H GREEN
2914 NH 44TH ST
ANKENY, IA 50023-8343

46. KIM M HALLER
2915 NH 44TH ST
ANKENY, IA 50023-8343

47. JOHN RICHARD RYAN
2917 NH 44TH ST
ANKENY, IA 50023-8343

48. DAVID SHAIN
2926 NH 44TH ST
ANKENY, IA 50023-8343

49. RICKIE MILLER
440B NH NORTHWOOD DR
ANKENY, IA 50023-1071

50. DANN J BROWN
4404 NH NORTHWOOD DR
ANKENY, IA 50023-1071

51. SEAN J RYAN
439B NH NORTHWOOD DR
ANKENY, IA 50023-1050

52. MARY EL ZAEETH STOLTENBERG
2826 NH 44TH ST
ANKENY, IA 50023-8342

53. JULIANE WILLS
291 NH 44TH ST
ANKENY, IA 50023-8343

54. JEFFREY WILKINSON
2821 NH 44TH ST
ANKENY, IA 50023-8342

55. CAROL E SHIRLEY SPANGLER
LIVING TRUST
2823 NH 44TH ST
ANKENY, IA 50023-8342

56. JERRY D SMITH
2818 NH 44TH ST
ANKENY, IA 50023-8342

57. MARCIA ALGER
2815 NH 44TH ST
ANKENY, IA 50023-8342

58. VICKI LOHS
281 NH 44TH ST
ANKENY, IA 50023-8342

59. CHRIS RUBY
2807 NH 44TH ST
ANKENY, IA 50023-8342

60. VIKI EBLEHE WALBRIDGE
FAMILY TRUST
1010 OJAIL ST
DES MOINES CO 50305-3460

61. JERRY HAYBEL
2127 NH 44TH ST
ANKENY, IA 50023-8341

62. DYLAN JOHN COOPER
2823 NH 44TH ST
ANKENY, IA 50023-8341

63. JOSHUA L MCLOUTIN
DES MOINES - IOWA LLC
#10 SW PLAZA SHOPS LN
ANKENY, IA 50023-1020

64. JOSHUA L MCLOUTIN
DES MOINES - IOWA LLC
#10 SW PLAZA SHOPS LN
ANKENY, IA 50023-1020

65. JOSHUA L MCLOUTIN
DES MOINES - IOWA LLC
#10 SW PLAZA SHOPS LN
ANKENY, IA 50023-1020

66. JOSHUA L MCLOUTIN
DES MOINES - IOWA LLC
#10 SW PLAZA SHOPS LN
ANKENY, IA 50023-1020

67. JOSHUA L MCLOUTIN
DES MOINES - IOWA LLC
#10 SW PLAZA SHOPS LN
ANKENY, IA 50023-1020

68. TYSON JASCKIE
2601 NH 44TH ST
ANKENY, IA 50023-8341

70. JOSHUA L MOULTON
ER HORTON - IONA LLC
NIG SWN PLAZA SHOPS LN
ANKENY, IA 50022-8382

71. TRICIA DECONTE GABRIEL
2515 NW 44TH ST
ANKENY, IA 50023-8398

72. JOSHUA L MOULTON
ER HORTON - IONA LLC
NIG SWN PLAZA SHOPS LN
ANKENY, IA 50022-8382

73. CASEY VAN ANDEL
2507 NW 44TH ST
ANKENY, IA 50023-8398

74. STEVE O. SON
2413 NW 44TH ST
ANKENY, IA 50023-8371

75. TRENT KEATHERMAN
2404 NW 44TH ST
ANKENY, IA 50023-8371

76. KATHI FULLERTON
2405 NW 44TH ST
ANKENY, IA 50023-8371

77. JOAN DURHAM
2401 NW 44TH ST
ANKENY, IA 50023-8371

78. NATALIE JOY RIDER
2401 NW 44TH AN
ANKENY, IA 50023-8372

79. JOSHUA SIAVER
2345 NW 44TH ST
ANKENY, IA 50023-8372

80. CLASSIC HOLDINGS LLC
4312 NW ABILENE RD
ANKENY, IA 50022-8328

81. CLASSIC HOLDINGS LLC
4312 NW ABILENE RD
ANKENY, IA 50022-8328

82. DOLORES A S'ALL
1128 NW 122ND ST
CLIVE, IA 50225-8124

83. IBERIA INVESTMENT SERVICES, LLC
105 OAKWOOD DR
POLK COUNTY, IA 50226-1224

84. POLK COUNTY FAIR AND ASSN LLC
4121 NW 10TH AVE
POLK COUNTY, IA 50226-1134

85. ISABELLA ANDERSON
1661 NW 10TH ST
POLK COUNTY, IA 50226-1144

SCALE: 1"=400' (11"x17")
SCALE: 1"=200' (22"x34")



SHEET OF 2 A-2133 MOECKLY PROPERTY ANKENY, IOWA REZONING MAP		DATE: _____ 02-04-2022 REVISION 03-15-2022 DATE OF SURVEY: _____ DESIGNED BY: BAT DRAWN BY: MM
--	--	--

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12 • Des Moines, Iowa 50322
515.276.4884 • mail@ceclac.com

**MOECKLY PROPERTY
PLANNED UNIT DEVELOPMENT
ANKENY, IOWA**

March 17, 2022

**PREPARED FOR:
FOURSTAR DEVELOPMENT**

Mark Bockenstedt
1003 NW Ridge Rd
Ankeny, IA 50023



Civil Engineering Consultants, Inc.

Suite 12, 2400 86th Street, Des Moines, Iowa
Ph: 515.276.4884

Prepared by: Bart A. Turk
Landscape Architect
Project Manager

ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date	<u>March 22, 2022</u>
Ayes	<u>5</u>
Nays	<u>0</u>
Abstain	<u>—</u>
Absent	<u>2</u>
APPROVED	
<u>G. Hunter</u>	Chairperson
<u>B. Hughes</u>	Secretary

RECEIVED

MAR 25 2022

CITY OF ANKENY

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REZONING RATIONALE

The Moeckly PUD proposes to provide a well-planned, homogenous residential neighborhood to the northwest sector of Ankeny. The plan anticipates NW State Street, a future arterial diagonal, to extend through the parcel to the junction of NW Irvinedale Drive and NW 54th Street which are classified as major collectors.

The PUD proposes lots smaller than allowed within R-1 zoning, primarily driven by economics, bringing affordability to various income levels. As an exchange for smaller lots, owners will enjoy, walking trails that are easily accessible while providing pedestrian connectivity to open space areas, the local park and retail shoppes. Lots shall be nestled around water features within open space areas that can be enjoyed by all. The water features will satisfy stormwater detention while attracting wildlife and providing environmental awareness.

A private clubhouse facility is also proposed for the development to be owned and maintained by the homeowners association. This facility shall include a meeting room with kitchen and outdoor swimming pool, and offer many amenities, which are deficit in most developments.

The convergence of major streets will attract local retail shoppes and offices, providing needed services and convenience to the neighboring residential area. Buffering major streets shall be accomplished by the placement of earth berming and landscaping within adjacent rear yards.

This PUD allows more citizens the opportunity to achieve the American dream of home ownership while also providing passive recreational opportunities and convenience to local goods and services and the ability to call Ankeny “home”.

BULK REGULATIONS

PARCELS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", AND "K" – SINGLE-FAMILY RESIDENTIAL

- ALLOWED USES INCLUDE: TRADITIONAL DETACHED SINGLE-FAMILY HOMES HAVING A MINIMUM TWO-CAR ATTACHED GARAGE
- MINIMUM FOUR PARKING STALLS PER DWELLING UNIT (INCLUDING GARAGE SPACES)
- MAXIMUM DENSITY IS 5 DWELLING UNITS/ACRE
- MINIMUM LOT WIDTH AT FRONT YARD BUILDING SETBACK ALONG WITH MINIMUM SQUARE FOOTAGE:

PARCEL "A"	73 FEET – 9,500 SF
PARCELS "B", "C" AND "D"	65 FEET – 8,500 SF
PARCELS "E", "F", "G" AND "H"	51 FEET – 6,500 SF
PARCELS "I", "J" AND "K"	45 FEET – 5,500 SF

- MINIMUM YARD REQUIREMENTS
 - FRONT – 30 FEET
 - REAR – 30 FEET (UNENCLOSED DECKS MAY EXTEND 12 FEET IN TO REAR YARD SETBACK)
 - SIDE – PARCELS "A", "B", "C" AND "D" - 15 FEET (MINIMUM 5' ONE SIDE)
PARCELS "E", "F", "G", "H", "I", "J" AND "K" - 10 FEET (MINIMUM 5' ONE SIDE)
CANTILEVERS ARE NOT ALLOWED WITHIN ANY 5' SETBACK, TO INCLUDE EGRESS WINDOW WELLS, USABLE FLOOR, BAY WINDOWS, AND NON-USABLE FLOOR SPACES.
- BUFFERS
 - A 20 FEET WIDE LANDSCAPE BUFFER SHALL BE PROVIDED WITHIN RESIDENTIAL LOTS ADJACENT TO THE FOLLOWING MAJOR STREETS:

NW 54TH STREET
NW STATE STREET
NW IRVINEDALE DRIVE
 - LANDSCAPE BUFFER SHALL INCLUDE 6 OVERSTORY TREES AND 6 EVERGREEN TREES PER 100 LINEAL FEET.

A HOMEOWNERS ASSOCIATION CONSISTING OF LOTS WITHIN PARCELS "A" THROUGH "K" SHALL BE ESTABLISHED WHICH SHALL OWN AND MAINTAIN ALL THE PRIVATE OPEN SPACE AREAS, WALKING TRAILS, STORMWATER DETENTION BASINS, AND CLUBHOUSE AND RELATED INFRASTRUCTURE.

ANY ITEMS NOT COVERED WITHIN THE BULK REGULATIONS REGARDING PARCELS "A" THROUGH "K" SHALL BE IN CONFORMANCE TO R-2 DISTRICT REGULATIONS.

PARCELS "L" AND "M" SHALL BE IN CONFORMANCE TO R-3 MULTIPLE-FAMILY RESIDENCE DISTRICT.

PARCELS "N" AND "O" SHALL BE IN CONFORMANCE TO C-1 NEIGHBORHOOD RETAIL COMMERCIAL DISTRICT

PARCEL "P" SHALL BE RESERVED FOR OPEN SPACE /PARK.

DENSITY TABLE

PARCEL	LAND USE	AREA (acres)	DENSITY (DU/acre)	MAXIMUM # OF UNITS
A, B, C, D, E, F, G, H, I, J, K	LOW DENSITY RESIDENTIAL	73.4	3.5	257
L	MEDIUM DENSITY RESIDENTIAL	12.7	12	152
M	HIGH DENSITY RESIDENTIAL	18.8	24	451
TOTAL DU				861

PARKLAND DEDICATION CALCULATION

RES. LOT SIZE (SF)	DEDICATION %	PARCEL DESIGNATION	AREA (SF)	DEDICATION (SF)
2,499 - 7,999	10.00	E, F, G, H, I, J, K	2,173,836	217,384
2,499 - 7,999	10.00	L, M	1,377,110	137,711
8,000 - 24,999	5.00	A, B, C, D	1,022,642	51,132
TOTAL REQUIRED PARKLAND DEDICATION (SF)				406,227
(AC)				9.3

Total parkland dedication required = 9.3 acres

Total park proposed = 8.0 acres (Parcel "P")

The deficit in parkland shall be provided using the "payment in lieu" method to satisfy the balance of the parkland dedication requirement.

Parkland shall be graded evenly and seeded with SUDAS Type 1 seed mixture as necessary for City acceptance of parkland dedication.

INFRASTRUCTURE

STREETS

Due to the location of this project within the community, this project takes into account several major streets. While NW Irvinedale Drive borders to the west and NW 54th Street borders to the north, NW State Street is planned to diagonally bisect the development, ultimately aligning with NW 16th Street to the north. The major streets are classified as follows:

	CURRENT	ANKENY PLAN 2040
NW STATE STREET		PRINCIPAL ARTERIAL
NW 54 TH STREET	COLLECTOR	MINOR ARTERIAL
NW IRVINEDALE DRIVE	MINOR ARTERIAL	MINOR ARTERIAL

The dedication of NW State Street shall have a 120' ROW with a 75' grading and sloping easement on each side of the ROW line. This principal arterial requires over 10 acres of land not including the additional area needed for stormwater detention. An additional 10 feet of ROW will be dedicated for NW 54th Street and NW Irvinedale Drive, having a total half ROW of 60 feet each. Local streets shall provide connectivity of the residential areas to the major streets and adjacent neighborhoods.

SANITARY SEWER

A 15-inch sanitary sewer is currently stubbed out from NW Abilene Road and shall serve the entire development. The sewer is planned to extend up NW Abilene Road, eventually terminating at the NW corner of the site. Sanitary sewers are to be located within the center of the street right-of-way. The sewers shall have minimal slope due to the flat topography.

WATER MAIN

The 12-inch water main on the east side of NW Irvinedale Drive will be extended to NW 54th Street then extend along the south side of NW 54th Street and terminate at the project's east edge. The 10-inch water main on the east side of NW Abilene Road will be extended to NW State Street. The remainder of the development will be served by 8-inch water main which will be located out from under the paving within the Street ROWs. There are no water main district fees. Cost sharing with the City will be provided for watermain 12-inch or greater in diameter.

STORM SEWER / DRAINAGE

The existing conditions of this site is characteristically pothole prairie and includes several low areas that do not currently surface drain. The site undulates having mounds and depressions throughout.

The majority of the site drains north to the ditch in NW 54th Street then west to a set of culvert pipes under NW Irvinedale Drive. There are also three existing developed outlets for stormwater along the southerly line of the parcel which drains to the public storm sewer through the Brinmore development. The southeast corner of the site drains to adjacent property to the east that is currently undeveloped.

The development shall provide stormwater detention, releasing according to the SUDAS unified sizing criteria. Twelve detention basins are currently planned to be located within the single-family portions of the site south of NW State Street. Four basins are proposed to be wet ponds which shall be located within open space areas. There is currently one detention basin proposed within the single-family development located north of NW State Street. A wet pond is also proposed to be located just south of NW 54th Street. This pond shall inherently provide greater fall for the storm sewer network along with generating needed fill for the surrounding depressed areas. The stormwater detention basins are proposed to be located within outlots, which will be privately owned and maintained. Medium, high-density parcels and commercial parcels will create additional detention basins once they develop and shall be privately owned.

This site is not burdened by any flood zones according to FEMA FIRM panels.

SEWER AND WATER USAGE COMPUTATIONS

(Usage rates per SUDAS 2022)

SEWER USAGE

RESIDENTIAL

Total number of DU per Density Table = 1058

(# of DU) x (# persons/DU) x (flow rate) = ADF

Use 3 persons per DU for low and medium density residential - $(409)(3) = 1,227$ persons

Use 2.5 persons per DU for high density residential - $(451)(2.5) = 1,128$ persons

$(1,227 + 1,128)(100 \text{ gpcd}) = 235,500$ gal per day

COMMERCIAL

Area of Parcel "N" = 16.6 acres

Area of Parcel "O" = 2.6 acres

Total commercially designated areas $16.6 + 2.6 = 19.2$ acres

Usage: 5,000 gal per acre/day

$(19.2)(5,000) = 96,000$ gal/day

TOTAL SEWER USAGE: $235,500 + 96,000 = 331,500$ gal/day

WATER USAGE

Domestic water usage computations match sewer usage.

TOTAL DOMESTIC WATER USAGE: 331,500 gal/day

ARCHITECTURAL CHARACTER

The Moeckly PUD shall consist of neo traditional architecture that hints upon ranch, craftsman and prairie styles. House styles shall be a similar character within the neighborhoods, including the medium and high-density residential parcels.

Building materials shall include brick and stone masonry (including veneer), vinyl and fiber cement siding, stucco, wood and glazing. Roof pitches shall range from 6/12 to 12/12, having architectural asphalt shingles using neutral tones.

Building colors shall include a range of earth tones ranging from cream and beige to compliments of greens, blues and grays.

STATEMENT OF INTENT

It is the intention that all portions of the proposed development will be for sale in lieu of leasing.



PARCEL DESIGNATIONS

PARCEL	LOT SIZE
A	75' WIDE LOTS
B, C, D	65' WIDE LOTS
E, F, G, H	51 & 61' WIDE LOTS
I, J, K	45' WIDE LOTS
L	MEDIUM DENSITY RESIDENTIAL
M	HIGH DENSITY RESIDENTIAL
N, O	NEIGHBORHOOD COMMERCIAL
P	OPEN SPACE / PARK

NOTES

1. ACCESS, STREET AND TRAIL CONNECTIONS ARE CONCEPTUAL ONLY.
2. PLACE SIGNAGE TO DELINEATE THE PRIVATE PROPERTY FROM THE PROPOSED PUBLIC PARK.

SCALE: 1"=400' (11"x17")
SCALE: 1"=200' (22"x34")



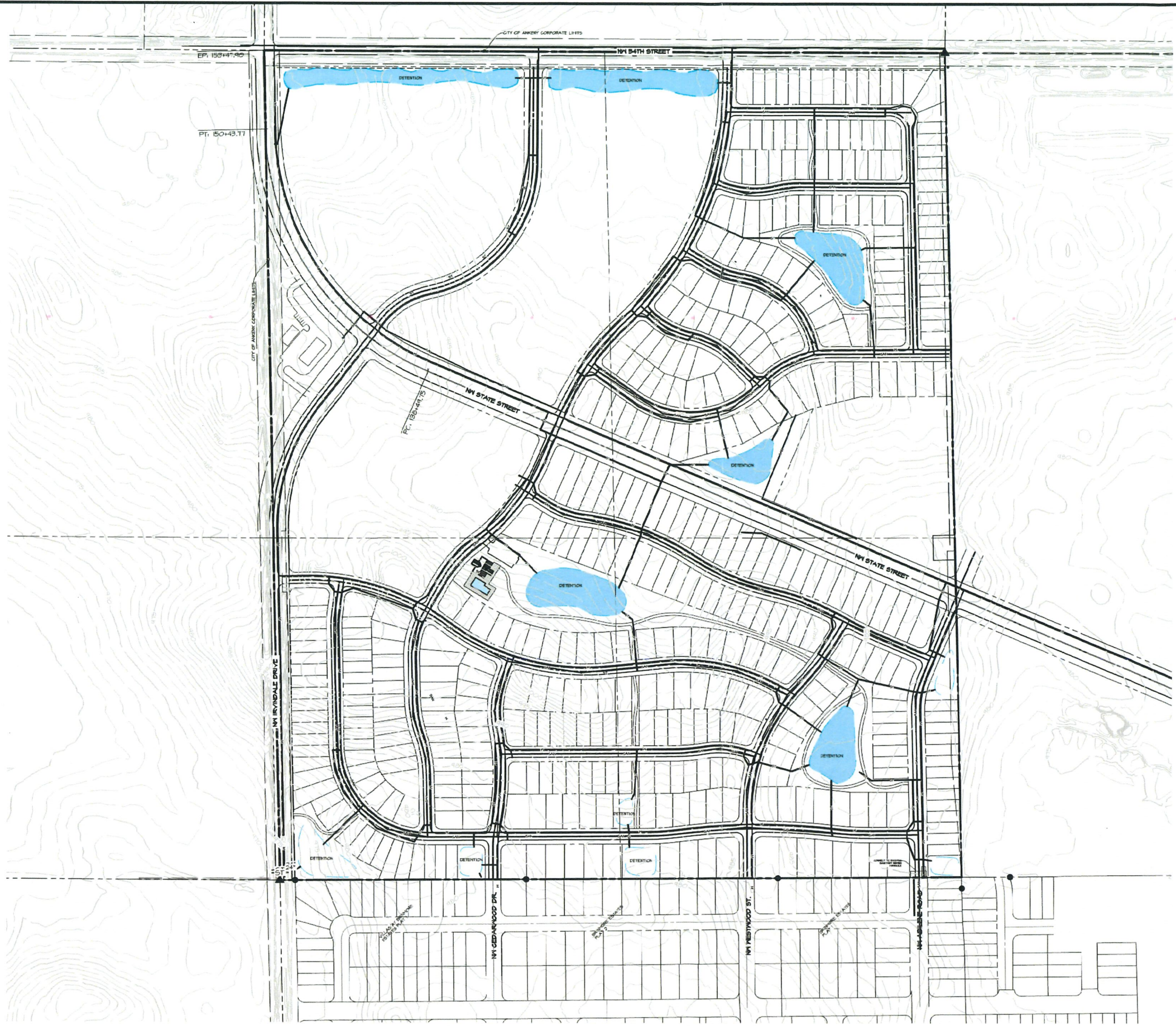
MOECKLY PROPERTY
ANKENY, IOWA
LAND USE PLAN

SHEET
OF 14
A-2153

DATE: 3-24-2022
DATE OF SURVEY: BAT
DESIGNED BY: BAT
DRAWN BY: NM

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12 - Des Moines, Iowa 50322
515.276.4884 - mail@ceclac.com





NOTE:
UTILITIES ARE SHOWN FOR REFERENCE ONLY
AND FINAL LOCATION AND SIZES SHALL BE
DETERMINED AT THE TIME OF FINAL
PLATTING.

SCALE: 1"=200' (11"x17")
SCALE: 1"=100' (22"x34")
NORTH
0' 100' 200'

DATE:	02-04-2022
REVISION:	08-15-2022
DATE OF SURVEY:	---
DESIGNED BY:	BAT
DRAWN BY:	TH

MOECKLY PROPERTY
ANKENY, IOWA
UTILITY PLAN & TOPOGRAPHY

SHEET
12
OF 14
A-2133

CEC
Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12 · Des Moines, Iowa 50322
515.276.4884 · mail@cecinc.com

Q:\A FILES\A 2100\A2133 - CID Drawings\Revised\A2133 (1)1 EXISTING CONDITIONS.dwg, 2/14/2022 2:55:50 PM, mmeagan, 1:1



SCALE: 1"=400' (11"x17")
SCALE: 1"=200' (22"x34")



MOECKLY PROPERTY
ANKENY, IOWA
EXISTING CONDITIONS

SHEET
OF 14

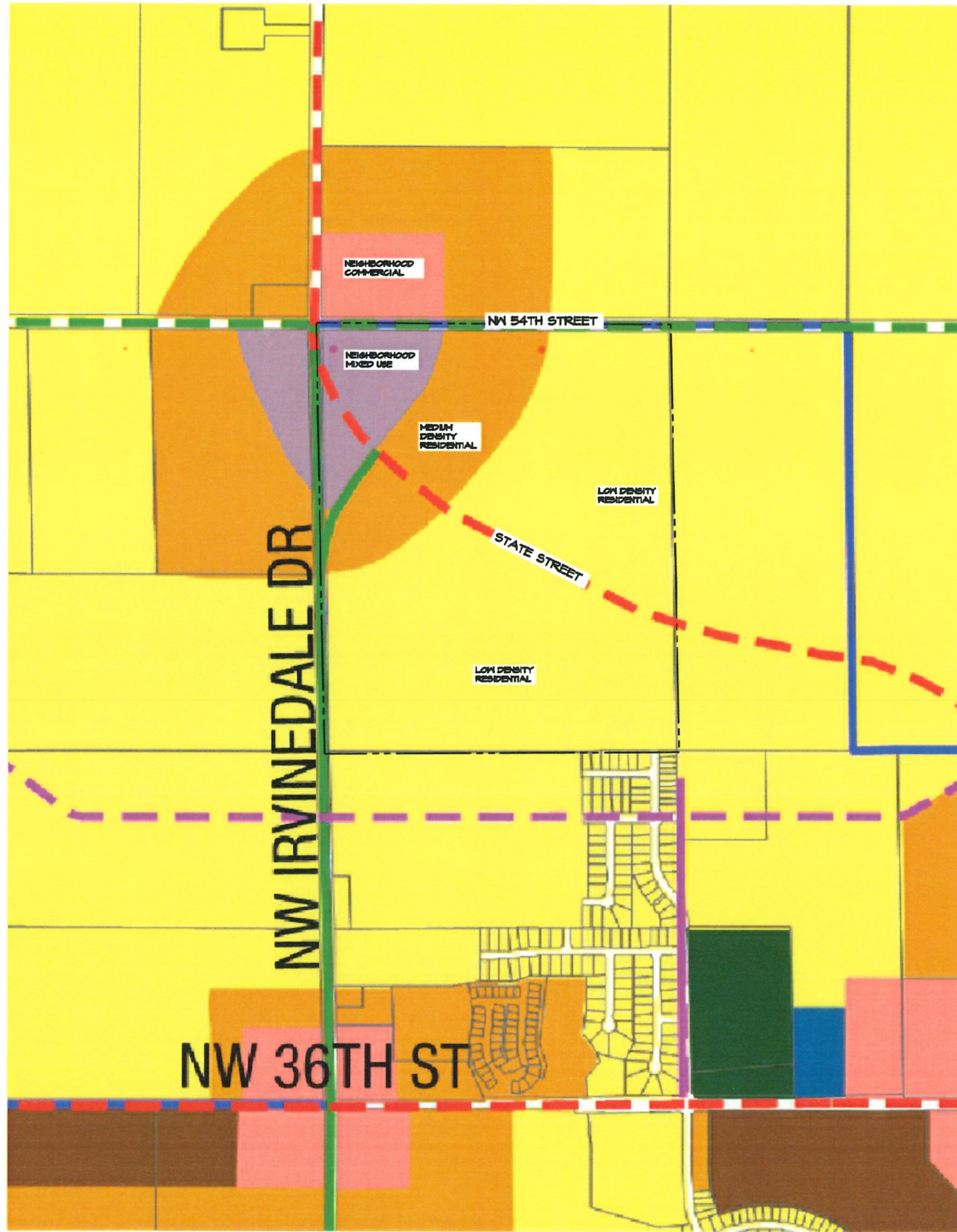
A-2133

DATE:	02-04-2022
REVISION	02-15-2022
DATE OF SURVEY:	-
DESIGNED BY:	BAT
DRAWN BY:	MM

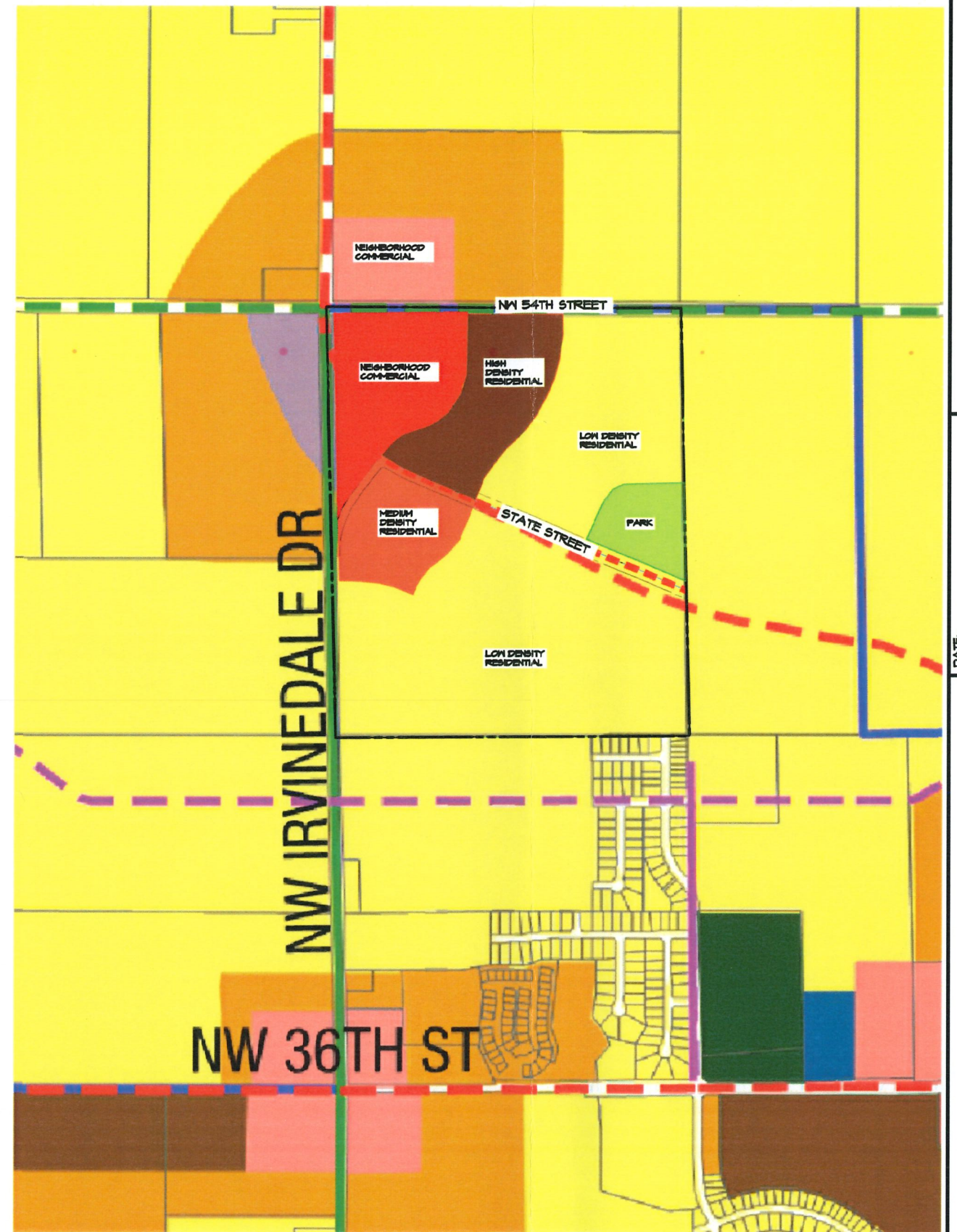


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Q:\A FILES\A-2199-A-2133-1\1\LAND USE COMP.Dwg, 3/15/2023 3:57:16 PM, unassigned, 1:1



AREA MAP OF ANKENY PLAN 2040 LAND USES



AREA MAP OF PROPOSED LAND USES

SCALE: 1"=1000' (11"x17")
SCALE: 1"=500' (22"x34")



MOECKLY PROPERTY
ANKENY, IOWA
LAND USE COMPARISON

SHEET
14
OF 14
A-2133

DATE:	02-04-2023
REVISION	03-15-2022
DATE OF SURVEY:	
DESIGNED BY:	BAT
DRAWN BY:	MM



Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12, Des Moines, Iowa 50322
515.276.4884, mail@cecinc.com

THE BASSWOOD

-  2 Story
-  4 Bedrooms
-  2.5 Bathrooms
-  2 Car Garage
-  2,251 Sq. Ft (approx.)

RECEIVED

MAR 25 2022

CITY OF ANKENY



Modern Prairie

ROLL CALL			
Plan & Zoning Commission			
Ankeny, IA			
Date	<u>March 22, 2022</u>		
Ayes	<u>5</u>	Nays	<u>0</u>
Abstain	<u>1</u>	Absent	<u>2</u>
APPROVED			
<u>G. Hunter</u>		Chairperson	
<u>B. Fuglestad</u>		Secretary	



Modern Farmhouse

(515) 303-4006 | SummitHomesIA.com | Sales@SummitHomesIA.com

Plan illustrations are not to scale, and some optional features may be shown. Specifications are updated continuously to serve our customers better and

THE BAYFIELD

-  1.5 Story
-  4 Bedrooms
-  2.5 Bathrooms
-  3 Car Garage
-  2,202 Sq. Ft (approx.)



(515) 303-4006 | SummitHomesIA.com | Sales@SummitHomesIA.com

Plan illustrations are not to scale, and some optional features may be shown. Specifications are updated continuously to serve our customers better and are subject to change without notice. Exterior material specifications and placement may vary per community.

THE BRADFORD



Ranch



3 Bedrooms



2 Bathrooms



3 Car Garage



1,703 Sq. Ft (approx.)



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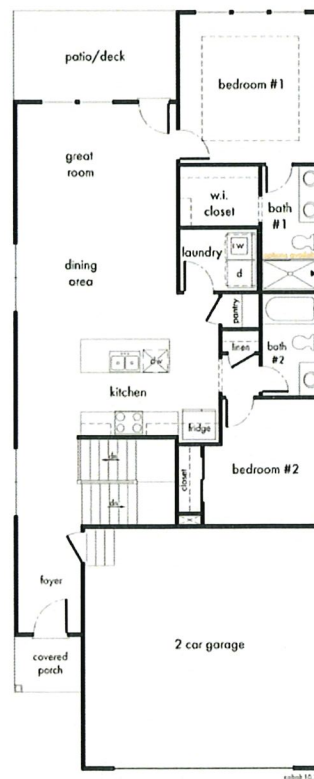
Plan illustrations are not to scale, and some optional features may be shown. Specifications are updated continuously to serve our customers better and



cobalt

the hue series

ranch
 2 bedroom
 2 bathroom
 2 car garage
 1,265 square feet (approx.)
 optional lower level finish



clover & hive

cloverandhive.com

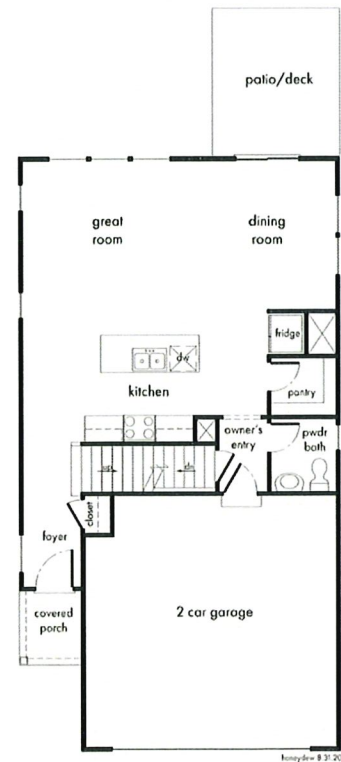
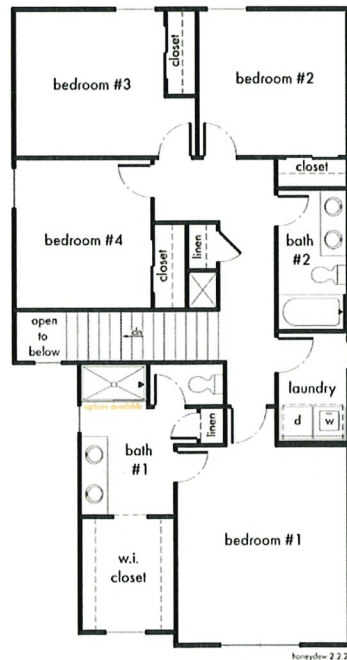
Plan illustrations are not to scale, and some optional features may be shown. Specifications are updated continuously to serve our customers better and are subject to change without notice. Exterior material specifications and placement may vary per community.



honeydew

the hue series

2 story
 4 bedroom
 2.5 bathroom
 2 car garage
 1,857 square feet (approx.)
 optional lower level finish



clover & hive

cloverandhive.com

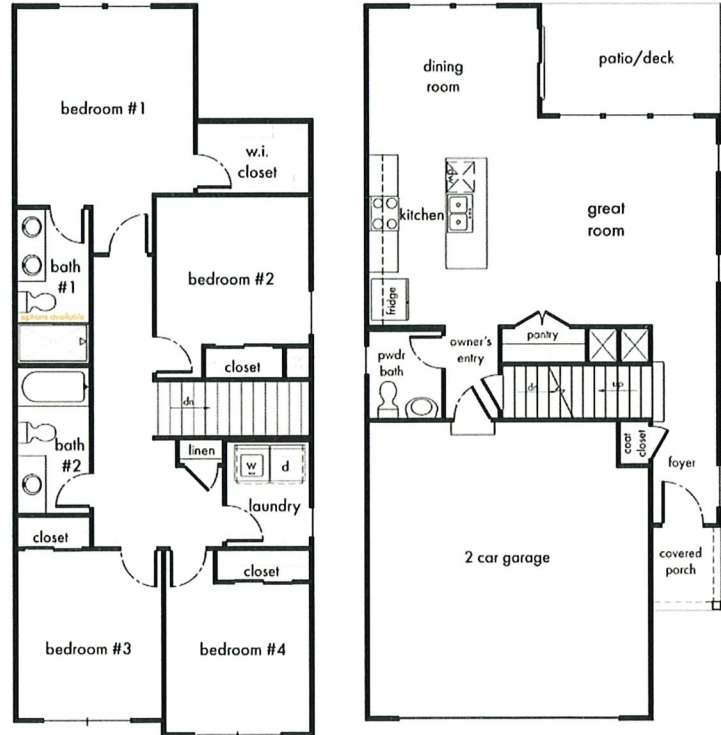
Plan illustrations are not to scale, and some optional features may be shown. Specifications are updated continuously to serve our customers better and are subject to change without notice. Exterior material specifications and placement may vary per community.



saffron

the hue series

2 story
4 bedroom
2.5 bathroom
2 car garage
1681 square feet (approx.)
optional lower level finish



clover & hive

cloverandhive.com

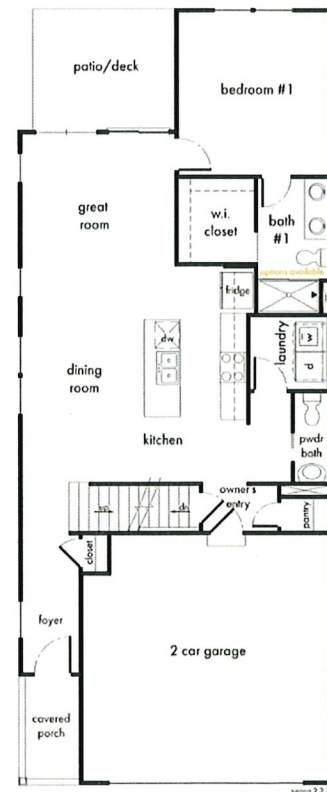
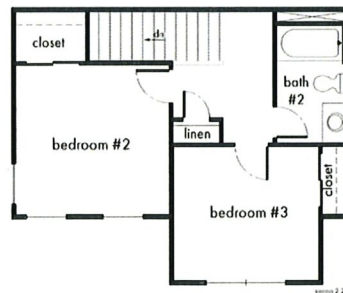
Plan illustrations are not to scale, and some optional features may be shown. Specifications are updated continuously to serve our customers better and are subject to change without notice. Exterior material specifications and placement may vary per community.



sienna

the hue series

1.5 story
 3 bedroom
 2.5 bathroom
 2 car garage
 1,541 square feet (approx.)
 optional lower level finish



clover & hive

cloverandhive.com

Plan illustrations are not to scale, and some optional features may be shown. Specifications are updated continuously to serve our customers better and are subject to change without notice. Exterior material specifications and placement may vary per community.

THE PALMER

-  2 Story
-  4 Bedrooms
-  2.5 Bathrooms
-  3 Car Garage
-  2,120 Sq. Ft (approx.)



(515) 303-4006 | SummitHomesIA.com | Sales@SummitHomesIA.com

Plan illustrations are not to scale, and some optional features may be shown. Specifications are updated continuously to serve our customers better and are subject to change without notice. Exterior material specifications and placement may vary per community.

THE RIVERSIDE

Lifestyle
COLLECTION

-  2 Story
-  5 Bedrooms
-  3 Bathrooms
-  3 Car Garage
-  2,530 Sq. Ft (approx.)



Plan illustrations are not to scale, and some optional features may be shown. Specifications are updated continuously to serve our customers better and are subject to change without notice. Exterior material specifications and placement may vary per community.

THE TUPELO



Ranch



2 Bedrooms



2 Bathrooms



2 Car Garage



1,394 Sq. Ft (approx.)



(515) 303-4006 | SummitHomesIA.com | Sales@SummitHomesIA.com

Plan illustrations are not to scale, and some optional features may be shown. Specifications are updated continuously to serve our customers better and

THE WESTPORT

-  Ranch
-  3 Bedrooms
-  2 Bathrooms
-  2 Car Garage
-  1,496 Sq. Ft (approx.)



(515) 303-4006 | SummitHomesIA.com | Sales@SummitHomesIA.com

Plan illustrations are not to scale, and some optional features may be shown. Specifications are updated continuously to serve our customers better and are subject to change without notice. Exterior material specifications and placement may vary per community.

THE WILDFLOWER



Ranch



3 Bedrooms



2 Bathrooms



2 Car Garage



1,643 Sq. Ft (approx.)



(515) 303-4006 | SummitHomesIA.com | Sales@SummitHomesIA.com

Plan illustrations are not to scale, and some optional features may be shown. Specifications are updated continuously to serve our customers better and

THE WINFIELD

-  2 Story
-  4 Bedrooms
-  3.5 Bathrooms
-  3 Car Garage
-  2,323 Sq. Ft (approx.)



(515) 303-4006 | SummitHomesIA.com | Sales@SummitHomesIA.com

Plan illustrations are not to scale, and some optional features may be shown. Specifications are updated continuously to serve our customers better and are subject to change without notice. Exterior material specifications and placement may vary per community.



Civil Engineering Consultants, Inc.

April 26, 2022

ATTN: Honorable Mayor & City Council
410 West First Street
Ankeny, Iowa 50023

RE: REZONING - MOECKLY PROPERTY PUD

Dear Honorable Mayor & City Council Members:

On behalf of Fourstar Development LLC, we ask that the 3rd reading to rezone the subject property from R-1 to PUD be waived due to lack of controversy.

As you may recall the rezoning of this property, being located at the SE quadrant of NW 54th Street and NW Irvinedale Drive, was the subject of minor discussion at the 1st reading held on April 18th and received unanimous approval. The only discussion item was in regards to the alignment of NW State Street which has been studied and accepted by the City as the ultimate alignment.

Sincerely,

CIVIL ENGINEERING CONSULTANTS, INC.

Bart A. Turk, PLA
Project Manager

Cc: Fourstar Development LLC



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2109: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by TJL Investments, LLC from R-1, One-Family Residence District, to PUD, Planned Unit Development (PH 2022-41)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of **ORDINANCE** amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2109.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 P&Z Stamped Rezoning Exhibit

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY TJL INVESTMENTS, LLC FROM R-1, ONE-FAMILY RESIDENCE DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT

WHEREAS, on the 8th day of March, 2022, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 22nd day of March, 2022, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by TJL Investments, LLC, from R-1, One-Family Residence District, to PUD, Planned Unit Development; and

WHEREAS, on the 6th day of June, 2022, after due notice and hearing provided by law, the City Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00°24'28" EAST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT OF WAY LINE OF NW 18TH STREET AS SHOWN ON THE WARRANTY DEED RECORDED IN BOOK 18392 PAGE 299 AND THE POINT OF BEGINNING; THENCE NORTH 00°24'28" EAST ALONG SAID WEST LINE, 1265.02 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00°04'29" EAST ALONG SAID WEST LINE, 665.06 FEET; THENCE NORTH 89°47'18" EAST, 370.62 FEET; THENCE SOUTH 00°42'00" EAST, 387.93 FEET TO THE NORTHWEST CORNER OF PARCEL 2019-236 WHICH IS RECORDED IN BOOK 17573 PAGE 282-283; THENCE SOUTH 00°42'00" EAST ALONG THE WESTERLY LINE OF SAID PARCEL 2019-236, A DISTANCE OF 1039.10 FEET; THENCE SOUTH 36°30'02" EAST ALONG SAID WESTERLY LINE, 254.01 FEET; THENCE SOUTH 89°47'04" EAST ALONG SAID WESTERLY LINE, 106.50 FEET TO THE NORTHWEST CORNER OF PARCEL 'A' WHICH IS RECORDED IN BOOK 10865 PAGE 248; THENCE SOUTH 00°12'34" WEST ALONG THE WEST LINE OF SAID PARCEL 'A', 320.71 FEET TO SAID NORTH RIGHT OF WAY OF NW 18TH STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1250.00 FEET, WHOSE ARC LENGTH IS 215.76 FEET AND WHOSE CHORD BEARS NORTH 84°51'34" WEST, 215.49 FEET; THENCE NORTH 89°48'15" WEST ALONG SAID NORTH RIGHT OF WAY, 439.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.25 ACRES THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 19.25-acres (+/-) located northeast of the intersection
at NW 18th Street and NW Abbie Drive.

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

SECTION I. The Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, are hereby amended to rezone the above-described property owned by TJL Investments, LLC from R-1, One-Family Residence District, to PUD, Planned Unit Development.

SECTION II. REPEAL. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III. EFFECTIVE DATE. This Ordinance shall be in effect upon its final passage and publication, as provided by law.

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

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PUBLISHED IN
THE DES MOINES REGISTER
ON THE ____ DAY OF _____, 2022

1st Con _____ **(Public Hearing)**
2nd Con _____
3rd Con _____

Rezoning Exhibit
FOR
Grove View PUD
Ankeny, Iowa

Developer

Grove View, LLC
1615 SW Main Street, Suite #207
Ankeny, IA 50023
Attn: Eric Bohnenkamp
(712) 540-3756

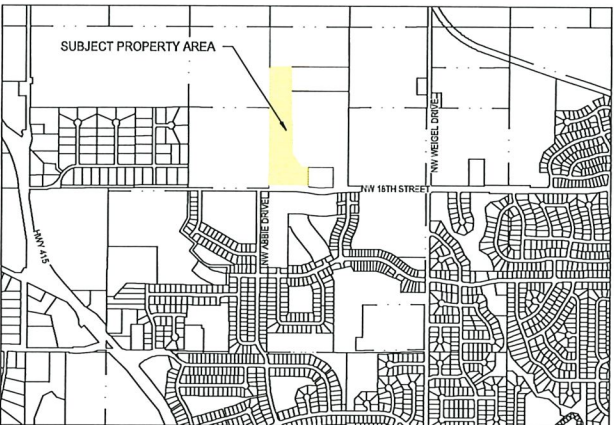
Owner

TJL Investments, LLC
1360 NW 121st Street
Clive, IA 50325
Attn: Terry Lutz
(515) 964-1229

Zoning

Existing - R-1 (ONE-FAMILY
RESIDENCE)

Proposed - Grove View PUD
(19.25 acres)



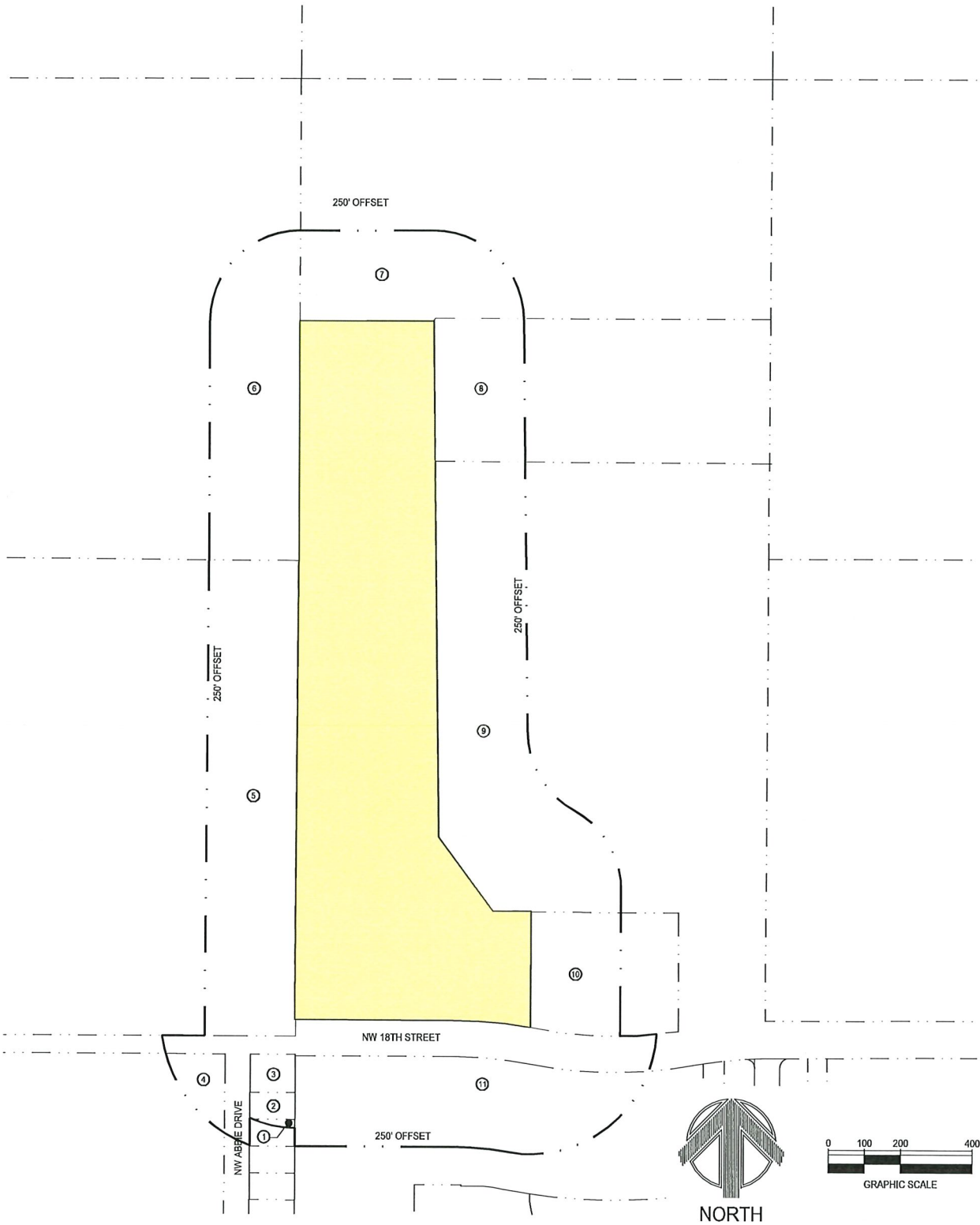
Vicinity Sketch
Scale: 1" = 1,500'

Rezoning Table

Parcel Number	Name of Property Owner	Legal Description	Parcel Number	Mailing Address	Total Area of Property	Area within 250' of rezoning	% of Area within 250' of rezoning
1	Gregory Sullivan	Lot 17 The Grove Plat 3	8024-17-204-003	1621 NW ABBIE DR ANKENY, IA 50023-9382	9,252 sf	1,863 sf	0.1%
2	Nicole White & Chris Guenther	Lot 18 The Grove Plat 3	8024-17-204-002	1703 NW ABBIE DR ANKENY, IA 50023	9,252 sf	9,305 sf	0.6%
3	JORDAN RIES WANDREY	Lot 19 The Grove Plat 3	8024-17-204-001	1707 NW ABBIE DR ANKENY, IA 50023	13,195 sf	13,195 sf	0.9%
4	ANKENY COMM SCHOOL DIST	LOT 65 THE GROVE PLAT 3	8024-17-203-001	306 SW SCHOOL ST ANKENY, IA 50023	663,312 sf	22,882 sf	1.5%
5	WILLIAM KIMBERLEY DEVELOPMENT CORP	SW 1/4 SE 1/4 EX S 50F SEC 8-80-24	8024-08-400-015	4121 NW 110TH AVE POLK CITY, IA 50226	1,676,757 sf	328,807 sf	21.9%
6	MOECKLY FAMILY FARM LLC	NW 1/4 SE 1/4 SEC 8-80-24	8024-08-400-001	1613 NW Abbie Dr, Ankeny, IA 50023	1,742,400 sf	214,495 sf	14.3%
7	HARDSHIP LAND LLC	N 1/2 NE 1/4 SE 1/4 SEC 8-80-24	8024-08-400-002	HARDSHIP LAND LLC 303 LOCUST ST STE 400 DES MOINES, IA 50309-1770	871,200 sf	140,082 sf	9.3%
8	TJL INVESTMENTS LLC	S 1/2 NE 1/4 SE 1/4 & SE 1/4 SE 1/4 - EX PARCEL 2019-236 BK 17573 PG 282- & - EX PARCELA BK 10865 PG 248- & - EX BEG SW COR SE 1/4 SE 1/4 SEC 8 THN N 50F E 439.83F SELY ALNG CRV 215.72F S 31.43F W 654.51F TO POB- SEC 8-80-24	8024-08-400-014	1360 NW 121ST ST CLIVE, IA 50325	1,215,419 sf	98,756 sf	6.6%
9	DANNY C JURY	EX BEG SE COR SEC THN W 248.05F N 23.65F NELY ALNG CRV 29.24F NELY ALNG CRV 219.43F E 1.05F S 50F TO POB- PARCEL 2019-236 BK 17573 PG 282 BEG SE COR SEC 8 THN W 248F N 352F W 410F W 106.5F NW 254.01F N 1039.1F E 934F S 268F S 1325.92F TO POB LESS 0.23A RD E 1/2 SE 1/4 SEC 8-80-24	8024-08-400-013	2110 NW 107TH ST ANKENY, IA 50023	1,209,356 sf	367,502 sf	24.5%
10	DAN & BEVERLY JURY	PARCELA BK 10865 PG 248 BEG 248F W OF SE COR THN W410F N352F E410F S 352F TO POB SE 1/4 SE 1/4 LESS .31A RD SEC 8-80-24	8024-08-400-010	2110 NW 107TH ST ANKENY, IA 50023	130,680 sf	83,723 sf	5.6%
11	TJL INVESTMENTS LLC	E 1/2 NE 1/4 N OF PARCEL 2021-60 BK 18674 PG 295 - EX PARCEL 2019-235 BK 17598 PG 588- & - EX BEG NE COR THN S 50F SWLY 201.99F WLY 462.91F NWLY 212.87F W 439.98F N 50F E 1312.56F TO POB- & - EX PARCEL 2021-30 BK 18409 PG 495- & - EX PARCEL 2021-31 BK 18409 PG 493- & - EX BEG SE COR LT A THE GROVE PLAT 1 THN N 2620.86F E 114.06F SW ALNG CRV 164.37F S 2487.33F W 33F TO POB- SEC 17-80-24	8024-17-200-012	1360 NW 121ST ST CLIVE, IA 50325	968,154 sf	219,028 sf	14.6%

ZONING TABLE NOTES:

- RIGHT-OF-WAY AREA IS NOT INCLUDED
- OWNERSHIP INFORMATION PROVIDED VIA POLK COUNTY GIS AS OF 1/10/2022
- AREA WITHIN 250' OF REZONING IS PROVIDED BASED ON GIS PARCEL LINE DATA



Rezoning Area Description

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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building strong communities.

1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

NOTICE
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineer's guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date March 22, 2022
Ayes 5 Nays 0 Absent 2
APPROVED
Chairperson
Secretary

GROVE VIEW PUD
REZONING EXHIBIT

ANKENY, IOWA
20218009
JANUARY 2022

REVISIONS
2/16/2022

ENGINEER
J. BECKER
CHECKED BY
-
DRAWN BY
B. FLAHERTY
FIELD BOOK NO.
-
DRAWING NO.
RZ-01
SHEET NO.
1 / 1



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Police

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed 28E School Resource Officer Program

EXECUTIVE SUMMARY:

The 28E agreement proposed is a joint agreement with the Ankeny Community School District which more clearly reflects the duties and responsibilities for both entities in support of the SRO program.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION authorizing the execution of one certain 28E Agreement by and between the City of Ankeny, Iowa, and the Ankeny Community School District pertaining to the School Resource Officer Program.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 28E School Resource Officer Program

RESOLUTION

A RESOLUTION AUTHORIZING THE EXECUTION OF ONE CERTAIN 28E AGREEMENT BY AND BETWEEN THE CITY OF ANKENY, IOWA AND ANKENY COMMUNITY SCHOOL DISTRICT PERTAINING TO THE SCHOOL RESOURCE OFFICER PROGRAM

WHEREAS, the District and City (hereinafter collectively referred to as “Parties” share a mutual desire to provide safety and justice-related education, student mentorship and counseling, and law enforcement services at identified District attendance centers within the City to help maintain a healthy and secure school environment;

WHEREAS, the City has established the position of School Resource Officer (“SRO”) within the Ankeny Police Department (“Police Department”) the primary responsibilities of which have been collaboratively identified by the Parties and are outlined herein;

WHEREAS, it is understood that this Agreement is between two public agencies and is entered into pursuant to the provisions of Iowa Code Chapter 28E; and shall be filed with the Iowa Secretary of State upon execution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the 28E Agreement for the School Resource Officer Program, a copy of which is hereto attached, should be and the same is hereby approved and Mayor should be and he is hereby authorized and directed to execute said agreement.

DATED at Ankeny, Iowa this 2nd day of May, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

ARTICLE I

PURPOSE

The purpose of this 28E Agreement is to establish the terms and conditions for operation of the School Resource Officer program (hereinafter referred to as the “SRO Program”), including but not limited to assignment, job responsibilities, performance management, and funding of regular and temporary SRO(s). Except as otherwise provided in this Agreement, this Agreement shall not in any way or by anyone be deemed to be a contract by which the City provides professional or other services to the District. No special duty or duty to act shall be deemed created by this Agreement.

For purposes of this Agreement, unless explicitly limited to regular-assigned, full-time SROs and/or to individuals fulfilling SRO responsibilities on a temporary basis, the term “SRO” shall broadly refer to a City police officer performing SRO duties, as outlined herein.

ARTICLE II

DUTIES OF THE CITY THROUGH THE POLICE DEPARTMENT

A. Assignment of School Resource Officer(s)

The City shall assign one regularly-employed police officer to serve as an SRO at Ankeny High School and one regularly-employed police officer to serve as an SRO at Centennial High School with the understanding that the City may occasionally assign these SROs to provide support to other and/or additional District schools and/or programs to address specific needs.

B. Selection of School Resource Officer(s)

1. Each SRO shall be a sworn law enforcement officer under the authority and in the employ of the City. The City Chief of Police (hereinafter referred to as “Chief of Police”) and/or designee in consultation with District staff as assigned by the Superintendent of Schools (hereinafter referred to as “Superintendent”), shall collaboratively develop a process for selection of police officer(s) for assignment as full-time, regular SRO(s). District staff identified by the Superintendent shall be afforded an opportunity to participate in the process for selecting full-time, regular SRO(s). Subject to the terms and conditions outlined in this Agreement, the City shall have ultimate authority to make full-time, regular, and temporary SRO assignments.
2. Each officer selected to serve as a regularly-assigned SRO for more than one (1) consecutive school day shall have successfully completed the “Basic SRO Course” training offered by the National Association of School Resource Officers.
3. In the event of the resignation, reassignment, and/or long-term absence of regularly-assigned SRO, the City shall provide a temporary replacement for the SRO within one (1) school day of receiving notice of such resignation, reassignment, or absence and shall assign a permanent replacement using the process developed via Section II.B.1 of this Agreement as soon as practical.
4. In situations of one (1) day or less in duration where the City, despite reasonable efforts to do so, is unable to provide an officer who has successfully completed the “Basic SRO Course” to serve as a temporary SRO, the City may temporarily assign another regularly-employed police officer to the open SRO position. The Parties shall collaborate to establish the factors the City shall consider when making this temporary assignment.

C. Supervision of School Resource Officer(s)

1. The Chief of Police or designee (“SRO Supervisor”) shall supervise officers assigned to serve as regularly-assigned SROs. The SRO Supervisor shall also supervise any non-SRO officers who provide temporary SRO coverage per Section II.B of this Agreement during such times as those officers provide said coverage.
2. The SRO Supervisor shall serve as a liaison between the Police Department and District staff identified by the Superintendent and shall coordinate monthly meetings with the designated District staff to ensure alignment and effective operation of the SRO Program.
3. The SRO Supervisor shall complete any and all necessary performance evaluations of the SRO(s) and shall, to the extent permitted by law, seek input to inform these evaluation(s) from District staff identified by the Superintendent. Except as outlined in Section II.C.4, the City shall be the final arbiter of all decisions with respect to SRO performance evaluations.
4. The District shall inform the SRO Supervisor of any performance concerns related to SRO(s). The Parties shall work collaboratively to determine if the performance concerns can be addressed. If no mutually agreeable course of action can be reached within two weeks of notification of the concern, the City shall replace the SRO with a different officer.
5. The District shall, at District expense, establish and maintain a data system that supports the tracking of data related to services provided under this Agreement. The Parties shall annually agree to the data that shall be recorded in the data system. Either party may at any time propose adjustments to the data tracking, but no changes to same shall be implemented without the agreement of both Parties.

D. School Resource Officer Property and Equipment

1. The City shall annually and by no later than the first day of the school year provide the District with a list of equipment the City shall furnish to the SRO(s), including but not limited to weapon(s), secure storage, and/or safes. No equipment related to the SRO Program shall be permanently affixed to District property without the written authorization of the Superintendent/designee.
2. Each SRO(s) shall be uniformed and equipped to handle law enforcement duties in accordance with Police Department policies.
3. All property purchased by the City for use by SRO(s) in performance of SRO roles and responsibilities shall be and remain the property of the City.

ARTICLE III

DUTIES OF THE SCHOOL DISTRICT

A. School Resource Officer Training and Support

1. Prior to the start of the school year each year during the duration of this Agreement, the District and City shall collaborate to develop a mutually-agreeable scope and sequence of classroom instruction, family training, and/or professional development for District staff to be provided by SRO(s). This provision shall not be interpreted to prevent the District and City from adding additional instruction for students, families, and/or staff should a need for such supplementation arise.
2. The District shall provide the Board of Education and District staff with information about the purpose, scope, and objectives of the SRO Program prior to the start of each academic year covered

by this Agreement. The District shall inform the City of the intended date(s) for presentation to the Board of Education and shall, to the extent practicable, enable to the City to participate in the presentation to the Board.

3. The District shall, in the method and manner of its choosing, at least annually solicit input on the SRO Program from staff, students, and parents. The District shall share aggregated data from such efforts with the SRO Supervisor.
4. The District shall retain responsibility for student discipline related to violation of School Board Policy and/or District rules and regulations. Notwithstanding any necessary law enforcement action as contemplated by Section IV.B(2) herein, SRO(s) shall not act as school disciplinarians and instead shall refer students allegedly engaging in violations of school policies to the appropriate school administrator(s) for investigation and potential discipline.

B. School Resource Officer Property and Equipment

1. The District shall provide each regularly-assigned SRO with the following materials and facilities: access to an air-conditioned and properly-lighted office equipped with a telephone that may be used for general business purposes; (2) a location for file and record storage which may be properly locked and secured; (3) a desk with drawers; (4) an office desk chair; (5) a filing cabinet; (6) office supplies as reasonable for performance of regular business responsibilities; (7) a computer with Internet capabilities.
2. All property purchased by the District for use by SRO(s) in performance of SRO roles and responsibilities shall be and remain the property of the District.

ARTICLE IV

SCHOOL RESOURCE OFFICER ROLE AND RESPONSIBILITIES

A. Regular Duty Hours of School Resource Officer(s)

1. Each regularly-assigned SRO shall be assigned to be present at a District school(s) and/or program(s) where the SRO will provide support in keeping with this Agreement from 8:15 a.m. – 3:45 p.m. on each day that the relevant District school(s) and/or program(s) are in regular session. SRO(s) shall be entitled to breaks as mandated by Police Department policy and/or relevant collective bargaining agreements. The SRO Supervisor may work with the District to adjust start and end times, as needed, in order for SRO(s) to maintain a forty (40) hour workweek when overtime is not available.
2. Except as excused by other terms of this Agreement, SRO(s) shall be present at their assigned school(s) and/or program(s) during periods of high activity mutually agreed to by the Parties.
3. No later than two weeks prior to the start of each academic year covered by this Agreement, the SRO Supervisor shall collaborate with the Superintendent/designee to identify those District events and/or activities at which SRO presence is recommended. The Police Department shall assign SRO coverage to the identified events.
4. The District shall notify the SRO Supervisor as far in advance as practicable if it becomes aware of safety concerns for an event or activity that necessitate SRO presence. The Superintendent/designee will collaborate with the SRO Supervisor to make any necessary adjustments to SRO support to allow for SRO presence at the newly-added events and/or activities provided, however, that the City may temporarily assign a regularly-employed police officer other than an SRO(s) to the event or activity for which SRO support is requested.

5. The City may temporarily reassign SRO(s) during school holidays, vacations, training activities, periods of police emergencies, and/or other occasions as mutually agreed upon by the Parties.
6. The SRO Supervisor may collaborate with District staff identified by the Superintendent to temporarily adjust the regular working hours of SRO(s). Any such adjustment(s) shall be subject to mutual agreement of the Parties, shall be committed to writing, and shall be in accordance with law, including but not limited to the Fair Labor Standards Act and relevant collective bargaining agreement(s).

B. Duties and Responsibilities of School Resource Officer(s)

SRO(s) shall, to the greatest extent possible perform their duties in a manner that minimizes disruption to the learning environment and preserves confidentiality without sacrificing safety. The parties acknowledge that the SRO(s) may from time to time acquire confidential information concerning the District, students and others in the course of performing duties under this Agreement. It is agreed that such non-law enforcement information or records shall be kept confidential by the SRO(s) in compliance with District policy and federal, state and local law.

Law Enforcement, School Safety, and Crime Prevention

1. SRO(s) shall provide law enforcement and police services to the school/program, school grounds and areas adjacent to the school(s)/program(s) to which they are assigned.
2. SRO(s) may, in the performance of their duties, take law enforcement action as determined necessary by the SRO in the exercise of the SRO's discretion as a law enforcement officer. Such action may include but is not limited to disposal of contraband discovered on District property that is confiscated by District staff and/or SRO(s) in the performance of their duties pursuant to this Agreement. If an SRO takes law enforcement action, the SRO shall inform the relevant principal and the District's Safety and Security Specialist as soon as practicable.
3. SRO(s) shall investigate allegations of criminal activity that occurs on District property per Police Department policies and procedures and shall enforce state and local laws and ordinances. This activity may include but is not limited to notifying parents/guardians of criminal conduct by students, referring students to juvenile justice authorities and/or other appropriate government agencies, issuing citations, and making arrests for unlawful activity.
 - a. SRO(s) shall, in the exercise of their discretion as law enforcement officer(s), determine if it is necessary to conduct formal police interviews of students. If such interviews are necessary, the SRO(s) shall notify the relevant principal and the District's Safety and Security Specialist as soon as possible of said interviews. SROs will adhere to criminal law procedures and PD policy as it relates to the criminal investigation processes and will adjust approaches as it relates to school rules and contact with students on other matters. These interviews in some cases may be done by an SRO but efforts are made to assign cases that have a school nexus to other investigators.
 - b. If the use of force and/or an arrest by an SRO becomes necessary, the SRO shall follow all applicable federal and state laws, rules, regulations, and policies, as well as the rules and regulations of the Police Department.
 - c. Confidential information obtained pursuant to a police investigation involving an SRO(s) shall not be disclosed to anyone not a party to this Agreement except as provided by law or court order.
4. SRO(s) shall give assistance to other law enforcement and governmental agencies in matters related to the SRO's school assignment, as directed by the SRO Supervisor.
5. SRO(s) shall, whenever doing so would not endanger the safety of staff, students, and/or visitors to District

property, advise the relevant building principal and the District's Safety and Security Specialist before requesting additional police assistance on District property.

6. SRO(s) shall support school administrator safety by being present during school searches which may involve weapons and/or controlled substances and/or in such cases where the student's emotional state may present a risk to the administrator(s). SRO(s) shall, as necessary, oversee the disposal of contraband discovered on District property that is confiscated by District staff and/or SRO(s) in the performance of their duties pursuant to this Agreement.
7. SRO(s) shall assist the District in developing plans and strategies to prevent and/or minimize dangerous situations in order to increase the safety of District schools and programs, including but not limited to by providing a course of training for school personnel in handling crisis situations which may arise at the school and/or in a District program.
8. SRO(s) shall collaborate with District staff identified by the Superintendent to conduct security inspections to deter criminal and/or juvenile delinquent activities.
9. SRO(s) shall monitor crime statistics and work with local patrol officers and the District to design and implement crime prevention strategies.

Law and Justice-Related Education

10. SRO(s) shall annually collaborate with District staff to develop and implement classes on subjects upon which the Parties mutually agree, including but not limited to, a basic understanding of criminal law, the role of police in society, and the police mission.
11. SRO(s) may, with approval of the SRO Supervisor, collaborate with District staff to design and provide instruction for specialized program(s), including but not limited to attending parent and/or staff meetings to build awareness of the SRO Program.

Community Partnership and Relationship Building

12. SRO(s) shall support the District's efforts for student success by establishing positive relationships with students and staff, including but not limited to by arranging small-group and individual conversations with students and supporting with conflict resolution efforts.
13. SRO(s) shall be visible within the school community, including but not limited to by attending and participating in school functions. The SRO Supervisor may, upon request of the District, adjust SRO(s) work hours, as needed, to facilitate attendance at such functions.
14. SRO(s) shall become familiar with and remain current on information related to community agencies that offer assistance to students and families and shall work with District staff to assist students and provide information about available services.
15. SRO(s) shall promote the profession of police officer, serve as a positive role model, and increase the visibility and accessibility of police to the school community.

Miscellaneous Responsibilities

17. SRO(s) shall, in a manner mutually agreed to by the Parties, maintain detailed and accurate records of their activities and provide a written monthly report of same to City and District staff as directed by the SRO Supervisor. This report shall be for statistical and program monitoring purposes and shall not include any confidential arrest, intelligence, and/or other protected student information.

18. SRO(s) shall dress in business casual or uniform attire when on duty as prescribed by the SRO Supervisor. The SRO Supervisor may approve exceptions to this attire requirement.
19. SRO(s) shall perform other duties as mutually agreed upon by the Superintendent/designee and the SRO Supervisor provided that such duties are reasonably related to the SRO Program described in this Agreement and are consistent with federal and state law, Police Department rules and regulations, and District policies, rules, and regulations. The City, acting through the Police Department, shall meet with designated District personnel to resolve any and all questions arising under this paragraph.
20. SRO(s) shall comply with District policies concerning student safety, personnel matters, and other issues identified by the District and communicated to the SRO as legally applicable to the SRO, provided such policies do not conflict with the policing policies of the City or state law.

ARTICLE V

FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM

- A. The City shall present the District with the annual cost of each SRO no later than by March 1st of the school year prior to the school year in which the amount shall be due. This cost shall include salary and benefits, including but not limited to worker's compensation premiums, health insurance, retirement, FICA, liability insurance, clothing allowance, and/or training.
- B. The City shall be responsible for 31% of the regular cost of each SRO position, and the remaining 69% shall be paid by the District.
- C. The City shall bill the District twice annually, at a time mutually agreed to by the parties, for the cost of each SRO position. The District shall remit payment for such invoices within forty-five (45) days.
- D. The City shall proportionally decrease the amount invoiced to the District for any designated SRO Program time during which the City reassigns one or more SRO(s) to work on non-school matters rather than assigned SRO duties and no replacement officer is provided to serve as a substitute.
- E. The District shall pay 100% of the overtime incurred by a SRO(s) for SRO duties performed for the District. All predictable overtime shall pre-approved by the SRO Supervisor and the Superintendent/designee.
- F. If the City receives funds from any source to support the cost of the SRO Program, the cost of the SRO Program as calculated in this Agreement shall be reduced by the amount of funds so received and the District shall be charged 69% of the reduced rate.
- G. The District shall fully fund any training specific to regularly-assigned SRO(s) that the District requests above and beyond the SRO training and certification required for service as a regularly-assigned SRO.

ARTICLE VI

SCHOOL RESOURCE OFFICER EMPLOYMENT STATUS

- A. Each SRO shall, at all times, be solely an employee of the City, and all assignment of duties, employee discipline, and evaluation of employee performance shall remain the responsibility of the City. SROs shall not be employees and/or agents of the District, and the District shall have no control over the terms and conditions of an SRO's employment.
- B. The Parties acknowledge that an SRO is a police officer who shall endeavor to uphold the law under the direct

supervision and control of the Police Department. SRO(s) will remain responsive to the chain of command of the Police Department.

- C. The City shall be responsible for the payment of salary, wages, and any other compensation or benefits to the SRO, including as required by law, and shall withhold income tax and social security tax for each SRO. Except as otherwise specified in this Agreement, the District shall not be liable for compensation to any City employee for workers' compensation claims for injury or sickness occurring while the employee undertakes duties in fulfillment of this Agreement.

ARTICLE VII

TERM AND TERMINATION

- A. The initial term of this Agreement shall be for a period of one (1) year and shall begin on July 1, 2022. The Agreement shall renew automatically from year to year, unless the cancelling party provides notice as set out in this Agreement prior to the expiration of the initial term or extension.
- B. This Agreement may be terminated for any reason by either party upon a ninety (90) day written notice to the other party, unless otherwise agreed by the Parties in writing. The City shall be entitled to compensation as outlined in this Agreement for all SRO Program services performed to the date of termination. Upon termination of this Agreement, the District shall retain all District property and the City shall retain all City property, including but not limited to City-issued vehicles, radios, cell phones, computers, and cameras.

ARTICLE VIII

MISCELLANEOUS

- A. Each party shall be responsible and liable for the consequences of any act, failure to act, and/or negligence on the part of itself and/or its employees, agents, and/or assigns. Neither party, its officers, employees, agents, and/or assigns, shall be deemed to have assumed any liability for negligent or intentional acts of the other party or its officers, employees, agents, and/or assigns.
- B. To the extent allowed by law, each party shall indemnify, defend, and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, damages, expenses, court costs and attorneys' fees in connection with, arising out of or directly or indirectly related to any claim of loss or damage to property or of death or injury to persons resulting from the negligent or intentional acts of the party. Each party agrees to indemnify and to hold the other party, its officers, agents, and employees harmless from and against all claims, demands, actions, and/or cause of actions, judgments, settlements, and/or other costs including reasonable attorney's fees, which the party may incur or sustain by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein. "Nothing in this paragraph or this Agreement shall constitute a waiver of any statutory or common law defenses or immunities available to either party under Iowa law, including defenses and immunities specified under current Iowa Code Chapter 670."
- C. The Parties shall cooperate and act in good faith in fulfilling the terms and conditions of this Agreement. If, due to unforeseen circumstances, issues arise and/or questions develop regarding the implementation and/or interpretation of this Agreement, the Parties shall negotiate in good faith to resolve those matters in keeping with this Agreement's public purpose of protecting students, District staff, City staff, and the general public.
- D. This Agreement constitutes the full understanding of the Parties, and no terms, conditions, understandings, and/or agreements purporting to modify and/or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by both parties.

- E.** This Agreement may be modified only by written agreement of the Parties.
- F.** This Agreement is by and between the Parties only. There shall not be any third-party beneficiaries to this Agreement.
- G.** This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Iowa.
- H.** In accordance with Iowa Code Chapter 28E, the District and City further state:
1. There shall be no separate legal entity to conduct the joint or cooperative undertaking contemplated by this Agreement. The City, acting through the Police Department, shall act as administrator for purposes of Iowa Code Chapter 28E.
 2. No real or personal property shall be acquired or held jointly in the execution of this Agreement or the conduct of the SRO Program contemplated hereby. Rather, the District and City shall each acquire, hold, and dispose of all real and personal property as elsewhere provided in this Agreement.
 3. Pursuant to Iowa Code Section 28E, the City shall file this Agreement with the Iowa Secretary of State, in an electronic format and in a manner specified by the Secretary of State. Any Amendment to this Agreement shall be filed with the Iowa Secretary of State pursuant to Iowa Code Section 28E.6.
- I.** Written notices as required by this Agreement shall be sent to the addresses of the respective parties as set forth below:

Notices to the City shall be addressed to:

Chief of Police
Ankeny Police Department
411 SW Ordnance Road,
Ankeny, Iowa 50023

A copy shall be mailed to:
City Manager
City of Ankeny
410 W First Street
Ankeny, Iowa 50023
Ankeny, Iowa 50023

Notices to the District shall be addressed to:

Superintendent of Schools
Ankeny Community School District
306 SW School Street
Ankeny Iowa 50023.

If during the term of this Agreement the address of the above contact person changes, the relevant party shall notify the other of the new address.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ANKENY COMMUNITY SCHOOL DISTRICT

By: _____
Trent Murphy
President, Board of Education

Attested by: _____
Dr. Erick Pruitt
Superintendent of Schools

Date: _____

Date: _____

CITY OF ANKENY

By: _____
David Jones, City Manager

Attested by: _____
Michelle Yuska, City Clerk

Date: _____

Date: _____



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed First Amendment to Interim Tower Lease Agreement with T-Mobile Central, LLC

EXECUTIVE SUMMARY:
On July 7, 1997 the City of Ankeny approved a lease agreement with Western PCS I Corporation, the predecessor to T-Mobile Central, LLC, for their antenna facilities located at the Ash Drive Water Tower. The Agreement was for a five-year period commencing July 20, 1997 through July 31, 2002, and provided for four additional five-year extensions, with the final extension expiring July 31, 2022. Each renewal included a twenty percent increase in the rent paid over the preceding term.

The proposed amendment to the existing agreement provides for 1.) four additional and successive five-year terms; 2.) a one-time \$3,000 payment to the City of Ankeny for administrative time and clean-up work that occurred at the Ash Drive site; 3.) a twenty percent increase in the first five-year term, resulting in a monthly payment of One Thousand Eight Hundred Sixty-Six and 24/100 Dollars (\$1,866.24); 4.) a rent escalator of twenty percent for each five-year extension/renewal; and 5.) notice will be provided to T-Mobile in the event the Ash Drive Tower is abandoned or removed.

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

FISCAL IMPACT: Yes

If the Amendment is approved, the City will receive a one-time payment in the amount of three-thousand dollars (\$3,000), and ongoing monthly revenue of One Thousand Eight Hundred Sixty-Six and 24/100 Dollars (\$1,866.24) during the first five-year term, increasing twenty percent for each five-year extension/renewal.

CITY MANAGER'S RECOMMENDATIONS:

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

1. Hold a hearing on the proposed First Amendment to Interim Tower Lease Agreement between the City of Ankeny and T-Mobile Central, LLC; and
2. Approve Resolution, approving the First Amendment to Interim Tower Lease Agreement by and Between the City of Ankeny and T-Mobile Central, LLC.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

1. July 7, 1997: City Council approved Resolution No. 130-97, a Resolution Authorizing the Execution of a Lease Agreement with Western PCS I Corporation; and
2. April 18, 2022: City Council approved Resolution setting the Public Hearing date as May 2, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider a motion to adopt **RESOLUTION** approving the First Amendment to Interim Tower Lease Agreement by and between the City of Ankeny and T-Mobile Central, LLC.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Proposed Amendment Ash Tower Lease

RESOLUTION NO. _____

**RESOLUTION APPROVING FIRST AMENDMENT TO INTERIM
TOWER LEASE AGREEMENT BY AND BETWEEN CITY OF ANKENY
AND T-MOBILE CENTRAL, LLC**

WHEREAS, the City of Ankeny and T-Mobile Central, LLC, a Delaware limited liability company, entered into an Interim Tower Lease Agreement dated July 7, 1997, (the “Agreement”) regarding the leased premises located at 202 NW Ash Drive, Ankeny, Iowa 50023, and legally described as:

Being the South two (2) acres plus road of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 14, Township 80 North, Range 24 West of the 5th P.M., lying Northeasterly of the Chicago and Northwestern Railroad right-of-way, described more accurately as follows: Beginning at a point 265.5 feet North and 33.0 feet West of the South Quarter (S ¼) corner of said Section 14; thence North along a line 33.0 West of and parallel to the East line of the Southwest Quarter (SW ¼) of said Section 14 a distance of 522.3 feet; thence West at a right angle to said East line of the Southwest Quarter (SW ¼) a distance of 333.6 feet, to a point on the Northeasterly line of the Chicago and Northwestern Railroad right-of-way; thence Southwesterly along said right-of-way a distance of 619.74 feet to the point of beginning. Said tract lying in and forming a part of the City of Ankeny, County of Polk, State of Iowa.

WHEREAS, the City of Ankeny and T-Mobile Central, LLC desire to amend the Agreement by execution of the First Amendment to Interim Tower Lease Agreement (the “Amendment”); and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the First Amendment to Interim Tower Lease Agreement is hereby approved.

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

PASSED AND APPROVED, the ____ day of _____ 2022.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

FIRST AMENDMENT TO INTERIM TOWER LEASE AGREEMENT

This First Amendment to Tower Lease Agreement (the "**First Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between City of Ankeny, Iowa, a municipal corporation ("**Landlord**") and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**") (each a "**Party**", or collectively, the "**Parties**").

Landlord and Tenant (or their predecessors-in-interest) entered into that certain Interim Tower Lease Agreement dated July 7, 1997 (the "**Lease**") regarding the leased premises ("**Premises**") located at 202 NW Ash Drive, Ankeny, IA 50023 (the "**Property**").

For good and valuable consideration, Landlord and Tenant agree as follows:

1. The expiration of the current Lease will occur on July 31, 2022,. The Lease will be extended for four (4) additional and successive five (5) year terms past this date (each a "**Renewal Term**"), provided, that Tenant may elect not to renew by providing Landlord at least thirty (30) days' notice prior to the expiration of the current Renewal Term.
2. At the commencement of the first Renewal Term provided for in this First Amendment, Tenant shall pay Landlord a one-time fee of Three Thousand and No/100 Dollars (\$3,000.00) to cover city oversight of the required recent cleanup of the tower site by Tenant, and to cover the Landlord's administrative time. At commencement, Tenant shall also pay One Thousand Eight Hundred Sixty-Six and 24/100 Dollars (\$1,866.24) per month as Rent partial calendar month to be prorated in advance, by the fifth (5th) day of each calendar month. Thereafter, notwithstanding anything to the contrary in the Lease, the Rent will escalate by twenty percent (20%) on the first day of each Renewal Term. Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of duplicate Rent by Tenant.
3. The City of Ankeny's long-range capital planning includes the possible abandonment of the Ash Drive Water Tower some time after the year 2031. If so, the City would abandon and remove the said tower at that time. If the City were to undertake this project sometime after 2031, the Landlord would provide the Tenant with a written notice 24 months in advance of the project initiation, notifying the Tenant of the termination of the rights and obligations of both parties. The Tenant would be required to remove their Antenna Facilities from the Ash Drive Tower site in accordance with Section 18A at the end of the said 24-month notification period.
4. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ Site DM01163D

If to Landlord:

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

5. Tenant and Landlord will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
6. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Lease, the terms and provisions of this First Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.
7. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.
8. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this First Amendment. If Landlord is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Landlord is solely responsible for all commission, fees or other payment to Agent and (b) Landlord shall not impose any fees on Tenant to compensate or reimburse Landlord for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.
9. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

LANDLORD:

**City of Ankeny, Iowa,
a municipal corporation**

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

TENANT:

**T-Mobile Central LLC,
a Delaware limited liability company**

DocuSigned by:
By: Brandon Griffiths
AB7AD2234E304E3...

Print Name: Brandon Griffiths

Title: Sr.Manager, Technology Sourcing

Date: 2/7/2022



TMO Signatory Level: L07/SL07



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed N Ankeny Blvd Water Main (PH 2022-43)

EXECUTIVE SUMMARY:

N. Ankeny Blvd. Water Main

The N. Ankeny Boulevard Water Main project includes the installation of 12" diameter water main along N. Ankeny Blvd. from the north end of the existing Unity Point Medical Building at NE 36th Street north to NE 41st Street where it will connect to existing 12" water main, closing the existing gap in main.

The improvements include construction of approximately 540 lineal feet of 12" diameter water main constructed by trenched and trenchless methods, and related work including water main connections, hydrants, erosion control, surface restoration, and miscellaneous associated work.

The bid opening for this project was held on Tuesday, April 26, 2022. Five (5) bids were received as

follows:

1. Priority Excavating	\$119,332.00
2. J&K Contracting, LLC	\$122,500.00
3. On Track Construction, LLC	\$131,390.00
4. Vanderpool Construction	\$145,095.00
5. Synergy Contracting, LLC	\$154,832.00

The Engineer's Estimate for the project was \$116,000.00. The bids ranged from approximately 3% to 33% above the estimate. The City reviewed the bid results both internally and with the project's engineering consultant. Priority Excavating has completed many jobs in the City for various development projects. It is recommended that the project be awarded to Priority Excavating of Clive, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project within 10 calendar days after the date set forth in the written Notice to Proceed, (expected start date no later than August 15, 2022), and they will have until September 16, 2022 to fully complete the project.

FISCAL IMPACT: Yes

This project is included in the City's current Capital Improvements Program with construction scheduled in 2022.

CITY MANAGER'S RECOMMENDATIONS:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost (\$116,000.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the N. Ankeny Blvd. Water Main Project.
3. Receive and file the report of bids received on April 26, 2022.
4. Approve Resolution, making award of construction contract to Priority Excavating of Clive, Iowa.
5. Approve Resolution, approving contract and bonds with Priority Excavating in the amount of \$119,332.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

April 4, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as April 26, 2022, and setting the public hearing date as May 2, 2022.

PUBLIC OUTREACH EFFORTS:

Notice of Intent to Commence a Public Improvement Project was mailed to affected property owners as required by the Iowa Code, along with legal publication in the Des Moines Register on April 15, 2022. The affected property owners were given the opportunity to meet in person or by phone with City staff and the Consulting Engineer to discuss the proposed improvements and easements that need to be acquired for the project.

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION

 adopting plans, specifications, form of contract and estimate of cost \$116,000.00; 2) receive and file report of bids received April 26, 2022; 3) adopt
RESOLUTION making award of construction contract with Priority Excavating in the amount of \$119,332.00; and 4) adopt RESOLUTION
 approving contract and bonds with Priority Excavating in the amount of \$119,332.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF COST FOR THE N.
ANKENY BLVD WATER MAIN

WHEREAS, on the 4th day of April, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the N. Ankeny Blvd Water Main; and

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

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

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

PASSED AND APPROVED this 2nd day of May, 2022.

Mayor

ATTEST:

City Clerk



BID LETTING

10:30 A.M.

APRIL 26, 2022

N ANKENY BLVD WATER MAIN

The purpose of this meeting is to receive, open and tabulate bids for construction of the N. Ankeny Blvd Water Main project, in accordance with the Plans and Specifications prepared by Short Elliot Henrickson (SEH).

Don Clark, Municipal Utilities Director

Project Estimate of Cost \$ 116,000 Base Bid \$ 23,200 Alternate A Bid

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	On Track Construction LLC 1435 West F Ave Nevada, IA 50201	131,390 - Alt. 41,857 -	✓
2) ✓	J+K Contracting 10703 Justin Dr. Urbandale, IA 50322	122,500 - Alt. 19,699 -	✓
3) ✓	Synergy Contracting LLC 7481 US Hwy 69 Des Moines, IA 50320	154,832 - Alt. 34,909 -	✓
4) ✓	Vanderpool Construction Inc 1100 N. 14th St. Indianola, IA 50125	145,095 - Alt. 23,150 -	✓
* 5) ✓	Priority Excavating 7550 Hickman Rd. Ste 101 Clive, IA 50325	119,332 - Alt. 10,596 -	
6) _____	_____	_____	

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of May 2, 2022 at 5:30 P.M.

ATTEST:

Diane Klemme
Diane Klemme, Deputy City Clerk

Donald Clark
Don Clark, Municipal Utilities Director

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE N. ANKENY BLVD WATER MAIN", and moved:

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE N. ANKENY BLVD WATER MAIN

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

Section 1. That the following bid for the construction of certain public improvements described in general as the N. Ankeny Blvd Water Main, described in the plans and specifications heretofore adopted by this Council on May 2, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Priority Excavating** of **Clive, Iowa**

Amount of bid: **\$119,332.00**

Portion of project: All construction work

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

PASSED AND APPROVED this 2nd day of May, 2022.

Mayor

ATTEST:

City Clerk

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

**RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE N. ANKENY BLVD WATER MAIN**

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

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

Contractor: Priority Excavating of Clive, Iowa

Amount of bid: \$119,332.00

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 2nd day of May, 2022.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet north of NE 19th Street (PH 2022-44)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt **RESOLUTION** approving and authorizing the

Action. Consider motion to adopt ~~strong~~ **RESOLUTION** ~~/strong~~ approving and authorizing the acquisition of property and property interests for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet north of NE 18th Street project.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 NOI Exhibit

RESOLUTION 2022-XXX

**A RESOLUTION APPROVING AND AUTHORIZING THE ACQUISITION
OF PROPERTY AND PROPERTY INTERESTS FOR THE
NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO
700 FEET NORTH OF NE 18TH STREET PROJECT**

WHEREAS, in accordance with Iowa Code requirements, notices were mailed to affected property owners identifying 5:30 P.M. on May 2, 2022, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023 as the time, place, and manner for which an opportunity is provided for public input into the consideration to proceed with the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that all objections and/or endorsements have been fully reviewed and considered, having obtained public input on the question of proceeding with the public improvement and the acquisition or condemnation of property and property interests for said project known as the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project; and

BE IT FURTHER RESOLVED, that this Council hereby determines that it is necessary and advisable to construct said public improvement; and

BE IT FURTHER RESOLVED, that the City staff or its designee be and is hereby authorized to proceed with said public improvement; and

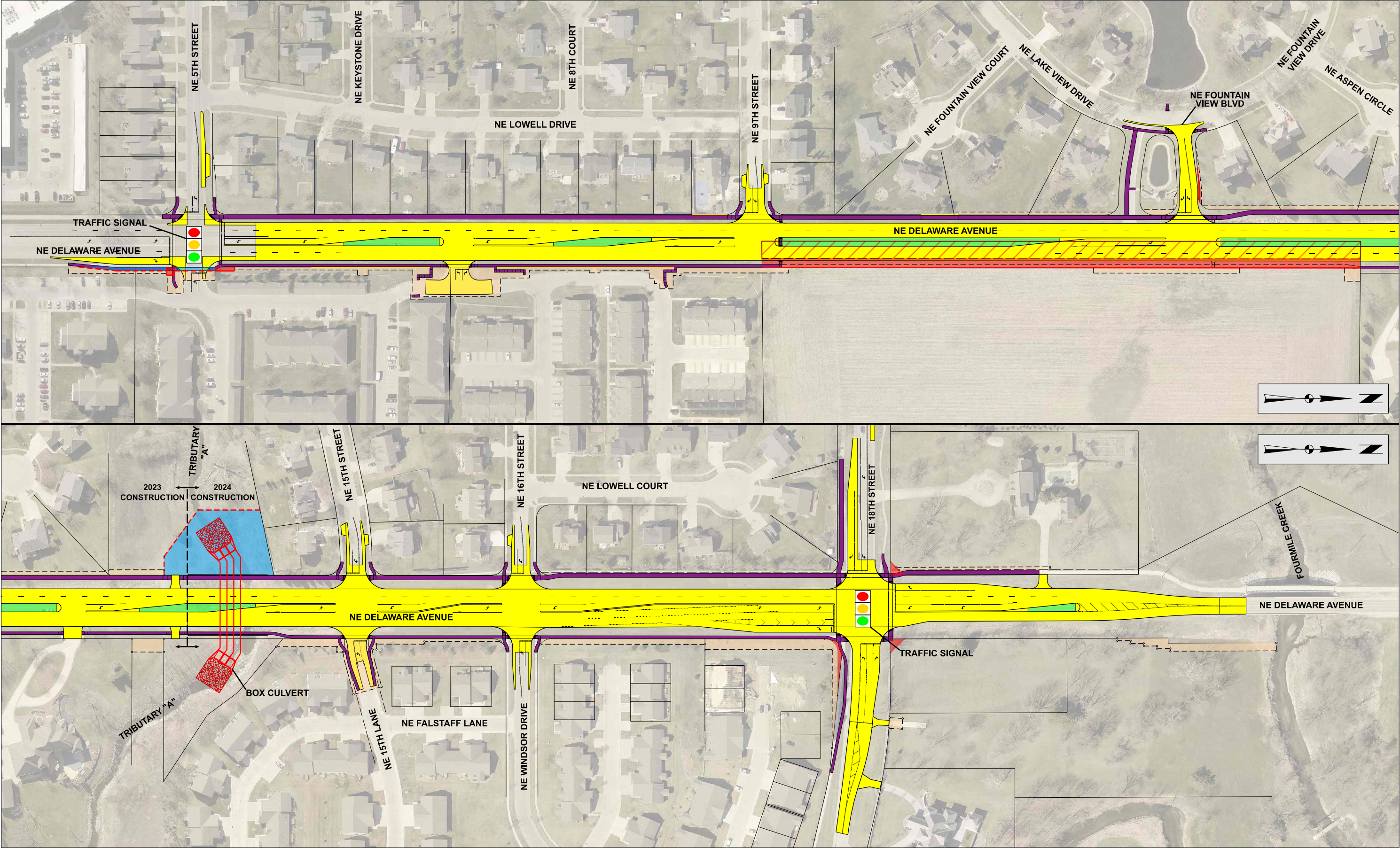
BE IT FURTHER RESOLVED, that the City staff or its designee be and is hereby authorized to proceed with the necessary activities and negotiations to acquire by purchase, gift or condemnation, subject to approval by this Council, the necessary property and/or property interests required for the construction of said public improvement.

DATED this 2nd day of May, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk







ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Proposed Amendment of Current City Budget for Fiscal Year July 1, 2021 - June 30, 2022
Set Public Hearing Date

EXECUTIVE SUMMARY:
The FY 2022 amendment includes the following changes:

- Amended revenues include increases in hotel/motel taxes, road use taxes, plan review fees and recreation program fees.
- Amended expenditures include increases related to building and equipment repairs and maintenance, emergency medical supplies, hotel/motel tax commitments, natural gas charges, street maintenance supplies and refunds.

FISCAL IMPACT: **Yes**
Overall, the budget amendment includes an additional \$200,150 in ending fund balance at June 30, 2022.

CITY MANAGER'S RECOMMENDATIONS:

Recommend setting a public hearing on the proposed amendment of current city budget for fiscal year July 1, 2021 - June 30, 2022 for May 16, 2022 at 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Notice of public hearing will be published in the Des Moines Register on May 6, 2022.

ACTION REQUESTED:

Action: Consider motion to set a public hearing on an Amendment of Current City Budget for Fiscal Year July 1, 2021 - June 30, 2022 and direct City Clerk to publish notice of such hearing (date of hrg: 5/16/22 @ 5:30 p.m.).

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, 2021 - June 30, 2022

The City of ANKENY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022

Meeting Date/Time: 5/16/2022 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.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	41,979,358	0	41,979,358
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	41,979,358	0	41,979,358
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	8,987,846	0	8,987,846
Other City Taxes	6	3,117,520	266,000	3,383,520
Licenses & Permits	7	2,478,600	0	2,478,600
Use of Money & Property	8	766,210	0	766,210
Intergovernmental	9	19,540,413	400,000	19,940,413
Charges for Service	10	44,582,319	99,000	44,681,319
Special Assessments	11	0	0	0
Miscellaneous	12	5,368,276	0	5,368,276
Other Financing Sources	13	39,553,675	0	39,553,675
Transfers In	14	14,135,985	266,000	14,401,985
Total Revenues & Other Sources	15	180,510,202	1,031,000	181,541,202
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	24,725,165	211,350	24,936,515
Public Works	17	8,039,666	19,000	8,058,666
Health and Social Services	18	7,000	0	7,000
Culture and Recreation	19	9,016,467	268,500	9,284,967
Community and Economic Development	20	4,466,378	0	4,466,378
General Government	21	4,758,447	0	4,758,447
Debt Service	22	38,022,650	0	38,022,650
Capital Projects	23	37,932,863	0	37,932,863
Total Government Activities Expenditures	24	126,968,636	498,850	127,467,486
Business Type/Enterprise	25	51,808,477	66,000	51,874,477
Total Gov Activities & Business Expenditures	26	178,777,113	564,850	179,341,963
Transfers Out	27	14,135,985	266,000	14,401,985
Total Expenditures/Transfers Out	28	192,913,098	830,850	193,743,948
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-12,402,896	200,150	-12,202,746
Beginning Fund Balance July 1, 2021	30	137,726,144	0	137,726,144
Ending Fund Balance June 30, 2022	31	125,323,248	200,150	125,523,398

Explanation of Changes: Amended revenues include increases in hotel/motel taxes, road use taxes, plan review fees and recreation program fees. Amended expenditures include increases related to building and equipment repairs and maintenance, emergency medical supplies, hotel/motel tax commitments, natural gas charges, street maintenance supplies and refunds.

FY 2022 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	\$ 266,000
260.3261.3511	Road Use Taxes	Intergovernmental	Road Use Tax	Roadway Administration	Road Use Taxes	400,000
100.1141.3652	Plan Review Fees	Charges for Services	General	Fire Administration	Plan Review Fees	9,000
100.1460.3652	Plan Review Fees	Charges for Services	General	Code Enforcement	Plan Review Fees	25,000
100.2442.3615	Special Program Fees	Charges for Services	General	Recreation	Special Program Fees	36,000
100.2442.3616	Recreation Program Fees	Charges for Services	General	Recreation	Recreation Program Fees	15,000
100.2443.3611	Season Passes	Charges for Services	General	Community Centers	Senior Community Center Memberships	14,000
233.2233.5328	Equity/Expense Transfer	Transfers In	Hotel/Motel Tax	Hotel/Motel Tax	Hotel/Motel Taxes	266,000
Total Revenue and Other Sources						\$ 1,031,000
Expenditures & Other Financing Uses						
100.1111.4212	Legal & Recording Services	Public Safety	General	Police Administration	Legal Services	\$ 20,000
100.1111.4248	Natural Gas Charges	Public Safety	General	Police Administration	Natural Gas Charges	11,000
100.1112.4427	Vehicles	Public Safety	General	Police Operations	Retained 2 trade-in patrol SUV due to totaled CSO vehicle and supply chain issues on previously ordered fleet vehicles	14,250
100.1141.4248	Natural Gas Charges	Public Safety	General	Fire Administration	Natural Gas Charges	5,000
100.1141.4271	Revolving Services	Public Safety	General	Fire Administration	Vehicle Repairs & Maintenance	3,000
100.1141.4382	Vehicles & Motorized Equipment Maintenance Supplies	Public Safety	General	Fire Administration	Vehicles & Motorized Equipment Maintenance Supplies	2,000
100.1142.4321	Gasoline/Fuel	Public Safety	General	Fire Suppression	Fuel Charges	3,000
100.1144.4272	Vehicle & Equipment Services	Public Safety	General	Emergency Medical Services	Vehicle & Equipment Services	7,200
100.1144.4333	Medical & First Aid Supplies	Public Safety	General	Emergency Medical Services	Emergency Medical Supplies	23,000
100.1144.4422	Safety Equipment	Public Safety	General	Emergency Medical Services	Heart Monitor Replacement	21,700
100.1460.4297	Refunds	Public Safety	General	Code Enforcement	Building Permit Refunds	44,000
290.1290.4118	MFPRS	Public Safety	Police & Fire Retirement	Police & Fire Retirement	Military Earnable Compensation	57,200
260.3262.4248	Natural Gas Charges	Public Works	Road Use Tax	Roadway Maintenance	Natural Gas Charges	7,000
260.3262.4272	Vehicle & Equipment Services	Public Works	Road Use Tax	Roadway Maintenance	Vehicle & Equipment Services	5,000
260.3262.4382	Vehicles & Motorized Equipment Maintenance Supplies	Public Works	Road Use Tax	Roadway Maintenance	Vehicles & Motorized Equipment Maintenance Supplies	7,000
260.3262.4395	Street Maintenance Supplies	Public Works	Road Use Tax	Roadway Maintenance	Street Maintenance Supplies	51,000
260.3263.4102	Overtime	Public Works	Road Use Tax	Snow & Ice Control	Reallocate to Street Maintenance Supplies	(38,000)
260.3263.4120	Employee Insurance	Public Works	Road Use Tax	Snow & Ice Control	Reallocate to Street Maintenance Supplies	(13,000)
100.2441.4248	Natural Gas Charges	Culture & Recreation	General	Park Maintenance	Natural Gas Charges	2,000
100.2442.4295	Sales, Property & Other Taxes	Culture & Recreation	General	Recreation	Sales Tax	3,000
100.2442.4343	Special Programs/Events - Supplies	Culture & Recreation	General	Recreation	Recreation Programming Supplies	2,000
100.2443.4248	Natural Gas Charges	Culture & Recreation	General	Community Centers	Natural Gas Charges	4,000
100.2444.4270	Building Maintenance Services	Culture & Recreation	General	Aquatic Centers	Valve Replacement	7,500
233.2233.4291	Contributions - Pay to Others	Culture & Recreation	Hotel/Motel Tax	Hotel/Motel Tax	Hotel/Motel Tax Commitments	240,000
430.2430.4292	Special Programs/Events - Services	Culture & Recreation	Friends of the Ankeny Library	Friends of the Ankeny Library	Special Programs/Events - Services	3,000
430.2430.4343	Special Programs/Events - Supplies	Culture & Recreation	Friends of the Ankeny Library	Friends of the Ankeny Library	Special Programs/Events - Supplies	3,000
430.2430.4345	Library Books/Reference Materials	Culture & Recreation	Friends of the Ankeny Library	Friends of the Ankeny Library	Library Books/Reference Materials	4,000
510.3510.4247	Electric Charges	Business Type/Enterprises	Water	Water Administration	Electric Charges	23,000
510.3512.4283	Pump Station Services	Business Type/Enterprises	Water	Water Maintenance	Valve Replacement	31,000
550.3550.4248	Natural Gas Charges	Business Type/Enterprises	Sewer	Sewer Administration	Natural Gas Charges	8,000
580.3584.4272	Vehicle & Equipment Services	Business Type/Enterprises	Storm Water	Street Cleaning	Vehicle & Equipment Services	4,000
100.4885.5428	Equity/Expense Transfer	Transfers Out	General	Finance	Hotel/Motel Taxes	266,000
Total Expenditures/Transfers Out						\$ 830,850
Revenue Over (Under) Expenditures						\$ 200,150



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
\$31,665,000 General Obligation Bonds, Series 2022A

EXECUTIVE SUMMARY:
The proposed resolutions authorize and provide for the issuance of \$31,665,000 General Obligation Bonds, Series 2022A, including approval of the tax exemption certificate, continuing disclosure certificate and appointing UMB Bank, N.A. as the paying agent, bond registrar and transfer agent.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

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

Action: Consider motion to adopt RESOLUTION authorizing and providing for the issuance of \$31,665,000 General Obligation Bonds, Series 2022A, and amending the levy of taxes to pay said bonds; approval of the tax exemption certificate and continuing disclosure certificate.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Paying Agent; Bond Registrar and Transfer Agent Agreement
 Resolution
 Tax Exemption Certificate
 Continuing Disclosure Certificate

Council Member _____ introduced the following resolution entitled "RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST
DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND
REGISTRAR, AND TRANSFER AGENT, APPROVING THE
PAYING AGENT AND BOND REGISTRAR AND TRANSFER
AGENT AGREEMENT AND AUTHORIZING THE
EXECUTION OF THE AGREEMENT

WHEREAS, \$31,665,000 General Obligation Bonds, Series 2022A, dated May 25, 2022, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$31,665,000 General Obligation Bonds, Series 2022A, dated May 25, 2022.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 2nd day of May, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PAYING AGENT; BOND REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on May 25, 2022 by and between the City of Ankeny hereinafter called "ISSUER", and UMB Bank, N.A., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$31,665,000 General Obligation Bonds, Series 2022A, dated May 25, 2022 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar, transfer and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar, transfer and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar, transfer and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - (a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - (b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - (c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

(d) Unless Paragraph 20 hereof is applicable and if requested in writing by AGENT, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and

maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds, delivery of notices, and for all other purposes shall be subject to the provisions of the Bond Document. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. In the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge legally required to be withheld for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have

been lost, destroyed, stolen or otherwise wrongfully taken, but may first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the ISSUER of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final maturity of the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. The records maintained by AGENT in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. AGENT agrees that its use of the records will be limited to the purposes of this Agreement and that AGENT will make no private use or permit any private access thereto without the prior written consent of the ISSUER, which shall not be unreasonably withheld.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the ISSUER shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar, and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the ISSUER and AGENT in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees. AGENT shall use commercially reasonable efforts to provide notice to the Issuer prior to performing extraordinary services or incurring such costs and expenses; provided,

however, that AGENT's right to compensation hereunder shall not be affected by any failure to provide such prior notice.

18. The AGENT may resign, or be removed by the ISSUER upon a date which, unless otherwise waived by the other party, is (a) at least thirty days after the receipt of written notice to the other and (b) in the case such notice is given by the AGENT, at least fifteen days prior to the next succeeding principal or interest payment date. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate, but AGENT shall not be discharged from any liability for actions taken as AGENT under this Agreement prior to such resignation or removal. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the ISSUER within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with nationally recognized legal counsel in accordance with its internal policies and procedures, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

(a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

(b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

(c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

(d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then

the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall not be liable for any error in judgment in fulfilling its obligations under this Agreement or the Bond Document that is made in good faith by an officer or employee of the AGENT unless it shall be determined by a court of competent jurisdiction that the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. The Bond Document and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Bond Document. In the event of inconsistent language between the Bond Document and this Agreement, the terms of the Bond Document shall prevail.

24. AGENT shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered bonds including without limitation Chapters 76, 384, 403, and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

25. In the event any payment check representing payment of interest or principal on the Bonds is returned to the AGENT or is not presented for payment, or if any Bond is not presented for payment of principal or premium, if any, at the maturity or redemption date, if

funds sufficient to pay such interest on Bonds shall have been made available to the AGENT for the benefit of the owner thereof, all liability of the ISSUER to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the AGENT to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Bonds. The AGENT'S obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the AGENT, shall surrender any remaining funds so held to the ISSUER, whereupon any claim under this Agreement by the Bond owners of such interest or Bonds of whatever nature shall be made upon the ISSUER.

26. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If AGENT consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this Agreement) to another corporation which is a transfer agent properly registered with and in compliance with the rules of the Securities and Exchange Commission, AGENT shall provide written notice to ISSUER of such event at least sixty (60) days prior to its becoming effective, and the successor corporation without any further act shall be the successor AGENT. Except as provided in this section this Agreement may not be assigned by any party without the written consent of the other party.

28. All notices, demands, and requests required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by telecopy and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, N.A. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
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If to ISSUER:	City of Ankeny City Clerk 410 W. First Street Ankeny, Iowa 50023
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29. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

30. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

31. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the ISSUER and the AGENT, the AGENT shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the ISSUER and the AGENT. The AGENT shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands and seals as of this 25th day of May, 2022.

CITY OF ANKENY,
STATE OF IOWA, ISSUER

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

UMB BANK N.A., as PAYING
AGENT/REGISTRAR

By: _____

ATTEST:

By: _____

(Title)

(Title)

EXHIBIT A

Paying Agent/Registrar's Fee

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$31,665,000 GENERAL OBLIGATION BONDS, SERIES 2022A, AND AMENDING THE LEVY OF TAXES TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION

RESOLUTION AUTHORIZING AND PROVIDING FOR THE
ISSUANCE OF \$31,665,000 GENERAL OBLIGATION BONDS,
SERIES 2022A, AND AMENDING THE LEVY OF TAXES TO
PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION
CERTIFICATE AND CONTINUING DISCLOSURE
CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change,

diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$10,620,000 be authorized for said purpose(s); and

WHEREAS, the City is in need of funds to pay costs of adjusting, extending and refunding existing general obligation indebtedness of the City as is more fully set forth in the schedule of Bonds to be refunded, hereinafter set forth as Exhibit "A", attached to this resolution, and it is deemed necessary and advisable that the City should authorize General Obligation Bonds, to the amount of not to exceed \$13,400,000 for such purpose(s); and

WHEREAS, it is found and determined that the aforesaid adjustment and refunding of present indebtedness is necessary and in the public interest and will benefit the City and its taxpayers by restructuring two (2) outstanding issue(s) of Bonds for purposes of more efficient administration thereof; by conforming the debt service requirements to the anticipated receipt of tax funds thereby reducing the impact of delays in the collection of future taxes upon the City's cash flow; and to adjust the requirements of the outstanding indebtedness so as to facilitate the orderly retirement of Bonds anticipated to be issued for future capital improvements; and

WHEREAS, it presently appears that the aforesaid benefits may be realized and at the same time savings may be effected in the debt service fund requirements of the City by refunding of the Bonds set forth in the schedule set forth as Exhibit "A", attached to this Resolution and made a part hereof by this reference; and

WHEREAS, the City is in need of funds to pay costs of the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor, including at the new Bellagio Park, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$400,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area, as amended, including NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive, and the Urban Renewal Plan for the 1991 City of Ankeny Urban Renewal Area, as amended, including West 1st Street Widening and Improvements – Phase 1 and Uptown Parking Improvements, essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue General Obligation Urban Renewal Bonds, for such purpose(s) to the amount of not to exceed \$7,245,000 as authorized by Sections 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.25 and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Bonds for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation Bonds authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$31,665,000 General Obligation Bonds, Series 2022A as hereinafter set forth; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale; and

WHEREAS, on February 21, 2022, the City Council adopted a certain resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2022A, AND LEVYING A TAX FOR THE PAYMENT THEREOF"; and

WHEREAS, due to certain changes in the overall financing plans of the City and the actual sale of the Bonds, it is necessary to make numerous changes to the resolution adopted February 21, 2022.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.

- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$31,665,000 General Obligation Bonds, Series 2022A, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Current Refunded Portion" shall mean \$13,400,000 of the Bonds to refund the Refunded Bonds.
- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Ankeny, State of Iowa.
- "New Money Portion" shall mean \$18,265,000 of the bonds issued to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of

property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; and the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor, including at the new Bellagio Park; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area, as amended, including NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive, and the Urban Renewal Plan for the 1991 City of Ankeny Urban Renewal Area, as amended, including West 1st Street Widening and Improvements – Phase 1 and Uptown Parking Improvements.

- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.

- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.

- "Project" shall mean the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and

the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; and the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of the city, including General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B; the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor, including at the new Bellagio Park; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area, as amended, including NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive, and the Urban Renewal Plan for the 1991 City of Ankeny Urban Renewal Area, as amended, including West 1st Street Widening and Improvements – Phase 1 and Uptown Parking Improvements.

- "Project Fund" shall include the funds established under this Resolution for the deposit of a portion of the proceeds to pay the costs of the New Money Portion and the Current Refunded Portion to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

- "Refunded Bonds" shall mean \$7,905,000 of the \$14,885,000 General Obligation Refunding Bonds, Series 2014A, dated May 29, 2014 and \$6,755,000 of the \$12,345,000 General Obligation Bonds, Series 2014B, dated May 29, 2014.

- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.

- "Resolution" shall mean this amending resolution authorizing the Bonds.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.

- "Treasurer" shall mean the Administrative Services Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Ankeny, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$6,438,998.75*	2022/2023
\$5,132,425.00	2023/2024
\$3,882,175.00	2024/2025
\$3,994,675.00	2025/2026
\$3,889,425.00	2026/2027
\$3,876,675.00	2027/2028
\$3,911,675.00	2028/2029
\$1,636,675.00	2029/2030
\$1,636,675.00	2030/2031
\$1,639,412.50	2031/2032
\$ 553,962.50	2032/2033
\$ 554,118.76	2033/2034
\$ 554,418.76	2034/2035
\$ 553,637.50	2035/2036
\$ 552,387.50	2036/2037

*A levy (\$4,108,488.34) has been included in the budget previously certified and will be used together with available City funds (including the levies imposed for the Refunded Bonds) to pay the principal and interest of the Bond coming due in fiscal year 2022/2023. Subsequent levies in resolution No. 2022-108 approved on February 21, 2022 are hereby amended.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2022 will be collected during the fiscal year commencing July 1, 2023.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Polk County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be

promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2022 GENERAL OBLIGATION BOND FUND NO. 1" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Proceeds invested shall mature before the date which the moneys are required for payment of principal and interest on the Refunded Bonds. Accrued interest, if any, shall be deposited in the Bond Fund.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Bonds of the City in the amount of \$31,665,000, shall be issued pursuant to the provisions of Sections 384.25, 384.26, 384.28 and 403.12 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION BOND, SERIES 2022A", be dated May 25, 2022, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2022, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1 st
\$4,940,000	5.000%	2023
\$3,905,000	5.000%	2024
\$2,850,000	5.000%	2025
\$3,105,000	5.000%	2026
\$3,155,000	5.000%	2027
\$3,300,000	5.000%	2028
\$3,500,000	5.000%	2029
\$1,400,000	5.000%	2030
\$1,470,000	2.875%	2031
\$1,515,000	3.000%	2032
\$ 475,000	3.125%	2033
\$ 490,000	3.000%	2034
\$ 505,000	3.125%	2035
\$ 520,000	3.125%	2036
\$ 535,000	3.250%	2037

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2030, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

c) Urban Renewal Purposes.

The Bonds are hereby declared to be issued for essential public and governmental purposes for qualified urban renewal projects.

The Bonds shall recite in substance that they have been issued by the City in connection with an urban renewal project as defined by Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any bond issued hereunder or the security therefor, such Bond shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any

Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than

Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. UMB Bank, N.A. is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond,

and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentment of Bonds. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so

mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF POLK"
"CITY OF ANKENY"

"GENERAL OBLIGATION BOND"
"SERIES 2022A"
CORPORATE PURPOSE

Rate: _____
Maturity: _____
Bond Date: May 25, 2022
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: \$ _____

The City of Ankeny, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2022, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Sections 384.25, 384.26, 384.28 and 403.12 of the Code of Iowa, for the purpose of paying costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood

waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; and the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of the city, including General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B; the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor, including at the new Bellagio Park; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area, as amended, including NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive, and the Urban Renewal Plan for the 1991 City of Ankeny Urban Renewal Area, as amended, including West 1st Street Widening and Improvements – Phase 1 and Uptown Parking Improvements, in conformity to a Resolution of the Council of said City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2030, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

This Bond and the series of which it forms has been issued by the City in connection with an urban renewal project as defined in Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any bond issued hereunder or the security therefor, such Bond shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: May 25, 2022

This is one of the Bonds described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.

Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF ANKENY, STATE OF IOWA

By: _____ (manual or facsimile signature)

Mayor

ATTEST:

By: _____ (manual or facsimile signature)

City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Bond and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)

GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Bond)

Section 14. Closing Documents. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Bonds it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Administrative Services Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and

supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 21. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 22. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 2nd day of May, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

EXHIBIT "A"

Refunded Bonds

\$14,885,000 General Obligation Refunding Bonds, Series 2014A

Principal Amount	Interest Rate	Maturity June 1st
\$1,040,000	3.000%	2023
\$1,000,000	3.000%	2024
\$1,105,000	3.000%	2025
\$1,135,000	3.000%	2026
\$1,175,000	3.000%	2027
\$1,205,000	3.000%	2028
\$1,245,000	3.125%	2029

\$12,345,000 General Obligation Bonds, Series 2014B

Principal Amount	Interest Rate	Maturity June 1st
\$ 885,000	4.00%	2023
\$1,150,000	4.00%	2024
\$ 860,000	3.00%	2025
\$1,000,000	3.00%	2026
\$ 915,000	3.25%	2027
\$ 945,000	3.25%	2028
\$1,000,000	4.00%	2029

Aggregate \$14,660,000 principal amount redeemed on June 1, 2022.

TAX EXEMPTION CERTIFICATE

of

CITY OF ANKENY, COUNTY OF POLK, STATE OF IOWA, ISSUER

\$31,665,000 General Obligation Bonds, Series 2022A

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

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TAX EXEMPTION CERTIFICATE

CITY OF ANKENY, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on May 25, 2022, by the City of Ankeny, County of Polk, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$31,665,000 General Obligation Bonds, Series 2022A (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$31,665,000 aggregate principal amount of General Obligation Bonds, Series 2022A, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Current Refunded Portion" shall mean \$14,740,112.90 of the Issue Price to refund the Refunded Bonds.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.
- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the

Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the price determined pursuant to the Special Rule for Competitive Sales in accordance with Regulation 1.148-1(f)(2)(iii). The Issuer hereby elects to utilize the Special Rule for Competitive Sales and treats the reasonably expected initial offering price to the public as of the sale date as the issue price of the Bonds. The Purchasers have certified the Issue Price to be not more than \$34,147,674.95, as set forth in Exhibit A.

- "Issuer" means the City of Ankeny, a municipal corporation in the County of Polk, State of Iowa.

- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.

- "New Money Portion" shall mean \$19,407,562.05 of the Issue Price issued to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; and the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor, including at the new Bellagio Park; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area, as amended, including NE 36th Street Reconstruction – Interstate 35 to NE Four Mile

Drive, and the Urban Renewal Plan for the 1991 City of Ankeny Urban Renewal Area, as amended, including West 1st Street Widening and Improvements – Phase 1 and Uptown Parking Improvements.

- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

- "Proceeds" as defined in Regulation 1.148-l(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

- "Project" means the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; and the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of the city, including General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B; the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor, including at the new Bellagio Park; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area, as amended, including NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive, and the Urban Renewal Plan for the 1991 City of Ankeny Urban Renewal Area, as amended, including West 1st Street Widening and Improvements – Phase 1 and Uptown Parking Improvements including

sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.

- "Project Fund" shall include the funds established under this Resolution for the deposit of a portion of the proceeds to pay the costs of the New Money Portion and the Current Refunded Portion to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.

- "Purchasers" means Piper Sandler & Co. of Minneapolis, Minnesota, constituting the initial purchasers of the Bonds from the Issuer.

- "Rebate Amount" means the amount computed as described in this Certificate.

- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.

- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.

- "Refunded Bonds" means \$7,905,000 of the \$14,885,000 General Obligation Refunding Bonds, Series 2014A, dated May 29, 2014 and \$6,755,000 of the \$12,345,000 General Obligation Bonds, Series 2014B, dated May 29, 2014.

- "Refunding Bonds" means the Current Refunded Portion of the Bonds.

- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

- "Resolution" means the resolution of the Issuer adopted on May 2, 2022, authorizing the issuance of the Bonds.

- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

- "Sinking Fund" means the Bond Fund.

- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.

- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.
- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

- (a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.
- (b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.
- (c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.
- (d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, and (5) with respect to Bond Yield, review of the Verification Certificate. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.
- (e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the

representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141(a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the

Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

(s) The Issuer has not employed a device in connection with the issuance of the Current Refunded Portion of the Bonds to obtain a material financial advantage (based on arbitrage) apart from savings attributable to lower interest rates. The Issuer will not realize any material financial advantage (based on arbitrage or otherwise) in connection with the issuance of the Bonds, or in connection with any transaction or series of transactions connected with the issuance of the Bonds, apart from savings attributable to lower interest rates.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of \$2,482,674.95), less underwriter's discount of \$35,859.89, received at Closing are expected to be deposited and expended as follows:

(a) \$116,600 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(b) As to the New Money Portion, \$19,335,215.06 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds. As to the Current Refunded Portion, \$14,740,112.90 will be used together with earnings thereon to pay the principal and redemption premium, if any, on

the Refunded Bonds, plus an allocated share of the cost of issuance for the Bonds. The Refunded Bonds will be redeemed on June 1, 2022.

Section 2.3 Purpose of Bonds

The Issuer is issuing the New Money Portion of the Bonds to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; and the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor, including at the new Bellagio Park; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area, as amended, including NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive, and the Urban Renewal Plan for the 1991 City of Ankeny Urban Renewal Area, as amended, including West 1st Street Widening and Improvements – Phase 1 and Uptown Parking Improvements.

The Issuer is issuing the Current Refunding Portion of the Bonds to refund the Refunded Bonds prior to maturity in order to realize debt service savings due to lower interest rates payable on the Refunding Bonds.

The Refunded Bonds were issued for the following purposes:

2014A: replacing project notes (General Obligation Bond Anticipation Project Notes, Series 2012C) previously issued for:

a) the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys, public grounds, and market places, and the removal and replacement

of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of traffic control devices; and the acquisition of real estate needed for any of the foregoing purposes;

b) the acquisition, construction, improvement, and installation of street lighting fixtures, connections, and facilities;

c) the construction, reconstruction, and repair of sidewalks and pedestrian underpasses and overpasses, and the acquisition of real estate needed for such purposes;

d) the acquisition, construction, reconstruction, extension, improvement, and equipping of works and facilities useful for the collection, treatment, and disposal of sewage and industrial waste in a sanitary manner, for the collection and disposal of solid waste, and for the collection and disposal of surface waters and streams;

e) the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto;

f) the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements;

g) the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks;

h) the acquisition, construction, reconstruction, improvement, repair, and equipping of waterworks, water mains, and extensions, and real and personal property, useful for providing potable water to residents of a city, and

i) acquisition, construction, reconstruction, enlargement, improvement, and equipping of community center houses, recreation grounds, recreation buildings, juvenile playgrounds, swimming pools, recreation centers, parks, and golf courses, and the acquisition of real estate therefor.

2014B: a) The opening, widening, extending, grading, and draining of the right-of-way of streets, and highways and sidewalks, and the construction, reconstruction, and repairing of street improvements; the acquisition, installation, and repair of street lighting, traffic control devices; and the acquisition of real estate needed for any of the foregoing purposes;

b) The acquisition, construction, reconstruction, extension, improvement, and equipping of works and facilities useful for the collection, treatment, and disposal of sewage and industrial waste in a sanitary manner, and for the collection and disposal of surface waters and streams;

c) The acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto;

d) The settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, whether or not such indebtedness was created for a purpose for which general obligation bonds might have been issued in the original instance;

e) The rehabilitation and improvement of parks already owned, including facilities, equipment, and improvements commonly found in city parks;

f) The acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor; and

g) The acquisition of real estate for a trail/recreation project jointly and in cooperation with the Polk County Conservation Board and the Iowa National Heritage Foundation as more fully described in the resolution authorizing the Series 2014B Bonds.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Refunded Bonds were used or will the Bonds be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Refunded Bonds were used or will the Bonds be used directly or indirectly to make or finance loans to persons other than governmental units.

Refunding of Governmental or Private Activity Exempt Facility Bonds (where Refunded Bonds must meet requirements)

The Issuer will use the Proceeds of the Current Refunded Portion of the Bonds to refund the Refunded Bonds. The Issuer has complied with the covenants and restrictions with respect to arbitrage and investment requirements, yield restrictions, and post-closing restrictions on reissuance, reimbursement and change in use imposed by the Code and Regulations on the Refunded Bonds since the issue date of the Refunded Bonds so as to maintain the tax-exempt status of the interest on the Refunded Bonds. The Issuer will comply with all certifications set forth in Article VIII herein.

The Issuer has complied with and will continue to comply with all rebate requirements applicable to the Refunded Bonds. The Issuer utilizes Barens-Tate Consulting Group for proof of arbitrage compliance.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test – New Money. Not later than six months after Closing, work on the New Money Portion of the Project will have commenced and will proceed with due diligence to completion.

(d) Due Diligence Test – Current Refunding. The Issuer has incurred a substantial binding obligation to accomplish the refunding. The refunding will proceed with due diligence to completion. The Refunded Bonds will be redeemed on June 1, 2022.

(e) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer

has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000, the Bonds meet the safe harbor set forth in Code Section 148(f)(A)(4)(ii) because the Bonds are not private activity bonds, the average maturity of the issue (determined in accordance with Code Section 147(b)(2)(A)) is at least 5 years and the rates of interest on the bonds which are part of the issue do not vary during the term of the issue, and the Bonds are expected to meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such

pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 2.663931% percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

Section 2.8 Reimbursement Bonds – New Money Portion Only

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not

exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Six Month Exception (Current Refunded Portion)

The Gross Proceeds of the Bonds are expected to be fully expended for the governmental purposes for which the Bonds were issued no later than six months after the date of issue. If contrary to the reasonable expectations of the Issuer, the Gross Proceeds are not expended within six months, the Issuer will comply with the arbitrage rebate requirements of the Code. The Refunded Bonds will be redeemed on June 1, 2022.

- Eighteen-Month Exception (New Money Portion)

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 0.2%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds (New Money Portion)

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;

- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the

extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on

the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair

market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

ARTICLE VII

FURTHER CERTIFICATIONS WITH RESPECT TO REFUNDING BONDS

(a) Property financed with the Proceeds of the Refunded Bonds will not be sold or disposed of, in whole or in part, prior to the last maturity date of either the obligations or the last maturity of the Bonds.

(b) All of the Proceeds of the Refunded Bonds were used to provide facilities used in the regular operations of the Issuer and neither the facilities nor the output thereof

have been or are expected to be used in the trade or business of any person other than the Issuer.

(c) Reimbursement Allocations and Original Expenditures, if any, reimbursed from proceeds of the Refunded Bonds complied with the Reimbursement Regulations in effect at the time of issuance of the Refunded Bonds.

(d) The Proceeds of the Refunding Bonds will be used for a current refunding and the Refunding Bonds are issued not more than 90 days before the last expenditure of any Proceeds of the Refunding Bonds for payment of debt service on the Refunded Bonds. The Proceeds of the Refunding Bonds will be invested in materially higher yield acquired obligations for a temporary period of not to exceed 90 days.

(e) No Proceeds of the Refunded Bonds remain unspent. No sinking fund has been established for the Refunded Bonds. No amount of proceeds of the Refunded Bonds are invested for a temporary period or as part of a minor portion of the Refunded Bonds.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

Administrative Services Director, City of
Ankeny, State of Iowa

(SEAL)

EXHIBIT "A"

\$31,665,000 GENERAL OBLIGATION BONDS, SERIES 2022A

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Piper Sandler & Co. ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. Reasonably Expected Initial Offering Price.

a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.***

a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is April 18, 2022.

d) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information

will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

PIPER SANDLER & CO.

By:_____

Name:_____

Dated: May 25, 2022

SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)

SCHEDULE B

COPY OF UNDERWRITER'S BID

(Attached)

EXHIBIT "B"

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the Administrative Services Director of the City of Ankeny, Iowa. I acknowledge that this Certificate is given as the basis for certain representations made in the Tax Exemption Certificate delivered by the City of Ankeny, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of \$31,665,000 General Obligation Bonds, Series 2022A, of the Issuer (the "Bonds").

The Issuer has elected to satisfy the requirements of Code Section 148(f)(4)(C)(iv)(I) based upon its reasonable expectations that more than 75% of the "available construction proceeds" of the New Money Portion of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, are to be used for construction expenditures with respect to property to be owned by the Issuer as a governmental unit.

Construction expenditures means capital expenditures, as defined in Regulation 1.150-1(b), that, on or before the date the property financed by the expenditures is placed in service, as defined in Regulation 1.150-2(c), will be properly chargeable to or may be capitalized as part of the basis of (1) real property, other than expenditures for the acquisition of any interest in land or real property other than land, (2) constructed personal property as defined in Regulation 1.148-7(g)(3), or (3) specially developed computer software as defined in Regulation 1.148-7(g)(4), that is functionally related and subordinate to real property or constructed personal property.

As of the date of issue of the Bonds, it is my opinion that at least 75% of the available construction proceeds of the Issue will be used for construction expenditures as defined above.

IN WITNESS WHEREOF, I hereunto affix my official signature this _____ day of _____, 2022.

ANKENY, IOWA

By: _____

Title: Administrative Services Director

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Ankeny, State of Iowa (the "Issuer"), in connection with the issuance of \$31,665,000 General Obligation Bonds, Series 2022A (the "Bonds") dated May 25, 2022. The Bonds are being issued pursuant to a Resolution of the Issuer approved on May 2, 2022 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Bonds, dated April 18, 2022.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than two hundred seventy (270) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2021/2022 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the captions "Property Valuations (1/1/2020 Valuation Taxes payable July 1, 2021 through June 30, 2022)", "2020 Gross Taxable Valuation by Class of Property", "Trend of Valuations", "Larger Taxpayers", "Levies and Tax Collections", "Debt Limit", "Direct Debt", "Other Debt", "Indirect General Obligation Debt", "Debt Ratios", and "Tax Rates".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements relating to the Bonds reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;

vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Bonds, or material events affecting the tax-exempt status of the Bonds;

vii. Modifications to rights of Holders of the Bonds, if material;

viii. Bond calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Bonds;

x. Release, substitution, or sale of property securing repayment of the Bonds, if material;

xi. Rating changes on the Bonds;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such

occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Bonds shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in

quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: 25th day of May, 2022.

CITY OF ANKENY, STATE OF IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL
INFORMATION

Name of Issuer: City of Ankeny, Iowa.

Name of Bond Issue: \$31,665,000 General Obligation Bonds, Series 2022A

Dated Date of Issue: May 25, 2022

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Bonds. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20____.

CITY OF ANKENY, STATE OF IOWA

By: _____
Its: _____



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Bellagio Park Development Project

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the Bellagio Park Development project. This involves ordering construction, setting a public hearing date on the contract documents (plans, specifications, form of contract), estimated total cost, and setting a date for considering bids on the project.

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

Other associated improvements include subgrade preparation, subdrain, water service, drinking fountain

installation, pea gravel, PCC playground maintenance edge, PCC basketball court, open shelter structure, erosion control, temporary traffic control, pavement markings, basketball hoop installation and miscellaneous associated work necessary to

complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no later than June 27, 2022. The Contractor shall fully complete the project no later than November 18, 2022. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: May 2, 2022
2. Post Notice to Bidders and Notice of Public Hearing: May 6, 2022
3. Publish Notice to Bidders and Notice of Public of Hearing: May 20, 2022
4. Bid Opening (10:30 A.M., Public Services Building): May 31, 2022
5. Public Hearing and Contract Award: June 6, 2022
(Hold Public Hearing on the plans, specifications, form of contract, estimated total cost and enhancement of payment; and review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

This project is included in the City's current Capital Improvements Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as May 31, 2022 and setting the public hearing date as June 6, 2022 for the Bellagio Park Development project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on May 6, 2022 and to be published in the Des Moines Register on May 20, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION
 ordering construction on the Bellagio Park Development project, and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 5/31/22 @ 10:30 A.M. / date of hrg: 6/6/22 @ 5:30 P.M.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice to Bidders and Notice of Public Hearing
 Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE BELLAGIO PARK IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE
BELLAGIO PARK IMPROVEMENTS, AND FIXING A DATE
FOR HEARING THEREON AND TAKING OF BIDS
THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Bellagio Park Improvements; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Bellagio Park Improvements, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

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

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

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to May 31, 2022, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on June 6, 2022, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on June 6, 2022.

PASSED AND APPROVED this 2nd day of May, 2022.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

BELLAGIO PARK IMPROVEMENTS

CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs 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 total cost for the **Bellagio Park Improvements** project at its meeting at **5:30 P.M. on the 6th day of June, 2022**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:

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

Meeting ID: 973 1299 2966 Passcode: 1234

2. Join Meeting by Phone:

Dial: +1 312 626 6799

Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements 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 **31st day of May, 2022**, at the reception desk in said Ankeny Public Services Building. Bids 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 by the City Clerk and bids tabulated at **10:30 A.M. on the 31st day of May, 2022**, in said Ankeny Public Services Building. Bids will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 6th day of June, 2022**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no later than June 27th, 2022**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in June 2022.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file at the Ankeny Public Services Building and may be examined at 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023.

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from the City of Ankeny Public Works Department, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-963-3520 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

BELLAGIO PARK IMPROVEMENTS

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

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

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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 following acceptance of the project by the City of Ankeny and the provisions stipulated 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. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the project no later than **November 18th, 2022**. Fully complete shall be defined as all work completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not 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 **2nd day of May, 2022**.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **6th day of May, 2022**.

Published in the Des Moines Register the **20th day of May, 2022**.



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Rock Creek Greenway Trail

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the Rock Creek Greenway Trail project. This involves ordering construction, setting a public hearing date on the contract documents (plans, specifications, form of contract), estimated total cost, and setting a date for considering bids on the project.

The Rock Creek Greenway Trail project includes all materials, equipment, transportation, labor and coordination needed to complete the work associated with constructing a PCC trail. Improvements include demolition, grading and storm sewer pipe install, PCC trail, surface restoration, and miscellaneous associated work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no later than June 27, 2022. The Contractor shall fully complete the project no later than November 18, 2022. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: May 2, 2022
2. Post Notice to Bidders and Notice of Public Hearing: May 6, 2022
3. Publish Notice to Bidders and Notice of Public of Hearing: May 20, 2022
4. Bid Opening (10:30 A.M., Public Services Building): May 31, 2022
5. Public Hearing and Contract Award: June 6, 2022
(Hold Public Hearing on the plans, specifications, form of contract, estimated total cost and enhancement of payment; and review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

This project is included in the City's current Capital Improvements Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as May 31, 2022 and setting the public hearing date as June 6, 2022 for the Rock Creek Greenway Trail project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on May 6, 2022 and to be published in the Des Moines Register on May 20, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt **RESOLUTION** ordering construction on the Rock Creek Greenway Trail project, and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 5/31/22 @ 10:30 A.M. / date of hrg: 6/6/22 @ 5:30 P.M.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice to Bidders and Notice of Public Hearing

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE ROCK CREEK GREENWAY TRAIL IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE ROCK CREEK GREENWAY TRAIL IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Rock Creek Greenway Trail Improvements; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Rock Creek Greenway Trail Improvements, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

Project includes all materials, equipment, transportation, labor and coordination needed to complete the work associated with constructing a PCC trail at Rock Creek Greenway in Ankeny, IA. Improvements include demolition, grading and storm sewer pipe install, PCC trail, surface restoration, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to May 31, 2022, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on June 6, 2022, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on June 6, 2022.

PASSED AND APPROVED this 2nd day of May, 2022.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

ROCK CREEK GREENWAY TRAIL IMPROVEMENTS
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs 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 total cost for the **Rock Creek Greenway Trail Improvements** project at its meeting at **5:30 P.M. on the 6th day of June, 2022**, 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=OEFocWZGS0NYUmttVHNxcWZFak9Pd09>
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 bids for the work comprising the improvements 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 **31st day of May, 2022**, at the reception desk in said Ankeny Public Services Building. Bids 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 by the City Clerk and bids tabulated at **10:30 A.M. on the 31st day of May, 2022**, in said Ankeny Public Services Building. Bids will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 6th day of June, 2022**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no later than June 27th, 2022**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in June 2022.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file at the Ankeny Public Services Building and may be examined at 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023.

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from the City of Ankeny Public Works Department, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-963-3520 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

ROCK CREEK GREENWAY TRAIL IMPROVEMENTS

Project includes all materials, equipment, transportation, labor and coordination needed to complete the work associated with constructing a PCC trail at Rock Creek Greenway in Ankeny, IA. Improvements include demolition, grading and storm sewer pipe install, PCC trail, surface restoration, and miscellaneous associated work necessary to complete the project.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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 following acceptance of the project by the City of Ankeny and the provisions stipulated 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. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the project no later than **November 18th, 2022**. Fully complete shall be defined as all work completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not 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 **2nd day of May, 2022**.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **6th day of May, 2022**.

Published in the Des Moines Register the **20th day of May, 2022**.



PARKS
&
RECREATION

1 in = 300 ft
Date: 4/25/2022



Rock Creek Greenway Trail Map is for Location Purposes Only



ANKENY CITY COUNCIL

City Council Agenda

May 2, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- *Council Action Planning Session - 5/9/22 @ 5:30 p.m.*
- *Public Hearing - Diamond Hills Greenway - Stream Repairs - 5/16/22 @ 5:30 p.m.*
- *Public Hearing - Rezone - Harmon Area A - 5/16/22 @ 5:30 p.m.*
- *Public Hearing - Rezone - Harmon Area B - 5/16/22 @ 5:30 p.m.*
- *Public Hearing - COMP Plan 2040 Amendment - 5/16/22 @ 5:30 p.m.*
- *Public Hearing - Amendment - Current City Budget - 5/16/22 @ 5:30 p.m.*
- *Public Hearing - 28E Agreement - Annexation Agmt Boundary - 6/6/22 @ 5:30 p.m.*
- *Public Hearing - Annexation - Hope Kimberley LLC - 6/6/22 @ 5:30 p.m.*
- *Public Hearing - Bellagio Park Improvements - 6/6/22 @ 5:30 p.m.*
- *Public Hearing - Rock Creek Greenway Trail Improvements - 6/6/22 @ 5:30 p.m.*

EXECUTIVE SUMMARY:

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available